



MINUTES

Ordinary Council Meeting

19 July 2022

CONFIRMATION OF MINUTES

These Minutes have been CONFIRMED by Council as the official record for the Shire of Gingin's Ordinary Council Meeting held on 19 July 2022.

Councillor C W Fewster
SHIRE PRESIDENT

Date of Confirmation: _____

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Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

ACKNOWLEDGEMENT OF COUNTRY



The Shire of Gingin would like to acknowledge the Yued people who are the traditional custodians of this land. The Shire would like to pay respect to the Elders past, present and emerging of the Yued Nation and extend this respect to all Aboriginal people. The Shire also recognises the living culture of the Yued people and the unique contribution they have made to the Gingin region.

TABLE OF CONTENTS

1	DECLARATION OF OPENING	5
2	RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE	5
2.1	ATTENDANCE	5
2.2	APOLOGIES	5
2.3	LEAVE OF ABSENCE	5
3	DISCLOSURES OF INTEREST	5
4	PUBLIC QUESTION TIME	6
4.1	RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE.....	6
4.2	PUBLIC QUESTIONS.....	6
5	PETITIONS.....	7
6	APPLICATIONS FOR LEAVE OF ABSENCE.....	7
7	CONFIRMATION OF MINUTES.....	7
8	ANNOUNCEMENTS BY THE PRESIDING MEMBER.....	8
9	UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS	8
10	QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN	8
11	REPORTS - OFFICE OF THE CEO	9
11.1	2021/22 REVIEW OF DELEGATED AUTHORITY REGISTER.....	9
11.2	APPOINTMENT OF COMMUNITY REPRESENTATIVES - AGED HOUSING AND CARE SERVICE PROVISION WORKING GROUP	160
11.3	LEASE BETWEEN THE DEPARTMENT OF BIODIVERSITY, CONSERVATION & ATTRACTIONS AND THE SHIRE OF GINGIN - RESERVE 49174 NILGEN ROAD, NILGEN	166
11.4	GUILDERTON CARAVAN PARK AND FORESHORE DEVELOPMENT ADVISORY COMMITTEE AND GUILDERTON FORESHORE DEVELOPMENT WORKING GROUP	222
11.5	FINANCIAL REPORT AND INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED 30 JUNE 2021	233
11.6	SHIRE OF GINGIN 2020/21 ANNUAL REPORT	305
11.7	DETERMINATION OF DATE FOR 2021/22 ANNUAL GENERAL MEETING OF ELECTORS	409
11.8	RESTRICTED BURNING PERIOD.....	412
11.9	VACANT ELECTED MEMBER POSITION	414
12	REPORTS - CORPORATE AND COMMUNITY SERVICES	417
12.1	DIFFERENTIAL RATING 2022/23	417
12.2	RE-ESTABLISHMENT OF UPPER COASTAL SPORTING FACILITIES WORKING GROUP	428
12.3	LIST OF PAID ACCOUNTS JUNE 2022.....	436

12.4	MONTHLY FINANCIAL REPORTS FOR PERIOD ENDING 30 JUNE 2022	439
13	REPORTS - REGULATORY AND DEVELOPMENT SERVICES	455
13.1	ADOPTION OF AMENDMENT TO COUNTRY HEIGHTS LOCAL DEVELOPMENT PLAN	455
13.2	SOUTH WEST NATIVE TITLE SETTLEMENT - LAND BASE CONSULTATION 927	491
13.3	REQUEST FOR REMOVAL OF LOCKED GATE ACROSS LEFROY STREET, GINGIN	510
13.4	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED PATIO ON LOT 701 HOPKINS STREET, LANCELIN (RESERVE 53340)	523
13.5	APPLICATION FOR RETROSPECTIVE DEVELOPMENT APPROVAL - TRANSPORT DEPOT AND ASSOCIATED STRUCTURE ON LOT 49 (19) SADLER ROAD, COONABIDGEE	535
13.6	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED GREENHOUSE ON LOT 168 DAVESIA FAIRWAY, GINGINUP	552
13.7	APPLICATION FOR DEVELOPMENT APPROVAL - USE NOT LISTED (OUTBUILDING) ON LOT 176 SANDSTONE PLACE, KARAKIN	560
13.8	APPLICATION FOR DEVELOPMENT APPROVAL - HOME BUSINESS VEHICLE SERVICING WORKSHOP AT LOT 13 (32) SANDALWOOD ROAD, GABBADAH .	574
13.9	APPLICATION FOR SUBDIVISION APPROVAL REFERRAL - PROPOSED TWO LOT SUBDIVISION (HOMESTEAD LOT) ON LOT 1001 (51) BOOBABBIE ROAD, CARABAN	586
13.10	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED TRANSPORT DEPOT ON LOT 6 (18) BELL ROAD, COONABIDGEE	609
13.11	APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED USE NOT LISTED OUTBUILDING AT LOT 115 DAVESIA FAIRWAY, GINGINUP	622
13.12	SHIRE OF GINGIN DESIGNATED DOG EXERCISE AREAS AND DOG PROHIBITED AREAS	636
14	REPORTS - OPERATIONS AND ASSETS	648
15	MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	648
16	COUNCILLORS' OFFICIAL REPORTS.....	648
16.1	SOVEREIGN HILL, WOODRIDGE & REDFIELD PARK COMMUNITY ASSOCIATION ANNUAL GENERAL MEETINGS	648
16.2	COUNTRY WOMEN'S ASSOCIATION WA STATE CONFERENCE	648
17	NEW BUSINESS OF AN URGENT NATURE.....	648
18	MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC	649
18.1	APPOINTMENT OF COMMUNITY REPRESENTATIVES – AGED HOUSING AND CARE SERVICE PROVISION WORKING GROUP	649
19	CLOSURE	652

ORDER OF BUSINESS

1 DECLARATION OF OPENING

The Shire President declared the meeting open at 3:08 pm and welcomed all in attendance.

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – C W Fewster (Shire President), L Balcombe (via videolink), F J Johnson, R Kestel, F J Peczka (via videolink), and A R Vis.

Staff – A Cook (Chief Executive Officer), L Crichton (Executive Manager Corporate and Community Services), V Crispe (Executive Manager Operations and Assets), R Kelly (Executive Manager Regulatory & Development Services) (via videolink), K Bacon (Coordinator Strategic Planning & Projects), James Bayliss (Coordinator Statutory Planning), L Burt (Coordinator Governance), E Mackey (Governance Support Officer/Minute Officer), N Jurmann (Statutory Planner).

Gallery – There were 14 members of the public and 1 member of the Press present in the Gallery.

2.2 APOLOGIES

Councillor E Sorensen

2.3 LEAVE OF ABSENCE

Councillor J K Rule

3 DISCLOSURES OF INTEREST

Councillor Balcombe

Item: 11.2 - Appointment of Community Representatives - Aged Housing and Care Service Provision Working Group

Interest: Impartiality

Reason: Two of the applicants are on the Board of Directors for Gingin Districts Community Financial Services for who I work for.

Item: 13.5 - Application for Retrospective Development Approval - Transport Depot and Associated Structure on Lot 49 (189) Sadler Road, Coonabidgee

Interest: Impartiality

Reason: My son-in-law is part of this family and works for the business.

4 PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

4.2.1 Norm Skoglund - Lancelin Community Sporting Club

Q1. Can the Chief Executive Officer provide evidence to substantiate his statement that clubs are not working together?

Response by Chief Executive Officer

A1. This statement was made in 2020 and is based on evidence received during the consultation sessions and from members of other clubs.

Q2. Can the Chief Executive Officer provide workings/evidence to support his statement that all sports will be less sustainable in the long term?

Response by Shire President

A2. There are no direct workings or costings to support this statement, however the context in which the comment made was that if all the clubs continued to maintain duplicated assets this would be less sustainable for the Clubs and Council.

4.2.2 Anita McInnes - Yanchep News

Q1. Will the Shire of Gingin refer to me as member of the press instead of a member of the public in your Minutes?

Response by Shire President

A1. Yes, we will do that.

Q2. On the Shire website under 'Welcome to Gingin', you list local local publications like Gingin Buzz and the Northern Valley News. Can Yanchep News be included under the 'Keeping You Informed' section?

Response by Shire President

A2. If you could send in your request in writing, we will duly consider your request.

4.2.3 Bevan Henderson – Lancelin

Q1. I sent an email on 12 July regarding the untidy status of Lancelin Plaza. I have had no reply. Why?

Response by CEO

A1. Staff are regularly requested to attend to this area, if this is not happening then they will be reminded to attend on a regular basis.

Q2. Can I ask why the ruling is that electors' signatures will be considered on petitions to Council?

Response by Coordinator Governance

A2. The requirements for petitions to Council to be signed by electors is set by the Shire of Gingin *Meeting Procedures Local Law 2014*. Council is undertaking a Local Law Review later in the year during which this can be reconsidered if that is Council's wish. The requirement for petitions to be signed by electors of the district is common to many local governments throughout Western Australia.

5 PETITIONS

Nil

6 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7 CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council confirm the Minutes of the Ordinary Council Meeting held on 21 June 2022 and the Special Council Meeting held on 27 June 2022 as a true and accurate record.

CARRIED UNANIMOUSLY

6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

8 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Deputations

One deputation was heard by Council prior to the meeting commencement, the details of which are as follows:

Item 13.3 Request for Removal of Locked Gate across Lefroy Street, Gingin
Speaker/s: Brigitte Meissner and Kim Gray

The Deputation was in opposition to the Officer's Recommendation.

9 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

10 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

11 REPORTS - OFFICE OF THE CEO

11.1 2021/22 REVIEW OF DELEGATED AUTHORITY REGISTER

File	GOV/15
Author	Lee-Anne Burt – Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Local Government Act 1995 - No Amendments [11.1.1 - 14 pages] 2. Building Act 2011 - No Amendments [11.1.2 - 2 pages] 3. Bush Fires Act 1954 - No Amendments [11.1.3 - 15 pages] 4. Food Act 2008 - No Amendments [11.1.4 - 2 pages] 5. Planning and Development Act 2005 - No Amendments [11.1.5 - 8 pages] 6. Public Health Act 2016 - No Amendments [11.1.6 - 3 pages] 7. Local Government Act 1995 - Amendments, Repeals & New Delegations [11.1.7 - 28 pages] 8. Building Act 2011 - Amendments, Repeals & New Delegations [11.1.8 - 15 pages] 9. Cat Act 2011 - Repeals & New Delegations [11.1.9 - 9 pages] 10. Dog Act 1976 - Repeals & New Delegations [11.1.10 - 11 pages] 11. Food Act 2008 - New Delegations [11.1.11 - 6 pages] 12. Graffiti Vandalism Act 2016 - New Delegations [11.1.12 - 4 pages] 13. Planning & Development Act 2005 - Amendments & Repeals [11.1.13 - 4 pages] 14. Public Health Act 2016 - Repeals [11.1.14 - 1 page] 15. Council Policy 3.18 Disposition of Assets - Amendment [11.1.15 - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To undertake an annual review of the Shire of Gingin Delegated Authority Register in accordance with the requirements of s.5.46 of the *Local Government Act 1995* (the Act), and amend Policy 3.18 Disposition of Assets.

BACKGROUND

The *Local Government Act 1995* and many other pieces of legislation relevant to local government in Western Australia empower the Council to delegate certain powers, usually to the CEO. The CEO may also be provided with the ability to subdelegate to other employees, or to delegate any powers that are granted under legislation to the position of CEO.

Under s.5.46(1) of the Act, the CEO is required to keep a register of all delegations made to the CEO and to other employees.

At least once every financial year, delegations are to be reviewed by the delegator. Council last undertook a review of its delegations to the CEO and other officers at its meeting on 15 June 2021.

Unfortunately, although the administrative component of the 2021/2022 review was completed and suggested amendments circulated to Elected Members for feedback within the required timeframe, it was unfortunately not possible to present the matter to Council's June 2022 meeting for formal consideration.

COMMENT

In accordance with usual practice, Administration has undertaken a review of the Delegated Authority Register and has prepared recommendations for Council's consideration.

For some time, work has progressed on bringing the Shire's Delegated Authority Register in line with the template register produced by the Western Australian Local Government Association (WALGA). The 2020/21 review focussed on delegations under the *Bush Fires Act 1954*. This year we have pushed to address inconsistencies and gaps in the remainder of the Delegated Authority Register with the exception of delegations under the *Planning and Development Act 2005*. Although recommendations have been made in relation to some Planning delegations, the remainder are currently the subject of a comprehensive review by the Shire's Planning Department and further recommendations will be presented to Council with respect to these in due course.

The Delegated Authority Register has been re-categorised, resulting in existing delegations being assigned new numbers. Previously, delegations were categorised under the area of operational responsibility (Finance, Building, Law and Order etc). However, they should more properly be classified under the enabling legislation (ie, *Local Government Act 1995*, *Bush Fires Act 1954*, *Dog Act 1974* etc).

Where necessary, existing delegations have been redrafted to comply with current formatting protocols for instruments of delegation.

Administration's review and recommendations were provided to all Councillors at the Briefing Session on 7 June 2022, and Councillors were encouraged to submit feedback (ie, questions, comments, and suggestions) to Governance by 24 June 2022. No submissions from Councillors were received.

Results of the review are presented below and are divided into the new categories reflecting enabling legislation.

No Amendments Proposed

Local Government Act 1995 (Appendix 11.1.1)

- Delegation 1.1.1 (formerly Delegation 1.10) Serving of Notices Requiring Certain Things to be Done by Owner or Occupier of Land
- Delegation 1.1.2 (formerly Delegation 1.12) Doing Any of the Things Prescribed in Schedule 2 on Land That is not Shire Land
- Delegation 1.1.3 (formerly Delegation 1.14) Administering the Shire's Local Laws
- Delegation 1.1.4 (formerly Delegation 1.19) Powers of Entry
- Delegation 1.1.5 (formerly Delegation 1.20) Appointment of Authorised Persons and Approval of Complaint of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates)
- Delegation 1.1.6 (formerly Delegation 1.21) Tenders for Goods and Services – Call Tenders
- Delegation 1.1.7 (formerly Delegation 1.22) Tenders for Goods and Services – Accepting and Rejecting Tenders; Varying Contracts; Exercising Contract Extension Options
- Delegation 1.1.8 (formerly Delegation 1.23) Application of Regional Price Preference Policy
- Delegation 1.1.9 (formerly Delegation 2.2) Waive or Grant Concessions on Money Owed to the Shire
- Delegation 1.1.13 (formerly Delegation 2.15) Payments from the Municipal or Trust Funds

Building Act 2011 (Appendix 11.1.2)

- Delegation 2.1.5 Designate Employees as Authorised Persons (formerly Delegation 6.9 Building Act 2011 - Appointment of Authorised Persons)
- Delegation 2.1.8 (formerly Delegation 6.10) Appointment of Approved Officers and Authorised Officers

Bush Fires Act 1954 (Appendix 11.1.3)

- Delegation 3.1.1 (formerly Delegation 3.1) Prohibited Burning Times

- Delegation 3.1.2 (formerly Delegation 3.1A) Restricted Burning Times – Vary and Control Activities
- Delegation 3.1.3 (formerly Delegation 3.2) Prosecution of Offences
- Delegation 3.1.4 (formerly Delegation 3.4A) Appoint Bush Fire Control Officer/s and Fire Weather Officer/s
- Delegation 3.1.5 (formerly Delegation 3.4B) Firebreaks
- Delegation 3.1.6 (formerly Delegation 3.5) Burning Garden Refuse/Open Air Fires
- Delegation 3.1.7 (formerly Delegation 3.6) Recovery of Expenses Incurred Through Contraventions of the *Bush Fires Act 1954*
- Delegation 3.1.8 (formerly Delegation 3.7) Prohibit or Postpone the Lighting of Fires
- Delegation 3.1.9 (formerly Delegation 3.8) Control of Operations Likely to Create Bush Fire Danger
- Delegation 3.1.10 (formerly Delegation 3.9) Make Request to FES Commissioner – Control of Fire

Food Act 2008 (Appendix 11.1.4)

- Delegation 6.1.2 (formerly Delegation 4.5) Prohibition Orders
- Delegation 6.1.3 (formerly Delegation 4.6) Registration of Food Businesses

Planning and Development Act 2005 (Appendix 11.1.5)

- Delegation 8.1.1 (formerly Delegation 7.1) Town Planning Powers
- Delegation 8.1.2 (formerly Delegation 7.3) Advertising
- Delegation 8.1.3 (formerly Delegation 7.4) Non-Statutory Delegations
- Delegation 8.1.4 (formerly Delegation 7.5) Miscellaneous
- Delegation 8.1.5 (formerly Delegation 7.7) Sea Containers

Public Health Act 2016 (Appendix 11.1.6)

- Delegation 9.1.1 (formerly Delegation 4.7) Designation of Authorised Officers
- Delegation 9.1.2 (formerly Delegation 4.10) Appointment of Authorised and Approved Officers

Proposed Amendments, Repeals and New Delegations

For the purposes of comparison where amendments to existing delegations are proposed, the appendix identifies proposed amended delegations with their new numbers (and titles where required). The amended delegation appears first with its new Delegation Number and title (if the title has been amended), immediately followed by the relevant existing delegation.

Local Government Act 1995 (Appendix 11.1.7)

1. Delegation 1.16 Appointment of Acting Chief Executive Officer (For Periods of 35 Days or Less)

At its meeting on 17 August 2021, Council adopted Policy 1.43 Temporary Employment of CEO or Appointment of Acting CEO as required by s.5.39C of the Local Government Act 1995.

Clause 2 of Policy 1.43 deals with the appointment of an Acting CEO for periods of up to 5 weeks (35 days). Delegation 1.16 is therefore now superfluous.

2. Delegation 1.1.10 Power to Invest and Manage Investments (formerly Delegation 2.4 Investing Money Not Required for the Time Being)

The current delegation delegates power to the CEO to determine the investment of funds held in the Municipal, Reserve or Trust Funds. However, s.6.14 of the *Local Government Act 1995* only relates to the investment of funds held in a Municipal or Trust Fund – there is no power to invest funds that are held in Reserve.

Reference to the investment of Reserve Funds has therefore been removed from the delegation.

3. Delegation 1.1.11 Rates and Service Charges (formerly Delegation 2.6 Rate Book)

The current delegation empowers the CEO to carry out a number of functions in relation to the payment of rates and service charges set by Council. It is recommended that the delegation be amended as follows:

- a. Delete the current reference to delegation of the powers conferred in s.6.40 of the *Local Government Act 1995*.

Section 6.40 prescribes consequential actions that may be required following a decision to amend the rate record made under s.6.39. If these actions become necessary then there is no discretion as to whether they shall be undertaken, and therefore no delegation is necessary.

- b. Include the delegation of power to lodge/withdraw a caveat to prevent dealings in respect of land where payment of rates or service charges relating to that land is in arrears, in accordance with s.6.64(3) of the Act.

4. Delegation 1.1.12 Disposing of Assets (formerly Delegation 2.14 Disposition of Assets Other Than Land)

Currently Delegation 1.1.12 empowers the CEO to dispose of Shire-owned assets, other than land, up to a maximum value of \$50,000. Given that no power has been delegated for the disposition of land in any instance, strictly speaking Council approval should be sought every time the rental of an aged person's unit in Lancelin or Gingin is contemplated, or it is proposed to rent a Shire-owned house to a staff member or member of the public.

In practice this is not feasible and in fact does not happen. It is therefore recommended that the scope of delegation be extended to the following powers which, under r.30 of the *Local Government (Functions and General) Regulations 1996*, are exempt from the disposition of property requirements of the *Local Government Act 1995*, and therefore do not need to be advertised for public submissions if it is proposed that they be disposed of by means other than by public tender or auction.

- a. The disposal of land to a body, whether incorporated or not:
 - i. the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - ii. the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions [r.30(2)(b)].
- b. The leasing of land to an employee of the local government for use as the employee's residence [r.30(2)(c)].
- c. The leasing of residential property to a person [r.30(2)(g)].

The intent is to allow the CEO to facilitate the following:

- a. the rental of Shire-owned residential properties (including aged accommodation units in Gingin and Lancelin); and
- b. peppercorn leasing of Shire property to community groups,

without having to refer each instance to Council for approval.

The delegation currently imposes a maximum value limit of \$50,000 for the disposition of assets other than land. It is proposed that this value limit not apply to dispositions of land within the above categories.

The amendment of Delegation 1.1.12 will also require the amendment of Policy 3.18 Disposition of Assets, and this is addressed more fully later in this report.

5. Delegation 1.1.14 Declare Vehicle to be Abandoned Vehicle Wreck (formerly Delegation 3.11 Declaring an Impounded Vehicle to be an Abandoned Vehicle Wreck)

The Function has been reworded to make it more succinct, recognising that the limitations previously listed in the Function are actually set out in s.3.40A(4) of the Act. No amendments are proposed to the extent of the delegation.

6. Delegation 1.1.15 Confiscated or Uncollected Goods (formerly Delegation 3.12 Sale of Impounded/Seized/Confiscated Vehicles, Animals or Goods)

It is recommended that the delegation be amended as follows:

- a. Delete specific reference to the sale of abandoned vehicles and animals. Under s.3.38 of the *Local Government Act 1995*, the term “goods” in the context of Part 3, Division 3, Subdivision 4 Impounding abandoned vehicle wrecks and goods involved in certain contraventions encompasses anything that has been impounded, including abandoned vehicles and animals.
- b. Extend the delegation to encompass s.3.46 Goods may be withheld until costs paid and s.3.48 Impounding expenses, recovery of. This amendment will enable the CEO to:
 - i. refuse to allow goods that have been impounded under s.3.39 or 3.40A, or removed under s.3.40 or 3.40A of the Act to be collected until the costs of removing, impounding and keeping them have been paid to the local government; and
 - ii. where goods are removed and impounded under s.3.39 and the offender is convicted, take court action to recover expenses incurred by the local government in removing, impounding and disposing of them.
- c. Delete the condition requiring all confiscated or uncollected goods to be disposed of via public tender and limiting the CEO’s power to accept such tenders at a maximum value of \$5,000.

Under r.30(3) of the *Local Government (Functions and General) Regulations 1996*, property other than land that has a value not exceeding \$20,000 is exempt from the disposition of property requirements under s.3.58 of the *Local Government Act 1995*.

In addition, Council's Policy 3.18 Disposition of Assets, which sets out the process by which assets with a value of less than \$50,000 will be disposed of, prescribes that assets with a value of between \$5,001 and \$20,000 may be disposed of either to the highest bidder at public auction, to the most acceptable tenderer through a public tender process, or to an external party at market value. The proposed amendment will therefore align the delegation with the requirements of Council's adopted policy.

7. Delegation 1.1.16 Disposal of Sick or Injured Animals (formerly Delegation 3.12A Destruction and Disposal of Sick or Injured Impounded Animals)

It is proposed to add reference to the recovery of expenses associated with exercise of the delegation in accordance with s.3.48 of the Act.

8. Delegation 1.1.17 Gates Across Public Thoroughfares (formerly Delegation 5.2 Registered Gates)

The existing delegation empowers the CEO to approve applications for permits to erect gates across road reserves, subject to the requirements of the *Local Government Act 1995*. It is not proposed to extend the scope of the delegation, however for the purposes of clarity the wording of the Function has been expanded to specify all the powers that are actually covered by the existing delegation.

9. New Delegation 1.1.18 Close Thoroughfares to Vehicles

It is proposed that Delegation 1.1.18 be adopted to encompass the functions currently delegated under Delegation 5.4 Temporary Closure of Thoroughfares, Delegation 5.5 Partial Closure of Thoroughfares for Repairs or Maintenance, Delegation 5.6 Revocation of Road Closure Order and Delegation 5.7 Temporary Closure of Thoroughfares – Events.

Several of the existing delegations relate to different parts of the same section of the Act (s.3.50). None of the existing delegations acknowledge the power under s.3.51 to notify affected owners of certain road closure proposals, which is an essential part of some road closure processes.

In addition, the Function of the new instrument of delegation provides greater detail with respect to the specific powers delegated to the CEO.

10. Delegation 5.4 Temporary Closure of Thoroughfares

See 9 above. Delegation 5.4 empowers the CEO to approve the temporary closure of all or part of any thoroughfare managed by the Shire of Gingin. It is proposed that the delegation be repealed and incorporated into new Delegation 11.18 Close Thoroughfares to Vehicles.

11. Delegation 5.5 Partial Closure of Thoroughfares for Repairs or Maintenance

See 9 above. Delegation 5.5 empowers the CEO to partially and temporarily close a thoroughfare to carry out repairs and maintenance without giving public notice. It is proposed that the delegation be repealed and incorporated into new Delegation 11.18 Close Thoroughfares to Vehicles.

12. Delegation 5.6 Revocation of Road Closure Order

See 9 above. Delegation 5.6 empowers the CEO to revoke an order to temporarily close a thoroughfare. It is proposed that the delegation be repealed and incorporated into new Delegation 11.18 Close Thoroughfares to Vehicles.

13. Delegation 5.7 Temporary Closure of Thoroughfares - Events

See 9 above. Delegation 5.7 empowers the CEO to determine applications for the temporary closure of roads for the purpose of conducting events. It is proposed that the delegation be repealed and incorporated into new Delegation 11.18 Close Thoroughfares to Vehicles.

14. New Delegation 1.1.19 Obstruction of Footpaths and Thoroughfares

It is proposed that Council adopt a new delegation granting authority to the CEO to deal with the obstruction of footpaths and thoroughfares under the *Local Government (Uniform Local Provisions) Regulations 1996*. This delegation will enable the CEO to:

- a. Require a person carrying out plastering, painting or decorating operations on or near a footpath on land controlled by the hire to cover the footpath to prevent damage to the footpath and inconvenience to the public;
- b. Grant permission (including imposing conditions) or refuse to grant permission for a person to place a thing or things on a public thoroughfare that may obstruct the thoroughfare.
- c. Renew and/or vary conditions relating to any permission granted in accordance with b. above.
- d. Require an owner or occupier of land to remove anything that has fallen from the land and that is obstructing a public thoroughfare; and
- e. Require an owner or occupier of land to remove any part of a structure, tree or plant that is encroaching on a public thoroughfare.

15. New Delegation 1.1.20 Public Thoroughfare – Dangerous Excavations

It is proposed that Council adopted a new delegation granting authority to the CEO, under the *Local Government (Uniform Local Provisions) Regulations 1996*, to determine if an excavation in or on land adjoining a public thoroughfare is dangerous and to either take action to fill it, or to request the owner/occupier of the relevant property to do so.

The delegation will also empower the CEO to determine an application to make an excavation in a public thoroughfare or on land adjoining a public thoroughfare.

16. New Delegation 1.1.21 Crossing – Construction, Repair and Removal

It is proposed that Council adopt a new delegation granting authority to the CEO to deal with crossovers giving access from a public thoroughfare to land or a private thoroughfare serving land in accordance with the *Local Government (Uniform Local Provisions) Regulations 1996*.

The delegation will empower the CEO to approve or refuse applications for the construction of a crossing from a public thoroughfare to land or a private thoroughfare and to determine the specifications for such a crossing. Additionally, in instances where a person fails to comply with a notice requiring them to construct or repair a crossing, the CEO is empowered to undertake the required works and recover 50% of the cost of doing so from the person.

17. Delegation 9.1 Determination of Minor Variation to Tender – RFT 01/2020 Management of Guilderton Caravan Park

Delegation 9.1, which was adopted by Council at its meeting on 18 August 2020 (Item 15.1), specifically authorises the CEO to make a determination as to a minor variation of tender with respect to RFT 01/2020. This tender process has been completed, with a management contract for the Guilderton Caravan Park being awarded to Belgravia Pro Pty Ltd.

Delegation 9.1 is therefore now defunct.

Building Act 2011 (Appendix 11.1.8)

1. Delegation 2.1.1 Approve or Refuse a Building Permit (formerly Delegation 6.1)

This delegation empowers the CEO to approve or refuse to grant a building permit, to impose conditions on the grant of a building permit, and to add, vary or revoke any imposed conditions before the building work is complete.

The Function of the delegation has been reworded to more clearly set out the powers currently delegated.

In addition, it is proposed that the delegation be extended to include the power to:

- a. Determine an application to extend the time during which a building permit has effect; and
 - b. Approve or refuse to approve an application for a new responsible person for a building permit.
2. Delegation 2.1.2 Occupancy Permits and Building Approval Certificates (formerly Delegation 6.3 Issue an Occupancy Permit and a Building Approval Certificate)

Delegation 2.1.2 currently empowers the CEO to issue an occupancy permit and a building approval certificate under the *Building Act 2011*. It is suggested that the powers granted by Delegation 2.1.2 be extended to also cover:

- a. The authority to require an applicant to provide any documentation or information required in order to determine an application;
 - b. The authority to impose, add, vary or revoke conditions on an occupancy permit; and
 - c. The power to extend or refuse to extend the period within which an occupancy permit or modification or building application certificate has effect.
3. Delegation 6.5 Extension of Occupancy Permit or Building Approval Certificate

It is suggested that this delegation be repealed and the powers addressed by it incorporated into Delegation 2.1.2 (above).

4. Delegation 2.1.3 Building Orders (formerly Delegation 6.6 Issue Building Orders)

Currently this delegation empowers the CEO to issue building orders in accordance with s.110 of the *Building Act 2011*. However there are a number of other activities associated with the determination of a Building Order and the delegation should be expanded to clarify exactly what those powers are, in keeping with the relevant legislation. It is therefore suggested that the Function of the delegation be extended to address:

- a. Authority to give notice of a proposed building order, consider any submissions received and determine any resulting action. Under s.111 of the *Building Act 2011*, before a building order is made each person to whom the order will be directed must be given written notice of the terms of the order and allowed 14 days within which to make a submission.

- b. Authority to revoke a building order (currently addressed separately by Delegation 6.7).
- c. Authority, where there is non-compliance with a building order, to instruct an authorised person to take action as required.
- d. Authority to prosecute for non-compliance with a building order.

5. Delegation 6.7 Revoke Building Orders

It is suggested that this delegation be repealed and the powers addressed by it incorporated into Delegation 2.1.3 (above).

6. Delegation 2.1.4 Demolition Permits (formerly Delegation 6.8 Approve or Refuse a Demolition Permit)

Delegation 6.8 currently empowers the CEO to approve or refuse a demolition permit. However as with the issuing of Building Orders, there are a number of activities associated with the determination of a demolition permit that should be clarified in the instrument of delegation.

It is suggested that the Function be extended to include:

- a. Authority to require an applicant to provide any documentation or information required in order to determine an application.
- b. Authority to vary or revoke conditions imposed on a demolition permit.
- c. Authority to determine an extension of time during which a demolition permit has effect.
- d. Authority to approve or refuse an application for a new responsible person for a demolition permit.

7. New Delegation 2.1.6 Private Pool Barrier – Alternative and Performance Solutions

It is proposed that consideration be given to delegating powers under the *Building Regulations 2012* to approve alternatives to barrier requirements for private swimming pools, provided that they comply with, or will restrict access as effectively as if they were compliant with, AS1926 Safety Barriers for Swimming Pools.

8. New Delegation 2.1.7 Smoke Alarms – Alternative Solutions

It is proposed that consideration be given to delegating powers under the *Building Regulations 2012* to:

- a. approve alternative building solutions which meet the performance requirements of the Building Code relating to fire detection and early warning; and
- b. approve or refuse a battery powered smoke alarm and to determine the form of an application for approval.

Cat Act 2011 (Appendix 11.1.9)

1. Delegation 3.15A *Cat Act 2011*

It is recommended that Delegation 3.15A be repealed and replaced with a series of delegations which separately address the powers currently addressed by Delegation 3.15A.

Currently, Delegation 3.15A empowers the CEO to fulfil, carry out, undertake or enforce any power or duty of the local government under the *Cat Act 2011* and its subsidiary legislation. It is preferable, however, to have separate instruments of delegation addressing each of the individual delegated powers, and to that end a series of new delegations have been drafted.

The new delegations cover all of the local government's powers exercisable under the *Cat Act 2011*, and therefore the scope of delegation to the CEO remains unchanged.

2. New Delegation 4.1.1 Cat Registrations

See 1 above. Delegates power to the CEO to take certain actions with respect to granting, refusing or cancelling cat registrations or renewal of cat registrations, to issue a new registration certificate or tag if the original has been lost, stolen or damaged and to reduce or waive a registration or approval to breed fee in respect of any cat or class of cats.

3. New Delegation 4.1.2 Cat Control Notices

See 1 above. Delegates power to the CEO to issue a cat control notice.

4. New Delegation 4.1.3 Approval to Breed Cats

See 1 above. Delegates power to grant, refuse, cancel or renew an approval to breed cats, to refuse to consider an application for registration or renewal of registration where the applicant doesn't provide the information required to make a decision, and to issue an approved breeder with a new certificate or tag if the original has been lost, stolen or damaged.

5. New Delegation 4.1.4 Recovery of Costs – Destruction of Cats

See 1 above. Delegates power to recover costs associated with the destruction and disposal of a cat.

6. New Delegation 4.1.5 Applications to Keep Additional Cats

See 1 above. Delegates power to require the supply of additional information in order to determine an application, to refuse to consider an application if requested additional information isn't supplied, and to grant or refuse approval for the keeping of an additional number of cats and to determine applicable conditions.

7. New Delegation 4.1.6 Reduce or Waive Registration Fee

See 1 above. Delegates power to reduce or waive a registration fee applicable to an individual cat.

Dog Act 1976 (Appendix 11.1.10)

1. Delegation 3.16 *Dog Act 1976*

It is recommended that Delegation 3.16 be repealed and replaced with a series of delegations which separately address the powers currently addressed by Delegation 3.16.

Currently, Delegation 3.16 empowers the CEO to fulfil, carry out, undertake or enforce any power or duty of the local government under the *Dog Act 1976* and its subsidiary legislation. This type of blanket delegation is not considered to be good governance practice. Ideally, an instrument of delegation should specify exactly which powers are being delegated.

In addition the Dog Act does contain some powers which can only be exercised by an Absolute Majority decision of Council. These powers are prohibited from delegation as a delegate is unable to fulfil the requirements of s.1.4 of the *Local Government Act 1995* for the decision to be made by a majority comprising enough of the members for the time being of the council for their number to be more than 50% of the number of offices (whether vacant or not) of the Council.

A series of new delegations have been drafted to cover those functions of the Act which are capable of delegation. The scope of delegation to the CEO remains unchanged.

2. New Delegation 5.1.1 Part Payment of Sterilisation Costs/Directions to Veterinary Surgeons

See 1 above. Delegates power to the CEO to determine whether the owner of a registered dog who is resident in the Shire would suffer hardship in paying the cost of sterilisation and to determine to make a payment towards the cost. Also empowers the CEO to give directions to a veterinary surgeon as a condition of any part payment of sterilisation costs.

3. New Delegation 5.1.2 Refuse or Cancel Registration

See 1 above. Delegates power to the CEO to refuse a dog registration and refund any fee, to direct a registration officer to refuse to register, or to renew or cancel the registration of, a dog, to discount or waive a registration fee for any individual dog or class of dogs, to apply to a JP for an order to seize a dog and to make a determination, following seizure, as to whether the dog is to be detained or destroyed.

4. New Delegation 5.1.3 Kennel Establishments

See 1 above. Delegates power to the CEO to grant, refuse to grant or cancel a kennel licence.

5. New Delegation 5.1.4 Recovery of Moneys Under this Act

See 1 above. Delegates power to the CEO to recover moneys due in relation to a dog that has been seized.

6. New Delegation 5.1.5 Dispose of or Sell Dogs Liable to be Destroyed

See 1 above. Delegates power to the CEO to dispose of or sell a dog that has been seized and is liable to be destroyed.

7. New Delegation 5.1.6 Declare Dangerous Dog

See 1 above. Delegates power to the CEO to declare an individual dog to be a dangerous dog.

8. New Delegation 5.1.7 Dangerous Dog Declared or Seized – Deal with Objections and Determine When to Revoke

See 1 above. Delegates power to the CEO to dismiss or uphold an objection to the declaration of a dangerous dog, to dismiss or uphold an objection to seizure of a dangerous dog, to revoke a declaration of a dangerous dog or a notice proposing that a dog be destroyed and, before dealing with an application to revoke a declaration or notice, to require the dog and its owner to attend a behaviour and training course.

9. New Delegation 5.1.8 Deal with Objection to Notice to Revoke Dangerous Dog Declaration or Destruction Notice

See 1 above. Delegates power to the CEO to determine either to dismiss or uphold an objection to a decision to revoke a notice declaring a dog to be dangerous, or a notice proposing to cause a dog to be destroyed.

10. New Delegation 5.1.9 Determine Recoverable Expenses for Dangerous Dog Declaration

See 1 above. Delegates power to the CEO to determine the charge to be paid by a dog owner in order to cover expenses incurred in making enquiries, investigations and inspections concerning the behaviour of a dangerous dog.

Food Act 2008 (Appendix 11.1.11)

1. New Delegation 6.1.1 Appoint Authorised Officers and Designated Officers

Currently the delegation of power to the CEO to appoint authorised officers and designated officers under the *Food Act 2008* is dealt with in separate instruments of delegation.

Given that the existing delegations both deal with the authorisation of officers to undertake certain duties under the *Food Act 2008*, it is proposed that they be repealed and replaced by a single instrument of delegation. No amendments are proposed to the actual scope of delegated power.

2. Delegation 4.3 *Food Act 2008* – Appointment of Authorised Officers

See 1 above. It is proposed that Delegation 4.3 be repealed and its Function, together with that of Delegation 4.4, incorporated into a new Delegation 6.1.1 Appoint Authorised Officers and Designated Officers.

3. Delegation 4.4 *Food Act 2008* – Appointment of Designated Officers

See 1 above. It is proposed that Delegation 4.4 be repealed and its Function, together with that of Delegation 4.3, incorporated into a new Delegation 6.1.1 Appoint Authorised Officers and Designated Officers.

4. Delegation 6.1.4 Determine Compensation (previously Delegation 4.9 *Food Act 2008* - Determine Compensation)

Delegation 6.1.4 empowers the CEO to make determinations with respect to applications for compensation from someone who has been served with a prohibition notice under the *Food Act 2008*, who has suffered loss as a result of the notice being served and who considers that there were insufficient grounds for making the order.

It is proposed that the instrument of delegation be extended to also include the power under s.56(2) of the *Food Act 2008* to determine applications for compensation for items seized where no contravention is proved to have been committed and the item cannot be returned.

5. New Delegation 6.1.5 Debt Recovery and Prosecutions

Currently there is no delegation of power in place to allow officers to recover costs incurred by the Shire in destroying or disposing of items seized under the *Food Act 2008*, or costs associated with taking any subsequent legal proceedings in court.

The proposed new delegation provides this power and the power to institute proceeding for an offence under the *Food Act 2008* to both the Executive Manager Regulatory and Development Services and the Principal Environmental Health Officer.

There is no power of sub-delegation under the *Food Act 2008*, and therefore Council must delegate direct to this officers in order for them to be able to exercise the relevant powers.

***Graffiti Vandalism Act 2016* (Appendix 11.1.12)**

Currently no delegations have been made to officers for any of the local government's powers under the *Graffiti Vandalism Act 2016*. Although it has not been necessary to exercise these powers to date, it is considered prudent for Council to delegate certain powers to the Administration in case they are required.

1. New Delegation 7.1.1 Give Notice Requiring Obliteration of Graffiti

Authorises the delegate to give written notice to the owner or occupier of a private property which has been defaced by graffiti requiring removal of the graffiti within a specified time.

The delegate is also authorised, where a person issued with a notice fails to take the required action, to anything necessary to remove the graffiti and to recover the costs incurred in doing so.

2. New Delegation 7.1.2 Notices – Deal with Objections and Give Effect to Notices

Empowers the delegate to deal with an objection to a notice issued under Delegation 7.1.1.

3. New Delegation 7.1.3 Obliterate Graffiti on Private Property

Authorises the delegate to take action to remove graffiti from property that is not local government property, with or without the consent of the owner or occupier.

4. New Delegation 7.1.4 Powers of Entry

Authorises the delegate to give notice of intended entry to the owner or occupier of land, premises or a thing for purposes under the *Graffiti Vandalism Act 2016*, and to obtain a warrant to enable entry if required.

Planning and Development Act 2005 (Appendix 11.1.13)

1. Delegation 7.2 Restrictive Covenants

Delegation 7.2 was adopted by Council in June 2002 and purports to empower the CEO to deal with applications pertaining to the placing of restrictive covenants on freehold land within the Shire of Gingin under s.129BA of the *Transfer of Land Act 1893*. The delegation was adopted in response to an Officer report seeking Council's position with respect to two applications made to the then Department of Conservation and Land Management for restrictive covenants to be placed on two properties within the Shire. Both applications were made by the landowners, and the Department invited the Shire of Gingin, as an agency with a vested interest in the properties, to make comment.

It is apparent that the intent of Council at the time was to permit the CEO to respond to any further such invitations without the need to refer the matter to Council. However, there are several issues with this delegation that must be considered, as follows:

- a. Section 129BA of the *Transfer of Land Act 1893*, which is referenced as the Express Power Delegated, deals with restrictive covenants benefiting local governments and public authorities, but does not make any reference to any power that could be delegated by a local government. The section basically allows for the creation of a restrictive covenant, by the State, in favour of a local government or a public authority.
- b. The Delegation identifies the Express Power of Delegation as cl. 11.3 of the Shire's Local Planning Scheme No. 9 (LPS 9). However LPS 9 does not contain a cl.11.3. A power of delegation is granted under s.82(1) of the Deemed Provisions as contained within the *Planning and Development (Local Planning Schemes) Regulations 2015*, but this only applies to the exercise of the Shire's powers under the Scheme and doesn't extend to actions that may or may not be taken under the *Transfer of Land Act 1893*.

- c. The *Transfer of Land Act 1893* does not contain any head of power for a local government to make delegations to the CEO.

The Shire's Planning Department has confirmed that this scenario is very rare, and in fact may not have been encountered again since Council's 2002 decision. It is therefore recommended that the delegation be repealed.

2. Delegation 8.1.6 Illegal Development (formerly Delegation 7.8 Enforcement and Legal Proceedings for Unauthorised Use or Built Development)

Delegation 8.1.6 empowers the CEO to take action under the Planning and Development Act 2005 with respect to unauthorised use or unauthorised built developments.

No amendments are proposed to the actual scope of the delegation. However, when comparing the terminology and legislation references used to WALGA's template version of this instrument of delegation, it is apparent that the legislation referenced as the Express Power to Delegate, Express Power Delegated and Express Power to Subdelegate requires amendment, and the Functions of the delegation need to be more specific.

3. Delegation 9.2 Determination of Minor Amendments – Development Approval for Proposed Oversize Caretaker's Dwelling on Lot 864 (12) Kendall Road, Lancelin

Delegation 9.2 was adopted by Council at its meeting on 17 December 2020 (Item 11.3.5). It specifically authorises the CEO to make a determination with respect to an application to amend an aspect of a development approval issued for a proposed oversize caretaker's dwelling on Lot 864 (12) Kendall Road, Lancelin, provided that the amendment would not substantially change the development as approved. The delegation did not extend to amendments proposing an extension to the capacity of the dwelling via increased rooms or floor area, or alterations to the conditions applied to the substantive approval.

As this development has now been completed, Delegation 9.2 is defunct and should be repealed.

Public Health Act 2016 (Appendix 11.1.14)

1. Delegation 4.8 Public Health Act 2016 – Certificates of Authority

It is proposed that this delegation be repealed. Delegation 4.8 empowers the CEO to sign Certificates of Authority issued to authorised officers appointed under the *Public Health Act 2016*. However, s.30 of the *Public Health Act 2016* requires that all authorised officers appointed under the Act must be issued with a Certificate of Authority. There is no discretion as to whether a Certificate will or will not be issued, and therefore no requirement for a delegation in this instance.

Council has delegated to the CEO the power to appoint authorised officers under the *Public Health Act 2016* (Delegation 9.1.1).

Council Policy 3.18 Disposition of Assets (Appendix 11.1.15)

As referenced elsewhere in this report, in the event that Council agrees to amend Delegation 1.1.12 Disposing of Assets, it will by extension be necessary to amend Policy 3.18. Currently, cl. 2 of the Policy prohibits the disposal of any Shire-owned land without reference to Council.

Proposed amendments which will align Policy 3.18 with amended Delegation 1.1.12 have been prepared for Council's consideration.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 5 - Administration

Division 2 – Council meetings, committees and their meetings and electors' meetings

Section 5.16 – Delegation of some powers and duties to certain committees

Section 5.18 – Register of delegations to committees

Division 4 – Local government employees

Section 5.42 – Delegation of some powers and duties to CEO

Section 5.46 – Register of, and records relevant to, delegations to CEO and employees

Building Act 2011

Part 10 – Permit authorities

Section 127 Delegation: special permit authorities and local governments

Bush Fires Act 1954

Part V – Miscellaneous

Section 48 – Delegation by local governments

Section 17(10) – Prohibited burning times may be declared by Minister

Cat Act 2011

Part 4 – Administration and enforcement

Division 2 – Delegations

Section 44 – Delegation by local government

Dog Act 1976

Part II – Administration

Section 10AA – Delegation of local government powers and duties

Food Act 2008

Part 10 Administration

Division 2 – Functions of enforcement agencies

Section 118 – Functions of enforcement agencies and delegation

Graffiti Vandalism Act 2016

Part 3 – Local government powers

Division 1 – Application

Section 16 – Delegation by local government

Planning and Development (Local Planning Schemes) Regulations 2015

Schedule 2 – Deemed provisions for local planning schemes

Part 10 – Enforcement and administration

Clause 82 – Delegations by local government

Public Health Act 2016

Part 2 – Administration

Division 3 – Functions of enforcement agencies

Section 21 – Enforcement agency may delegate

POLICY IMPLICATIONS

Policy 3.18 Disposition of Assets

As addressed elsewhere in this report, in the event that Council agrees to amend Delegation 1.1.12 Disposing of Property as proposed, then Policy 3.18 Disposition of Assets will also need to be amended by deleting cl. 2, which states that any proposal to dispose of Council-owned land must be submitted to Council for consideration.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence and Accountability
Strategic Objective	4.2 Effective Governance Apply systems of compliance which assist Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Vis

That Council:

- 1. Adopt the following delegations without amendment:**
 - a. Delegation 1.1.1 Serving of Notices Requiring Certain Things to be Done by Owner or Occupier of Land (Appendix 11.1.1);
 - b. Delegation 1.1.2 Doing Any of the Things Prescribed in Schedule 2 on Land That is not Shire Land (Appendix 11.1.1);
 - c. Delegation 1.1.3 Administering the Shire's Local Laws (Appendix 11.1.1);
 - d. Delegation 1.1.4 Powers of Entry (Appendix 11.1.1);
 - e. Delegation 1.1.5 Appointment of Authorised Persons and Approval of Complaint of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) (Appendix 11.1.1);
 - f. Delegation 1.1.6 Tenders for Goods and Services – Call Tenders (Appendix 11.1.1);
 - g. Delegation 1.1.7 Tenders for Goods and Services – Accepting and Rejecting Tenders; Varying Contracts; Exercising Contract Extension Options (Appendix 11.1.1);
 - h. Delegation 1.1.8 Application of Regional Price Preference Policy (Appendix 11.1.1);
 - i. Delegation 1.1.9 Waive or Grant Concessions on Money Owed to the Shire (Appendix 11.1.1);
 - j. Delegation 1.1.13 Payments from the Municipal or Trust Funds (Appendix 11.1.1);
 - k. Delegation 2.1.5 Designate Employees as Authorised Persons (Appendix 11.1.2)
 - l. Delegation 2.1.8 Appointment of Approved Officers and Authorised Officers (Appendix 11.1.2);

- m. Delegation 3.1.1 Prohibited Burning Times (Appendix 11.1.3);
- n. Delegation 3.1.2 Restricted Burning Times – Vary and Control Activities (Appendix 11.1.3);
- o. Delegation 3.1.3 Prosecution of Offences (Appendix 11.1.3);
- p. Delegation 3.1.4 Appoint Bush Fire Control Officer/s and Fire Weather Officer/s (Appendix 11.1.3);
- q. Delegation 3.1.5 Firebreaks (Appendix 11.1.3);
- r. Delegation 3.1.6 Burning Garden Refuse/Open Air Fires (Appendix 11.1.3);
- s. Delegation 3.1.7 Recovery of Expenses Incurred Through Contraventions of the *Bush Fires Act 1954* (Appendix 11.1.3);
- t. Delegation 3.1.8 Prohibit or Postpone the Lighting of Fires (Appendix 11.1.3);
- u. Delegation 3.1.9 Control of Operations Likely to Create Bush Fire Danger (Appendix 11.1.3);
- v. Delegation 3.1.10 Make Request to FES Commissioner – Control of Fire (Appendix 11.1.3);
- w. Delegation 6.1.2 Prohibition Orders (Appendix 11.1.4);
- x. Delegation 6.1.3 Registration of Food Businesses (Appendix 11.1.4);
- y. Delegation 8.1.1 Town Planning Powers (Appendix 11.1.5);
- z. Delegation 8.1.2 Advertising (Appendix 11.1.5);
- aa. Delegation 8.1.3 Non-Statutory Delegations (Appendix 11.1.5);
- bb. Delegation 8.1.4 Miscellaneous (Appendix 11.1.5);
- cc. Delegation 8.1.5 Sea Containers (Appendix 11.1.5);
- dd. Delegation 9.1.1 Designation of Authorised Officers (Appendix 11.1.6); and

- ee. Delegation 9.1.2 Appointment of Authorised and Approved Officers (Appendix 11.1.6).

2. Repeal the following delegations:

- a. Delegation 1.16 Appointment of Acting Chief Executive Officer (For Periods of 35 Days or Less) (Appendix 11.1.7);
- b. Delegation 5.4 Temporary Closure of Thoroughfares (Appendix 11.1.7);
- c. Delegation 5.5 Partial Closure of Thoroughfares for Repairs or Maintenance (Appendix 11.1.7);
- d. Delegation 5.6 Revocation of Road Closure Order (Appendix 11.1.7);
- e. Delegation 5.7 Temporary Closure of Thoroughfares – Events (Appendix 11.1.7);
- f. Delegation 9.1 Determination of Minor Variation to Tender – RFT 01/2020 Management of Guilderton Caravan Park (Appendix 11.1.7);
- g. Delegation 6.5 Extension of Occupancy Permit or Building Approval Certificate (Appendix 11.1.8);
- h. Delegation 6.7 Revoke Building Orders (Appendix 11.1.8);
- i. Delegation 3.15A *Cat Act 2011* (Appendix 11.1.9);
- j. Delegation 3.16 *Dog Act 1976* (Appendix 11.1.10);
- k. Delegation 4.3 *Food Act 2008* – Appointment of Authorised Officers (Appendix 11.1.11);
- l. Delegation 4.4 *Food Act 2008* – Appointment of Designated Officers (Appendix 11.1.11);
- m. Delegation 7.2 Restrictive Covenants (Appendix 11.1.13);
- o. Delegation 9.2 Determination of Minor Amendments – Development Approval for Proposed Oversize Caretaker's Dwelling on Lot 864 (12) Kendall Road, Lancelin (Appendix 11.1.13);
- o. Delegation 4.8 *Public Health Act 2016* – Certificates of Authority (Appendix 11.1.14).

3. Amend and adopt the following delegations:
 - a. Delegation 1.1.10 Power to Invest and Manage Investments (Appendix 11.1.7);
 - b. Delegation 1.1.11 Rates and Service Charges (Appendix 11.1.7);
 - c. Delegation 1.1.12 Disposing of Assets (Appendix 11.1.7);
 - d. Delegation 1.1.14 Declare Vehicle is Abandoned Vehicle Wreck (Appendix 11.1.7);
 - e. Delegation 1.1.15 Confiscated or Uncollected Goods (Appendix 11.1.7);
 - f. Delegation 1.1.16 Disposal of Sick or Injured Animals (Appendix 11.1.7);
 - g. Delegation 1.1.17 Gates Across Public Thoroughfares (Appendix 11.1.7);
 - h. Delegation 2.1.1 Approve or Refuse a Building Permit (Appendix 11.1.8);
 - i. Delegation 2.1.2 Occupancy Permits and Building Approval Certificates (Appendix 11.1.8);
 - j. Delegation 2.1.3 Building Orders (Appendix 11.1.8);
 - k. Delegation 2.1.4 Demolition Orders (Appendix 11.1.8);
 - l. Delegation 6.1.4 Determine Compensation (Appendix 11.1.11);
 - m. Delegation 8.1.6 Illegal Development (Appendix 11.1.13);
4. Adopt the following new delegations:
 - a. Delegation 1.1.18 Close Thoroughfares to Vehicles (Appendix 11.1.7);
 - b. Delegation 1.1.19 Obstruction of Footpaths and Thoroughfares (Appendix 11.1.7);
 - c. Delegation 1.1.20 Public Thoroughfare – Dangerous Excavations (Appendix 11.1.7);
 - d. Delegation 1.1.21 Crossing – Construction, Repair and Removal (Appendix 11.1.7);

- e. Delegation 2.1.6 Private Pool Barrier – Alternative and Performance Solutions (Appendix 11.1.8);
- f. Delegation 2.1.7 Smoke Alarms – Alternative Solutions (Appendix 11.1.8);
- g. Delegation 4.1.1 Cat Registrations (Appendix 11.1.9);
- h. Delegation 4.1.2 Cat Control Notices (Appendix 11.1.9);
- i. Delegation 4.1.3 Approval to Breed Cats (Appendix 11.1.9);
- j. Delegation 4.1.4 Recovery of Costs – Destruction of Cats (Appendix 11.1.9);
- k. Delegation 4.1.5 Applications to Keep Additional Cats (Appendix 11.1.9);
- l. Delegation 4.1.6 Reduce or Waive Registration Fee (Appendix 11.1.9);
- m. Delegation 5.1.1 Part Payment of Sterilisation Costs/Directions to Veterinary Surgeons (Appendix 11.1.10);
- n. Delegation 5.1.2 Refuse or Cancel Registration (Appendix 11.1.10);
- o. Delegation 5.1.3 Kennel Establishments (Appendix 11.1.10);
- p. Delegation 5.1.4 Recovery of Moneys Under this Act (Appendix 11.1.10);
- q. Delegation 5.1.5 Dispose of or Sell Dogs Liable to be Destroyed (Appendix 11.1.10);
- r. Delegation 5.1.6 Declare Dangerous Dog (Appendix 11.1.10);
- s. Delegation 5.1.7 Dangerous Dog Declared or Seized – Deal with Objections and Determine When to Revoke (Appendix 11.1.10);
- t. Delegation 5.1.8 Deal with Objection to Notice to Revoke Dangerous Dog Declaration or Destruction Notice (Appendix 11.1.10);
- u. Delegation 5.1.9 Determine Recoverable Expenses for Dangerous Dog Declaration (Appendix 11.1.10);
- v. Delegation 6.1.1 Appoint Authorised Officers and Designated Officers (Appendix 11.1.11);
- w. Delegation 6.1.5 Debt Recovery and Prosecutions (Appendix 11.1.11);

- x. Delegation 7.1.1 Give Notice Requiring Obliteration of Graffiti (Appendix 11.1.12);
- y. Delegation 7.1.2 Notices – Deal with Objections and Give Effect to Notices (Appendix 11.1.12);
- z. Delegation 7.1.3 Obliterate Graffiti on Private Property (Appendix 11.1.12);
- aa. Delegation 7.1.4 Powers of Entry (Appendix 11.1.12);
- 4. Amend and adopt Policy 3.18 Disposition of Assets (Appendix 11.1.15).

CARRIED BY ABSOLUTE MAJORITY
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FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

DELEGATIONS

1. Local Government Act 1995

Delegation	1.1.1 Serving of Notices Requiring Certain Things to be Done by Owner or Occupier of Land (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.25 Notices requiring certain things to be done by owner or occupier of land • s.3.26 Additional powers when notices given
Function	<p>1. To issue notices requiring the owner or, unless indicated otherwise by Schedule 3.1, the occupier of land to do anything:</p> <ul style="list-style-type: none"> • specified in Schedule 3.1, Division 1; or • that is for the purpose of remedying or mitigating the effects of any offence against a provision prescribed in Schedule 3.1, Division 1. <p>2. If the notice recipient fails to comply with the notice, to do anything that is considered necessary to achieve, so far as is practicable, the purpose for which the notice was given.</p> <p>3. To recover the cost of anything done under 2. above from the person who fails to comply with the notice.</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • <i>Sch. 3.1 Powers under notices to owners or occupiers of land</i>
Policy	Nil
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.

Delegation	1.1.2 Doing Any of the Things Prescribed in Schedule 3.2 on Land That is Not Shire Property (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<i>Local Government Act 1995:</i> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> <ul style="list-style-type: none"> • s.3.27 Particular things local governments can do on land that is not local government property
Function	To do any of the things prescribed in Schedule 3.2 even though the land on which the thing is to be done is not Shire property and the Shire does not have consent to do it.
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegation to be captured in the Shire's records management system.

Delegation	1.1.3 Administering the Shire's Local Laws (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<i>Local Government Act 1995</i> s. 5.42 Delegation of some powers and duties to the CEO
Express power or duty delegated	<i>Local Government Act 1995</i> s. 3.18 Performing executive functions
Function	To exercise all the powers and discharge all the duties of the Shire of Gingin so as to administer the Local Laws made by the Shire.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Shire of Gingin Local Laws</p> <ul style="list-style-type: none"> • Activities in Thoroughfares and Public Places and Trading Local Law 2004 • Bee Keeping Local Law 2004 • Bush Fire Brigades Local Law 2004 • Cemeteries Local Law 2014 • Dogs Local Law 2004 • Extractive Industries Local Law 2004 • Fencing Local Law 2016 • Health Local Law 2017 • Keeping and Control of Cats Local Law 2016 • Local Government Property Local Law 2004 • Meeting Procedures Local Law 2014 • Parking and Parking Facilities Local Law 2004 • Pest Plants Local Law 2015 • By-laws Relating to Signs and Bill Posting 1982 • Waste Local Law 2016
Policy	Nil
Record keeping	<p>Records of the exercise of all delegations are to be kept in accordance with:</p> <p><i>Local Government Act 1995</i> s. 5.46 Register of, and records relevant to, delegations to CEO and employees</p> <p><i>Local Government (Administration) Regulations 1996</i> Reg. 19 Delegates to keep certain records (Act s. 5.46(3))</p>

Delegation	1.1.4 Powers of Entry (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.28 When this Subdivision applies • s.3.32 Notice of entry • s.3.33 Entry under warrant • s.3.34 Entry in an emergency • s.3.36 Opening fences
Function	<p>1. Authority to exercise powers of entry to enter onto land to perform any of the local government's functions under the <i>Local Government Act 1995</i>, other than entry under a local law [s.3.28].</p> <p>2. Authority to give notice of entry [s.3.32].</p> <p>3. Authority to seek and execute an entry under warrant [s.3.33].</p> <p>4. Authority to execute entry in an emergency, using such force as is reasonable [s.3.34(1) and (3)].</p> <p>5. Authority to give notice and effect entry by opening a fence [s.3.36].</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<p><i>Local Government Act 1995:</i></p> <p>s.9.10 Appointment of authorised persons - refer also s.3.32(2)</p> <p>Part 3, Division 3 - prescribes statutory processes for Powers of Entry</p>
Policy	Nil
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.

Delegation	1.1.5 Appointment of Authorised Persons and Approval of Complaint of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<i>Local Government Act 1995</i> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Model Code of Conduct) Regulations 2021</i> Schedule 1 Model code of conduct <ul style="list-style-type: none"> • cl.11(2)(a) and (b) and 11(3) Complaint about alleged breach
Function	1. Approve the form in which complaints relating to alleged breaches of the Code of Conduct for Council Members, Committee Members and Candidates must be submitted. 2. Appoint authorised persons to receive complaints and withdrawals of complaints in relation to alleged breaches of the Code of Conduct for Council Members, Committee Members and Candidates.
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Code of Conduct for Council Members, Committee Members and Candidates
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.

Delegation	1.1.6 Tenders for Goods and Services - Call Tenders (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government Act 1995</i></p> <ul style="list-style-type: none"> • s.3.57 Tenders for providing goods or services <p><i>Local Government (Functions and General) Regulations 1996</i></p> <ul style="list-style-type: none"> • r.11(1) and (2) when tenders have to be publicly invited • r.13 Requirements when local government invites tenders though not required to do so • r.14 Publicly inviting tenders, requirements for
Function	<p>1. Authority to call tenders [r.11(1)].</p> <p>2. Authority to invite tenders although not required to do so [r.13].</p> <p>3. Authority to determine in writing, before tenders are called, the criteria for acceptance of tenders [r.14(2a)].</p> <p>4. Authority to determine the information that is to be disclosed to those interested in submitting a tender [r.14(4)(a)].</p> <p>5. Authority to vary tender information after public notice of invitation to tender and before the close of tenders, taking reasonable steps to ensure each person who has sought copies of the tender information is provided with notice of the variation [r.14(5)].</p>
Delegates	CEO
Conditions	<p>1. Tenders may only be called where there is an adopted budget for the proposed goods or services, with the exception being in the period immediately prior to the adoption of a new annual budget where:</p> <ul style="list-style-type: none"> a. the proposed goods or services are required to fulfil a routine contract related to the day to day operations of the local government; r b. a current supply contract expiry is imminent; and c. the value of the proposed new contract has been included in the draft annual budget proposed for adoption; and d. The tender specification includes a provision that the tender will only be awarded subject to the budget adoption by Council.
Statutory framework	Nil
Policy	Policy 3.10 Purchasing

Shire of Gingin

Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.
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Delegation	1.1.7 Tenders for Goods and Services - Accepting and Rejecting Tenders; Varying Contracts; Exercising Contract Extension Options (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government Act 1995</i></p> <ul style="list-style-type: none"> • s.3.57 Tenders for providing goods or services <p><i>Local Government (Functions and General) Regulations 1995</i></p> <ul style="list-style-type: none"> • r.11(2)(i) Exercising contract extension options • r.18(2), (4), (4a), (5), (6) and (7) Rejecting and accepting tenders • r.20(1), (2), (3) Variation of requirements before entry into contract • r.21A Varying a contract for the supply of goods or services

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Function	<p>1. Authority to determine whether or not to reject tenders that do not comply with requirements as specified in the invitation to tender [F&G.r.18(2)]</p> <p>2. Authority to seek clarification from tenderers in relation to information contained in their tender submission [F&Gr.18(4a)]</p> <p>3. Authority to assess, by written evaluation, tenders that have not been rejected, to determine:</p> <p>a. The extent to which each tender satisfies the criteria for deciding which tender to accept; and</p> <p>b. To accept the tender that is most advantageous within the value limitation detailed as a condition on this Delegation [F&G r.18(4)].</p> <p>4. Authority to decline to accept any tender [F&G r.18(5)]</p> <p>5. Authority to accept the next most advantageous tender if, within 6 months of accepting a tender, a contract has not been entered into <u>OR</u> the local government and the successful tenderer agree to terminate the contract [F&G r.18(6) & (7)].</p> <p>6. Authority to determine whether variations in goods and services required are minor variations, and to negotiate with the successful tenderer to make minor variations <u>before</u> entering into a contract [F&G r.20(1) and (3)].</p> <p>7. Authority to choose the next most advantageous tender to accept, if the chosen tenderer is unable or unwilling to form a contract to supply the varied requirement <u>OR</u> the minor variation cannot be agreed with the successful tenderer, so that the tenderer ceases to be the chosen tenderer [F&G r.20(2)].</p> <p>8. Authority to vary a tendered contract, <u>after</u> it has been entered into, provided the variation/s are necessary for the goods and services to be supplied and do not change the scope of the original contract or increase the contract value beyond the amount set aside in the adopted Budget.</p> <p>9. Authority to exercise a contract extension option that was included in the original tender specification and contract [F&G r.11(2)(j)]</p>
Delegates	CEO

Conditions	<p>1. In accordance with s.5.43(b), tenders may only be accepted under this delegation where:</p> <p>a. The total consideration under the resulting contract is \$250,000 or less; and</p> <p>b. The expense is included in the adopted Annual Budget.</p> <p>2. A decision to vary a tendered contract <u>before</u> entry into the contract can only be made under this delegation where the variation is minor in comparison to the total goods or services that tenderers were invited to supply.</p> <p>3. A decision to vary a tendered contract <u>after</u> entry into the contract can only be made under this delegation if the variation is necessary for the goods and/or services to be supplied, and does not change the scope of the contract.</p> <p>4. A decision to vary any contract can only be made under this delegation if the cost of the variation can be met from funds set aside for the contract in the adopted Budget.</p> <p>5. A decision to renew or extend a contract can only be made under this delegation if:</p> <p>a. The original contract contained an option to renew or extend its term as per f.11(2)(j); and</p> <p>b. The contractor's performance has been reviewed and the review evidences the rationale for entering into the extended term; and</p> <p>c. The extension is either on the same terms and conditions as the last year of the original term (allowing for price increases in line with the contract provision for price, if any), or is subject to a variation that is deemed to be a minor variation.</p> <p>6. Variations to tenders and contracts with a value exceeding 10% of the total contract value must be progressed in consultation with the Shire President and Deputy Shire President.</p>
Policy	Policy 3.10 Purchasing
Record keeping	Details of each exercise of delegated power must be captured within the Shire's electronic records management system in accordance with s.5.46 of the <i>Local Government Act 1995</i> and r.19 of the <i>Local Government (Administration) Regulations 1996</i> .

Delegation	1.1.8 Application of Regional Price Preference Policy (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegations of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government (Functions and General) Regulations 1996</i></p> <ul style="list-style-type: none"> • r.24G Adopted regional price preference policy, effect of
Function	1. Authority to decide when not to apply the regional price preference policy to a particular future tender [F&G r.24G].
Delegates	CEO
Conditions	1. This delegation may only be exercised following an investigation that determines there are no regional tenderers that are able to provide the services.
Statutory framework	Delegates are designated employee under s.5.74 and are required to provide Primary and Annual Returns.
Policy	Council Policy 1.44 Regional Price Preference Council Policy 3.10 Purchasing
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.

Delegation	1.1.9 Waive or Grant Concessions on Money Owed to the Shire (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.6.12(10)(b) & (c) Power to defer, grant discounts, waive or write off debts
Function	<p>To:</p> <ol style="list-style-type: none"> 1. Waive or grant concessions in relation, or write off, any amount of money which is owed to the Shire; and 2. Determine any conditions that may be applicable to the granting of a concession under subsection 6.12(1)(b).
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. The maximum amount to be written off under this delegation is \$1,000.00. 2. This delegation extends only to monies owed to the Shire under the provisions of the <i>Local Government Act 1995</i>. 3. Fees levied under the <i>Planning and Development Act 2005</i> and the <i>Building Act 2011</i> are addressed by Council's Policy 3.19 - Fees Relating to Planning and Building Matters. 4. This delegation does not apply to the writing off or waiving of rates or service charges in accordance with s.6.12(2) of the <i>Local Government Act 1995</i>.
Statutory framework	Nil
Policy	Council Policy 3.19 - Fees Relating to Planning and Building Matters
Record keeping	Each exercise of delegation must be recorded in the Shire's Records Management System.

Delegation	1.1.13 Payments from the Municipal or Trust Funds (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government (Financial Management) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.12(1) Payments from municipal fund or trust fund, restrictions on making
Function	To make payments from the Municipal Fund or Trust Fund.
Delegates	CEO
Conditions	<p>1. Authority to make payments is subject to annual budget limitations.</p> <p>2. Requests for donations can be determined under this delegation where the individual value of the donation sought is \$1,000 or less and sufficient funds are available in the current adopted budget, subject to the following criteria:</p> <ul style="list-style-type: none"> a. it can be demonstrated that the donation will be of significant benefit to the local community; b. The request is made by a community group or not for profit organization, or from a person or group who is running a not for profit activity; c. The group's financial status is such as to justify a donation from the Shire; d. Special circumstances or needs existing,, in the opinion of the CEO, to warrant a donation (eg support of needy groups or individuals who bring credit to the municipality by achieving State or national representation or awards, which sees them requiring financial assistance for travelling, accommodation or other incidental expenses). <p>3. Details of all donations approved under delegated authority, including justification of the decision, are to be provided to Council on a monthly basis.</p>
Statutory framework	<p><i>Local Government Act 1995</i></p> <p><i>Local Government (Financial Management) Regulations 1996</i> - refer specifically r.13 Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.</p> <p><i>Local Government (Audit) Regulations 1996</i></p> <p>Department of Local Government, Sport and Cultural Industries' Operational Guideline No. 11 - Use of Corporate Credit Cards</p> <p>Department of Local Government, Sport and Cultural Industries' Accounting Manual</p>

Shire of Gingin

Policy	Council Policy 3.2 Investments Council Policy 3.9 Purchasing and Ordering of Goods Council Policy 3.10 Purchasing
Record keeping	Each exercise of delegation is to be recorded in the Shire's records management system.

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Delegation	2.1.5 Designate Employees as Authorised Persons (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.96(3) Authorised persons • s.99(3) Limitations on powers of authorised person
Function	<p>1. Authority to designate an employee as an authorised person[s.96(3)].</p> <p>2. Authority to revoke or vary a condition of designation as an authorised person or give written notice to an authorised person limiting powers that may be exercised by that person [s.99(3)].</p> <p>NOTE: An authorised person for the purposes of s.96(3) and 99(3) is not an approved officer or authorised officer for the purposes of r.70 of the <i>Building Act 2011</i>.</p>
Delegates	CEO
Conditions	1. Decisions under this delegated authority should be in accordance with r.5 of the <i>Building Regulations 2012</i> .
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.97 Identity cards
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	2.1.8 Appointment of Approved Officers and Authorised Officers (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Regulations 2012:</i> <ul style="list-style-type: none"> • r.70 Approved officers and authorised officers
Function	<p>1. Authority to appoint an approved officer for the purposes of s.6(a) of the <i>Criminal Procedure Act 2004</i>, in accordance with r.70(1) and 70(1A). NOTE: Only employees delegated under s.5.44(1) of the <i>Local Government Act 1995</i> with power under s.9.19 or 9.20 of that Act may be appointed as "approved officers".</p> <p>2. Authority to appoint an authorised officer for the purposes of s.6(b) of the <i>Criminal Procedure Act 2004</i>, in accordance with r.70(2). NOTE: Only employees appointed under s.9.10 of the <i>Local Government Act 1995</i> and authorised for the purpose of performing functions under s.9.16 of that Act may be appointed as "authorised officers".</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Regulations 2012:</i> <ul style="list-style-type: none"> • r70(3) Approved officers and authorised officers - each authorised officer must be issued with a certificate of appointment.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

3. Bush Fires Act 1954

Delegation	3.1.1 Prohibited Burning Times - Vary and Control Activities (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<p><i>Bush Fires Act 1954</i></p> <ul style="list-style-type: none"> • s.48 Delegation by local government • s.17(10) Prohibited burning times may be declared by Minister (power of delegation to Mayor or President and Chief Bush Fire Control Officer for ONLY powers under s.17(7) and (8))
Express power or duty delegated	<p><i>Bush Fires Act 1954</i></p> <ul style="list-style-type: none"> • s.17(7) Prohibited burning times may be declared by Minister • s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions • s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land <p><i>Bush Fires Regulations 1954</i></p> <ul style="list-style-type: none"> • r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. • r.15C Local government may prohibit burning on certain days • r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times • r.39B Crop dusters etc., use of in restricted or prohibited burning times
Function	<ol style="list-style-type: none"> 1. Authority, where seasonal conditions warrant it, to determine a variation of prohibited burning times after consultation with an authorized CALM Act officer [s.17(7)]. 2. Authority to determine permits to burn during a Prohibited Burning Time that have previously been refused by a Bush Fire Control Officer [r.15]. 3. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of Sunday or public holiday in the whole or a specified part of the District during a Prohibited Burning Time is prohibited, unless written consent of a Bush Fire Control Officer is obtained [r.38C]. 4. Authority to determine, during a Prohibited Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B(2)]. 5. Authority to issue directions, during a Prohibited Burning Time, to a Bush Fire Control Officer regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)]. 6. Authority to prohibit the use of tractors, engines or self-propelled harvesters during a Prohibited Burning Time, and to give permission for use of same during a Prohibited Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)]. 7. Authority to recover the cost of measures taken by the Shire of Gingin or a Bush Fire Control Officer to extinguish a fire burning during a Prohibited Burning Time where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire on the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].

Delegates	CEO Community Emergency Services Manager/Chief Bush Fire Control Officer President
Conditions	<p>1. Delegation of power to the President and the Community Emergency Services Manager/Chief Bush Fire Control Officer relates to Function 1 only. Decisions must be undertaken jointly and must comply with the procedural requirements of s.17(7B) and (8).</p> <p>2. Delegation of power to the CEO relates to Functions 2-6 only.</p> <p>3. The delegation of power under Function 2 is only to be exercised where:</p> <p>a. The Chief Bush Fire Control Officer is unable or unwilling to make a determination in this regard; or</p> <p>b. The determination relates to a decision made by the Chief Bush Fire Control Officer.</p>
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

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Delegation	3.1.2 Restricted Burning Times - Vary and Control Activities (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<p><i>Bush Fires Act 1954</i></p> <ul style="list-style-type: none"> • s.48 Delegation by local government
Express power or duty delegated	<p><i>Bush Fires Act 1954</i></p> <ul style="list-style-type: none"> • s.18(5), (11) Restricted burning times may be declared by FES Commissioner • s.22(6) and (7) Burning on exempt land and land adjoining exempt land • s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions • s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land <p><i>Bush Fires Regulations 1954</i></p> <ul style="list-style-type: none"> • r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. • r.15C Local government may prohibit burning on certain days • r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times • r.39B Crop dusters etc., use of in restricted or prohibited burning times

DRAFT

Function	<p>1. Authority, where seasonal conditions warrant it, and after consultation with an authorised CALM Act officer, to determine to vary the restricted burning times in respect of that year [s.18(5)].</p> <p>2. Authority to determine to prohibit burning during a Restricted Burning Time on Sundays or specified days that are public holidays in the District [r.15C].</p> <p>3. Authority, where a permitted burn fire escapes or is out of control in the opinion of a Bush Fire Control Officer or an officer of a Bush Fire Brigade, to determine to recoup bush fire brigade expenses arising from preventing extension of or extinguishing an out of control permitted burn [s.18(11)].</p> <p>4. Authority to determine permits to burn during restricted times that have previously been refused by a Bush Fire Control Officer [r.15].</p> <p>5. Authority to arrange with the occupier of exempt land, the occupier of land adjoining it and a Bush Fire Brigade to cooperate in burning firebreaks, and require the occupier of adjoining land to provide, by the date of the burning, ploughed or cleared firebreaks parallel to the common boundary [s.22(6) and (7)].</p> <p>6. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of any Sunday or public holiday in the whole or a specified part of the District during a Restricted Burning Time is prohibited, unless written consent of a Bush Fire Control Officer is obtained [r.38C].</p> <p>7. Authority to determine, during a Restricted Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B].</p> <p>8. Authority to issue directions, during a Restricted Burning Time, to a Bush Fire Control Officer regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)].</p> <p>9. Authority to prohibit the use of tractors, engines or self-propelled harvesters during a Restricted Burning Time, and to give permission for use of same during the Restricted Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)].</p> <p>10. Authority to recover the cost of measures taken by the Shire of Gingin or a Bush Fire Control Officer to extinguish a fire burning during a Restricted Burning Time, where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire on the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].</p>
Delegates	CEO
Conditions	<p>1. The delegation of power granted under Function 4 is only to be exercised where:</p> <p>a. The Chief Bush Fire Control Officer is unable or unwilling to make a determination in this regard; or</p> <p>b. The decision to refuse a permit to burn has been made by the Chief Bush Fire Control Officer.</p>
Statutory framework	Nil
Policy	Nil

Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.
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Delegation	3.1.3 Prosecution of Offences (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> s.59 Prosecution of offences s.59A Alternative procedure - infringement notices
Function	<p>1. Authority to institute and carry on proceedings against a person for an offence alleged to be committed against this Act [s.59].</p> <p>2. Authority to serve an infringement notice for an offence against this Act [s.59A(2)] (as determined by conditions of delegation).</p> <p>3. Authority to withdraw an infringement notice for an offence against this Act [s.59A(5)] (as determined by conditions of delegation).</p>
Delegates	<p>CEO Community Emergency Services Manager/Chief Bush Fire Control Officer Executive Manager Regulatory and Development Services Manager Ranger Services Ranger Senior Ranger</p>
Conditions	<p>CEO With respect to s.59A, delegation excludes the power to issue infringements.</p> <p>Executive Manager Regulatory and Development Services With respect to s.59A, delegation excludes the power to issue infringements.</p> <p>Community Emergency Services Manager/Chief Bush Fire Control Officer With respect to s.59A, delegation excludes the power to withdraw infringements.</p> <p>Manager Ranger Services With respect to s.59A, delegation excludes the power to withdraw infringements.</p> <p>Senior Ranger With respect to s.59A, delegation excludes the power to withdraw infringements.</p> <p>Ranger With respect to s.59A, delegation excludes the power to withdraw infringements.</p>
Statutory framework	Nil
Policy	Nil
Record keeping	Exercise of delegation to be recorded in the Shire's Records Management System.

Delegation	3.1.4 Appoint Bush Fire Control Officer/s and Fire Weather Officer/s (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> S. 48 Delegation by local governments
Express power or duty delegated	<i>Bush Fires Act 1954</i> s. 38 Local government may appoint bush fire control officer
Function	<p>1. Authority to appoint persons to be Bush Fire Control Officers for the purposes of the <i>Bush Fires Act 1954</i>; and</p> <p>a. Of those Officers, to appoint one as the Chief Bush Fire Control Officer and one as the Deputy Chief Bush Fire Control Officer; and</p> <p>b. To determine the respective seniority of the other Bush Fire Control Officers so appointed [s.38(1)].</p> <p>2. Authority to issue directions to a Bush Fire Control Officer to burn on or at the margins of a road reserve under the care, control and management of the Shire of Gingin [s.38(5A)].</p> <p>3. Authority to appoint a Fire Weather Officer, selected from senior Bush Fire Control Officers previously appointed and, where more than one Fire Weather Officer is appointed, define a part of the District in which each Fire Weather Officer shall have exclusive right to exercise the powers of s.38(17). [s.38(8) and (9)]</p> <p>4. Authority to appoint Deputy Fire Weather Officer/s as considered necessary and, where two or more deputies are appointed, to determine seniority [s.38(10)].</p>
Delegates	CEO
Conditions	<p>1. Chief Bush Fire Control Officer is to be the Shire's Community Emergency Services Manager (or equivalent position). Any other proposed appointment must be presented to Council for consideration.</p> <p>2. Appointments to the position of Deputy Chief Bush Fire Control Officer must result from a recommendation of the Shire's Bush Fire Advisory Committee.</p> <p>3. Appointments to the position of Bush Fire Control Office must result from a recommendation of the Shire's Bush Fire Advisory Committee.</p> <p>Condition 3 does not apply to the appointment of Shire Rangers as Bush Fire Control Officers for the Shire in its entirety.</p>
Statutory framework	<i>Shire of Gingin Bush Fire Brigades Local Law 2004</i>
Policy	Policy 4.2 - Bush Fire Control

Record keeping	<p>Records of bush fire control officers and bush fire brigade officers appointed by or holding office under the local government to be maintained in accordance with:</p> <p><i>Bush Fires Act 1954</i> s. 50 Records to be maintained by local government</p> <p>In addition, records of the exercise of all delegations are to be kept in accordance with:</p> <p><i>Local Government Act 1995</i> s. 5.46 Register of, and records relevant to, delegations to CEO and employees</p> <p><i>Local Government (Administration) Regulations 1996</i> Reg. 19 Delegates to keep certain records (Act s. 5.46(3))</p>
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Delegation	3.1.5 Firebreaks (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.33 Local government may require occupier of land to plough or clear firebreaks
Function	<p>1. Authority to give written notice to an owner or occupier of land or all owners or occupiers of land within the District requiring them, to the satisfaction of the Shire of Gingin:</p> <p>a. to clear firebreaks as determined necessary and as specified in the notice; and</p> <p>b. to act in respect to anything which is on the land and is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire; and</p> <p>c. as a separate or coordinated action with any other person, to carry out similar actions [s.33 (1)].</p> <p>2. Authority to direct a Bush Fire Control Officer or any other employee to enter into the land of an owner or occupier to carry out the requisitions of the notice which have not been complied with [s.33(4)].</p> <p>3. Authority to recover any costs an expenses incurred in doing the acts, matters or things required to carry out the requisitions of the notice ([s.33(5)]).</p> <p>4. Authority to, at the request of an owner or occupier of land within the District, carry out on the land, at the expense of the owner or occupier, any works for the removal or abatement of a fire danger and, if necessary, recover the expense of undertaking such works from the owner or occupier in a court of competent jurisdiction.</p>
Delegates	CEO
Conditions	The draft firebreak notice shall be submitted to the Shire's Bush Fire Advisory Committee for consideration prior to submission to the Chief Executive Officer for approval.
Statutory framework	Nil
Policy	N/A
Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.1.6 Burning Garden Refuse/Open Air Fires (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.24F Burning garden refuse during limited burning times • s.24G Minister or local government may further restrict burning of garden refuse • s.25 No fire to be lit in open air unless certain precautions taken • s.25A Power of Minister to exempt from provisions of section 25 <i>Bush Fires Regulations 1954</i> <ul style="list-style-type: none"> • r.27(3) Permit, issue of
Function	<p>1. Authority to give written permission, during Prohibited and Restricted Burning Times, for an incinerator located within two metres of a building or fence, to be used for the burning of garden refuse [s.24F(2)(b)(ii) and (4)].</p> <p>2. Authority to prohibit or impose restrictions on the burning of garden refuse that is otherwise permitted under s.24F [s.24G(2)].</p> <p>3. Authority to issue directions to an authorised officer as to the manner in which, or the conditions under which, permits to burn plants or plant refuse shall be issued in the District [r.27(3) and r.33(5)].</p> <p>4. Authority to prohibit (object to) the issuing of a permit for the burning of a proclaimed plant growing upon any land within the District [r.34].</p> <p>5. Authority to provide written approval, during Prohibited and Restricted Burning Times, for fires to be lit for the purposes of:</p> <p>a. camping or cooking [s.25(1)(a)]; and</p> <p>b. conversion of bush into charcoal or for the production of lime, in consultation with an authorised CALM Act officer [s.25(1)(b)].</p> <p>6. Authority to prohibit the lighting of fires in the open air for the purposes of camping or cooking for such period during a Prohibited Burning Time as is specified in a notice published in the Government Gazette and a newspaper circulating in the District, and authority to vary such notice [s.25(1a) and (1b)].</p> <p>7. Authority to serve written notice on a person to whom an exemption has been given under s.25 for lighting a fire in the open air, prohibiting that person from lighting a fire, and to determine conditions on the notice [s.25A(5)].</p>
Delegates	CEO
Conditions	1. Function 1 is only to be exercised where the CEO can be satisfied that approval is not likely to create a fire hazard.

Shire of Gingin

Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.

DRAFT

Delegation	3.1.7 Recovery of Expenses Incurred Through Contraventions of the Bush Fires Act 1954 (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.58 General penalty and recovery of expenses incurred
Function	Authority to recover expenses incurred as a result of an offence against the <i>Bush Fires Act 1954</i> , being expenses incurred through the fulfilment of a duty or doing anything for which the Act empowered or required the Shire of Gingin or those acting on behalf of the Shire of Gingin to do [2.58].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1954</i> s.5.46 and <i>Local Government (Administration) Regulations 1956</i> r.19.

Delegation	3.1.8 Prohibit or Postpone the Lighting of Fires (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> s.46 Bush fire control officer or forest officer may postpone lighting fire
Function	<p>1. Authority to prohibit or postpone the lighting of a fire, including where a permit has been issued, where in the opinion of the Delegate the lighting of a fire would be, or would become, a source of danger by escaping from the land on which it is proposed to be lit.</p> <p>2. Authority to direct, where a fire is burning on land and the Delegate is of the opinion that the fire is in danger of escaping from that land, that the owner or occupier of the land take all reasonable steps to extinguish the fire or to prevent the fire from spreading.</p> <p>3. Authority to exercise the powers contained within Functions 1 and 2 with respect to fires on land within three kilometres of the boundary of forest land, where an authorised CALM Act Officer is not available or has failed to exercise those powers.</p>
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.1.9 Control of Operations Likely to Create Bush Fire Danger (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> <ul style="list-style-type: none"> • s.27D Requirements for carriage and deposit of incendiary material <i>Bush Fires Regulations 1954</i> <ul style="list-style-type: none"> • r.39C Welding and cutting apparatus, use of in open air • r.39CA Bee smoker devices, use of in restricted or prohibited burning times etc. • r.39D Explosives, use of • r.39E Fireworks, use of
Function	1. Authority to give directions to a Bush Fire Control Officer regarding matters necessary for the prevention of fire arising from: <ul style="list-style-type: none"> a. a person operating a bee smoker device during a prescribed period [r.39CA(5)]. b. a person operating welding apparatus or a power operated abrasive cutting disc [r.39C(3)]. c. a person using explosives [r.39D(2)]. d. a person using fireworks [r.39E(3)]. 2. Authority to determine directions or requirements for the carriage and deposit of incendiary materials (hot or burning ash, cinders, hot furnace refuse or any other combustible matter that is burning) [s.27D].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's electronic records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1954</i> r.19.

Delegation	3.1.10 Make Request to FES Commissioner - Control of Fire (DRAFT)
Category	3. Bush Fires Act 1954
Delegator	Council
Express power to delegate	<i>Bush Fires Act 1954</i> • s.48 Delegation by local government
Express power or duty delegated	<i>Bush Fires Act 1954</i> • s.13(4) Duties and powers of bush fire liaison officers
Function	Authority to request on behalf of the Shire of Gingin that the FES Commissioner authorise a Bush Fire Liaison Officer or another person to take control of fire operations [s.13(4)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	6.1.2 Prohibition Orders (DRAFT)
Category	6. Food Act 2008
Delegator	Council
Express power to delegate	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.118(2)(b), (3) and (4) Functions of enforcement agencies and delegation
Express power or duty delegated	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.65(1) Prohibition orders • s.66 Certificate of clearance to be given in certain circumstances • s.67(4) Request for re-inspection
Function	<ol style="list-style-type: none"> 1. Authority to serve a prohibition order on the proprietor of a food business in accordance with s.65 of the <i>Food Act 2008</i> [s.65(1)]. 2. Authority to give a certificate of clearance, where inspection demonstrates compliance with a prohibition order and any relevant improvement notices [s.66]. 3. Authority to give written notice to proprietor of a food business on whom a prohibition order has been served of the decision not to give a certificate of clearance after an inspection [s.67(4)].
Delegates	Executive Manager Regulatory and Development Services Principal Environmental Health Officer
Conditions	Nil
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	6.1.3 Registration of Food Businesses (DRAFT)
Category	6. Food Act 2008
Delegator	Council
Express power to delegate	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.118(2)(b), (3) and (4) Functions of enforcement agencies and delegation
Express power or duty delegated	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.110(1) and (5) Registration of food business • s.112 Variation of conditions or cancellation of registration of food businesses
Function	<ol style="list-style-type: none"> 1. Authority to consider applications and determine registration of a food business and grant the application with or without conditions or refuse the registration [s.110(1) and (5)]. 2. Authority to vary the conditions applicable to, or cancel the registration of, a food business [s.112].
Delegates	Executive Manager Regulatory and Development Services Principal Environmental Health Officer
Conditions	Nil
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

8. Planning and Development Act 2005

Delegation	8.1.1 Town Planning Powers (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	<p><i>Planning and Development (Local Planning Schemes) Regulations 2015:</i></p> <ul style="list-style-type: none"> Sch. 2 Deemed provisions for local planning schemes cl. 82 Delegations by local government
Function	<p>Subdivision/Amalgamation</p> <p>To provide advice on and grant clearance for the following subdivisions and amalgamations of land referred to Council by the Western Australian Planning Commission:</p> <p>(a) All subdivisions for 50 lots or less that conform with Council's Local Planning Scheme No. 9 (as amended).</p> <p><i>NOTE: Subdivisions for more than 50 lots must be referred to Council for determination.</i></p> <p>(b) All subdivisions/amalgamations that comply with the subdivision detail depicted on a Structure Plan/Detailed Area Plan or Outline Development Plan adopted by Council.</p> <p>Permitted Uses</p> <p>To:</p> <p>(a) Approve all applications for planning approval where the proposed use is a 'P' use in the zoning table of Local Planning Scheme No. 9.</p> <p>(b) Approve all applications for planning approval where the proposed use is incidental under the Local Planning Scheme No. 9, subject to:</p> <p>(i) Application of standard tests of dominance and subservience, in accordance with appropriate and accepted town planning practice;</p> <p>(ii) Compliance with any requirements of Council established by earlier relevant Council decisions in respect of such uses, which are considered relevant to the application.</p> <p>Residential Development - Residential Design Codes of Western Australia (as amended)</p> <p>To approve all development applications for a single house (including outbuildings) and grouped or multiple dwelling developments to a maximum of six dwelling units where:</p> <p>(a) The permissibility is designated a 'P', 'D' or 'A' use in Table 1: Zoning Table of the Shire of Gingin Local Planning Scheme No. 9 (as amended);</p> <p>(b) No objection or concern has been raised by an adjoining landowner or residents (if required to be advertised); and</p> <p>(c) The application complies with Scheme provisions and any relevant Local Planning Policy standards and requirements except for the extent of variation.</p> <p><i>NOTE: Notwithstanding the above, any application may be referred to Council for consideration</i></p>

where, in the opinion of the delegated officer, it is considered appropriate.

Other Use and Development

To:

(a) Approve all development applications for the discretionary use class under designated zones subject to no objection received during advertising in accordance with the details below:

- (i) Land Use Development: Aquaculture
Delegated Zones: General Rural/Rural Living/General Industry/Rural Industry
Specific Delegation Criteria: N/A
- (ii) Land Use Development: Ancillary Accommodation
Delegated Zones: Residential/Rural Industry/Rural Living
Specific Delegation Criteria: Approval for applications that comply with Scheme requirements, Residential Design Codes and relevant Local Planning Policy.
- (iii) Land Use Development: Bed and Breakfast
Delegated Zones: Rural Living
Specific Delegation Criteria: Approval for:
 - Applications that comply with Scheme requirements; and
 - Applications where no adverse public submissions have been received.
- (iv) Land Use Development: Caretaker's Dwelling
Delegated Zones: Mixed Business/Rural Industry/General Rural/Tourism/Conservation
Specific Delegation Criteria: Subject to compliance with cl. 5.10.9 of LPS No. 9.
- (v) Land Use Development: Child Care Premises
Delegated Zones: Rural Living
Specific Delegation Criteria: Approval for:
 - Applications that comply with Scheme requirements; and
 - Applications where no adverse public submissions have been received.
- (vi) Land Use Development: Home Occupation
Delegated Zones: Residential/Tourism/General Rural/Rural Industry/Rural Living
Specific Delegation Criteria: Approval for:
 - Applications that comply with Scheme requirements; and
 - Applications where no adverse public submissions have been received.
- (vii) Land Use Development: Agriculture Intensive - Irrigated Horticulture
Delegated Zones: General Rural
Specific Delegation Criteria: Approval for:
 - Proposals greater than 300m from any sensitive land use (ie single dwelling);
 - Proposals that are able to comply with the standard approval conditions relative to Agriculture Intensive; and
 - Minor development incidental to Agriculture Intensive (eg. storage sheds, silos, water tanks, bushfire mitigation infrastructure and solar panels).
- (viii) Land Use Development: Industry - Light
Delegated Zones: Rural Industry
Specific Delegation Criteria: N/A
- (ix) Land Use Development: Market

	<p>Delegated Zones: Tourism/Town Centre/General Industry/General Rural Specific Delegation Criteria: Approval for applications that comply with Scheme provisions.</p>
(x)	<p>Land Use Development: Restaurant Delegated Zones: Tourism/Town Centre Specific Delegation Criteria: N/A</p>
(xi)	<p>Land Use Development: Industry - Rural Delegated Zones: General Industry/Rural Industry Specific Delegation Criteria: N/A</p>
(xii)	<p>Land Use Development: Industry - Service Delegated Zones: Town Centre/Mixed Business/Rural Industry Specific Delegation Criteria: N/A</p>
(xiii)	<p>Land Use Development: Shop Delegated Zones: Tourism Specific Delegation Criteria: N/A</p>
(xiv)	<p>Land Use Development: Trade Display Delegation Zones: Town Centre/General Industry/Rural Industry Specific Delegation Criteria: N/A</p>
(xv)	<p>Land Use Development: Transportable Dwellings Delegation Zones: All zones Specific Delegation Criteria: Approval for applications that:</p> <ul style="list-style-type: none"> ◦ Comply with Council's Policy Statement 1.7 - Transportable Dwellings; and ◦ Are designated 'P' or 'D' in the Policy Statement Table.
(xvi)	<p>Land Use Development: Vehicle Repairs Delegation Zones: Rural Industry Specific Delegation Criteria: N/A</p>
(xvii)	<p>Land Use Development: Vehicle Sales and Hire Delegation Zones: Town Centre Specific Delegation Criteria: N/A</p>
(xviii)	<p>Land Use Development: Warehouse Delegation Zones: Mixed Business/Rural Industry Specific Delegation Criteria: N/A</p>
(b)	<p>Approve an amendment or relocation of designated building envelopes on 'Rural Living' and 'General Rural' zoned properties where no objection is raised from adjoining landowners and the proposal will not result in removal of significant vegetation.</p> <p><i>NOTE: Notwithstanding the above, any application may be referred to Council for consideration where, in the opinion of the delegated officer, it is considered appropriate.</i></p>
(c)	<p>Approve all development applications for Use Not Listed - Signs, subject to no objection being received during advertising, in accordance with the following criteria:</p>
(i)	<p>Land Use Development: Advertisement Delegated Zones: All zones Specific Delegation Criteria: Approval for applications that fully comply with the Shire's local laws and policies relating to signage.</p>

Delegates	CEO
Conditions	<p>1. The delegations given to the Chief Executive Officer hereunder only permit that Officer to approve applications. Applications that the Chief Executive Officer is not prepared to approve shall be referred to Council for determination.</p> <p>2. The Chief Executive Officer, when exercising a power delegated by Council in this section, shall only make such decisions after ensuring that the approval complies with the provisions of the Local Planning Scheme and is consistent with other decisions of Council in respect of such uses.</p> <p>3. All subdivision proposals in the "General Rural" zone intended to accommodate service infrastructure. Council's support for such proposals to include the following condition:</p> <p><i>A Restrictive Covenant being placed on the land, at the subdivider's cost, under a legal agreement that ensures:</i></p> <p><i>i) Use of the subdivided portion of land shall be limited to service infrastructure; and</i></p> <p><i>ii) If the infrastructure is no longer required, the subdivided portion of land could not be sold, but would be amalgamated with the adjoining land.</i></p>
Statutory framework	Shire of Gingin By-laws Relating to Signs and Bill Posting
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995 s.5.46</i> and <i>Local Government (Administration) Regulations 1996 r.19</i>

Delegation	8.1.2 Advertising (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	<i>Planning and Development (Local Planning Schemes) Regulations 2015:</i> <ul style="list-style-type: none"> Sch. 2 Deemed provisions for local planning schemes, cl.82 Delegations by local government
Express power or duty delegated	<i>Planning and Development (Local Planning Schemes) Regulations 2015:</i> <ul style="list-style-type: none"> Sch. 2 Deemed provisions for local planning schemes, cl. 64 Advertising applications
Function	1. Authority to initiate advertising of an application for a 'P', 'D' or 'A' use in Table 1: Zoning Table pursuant to the provisions of cl. 64 and in accordance with Local Planning Policy.
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	8.1.3 Non-Statutory Delegations (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	N/A
Express power or duty delegated	N/A
Function	<p>To respond to requests, applications or referrals received by the Shire on the following matters:</p> <ul style="list-style-type: none"> • Sale or lease of land by State or Federal Government departments; • Land clearing applications from State or Commonwealth agencies; and • Mining tenement and exploration licence referrals from Department of Mines, Industry Regulation and Safety.
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	8.1.4 Miscellaneous (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	<i>Planning and Development (Local Planning Schemes) Regulations 2015:</i> <ul style="list-style-type: none"> Sch. 2 Deemed provisions for local planning schemes, cl. 82 Delegations by local government
Express power or duty delegated	N/A
Function	<p>To:</p> <ol style="list-style-type: none"> 1. Address all matters which arise out of the imposition of conditions on a development approval and provide clarification where required; 2. Determine Council's position in consultation with the Shire President (or Deputy Shire President in the absence of the Shire President) with respect to any mediation process resulting from an appeal lodged with the State Administrative Tribunal; 3. Serve notices on property owners who are deemed to be in breach of the Shire's Local Planning Scheme No. 9 (as amended). This may relate to unlawful land use or development, non-compliance with a condition/s of development approval or contravention of a direction set by the Scheme or a Local Planning Policy; 4. Obtain legal advice in relation to a planning matter within the designated budget allocation; 5. Entertain initial discussions and provide direction to applicants on development proposals in line with state planning policy and current planning instruments including strategy documents endorsed/adopted by Council; and 6. To engage an independent planning consulting service at the State Administrative Tribunal should Council's Resolution differ from Shire Officer's Recommendation resulting in the Review of an Application for Planning Approval
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. All development applications or subdivision referrals where the Chief Executive Officer or other delegated officers recommend refusal/objection of the application shall be presented to Council for consideration and a decision; and 2. The instigation of legal action in relation to a breach of development approval or an offence committed against one or more of the provisions of the Shire's Local Planning Scheme No. 9 (as amended) shall be subject to a resolution of Council.
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	8.1.5 Sea Containers (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	<i>Planning and Development (Local Planning Schemes) Regulations 2015:</i> <ul style="list-style-type: none"> Sch. 2 Deemed provisions for local planning schemes, cl. 82 Delegations by local government
Express power or duty delegated	<i>Shire of Gingin Local Planning Scheme No. 9:</i> <ul style="list-style-type: none"> cl. 4.4.2 (applicable to sea containers only)
Function	1. To process and approve planning applications for sea containers.
Delegates	CEO
Conditions	1. Subject to full compliance with Local Planning Policy 1.9 - Sea Containers.
Statutory framework	Nil
Policy	Local Planning Policy 1.9 - Sea Containers
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

9. Public Health Act 2016

Delegation	9.1.1 Designation of Authorised Officers (DRAFT)
Category	9. Public Health Act 2016
Delegator	Council
Express power to delegate	<p><i>Public Health Act 2016:</i></p> <ul style="list-style-type: none"> • s.21 Enforcement agency may delegate
Express power or duty delegated	<p><i>Public Health Act 2016:</i></p> <ul style="list-style-type: none"> • s.24(1) and (3) Designation of authorised officers
Function	<p>1. Authority to designate a person or class of persons as authorised officers for the purpose of:</p> <ol style="list-style-type: none"> The <i>Public Health Act 2016</i> or another specified Act. Specified provisions of the <i>Public Health Act 2016</i> or another specified Act. Provisions of the <i>Public Health Act 2016</i> or another specified Act, other than the specified provisions of that Act. <p>Including:</p> <ol style="list-style-type: none"> An environmental health officer or environmental health officers as a class; OR A person who is not an environmental health officer or a class of persons who are not environmental health officers; OR a mixture of the two [s.24(1) and (3)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> Subject to each person so appointed being: <ol style="list-style-type: none"> appropriately qualified and experienced [s.25(10)(a)]; and issued with a certificate, badge or identity card identifying the authorised officer [s.30 and 31]. A register of authorised officers is to be maintained in accordance with s.27.

Statutory framework	<p><i>Public Health Act 2016:</i></p> <ul style="list-style-type: none"> • s.20 Conditions on performance of functions by enforcement agencies • s.25 Certain authorised officers required to have qualifications and experience • s.26 Further provisions relating to designations • s.27 Lists of authorised officers to be maintained • s.28 When designation as authorised officer ceases • s.29 Chief Health Officer may issue guidelines about qualifications and experience of authorised officers • s.30 Certificate of authority • s.31 Issuing and production of certificate of authority for purposes of other written laws • s.32 Certificate of authority to be returned • s.136 Authorised officer to produce evidence of authority <p><i>Criminal Investigation Act 2006:</i></p> <ul style="list-style-type: none"> • Parts 6 and 13 - refer s.246 of the <i>Public Health Act 2016</i> <p><i>The Criminal Code:</i></p> <ul style="list-style-type: none"> • Chapter XXVI - refer s.252 of the <i>Public Health Act 2016</i>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	9.1.2 Appoint Authorised Officer or Approved Officer (Asbestos Regs) (DRAFT)
Category	9. Public Health Act 2016
Delegator	Council
Express power to delegate	<i>Health (Asbestos) Regulations 1992:</i> <ul style="list-style-type: none"> • r15D(7) Infringement notices
Express power or duty delegated	<i>Health (Asbestos) Regulations 1992:</i> <ul style="list-style-type: none"> • r.15(30(5) Infringement notices
Function	1. Authority to appoint a person or classes of persons as an authorised officer or approved officer for the purposes of the <i>Criminal Procedure Act 2004</i> Part 2 [r.15D(5)].
Delegates	CEO
Conditions	1. Subject to each person so appointed being issued with a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices [r.15D(6)].
Statutory framework	<i>Criminal Procedure Act 2004 - Part 2</i>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by the <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	1.16 Appointment of Acting Chief Executive Officer (For Periods of 35 Days or Less)
Category	Administration
Delegator	Council
Express power or duty delegated	To make appointments to the position of Acting Chief Executive Officer.
Delegates	CEO
Conditions	<p>1. The position of Acting Chief Executive Officer can only be conferred on an employee of the Shire of Gingin who holds the position of Executive Manager and is designated as a "Senior Employee" in accordance with Section 5.37 of the Local Government Act 1995.</p> <p>2. Delegated authority is only granted for appointments to the position of Acting Chief Executive Officer covering a period of 35 days or less. In instances where an appointment is required for a period exceeding 35 days, then that proposed appointment must be presented to Council for determination prior to the appointment taking effect.</p> <p>3. The Chief Executive Officer must advise Councillors of any appointments to the position of Acting Chief Executive Officer made under delegated authority, prior to the appointment taking effect. In instances where it is necessary for an appointment to be made at short notice, then Councillors are to be advised of that appointment as soon as possible.</p> <p>4. The Chief Executive Officer must appoint an Acting CEO for any planned or unplanned leave periods of more than five working days.</p>
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995 - s. 5.42</i></p> <p>Power exercised or duty delegated: <i>Local Government Act 1995 - s. 5.36(1)(a)</i></p>
Policy	Nil
Date adopted	15 June 2021
Adoption references	Minute Item 11.1

Delegation	1.1.10 Power to Invest and Manage Investments (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.6.14 Power to invest <p><i>Local Government (Financial Management) Regulations 1995:</i></p> <ul style="list-style-type: none"> • r.19 Investments, control procedures for
Function	<ol style="list-style-type: none"> 1. Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose [s.6.14(1)]. 2. Authority to establish and document internal control procedures to be followed in the investment and management of investments [r.19].
Delegates	CEO
Conditions	1. All investment activity must comply with r.19C and Council Policy 3.2 Investments.
Statutory framework	<p><i>Local Government (Financial Management) Regulations 1995:</i></p> <ul style="list-style-type: none"> • r.19C Investment of money, restrictions on (Act s.6.14(2)(a))
Policy	Policy 3.2 - Investments
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	2.4 Investing Money Not Required for the Time Being
Category	Finance
Delegator	Council
Express power or duty delegated	<p>To determine whether money held in the Municipal, Reserve or Trust Funds, that is not required for the time being will be invested.</p> <p>The authority to establish and document internal control procedures to be followed by employees to ensure control over investments, enabling the identification of the nature and location of all investments and the transactions related to each investment.</p>
Delegates	CEO
Conditions	Investment is to be in accordance with Council Investment Policy 3.2.
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 6.14(1) <i>Local Government (Financial Management) Regulations 1996</i> - Reg. 19</p>
Policy	Policy 3.2 - Investments
Date adopted	5 June 2008
Adoption references	Minute Item 11.2.2

Delegation	1.1.11 Rates and Service Charges (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.6.39(2)(b) Rate record • s.6.49 Agreement as to payment of rates and service charges • s.6.50 Rates or service charges due and payable • s.6.56 Rates or service charges recoverable in court • s.6.60 Local government may require lessee to pay rent • s.6.64(3) Actions to be taken • s.6.76 Grounds of objection
Function	<ol style="list-style-type: none"> 1. Authority to determine any requirement to amend the rate record for the five years preceding the current financial year [s.6.39(2)(b)]. 2. Authority to make an agreement with a person for the payment of rates or service charges [s.6.49]. 3. Authority to determine the date on which rates or service charges become due and payable to the Shire of Gingin [s.6.50]. 4. Authority to recover rates or service charges, as well as costs of proceedings for the recovery, in a court of competent jurisdiction [s.6.56(1)]. 5. Authority to lodge (and withdraw) a caveat to preclude dealings in respect of land where payment of rates or service charges imposed on that land is in arrears [s.6.64(3)]. 6. Authority to give notice to a lessee of land in respect of which there is an unpaid rate or service charge, requiring the lessee to pay its rent to the Shire of Gingin [s.6.60(2)]. 7. Authority to recover the amount of the rate or service charge as a debt from the lessee if rent is not paid in accordance with a notice [s.6.60(4)]. 8. Authority to extend the time for a person to make an objection to a rate record [s.6.76(4)]. 9. Authority to consider an objection to a rate record and either allow it or disallow it, wholly or in part, providing that written notice of the decision and reasons for the decision are promptly served upon the person who made the objection [s.6.76(5)].
Delegates	CEO
Conditions	Nil

Statutory framework	<p>Functions 1 & 8 <i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.6.40 Effect of amendment of rate records <p>NOTE: Decisions under these delegations may be referred to the State Administrative Tribunal for review. Affected parties must be provided with written reasons for any decision and informed of their rights of objection and review in accordance with s.9.4 and 9.5 of the <i>Local Government Act 1995</i>.</p> <p>Functions 5 & 6 <i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.6.61 Requirement to give name of person liable • s.6.62 Application of money paid for rates and service charges • Sch. 6.2 Provisions relating to lease of land where rates or service charges unpaid
Policy	Policy 1.39 Financial Hardship
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

DRAFT

Delegation	2.6 Rate Book
Category	Finance
Delegator	Council
Express power or duty delegated	<p>To undertake the performance of the following functions of the Council:</p> <ul style="list-style-type: none"> a. The discharge of the obligations specified in s.6.39(2) of the Local Government Act 1995. b. To determine the time allowed for the payment of a rate before it is deemed to be in arrears, in accordance with s.6.50(1) of the Local Government Act 1995. c. The powers conferred in s.6.40 of the Local Government Act 1995. d. The exercise of discretion in regard to granting of any extension of time for service of objections to the Rate Book in accordance with s.6.76(4) of the Local Government Act 1995. e. To consider any objection and either disallow it or allow it, wholly or in part, in accordance with s.6.76(5) of the Local Government Act 1995. f. After making a decision on an objection, to promptly serve upon the person by whom the objection was made written notice of the decision on the objection and a statement of the reason/s for that decision in accordance with s.6.76(6) of the Local Government Act 1995. f. The recovery of rates by complaint or action pursuant to the provisions of s.6.56(1) of the Local Government Act 1995. g. Entering into an agreement in accordance with s.6.49 of the Local Government Act 1995. h. Requiring a lessee to pay rent to the Council in satisfaction of rates or service charges due and payable in accordance with s.6.60(2) of the Local Government Act 1995.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995 - s. 5.42 and 5.44</i></p> <p>Power exercised or duty delegated: <i>Local Government Act 1995 - s. 6.39(2), 6.40, 6.49, 6.50(2), 6.56(1), 6.60(2) and 6.76(4)</i></p>
Policy	Nil
Date adopted	21 August 1997
Adoption references	Minute Item 5.1.3

Delegation	1.1.12 Disposing of Assets (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.58(2) & (3) Disposing of property
Function	<p>1. Authority to dispose of property to:</p> <ol style="list-style-type: none"> a. the highest bidder at public auction [s.3.58(2)(a)]. b. the person who at public tender called by the local government makes what is considered by the delegate to be the most acceptable tender, whether or not it is the highest tender [s.3.58(2)(b)]. <p>2. Authority to dispose of property by private treaty only in accordance with s.3.58(3) and, prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].</p>
Delegates	CEO
Conditions	<p>1. Disposal of land or building assets is limited to:</p> <ol style="list-style-type: none"> a. Matters specified in the annual Budget; or b. The following instances of property that is exempt from disposition of property requirements under s.30 of the <i>Local Government (Functions and General) Regulations 1996</i>: <ol style="list-style-type: none"> i. The leasing of land to community groups, whether incorporated or not, the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature, and the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions. ii. The leasing of land to an employee of the local government for use as the employee's residence. iii. The leasing of residential property to a person. <p>In any other instance a Council resolution is required for the disposal of land or building assets.</p> 2. In accordance with s.5.43 of the Act, disposal of property other than land or building assets for any single project, or where not part of a project but part of a single transaction, is limited to a maximum value of \$50,000. 3. Assets other than land or buildings with a value not exceeding \$20,000 can be disposed of regardless of whether such disposal has been identified in the annual Budget, provided that disposal is undertaken in accordance with Council Policy 3.18 Disposition of Assets.

Statutory framework	<i>Local Government Act 1995:</i> <ul style="list-style-type: none">• s.3.58 Disposal of property <i>Local Government (Functions and General) Regulations 1996:</i> <ul style="list-style-type: none">• r.30 Dispositions of property excluded from Act s.3.58
Policy	Policy 3.18 - Disposition of Assets
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

DRAFT

Delegation	2.14 Disposition of Assets Other Than Land
Category	Finance
Delegator	Council
Express power or duty delegated	To dispose of any Shire-owned asset (other than land) with a value not exceeding \$50,000.
Delegates	CEO
Conditions	<p>Assets with a value not exceeding \$20,000 can be disposed of regardless of whether such disposal has been identified in Council's adopted Budget.</p> <p>Assets with a value of between \$20,001 and \$50,000 cannot be disposed of unless such disposal has been identified in Council's adopted Budget.</p> <p>Disposal of assets to be undertaken in accordance with Policy 3.18 (Disposition of Assets).</p>
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 3.58 <i>Local Government (Functions and General) Regulations 1996</i> - Reg. 30</p>
Policy	Policy 3.18 - Disposition of Assets
Date adopted	20 August 2013
Adoption references	Minute Item 11.1.2

Delegation	1.1.14 Declare Vehicle to be Abandoned Vehicle Wreck (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.40A(4) Abandoned vehicle wreck may be taken
Function	Authority to declare that an impounded vehicle is an abandoned vehicle wreck [s.3.40A(4)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.11 Declaring an Impounded Vehicle to be an Abandoned Wreck
Category	Law, Order and Public Safety
Delegator	Council
Express power or duty delegated	<p>To declare a vehicle to be an abandoned vehicle wreck if –</p> <p>(a) After 7 days from the removal of the vehicle under Section 3.40A(1) of the Local Government Act 1995, the owner of the vehicle has not been identified; or</p> <p>(b) After 7 days from being given notice under Section 3.40A(2) of the Local Government Act 1995, the owner of the vehicle has not collected it.</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995 - s. 5.42 and 5.44</i></p> <p>Power exercised or duty delegated: <i>Local Government Act 1995 - s. 3.40A(4)</i></p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	1.1.15 Confiscated or Uncollected Goods (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.46 Goods may be withheld until costs paid • s.3.47 Confiscated or uncollected goods, disposal of • s.3.48 Impounding expenses, recovery of
Function	<ol style="list-style-type: none"> 1. Authority to refuse to allow goods impounded under s.3.39 or 3.40A to be collected until the costs of removing, impounding and keeping them have been paid to the local government [s.3.46]. 2. Authority to sell or otherwise dispose of uncollected goods or vehicles that have been ordered to be confiscated under s.3.43 [s.3.47]. 3. Authority to recover expenses incurred for removing, impounding and disposing of confiscated or uncollected goods [s.3.48].
Delegates	CEO
Conditions	Nil
Statutory framework	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • Part 3, Division 3, Subdivision 3, s.3.58 Disposing of property - applies to the sale of goods under s.3.47 as if they were property referred to in that section.
Policy	Policy 3.18 Disposition of Assets
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.12 Sale of Impounded/Seized/Confiscated Vehicles, Animals or Goods
Category	Law, Order and Public Safety
Delegator	Council
Express power or duty delegated	To dispose of any vehicles, animals or goods that have been impounded/seized/confiscated under the provisions of Section 3.47 of the Local Government Act 1995.
Delegates	CEO
Conditions	<p>The Chief Executive Officer may dispose of the above only after calling public tenders in accordance with Part 4 of the Local Government (Functions and General) Regulations.</p> <p>The Chief Executive Officer is authorised pursuant to Section 5.43 (b) of the Local Government Act 1995, to accept any tender up to the value of \$5,000. Tenders for amounts exceeding \$5,000 shall be referred to the Council for consideration.</p> <p><u>Conditions and Exceptions to Sub-Delegation</u></p> <p>In accordance with primary delegation.</p>
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 3.47</p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	1.1.16 Disposal of Sick or Injured Impounded Animals (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<i>Local Government Act 1995:</i> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> <ul style="list-style-type: none"> • s.3.46A Sick or injured animals, disposal of • s.3.48 Impounding expenses, recovery of
Function	<ol style="list-style-type: none"> 1. Authority to determine, when an impounded animal is ill or injured, that treating it is not practicable, and that it shall be humanely destroyed and the carcass disposed of [s.3.47A(1)]. 2. Authority to recover expenses incurred for removing, impounding and disposing of confiscated or uncollected goods [s.3.48].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. The disposal of animal carcasses will be undertaken accordance with any requirements of cl. 6.7 of the Shire of Gingin Health Local Law 2017.
Statutory framework	<i>Shire of Gingin Health Local Law 2017:</i> cl.6.7 Disposal of dead animals
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.12A Destruction and Disposal of Sick or Injured Impounded Animals
Category	Law, Order and Public Safety
Delegator	Council
Express power or duty delegated	To determine that any impounded animal that is ill or injured to such an extent that treating it is not practicable shall be humanely destroyed and the carcass disposed of.
Delegates	CEO
Conditions	Destruction and disposal of impounded animals will only be carried out by the Rangers. In disposing of animal carcasses, Officers will have regard to any requirements of clause 5.2.6 of the Shire of Gingin Health Local Law 2004.
Statutory framework	Legislative authority to delegate: <i>Local Government Act 1995 - s. 5.42 and 5.44</i> Power exercised or duty delegated: <i>Local Government Act 1995 - s. 3.47A</i>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	1.1.17 Gates Across Public Thoroughfares (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers and duties to CEO • s.5.43 Limits on delegations to CEO
Express power or duty delegated	<p><i>Local Government (Uniform Local Provisions) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.9 Permission to have gate across public thoroughfare - Sch. 9.1 cl.5(1)
Function	<ol style="list-style-type: none"> 1. Authority to provide, or refuse to provide, permission to have a gate or other device across a local government thoroughfare that permits the passage of vehicle traffic and prevents livestock straying [r.9(1)]. 2. Authority to require an applicant to publish a notice of the application in a manner thought fit for the purpose of informing persons who may be affected by the proposed gate or device [r.9(2)]. 3. Authority to impose conditions on granting permission [r.9(4)]. 4. Authority to renew permission, or at any other time vary any condition, effective upon written notice to the person to whom permission was granted [r.9(5)]. 5. Authority to cancel permission by written notice and request the person to whom permission was granted to remove the gate or device within a specified time [r.9(6)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. The road in question must be of a minor nature with a low traffic density. 2. The proposed gate must be a heavy duty swing type. 3. The proposed gate must be left unlocked at all times. 4. All landowners adjoining the road or using the road for access must confirm, in writing, their support for the proposal. 5. Actions under this delegation must comply with the procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>.
Statutory framework	<p><i>Local Government (Uniform Local Provisions) Regulations 1996</i> - prescribe applicable statutory procedures.</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <i>Local Government Act 1995</i>.</p>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Engineering

Delegation	5.2 Registered Gates
Category	Engineering
Delegator	Council
Express power or duty delegated	To approve applications for permits to erect gates across road reserves subject to the <i>Local Government Act 1995</i> .
Delegates	CEO
Conditions	<ul style="list-style-type: none"> a. That the road be of a minor nature with a low traffic density. b. That the gate be a heavy duty swing type. c. That the gate be unlocked at all times. d. That all landowners adjoining the road or using the road for access to supply written approval of the proposal.
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government (Uniform Local Provisions) Regulations 1996</i> - Reg. 9 and 10</p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	1.1.18 Close Thoroughfares to Vehicles (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.3.50 Closing certain thoroughfares to vehicles • s.3.50A Partial closure of thoroughfare for repairs or maintenance • s.3.51 Affected owners to be notified of certain proposals
Function	<p>1. Authority to close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles for a period not exceeding 4 weeks [s.3.50(1)].</p> <p>2. Authority to determine to close a thoroughfare for a period exceeding 4 weeks and, before doing so, to:</p> <ol style="list-style-type: none"> give public notice, written notice to the Commissioner for Main Roads and written notice to prescribed persons and persons who own prescribed land; and consider submissions relevant to the road closure/s proposed [s.3.50(1a), (2) and (4)]. <p>3. Authority to revoke an order to close a thoroughfare [s.3.50(6)].</p> <p>4. Authority to partially and temporarily close a thoroughfare, without public notice, for repairs or maintenance where it is unlikely to have significant adverse effect on users of the thoroughfare [s.3.50A].</p> <p>5. Authority, before doing anything to which s.3.51 applies, to take action to notify affected owners and give public notice that allows reasonable time for submissions to be made and consider any submissions made before determining to fix or alter the level or alignment of a thoroughfare or to drain water from a thoroughfare to private land [s.3.51].</p>
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. Delegation only relates to circumstances where there is an alternative route available to traffic which might otherwise use the section of road to be closed, or where the closure is intended to be of such short duration that no great inconvenience will be suffered. 2. Elected Members are to be advised of any road closure likely to be in effect for more than five working days.
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.4 Temporary Closure of Thoroughfares
Category	Engineering
Delegator	Council
Express power or duty delegated	To approve the temporary closure, either wholly or partially, of any thoroughfare managed by the Shire of Gingin.
Delegates	CEO
Conditions	<p>1. Delegation only relates to circumstances where there is an alternative route available to traffic which might otherwise use the section of road to be closed, or the closure is intended to be of such short duration that no great inconvenience will be suffered.</p> <p>2. Elected Members to be advised of any road closure likely to be in effect for more than five working days.</p>
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 3.50</p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	5.5 Partial Closure of Thoroughfares for Repairs or Maintenance
Category	Engineering
Delegator	Council
Express power or duty delegated	To partially and temporarily close a thoroughfare without giving local public notice, if the closure – (a) is for the purpose of carrying out repairs or maintenance; and (b) is unlikely to have a significant adverse effect on users of the thoroughfare.
Delegates	CEO
Conditions	Nil
Statutory framework	Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44 Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 3.50A
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	5.6 Revocation of Road Closure Order
Category	Engineering
Delegator	Council
Express power or duty delegated	To revoke an order to temporarily close a thoroughfare under the management of the Shire of Gingin.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995</i> - s. 5.42 and 5.44</p> <p>Power exercised or duty delegated: <i>Local Government Act 1995</i> - s. 3.50(6)</p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	5.7 Temporary Closure of Thoroughfares - Events
Category	Engineering
Delegator	Council
Express power or duty delegated	To determine applications for the temporary closure of roads for the purpose of conducting events in accordance with the Road Traffic (Events on Roads) Regulations 1991.
Delegates	CEO
Conditions	The Chief Executive Officer shall have regard to s.3.50 of the Local Government Act 1995.
Statutory framework	<p>Legislative authority to delegate: <i>Local Government Act 1995 - s. 5.42</i></p> <p>Power exercised or duty delegated: <i>Local Government Act 1995 - s. 3.50</i></p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

Delegation	1.1.19 Obstruction of Footpaths and Thoroughfares (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government (Uniform Local Provisions) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.5(2) Interfering with, or taking from, local government land • r.6 Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl.3(1)(a) • r.7A Obstruction of public thoroughfare by fallen things - Sch. 9.1 cl.3(1)(b) • r.7 Encroaching on public thoroughfare - Sch. 9.1 cl.3(2)
Function	<p>1. Authority to determine, by written notice served on a person who is carrying out plastering, painting or decorating operations (the work) over or near a footpath on land that is local government property, to require the person to cover the footpath during the period specified in the notice so as to:</p> <p>a. prevent damage to the footpath; or</p> <p>b. prevent inconvenience to the public or danger from falling materials [r.5.2].</p> <p>2. Authority to provide permission including imposing appropriate conditions, or to refuse to provide permission, for a person to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare [r.6(2) and (4)].</p> <p>3. Authority to renew permission to obstruct a thoroughfare and to vary any condition imposed on the permission given at the time written notice is given to the person to whom permission is granted [r.6(6)].</p> <p>4. Authority to require an owner or occupier of land to remove any thing that has fallen from the land or from anything on the land, which is obstructing a public thoroughfare [r.7A].</p> <p>5. Authority to require an owner or occupier of land to remove any part of a structure, tree or plant that is encroaching, without lawful authority, on a public thoroughfare [r.7].</p>
Delegates	CEO

Conditions	<p>1. Actions under this delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>.</p> <p>2. Permission may only be granted where the proponent has:</p> <p>a. where appropriate, obtained written permission from each owner of adjoining or adjacent property which may be impacted by the proposed obstruction.</p> <p>b. provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good public assets damaged by the obstruction at the completion of the works.</p> <p>c. provided evidence of sufficient public liability insurance.</p> <p>d. provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.</p>
Statutory framework	<p><i>Local Government (Uniform Local Provisions) Regulations 1996</i> Penalties under the Regulations are administered in accordance with the <i>Local Government Act 1995</i>, Part 9, Division 2.</p>
Policy	Nil
Record keeping	<p>Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19</p>

Delegation	1.1.20 Public Thoroughfare - Dangerous Excavations (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government (Uniform Local Provisions) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.11(1), (4), (6) and (8) Dangerous excavation in or near public thoroughfare - Sch. 9.1 cl.6
Function	<ol style="list-style-type: none"> 1. Authority to determine if an excavation in or on land adjoining a public thoroughfare is dangerous and take action to fill it in or fence it or request the owner/occupier in writing to fill in or securely fence the excavation [r.11(1)]. 2. Authority to determine to give permission or refuse to give permission to make or make and leave an excavation in a public thoroughfare or land adjoining a public thoroughfare [r.11(4)]. 3. Authority to impose conditions on granting permission [r.11(6)]. 4. Authority to renew a permission granted or vary at any time any condition imposed on a permission granted [r.11(8)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. Actions under this delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. 2. Permission may only be granted where the proponent has: <ol style="list-style-type: none"> a. Where appropriate, obtained written permission from, or entered into a legal agreement with, each owner of adjacent property which may be impacted by the proposed works. b. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public asset/s at the completion of the works. c. Provided evidence of sufficient public liability insurance. d. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.
Statutory framework	<p><i>Local Government(Uniform Local Provisions) Regulations 1996</i> Penalties under the Regulations are administered in accordance with the <i>Local Government Act 1995</i>, Part 9, Division 2.</p> <p>Determination of bond value and conditions – refer to CEO Delegation Determine and manage conditions on Permission for Dangerous Excavations on or on Land Adjoining Public Thoroughfares</p>
Policy	Nil

Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19
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DRAFT

Delegation	1.1.21 Crossing - Construction, Repair and Removal (DRAFT)
Category	1. Local Government Act 1995
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government (Uniform Local Provisions) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.12(1) Crossing from public thoroughfare to private land or private thoroughfare - Sch. 9.1 cl.7(2) • r.13(1) Requirement to construct or repair crossing - Sch. 9.1 cl.7(3)
Function	<ol style="list-style-type: none"> 1. Authority to approve or refuse to approve applications for the construction of a crossing giving access from a public thoroughfare to land or private thoroughfare serving land [r.12(1)]. 2. Authority to determine the specifications for construction of crossings to the satisfaction of the local government [r.12(1)(a)]. 3. Authority to give notice to an owner or occupier of land requiring the person to construct or repair a crossing [r.13(1)]. 4. Authority to initiate works to construct a crossing where the person fails to comply with a notice requiring them to construct or repair the crossing, and to recover 50% of the cost of doing so as a debt due from the person [r.13(2)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. Actions under this delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>.
Statutory framework	<p><i>Local Government (Uniform Local Provisions) Regulations 1996</i> Penalties under the Regulations are administered in accordance with the <i>Local Government Act 1995</i>, Part 9, Division 2.</p>
Policy	Nil
Record keeping	<p>Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19</p>

Specific Purpose Delegations

Delegation	9.1 Determination of Minor Variation to Tender - RFT 01/2020 Management of Guilderton Caravan Park
Category	Specific Purpose Delegations
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.42 Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Local Government (Functions and General) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.20 Variation of requirements before entry into contract
Function	Authority to determine that a variation proposed is minor in context of the total goods or services sought through the invitation to tender, and to negotiate minor variations with the successful tenderer before entering into a contract.
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	<p>Records of the exercise of all delegations are to be kept in accordance with:</p> <p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.5.46 Register of, and records relevant to, delegations to CEO and employees <p><i>Local Government (Administration) Regulations 1996:</i></p> <ul style="list-style-type: none"> • r.19 Delegates to keep certain records (Act s.46(3))
Date adopted	18 August 2020
Adoption references	Council Minute Item 15.1

2. Building Act 2011

Delegation	2.1.1 Approve or Refuse a Building Permit (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.18 Further information • s.20 Grant of building permit • s.22 Further grounds for not granting an application • s.27(1) and (3) Conditions imposed by permit authority
Function	<p>1. Authority to require an applicant to provide any documentation or information required to determine a building permit application [s.18(1)].</p> <p>2. Authority to grant or refuse to grant a building permit [s.20(1) and (2) and s.22].</p> <p>3. Authority to impose, vary or revoke conditions on a building permit [s.27(1) and (3)].</p> <p>4. Authority to determine an application to extend time during which a building permit has effect [s.27(1) and (3)].</p> <p>a. Subject to being satisfied that work for which the building permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)].</p> <p>b. Authority to impose any condition on the building permit extension that could have been imposed under s.27 [r.24(2)].</p> <p>5. Authority to approve, or refuse to approve, an application for a new responsible person for a building permit [r.26].</p>
Delegates	CEO
Conditions	<p>1. This delegation applies to retaining walls between 1 metre and 1.8 metres in height. Plans showing height, length and location and accompanied by certification of structural adequacy prepared by a Professional (Structural) Engineer (as defined in the Building Code of Australia) must be submitted.</p> <p>2. Plans submitted for retaining walls with a height exceeding 1.8 metres must be referred to Council for determination.</p> <p>3. Discretion is to be exercised in issuing a building licence for earthworks and retaining walls prior to issuing a building licence for a dwelling on the subject lot.</p>

Statutory framework	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.119 Building and demolition permits - application for review by SAT • s.23 Time for deciding application for building or demolition permit • s.17 Uncertified application to be considered by building surveyor <p><i>Building Regulations 2012:</i></p> <ul style="list-style-type: none"> • r.25 Review of decision to refuse to extend time during which permit has effect (s.32(3)) - reviewable by the State Administrative Tribunal <p><i>Building Services (Registration) Act 2011:</i></p> <ul style="list-style-type: none"> • s.7 Carrying out prescribed building service when not registered <p><i>Home Building Contracts Act 1991:</i></p> <ul style="list-style-type: none"> • Part 3A, Division 2 - Part 7, Division 2 <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage Act 2018</i></p>
Policy	<p>Policy 8.1 (Building Control Disclaimer)</p> <p>Policy 8.3 (Building Licence - Deposit for Footpaths/Cycleways)</p> <p>Policy 8.4 (Sign Applications)</p> <p>Policy 8.5 (Amalgamation of Lots for Building Sites)</p> <p>Policy 8.6 (Roof Drainage)</p> <p>Policy 8.7 (Roof Guttering on Outbuildings)</p> <p>Policy 8.8 (Temporary Accommodation)</p> <p>Policy 8.9 (Retaining Walls)</p> <p>Policy 8.10 (Retaining Walls - Cut and Fill of Lots)</p> <p>Policy 8.11 (Oversized Outbuildings)</p>
Record keeping	<p>Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19</p>

Building

Delegation	6.1 Approve or Refuse a Building Permit
Category	Building
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127 Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.20 Grant of building permit • s.22 Further grounds for not granting an application • s.27 Conditions imposed by permit authority
Function	<ol style="list-style-type: none"> 1. To approve or refuse to approve an application for the grant of a building permit. 2. To impose any conditions on the grant of a building permit in addition to those provided for in the Building Act 2011 and Building Regulations 2012. 3. To add, vary or revoke conditions imposed before the building work is complete.
Delegates	CEO
Conditions	<p>Consideration of an application for the grant of a building permit must have regard for the following adopted policies of Council:</p> <ul style="list-style-type: none"> • 8.1 (Building Control Disclaimer); • 8.3 (Building Licence – Deposit for Footpaths/ Cycleway); • 8.4 (Sign Applications); • 8.5 (Amalgamation of Lots for Building Sites); • 8.6 (Roof Drainage); • 8.7 (Roof Guttering on Outbuildings); • 8.8 (Temporary Accommodation); • 8.9 (Retaining Walls); <p>Retaining Walls</p> <ul style="list-style-type: none"> • 8.10 (Retaining Walls – Cut and Fill of Lots); and • 8.11 (Oversized Outbuildings). <p>This delegation applies to retaining walls between 1 metre and 1.8 metres in height. Plans showing height, length and location and accompanied by certification of structural adequacy prepared by a Professional (Structural) Engineer* must be submitted.</p> <p>*Professional Engineer as defined in the Building Code of Australia.</p> <p>Plans submitted for retaining walls with a height exceeding 1.8 metres must be referred to Council for determination.</p> <p>The CEO is to exercise discretion in issuing a building licence for earthworks and retaining walls, prior to issuing a building licence for a dwelling on the subject lot.</p>

Statutory framework	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.119 Building and demolition permits – application for review by SAT • s.23 Time for deciding application for building or demolition permit • s.17 Uncertified application to be considered by building surveyor <p><i>Building Regulations 2012:</i></p> <ul style="list-style-type: none"> • r.25 Review of decision to refuse to extend time during which permit has effect (s.32(3)) – reviewable by SAT <p><i>Building Services(Registration Act) 2011:</i></p> <ul style="list-style-type: none"> • s.7 Carrying out prescribed building service when not registered <p><i>Home Building Contracts Act 1991:</i></p> <ul style="list-style-type: none"> • Part 3A, Division 2 – Part 7, Division 2 <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage Act 2018</i></p>
Policy	<p>Policy 8.1 (Building Control Disclaimer)</p> <p>Policy 8.3 (Building Licence - Deposit for Footpaths/Cycleways)</p> <p>Policy 8.4 (Sign Applications)</p> <p>Policy 8.5 (Amalgamation of Lots for Building Sites)</p> <p>Policy 8.6 (Roof Drainage)</p> <p>Policy 8.7 (Roof Guttering on Outbuildings)</p> <p>Policy 8.8 (Temporary Accommodation)</p> <p>Policy 8.9 (Retaining Walls)</p> <p>Policy 8.10 (Retaining Walls - Cut and Fill of Lots)</p> <p>Policy 8.11 (Oversized Outbuildings)</p>
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.
Date adopted	16 June 2020
Adoption references	Minute Item 11.1.2

Delegation	2.1.2 Occupancy Permits and Building Approval Certificates (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.55 Further information • s.58 Grant of occupancy permit, building approval certificate • s.62(1) and 93) Conditions imposed by permit authority • s.65(4) Extension of period of duration <i>Building Regulations 2012:</i> <ul style="list-style-type: none"> • r.40 Extension of period of duration of time limited occupancy permit or building approval certificate (s.65)
Function	<ol style="list-style-type: none"> 1. Authority to require an applicant to provide any documentation or information required in order to determine an application [s.55]. 2. Authority to grant, refuse to grant or modify an occupancy permit or building approval certificate [s.58]. 3. Authority to impose, add, vary or revoke conditions on an occupancy permit [s.62(1) and (3)]. 4. Authority to extend or refuse to extend the period within which an occupancy permit or building approval certificate has effect [s.65(4) and r.40].
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.59 Time for granting occupancy permit or building approval certificate • s.60 Notice of decision not to grant occupancy permit or grant building approval certificate • s.121 Occupancy permits and building approval certificates - application for review by SAT <i>Building Services (Complaint Resolution and Administration) Act 2011:</i> <ul style="list-style-type: none"> • Part 7, Division 2 <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	6.3 Issue an Occupancy Permit and a Building Approval Certificate
Category	Building
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127 Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.58 Grant of occupancy permit, building approval certificate
Function	To issue an occupancy permit and a building approval certificate in accordance with section 58 of the Building Act 2011.
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.59 time for granting occupancy permit or building approval certificate • s.60 Notice of decision not to grant occupancy permit or grant building approval certificate • s.121 Occupancy permits and building approval certificates – application for review by SAT <i>Building Services (Complaint Resolution and Administration) Act 2011:</i> <ul style="list-style-type: none"> • Part 7, Division 2 <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Policy	Nil
Record keeping	Each exercise of delegation to be captured in the Shire's records management system.
Date adopted	16 June 2020
Adoption references	Minute Item 11.1.2

Delegation	6.5 Extension of Occupancy Permit or Building Approval Certificate
Category	Building
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127 Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.65 Extension of period of duration
Function	To extend the period of duration of an Occupancy Permit or a Building Approval Certificate in accordance with section 65 of the Building Act 2011.
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.59 time for granting occupancy permit or building approval certificate • s.60 Notice of decision not to grant occupancy permit or grant building approval certificate • s.121 Occupancy permits and building approval certificates – application for review by SAT <i>Building Services (Complaint Resolution and Administration) Act 2011:</i> <ul style="list-style-type: none"> • Part 7, Division 2 <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Policy	Nil
Record keeping	Each exercise of delegation to be captured in the Shire's records management system.
Date adopted	23 June 2020
Adoption references	NM17408

Delegation	2.1.3 Building Orders (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.110(1) A permit authority may make a building order • s.111(1) Notice of proposed building order other than building order (emergency) • s.117(1) and (2) A permit authority may revoke a building order or notify that it remains in effect • s.118(2) and (3) Permit authority may give effect to building order if non-compliance • s.133(1) A permit authority may commence a prosecution for an offence against this Act
Function	<p>1. Authority to make Building Orders in relation to:</p> <p>a. Building work</p> <p>b. Demolition work</p> <p>c. An existing building or incidental structure [s.110(1)].</p> <p>2. Authority to give notice of a proposed building order and consider submissions received in response and determine actions [s.111(1)(c)].</p> <p>3. Authority to revoke a building order [s.117].</p> <p>4. Authority, if there is non-compliance with a building order, to cause an authorised person to:</p> <p>a. Take any actions specified in the order; or</p> <p>b. Commence or complete any work specified in the order; or</p> <p>c. If any specified action is required to cease by the order, to take such steps as are reasonable to cause the action to cease [s.118(2)].</p> <p>5. Authority to take court action to recover, as a debt, reasonable costs and expenses incurred in doing anything in regard to non-compliance with a building order [s.118(3)].</p> <p>6. Authority to initiate a prosecution pursuant to section 133(1) for non-compliance with a building order made pursuant to s.110.</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.111 Notice of proposed building order other than building order (emergency) • s.112 Content of building order • s.113 Limitation on effect of building order • s.114 Service of building order • Part 9 Review - s.122 Building orders - application for review by SAT
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	6.6 Issue Building Orders
Category	Building
Delegator	Council
Express power or duty delegated	To issue Building Orders in accordance with section 110 of the Building Act 2011.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Building Act 2011 - s. 127</i></p> <p>Power exercised or duty delegated: <i>Building Act 2011 - s. 110</i></p>
Policy	Nil
Date adopted	20 March 2012
Adoption references	Minute Item 11.4.1

Delegation	6.7 Revoke Building Orders
Category	Building
Delegator	Council
Express power or duty delegated	To revoke Building Orders in accordance with section 117 of the Building Act 2011.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Building Act 2011 - s. 127</i></p> <p>Power exercised or duty delegated: <i>Building Act 2011 - s. 117</i></p>
Policy	Nil
Date adopted	20 March 2012
Adoption references	Minute Item 11.4.1

Delegation	2.1.4 Demolition Permits (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.18 Further information • s.21 Grant of demolition permit • s.22 Further grounds for not granting an application • s.27(1) and (3) Impose conditions on permit <p><i>Building Regulations 2012</i></p> <ul style="list-style-type: none"> • r.23 Application to extend time during which permit has effect (s.32) • r.24 Extension of time during which permit has effect (s.32(3)) • r.26 Approval of new responsible person
Function	<p>1. Authority to require an applicant to provide any documentation or information required to determine a demolition permit application [s.18(1)].</p> <p>2. Authority to grant or refuse to grant a demolition permit on the basis that all s.21(1) requirements have been satisfied [s.20(1) & (2) and s.22].</p> <p>3. Authority to impose, vary or revoke conditions on a demolition permit [s.27(1) and (3)].</p> <p>4. Authority to determine an application to extend time during which a demolition permit has effect [4.23].</p> <p>a. Subject to being satisfied that work for which the demolition permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)].</p> <p>b. Authority to impose any condition on the demolition permit extension that could have been imposed under s.27 [r.24(2)].</p> <p>5. Authority to approve, or refuse to approve, an application for a new responsible person for a demolition permit [r.26].</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<p><i>Building Act 2011:</i></p> <ul style="list-style-type: none"> • s.119 Building and demolition permits - application for review by SAT • s.23 Time for deciding application for building or demolition permit <p><i>Building Services (Complaint Resolution and Administration) Act 2011:</i></p> <ul style="list-style-type: none"> • Part 7, Division 2 <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage Act 2018</i></p>
Policy	Nil

Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19
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Delegation	6.8 Approve or Refuse a Demolition Permit
Category	Building
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127 Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.21 Grant of demolition permit
Function	To approve or refuse a demolition licence to take down a building or part of a building. Licence may be subject to such conditions as are considered necessary for the safe and proper execution of the work.
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.119 Building and demolition permits – application for review by SAT • s.23 Time for deciding application for building or demolition permit <i>Building Services (Complaint Resolution and Administration) Act 2011:</i> <ul style="list-style-type: none"> • Part 7, Division 2 <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Policy	Nil
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.
Date adopted	23 June 2020
Adoption references	NM17408

Delegation	2.1.6 Private Pool Barrier - Alternative and Performance Solutions (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Regulations 2012:</i> <ul style="list-style-type: none"> • r.51 Approvals by permit authority
Function	<ol style="list-style-type: none"> 1. Authority to approve requirements alternative to a fence, wall, gate or other component included in the barrier, if satisfied that the alternative requirements will restrict access by young children as effectively as if they were compliant with AS 1926.1[r.51(2)]. 2. Authority to approve a door for the purposes of compliance with AS 1926.1, where a fence or barrier would cause significant structural or other problem which is beyond the control of the owner/occupier or the pool is totally enclosed by a building or a fence or barrier between the building and pool would create a significant access problem for a person with a disability [r.51(3)]. 3. Authority to approve a performance solution to a Building Code pool barrier requirement if satisfied that the performance solution complies with the relevant performance requirement [r.51(5)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	2.1.7 Smoke Alarms - Alternative Solutions (DRAFT)
Category	2. Building Act 2011
Delegator	Council
Express power to delegate	<i>Building Act 2011:</i> <ul style="list-style-type: none"> • s.127(1) and (3) Delegation: special permit authorities and local governments
Express power or duty delegated	<i>Building Regulations 2012:</i> <ul style="list-style-type: none"> • r.55 Terms used (alternative building solution approval) • r.61 Local government approval of battery powered smoke alarms
Function	<ol style="list-style-type: none"> 1. Authority to approve alternative building solutions which meet the performance requirements of the Building Code relating to fire detection and early warning [r.55]. 2. Authority to approve or refuse to approve a battery powered smoke alarm and to determine the form of an application for such approval [r.61].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	3.15A Cat Act 2011
Category	Law, Order and Public Safety
Delegator	Council
Express power or duty delegated	<p>To fulfil, carry out, undertake or enforce any power or duty of the local government under the Cat Act 2011 and its subsidiary legislation.</p> <p>The CEO has elected to sub-delegate the following:</p> <p><u>Executive Manager Planning and Development Services</u></p> <ol style="list-style-type: none"> <i>Cat Act 2011</i> - s. 13 On refusal to grant or renew a registration of a cat or decision to cancel a registration of a cat, notify the owner within seven days of making the decision. <i>Cat Act 2011</i> - s. 26 Issue a cat control notice. <i>Cat Act 2011</i> - s. 37(1) and 37(2) <i>Cat Regulations 2012</i> - Reg. 22 Grant, refuse to grant, renew or refuse to renew an application to breed cats. <i>Cat Act 2011</i> - s. 37(3) and 37(4) Require an applicant to provide documents or information within a specified time of not more than 21 days, in order to determine a breeder application, or require the applicant to verify the information by statutory declaration. <i>Cat Act 2011</i> - s. 38 Cancel an approval to breed. <i>Cat Act 2011</i> - s. 39 Issue a certificate to an approved breeder. <i>Cat Act 2011</i> - s. 40 Notify the applicant of a decision to approve or decline a registration, or approve or decline a breeder's application in writing within seven days of making a decision. <i>Cat Act 2011</i> - s. 49(3) Recover costs associated with the destruction of a cat in a court of competent jurisdiction. <p><u>Senior Ranger</u></p> <ol style="list-style-type: none"> <i>Cat Act 2011</i> - s. 13 On refusal to grant or renew a registration of a cat or decision to cancel a registration of a cat, notify the owner within seven days of making the decision. <i>Cat Act 2011</i> - s. 26 Issue a cat control notice. <i>Cat Act 2011</i> - s. 37(1) and 37(2) <i>Cat Regulations 2012</i> - Reg. 22 Grant, refuse to grant, renew or refuse to renew an application to breed cats. <i>Cat Act 2011</i> - s. 37(3) and 37(4) Require an applicant to provide documents or information within a specified time of not more than 21 days, in order to determine a breeder application, or require the applicant to

verify the information by statutory declaration.

5. Cat Act 2011 - s. 38

Cancel an approval to breed.

6. Cat Act 2011 - s. 39

Issue a certificate to an approved breeder.

7. Cat Act 2011 - s. 40

Notify the applicant of a decision to approve or decline a registration, or approve or decline a breeder's application in writing within seven days of making a decision.

8. Cat Act 2011 - s. 49(3)

Recover costs associated with the destruction of a cat in a court of competent jurisdiction.

Ranger

1. Cat Act 2011 - s. 13

On refusal to grant or renew a registration of a cat or decision to cancel a registration of a cat, notify the owner within seven days of making the decision.

2. Cat Act 2011 - s. 26

Issue a cat control notice.

3. Cat Act 2011 - s. 37(1) and 37(2)

Cat Regulations 2012 - Reg. 22

Grant, refuse to grant, renew or refuse to renew an application to breed cats.

4. Cat Act 2011 - s. 37(3) and 37(4)

Require an applicant to provide documents or information within a specified time of not more than 21 days, in order to determine a breeder application, or require the applicant to verify the information by statutory declaration.

5. Cat Act 2011 - s. 38

Cancel an approval to breed.

6. Cat Act 2011 - s. 39

Issue a certificate to an approved breeder.

7. Cat Act 2011 - s. 40

Notify the applicant of a decision to approve or decline a registration, or approve or decline a breeder's application in writing within seven days of making a decision.

8. Cat Act 2011 - s. 49(3)

Recover costs associated with the destruction of a cat in a court of competent jurisdiction.

Manager Ranger Services

1. Cat Act 2011 - s. 13

On refusal to grant or renew a registration of a cat or decision to cancel a registration of a cat, notify the owner within seven days of making the decision.

2. Cat Act 2011 - s. 26

Issue a cat control notice.

3. Cat Act 2011 - s. 37(1) and 37(2)

Cat Regulations 2012 - Reg. 22

Grant, refuse to grant, renew or refuse to renew an application to breed cats.

	<p>4. <i>Cat Act 2011 - s. 37(3) and 37(4)</i> Require an applicant to provide documents or information within a specified time of not more than 21 days, in order to determine a breeder application, or require the applicant to verify the information by statutory declaration.</p> <p>5. <i>Cat Act 2011 - s. 38</i> Cancel an approval to breed.</p> <p>6. <i>Cat Act 2011 - s. 39</i> Issue a certificate to an approved breeder.</p> <p>7. <i>Cat Act 2011 - s. 40</i> Notify the applicant of a decision to approve or decline a registration, or approve or decline a breeder's application in writing within seven days of making a decision.</p> <p>8. <i>Cat Act 2011 - s. 49(3)</i> Recover costs associated with the destruction of a cat in a court of competent jurisdiction.</p>
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: <i>Cat Act 2011 - s. 44</i></p> <p>Power exercised or duty delegated: <i>All powers and duties of the local government under the Cat Act 2011 and subsidiary legislation</i></p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

4. Cat Act 2011

Delegation	4.1.1 Cat Registrations (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.9 Registration • s.10 Cancellation of Registration • s.11 Registration numbers, certificates and tags <i>Cat Regulations 2012</i> <ul style="list-style-type: none"> • Sch. 3, cl.1(4) Fees payable
Function	<ol style="list-style-type: none"> 1. Authority to grant, or refuse to grant, a cat registration or renewal of a cat registration [s.9(1)]. 2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.9(6)]. 3. Authority to cancel a cat registration [s.10]. 4. Authority to give the cat owner a new registration certificate or tag, if satisfied that the original has been stolen, lost, damaged or destroyed [s.11(2)]. 5. Authority to reduce or waive a registration or approval to breed fee, in respect of any cat or class of cats within the Shire's District [Sch. 3 cl. 1(4)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. Notices of decisions must include advice as to Objection and Review rights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i>.
Statutory framework	<i>Cat Regulations 2012:</i> <ul style="list-style-type: none"> • r.12 Period of registration (s.9(7)) • r.14 Registration certificate (s.11(1)(b)) • r.15 Registration tags (s.76(2))
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	4.1.2 Cat Control Notices (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.26 Cat control notice may be given to cat owner
Function	1. Authority to give a cat control notice to a person who is the owner of a cat ordinarily kept within the Shire's District [s.26].
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Cat Regulations 2012:</i> <ul style="list-style-type: none"> • r.20 Cat control notice [s.23(3)], prescribes the form of the notice.
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	4.1.3 Approval to Breed Cats (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.37 Approval to breed cats • s.38 Cancellation of approval to breed cats • s.39 Certificate to be given to approved cat breeder
Function	<ol style="list-style-type: none"> 1. Authority to grant or refuse to grant approval or renew an approval to breed cats [s.37 (1) and (2)]. 2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.37(4)]. 3. Authority to cancel an approval to breed cats [s.38]. 4. Authority to give an approved breeder a new certificate or tag, if satisfied that the original has been stolen, lost, damaged or destroyed [s.39(2)].
Delegates	CEO
Conditions	Notices of decisions must include advice as to Objection and Reviewrights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i> .
Statutory framework	<i>Cat Regulations 2012:</i> <ul style="list-style-type: none"> • r.21 Application for approval to breed cats [s.36(2)) • r.22 Other circumstances leading to refusal of approval to breed cats (s.37(2)(f)) • r.23 Person who may not be refused approval to breed cats (s.37(5)) • r.24 Duration of approval to breed cats (s.37(6)) • r.25 Certificate given to approved cat breeder (s.39(1))
Policy	Nil
Record keeping	Any exercise ofdelegation must be captured in the Shire's electronic records management systemin accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration)Regulations 1996</i> r.19.

Delegation	4.1.4 Recovery of Costs - Destruction of Cats (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.49(3) Authorised person may cause cat to be destroyed
Function	1. Authority to recover the amount of the costs associated with the destruction and disposal of a cat [s.49(3)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	4.1.5 Applications to Keep Additional Cats (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat (Uniform Local Provisions) Regulations 2013:</i> <ul style="list-style-type: none"> • r.8 Application to keep additional number of cats • r.9 Grant of approval to keep additional number of cats
Function	<ol style="list-style-type: none"> 1. Authority to require any document or additional information required to determine an application [r.8(3)]. 2. Authority to refuse to consider an application if the applicant does not comply with a requirement to provide any document or information required to determine an application [r.8(4)]. 3. Authority to grant or refuse approval for additional number of cats specified in an application to be kept at the prescribed premises and to determine any condition reasonably necessary to ensure premises are suitable for the additional number of cats [r.9].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	4.1.6 Reduce or Waive Registration Fee (DRAFT)
Category	4. Cat Act 2011
Delegator	Council
Express power to delegate	<i>Cat Act 2011:</i> <ul style="list-style-type: none"> • s.44 Delegation by local government
Express power or duty delegated	<i>Cat Regulations 2012:</i> <ul style="list-style-type: none"> • Sch. 3 Fees cl.1(4)
Function	1. Authority to reduce or waive a fee payable under Sch. 3 cl.(2) or (3) in respect to any individual cat.
Delegates	CEO
Conditions	This delegation does not provide authority to determine to reduce or waive the fees payable in regard to any class of cat within the District, which would require a Council decision in accordance with s.6.16, 6.17 and 6.18 of the <i>Local Government Act 1995</i> .
Statutory framework	Nil
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	3.16 Dog Act 1976
Category	Law, Order and Public Safety
Delegator	Council
Express power or duty delegated	<p>To fulfil, carry out, undertake or enforce any power or duty of the local government under the Dog Act 1976 and its subsidiary legislation. The Chief Executive Officer is expressly authorised by Council to further delegate the power or duty. (s.10AA(3))</p> <p>Subdelegations to Executive Manager Regulatory and Development Services, Manager Ranger Services and Rangers:</p> <ol style="list-style-type: none"> 1. <i>Dog Act 1976</i> - s. 10A Pay and direct a vet to sterilise a dog owned by an eligible person. 2. <i>Dog Act 1976</i>- s. 16(3) Direct a Registration Officer to refuse to effect or renew the registration of a dog, or to cancel the registration of a dog in circumstances prescribed by s. 16(3). 3. <i>Dog Act 1976</i> - s. 17A Where no application for registration has been made, give written notice to an owner that a dog cannot be registered for any of the prescribed reasons and inform the owner of their right of review. 4. <i>Dog Act 1976</i> - s. 33H Revoke a declaration as a dangerous dog or proposal to destroy.
Delegates	CEO
Conditions	Nil.
Statutory framework	<p>Legislative authority to delegate: <i>Dog Act 1976</i> - s. 10AA(1)</p> <p>Power exercised or duty delegated: <i>All powers and duties of the local government under the Dog Act 1976 and subsidiary legislation</i></p>
Policy	Nil
Date adopted	11 May 2021
Adoption references	Administrative amendment by Governance Officer

5. Dog Act 1974

Delegation	5.1.1 Part Payment of Sterilisation Costs/Directions to Veterinary Surgeons (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10A Payments to veterinary surgeons towards costs of sterilisation
Function	<ol style="list-style-type: none"> 1. Authority to determine where a resident who is the owner of a registered dog would suffer hardship in paying the whole of the cost of sterilisation and determine to make a payment towards such costs [s.10A(1)(a) and (3)]. 2. Authority to give written directions to a veterinary surgeon to be complied with as a condition of part payment of the cost of sterilisation [s.10A(a)(b) and (2)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Any exercise of delegation must be captured in the Shire's electronic records management system in accordance with the requirements of the <i>Local Government Act 1995</i> s.5.46 and the <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	5.1.2 Refuse or Cancel Registration (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.15(2) and (4A) Registration periods and fees • s.16(3) Registration procedure • s.17A(2) If no application for registration made • s.17(4) and (6) Refusal or cancellation of registration
Function	<p>1. Authority to determine to refuse a dog registration and refund the fee, if any [s.16(2)].</p> <p>2. Authority to direct a registration officer to refuse to effect or renew or to cancel the registration of a dog, and to give notice of such decisions, where:</p> <p>a. the applicant, owner or registered owner has been convicted of an offence or paid a modified penalty within the past 3 years in respect of 2 or more offences against this Act, the <i>Cat Act 2011</i> or the <i>Animal Welfare Act 2002</i>; or</p> <p>b. the dog is determined to be destructive, unduly mischievous or to be suffering from a contagious or infectious disease; or</p> <p>c. the delegate is not satisfied that the dog is or will be effectively confined in or at premises where the dog is ordinarily kept; or</p> <p>d. the dog is required to be microchipped but is not microchipped; or</p> <p>e. the dog is a dangerous dog [s.16(3) and s.17A(2)].</p> <p>3. Authority to discount or waive a registration fee, including a concessional fee, for any individual dog or any class of dogs within the Shire's District [s.15(4A)].</p> <p>4. Authority to apply to a Justice of the Peace for an order to seize a dog where, following a decision to refuse or cancel a registration, the applicant/owner has not applied to the State Administrative Tribunal for the decision to be reviewed [s.17(4)].</p> <p>5. Authority, following seizure, to determine to cause the dog to be detained or destroyed or otherwise disposed of as though it had been found to be in contravention of s.31, 32 or 33A and had not been claimed [s.17(6)].</p>
Delegates	CEO
Conditions	Nil

Statutory framework	<p><i>Dog Act 1976:</i></p> <ul style="list-style-type: none">• s.17A If no application for registration made - procedure for giving notice of decision under s.16(3). <p>NOTE: Decisions made under this delegation may be referred for review by the State Administrative Tribunal - s.16A, s.17(4) and (6).</p>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by the <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

DRAFT

Delegation	5.1.3 Kennel Establishments (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.27 Licensing of approved kennel establishments
Function	1. Authority to grant, refuse to grant or cancel a kennel licence [s.27(4) and (6)].
Delegates	CEO
Conditions	1. Application processing and decisions under this delegation are to comply with the Shire of Gingin Dogs Local Law 2004.
Statutory framework	Decisions made under this delegation may be referred for review by the State Administrative Tribunal - s.16A, s.17(4) and (6).
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.4 Recovery of Moneys Due under this Act (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.29(5) Power to seize dogs
Function	1. Authority to recover moneys, in a court of competent jurisdiction, due in relation to a dog for which the owner is liable [s.29(5)].
Delegates	CEO
Conditions	Nil
Statutory framework	Includes recovery of expenses relevant to: <i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.30A(3) Operator of dog management facility may have dog microchipped at owner's expense • s.33M Local government expenses to be recoverable • s.47 Veterinary service expenses recoverable from local government <i>Dog Regulations 2013:</i> <ul style="list-style-type: none"> • r.31 Local government expenses as to dangerous dogs (declared)
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.5 Dispose of or Sell Dogs Liable to be Destroyed (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.29(11) Power to seize dogs
Function	1. Authority to dispose of or sell a dog which is liable to be destroyed [s.19(11)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.6 Declare Dangerous Dog (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.33E(1) Individual dog may be declared to be dangerous dog (declared)
Function	1. Authority to declare an individual dog to be a dangerous dog.
Delegates	CEO
Conditions	Nil
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.7 Dangerous Dog Declared or Seized - Deal with Objections and Determine When to Revoke (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.33F(6) Owners to be notified of making of decision • s.33G(4) Seizure and destruction • s.33H(1) and (2) Local government may revoke declaration or proposal to destroy
Function	<ol style="list-style-type: none"> 1. Authority to consider and determine to either dismiss or uphold an objection to the declaration of a dangerous dog [s.33F(6)]. 2. Authority to consider and determine to either dismiss or uphold an objection to seizure of a dangerous dog [s.33G(4)]. 3. Authority to revoke a declaration of a dangerous dog or revoke notice proposing to cause a dog to be destroyed, only where satisfied that the dog can be kept without likelihood of any contravention of this Act [s.33(1)]. 4. Authority, before dealing with an application to revoke a declaration or notice, to require the owner of the dog to attend, with the dog, a course in behaviour and training or otherwise demonstrate a change in the behaviour of the dog [s.33H(2)].
Delegates	CEO
Conditions	Nil
Statutory framework	<p>The power to deal with an objection to, or to revoke, a dangerous dog declaration should not be delegated to a position which also holds the power to enable the declaration of a dangerous dog under s.33E(1). The Shire's Manager Ranger Services, Senior Ranger and Rangers are authorised to declare individual dogs to be dangerous dogs.</p> <p>NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.</p>
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.8 Deal with Objection to Notice to Revoke Dangerous Dog Declaration or Destruction Notice (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.33H(5) Local government may revoke declaration or proposal to destroy
Function	1. Authority to consider and determine to either dismiss or uphold an objection to a decision to revoke [s.33H(5)]: a. a notice declaring a dog to be dangerous; or b. a notice proposing to cause a dog to be destroyed.
Delegates	CEO
Conditions	Nil
Statutory framework	The power to deal with an objection to revoke a dangerous dog declaration or destruction notice should not be delegated to a position which also holds the power to deal with an objection to, or to revoke, a dangerous dog declaration. The Shire's Executive Manager Regulatory and Development Services is authorised to deal with an objection to, or to revoke, a dangerous dog declaration [Del. 5.7]. NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	5.1.9 Determine Recoverable Expenses for Dangerous Dog Declaration (DRAFT)
Category	5. Dog Act 1974
Delegator	Council
Express power to delegate	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.10AA Delegation of local government powers and duties
Express power or duty delegated	<i>Dog Act 1976:</i> <ul style="list-style-type: none"> • s.33M(1)(a) Local government expenses to be recoverable
Function	1. Authority to determine the reasonable charge to be paid by an owner at the time of payment of the registration fee under s.15, up to the maximum amount prescribed, having regard to expenses incurred by the local government in making enquiries, investigations and inspections concerning the behaviour of a dog declared to be dangerous [s.33H(5)].
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Dog Regulations 1976:</i> <ul style="list-style-type: none"> • r.31 Local government expenses as to dangerous dogs declared - prescribes the maximum charge allowable with respect to s.33M(1)(a).
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

6. Food Act 2008

Delegation	6.1.1 Appoint Authorised Officers and Designated Officers (DRAFT)
Category	6. Food Act 2008
Delegator	Council
Express power to delegate	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.118(2)(b), (3) and (4) Functions of enforcement agencies and delegation
Express power or duty delegated	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.122(1) Appointment of authorised officers • s.126(6), (7) and (13) Infringement officers
Function	<ol style="list-style-type: none"> 1. Authority to appoint a person to be an authorised officer for the purposes of the <i>Food Act 2008</i> [s.122(2)]. 2. Authority to appoint an Authorised Officer appointed under s.122(2) of this Act or s.24 (1) of the <i>Public Health Act 2016</i> to be a Designated Officer for the purposes of issuing infringement notices under the <i>Food Act 2008</i> [s.126(13)]. 3. Authority to appoint an Authorised Officer to be a Designated Officer (who is prohibited by s.126(13) from also being a Designated Officer for the purpose of issuing infringements) for the purpose of extending the time for payment of modified penalties [s.126(6)] and determining withdrawal of an infringement notice [s.126(7)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. A person who is a Designated Officer for the purposes of Function 2 cannot also be a Designated Officer for the purposes of Function 3, and vice versa [s.126(13)]. 2. A list of appointed Authorised Officers must be prepared and maintained [s.122(3)].
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Health

Delegation	4.3 Food Act 2008 - Appointment of Authorised Officers
Category	Health
Delegator	Council
Express power or duty delegated	To appoint officers as Authorised Officers in accordance with section 122 of the Food Act 2008.
Delegates	CEO
Conditions	A list of authorised officers must be prepared and maintained in accordance with s.122(3) of the Food Act 2008.
Statutory framework	<p>Legislative authority to delegate: <i>Food Act 2008 - s. 118(2)</i></p> <p>Power exercised or duty delegated: <i>Food Act 2008 - s. 122(1)</i></p>
Policy	Nil
Date adopted	18 June 2013
Adoption references	Minute Item 11.1.3

Delegation	4.4 Food Act 2008 - Appointment of Designated Officers
Category	Health
Delegator	Council
Express power or duty delegated	To appoint Authorised Officers as Designated Officers to issue, extend or withdraw infringements for offences against the Food Act 2008.
Delegates	CEO
Conditions	<p>1. A person who is a designated officer for the purposes of issuing infringements cannot be a designated officer for the purposes of extending or withdrawing infringements.</p> <p>2. A list of designated officers must be prepared and maintained in accordance with s.122(3) of the Food Act 2008.</p>
Statutory framework	<p>Legislative power to delegate: <i>Food Act 2008</i> - s. 118(2)</p> <p>Power exercised or duty delegated: <i>Food Act 2008</i> - s. 126(13)</p>
Policy	Nil
Date adopted	17 June 2014
Adoption references	Minute Item 11.1.1

Delegation	6.1.4 Determine Compensation (DRAFT)
Category	6. Food Act 2008
Delegator	Council
Express power to delegate	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.118(2)(b), (3) and (4) Functions of enforcement agencies and delegation
Express power or duty delegated	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.56(2) Compensation to be paid in certain circumstances • s.70(2) and (3) Compensation
Function	<ol style="list-style-type: none"> 1. Authority to determine applications for compensation in relation to any item seized, if no contravention has been committed and the item cannot be returned [s.56(2)]. 2. Authority to determine an application for compensation from a person on whom a prohibition notice has been served and who has suffered loss as the result of the making of the order and who considers that there were insufficient grounds for making the order [s.70(2) and (3)].
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time. 2. Compensation under this delegation may only be determined upon documented losses up to a maximum of \$5,000. Compensation requests above this value are to be submitted to Council for consideration.
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	4.9 Food Act 2008 - Determine Compensation
Category	Health
Delegator	Council
Express power or duty delegated	In respect to applications for compensation under s. 70, to determine: 1. whether there were insufficient grounds for making a prohibition order; and 2. where compensation is to be paid, the compensation to the application that is just and reasonable.
Delegates	CEO
Conditions	The level of compensation to be paid in respect of any single claim is not to exceed a maximum of \$5,000.
Statutory framework	Legislative Authority to Delegate: <i>Food Act 2008</i> - s. 118(2)(b) Power Exercised or Duty Delegated: <i>Food Act 2008</i> - s. 70(2) and 70(3)
Policy	Nil
Date adopted	20 June 2017
Adoption references	Minute Item 11.1.1

Delegation	6.1.5 Debt Recovery and Prosecutions (DRAFT)
Category	6. Food Act 2008
Delegator	Council
Express power to delegate	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.118(2)(b), (3) and (4) Functions of enforcement agencies and delegation
Express power or duty delegated	<i>Food Act 2008:</i> <ul style="list-style-type: none"> • s.54 Cost of destruction or disposal of forfeited item • s.125 Institution of proceedings
Function	<ol style="list-style-type: none"> 1. Authority to recover costs incurred in connection with the lawful destruction or disposal of an item (sized) including any storage costs [s.54(1)] and the costs of any subsequent proceedings in a court of competent jurisdiction [s.54(3)]. 2. Authority to institute proceedings for an offence under the <i>Food Act 2008</i> [s.125].
Delegates	Executive Manager Regulatory and Development Services Principal Environmental Health Officer
Conditions	1. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

7. Graffiti Vandalism Act 2016

Delegation	7.1.1 Give Notice Requiring Obliteration of Graffiti (DRAFT)
Category	7. Graffiti Vandalism Act 2016
Delegator	Council
Express power to delegate	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.16 Delegation by local government
Express power or duty delegated	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.18(2) Notice requiring removal of graffiti • s.19(3) and (4) Additional powers when notice is given
Function	1. Authority to give written notice to a person who is an owner or occupier of property on which graffiti is applied, requiring the person to ensure that the graffiti is obliterated in an acceptable manner, within the time set out in the notice [s.18(2)]. 2. Authority, where a person fails to comply with a notice, to do anything considered necessary to obliterate the graffiti in an acceptable manner [s.19(3)] and to take action to recover costs incurred as a debt due from the person who failed to comply with the notice [s.19(4)].
Delegates	CEO
Conditions	Nil
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	7.1.2 Notices - Deal with Objections and Give Effect to Notices (DRAFT)
Category	7. Graffiti Vandalism Act 2016
Delegator	Council
Express power to delegate	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.16 Delegation by local government
Express power or duty delegated	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.22(3) Objection may be lodged • s.24(1)(b) and (3) Suspension of effect of notice
Function	<ol style="list-style-type: none"> 1. Authority to deal with an objection to a notice [s.22(3)]. 2. Authority, where an objection has been lodged, to: <ol style="list-style-type: none"> a. determine and take action to give effect to the notice, where it is determined that there are urgent reasons or an endangerment to public safety or likely damage to property or serious nuisance, if action is not taken [s.24(1)(b)]; and b. give notice to the affected person, before taking the necessary actions [s.24(3)].
Delegates	CEO
Conditions	Nil
Statutory framework	NOTE: Decisions under this delegation may be referred for review by the State Administrative Tribunal.
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	7.1.3 Obliterate Graffiti on Private Property (DRAFT)
Category	7. Graffiti Vandalism Act 2016
Delegator	Council
Express power to delegate	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.16 Delegation by local government
Express power or duty delegated	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.25(1) Local government powers on land not local government property
Function	1. Authority to determine to obliterate graffiti without the consent of the owner or occupier, even though the land on which it is done is not local government property and the local government does not have consent [s.25(1)].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	7.1.4 Powers of Entry (DRAFT)
Category	7. Graffiti Vandalism Act 2016
Delegator	Council
Express power to delegate	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.16 Delegation by local government
Express power or duty delegated	<i>Graffiti Vandalism Act 2016:</i> <ul style="list-style-type: none"> • s.28 Notice of entry • s.29 Entry under warrant
Function	1. Authority to give notice of an intended entry to the owner or occupier of land, premises or thing, specifying the purpose for which entry is required [s.28]. 2. Authority to obtain a warrant to enable entry onto any land, premises or thing for the purposes of this Act [s.29].
Delegates	CEO
Conditions	Nil
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19

Delegation	7.2 Restrictive Covenants
Category	Planning
Delegator	Council
Express power or duty delegated	To deal with all future applications pertaining to the placing of Restrictive Covenants on freehold land within the Shire of Gingin under s.129BA of the Transfer of Land Act 1893.
Delegates	CEO
Conditions	Nil
Statutory framework	<p>Legislative authority to delegate: Shire of Gingin Local Planning Scheme No. 9 (as amended) - Cl. 11.3</p> <p>Power exercised or duty delegated: <i>Transfer of Land Act 1893 - s. 129A</i></p>
Policy	Nil
Date adopted	4 June 2002
Adoption references	Minute Item 10.3

Delegation	8.1.6 Illegal Development (DRAFT)
Category	8. Planning and Development Act 2005
Delegator	Council
Express power to delegate	<p><i>Local Government Act 1995:</i></p> <ul style="list-style-type: none"> • s.4.52(b) Delegation of some powers or duties to the CEO • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<p><i>Planning and Development Act 2005:</i></p> <ul style="list-style-type: none"> • s.214(2), (3) and (5) Illegal development, responsible authority's powers as to
Function	<p>1. Authority to give a written direction to the owner or any other person undertaking an unauthorised development to stop, and not recommence, the development or that part of the development that is undertaken in contravention of the planning scheme, interim development order or planning control area requirements.</p> <p>2. Authority to give a written direction to the owner or any other person who undertakes an unauthorised development:</p> <ol style="list-style-type: none"> a. to remove, pull down, take up, or alter the development; and b. to restore the land as nearly as practicable to its condition immediately before the development started, to the satisfaction of the responsible authority. <p>3. Authority to give a written direction to the person whose duty it is to execute work, to execute that work where it appears that delay in the execution of the work to be executed under a planning scheme or interim development order would prejudice the effective operation of the planning scheme or interim development order.</p>
Delegates	CEO
Conditions	<p>1. Where a Direction Notice has been issued for unauthorised built development, a minimum of 60 days from the date of the issue of the Direction Notice will be allowed for the owner or alleged offender to comply.</p>
Statutory framework	<p><i>Planning and Development Act 2005:</i></p> <ul style="list-style-type: none"> • Part 13
Policy	Nil
Record keeping	Each exercise of delegated power must be captured in the Shire's records management system as required by the <i>Local Government Act 1995</i> s.5.46 and <i>Local Government (Administration) Regulations 1996</i> r.19.

Delegation	7.8 Planning and Development Act 2005 - Enforcement and Legal Proceedings for Unauthorised Use or Built Development
Category	Planning
Delegator	Council
Express power or duty delegated	The power to issue Direction Notices and prosecute under Part 13 of the <i>Planning and Development Act 2005</i> with respect to unauthorised use or built development which contravenes the Shire's Local Planning Scheme.
Delegates	CEO
Conditions	<ol style="list-style-type: none"> 1. Where the matter relates to an unauthorised use, a Direction Notice may be given to the owner or alleged offender seeking the cessation of the use within a specified time period. The specified time period will depend on the nature of the offence and its effect on the public interest. 2. Where the matter relates to an unauthorised built development, a Direction Notice may be given to the owner or alleged offender seeking them to remove, pull down, take up, or alter the development, and restore the land as nearly as practicable to its condition immediately before the development started. 3. Where a Direction Notice has been issued for unauthorised built development, a minimum of 60 days from the date of the issue of the Direction Notice will be allowed for the owner or alleged offender to comply.
Statutory framework	<p>Legislative Authority to Delegate: <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> - cl. 82</p> <p>Legislative authority to sub-delegate: <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> - cl. 83</p> <p>Power exercised or duty delegated: <i>Planning and Development Act 2005</i> - Part 13 Enforcement and Legal Proceedings</p>
Policy	Nil
Date adopted	19 December 2017
Adoption references	Item 11.3.3

Delegation	9.2 Determination of Minor Amendments - Development Approval for Proposed Oversize Caretaker's Dwelling on Lot 864 (12) Kendall Road, Lancelin
Category	Specific Purpose Delegations
Delegator	Council
Express power to delegate	<i>Planning and Development (Local Planning Scheme) Regulations 2015</i> Schedule 2 - Deemed provisions for local planning schemes • s.82 Delegations by local government
Express power or duty delegated	<i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Schedule 2 - Deemed provisions for local planning schemes • s.77(4) Amending or cancelling development approval
Function	To determine an application to amend an aspect of the development approved which, if amended, would not substantially change the development approved.
Delegates	CEO
Conditions	Amendments entailing an extension to the capacity of the dwelling via increased rooms or floor area, or alterations to the conditions applied to the substantive approval are not covered by this delegation. Such amendments will require submission to Council for consideration.
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.
Date adopted	17 December 2020
Adoption references	Council Minutes 17 November 2020 - Item 11.3.5

Delegation	4.8 Public Health Act 2016 - Certificates of Authority
Category	Health
Delegator	Council
Express power or duty delegated	To sign Certificates of Authority issued to authorised officers appointed under the <i>Public Health Act 2016</i> .
Delegates	CEO
Conditions	The <i>Public Health Act 2016</i> does not contain a power of further delegation.
Statutory framework	Legislative Authority to Delegate: <i>Public Health Act 2016</i> s. 21 Power Exercised or Duty Delegated: <i>Public Health Act 2016</i> s. 30
Policy	Nil
Date adopted	21 February 2017
Adoption references	Item 11.1.1



POLICY MANUAL

3.18 Disposition of Assets

OBJECTIVE

To clearly identify the process by which the Shire of Gingin will dispose of assets ~~(other than land) with a value of less than \$50,000~~ to ensure that such disposal takes place in a fair, equitable and consistent manner, and in compliance with relevant legislation.

POLICY

This policy supports Delegation ~~2-141.1.12~~ Disposition of Assets ~~Other Than Land~~.

Any proposal to dispose of an asset other than land, as outlined in 1. Below, must be undertaken in accordance with Procedure 3.1 – Disposition Of Assets (Other Than Land) With A Value Not Exceeding \$20,000.

1. Disposal of Council-owned assets (other than land) shall be carried out in accordance with the following schedule:

Current Market Value of Property	Method of Disposal
\$0-\$5,000 (<i>exempt from the provisions of s3.58</i>)	<ul style="list-style-type: none">• Call for offers of purchase;• Holding of a surplus goods sale at the Shire Depot;• Donation to a local community group where asset has no commercial value;• Sale to the highest bidder through an internal bidding process for staff and Councillors, whereby bids are sealed;• Sale to the highest bidder at public auction; or• Destruction of the property (recycle where possible).
\$5,001-\$20,000 (<i>exempt from the provisions of s3.58</i>)	<ul style="list-style-type: none">• To the highest bidder at public auction;• To the most acceptable tender, whether or not it is the highest tender, through a public tender process; or• To an external party at market value.
\$20,001-\$50,000	In accordance with Section 3.58 of the <i>Local Government Act 1995</i> .
>\$50,000	The proposal to dispose of property with a value of more than \$50,000 must be submitted to Council for approval.

- ~~2. Any proposal to dispose of Council-owned land must be submitted to Council for consideration.~~
- ~~2. The following dispositions of land or building assets may be undertaken by the CEO, under Delegation 1.1.12 Disposition of Assets, without reference to Council:~~
 - ~~a. The leasing of land to bodies, whether incorporated or not, the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature, and the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions.~~
 - ~~b. The leasing of land to an employee of the local government for use as the employee's residence.~~
 - ~~c. The leasing of residential property to a person.~~
- ~~3. All other proposed dispositions of land or building assets must be referred to Council for formal consideration.~~

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995, s3.58 Local Government (Functions and General) Regulations 1996, reg 30
Industry Compliance	N/A
Organisational Compliance	Delegation 2.14: Disposition Of Assets Other Than Land Procedure 3.1: Disposition of Assets With a Value Not Exceeding \$20,000

POLICY ADMINISTRATION

Review Cycle	Biennial	Next Review	2015
Department	Office of the CEO		

Version	Decision Reference	Synopsis
1.	20/08/2013 – Item 11.1.2	New Policy adopted.
2.	21/09/2021 Item 11.1	Policy reviewed and retained without amendment.

11.2 APPOINTMENT OF COMMUNITY REPRESENTATIVES - AGED HOUSING AND CARE SERVICE PROVISION WORKING GROUP

File	CSV/40
Author	Ebony Mackey - Governance Support Officer
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	21 June 2022 - Item 11.5
Appendices	1. Current Terms of Reference [11.2.1 - 3 pages]

COUNCIL RESOLUTION

MOVED: Councillor Vis **SECONDED:** Councillor Johnson

That Item 11.2 be considered under Section 18 as a Matter for Which Meeting is Closed to the Public.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

In accordance with Council's resolution, Item 11.2 was considered as Confidential Item 18.1. See page 648.

Reasons for Confidentiality

Section 5.23(2) of the *Local Government Act 1995* permits the meeting to be closed to the public for business relating to, amongst other things, the personal affairs of any person. It was felt by Council that consideration of the individual nominations (presented as confidential attachments to the officer's report), would inevitably require the disclosure of personal information, and therefore the meeting should be closed to the public whilst discussion took place.

DISCLOSURES OF INTEREST

Councillor Balcombe declared an impartiality interest in Item 18.1 as two of the applicants are on the Board of Directors for her employer, Gingin Districts Community Financial Services.

PURPOSE

To consider nominations received for community representation on the Aged Housing and Care Service Provision Working Group.

BACKGROUND

From time to time, Council will facilitate the formation of working groups to work collaboratively with Council members and at times, community members, on a range of matters it is involved in.

Previously, Council has indicated its intention to facilitate the formation of a Working Group relating to Aging in Place provisions in the Shire.

The reason for this is that there is a lot of community deliberation over the provision of aged housing and aged services within the Shire. There is much miscommunication within the community regarding this matter and this Working Group is to progress liaison within the sector to improve the provisions of aged housing and further to this, in home aged services.

Council adopted Terms of Reference for the Working Group at its meeting on 21 June 2022 and agreed to undertake local public notice calling for nominations of ratepayers or residents of the Shire of Gingin for community representation on the Group.

Council also resolved to appoint Councillor Johnson, Councillor Vis and Councillor Balcombe as Council's representatives on the Working Group with Councillor Kestel, Councillor Sorensen and Councillor Rule appointed as deputy representatives.

COMMENT

Local public notice calling for nominations from community representatives was given for a period of two weeks, closing on 11 July 2022.

Six submissions were received and are attached for Council's consideration as **Confidential Appendix 11.2.1**.

When considering appointment of community representatives to the Working Group, Council should consider the applications in line with the expressed criteria contained in the Terms of Reference. Community representatives must:

- Be ratepayers or residents of the Shire of Gingin; and
- Have an interest and/or experience in the provision of housing and care services for aged persons.

Nominees were asked to provide a one-page statement addressing their experience/interest in aged housing and providing aged care services.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.3 Aging in Place & Health Care - Foster relationships with key stakeholders to provide aging in place opportunities and appropriate health care in our communities

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council appoint the following community representatives to the Aged Housing and Care Service Provision Working Group:

Community Representative	
1.	
2.	
3.	



TERMS OF REFERENCE

Aged Housing and Care Service Provision Working Group

June 2022

Name:	Aged Housing and Care Service Provision Working Group
Role/Purpose:	To identify options for progressing aged housing and care service provision within the Shire of Gingin.
Aims & Functions:	<ol style="list-style-type: none"> 1. To assess the current situation relating to aged housing and care services across the Shire, review all existing relevant information and reports, obtain additional information and guidance from experts in the field as required. 2. To identify opportunities for action to be taken by the Shire (including by way of support, advocacy, promotion and education) with respect to improving aged housing and care service provision within the Shire of Gingin.
Membership:	<ol style="list-style-type: none"> 1. The Working Group shall consist of the following representation: <ul style="list-style-type: none"> • Three Councillor representatives • Three community representatives • CEO • Executive Manager Corporate & Community Services 2. Other Shire of Gingin officers may attend meetings in an advisory capacity as required. 3. Community representatives must be ratepayers or residents of the Shire of Gingin with an interest and/or experience in the provision of housing and care services for aged persons. 4. Nominations for community representatives will be sought by giving local public notice. 5. Membership shall be for a period of up to two years, with all positions terminating on the day of the next ordinary Council election. Local public notice will be given seeking nominations for community representative positions following each election. Previous members are eligible to re-nominate, but will be required to submit a new nomination. 6. Working Group membership shall be approved or terminated by decision of Council. 7. If a community representative misses two or more consecutive meetings then their membership may be terminated by decision of Council. 8. Members may resign from the Working Group by submitting a written resignation to the CEO.

	<p>9. In the event that a community representative resigns from the Working Group, or their membership is terminated, prior to the end of their term, then Council may appoint a replacement from other nominations received during the most recent nomination period.</p> <p>10. All members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.</p> <p>11. All members must commit to:</p> <ul style="list-style-type: none"> a) actively participating in and contributing to meetings in a constructive and objective manner; and b) reviewing any agenda or other material that may be provided prior to a meeting. <p>12. The Working Group has authority to second external individuals, on a voluntary basis, for their expert advice.</p>
Operating procedures:	<p>1. Presiding Member:</p> <ul style="list-style-type: none"> a) The members of the Working Group are to appoint a Councillor representative as Presiding Member at the first meeting of the Working Group, and thereafter at each first meeting following a Shire of Gingin local government election. b) The Presiding Member will preside at all meetings. c) In the absence of the Presiding Member another Councillor representative is to be appointed by the Working Group members present to lead the meeting. d) The Presiding Member is responsible for the proper conduct of the Working Group. <p>2. Meetings:</p> <ul style="list-style-type: none"> a) The Working Group shall meet as required. When called, meetings will, in most cases, be held on the first or third Tuesday of the month prior to a Council Briefing Session or Ordinary Council Meeting. b) Meetings will primarily be held at the Shire's Gingin Administration Centre, but may be held at other venues as required, c) Working Group members will be given at least 72 hours' notice of a proposed meeting where possible. However, if convenient and necessary, impromptu meetings may be held on occasions when all Working Group members are able to attend. d) The Presiding Member shall ensure that notes of all meetings are kept and that Working Group members are provided with a copy of such notes. <p>3. Quorum:</p> <p>The quorum for a meeting shall be at least 50% of the number of endorsed members.</p>

	<p>4. Reporting:</p> <p>Any Working Group consensus requiring action on the part of the Council or requiring a Council commitment will be listed as a separate Officer's report on the Agenda for the next ordinary Council meeting.</p> <p>6. Remuneration:</p> <p>Membership is voluntary and Working Group members will not be remunerated for their participation.</p>
Appointing legislation:	N/A
Delegated Authority:	The Working Group has no delegated power and has no authority to implement any recommendations without approval of Council, or to direct staff to expend funds or undertake any action or duties.

Version	Decision Reference	Synopsis

11.3 LEASE BETWEEN THE DEPARTMENT OF BIODIVERSITY, CONSERVATION & ATTRACTIONS AND THE SHIRE OF GINGIN - RESERVE 49174 NILGEN ROAD, NILGEN

File	EST/7; RES/7
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Location Plan - Reserve 49174 Nilgen Road, Nilgen [11.3.1 - 1 page] 2. Proposed Lease Document [11.3.2 - 52 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider entering into a new lease agreement with the Department of Biodiversity, Conservation and Attractions with respect to Reserve 49174 Nilgen Road, Nilgen.

BACKGROUND

Since at least 2004 the Shire of Gingin has leased Reserve 49174 from the State Government for the purpose of accommodating a Shire-owned communications mast. A location plan is provided as **Appendix 11.3.1**.

The most recent lease arrangement (with the then Department of Conservation and Land Management) provided for an initial term of five years expiring on 31 December 2013, with a further term of five years terminating on 31 December 2018.

In November 2018 the Shire contacted the Department of Biodiversity, Conservation and Attractions drawing attention to the imminent expiry of the lease and requesting that the Department draft a new lease agreement for Council's consideration. The Department subsequently advised that a new lease template was being drafted by the State Solicitor's Office, and that in the interim the terms and conditions of the previous lease would continue to apply under the Holding Over clause contained within that agreement.

On 1 March 2022 the Department of Biodiversity, Conservation and Attractions provided a new draft lease agreement for consideration. The draft has been referred to the Shire's insurers for comment, and a final document is now ready for formal consideration by Council (**Appendix 11.3.2**).

COMMENT

The Shire's mast located on Lot 14226 currently accommodates:

- Digital television broadcast equipment servicing coastal areas of the Shire of Gingin;
- Commercial radio broadcast equipment for Spirit FM and REDfm;
- Optus mobile telecommunications equipment (subject to a sublease agreement); and
- Amplitel (formerly Telstra) mobile telecommunications equipment (subject to a sublease agreement).

The proposed new lease agreement provides for a lease term of 15 years (commencing from 1 January 2022 and expiring on 31 December 2037) with no further term. The proposed commencing rent payable by the Shire of Gingin is \$1,368.83 (ex GST), subject to an annual CPI rent review and Crown Land Rent Reviews that cannot be conducted more than once every five years. In comparison, the commencing rent for the previous lease in January 2009 (some 12 years ago) was \$755.71 (ex GST).

It is noted that the Permitted Use under the previous lease was *...for the purpose of constructing, maintaining and operating a radio communications network and radio communications and telecommunications networks service and uses incidental thereto (non-residential)*. The proposed new lease, however, specifies the Permitted Use as being *...constructing, maintaining and operating a Telecommunications Network and Telecommunications Service and uses incidental thereto (non-residential)*.

The Department has provided written confirmation that it is comfortable that radio communications can be accommodated under the telecommunications use, but that it is happy to amend the final version of the lease to revert to the previous Permitted Use.

In the event that Council agrees to enter into the lease, then a final version of the agreement incorporating a location plan and any required amendments will be provided by the Department for execution.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The Shire of Gingin is currently paying an annual rental for this area of land under the “holding over” provisions of the previous lease. The new lease will therefore have no material impact on Council’s budget.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.8 Services & Facilities - Provide cost effective services and facilities which meet the needs of the community

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

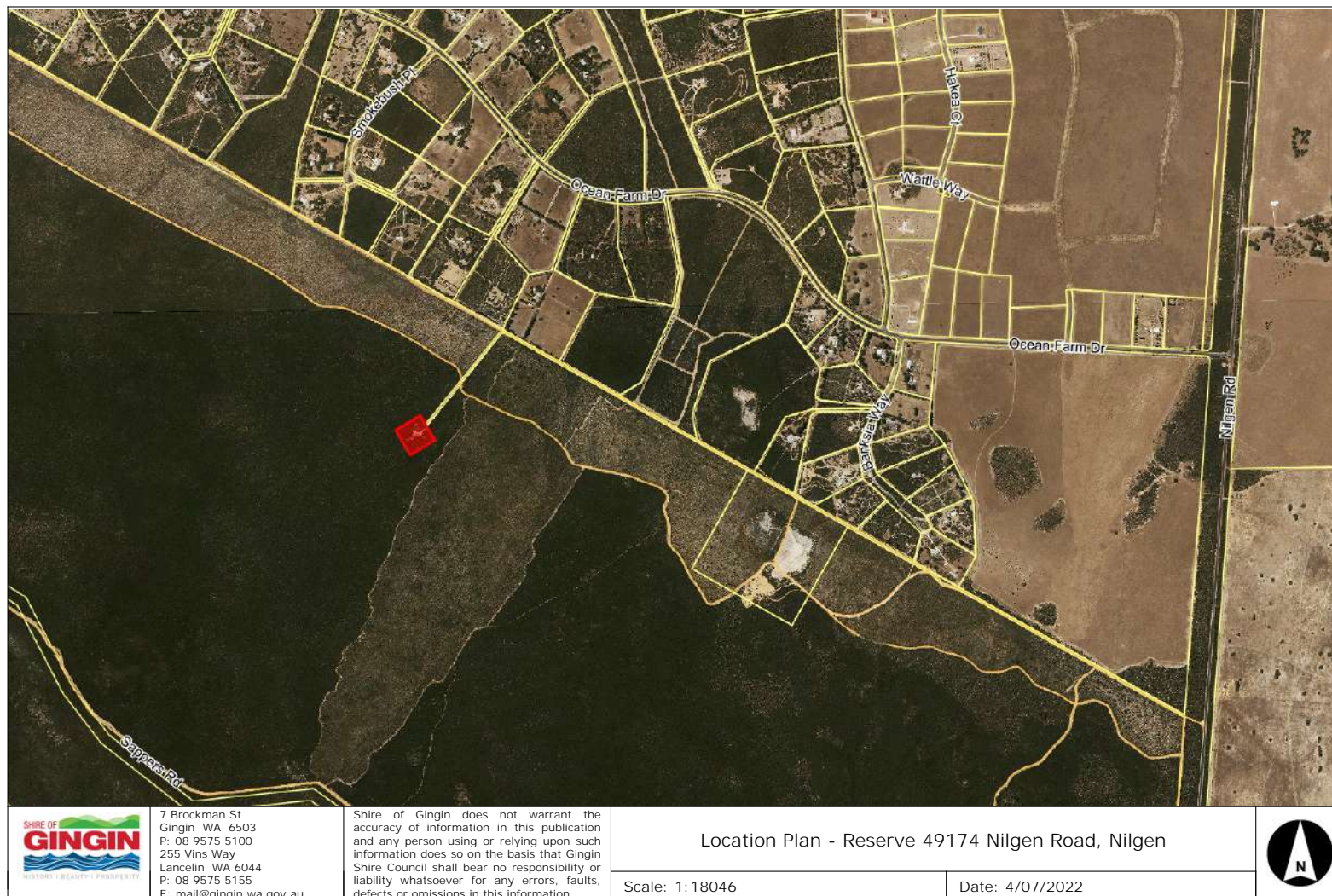
SECONDED: Councillor Peczka

That Council agree to lease Reserve 49174 Nilgen Road, Nilgen from the State Government for a term of 15 years, at a commencing rent of \$1,368.83 (ex GST) in accordance with the terms of the lease document shown at Appendix 11.3.2.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*



Conservation and Land Management Act 1984

RESERVE 49174

CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY

(LESSOR)

and

SHIRE OF GINGIN

(LESSEE)

LEASE NO. 1922/100

Table of Contents

SCHEDULE 1	1
1. Leased Area details	1
2. Term details	1
3. Rent details	1
4. Permitted Use of the Leased Area	2
5. Minimum Insurance Cover	2
6. Address for notices	2
THE PARTIES AGREE AS FOLLOWS	3
1. DEFINITIONS AND INTERPRETATION	3
1.1 Definitions	3
1.2 Interpretation	7
1.3 Inclusion of Implied Covenants	9
1.4 Contravention of Law – Severance	9
2. GRANT OF LEASE	9
3. QUIET ENJOYMENT	9
4. RENT	9
4.1 Amount of Rent	9
4.2 Manner of Payment	9
5. VARIATION OF RENT	9
5.1 Definitions	9
5.2 CPI Rent Review	10
5.3 Crown Land Rent Reviews	11
5.4 Omitted Rent Reviews	11
6. OUTGOINGS	11
6.1 Rates and Taxes	11
6.2 Service Charges	12
7. GOODS AND SERVICES TAX	12
7.1 Definitions	12
7.2 Amounts payable by Lessee exclusive of GST	12
7.3 Liability to pay any GST	12
7.4 Reimbursements	12
7.5 Tax invoice	12
8. USE OF LEASED AREA	12
8.1 Permitted Use	12
8.2 Adjoining Land	13
8.3 Access ways	13
8.4 Lessee's own enquiries and no representation	13
8.5 No warranty by Lessor	14
8.6 Contamination, Pollution or Environmental Harm at Lessee's risk	14
9. BUILDING WORK, MAINTENANCE AND REPAIR AND CLEANING	14
9.1 Ownership of Improvements	14
9.2 Construction and alteration of Lessee's Improvements	14
9.3 Maintenance and repair	15
9.4 Services	15
9.5 Fencing and signs	15
9.6 Cabling	16
9.7 Radio Frequency (RF) Electromagnetic Energy Levels (EME)	16
9.8 Conservation, cultural or heritage significance of Leased Area	16

9.9	Cleaning and waste management	17
9.10	Asbestos Management	17
9.11	Theft or Damage of Equipment.....	17
10.	LESSEE'S ENVIRONMENTAL OBLIGATIONS	17
10.1	Fire prevention and emergency response	17
10.2	Contamination, Pollution and Environmental Harm	18
10.3	Environmental Authorisations	19
10.4	Protection of vegetation and soil.....	19
10.5	Prevention of diseases and pests	19
10.6	Dangers or threats to the public.....	20
10.7	No degradation of the Environment	20
10.8	Interference.....	21
10.9	Tree safety	21
11.	LESSEE'S GENERAL OBLIGATIONS	21
11.1	Obligations	21
11.2	Negative obligations	22
11.3	No absolute caveat	23
11.4	Lessee's warranty	23
11.5	Cost of complying with obligations.....	23
12.	COMPLIANCE WITH LAWS AND REQUIREMENTS	23
13.	INSURANCE	23
13.1	Lessee's insurance	23
13.2	Variation of insurance amount	24
13.3	Insurance obligations	24
13.4	Voiding insurance policies	24
13.5	No limitation of other liabilities	25
14.	INDEMNITIES AND RELEASE	25
14.1	Indemnities by the Lessee	26
14.2	Release and no claim	26
14.3	Part 1F of the Civil Liability Act excluded.....	27
15.	LESSOR'S GENERAL RIGHTS AND OBLIGATIONS	27
15.1	Exercise of rights under the CALM Act.....	27
15.2	Right to enter	27
15.3	Lessor's power with respect to contractors.....	28
15.4	Lessor may rectify.....	28
16.	ASSIGNMENT, SUBLETTING AND COLOCATION	29
16.1	No interest to be created without consent	28
16.2	Assignment and Subletting to a Related Body Corporate	28
16.3	Colocation Event.....	29
16.4	Colocation to be granted in good faith	29
16.5	Requirements for Consent.....	30
16.6	Lessee Remains Liable	30
16.7	Change in Control.....	30
16.8	Exclusion of Statutory Provisions	31
16.9	Guarantee required.....	31
16.10	Fees	31
16.11	Dealing by Lessor with the Leased Area	31
16.12	No compensation or claim against the Lessor.....	31
17.	HOLDING OVER	32
18.	DEFAULT	34
18.1	Essential terms	32
18.2	Events of Default	32

18.3	Lessor's right to terminate.....	33
18.4	Lessee's right to terminate.....	33
18.5	Termination due to Government Agency	33
18.6	Effect of Termination on Sub-lease, Licence and Sub-licence Arrangements	33
18.7	Damages	33
18.8	Indemnities	34
18.9	Interest on overdue money	34
18.10	Acceptance of Rent or mitigation.....	34
19.	LESSEE'S OBLIGATIONS ON TERMINATION	36
19.1	Lessee to vacate.....	34
19.2	Removal of Lessee's Improvements.....	35
19.3	Risk.....	35
19.4	Survive Termination.....	35
19.5	Recovery of Damages	35
20.	FORCE MAJEURE	37
20.1	Force Majeure Event	36
20.2	Effect of Force majeure	36
20.3	No other liability	37
20.4	No obligation to reinstate	37
20.5	Non-payment of insurance money	37
21.	COSTS AND EXPENSES.....	38
21.1	Costs and expenses	38
21.2	Duties and Fees.....	39
22.	MISCELLANEOUS	38
22.1	Survival	38
22.2	Remedies Cumulative.....	39
22.3	Accrued Rights	39
22.4	Schedules etc	39
22.5	Payments	39
22.6	Transfer of Land Act 1983	39
22.7	Variation.....	39
22.8	Governing Law and jurisdiction.....	39
22.9	Lessor may act by agent.....	40
22.10	Further assurances.....	40
22.11	Approvals and consents	40
22.12	Waiver and estoppel	40
22.13	Entire Agreement.....	40
22.14	Counterparts	40
22.15	Relationship of the parties	41
22.16	Corporate power and authority	41
22.17	State's interest and statutory functions	41
22.18	Arbitration	41
23.	POWER OF ATTORNEY	42
24.	NOTICES	42
24.1	Form of notice	42
24.2	Receipt.....	42
25.	OPTION TO EXTEND THIS LEASE.....	43
25.1	Option	43
25.2	Loss of option	43
25.3	Terms of extension	43
25.4	Documentation.....	43
26.	ADDITIONAL TERMS	43

27.	TRUST PROVISIONS	43
28.	PPSA	44
28.1	Interpretation	44
28.2	Further assurance	44
28.3	No requirement for PPSA notices	44
28.4	Priority of the Lessor's interest	44
28.5	Enforcement	44
28.6	Negative undertakings	45
28.7	The Lessor's interest remains unaffected	45
28.8	Notices to the Lessor	45
	ANNEXURE A	46
	ADDITIONAL TERMS	46

Conservation and Land Management Act 1984 Lease

SCHEDULE 1

1. LEASED AREA DETAILS

1.1 Leased Area

SEE AREA SHOWN HATCHED ON THE ATTACHED LEASE PLAN

1.2 Land

Land means Reserve 49174

1.3 Lessor's Property

Nil

2. TERM DETAILS

2.1 Original Term

The period of fifteen years from the Commencement Date to the Expiry Date.

2.2 Commencement Date

Commencement date: 1 January 2022

2.3 Expiry Date

Expiry date 31 December 2037

2.4 Further Term

Nil

3. RENT DETAILS

3.1 Rent

(A) Rent for each year of the Lease on and from the Commencement Date is \$1368.83 (Exclusive of GST), as varied during the Term in accordance with clauses 5.2 and 5.3 and;

(B) 50% (Exclusive of GST) of any revenue derived from sub-leasing arrangements for each year of the Term in accordance with information supplied as specified in Clause 4.3.

3.2 Rent Payment Date

To be paid annually in advance, with the first Rent Payment Date on the Commencement Date, and all subsequent Rent Payment Dates on each anniversary of the Commencement Date within 30 days of the receipt of an invoice issued by the Lessor.

3.3 Address for Payment of Rent

Attention: Accounts Payable

accounts@gingin.wa.gov.au

3.4 CPI Rent Review Date

Each anniversary of the Commencement Date during the Term.

Conservation and Land Management Act 1984 Lease

4. PERMITTED USE OF THE LEASED AREA

4.1 Permitted Use

Constructing, maintaining and operating a Telecommunications Network and Telecommunications Service and uses incidental thereto (non-residential).

5. MINIMUM INSURANCE COVER

5.1 Minimum Public Liability Insurance

\$20,000,000

6. ADDRESS FOR NOTICES

6.1 Notices to be sent to Lessor

- (a) Address: Locked bag 104, Bentley Delivery Centre, WA 6983
- (b) Email: Leasing@DBCA.wa.gov.au
- (c) Attention: Leasing Officer

6.2 Notices to be sent to Lessee

- (a) Address: PO Box 510, GINGIN WA 6503
- (b) Email: mail@gingin.wa.gov.au
- (c) Attention: Chief Executive Officer

Conservation and Land Management Act 1984 Lease

DEED OF LEASE

is made on

between the following parties:

The CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY, a body corporate established under section 36 of the *Conservation and Land Management Act 1984* (WA), of Locked Bag 104, Bentley Delivery Centre, Bentley, Western Australia 6983 ("**Lessor**")

AND

SHIRE OF GINGIN of 7 Brockman Street, Gingin, Western Australia 6503 ("**Lessee**")

Each a "Party", and together, the "Parties".

RECITALS

- A. The Conservation and Parks Commission is established under section 18(1) of the CALM Act.
- B. Pursuant to section 7(1) of the CALM Act the land in Reserve 49174 (the "**Land**") is vested in the Conservation and Parks Commission.
- C. Pursuant to Section 100 of the CALM Act, the Chief Executive Officer of the Department (the "**CEO**") has the power to grant a lease in respect of the Land for a term not exceeding 99 years on such terms and conditions as the CEO thinks fit.
- D. Section 36 of the CALM Act allows for the Lessor to be established and to be governed by the CEO. Section 37 of the CALM Act allows for the Lessor, as a body corporate, to perform functions of the CEO, including to grant this Lease.
- E. The Lessee has applied to the Lessor for a lease of a portion of the Land together with the Lessor's Property in, or forming part of, the leased area (collectively the "**Leased Area**").
- F. Pursuant to section 100(3) of the CALM Act, this Lease shall be laid before each House of Parliament within 14 sitting days of its execution by all parties and will be incorporated into Hansard.
- G. The Lessee acknowledges that the Leased Area and surrounding Land is environmentally significant and sensitive and that it will seek to protect the environmental values throughout the Term of this Lease.

THE PARTIES AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, unless the context requires otherwise:

Adjoining Land means that portion of the Land which is within a 100 metre radius of the centre of the Leased Area.

Adjoining Land Purpose has the meaning given in clause 8.2(e).

Annexures means any and all of the Annexures at the end of this Lease, which Annexures are incorporated in and form part of this Lease.

Australian Communication and Media Authority means the Commonwealth agency, for the time being, responsible for the licensing of parties to operate communication facilities from a specified location on a specified transmission frequency, and includes its successor or any future statutory authority having the same authority.

Authority means any government or any governmental, semi governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of

Conservation and Land Management Act 1984 Lease

the Crown, statutory corporation or position, agency, entity or Parliament, whether State, Federal or otherwise.

Authorisation means any approval, agreement, certificate, authorisation, notification, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Authority required under any Law, and includes any renewal of, or variation to, any of them but does not include any act or omission by the Lessor under this Lease.

Business Day means any day except a Saturday, Sunday or a public holiday in Western Australia.

CALM Act means the *Conservation and Land Management Act 1984 (WA)* and any subsidiary legislation made under the CALM Act.

Claim means any claim, proceeding, action, cause of action, demand or suit of any nature (including by way of contribution or indemnity) made or asserted under or in connection with this Lease or under any Law.

Crown Land Rent Review Notice has the meaning give in clause 5.3(a)(i).

Code of Practice means any code of practice issued under the *Telecommunications Act*.

Colocation Event means any arrangement, understanding or agreement reached with or right conferred on a Colocator (including by giving physical access to the Leased Area) for the purpose of collocating the Colocator's Telecommunications Network or any part of it on the Leased Area.

Colocator means any person operating or reasonably intending to operate a Telecommunications Network in accordance with the *Telecommunications Act*.

Commencement Date means the date in item 2.2 of the Schedule.

Contamination is the state of being contaminated as that term is defined in the *Contaminated Sites Act 2003 (WA)*.

Corporations Act means the *Corporations Act 2001 (Cth)* and any subsidiary legislation made under the Corporations Act.

CPI Rent Review means a rent review undertaken in accordance with clause 5.2.

CPI Rent Review Date means each of the dates specified in item 3.4 of the Schedule on and from which the Lessor may vary the Rent under clause 5.2.

Crown Land Rent Review means a rent review undertaken in accordance with clause 5.3.

Degradation has the meaning given in clause 10.7.

Department means the department of the public service principally assisting in the administration of the CALM Act.

Environment has the same meaning as that term is defined in the *Environmental Protection Act 1986 (WA)*.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986 (WA)*.

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Authority, whether written or oral and in connection with any Environmental Law.

Event of Default means any of the events specified in clause 18.2.

Expiry Date means the date in item 2.3 of the Schedule.

Facility has the same meaning as in the *Telecommunications Act*.

Conservation and Land Management Act 1984 Lease

Forest Produce has the same meaning as in the CALM Act.

Government Agency means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means GST within the meaning of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means the happening of any of the following events in relation to the Lessee:

- (a) the Lessee is unable to pay all the Lessee's debts as and when they become due and payable or the Lessee has failed to comply with a statutory demand as provided in section 459F of the Corporations Act, or the Lessee is taken to be unable to pay the Lessee's debts under section 585 of the Corporations Act;
- (b) a liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of any of the assets of a corporation;
- (c) a corporation enters into voluntary liquidation;
- (d) an order is made for the administration, dissolution or winding up of a corporation;
- (e) an application is made for the administration, dissolution or winding up of a corporation which application is not stayed within 10 Business Days after being made;
- (f) a resolution is passed for the administration or winding up of a corporation other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the other Party;
- (g) the appointment of a controller (as defined in section 9 of the Corporations Act) of any of the Lessee's assets;
- (h) the Lessee proposes to enter into or enters into any form of arrangement (formal or informal) with the Lessee's creditors or any of them, including a deed of company arrangement;
- (i) the Lessee becomes an insolvent under administration, as defined in section 9 of the Corporations Act, or action is taken which could result in that event;
- (j) a person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; and
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Land means the area of land described in item 1.2 of the Schedule.

Law means all present and future laws including:

- (l) all statutes, regulations, proclamations, ordinances or by-laws, present or future, and whether State, Federal or otherwise, and includes Environmental Law;
- (m) Authorisations;
- (n) rules or principles of the common law or equity; and
- (o) standards, codes, policies and guidelines.

Conservation and Land Management Act 1984 Lease

Lease means this lease including the Schedule and Annexures, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned, as permitted by this lease, and includes any deed of variation of this lease.

Leased Area means the leased area the subject of this Lease as described in item 1.1 of the Schedule together with the Lessor's Property in, or forming part of, the leased area.

Lessee's Group means each of the Lessee's officers, employees, agents, contractors, service suppliers, sub-lessees, assignees (in respect of whose obligations the Lessee has not been released), licensees, sub-licensees, Colocators and any other person who at any time is on the Leased Area with or without the express or implied consent of the Lessee.

Lessee's Improvements mean any building or structure in, on or under the Leased Area and includes any Facility.

Lessor's Agents includes the Lessor and the officers, agents, servants, employees, advisors, consultants and contractors of the Lessor and the State.

Lessor's Property means those items (if any) listed in item 1.3 of the Schedule.

Loss means any loss, cost (including legal costs), expense, injury, debt, compensation, liability (whether arising in negligence or otherwise) or damage whether direct, indirect or consequential (including pure economic loss), present or future, ascertained or unascertained, actual, prospective or contingent, or any fine or penalty.

Parties means the Lessor, the Lessee and the guarantor (if any) and "party" is a reference to any of them.

Permitted Use means the use described in item 4.1 of the Schedule.

Pollution has the same meaning as that term is defined in the *Environmental Protection Act 1986* (WA).

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPS Law means the PPSA and any amendment made at any time to the Corporations Act or any other legislation as a consequence of the PPSA.

Rates and Taxes means any rate, tax, levy or any other charge imposed at any time during the Term of this Lease by any State, local or Federal governmental body, authority, department or instrumentality or any other authority of any kind, in relation to the supply or use of the Leased Area or anything under or in connection with this Lease.

Related Body Corporate has the meaning given in section 50 of the Corporations Act;

Relevant Land means the Leased Area, the Surrounding Area and the Adjoining Land.

Rent means the amount of rent specified in item 3.1 of the Schedule as varied from time to time under this Lease.

Rent Payment Date means the date on which Rent is due and payable under this Lease as specified in item 3.2 of the Schedule.

Schedule means the Schedule at the front of this Lease, which is incorporated in and forms part of this Lease.

Security Interest means any one or more of:

- (a) a mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or the compliance with any other obligation; and
- (b) a "security interest" within the meaning of the PPSA.

Services means all services running through or servicing all or part of the Leased Area, whether installed by the Lessor or Lessee, including air conditioning, electricity, gas, water, sewerage, drainage, telecommunications and fire sprinkler systems and all associated pipes, ducts, cables, wiring, connections, equipment and facilities, but does not include any part of the Lessee's Improvements.

Conservation and Land Management Act 1984 Lease

State means the State of Western Australia and includes any department, agency, emanation or instrumentality of the State of Western Australia, the Parliament and any Minister, whether body corporate or otherwise, and each of their respective employees, agents, contractors, servants, advisors and consultants.

Surrounding Area means the land or water adjacent to or in the vicinity of the Leased Area and the air generally above the Leased Area, and includes an affected site within the meaning of that term as defined in the *Contaminated Sites Act 2003 (WA)*.

Telecommunications Act means the *Telecommunications Act 1997 (Cth)*

Telecommunications Network has the same meaning as in the *Telecommunications Act*.

Telecommunications Service has the same meaning as in the *Telecommunications (Interception and Access) Act 1979 (Cth)*.

Term means the original term for which the Leased Area is let by the Lessor to the Lessee as referred to in item 2.1 of the Schedule and every period of holding over, every renewed or extended term of this Lease and any other period during which the Lessee occupies or uses the Leased Area with the Lessor's express or implied consent.

1.2 Interpretation

In this Lease, unless the context indicates otherwise:

- (a) a reference to the Lessee includes the Lessee's employees, agents, contractors, sublessees, licensees, customers, invitees and any other person who is in the Leased Area with the Lessee's permission (direct or implied);
- (b) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;
- (c) the singular includes the plural and vice versa;
- (d) references to a "person" includes an individual, a firm, a body corporate, an unincorporated association, an Authority, a joint venture (whether incorporated or unincorporated) or a partnership;
- (e) an obligation, representation or warranty on the part of or in favour of two (2) or more persons binds, or is for the benefit of, them jointly and severally;
- (f) each obligation of a Party to this Lease has effect as a covenant given in favour of the Party who may enforce the obligation;
- (g) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
- (h) a reference to a day is a reference to the 24-hour period commencing at midnight;
- (i) a reference to time is a reference to Western Australian Standard Time;
- (j) a reference to a month is to a calendar month and a reference to a year is a calendar year;
- (k) headings are for convenience only and do not affect the interpretation of this Lease;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

Conservation and Land Management Act 1984 Lease

- (m) no rule of construction applies to the disadvantage of a Party on the basis that the Party drafted this Lease or any part;
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, designs, specifications, models, plans, records and other documents in all forms including the electronic form in which it was generated;
- (o) if the word "including" or "includes" is used, the words: "without limitation" are deemed to immediately follow;
- (p) a reference to the termination of this Lease includes the expiry of the Term;
- (q) if a Party consists of a consortium of two or more persons whether by way of partnership or joint venture or otherwise, then:
 - (i) an obligation imposed on a Party under this Lease binds each person who comprises that Party jointly and severally;
 - (ii) each person who comprises a Party agrees to do all things necessary to enable the obligations imposed on that Party under this Lease to be undertaken; and
 - (iii) the act of one person who comprises a Party binds the other person or persons who comprise that Party;
- (r) a reference to any Party or person includes their and each of their legal representatives, executors, administrators, successors and permitted substitutes and assigns, including any person taking part by way of novation;
- (s) reference to any authorities, associations and bodies whether statutory or otherwise shall in the event of any such authority association or body ceasing to exist or being re-constituted or re-named or replaced or the powers or functions thereof being transferred to any other authority association or body be deemed to refer respectively to the authority association or body established or constituted in lieu thereof or as nearly as may be succeeding to the powers or functions thereof;
- (t) a reference to this Lease or to any other deed, agreement, document or instrument is deemed to include a reference to this Lease or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (u) a reference in this Lease to a clause or an item is a reference to a clause of this Lease or an item of the Schedule, respectively; and
- (v) a reference to a contractor includes a subcontractor at any tier.

1.3 Inclusion of Implied Covenants

Any covenants and powers implied in the Lease by any Law apply to the extent they are consistent with the terms of the Lease and not excluded by Law.

1.4 Contravention of Law – Severance

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any Law must in any such case and to such extent be severed from the Lease, and the Lease must be read as though such provision did not form part of the Lease at that time. This clause has no effect if severance alters the basic nature of this Lease or is contrary to public policy.

Conservation and Land Management Act 1984 Lease

2. GRANT OF LEASE

The Lessor leases the Leased Area to the Lessee pursuant to the *CALM Act* for the Term on the terms and conditions of this Lease and the Lessee accepts this Lease.

3. QUIET ENJOYMENT

For as long as the Lessee complies with this Lease, the Lessee may occupy and use the Leased Area during the Term without disturbance or interference by the Lessor except as permitted by this Lease or by Law.

4. RENT

4.1 Amount of Rent

The Lessee must pay to the Lessor the Rent on and from the Commencement Date for the Term.

4.2 Manner of Payment

The Lessee must pay to the Lessor the Rent:

- (a) by consecutive annual payments in advance on each Rent Payment Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in item 3.3 of the Schedule; and
- (c) in accordance with clause 22.5 of this Lease.

If this Lease is terminated other than by the expiry of the Term, the Rent payable by the Lessee to the Lessor in respect of that portion of the year prior to the termination of this Lease will be a proportionate part of the Rent for that year subject to the provisions of clause 18.

4.3 Rent Derived from Subleasing

On the 31 December of each year, the Lessee is required to submit a true and certified statement to the Lessor showing the rental to be charged and or received for the use of the Lessee's tower, less GST, for all sub-leases and or licences for the next calendar year. The statement is to be certified by the CEO of the Lessee and at least one member of the Lessee's Executive Committee.

5. VARIATION OF RENT

5.1 Definitions

In this clause5:

- (a) **CPI** means the Consumer Price Index (All Groups) for Perth, Western Australia, published by the Australian Bureau of Statistics. If that index ceases to exist, "CPI" will mean the index which replaces it or (if none does) the index which most closely measures changes in the cost of living in Perth, Western Australia, as nominated by a senior officer of the Australian Bureau of Statistics.
- (b) **CPI Method** means the amount determined by the following formula:

$$A = \frac{B}{C} \times D$$

Where:

Conservation and Land Management Act 1984 Lease

- A = the adjusted Rent payable from (and including) the relevant CPI Rent Review Date in accordance with clause 5.2;
- B = the September quarter CPI as last published by the Australian Statistician prior to the relevant CPI Rent Review Date;
- C = the September quarter CPI as last published before the latter of the Commencement Date or the immediately preceding CPI Rent Review Date; and
- D = the amount of the Rent applying immediately before the relevant CPI Rent Review Date.
- (c) **Crown Land Rent** means the annual rent that could reasonably be expected to be obtained for the Leased Area taking into account:
- (i) the approved use and utility conferred under this Lease;
 - (ii) the nature of the Lessee;
 - (iii) the provisions of this Lease;
 - (iv) the period between Crown Land Rent Reviews as set out in clause 5.3(a);
 - (v) the full length of the Term (including any option to extend); and
 - (vi) any improvement to the Leased Area,
- but disregarding:
- (vii) the consequences of any breach by the Lessee of this Lease which may have adversely affected the condition or rental value of the Leased Area;
 - (viii) any part of the Term that has expired; and
 - (ix) the value of the Lessee's Property and any goodwill created by the Lessee's business or activities to the Leased Area.
- (d) **Valuer** means a person who:
- (i) is a fellow or an associate, of not less than 5 years standing, of the Australian Property Institute and is practising and licensed under the *Land Valuers Licensing Act 1978 (WA)* at the time of appointment; and
 - (ii) has at least 5 years of experience in valuing areas of a similar nature to the Leased Area.

5.2 CPI Rent Review

With effect on and from each CPI Rent Review Date, the Lessor may vary the Rent payable by the Lessee under this Lease to an amount that is the higher of:

- (a) the Rent payable by the Lessee immediately before the relevant CPI Rent Review Date; and
- (b) the amount calculated by using the CPI Method.

5.3 Crown Land Rent Reviews

- (a) The Lessor may review the Rent payable by the Lessee under this Lease and vary the Rent to an amount that is the Crown Land Rent during the Term so long as:

Conservation and Land Management Act 1984 Lease

- (i) the Lessee is given at least 12 months' notice of the Lessor's intention to conduct a Crown Land Rent Review and vary the rent accordingly under this clause 5.3 (**Crown Land Rent Review Notice**); and
 - (ii) Crown Land Rent Reviews are carried out no more than once every 5 years during the Term.
- (b) The Lessor will give the Lessee notice of the varied Rent promptly after completing each Crown Land Rent Review. The Lessee, upon receipt of such notice, may within 30 days require the Lessor to have the amount of the varied Rent determined by a mutually acceptable Valuer either:
 - (i) agreed to by each of the Parties; or
 - (ii) failing such agreement, appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either Party.
- (c) The Valuer appointed under this clause will act as an expert and must determine the Crown Land Rent for the Leased Area within 40 Business Days of the Valuer's appointment. If the Crown Land Rent determined by the Valuer under this clause 5.3(c) differs to the Crown Land Rent determined by the Lessor under clause 5.3(a), the varied Rent will be the greater of:
 - (i) the Rent payable by the Lessee immediately before the Crown Land Rent Review; and
 - (ii) the Crown Land Rent determined by the Valuer under this clause 5.3(c).
- (d) The varied Rent determined in accordance with this clause 5.3 takes effect and is payable on and from the end of the notice period required by clause 5.3(a)(i).
- (e) The fees charged by the Valuer shall be borne equally by the parties to this Lease.

5.4 Omitted Rent Reviews

No delay by the Lessor in undertaking any CPI Rent Reviews or Crown Land Rent Reviews of the Rent prevents the Lessor from requiring at any time that the Rent must be reviewed with effect from the respective dates for review of the Rent specified in clauses 5.2 and 5.3 respectively.

6. OUTGOINGS

6.1 Rates and Taxes

- (a) The Lessee must pay the Rates and Taxes either to the relevant Authority before those Rates and Taxes become overdue or, in the case of any Rates and Taxes imposed on the Lessor, to the Lessor as required by the Lessor whenever the Rates and Taxes become payable.
- (b) If any of the Rates and Taxes are not assessed separately on the Leased Area but also on other property which includes the Leased Area, the amount which the Lessor can require the Lessee to pay is the same proportion of those Rates and Taxes as the area of the Leased Area bears to the area of the property the subject of the assessment.
- (c) The Lessee must at the request of the Lessor produce to the Lessor the receipts of payment of the Rate and Taxes where these are paid to the relevant Authority.

Conservation and Land Management Act 1984 Lease

6.2 Service Charges

- (a) The Lessee must pay all charges for Services which are imposed in respect of the Leased Area either to the supplier of the Services before those charges become overdue or, in the case of any such charges imposed on the Lessor, to the Lessor within 30 Business Days after the Lessor requests payment.
- (b) If any Services are assessed or imposed in respect of other property as well and not only in respect of the Leased Area, the Lessee must pay a proportion of those Services to the Lessor within 30 Business Days after the Lessor requests payment. The proportion is the proportion that the Leased Area bears to the area of the property the subject of the assessment or imposition.

7. GOODS AND SERVICES TAX

7.1 Definitions

Expressions set out in italics in this clause have the same meaning as those expressions in the GST Act.

7.2 Amounts payable by Lessee exclusive of GST

Except where express provision is made to the contrary, all amounts payable by the Lessee specified in this Lease are stated exclusive of GST.

7.3 Liability to pay any GST

If the Lessor makes a *taxable supply* in connection with this Lease for a *consideration* which represents an amount which is exclusive of GST, then the Lessee must pay to the Lessor, at the same time and in the same manner as such *consideration* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

7.4 Reimbursements

If this Lease requires the Lessee to pay, reimburse or contribute an amount paid or payable by the Lessor in respect of an *acquisition* from a third party for which the Lessor is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Lessee will be the *value* of the *acquisition* by the Lessor plus, if the Lessor's recovery from the Lessee is a *taxable supply*, any GST payable under clause 7.3.

7.5 Tax invoice

The Lessor shall provide to the Lessee a valid *tax invoice* in respect of any GST paid pursuant to clause 7.3 within 28 days of the Lessee's request to do so.

8. USE OF LEASED AREA

8.1 Permitted Use

- (a) The Lessee may only use the Leased Area for the Permitted Use and must not use the Leased Area for any other purpose unless the Lessor consents in writing.
- (b) In using the Leased Area for the Permitted Use, the Lessee will satisfy all technical requirements of the Lessor having regard to the Lessee's use of the Leased Area (28 days' notice of which must be given to the Lessee from time to time) and hold a current certificate or licence issued by the Australian Communication and Media Authority to operate at the Leased Area. In the event of any inconsistency between the Lessor's technical requirements and any licensing requirements the latter shall prevail to the extent of such inconsistency.

Conservation and Land Management Act 1984 Lease

8.2 Adjoining Land

- (a) From time to time, the Lessee may by notice in writing to the Lessor request the use of the Adjoining Land for an Adjoining Land Purpose during the Term. The Lessee's notice must specify the requested Adjoining Land Purpose, the period of use and any other information reasonably requested by the Lessor.
- (b) To the extent that the Adjoining Land is land vested in the Lessor and there are no legal restrictions in doing so, the Lessor may grant to the Lessee the right to use the Adjoining Land for the requested Adjoining Land Purpose, in accordance with any reasonable stipulations by the Lessor. After using the Adjoining Land on each specific occasion requested by the Lessee, the Lessee will restore the surface of the Adjoining Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of clause 14 will apply to the exercise by the Lessee of its rights pursuant to this paragraph (b).
- (c) In this clause 8.2, the **Adjoining Land Purpose** means:
 - (i) to facilitate the installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the Lessee's Facilities on the Leased Area; or
 - (ii) the placement and maintenance of guy anchors in such positions on the Adjoining Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antennae support structure erected on the Leased Area and to run guy wires from those guy anchors to its antenna support structure.

8.3 Access ways

The Lessor consents to the Lessee and persons authorised by the Lessee, with or without materials, plant and other apparatus and vehicles, entering the Land via access ways nominated from time to time by the Lessor for the purpose of using the Leased Area and exercising its rights under the Lease at all times of the day and night during the Term.

8.4 Lessee's own enquiries and no representation

- (a) The Lessee has relied on its own enquiries about:
 - (i) the suitability of the Leased Area for any purpose to which it is to be put and not on any representation from the Lessor;
 - (ii) all planning and any other requirements, prohibitions or restrictions applying to the Leased Area under any Law or as a result of the requirements or orders of any Authority; and
 - (iii) the suitability of the Services (if any) that supply the Leased Area and their state of repair.
- (b) The Lessee acknowledges that no representation was given by the Lessor that the Leased Area or any part of the Lease Area is suitable for the carrying out of the Permitted Use, including any development of the Leased Area or the carrying out of the Lessee's business or other activities.
- (c) Any defect, problem or other issue which is found to exist on, around or in respect to the Leased Area in no way relieves the Lessee of its obligations under this Lease and the Lessee will be responsible and bears the costs for all works and other activities required to resolve the defect, problem or other issue.

Conservation and Land Management Act 1984 Lease

8.5 No warranty by Lessor

The Lessor does not make or give any warranty or representation of any kind, either expressly or impliedly, that the Leased Area is or will remain suitable for all or any of the purposes of the Lessee. Any warranty in relation to the Leased Area which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.

8.6 Contamination, Pollution or Environmental Harm at Lessee's risk

- (a) The Lessee relies on its own investigations concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Relevant Land.
- (b) The Lessor does not make any representation or warranty concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Relevant Land.
- (c) If the Lessee becomes aware of any Pollution, Contamination or Environmental Harm affecting the Leased Area, the Lessee may elect to either:
 - (i) remediate the Leased Area at the Lessee's cost, to a state that, in the opinion of the Lessee, is suitable for the Permitted Use; or
 - (ii) continue in possession of the Leased Area in accordance with the terms of this Lease at its own risk.

9. BUILDING WORK, MAINTENANCE AND REPAIR AND CLEANING

9.1 Ownership of Improvements

Subject to clause 19.2, ownership of the Lessee's Improvements vests in the Lessee.

9.2 Construction and alteration of Lessee's Improvements

- (a) The Lessee must not construct, erect, install, dismantle, repair, replace, renew or maintain any Lessee's Improvements on the Leased Area (which includes completing a major upgrade to a Facility) unless the Lessee has obtained:
 - (i) any Authorisations required for the work; and
 - (ii) the prior approval in writing of the Lessor which will not be unreasonably withheld (which approval may be subject to conditions),
- (b) The approval in writing of the Lessor referred to in clause 9.2(a)(ii) is only given in response to the Lessee submitting sufficiently detailed plans and specifications for the proposed work to the Lessor, unless the Lessor dispenses with this requirement to submit detailed plans and specifications.
- (c) Where the Lessee is permitted to undertake the work in this clause 9.2, or is required under this Lease or by Law or an Authority to carry out work (including the making of repairs), the Lessee must at its cost in respect of such work:
 - (i) comply with any Authorisations required for the work and any requirements of any Law or Authority having authority or jurisdiction in respect of the use of the Leased Area which apply to the work;
 - (ii) carry out the work in a safe and proper manner and, if applicable, strictly in accordance with the plans and specifications for the work approved by the Lessor, including any conditions of approval;

Conservation and Land Management Act 1984 Lease

- (iii) use only good quality materials and employ only qualified, skilled and competent persons; and
- (iv) pay any costs incurred by the Lessor to:
 - (A) provide its approval; and
 - (B) supervise the work if the Lessor requires,including fees paid to architects, engineers, contractors or other advisors.
- (d) Subject to compliance with this clause 9.2, for the avoidance of doubt, the Lessee is authorised to install Facilities on the Leased Area without relying on the provisions of Division 3 of Schedule 3 of the *Telecommunications Act*.

9.3 Maintenance and repair

Subject to compliance with clause 9.2, the Lessee must at its cost maintain the Leased Area and the Lessee's Improvements in safe repair, order and condition during the Term fair wear and tear excepted.

9.4 Services

- (a) The Lessee acknowledges that the Lessor has no obligation to and is not responsible for providing any Services to the Leased Area or maintaining, repairing or replacing any Services within the Leased Area or outside of the Leased Area where those Services exist for the purposes of providing Services to the Leased Area.
- (b) If the Lessee requires any additional Services during the Term that are not already present on, in or under the Leased Area as at the Commencement Date, then the Lessee must obtain the Lessor's approval in writing and, if such approval is given, the Lessee must construct, install and connect the additional approved Services at the Lessee's cost.
- (c) The Lessee acknowledges its obligations to maintain and repair the Leased Area under clause 9.3 of this Lease apply to the Services. The Lessee must also maintain and repair all damage to Services outside of the Leased Area where those Services exist for the purposes of providing Services to the Leased Area.
- (d) The Lessee is responsible for obtaining permission to access land and all Authorisations to construct, install and connect any Services outside of the Leased Area required for the purposes of the Leased Area.
- (e) The supply of electricity to the Leased Area for the purpose of the Permitted Use must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Leased Area. If an electricity supply is available to the Land and the installation of cabling associated with the electricity connection has received prior approval of the Lessor the Lessor will not unreasonably restrict the Lessee's ability to connect to that electricity supply on the same terms as are contained in this Lease.

9.5 Fencing and signs

- (a) In the event that the Leased Area is not currently fenced or secured, the Lessee must as soon as reasonably practicable after the Commencement Date, but having regard to its reasonable requirements during the construction of any Lessee's Improvements in accordance with clause 9.2, fence off the Leased Area with good quality materials, to the Lessor's reasonable satisfaction, and in any case in accordance with any statutory requirement applicable to the fencing of a Facility.

Conservation and Land Management Act 1984 Lease

- (b) During the Term the Lessee must:
 - (i) maintain the fences referred to in subclause (a) in good and safe repair and condition; and
 - (ii) erect such warning signs, barricades and other devices necessary to render and keep the Leased Area safe and free from hazard or danger to any person using or occupying any land in the Surrounding Area.

9.6 Cabling

For the purpose of operating the Lessee's Telecommunications Network and Telecommunications Service the Lessee may, subject to obtaining the prior written approval of the Lessor (which approval may be subject to conditions) and any other required Authorisations, install, maintain and use above or below ground cabling to and from the Leased Area and where necessary to construct support for that cabling. In exercising its rights under this clause 9.6, the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) within a reasonable time period after the works are completed restore the surface of the Land as so used as nearly as practically possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

9.7 Radio Frequency (RF) Electromagnetic Energy Levels (EME)

The Lessee covenants and agrees with the Lessor that it will take all necessary steps to ensure that the operation of its equipment on the Leased Area is within all safety limits as set by the Australian Communications and Media Authority and other relevant Authorities. It will at all times ensure that any and all emissions from all equipment on the Leased Area will not pose a health risk to the users of the Surrounding Area.

9.8 Conservation, cultural or heritage significance of Leased Area

- (a) The Lessee acknowledges that:
 - (i) the whole or part of the Leased Area may be of conservation, cultural or heritage significance; and
 - (ii) special circumstances and obligations may apply upon the Lessee seeking to make any alterations or undertaking any works to the Leased Area.
- (b) Despite any other provision of this Lease, the Lessee must not at any time during the Term dig or otherwise disturb the ground surface of the Leased Area:
 - (i) without the Lessor's prior written consent; and
 - (ii) without first obtaining all necessary Authorisations from all relevant Authorities, including obtaining all necessary archaeological, heritage or native title clearances, required for that ground-breaking activity.
- (c) The Lessee must notify the Lessor, and report to the relevant Authority as required by Law, if it finds or locates any items or places of conservation, cultural or heritage significance and must comply with reasonable directions provided in response to the notice or report.

9.9 Cleaning and waste management

- (a) The Lessee must, at its own cost:

Conservation and Land Management Act 1984 Lease

- (i) keep the Leased Area and, where the Lessee is able to lawfully do so, the Surrounding Area for a distance of 10 metres from the Leased Area boundary, clean and tidy and free from rubbish, vermin and pests.
 - (ii) ensure the Lessee's Group do not do anything to cause rubbish, vermin or pests in the Leased Area and the Surrounding Area;
 - (iii) remove any graffiti from the Leased Area as soon as reasonably practicable after becoming aware of that graffiti appearing on the Leased Area; and
 - (iv) comply with the Lessor's directions for the disposal and recycling of rubbish and, if no directions are given, the Lessee must store all rubbish in a proper and hygienic manner within the Leased Area and attend to its prompt disposal in an appropriate recycling or rubbish disposal site outside the Leased Area.
- (b) The Lessee must not dispose of rubbish in any bins provided for public use.

9.10 Asbestos Management

The Lessee shall at all times throughout the Term, ensure that it complies with all relevant Australian standards and legal requirements which apply in relation to the management and removal of asbestos (if any) at or from the Leased Area.

9.11 Theft or Damage of Equipment

The Lessee will take adequate precaution to ensure that the Lessee's Improvements and equipment are protected against theft or damage.

10. LESSEE'S ENVIRONMENTAL OBLIGATIONS

10.1 Fire prevention and emergency response

- (a) The Lessee will observe perform and comply with the provisions of the *Bush Fires Act 1954* (WA) to the extent that Act applies to the Leased Area. Any breach of that Act shall be regarded as a breach of the conditions of this Lease.
- (b) The Lessee will not light or cause to be lit or permit any person to light any fire on the Leased Area except to the extent necessary for the purpose referred to in clause 10.1(a) and then only with the written approval of the Lessor or any other person duly authorised by the Lessor to give such approval.
- (c) If the Lessee or any of the Lessee's Group causes a fire to be lit on or at the Leased Area other than with permission granted in accordance with the provisions of this Lease, the Lessee shall, immediately upon becoming aware of the fire, take all reasonable measures at the Lessee's own expense to extinguish such fire and repair any damage caused by such fire and the Lessee shall be liable to reimburse the Lessor any expenses incurred by the Lessor in taking measures to extinguish the fire in the event of the Lessee failing to do so.
- (d) The Lessee will clear firebreaks around the Leased Area as reasonably directed by the Lessor and to the reasonable satisfaction of the Lessor.
- (e) If a fire is detected in or around the Leased Area, the Lessee must immediately:
 - (i) call the 000 emergency number and report the fire and comply with any directions given;
 - (ii) notify the Lessor and comply with any directions given; and

Conservation and Land Management Act 1984 Lease

- (iii) take all reasonable and safe action which the Lessee is able to take to try to extinguish or contain the fire.

10.2 Contamination, Pollution and Environmental Harm

- (a) The Lessee must not cause or permit any Contamination, Pollution or Environmental Harm of the Relevant Land and must take all measures necessary to prevent Contamination, Pollution or Environmental Harm of the Relevant Land, including the use or storage of any chemicals and other potential pollutants in a way that prevents their access or spread to the Environment.
- (b) The Lessee must notify the Lessor immediately on becoming aware of:
 - (i) the existence of any Contamination;
 - (ii) any Pollution affecting, or the potential for Pollution to affect, the Relevant Land;
 - (iii) an Environmental Notice being served on the Lessee or any other person which relates to or arises from the Lessee's use or occupation of the Leased Area; or
 - (iv) the making of a complaint to any person, including to the Lessee or the commencement of proceedings against the Lessee relating to an alleged failure by the Lessee to observe or perform an obligation under an Environmental Law or Authorisation.
- (c) The Lessee must, at its cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Lessee's use or occupation of the Leased Area, whether the notice is served on Lessor or the Lessee.
- (d) Without affecting:
 - (i) the obligations of the Lessee at Law or in this clause 10; or
 - (ii) limiting any right of, or indemnity in favour of, the Lessor,if any Contamination, Pollution or Environmental Harm occurs, the Lessee must do everything necessary to minimise the effect of the Contamination, Pollution or Environmental Harm as soon as reasonably practicable and must remediate any resultant damage and harm, to the absolute satisfaction of the Lessor and in compliance with any Environmental Notice or Environmental Law.
- (e) The obligations of the Lessee under this clause 10.2 continue after the expiration or earlier determination of this Lease.

10.3 Environmental Authorisations

- (a) The Lessee must:
 - (i) obtain any Authorisation required under Environmental Law for any conduct, activity or use undertaken by the Lessee on the Leased Area, including the Permitted Use, before that conduct, activity or use is undertaken and keep all such Authorisations in full force and effect throughout the Term;
 - (ii) use the Leased Area in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with sub-clause 10.3(a)(i); and

Conservation and Land Management Act 1984 Lease

- (iii) not do or omit to do any act which may directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Leased Area or any conduct or activity relating to the use or occupation of the Leased Area.
- (b) Nothing in this Lease is to be taken as exempting the Lessee from or limiting the obligation of the Lessee to comply with all Environmental Law.

10.4 Protection of vegetation and soil

- (a) The Lessee must take all reasonable actions necessary to:
 - (i) protect the trees and other vegetation growing on the Leased Area; and
 - (ii) prevent, rectify or ameliorate any erosion, drift or movement of sand or soil from the Leased Area.
- (b) The Lessee may only use timber on the Leased Area for fencing or other authorised improvements and only after obtaining the Lessor's written consent.
- (c) This Lease does not grant to the Lessee any rights to Forest Produce on the Leased Area.

10.5 Prevention of diseases and pests

- (a) The Lessee must:
 - (i) comply with all of the Lessor's directions relating to the prevention of, or minimising the impact or spread of, any diseases or pests in connection with the Leased Area;
 - (ii) arrange for other measures as may be necessary (including as directed by the Lessor) to prevent the spread of *Phytophthora cinnamomi* (dieback); and
 - (iii) arrange for other measures as may be necessary (including as directed by the Lessor) to ensure that no animals (as defined in the *Biodiversity Conservation Act 2016* (WA)) are introduced to the land. This includes the reporting requirements under the *Agriculture and Related Resources Protection Act 1976* (WA).
- (b) The Lessee must control declared plants and declared animals as defined in the *Agriculture and Related Resources Protection Act 1976* (WA) in relation to the Leased Area, as required by that Act.

10.6 Dangers or threats to the public

- (a) The Lessee must take all measures necessary to prevent accidents and to protect the safety of the Lessee's Group and the public generally on the Leased Area, including warning the public of any actual or potential dangers or threats.
- (b) If the Lessee believes it needs to prune or remove any vegetation which it considers is in a dangerous condition or which may threaten the safety of any person, it may only do so after consultation with the Lessor, unless the taking of such action is immediately required to protect people or property.

10.7 No degradation of the Environment

- (a) In this clause 10.7, **Degradation** includes:

Conservation and Land Management Act 1984 Lease

- (i) destroying, spoiling, excavating, polluting, contaminating or changing (including adding to) the land, air or water on or comprising the Relevant Land or its natural features or characteristics (including topography);
 - (ii) bulldoze, clear or remove any trees, shrubs or other vegetation growing on the Leased Area;
 - (iii) destroying, cutting, injuring, threatening or jeopardising any flora or fauna on, in or inhabiting the land, air or water comprising the Relevant Land;
 - (iv) depositing any earth, fill or material on the Leased Area or removing stones, rocks, earth, sand, soil or other material from the Leased Area;
 - (v) introducing or bringing onto the Leased Area any flora or fauna or disease, or harming or endangering any flora or fauna on the Leased Area;
 - (vi) lighting fires or causing explosions on or near the land, air or water comprising the Relevant Land;
 - (vii) altering the natural drainage on the Leased Area or taking water from the local environment;
 - (viii) constructing outlets for surface drainage on the Leased Area;
 - (ix) erect or install any improvements on the Leased Area other than the Lessee's Improvements specified in clause 9.2(a);
 - (x) the causing or leaving of rubbish, useless material, pollutants or contaminants on or in the land, air or water comprising the Relevant Land;
 - (xi) the application of fertilisers; and
 - (xii) anything else which in connection with the Leased Area may be harmful to the Environment.
- (b) The Lessee acknowledges that the Leased Area may be environmentally sensitive and that the Lessor has a general duty to protect the Environment.
- (c) Without limiting the Lessee's obligations in this clause 10, unless expressly authorised under this Lease the Lessee agrees to do all things necessary to prevent, and must not effect, cause or suffer any Degradation without first obtaining the consent of the Lessor.
- (d) If Degradation has occurred, the Lessee must promptly notify the Lessor in writing and, at its own cost, restore the Environment to the condition it was in immediately before the Degradation occurred to the Lessor's satisfaction.
- (e) The Lessee must, at its cost, promptly comply with any directions of the Lessor in respect of the Degradation the restoration of the Environment or the prevention of any future Degradation.
- (f) Without limiting the generality of the Lessee's obligations under this clause 10, the Lessee must, at its cost, regularly collect and dispose of all garbage, refuse, waste (solid and liquid), oil and other pollutants from the Leased Area at a place and in a manner required or approved by the Lessor or by an Authority having control over the disposal of waste matter and the protection of the Environment from time to time, and to remove all garbage, refuse and waste from the Leased Area at regular intervals by means of the service provided by the relevant Government Agency or a contractor engaged and paid for by the Lessee.

Conservation and Land Management Act 1984 Lease

10.8 Interference

- (a) The Lessee covenants and agrees with the Lessor that it will take all necessary steps to ensure that the operation of its equipment on the Leased Area does not result in radio communications interference to any installation or use of radio or telecommunications equipment by the Lessor or other users of the Adjoining Land in existence at the date of the Lease and that it will indemnify the Lessor against any loss or liability suffered or incurred by it as a result of the Lessee's equipment causing any such interference.
- (b) The Lessor covenants and agrees with the Lessee that it will take all necessary action to ensure that any structure or installation which the Lessor erects or installs (or gives approval to another person to erect or install) within or upon the Adjoining Land after the date of this Lease does not result in radio communications interference to the Lessee's Facility on the Leased Area.
- (c) The Lessor covenants and agrees with the Lessee that after receiving due and proper notification it will take all reasonable measures to ensure that all radio and telecommunications equipment on the Adjoining Land ('other equipment') will be turned off during servicing of the Lessee's equipment if the radio frequency level of the other equipment exceeds recommended occupational health and safety standards as published from time to time, except in the event of an emergency which requires the other equipment to remain operational.

10.9 Tree safety

- (a) The Lessee agrees to take reasonable precautions to manage the risks associated with falling trees and branches in the Leased Area.

The Lessee accepts full responsibility for any loss, damage or injury caused to any person by falling trees or branches in the Leased Area, and shall indemnify the Lessor against any claim, loss or injury resulting from falling trees and branches in the Leased Area.

11. LESSEE'S GENERAL OBLIGATIONS

11.1 Obligations

Without limiting any other obligations of the Lessee under this Lease, the Lessee must:

- (a) conduct the Lessee's business or activities in the Leased Area in a safe and proper manner;
- (b) ensure the health and safety of Lessee's Group (including the Lessor and Lessor's Agents who enter the Leased Area);
- (c) ensure that the Lessee's officers, employees, contractors, agents, service suppliers, sublessees, licensees and sub-licensees maintain a high standard of professional and courteous conduct towards the Lessor, the Lessor's Agents and the general public;
- (d) use its best endeavours to ensure that the Lessee's Group comply with all Laws applicable to the Land and any rules that the Lessor may make from time to time;
- (e) use its best endeavours to protect and keep safe any property on the Leased Area from theft or robbery and securely lock all exterior doors and windows of any property when not occupied;

Conservation and Land Management Act 1984 Lease

- (f) allow persons having an interest in the Leased Area superior to, or concurrent with, the Lessor's interest to exercise the Lessor's or that other person's rights and perform their obligations in connection with the Leased Area;
- (g) withdraw any 'subject to claim' caveat lodged to protect the Lessee's interest under this Lease at the termination, or on an assignment, of this Lease;
- (h) promptly give the Lessor a copy of every notice from any Authority received by the Lessee relating to the Leased Area;
- (i) immediately notify the Lessor if the Lessee becomes aware of any threat to the Leased Area and comply with the Lessor's directions for the purpose of protecting property or persons in the Leased Area;
- (j) promptly inform the Lessor after becoming aware of any damage to the Leased Area or of the faulty operation of any Services; and
- (k) abide by and comply with any rules that the Lessor may make from time to time.

11.2 Negative obligations

In connection with the Leased Area, the Lessee must not (and must not permit anyone else to):

- (a) give any person a Security Interest in the Leased Area;
- (b) modify, interfere with or obstruct the operation of or access to the Services;
- (c) do anything which is offensive, illegal or a nuisance and must promptly abate any nuisance which does occur;
- (d) do, cause or omit to do any act or thing that may detract from the reputation of the Lessor, the Land or the Leased Area;
- (e) store or use inflammable or explosive substances, including fuels, paint, solvents and pesticides in the Leased Area except those normally used for any activity included in the Permitted Use but then only if they are stored in proper containers and used only in accordance with all relevant Laws and the requirements of any Authority; or
- (f) use any public facilities in or near the Leased Area, including the toilets and drains;
- (g) place on, or on any window or exterior surface of any building or other structure forming part of, the Leased Area, any signs, advertisements, televisions, antennae, amplifiers, loudspeakers, radio, mast or other apparatus (either temporarily or permanently), except as authorised by this Lease or in writing by the Lessor;
- (h) permit any other person to carry on business on or from the Leased Area, except as authorised by this Lease or in writing by the Lessor;
- (i) permit a Colocation Event to occur in respect of the Leased Area, except as authorised by this Lease or in writing by the Lessor;
- (j) use the Leased Area as a residence, other than for an approved caretaker's residence for security purposes;
- (k) bring on the Leased Area any heavy machinery or other plant and equipment which is not reasonably necessary or proper for the Permitted Use, and in no circumstances is any such machinery, plant or equipment to be of such nature or size as may cause any damage to or degradation of the Leased Area; or

Conservation and Land Management Act 1984 Lease

- (l) vacate the Leased Area, except as required by this Lease, or abandon the Leased Area.

11.3 No absolute caveat

The Lessee must not lodge an absolute caveat affecting the Leased Area to protect the Lessee's interest under this Lease.

11.4 Lessee's warranty

The Lessee warrants that it has the power to enter into this Lease and to perform and observe the Lessee's covenants contained in this Lease.

11.5 Cost of complying with obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

12. COMPLIANCE WITH LAWS AND REQUIREMENTS

- (a) At all times during the Term, the Lessee must at its expense:
- (i) comply with all applicable requirements of any Authority and all Laws relevant or applicable to, or in connection with, this Lease, the Leased Area, the Lessee's Improvements and the Lessee's activities in relation to the Leased Area;
 - (ii) obtain, maintain and comply with all Authorisations required to use the Leased Area for the Permitted Use; and
 - (iii) pay when due to the relevant Authority all application and other fees of and incidental to the obtaining and maintaining of the Authorisation of any relevant Authority.
- (b) Unless and only to the extent expressly provided otherwise elsewhere in this Lease, nothing in this Lease relieves the Lessee from its obligations under, and the Lessee shall comply with, the *Telecommunications Act* and the Code of Practice, and any determination or other instrument made under or pursuant to any of them.

13. INSURANCE

13.1 Lessee's insurance

Throughout the Term, the Lessee must effect and maintain with a reputable insurer at the Lessee's expense the following insurance policies in the name of the Lessee for its respective rights and interests:

- (i) public liability and products liability insurance of at least the amount specified in item 5.1 of the Schedule for each occurrence in the Leased Area and unlimited as to the number of occurrences;
- (ii) a property insurance policy to cover the Leased Area (including the Lessor's Property) and the Lessee's Property (including vehicle insurance) to their full insurable replacement value against all usual risks against which a prudent tenant should ordinarily insure, including but not limited to loss or damage occasioned by fire, fire-fighting activities, fusion, explosion, lightning, civil commotion, storm, tempest, flood, earthquake, burglary and malicious damage;

Conservation and Land Management Act 1984 Lease

- (iii) workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for at least the amount specified in item **Error! Reference source not found.** of the Schedule for any one occurrence and unlimited as to the number of occurrences; and
- (iv) any other insurance required by law as a result of the Lessee's use of the Leased Area or which the Lessor acting reasonably may from time to time require the Lessee to effect and maintain.

13.2 Variation of insurance amount

The Lessor may by notice to the Lessee at any time require the Lessee to increase the minimum cover for any of the Lessee's insurance policies required under clause 13.1 if in the circumstances it is reasonable for the cover to be increased. The Lessee must promptly increase the amount or extent of cover at its cost as and when notified by the Lessor.

13.3 Insurance obligations

The Lessee must:

- (a) pay all insurance premiums on all policies referred to in clause 13.1 before the due date for payment and, when reasonably requested by the Lessor, provide evidence of payment;
- (b) produce to the Lessor evidence of currency certified by the insurer for each of the insurance policies upon effecting, the renewal of or a change of each insurance policy and when reasonably requested by the Lessor;
- (c) not surrender, let lapse or cancel any of the insurance policies referred to in clause 13.1;
- (d) immediately notify the Lessor if an event occurs which may give rise to a claim under any insurance policy referred to in clause 13.1 or which could adversely affect either or both parties or if an insurance policy is cancelled and must not settle, compromise or waive any claims in respect of any such insurances except on terms first approved by the Lessor in writing;
- (e) immediately expend and apply all money recovered in respect of any claim against an insurance policy referred to in clause 13.1 in and towards the satisfaction of the liability or the payment of damages or the reinstatement or replacement of the property for which that money is received; and
- (f) on demand make up from the Lessee's own money any deficiency, shortfall or insufficiency of money recovered from insurance for that purpose.

13.4 Voiding insurance policies

- (a) Unless the Lessor consents, the Lessee must not:
 - (i) do or allow anything to be done which could adversely affect any insurance taken out by the Lessor in connection with the Leased Area or which could increase the cost of obtaining that insurance; or
 - (ii) settle, compromise or waive any claim under any policy of insurance held by the Lessor relating to the Leased Area.
- (b) If the Lessee or Lessee's Group does or causes or omits to do anything which has the effect of invalidating or avoiding any policy of insurance taken out by either the Lessor or the Lessee, or by virtue of which the insurer may lawfully refuse a claim

Conservation and Land Management Act 1984 Lease

in whole or in part, then the Lessee must pay on demand any resulting cost, expense, injury, damage, liability or loss which the Lessor suffers, sustains or incurs and (without limiting any other rights or remedies of the Lessor) must pay to the Lessor on demand any increased amount of premium which may be charged on any such insurance.

- (c) If the Lessee or Lessee's Group does or causes or omits to do anything which causes the Lessor to claim on any policy of insurance taken out by the Lessor, the Lessee must pay any excess payable on that policy in respect of or in consequence of that claim to the Lessor on demand.

13.5 No limitation of other liabilities

Nothing in this clause 13 limits the Lessee's other liabilities or obligations under this Lease or restricts the Lessee from insuring for sums or risks greater than those required under this Lease.

14. INDEMNITIES AND RELEASE

14.1 Indemnities by the Lessee

- (a) The Lessee indemnifies and must keep indemnified the Lessor and the State from and against any and all Claims and Loss incurred or suffered (by either or both of the Lessor and the State) that is caused by, contributed to or arises out of or in connection with (whether directly or indirectly):
- (i) any breach of this Lease by or on behalf of the Lessee;
 - (ii) the use or occupation of the Leased Area by the Lessee or the Lessee's Group;
 - (iii) any work carried out by, for or on behalf of the Lessee on or in respect to the Leased Area;
 - (iv) the Lessee's activities, operations, business or other use of any kind under this Lease;
 - (v) the presence of Contamination, Pollution or Environmental Harm in, on or under the Relevant Land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Group;
 - (vi) any act, omission or default of the Lessee or the Lessee's Group;
 - (vii) any act, omission or default of the Lessee that affects, prevents or interferes with a third party exercising a right or interest granted pursuant to clause 16.11 of this Lease;
 - (viii) any danger or hazard created, or made worse, by the Lessee or the Lessee's Group; or
 - (ix) any fire which starts on the Leased Area unless the Lessee can prove to the reasonable satisfaction of the Lessor that the fire:
 - (A) was not caused by the Lessee's negligent or unlawful act or omission or the Lessee's default under this Lease; or
 - (B) was started by a cause beyond the Lessee's reasonable control,
- except to the extent that such Claims or Losses are caused by the gross negligence of the Lessor.

Conservation and Land Management Act 1984 Lease

- (b) The Lessee indemnifies and must keep indemnified the Lessor and the State from and against all Claims and Losses relating to, or in respect of, the remediation of Contamination, Pollution or Environmental Harm required under any Environmental Notice, by any Law or by any Authority as a result of any Contamination, Pollution or Environmental Harm emanating on, or from, the Leased Area as a result of, or relating to, the use or occupation of the Leased Area by the Lessee or Lessee's Group.
- (c) Without limiting the generality of clause 14.1(a), the Lessee indemnifies and must keep indemnified the Lessor and the State from and against all Claims and Losses arising in connection with any electromagnetic or radio frequency radiation or fields emanating from the Lessee's Improvements installed on the Leased Area. This indemnity does not apply to the extent:
- (i) of any Loss caused or contributed to by the negligent act or omission of the Lessor or the Lessor's Agents; or
 - (ii) the Lessee proves that it complied with all applicable Law relating to the emanation of any such radiation or fields from the Lessee's equipment installed on the Leased Area during the period in which the Loss arose or was incurred or suffered. For the foregoing purpose, the Lessee must:
 - (A) maintain and keep all adequate records of emissions and comply with all applicable codes (including at the Commencement Date, "*Radiation Protection Standard for Maximum Exposure Levels to Radiofrequency Fields – 3kHz to 300GHz (RPS 3)*" and Law; and
 - (B) provide copies of such records to the Lessor on request;for at least 6 years (or such other relevant period of limitation) after the date to which the record relates and the obligations of the Lessee under this clause continue after the expiration or earlier termination of this Lease.
- (d) The Lessee acknowledges and agrees that the Lessee's public liability insurer is aware of the conditions that apply to this Lease and the indemnity granted pursuant to this clause 14.1 and that the Lessee's public liability policy covers the Permitted Use and the Lessee's activities on, in or under the Leased Area in connection with the Permitted Use.
- (e) The obligations of the Lessee under this clause 14.1:
- (i) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount; and
 - (ii) continue after the expiration or earlier determination of this Lease in respect of any act, omission, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

14.2 Release and no claim

- (a) The Lessee agrees to occupy, use and keep the Leased Area at the sole risk of the Lessee.
- (b) Neither the Lessor nor the State shall be liable (in negligence or howsoever) to the Lessee, and the Lessee will not make a claim against and releases to the full extent permitted by Law, the Lessor and the State from and against:
- (i) any Loss which may arise in respect of any accident or damage to any property, or death or injury to, or illness of, any person, of any nature in or near the Leased Area;

Conservation and Land Management Act 1984 Lease

- (ii) loss or malfunction of or damage to Lessee's Improvements or any fixtures or personal property of the Lessee;
 - (iii) all Claims and Losses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time throughout the Term;
 - (iv) any act, omission or default of any other occupier (including a Colocator) of the Land (including the Leased Area); and
 - (v) any breakdown in, or interruption or defective operation of any Service or associated equipment,
- except to the extent that such loss or damage is caused by the gross negligence of the Lessor.
- (c) The obligations of the Lessee under this clause 14.2 continue after the expiration or earlier determination of this Lease in respect of any act, omission, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

14.3 Part 1F of the Civil Liability Act excluded

Should the Lessee actually or allegedly commit or be responsible for the commission of a tortious act or contractual breach, Part 1F of the *Civil Liability Act 2002* (WA) is excluded from this Lease and its operation.

15. LESSOR'S GENERAL RIGHTS AND OBLIGATIONS

15.1 Exercise of rights under the CALM Act

The Lessor reserves the right for it, and for Lessor's Agents, to enter the Leased Area at any time in order to exercise any right, power or authority which the Lessor (or another agent of the State) has under the CALM Act. The Lessee is not entitled to any compensation or to make any other claim against the Lessor for anything done or not done by the Lessor on the Leased Area in the exercise of any right, power or authority under the CALM Act.

15.2 Right to enter

- (a) The Lessor or the Lessor's Agents may, after giving reasonable notice to the Lessee (or in an emergency, without notice), enter the Leased Area to do any one or more of the following things:
 - (i) inspect the state of repair and condition of the Leased Area;
 - (ii) view the condition of any buildings or Lessee's Improvements at any time sanctioned to be erected thereon;
 - (iii) remove anything which is actually or potentially harmful or dangerous;
 - (iv) carry out such duties and exercise such powers upon the Leased Area as may be necessary or expedient to carry out or exercise in the administration or for the purposes of the CALM Act or any other enactment or any regulation made thereunder;
 - (v) anything which should have been done by the Lessee but which has not been done to the Lessor's satisfaction, or at all; and
 - (vi) anything else which the Lessor is required or permitted to do by Law or under this Lease,

Conservation and Land Management Act 1984 Lease

without affecting the Lessee's obligations under this Lease and the Lessee shall not be entitled to any compensation by reason of any inconvenience or disturbance or loss occasioned by such action on the part of the Lessor.

- (b) Nothing in this clause 15.2 entitles the Lessor to enter any equipment shelter of the Lessee on the Leased Area or to interfere or tamper in any way with the Lessee's Improvements on the Leased Area. Despite the previous sentence, in the case of a fire emergency on or near the Leased Area, the Lessor may, in relation to the Leased Area, act in accordance with the provisions of the *Bushfires Act 1954 (WA)* including sections 28(3), 39, 44 and 45 of the *Bushfires Act 1954 (WA)* and the Lessee shall not be entitled to any compensation by reason of any inconvenience or disturbance or Loss occasioned by such action on the part of the Lessor.

15.3 Lessor's power with respect to contractors

- (a) The Lessor retains the right to approve or not to approve any contractor, tradesperson, employee, firm or company to carry out any repairs, renovation, alteration, addition or cleaning whatsoever to the Leased Area within the responsibility of the Lessor, regardless of whether the Lessee is liable for costs or not and irrespective of whether the work to be carried out is a requirement under this Lease or not.
- (b) The Lessor retains the right to appoint a contractor, agent, employee or tradespeople of its choice to carry out any work of any nature to the Leased Area which may be required and if the work is such which is the responsibility of the Lessee under this Lease then the Lessee shall be liable to pay on demand by the Lessor the costs so incurred.

15.4 Lessor may rectify

The Lessor or Lessor's Agents may do anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly and the Lessor may enter the Leased Area for that purpose. The Lessee must pay any costs incurred by the Lessor in taking action under this clause 15.4 within 10 Business Days after the Lessor requests payment.

16. ASSIGNMENT, SUBLETTING AND COLOCATION

16.1 No interest to be created without consent

Subject to this clause 16, the Lessee must not:

- (a) give any person any right or interest in this Lease or the Leased Area (including a licence to use or occupy the Leased Area) or allow any person to use or occupy the Leased Area; or
- (b) permit a Colocation Event; or
- (c) assign, transfer, mortgage, novate, charge or otherwise encumber this Lease or any payment or other right, benefit, money or interest under of in respect of this Lease,

without the Lessor's written consent, which consent must not be unreasonably withheld and may be subject to conditions.

16.2 Assignment and Subletting to a Related Body Corporate

- (a) The Lessee may, without the consent of the Lessor, from time to time assign this Lease or sublet the whole or part of the Leased Area or grant a licence in respect

Conservation and Land Management Act 1984 Lease

of the Leased Area to a Related Body Corporate of the Lessee (**Proposed RBC Assignee**).

- (b) The Lessee will not be released from its obligations under the Lease where this Lease is assigned pursuant to clause 16.2(a).
- (c) The Lessee will notify the Lessor of the details of the Proposed RBC Assignee. If requested by the Lessor, the Lessee must supply to the Lessor evidence reasonably acceptable to the Lessor that the Proposed Assignee is respectable, responsible, solvent, fit and proper and is technically and financially able to perform all the Lessee's obligations under this Lease.

16.3 Colocation Event

- (a) The Lessee must obtain the Lessor's prior written consent to a proposed Colocation Event in respect of the Leased Area in accordance with clause 16.5.
- (b) The Lessee is to provide to the Lessor in respect of a proposed Colocation Event:
 - (i) the name, address and Australian Company Number (if any) of the Colocator;
 - (ii) if the Colocator is not a natural person, the name and contact details of a natural person who is authorised to act on behalf of the Colocator in an emergency, at any time of the day;
 - (iii) details of the Colocator's actual or intended use of the Leased Area;
 - (iv) the area of the Leased Area intended to be used by the Colocator;
 - (v) the period or periods during which the Colocator intends to use the Leased Area, by reference to specific dates, and
 - (vi) a copy of the colocation notice received from the Colocator and the proposed documentation to be entered into between the Lessee and the Colocator.
- (c) The Lessee is to provide any details or documents referred to in subclause (b) as may be requested by the Lessor from time to time or which may be relevant to the matters referred to in subclause (b) in respect of any or all Colocation Events, which are to be current as at the date of the Lessor's request.
- (d) Nothing in this clause 16.3 affects or derogates from the Lessor's rights and the Lessee's obligations under and referred to in clause 16.1.

16.4 Colocation to be granted in good faith

- (a) In furtherance of the National Competition Policy principles, the Lessee will negotiate in good faith to permit the colocation of the telecommunications equipment of any licensed carrier wishing to become a Colocator upon any Lessee's Improvements, to the full extent of the Lessee's statutory or other obligations.
- (b) In any event, the Lessee must not exceed the time period specified in any applicable facilities access code or other relevant Law or administrative instrument made pursuant to the *Telecommunications Act* or the *Competition and Consumer Act 2010* (Cth).

Conservation and Land Management Act 1984 Lease

16.5 Requirements for Consent

Except where clause 16.2 applies, if the Lessor consents to a proposed assignment, transfer, sub-lease, licence or Colocation Event then, within a reasonable time before the proposed date of change in possession or Colocation Event, the Lessee must:

- (a) supply to the Lessor evidence reasonably acceptable to the Lessor that the proposed assignee, transferee, licensee, sub-lessee or Colocator is respectable, responsible, solvent, fit and proper and is technically and financially able to perform all the Lessee's obligations under this Lease;
- (b) in the case of a Colocation Event, supply to the Lessor all of the information specified in clause 16.3(b) to the Lessor's satisfaction;
- (c) remedy any default under this Lease to the Lessor's satisfaction unless it has been waived by the Lessor;
- (d) deliver to the Lessor a deed executed by the Lessee and proposed assignee, transferee, licensee, sublessee or Colocator in a form prepared by, or approved by, the Lessor, by which:
 - (i) the proposed assignee, transferee, licensee, sub-lessee or Colocator agrees to be bound by and comply with this Lease on and from the date that the assignment, transfer, licence, sub-lease or Colocation Event takes effect; and
 - (ii) any guarantor requested under clause 16.9 gives the Lessor a guarantee and indemnity as required by that clause.
 - (iii) in the case of a Colocation Event, assignment or transfer to a Colocator, assignee or transferee who is, in the Lessor's opinion, an entity seeking commercial gain from the Colocation Event, assignment or transfer, the Colocator, assignee or transferee agrees to vary the terms of this Lease (including the Rent) as required by the Lessor;
- (e) pay to the Lessor on demand the Lessor's costs and expenses including agents fees and legal costs in connection with the preparation or examination of any documents relating to the assignment, transfer, license, sub-lease or Colocation Event and the duty on those documents;
- (f) in the case of an assignment or transfer, withdraw any caveat lodged in respect of the Lessee's interest in the Leased Area; and
- (g) comply with any other requirement of the Lessor,

and the Lessor's consent is taken to be conditional on the Lessee complying with the obligations in this clause 16.5.

16.6 Lessee Remains Liable

The Lessee remains fully liable under this Lease even if the Lessee assigns or transfers this Lease or sublets the Leased Area or gives any right (including a licence or a Colocation Event) in relation to this Lease or the Leased Area to any other person (including a Colocator).

16.7 Change in Control

- (a) For the purposes of this clause 16.7, the terms "**Control**", "**Subsidiary**" and "**Holding Company**" each have the same meaning as the corresponding term in the Corporations Act.

Conservation and Land Management Act 1984 Lease

- (b) If there is a change in Control of the Lessee, the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors.
- (c) If the Lessee is a Subsidiary a change in Control includes a change in Control of its Holding Company.

16.8 Exclusion of Statutory Provisions

The provisions of sections 80 and 82 of the *Property Law Act 1969 (WA)* do not apply to this Lease.

16.9 Guarantee required

If the Lessee at any time intends to assign or transfer this Lease or if clause 16.7 applies, and if the Lessor requests, the Lessee must obtain a guarantee of the assignee's, transferee's or lessee's obligations under this Lease from the directors and principal shareholders of the assignee, transferee or lessee (if a company) or any other person reasonably required by the Lessor. The guarantee is to be on terms reasonably acceptable to the Lessor. In this clause 16.9 "guarantee" means guarantee and indemnify.

16.10 Fees

The Lessee must pay to the Lessor on demand all fees and expenses payable by the Lessor to any agent or consultant engaged by the Lessor in connection with a proposed assignment or sub-letting by the Lessee.

16.11 Dealing by Lessor with the Leased Area

- (a) The Lessor may:
 - (i) transfer, mortgage, charge, licence or encumber the Land (including the Leased Area) or any part of it or any right, benefit, money or interest under this Lease without the Lessee's consent; or
 - (ii) grant easements, licences or other rights or interests of any kind to any person over the Land (including the Leased Area) at any time so long as this does not unreasonably interfere with the Lessee's use of the Leased Area for the Permitted Use.
- (b) Without limiting clause 16.11(a), the rights and interests which the Lessor may grant include:
 - (i) the right to cut down and remove timber or other vegetation from the Leased Area, the right to draw water or the right to excavate and remove rocks, earth, soil or other materials from the Leased Area; and
 - (ii) a licence or some other right to any person who is lawfully co-locating on the Lessee's Improvements, including but not limited to any tower and equipment shelter, for a purpose consistent with this Lease on the Leased Area.

16.12 No compensation or claim against the Lessor

- (a) The Lessee is not entitled to any compensation or to make any other claim against the Lessor in relation to the proper exercise of any right given to another person by the Lessor.

Conservation and Land Management Act 1984 Lease

- (b) The Lessee is responsible for and indemnifies the Lessor against any Loss resulting from any Claim made by a person to whom a right or interest has been granted by the Lessor in connection with any negligent act or omission of the Lessee or any default by the Lessee under this Lease.

17. HOLDING OVER

If the Lessor consents to the Lessee continuing to occupy the Leased Area after the Expiry Date or after the end of any extended term, the Lessee is a six-monthly Lessee of the Leased Area and:

- (a) the six-monthly tenancy may be terminated by either Party giving to the other at least one month's notice which may expire on any day; and
- (b) the rent is the same as the Rent payable in accordance with clause 4 as varied in accordance with clause 5; and
- (c) all the other provisions of this Lease apply to the six-monthly tenancy (including the variation of Rent under clause 5) except any option to extend this Lease.

18. DEFAULT

18.1 Essential terms

Every obligation of the Lessee under this Lease:

- (a) to pay money;
- (b) not to do something without the Lessor's consent;
- (c) to do something by a particular timeframe; or
- (d) relating to damage to or degradation of the Leased Area or to the state of repair or condition of the Leased Area,

is an essential term of this Lease.

This clause does not prevent any other obligation of the Lessee under this Lease being an essential term.

18.2 Events of Default

An Event of Default occurs if:

- (a) the Lessee repudiates this Lease;
- (b) the Lessee abandons the Leased Area, or ceases to use the Leased Area for the Permitted Use other than for a temporary period;
- (c) the Rent is at any time unpaid for 10 Business Days after becoming due, whether formally demanded or not;
- (d) (subject to clauses 18.2(a) and 18.2(b)) the Lessee breaches this Lease and does not remedy that breach within 10 Business Days (or such longer period as specified by the Lessor) after being given a notice by the Lessor requiring the Lessee to remedy that breach;
- (e) a judgment, order or a Security Interest is enforced, or becomes enforceable, against the Lessee's interest in this Lease or the Lessee's Improvements;

Conservation and Land Management Act 1984 Lease

- (f) an Insolvency Event occurs in respect of the Lessee;
- (g) the Lessee commits more than 3 breaches of this Lease in any 180 day period (whether any of those breaches are remedied or not); or
- (h) the Lessee fails to comply with any other requirement of this Lease, which failure expressly constitutes an Event of Default for the purposes of this Lease.

18.3 Lessor's right to terminate

If an Event of Default occurs, the Lessor may terminate this Lease by:

- (a) re-entering the Leased Area without notice; or
- (b) notice to the Lessee.

18.4 Lessee's right to terminate

If:

- (a) any application for a required consent to a permit for the installation and use of the Leased Area as part of a Telecommunications Network and Telecommunications Service is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained;
- (b) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant radio-communications interference; or
- (c) the Lessee no longer requires the Leased Area for the Permitted Use,

then the Lease may be terminated immediately by written notice by the Lessee.

18.5 Termination due to Government Agency

If any part of the Leased Area is required by any Government Agency for any purpose then the Lessor may terminate this Lease at any time by written notice to the Lessee.

18.6 Effect of Termination on Sub-lease, Licence and Sub-licence Arrangements

Should this Lease be terminated for any reason then any sub-lease (at any tier), licence or sub-licence (at any tier) or Colocation Event will also terminate on the same date that this Lease terminates.

18.7 Damages

- (a) If the Lessee defaults by not performing or complying with any obligation which is an essential term, the Lessor is entitled to:
 - (i) recover damages for Losses over the whole Term, including Losses caused by the non-payment of money by the Lessee over that period, even if this Lease is terminated by the Lessor as a result of an Event of Default before the Expiry Date or the end of any extended term or period of holding over;

less:
 - (ii) amounts which the Lessor could be reasonably expected to obtain by re-letting the Leased Area until the date on which the Term would have expired if the Lessor had not terminated this Lease before the end of the

Conservation and Land Management Act 1984 Lease

Term (but the Lessor is not to be taken to be required to accept the same or similar terms as those in this Lease).

- (b) The Lessor's right to recover damages is not affected by the occurrence of any of the following events:
- (i) the Lessor accepts the Lessee's repudiation or abandonment of this Lease;
 - (ii) the Lessor terminates this Lease by notice or re-entry;
 - (iii) the Lessee has abandoned the Leased Area;
 - (iv) there is a surrender of this Lease by Law.

18.8 Indemnities

- (a) The Lessee indemnifies and must keep indemnified the Lessor against any Claim or Loss resulting from:
- (i) an Event of Default; or
 - (ii) if this Lease is terminated by the Lessor for any reason:
 - (A) the Lessor re-entering the Leased Area; or
 - (B) the Lessor not receiving the benefit of the Lessee performing the Lessee's obligations under this Lease from the date of termination until the end of the Term,
- including in each case, legal costs and expenses relating to any of those matters.
- (b) The benefit of the Lessee performing the Lessee's obligations referred to in subclause 18.8(a)(ii)(B) is to be calculated on the assumption that this Lease continues in force until the end of the Term and taking into account the provisions in this Lease relating to Rent and other payments required by the Lessee.
- (c) This indemnity is not affected by the Lessor accepting a repudiation or abandonment of this Lease by the Lessee.

18.9 Interest on overdue money

The Lessee must pay interest on any amount payable by the Lessee under this Lease from the date the amount becomes due for payment until it is paid. The interest is to be paid on demand and is to be calculated on daily balances. The rate to be applied to each daily balance is the rate prescribed under section 8(1)(a) of the *Civil Judgments Enforcement Act 2004* (WA) from time to time.

18.10 Acceptance of Rent or mitigation

The acceptance of Rent or other money owing under this Lease or an attempt by the Lessor to mitigate its loss is not a waiver of a breach by the Lessee of its obligations under this Lease or a surrender by operation of Law.

19. LESSEE'S OBLIGATIONS ON TERMINATION

19.1 Lessee to vacate

The Lessee must:

Conservation and Land Management Act 1984 Lease

- (a) at or prior to the Expiry Date (unless there is in place after this Lease a further lease between the Lessor and the Lessee), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing, vacate the Leased Area and remove all the Lessee's Improvements from the Leased Area and the Adjoining Land to the extent requested by the Lessor, including cables and other equipment erected or brought by the Lessee onto the Leased Area and the Adjoining Land; and
- (b) rehabilitate the Leased Area and the Adjoining Area as near as reasonably practicable to their condition as at the Commencement Date or to the satisfaction of the Lessor, such activity to rehabilitate to be completed within 90 days of the Expiry Date or earlier termination as the case may be but if the weather conditions at the Expiry Date or earlier termination of the Term are not favourable for rehabilitation, within such other period as the Parties agree.

19.2 Removal of Lessee's Improvements

- (a) If the Lessee does not comply with clause 19.1(a), the Lessee's Improvements shall at the option of the Lessor become the property of the Lessor (without any entitlement by the Lessee to compensation in respect thereof).
- (b) If the abandoned Lessee's Improvements are found to contain asbestos or if the Lessor does not assume ownership of any of the Lessee's Improvements under sub-clause (a), the Lessor may remove the Lessee's Improvements from the Leased Area and the Adjoining Area at the cost of the Lessee and either store it at the risk and cost of the Lessee or treat the Lessee's Property as abandoned and deal with it in any manner the Lessor chooses at the Lessee's cost, and may rehabilitate the Leased Area and the Adjoining Area to the Lessor's satisfaction at the Lessee's cost.

19.3 Risk

The Lessee's Improvements remain at the Lessee's risk at all times before and after the termination of this Lease, except for any property which the Lessor elects to become the property of the Lessor under clause 19.2(a), which property is at the Lessor's risk from the date of election by the Lessor.

19.4 Survive Termination

The Lessee's obligations under this clause 19 shall survive termination of this Lease.

19.5 Recovery of Damages

- (a) For the purposes of this clause 19.5, **Liquidated Damages** means a daily sum equal to 1/365th of the aggregate of the Rent and Rates and Taxes payable by the Lessee under this Lease for the 12 months immediately preceding the date of the expiry or termination of this Lease.
- (b) Without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessor may recover from the Lessee, and the Lessee must pay to the Lessor, Liquidated Damages for each day of the period that starts on the day immediately after the expiry or termination of this Lease and ends on the day the Lessee completes the performance of its obligations under this clause 19 (or such earlier date on which the Lessor may cause any default by the Lessee in the performance of such obligations to be remedied).

Conservation and Land Management Act 1984 Lease

20. FORCE MAJEURE

20.1 Force Majeure Event

For the purposes of this clause 20, a "Force Majeure Event" means an event that prevents a Party from performing its obligations, or receiving the benefit of the other Party's obligations, in whole or part, under this Lease and which is unforeseeable and beyond the reasonable control of the affected Party, including:

- (a) an act of God;
- (b) an explosion or fire;
- (c) a war, riot, civil unrest, insurrection, sabotage or terrorism;
- (d) an epidemic or pandemic or shortages caused thereby;
- (e) industrial action (other than industrial action limited to the affected party);
- (f) inclement weather; and
- (g) a law, rule or regulation of any government or governmental agency, and executive or administrative order, act or requirement of general application;

but does not include:

- (h) a lack or inability to use funds for any reason; or
- (i) any occurrence which results from the wrongful or negligent act or omission of the affected party (including breach of this Lease or other contract) or the failure by the affected party to act in a reasonable and prudent manner; or
- (j) the breakdown of equipment; or
- (k) the failure by a third party to fulfil a contractual commitment with the affected party (other than as a result of an of items (a) to (g) above; or
- (l) or any act or omission of a subcontractor.

20.2 Effect of Force majeure

- (a) A Party is not liable for its inability to perform, or for any delay in performing, any of its obligations under this Lease (other than an obligation to pay Rent or other monies), to the extent that, and during the time that, the inability or delay is caused by a Force Majeure Event.
- (b) If a Party is prevented from performing its obligations under this Lease by a Force Majeure Event, then that Party must:
 - (i) notify the other Party as soon as reasonably practicable of the Force Majeure Event, giving details of the nature of the Force Majeure Event, the effect the Force Majeure Event will have on the Party's performance of its obligations under this Lease (including which obligations it is prevented from performing), and the expected duration of the Force Majeure Event; and
 - (ii) use its best endeavours to minimise the effect of the Force Majeure Event on the Party's performance of its obligations under this Lease.

Conservation and Land Management Act 1984 Lease

- (c) Subject to clause 20.2(f), the time for performance of any obligation by either Party under this Lease will be extended by a period which is reasonable in the circumstances. For the avoidance of doubt, any extension of time under this clause 20.2(c) does not in any way operate to extend the Term.
- (d) The affected Party must provide the other Party with regular updates as to the affected Party's circumstances and the impact of the Force Majeure Event during the time that it is prevented from performing its, or receiving the benefit of the other Party's, obligations under this Lease and in any event must provide the other Party with an update within 2 *Business Days* of a request at any time by the other Party.
- (e) The affected Party must notify the other Party in writing as soon as, and in any event within 2 *Business Days* of, the Force Majeure event ceasing to prevent it from performing under this Lease.
- (f) If a Party's performance is affected by a Force Majeure Event for a period equal to or greater than *six months*, either Party may terminate this Lease with immediate effect by notice in writing to the other Party.

20.3 No other liability

Neither the Lessee nor the Lessor is liable to the other solely because of the termination of this Lease under this clause 20.

20.4 No obligation to reinstate

Nothing in this clause 20 or elsewhere imposes an obligation on the Lessor to repair, remediate, replace or reinstate the Leased Area.

20.5 Non-payment of insurance money

The Lessee's rights to terminate this Lease under clause 20.2(f) do not apply if:

- (a) insurance money otherwise payable under an insurance policy in connection with the Leased Area is not paid by the insurer as a result of an act or omission by the Lessee or the Lessee's Group; or
- (b) any contractual breach, or actionable, civil or criminal wrong, by or on the part of the Lessee or the Lessee's Group, caused the destruction or damage of or to the Leased Area.

21. COSTS AND EXPENSES

21.1 Costs and expenses

The Lessee must pay or reimburse the Lessor on demand for all the Lessor's costs and expenses in relation to:

- (a) arranging for any survey or demarcation drawing necessary to identify the Leased Area;
- (b) the instructions for and the negotiation, preparation, execution and stamping of this Lease and any document assigning, varying or surrendering this Lease;
- (c) the exercise or enforcement by the Lessor of any right under this Lease, and the preparation and service of a notice under section 81 of the *Property Law Act 1969* (WA);
- (d) any act or omission by the Lessee causing cost or expense to the Lessor; and

Conservation and Land Management Act 1984 Lease

- (e) obtaining or giving any consent or approval under this Lease,

which includes in each case the Lessor's legal costs and expenses on a full indemnity basis and consultants' and agents' fees.

21.2 Duties and Fees

The Lessee must pay or reimburse the Lessor on demand for all stamp duty, taxes and fees (including fines and penalties attributable to the Lessee) payable in connection with this Lease.

22. MISCELLANEOUS

22.1 Survival

The following clauses of this Lease survive the termination or expiry of this Lease and will continue in full force and effect:

- (a) Clause 1 (Definitions and Interpretation);
- (b) Clause 7 (GST);
- (c) Clauses 9.3, 9.4 and 9.9 (Building Work, Maintenance and Repair and Cleaning);
- (d) Clause 10 (Lessee's Environmental Obligations);
- (e) Clause 11 (Lessee's general obligations);
- (f) Clause 12 (Compliance with laws and requirements);
- (g) Clause 13 (Insurance);
- (h) Clause 14 (Indemnities and Release);
- (i) Clause 15 (Lessor's general rights and obligations);
- (j) Clause 16 (Assignment and subletting) with respect to any obligation of the Lessee to pay the Lessor any costs, expenses or fees or indemnify the Lessor;
- (k) Clause 17 (Holding Over);
- (l) Clause 18.8 (Indemnities);
- (m) Clause 18.9 (Interest on overdue money);
- (n) Clause 19 (Lessee's obligations on termination);
- (o) Clauses 20.3, 20.4 and 20.5 (Force Majeure);
- (p) Clause 21 (Costs and expenses);
- (q) Clause 22.1 (Survival);
- (r) Clause 22.5 (Payments);
- (s) Clause 22.8 (Governing Law and jurisdiction);
- (t) Clause 22.13 (Entire Agreement);
- (u) Clause 24 (Notices);

Conservation and Land Management Act 1984 Lease

- (v) Clause 27 (Trust); and
- (w) any other clause that expressly or impliedly survives the expiry or termination of this Lease.

The preceding provisions of this clause 22.1 do not oust or limit the operation of the common law pertaining to the survival of contractual provisions post-termination. Such operation of the common law is hereby preserved and applies in its entirety to this Lease (even after termination).

22.2 Remedies Cumulative

The rights, powers, authorities, discretions and remedies arising in connection with this Lease are cumulative and do not exclude any other right, power, authority, discretion or remedy otherwise available to the Lessor.

22.3 Accrued Rights

The termination of this Lease for any reason does not affect the rights of the Lessor in relation to a breach of this Lease by the Lessee before termination.

22.4 Schedules etc

The expressed and implied terms of each schedule (including the Schedule), appendix and annexure to this Lease form part of this Lease and must therefore be complied with in accordance with their expressed and implied terms.

22.5 Payments

- (a) The Lessee must make all payments under this Lease without set-off, counterclaim, abatement or deduction.
- (b) Payments by the Lessee under this Lease are to be made to the Lessor or any other person nominated by the Lessor.
- (c) The Lessor is not required to make a demand for payment of any amount required to be paid by the Lessee under this Lease unless required by Law.
- (d) If this Lease does not specify when a payment is due, it is due within 14 days after the Lessor requests payment.

22.6 Transfer of Land Act 1983

The covenants and powers implied in every lease made under the *Transfer of Land Act 1893* (WA) are implied in this Lease, whether registered under that Act or not, except:

- (a) to the extent that they are modified by this Lease; and
- (b) the implied covenant set out in section 92(b) of that Act is excluded.

22.7 Variation

Any variation of any term of this Lease must be in writing and signed by the parties.

22.8 Governing Law and jurisdiction

- (a) This Lease is governed by the Law in force in Western Australia.
- (b) Each Party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any

Conservation and Land Management Act 1984 Lease

proceedings arising in connection with this Lease. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

22.9 Lessor may act by agent

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor, the Lessor's Agents or the solicitor of the Lessor.

22.10 Further assurances

Each Party must do all things and execute all further documents necessary to give full effect to the provisions and purpose of this Lease.

22.11 Approvals and consents

- (a) Unless otherwise stated, whenever the Lessor's approval or consent is required under this Lease, the Lessor may give it conditionally or unconditionally. Each approval or consent, to be valid and effective, must be in writing and be given prior to the happening of the event for which the approval or consent is required.
- (b) The Lessee agrees that any failure by it to comply with or perform a condition imposed under clause 22.11(a) will constitute a breach of this Lease by the Lessee.

22.12 Waiver and estoppel

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy under any Law or under this Lease by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Lease.
- (b) A waiver given by a Party under this Lease is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- (c) No course of dealings between the parties removes the requirement under clause 22.12(b) that a waiver must be in writing to be effective and binding upon the parties.
- (d) No waiver of a breach of a term of this Lease operates as a waiver of any other breach of that term or of a breach of any other term of this Lease.
- (e) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law or under this Lease by the Lessor does not preclude, or operate as an estoppel of any form of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Lease.

22.13 Entire Agreement

This Lease states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

22.14 Counterparts

This Lease may be executed in any number of counterparts. Each counterpart is deemed an original and all the counterparts together constitute one instrument, which is deemed to be dated on the earlier of the date of exchange or the date of acceptance as is communicated in writing.

Conservation and Land Management Act 1984 Lease

22.15 Relationship of the parties

- (a) Nothing in this Lease gives a Party authority to bind the other Party in any way.
- (b) Neither this Lease, nor the relationship created by it, is intended to create, and will not be construed as creating any partnership or joint venture or fiduciary relationship, as between the parties.
- (c) Neither the Lessee's staff, personnel or contractors will be deemed to be employees, agents, contractors, or consultants of the Lessor and each Party must pay all costs associated with its employees.

22.16 Corporate power and authority

Each Party represents and warrants to the other that it has full power to enter into and perform its obligations under this Lease and that when executed this Lease will constitute legal, valid, and binding obligations under its terms.

22.17 State's interest and statutory functions

- (a) Any right of the Lessor may be exercised for the benefit of any other part of the State and any reference in this Lease to the Loss of, or costs incurred by, the Lessor includes direct Losses of, and direct costs incurred by, any other part of the State.
- (b) Except where this Lease expressly provides otherwise, to the extent permitted by Law, nothing in this Lease gives rise to any duty on the part of the Lessor to consider interests other than the Lessor's interests (including the public interest) when exercising any of its rights or performing any of its obligations.
- (c) Nothing contained in this Lease or contemplated by this Lease has the effect of constraining the Lessor or any other part of the State or placing any fetter on the Lessor's or any other part of the State's statutory rights, duties, powers or functions.
- (d) Notwithstanding anything contained or implied in this Lease to the contrary, the parties agree that the Lessor is not obliged to exercise a power, function or duty which is granted to or within the responsibility of any Authority, or to influence, over-ride or direct any Authority in the proper exercise and performance of its legal duties and functions.
- (e) The Lessee is not entitled to make any Claim against the Lessor for any Loss relating to any exercise or failure by the Lessor to exercise its statutory rights or duties.

22.18 Arbitration

- (a) If at any time any dispute or difference arises between the Parties in respect of any matters arising under or pursuant to the Lease or the meaning or construction of any of the provisions contained in it, such dispute or difference shall be referred to a single arbitrator to be appointed in accordance with the provisions of the *Commercial Arbitration Act 2012 (WA)*, provided that the referral of a dispute relating to an Event of Default does not preclude the Lessor from exercising any remedies it believes it is entitled to exercise arising out of that Event of Default.
- (b) On any such arbitration, a Party may, if it chooses, be represented by a duly qualified legal practitioner.
- (c) The costs of the arbitration are to be borne equally by the Parties regardless of the outcome but each Party shall bear their own legal costs.

Conservation and Land Management Act 1984 Lease

23. POWER OF ATTORNEY

The Lessee for valuable consideration irrevocably appoints the Lessor and every senior officer of the Lessor (jointly and severally) as the Lessee's attorney for the purpose of withdrawing any caveat which the Lessee is obliged to withdraw under this Lease.

In this clause "**senior officer**" means every person designated by the Lessor as a senior officer.

24. NOTICES

24.1 Form of notice

A notice, consent, request, advice, direction, notification or other communication (howsoever described) that may or must be given under or in connection with this Lease is, if given, only valid and effective if it is:

- (a) in writing and signed by the Party giving the notice, consent, direction or other communication or any authorised officer of that Party or its solicitor or agent;
- (b) addressed to the person to whom it is to be given;
- (c) either sent by:
 - (i) pre-paid mail, couriered or hand-delivered to the person's address; or
 - (ii) sent by email to that person's email address and the sender receives confirmation on its server that the message has been transmitted, provided:
 - (A) the notice, consent, direction or other communication is sent as a .pdf attachment to the email and is not sent as a temporary file or link; and
 - (B) the size of the email is less than 10MB; and
- (d) the address or email address to which the notice, consent, request, advice, direction or other communication is sent is as set out in the Schedule or otherwise notified to the sender for the giving of notices, consents, directions or other communications under or in connection with this Lease.

24.2 Receipt

Unless a later time is specified in it, a notice, consent, direction or other communication that complies with this clause 24 takes effect from the time it is taken to be received, which is:

- (a) if sent by courier or email, or is hand-delivered, if received:
 - (i) by 5.00 pm on a Business Day - on that day; or
 - (ii) after 5.00 pm on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) if sent by mail, five Business Days after posting.

Conservation and Land Management Act 1984 Lease

25. OPTION TO EXTEND THIS LEASE

25.1 Option

If further terms have been added to item 2.4 of the Schedule, the Lessor gives the Lessee the option to extend this Lease for any further term specified in that item 2.4. Each option is exercisable by the Lessee giving notice to the Lessor not earlier than 6 months and not later than 3 months before the end of the Term specified in item 2.1 of the Schedule.

25.2 Loss of option

If, when the Lessee notifies the Lessor or, if the notice has been given at the end of the Term specified in item 2.1 of the Schedule, an Event of Default has occurred and it has not been remedied or waived, the option to extend this Lease ceases to have effect and the Lessee ceases to be entitled to an extension of this Lease.

25.3 Terms of extension

Any extension of this Lease is to be on the same terms as this Lease except that:

- (a) the rent applicable at the commencement date of the extended lease is to be the same as the Rent payable under this Lease immediately before the end of the Term unless the commencement date is also a CPI Rent Review Date, in which case, the Rent is subject to review on that date by the method set out in this Lease;
- (b) any option to extend this Lease included in this Lease but which has been exercised does not apply.

25.4 Documentation

The Lessee must promptly sign a deed of extension of lease, to be prepared by the Lessor or its solicitors, when requested by the Lessor. Clause 21 relating to costs, expenses, duties and fees applies in relation to that deed.

26. ADDITIONAL TERMS

The parties to this Lease agree to be bound by and must comply with the additional terms, if any, set out in Annexure A to this Lease and which form part of this Lease.

27. TRUST PROVISIONS

If the Lessee has entered into this Lease as trustee of a trust, whether or not the Lessor is aware of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

Conservation and Land Management Act 1984 Lease

28. PPSA

28.1 Interpretation

For the purposes of this clause 28:

- (a) **"Lessor's Personal Property"** means all personal property the subject of a security interest granted to or held by the Lessor under this Lease; and
- (b) words and phrases used which have a defined meaning in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

28.2 Further assurance

If the Lessor determines that this Lease (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including without limitation obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest so that the Lessor has the priority required by it; and/or
- (c) enabling the Lessor to exercise rights in connection with the security interest.

28.3 No requirement for PPSA notices

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given and cannot be excluded.

28.4 Priority of the Lessor's interest

Nothing in this Lease shall be taken or construed as an agreement or consent by the Lessor to:

- (a) subordinate the Lessor's interest in the Lessor's Personal Property (or any part thereof) to any other encumbrance or interest affecting the Lessor's Personal Property at any time; or
- (b) delay the time when a security interest created or provided for under this Lease attaches to the relevant collateral.

28.5 Enforcement

To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by the Lessor of any security interest in the Lessor's Personal Property, the Lessee and the Lessor agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:

- (a) **(enforcement methods)** sections 118 (Enforcing security interests in accordance with land law decisions), 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase), 134(2) (Proposal of secured party to retain collateral), 136(3) and 136(4) (Retaining collateral free of interests), 137 (Persons entitled to notice may object to proposal) and 138B(4) (Seizure and disposal or retention of crops);

Conservation and Land Management Act 1984 Lease

- (b) **(notices)** sections 95 (Secured party must give notice of removal of accession), 121(4) (Enforcement of security interests in liquid assets – notice to higher priority parties and grantor), 127 (Seizure by higher priority parties – notice), 130 (Notice and disposal of collateral), 132 (Secured party to give statement of account), and 135 (Notice of retention of collateral) and 136(5) (Retaining collateral free of interests); and
- (c) **(rights to remedy)** sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

28.6 Negative undertakings

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor under this Lease);
- (b) sell, lease or dispose of its interest in or control (as such term is defined in the PPSA) or use of any of the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person other than the Lessor or where the Lessor expressly authorises it to do so;
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset;
- (e) change its name without first notifying the Lessor of the new name not less than 21 days before the change takes effect;
- (f) relocate its principal place of business outside Australia or change its place of registration or incorporation;
- (g) move any of the Lessor's Personal Property outside Australia; or
- (h) allow any other person to acquire control of any personal property forming part of the Lessor's Personal Property at any time.

28.7 The Lessor's interest remains unaffected

The Lessor's interest in the Lessor's Personal Property is not affected by anything which, but for this provision, might have that effect including any failure to perfect or to continuously perfect the security interest in relation to any personal property forming part of the Lessor's Personal Property at any time.

28.8 Notices to the Lessor

Without limiting clause 28.6, the Lessee must notify the Lessor as soon as the Lessee becomes aware of any of the following:

- (a) if any personal property which does not form part of the Lessor's Personal Property becomes an accession to the Lessor's Personal Property and is subject to a security interest in favour of a third party that has attached at the time it becomes an accession;
- (b) if any of the Lessor's Personal Property is transported, located or situated outside Australia; and
- (c) upon request by the Lessor, of the present location or situation of any of the Lessor's Personal Property.

Conservation and Land Management Act 1984 Lease

ANNEXURE A

Additional Terms

NONE

FINAL DRAFT 16/6/22

Conservation and Land Management Act 1984 Lease

Executed by the parties as a Deed on the _____ day of _____ in the year 2022. .

Signed for and on behalf of the Conservation and Land Management Executive Body by:

.....
Peter Sharp
Executive Director, Parks and Visitor Services
Department of Biodiversity, Conservation and Attractions
an officer of the Department of Biodiversity, Conservation and Attractions authorised under s38 of the
Conservation and Land Management Act 1984 as delegate of the Chief Executive Officer

in the presence of:

Witness: Signature _____

Name (Please print) _____

Occupation (Please print) _____

Address (Please print) _____

The Common Seal of the Shire of Gingin was affixed in the presence of:

Colin Wayne Fewster
SHIRE PRESIDENT

Aaron Cook
CHIEF EXECUTIVE OFFICER

11.4 GUILDERTON CARAVAN PARK AND FORESHORE DEVELOPMENT ADVISORY COMMITTEE AND GUILDERTON FORESHORE DEVELOPMENT WORKING GROUP

File	GOV/33
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Location Plan - Guilderton Caravan Park and Foreshore Precinct [11.4.1 - 1 page] 2. Terms of Reference - Guilderton Caravan Park & Foreshore Development Committee [11.4.2 - 3 pages] 3. Terms of Reference - Guilderton Foreshore Development Working Group [11.4.3 - 3 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider:

1. Expanding the role of Council's existing Guilderton Caravan Park Advisory Committee to include making recommendations to Council with respect to future development of the Guilderton Foreshore Precinct; and
2. The establishment of a Guilderton Foreshore Development Working Group to assist the Committee in fulfilling its role.

BACKGROUND

In 2013, in order to facilitate the proposed leasing of the Guilderton Caravan Park to a management body, the Shire approached the Department of Planning, Lands and Heritage (the Department) in 2013 seeking amendment of the Management Orders over Reserves 25007 and 36048 to include a power to lease.

In 2014 a power to lease was granted with respect to just Reserve 25007. However, further investigations at the time found that Reserve 25007 only accommodates a small portion of the caravan park which is, in fact, located over seven separate Crown reserves (Reserves 21473, 25006, 25007, 25009, 25751, 31353 and 36048) and portions of the Dewar Street (Polygon Number 11432390) and Edwards Street (Polygon Number 11432375) road reserves. Reserves 25006 and 25009 and the two road reserves also accommodate the existing parking areas and the foreshore park containing the ablution block, barbeque/picnic facilities and playground.

A location plan showing the position of all reserves relative to each other is provided as **Appendix 11.4.1**.

There has been a long-standing proposal between the Shire and the Department with respect to rationalisation of all of the reserves that accommodate the Guilderton Caravan Park and the adjoining Foreshore Precinct. Ideally, this rationalisation would see all of the land occupied by the Caravan Park consolidated into a single Crown reserve with a power to lease.

As the relevant portions of Dewar Street and Edwards Street are dedicated local roads, both portions of road reserve will need to be closed prior to inclusion into both the consolidated caravan park reserve and into Lot 425. Lot 425, which accommodates the Guilderton Store and Café, is owned in freehold title by the Shire of Gingin, and Council has already agreed to purchase the relevant area of closed road reserve. Their closure will be subject to the requirements of Section 58 of the *Land Administration Act 1997* (LAA) and Section 9 of the *Land Administration Regulations 1998* (LAR).

It should be noted that all of the reserves impacted by the rationalisation proposal have been managed by the Shire of Gingin for many years, which means that Native Title no longer exists with respect to this land.

In addition to the above, through the Aspirations identified within the Shire of Gingin's Strategic Community Plan to promote tourism and attractions within the Shire, it has been identified that the amenities contained within the Guilderton Foreshore Precinct need to be upgraded and developed in a manner that better utilises space and is more conducive to meeting the needs of both the local community and visitors to the area.

COMMENT

It is important that the Caravan Park and the adjoining Foreshore Precinct are developed in a sympathetic, orderly and coherent manner. It is considered that the best way of achieving this goal is to have a single committee of Council responsible for making recommendations to Council relating to both the Caravan Park and the Foreshore Precinct redevelopment.

Given that Council already has a long-established Guilderton Caravan Park Management Committee, it is proposed that the Committee be renamed as the Guilderton Caravan Park and Foreshore Development Advisory Committee, and that its role be expanded to include providing assistance to Council in progressing improvements to the Foreshore Precinct as well as the Caravan Park. An amended Terms of Reference for the Committee is provided for Council's consideration as **Appendix 11.4.2**.

In addition, in order to ensure that the community has opportunity to provide input into the Foreshore Precinct redevelopment, it is recommended that a Guilderton Foreshore Development Working Group, including up to three community representatives as members, be established to make recommendations to the Committee with respect to this project. A Terms of Reference for the Working Group has been drafted and is provided for Council's consideration as **Appendix 11.4.3**.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 5 – Administration

Division 2 – Council meetings, committees and their meetings and electors' meetings

Subdivision 2 – Committees and their meetings

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	1. Attractions & Economy - Actively Pursue Tourism and Economic Development
Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Aspiration	3. Planning & Sustainability - Plan for Future Generations
Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	2.8 Services & Facilities - Provide cost effective services and facilities which meet the needs of the community
Strategic Objective	3.4 Community Engagement - Facilitate community engagement for residents/ratepayers to provide input into shaping our future
Strategic Objective	4.1 Management of Assets - Maintain civic buildings, sporting facilities, public places, plant and road and cycleway/pathways based on asset management plans and identified priorities

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Balcombe

That Council:

1. Agree to rename the Guilderton Caravan Park Advisory Committee as the Guilderton Caravan Park and Foreshore Development Advisory Committee;
2. Adopt the Terms of Reference for the Guilderton Caravan Park and Foreshore Development Advisory Committee as shown at Appendix 11.4.2;
3. Agree to establish the Guilderton Foreshore Development Working Group;
4. Adopt the Terms of Reference for the Guilderton Foreshore Development Working Group as shown at Appendix 11.4.3; and
5. Agree to undertake local advertising for a period of two weeks seeking nominations from community representatives for membership positions on the Guilderton Foreshore Development Working Group, with all nominations received to be considered by Council at its Ordinary Meeting on 16 August 2022.

CARRIED BY ABSOLUTE MAJORITY

6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*





TERMS OF REFERENCE

GUILDERTON CARAVAN PARK AND FORESHORE DEVELOPMENT ADVISORY COMMITTEE

July 2022

Name:	Guilderton Caravan Park and Foreshore Development Advisory Committee
Role/Purpose:	To assist Council in progressing improvements to and further development of the Guilderton Caravan Park and Guilderton Foreshore Precinct in an integrated and consistent manner.
Aims & Functions:	<p>To:</p> <ol style="list-style-type: none"> 1. Provide a forum for the discussion of issues and the formulation of suggestions and recommendations with respect to the Guilderton Caravan Park and the Guilderton Foreshore precinct, recognising the synergies between both facilities; and 2. Receive and consider input from the Guilderton Foreshore Development Working Group in relation to the improvement and future development of the Guilderton Foreshore precinct and make recommendations to Council as required.
Membership:	<ol style="list-style-type: none"> 1. Council will appoint four elected members as members of the Committee. 2. Council will appoint two elected members as deputy members of the Committee. 3. The Executive Manager Regulatory and Development Services and Executive Manager Operations and Assets will attend all meetings of the Committee to provide technical advice and guidance only. 4. A senior representative of the Guilderton Caravan Park management will attend meetings by invitation only. 5. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate. 6. Committee membership shall be appointed or removed by the Council. 7. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.

	8. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice.
Operating procedures:	<p>1. Presiding Member and Deputy Presiding Member:</p> <ul style="list-style-type: none"> a) The members of a committee are to elect a Presiding Member from amongst themselves at the first meeting of the Committee and at each subsequent first meeting following an ordinary local government election in accordance with the <i>Local Government Act 1995</i>, Schedule 2.3, Division 1. b) Following the election of a Presiding Member, the members of the Committee may also elect a Deputy Presiding Member. c) The CEO or delegated nominee will attend the first meeting to conduct the election of the Presiding Member or at a subsequent meeting if a new Presiding Member is to be elected. d) The Presiding Member will preside at all meetings. e) In the absence of the Presiding Member, the Deputy Presiding Member (if one has been elected by the Committee) will assume the chair. f) In the absence of both the Presiding Member and the Deputy Presiding Member, or if a Deputy Presiding Member has not been elected, then a person is to be elected by the Committee members present to assume the Chair for that meeting. g) The Presiding Member is responsible for the proper conduct of the Committee. <p>2. Meetings:</p> <ul style="list-style-type: none"> a) The Committee shall meet as required but must hold a minimum of two meetings in any one calendar year. b) Meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee. c) A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible. d) The Presiding Member shall ensure that detailed minutes of all meetings are kept. e) All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014. <p>3. Quorum:</p> <p>The quorum for a meeting shall be at least 50% of the number of endorsed members.</p>

	<p>4. Reporting:</p> <p>a) The Minutes of every Committee meeting will be circulated for the information of all Councillors within seven working days of the Committee meeting.</p> <p>b) Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.</p>
Appointing legislation:	The Committee is established under section 5.8 of the <i>Local Government Act 1995</i> .
Delegated Authority:	The Committee has no delegated power and has no authority to implement its recommendations without approval of Council.

Version	Decision Reference	Synopsis



TERMS OF REFERENCE

Guilderton Foreshore Development Working Group

July 2022

Name:	Guilderton Foreshore Development Working Group
Role/Purpose:	To assist the Guilderton Caravan Park and Foreshore Development Management Committee with respect to identifying options for the future development of the Guilderton Foreshore Precinct.
Aims & Functions:	<ol style="list-style-type: none"> 1. To contribute, when requested by the Committee, to identifying options for the Foreshore Precinct redevelopment; and 2. To provide input from a community perspective on redevelopment proposals.
Membership:	<ol style="list-style-type: none"> 1. The Working Group shall consist of the following representation: <ul style="list-style-type: none"> • Members of the Guilderton Caravan Park and Foreshore Development Management Committee; • A maximum of three community representatives; • Executive Manager Regulatory and Development Services; • Executive Manager Operations and Assets; and • CEO. 2. Other Shire of Gingin officers may attend meetings in an advisory capacity as required. 3. Community representatives must be ratepayers or residents of the Shire of Gingin with an interest in the Guilderton Foreshore Precinct. 4. Nominations for community representatives will be sought by giving local public notice. 5. Membership shall be for a period of up to two years, with all positions terminating on the day of the next ordinary Council election. Local public notice will be given seeking nominations for community representative positions following each election. Previous members are eligible to re-nominate, but will be required to submit a new nomination. 6. Working Group membership shall be approved or terminated by consensus of Council. 7. If a community representative misses two or more consecutive meetings then their membership may be terminated by decision of Council. 8. Members may resign from the Working Group by submitting a written resignation to the CEO.

	<p>9. In the event that a community representative resigns from the Working Group, or their membership is terminated, prior to the end of their term, then Council may appoint a replacement from other nominations received during the most recent nomination period.</p> <p>10. All members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.</p> <p>11. All members must commit to:</p> <ul style="list-style-type: none"> a) actively participating in and contributing to meetings in a constructive and objective manner; and b) reviewing any agenda or other material that may be provided prior to a meeting. <p>12. The Working Group has authority to second external individuals, on a voluntary basis, for their expert advice.</p>
Operating procedures:	<p>1. Presiding Member:</p> <ul style="list-style-type: none"> a) The members of the Working Group are to appoint a Councillor representative as Presiding Member at the first meeting of the Working Group. b) The Presiding Member will preside at all meetings. c) In the absence of the Presiding Member another Councillor representative is to be appointed by the Working Group members present to lead the meeting. d) The Presiding Member is responsible for the proper conduct of the Working Group. <p>2. Meetings:</p> <ul style="list-style-type: none"> a) The Working Group shall meet as required. When called, meetings will, in most cases, be held on the first or third Tuesday of the month prior to a Council Briefing Session or Ordinary Council Meeting. b) Meetings will primarily be held at the Shire's Gingin Administration Centre, but may be held at other venues as required, c) Working Group members will be given at least 72 hours' notice of a proposed meeting where possible. However, if convenient and necessary, impromptu meetings may be held on occasions when all Working Group members are able to attend. d) The Presiding Member shall ensure that minutes of all meetings are kept and that Working Group members are provided with a copy of such minutes. <p>3. Quorum:</p> <p>The quorum for a meeting shall be at least 50% of the number of endorsed members.</p> <p>4. Reporting:</p> <p>Outcomes from Working Group meetings will be the subject of a separate Officer's report on the agenda for the next meeting of the Guilderton Caravan Park and Foreshore Development Advisory Committee.</p>

	<p>6. Remuneration:</p> <p>Membership is voluntary and Working Group members will not be remunerated for their participation.</p>
Appointing legislation:	N/A
Delegated Authority:	The Working Group has no delegated power and has no authority to implement any recommendations without approval of Council, or to direct staff to expend funds or undertake any action or duties.

Version	Decision Reference	Synopsis

11.5 FINANCIAL REPORT AND INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED 30 JUNE 2021

File	FIN/23
Author	Les Crichton - Executive Manager Corporate & Community Services
Reporting Officer	Aaron Cook – Chief Executive Officer
Refer	Nil
Appendices	1. Financial Report and Independent Auditor's Report for the year ended 30 June 2021 [11.5.1 - 61 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the Financial Report and Independent Auditor's Report for the financial year ended 30 June 2021.

BACKGROUND

Regulation 16 of the *Local Government (Audit) Regulations 1996* specifies that a function of an Audit Committee is to guide and assist the local government in carrying out its functions under Part 6 of the *Local Government Act 1995* relating to financial management. In fulfilling this function, the Committee is to examine the audit and management reports provided by the external auditor, determine whether any matters raised in the reports require action to be taken by the local government, and then ensure that appropriate action is implemented.

Regulation 10 requires –

- (1) An auditor's report is to be forwarded to the persons specified in section 7.9(1) within 30 days of completing the audit.
- (2) The report is to give the auditor's opinion on –
 - (a) the financial position of the local government; and
 - (b) the results of the operations of the local government.
- (3) The report is to include –
 - (a) any material matters that in the opinion of the auditor indicate significant adverse trends in the financial position or the financial management practices of the local government; and

- (b) any matters indicating non-compliance with Part 6 of the Act, the *Local Government (Financial Management) Regulations 1996* or applicable financial controls in any other written law; and
- (c) details of whether information and explanations were obtained by the auditor; and
- (d) a report on the conduct of the audit; and
- (e) the opinion of the auditor as to whether or not the following financial ratios included in the annual financial report are supported by verifiable information and reasonable assumptions –
 - (i) the asset consumption ratio; and
 - (ii) the asset renewal funding ratio.

Where it is considered appropriate by the Auditor, the auditor is to prepare a Management Report to accompany the Auditor's Report, and in completing the audit, management is to provide a Representation Letter to Auditors.

The financial audit for the Shire of Gingin for the 2020/21 financial year has now been completed by the Office of the Auditor General with the Financial Report and Audit Completion Report presented to the Audit and Governance Committee (AGC) meeting held on the 27 June 2022.

A copy of the Financial Report and Independent Auditors Report for the year ended 30 June 2021 is included as **Appendix 11.5.1**.

COMMENT

It is pleasing to report that the Shire of Gingin has received an unqualified Audit Report in relation to the 2020/21 Financial Statements consistent with a fair presentation of the financial position of the Shire.

In recommending that Council receive the Financial Report and Independent Auditor's Report for the year ended 30 June 2021, the AGC considered the following matters noted by the Auditor together with management responses to those matters.

Audit Misstatements

The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial report taken as a whole. A summary of these uncorrected misstatements is listed below.

<i>Financial Statement Element</i>	<i>Reported balance \$</i>	<i>Actual balance \$</i>	<i>Variance \$</i>
<i>Trade and other payables</i>	<i>2,604,849</i>	<i>2,697,957</i>	<i>93,108</i>
<i>Materials and Contracts</i>	<i>5,281,647</i>	<i>5,374,755</i>	<i>93,108</i>
<i>Supplier invoices recorded in the incorrect period – unrecorded liabilities and expenses.</i>			

Management Comment

A system issue at the time was causing invoices to default to the transaction date rather than the invoice date. Due to the large number of transactions involved, management decided not to correct the transactions as the individual transactional impact was immaterial.

The system fix has been completed by the software providers.

Audit Findings

As set out in the Auditor's Management Letter

1. *Asset renewal ratio*
2. *Supplier masterfile amendments*
3. *Inadequate procurement practices*
4. *Long outstanding items on bank reconciliations*
5. *Unrecorded expenses at year end*
6. *Unsigned employee contract*

1. Asset Renewal Ratio

Finding: The Shire has not reported the Asset Renewal Funding Ratio for financial year ended 30 June 2021 in the annual financial report as required by regulation 50(1)(c) of the Local Government (Financial Management) Regulations 1996. This is due to lack of reliable information being available to calculate this ratio, that is the Long-Term Financial Plan and Asset Management Plan is not current and was last updated in 2016.

Rating: Significant

Implication: The financial report does not comply with regulation 50(1)(c) of the Local Government (Financial Management) Regulations 1996.

Recommendation: We recommend that the management prepares, and Council adopts a current Long Term Financial Plan and Asset Management Plan to ensure that the Shire's resources are planned to meet the strategic objectives, as well as managing the Shire's assets and long-term expenditure forecasts.

Management Comment

The Long-Term Financial Plan has been updated and endorsed by Council during the 2021/22 financial year. This provides the projected planned capital renewal over the next ten years.

A draft Asset Management Plan was prepared in April 2021 however management review revealed further testing of the integrity of the data underpinning the capital expenditure required over the next 10 years provided was required prior to acceptance for use in the ratio calculation. This review is currently ongoing and proposed to be completed by December 2022.

2. Supplier Masterfile Amendments

Finding: We noted that there was 1 instance out of a sample of 6 where a new supplier was added to the accounting system but the Application Form to Add/Update Creditor Details was not provided. We were therefore unable to determine whether key supplier information such as bank accounts details was verified with the supplier before updating the system.

Rating: Moderate

Implication: There is an increased risk that unauthorised changes are reflected in the supplier master files resulting in errors or funds being inappropriately transferred.

Recommendation: Management should ensure that employees consistently implement the internal controls to ensure that the appropriate new supplier vetting is undertaken.

Management Comment

The paperwork couldn't be found for this supplier payment, which meant auditors were unable to determine whether key supplier information had been verified by the supplier.

The Shire of Gingin has since implemented Altus Financials. As a result of this change, the process has been digitised and now when adding or changing supplier details on the system, the completed Application Form to Add/Update Creditor Details is attached to the supplier on the system and is approved by an approving officer.

There will be no issues with missing paperwork moving forward.

3. Inadequate Procurement Practices

Finding: We noted 8 purchase orders out of a sample of 67 purchases tested were made without approved purchase orders. 6 purchase orders were subsequently raised after the receipt of the supplier invoices. This is not in compliance with the Shire's Purchasing Policy.

We also noted 9 instances of purchases between 0 and \$6,000 out of a sample of 67 where verbal or written quotations were not documented on the purchasing documents as required by the Shire's Purchasing Policy as stated below:

Up to \$10,000 Purchase directly from a supplier using a Purchasing or Corporate Credit Card issued by the Shire, or obtain at least one (1) oral or written quotation from a suitable supplier, either from:

- an existing panel of pre-qualified suppliers administered by the Shire; or*
- a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or*
- from the open market.*

Rating: Moderate

Implication: Ordering goods and services without approved purchase orders increased the risk of fraud and inappropriate purchases being committed by the Shire.

If the process of procurement is not documented there is no evidence to corroborate that the Shire's policy has been adhered to.

Recommendation: Review the Shire's processes to ensure approved purchase orders are in place prior to ordering goods and services and that employees document verbal quotations as required.

Management Comment

We noted 8 purchase orders out of a sample of 67 purchases tested were made without approved purchase orders.

Now that we've moved to Altus Financials, the whole purchasing process has been digitised. For an invoice to be paid, there must be an accompanying approved purchase order in the system. It should be noted that there was a discrepancy between the Procedures Manual and the Policy Manual regarding purchases up to \$100 not requiring a purchase order. The Purchasing Policy will be updated to include this.

6 out of the 8 purchase orders were subsequently raised after the receipt of the supplier invoices. This is not in compliance with the Shire's Purchasing Policy.

In a recent release for Altus Financials there has been a system improvement whereby the date field when raising purchase orders can no longer be amended. All staff have been advised that no invoices will be paid that are attached to a post-dated purchase order.

There will be instances where outside staff raise manual purchase orders, and these are entered into the system by administration staff after the fact. The manual purchase orders are scanned into the system in support of the new purchase orders however these dates are unable to match and may be after the invoice date.

We also noted 9 instances of purchases between 0 and \$6,000 out of a sample of 67 where verbal or written quotations were not documented on the purchasing documents as required by the Shire's Purchasing Policy as stated below:

Up to \$10,000 Purchase directly from a supplier using a Purchasing or Corporate Credit Card issued by the Shire, or obtain at least one (1) oral or written quotation from a suitable supplier, either from:

- an existing panel of pre-qualified suppliers administered by the Shire; or*
- a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or*
- from the open market.*

Due to limitations of the new Altus Financials Suite, the Shire of Gingin was required to use Altus Purchasing instead of Altus Procurement (which we used previously). The difference is that Altus Procurement does not allow a purchasing officer to progress unless the Purchasing Policy is adhered to, whereas Altus Purchasing does not have the same built-in security, meaning these type of instances can occur.

The Altus Financials developers are working towards improving the compatibility of both Altus Financials and Altus Procurement to ensure we can commence using the software again in the near future. Until then, it is the responsibility of purchasing officers to ensure they are meeting compliance.

4. Long Outstanding Items on Bank Reconciliation

Finding: We inspected the bank reconciliation of the municipal bank account and noted a number of long outstanding reconciling items totalling \$2,011. These items were dated from August 2018 onwards.

Rating: Moderate

Implication: Long outstanding reconciling items past their expiry dates are reflected on bank reconciliations without any possibility of being honoured and thus affect the accuracy of the bank balance.

Recommendation: We recommend that the identification of stale cheques and long outstanding transactions for follow up be prioritised as part of the review of monthly bank reconciliations. Where cheques have become stale, we recommend the Shire to account for these according with the Unclaimed Monies Act 1990 and appropriate liabilities recognition.

Management Comment

After advising the Department of Treasury of unclaimed monies, the Department of Treasury would advertise the unclaimed funds and would require an organisation to hold those funds for a specific time to enable the payee to claim the funds from the organisation. If the funds were still unclaimed, the organisation was required to forward the funds to Treasury.

Now, at the end of each calendar year (i.e., as at 31 December) organisations must compile a notification of any unclaimed money they hold. Each year, the notification should be lodged with the Department of Treasury between January (preferred) and March, or as soon as possible thereafter.

After the unclaimed money records have been advertised publicly, Treasury will (as soon as is practicable after 31 July) email a payment advice to organisations.

Previously SynergySoft only had Trust or Reserve modules and not Bonds and Deposits. Only Public Open Space can be transferred to Trust, and Reserve funds are only to be used for a specific purpose and approved by Council. This meant funds would remain in the Municipal account as outstanding items until they were transferred to Treasury.

Finance staff are now able to transfer these funds to Bonds and Deposits in Altus Financials under Unclaimed Money.

5. Expenses not recorded in the correct period

Finding: We noted that a number of expenses incurred during the financial year was not recorded in the correct financial year due to the implementation of the new financial management software. The quantum of the error was \$93,108, this was not corrected by management at year end.

Rating: Moderate

Implication: The financial statements elements liabilities and expenses are understated by \$93,108 for the financial year ended 30 June 2021.

Recommendation: Management should ensure that the financial reporting process in relation to the above is reviewed and improved to ensure that all expenses are recorded in the correct period.

Management Comment

A system issue at the time was causing invoices to default to the transaction date rather than the invoice date. Due to the large number of transactions involved, management decided not to correct the transactions as the individual transactional impact was immaterial.

The system fix has been completed by software providers.

6. Employment Contracts

Finding: We noted that the employment contracts for 1 employee out of a sample of 27 employment contracts, was not signed by the employee.

Rating: Moderate

Implication: Ineffective management of employment contracts increase the risk of inappropriate appointments and potential future employment obligation disputes.

Recommendation: Management should ensure that all employment contracts are signed and retained appropriately. Re-establish and present copy of signed employment contracts noted in the finding for audit inspection.

Management Comment

There has been a change in HR & Payroll procedures whereby an employee is no longer registered on our payroll system (and can therefore, not commence work) until all employment information is received, including the signed contract.

Report on other Legal and Regulatory Requirements in the Auditor's Report

1. Matters indicating significant adverse trends in financial position

The Operating Surplus Ratio and Asset Sustainability Ratio as reported in Note 34 of the Annual Financial Report has been below the Department of Local Government, Sport, and Cultural Industries standard for the 2021, 2020 and 2019 financial years.

Management Comment

Concerns with respect to the Operating Surplus Ratio are not new, and this matter has been the subject of a significant amount of Council and industry discussion in the past.

Discussions with respect to options such as identifying alternative revenue sources (including increasing income from rates) or decreasing operating expenditure (reducing services) will continue as part of budget preparation, however this ratio will continue to be impacted by the mismatch of operating revenue funding non-operating expenditure.

Concerns with relation to the Asset Sustainability Ratio, particularly for the reporting period, reflect a significant expenditure on capital additions and upgrades relative to capital renewal. Both the Orange Springs Road upgrade and Gingin Outdoor Activity Space facility were major contributors to this shift.

2. **Matters indicating non-compliance with Part 6 of the *Local Government Act 1995*, the *Local Government (Financial Management) Regulations 1996*, or applicable financial controls of any other written law.**

The Shire has not reported the Asset Renewal Funding Ratio for the financial year ended 30 June 2021 in the annual financial report as required by section 50(1)(c) of the Local Government (Financial Management) Regulations 1996, as management has not updated the long-term financial plan and asset management plan since 2016.

Management Comment

The Long-Term Financial Plan has been updated and endorsed by Council during the 2021/22 financial year. This provides the projected planned capital renewal over the next ten years.

A draft Asset Management Plan was prepared in April 2021 however management review revealed further testing of the integrity of the data underpinning the capital expenditure required over the next 10 years provided was required prior to acceptance for use in the ratio calculation. This review is currently ongoing and proposed to be completed by December 2022.

3. **Emphasis of matter relating to joint operation arrangements with Department of Communities**
Emphasis of Matter – Restatement of comparative figures

I draw attention to Note 30 to the financial statements which states that the amounts reported in the previously issued 30 June 2020 Annual Financial Report have been restated and disclosed as comparatives in this Annual Financial Report. My opinion is not modified in respect of this matter.

Management Comment

As reported within the 'Significant Audit Focus' section of the Completion Report, the Shire incorrectly recognised the full value (rather than its portion of interest in the property) of the assets held under a joint operation agreement with the Department of Communities for the provision of aged housing when the asset revaluation was performed as at 30 June 2017.

According to the joint operation, the ownership of the assets are determined by an equity agreement which included the percentage of each parties' equitable interest. This resulted in a prior period error and restatement of comparative amounts.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 – Financial Management

Division 3 – Reporting on activities and finance

Part 7 – Audit

Division 1A – Audit Committee

Division 3 – Conduct of Audit

Division 4 - General

Local Government (Financial Management) Regulations 1996

Reg. 9 – Performance of Audit

Reg. 10 – Report by auditor

Reg. 16. Functions of audit committee

Department of Local Government Guideline No 8

Net Current Assets Used in the Annual Budget and the Annual Financial Report

Australian Accounting Standards Board Standards

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment
Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.4 Strategic & Sustainable Financial Planning - Undertake long-term resource planning and allocation in accordance with the Integrated Planning and Reporting Framework

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe

SECONDED: Councillor Johnson

That Council receive the Financial Report and Independent Auditor's Report for the year ended 30 June 2021 (as detailed in Appendix 11.5.1).

CARRIED UNANIMOUSLY

6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

**SHIRE OF GINGIN
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

TABLE OF CONTENTS

Statement by Chief Executive Officer	2
Statement of Comprehensive Income by Nature or Type	3
Statement of Comprehensive Income by Program	4
Statement of Financial Position	5
Statement of Changes in Equity	6
Statement of Cash Flows	7
Rate Setting Statement	8
Index of Notes to the Financial Report	9
Independent Auditor's Report	59

COMMUNITY VISION

"We are a welcoming and progressive community that celebrates its diversity and unique rural and coastal environment."

Principal place of business:
7 Brockman Street
GINGIN WA 6503

**SHIRE OF GINGIN
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CHIEF EXECUTIVE OFFICER

The attached financial report of the Shire of Gingin for the financial year ended 30 June 2021 is based on proper accounts and records to present fairly the financial position of the Shire of Gingin at 30 June 2021 and the results of the operations for the financial year then ended in accordance with the Local Government Act 1995 and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards.

Signed on the

27

day of

June

2022



Aaron Cook
Chief Executive Officer

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.5.1

**SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	2021 Actual \$	2021 Budget \$	2020 Restated Actual \$
Revenue				
Rates	26(a)	8,394,694	8,366,400	8,356,820
Operating grants, subsidies and contributions	2(a)	3,469,153	2,220,668	3,128,167
Fees and charges	2(a)	4,088,852	4,191,433	3,640,134
Interest earnings	2(a)	147,713	201,000	283,632
Other revenue	2(a)	677,181	108,993	495,538
		16,777,573	15,088,494	15,904,291
Expenses				
Employee costs		(5,856,207)	(6,178,914)	(6,172,389)
Materials and contracts		(5,281,648)	(5,247,321)	(5,140,455)
Utility charges		(434,451)	(432,884)	(432,684)
Depreciation on non-current assets	11(b)	(6,291,548)	(4,922,878)	(6,050,112)
Interest expenses	2(b)	(108,584)	(110,075)	(118,757)
Insurance expenses		(450,686)	(467,076)	(483,190)
Other expenditure	2(b)	(544,209)	(422,656)	(753,863)
		(18,967,333)	(17,781,804)	(19,151,430)
		(2,189,760)	(2,693,310)	(3,247,139)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Profit on asset disposals	11(a)	73,708	-	9,796
Loss on asset disposals	11(a)	(73,266)	-	(83,759)
Fair value adjustments to financial assets at fair value through profit or loss		2,586	-	1,153
		8,355,514	12,774,739	3,803,790
Net result for the period		6,165,754	10,081,429	556,651
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	13	12,638,926	-	-
Total other comprehensive income for the period		12,638,926	-	-
Total comprehensive income for the period		18,804,680	10,081,429	556,651

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



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**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.5.1

**SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	2021 Actual \$	2021 Budget \$	2020 Restated Actual \$
Revenue				
Governance		16,225	2,000	-
General purpose funding		10,376,030	9,500,914	10,560,353
Law, order, public safety		824,040	708,280	1,002,027
Health		377,219	723,500	450,101
Education and welfare		33,305	108,787	96,391
Housing		192,926	12,000	23,553
Community amenities		1,916,913	1,916,080	1,719,449
Recreation and culture		625,082	257,668	152,283
Transport		417,532	207,514	230,029
Economic services		1,686,491	1,428,851	1,170,585
Other property and services		311,810	223,100	499,520
		16,777,573	15,088,494	15,904,291
Expenses				
Governance		(1,819,099)	(1,160,411)	(1,261,085)
General purpose funding		(421,221)	(474,767)	(472,082)
Law, order, public safety		(2,236,597)	(1,794,849)	(2,177,016)
Health		(911,097)	(993,855)	(1,143,787)
Education and welfare		(250,013)	(226,486)	(243,448)
Housing		(41,752)	(41,645)	(66,437)
Community amenities		(1,086,078)	(3,146,395)	(2,841,159)
Recreation and culture		(2,192,808)	(3,784,908)	(3,716,756)
Transport		(6,584,526)	(4,060,146)	(5,766,691)
Economic services		(2,910,714)	(1,270,147)	(1,208,909)
Other property and services		(404,844)	(718,120)	(135,303)
		(18,858,749)	(17,671,729)	(19,032,673)
Finance Costs				
Health		(7,254)	(8,070)	(9,154)
Community amenities		(30,745)	(31,448)	(32,498)
Recreation and culture		(67,467)	(56,688)	(61,296)
Economic services		(1,963)	(2,345)	(2,977)
Other property and services		(1,155)	(11,524)	(12,832)
	2(b)	(108,584)	(110,075)	(118,757)
		(2,189,760)	(2,693,310)	(3,247,139)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Profit on disposal of assets	11(a)	73,706	-	9,796
Loss on disposal of assets	11(a)	(73,266)	-	(83,759)
Fair value adjustments to financial assets at fair value through profit or loss		2,586	-	1,153
		8,355,514	12,774,739	3,803,790
Net result for the period		6,165,754	10,081,429	556,651
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	13	12,638,926	-	-
Total other comprehensive income for the period		12,638,926	-	-
Total comprehensive income for the period		18,804,680	10,081,429	556,651

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



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**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.5.1

**SHIRE OF GINGIN
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2021**

	NOTE	2021 \$	Restated * 2020 \$	Restated * 1 July 2019 \$
CURRENT ASSETS				
Cash and cash equivalents	3	9,438,399	9,474,792	7,249,115
Trade and other receivables	6	2,875,974	1,994,404	1,894,751
Other financial assets	5(a)	7,977	13,165	13,819
Inventories	7	34,392	30,607	37,516
Other assets	8	17,785	18,542	17,173
TOTAL CURRENT ASSETS		12,374,527	11,531,510	9,212,374
NON-CURRENT ASSETS				
Trade and other receivables	6	142,800	141,279	128,487
Other financial assets	5(b)	90,830	96,221	102,820
Property, plant and equipment	9	50,366,413	40,714,803	41,569,158
Infrastructure	10	151,590,018	143,620,035	143,660,079
Right-of-use assets	12(a)	109,100	2,638	-
TOTAL NON-CURRENT ASSETS		202,299,161	184,574,776	185,460,544
TOTAL ASSETS		214,673,688	196,106,286	194,672,918
CURRENT LIABILITIES				
Trade and other payables	14	2,243,894	1,420,907	1,310,546
Contract liabilities	15	721,357	1,950,161	1,108,099
Lease liabilities	16(a)	24,023	2,330	-
Borrowings	17(a)	259,387	222,197	224,228
Employee related provisions	18	1,004,339	981,546	889,719
TOTAL CURRENT LIABILITIES		4,253,000	4,577,141	3,532,592
NON-CURRENT LIABILITIES				
Lease liabilities	16(a)	85,369	348	-
Borrowings	17(a)	1,843,185	1,767,829	1,977,186
Employee related provisions	18	66,223	139,737	98,560
TOTAL NON-CURRENT LIABILITIES		1,994,777	1,907,914	2,075,746
TOTAL LIABILITIES		6,247,777	6,485,055	5,608,338
NET ASSETS		208,425,911	189,621,231	189,064,580
EQUITY				
Retained surplus		46,559,741	41,293,202	41,997,798
Reserves - cash backed	4	6,452,425	5,553,210	4,291,963
Revaluation surplus	13	155,413,745	142,774,819	142,774,819
TOTAL EQUITY		208,425,911	189,621,231	189,064,580

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



**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.5.1

**SHIRE OF GINGIN
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	RETAINED SURPLUS \$	RESERVES CASH BACKED \$	REVALUATION SURPLUS \$	TOTAL EQUITY \$
Balance as at 1 July 2019		41,951,231	4,291,963	144,323,972	190,567,166
Correction of error	30	46,567	-	(1,549,153)	(1,502,586)
Restated balance at 1 July 2019		41,997,798	4,291,963	142,774,819	189,064,580
Comprehensive income					
Net result for the period (restated)		556,651	-	-	556,651
Total comprehensive income		556,651	-	-	556,651
Transfers from reserves	4	228,918	(228,918)	-	-
Transfers to reserves	4	(1,490,165)	1,490,165	-	-
Restated balance at 1 July 2020		41,293,202	5,553,210	142,774,819	189,621,231
Comprehensive income					
Net result for the period		6,165,754	-	-	6,165,754
Other comprehensive income	13	-	-	12,638,926	12,638,926
Total comprehensive income		6,165,754	-	12,638,926	18,804,680
Transfers from reserves	4	1,564,253	(1,564,253)	-	-
Transfers to reserves	4	(2,463,468)	2,463,468	-	-
Balance as at 30 June 2021		46,559,741	6,452,425	155,413,745	208,425,911

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



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| 6

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2021

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		8,696,678	8,366,400	8,378,102
Operating grants, subsidies and contributions		1,132,552	2,220,667	3,801,773
Fees and charges		4,095,639	4,191,433	3,640,134
Interest received		147,713	201,000	283,632
Goods and services tax received		-	-	453,950
Other revenue		677,161	108,993	495,538
		14,749,743	15,088,493	17,053,129
Payments				
Employee costs		(5,871,535)	(6,178,914)	(6,111,124)
Materials and contracts		(4,542,101)	(5,247,321)	(4,968,899)
Utility charges		(434,451)	(432,884)	(432,664)
Interest expenses		(108,584)	(110,075)	(118,757)
Insurance paid		(450,686)	(467,076)	(483,190)
Goods and services tax paid		(39,045)	-	(403,137)
Other expenditure		(544,209)	(422,655)	(753,863)
		(11,990,611)	(12,858,925)	(13,271,634)
Net cash provided by/ (used in) operating activities	19	2,759,132	2,229,568	3,781,495
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	9(a)	(1,909,436)	(6,582,668)	(1,061,150)
Payments for construction of infrastructure	10(a)	(9,593,537)	(12,062,667)	(4,436,865)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Proceeds from financial assets at amortised cost - self supporting loans		13,183	13,505	8,406
Proceeds from sale of property, plant & equipment	11(a)	253,274	253,545	301,500
Net cash provided by/ (used in) investment activities		(2,884,048)	(5,603,546)	(1,311,509)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	17(b)	(222,197)	(222,197)	(211,388)
Payments for principal portion of lease liabilities	16(b)	(24,023)	(7,580)	(32,921)
Proceeds from new borrowings	17(b)	334,743	527,000	-
Net cash provided by/ (used in) financing activities		88,523	297,223	(244,309)
Net increase (decrease) in cash held		(36,393)	(3,076,755)	2,225,677
Cash at beginning of year		9,474,792	9,424,688	7,249,115
Cash and cash equivalents at the end of the year	19	9,438,399	6,347,933	9,474,792

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



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| 7

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN RATE SETTING STATEMENT FOR THE YEAR ENDED 30 JUNE 2021

NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
OPERATING ACTIVITIES			
Net current assets at start of financial year - surplus/(deficit)	1,612,521	2,018,290	1,598,228
	1,612,521	2,018,290	1,598,228
Revenue from operating activities (excluding rates)			
Governance	16,225	2,000	-
General purpose funding	1,886,533	1,134,514	2,069,103
Law, order, public safety	824,040	708,280	1,005,764
Health	377,219	723,500	450,101
Education and welfare	33,305	108,787	96,391
Housing	192,926	12,000	23,553
Community amenities	1,916,913	1,916,080	1,719,449
Recreation and culture	625,082	257,668	152,283
Transport	491,129	207,514	236,088
Economic services	1,686,491	1,428,651	1,170,585
Other property and services	314,505	223,100	500,673
	8,464,368	6,722,094	7,423,990
Expenditure from operating activities			
Governance	(1,819,099)	(1,180,411)	(1,261,085)
General purpose funding	(421,221)	(474,767)	(472,082)
Law, order, public safety	(2,236,597)	(1,794,849)	(2,177,016)
Health	(918,351)	(1,001,925)	(1,157,275)
Education and welfare	(250,013)	(226,486)	(243,448)
Housing	(41,752)	(41,845)	(66,437)
Community amenities	(1,119,366)	(3,177,843)	(2,873,657)
Recreation and culture	(2,280,275)	(3,841,596)	(3,778,642)
Transport	(6,655,249)	(4,060,146)	(5,787,757)
Economic services	(2,912,677)	(1,272,492)	(1,213,795)
Other property and services	(405,999)	(729,844)	(203,995)
	(19,040,598)	(17,781,804)	(19,235,189)
Non-cash amounts excluded from operating activities	27(a) 6,213,487	4,922,878	6,151,307
Amount attributable to operating activities	(2,750,223)	(4,118,542)	(4,061,664)
INVESTING ACTIVITIES			
Non-operating grants, subsidies and contributions	2(a) 8,352,488	12,774,739	3,876,600
Proceeds from disposal of assets	11(a) 253,274	253,545	301,500
Proceeds from financial assets at amortised cost - self supporting loans	13,165	13,505	8,406
Purchase of property, plant and equipment	9(a) (1,909,436)	(6,582,668)	(1,061,150)
Purchase and construction of infrastructure	10(a) (9,593,537)	(12,062,667)	(4,436,865)
Amount attributable to investing activities	(2,884,046)	(5,603,546)	(1,311,509)
FINANCING ACTIVITIES			
Repayment of borrowings	17(b) (222,197)	(222,197)	(211,388)
Proceeds from borrowings	17(c) 334,743	527,000	-
Payments for principal portion of lease liabilities	16(b) (24,023)	(7,580)	(32,921)
Transfers to reserves (restricted assets)	4 (2,463,468)	(47,013)	(1,490,165)
Transfers from reserves (restricted assets)	4 1,564,253	564,701	228,918
Transfer to Restricted Cash	-	553,641	-
Transfer from Restricted Cash	-	(12,864)	-
Amount attributable to financing activities	(810,692)	1,355,688	(1,505,556)
Surplus/(deficit) before imposition of general rates	(6,444,963)	(8,366,400)	(6,878,729)
Total amount raised from general rates	26(a) 8,389,497	8,386,400	8,491,250
Surplus/(deficit) after imposition of general rates	27(b) 1,944,534	-	1,612,521

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



BUTLER SETTINGER

18

**SHIRE OF GINGIN
INDEX OF NOTES TO THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

Note 1	Basis of Preparation	10
Note 2	Revenue and Expenses	11
Note 3	Cash and Cash Equivalents	16
Note 4	Reserves - Cash Backed	17
Note 5	Other Financial Assets	19
Note 6	Trade and Other Receivables	20
Note 7	Inventories	21
Note 8	Other Assets	22
Note 9	Property, Plant and Equipment	23
Note 10	Infrastructure	25
Note 11	Fixed Assets	27
Note 12	Leases	30
Note 13	Revaluation Surplus	31
Note 14	Trade and Other Payables	32
Note 15	Contract Liabilities	33
Note 16	Lease Liabilities	34
Note 17	Information on Borrowings	35
Note 18	Employee Related Provisions	37
Note 19	Notes to the Statement of Cash Flows	38
Note 20	Total Assets Classified by Function and Activity	39
Note 21	Contingent Liabilities	40
Note 22	Commitments	41
Note 23	Elected Members Remuneration	42
Note 24	Related Party Transactions	44
Note 25	Joint Arrangements	45
Note 26	Rating Information	46
Note 27	Rate Setting Statement Information	49
Note 28	Financial Risk Management	50
Note 29	Events occurring after the end of the Reporting Period	53
Note 30	Correction of error	54
Note 31	Trust Funds	55
Note 32	Other Significant Accounting Policies	56
Note 33	Activities/Programs	57
Note 34	Financial Ratios	58

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

1. BASIS OF PREPARATION

The financial report comprises general purpose financial statements which have 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. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is 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 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.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 31 to these financial statements.

INITIAL APPLICATION OF ACCOUNTING STANDARDS

During the current year, the Shire adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were applicable to its operations. These were:

- AASB 1059 *Service Concession Arrangements: Grantors*
- AASB 2018-7 *Amendments to Australian Accounting Standards - Definition of Materiality*

The adoption of these standards had no material impact on the financial report.

NEW ACCOUNTING STANDARDS FOR APPLICATION IN FUTURE YEARS

The following new accounting standards will have application to local government in future years:

- AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current*
- AASB 2020-3 *Amendments to Australian Accounting Standards - Annual Improvements 2018-2020 and Other Amendments*
- AASB 2021-2 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies or Definition of Accounting Estimates*

It is not expected these standards will have an impact on the financial report.

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 that are 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 that are not readily apparent from other sources. Actual results may differ from these estimates.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

2. REVENUE AND EXPENSES

(a) Grant revenue

Grants, subsidies and contributions are included as both operating and non-operating revenues in the Statement of Comprehensive Income:

Operating grants, subsidies and contributions

Governance
General purpose funding
Law, order, public safety
Health
Education and welfare
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

Non-operating grants, subsidies and contributions

Law, order, public safety
Education and welfare
Community amenities
Recreation and culture
Transport

Total grants, subsidies and contributions

Fees and charges

General purpose funding
Law, order, public safety
Health
Education and welfare
Housing
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

There were no changes to the amounts of fees or charges detailed in the original budget.

SIGNIFICANT ACCOUNTING POLICIES

Grants, subsidies and contributions

Operating grants, subsidies and contributions are grants, subsidies or contributions that are not non-operating in nature.

Non-operating grants, subsidies and contributions are amounts received for the acquisition or construction of recognisable non-financial assets to be controlled by the Shire.

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Operating grants, subsidies and contributions			
Governance	18,225	2,000	-
General purpose funding	1,780,668	958,033	1,792,586
Law, order, public safety	708,822	489,668	772,089
Health	1,060	-	54,503
Education and welfare	20,877	5,000	680
Community amenities	185,098	300,702	128,399
Recreation and culture	506,481	164,751	58,912
Transport	215,630	207,514	218,548
Economic services	11,340	-	1,000
Other property and services	43,152	95,000	103,440
	3,489,153	2,220,668	3,128,167
Non-operating grants, subsidies and contributions			
Law, order, public safety	809,256	4,051,500	-
Education and welfare	-	2,000	-
Community amenities	-	-	27,375
Recreation and culture	378,113	1,372,862	-
Transport	7,164,119	7,348,377	3,949,225
	8,352,488	12,774,739	3,976,600
Total grants, subsidies and contributions	11,821,641	14,995,407	7,004,767
Fees and charges			
General purpose funding	2,820	-	19,630
Law, order, public safety	86,890	193,650	201,632
Health	262,478	723,000	394,970
Education and welfare	10,030	103,787	95,711
Housing	111,969	12,000	23,553
Community amenities	1,688,621	1,815,378	1,595,935
Recreation and culture	107,803	92,917	92,477
Transport	125,327	-	55
Economic services	1,617,028	1,428,651	1,191,116
Other property and services	55,886	22,050	25,055
	4,088,852	4,191,433	3,640,134

Fees and Charges

Revenue (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.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
Contracts with customers and transfers for recognisable non-financial assets				
Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire was recognised during the year for the following nature or types of goods or services:				
Operating grants, subsidies and contributions		-	-	1,183,804
Fees and charges		4,088,852	4,191,433	3,640,134
Other revenue		410,650	108,993	287,655
Non-operating grants, subsidies and contributions		8,352,488	12,774,739	3,878,600
		<u>12,851,990</u>	<u>17,075,165</u>	<u>8,988,193</u>
 Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire is comprised of:				
Revenue from contracts with customers included as a contract liability at the start of the period		1,950,161	-	1,108,099
Revenue from contracts with customers recognised during the year		2,549,341	4,300,426	4,003,494
Revenue from transfers intended for acquiring or constructing recognisable non financial assets during the year		8,352,488	12,774,739	3,878,600
		<u>12,851,990</u>	<u>17,075,165</u>	<u>8,988,193</u>
 Information about receivables, contract assets and contract liabilities from contracts with customers along with financial assets and associated liabilities arising from transfers to enable the acquisition or construction of recognisable non financial assets is:				
Trade and other receivables from contracts with customers	8	1,727,668		487,641
Contract liabilities from contracts with customers	15	(721,357)		(1,950,161)

Impairment of assets associated with contracts with customers are detailed at note 2 (b) under 'Other expenditure'.
Contract liabilities for contracts with customers primarily relate to grants with performance obligations received in advance, for which revenue is recognised over time as the performance obligations are met.
Information is not provided about remaining performance obligations for contracts with customers that had an original expected duration of one year or less.
Consideration from contracts with customers is included in the transaction price.
Performance obligations in relation to contract liabilities from transfers for recognisable non financial assets are satisfied as project milestones are met or completion of construction or acquisition of the asset. All associated performance obligations are expected to be met over the next 12 months.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Revenue from statutory requirements

Revenue from statutory requirements was recognised during the year for the following nature or types of goods or services:

General rates

NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
26(a)	8,389,497	8,361,400	8,351,893
	8,389,497	8,361,400	8,351,893
Other revenue			
Reimbursements and recoveries	268,511	-	207,883
Other	410,650	108,993	287,655
	677,161	108,993	495,538
Interest earnings			
Financial assets at amortised cost - self supporting loans	451	-	498
Interest on reserve funds	20,418	30,000	48,183
Rates instalment and penalty interest (refer Note 26(c))	123,328	141,000	186,378
Other interest earnings	3,516	30,000	48,573
	147,713	201,000	283,632

SIGNIFICANT ACCOUNTING POLICIES

Interest earnings

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

Interest earnings (continued)

Interest income is presented as interest earnings where it is earned from financial assets that are held for cash management purposes.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

2. REVENUE AND EXPENSES (Continued)

(b) Expenses

	Note	2021 Actual \$	2021 Budget \$	2020 Actual \$
Auditors remuneration				
- Audit of the Annual Financial Report		18,754	62,200	31,684
- Other services		3,350	2,800	8,604
* Audit fee for the Annual Report 2021 \$27,000 and \$1,800 for Other Services certifications.		22,104	65,000	40,488
Interest expenses (finance costs)				
Borrowings	17(b)	107,538	110,075	118,316
Lease liabilities	16(b)	1,046	-	441
		108,584	110,075	118,757
Other expenditure				
Impairment loss on trade and other receivables from contracts with customers		10,954	-	4,167
Sundry expenses		533,255	422,655	749,666
		544,209	422,656	753,863

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES

REVENUE RECOGNITION POLICY

Recognition of revenue is dependent on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Rates - general or differential rates	General or differential rates	Over time	Payment dates adopted by Council during the year	None	Adopted by Council annually	When Taxable event occurs	Not applicable	When rates notice issued
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligation	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the funding body	Based on the progress of works to match performance obligation	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations
Grants, subsidies or contributions with no contractual commitments	General appropriations and contributions with no reciprocal commitment	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Fees and charges - licences, registrations, approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment of the licence, registration or approval
Fees and charges - pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annual fee	None	Set by State legislation	Apportioned equally across the inspection cycle	No refunds	After inspection completion based on 4 year cycle
Fees and charges - other inspections	Regulatory food, health and safety	Single point in time	Full payment prior to inspection	None	Set by State legislation or limited by legislation to the cost of provision	Applied fully on timing of inspection	Not applicable	Revenue recognised after inspection event occurs
Fees and charges - waste management collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	Adopted by Council annually	Apportioned equally across the collection period	Not applicable	Output method based on regular weekly and fortnightly period as proportionate to collection service
Fees and charges - waste management entry fees	Waste treatment, recycling and disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit payment	None	Adopted by Council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Fees and charges - property hire and entry	Use of halls and facilities	Single point in time	Bond payable full in advance, hire payable post hire	If terms are met bond is refundable	Adopted by Council annually	Based on timing of entry to facility	Returns limited to repayment of transaction	On entry or at conclusion of hire
Fees and charges - memberships	Pool passes	Over time	Payment in full in advance	Refund for unused portion on application	Adopted by Council annually	Apportioned equally across the access period	Returns limited to repayment of transaction	Output method over 12 months matched to access rights
Fees and charges for other goods and services	Cemetery services, library services, reinstatement and private works	Single point in time	Payment in full in advance	None	Adopted by Council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Fees and charges - Caravan Park Accommodation	Accommodation	Over time	Deposit payable full in advance	Deposit in non-refundable. Pre-paid fees refundable if conditions are met	Adopted by Council annually	Applied fully based on timing of provision	Returns limited to repayment of transaction	On entry or at conclusion of hire
Fees and charges - sale of stock	Kiosk and history books	Single point in time	In full in advance	None	Adopted by Council annually	Applied fully based on timing of provision	Not applicable	Output method based on goods
Fees and charges - fines	Fines issued for breaches of local laws	Single point in time	Payment in full within defined time	None	Adopted by Council through local law	When taxable event occurs	Not applicable	When fine notice is issued
Other revenue - commissions	Commissions on licencing and ticket sales	Over time	Payment in full on sale	None	Set by mutual agreement with the customer	On receipt of funds	Not applicable	When assets are controlled
Other revenue - reimbursements	Insurance claims	Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with customer	When claim is agreed	Not applicable	When claim is agreed

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

3. CASH AND CASH EQUIVALENTS

	NOTE	2021 \$	2020 \$
Cash at bank and on hand		9,438,399	9,474,792
Total cash and cash equivalents		9,438,399	9,474,792

Restrictions

The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:

Cash and cash equivalents		7,764,622	8,026,737
		7,764,622	8,026,737

The restricted assets are a result of the following specific purposes to which the assets may be used:

Reserves - cash backed	4	6,452,425	5,553,210
Contract liabilities from contracts with customers	15	721,357	1,950,161
Bonds & deposits held	14	590,840	523,366
Total restricted assets		7,764,622	8,026,737

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

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.

Restricted assets

Restricted asset balances are not available for general use by the Shire due to externally imposed restrictions. Externally imposed restrictions are specified in an agreement, contract or legislation. This applies to reserves, unspent grants, subsidies and contributions and unspent loans that have not been fully expended in the manner specified by the contributor, legislation or loan agreement.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

4. RESERVES - CASH BACKED

	2021 Actual Opening Balance	2021 Actual Transfer to	2021 Actual Transfer (from)	2021 Actual Closing Balance	2021 Budget Opening Balance	2021 Budget Transfer to	2021 Budget Transfer (from)	2021 Budget Closing Balance	2020 Actual Opening Balance	2020 Actual Transfer to	2020 Actual Transfer (from)	2020 Actual Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 LSL Annual Sick Leave and Staff Contingency	428,450	1,220	-	429,670	421,450	2,912	-	424,362	423,550	4,900	-	428,450
2 Office Equipment Reserve	2,936	8	(2,944)	-	9,936	69	-	10,005	2,903	33	-	2,936
3 Plant and Equipment Reserve	1,832,540	505,698	(745,085)	1,593,153	1,832,540	8,985	(157,638)	1,683,887	1,285,433	761,846	(214,538)	1,832,540
5 Land and Buildings Reserve	1,103,623	3,144	(190,661)	916,106	1,103,624	4,876	(137,960)	970,540	711,861	392,062	-	1,103,923
6 Guilderton Camvan Park Reserve	35,587	101	(1,670)	34,018	35,587	246	-	35,833	35,187	400	-	35,587
7 Shire Recreation Development Reserve	74,922	213	-	75,135	74,922	516	(50,000)	25,440	74,052	830	-	74,922
8 Radfield Park Reserve	31,380	89	-	31,469	31,379	217	-	31,596	31,032	348	-	31,380
9 Ocean Farm Recreation Reserve	31,072	89	-	31,161	31,072	216	-	31,287	30,728	344	-	31,072
10 Tip Rationalisation Reserve	1,293,668	312,519	-	1,606,186	1,102,486	24,634	(10,000)	1,117,120	1,090,292	203,376	-	1,293,668
11 Lancelin Community Sport and Recreation Reserve	79,513	19,126	-	98,639	79,513	425	-	79,938	60,768	18,745	-	79,513
13 Community Infrastructure Reserve	2,124	13,606	-	15,730	2,125	15	-	2,140	2,096	28	-	2,124
14 Staff Housing	33,464	95	-	33,559	33,464	231	-	33,695	33,093	371	-	33,464
15 Future Infrastructure Reserve	589,137	39,806	(61,103)	567,840	589,137	3,507	(209,103)	383,541	501,828	101,688	(14,379)	588,137
16 Guilderton Country Club Reserve	14,494	4,683	-	19,177	14,494	63	-	14,557	9,000	5,494	-	14,494
17 Coastal Management Reserve - Coastal Inundation	-	192,391	-	192,391	-	-	-	-	-	-	-	-
18 Guilderton Foreshore Reserve	-	29,895	(29,895)	-	-	-	-	-	-	-	-	-
19 Unspent Grants Reserve - DFES Grant	-	8,699	(8,699)	-	-	-	-	-	-	-	-	-
20 Unspent Grants Reserve - Youth Services Website Grant	-	5,014	-	5,014	-	-	-	-	-	-	-	-
21 Seniors Housing Reserve	-	81,188	-	81,188	-	-	-	-	-	-	-	-
22 Gingin Railway Station Reserve	-	5,747	-	5,747	-	-	-	-	-	-	-	-
23 Subdivisions Reserve - Battle-Axe LA3 & LA90	-	2,847	(2,847)	-	-	-	-	-	-	-	-	-
24 Contributions to Roads Reserve - Cullulla Road Intersection	-	45,128	-	45,128	-	-	-	-	-	-	-	-
25 Subdivisions Reserve - Edgar Subdivision	-	2,758	(2,758)	-	-	-	-	-	-	-	-	-
26 Subdivisions Reserve - Pines - Lot 30 Hopkins Street Planning Conditions	-	23,088	(23,088)	-	-	-	-	-	-	-	-	-
27 Subdivisions Reserve - Donaldson Subdivision	-	2,507	(2,507)	-	-	-	-	-	-	-	-	-
28 Contribution to Roads Reserve - Cowalla Road Intersection	-	16,046	-	16,046	-	-	-	-	-	-	-	-
29 Contribution to Roads Reserve - Chitna Road	-	3,009	-	3,009	-	-	-	-	-	-	-	-
30 Subdivisions Reserve - Harris M Subdivision	-	1,284	(1,284)	-	-	-	-	-	-	-	-	-
31 Contribution to Roads Reserve - Balance of Muni Funds	-	980,111	(487,303)	492,808	-	-	-	-	-	-	-	-
32 Community Infrastructure Reserve - Lower Coastal Fire Control	-	25,268	-	25,268	-	-	-	-	-	-	-	-
33 Community Infrastructure Reserve - Gingin Logo Plates	-	8,030	-	8,030	-	-	-	-	-	-	-	-
34 Community Infrastructure Reserve - Gingin Ambulance	-	42,120	-	42,120	-	-	-	-	-	-	-	-
35 Community Infrastructure Reserve - Concept Plan for Granville Park Gingin	-	2,859	(2,859)	-	-	-	-	-	-	-	-	-
36 Community Infrastructure Reserve - Lancelin Ambulance	-	12,937	-	12,937	-	-	-	-	-	-	-	-
37 Coastal Management Reserve - BEN Signs	-	21,772	(21,772)	-	-	-	-	-	-	-	-	-
Subdivision Reserve - Malise Lane Subdivision Contribution towards DUP	-	-	-	-	-	-	-	-	-	-	-	-
38 Cheriton Rd to Brockman St	-	14,672	-	14,672	-	-	-	-	-	-	-	-
40 Public Open Space Reserve	-	26,050	-	26,050	-	-	-	-	-	-	-	-
41 Guilderton Trailer Parking Reserve	-	29,895	-	29,895.00	-	-	-	-	-	-	-	-
	5,553,210	2,463,468	(1,564,253)	6,452,425	5,362,029	47,013	(564,701)	4,844,341	4,291,963	1,490,165	(228,918)	5,553,210

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

4. RESERVES - CASH BACKED (Continued)

All reserves are supported by cash and cash equivalents and are restricted within equity as Reserves - cash backed.

In accordance with Council resolutions or adopted budget in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

Name of Reserve	Anticipated date of use	Purpose of the reserve
1 LSL, Annual, Sick Leave and Staff Contingency	As required	Used to fund annual leave, long service leave, sick leave, redundancy/retirement and staff contingency.
2 Office Equipment Reserve	As required	Used for the acquisition and/or replacement of major items of office equipment (including computer systems).
3 Plant and Equipment Reserve	As required	Used for the purchase of major plant and equipment.
5 Land and Buildings Reserve	As required	Used for the replacement and/or acquisition of land and buildings.
6 Guilderton Caravan Park Reserve	As required	Used for the development of Guilderton Caravan Park facilities.
7 Shire Recreation Development Reserve	As required	Used for the development of Shire Recreation facilities.
8 Redfield Park Reserve	As required	Used for the development of Public Open Space within the Redfield Park subdivision.
9 Ocean Farm Recreation Reserve	As required	Used for the development of recreation and community facilities with the Ocean Farm subdivision.
10 Tip Rationalisation Reserve	As required	Used for rationalisation of rubbish tip facilities within the Shire.
11 Lancelin Community Sport and Recreation Reserve	As required	Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon request from the club, and approval from Council.
13 Community Infrastructure Reserve	As required	Used to assist in financing of community facilities.
14 Staff Housing	As required	To be used to fund Staff housing infrastructure additions and/or replacement.
15 Future Infrastructure Reserve	As required	To be used to fund future infrastructure construction, purchase, additions and/or renewals.
16 Guilderton Country Club Reserve	As required	To be used to fund the development of the Guilderton Country Club and are to be spent upon request from the Club, and approval from Council.
17 Coastal Management Reserve - Coastal Inundation	As required	For the purpose of funding coastal erosion mitigation and inundation works.
18 Guilderton Foreshore Reserve	As required	For the purpose of upgrading facilities and amenity within the Guilderton foreshore area.
19 Unspent Grants Reserve - DFES Grant	As required	For the purpose of isolating grant funds received and not used during a financial period.
20 Unspent Grants Reserve - Youth Services Website Grant	As required	For the purpose of isolating grant funds received and not used during a financial period.
21 Seniors Housing Reserve	As required	For the purpose of repairs, improvements, extensions or construction of seniors housing.
22 Gingin Railway Station Reserve	As required	For the purpose of improving and maintaining the Gingin Railway Station.
23 Subdivisions Reserve - Battle-Axe LA3 & LA90	As required	For the purpose of isolating subdivision monies intended for future works.
24 Contributions to Roads Reserve - Cullialla Road Intersection	As required	For the purpose of funding future road works.
25 Subdivisions Reserve - Edgar Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
26 Subdivisions Reserve - Price - Lot 30 Hopkins Street Planning Conditions	As required	For the purpose of isolating subdivision monies intended for future works.
27 Subdivisions Reserve - Donaldson Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
28 Contribution to Roads Reserve - Cowalla Road Intersection	As required	For the purpose of funding future road works.
29 Contribution to Roads Reserve - China Road	As required	For the purpose of funding future road works.
30 Subdivisions Reserve - Hams M Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
31 Contribution to Roads Reserve - Balance of Muna Funds	As required	For the purpose of funding future road works.
32 Community Infrastructure Reserve - Lower Coastal Fire Control	As required	Used to assist in the financing of community facilities.
33 Community Infrastructure Reserve - Gingin Logo Plates	As required	Used to assist in the financing of community facilities.
34 Community Infrastructure Reserve - Gingin Ambulance	As required	Used to assist in the financing of community facilities.
35 Community Infrastructure Reserve - Concept Plan for Granville Park Gingin	As required	Used to assist in the financing of community facilities.
36 Community Infrastructure Reserve - Lancelin Ambulance	As required	Used to assist in the financing of community facilities.
37 Coastal Management Reserve - BEN Signs	As required	For the purpose of funding coastal erosion mitigation and inundation works.
38 Subdivision Reserve - Millers Lane Subdivision Contribution towards DUP	As required	For the purpose of isolating subdivision monies intended for future works.
40 Public Open Space Reserve	As required	For the purpose of funding development of public open space.
41 Guilderton Trailer Parking Reserve	As required	For the purpose of future trailer park bay maintenance at Guilderton Foreshore.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

5. OTHER FINANCIAL ASSETS

(a) Current assets

Financial assets at amortised cost

Other financial assets at amortised cost

Loan Advances to Community Groups

Self supporting loans

(b) Non-current assets

Financial assets at fair value from profit and loss

Financial assets through amortised cost

Financial assets at amortised cost

Self supporting loans

Loan advances

Financial assets at fair value through profit and loss

Units in Local Government House Trust

	2021	2020
	\$	\$
Financial assets at amortised cost	7,977	13,165
	7,977	13,165
Other financial assets at amortised cost		
Loan Advances to Community Groups	5,748	10,982
Self supporting loans	2,229	2,183
	7,977	13,165
Financial assets at fair value from profit and loss	73,807	71,221
Financial assets through amortised cost	17,023	25,000
	90,830	96,221
Financial assets at amortised cost		
Self supporting loans	17,023	19,252
Loan advances	-	5,748
	17,023	25,000
Financial assets at fair value through profit and loss		
Units in Local Government House Trust	73,807	71,221
	73,807	71,221

Loans receivable from clubs/institutions have the same terms and conditions as the related borrowing disclosed in Note 17(b) as self supporting loans.

SIGNIFICANT ACCOUNTING POLICIES

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.

Financial assets at fair value through profit and loss

The Shire classifies the following financial assets at fair value through profit and loss.

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income.
- equity investments which the Shire has not elected to recognise fair value gains and losses through other comprehensive income.

Impairment and risk

Information regarding impairment and exposure to risk can be found at Note 28.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

6. TRADE AND OTHER RECEIVABLES

Current

Rates receivable
Trade and other receivables
GST receivable
Allowance for impairment of receivables
Legal Costs - recovery of rates
Rubbish Fees

Non-current

Pensioner's rates and ESL deferred

2021	2020
\$	\$
817,748	1,076,233
1,727,866	497,941
39,045	-
(10,954)	(4,167)
245,514	347,332
56,955	77,065
2,875,974	1,994,404
142,800	141,279
142,800	141,279

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables

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 uncollectible 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.

Impairment and risk exposure

Information about the impairment of trade receivables and their exposure to credit risk and interest rate risk can be found in Note 28.

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Classification and subsequent measurement

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

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

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

7. INVENTORIES

Current

Fuel and materials
History books

The following movements in inventories occurred during the year:

Balance at beginning of year

Inventories expensed during the year
Write down of inventories to net realisable value
Additions to inventory
Balance at end of year

	2021	2020
	\$	\$
	16,227	19,561
	18,165	11,046
	34,392	30,607
	30,607	37,516
	(5,824)	(9,374)
	2,490	(2,678)
	7,119	5,143
	34,392	30,607

SIGNIFICANT ACCOUNTING POLICIES

General

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.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

8. OTHER ASSETS

Other assets - current

Prepayments

2021	2020
\$	\$
17,785	18,542
17,785	18,542

SIGNIFICANT ACCOUNTING POLICIES

Other current assets

Other non-financial assets include prepayments which represent payments in advance of receipt of goods or services or that part of expenditure made in one accounting period covering a term extending beyond that period.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

9. PROPERTY, PLANT AND EQUIPMENT

(a) Movements in Balances

Movement in the balances of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land	Buildings - non- specialised	Buildings - specialised	Total land and buildings owned	Land and buildings works in progress	Total land and buildings	Furniture and equipment	Plant and equipment	Tools	Total property, plant and equipment
	\$	\$	\$	\$		\$	\$	\$	\$	\$
Gross balance at 1 July 2019	12,978,909	1,681,830	22,829,349	37,490,088	-	37,490,088	343,462	7,265,993	12,900	45,112,443
Accumulated depreciation at 1 July 2019	-	(84,657)	(1,214,358)	(1,298,915)	-	(1,298,915)	(104,683)	(2,132,480)	(7,207)	(3,543,285)
Balance at 1 July 2019	12,978,909	1,597,273	21,614,991	36,191,173	-	36,191,173	238,779	5,133,513	5,693	41,569,158
Additions	-	6,290	415,993	422,283	-	422,283	-	638,867	-	1,061,150
Disposals	(147,000)	-	(57,951)	(204,951)	-	(204,951)	-	(169,922)	-	(374,873)
Depreciation (expense)	-	(53,162)	(763,798)	(816,960)	-	(816,960)	(42,886)	(679,959)	(1,027)	(1,540,832)
Balance at 30 June 2020	12,831,909	1,550,401	21,209,235	35,591,545	-	35,591,545	195,893	4,922,499	4,666	40,714,603
Comprises:										
Gross balance at 30 June 2020	12,831,909	1,688,119	23,177,743	37,697,771	-	37,697,771	343,462	7,570,224	12,900	45,624,357
Accumulated depreciation at 30 June 2020	-	(137,718)	(1,968,508)	(2,106,226)	-	(2,106,226)	(147,569)	(2,647,725)	(8,234)	(4,909,754)
Balance at 30 June 2020	12,831,909	1,550,401	21,209,235	35,591,545	-	35,591,545	195,893	4,922,499	4,666	40,714,603
Additions	25,000	875	545,913	571,788	418,921	990,709	-	918,727	-	1,909,436
Disposals	-	-	-	-	-	-	-	(252,833)	-	(252,833)
Revaluation increments / (decrements) transferred to revaluation surplus	(47,807)	214,843	8,839,215	9,006,251	-	9,006,251	-	-	-	9,006,251
Depreciation (expense)	-	(52,419)	(775,543)	(827,962)	-	(827,962)	(38,375)	(667,481)	(1,026)	(1,534,844)
Transfers	-	-	523,800	523,800	-	523,800	-	-	-	523,800
Balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	157,518	4,920,912	3,640	50,366,413
Comprises:										
Gross balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	343,462	8,073,739	12,900	53,714,444
Accumulated depreciation at 30 June 2021	-	-	-	-	-	-	(185,944)	(3,152,827)	(9,260)	(3,348,031)
Balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	157,518	4,920,912	3,640	50,366,413

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

9. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Land and buildings					
Land - freehold land	2	Market approach using recent observable market data for similar properties	Independent registered valuers	June 2021	Price per hectare
Buildings - non-specialised	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Buildings - specialised	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition, residual values and remaining useful life assessments inputs
(ii) Cost					
Furniture and equipment	3	Cost model	N/A	June 2016	Purchase costs
Plant and equipment	3	Cost model	N/A	June 2016	Purchase costs

Following a change to Local Government (Financial Management) Regulation 17A, plant and equipment type assets (being plant and equipment and furniture and equipment) are to be measured under the cost model, rather than at fair value. This change was effective from 1 July 2019 and represented a change in accounting policy. Revaluations carried out previously were not reversed as it was deemed fair value approximated cost at the date of change.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

10. INFRASTRUCTURE

(a) Movements in Balances

Movement in the balances of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - roads	Infrastructure - footpaths	Infrastructure - parks & ovals	Infrastructure - other	Infrastructure - bridges	Total Infrastructure
	\$	\$	\$	\$	\$	\$
Gross balance at 1 July 2019	125,265,399	277,995	13,496,413	6,801,172	2,585,268	148,426,247
Accumulated depreciation at 1 July 2019	(2,714,693)	(11,120)	(762,995)	(1,161,068)	(116,292)	(4,766,168)
Balance at 1 July 2019	122,550,706	266,875	12,733,418	5,640,104	2,468,976	143,660,079
Additions	4,322,545	8,806	139,805	(34,291)	-	4,436,865
Disposals	-	-	-	(590)	-	(590)
Depreciation (expense)	(2,982,342)	(11,027)	(785,316)	(572,298)	(125,336)	(4,476,319)
Balance at 30 June 2020	123,890,909	264,654	12,087,907	5,032,925	2,343,640	143,620,035
Comprises:						
Gross balance at 30 June 2020	129,587,944	286,801	13,636,218	6,766,081	2,585,269	152,862,313
Accumulated depreciation at 30 June 2020	(5,697,035)	(22,147)	(1,548,311)	(1,733,156)	(241,629)	(9,242,278)
Balance at 30 June 2020	123,890,909	264,654	12,087,907	5,032,925	2,343,640	143,620,035
Additions	8,346,460	8,450	1,231,277	7,350	-	9,593,537
Revaluation increments / (decrements) transferred to revaluation surplus	-	-	231,920	3,400,754	-	3,632,674
Depreciation (expense)	(3,237,557)	(10,924)	(783,683)	(574,930)	(125,336)	(4,732,430)
Transfers	-	-	(2,276,099)	1,752,301	-	(523,798)
Balance at 30 June 2021	128,999,812	262,180	10,491,322	9,618,400	2,218,304	151,590,018
Comprises:						
Gross balance at 30 June 2021	137,934,405	295,251	12,409,681	9,618,400	2,585,269	162,843,206
Accumulated depreciation at 30 June 2021	(8,934,593)	(33,071)	(1,918,559)	-	(366,965)	(11,253,188)
Balance at 30 June 2021	128,999,812	262,180	10,491,322	9,618,400	2,218,304	151,590,018

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

10. INFRASTRUCTURE (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Infrastructure - roads	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - footpaths	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - parks & ovals	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - other	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - bridges	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used to determine the fair value of infrastructure using level 3 inputs.

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

11. FIXED ASSETS

SIGNIFICANT ACCOUNTING POLICIES

Fixed assets

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.

Initial recognition and measurement between mandatory revaluation dates

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.

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.

Individual assets that are land, buildings, and infrastructure acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework, are recognised at cost and disclosed as being at fair value as management believes cost approximates fair value. They are subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework.

Revaluation

The fair value of land, buildings, and infrastructure is determined at least every five years in accordance with the regulatory framework. This includes buildings and infrastructure items which were pre-existing improvements (i.e. vested improvements) on vested land acquired by the Shire

Revaluation (Continued)

At the end of each period the valuation is reviewed and where appropriate the fair value is updated to reflect current market conditions. This process is considered to be in accordance with *Local Government (Financial Management) Regulation 17A (2)* which requires land, buildings, infrastructure, investment properties and vested improvements to be shown at fair value.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

AUSTRALIAN ACCOUNTING STANDARDS - INCONSISTENCY

Land under roads from 1 July 2019

As a result of amendments to the *Local Government (Financial Management) Regulations 1996*, effective from 1 July 2019, vested land, including land under roads, is treated as right-of-use assets measured at zero cost. Therefore, the previous inconsistency with AASB 1051 in respect of non-recognition of land under roads acquired on or after 1 July 2008 has been removed, even though measurement at zero cost means that land under roads is still not included in the statement of financial position.

Vested improvements from 1 July 2019

The measurement of vested improvements at fair value in accordance with *Local Government (Financial Management) Regulation 17A(2)(iv)* is a departure from AASB 16 which would have required the Shire to measure the vested improvements as part of the related right-of-use assets at zero cost.

Refer to Note 12 that details the significant accounting policies applying to leases (including right-of-use assets).

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

11. FIXED ASSETS

(a) Disposals of Assets

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss	2021 Budget Net Book Value	2021 Budget Sale Proceeds	2021 Budget Profit	2021 Budget Loss	2020 Actual Net Book Value	2020 Actual Sale Proceeds	2020 Actual Profit	2020 Actual Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Land - freehold land	-	-	-	-	-	-	-	-	147,000	134,400	-	(12,600)
Buildings - specialised	-	-	-	-	-	-	-	-	57,951	25,600	-	(32,351)
Furniture and equipment	-	109	109	-	-	-	-	-	-	-	-	-
Plant and equipment	252,834	253,165	73,597	(73,288)	253,545	253,545	-	-	189,822	141,500	9,786	(38,218)
Infrastructure - other	-	-	-	-	-	-	-	-	-	-	-	(590)
	252,834	253,274	73,706	(73,288)	253,545	253,545	-	-	374,873	301,500	9,786	(63,758)

The following assets were disposed of during the year:

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss
	\$	\$	\$	\$
Plant and Equipment				
Community amenities				
Sale of Utility GG048	22,908	20,455	-	(2,543)
Transport				
Sale of John Deere 670D GG004	54,000	115,000	61,000	-
Sale of Utility GG068	14,527	21,636	7,109	-
Sale of Utility GG020	25,000	16,636	-	(8,364)
Sale of Van GG009	20,999	8,182	-	(12,817)
Sale of Prime Mover GG028	69,998	20,455	-	(49,542)
Sale of Utility 5GG	45,312	50,601	5,489	-
Other property and services				
Sale of iPad	-	109	109	-
	252,834	253,274	73,706	(73,288)
	252,834	253,274	73,706	(73,288)

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

11. FIXED ASSETS

(b) Depreciation

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Buildings	827,962	839,782	816,960
Furniture and equipment	38,375	67,827	42,886
Plant and equipment	667,481	739,960	679,959
Tools	1,026	1,790	1,027
Infrastructure - roads	3,237,557	1,788,890	2,982,342
Infrastructure - footpaths	10,924	11,120	11,027
Infrastructure - parks & ovals	793,683	993,946	785,318
Infrastructure - other	574,930	360,707	572,298
Infrastructure - bridges	125,336	116,228	125,336
Right-of-use assets - buildings	8,267	-	6,940
Right-of-use assets - plant and equipment	16,007	2,638	26,021
	6,291,548	4,922,878	6,050,112

SIGNIFICANT ACCOUNTING POLICIES

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land and vested land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated Useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Buildings - non specialised	2 to 60 years
Buildings - specialised	2 to 80 years
Furniture and equipment	3 to 50 years
Plant and equipment Large Plant	5 to 20 years
Plant and equipment Small Plant	1 to 5 years
Plant and equipment - Sundry	1 to 35 years
Tools	4 to 10 years
Infrastructure - Footpaths	40 years
Infrastructure - Parks & ovals	1 to 40 years
Infrastructure - Bridges	2 to 100 years
Infrastructure - Other	1 to 75 years
Infrastructure - Car parks (sealed)	40 years
Sealed roads and streets	
- formation	not depreciated
- pavement	50 years
Seal	
- bituminous seals	25 years
- asphalt surfaces	25 years
Gravel roads	
- formation	not depreciated
- pavement	50 years
Footpaths - slab	12 years
Formed roads - unsealed (reducing balance)	
- formation	not depreciated
- pavement	50 years
Sewerage piping	80 years
Water supply piping and drainage systems	85 years
Right-of-use (buildings)	Based on the remaining lease
Right-of-use (plant and equipment)	Based on the remaining lease

Depreciation on revaluation

When an item of property, plant and equipment is revalued, any accumulated depreciation at the date of the revaluation is treated as follows:

- (a) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and the carrying amount of the asset after taking into account accumulated impairment losses.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

12. LEASES

(a) Right-of-Use Assets

Movement in the balance of each class of right-of-use asset between the beginning and the end of the current financial year.

	Right-of-use assets - buildings \$	Right-of-use assets - plant and equipment \$	Right-of-use assets Total
Balance at 1 July 2019	-	-	-
Recognised on initial application of AASB 16	6,940	28,659	35,599
Depreciation (expense)	(6,940)	(26,021)	(32,961)
Balance at 30 June 2020	-	2,638	2,638
Additions	20,855	109,881	130,736
Depreciation (expense)	(8,267)	(16,007)	(24,274)
Balance at 30 June 2021	12,588	96,512	109,100

The following amounts were recognised in the statement of comprehensive income during the period in respect of leases where the entity is the lessee:

	2021 Actual \$	2020 Actual \$
Depreciation expense on lease liabilities	(24,274)	(32,961)
Interest expense on lease liabilities	1,046	441
Low-value asset lease payments recognised as expense	24,023	32,921
Total amount recognised in the statement of comprehensive income	795	401
Total cash outflow from leases	(25,069)	(33,362)

SIGNIFICANT ACCOUNTING POLICIES

Leases

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 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 that are 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.

Leases for right-of-use assets are secured over the asset being leased.

Right-of-use assets - valuation

Right-of-use assets are measured at cost. This means that all right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost (i.e. not included in the statement of financial position). The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which are reported at fair value.

Refer to Note 11 for details on the significant accounting policies applying to vested improvements.

Right-of-use assets - depreciation

Right-of-use assets are depreciated over the lease term or useful life of the underlying asset, whichever is the shortest. Where a lease transfers ownership of the underlying asset, or the cost of the right-of-use asset reflects that the Shire anticipates to exercise a purchase option, the specific asset is amortised over the useful life of the underlying asset.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

13. REVALUATION SURPLUS

	2021 Opening Balance	2021 Revaluation Increment	2021 Revaluation (Decrement)	Total Movement on Revaluation	2021 Closing Balance	2020 Opening Balance	2020 Change in Accounting Policy	2020 Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Land - freehold land	5,774,614	-	(47,807)	(47,807)	5,726,807	5,774,614	-	5,774,614
Land - vested in and under the control of Council	-	-	-	-	-	4,379,331	(4,379,331)	-
Buildings	15,861,740	9,054,059	-	9,054,059	24,915,799	15,861,740	-	15,861,740
Plant and equipment	2,429,366	-	-	-	2,429,366	2,429,366	-	2,429,366
Tools	62,540	-	-	-	62,540	62,540	-	62,540
Infrastructure - roads	107,822,769	-	-	-	107,822,769	108,208,567	-	108,208,567
Infrastructure - parks & ovals	7,693,992	231,920	-	231,920	7,925,912	7,693,992	-	7,693,992
Infrastructure - bridges	-	-	-	-	0	2,744,000	-	2,744,000
Infrastructure - footpaths	385,798	-	-	-	385,798	-	-	-
Infrastructure - bridges	2,744,000	-	-	-	2,744,000	-	-	-
Infrastructure - other	-	3,400,754	-	3,400,754	3,400,754	-	-	-
	142,774,819	12,686,733	(47,807)	12,638,926	155,413,745	147,154,150	(4,379,331)	142,774,819

Movements on revaluation of property, plant and equipment (including infrastructure) are not able to be reliably attributed to a program as the assets were revalued by class as provided for by AASB 116 Aus 40.1.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

14. TRADE AND OTHER PAYABLES

Current

Sundry creditors
Prepaid rates
Accrued salaries and wages
Bonds and deposits held
Accrued interest on long term borrowings
Income received in advance

2021	2020
\$	\$
1,289,826	654,646
151,839	106,820
120,343	84,950
590,840	523,366
22,298	24,835
68,748	26,290
2,243,894	1,420,907

SIGNIFICANT ACCOUNTING POLICIES

Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year 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.

Prepaid rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

15. CONTRACT LIABILITIES

Current

Contract liabilities

2021	2020
\$	\$
721,357	1,950,161
721,357	1,950,161

SIGNIFICANT ACCOUNTING POLICIES

Contract liabilities

Contract liabilities represent the the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

With respect to transfers for recognisable non-financial assets, contract liabilities represent performance obligations which are not yet satisfied.

Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity
Grant liabilities represent the the Shire's performance obligations to construct recognisable non-financial assets to identified specifications which are yet to be satisfied.

Grant liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

16. LEASE LIABILITIES

(a) Lease Liabilities

	2021	2020
	\$	\$
Current	24,023	2,330
Non-current	85,369	348
	109,392	2,678

(b) Movements in Carrying Amounts

Purpose	Lease Number	Institution	Lease Interest Rate	Lease Term	Actual Lease Principal 1 July 2020	30 June 2021 Actual New Leases	30 June 2021 Actual Lease Principal Repayments	30 June 2021 Actual Lease Principal Outstanding	30 June 2021 Actual Lease Interest Repayments	Budget Lease Principal 1 July 2020	30 June 2021 Budget Lease Principal Repayments	30 June 2021 Budget Lease Principal Outstanding	30 June 2021 Budget Lease Interest Repayments	Actual Lease Principal 1 July 2019	30 June 2020 Actual Lease Principal Repayments	30 June 2020 Actual Lease Principal Outstanding	30 June 2020 Actual Lease Interest Repayments
Transport																	
Street sweeper	2	T-Quip	3.10%	36	-	-	-	-	-	-	-	-	-	23,769	(23,759)	-	(243)
Other property and services																	
Lancelin administration office	1	Lewis Hughes	2.10%	12	-	20,855	(8,882)	13,984	(228)	-	(7,082)	(7,082)	-	6,840	(6,840)	-	(78)
Postal franking machine	3	Advance Office Solutions	3.10%	60	2,678	-	(2,290)	388	(50)	2,678	(486)	2,180	-	4,800	(2,222)	2,578	(118)
Photocopier - Ineo 858	4	QPC Group	1.10%	36	-	22,702	(4,982)	17,720	(148)	-	-	-	-	-	-	-	-
IT Server	5	Dell Financial Services	1.30%	60	-	87,178	(9,099)	77,280	(620)	-	-	-	-	-	-	-	-
					2,678	130,736	(24,023)	109,392	(1,046)	2,678	(7,580)	(4,902)	-	36,588	(32,821)	2,678	(441)

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

17. INFORMATION ON BORROWINGS

(a) Borrowings

	2021	2020
	\$	\$
Current	258,387	222,197
Non-current	1,843,185	1,767,829
	2,102,572	1,990,026

(b) Repayments - Borrowings

				30 June 2021		30 June 2021		30 June 2021		30 June 2021		30 June 2021		30 June 2021		30 June 2021		30 June 2021		30 June 2021	
				Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
				Principal	New	Principal	Interest	Principal	Principal	Principal	New	Principal	Interest	Principal	Principal	Principal	Principal	Principal	Principal	Principal	Principal
				1 July 2020	Loans	repayments	repayments	repayments	outstanding	1 July 2020	Loans	repayments	repayments	repayments	outstanding	1 July 2020	repayments	repayments	repayments	outstanding	1 July 2020
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Particulars	Loan	Institution	Interest																		
Health																					
Gingin Medical Centre	L100	WATC*	8.51%	131,258	-	(29,886)	(7,254)	101,572	131,258	-	(29,888)	(8,070)	101,572	156,075	(27,817)	(9,154)	131,258				
Community amenities																					
Tip Rationalisation	L111	WATC*	6.49%	435,111	-	(18,822)	(27,460)	416,289	435,111	-	(18,822)	(27,958)	416,289	452,768	(17,657)	(28,591)	435,111				
Seabird Sea Wall	L127	WATC*	2.51%	145,020	-	(20,809)	(3,285)	124,211	145,020	-	(20,809)	(3,510)	124,211	165,317	(20,297)	(3,806)	145,020				
Recreation and culture																					
Guilderton Country Club	L114	WATC*	7.14%	370,175	-	(35,734)	(25,513)	334,441	370,175	-	(35,734)	(25,804)	334,441	403,488	(33,313)	(27,953)	370,175				
Cunliffe Street Redevelopment	L119	WATC*	7.19%	-	-	-	-	-	-	250,000	-	-	-	250,000	-	-	-	-	-	-	-
Regional Handcourt Facility	L120	WATC*	6.68%	264,331	-	(22,260)	(17,243)	242,071	264,331	-	(22,260)	(17,292)	242,071	285,175	(20,844)	(18,882)	264,331				
Regional Handcourt Facility	L124A	WATC*	4.13%	254,467	-	(21,026)	(10,231)	233,441	254,467	-	(21,026)	(10,295)	233,441	274,651	(20,184)	(11,075)	254,467				
Swimming Pool Tiling	L126	WATC*	3.10%	95,471	-	(14,714)	(2,858)	80,757	95,471	-	(14,714)	(2,846)	80,757	109,739	(14,268)	(3,113)	95,471				
Gingin Outdoor Activity Space	L132	WATC*	1.43%	-	177,000	-	(30)	177,000	-	177,000	-	-	-	177,000	-	-	-	-	-	-	-
Economic services																					
Lincoln Caravan Park Assets	L128	WATC*	2.52%	103,130	-	(40,479)	(1,963)	62,651	103,130	-	(40,479)	(2,345)	62,651	142,807	(39,477)	(2,977)	103,130				
Guilderton Caravan Park Waste Water				-	-	-	-	-	-	100,000	-	-	-	100,000	-	-	-	-	-	-	-
Other property and services																					
Lot 44 Weld Street Gingin	L123	WATC*	6.86%	169,628	-	(16,485)	(11,288)	153,143	169,628	-	(16,485)	(11,524)	153,143	185,023	(15,305)	(12,392)	169,628				
Allus Financials Suite Software Upgrade	L131	WATC*	1.84%	-	157,743	-	(109)	157,743	-	-	-	-	-	-	-	-	-	-	-	-	-
				1,968,591	334,743	(220,015)	(107,082)	2,083,319	1,968,591	527,000	(220,015)	(109,624)	2,275,576	2,177,843	(208,252)	(117,823)	1,968,591				
Self Supporting Loans																					
Recreation and culture																					
Ledge Point Country Club Cool Room	L130	WATC*	2.18%	21,435	-	(2,182)	(446)	19,253	21,435	-	(2,182)	(451)	19,253	23,571	(2,138)	(493)	21,435				
				21,435	-	(2,182)	(446)	19,253	21,435	-	(2,182)	(451)	19,253	23,571	(2,138)	(493)	21,435				
				1,990,029	334,743	(222,197)	(107,538)	2,102,572	1,990,029	527,000	(222,197)	(110,075)	2,294,829	2,201,414	(211,386)	(118,310)	1,990,029				

* WA Treasury Corporation

Self supporting loans are financed by payments from third parties. These are shown in Note 5 as other financial assets at amortised cost.
All other loan repayments were financed by general purpose revenue.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

17. INFORMATION ON BORROWINGS (Continued)

(c) New Borrowings - 2020/21

Particulars/Purpose	Institution	Loan Type	Term Years	Interest Rate	Amount Borrowed		Amount (Used)		Total Interest & Charges	Actual Balance Unspent
					2021 Actual	2021 Budget	2021 Actual	2021 Budget		
LA Cunliffe Car Park	WATC*	Debenture	10		\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -
Allus Financials Software Upgrade	WATC*	Debenture	10	1.94%	157,743	-	157,743	-	-	-
GG Outdoor Activity Space	WATC*	Debenture	10	1.43%	177,000	177,000	177,000	177,000	-	-
GU Caravan Park Waste Water	WATC*	Debenture	10		-	100,000	-	100,000	-	-
* WA Treasury Corporation					334,743	527,000	334,743	527,000	-	-

(d) Undrawn Borrowing Facilities

Credit Standby Arrangements

	2021 \$	2020 \$
Bank overdraft limit	500,000	500,000
Bank overdraft at balance date	-	-
Credit card limit	24,000	29,000
Credit card balance at balance date	(3,201)	(3,959)
Total amount of credit unused	517,799	525,041

Loan facilities

Loan facilities - current	259,387	222,187
Loan facilities - non-current	1,843,185	1,767,829
Lease liabilities - current	24,023	2,330
Lease liabilities - non-current	85,369	348
Total facilities in use at balance date	2,211,964	1,992,704

Unused loan facilities at balance date

NIL NIL

SIGNIFICANT ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are recognised at fair value when the Shire becomes a party to the contractual provisions to the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Borrowing costs

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.

Risk

Information regarding exposure to risk can be found at Note 28.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

18. EMPLOYEE RELATED PROVISIONS

(a) Employee Related Provisions

	Provision for Annual Leave & Other Entitlements	Provision for Long Service Leave	Total
	\$	\$	\$
Opening balance at 1 July 2020			
Current	524,292	457,254	981,546
Non-current	18,200	121,537	139,737
	542,492	578,791	1,121,283
Additional provision	54,731	(105,452)	(50,721)
Balance at 30 June 2021	597,223	473,339	1,070,562
Comprises			
Current	597,223	407,116	1,004,339
Non-current	-	66,223	66,223
	597,223	473,339	1,070,562
Amounts are expected to be settled on the following basis:	2021	2020	
	\$	\$	
Less than 12 months after the reporting date	522,099	670,552	
More than 12 months from reporting date	518,208	400,894	
Expected reimbursements from other WA local governments	30,255	49,837	
	1,070,562	1,121,283	

Timing of the payment of current leave liabilities is difficult to determine as it is dependent on future decisions of employees. Expected settlement timings are based on information obtained from employees and historical leave trends and assumes no events will occur to impact on these historical trends.

SIGNIFICANT ACCOUNTING POLICIES

Employee benefits

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

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 statement of financial position.

Other long-term employee benefits

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

Other long-term employee benefits (Continued)

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.

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.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

19. NOTES TO THE STATEMENT OF CASH FLOWS

Reconciliation of Cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to the related items in the Statement of Financial Position as follows:

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cash and cash equivalents	9,438,399	6,347,933	9,474,792
Reconciliation of Net Cash Provided By Operating Activities			
Net result	6,165,754	10,081,429	556,651
Non-cash flows in Net result:			
Adjustments to fair value of financial assets at fair value through profit and loss	(2,586)	-	(1,153)
Depreciation on non-current assets	6,291,548	4,922,878	6,050,112
(Profit)/loss on sale of asset	(440)	-	73,963
Changes in assets and liabilities:			
(Increase)/decrease in trade and other receivables	(883,091)	-	(112,445)
(Increase)/decrease in other assets	757	-	(1,369)
(Increase)/decrease in inventories	(3,785)	-	6,909
Increase/(decrease) in trade and other payables	822,988	-	110,361
Increase/(decrease) in employee related provisions	(50,721)	-	133,004
Increase/(decrease) in contract liability	(1,228,804)	-	842,062
Non-operating grants, subsidies and contributions	(8,352,488)	(12,774,739)	(3,876,600)
Net cash from operating activities	2,759,132	2,229,568	3,781,495

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

20. TOTAL ASSETS CLASSIFIED BY FUNCTION AND ACTIVITY

	2021	2020
	\$	\$
Governance	245,514	-
General purpose funding	971,132	1,564,869
Law, order, public safety	4,174,263	1,958,970
Health	904,578	2,620,027
Education and welfare	3,307,100	738,300
Housing	1,634	-
Community amenities	2,473,186	1,591,542
Recreation and culture	7,946,288	29,364,393
Transport	133,033,087	127,315,421
Economic services	34,917,135	1,980,057
Other property and services	20,607,149	16,682,243
Unallocated	6,092,622	12,310,464
	214,673,668	196,106,286

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

21. CONTINGENT LIABILITIES

Contingent liabilities are not recognised in the statement of financial position but are disclosed and, if quantifiable, are measured at the best estimate.

There are no contingent liabilities at 30 June 2021.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

22. COMMITMENTS

(a) Capital Expenditure Commitments

Contracted for:

- capital expenditure projects

Payable:

- not later than one year

2021	2020
\$	\$
668,487	4,758,818
668,487	4,758,818
668,487	4,758,818

The capital commitments relate to the following projects:

Gingin Outdoor Activity Space \$32,003

Lancelin Skate Park \$92,474

Guilderton Foreshore Ablutions \$46,022

Gingin Hotspot Coastal Monitoring Project \$21,675

Cowalla Road Reconstruction & Final Seal \$76,313

Gingin ICC Building \$400,000

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

23. ELECTED MEMBERS REMUNERATION

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cr Fewster - Shire President			
President's annual allowance	14,000	14,000	16,000
Meeting attendance fees	13,125	13,125	12,886
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	803
	28,895	30,595	31,709
Cr Rule - Deputy President			
Deputy President's annual allowance	3,500	3,500	4,000
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	-
	12,270	13,970	14,020
Cr Johnson - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,856	1,667	2,741
	11,626	10,470	12,761
Cr Vis - Councillor			
Meeting attendance fees	7,000	7,000	5,896
ICT expenses	1,770	1,803	1,410
Travel and accommodation expenses	-	1,667	-
	8,770	10,470	7,306
Cr Peczkla - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,592	1,667	2,661
	11,362	10,470	12,681
Cr Court - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,267	1,667	1,758
	11,037	10,470	11,778
Cr Lobb - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,675	1,667	4,777
	11,445	10,470	14,797
Cr Morton - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	-
	8,770	10,470	10,020
Cr Balcombe - Councillor			
Meeting attendance fees	7,000	7,000	5,896
ICT expenses	1,770	1,802	1,410
Travel and accommodation expenses	-	1,664	-
	8,770	10,466	7,306

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

23. ELECTED MEMBERS REMUNERATION

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cr Elgin - Former Deputy President			
Meeting attendance fees	-	-	2,416
ICT expenses	-	-	610
	-	-	3,026
Cr Collard - Former Shire President			
Meeting attendance fees	-	-	4,531
ICT expenses	-	-	610
	-	-	5,141
	112,945	117,851	130,545
Fees, expenses and allowances to be paid or reimbursed reimbursed to elected council members.			
President's allowance	14,000	14,000	16,000
Deputy President's allowance	3,500	3,500	4,000
Meeting attendance fees	69,125	69,125	79,625
ICT expenses	15,930	16,226	18,180
Travel and accommodation expenses	10,390	15,000	12,740
	112,945	117,851	130,545
Conferences and Training	3,675	26,100	26,527
	116,620	143,951	157,072

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

24. RELATED PARTY TRANSACTIONS (Continued)

Key Management Personnel (KMP) Compensation Disclosure

The total of remuneration paid to KMP of the Shire during the year are as follows:

	2021 Actual \$	2020 Actual \$
Short-term employee benefits	602,438	650,084
Post-employment benefits	69,388	70,014
Other long-term benefits	15,632	14,930
Termination benefits	37,523	34,196
	<u>724,981</u>	<u>769,224</u>

Short-term employee benefits

These amounts include all salary, fringe benefits and cash bonuses awarded to KMP except for details in respect to fees and benefits paid to elected members which may be found above.

Post-employment benefits

These amounts are the current-year's estimated cost of providing for the Shire's superannuation contributions made during the year.

Other long-term benefits

These amounts represent long service benefits accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP (Note: may or may not be applicable in any given year).

Transactions with related parties

Transactions between related parties and the Shire are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

No outstanding balances or provisions for doubtful debts or guaranties exist in relation to related parties at year end.

	2021 Actual \$	2020 Actual \$
The following transactions occurred with related parties:		
Sale of goods and services	12,390	26,391
Purchase of goods and services	14,596	16,629

Related Parties

The Shire's main related parties are as follows:

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any elected member, are considered key management personnel.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

25. JOINT ARRANGEMENTS

(b) Share of joint operations

The Shire has two separate joint agreements with the Department of Communities for the provision of housing at 2 Atkinson Way Lancelin.

For accounting purposes these joint arrangements constitutes joint operations. The assets are land and 11 x 2 bedroom units. The ownership of the assets is determined by agreements which includes the percentage of each parties equitable interest. The assets are included in the Land and Buildings as follows;

	2021 \$	2020 \$
Non-Current Assets		
Land and Buildings		
Land Lot 84 Atkinson Way Lancelin	20,000	201,909
Atkinson Way Lancelin (5 x 2 bedroom units) Units 1-5 @ 36.10%	342,950	315,491
Atkinson Way Lancelin (6 x 2 bedroom units) Units 6-11 @ 39.37%	433,070	427,023
Less: accumulated depreciation	-	(42,394)
	796,022	902,029
Total assets	796,022	902,029

The Shire manages the property and tenancy under the joint operation. All associated revenue and expenses are recognised in the financial statements of the Shire.

Statement of Comprehensive Income

Other revenue	81,181	79,481
Other expenditure	(52,917)	(56,321)
Net result for the period	28,264	23,160

Other comprehensive income

Items that will not be reclassified subsequently to profit or loss

Changes in asset revaluation surplus	91,974	-
Total other comprehensive income for the period	91,974	-

Total comprehensive income for the period	120,238	23,160
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MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

26. RATING INFORMATION

(a) Rates

RATE TYPE	Rate in \$	Number of Properties	2020/21 Actual Rateable Value \$	2020/21 Actual Rate Revenue \$	2020/21 Actual Interim Rates \$	2020/21 Actual Back Rates \$	2020/21 Actual Total Revenue \$	2020/21 Budget Rate Revenue \$	2020/21 Budget Interim Rate \$	2020/21 Budget Back Rate \$	2020/21 Budget Total Revenue \$	2019/20 Actual Total Revenue \$
Differential general rate / general rate												
Gross rental valuations												
GRV- Townsites	0.087511	1,546	26,074,194	2,281,778	46,361	764	2,328,903	2,281,778	10,000	2,000	2,293,778	2,324,271
GRV- Other	0.087511	908	14,887,582	1,302,836	-	-	1,302,836	1,302,836	-	-	1,302,836	1,280,492
Unimproved valuations												
UV- Rural	0.004965	413	264,837,000	1,314,917	-	-	1,314,917	1,314,917	-	-	1,314,917	1,341,352
UV- Other	0.004965	2	1,872,000	9,294	-	-	9,294	9,294	-	-	9,294	9,334
UV-Intensive/Mining	0.009245	135	72,399,000	669,329	-	-	669,329	669,329	-	-	669,329	633,507
Sub-Total		3,004	380,069,676	5,578,154	46,361	764	5,625,279	5,578,154	10,000	2,000	5,590,154	5,588,956
Minimum payment												
Gross rental valuations												
GRV- Townsites	1,110	1,082	9,291,624	1,201,020	-	-	1,201,020	1,201,020	-	-	1,201,020	1,212,120
GRV- Other	1,110	769	4,790,360	853,590	-	-	853,590	853,590	-	-	853,590	869,130
Unimproved valuations												
UV- Rural	1,400	378	76,674,110	529,200	-	-	529,200	529,200	-	-	529,200	522,200
UV- Other	1,400	2	425,000	2,800	-	-	2,800	2,800	-	-	2,800	2,800
UV-Intensive/Mining	2,548	107	18,740,524	272,636	-	-	272,636	272,636	-	-	272,636	262,444
UV-Exploration Mining	1,400	30	95,498	42,000	-	-	42,000	42,000	-	-	42,000	33,600
Sub-Total		2,368	110,017,116	2,901,246	-	-	2,901,246	2,901,246	-	-	2,901,246	2,902,294
		5,372	490,086,992	8,479,400	46,361	764	8,526,525	8,479,400	10,000	2,000	8,491,400	8,491,250
Discounts/concessions (Note 26(b))							(137,028)				(130,000)	(139,357)
Total amount raised from general rate							8,389,497				8,361,400	8,351,893
Ex-gratia rates							5,197				5,000	4,927
Totals							8,394,694				8,366,400	8,356,820

SIGNIFICANT ACCOUNTING POLICIES

Rates

Control over assets acquired from rates is obtained at the commencement of the rating period.

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.5.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

26. RATING INFORMATION (Continued)

(b) Waivers or Concessions

Rate or Fee and Charge to which the Waiver or Concession is Granted	Type	Discount %	Discount \$	2021 Actual \$	2021 Budget \$	2020 Actual \$
General and minimum rates for properties that are classified within the UV Intensive Differential Rating Category that have a mix of non-intensive and intensive use on a property.	Concession	Based on the area of land on the property used for non-intensive purposes.	Based on the area of land on the property used for non-intensive purposes.	137,028	130,000	139,357
				137,028	130,000	139,357
Total discounts/concessions (Note 26(a))				137,028	130,000	139,357

Rate or Fee and Charge to which the Waiver or Concession is Granted	Circumstances in which the Waiver or Concession is Granted and to whom it was available	Objects of the Waiver or Concession	Reasons for the Waiver or Concession
General and minimum rates for properties that are classified within the UV Intensive Differential Rating Category that have a mix of non-intensive and intensive use on a property.	A concession is granted based on the area of land used for non-intensive rural purposes. The rates concession is calculated by determining the percentage of the property used for intensive purposes, the balance being non-intensive.	To ensure that the rates paid for a property appropriately reflect the use of the property. The concession is provided for split use differentially rated rural properties where there is a mixed use of nonintensive and intensive use on that property and where less than 75% of the property is classified as 'Intensive Use'.	Property owners within the Shire carry on a variety of mixed uses on their land, with some using less than 75% of their land for non-intensive rural uses. The concession provides for these situations by ensuring the property owner only pays the relevant rates applicable to the use of the land.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

26. RATING INFORMATION (Continued)

(c) Interest Charges & Instalments

Instalment Options	Date Due	Instalment Plan Admin Charge \$	Instalment Plan Interest Rate %	Unpaid Rates Interest Rate %
Option One				
Single full payment	16/09/2020	0.00	0.00%	8.00%
Option Two				
First instalment	16/09/2020	0.00	5.50%	8.00%
Second instalment	16/11/2020	0.00	5.50%	8.00%
Option Three				
First instalment	16/09/2020	0.00	5.50%	8.00%
Second instalment	16/11/2020	0.00	5.50%	8.00%
Third instalment	18/01/2021	0.00	5.50%	8.00%
Fourth instalment	18/03/2021	0.00	5.50%	8.00%

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Interest on unpaid rates	96,236	110,000	155,334
Interest on instalment plan	26,052	29,000	28,676
Charges on instalment plan	-	-	19,630
Deferred pensioner rates interest	1,040	2,000	2,368
	123,328	141,000	206,008

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.5.1

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

27. RATE SETTING STATEMENT INFORMATION

		2020/21 (30 June 2021 Carried Forward)	2020/21 Budget (30 June 2021 Carried Forward)	2019/20 (30 June 2020 Carried Forward)
Note		\$	\$	\$
(a) Non-cash amounts excluded from operating activities				
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> .				
Adjustments to operating activities				
Less: Profit on asset disposals	11(a)	(73,706)	-	(9,796)
Less: Fair value adjustments to financial assets at fair value through profit and loss		(2,586)	-	(1,153)
Movement in pensioner deferred rates (non-current)		(1,521)	-	(12,792)
Movement in employee benefit provisions (non-current)		(73,514)	-	41,177
Add: Loss on disposal of assets	11(a)	73,266	-	83,759
Add: Depreciation on non-current assets	11(b)	6,291,548	4,922,878	6,050,112
Non cash amounts excluded from operating activities		6,213,487	4,922,878	6,151,307
(b) Surplus/(deficit) after imposition of general rates				
The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.				
Adjustments to net current assets				
Less: Reserves - cash backed	4	(6,452,425)	(4,844,341)	(5,553,210)
Less: Cash - restricted		-	540,777	-
Less: Financial assets at amortised cost - self supporting loans	5(a)	(7,977)	340	(13,164)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings	17(a)	259,386	281,551	222,197
- Current portion of contract liability held in reserve		-	(1,619,425)	-
- Current portion of lease liabilities	16	24,023	-	2,330
Total adjustments to net current assets		(6,176,993)	(5,641,098)	(5,341,847)
Net current assets used in the Rate Setting Statement				
Total current assets		12,374,527	8,394,971	11,531,510
Less: Total current liabilities		(4,253,000)	(2,753,873)	(4,577,141)
Less: Total adjustments to net current assets		(6,176,993)	(5,641,098)	(5,341,848)
Net current assets used in the Rate Setting Statement		1,944,534	-	1,612,521

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT

This note explains the Shire's exposure to financial risks and how these risks could affect the Shire's future financial performance.

Risk	Exposure arising from	Measurement	Management
Market risk - interest rate	Long term borrowings at variable rates	Sensitivity analysis	Utilise fixed interest rate borrowings
Credit risk	Cash and cash equivalents, trade receivables, financial assets and debt investments	Aging analysis Credit analysis	Diversification of bank deposits, credit limits. Investment policy
Liquidity risk	Borrowings and other liabilities	Rolling cash flow forecasts	Availability of committed credit lines and borrowing facilities

The Shire does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by the finance area under policies approved by the Council. The finance area identifies, evaluates and manages financial risks in close co-operation with the operating divisions. Council have approved the overall risk management policy and provide policies on specific areas such as investment policy.

(a) Interest rate risk

Cash and cash equivalents

The Shire's main interest rate risk arises from cash and cash equivalents with variable interest rates, which exposes the Shire to cash flow interest rate risk. Short term overdraft facilities also have variable interest rates however these are repaid within 12 months, reducing the risk level to minimal.

Excess cash and cash equivalents are invested in fixed interest rate term deposits which do not expose the Shire to cash flow interest rate risk. Cash and cash equivalents required for working capital are held in variable interest rate accounts and non-interest bearing accounts. Carrying amounts of cash and cash equivalents at the 30 June and the weighted average interest rate across all cash and cash equivalents and term deposits held disclosed as financial assets at amortised cost are reflected in the table below.

	Weighted Average Interest Rate %	Carrying Amounts \$	Fixed Interest Rate \$	Variable Interest Rate \$	Non Interest Bearing \$
2021					
Cash and cash equivalents	0.25%	9,438,399	-	9,435,499	2,900
2020					
Cash and cash equivalents	1.16%	9,474,792	-	9,471,992	2,800

Sensitivity analysis

Profit or loss is sensitive to higher/lower interest income from cash and cash equivalents as a result of changes in interest rates.

	2021	2020
	\$	\$
Impact of a 1% movement in interest rates on profit and loss and equity*	94,355	94,720

* Holding all other variables constant

Borrowings

Borrowings are subject to interest rate risk - the risk that movements in interest rates could adversely affect funding costs. The Shire manages this risk by borrowing long term and fixing the interest rate to the situation considered the most advantageous at the time of negotiation. The Shire does not consider there to be any interest rate risk in relation to borrowings. Details of interest rates applicable to each borrowing may be found at Note 17(b).

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT (Continued)

(b) Credit risk

Trade and Other Receivables

The Shire's major receivables comprise rates annual charges and user fees and charges. The major risk associated with these receivables is credit risk – the risk that the debts may not be repaid. The Shire manages this risk by monitoring outstanding debt and employing debt recovery policies. It also encourages ratepayers to pay rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of the Shire to recover these debts as a secured charge over the land, that is, the land can be sold to recover the debt. The Shire is also able to charge interest on overdue rates and annual charges at higher than market rates, which further encourage payment.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

The expected loss rates are based on the payment profiles of rates and fees and charges over a period of 36 months before 1 July 2020 or 1 July 2021 respectively and the corresponding historical losses experienced within this period. Historical credit loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors such as the ability of ratepayers and residents to settle the receivables. Housing prices and unemployment rates have been identified as the most relevant factor in repayment rates, and accordingly adjustments are made to the expected credit loss rate based on these factors.

The loss allowance as at 30 June 2021 for rates receivable was determined as follows:

	Current	More than 1 year past due	More than 2 years past due	More than 3 years past due	Total
30 June 2021					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	339,330	228,619	218,777	333,491	1,120,217
Loss allowance	-	-	-	-	-
30 June 2020					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	459,155	392,266	207,020	442,189	1,500,630

The loss allowance as at 30 June 2021 and 30 June 2020 was determined as follows for trade receivables.

	Current	More than 30 days past due	More than 60 days past due	More than 90 days past due	Total
30 June 2021					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	0.00%	33.51%	
Gross carrying amount	1,541,498	118,826	34,652	32,690	1,727,666
Loss allowance	-	-	-	10,954	10,954
30 June 2020					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	0.00%	2.01%	
Gross carrying amount	268,773	18,618	2,869	207,681	497,941
Loss allowance	-	-	-	4,167	4,167

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT (Continued)

(c) Liquidity risk

Payables and borrowings

Payables and borrowings are both subject to liquidity risk – that is the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due. The Shire manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer. Payment terms can be extended and overdraft facilities drawn upon if required and disclosed in Note 17(d).

The contractual undiscounted cash flows of the Shire's payables and borrowings are set out in the liquidity table below. Balances due within 12 months equal their carrying balances, as the impact of discounting is not significant.

	Due within 1 year	Due between 1 & 5 years	Due after 5 years	Total contractual cash flows	Carrying values
	\$	\$	\$	\$	\$
2021					
Payables	2,243,894	-	-	2,243,894	2,243,894
Borrowings	363,502	1,309,383	1,218,136	2,891,021	2,102,572
Lease liabilities	33,190	78,899	-	112,089	109,392
	<u>2,640,586</u>	<u>1,388,282</u>	<u>1,218,136</u>	<u>5,247,004</u>	<u>4,455,858</u>
2020					
Payables	1,420,907	-	-	1,420,907	1,420,907
Borrowings	332,272	1,184,463	1,006,418	2,523,153	1,990,026
Lease liabilities	2,330	348	-	2,678	2,678
	<u>1,755,509</u>	<u>1,184,811</u>	<u>1,006,418</u>	<u>3,946,738</u>	<u>3,413,611</u>

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

29. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

There has been no material events after the reporting period which would affect the financial report for the Shire of Gingin for the year ended 30 June 2021 or which would require additional disclosures.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

30. CORRECTION OF ERROR

The Shire has a joint venture agreement with the Department of Communities for the provision of aged housing. For accounting purposes this joint arrangement constitutes a joint operation. The assets are land and 11 x 2 bedroom units at 2 Atkinson Way, Lancelin.

The ownership of the assets is determined by an equity agreement which includes the percentage of each parties equitable interest.

Paragraph 17A of the Local Government (Financial Management) Regulation 1996 was amended to require all physical non-current assets to be valued on a fair value basis with full implementation by 30 June 2017. At the time of applying the fair value of joint venture housing the full fair value of the assets was incorrectly recognised by the Shire, rather than only recognising its own portion of the asset. The Shire of Gingin has retrospectively applied the correction and an adjustment to reflect the Shire's equitable value of the asset has been amended accordingly.

Statement of Financial Position (Extract)	30 June 2020 \$	Increase/ (Decrease) \$	30 June 2020 (Restated) \$	01 July 2019 \$	Increase/ (Decrease) \$	01 July 2019 (Restated) \$
Property, plant and equipment	42,194,112	(1,479,509)	40,714,603	43,071,744	(1,502,586)	41,569,158
	42,194,112	(1,479,509)	40,714,603	43,071,744	(1,502,586)	41,569,158
Revaluation Surplus	144,323,972	(1,549,153)	142,774,819	144,323,972	(1,549,153)	142,774,819
Retained earnings	41,223,558	69,644	41,293,202	41,951,231	46,567	41,997,798
Total equity	185,547,530	(1,479,509)	184,068,021	186,275,203	(1,502,586)	184,772,617

Statement of Comprehensive Income (Extract)	2020 \$	Increase/ (Decrease) \$	2020 (Restated) \$
<i>By Nature or Type</i>			
Depreciation	6,073,189	(23,077)	6,050,112
<i>By program</i>			
Expenses			
Education and welfare	266,525	(23,077)	243,448
Net result for the period	533,574	23,077	556,651
Total comprehensive income for the period	533,574	23,077	556,651

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

31. TRUST FUNDS

Funds held at balance date which are required to be held in trust and which are not included in the financial statements are as follows:

	1 July 2020	Amounts Received	Amounts Paid	30 June 2021
	\$	\$	\$	\$
Bonds, Tenders etc	6,067	-	(6,067)	-
Community Groups	1,569	-	(1,569)	-
D Wedge Trust	6,405	-	(6,405)	-
Landscaping Bonds	13,112	-	(13,112)	-
Other Bonds/Trusts	4,546	338	(4,884)	-
Public Open Space	46,218	26,050	(60,942)	11,326
Councillor Nomination Deposits	-	-	-	-
	77,917	26,388	(92,979)	11,326

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

32. OTHER SIGNIFICANT ACCOUNTING POLICIES

a) Goods and services tax (GST)

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.

b) Current and non-current classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. Amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

f) Superannuation

The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. non-forced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair

value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows.

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches.

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

i) Impairment of assets

In accordance with Australian Accounting Standards (nr. Shire's cash generating non-specialised assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

For non-cash generating specialised assets that are measured under the revaluation model, such as roads, drains, public buildings and the like, no annual assessment of impairment is required. Rather AASB 116 31 applies and revaluations need only be made with sufficient regularity to ensure the carrying value does not differ materially from that which would be determined using fair value at the end of the reporting period.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021
33. ACTIVITIES/PROGRAMS**

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

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources	Includes the activities of members of Council and the administrative support available to the Council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific Council services.
GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
HEALTH To provide an operational framework for environmental and community health	Inspection of food outlets and their control, noise control and waste disposal compliance.
EDUCATION AND WELFARE To provide services to disadvantaged persons, the elderly, children and youth	Maintenance of playgroup centre, aged care housing and Wangaree Community Centre. Provision and maintenance of youth services.
HOUSING To provide and maintain staff and other housing	Provision and maintenance of staff and other housing.
COMMUNITY AMENITIES To provide services required by the community	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 schemes, cemetery and public conveniences.
RECREATION AND CULTURE To establish and effectively manage infrastructure and resource which will help the social well being of the community	Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities.
TRANSPORT To provide safe, effective and efficient transport services to the community	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.
ECONOMIC SERVICES To help promote the shire and its economic wellbeing	Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes.
OTHER PROPERTY AND SERVICES To monitor and control Shire's overheads operating accounts	Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

34. FINANCIAL RATIOS

	2021 Actual	2020 Actual	2019 Actual
Current ratio	1.66	0.97	1.91
Asset consumption ratio	0.93	0.93	0.96
Asset renewal funding ratio	*N/A	1.10	1.09
Asset sustainability ratio	0.15	0.81	0.30
Debt service cover ratio	12.78	8.64	5.67
Operating surplus ratio	(0.17)	(0.27)	(0.33)
Own source revenue coverage ratio	0.68	0.65	0.62

* The Shire of Gingin has not reported the Asset Renewal Funding Ratio due to having an outdated Asset Management Plan and Long Term Financial Plan. The reporting of this ratio would be based on inaccurate data.

The above ratios are calculated as follows:

Current ratio	$\frac{\text{current assets minus restricted assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$
Asset consumption ratio	$\frac{\text{depreciated replacement costs of depreciable assets}}{\text{current replacement cost of depreciable assets}}$
Asset renewal funding ratio	$\frac{\text{NPV of planned capital renewal over 10 years}}{\text{NPV of required capital expenditure over 10 years}}$
Asset sustainability ratio	$\frac{\text{capital renewal and replacement expenditure}}{\text{depreciation}}$
Debt service cover ratio	$\frac{\text{annual operating surplus before interest and depreciation}}{\text{principal and interest}}$
Operating surplus ratio	$\frac{\text{operating revenue minus operating expenses}}{\text{own source operating revenue}}$
Own source revenue coverage ratio	$\frac{\text{own source operating revenue}}{\text{operating expense}}$



Auditor General

INDEPENDENT AUDITOR'S REPORT 2021 Shire of Gingin

To the Councillors of the Shire of Gingin

Report on the audit of the annual financial report

Opinion

I have audited the financial report of the Shire of Gingin (Shire) which comprises:

- the Statement of Financial Position at 30 June 2021, the Statement of Comprehensive Income by Nature or Type, Statement of Comprehensive Income by Program, Statement of Changes in Equity, Statement of Cash Flows and Rate Setting Statement for the year then ended
- Notes comprising a summary of significant accounting policies and other explanatory information
- the Statement by the Chief Executive Officer.

In my opinion the financial report of the Shire of Gingin:

- is based on proper accounts and records
- fairly represents, in all material respects, the results of the operations of the Shire for the year ended 30 June 2021 and its financial position at the end of that period in accordance with the *Local Government Act 1995* (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

Basis for opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Auditor's responsibilities section below. I am independent of the Shire in accordance with the *Auditor General Act 2006* and the relevant ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to my audit of the financial report. I have also fulfilled my other ethical responsibilities in accordance with the Code. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter – Restatement of comparative figures

I draw attention to Note 30 to the financial statements which states that the amounts reported in the previously issued 30 June 2020 Annual Financial Report have been restated and disclosed as comparatives in this Annual Financial Report. My opinion is not modified in respect of this matter.

Responsibilities of the Chief Executive Officer and Council for the financial report

The Chief Executive Officer (CEO) of the Shire is responsible for the preparation and fair presentation of the financial report in accordance with the requirements of the Act, the Regulations and Australian Accounting Standards. The CEO is also responsible for managing internal control (as required by the CEO) to ensure the financial report is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the CEO is responsible for assessing the Shire's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the State Government has made decisions affecting the continued existence of the Shire.

The Council is responsible for overseeing the Shire's financial reporting process.

Auditor's responsibility for the audit of the financial report

As required by the *Auditor General Act 2006*, my responsibility is to express an opinion on the financial report. The objectives of my audit are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.

A further description of my responsibilities for the audit of the financial report is located on the Auditing and Assurance Standards Board website. This description forms part of my auditor's report and can be found at https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf.

Report on other legal and regulatory requirements

In accordance with the Local Government (Audit) Regulations 1996 I report that:

- (i) In my opinion, the following material matter indicates a significant adverse trend in the financial position of the Shire:
 - a) The Operating Surplus Ratio is below the Department of Local Government, Sport and Cultural Industries standard for the past 3 years. The financial ratios are reported at Note 34 of the annual financial report.
- (ii) The following material matter indicating non-compliance with Part 6 of the Act, the Regulations or applicable financial controls of any other relevant written law were identified during the course of my audit:
 - a) The Shire has not reported the Asset Renewal Funding Ratio for 2021 in the annual financial report as required by section 50(1)(c) of the Local Government (Financial Management) Regulations 1996, as management has not updated the asset management plan and long term financial plan.
- (iii) All required information and explanations were obtained by me.
- (iv) All audit procedures were satisfactorily completed.
- (v) In my opinion, the Asset Consumption Ratio and the Asset Renewal Funding Ratio included in the financial report were supported by verifiable information and reasonable assumptions.

Other matter

The financial ratios for 2019 and 2020 in Note 34 of the financial report were audited by another auditor when performing their audit of the Shire for the years ending 30 June 2019 and 30 June 2020. The auditor expressed an unmodified opinion on the financial report for those years.

Other information

The other information is the information in the entity's annual report for the year ended 30 June 2021, but not the financial report and my auditor's report. The CEO is responsible for the preparation and the Council for overseeing the other information.

My opinion does not cover the other information and, accordingly, I do not express any form of assurance conclusion thereon.

Matters relating to the electronic publication of the audited financial report

This auditor's report relates to the financial report of the Shire of Gingin for the year ended 30 June 2021 included on the Shire's website. The Shire's management is responsible for the integrity of the Shire's website. This audit does not provide assurance on the integrity of the Shire's website. The auditor's report refers only to the financial report described above. It does not provide an opinion on any other information which may have been hyperlinked to/from this financial report. If users of the financial report are concerned with the inherent risks arising from publication on a website, they are advised to refer to the hard copy of the audited financial report to confirm the information contained in this website version of the financial report.

Grant Robinson
Assistant Auditor General Financial Audit
Delegate of the Auditor General for Western Australia
Perth, Western Australia
29 June 2022

11.6 SHIRE OF GINGIN 2020/21 ANNUAL REPORT

File	COR/3
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	1. Shire of Gingin 2020/21 Annual Report [11.6.1 - 100 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider and accept the Shire of Gingin 2020/21 Annual Report.

BACKGROUND

Section 5.53 of the *Local Government Act 1995* (the Act) requires all local governments to prepare an Annual Report for each financial year, which must contain the following elements:

- a. A report from the President;
- b. A report from the CEO;
- c. An overview of the plan for the future of the district made in accordance with s.5.56 of the Act, including major initiatives that are proposed to commence or to continue in the next financial year;
- d. The financial report for the financial year;
- e. The auditor's report for the financial year;
- f. Any matter on which a report must be made under s.29(2) of the *Disability Services Act 1993*;
- g. Details of entries made under s.5.121 of the Act in the register of complaints;
- h. Such information as may be prescribed in relation to payments made to employees; and
- i. Information with respect to any modifications made during the financial year to the local government's strategic community plan and corporate business plan.

In addition, Regulation 19B of the *Local Government (Administration) Regulations 1996* also requires the inclusion of the following in Annual Reports for financial years beginning on or after 1 July 2020:

- a. The number of employees of the local government entitled to an annual salary of \$130,000 or more;
- b. The number of employees of the local government entitled to an annual salary that falls within each band of \$10,000 over \$130,000;
- c. Any remuneration and allowances paid by the local government under Schedule 5.1 clause 9 during the financial year;
- d. Any amount ordered under section 5.110(6)(b)(iv) to be paid by a person against whom a complaint was made under section 5.107(1), 5.109(1) or 5.114(1) to the local government during the financial year;
- e. The number of council and committee meetings attended by each council member during the financial year;
- f. If available, the gender, linguistic background and country of birth of council members;
- g. If available, the number of council members who are aged:
 - i. between 18 years and 24 years;
 - ii. between 25 years and 34 years;
 - iii. between 35 years and 44 years;
 - iv. between 45 years and 54 years;
 - v. between 55 years and 64 years; and
 - vi. over the age of 64 years;
- h. If available, the number of council members who identify as Aboriginal or Torres Strait Islander;
- i. Details of any modification made to a local government's strategic community plan during the financial year; and
- j. Details of any significant modification made to a local government's corporate business plan during the financial year.

Under s.5.54 of the Act, Council is required to accept the Annual Report by 31 December. In the event that this deadline cannot be met due to unavailability of the auditor's report, then the Annual Report must be accepted by the local government no later than two months after the auditor's report becomes available.

Once the Annual Report is received by Council, then under s.5.27 of the Act it must be presented to an Annual General Meeting of Electors within 56 days.

Together with many other local governments, the 2020/21 financial audit was the first audit for the Shire of Gingin carried out under the direction of the Office of the Auditor General (OAG) in accordance with the new requirements of the Act. Unfortunately this resulted in an extreme delay in completion of the audit whilst new procedures were bedded down by the OAG and its appointed auditor.

Council's Audit and Governance Committee held an exit meeting with the auditor and received the Financial Report and Auditor's Report on 27 June 2022, and both reports form the subject of a separate report to this meeting. The setting of a date for the Annual General Meeting of Electors is also addressed separately.

COMMENT

The Act treats the Annual Report as a key accountability document.

The Shire of Gingin 2020/21 Annual Report (**Appendix 11.6.1**) meets the reporting requirements of the Act and, in addition, provides the community with an overview of the programs, services and initiatives delivered by the Shire during the course of the 2020/21 financial year.

In the event that the 2020/21 Annual Report is accepted by Council, then the CEO will give local public notice of its availability and publish the document on the Shire's official website in accordance with the requirements of s.5.55 and 5.55A of the Act.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 5 – Administration

Division 5 – Annual reports and planning

Section 5.53 – Annual reports

Section 5.54 – Acceptance of annual reports

Section 5.55 – Notice of annual reports

Section 5.55A – Publication of annual reports

Local Government (Administration) Regulations 1996

Part 5 – Annual reports and planning

Division 1 – Preliminary

Regulation 19B – Information to be included in annual report (Act s. 5.53(2)(g) and (i))

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

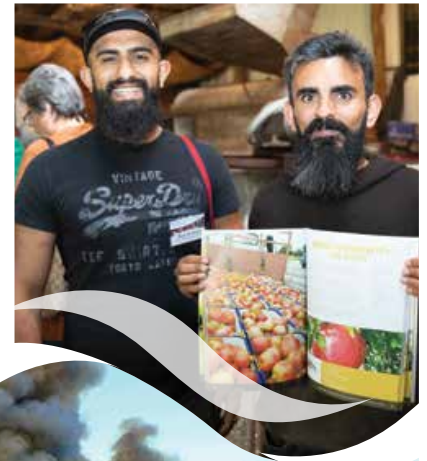
SECONDED: Councillor Kestel

That Council accept the Shire of Gingin 2020/21 Annual Report as provided at Appendix 11.6.1.

**CARRIED BY ABSOLUTE MAJORITY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*



Annual Report

2020-2021

Where to find Us



Customer Service Centres

Gingin Administration Centre

A: 7 Brockman Street, Gingin

P: (08) 9575 5100

E: mail@gingin.wa.gov.au

Lancelin Office

A: 255 Vins Way, Lancelin

P: (08) 9575 5155

E: mail@gingin.wa.gov.au



Libraries

Gingin Library

A: 1 Lily King Place, Gingin

P: (08) 9575 5153

E: ginginlibrary@gingin.wa.gov.au

Lancelin Library

A: 255 Vins Way, Lancelin

P: (08) 9575 5155

E: lancelin@gingin.wa.gov.au



Swimming Pool

Gingin Aquatic Centre

A: Gingin Recreation Grounds,
New Street, Gingin

P: (08) 9575 5154

E: poolmanager@gingin.wa.gov.au

Find us at

www.gingin.wa.gov.au

or follow us on Facebook



This report is available in
alternate formats on request.

saralangridgegraphicdesign

Contents

Annual Report

Acknowledgement of Country	1
Our Vision	2
Shire President's Report	3
CEO'S Report	4
Snapshot of the Shire	5
About Council.....	7
About the Shire	9
About Shire Staff.....	9
Planning for the Future	10
2020/21 Year in Review.....	11
Community Wellbeing	13
Natural Environment	19
Infrastructure & Development.....	22
Economic Development.....	27
Governance	29
Statutory Reporting.....	32
Flagship Projects 2020/21.....	34
Financial Report.....	35

Acknowledgement of Country

**Kaya Wanjoo Yued Boodja
(pronounced “Kya Wanjoo
Yued Booja”)**

**Hello – Welcome to
the land of the Yued
Traditional Owners.**

The Shire of Gingin would like to acknowledge the Yued people who are the traditional custodians of this land. The Shire would like to pay respect to the Elders past, present and emerging of the Yued Nation and extend this respect to all Aboriginal people. The Shire also recognises the living culture of the Yued people and the unique contribution they have made to the Gingin region.

The Yued region covers an area of 20,252km². Their Booja – meaning ‘their country’ – includes the Shires of Coorow, Dalwallinu, Dandaragan, Moora, Gingin, Victoria Plains, Toodyay and Chittering.

Nyoongar camping grounds, birthing areas, festival places, song lines and sacred lore sites are scattered throughout the Yued region. They are very significant and important for the Yued community.

The Shire of Gingin formally recognises the Yued Nyoongar People as an important stakeholder in the development and progression of the Shire.

Our Vision

“We are a welcoming and progressive community that celebrates its diversity and unique rural and coastal environment”

We aspire to have:

An active, healthy and safe community with a range of easily accessible services and facilities.

The Shire of Gingin's natural assets protected for future generations and recognised as one of the greatest sources of pride in our community.

High quality community infrastructure and development.

A strong economy based on tourism, agriculture, resources and supportive industries.

Progressive and transparent leadership which is contemporary and involves the community in responsible governance.

Council aims to match by:

Support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's shared service delivery.

Developing the Shire's capacity to support the conservation of natural assets and undertake sustainable resource management.

Effectively managing growth and providing for the community through the delivery of community infrastructure in a financially responsible manner.

Supporting economic development through the Shire's service delivery.

Demonstrating effective leadership, governance and advocacy.

Shire President's Report

On behalf of Council I am pleased to present the Shire of Gingin's Annual Report for 2020/21 to the community following a colossal year of both highs and lows.



COVID-19 Impact

It is no secret that the COVID-19 Pandemic has had a huge impact on the lives of all citizens across our Shire. Additionally, Council and the Shire at large has also felt this impact with supplies and building contractors difficult to source in addition to the cost of goods rising significantly over the past 12 months.

It was important to Council however, to bear some of the brunt of the financial hardship caused by the Pandemic which was why this financial year, like many Councils across WA, Council elected to keep the rate increase at 0% to the rate in the dollar across UV and GRV rated properties. The minimum UV rate of \$1,400 and \$1,110 for GRV properties remained unchanged as well as the differential minimum rate of \$2,548.

Volunteer Contributions

As we would all know, volunteers are a priceless resource in any community that we draw on during times of emergency but also to give life to our communities and make them the incredible places that they are to live, work and play.

This year we honoured our volunteers with a 'Volunteer Thank You Evening' event in Gingin which was a special opportunity to recognise the contribution made by our many communities' wonderful volunteers and to provide them with an evening's entertainment. On behalf of Council, I extend my heartfelt thanks to three other organisations beside the Shire which acquired funding from Volunteering WA to hold this event (Lancelin Community Resource & Visitor Centre, Ledge Point Community Association and the Woodridge Community Association) and to the many volunteers and community groups who helped to make this special evening possible. It was a long overdue opportunity to give something back to those who have already given so much to our communities.

BEN Signs

One of the most important community projects the Shire has undertaken this year was the installation of the Beach Emergency Number (BEN) signs at 66 locations across the Shire.

The locations chosen for each of these signs throughout the Shire of Gingin were determined by the Shire in consultation with the Department of Primary Industries and Regional Development, the Department of Biodiversity, Conservation and Attractions and with relevant community stakeholders and organisations – of which there were many.

I hope community members never have to make use of the BEN signs but if you do, that they afford you the precious seconds that in an emergency are so often the difference between life and death.

Gingin Outdoor Activity Space

Without a doubt the Gingin Outdoor Activity space and the community group behind it is one of the best projects produced in our Shire for quite some time. This project was community driven from the start with the Gingin Outdoor Activity Space Project group coming together in 2018 with the idea that they wanted to potentially relocate, renew and add to existing playground equipment for children in Gingin.

The Project Group actively worked with the Shire at all stages of this project to ensure their vision was achieved. This included independently undertaking fundraising activities and sourcing sponsorships, obtaining in-kind works and contributions and securing \$150,000 in partnership with the Gingin CRC through a successful Bendigo grant application. This project is a stellar example of how community members can champion a project and work in partnership with Council to achieve it.

Bush Fires

2020/21 produced three bush fires which reached emergency level. The most significant was the Red Gully Bush Fire in January 2021 which burnt through nearly 10,000 hectares.

Each time we have a bush fire of this magnitude it is an incredibly humbling experience to witness the professionalism and willingness of all of the various agencies to work collaboratively and share resources to overcome these emergency threats. The army of local fire fighters and those that come from further afield in addition to the many Shire staff that work together to protect our communities and overcome these threats is so incredibly invaluable to Council and the Shire of Gingin. The commitment of all to protect our communities will not quickly be forgotten.

I'd like to thank the Councillors for their dedication and hard work over the past 12 months. There have been a lot of challenges but Council has risen admirably to the occasion I believe. I would also like to acknowledge and thank Shire staff for all of their hard work this past financial year. The pandemic, bush fires and several challenging projects have created a very busy and tough environment for staff to work in over the past 12 months. This has meant a lot of overtime and sacrifices beyond the usual to keep up with delivering the Shire's many services and projects to the community. I hope that community members will join with Council and I in commending them for their hard work and efforts.

I would lastly like to extend my gratitude to the wider community for your encouragement and support over the past 12 months and into the next. As a community we have lived through arguably the most challenging period in recent memory. I hope this Annual Report portrays the sheer amount of hard work our Council and Shire staff have exerted over the last 12 months in our tireless attempt to serve our many community's interests.

**Cr Wayne Fewster
SHIRE PRESIDENT**

CEO'S Report

We've had an incredible 12 months in the Shire of Gingin with a variety of challenges which ultimately we've come together with community spirit and perseverance at the fore to see through and reach a number of significant achievements.



Orange Springs Road

Stage 1 of the Orange Springs Road upgrade (from Cowalla Rd east for 10.2km), which was fully funded by the State Government for \$5.2 million concluded construction in August 2020. This project increased the road and seal width to ensure the road remains up to task to handle the high volume of heavy haulage traffic which readily makes use of it and it is also safer for local traffic.

The Shire was notified that further funding of \$4 million was awarded by the Federal and State Government for Stage 2 (the remaining 7.7km to Brand Highway) through the Wheatbelt Secondary Freight Network. These works continued on seamlessly from the Stage 1 works and concluded in December 2020. The only monetary contribution from the Shire for the full 17.9km reconstruction of Orange Springs Road was \$260,000 from a total project cost of \$9.2m.

Altus Implementation

The Shire of Gingin this year became an early adopter for the Altus Financial Suite – the first local government in WA to trial this new financial product.

This software program is designed to replace the aging Synergy Soft platform in use by many WA local governments across the State. The Altus Financial Suite is a cloud-based financial and accounting solution and business management system that takes older, more manual, paper-based processes and systemises them in a product that is accessible from anywhere, anytime.

The implementation was not without its challenges and required tremendous amounts of time and input from staff. However, already its effects are being felt with a reduction in paperwork and swifter processing times.

Coastal Erosion

With rising sea levels predicted, coastal erosion continues to remain one of Council's top priorities to address. During this period Council resolved and actioned the closure of the Edward Island Point Access during the winter months to allow the area some time to recover each year from the vehicle and pedestrian traffic. The Old Access Track is now permanently closed and vehicle access is from the beach. Council has also installed sand traps in the area to assist in the dune restoration and these were quite successful in naturally rebuilding sand depth.

Towards the latter end of the financial year staff began the consultation process with the public to fill in a number of gaps in the Coastal Hazard Risk Management and Assessment Plan. This consultation will continue into the 2021/22 financial year.

Economic Activity

The COVID-19 Pandemic has impacted the Shire in perhaps one way we didn't expect and that is by increasing economic activity levels throughout the Shire, particularly for the Shire's Building and Planning Departments. The WA Government's housing stimulus package combined with the lack of rentals in WA saw a sharp uptake in the demand for construction of new housing. Lockdowns and travel restrictions also have given rise to many looking to undertake domestic building projects at home adding further increases to the demand for building and planning application approvals.

This rise in demand has invigorated the Shire's economic forefront with the trade-off of placing a great deal of pressure on the Shire's Building Surveyor and Planners to process all of the incoming planning applications and building permits. It is expected that this trend will continue well into the next financial year and possibly the following one as well.

Bush Fire Mitigation

With three more Emergency Level bush fires during the 2020/21 financial year (including the Red Gully Bush Fire which burnt through close to 10,000 ha), Council and staff have focused heavily on undertaking mitigation works for the 2020/21 financial year.

Since January 2019 the Shire has secured \$1,321,874 in Mitigation Activity Funding (MAF) and implemented 103 treatments in an effort to address the risk to identified assets. The MAF funded program has been extensively supported by the works undertaken by the DFES Metropolitan North Coastal Region under the guidance of District Officer Shaun Champ. The Shire of Gingin and DFES Regional Office have worked closely to coordinate the mitigation activities within the Shire, engage other key stake holders and maximise the outcomes of our respective mitigation programs.

In 2021 DFES committed a further \$1,043,500 for mitigation in Extreme and Very High Risk areas.

The value of mitigation works across the Shire cannot be underestimated with the 2019 Lancelin Bush Fire, the 2021 Red Gully and 2021 Gingin Brook bush fires benefiting greatly. The impact of mitigation activities was clearly evident in combatting these bush fires by either directly reducing the intensity of fire behaviour or assisting in the planning of tactics to defend residential areas as these fires approached.

I would like to thank the Shire of Gingin community for its ongoing support and encourage residents and ratepayers to contact the administration should they have any queries and concerns. We will work to the best of our ability to assist, resolve or at least provide answers to issues raised. We are an organisation that continually looks to improve its processes and provide open and transparent local government leadership.

Aaron Cook
CHIEF EXECUTIVE OFFICER

Snapshot of the Shire

The Shire of Gingin is diverse in people, place and activity.
Here's a snapshot of your Shire over the last year.

Social



11,448

Serviceable Population

*(This figure is estimated based on the calculation of the 2016 Census population
+ 45% of the number of rateable properties in the Shire x 2.5 average per household)*



5,353^A

People living in the
Shire of Gingin



1.9%*

Aboriginal and Torres
Strait Islander population



47*

Median Age



\$1,123*

Median Weekly
household income



23%*

Residents born
overseas



3,891*

Dwellings



31%*

Households
with a mortgage



18%*

Households
renting



2

Schools



1

Swimming Pool



3,223km²

Total Area



70km

Coastline



5

Town Sites



923km

Sealed/Unsealed
Roads



60-130km

Distance north from
Perth CBD

Economic



6.5%*

Unemployment Rate



Labouring*

Largest employer



\$441,000°

Median housing value
(town sites only)



615^

Local businesses



Vegetable Growing*

Top Industry

Sources

^ABS ERP 2020

*ABS Census 2016

°REIWA





About Council

Your Councillors represent you: the Community.

The Shire of Gingin is served by a Council consisting of a Shire President and eight Councillors who are elected by popular vote to represent your community.

The Shire's Councillors work together as a team to represent the interests of the Shire as a whole. Once a decision is made by Council it is the responsibility of the Chief Executive Officer to see that decision implemented.



Cr Wayne Fewster
SHIRE PRESIDENT
Term – 2023



Cr Kim Rule
DEPUTY SHIRE PRESIDENT
Term – 2025



Cr Linda Balcombe
COUNCILLOR
Term – 2023



Cr Jan Court
COUNCILLOR
Term – 2023



Cr Frank Johnson
COUNCILLOR
Term – 2025



Cr Jacqui Lobb
COUNCILLOR
Retired 2021



Cr James Morton
COUNCILLOR
Retired 2021



Cr Frank Peczka
COUNCILLOR
Term – 2023



Cr Andrea Vis
COUNCILLOR
Term – 2023

Council Meeting Attendance

Council is the decision-making body of the Shire and usually meets on the third Tuesday of every month at 3pm.

For 2020/21 the number of Council meetings held and the numbers of those meetings attended by each Elected Member is as follows:

Councillor	Ordinary (12)	Special (7)	Annual Electors (1)	Committee Meetings*
Cr Wayne Fewster	11	7	1	15
Cr Linda Balcombe	12	7	1	7
Cr Jan Court	12	7	1	9
Cr Frank Johnson	11	6	1	12
Cr Jacqui Lobb	10	4	1	3
Cr James Morton	11	5	1	9
Cr Frank Peczka	12	6	1	6
Cr Kim Rule	10	6	1	10
Cr Andrea Vis	11	3	1	5

* Note that Committee attendances listed for individual Councillors only relate to those Committees of Council that the Councillor was appointed to as either a member or deputy member.

Council Committees

Under the *Local Government Act 1995* local governments are required to have an Audit Committee that meets at least twice a year. The Audit Committee ensures that the Shire of Gingin fulfills its governance responsibilities in areas such as financial and risk management, internal control structure, ethical accountability and legislative compliance.

Non-statutory committees include the Bush Fire Advisory Committee, Coastal Erosion Advisory Committee, Gingin Medical Centre Committee, Guilderton Caravan Park Advisory Committee, Local Emergency Management Committee and the Plant Committee. Attendance at Committee Meetings for all Councillors has been tallied together in the above table.

About the Shire

Boasting one of WA's oldest towns and strong links to significant historical Australian events including a number of famous shipwrecks, the Shire of Gingin rests on the northern doorstep to WA's capital and is one of the state's fastest growing local governments.

It's a hive of agricultural productivity, memorable coastlines and lush green valleys with easy access to the nearby bustling metropolis of Perth. Our residents enjoy a relaxed way of life living in our Shire's many communities whilst keeping their fingers on the area's economic pulse.

In recent years the Shire has experienced population growth and it is forecast to continue growing at a substantial rate with forecast figures tipped to reach 6,600 by 2023 and increase to 7,900 by 2031.

The Shire encompasses an area of 3,223 km² and is home to a population of approximately 5,300 permanent residents. There are five townships within the Shire being Gingin (1871), Guilderton (1951), Lancelin (1950), Ledge Point (1955) and Seabird (1968) in addition to a number of smaller rural estates.

Geographically the Shire stretches from the coastline across the flat sandy soils of the Swan Coastal Plain in the west to the hinterland and foothills of the Darling Scarp in the east. It also embraces the lower reaches of Moore River together with a system of freshwater lakes, streams and swamps and the watercourse of Gingin Brook.

Agriculture is the Shire's primary economic contributor. It accounts for 41.9% of local business and some 137,145 ha of land. However, peri-urban growth and associated pressure on market gardening has resulted in the Shire broadening its focus from traditional broad acre farming to intensive horticulture. Local industries within the Shire include cattle and sheep grazing, apiaries, irrigated horticulture, viticulture, olive groves, aquaculture, piggeries, poultry farms, wineries, abattoirs, feedlots, and cray fishing.

In addition to rural industries the Shire's economy is also based around tourism with coastal areas experiencing a large influx of people during the summer holiday season.

With its magnificent coastline, pristine river systems and panoramic views, the Shire of Gingin is a unique and exciting place to live and visit.

About Shire Staff



Aaron Cook
Chief Executive Officer
Elected Member

- Support
- Human Resources
- Communications & Marketing
- Tourism
- Special Projects
- Occupational Health & Safety
- Integrated Strategic Planning
- Governance
- Emergency Services



Les Crichton
Executive Manager
Corporate & Community
Services

- Administration
- Finance
- Information Technology
- Information Management
- Customer Service
- Rates
- Community & Economic Development
- Youth Services



Bob Kelly
Executive Manager
Regulatory & Development
Services

- Waste Services
- Building Services
- Planning Services
- Town Planning
- Ranger Services
- Environmental Health



Allister Butcher
Executive Manager
Operations

- Maintenance of Shire Facilities
- Engineering & Civil Operations
- Parks & Gardens
- Asset Management
- Road Works
- Disability Access



Photo: Gingin Discovery Centre & Observatory

Planning for the Future

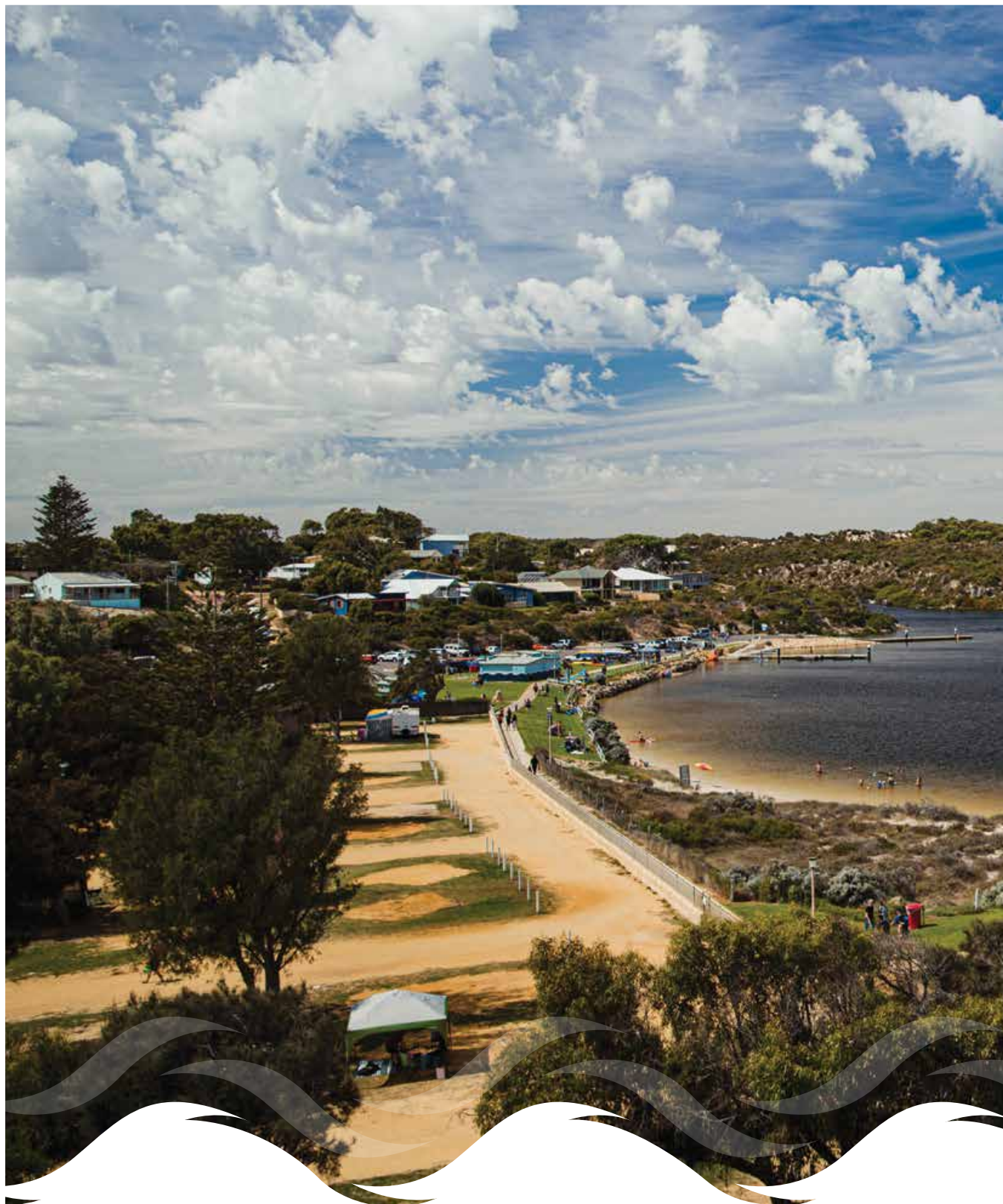
**The Shire of Gingin's Plan for the Future is comprised of two key documents
– the Strategic Community Plan and the Corporate Business Plan.**

The Strategic Community Plan 2019-29 is the overarching document developed to embody the aspirations and goals of the Shire's communities.

The community's aspirations and Council's objectives drive the five Focus Areas (Community Wellbeing, Natural Environment, Infrastructure & Development, Economic Development and Governance) for the plan that Council and the Shire of Gingin will be measured against to ensure the future desires of the community are attained.

This Annual Report aligns with the Strategic Community Plan 2019-29 and describes the Shire's performance against its Strategic Community Plan and the Corporate Business Plan. It's an essential tool to inform the community and key stakeholders about the Shire's achievements and future plans.

In the following pages, major highlights and key achievements under each of the five objectives will be showcased to demonstrate the Shire's progress towards meeting the vision and aspirations set for us by the community.



2020/21 Year in Review

This report summarises the Shire of Gingin's progress during the 2020/21 financial year towards attaining the objectives, outcomes and actions set out in the Shire's Strategic Community Plan 2019-29.

Community Wellbeing



Volunteers

On 22 May 2021 Council honoured our volunteers with a **Volunteer Thank You Evening** event in Gingin which was a special opportunity to recognise the contribution made by our many communities' wonderful volunteers and to provide them with an evening's entertainment.

Three organisations (Lancelin Community Resource & Visitor Centre, Ledge Point Community Association, Woodridge Community Association) and the Shire acquired funding from Volunteering WA to hold this event with volunteers once again stepping up to help put on this event itself. It was a long overdue opportunity to give something back to those who have already given so much to our communities.

The Shire also relies on volunteers to assist the Gingin Care Group (themselves also made up of volunteers) and the Gingin CRC with their Community Car Service in Gingin. A similar service also operates out of Lancelin with volunteers assisting the Lancelin CRC to operate this service. This community initiative is a wonderful example of community spirit to help those unable to drive themselves to get to and from their medical appointments.

Volunteers are active no matter where you look in our communities from our emergency services such as our bush fire brigades, St John's Ambulance, etc. to their involvement with local sporting clubs and community events such as the Gingin British Car Day or the Lancelin Buskers Festival, etc. The Shire continues to support our volunteers with access to free information and resources plus support for their activities in our communities.



Shire Events & Funding

Community Funding Program

Every year Council provides financial support to local community organisations and groups for projects and events. There are four funding streams available:

- Community Projects (up to \$10,000);
- Council Budget Requests (over \$10,000);
- Public Liability Insurance (up to 50% contribution); and
- A Funding Assistance Scheme (available in 3-year cycles).



27

Grant Applications received totalling \$170,986



24

Successful Grant Applications totalling \$99,823



Community Events (run by the Shire)

Despite the challenges of COVID-19 during 2020/21, the Shire was able to host the following annual events:

- Summer Suite of Events which included:
 - Music in the Park – Guilderton (9 January 2021);
 - Australia Day Picnic Breakfast - Neergabby (26 January 2021);
 - Gingin Triathlon (21 March 2021); and
 - Immerse Creative Arts Festival – Lancelin (10 April 2021).
- Youth Week Roadshow – held in Gingin, Guilderton and Lancelin during Youth Week (9-16 April 2021).
- Volunteer Thank You Evening – held in Gingin on 22 May 2021 to celebrate and honour the Shire's volunteers during Volunteer Week, 17-23 May 2021.

Owing to the health implications of COVID-19, the Shire's annual Seniors' Week event in November 2021 was unfortunately cancelled.



5

Australian Citizenship Ceremonies



30

New Australian Citizens



8

Countries of Origin

Community Events (supported by the Shire)

In 2020/21 the Shire provided financial and in-kind support to local groups who hosted a range of community events which included:

- Woodridge Community Breakfast – November 2020
- Ledge Point Sandcastle Competition – January 2021;
- Lancelin Primary School P&C Monster Fête – February 2021;
- Rock'n Arts in the Park – March 2021;
- Ledge Point Easter event – April 2021;
- Gingin Easter Egg Hunt – April 2021;
- Gingin British Car Day – May 2021; and
- A number of Moore Catchment Council community information sessions and planting days throughout 2020/21.



113

Event Applications received for local community events



Gingin Library

1,423 Visitors
241 Rhyme & Story Time attendees*



Lancelin Library

1,011 Visitors
121 Rhyme & Story Time attendees

**Rhyme & Story Time attendees reduced significantly during the COVID-19 Pandemic.*



Photo: James Morton



Photo: Nikki Woods

Bush Fires

Bush fires across Australia are becoming an even more regular occurrence in recent years with the Shire of Gingin no exception. The 2020/21 bush fire season could well be looked at as a watershed moment for our Emergency Services responders with two significant incidents that tested everyone from frontline operational firefighters to Shire staff.

When these emergencies happen, not only do volunteers have to step up to deal with them but so too, does the Shire. During any local emergency the community looks to the Shire for support and this support is provided in a variety of ways. For bush fires this includes the supply of personnel and machinery to support firefighters, staff to assist at evacuation centres (if established), senior/technical staff to liaise with the various agencies/groups involved, communications staff to provide critical information to the community and staff to assist in the recovery effort in the aftermath of the event and more.

Red Gully Bush Fire

At 9:37am on 2 January 2021 the alarm went off for a fire at Red Gully that would see one of the biggest firefighting operations the Shire has ever undertaken. This fire burnt approximately 10,000ha and stretched from east of Brand Highway to Ocean Farm in the west. It had firefighters from across the state set up operations points at all four corners of the Shire to facilitate the emergency response effort which at its peak included eight air resources and approximately 200 firefighting appliances.

The fire posed a significant threat to the communities of Ocean Farm Estate and Seaview Park Estate in the Shire of Gingin. Additional concern was held for the safety of persons traversing the Nilgen Nature reserve to the west of Indian Ocean Drive and for the localities of Wedge Island and Grey Settlement in the Shire of Dandaragan.

Shire staff were instrumental in activating and assisting where necessary at the Guilderton Hall evacuation centre which ran for a period of five days. Other staff played active roles in recovery, the supply of necessary stores, equipment, transport and just as importantly, knowledge toward the effort to protect the community. To further complicate an already complex situation, a second fire erupted out of the Yeal nature reserve to the south-west of the Shire which required the remobilising of some of the already exhausted crews who were stood down from the Red Gully Bush Fire for much needed rest.

Gingin Brook Bush Fire

Close to the end of the fire season the Shire's resources and resilience was again tested with a short, sharp but very intense fire that struck at the very heart of the Gingin town site. An entirely accidental cause saw this fire race along the Brook and head towards the town centre only to be pulled up short of the water wheel. In an emergency of this scale time is precious.

The Shire has made significant investments into our fire-fighting resources, in particular for our volunteers and the training resources available to them. This investment will always bear fruit as it did during both the Red Gully Bush Fire and the Gingin Brook Bush Fire. Were it not for the swift action of the Shire's volunteer emergency services personnel, those from surrounding local governments, career firefighters, Department of Fire & Emergency Services (DFES) and Shire personnel, the outcome may have been very different for both the Gingin Brook Bush Fire and the Red Gully Bush Fire.

Mitigation works also played their role. These works were carried out by DFES in collaboration with Shire along the Gingin Brook and in particular the Three Bridges earlier in the year. Without them, the Three Bridges would most certainly have been lost to the fire.



Mitigation Works

Under the 'State Hazard Plan – Fire' an integrated Bushfire Risk Management Plan (BRMP) must be developed for local government areas with significant bushfire risk.

In 2018 the Shire secured funding from the Department of Fire & Emergency Services (DFES) to employ a Risk Planning Coordinator with the responsibility of developing the Shire's BRMP as part of a state-wide initiative. The development of the plan involved consultation with other agency stakeholders to ensure mitigation strategies are coordinated and executed efficiently regardless of land tenure.

In January 2019 Council endorsed the Shire's BRMP which had been approved by the Office of Bushfire Risk Management. This BRMP identified in excess of 5,000 assets with a risk rating from Extreme to Low Risk. Since January 2019 the Shire has secured \$1,321,874 in Mitigation Activity Funding (MAF) and implemented 103 treatments in an effort to address the risk to identified assets. During the 2021/22 MAF Round we will be seeking a further \$500,000 to continue our mitigation activities within Extreme and Very High Risk areas within the Shire.

The MAF funded program has been extensively supported by the works undertaken by the DFES Metropolitan North Coastal Region under the guidance of District Officer Shaun Champ. The Shire of Gingin and DFES Regional Office have worked closely to coordinate the mitigation activities within the Shire, engage other key stakeholders and maximise the outcomes of our respective mitigation programs.

In 2021 DFES committed a further \$1,043,500 for mitigation in Extreme and Very High Risk areas.

In a recent Office of Bushfire Risk Management review on the effectiveness of mitigation activities within WA, the effectiveness and strategic value of this collaboration was noted by the Office.

During the Lancelin (2019), Red Gully (2021) and Gingin Brook (2021) fires the impact of mitigation activities was clearly evident in either directly reducing the intensity of fire behaviour or assisting in the planning of tactics to defend residential areas as these fires approached.

During 2021 the Shire was one of three local governments selected to trial a new role jointly funded by DFES, the Shire of Gingin and the Shire of Victoria Plains. The trial seeks to address the need to continue to support local governments in the identification and treatment of the risk from fire beyond the initial program which was initiated in 2019.

The Shire of Gingin is looking forward to continuing to participate in the Mitigation Activity Program in collaboration with the DFES Metropolitan North Coastal Region into the next financial year and beyond.

Beach Emergency Signs

The Beach Emergency Number signage (BEN signs) system is named in honour of fatal shark bite victim Ben Gerring who lost his life after a shark bite incident in 2016. At the time, emergency services had difficulty locating the closest beach access point and consequently lost valuable support time.

In 2020 the BEN sign project for the Shire of Gingin coastal and designated inland areas was completed. A total of 65 BEN signs were placed along 70kms of coastline from Narrow Neck to the north of Lancelin to the Flat Rocks Lookout at Wilbinga and also in non-coastal areas where a high number of incidents and difficult access routes were reported by these services.

Each BEN sign has a unique code linked to the sign's location coordinates based on the distance between the sign location and the Shire of Gingin's northern boundary. Sign information has been integrated into a computer aided dispatch systems used by emergency services (ambulance, police and fire crews) and Surf Life Saving WA.

Access routes to each sign and the best pole position was determined through consultation with local stakeholders including community associations and coastal groups, land owners, the Department of Biodiversity, Conservation and Attractions (DBCA – Parks and Wildlife Service, Western Australia) and Shire of Gingin Emergency Services. This information included 4WD-only, beach driving, seasonal road closures and directions to access off-road locations in the Shire of Gingin and DBCA managed land.

All BEN signs have a dual purpose as each installed sign is reversible – a uniform red and green sign on the front and a beach closure sign on the back.

Since installation BEN signs have been instrumental in saving lives and providing a location marker for shark sightings, wildlife injuries and navigational points for 4 wheel drivers and tourists.

The location of the Shire of Gingin BEN signs are listed on the SharkSmart App which is free to download onto your smart phone.



7

000 calls to
St Johns
Ambulance



5

Shark sightings



Photo: Gingin DHS



Cadetship Program

Under the State Hazard Plan for Fire local governments identified as having significant bushfire risk are required to have a Bushfire Risk Management Plan (BRMP) endorsed by the Office of Bushfire Risk Management (OBRM).

A key element of the Shire of Gingin's BRMP is to increase community bushfire risk awareness, build resilience and enhance our bushfire response capability.

In 2020 the Shire of Gingin in partnership with Gingin District High School and supported by Gingin Volunteer Fire and Rescue Service and the Department of Fire & Emergency Services (DFES), piloted a Cadet Firefighter Program with 22 x Year 10 students.

In 2021 the Minderoo Foundation joined the program by extending financial assistance to provide students with Personal Protective Equipment. This support enabled the program to be expanded to include introducing the students to planned burns where they can experience different fire behaviour and suppression techniques. Minderoo also hosted a national conversation during 2021 with fire services and education representatives around the country to promote the program.

As we move into 2022, the Shire of Gingin and Gingin District High School continue to expand the program by introducing students to the newly develop DFES 'Assist in Planned Burns' program, first aid training and introductions to the other volunteer services available to them within the shire.

The Shire and Gingin District High School would like to express its thanks to all those volunteers who have assisted in the delivery of the program. In particular we would like to acknowledge the continued support of the Minderoo Foundation and the Gingin Volunteer Fire and Rescue Service.

Environmental Health

The role of the Shire's Health Officers is to manage, monitor and provide education on public health risks in a number of different areas. This includes food safety; wastewater disposal; building applications (pests, animals, bees, noise, dust, sand drift, odours, nuisances, etc.); trading in public places; account enquiries; public buildings and events; lodging houses; event applications; caravan parks and camping grounds; water quality monitoring (recreational facilities and natural recreational water bodies such as Moore River); drinking water; skin penetration; substandard/dilapidated and/or unsightly properties, buildings and dwellings; and the management of waste collection services and waste disposal facilities.

The Health Services Department is responsible for providing support and guidance to the Shire's Waste Management Advisory Committee in developing a financially viable and environmentally sustainable strategic approach to the provision of services and facilities that the community needs for the next 50+ years. The Department also works closely with local food businesses such as major egg producers in reducing incidence of Salmonella, the Guilderton Store to become operational and the developers of a proposed boutique micro-brewery.

COVID 19 has required a robust response from the Department with the ability to be locally responsive and action-focussed in providing the public, businesses, community groups, Council and the Shire's Executive and staff with the health advice and knowledge in all aspects to help prevent the spread of Coronavirus. The Department continues to actively monitor, review and advise on the risk that COVID-19 presents to the community as the pandemic evolves into 2021/22.

The Shire also employs a Stable Fly Officer to provide a monitoring, investigation and educational role to the local agricultural industry to help minimise stable fly numbers with the insect a prevalent pest throughout the Shire. The role supports Department of Primary Industries & Regional Development by promoting its guidelines as well as the general public and local Stable Fly Action Group in receiving and reacting to real time 'on-the-ground' intelligence that help address problem areas.



50

Food Inspections



8

Food Sample Tests



281

Building Applications assessed



204

Health Complaints investigated



92

Waste Water Approvals provided



412

Sale of Property Assessments



64

Water Quality Samples from 7 x aquatic facilities



114

Water Quality Samples from local water bodies



273

Stable Fly Complaints received



4

Lodging Houses inspected



10

Caravan Parks/ Camping Grounds audited/monitored



113

Event Applications assessed for risk compliance

Community Health

During 2020/21 public health was at the forefront of the world's thoughts with the COVID-19 Pandemic continuing to dominate many aspects of our lives. During this time the Shire continued to promote the health mandates enacted by the WA State Government as per its declared State of Emergency. This included:

- Providing updates on key public health requirements as they were enacted;
- Directing the public to additional online resources;
- Managing Shire services and public spaces to remain in alignment with the health mandates;
- Liaising with State Government agencies to clarify directions as required; and
- Any other relevant actions in order to keep our community safe.

The Gingin Medical Centre Committee (comprising several Councillors and the CEO) said farewell to Dr Danel Conradie in August 2020 and shortly thereafter commenced the recruitment of a new doctor. They were successful and Dr Oladapo Alegbe (Dr Dapo) commenced with the Gingin Medical Centre in January 2021. Previously Dr Dapo was based in Northam with twenty years of general practitioner experience.

Throughout 2020/21 the Shire continued to promote health services and safe practices to the community including free breast screenings, hearing clinics, eye clinics, safe swimming practices in recreational water bodies, safe use of off-road vehicle areas and more.

Natural Environment



Coastal Erosion

Coastal Erosion has continued in the Shire however, this has been to a lesser extent than previous years. It is important that Council and the community work together regarding coastal erosion as many of the impacts are not from storm damage but rather from how members of the public and tourists use the coastal areas and where they drive.

The impacts of coastal erosion are increasing in complexity due to the issues of infrastructure and residents and the requirements of State and Local Town Planning and how the Shire will progress with the impacts and potential future coastal lines.

During 2020/21:

- There have been no significant works required other than sand re-nourishment in the Grace Darling Park area in Lancelin.
- Council has continued to apply for grants through the State for various actions and has been successful in obtaining them and undertaking these works.
- Council resolved and actioned the closure of the Edward Island Point Access Track during the winter months to allow the area some time to recover each year from the vehicle and pedestrian traffic. The old access track is now permanently closed and vehicle access is from the beach.
- Council has also installed sand traps at Lancelin to assist with the dune restoration and since their installation these have been quite successful in naturally rebuilding sand depth.

Inundation Study

Additionally in August 2020 Council received the Shire's Inundation Study from the consultants contracted to undertake this study. The Inundation Study identifies potential areas subject to coastal inundation risk through coastal locations of the Shire at Lancelin, Ledge Point, Seabird and Guilderton.

The project's outcomes will be used to improve the understanding of coastal inundation hazards for the Shire now and into the future and also to inform risk management and adaptation planning. Additionally it details planning timeframes under projected sea level rise.

Rangers

The Shire of Gingin Rangers are focused on community safety through education and awareness campaigns and the enforcement of various legislation and Shire Local Laws. The Shire's Rangers monitor community compliance in a range of areas and investigate complaints. Rangers primarily undertake an education first approach but if required, can enforce regulatory controls which may include administrative controls, penalties or prosecution.

Rangers also respond to many customer service requests and undertake a variety of duties including (but not limited to) uncontrolled/unregistered dogs/cats, stock on road, abandoned vehicles, beach closures due to shark sightings, off-road vehicle area closures due to Total Fire Bans, an annual fire break inspection program, fire permit breaches, illegal parking, the patrol of off-road vehicle/prohibited vehicle areas, illegal camping and littering.

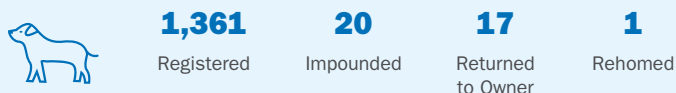
Within the 2020 -2021 period, Rangers issued 626 notices in the following areas:



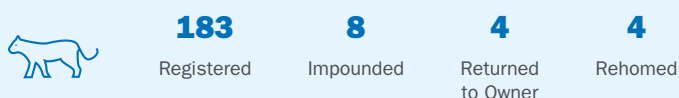
Firebreak Inspections



Dogs



Cats



\$95,290

in funds collected from
Parking Meters in 2020/21

Guilderton Foreshore Paid Parking

In 2017 (after a public consultation period), Council introduced paid parking in Guilderton in select areas. This measure was introduced to assist with funding the protection of the native environment around Guilderton and also for much needed infrastructure improvements for Guilderton, in particular for the foreshore area on the Moore River which is extremely popular with the community and visitors to Guilderton.

To date, the funds raised from the paid parking in Guilderton have not been spent by Council but are being kept in reserve until sufficient funding has been accrued.



19,983

Total number of parking
tickets purchased

Waste Services



171.2 T

Glass



26.07 T

Metals



235.26 T

Paper/Cardboard



33.45 T

Plastics



181.42 T

Bulky Wastes



1.92 T

Batteries



3.42 T

Waste Oil



1.32 T

Tyres

Kerbside Collections



Domestic

451 T

Recycling Collection

2,109 T

Waste Collection

Commercial

18 T

Recycling Collection

70 T

Waste Collection

Verge Collection



129.8 T

Annual Green Waste Collection

Street/Park Bins



293.28 T

Waste Collection

Landfill Drop Offs



4,223.8 T

Waste Deposited to Landfill

Infrastructure & Development



Orange Springs Road

Stage 1 of the Orange Springs Road upgrade (from Cowalla Rd east for 10.2km), which was fully funded by the State Government for \$5.2 million concluded construction in August 2020. This project increased the road and seal width to ensure the road remains up to task to handle the high volume of heavy haulage traffic which readily makes use of it and that it is also safer for local traffic.

The Shire was notified that further funding of \$4 million was awarded by the Federal and State Government for Stage 2 (the remaining 7.7km to Brand Highway) through the Wheatbelt Secondary Freight Network. These works continued on seamlessly from the Stage 1 works and concluded in December 2020. The only monetary contribution from the Shire for the full 17.9km reconstruction of Orange Springs Road was \$260,000 from a total project cost of \$9.2m.

The value of these large-scale road network projects cannot be underestimated. Rail has remained underdeveloped in Western Australia for many decades now and in some instances, has been discontinued. This means an increasing number of trucks make use of our road networks to transport goods around WA and Australia at large. Additionally, the size and number of trucks and other vehicles has continued to grow as our population expands and the demand for the supply of goods rises.

Orange Springs Road is a recognised lime freight road in addition to being made use of for vehicles to cross east-west from Brand Highway to Indian Ocean Drive and vice versa. These upgrades are the largest road upgrades undertaken in the Shire in a number of years and it is envisaged that as the Shire's population continues to grow as forecast, further large-scale road upgrades and improvements will be undertaken.



Road Asset Renewals

The Shire of Gingin has delivered and commenced a number of road infrastructure projects during the year. This includes the completion of the major construction upgrades for Orange Springs Road, road upgrade works for Cheriton Road and Coonabidgee Road, the sealing of Mortimer Road, the re-sheeting of Dingo Road and the annual gravel/sealed road patching and grading programs.

The Shire's Road Construction and Maintenance crews have also continued to undertake all of its regular duties including signage installation/upgrades, gravel/limestone/sand cartage, tree pruning, verge maintenance, spraying, fire breaks installation, drainage works, storm damage clean up and more.

Infrastructure Works



163*

locations where Gravel/
Sealed Road Patching
was undertaken



65*

locations where
Maintenance Grading
was carried out



24*

locations where new
Signage was installed



42*

locations where Tree
Pruning/Verge Maintenance
was undertaken



55*

locations where
Spraying was carried out



28*

locations where fresh
Fire Breaks were
installed



22*

locations where
Drainage works
were undertaken



31*

locations where
Slashing works
were carried out



10

locations where
Street Sweeping
was carried out



897

Customer Service
Requests received and
actioned accordingly



30

Restricted Access Vehicle
applications received and
accessed for approval

**These statistics include occasions where locations were visited to undertake works more than once, e.g. Cullulla Road had maintenance grading undertaken on it on five separate occasions throughout 2020/21 to ensure it remained at a good standard to drive on with the road heavily used.*



Granville Upgrades

The Shire of Gingin is home to a vast array of assets and facilities which are available for public use. From time to time however, these facilities need to be updated and/or have significant maintenance works undertaken. These works are generally factored into the Shire's asset planning and are carried out as time and budgeting permits. This financial year saw two such sets of works take place in Granville Park in addition to others across the Shire.

The re-roofing of the Granville Civic Centre was commenced in February 2021 with scaffolding erected to facilitate the removal and replacement of the roof which had become critically deteriorated. The roof replacement was completed in a timely fashion and works concluded in March 2021.

The ablution block in Granville Park also received a much-needed face-lift in January 2021 with works taking a little longer to complete than those for the Granville Civic Centre. These works included a full re-roof of the structure, retiling and screeding, painting and improved/renewed fixtures.



Redfield Park Fire Shed

In 2018/19 the Shire's Community Emergency Services Manager/Chief Bush Fire Control Officer was approached by the leadership group from the Guilderton and Districts Volunteer Bush Fire Brigade to build an extension on their existing facility in Redfield Park as there was insufficient room to house all their appliances.

Due to both the Brigade's facilities being deemed no longer fit for purpose, an application was made for funding from the Local Government Grant Scheme (LGGS) via the Department of Fire & Emergency Services (DFES) to build a new 3 bay facility with office space, a training area, kitchen and ablutions. The construction of the station itself took approximately 16 weeks with further time spent with fencing and carpark areas to finish off.

With the completion of this facility, both the Shire and DFES emergency services personnel have a state-of-the-art facility capable of accommodating a Level 2 incident management team, a large modern training facility and a station the local brigade can be proud to call home.





Concept Enquiries

From time to time a community group, sporting group or an individual may wish to undertake a project where they will alter, upgrade and/or add new infrastructure/assets to the Shire of Gingin's land and property (including Reserve land where a Management or Vesting Order may be in place).

A Concept Enquiry is an easy way to ensure that all of the relevant and required information and documentation (e.g. development approvals, building licence permits, etc.) has been submitted. This process ensures that any changes made to a Shire owned or vested premises is compliant with management orders (if applicable), building insurances, bush fire plans, building usage compliance, Town Planning Scheme requirements, etc. Additionally, part of the assessment process ascertains if the project aligns with the Shire's Strategic Community Plan (created through community feedback) and complies with Health, Building and any other relevant legislative requirements.

Concept Enquiries 2020/21



12

submitted



11

approved



5

projects currently
completed

Planning

With the release of Stage 1 of the Country Heights Rural Living Estate, in conjunction with the Federal Government Economic Stimulus Package (a measure introduced to boost the Australian economy in the face of the Coronavirus Pandemic), the number of planning applications processed increased from the previous year indicating confidence in the residential construction sector. Extractive Industries, Irrigated Horticulture and Animal Husbandry-Intensive uses continue to be attracted to the region boosting local employment and economic diversity.

The Statutory Planning Department anticipates further increases in the number of applications over the next 12 months and looks forward to seeing the approvals issued transition into the construction phase. Residents may observe increased building activity within the town sites and rural living estates as builders and trades are stretched to keep up in light of the COVID-19 pandemic and increased demand.



199

Development
Applications received



184

Development
Applications approved

Building

The Shire's Building Department is responsible not just for the issuing of building permits but also for a number of other areas throughout the Shire.

Swimming Pool Inspections

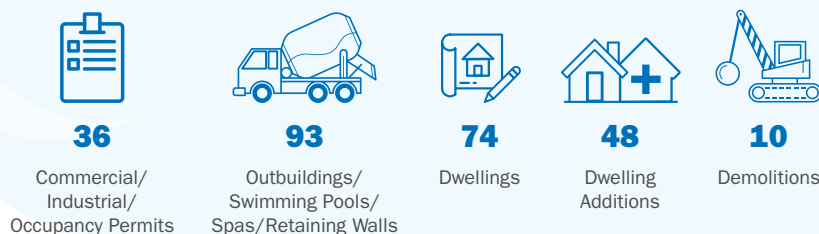
Swimming pool inspections are an ongoing program due to new pools and spas being constructed and four-yearly inspections coming due at staggered timeframes depending on when they are completed. The Building Department carries out compliance inspections when notified that a swimming pool or spa and safety barrier are completed and ready for inspection.

Building Permits

The building department has seen a marked increase in applications being submitted as a direct result of the government construction grants and the closed international/interstate borders due to COVID-19.

Two major projects receiving building approval during the 2020/21 financial year were the Gingin Outdoor Activity Space and the Level 3 Incident Control Centre.

These statistics are comprised of:



12

Building Permits issued
for Swimming Pools/Spas
& Safety Barriers
▲ 50% on 2019/20

170

Building/Demolition/
Occupancy Permits
in 2019/20
Value of \$23.2 million

▲261

Building/Demolition/
Occupancy Permits
in 2020/21
Value of \$29.2 million

Gingin Outdoor Activity Space

The Gingin Outdoor Activity Space (GOAS) is a nature-based playground located in the centre of Gingin near the popular Gingin Brook and historic water wheel that has featured on many artist's paintings of the area. There is a café nearby as well as a small independent supermarket.

The Gingin Outdoor Activity Space design incorporates nature-play along with rural/agricultural themes designed to promote community identity, ownership and pride. The design caters for all ages and abilities and takes into consideration mobility access as well as prams, scooters and other wheeled conveyances. Activities and equipment for children of all ages and youth have been included in the design.

The playground includes a BBQ and picnic area with a covered gazebo and picnic tables suitable for family gatherings and parties, several lawn areas with shade trees and a water play area suitable for toddlers. A unisex accessible toilet block is located at the playground and there are two water fountains in the park suitable for drinking water.

The cost of the Gingin Outdoor Activity Space was just over \$1million which was largely funded by grants and community funding.

Level 3 Incident Control Centre

The Level 3 Incident Control Centre (renamed the Gingin Emergency Services Centre) is a joint venture by the Shire of Gingin and the Department of Fire and Emergency Services. This building will serve as the Incident Control Centre for all emergency services that are required in the event of a serious accident or disaster in Gingin or surrounding localities. The cost of this project was \$2.87 million and the project is due to be completed in mid-2022.



Economic Development

Gingin Outdoor Activity Space

The Gingin Outdoor Activity Space was a community-based initiative that was predominantly driven by the Gingin Outdoor Activity Space Project group (formerly Gingin Interactive Space Group), a community working group who came together to initiate and progress the development of a new outdoor activity space within the Gingin town site. The working group was independently formed in 2018 and was made up of several community members representing different demographics and/or interests in the community.

This project (formerly known as the Gingin Regional Playground) was instigated by the community given the aging and limited playground equipment in the Gingin town site. The original 'Gingin Regional Playground' project was to potentially relocate, renew and add to existing playground equipment for children. However, the project evolved over time given the need for an outdoor space that supported the inclusion and engagement of all ages. The Working Group's vision was 'for a cohesive, accessible multigenerational outdoor recreational space within the centre of Gingin town.'

The Working Group actively collaborated with the Shire and Council at all stages of this project to ensure their vision was achieved. This included independently undertaking fundraising activities and sourcing sponsorships (\$50,000), obtaining in-kind works and contributions (\$35,000) and securing \$150,000 in partnership with the Gingin District Community Resource Centre through a successful Bendigo Bank grant application. The Working Group also contributed to acquiring Federal funding (Building Our Future – Australian Government) with Hon. Christian Porter's support by meeting with him and discussing the project, the community's needs and the Working Group's role.

Construction of the Gingin Outdoor Activity Space was commenced in January 2021 with the project mostly completed by May 2021 when it was 'unofficially opened' to the public.

WA's Largest Food Bowl

If you ever wondered where your fresh fruit and vegetables in the supermarket came from then there is a fair chance they were grown right here in the Shires of Gingin, Chittering and Dandaragan.

These three Shires make up one of five regions in the Wheatbelt known as the Central Coast Wheatbelt region. This region produces more fresh fruit and vegetables than anywhere else in Western Australia. Some of the products produced here include:

- 83% of WA's oranges
- 80% of WA's lemons
- 64% of WA's blueberries
- 60% of WA's lettuce
- 51% of WA's cauliflower
- 41% of WA's mangoes

In October 2020 these three Shires came together in partnership with the Department of Primary Industries & Regional Development (DPIRD) and the Wheatbelt Development Commission (WDC) to create a Food & Beverage Capability Guide. The purpose of this guide is to showcase our larger producers throughout the Central Coast Wheatbelt and also our many more specialised producers providing jams, preserves, honeys, cheeses, wines and more.

The Central Coastal Wheatbelt Food & Beverage Capability Guide currently features 11 x food and beverage producers from the Shire of Gingin including Borrello Beef, Bullbar Beef Jerky, Dr Jims Famous Lemon Squash, Gingin Pomegranates and Dates, Guinea Grove Farm, Local Goat Artisan Cheese, Loose Leaf Lettuce, Marvick Native Farms, Northern Valleys Fruit Pops, West Coast Honey and Western Produce. This number is as of November 2021 and this is just a small fraction of our local producers with an opportunity available annually for more producers to be included in the guide when it is reviewed.

The Guide is FREE for all businesses to participate in and the Guide is available digitally via the Shire's website (www.gingin.wa.gov.au/food-and-beverage-capability-guide) or also in hard copy from the Shire's Gingin Administration Centre and Lancelin Office.



Old Ledge Point Road

The specifications for the Old Ledge Point Road development has been significantly progressed during the 2020/21 financial year so that should funding be secured for this project, the matter can be progressed in a timely manner.

This project has taken a higher priority basis with Council due to the increased safety issue for Lancelin and Ledge Point as they are "one road in and one road out" communities. The additional access from the construction of the Old Ledge Point Road will provide another layer of safety depending on the emergency. The development of this road will also assist in increasing the transfer of tourists between the two towns and to improve the interconnection of the two communities.

Ledge Point Marina

Progression with the Ledge Point Marina has been slow over the 2020/21 financial year after the two environmental reports were completed prior.

The next stages for the Marina are for the Department of Transport to undertake the Engineering and Technical Specification Drawings. Council has been actively advocating for the Marina and will continue to do so to progress this project.

Governance



Finance

2020/21 Overview

- COVID-19 support given to the community with a 0% increase in rates and also the Shire's Fees and Charges for the 2020/21 financial year.
- Financial oversight and acquittal of the joint Wheatbelt North Secondary Freight Network funded Orange Springs Road reconstruction at a total cost of \$9.2 million over the 2019/20 and 2020/21 financial years.
- Financial oversight and acquittal of the Gingin Outdoor Activity Space (GOAS) project completed at a cost of \$1.08 million. This project including funding contributions from the Federal Government's Local Roads and Community Infrastructure and Community Development Programs, sponsorship from Bendigo Bank (Gingin and Lancelin), local sponsorship and the Shire. The project represents the collective power of a community driven initiative.
- Distributed \$118,000 under Council's Community Funding Program for the 2020/21 financial year, further supporting community group operations impacted by COVID-19.

Achievements

- Implemented the new Altus Financials platform as an 'Early Adopter' within the local government sector. Altus Financials will replace the current Enterprise Resource Planning (ERP) software used by the Shire and most other local governments to provide a more flexible, agile and contemporary financial system for the coming years.
- In preparation for the Altus Financials, the organisation's payroll system was also upgraded to a paperless app based system.
- Formalised the allocation of the Guilderton car parking revenue to the Guilderton Foreshore and Guilderton Parking Reserves to guarantee funding for the area.
- Obtained Ministerial approval to change the basis of rate for the Country Heights development from Unimproved Valuation (UV) to Gross Rental Value (GRV).
- Negotiated and finalised receipt of significant and long outstanding rates debt of \$1.1 million.
- Reviewed Restricted Cash procedures and holdings following changes in recognition of asset based revenue.
- Application of Differential Rating in 2021/22 Annual Budget in accordance with intent of Rating Strategy.
- Timely audit of 2019/20 Annual Financial Report.
- Timely adoption of 2020/21 Annual Budget incorporating ongoing response to COVID-19 pandemic.

IT Disaster Recovery Plan

In July 2020 the Shire's IT Disaster Recovery Plan underwent a major review. This document is an internal document which is utilised by staff to ensure the capability of the Shire of Gingin to continue to deliver its services at an acceptable level following a disruptive incident or disaster that specifically affects its IT services.

A disaster can be any unexpected problem that results in a slowdown, interruption or failure in a key system or network. These problems can be caused by natural disasters (e.g. fire, earthquake, flood, etc.), technology failures, malicious acts, incompatibilities or simple human error. They can result in service outages, connectivity failures, data loss and related technical issues which can disrupt business operations, cause customer service problems, lowered workplace productivity and other associated issues.

The principal objective of the disaster recovery program is to develop, test and document a well-structured and easily understood plan which will help the Shire recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems and business operations.

Risk Management

For a number of years, the Shire has had in place a Risk Management Policy (Policy No. 1.24) and supporting operational procedures that align with best practice, Australian Standards AS/NZS ISO 31000:2018 and that provide clear definitions of risk assessment criteria, measures of likelihood, risk acceptance criteria and control ratings.

Profiled areas of risk are reviewed on a regular basis by the Shire's Executive Management Team, with all profiles being reviewed and updated as necessary during the reporting period.

Communications & Marketing

Keeping our many communities informed and up to date with the latest happenings across the Shire continues to be a challenge. Participants of the Shire's 2020 Resident Satisfaction Survey indicated that while they felt there had been an improvement in Shire communications and engagement, this area still rated poorly in terms of performance against most other areas of the survey.

Across the 2020/21 financial year however, the Shire implemented a number of changes with further improvements planned to be undertaken in consequent financial years. Thus far, these changes have proved to be well received in general by the public.

Social media and new software platforms such as Lumen5 are assisting hugely with helping the Shire and Council to deliver information to our communities in a timely manner. Facebook in particular, has been instrumental in the delivery of information to our communities during emergency incidents such as the Red Gully Bush Fire and COVID-19 Pandemic. The Shire has continued to grow its Facebook following throughout the 2020/21 financial year with numbers steadily rising and expected to reach over 5,000 in the 2021/22 financial year. This is a great result with more followers indicative that information from Council is reaching a great number of people across the Shire of Gingin and beyond.

Key Achievements



E-Newsletter

launched for Council to Community publication



New Shire website

progressed. Set to launch late 2021



New Shire of Gingin logo

implemented October 2020



Annual Rates Mailout

reformatted to be a single mailout



Gingin 150th

signage and marketing of event commenced

Human Resources

The Shire of Gingin prides itself on being an "Employer of Choice". Even in these times of competing against the mining sector to engage staff and being unable to offer the same level of wages we still attract a large volume of applications for all vacant positions we advertise. This year the Shire had experienced some challenges with sometimes 3 – 10 applications for some of the vacant positions that were advertised.

One of the main objectives for 2020/21 was to provide staff with adequate training to better equip them in their roles and responsibilities, especially in the areas of Mental Health Awareness and Building Resilience. All new staff completed an Introduction to Local Government Course online. As part of our Health and Well Being Program we offered annual Skin Cancer Screenings and Flu Vaccinations. We also did Audiometric Testing and Drug & Alcohol Screening and some staff chose to undergo a Health Assessment.

The Executive Managers showed great leadership in keeping staff safe during the pandemic. Compassion, understanding, good governance, education and support were all paramount to keeping staff happy and productive during "isolation". The uninterrupted and continued provision of Shire services is essential during a pandemic. The degree of positivity and resilience across the Shire was a credit to the integrity of all Shire employees. The lessons learned during this period have given the Shire a chance to embrace technology, innovation and new practices to improve customer service and internal efficiencies in the future.

Several staff transferred to other positions and new staff were employed to fill those positions that were vacated. The most significant changes include the following roles:

- Executive Manager Operations and Assets
- Senior Rates Officer
- Information Technology Officer
- Customer Service Officers (2) – Gingin and Lancelin

This year the Shire Aquatic Centre Duty Managers and five Swimming Instructors managed the pool and teaching of swimming lessons over the busy summer period, including private lessons, Vacswim, Super Seals Swim Club, In-Term School swimming lessons and several swimming carnivals.

The Shire has a full-time equivalent (FTE) staffing level of 52 persons and a total of 74 staff members, including vacancies, staff on parental leave and short-term contracts. The Shire regularly receives "Expressions of Interest" for employment through the Shire's website. Factors such as population growth, increased building and planning development applications and an increase in the demand for community services will have a significant effect on the workforce and its capabilities in the future.

Equal Employment Opportunity

Section 146 of the Equal Opportunity Act 1984 requires local governments to report on the progress of their diversity and inclusion activities and programs and workforce data to the Director of Equal Opportunity in Public Employment (DEOPE).

In May 2021, the Shire of Gingin participated in the Equal Employment Opportunity Survey administered by the Public Sector on behalf of the DEOPE in order to meet this legislative requirement.

The Shire of Gingin is committed to providing a workplace where every individual is treated with respect in an environment free from discrimination and harassment.

Employees				
	Casual	Full time	Part time	Total
Female	5	24	14	43
Male	1	28	2	31
Total	6	52	16	74

Department				
CEO	0	6	3	9
CCS	2	6	14	22
OPS	1	25	1	27
RDS	1	13	2	16
Total	4	50	20	74



Statutory Reporting

Register of Complaints

All complaints against the Shire of Gingin's Elected Members that result in a finding by the Local Government Standards Panel (under section 5.110(2)(a) of the *Local Government Act 1995*) that a minor breach has occurred must be recorded in a Register of Complaints.

Section 5.121(3) requires the CEO to publish an up-to-date version of the register of complaints on the local government's official website.

There have been no such findings made by the Local Government Standards Panel in relation to Shire of Gingin Elected Members for the 2020/21 financial year.

Freedom of Information

In accordance with Section 96 and 97 of the Freedom of Information Act 1992, the Shire is required to publish an Information Statement which details the process of applying for information under the Act as well as information that the Shire provides outside the Act. For the 2020/21 financial year the following is being reported:

Number of FOI applications made	50
Number of successful applications	49
Number of cancelled applications	1

The Freedom of Information Act 1992 and associated regulations can be found on the State Law Publisher website at www.slp.wa.gov.au where a full copy of all State legislation is available. Further information about Freedom of Information can also be found on the Freedom of Information Commissioner's website – <http://foi.wa.gov.au/>.

Record Keeping Statement

The State Records Act 2000 requires all government organisations to include in their Annual Report a statement on their compliance with their Record Keeping Plan. All employees of the Shire of Gingin are legally required to comply with the contents of this Plan. Reviews of the Record Keeping Plan are required to be carried out not less than once every five years. The efficiency and effectiveness of the Shire's Record keeping procedures was reviewed during 2017/18 and a revised Record Keeping Plan was submitted to the State Records Commission (RKP 2017016). The review confirmed that the Shire's procedures are compliant, and approval was received from the State Records Commission on 24 October 2017. The next review is scheduled for 2022.

The Shire of Gingin's Electronic Document Records Management System, SynergySoft Central Records, enables reliable, secure recording of and access to documents. Records Officers appraise, retain and dispose of records in accordance with the General Disposal Authority for Local Government Records. Ongoing training is available to all officers and is carried out on an as-needed basis.

Public Interest Disclosure

The Public Interest Disclosure Act 2003 facilitates the disclosure of public interest information and provides for the protection of those making such disclosures and those who are the subject of the disclosures.

The Act provides a system for the matters disclosed to be investigated and for appropriate action to be taken.

There were no Public Interest Disclosures made to the Chief Executive Officer during the 2020/21 financial year.

Delegations Review

In accordance with Section 5.46 of the *Local Government Act 1995*, the Shire of Gingin's Delegated Authority Register annual review was undertaken by Council at its meeting on 15 June 2021.



Compliance – Regulation 17 Review & Compliance Audit Return

The Review of Risk Management, Internal Procedures and Legislative Compliance required under Regulation 17 of the Local Government (Administration) Regulations 1996 must be undertaken every three years.

A review was not required to be undertaken by the Shire of Gingin during the 2020/21 financial year.

Primary & Annual Returns

Section 5.75 of the *Local Government Act 1995* requires Elected Members and designated officers to complete Primary Returns within 3 months of being elected or appointed to their positions. No Primary Returns were submitted by Elected Members (as no elections were conducted) during the 20/2021 financial year.

One designated officer was employed during the 20/2021 financial year and a Primary Return was submitted within the required timeframe.

Section 5.76 of the *Local Government Act 1995* requires all Elected Members and designated officers to submit an Annual Return by 31 August of each year. A total of 24 Councillors and designated officers submitted Annual Returns by the due date of 31 August 2020. There were no Returns submitted outside the statutory timeframe.

Disability Access & Inclusion Plan

The Disability Services Act 1993 requires local governments to:

1. Maintain a Disability Access and Inclusion Plan (DAIP).
2. Address seven specific outcome areas within the plan.
3. Report annually on progress against actions within the plan.

The Shire's Disability Access and Inclusion Plan is a key strategic document which outlines the Shire's approach to working towards a more accessible and inclusive community. While it is a statutory requirement for the Shire to maintain and implement a DAIP, all community members benefit from the Shire's commitment to access and inclusion. The Shire's DAIP can be found on the Shire's website www.gingin.wa.gov.au.

Annual Salaries

In accordance with the Local Government (Administration) Regulations 1996, the Shire of Gingin is required to disclose in bands of \$10,000 the number of employees entitled to an annual salary package of \$130,000 or more.

Salary Band \$	NUMBER OF OFFICERS	
	2020/21	2019/20
130,000 – 139,999	1	2
140,000 – 149,999	0	0
150,000 – 159,999	1	0
160,000 – 169,999	0	0
170,000 – 179,999	0	0
180,000 – 189,999	0	0
190,000 – 199,999	0	1
200,000 – 209,999	1	0
210,000 – 219,999	1	0
280,000 – 290,000	0	1*

* Gingin Medical Centre salaries included.





Flagship Projects 2021-2022

In the coming financial year the Shire of Gingin has identified the following major priorities:

- Gingin 150th Anniversary event
- Completion of the Gingin Emergency Services Centre
- Plan for Cunliffe Street Development
- Road construction work including Cowalla Rd & KW Road
- Major review (including community feedback) for the Strategic Community Plan
- Coastal Erosion – CHRMAP review and community consultation plus integration with Inundation Study
- Purchase of fire fighting units (9 x tankers)
- ALTUS implementation





Shire of Gingin Financial Report

FOR THE YEAR ENDED 20 JUNE 2021

Contents

Statement by Chief Executive Officer	37
Statement of Comprehensive Income by Nature or Type	38
Statement of Comprehensive Income by Program	39
Statement of Financial Position	40
Statement of Changes in Equity	41
Statement of Cash Flows	42
Rate Setting Statement	43
Index of notes to the Financial Report	44
Independent Auditor's Report	94

Community vision

"We are a welcoming and progressive community that celebrates its diversity and unique rural and coastal environment."

Principal place of business:
7 Brockman Street
GINGIN WA 6503

**SHIRE OF GINGIN
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CHIEF EXECUTIVE OFFICER

The attached financial report of the Shire of Gingin for the financial year ended 30 June 2021 is based on proper accounts and records to present fairly the financial position of the Shire of Gingin at 30 June 2021 and the results of the operations for the financial year then ended in accordance with the Local Government Act 1995 and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards.

Signed on the

27

day of

June

2022

Aaron Cook
Chief Executive Officer

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.6.1

**SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	2021 Actual \$	2021 Budget \$	2020 Restated Actual \$
Revenue				
Rates	26(a)	8,394,694	8,366,400	8,356,820
Operating grants, subsidies and contributions	2(a)	3,469,153	2,220,668	3,128,167
Fees and charges	2(a)	4,088,852	4,191,433	3,640,134
Interest earnings	2(a)	147,713	201,000	283,632
Other revenue	2(a)	677,161	108,993	495,538
		16,777,573	15,088,494	15,904,291
Expenses				
Employee costs		(5,856,207)	(6,178,914)	(6,172,389)
Materials and contracts		(5,281,648)	(5,247,321)	(5,140,455)
Utility charges		(434,451)	(432,884)	(432,664)
Depreciation on non-current assets	11(b)	(6,291,548)	(4,922,878)	(6,050,112)
Interest expenses	2(b)	(108,584)	(110,075)	(118,757)
Insurance expenses		(450,686)	(467,076)	(483,190)
Other expenditure	2(b)	(544,209)	(422,656)	(753,863)
		(18,967,333)	(17,781,804)	(19,151,430)
		(2,189,760)	(2,693,310)	(3,247,139)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Profit on asset disposals	11(a)	73,706	-	9,796
Loss on asset disposals	11(a)	(73,266)	-	(83,759)
Fair value adjustments to financial assets at fair value through profit or loss		2,586	-	1,153
		8,355,514	12,774,739	3,803,790
Net result for the period		6,165,754	10,081,429	556,651
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	13	12,638,926	-	-
Total other comprehensive income for the period		12,638,926	-	-
Total comprehensive income for the period		18,804,680	10,081,429	556,651

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

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.6.1

**SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	2021 Actual \$	2021 Budget \$	2020 Restated Actual \$
Revenue				
Governance		16,225	2,000	-
General purpose funding		10,376,030	9,500,914	10,560,353
Law, order, public safety		824,040	708,280	1,002,027
Health		377,219	723,500	450,101
Education and welfare		33,305	108,787	96,391
Housing		192,926	12,000	23,553
Community amenities		1,916,913	1,916,080	1,719,449
Recreation and culture		625,082	257,668	152,283
Transport		417,532	207,514	230,029
Economic services		1,686,491	1,428,651	1,170,585
Other property and services		311,810	223,100	499,520
		16,777,573	15,088,494	15,904,291
Expenses				
Governance		(1,819,099)	(1,160,411)	(1,261,085)
General purpose funding		(421,221)	(474,767)	(472,082)
Law, order, public safety		(2,236,597)	(1,794,849)	(2,177,016)
Health		(911,097)	(993,855)	(1,143,787)
Education and welfare		(250,013)	(226,486)	(243,448)
Housing		(41,752)	(41,645)	(66,437)
Community amenities		(1,086,078)	(3,146,395)	(2,841,159)
Recreation and culture		(2,192,808)	(3,784,908)	(3,716,756)
Transport		(6,584,526)	(4,060,146)	(5,766,691)
Economic services		(2,910,714)	(1,270,147)	(1,208,909)
Other property and services		(404,844)	(718,120)	(135,303)
		(18,858,749)	(17,671,729)	(19,032,673)
Finance Costs				
Health		(7,254)	(8,070)	(9,154)
Community amenities		(30,745)	(31,448)	(32,498)
Recreation and culture		(67,467)	(56,688)	(61,296)
Economic services		(1,963)	(2,345)	(2,977)
Other property and services		(1,155)	(11,524)	(12,832)
	2(b)	(108,584)	(110,075)	(118,757)
		(2,189,760)	(2,693,310)	(3,247,139)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Profit on disposal of assets	11(a)	73,706	-	9,796
Loss on disposal of assets	11(a)	(73,266)	-	(83,759)
Fair value adjustments to financial assets at fair value through profit or loss		2,586	-	1,153
		8,355,514	12,774,739	3,803,790
Net result for the period		6,165,754	10,081,429	556,651
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	13	12,638,926	-	-
Total other comprehensive income for the period		12,638,926	-	-
Total comprehensive income for the period		18,804,680	10,081,429	556,651

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

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.6.1

**SHIRE OF GINGIN
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2021**

	NOTE	2021 \$	Restated * 2020 \$	Restated * 1 July 2019 \$
CURRENT ASSETS				
Cash and cash equivalents	3	9,438,399	9,474,792	7,249,115
Trade and other receivables	6	2,875,974	1,994,404	1,894,751
Other financial assets	5(a)	7,977	13,165	13,819
Inventories	7	34,392	30,607	37,516
Other assets	8	17,785	18,542	17,173
TOTAL CURRENT ASSETS		12,374,527	11,531,510	9,212,374
NON-CURRENT ASSETS				
Trade and other receivables	6	142,800	141,279	128,487
Other financial assets	5(b)	90,830	96,221	102,820
Property, plant and equipment	9	50,366,413	40,714,603	41,569,158
Infrastructure	10	151,590,018	143,620,035	143,660,079
Right-of-use assets	12(a)	109,100	2,638	-
TOTAL NON-CURRENT ASSETS		202,299,161	184,574,776	185,460,544
TOTAL ASSETS		214,673,688	196,106,286	194,672,918
CURRENT LIABILITIES				
Trade and other payables	14	2,243,894	1,420,907	1,310,546
Contract liabilities	15	721,357	1,950,161	1,108,099
Lease liabilities	16(a)	24,023	2,330	-
Borrowings	17(a)	259,387	222,197	224,228
Employee related provisions	18	1,004,339	981,546	889,719
TOTAL CURRENT LIABILITIES		4,253,000	4,577,141	3,532,592
NON-CURRENT LIABILITIES				
Lease liabilities	16(a)	85,369	348	-
Borrowings	17(a)	1,843,185	1,767,829	1,977,186
Employee related provisions	18	66,223	139,737	98,560
TOTAL NON-CURRENT LIABILITIES		1,994,777	1,907,914	2,075,746
TOTAL LIABILITIES		6,247,777	6,485,055	5,608,338
NET ASSETS		208,425,911	189,621,231	189,064,580
EQUITY				
Retained surplus		46,559,741	41,293,202	41,997,798
Reserves - cash backed	4	6,452,425	5,553,210	4,291,963
Revaluation surplus	13	155,413,745	142,774,819	142,774,819
TOTAL EQUITY		208,425,911	189,621,231	189,064,580

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

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.6.1

**SHIRE OF GINGIN
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2021**

	NOTE	RETAINED SURPLUS \$	RESERVES CASH BACKED \$	REVALUATION SURPLUS \$	TOTAL EQUITY \$
Balance as at 1 July 2019		41,951,231	4,291,963	144,323,972	190,567,166
Correction of error	30	46,567	-	(1,549,153)	(1,502,586)
Restated balance at 1 July 2019		41,997,798	4,291,963	142,774,819	189,064,580
Comprehensive income					
Net result for the period (restated)		556,651	-	-	556,651
Total comprehensive income		556,651	-	-	556,651
Transfers from reserves	4	228,918	(228,918)	-	-
Transfers to reserves	4	(1,490,165)	1,490,165	-	-
Restated balance at 1 July 2020		41,293,202	5,553,210	142,774,819	189,621,231
Comprehensive income					
Net result for the period		6,165,754	-	-	6,165,754
Other comprehensive income	13	-	-	12,638,926	12,638,926
Total comprehensive income		6,165,754	-	12,638,926	18,804,680
Transfers from reserves	4	1,564,253	(1,564,253)	-	-
Transfers to reserves	4	(2,463,468)	2,463,468	-	-
Balance as at 30 June 2021		46,559,741	6,452,425	155,413,745	208,425,911

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

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2021

	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		8,696,678	8,366,400	8,378,102
Operating grants, subsidies and contributions		1,132,552	2,220,667	3,801,773
Fees and charges		4,095,639	4,191,433	3,640,134
Interest received		147,713	201,000	283,632
Goods and services tax received		-	-	453,950
Other revenue		677,161	108,993	495,538
		14,749,743	15,088,493	17,053,129
Payments				
Employee costs		(5,871,535)	(6,178,914)	(6,111,124)
Materials and contracts		(4,542,101)	(5,247,321)	(4,968,899)
Utility charges		(434,451)	(432,884)	(432,664)
Interest expenses		(108,584)	(110,075)	(118,757)
Insurance paid		(450,686)	(467,076)	(483,190)
Goods and services tax paid		(39,045)	-	(403,137)
Other expenditure		(544,209)	(422,655)	(753,863)
		(11,990,611)	(12,858,925)	(13,271,634)
Net cash provided by/ (used in) operating activities	19	2,759,132	2,229,568	3,781,495
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	9(a)	(1,909,436)	(6,582,668)	(1,061,150)
Payments for construction of infrastructure	10(a)	(9,593,537)	(12,062,667)	(4,436,865)
Non-operating grants, subsidies and contributions	2(a)	8,352,488	12,774,739	3,876,600
Proceeds from financial assets at amortised cost - self supporting loans		13,163	13,505	8,406
Proceeds from sale of property, plant & equipment	11(a)	253,274	253,545	301,500
Net cash provided by/ (used in) investment activities		(2,884,048)	(5,603,546)	(1,311,509)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	17(b)	(222,197)	(222,197)	(211,388)
Payments for principal portion of lease liabilities	16(b)	(24,023)	(7,580)	(32,921)
Proceeds from new borrowings	17(b)	334,743	527,000	-
Net cash provided by/ (used in) financing activities		88,523	297,223	(244,309)
Net increase (decrease) in cash held		(36,393)	(3,076,755)	2,225,677
Cash at beginning of year		9,474,792	9,424,688	7,249,115
Cash and cash equivalents at the end of the year	19	9,438,399	6,347,933	9,474,792

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

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN RATE SETTING STATEMENT FOR THE YEAR ENDED 30 JUNE 2021

NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
OPERATING ACTIVITIES			
Net current assets at start of financial year - surplus/(deficit)	1,612,521	2,018,290	1,598,228
	1,612,521	2,018,290	1,598,228
Revenue from operating activities (excluding rates)			
Governance	16,225	2,000	-
General purpose funding	1,986,533	1,134,514	2,069,103
Law, order, public safety	824,040	708,280	1,005,764
Health	377,219	723,500	450,101
Education and welfare	33,305	108,787	96,391
Housing	192,926	12,000	23,553
Community amenities	1,916,913	1,916,080	1,719,449
Recreation and culture	625,082	257,668	152,283
Transport	491,129	207,514	236,088
Economic services	1,686,491	1,428,651	1,170,585
Other property and services	314,505	223,100	500,673
	8,464,368	6,722,094	7,423,990
Expenditure from operating activities			
Governance	(1,819,099)	(1,160,411)	(1,261,085)
General purpose funding	(421,221)	(474,767)	(472,082)
Law, order, public safety	(2,236,597)	(1,794,849)	(2,177,016)
Health	(918,351)	(1,001,925)	(1,157,275)
Education and welfare	(250,013)	(226,486)	(243,448)
Housing	(41,752)	(41,645)	(66,437)
Community amenities	(1,119,366)	(3,177,843)	(2,873,657)
Recreation and culture	(2,260,275)	(3,841,596)	(3,778,642)
Transport	(6,655,249)	(4,060,146)	(5,787,757)
Economic services	(2,912,677)	(1,272,492)	(1,213,795)
Other property and services	(405,999)	(729,644)	(203,995)
	(19,040,599)	(17,781,804)	(19,235,189)
Non-cash amounts excluded from operating activities	27(a) 6,213,487	4,922,878	6,151,307
Amount attributable to operating activities	(2,750,223)	(4,118,542)	(4,061,664)
INVESTING ACTIVITIES			
Non-operating grants, subsidies and contributions	2(a) 8,352,488	12,774,739	3,876,600
Proceeds from disposal of assets	11(a) 253,274	253,545	301,500
Proceeds from financial assets at amortised cost - self supporting loans	13,165	13,505	8,406
Purchase of property, plant and equipment	9(a) (1,909,436)	(6,582,668)	(1,061,150)
Purchase and construction of infrastructure	10(a) (9,593,537)	(12,062,667)	(4,436,865)
Amount attributable to investing activities	(2,884,046)	(5,603,546)	(1,311,509)
FINANCING ACTIVITIES			
Repayment of borrowings	17(b) (222,197)	(222,197)	(211,388)
Proceeds from borrowings	17(c) 334,743	527,000	-
Payments for principal portion of lease liabilities	16(b) (24,023)	(7,580)	(32,921)
Transfers to reserves (restricted assets)	4 (2,463,468)	(47,013)	(1,490,165)
Transfers from reserves (restricted assets)	4 1,564,253	564,701	228,918
Transfer to Restricted Cash	-	553,641	-
Transfer from Restricted Cash	-	(12,864)	-
Amount attributable to financing activities	(810,692)	1,355,688	(1,505,556)
Surplus/(deficit) before imposition of general rates	(6,444,963)	(8,366,400)	(6,878,729)
Total amount raised from general rates	26(a) 8,389,497	8,366,400	8,491,250
Surplus/(deficit) after imposition of general rates	27(b) 1,944,534	-	1,612,521

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

**SHIRE OF GINGIN
INDEX OF NOTES TO THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

Note 1	Basis of Preparation	10
Note 2	Revenue and Expenses	11
Note 3	Cash and Cash Equivalents	16
Note 4	Reserves - Cash Backed	17
Note 5	Other Financial Assets	19
Note 6	Trade and Other Receivables	20
Note 7	Inventories	21
Note 8	Other Assets	22
Note 9	Property, Plant and Equipment	23
Note 10	Infrastructure	25
Note 11	Fixed Assets	27
Note 12	Leases	30
Note 13	Revaluation Surplus	31
Note 14	Trade and Other Payables	32
Note 15	Contract Liabilities	33
Note 16	Lease Liabilities	34
Note 17	Information on Borrowings	35
Note 18	Employee Related Provisions	37
Note 19	Notes to the Statement of Cash Flows	38
Note 20	Total Assets Classified by Function and Activity	39
Note 21	Contingent Liabilities	40
Note 22	Commitments	41
Note 23	Elected Members Remuneration	42
Note 24	Related Party Transactions	44
Note 25	Joint Arrangements	45
Note 26	Rating Information	46
Note 27	Rate Setting Statement Information	49
Note 28	Financial Risk Management	50
Note 29	Events occurring after the end of the Reporting Period	53
Note 30	Correction of error	54
Note 31	Trust Funds	55
Note 32	Other Significant Accounting Policies	56
Note 33	Activities/Programs	57
Note 34	Financial Ratios	58

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

1. BASIS OF PREPARATION

The financial report comprises general purpose financial statements which have 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. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is 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 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.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 31 to these financial statements.

INITIAL APPLICATION OF ACCOUNTING STANDARDS

During the current year, the Shire adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were applicable to its operations.

These were:

- AASB 1059 *Service Concession Arrangements: Grantors*
- AASB 2018-7 *Amendments to Australian Accounting Standards - Definition of Materiality*

The adoption of these standards had no material impact on the financial report.

NEW ACCOUNTING STANDARDS FOR APPLICATION IN FUTURE YEARS

The following new accounting standards will have application to local government in future years:

- AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current*
- AASB 2020-3 *Amendments to Australian Accounting Standards - Annual Improvements 2018-2020 and Other Amendments*
- AASB 2021-2 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies or Definition of Accounting Estimates*

It is not expected these standards will have an impact on the financial report.

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 that are 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 that are not readily apparent from other sources. Actual results may differ from these estimates.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

2. REVENUE AND EXPENSES

(a) Grant revenue

Grants, subsidies and contributions are included as both operating and non-operating revenues in the Statement of Comprehensive Income:

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Operating grants, subsidies and contributions			
Governance	16,225	2,000	-
General purpose funding	1,760,668	956,033	1,792,586
Law, order, public safety	708,822	489,668	772,099
Health	1,060	-	54,503
Education and welfare	20,677	5,000	680
Community amenities	185,098	300,702	128,399
Recreation and culture	506,481	164,751	56,912
Transport	215,630	207,514	218,548
Economic services	11,340	-	1,000
Other property and services	43,152	95,000	103,440
	3,469,153	2,220,668	3,128,167
Non-operating grants, subsidies and contributions			
Law, order, public safety	809,256	4,051,500	-
Education and welfare	-	2,000	-
Community amenities	-	-	27,375
Recreation and culture	379,113	1,372,862	-
Transport	7,164,119	7,348,377	3,849,225
	8,352,488	12,774,739	3,876,600
Total grants, subsidies and contributions	11,821,641	14,995,407	7,004,767
Fees and charges			
General purpose funding	2,820	-	19,630
Law, order, public safety	86,890	193,650	201,632
Health	282,478	723,000	394,970
Education and welfare	10,030	103,787	95,711
Housing	111,969	12,000	23,553
Community amenities	1,688,621	1,615,378	1,595,935
Recreation and culture	107,803	92,917	92,477
Transport	125,327	-	55
Economic services	1,617,028	1,428,651	1,191,116
Other property and services	55,886	22,050	25,055
	4,088,852	4,191,433	3,640,134

There were no changes to the amounts of fees or charges detailed in the original budget.

SIGNIFICANT ACCOUNTING POLICIES

Grants, subsidies and contributions

Operating grants, subsidies and contributions are grants, subsidies or contributions that are not non-operating in nature.

Non-operating grants, subsidies and contributions are amounts received for the acquisition or construction of recognisable non-financial assets to be controlled by the Shire.

Fees and Charges

Revenue (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.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)	NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
Contracts with customers and transfers for recognisable non-financial assets				
Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire was recognised during the year for the following nature or types of goods or services:				
Operating grants, subsidies and contributions		-	-	1,183,804
Fees and charges		4,088,852	4,191,433	3,640,134
Other revenue		410,650	108,993	287,655
Non-operating grants, subsidies and contributions		8,352,488	12,774,739	3,876,600
		12,851,990	17,075,165	8,988,193
Revenue from contracts with customers and transfers to enable the acquisition or construction of recognisable non-financial assets to be controlled by the Shire is comprised of:				
Revenue from contracts with customers included as a contract liability at the start of the period		1,950,161	-	1,108,099
Revenue from contracts with customers recognised during the year		2,549,341	4,300,426	4,003,494
Revenue from transfers intended for acquiring or constructing recognisable non financial assets during the year		8,352,488	12,774,739	3,876,600
		12,851,990	17,075,165	8,988,193
Information about receivables, contract assets and contract liabilities from contracts with customers along with financial assets and associated liabilities arising from transfers to enable the acquisition or construction of recognisable non financial assets is:				
Trade and other receivables from contracts with customers	6	1,727,666		497,941
Contract liabilities from contracts with customers	15	(721,357)		(1,950,161)

Impairment of assets associated with contracts with customers are detailed at note 2 (b) under 'Other expenditure'.
Contract liabilities for contracts with customers primarily relate to grants with performance obligations received in advance, for which revenue is recognised over time as the performance obligations are met.
Information is not provided about remaining performance obligations for contracts with customers that had an original expected duration of one year or less.
Consideration from contracts with customers is included in the transaction price.
Performance obligations in relation to contract liabilities from transfers for recognisable non financial assets are satisfied as project milestones are met or completion of construction or acquisition of the asset. All associated performance obligations are expected to be met over the next 12 months.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Revenue from statutory requirements

Revenue from statutory requirements was recognised during the year for the following nature or types of goods or services:

NOTE	2021 Actual \$	2021 Budget \$	2020 Actual \$
General rates	8,389,497	8,361,400	8,351,893
	8,389,497	8,361,400	8,351,893
Other revenue			
Reimbursements and recoveries	266,511	-	207,883
Other	410,650	108,993	287,655
	677,161	108,993	495,538
Interest earnings			
Financial assets at amortised cost - self supporting loans	451	-	498
Interest on reserve funds	20,418	30,000	48,183
Rates instalment and penalty interest (refer Note 26(c))	123,328	141,000	186,378
Other interest earnings	3,516	30,000	48,573
	147,713	201,000	283,632

SIGNIFICANT ACCOUNTING POLICIES

Interest earnings

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

Interest earnings (continued)

Interest income is presented as interest earnings where it is earned from financial assets that are held for cash management purposes.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES (Continued)

(b) Expenses		2021 Actual	2021 Budget	2020 Actual
		\$	\$	\$
Auditors remuneration				
- Audit of the Annual Financial Report		18,754	62,200	31,884
- Other services		3,350	2,800	8,604
* Audit fee for the Annual Report 2021 \$27,000 and \$1,800 for Other Services certifications.		22,104	65,000	40,488
Interest expenses (finance costs)				
Borrowings	17(b)	107,538	110,075	118,316
Lease liabilities	16(b)	1,046	-	441
		108,584	110,075	118,757
Other expenditure				
Impairment loss on trade and other receivables from contracts with customers		10,954	-	4,167
Sundry expenses		533,255	422,656	749,696
		544,209	422,656	753,863

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

2. REVENUE AND EXPENSES

REVENUE RECOGNITION POLICY

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Rates - general or differential rates	General or differential rates	Over time	Payment dates adopted by Council during the year	None	Adopted by Council annually	When Taxable event occurs	Not applicable	When rates notice issued
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligation	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the funding body	Based on the progress of works to match performance obligation	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations
Grants, subsidies or contributions with no contractual commitments	General appropriations and contributions with no reciprocal commitment	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Fees and charges - licences, registrations, approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment of the licence, registration or approval
Fees and charges - pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annual fee	None	Set by State legislation	Apportioned equally across the inspection cycle	No refunds	After inspection completion based on 4 year cycle
Fees and charges - other inspections	Regulatory food, health and safety	Single point in time	Full payment prior to inspection	None	Set by State legislation or limited by legislation to the cost of provision	Applied fully on timing of inspection	Not applicable	Revenue recognised after inspection event occurs
Fees and charges - waste management collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	Adopted by Council annually	Apportioned equally across the collection period	Not applicable	Output method based on regular weekly and fortnightly period as proportionate to collection service
Fees and charges - waste management entry fees	Waste treatment, recycling and disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit payment	None	Adopted by Council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Fees and charges - property hire and entry	Use of halls and facilities	Single point in time	Bond payable full in advance, hire payable post hire	If terms are met bond is refundable	Adopted by Council annually	Based on timing of entry to facility	Returns limited to repayment of transaction	On entry or at conclusion of hire
Fees and charges - memberships	Pool passes	Over time	Payment in full in advance	Refund for unused portion on application	Adopted by Council annually	Apportioned equally across the access period	Returns limited to repayment of transaction	Output method over 12 months matched to access rights
Fees and charges for other goods and services	Cemetery services, library services, reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by Council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Fees and charges - Caravan Park Accommodation	Accommodation	Over time	Deposit payable full in advance	Deposit in non-refundable. Pre-paid fees refundable if conditions are met.	Adopted by Council annually	Applied fully based on timing of provision	Returns limited to repayment of transaction	On entry or at conclusion of hire
Fees and charges - sale of stock	Kiosk and history books	Single point in time	In full in advance	None	Adopted by Council annually	Applied fully based on timing of provision	Not applicable	Output method based on goods
Fees and charges - fines	Fines issued for breaches of local laws	Single point in time	Payment in full within defined time	None	Adopted by Council through local law	When taxable event occurs	Not applicable	When fine notice is issued
Other revenue - commissions	Commissions on licencing and ticket sales	Over time	Payment in full on sale	None	Set by mutual agreement with the customer	On receipt of funds	Not applicable	When assets are controlled
Other revenue - reimbursements	Insurance claims	Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with customer	When claim is agreed	Not applicable	When claim is agreed

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

3. CASH AND CASH EQUIVALENTS

	NOTE	2021 \$	2020 \$
Cash at bank and on hand		9,438,399	9,474,792
Total cash and cash equivalents		9,438,399	9,474,792
Restrictions			
The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:			
Cash and cash equivalents		7,764,622	8,026,737
		7,764,622	8,026,737
The restricted assets are a result of the following specific purposes to which the assets may be used:			
Reserves - cash backed	4	6,452,425	5,553,210
Contract liabilities from contracts with customers	15	721,357	1,950,161
Bonds & deposits held	14	590,840	523,366
Total restricted assets		7,764,622	8,026,737

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

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.

Restricted assets

Restricted asset balances are not available for general use by the Shire due to externally imposed restrictions. Externally imposed restrictions are specified in an agreement, contract or legislation. This applies to reserves, unspent grants, subsidies and contributions and unspent loans that have not been fully expended in the manner specified by the contributor, legislation or loan agreement.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

4. RESERVES - CASH BACKED

1	LSL, Annual, Sick Leave and Staff Contingency
2	Office Equipment Reserve
3	Plant and Equipment Reserve
5	Land and Buildings Reserve
6	Guilderton Caravan Park Reserve
7	Shire Recreation Development Reserve
8	Redfield Park Reserve
9	Ocean Farm Recreation Reserve
10	Tip Rationalisation Reserve
11	Lancelin Community Sport and Recreation Reserve
13	Community Infrastructure Reserve
14	Staff Housing
15	Future Infrastructure Reserve
16	Guilderton Country Club Reserve
17	Coastal Management Reserve - Coastal Inundation
18	Guilderton Foreshore Reserve
19	Unspent Grants Reserve - DFES Grant
20	Unspent Grants Reserve - Youth Services Website Grant
21	Seniors Housing Reserve
22	Gingin Railway Station Reserve
23	Subdivisions Reserve - Battle-Axe LA3 & LA90
24	Contributions to Roads Reserve - Cullalla Road Intersection
25	Subdivisions Reserve - Edgar Subdivision
26	Subdivisions Reserve - Price - Lot 30 Hopkins Street Planning Conditions
27	Subdivisions Reserve - Donaldson Subdivision
28	Contribution to Roads Reserve - Cowalla Road Intersection
29	Contribution to Roads Reserve - Chitna Road
30	Subdivisions Reserve - Harris M Subdivision
31	Contribution to Roads Reserve - Balance of Muni Funds
32	Community Infrastructure Reserve - Lower Coastal Fire Control
33	Community Infrastructure Reserve - Gingin Logo Plates
34	Community Infrastructure Reserve - Gingin Ambulance
35	Community Infrastructure Reserve - Concept Plan for Granville Park Gingin
36	Community Infrastructure - Lancelin Ambulance
37	Coastal Management Reserve - BEN Signs
38	Subdivision Reserve - Mallee Lane Subdivision Contribution towards DUP
38	Cheriton Rd to Brockman St
40	Public Open Space Reserve
41	Guilderton Trailer Parking Reserve

2021 Actual	2021 Actual	2021 Actual	2021 Actual	2021 Budget	2021 Budget	2021 Budget	2021 Budget	2020 Actual	2020 Actual	2020 Actual	2020 Actual
Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
428,450	1,220	-	429,670	421,450	2,912	-	424,362	423,650	4,800	-	428,450
2,936	8	(2,944)	-	9,936	69	-	10,005	2,903	33	-	2,936
1,832,540	505,698	(745,085)	1,593,153	1,832,540	8,985	(157,638)	1,683,887	1,285,433	761,646	(214,539)	1,832,540
1,103,923	3,144	(190,661)	916,406	1,103,924	4,976	(137,960)	970,940	711,861	392,062	-	1,103,923
35,587	101	(1,670)	34,018	35,587	246	-	35,833	35,187	400	-	35,587
74,922	213	-	75,135	74,922	518	(50,000)	25,440	74,092	830	-	74,922
31,380	89	-	31,469	31,379	217	-	31,596	31,032	348	-	31,380
31,072	89	-	31,161	31,072	215	-	31,287	30,728	344	-	31,072
1,293,668	312,518	-	1,606,186	1,102,486	24,634	(10,000)	1,117,120	1,090,292	203,376	-	1,293,668
79,513	19,126	-	98,639	79,513	425	-	79,938	60,768	18,745	-	79,513
2,124	13,606	-	15,730	2,125	15	-	2,140	2,096	28	-	2,124
33,464	95	-	33,559	33,464	231	-	33,695	33,093	371	-	33,464
589,137	39,806	(61,103)	567,840	589,137	3,507	(209,103)	383,541	501,828	101,688	(14,379)	589,137
14,494	4,663	-	19,157	14,494	63	-	14,557	9,000	5,494	-	14,494
-	192,391	-	192,391	-	-	-	-	-	-	-	-
-	29,896	(29,896)	-	-	-	-	-	-	-	-	-
-	8,699	(8,699)	-	-	-	-	-	-	-	-	-
-	5,014	-	5,014	-	-	-	-	-	-	-	-
-	81,188	-	81,188	-	-	-	-	-	-	-	-
-	5,747	-	5,747	-	-	-	-	-	-	-	-
-	2,647	(2,647)	-	-	-	-	-	-	-	-	-
-	45,128	-	45,128	-	-	-	-	-	-	-	-
-	2,758	(2,758)	-	-	-	-	-	-	-	-	-
-	23,066	(23,066)	-	-	-	-	-	-	-	-	-
-	2,507	(2,507)	-	-	-	-	-	-	-	-	-
-	16,046	-	16,046	-	-	-	-	-	-	-	-
-	3,009	-	3,009	-	-	-	-	-	-	-	-
-	1,284	(1,284)	-	-	-	-	-	-	-	-	-
-	960,111	(467,303)	492,808	-	-	-	-	-	-	-	-
-	25,266	-	25,266	-	-	-	-	-	-	-	-
-	8,030	-	8,030	-	-	-	-	-	-	-	-
-	42,120	-	42,120	-	-	-	-	-	-	-	-
-	2,858	(2,858)	-	-	-	-	-	-	-	-	-
-	12,937	-	12,937	-	-	-	-	-	-	-	-
-	21,772	(21,772)	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	14,672	-	14,672	-	-	-	-	-	-	-	-
-	26,050	-	26,050	-	-	-	-	-	-	-	-
-	29,896	-	29,896	-	-	-	-	-	-	-	-
5,553,210	2,463,468	(1,564,253)	6,452,425	5,362,029	47,013	(564,701)	4,844,341	4,291,963	1,490,165	(228,918)	5,553,210

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

4. RESERVES - CASH BACKED (Continued)

All reserves are supported by cash and cash equivalents and are restricted within equity as Reserves - cash backed.

In accordance with Council resolutions or adopted budget in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

Name of Reserve	Anticipated date of use	Purpose of the reserve
1 LSL, Annual, Sick Leave and Staff Contingency	As required	Used to fund annual leave, long service leave, sick leave, redundancy/retirement and staff contingency.
2 Office Equipment Reserve	As required	Used for the acquisition and/ or replacement of major items of office equipment (including computer systems).
3 Plant and Equipment Reserve	As required	Used for the purchase of major plant and equipment.
5 Land and Buildings Reserve	As required	Used for the replacement and/ or acquisition of land and buildings.
6 Guilderton Caravan Park Reserve	As required	Used for the development of Guilderton Caravan Park facilities.
7 Shire Recreation Development Reserve	As required	Used for the development of Shire Recreation facilities.
8 Redfield Park Reserve	As required	Used for the development of Public Open Space within the Redfield Park subdivision.
9 Ocean Farm Recreation Reserve	As required	Used for the development of recreation and community facilities with the Ocean Farm subdivision.
10 Tip Rationalisation Reserve	As required	Used for rationalisation of rubbish tip facilities within the Shire.
11 Lancelin Community Sport and Recreation Reserve	As required	Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon request from the club, and approval from Council.
13 Community Infrastructure Reserve	As required	Used to assist in financing of community facilities.
14 Staff Housing	As required	To be used to fund Staff housing infrastructure additions and/ or replacement.
15 Future Infrastructure Reserve	As required	To be used to fund future infrastructure construction, purchase, additions and/or renewals.
16 Guilderton Country Club Reserve	As required	To be used to fund the development of the Guilderton Country Club and are to be spent upon request from the Club, and approval from Council.
17 Coastal Management Reserve - Coastal Inundation	As required	For the purpose of funding coastal erosion mitigation and inundation works.
18 Guilderton Foreshore Reserve	As required	For the purpose to upgrade facilities and amenity within the Guilderton foreshore area.
19 Unspent Grants Reserve - DFES Grant	As required	For the purpose of isolating grant funds received and not used during a financial period.
20 Unspent Grants Reserve - Youth Services Website Grant	As required	For the purpose of isolating grant funds received and not used during a financial period.
21 Seniors Housing Reserve	As required	For the purpose of repairs, improvements, extensions or construction of seniors housing.
22 Gingin Railway Station Reserve	As required	For the purpose of improving and maintaining the Gingin Railway Station.
23 Subdivisions Reserve - Battle-Axe LA3 & LA90	As required	For the purpose of isolating subdivision monies intended for future works.
24 Contributions to Roads Reserve - Cullalla Road Intersection	As required	For the purpose of funding future road works.
25 Subdivisions Reserve - Edgar Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
26 Subdivisions Reserve - Price - Lot 30 Hopkins Street Planning Conditions	As required	For the purpose of isolating subdivision monies intended for future works.
27 Subdivisions Reserve - Donaldson Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
28 Contribution to Roads Reserve - Cowalla Road Intersection	As required	For the purpose of funding future road works.
29 Contribution to Roads Reserve - Chitna Road	As required	For the purpose of funding future road works.
30 Subdivisions Reserve - Harris M Subdivision	As required	For the purpose of isolating subdivision monies intended for future works.
31 Contribution to Roads Reserve - Balance of Muni Funds	As required	For the purpose of funding future road works.
32 Community Infrastructure Reserve - Lower Coastal Fire Control	As required	Used to assist in the financing of community facilities.
33 Community Infrastructure Reserve - Gingin Logo Plates	As required	Used to assist in the financing of community facilities.
34 Community Infrastructure Reserve - Gingin Ambulance	As required	Used to assist in the financing of community facilities.
35 Community Infrastructure Reserve - Concept Plan for Granville Park Gingin	As required	Used to assist in the financing of community facilities.
36 Community Infrastructure - Lancelin Ambulance	As required	Used to assist in the financing of community facilities.
37 Coastal Management Reserve - BEN Signs	As required	For the purpose of funding coastal erosion mitigation and inundation works.
38 Subdivision Reserve - Mallee Lane Subdivision Contribution towards DUP	As required	For the purpose of isolating subdivision monies intended for future works.
40 Public Open Space Reserve	As required	For the purpose of funding development of public open space.
41 Guilderton Trailer Parking Reserve	As required	For the purpose of future trailer park bay maintenance at Guilderton Foreshore.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

5. OTHER FINANCIAL ASSETS

(a) Current assets

Financial assets at amortised cost

Other financial assets at amortised cost

Loan Advances to Community Groups

Self supporting loans

(b) Non-current assets

Financial assets at fair value from profit and loss

Financial assets through amortised cost

Financial assets at amortised cost

Self supporting loans

Loan advances

Financial assets at fair value through profit and loss

Units in Local Government House Trust

	2021	2020
	\$	\$
Financial assets at amortised cost	7,977	13,165
	7,977	13,165
Other financial assets at amortised cost		
Loan Advances to Community Groups	5,748	10,982
Self supporting loans	2,229	2,183
	7,977	13,165
Financial assets at fair value from profit and loss	73,807	71,221
Financial assets through amortised cost	17,023	25,000
	90,830	96,221
Financial assets at amortised cost		
Self supporting loans	17,023	19,252
Loan advances	-	5,748
	17,023	25,000
Financial assets at fair value through profit and loss		
Units in Local Government House Trust	73,807	71,221
	73,807	71,221

Loans receivable from clubs/institutions have the same terms and conditions as the related borrowing disclosed in Note 17(b) as self supporting loans.

SIGNIFICANT ACCOUNTING POLICIES

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.

Financial assets at fair value through profit and loss

The Shire classifies the following financial assets at fair value through profit and loss:

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income.
- equity investments which the Shire has not elected to recognise fair value gains and losses through other comprehensive income.

Impairment and risk

Information regarding impairment and exposure to risk can be found at Note 28.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

6. TRADE AND OTHER RECEIVABLES

Current

Rates receivable	
Trade and other receivables	
GST receivable	
Allowance for impairment of receivables	
Legal Costs - recovery of rates	
Rubbish Fees	

Non-current

Pensioner's rates and ESL deferred	
------------------------------------	--

2021	2020
\$	\$
817,748	1,076,233
1,727,666	497,941
39,045	-
(10,954)	(4,167)
245,514	347,332
56,955	77,065
2,875,974	1,994,404
142,800	141,279
142,800	141,279

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables

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 uncollectible 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.

Impairment and risk exposure

Information about the impairment of trade receivables and their exposure to credit risk and interest rate risk can be found in Note 28.

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Classification and subsequent measurement

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

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

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

7. INVENTORIES

Current

Fuel and materials
History books

	2021	2020
	\$	\$
Fuel and materials	16,227	19,561
History books	18,165	11,046
	34,392	30,607
Balance at beginning of year	30,607	37,516
Inventories expensed during the year	(5,824)	(9,374)
Write down of inventories to net realisable value	2,490	(2,678)
Additions to inventory	7,119	5,143
Balance at end of year	34,392	30,607

The following movements in inventories occurred during the year:

Balance at beginning of year

Inventories expensed during the year
Write down of inventories to net realisable value
Additions to inventory

Balance at end of year

SIGNIFICANT ACCOUNTING POLICIES

General

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.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

8. OTHER ASSETS

Other assets - current

Prepayments

2021	2020
\$	\$
17,785	18,542
17,785	18,542

SIGNIFICANT ACCOUNTING POLICIES

Other current assets

Other non-financial assets include prepayments which represent payments in advance of receipt of goods or services or that part of expenditure made in one accounting period covering a term extending beyond that period.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

9. PROPERTY, PLANT AND EQUIPMENT

(a) Movements in Balances

Movement in the balances of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land	Buildings - non-specialised	Buildings - specialised	Total land and buildings owned	Land and buildings works in progress	Total land and buildings	Furniture and equipment	Plant and equipment	Tools	Total property, plant and equipment
	\$	\$	\$	\$		\$	\$	\$	\$	\$
Gross balance at 1 July 2019	12,978,909	1,681,830	22,829,349	37,490,088	-	37,490,088	343,462	7,265,993	12,900	45,112,443
Accumulated depreciation at 1 July 2019	-	(84,557)	(1,214,358)	(1,298,915)	-	(1,298,915)	(104,683)	(2,132,480)	(7,207)	(3,543,285)
Balance at 1 July 2019	12,978,909	1,597,273	21,614,991	36,191,173	-	36,191,173	238,779	5,133,513	5,693	41,569,158
Additions	-	6,290	415,993	422,283	-	422,283	-	638,867	-	1,061,150
Disposals	(147,000)	-	(57,951)	(204,951)	-	(204,951)	-	(169,922)	-	(374,873)
Depreciation (expense)	-	(53,162)	(763,798)	(816,960)	-	(816,960)	(42,886)	(679,959)	(1,027)	(1,540,832)
Balance at 30 June 2020	12,831,909	1,550,401	21,209,235	35,591,545	-	35,591,545	195,893	4,922,499	4,666	40,714,603
Comprises:										
Gross balance at 30 June 2020	12,831,909	1,688,119	23,177,743	37,697,771	-	37,697,771	343,462	7,570,224	12,900	45,624,357
Accumulated depreciation at 30 June 2020	-	(137,718)	(1,968,508)	(2,106,226)	-	(2,106,226)	(147,569)	(2,647,725)	(8,234)	(4,909,754)
Balance at 30 June 2020	12,831,909	1,550,401	21,209,235	35,591,545	-	35,591,545	195,893	4,922,499	4,666	40,714,603
Additions	25,000	875	545,913	571,788	418,921	990,709	-	918,727	-	1,909,436
Disposals	-	-	-	-	-	-	-	(252,833)	-	(252,833)
Revaluation increments / (decrements) transferred to revaluation surplus	(47,807)	214,843	8,839,215	9,006,251	-	9,006,251	-	-	-	9,006,251
Depreciation (expense)	-	(52,419)	(775,543)	(827,962)	-	(827,962)	(38,375)	(667,481)	(1,026)	(1,534,844)
Transfers	-	-	523,800	523,800	-	523,800	-	-	-	523,800
Balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	157,518	4,920,912	3,640	50,366,413
Comprises:										
Gross balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	343,462	8,073,739	12,900	53,714,444
Accumulated depreciation at 30 June 2021	-	-	-	-	-	-	(185,944)	(3,152,827)	(9,260)	(3,348,031)
Balance at 30 June 2021	12,809,102	1,713,700	30,342,620	44,865,422	418,921	45,284,343	157,518	4,920,912	3,640	50,366,413

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

9. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Land and buildings					
Land - freehold land	2	Market approach using recent observable market data for similar properties	Independent registered valuers	June 2021	Price per hectare
Buildings - non-specialised	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs
Buildings - specialised	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition, residual values and remaining useful life assessments inputs
(ii) Cost					
Furniture and equipment	3	Cost model	N/A	June 2016	Purchase costs
Plant and equipment	3	Cost model	N/A	June 2016	Purchase costs

Following a change to Local Government (Financial Management) Regulation 17A, plant and equipment type assets (being plant and equipment and furniture and equipment) are to be measured under the cost model, rather than at fair value. This change was effective from 1 July 2019 and represented a change in accounting policy. Revaluations carried out previously were not reversed as it was deemed fair value approximated cost at the date of change.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

10. INFRASTRUCTURE

(a) Movements in Balances

Movement in the balances of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - roads	Infrastructure - footpaths	Infrastructure - parks & ovals	Infrastructure - other	Infrastructure - bridges	Total Infrastructure
	\$	\$	\$	\$	\$	\$
Gross balance at 1 July 2019	125,265,399	277,995	13,496,413	6,801,172	2,585,268	148,426,247
Accumulated depreciation at 1 July 2019	(2,714,693)	(11,120)	(762,995)	(1,161,068)	(116,292)	(4,766,168)
Balance at 1 July 2019	122,550,706	266,875	12,733,418	5,640,104	2,468,976	143,660,079
Additions	4,322,545	8,806	139,805	(34,291)	-	4,436,865
Disposals	-	-	-	(590)	-	(590)
Depreciation (expense)	(2,982,342)	(11,027)	(785,316)	(572,298)	(125,336)	(4,476,319)
Balance at 30 June 2020	123,890,909	264,654	12,087,907	5,032,925	2,343,640	143,620,035
Comprises:						
Gross balance at 30 June 2020	129,587,944	286,801	13,636,218	6,766,081	2,585,269	152,862,313
Accumulated depreciation at 30 June 2020	(5,697,035)	(22,147)	(1,548,311)	(1,733,156)	(241,629)	(9,242,278)
Balance at 30 June 2020	123,890,909	264,654	12,087,907	5,032,925	2,343,640	143,620,035
Additions	8,346,460	8,450	1,231,277	7,350	-	9,593,537
Revaluation increments / (decrements) transferred to revaluation surplus	-	-	231,920	3,400,754	-	3,632,674
Depreciation (expense)	(3,237,557)	(10,924)	(783,683)	(574,930)	(125,336)	(4,732,430)
Transfers	-	-	(2,276,099)	1,752,301	-	(523,798)
Balance at 30 June 2021	128,999,812	262,180	10,491,322	9,618,400	2,218,304	151,590,018
Comprises:						
Gross balance at 30 June 2021	137,934,405	295,251	12,409,881	9,618,400	2,585,269	162,843,206
Accumulated depreciation at 30 June 2021	(8,934,593)	(33,071)	(1,918,559)	-	(366,965)	(11,253,188)
Balance at 30 June 2021	128,999,812	262,180	10,491,322	9,618,400	2,218,304	151,590,018

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

10. INFRASTRUCTURE (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Infrastructure - roads	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - footpaths	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - parks & ovals	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - other	3	Cost approach using depreciated replacement cost	Independent registered valuers	June 2021	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).
Infrastructure - bridges	3	Cost approach using depreciated replacement cost	Management Valuation	June 2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3).

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used to determine the fair value of infrastructure using level 3 inputs.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

11. FIXED ASSETS

SIGNIFICANT ACCOUNTING POLICIES

Fixed assets

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.

Initial recognition and measurement between mandatory revaluation dates

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.

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.

Individual assets that are land, buildings, and infrastructure acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework, are recognised at cost and disclosed as being at fair value as management believes cost approximates fair value. They are subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework.

Revaluation

The fair value of land, buildings, and infrastructure is determined at least every five years in accordance with the regulatory framework. This includes buildings and infrastructure items which were pre-existing improvements (i.e. vested improvements) on vested land acquired by the Shire.

Revaluation (Continued)

At the end of each period the valuation is reviewed and where appropriate the fair value is updated to reflect current market conditions. This process is considered to be in accordance with *Local Government (Financial Management) Regulation 17A (2)* which requires land, buildings, infrastructure, investment properties and vested improvements to be shown at fair value.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

AUSTRALIAN ACCOUNTING STANDARDS - INCONSISTENCY

Land under roads from 1 July 2019

As a result of amendments to the *Local Government (Financial Management) Regulations 1996*, effective from 1 July 2019, vested land, including land under roads, is treated as right-of-use assets measured at zero cost. Therefore, the previous inconsistency with AASB 1051 in respect of non-recognition of land under roads acquired on or after 1 July 2008 has been removed, even though measurement at zero cost means that land under roads is still not included in the statement of financial position.

Vested improvements from 1 July 2019

The measurement of vested improvements at fair value in accordance with *Local Government (Financial Management) Regulation 17A(2)(iv)* is a departure from AASB 16 which would have required the Shire to measure the vested improvements as part of the related right-of-use assets at zero cost.

Refer to Note 12 that details the significant accounting policies applying to leases (including right-of-use assets).

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

11. FIXED ASSETS

(a) Disposals of Assets

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss	2021 Budget Net Book Value	2021 Budget Sale Proceeds	2021 Budget Profit	2021 Budget Loss	2020 Actual Net Book Value	2020 Actual Sale Proceeds	2020 Actual Profit	2020 Actual Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Land - freehold land	-	-	-	-	-	-	-	-	147,000	134,400	-	(12,600)
Buildings - specialised	-	-	-	-	-	-	-	-	57,951	25,600	-	(32,351)
Furniture and equipment	-	109	109	-	-	-	-	-	-	-	-	-
Plant and equipment	252,834	253,165	73,597	(73,266)	253,545	253,545	-	-	169,922	141,500	9,796	(38,218)
Infrastructure - other	-	-	-	-	-	-	-	-	-	-	-	(590)
	252,834	253,274	73,706	(73,266)	253,545	253,545	-	-	374,873	301,500	9,796	(83,759)

The following assets were disposed of during the year.

	2021 Actual Net Book Value	2021 Actual Sale Proceeds	2021 Actual Profit	2021 Actual Loss
	\$	\$	\$	\$
Plant and Equipment				
Community amenities				
Sale of Utility GG046	22,998	20,455	-	(2,543)
Transport				
Sale of John Deere 670D GG004	54,000	115,000	61,000	-
Sale of Utility GG068	14,527	21,636	7,109	-
Sale of Utility GG020	25,000	16,636	-	(8,364)
Sale of Van GG009	20,999	8,182	-	(12,817)
Sale of Prime Mover GG028	69,998	20,455	-	(49,542)
Sale of Utility 5GG	45,312	50,801	5,488	-
Other property and services				
Sale of iPad	-	109	109	-
	252,834	253,274	73,706	(73,266)
	252,834	253,274	73,706	(73,266)

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

11. FIXED ASSETS

(b) Depreciation

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Buildings	827,962	839,782	816,960
Furniture and equipment	38,375	67,827	42,886
Plant and equipment	667,481	739,960	679,959
Tools	1,026	1,790	1,027
Infrastructure - roads	3,237,557	1,788,880	2,982,342
Infrastructure - footpaths	10,924	11,120	11,027
Infrastructure - parks & ovals	783,683	993,946	785,316
Infrastructure - other	574,930	360,707	572,298
Infrastructure - bridges	125,336	116,228	125,336
Right-of-use assets - buildings	8,267	-	6,940
Right-of-use assets - plant and equipment	16,007	2,638	26,021
	6,291,548	4,922,878	6,050,112

SIGNIFICANT ACCOUNTING POLICIES

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land and vested land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Buildings - non specialised	2 to 60 years
Buildings - specialised	2 to 80 years
Furniture and equipment	3 to 50 years
Plant and equipment Large Plant	5 to 20 years
Plant and equipment Small Plant	1 to 5 years
Plant and equipment - Sundry	1 to 35 years
Tools	4 to 10 years
Infrastructure - Footpaths	40 years
Infrastructure - Parks & ovals	1 to 40 years
Infrastructure - Bridges	2 to 100 years
Infrastructure - Other	1 to 75 years
Infrastructure - Car parks (sealed)	40 years
Sealed roads and streets	
- formation	not depreciated
- pavement	50 years
Seal	
- bituminous seals	25 years
- asphalt surfaces	25 years
Gravel roads	
- formation	not depreciated
- pavement	50 years
Footpaths - slab	12 years
Formed roads - unsealed (reducing balance)	
- formation	not depreciated
- pavement	50 years
Sewerage piping	80 years
Water supply piping and drainage systems	85 years
Right-of-use (buildings)	Based on the remaining lease
Right-of-use (plant and equipment)	Based on the remaining lease

Depreciation on revaluation

When an item of property, plant and equipment is revalued, any accumulated depreciation at the date of the revaluation is treated as follows:

(a) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and the carrying amount of the asset after taking into account accumulated impairment losses.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

12. LEASES

(a) Right-of-Use Assets

Movement in the balance of each class of right-of-use asset between the beginning and the end of the current financial year.	Right-of-use assets - buildings	Right-of-use assets - plant and equipment	Right-of-use assets Total
	\$	\$	
Balance at 1 July 2019	-	-	-
Recognised on initial application of AASB 16	6,940	28,659	35,599
Depreciation (expense)	(6,940)	(26,021)	(32,961)
Balance at 30 June 2020	-	2,638	2,638
Additions	20,855	109,881	130,736
Depreciation (expense)	(8,267)	(16,007)	(24,274)
Balance at 30 June 2021	12,588	96,512	109,100

The following amounts were recognised in the statement of comprehensive income during the period in respect of leases where the entity is the lessee:

	2021 Actual	2020 Actual
	\$	\$
Depreciation expense on lease liabilities	(24,274)	(32,961)
Interest expense on lease liabilities	1,046	441
Low-value asset lease payments recognised as expense	24,023	32,921
Total amount recognised in the statement of comprehensive income	795	401
Total cash outflow from leases	(25,069)	(33,362)

SIGNIFICANT ACCOUNTING POLICIES

Leases

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 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 that are 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.

Leases for right-of-use assets are secured over the asset being leased.

Right-of-use assets - valuation

Right-of-use assets are measured at cost. This means that all right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost (i.e. not included in the statement of financial position). The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which are reported at fair value.

Refer to Note 11 for details on the significant accounting policies applying to vested improvements.

Right-of-use assets - depreciation

Right-of-use assets are depreciated over the lease term or useful life of the underlying asset, whichever is the shortest. Where a lease transfers ownership of the underlying asset, or the cost of the right-of-use asset reflects that the Shire anticipates to exercise a purchase option, the specific asset is amortised over the useful life of the underlying asset.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

13. REVALUATION SURPLUS

	2021 Opening Balance	2021 Revaluation Increment	2021 Revaluation (Decrement)	Total Movement on Revaluation	2021 Closing Balance	2020 Opening Balance	2020 Change in Accounting Policy	2020 Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Land - freehold land	5,774,614	-	(47,807)	(47,807)	5,726,807	5,774,614	-	5,774,614
Land - vested in and under the control of Council	-	-	-	-	-	4,379,331	(4,379,331)	-
Buildings	15,861,740	9,054,059	-	9,054,059	24,915,799	15,861,740	-	15,861,740
Plant and equipment	2,429,366	-	-	-	2,429,366	2,429,366	-	2,429,366
Tools	62,540	-	-	-	62,540	62,540	-	62,540
Infrastructure - roads	107,822,769	-	-	-	107,822,769	108,208,567	-	108,208,567
Infrastructure - parks & ovals	7,693,992	231,920	-	231,920	7,925,912	7,693,992	-	7,693,992
Infrastructure - bridges	-	-	-	-	0	2,744,000	-	2,744,000
Infrastructure - footpaths	385,798	-	-	-	385,798	-	-	-
Infrastructure - bridges	2,744,000	-	-	-	2,744,000	-	-	-
Infrastructure - other	-	3,400,754	-	3,400,754	3,400,754	-	-	-
	142,774,819	12,686,733	(47,807)	12,638,926	155,413,745	147,154,150	(4,379,331)	142,774,819

Movements on revaluation of property, plant and equipment (including infrastructure) are not able to be reliably attributed to a program as the assets were revalued by class as provided for by AASB 116 Aus 40.1.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

14. TRADE AND OTHER PAYABLES

Current

Sundry creditors	
Prepaid rates	
Accrued salaries and wages	
Bonds and deposits held	
Accrued interest on long term borrowings	
Income received in advance	

2021	2020
\$	\$
1,289,826	654,646
151,839	106,820
120,343	84,950
590,840	523,366
22,298	24,835
68,748	26,290
2,243,894	1,420,907

SIGNIFICANT ACCOUNTING POLICIES

Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year 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.

Prepaid rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

15. CONTRACT LIABILITIES

Current

Contract liabilities

2021	2020
\$	\$
721,357	1,950,161
721,357	1,950,161

SIGNIFICANT ACCOUNTING POLICIES

Contract liabilities

Contract liabilities represent the the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

With respect to transfers for recognisable non-financial assets, contract liabilities represent performance obligations which are not yet satisfied.

Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity
Grant liabilities represent the the Shire's performance obligations to construct recognisable non-financial assets to identified specifications which are yet to be satisfied.

Grant liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

69 Shire of Gingin Annual Report 2020-2021

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

16. LEASE LIABILITIES

(a) Lease Liabilities

	2021	2020
	\$	\$
Current	24,023	2,330
Non-current	85,369	348
	109,392	2,678

(b) Movements in Carrying Amounts

Purpose	Lease Number	Institution	Lease Interest Rate	Lease Term	Actual Lease Principal 1 July 2020	30 June 2021 Actual New Leases	30 June 2021 Actual Lease Principal Repayments	30 June 2021 Actual Lease Principal Outstanding	30 June 2021 Actual Lease Interest Repayments	Budget Lease Principal 1 July 2020	30 June 2021 Budget Lease Principal Repayments	30 June 2021 Budget Lease Principal Outstanding	30 June 2021 Budget Lease Interest Repayments	Actual Lease Principal 1 July 2019	30 June 2020 Actual Lease Principal Repayments	30 June 2020 Actual Lease Principal Outstanding	30 June 2020 Actual Lease Interest Repayments
					\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transport																	
Street sweeper	2	T-Quip	3.10%	36	-	-	-	-	-	-	-	-	-	23,759	(23,759)	-	(243)
Other property and services																	
Lancelin administration office	1	Lewis Hughes	2.10%	12	-	20,855	(6,862)	13,994	(228)	-	(7,092)	(7,092)	-	6,940	(6,940)	-	(79)
Postal franking machine	3	Advance Office Solutions	3.10%	60	2,678	-	(2,290)	388	(50)	2,678	(488)	2,190	-	4,900	(2,222)	2,678	(119)
Photocopier - Ineo 958	4	QPC Group	1.10%	36	-	22,702	(4,982)	17,720	(148)	-	-	-	-	-	-	-	-
IT Server	5	Dell Financial Services	1.30%	60	-	87,179	(9,889)	77,290	(620)	-	-	-	-	-	-	-	-
					2,678	130,736	(24,023)	109,392	(1,046)	2,678	(7,580)	(4,902)	-	35,599	(32,921)	2,678	(441)

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

17. INFORMATION ON BORROWINGS

(a) Borrowings

	2021	2020
	\$	\$
Current	259,387	222,197
Non-current	1,843,185	1,767,829
	2,102,572	1,990,026

(b) Repayments - Borrowings

Particulars	Loan Number	Institution	Interest Rate	Actual Principal	30 June 2021 Actual New Loans	30 June 2021 Actual Principal repayments	30 June 2021 Actual Interest repayments	30 June 2021 Actual Principal outstanding	Budget Principal	30 June 2021 Budget New Loans	30 June 2021 Budget Principal repayments	30 June 2021 Budget Interest repayments	30 June 2021 Budget Principal outstanding	Actual Principal	30 June 2020 Actual Principal repayments	30 June 2020 Actual Interest repayments	30 June 2020 Actual Principal outstanding
				1 July 2020					1 July 2020					1 July 2019			
Health				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Gingin Medical Centre	L100	WATC*	6.51%	131,258	-	(29,686)	(7,254)	101,572	131,258	-	(29,686)	(8,070)	101,572	159,075	(27,817)	(9,154)	131,258
Community amenities																	
Tip Rationalisation	L111	WATC*	6.49%	435,111	-	(18,822)	(27,460)	416,289	435,111	-	(18,822)	(27,938)	416,289	452,768	(17,657)	(28,691)	435,111
Seabird Sea Wall	L127	WATC*	2.51%	145,020	-	(20,809)	(3,285)	124,211	145,020	-	(20,809)	(3,510)	124,211	165,317	(20,297)	(3,806)	145,020
Recreation and culture																	
Guilderton Country Club	L114	WATC*	7.14%	370,175	-	(35,734)	(25,513)	334,441	370,175	-	(35,734)	(25,804)	334,441	403,488	(33,313)	(27,953)	370,175
Cunliffe Street Redevelopment	L119	WATC*	7.19%	-	-	-	-	-	-	250,000	-	-	250,000	-	-	-	-
Regional Hardcourt Facility	L120	WATC*	6.68%	264,331	-	(22,260)	(17,243)	242,071	264,331	-	(22,260)	(17,292)	242,071	285,175	(20,844)	(18,662)	264,331
Regional Hardcourt Facility	L124A	WATC*	4.13%	254,467	-	(21,026)	(10,231)	233,441	254,467	-	(21,026)	(10,295)	233,441	274,651	(20,184)	(11,075)	254,467
Swimming Pool Tiling	L126	WATC*	3.10%	95,471	-	(14,714)	(2,658)	80,757	95,471	-	(14,714)	(2,846)	80,757	109,739	(14,268)	(3,113)	95,471
Gingin Outdoor Activity Space	L132	WATC*	1.43%	-	177,000	-	(90)	177,000	-	177,000	-	-	177,000	-	-	-	-
Economic services																	
Lancelin Caravan Park Assets	L128	WATC*	2.52%	103,130	-	(40,479)	(1,963)	62,651	103,130	-	(40,479)	(2,345)	62,651	142,607	(39,477)	(2,977)	103,130
Guilderton Caravan Park Waste Water	-	-	-	-	-	-	-	-	-	100,000	-	-	100,000	-	-	-	-
Other property and services																	
Lot 44 Weld Street Gingin	L123	WATC*	6.96%	169,628	-	(16,485)	(11,286)	153,143	169,628	-	(16,485)	(11,524)	153,143	185,023	(15,395)	(12,392)	169,628
Altus Financials Suite Software Upgrade	L131	WATC*	1.94%	-	157,743	-	(109)	157,743	-	-	-	-	-	-	-	-	-
				1,968,591	334,743	(220,015)	(107,092)	2,083,319	1,968,591	527,000	(220,015)	(109,624)	2,275,576	2,177,843	(209,252)	(117,823)	1,968,591
Self Supporting Loans																	
Recreation and culture																	
Ledge Point Country Club Cool Room	L130	WATC*	2.16%	21,435	-	(2,182)	(446)	19,253	21,435	-	(2,182)	(451)	19,253	23,571	(2,136)	(493)	21,435
				21,435	-	(2,182)	(446)	19,253	21,435	-	(2,182)	(451)	19,253	23,571	(2,136)	(493)	21,435
				1,990,026	334,743	(222,197)	(107,538)	2,102,572	1,990,026	527,000	(222,197)	(110,075)	2,294,829	2,201,414	(211,388)	(118,316)	1,990,026

* WA Treasury Corporation

Self supporting loans are financed by payments from third parties. These are shown in Note 5 as other financial assets at amortised cost.
All other loan repayments were financed by general purpose revenue.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

17. INFORMATION ON BORROWINGS (Continued)

(c) New Borrowings - 2020/21

Particulars/Purpose	Institution	Loan Type	Term Years	Interest Rate %	Amount Borrowed		Amount (Used)		Total Interest & Charges	Actual Balance Unspent
					2021 Actual	2021 Budget	2021 Actual	2021 Budget		
LA Cunliffe Car Park	WATC*	Debenture	10		\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -
Altus Financials Software Upgrade	WATC*	Debenture	10	1.94%	157,743	-	157,743	-	-	-
GG Outdoor Activity Space	WATC*	Debenture	10	1.43%	177,000	177,000	177,000	177,000	-	-
GU Caravan Park Waste Water	WATC*	Debenture	10		-	100,000	-	100,000	-	-
* WA Treasury Corporation					334,743	527,000	334,743	527,000	-	-

(d) Undrawn Borrowing Facilities

Credit Standby Arrangements

	2021 \$	2020 \$
Bank overdraft limit	500,000	500,000
Bank overdraft at balance date	-	-
Credit card limit	24,000	29,000
Credit card balance at balance date	(6,201)	(3,959)
Total amount of credit unused	517,799	525,041

Loan facilities

Loan facilities - current	259,387	222,197
Loan facilities - non-current	1,843,185	1,767,829
Lease liabilities - current	24,023	2,330
Lease liabilities - non-current	85,369	348
Total facilities in use at balance date	2,211,964	1,992,704

Unused loan facilities at balance date

NIL NIL

SIGNIFICANT ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are recognised at fair value when the Shire becomes a party to the contractual provisions to the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Borrowing costs

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.

Risk

Information regarding exposure to risk can be found at Note 28.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

18. EMPLOYEE RELATED PROVISIONS

(a) Employee Related Provisions

	Provision for Annual Leave & Other Entitlements	Provision for Long Service Leave	Total
	\$	\$	\$
Opening balance at 1 July 2020			
Current	524,292	457,254	981,546
Non-current	18,200	121,537	139,737
	542,492	578,791	1,121,283
Additional provision	54,731	(105,452)	(50,721)
Balance at 30 June 2021	597,223	473,339	1,070,562
Comprises			
Current	597,223	407,116	1,004,339
Non-current	-	66,223	66,223
	597,223	473,339	1,070,562
Amounts are expected to be settled on the following basis:	2021	2020	
	\$	\$	
Less than 12 months after the reporting date	522,099	670,552	
More than 12 months from reporting date	518,208	400,894	
Expected reimbursements from other WA local governments	30,255	49,837	
	1,070,562	1,121,283	

Timing of the payment of current leave liabilities is difficult to determine as it is dependent on future decisions of employees. Expected settlement timings are based on information obtained from employees and historical leave trends and assumes no events will occur to impact on these historical trends.

SIGNIFICANT ACCOUNTING POLICIES

Employee benefits

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

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 statement of financial position.

Other long-term employee benefits

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

Other long-term employee benefits (Continued)

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.

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.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

19. NOTES TO THE STATEMENT OF CASH FLOWS

Reconciliation of Cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to the related items in the Statement of Financial Position as follows:

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cash and cash equivalents	9,438,399	6,347,933	9,474,792
Reconciliation of Net Cash Provided By Operating Activities			
Net result	6,165,754	10,081,429	556,651
Non-cash flows in Net result:			
Adjustments to fair value of financial assets at fair value through profit and loss	(2,586)	-	(1,153)
Depreciation on non-current assets	6,291,548	4,922,878	6,050,112
(Profit)/loss on sale of asset	(440)	-	73,963
Changes in assets and liabilities:			
(Increase)/decrease in trade and other receivables	(883,091)	-	(112,445)
(Increase)/decrease in other assets	757	-	(1,369)
(Increase)/decrease in inventories	(3,785)	-	6,909
Increase/(decrease) in trade and other payables	822,988	-	110,361
Increase/(decrease) in employee related provisions	(50,721)	-	133,004
Increase/(decrease) in contract liability	(1,228,804)	-	842,062
Non-operating grants, subsidies and contributions	(8,352,488)	(12,774,739)	(3,876,600)
Net cash from operating activities	2,759,132	2,229,568	3,781,495

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 11.6.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

20. TOTAL ASSETS CLASSIFIED BY FUNCTION AND ACTIVITY

	2021	2020
	\$	\$
Governance	245,514	-
General purpose funding	971,132	1,564,869
Law, order, public safety	4,174,263	1,958,970
Health	904,578	2,620,027
Education and welfare	3,307,100	738,300
Housing	1,634	-
Community amenities	2,473,186	1,591,542
Recreation and culture	7,946,288	29,364,393
Transport	133,033,087	127,315,421
Economic services	34,917,135	1,980,057
Other property and services	20,607,149	16,662,243
Unallocated	6,092,622	12,310,464
	214,673,688	196,106,286

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

21. CONTINGENT LIABILITIES

Contingent liabilities are not recognised in the statement of financial position but are disclosed and, if quantifiable, are measured at the best estimate.

There are no contingent liabilities at 30 June 2021.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

22. COMMITMENTS

(a) Capital Expenditure Commitments

Contracted for:

- capital expenditure projects

Payable:

- not later than one year

2021	2020
\$	\$
668,487	4,758,818
668,487	4,758,818
668,487	4,758,818

The capital commitments relate to the following projects:

Gingin Outdoor Activity Space \$32,003

Lancelin Skate Park \$92,474

Guilderton Foreshore Ablutions \$46,022

Gingin Hotspot Coastal Monitoring Project \$21,675

Cowalla Road Reconstruction & Final Seal \$76,313

Gingin ICC Building \$400,000

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

23. ELECTED MEMBERS REMUNERATION

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cr Fewster - Shire President			
President's annual allowance	14,000	14,000	16,000
Meeting attendance fees	13,125	13,125	12,886
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	803
	28,895	30,595	31,709
Cr Rule - Deputy President			
Deputy President's annual allowance	3,500	3,500	4,000
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	-
	12,270	13,970	14,020
Cr Johnson - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,856	1,667	2,741
	11,626	10,470	12,761
Cr Vis - Councillor			
Meeting attendance fees	7,000	7,000	5,896
ICT expenses	1,770	1,803	1,410
Travel and accommodation expenses	-	1,667	-
	8,770	10,470	7,306
Cr Peczka - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,592	1,667	2,661
	11,362	10,470	12,681
Cr Court - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,267	1,667	1,758
	11,037	10,470	11,778
Cr Lobb - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	2,675	1,667	4,777
	11,445	10,470	14,797
Cr Morton - Councillor			
Meeting attendance fees	7,000	7,000	8,000
ICT expenses	1,770	1,803	2,020
Travel and accommodation expenses	-	1,667	-
	8,770	10,470	10,020
Cr Balcombe - Councillor			
Meeting attendance fees	7,000	7,000	5,896
ICT expenses	1,770	1,802	1,410
Travel and accommodation expenses	-	1,664	-
	8,770	10,466	7,306

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

23. ELECTED MEMBERS REMUNERATION

	2021 Actual \$	2021 Budget \$	2020 Actual \$
Cr Elgin - Former Deputy President			
Meeting attendance fees	-	-	2,416
ICT expenses	-	-	610
	-	-	3,026
Cr Collard - Former Shire President			
Meeting attendance fees	-	-	4,531
ICT expenses	-	-	610
	-	-	5,141
	112,945	117,851	130,545
Fees, expenses and allowances to be paid or reimbursed reimbursed to elected council members.			
President's allowance	14,000	14,000	16,000
Deputy President's allowance	3,500	3,500	4,000
Meeting attendance fees	69,125	69,125	79,625
ICT expenses	15,930	16,226	18,180
Travel and accommodation expenses	10,390	15,000	12,740
	112,945	117,851	130,545
Conferences and Training	3,675	26,100	26,527
	116,620	143,951	157,072

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

24. RELATED PARTY TRANSACTIONS (Continued)

Key Management Personnel (KMP) Compensation Disclosure

The total of remuneration paid to KMP of the Shire during the year are as follows:

	2021 Actual \$	2020 Actual \$
Short-term employee benefits	602,438	650,084
Post-employment benefits	69,388	70,014
Other long-term benefits	15,632	14,930
Termination benefits	37,523	34,196
	<u>724,981</u>	<u>769,224</u>

Short-term employee benefits

These amounts include all salary, fringe benefits and cash bonuses awarded to KMP except for details in respect to fees and benefits paid to elected members which may be found above.

Post-employment benefits

These amounts are the current-year's estimated cost of providing for the Shire's superannuation contributions made during the year.

Other long-term benefits

These amounts represent long service benefits accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP (Note: may or may not be applicable in any given year).

Transactions with related parties

Transactions between related parties and the Shire are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

No outstanding balances or provisions for doubtful debts or guaranties exist in relation to related parties at year end.

The following transactions occurred with related parties:

	2021 Actual \$	2020 Actual \$
Sale of goods and services	12,390	26,391
Purchase of goods and services	14,596	16,629

Related Parties

The Shire's main related parties are as follows:

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any elected member, are considered key management personnel.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

25. JOINT ARRANGEMENTS

(b) Share of joint operations

The Shire has two separate joint agreements with the Department of Communities for the provision of housing at 2 Atkinson Way Lancelin.
For accounting purposes these joint arrangements constitutes joint operations. The assets are land and 11 x 2 bedroom units. The ownership of the assets is determined by agreements which includes the percentage of each parties equitable interest. The assets are included in the Land and Buildings as follows;

	2021	2020
	\$	\$
Non-Current Assets		
Land and Buildings		
Land Lot 84 Atkinson Way Lancelin	20,000	201,909
Atkinson Way Lancelin (5 x 2 bedroom units) Units 1-5 @ 36.10%	342,950	315,491
Atkinson Way Lancelin (6 x 2 bedroom units) Units 6-11 @ 39.37%	433,070	427,023
Less: accumulated depreciation	-	(42,394)
	796,022	902,029
Total assets	796,022	902,029

The Shire manages the property and tenancy under the joint operation. All associated revenue and expenses are recognised in the financial statements of the Shire.

Statement of Comprehensive income

Other revenue	81,181	79,481
Other expenditure	(52,917)	(56,321)
Net result for the period	28,264	23,160

Other comprehensive income

Items that will not be reclassified subsequently to profit or loss

Changes in asset revaluation surplus	91,974	-
Total other comprehensive income for the period	91,974	-

Total comprehensive income for the period

	120,238	23,160
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APPENDIX 11.6.1

Shire of Gingin Annual Report 2020-2021

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021

(a) Rates

Differential general rate / general rate

GRV- Townsites

GRV- Other

Unimproved valuations

UV- Rural

UV- Other

UV-Intensive/MiningSub-Total

Minimum payment

Gross rental valuations

GRV- Townsites

GRV- Other

Unimproved valuations

UV- Rural

UV- Other

UV-Intensive/Mining

UV-Exploration Mining

Sub-TotalDiscounts/concessions (Note 26(b))

Total amount raised from general rate

Ex-gratia rates

Totals

SIGNIFICANT ACCOUNTING POLICIES

Rates

Control over assets acquired from rates is obtained at the commencement of the rating period.

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

Rate in \$	Number of Properties	2020/21 Actual Rateable Value \$	2020/21 Actual Rate Revenue \$	2020/21 Actual Interim Rates \$	2020/21 Actual Back Rates \$	2020/21 Actual Total Revenue \$	2020/21 Budget Rate Revenue \$	2020/21 Budget Interim Rate \$	2020/21 Budget Back Rate \$	2020/21 Budget Total Revenue \$	2019/20 Actual Total Revenue \$
0.087511	1,546	26,074,194	2,281,778	46,361	764	2,328,903	2,281,778	10,000	2,000	2,293,778	2,324,271
0.087511	908	14,887,682	1,302,836	-	-	1,302,836	1,302,836	-	-	1,302,836	1,280,492
0.004965	413	264,837,000	1,314,917	-	-	1,314,917	1,314,917	-	-	1,314,917	1,341,352
0.004965	2	1,872,000	9,294	-	-	9,294	9,294	-	-	9,294	9,334
0.009245	135	72,399,000	669,329	-	-	669,329	669,329	-	-	669,329	633,507
Minimum \$	3,004	380,069,876	5,578,154	46,361	764	5,625,279	5,578,154	10,000	2,000	5,590,154	5,588,956
1,110	1,082	9,291,624	1,201,020	-	-	1,201,020	1,201,020	-	-	1,201,020	1,212,120
1,110	769	4,790,360	853,590	-	-	853,590	853,590	-	-	853,590	869,130
1,400	378	76,674,110	529,200	-	-	529,200	529,200	-	-	529,200	522,200
1,400	2	425,000	2,800	-	-	2,800	2,800	-	-	2,800	2,800
2,548	107	18,740,524	272,636	-	-	272,636	272,636	-	-	272,636	262,444
1,400	30	95,498	42,000	-	-	42,000	42,000	-	-	42,000	33,600
	2,368	110,017,116	2,901,246	-	-	2,901,246	2,901,246	-	-	2,901,246	2,902,294
	5,372	490,086,992	8,479,400	46,361	764	8,526,525 (137,028)	8,479,400	10,000	2,000	8,491,400 (130,000)	8,491,250 (139,357)
						8,389,497				8,361,400	8,351,893
						5,197				5,000	4,927
						8,394,694				8,366,400	8,356,820

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

26. RATING INFORMATION (Continued)

(b) Waivers or Concessions

Rate or Fee and Charge to which the Waiver or Concession is Granted	Type	Discount %	Discount \$	2021 Actual \$	2021 Budget \$	2020 Actual \$
General and minimum rates for properties that are classified within the UV Intensive Differential Rating Category that have a mix of non-intensive and intensive use on a property.	Concession	Based on the area of land on the property used for non-intensive purposes.	Based on the area of land on the property used for non-intensive purposes.	137,028	130,000	139,357
				137,028	130,000	139,357
Total discounts/concessions (Note 26(a))				137,028	130,000	139,357

Rate or Fee and Charge to which the Waiver or Concession is Granted	Circumstances in which the Waiver or Concession is Granted and to whom it was available	Objects of the Waiver or Concession	Reasons for the Waiver or Concession
General and minimum rates for properties that are classified within the UV Intensive Differential Rating Category that have a mix of non-intensive and intensive use on a property.	A concession is granted based on the area of land used for non-intensive rural purposes. The rates concession is calculated by determining the percentage of the property used for intensive purposes, the balance being non-intensive.	To ensure that the rates paid for a property appropriately reflect the use of the property. The concession is provided for split use differentially rated rural properties where there is a mixed use of nonintensive and intensive use on that property and where less than 75% of the property is classified as 'Intensive Use'.	Property owners within the Shire carry on a variety of mixed uses on their land, with some using less than 75% of their land for non-intensive rural uses. The concession provides for these situations by ensuring the property owner only pays the relevant rates applicable to the use of the land.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

26. RATING INFORMATION (Continued)

(c) Interest Charges & Instalments

Instalment Options	Date Due	Instalment Plan Admin Charge	Instalment Plan Interest Rate	Unpaid Rates Interest Rate
		\$	%	%
Option One				
Single full payment	16/09/2020	0.00	0.00%	8.00%
Option Two				
First instalment	16/09/2020	0.00	5.50%	8.00%
Second instalment	16/11/2020	0.00	5.50%	8.00%
Option Three				
First instalment	16/09/2020	0.00	5.50%	8.00%
Second instalment	16/11/2020	0.00	5.50%	8.00%
Third instalment	18/01/2021	0.00	5.50%	8.00%
Fourth instalment	18/03/2021	0.00	5.50%	8.00%

	2021 Actual	2021 Budget	2020 Actual
	\$	\$	\$
Interest on unpaid rates	96,236	110,000	155,334
Interest on instalment plan	26,052	29,000	28,676
Charges on instalment plan	-	-	19,630
Deferred pensioner rates interest	1,040	2,000	2,368
	123,328	141,000	206,008

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

27. RATE SETTING STATEMENT INFORMATION

		2020/21 2020/21 (30 June 2021) Carried Forward)	Budget (30 June 2021) Carried Forward)	2019/20 (30 June 2020) Carried Forward
Note		\$	\$	\$
(a) Non-cash amounts excluded from operating activities				
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> .				
Adjustments to operating activities				
Less: Profit on asset disposals	11(a)	(73,706)	-	(9,796)
Less: Fair value adjustments to financial assets at fair value through profit and loss		(2,586)	-	(1,153)
Movement in pensioner deferred rates (non-current)		(1,521)	-	(12,792)
Movement in employee benefit provisions (non-current)		(73,514)	-	41,177
Add: Loss on disposal of assets	11(a)	73,266	-	83,759
Add: Depreciation on non-current assets	11(b)	6,291,548	4,922,878	6,050,112
Non cash amounts excluded from operating activities		6,213,487	4,922,878	6,151,307
(b) Surplus/(deficit) after imposition of general rates				
The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.				
Adjustments to net current assets				
Less: Reserves - cash backed	4	(6,452,425)	(4,844,341)	(5,553,210)
Less: Cash - restricted		-	540,777	-
Less: Financial assets at amortised cost - self supporting loans	5(a)	(7,977)	340	(13,164)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings	17(a)	259,386	281,551	222,197
- Current portion of contract liability held in reserve		-	(1,619,425)	-
- Current portion of lease liabilities	16	24,023	-	2,330
Total adjustments to net current assets		(6,176,993)	(5,641,098)	(5,341,847)
Net current assets used in the Rate Setting Statement				
Total current assets		12,374,527	8,394,971	11,531,510
Less: Total current liabilities		(4,253,000)	(2,753,873)	(4,577,141)
Less: Total adjustments to net current assets		(6,176,993)	(5,641,098)	(5,341,848)
Net current assets used in the Rate Setting Statement		1,944,534	-	1,612,521

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT

This note explains the Shire's exposure to financial risks and how these risks could affect the Shire's future financial performance.

Risk	Exposure arising from	Measurement	Management
Market risk - interest rate	Long term borrowings at variable rates	Sensitivity analysis	Utilise fixed interest rate borrowings
Credit risk	Cash and cash equivalents, trade receivables, financial assets and debt investments	Aging analysis Credit analysis	Diversification of bank deposits, credit limits. Investment policy
Liquidity risk	Borrowings and other liabilities	Rolling cash flow forecasts	Availability of committed credit lines and borrowing facilities

The Shire does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by the finance area under policies approved by the Council. The finance area identifies, evaluates and manages financial risks in close co-operation with the operating divisions. Council have approved the overall risk management policy and provide policies on specific areas such as investment policy.

(a) Interest rate risk

Cash and cash equivalents

The Shire's main interest rate risk arises from cash and cash equivalents with variable interest rates, which exposes the Shire to cash flow interest rate risk. Short term overdraft facilities also have variable interest rates however these are repaid within 12 months, reducing the risk level to minimal.

Excess cash and cash equivalents are invested in fixed interest rate term deposits which do not expose the Shire to cash flow interest rate risk. Cash and cash equivalents required for working capital are held in variable interest rate accounts and non-interest bearing accounts. Carrying amounts of cash and cash equivalents at the 30 June and the weighted average interest rate across all cash and cash equivalents and term deposits held disclosed as financial assets at amortised cost are reflected in the table below.

	Weighted Average Interest Rate	Carrying Amounts	Fixed Interest Rate	Variable Interest Rate	Non Interest Bearing
	%	\$	\$	\$	\$
2021					
Cash and cash equivalents	0.25%	9,438,399	-	9,435,499	2,900
2020					
Cash and cash equivalents	1.16%	9,474,792	-	9,471,992	2,800

Sensitivity analysis

Profit or loss is sensitive to higher/lower interest income from cash and cash equivalents as a result of changes in interest rates.

	2021	2020
	\$	\$
Impact of a 1% movement in interest rates on profit and loss and equity*	94,355	94,720

* Holding all other variables constant

Borrowings

Borrowings are subject to interest rate risk - the risk that movements in interest rates could adversely affect funding costs. The Shire manages this risk by borrowing long term and fixing the interest rate to the situation considered the most advantageous at the time of negotiation. The Shire does not consider there to be any interest rate risk in relation to borrowings. Details of interest rates applicable to each borrowing may be found at Note 17(b).

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT (Continued)

(b) Credit risk

Trade and Other Receivables

The Shire's major receivables comprise rates annual charges and user fees and charges. The major risk associated with these receivables is credit risk – the risk that the debts may not be repaid. The Shire manages this risk by monitoring outstanding debt and employing debt recovery policies. It also encourages ratepayers to pay rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of the Shire to recover these debts as a secured charge over the land, that is, the land can be sold to recover the debt. The Shire is also able to charge interest on overdue rates and annual charges at higher than market rates, which further encourage payment.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

The expected loss rates are based on the payment profiles of rates and fees and charges over a period of 36 months before 1 July 2020 or 1 July 2021 respectively and the corresponding historical losses experienced within this period. Historical credit loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors such as the ability of ratepayers and residents to settle the receivables. Housing prices and unemployment rates have been identified as the most relevant factor in repayment rates, and accordingly adjustments are made to the expected credit loss rate based on these factors.

The loss allowance as at 30 June 2021 for rates receivable was determined as follows:

	Current	More than 1 year past due	More than 2 years past due	More than 3 years past due	Total
30 June 2021					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	339,330	228,619	218,777	333,491	1,120,217
Loss allowance	-	-	-	-	-
30 June 2020					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	459,155	392,266	207,020	442,189	1,500,630

The loss allowance as at 30 June 2021 and 30 June 2020 was determined as follows for trade receivables.

	Current	More than 30 days past due	More than 60 days past due	More than 90 days past due	Total
30 June 2021					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	0.00%	33.51%	
Gross carrying amount	1,541,498	118,826	34,652	32,690	1,727,666
Loss allowance	-	-	-	10,954	10,954
30 June 2020					
Trade and other receivables					
Expected credit loss	0.00%	0.00%	0.00%	2.01%	
Gross carrying amount	268,773	18,618	2,869	207,681	497,941
Loss allowance	-	-	-	4,167	4,167

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

28. FINANCIAL RISK MANAGEMENT (Continued)

(c) Liquidity risk

Payables and borrowings

Payables and borrowings are both subject to liquidity risk – that is the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due. The Shire manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer. Payment terms can be extended and overdraft facilities drawn upon if required and disclosed in Note 17(d).

The contractual undiscounted cash flows of the Shire's payables and borrowings are set out in the liquidity table below. Balances due within 12 months equal their carrying balances, as the impact of discounting is not significant.

	Due within 1 year \$	Due between 1 & 5 years \$	Due after 5 years \$	Total contractual cash flows \$	Carrying values \$
<u>2021</u>					
Payables	2,243,894	-	-	2,243,894	2,243,894
Borrowings	363,502	1,309,383	1,218,136	2,891,021	2,102,572
Lease liabilities	33,190	78,899	-	112,089	109,392
	<u>2,640,586</u>	<u>1,388,282</u>	<u>1,218,136</u>	<u>5,247,004</u>	<u>4,455,858</u>
<u>2020</u>					
Payables	1,420,907	-	-	1,420,907	1,420,907
Borrowings	332,272	1,184,463	1,006,418	2,523,153	1,990,026
Lease liabilities	2,330	348	-	2,678	2,678
	<u>1,755,509</u>	<u>1,184,811</u>	<u>1,006,418</u>	<u>3,946,738</u>	<u>3,413,611</u>

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

29. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

There has been no material events after the reporting period which would affect the financial report for the Shire of Gingin for the year ended 30 June 2021 or which would require additional disclosures.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

30. CORRECTION OF ERROR

The Shire has a joint venture agreement with the Department of Communities for the provision of aged housing. For accounting purposes this joint arrangement constitutes a joint operation. The assets are land and 11 x 2 bedroom units at 2 Atkinson Way, Lancelin.

The ownership of the assets is determined by an equity agreement which includes the percentage of each parties equitable interest.

Paragraph 17A of the Local Government (Financial Management) Regulation 1996 was amended to require all physical non-current assets to be valued on a fair value basis with full implementation by 30 June 2017. At the time of applying the fair value of joint venture housing the full fair value of the assets was incorrectly recognised by the Shire, rather than only recognising its own portion of the asset. The Shire of Gingin has retrospectively applied the correction and an adjustment to reflect the Shire's equitable value of the asset has been amended accordingly.

Statement of Financial Position (Extract)	30 June 2020	Increase/ (Decrease)	30 June 2020 (Restated)	01 July 2019	Increase/ (Decrease)	01 July 2019 (Restated)
	\$	\$	\$	\$	\$	\$
Property, plant and equipment	42,194,112	(1,479,509)	40,714,603	43,071,744	(1,502,586)	41,569,158
	42,194,112	(1,479,509)	40,714,603	43,071,744	(1,502,586)	41,569,158
Revaluation Surplus	144,323,972	(1,549,153)	142,774,819	144,323,972	(1,549,153)	142,774,819
Retained earnings	41,223,558	69,644	41,293,202	41,951,231	46,567	41,997,798
Total equity	185,547,530	(1,479,509)	184,068,021	186,275,203	(1,502,586)	184,772,617

Statement of Comprehensive Income (Extract)	2020	Increase/ (Decrease)	2020 (Restated)
	\$	\$	\$
<i>By Nature or Type</i>			
Depreciation	6,073,189	(23,077)	6,050,112
<i>By program</i>			
Expenses			
Education and welfare	266,525	(23,077)	243,448
Net result for the period	533,574	23,077	556,651
Total comprehensive income for the period	533,574	23,077	556,651

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 11.6.1

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE FINANCIAL REPORT FOR THE YEAR ENDED 30 JUNE 2021

31. TRUST FUNDS

Funds held at balance date which are required to be held in trust and which are not included in the financial statements are as follows:

	1 July 2020	Amounts Received	Amounts Paid	30 June 2021
	\$	\$	\$	\$
Bonds, Tenders etc	6,067	-	(6,067)	-
Community Groups	1,569	-	(1,569)	-
D Wedge Trust	6,405	-	(6,405)	-
Landscaping Bonds	13,112	-	(13,112)	-
Other Bonds/Trusts	4,546	338	(4,884)	-
Public Open Space	46,218	26,050	(60,942)	11,326
Councillor Nomination Deposits	-	-	-	-
	77,917	26,388	(92,979)	11,326

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

32. OTHER SIGNIFICANT ACCOUNTING POLICIES

a) Goods and services tax (GST)

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.

b) Current and non-current classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. Amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

f) Superannuation

The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair

value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

i) Impairment of assets

In accordance with Australian Accounting Standards the Shire's cash generating non-specialised assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

For non-cash generating specialised assets that are measured under the revaluation model, such as roads, drains, public buildings and the like, no annual assessment of impairment is required. Rather AASB 116.31 applies and revaluations need only be made with sufficient regularity to ensure the carrying value does not differ materially from that which would be determined using fair value at the end of the reporting period.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021
33. ACTIVITIES/PROGRAMS**

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

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources	Includes the activities of members of Council and the administrative support available to the Council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific Council services.
GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
HEALTH To provide an operational framework for environmental and community health	Inspection of food outlets and their control, noise control and waste disposal compliance.
EDUCATION AND WELFARE To provide services to disadvantaged persons, the elderly, children and youth	Maintenance of playgroup centre, aged care housing and Wangaree Community Centre. Provision and maintenance of youth services.
HOUSING To provide and maintain staff and other housing	Provision and maintenance of staff and other housing.
COMMUNITY AMENITIES To provide services required by the community	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 schemes, cemetery and public conveniences.
RECREATION AND CULTURE To establish and effectively manage infrastructure and resource which will help the social well being of the community	Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities.
TRANSPORT To provide safe, effective and efficient transport services to the community	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.
ECONOMIC SERVICES To help promote the shire and its economic wellbeing	Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes.
OTHER PROPERTY AND SERVICES To monitor and control Shire's overheads operating accounts	Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services.

**SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2021**

34. FINANCIAL RATIOS

	2021 Actual	2020 Actual	2019 Actual
Current ratio	1.66	0.97	1.91
Asset consumption ratio	0.93	0.93	0.96
Asset renewal funding ratio	*N/A	1.10	1.09
Asset sustainability ratio	0.15	0.81	0.30
Debt service cover ratio	12.78	8.64	5.67
Operating surplus ratio	(0.17)	(0.27)	(0.33)
Own source revenue coverage ratio	0.68	0.65	0.62

* The Shire of Gingin has not reported the Asset Renewal Funding Ratio due to having an outdated Asset Management Plan and Long Term Financial Plan. The reporting of this ratio would be based on inaccurate data.

The above ratios are calculated as follows:

Current ratio	$\frac{\text{current assets minus restricted assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$
Asset consumption ratio	$\frac{\text{depreciated replacement costs of depreciable assets}}{\text{current replacement cost of depreciable assets}}$
Asset renewal funding ratio	$\frac{\text{NPV of planned capital renewal over 10 years}}{\text{NPV of required capital expenditure over 10 years}}$
Asset sustainability ratio	$\frac{\text{capital renewal and replacement expenditure}}{\text{depreciation}}$
Debt service cover ratio	$\frac{\text{annual operating surplus before interest and depreciation}}{\text{principal and interest}}$
Operating surplus ratio	$\frac{\text{operating revenue minus operating expenses}}{\text{own source operating revenue}}$
Own source revenue coverage ratio	$\frac{\text{own source operating revenue}}{\text{operating expense}}$



Auditor General

INDEPENDENT AUDITOR'S REPORT 2021 Shire of Gingin

To the Councillors of the Shire of Gingin

Report on the audit of the annual financial report

Opinion

I have audited the financial report of the Shire of Gingin (Shire) which comprises:

- the Statement of Financial Position at 30 June 2021, the Statement of Comprehensive Income by Nature or Type, Statement of Comprehensive Income by Program, Statement of Changes in Equity, Statement of Cash Flows and Rate Setting Statement for the year then ended
- Notes comprising a summary of significant accounting policies and other explanatory information
- the Statement by the Chief Executive Officer.

In my opinion the financial report of the Shire of Gingin:

- is based on proper accounts and records
- fairly represents, in all material respects, the results of the operations of the Shire for the year ended 30 June 2021 and its financial position at the end of that period in accordance with the *Local Government Act 1995* (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

Basis for opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Auditor's responsibilities section below. I am independent of the Shire in accordance with the *Auditor General Act 2006* and the relevant ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to my audit of the financial report. I have also fulfilled my other ethical responsibilities in accordance with the Code. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter – Restatement of comparative figures

I draw attention to Note 30 to the financial statements which states that the amounts reported in the previously issued 30 June 2020 Annual Financial Report have been restated and disclosed as comparatives in this Annual Financial Report. My opinion is not modified in respect of this matter.

Responsibilities of the Chief Executive Officer and Council for the financial report

The Chief Executive Officer (CEO) of the Shire is responsible for the preparation and fair presentation of the financial report in accordance with the requirements of the Act, the Regulations and Australian Accounting Standards. The CEO is also responsible for managing internal control (as required by the CEO) to ensure the financial report is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the CEO is responsible for assessing the Shire's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the State Government has made decisions affecting the continued existence of the Shire.

The Council is responsible for overseeing the Shire's financial reporting process.

Auditor's responsibility for the audit of the financial report

As required by the *Auditor General Act 2006*, my responsibility is to express an opinion on the financial report. The objectives of my audit are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.

A further description of my responsibilities for the audit of the financial report is located on the Auditing and Assurance Standards Board website. This description forms part of my auditor's report and can be found at https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf.

Report on other legal and regulatory requirements

In accordance with the Local Government (Audit) Regulations 1996 I report that:

- (i) In my opinion, the following material matter indicates a significant adverse trend in the financial position of the Shire:
 - a) The Operating Surplus Ratio is below the Department of Local Government, Sport and Cultural Industries standard for the past 3 years. The financial ratios are reported at Note 34 of the annual financial report.
- (ii) The following material matter indicating non-compliance with Part 6 of the Act, the Regulations or applicable financial controls of any other relevant written law were identified during the course of my audit:
 - a) The Shire has not reported the Asset Renewal Funding Ratio for 2021 in the annual financial report as required by section 50(1)(c) of the Local Government (Financial Management) Regulations 1996, as management has not updated the asset management plan and long term financial plan.
- (iii) All required information and explanations were obtained by me.
- (iv) All audit procedures were satisfactorily completed.
- (v) In my opinion, the Asset Consumption Ratio and the Asset Renewal Funding Ratio included in the financial report were supported by verifiable information and reasonable assumptions.

Other matter

The financial ratios for 2019 and 2020 in Note 34 of the financial report were audited by another auditor when performing their audit of the Shire for the years ending 30 June 2019 and 30 June 2020. The auditor expressed an unmodified opinion on the financial report for those years.

Other information

The other information is the information in the entity's annual report for the year ended 30 June 2021, but not the financial report and my auditor's report. The CEO is responsible for the preparation and the Council for overseeing the other information.

My opinion does not cover the other information and, accordingly, I do not express any form of assurance conclusion thereon.

Matters relating to the electronic publication of the audited financial report

This auditor's report relates to the financial report of the Shire of Gingin for the year ended 30 June 2021 included on the Shire's website. The Shire's management is responsible for the integrity of the Shire's website. This audit does not provide assurance on the integrity of the Shire's website. The auditor's report refers only to the financial report described above. It does not provide an opinion on any other information which may have been hyperlinked to/from this financial report. If users of the financial report are concerned with the inherent risks arising from publication on a website, they are advised to refer to the hard copy of the audited financial report to confirm the information contained in this website version of the financial report.

Grant Robinson
Assistant Auditor General Financial Audit
Delegate of the Auditor General for Western Australia
Perth, Western Australia
29 June 2022



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11.7 DETERMINATION OF DATE FOR 2021/22 ANNUAL GENERAL MEETING OF ELECTORS

File	COR/31
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider setting a date for the 2021/22 Annual General Meeting (AGM) of Electors.

BACKGROUND

Section 5.27 of the *Local Government Act 1995* (the Act) requires each local government to conduct a general meeting of electors of the district once in each financial year. Regulation 15 of the *Local Government (Administration) Regulations 1996* specifies that the matters to be discussed at a general electors' meeting are firstly the contents of the annual report for the previous financial year, and then any other general business.

COMMENT

The Act imposes a number of time-sensitive requirements on local governments with respect to the acceptance of the Annual Report and the subsequent holding of an AGM.

The Annual Report cannot be adopted by Council before it has received the audited Financial Statements and Auditor's Report, but must be adopted prior to the AGM being held. The meeting cannot be held more than 56 days after acceptance by Council of the Annual Report, and a minimum of 14 days' public notice of the meeting date must be given prior to the meeting taking place.

Receipt of the Financial Statements and Auditor's Report for the 2020/21 financial year and adoption of the 2020/21 Annual Report are addressed in separate reports for consideration at this meeting.

On the assumption that the Annual Report is adopted by Council (either as presented or with minor modification), it is proposed that the Annual General Meeting of Electors of the Shire of Gingin for the 2021/22 financial year be held on Tuesday, 6 September 2022 at 5.00pm in Council Chambers following the Briefing Session already scheduled for that date.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Division 5 – Annual reports and planning

Subdivision 4 – Electors’ meetings

Section 5.27 – Electors’ general meetings

Section 5.29 – Convening electors’ meetings

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - SIMPLE MAJORITY

SUBSTANTIVE MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Johnson

That Council agree to conduct the Shire of Gingin’s Annual General Meeting of Electors for the 2021/22 financial year at 5.00pm on 6 September 2022 in the Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin.

AMENDMENT MOTION

MOVED: Councillor Kestel **SECONDED:** Councillor Johnson

That the motion be amended to change the venue for the 2020/21 Annual General Meeting of Electors to Lancelin.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The substantive motion was amended in accordance with the amendment motion and was put to the vote.

COUNCIL RESOLUTION

MOVED: Councillor Kestel **SECONDED:** Councillor Johnson

That Council agree to conduct the Shire of Gingin's Annual General Meeting of Electors for the 2021/22 financial year at 5.00pm on 6 September 2022 in Lancelin.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

Reason for Amendment

Council was of the view that the Annual General Meeting of Electors should be held in venues throughout the Shire.

11.8 RESTRICTED BURNING PERIOD

File	EMS/45
Author	Phil Barrett – Chief Bush Fire Control Officer/Community Emergency Services Manager
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the Bush Fire Advisory Committee's recommendation to make an application to the Minister for Emergency Services to amend the end date for the Shire of Gingin Restricted Burning Period from 31 May to 15 May of each calendar year.

BACKGROUND

The Shire of Gingin Restricted Burning Period commences on 1 March of each calendar year and is in force until 31 May. Over the past five years, the Bush Fire Advisory Committee Executive has, in accordance with the *Bushfires Act 1954*, shortened the restricted period by up to two weeks due to favourable weather conditions.

These changes take place solely due to the assessed reduction in risk due to reduction in temperatures, increased rainfall, soil moisture level and fuel moisture within the Shire. This appears to be an ongoing trend in what seems to be a shift in seasonal climatic conditions and can lead to an unnecessary impost on volunteer Fire Control Officers and the public to obtain permits to burn during proven safe conditions.

COMMENT

Shortening of the restricted period will allow landowners to carry out more effective fire mitigation activities whilst conditions are favourable to achieve a more desirable outcome.

Furthermore, in the event that weather conditions remain dry and warm, there is the ability to extend the restricted period in 14-day blocks if required.

STATUTORY/LOCAL LAW IMPLICATIONS

Bush Fires Act 1954

s.18 Restricted Burning Times May Be Altered by Minister

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.1 Community Safety & Support - Provide support and advocacy to residents and visitors so that they feel safe and secure at home and in the environment

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Vis

That Council agree to make application to the Minister for Emergency Services to amend the end date for the Shire of Gingin Restricted Burning Period from 31 May to 15 May of each calendar year.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

11.9 VACANT ELECTED MEMBER POSITION

File	GOV/8
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider allowing the position previously held by former Councillor Jan Court to remain vacant until the next ordinary local government elections in October 2023.

BACKGROUND

Councillor Court resigned from her position as an Elected Member for the Shire of Gingin effective from 17 May 2022.

Under the *Local Government Act 1995* (the Act) a council may allow a vacant elected member position to remain unfilled until the next ordinary local government election in accordance with the following:

2.32 How extraordinary vacancies occur in offices elected by electors

The office of a member of a council as an elector mayor or president or as a councillor becomes vacant if the member –

(b) resigns;

4.6 Election day for ordinary elections

Any poll needed for an ordinary election is to be held on the day on which the previous term of office referred to in section 4.4(1) ends.

4.17 Cases in which vacant offices can remain unfilled

(3) If a councillor's office becomes vacant under section 2.32 and under subsection (4A) this subsection applies, the council may, with the approval of the Electoral Commissioner, allow the vacancy to remain unfilled and, subject to subsection (4), in that case, the term of the member who held the office is to be regarded in section 4.6 as ending on the day on which it would have ended if the vacancy had not occurred.

(4A) Subsection (3) applies –

(a) if –

(i) the office is for a district that has no wards; and

(ii) at least 80% of the number of offices of member of the council in the district are still filled;

(4) If an ordinary or an extraordinary election is to be held in a district then an election to fill any vacancy in the office of councillor in that district that was allowed to remain unfilled under subsection (3) is to be held on the same election day and Division 9 applies to those elections as if they were one election to fill all the offices of councillor for the district or ward that need to be filled.

COMMENT

Based on the above requirements of the Act, Council may choose to allow the position to remain vacant until the next ordinary local government elections in October 2023. The Electoral Commissioner has already provided approval for this in the event that it is Council's preferred option.

Alternatively, Council can elect to conduct an extraordinary election to fill the position. It should be borne in mind, however, that Councillors for the Shire of Gingin are elected by the electors of the whole Shire (or District) as opposed to a single Ward. Therefore, the cost of conducting an extraordinary election for a single position is expected to be similar to that of conducting an election for multiple positions. The cost of conducting the 2021 ordinary local government election (for four positions) as a postal election by the Western Australian Electoral Commission (WAEC) was \$26,448.

In the event that Council wishes to conduct an extraordinary election as a postal election then the Electoral Commissioner will need to provide both consent to conduct the election and a quote prior to Council making a final decision.

Under s.4.9 Election day for extraordinary election subsection 4.9(3), the CEO will also need to request the Electoral Commissioner to fix a date for the election.

STATUTORY/LOCAL LAW IMPLICATIONS

As detailed in the Background of the report.

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

In the event that Council wishes to conduct an extraordinary election to fill the vacancy created by the resignation of Councillor Jan Court, then the cost of conducting the election will need to be accommodated in the 2022/23 budget.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council agree to allow the elected member vacancy created by the resignation of Councillor Jan Court to remain unfilled until the ordinary local government elections to be held in October 2023.

**CARRIED BY ABSOLUTE MAJORITY
5 / 1**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel and Councillor Vis*

AGAINST: *Councillor Peczka*

12 REPORTS - CORPORATE AND COMMUNITY SERVICES

12.1 DIFFERENTIAL RATING 2022/23

File	RAV/1, FIN/46-222023
Author	Bethwyn Innes - Executive Assistant to EMCCS
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	1. Statement of Objects and Reasons for Differential Rates 2022-23 [12.1.1 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider and adopt the Shire of Gingin's differential rating options for the 2022/23 financial year.

BACKGROUND

Local governments are empowered to impose differential general rates subject to compliance with Section 6.33 of the *Local Government Act 1995*.

The Shire of Gingin first introduced differential rating in the 2011/12 financial year and has continued to use this method of rating in each subsequent year.

Differential rating provides Council with flexibility in the level of rates being raised from specifically identified properties or groups of properties within the community. It is common for Councils to base differential rating for properties on Local Planning Scheme zonings, however other criteria such as land use may be used. Differential rating in the Shire of Gingin has, to date, been based on land use since 2011/12.

Council is required to give local public notice prior to imposing any differential general rates, or any minimum payment applying to a differential rate category, for a minimum of 21 days. Council does, however, have the discretion to vary the rate in the dollar and minimum rate during its budget deliberations without having to re-advertise the changes.

Before local public notice is given, proposed rates should be determined by Council, along with the objects and reasons providing justification for each differential general rate or minimum payment. It is important that these provide sufficient supporting information to electors and ratepayers, otherwise the local government may be asked to readvertise by the Minister for Local Government (the Minister).

The following table depicts the differential rates set for the previous (2021/22) financial year:

DIFFERENTIAL RATES 2021/22			
Differential Rate Category	UV Rate in Dollar	Minimum Rate	Income
UV - Rural & Other (including exploration and prospecting tenements)	\$0.005119	\$1,470	\$2,057,252
UV - Rural Intensive /Mining (excluding exploration and prospecting tenements)	\$0.007614	\$2,675	\$889,924
Differential Total Revenue			\$2,947,175

COMMENT

Officers have prepared the following rating scenario for Council's consideration:

PROPOSED DIFFERENTIAL RATES 2022/23			
Differential Rate Category	UV Rate in Dollar	Minimum Rate	Income
Rural & Other – UV (including exploration and mining tenements)	\$0.005441	\$1,350	\$2,201,614
Rural Intensive/Mining – UV (excluding exploration and prospecting tenements)	\$0.008264	\$2,300	\$952,154
Differential Total Revenue			\$3,153,768

The attached Statement of Objects and Reasons for Differential Rates (**Appendix 12.2.1**) reflects the intent of Council's Rating Strategy which was reviewed and adopted at Council's ordinary Council meeting held on 17 May 2022. A review of the Rating Strategy was undertaken following removal of the concession provided to some UV Intensive/Mining properties last year, and as directed by Council, the Rating Strategy was advertised for a period of 21 days with submissions reviewed by Council at its Briefing Session held on 5 July 2022.

In addition to notifying residents and ratepayers of the Rating Strategy through the website, Facebook, public notice boards and the local newspapers, letters were sent to each of the owners of the 1,060 rural properties within the Shire.

Thirteen written submissions were received, two of which did not relate specifically to the Rating Strategy.

For the purpose of Budget discussions, the 2022/23 draft Budget rates modelling has been calculated using the General Valuation 2021/22 for rural assessments (UV) provided by Landgate Valuation Services. The total valuation of \$482,131,165 has a valuation date of 1 August 2021, is effective from 30 June 2022, and represents an average overall increase of 7.96%

A general valuation of all non-rural properties (GRV) has also been undertaken by Landgate Valuation Services resulting in a 12.58% increase to \$62,674,941.

In line with Council practice, the “Rate in the Dollar” for UV - Rural and Other (including exploration and prospecting tenements) and UV Rural Intensive/Mining (excluding exploration and prospecting tenements) properties has been factored back to negate the impact of the increase as a result of the 2021/22 general valuation.

The minimums for the UV Rural and UV Intensive categories have been reduced to \$1,350 and \$2,300 respectively to ensure the number of minimum rated properties within each rating category are maintained under 50% as required under the *Local Government Act 1995*.

While not required to be advertised as there is only one uniform General Rate used for GRV properties, the rate in the dollar for GRV properties has also been factored back to account for the 2021/22 GRV general revaluation.

With CPI within Western Australia currently at 7.6%, and no foreseeable prospect of a reduction in the coming year, both UV and GRV rates in the dollar have been adjusted to achieve an overall increase in rate revenue of 7% (\$622,043) to fund current levels of operational and asset renewal.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 – Financial management

Division 6 – Rates and service charges

Section 6.33 – Differential general rates

Section 6.36 – Local government to give notice of certain rates

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Local public notice of the proposed differential rates is required. It is anticipated the advertising costs will amount to approximately \$1,000 which will be funded from the existing advertising budget.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Johnson

That Council:

1. Adopt the following Differential Rates in the dollar and minimum payments for Unimproved Value rated properties, subject to finalisation of the 2022/23 draft Budget and the establishment of the funding shortfall required from imposition of rates on Unimproved Value rated properties:

PROPOSED DIFFERENTIAL RATES 2022/23			
Differential Rate Category	UV Rate in Dollar	Minimum Rate	Income
UV - Rural & Other	\$0.005441	\$1,350	\$2,201,614
UV - Rural Intensive/Mining	\$0.008264	\$2,300	\$952,154
Differential Total Revenue			\$3,153,768

2. In accordance with Section 6.36 of the *Local Government Act 1995*, advertise its intention to levy differential rates on Unimproved Value properties for the 2022/23 Budget, and advise the public of the availability of the Shire of Gingin's 2022/23 Differential Rating Objects and Reasons.

CARRIED
5 / 1

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Peczka and Councillor Vis*

AGAINST: *Councillor Kestel*



SHIRE OF GINGIN

Statement of Objects and Reasons for Differential Rates 2022/23

Introduction

For the purpose of determining rates each year, property valuations have been the standard basis for the calculation of rates, not only in Australia, but for many overseas countries as well. However, it is recognised that valuations alone do not always produce equitable results in all communities and therefore the *Local Government Act 1995* provides several options, such as differential and specified area rates, to assist in achieving the desired rating outcome.

The purpose of levying rates is to meet the Council's budget requirements each year in a manner that is deemed to be fair and equitable to the ratepayers of the community.

Methods of Rating - Gross Rental Valuations and Unimproved Valuations

The *Local Government Act 1995* specifies that where land is used predominantly for rural purposes, the rate levied shall be based upon its unimproved value (UV); and where land is used predominantly for non-rural purposes, the rate levied shall be on its gross rental value (GRV). A change in valuation methodology for a property must be made by the Council to the Department of Local Government, Sports, and Cultural Industries. The Minister for Local Government must then approve a change of valuation methodology for a property, based on the recommendation by the Department.

In accordance with the *Local Government Act 1995* the Shire of Gingin uses a combination of Gross Rental Valuations (GRV) and Unimproved Valuations (UV) in the calculation of annual rates. Properties assigned a UV are revalued every year with properties assigned a GRV being revalued every six years by the Valuer General (Landgate).

Interim valuations are issued to Council by Landgate for properties where changes have occurred as a result of subdivisions, building construction/demolition, additions and/or property rezoning. In such instances Council must amend the rates for the properties concerned and issue an amended rate notice to the property owner.

Applicable Valuations

The valuations to be applied this coming year for UV properties, by comparison to last year, are shown below:

Category	Valuation Type	Current	Future	Count	Variance	% Change
Rural and Other - UV	UV	351,943,184	378,245,728	841	26,302,544	7.47%
Rural Intensive/ Mining - UV	UV	94,650,050	103,885,437	248	9,235,387	9.75%
Total UV		446,593,234	482,131,165	1,089	35,537,931	7.96%

Differential Rating

Differential rating allows Council flexibility in the level of rates being raised from specifically identified properties or groups of properties within the community. It is common for Councils to base differential rating for properties on Town Planning Scheme zonings however other criteria such as land use may be used.

The aim of the Shire of Gingin is to ensure that rate revenue is collected on an equitable basis from all properties. For this reason the Council has proposed to adopt differential rates for the 2022/23 financial year.

Section 6.33 of the *Local Government Act 1995* makes provision for the Shire to be able to levy differentials based on a number of criteria;

- (1) *A local government may impose differential general rates according to any, or a combination, of the following characteristics —*
 - (a) *the purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the Planning and Development Act 2005; or*
 - (b) *a purpose for which the land is held or used as determined by the local government; or*
 - (c) *whether or not the land is vacant land; or*
 - (d) *any other characteristic or combination of characteristics prescribed.*

Section 6.33 of the *Local Government Act 1995* also permits Council to levy differentials such that the highest is not more than twice the lowest differential. A greater difference in differentials may be used, which requires Ministerial approval.

The Shire intends to establish the following differential rate categories for the 2022/23 financial year:

- UV - Rural and Other (including exploration and prospecting tenements)
- Minimum payment in respect to UV - Rural and Other
- UV - Rural Intensive/Mining
- Minimum payment in respect to UV - Rural Intensive/Mining

A uniform rate in the dollar will be applied to GRV rated land.

Minimum Payments

Section 6.35 of the *Local Government Act 1995* makes provision for the Shire to be able to set a minimum payment in relation to rateable land. This is set out below:

6.35 Minimum payment

- (1) *Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.*

- (2) *A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.*
- (3) *In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —*
- (a) *50% of the total number of separately rated properties in the district; or*
 - (b) *50% of the number of properties in each category referred to in subsection (6),*
- on which a minimum payment is imposed.*
- (4) *A minimum payment is not to be imposed on more than the prescribed percentage (50%) of —*
- (a) *the number of separately rated properties in the district; or*
 - (b) *the number of properties in each category referred to in subsection (6),*
- unless the general minimum does not exceed the prescribed amount (\$200).*
- (5) *If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.*
- (6) *For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —*
- (a) *to land rated on gross rental value; and*
 - (b) *to land rated on unimproved value; and*
 - (c) *to each differential rating category where a differential general rate is imposed.*

Overall Objective

The rates in the dollar (\$) for the various differential rates are calculated to provide the shortfall in revenue required to make up the budget deficiency to enable the Shire to provide the level and range of works and services required in the 2022/23 financial year after taking into account all non-rate sources of revenue.

Purpose: UV - Rural and Rural Other (including exploration and prospecting tenements)

The objective of this differential rate category is to impose a differential general rate on land held or used for the purposes of rural broad acre farming, rural residential, rural industry, and other non-intensive uses.

Purpose: UV - Rural Intensive/Mining

The objective of this differential rate category is to impose a differential general rate on land held or used for the purposes of the following land uses defined within the Shire of Gingin local Planning Scheme —

- Agriculture Intensive
- Animal Husbandry – Intensive
- Aquaculture
- Industry – extractive
- Industry – mining

Objects and Reasons

- UV - Rural and Rural Other**

The reason for this rate is to reflect the lower impact on transport infrastructure and monitoring of land use/environmental impacts compared to the Rural Intensive/Mining – UV category. It also ensures that all ratepayers make a reasonable contribution towards the ongoing maintenance and service provision of works, services, and facilities throughout the Shire.

Proposed Rate in \$: 0.005441

- Minimum payment in respect to UV - Rural and Other**

The object of the proposed minimum payment of \$1,350 is to ensure that the proportion of total rate revenue derived from Rural and Rural Other UV properties is consistent with the overall rate increase for this category. This rate is considered to be the base minimum rate by which all other UV rated properties are assessed.

It also recognises that every property receives some minimum level of benefit of works and services provided.

- Rural Intensive/Mining – UV**

The reason for this differential rate is to reflect the higher impact on transport infrastructure and monitoring of land use/environmental impacts compared to Rural and Other – UV properties, and the capacity to pass on the rates charge as a business cost. It also ensures that all ratepayers make a reasonable contribution towards the ongoing maintenance and service provision of works, services, and facilities throughout the Shire.

Proposed Rate in \$: 0.008264

- Minimum payment in respect to Rural Intensive/Mining – UV**

The object of this minimum payment is to reflect the additional costs from this sector associated with the higher impact on transport infrastructure and environmental monitoring. The minimum rate of \$2,300 also ensures that the proportion of total rate revenue derived from Rural Intensive/Mining UV properties is essentially consistent with the overall rate increase for this category and recognises that every property receives some minimum level of benefit of works and services provided.

A summary of the differential rates to be used for the 2022/23 rating period are as follows:

Differential Rate Category	UV Rate in \$	Minimum Rate	Income
Rural & Other - UV	\$0.005441	\$1,350	\$2,201,614
Rural Intensive/Mining - UV	\$0.008264	\$2,300	\$952,154

In Summary

In arriving at the proposed differential rates in the dollar the Council has attempted to balance the need for revenue to fund essential services and facilities with the desire to limit any increase on the ratepayer to affordable levels.

Submissions addressed to the Chief Executive Officer, Shire of Gingin by electors or ratepayers in respect of the Intention to Levy Differential Rates may be made to Council within twenty one (21) days of this notice and close 4pm on Wednesday, 10th August 2022.

12.2 RE-ESTABLISHMENT OF UPPER COASTAL SPORTING FACILITIES WORKING GROUP

File	REC/13
Author	Bethwyn Innes - Executive Assistant to EMCCS
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	NIL
Appendices	1. Terms of Reference - Upper Coastal Sporting Facilities Working Group [12.2.1 - 3 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider re-establishing the Upper Coastal Sporting Facilities Working Group for the purpose of undertaking a review of priorities within the Upper Coastal Sporting Facilities Master Plan.

BACKGROUND

At the 21 June 2022 Ordinary Council Meeting, Council considered a Motion of Which Previous Notice Has Been Given submitted by Councillor Peczka in relation to the re-establishment of the Upper Coastal Sporting Facilities Working Group (UCSFWG) in order to undertake a review of the Upper Coastal Sporting Facilities Master Plan.

After considering the motion, Council resolved to:

- 1. Request a draft Terms of Reference be submitted for Council's consideration and adoption at its July 2022 Ordinary Council Meeting;*
- 2. Clarify within the Terms of Reference that the purpose of the Working Group is to review the timing of and funding opportunities of the existing priorities identified within the Upper Coastal Sporting Facilities Master Plan 2021;*
- 3. Ensure that the Upper Coastal Master Plan 2021 core priorities of Long Term Sustainability and Non-Duplication of Assets is adhered to in accordance with the strategic direction of Council; and*
- 4. Within the drafted Terms of Reference, presented to the July 2022 Ordinary Council Meeting, note that the Working Group be re-established no later than five years after adoption of the Upper Coastal Sporting Facilities Master Plan to assess progress of implementation of the existing plan priorities and undertake the review of the identified priorities timing.*

COMMENT

The draft Terms of Reference is provided as **Appendix 12.3.1** for Council's consideration. The Role/Purpose and Aims and Functions have been updated to reflect Council's resolution. The Membership has also been amended to include representatives from each of the member sporting groups to the Lancelin Sporting Complex and Ledge Point Country Club, together with representatives from the Ocean Farm and Seaview Park communities.

While not detailed within the Terms of Reference, in addressing Council's 21 June 2022 resolution, it is recommended the UCSFWG be reformed in an appropriate timeframe to allow it to carry out its functions on or before October 2026 (5 years from adoption of the Master Plan).

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Policy 3.17 – Asset Management

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.8 Services & Facilities - Provide cost effective services and facilities which meet the needs of the community

VOTING REQUIREMENTS - SIMPLE MAJORITY

SUBSTANTIVE MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson **SECONDED:** Councillor Vis

Councillor Peczka foreshadowed an alternative motion to adopt the previous Terms of Reference should the motion under debate be lost.

That Council agree:

1. To re-establish the Upper Coastal Sporting Facilities Working Group and adopt the Terms of Reference as shown at Appendix 12.2.1
2. That the Working Group will be re-established in sufficient time to allow for the following to be completed by October 2026 (five years from the initial adoption of the Upper Coastal Sporting Facilities Master Plan):
 - a. an assessment of the progress of implementation of the Upper Coastal Sporting Facilities Master Plan priorities; and
 - b. a review of the timing and funding opportunities for those priorities.

FIRST AMENDMENT MOTION

MOVED: Councillor Fewster **SECONDED:** Councillor Johnson

That Council replace Part 1 of the Officer's Recommendation with the following:

1. To adopt the Terms of Reference as shown at Appendix 12.2.1 subject to the Terms of Reference being amended in the Membership section by deleting reference to representation from the Ocean Farm Community and the Seaview Park Community.

SECOND AMENDMENT MOTION

MOVED: Councillor Peczka **SECONDED:** Councillor Johnson

That the first amendment motion moved by Councillor Fewster and seconded by Councillor Johnson be amended by adding the words "and including reference to representation from the Lancelin Community Sporting Complex and the Ledge Point Country Club".

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The first amendment motion was amended in accordance with the second amendment motion and was put to the vote.

AMENDMENT MOTION

MOVED: Councillor Fewster **SECONDED:** Councillor Johnson

That Council replace Part 1 of the Officer's Recommendation with the following:

1. To adopt the terms of reference as shown at Appendix 12.2.1 subject to the Terms of Reference being amended in the Membership section by deleting reference to representation from the Ocean Farm Community and the Seaview Park Community and including reference to representation from the Lancelin Community Sporting Complex and the Ledge Point Country Club.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The substantive motion was amended in accordance with the amendment motion and was put to the vote.

COUNCIL RESOLUTION

MOVED: Councillor Johnson **SECONDED:** Councillor Vis

That Council agree:

1. To adopt the terms of reference as shown at Appendix 12.2.1 subject to the Terms of Reference being amended in the Membership section by deleting reference to representation from the Ocean Farm Community and the Seaview Park Community and including reference to representation from the Lancelin Community Sporting Complex and the Ledge Point Country Club.
2. That the Working Group will be re-established in sufficient time to allow for the following to be completed by October 2026 (five years from the initial adoption of the Upper Coastal Sporting Facilities Master Plan):
 - a. an assessment of the progress of implementation of the Upper Coastal Sporting Facilities Master Plan priorities; and
 - b. a review of the timing and funding opportunities for those priorities.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

Reason for Amendment:

To:

1. Clarify re-establishment, including timing, of the UCSFWG is dealt with in Point 2; and
2. Reflect the intent that membership of the UCSFWG comprise representatives of each of the sporting clubs using the Lancelin Community Sporting Complex and Ledge Point Country Club, irrespective of community in which they reside. This is consistent with non-inclusion of the Lancelin or Ledge Point Community Associations.



TERMS OF REFERENCE

UPPER COASTAL SPORTING FACILITIES WORKING GROUP

19 July 2022

Name:	Upper Coastal Sporting Facilities Working Group
Role/Purpose:	To review the timing of and funding opportunities of the existing priorities identified within the Upper Coastal Sporting Facilities Master Plan 2021.
Aims & Functions:	<ol style="list-style-type: none"> 1. Review the progress of implementation of the Upper Coastal Sporting Facilities Master Plan 2021 2. Ensure that the Upper Coastal Master Plan 2021 core priorities of Long-term Sustainability and Non-Duplication of Assets are adhered to in accordance with the strategic direction of Council.
Membership:	<ol style="list-style-type: none"> 1. The Working Group shall consist of the following representation: <ul style="list-style-type: none"> • three Councillors; • One representative from each of member sporting clubs of the Lancelin Community Sporting Complex; • One representative from each of the member sporting clubs of the Ledge Point Country Club; • one representative of the Ocean Farm community; and • one representative of the Seaview Park community. 2. The Shire's Coordinator Community Development and Services will attend all meetings to provide technical advice and guidance to the Working Group. Other officers may attend in an advisory capacity as required. 3. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate. 4. Working Group membership shall be appointed or terminated by decision of Council. 5. If a representative of a member body misses two or more consecutive meetings then their membership may be terminated by decision of Council. 6. Members may resign from the Working Group by submitting a written resignation to the CEO. 7. In the event that a member body representative resigns from the Working Group, or their membership is terminated, prior to the end of their term, then the relevant member body will be required to nominate a replacement representative. 8. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.

	<p>9. All members must commit to:</p> <ul style="list-style-type: none"> a) actively participating in and contributing to meetings in a constructive and objective manner; and b) reviewing any agenda or other material that may be provided prior to a meeting. <p>10. The Working Group has authority to second external individuals, on a voluntary basis, for their expert advice.</p>
Operating procedures:	<p>1. Presiding Member:</p> <ul style="list-style-type: none"> a) The members of the Working Group are to appoint a Councillor representative as Presiding Member at the first meeting of the Working Group, and thereafter at each first meeting following a Shire of Gingin local government election. b) The Presiding Member will preside at all meetings. c) In the absence of the Presiding Member another Councillor representative is to be appointed by the Working Group members present to lead the meeting. d) The Presiding Member is responsible for the proper conduct of the Working Group. <p>2. Meetings:</p> <ul style="list-style-type: none"> a) The Working Group shall meet as required. b) Working Group members will be given at least 72 hours' notice of a proposed meeting where possible. However, if convenient and necessary, impromptu meetings may be held on occasions when all Working Group members are able to attend. c) The Presiding Member shall ensure that notes of all meetings are kept and that Working Group members are provided with a copy of such notes. <p>3. Quorum:</p> <p>The quorum for a meeting shall be at least 50% of the number of endorsed members.</p> <p>4. Reporting:</p> <p>Any Working Group consensus requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the agenda for the next ordinary Council meeting.</p>
Appointing legislation:	N/A
Delegated Authority:	The Working Group has no delegated power and has no authority to implement its recommendations without approval of Council, or to direct staff to expend funds or undertake any action or duties.

Version	Decision Reference	Synopsis
1.	16/10/2018 – Item 11.1.1	Adopted
2.	16/04/2019 – Item 11.1.1	Working Group name changed to Upper Coastal Sporting Facilities Working Group
3.	19/07/2022 – Item 15.1.1	Amended Terms of Reference to provide clarity on the role and purpose of the Upper Coastal Sporting Facilities Working Group and provide a timeframe for it to undertake its functions.

12.3 LIST OF PAID ACCOUNTS JUNE 2022

File	FIN/25
Author	Tania Ladner – Finance Support Officer
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in June 2022.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise the power to make payments from the Municipal Fund (Delegation 2.15 Payments from the Municipal or Trust Funds). The CEO is required to present a list to Council of those payments made since the last list was submitted.

COMMENT

Accounts totalling \$2,971,190.22 were paid during the month of June 2022.

A detailed payment schedule has been provided to Councillors and can be made available to the public for viewing at the Shire's Gingin Administration Centre and Lancelin Office upon request. The schedule covers:

- | | |
|---|----------------|
| • Municipal Fund electronic funds transfers (EFT) | \$2,367,769.14 |
| • Municipal Fund cheques | \$23,161.94 |
| • Municipal Fund direct debits | \$580,259.14 |

Total Municipal Expenditure	\$2,971,190.22
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Total Trust Fund Expenditure	\$0
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Total Expenditure	\$2,971,190.22
--------------------------	-----------------------

All invoices have been verified, and all payments have been duly authorised in accordance with Council's procedures.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
s.6.4 – Financial Report

Local Government (Financial Management) Regulations 1996
Reg. 13 – Payments from municipal fund or trust by CEO

Shire of Gingin Delegation Register – Delegation 2.1 Payment of Creditors

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.4 Strategic & Sustainable Financial Planning - Undertake long-term resource planning and allocation in accordance with the Integrated Planning and Reporting Framework

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Kestel

That Council note all payments made by the Chief Executive Officer under Delegation 2.15 for June 2022 totalling \$2,971,190.22 as detailed in the schedule provided to Councillors comprising:

• Municipal Fund electronic funds transfers (EFT)	\$2,367,769.14
• Municipal Fund cheques	\$23,161.94
• Municipal Fund direct debits	\$580,259.14
• Trust Fund	\$0

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

12.4 MONTHLY FINANCIAL REPORTS FOR PERIOD ENDING 30 JUNE 2022

File	FIN/25
Author	Karina Leonhardt - Coordinator Corporate Services
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	1. Monthly Financial Report for period ending 30 June 2022 [12.4.1 - 13 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To present for Council endorsement the Monthly Statements of Financial Activity for the period ending 30 June 2022.

BACKGROUND

The Financial Statements are presented to Council in accordance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*.

COMMENT

The Financial Statements for the month ending 30 June 2022 present the financial performance of the Shire for the 2021/22 financial year and compare year to date expenditure and revenue against the corresponding year-to-date budget.

A break-up of the **\$4,035,312** variance is summarised across operations, investing and financing below with a detailed explanation of variations within each area contained within **Appendix 12.4.1**.

Under budget

Operating Fund Surplus / Deficit	\$0
Operating Expenditure	\$1,885,640
Investing Activities – Revenue	\$(2,473,817)
Investing Activities – Expenditure	\$3,992,734
Financing Activities – Revenue	\$(860,155)
Financing Activities – Expenditure	\$158,308

Over Budget

Operating Revenue **\$1,332,602**

It should be noted that the June 2021/22 monthly financial report is an unaudited version of the year end position and further end of year processes will impact the final financial statements.

Investments

As required by Council Policy 3.2 - at this time, there are no investments to report on.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 – Financial Management

Division 3 – Reporting on activities and finance

Section 6.4 – Financial Report

Local Government (Financial Management) Regulations 1996

Part 4 – Financial Reports

Reg 34 – Financial activity statement required each month

Shire of Gingin Delegation Register – Delegation 2.4 Investing Money Not Required for the Time Being

POLICY IMPLICATIONS

Policy 3.2 – Investments

A monthly report will be provided to Council detailing the investments portfolio in terms of performance, percentage exposure, maturity date and changes in market value.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Balcombe

That Council endorse the Statements of Financial Activity for the period ending 30 June 2022.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*



MONTHLY FINANCIAL REPORT

(Containing the Statement of Financial Activity)

FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATION 1996

Table of Contents

Key Information	1
Statement of Financial Activity by Program	2-3
Statement of Financial Activity by Nature & Type	4
Acquisition of Assets & Other Non-Capital Expenditure	5
Disposal of Assets	6
Information on Borrowings	7
Cash-Backed Reserves	8
Net Current Assets	9
Rating Information	10
Trust Funds	11
Budget Amendments	12



Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Key Information

Report Purpose:

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34.

Items of Significance:

The material variance adopted by the Shire of Gingin for the 2021/22 year is \$20,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure.

Note: The Statements are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Prepared by: Karina Leonhardt
Reviewed by: Ziggy Edwards
Date Prepared: 13/07/2022

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 12.4.1



Shire of Gingin Statement of Financial Activity FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Statement of Financial Activity by Program

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
OPENING FUNDING SURPLUS (DEFICIT)	1,944,534	1,944,534	1,944,534	-	(0%)	
Revenue from operating activities						
General Purpose Funding	1,191,104	1,185,907	2,642,171	1,456,264	123%	Advanced payment of 2022-23 Financial Assistance Grants \$718,722 general grant and \$832,256 roads grant; Lower than expected penalty interest received and reimbursed debt collection costs.
General Purpose Funding - Rates	8,876,855	8,882,052	8,889,160	7,108	0%	No comment required.
Governance	5,145	5,145	1,214	(3,931)	(76%)	Lower than expected legal cost reimbursements received; Senior's week grant application of \$1,000 did not go ahead.
Law, Order, Public Safety	1,219,175	1,219,175	1,093,378	(125,797)	(10%)	BRMO Position change of contract; timing of reimbursements for CESM position; lower than expected fines and penalties; offset by Ledge Point Offroad Vehicle Area grant received (portion expected to be carried forward to 2022/2023 through contract liability).
Health	60,479	60,479	64,513	4,034	7%	No comment required.
Education and Welfare	9,500	9,500	8,127	(1,373)	(14%)	Timing of community bus bookings.
Housing	118,384	118,384	115,040	(3,344)	(3%)	No comment required.
Community Amenities	1,949,807	1,949,807	1,866,680	(83,127)	(4%)	1st payment of CMPAP funding received for Coastal Management Strategy transferred to contract liability as per AASB15 until spent; other coastal/environmental grants not yet received;
Recreation and Culture	127,402	127,402	139,338	11,936	9%	Unbudgeted grants received for Lancelin Library School Holiday Program - Augmented Reality; Contribution from GOAS working group for GOAS project excess funds - transferred to Reserve; higher than expected aquatic centre income.
Transport	427,814	427,814	409,927	(17,887)	(4%)	No comment required.
Economic Services	1,726,698	1,726,698	1,757,992	31,294	2%	Higher than expected standpipe and sale yard use income; higher than expected building fees and charges income;
Other Property and Services	181,054	181,054	248,991	67,937	38%	Worker's compensation payments received; higher than expected reimbursements.
	15,893,417	15,893,417	17,236,531	1,343,114	8%	
Expenditure from operating activities						
Governance	(2,253,494)	(2,253,494)	(2,095,310)	158,184	(7%)	Audit fees still yet to be recognised - upon advice from the auditors/OAG we expect the audit fees to be lower than the revised budget; timing of subscriptions and memberships; lower than expected civic functions and refreshments; timing of payments for members fees.
General Purpose Funding	(502,758)	(502,759)	(492,578)	10,181	(2%)	No comment required.
Law, Order, Public Safety	(2,145,797)	(2,145,798)	(1,589,350)	556,448	(26%)	Depreciation not yet processed for 21/22; timing of: fire related expenditure including maintenance to fire vehicles; and maintenance to ranger vehicles.; lower than expected animal pound maintenance and operations.
Health	(524,606)	(524,606)	(445,705)	78,901	(15%)	Depreciation not yet processed for 21/22; timing of: building maintenance and operations for Medical Centre; and pest control programs
Education and Welfare	(197,263)	(197,263)	(109,403)	87,860	(45%)	Depreciation not yet processed for 21/22; timing of: maintenance to bus shelters; community engagement activities; and maintenance to seniors' amenities.
Housing	(114,555)	(114,554)	(58,502)	56,053	(49%)	Depreciation not yet processed for 21/22; timing of maintenance and operational costs for staff housing.
Community Amenities	(3,076,222)	(3,076,222)	(2,088,550)	987,672	(32%)	Depreciation not yet processed for 21/22; cemetery maintenance and operations, general tip maintenance and maintenance of vehicles 3GG and 4GG - timing; Coastal risk management plan, coastal monitoring activities and local planning strategy review may require carryover to 22/23 to finalise these projects; payments for waste collection and disposal charges still pending recognition in 21/22 ; lower than budgeted engagement of consultants; employee cost reallocation required from health still required; variance offset by higher than budgeted expenditure for stormwater drainage maintenance.
Recreation & Culture	(3,851,659)	(3,851,651)	(1,784,770)	2,066,880	(54%)	Depreciation not yet processed for 21/22; timing of: recreation facilities building maintenance/operations; beaches and foreshore operations; payments for community grants scheme.
Transport	(3,578,861)	(3,579,062)	(1,661,296)	1,917,766	(54%)	Depreciation not yet processed for 21/22; offset by road maintenance overspend.
Economic Services	(1,322,567)	(1,322,567)	(1,319,206)	3,361	(0%)	No comment required.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 12.4.1



Shire of Gingin Statement of Financial Activity FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Statement of Financial Activity by Program

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
Other Property and Services						Depreciation not yet processed for 21/22; timing of: savings in advertising and promotions; timing of administration building maintenance and operations; lower than expected use of consultants and staff training and development; timing of vehicle maintenance to OGG, 2GG and 6GG and PWO vehicles 5GG, GG020, GG049, GG050 and GG046; bulk fuel payments still to be distributed to other programs;
	(1,978,224)	(1,978,231)	(1,099,647)	878,584	(44%)	
	(19,546,007)	(19,546,208)	(12,744,318)	6,801,890	(35%)	
Operating activities excluded from budget						
(Profit)/Loss on Asset Disposals	-	-	-	-	0%	
Depreciation on Assets	4,922,951	4,948,601	32,351	(4,916,250)	(99%)	Depreciation not yet processed for 21/22 due to delay in audit sign off - processes to be completed imminently to balance asset register.
Non cash Adjustment	-	-	(10,512)	(10,512)	0%	EOFY movement of deferred pensioners rates from current to non-current
Amount attributable to operating activities	1,270,361	1,295,810	4,514,053	3,218,243	248%	
Investing Activities						
Non operating grants, subsidies & contributions	6,552,512	6,552,512	4,242,696	(2,309,816)	(35%)	Timing of recognition of LRCI funding and project completion; timing of recognition and payment of capital grants relating to the Gingin Colocation Facility(ICC); Grants relating to Lancelin Foreshore / Cunliffe Street Redevelopment delayed as project carried forward to 2022/23.
Purchase Land Held for Resale	-	-	-	-	0%	No comment required.
Purchase Land and Buildings	(2,758,664)	(2,758,664)	(2,414,357)	344,307	(12%)	Timing of capital purchases; Guilderton ablutions renewal project complete; Gingin Colocation ICC building project in progress with significant amount of works completed. Project completion due 2022/23.
Purchase Infrastructure Assets - Roads	(5,707,231)	(5,707,231)	(3,828,015)	1,879,216	(33%)	Savings in capital projects: KW Road, Cheriton Road, Cowalla Road and Gingin Brook Road. Variation or delay in capital projects: Nabaroo Road, Mullins Way and Mimegarra Road.
Purchase Infrastructure Assets - Parks	(748,453)	(748,453)	(133,040)	615,413	(82%)	Lancelin Foreshore/Cuncliff Street Redevelopment project delayed - carried forward to 2022/23.
Purchase Infrastructure Assets - Other	(61,200)	(61,200)	(1,500)	59,700	0%	Timing of capital purchases;
Purchase Infrastructure Assets - Footpaths	(391,000)	(391,000)	(21,727)	369,273	(94%)	Capital works for footpaths yet to be paid.
Purchase Infrastructure Assets - Sewerage	-	-	-	-	0%	No comment required.
Purchase Plant and Equipment	(724,825)	(724,825)	-	724,825	(100%)	Delay due to global supply-chain disruption.
Proceeds from Disposal of Assets	164,000	164,000	-	(164,000)	0%	Impacted by the global supply-chain disruption.
Self-Supporting Loan Principal Income	7,978	7,978	7,977	(1)	(0%)	No comment required.
	(3,666,883)	(3,666,883)	(2,147,966)	1,518,917	(41%)	
Financing Activities						
Repayment of Debentures	(259,386)	(259,386)	(259,387)	(1)	0%	No comment required.
Proceeds from New Debentures	250,000	(250,000)	-	250,000	0%	Cunliffe Street Foreshore project to be carried forward to 2022/23.
Proceeds from New Self-Supporting Loans	-	-	-	-	0%	No comment required.
Payment of Principal Portion of Lease Liabilities	(31,995)	(31,995)	(30,994)	1,001	(3%)	No comment required.
Transfers to Reserves - Cash Backed Reserves	(960,367)	(960,367)	(803,059)	157,308	(16%)	Some transfers yet to be completed.
Transfers from Reserves - Cash Backed Reserves	1,119,103	1,119,103	8,948	(1,110,155)	0%	Transfers yet to be completed; Transfer for purchase of ECO Lifestyle Home for \$477,400 to be carried forward as a budget allocation for 22/23 due works not yet started; Transfer for plant purchases of \$87,530 to be carried forward as a budget allocation for 22/23 due to delay in plant purchases in 21/22; other variations to the reserve transfers may occur and are subject to end of year processes.
	117,355	(382,645)	(1,084,492)	(701,847)	183%	
Net Current Assets Year to Date	(334,632)	(809,183)	3,226,129	4,035,312	(499%)	

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 12.4.1



Shire of Gingin Statement of Financial Activity FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Statement of Financial Activity by Nature & Type

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %
OPENING FUNDING SURPLUS (DEFICIT)	1,944,534	1,944,534	1,944,534	-	(0%)
Revenue from operating activities					
Rates	8,882,052	8,882,052	8,889,160	7,108	0%
Grants & Subsidies (Operating)	2,598,540	2,724,540	3,786,773	1,062,233	39%
Fees & Charges	3,986,385	3,986,385	3,961,555	(24,830)	(1%)
Interest Earnings	137,622	137,622	69,274	(68,348)	(50%)
Other Revenue	288,818	162,818	529,768	366,950	225%
Profit on Sale of Assets	-	-	-	-	0%
	15,893,417	15,893,417	17,236,531	1,343,114	8%
Expenditure from operating activities					
Employee On Costs	(6,551,713)	(6,551,713)	(5,732,977)	818,736	(12%)
Materials & Contracts	(6,433,759)	(6,433,760)	(5,632,694)	801,066	(12%)
Utilities (Gas, Water etc)	(439,131)	(439,131)	(460,839)	(21,708)	5%
Insurances	(480,098)	(480,298)	(368,772)	111,526	(23%)
Depreciation of Assets	(4,948,601)	(4,948,601)	(32,351)	4,916,250	(99%)
Interest Expenses	(106,464)	(106,464)	(103,079)	3,385	(3%)
Other Expenditure	(586,240)	(586,240)	(413,606)	172,634	(29%)
Loss on Sale of Assets	-	-	-	-	0%
	(19,546,007)	(19,546,208)	(12,744,318)	6,801,890	(35%)
Operating activities excluded from budget					
Adjust Profit/Loss on asset disposals	-	-	-	-	0%
Depreciation on Assets	4,922,951	4,948,601	32,351	(4,916,250)	(99%)
Non cash Adjustment	-	-	(10,512)	(10,512)	0%
Amount attributable to operating activities	1,270,361	1,295,810	4,514,053	3,218,243	248%
Investing Activities					
Non operating grants, subsidies & contributions	6,552,512	6,552,512	4,242,696	(2,309,816)	(35%)
Purchase Land Held for Resale	-	-	-	-	0%
Purchase Land and Buildings	(2,758,664)	(2,758,664)	(2,414,357)	344,307	(12%)
Purchase Infrastructure Assets - Roads	(5,707,231)	(5,707,231)	(3,828,015)	1,879,216	(33%)
Purchase Infrastructure Assets - Parks	(748,453)	(748,453)	(133,040)	615,413	(82%)
Purchase Infrastructure Assets - Other	(61,200)	(61,200)	(1,500)	59,700	0%
Purchase Infrastructure Assets - Footpaths	(391,000)	(391,000)	(21,727)	369,273	(94%)
Purchase Infrastructure Assets - Sewerage	-	-	-	-	0%
Purchase Plant and Equipment	(724,825)	(724,825)	-	724,825	0%
Proceeds from Disposal of Assets	164,000	164,000	-	(164,000)	0%
Self-Supporting Loan Principal Income	7,978	7,978	7,977	(1)	0%
	(3,666,883)	(3,666,883)	(2,147,966)	1,518,917	(41%)
Financing Activities					
Repayment of Debentures	(259,386)	(259,386)	(259,387)	(1)	0%
Proceeds from New Debentures	250,000	(250,000)	-	250,000	0%
Proceeds from New Self-Supporting Loans	-	-	-	-	0%
Payment of Principal Portion of Lease Liabilities	(31,995)	(31,995)	(30,994)	1,001	(3%)
Transfers to Reserves - Cash Backed Reserves	(960,367)	(960,367)	(803,059)	157,308	(16%)
Transfers from Reserves - Cash Backed Reserves	1,119,103	1,119,103	8,948	(1,110,155)	0%
	117,355	(382,645)	(1,084,492)	(701,847)	183%
Net Current Assets Year to Date	(334,632)	(809,183)	3,226,129	4,035,312	(499%)

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



Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

*Acquisition of Assets & Other Capital Expenditure
By Program*

	Capital Expenditure Actual 21/22	Capital Expenditure Amended Budget 21/22
GENERAL PURPOSE FUNDING	-	-
LAW ORDER PUBLIC SAFETY	2,150,649	1,983,319
EDUCATION & WELFARE	6,700	22,370
HEALTH	63,181	55,681
COMMUNITY AMENITIES	141,398	329,220
RECREATION & CULTURE	895,730	1,710,701
TRANSPORT	3,849,742	6,495,056
ECONOMIC SERVICES	103,700	294,584
GOVERNANCE	-	-
HOUSING	80,957.00	558,585
OTHER PROPERTY & SERVICES	200,023	193,605
TOTAL	7,492,079	11,643,121

By Account Type

	Capital Expenditure Actual 21/22	Capital Expenditure Amended Budget 21/22
LOAN LIABILITY - SHIRE	259,387	259,386
RIGHT OF USE ASSETS - LEASE LIABILITY	30,994	31,995
LAND - FREEHOLD	-	-
BUILDINGS - SPECIALISED & NON SPECIALISED	2,414,357	2,758,664
INFRASTRUCTURE - BRIDGES	309,325.00	260,000
INFRASTRUCTURE - FOOTPATHS AND CYCLEWAYS	21,727	391,000
INFRASTRUCTURE - SEWERAGE	-	-
INFRASTRUCTURE - PARKS & OVALS	133,040	748,453
INFRASTRUCTURE - ROADS	3,507,794	5,367,231
INFRASTRUCTURE - OTHER	1,500.00	61,200
INFRASTRUCTURE - DRAINAGE	10,895	80,000
INFRASTRUCTURE - AIRPORTS	-	-
PLANT & EQUIPMENT	-	724,825
ACCUMULATED SURPLUS	803,059.24	960,367
TOTAL	7,492,079	11,643,121

**Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 - 30 JUNE 2022**

Disposal of Assets

Disposal of Assets	Annual Budget	Actuals
Law, Order & Public Safety		
150502500 - ANIMAL - Proceeds on Disposal of Assets	30,000	0
Total Sale of Assets	30,000	0
Community Amenities		
151006500 PLAN - Proceeds on Disposal of Assets MUN	33,000	0
Total Sale of Assets	33,000	0
Recreation and Culture		
151103500 REC - Proceeds on Disposal of Assets MUN	39,000	0
Total Sale of Assets	39,000	0
Other Property Services		
151402500 ADMIN - Proceeds on Disposal of Assets MUN	15,000	0
Total Sale of Assets	15,000	0
Transport		
151203500 PLANT - Proceeds on Disposal of Assets MUN	47,000	0
Total Sale of Assets	47,000	0
TOTAL SALE OF ASSETS	164,000	0
TOTAL PROFIT ON SALE OF ASSETS	0	0
TOTAL LOSS OF SALE OF ASSETS	0	0
Law, Order & Public Safety		
150502500 - GG070 - Isuzu D-Max Utility	15,000	0
150502500 - GG073 - Isuzu D-Max Utility	15,000	0
	30,000	0
Community Amenities		
151006500 4GG - Isuzu M-UX 4x4	18,000	0
151006500 8GG - Isuzu D-Max Utility	15,000	0
	33,000	0
Recreation and Culture		
151103500 GG034 Kubota Mower	7,000	0
151103500 GG017 Isuzu D-Max Utility	16,000	0
151103500 GG033 Isuzu D-Max Utility	16,000	0
	39,000	0
Other Property and Services		
151402500 6GG - Isuzu M-UX 4x4	15,000	0
	15,000	0
Transport		
151203500 GG013 Isuzu D-Max Utility	15,000	0
151203500 GG049 Isuzu D-Max Utility	15,000	0
151203500 GG050 Isuzu D-Max Utility	16,000	0
151203500 GG6015 Variable Message Board Trailer	1,000	0
	47,000	0
Total Proceeds on Disposal of Assets	\$ 164,000.00	\$ -

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 12.4.1

**Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 - 30 JUNE 2022**

Information on Borrowings

Loan	Loan Term (Yrs)	Start Date	Remaining Term (Yrs)	Opening Balance Altus	New Loan	Principal (Actuals)	Principal (Budget)	Principal Outstanding (Actual)	Principal Outstanding (Budget)	Interest (Actuals)	Interest (Budget)
LN-100 GG Medical Centre	20	30/07/04	2	101,571		31,681	31,681	69,891	69,890	8,016	6,105
LN-111 Wannamal West Road	20	15/02/07	5	416,289		20,063	20,063	396,226	396,226	36,358	26,697
LN-114 Guilderton Country Club (Hall) Extensions	20	20/11/08	6	334,442		38,331	38,331	296,111	296,111	25,620	23,207
LN-120 Regional Hardcourt Facility	20	21/12/09	7	242,072		23,772	23,772	218,300	218,300	16,258	15,780
LN-123 Lot 44 Weld St	20	16/10/08	6	153,143		17,652	17,652	135,491	135,491	12,315	10,357
LN-124A Regional Hardcourt Facility	16	4/12/14	8	233,442		21,903	21,903	211,539	211,539	10,062	9,417
LN-126 Gingin Aquatic Centre Tiling	10	3/08/16	4	80,757		15,173	15,174	65,583	65,583	3,218	2,387
LN-127 Seabird Seawall Extension	10	27/01/17	5	124,210		21,335	21,335	102,875	102,875	4,090	2,985
LN-128 Lancelin Caravan Park Assets	5	16/02/18	1	62,651		41,505	41,505	21,146	21,146	1,518	1,319
LN-130 Ledge Point Country Club Coolroom	10	22/11/19	7	19,253		2,230	2,230	17,023	17,023	444	404
LN-131 - Upgrade of Financial Systems Platform to Altus Financials	15	20/12/21	14	157,743		9,156	9,156	148,587	148,587	3,116	3,013
LN-132 - Gingin Outdoor Activity Space	10	20/12/21	9	177,000		16,585	16,584	160,415	160,416	2,557	2,475
TOTAL				2,102,572	-	259,387	259,386	1,843,185	1,843,186	123,570	104,146

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 12.4.1



**Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 - 30 JUNE 2022**

Reserves Cash-Backed

Reserve	Opening Balance	Original Budget Interest Earned	Actual Interest Earned	Original Budget Transfers In (+)	Actual Transfers In (+)	Original Budget Transfers-Out (-)	Actual Transfers Out (-)	Original Budget Closing Balance	Actual YTD Closing Balance
1 LSL Annual Sick Leave and Staff Contingency	429,670	1,998	-	-	-	-	-	431,668	429,670
2 Office Equipment Reserve	-	-	-	-	-	-	-	-	-
3 Plant and Equipment Reserve	1,593,152	7,408	-	-	-	87,530	-	1,513,030	1,593,152
4 Lancelin Lookout Reserve	-	-	-	-	-	-	-	-	-
5 Land and Buildings Reserve	916,407	4,261	-	25,602	-	477,400	-	468,870	916,407
6 Guilderton Caravan Park Reserve	34,019	158	-	-	-	-	-	34,177	34,019
7 Shire Recreation Development Reserve	75,135	349	-	413,928	423,478	35,000	-	454,413	498,614
8 Redfield Park Reserve	31,468	146	-	-	-	-	-	31,615	31,468
9 Ocean Farm Recreation Reserve	31,161	145	-	-	-	-	-	31,305	31,161
10 Tip Rationalisation Reserve	1,606,185	7,469	-	40,000	-	50,000	-	1,603,654	1,606,185
11 Lancelin Community Sport and Recreation Reserve	98,640	459	-	19,467	18,872	13,999	-	104,566	117,512
13 Community Infrastructure	104,083	484	-	46,400	44,800	-	-	150,967	148,883
14 Staff Housing Reserve	33,559	156	-	-	-	-	-	33,715	33,559
15 Future Infrastructure Reserve	567,840	2,640	-	-	-	51,750	-	518,731	567,840
16 Guilderton Country Club Reserve	19,157	89	-	8,080	8,080	-	-	27,326	27,237
17 Coastal Management Reserve - Coastal Inundation	192,391	895	-	155,000	100,000	64,200	-	284,086	292,391
18 Guilderton Foreshore Reserve	-	-	-	128,191	121,076	-	-	128,191	121,076
19 Unspent Grants Reserve	5,014	23	-	-	-	-	-	5,037	5,014
21 Seniors Housing Reserve	81,188	378	-	80,957	80,957	-	-	162,522	162,145
22 Gingin Railway Station Reserve	5,747	27	-	-	-	-	-	5,774	5,747
23 Subdivisions Reserve	59,800	278	-	-	-	-	-	60,078	59,800
24 Contributions to Roads Reserve	511,862	2,380	-	-	-	339,224	-	175,018	511,862
25 Public Open Space	26,050	121	-	-	-	-	-	26,171	26,050
26 Guilderton Trailer Parking Reserve	29,896	139	-	12,739	5,797	-	8,948	42,774	26,745
	6,452,425	30,003	-	930,364	803,059	1,119,103	8,948	6,293,689	7,246,536

Note: Some reserve transfers are still to be completed as year end processes continue.



Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Net Current Assets

	Actual YTD	Balance Forwarded
CURRENT ASSETS:		
Cash - Unrestricted	6,352,161	2,985,974
Cash - Restricted Reserves	7,246,537	6,452,425
Cash - Restricted General	0	0
Rates - Current	547,109	1,073,029
Sundry Debtors	980,219	1,820,730
Self-Supporting Loan Debtors	0	7,977
Inventories	389,877	34,392
Total Current Assets	15,515,902	12,374,527
LESS: CURRENT LIABILITIES		
Payables	(1,964,870)	(1,630,757)
Employee Provisions	(1,004,339)	(1,004,339)
Contract Liability	(1,398,006)	(721,357)
Accrued interest	(19,425)	(22,298)
Right of Use Assets - Lease Liability	(1,001)	(24,023)
Long Term Borrowings (Current)	(0)	(259,387)
Bonds & Deposits	(656,596)	(590,840)
Total Current Liabilities	(5,044,237)	(4,253,000)
Total Net Assets	10,471,665	8,121,527
Less: Cash - restricted reserves	(7,246,537)	(6,452,425)
Less: Self Supporting Loan Debtors	(0)	(7,977)
Add: Long Term Borrowings (Current)	0	259,387
Add: Lease Liability	1,001	24,023
NET CURRENT ASSET POSITION	3,226,129	1,944,534

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 12.4.1



**Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 - 30 JUNE 2022**

Rating Information

Rating Information	Rates - Property Count	Rateable Value	General Rate	Minimum Rate	Interim Rate	Other	TOTAL
Grv - Townsites 9.1890	1561	26,362,422	2,422,365				2,422,365
Grv - Other 9.1890	918	15,040,562	1,382,032				1,382,032
Uv - Rural 0.5120	364	256,884,000	1,314,989				1,314,989
Uv - Other 0.5120	3	1,993,000	10,202				10,202
Uv - Intensive 0.7610	96	64,181,000	488,674				488,674
Grv - Townsites @ \$1,166	1068	9,170,092		1,245,288			1,245,288
Grv - Other @ \$1,166	759	4,741,360		952,614			952,614
Uv - Rural @ \$1,470	422	85,019,810		624,485			624,485
Uv - Other @ \$1,470	47	7,958,000		42,630			42,630
Uv - Intensive @ \$2,675	179	30,557,424		398,575			398,575
Interim Rates					5,487		5,487
Interims - Back Rates					(3,959)		(3,959)
TOTAL		501,907,670	5,618,263	3,263,592	1,528	0	\$ 8,883,383
						Ex Gratia Rates	5,777
							\$ 8,889,160



Trust Funds

**Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 - 30 JUNE 2022**

Trust Type	Opening Balance	Amount Received	Amount Paid	Closing Balance
Public Open Space	11,326	-	-	11,326
TOTAL	11,326	-	-	11,326



Shire of Gingin Statement of Financial Activity
FOR THE PERIOD 1 JULY 2021 to 30 JUNE 2022

Budget Amendments

	Net Change to Budget
OCM 16 November 2021 Item 12.6 Local Roads and Community Infrastructure (LRCIP) Program Update	\$ -
OCM 21 December 2021 Item 12.1 Lancelin Sporting complex - Solar Panel Funding	\$ -
OCM 21 December 2021 Item 17.1 Bushfire Mitigation Works Program Woodridge	\$ -
OCM 15 February 2022 Item 14.1 Unbudgeted Expenditure - Gingin Weir repairs	\$ -
CCM 15 March 2022 Item 18.1 Unbudgeted Expenditure - RFT 01/2022 Bushfire Mitigation Works Program	\$ -
CCM 15 March 2022 Item 18.2 Unbudgeted Expenditure - Final Payment for Orange Springs Road	\$ -
OCM 15 March 2022 Item 14.2 Unbudgeted Expenditure - Repairs to Seabird Seawall	\$ -
OCM 15 March 2022 Item 14.3 Unbudgeted Expenditure - Demolition and removal of Old Gingin Tennis Clubhouse and Ablutions	\$ -
OCM 19 April 2022 Item 14.1 Unbudgeted Expenditure - Maintenance Works - Bridges, Flood Way - Bootine Road, Mitigation Works - Woodridge, Foothpaths	-\$ 66,076.00
OCM 17 May 2022 Item 12.2 Ledge Point Country Club Security System Self Supporting Loan/Advance	\$ -
<u>Budget Review</u>	
Budget Review to 31 March 2022 adopted by Council 3 May 2022	\$ 39,186.31
Corrections to entry errors Council Resolution Budget Amendments	-\$ 245,000.00
Reserve Transfer relating to OCM 16/11/2021 reported as transfer from instead of transfer to Reserve in Budget Review	\$ 832,572.00
OCM 18/01/2022 - Only part of Council resolution was included in Budget Review	\$ 73,949.50
Bridge Maintenance \$300,000 that was reported in BR removed and replaced with \$260,000 as per OCM 19/04/2022	-\$ 300,000.00
	<u>\$ 334,631.81</u>

13 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

13.1 ADOPTION OF AMENDMENT TO COUNTRY HEIGHTS LOCAL DEVELOPMENT PLAN

File	LND/106
Author	Kylie Bacon - Coordinator Strategic Planning & Projects
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	19 April 2022 - Item 13.1
Appendices	1. Final Amended Country Heights LDP JULY 2022 [13.1.1 - 30 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider for final adoption an amendment to the Country Heights Local Development Plan to reduce the 100m rural living setback to 50m for those dwellings along the northern boundary (lots 1 to 29 inclusive).

BACKGROUND

The Country Heights Local Development Plan (LDP) applies to the development being undertaken with the subdivision of Lot 81 Cheriton Road, Ginginup (also known as Country Heights Estate). The LDP was endorsed back in 2018. The LDP and Local Planning Scheme No. 9 (LPS 9), specifically clause 4.8.5.3, require that dwellings on land zoned as Rural Living that adjoins rural uses with buffer requirements shall be set back a minimum of 100m from the relevant boundary(s) to the adjoining rural uses, or such other setback distance as may be specified on an adopted Structure Plan.

In accordance with the requirement, any dwelling on the lots on the northern, western and southern boundaries of the Country Heights Estate must have a 100m setback from the adjoining General Rural zoned land.

At the 19 April 2022 Ordinary Council Meeting (OCM), Council resolved to initiate, for the purposes of advertising, an amendment to reduce the 100m rural living setback to 50m for those dwellings along the northern boundary (lots 1 to 29 inclusive).

COMMENT

Consultation

The amended LDP was advertised for a period of 30 days in accordance with Schedule 2, Part 6, Clause 50 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations). The following advertising measures were undertaken:

- Notice of the proposed local development plan given to owners and occupiers likely to be affected by the approval of the plan;
- Notice provided to the Department of Planning, Lands and Heritage (DPLH);
- The erection of signs on the perimeter of the estate giving notice of the proposed local development plan; and
- Advertising of the proposal on the Shire's webpage and social media platforms.

One submission from DPLH was received supporting the amended setback. The Department's comment is provided below:

The Department's Land Use Planning Division raises no objections to the proposed LDP amendment. This is broadly on the basis that development on the lots will continue to be able to meet the intent of cl. 5.1 Protection of rural land and land uses under State Planning Policy 2.5 – Rural Planning, in that:

- *The development of sensitive land uses has been comprehensively planned for; and*
- *the impacts of well-managed primary production on rural amenity have been considered and accepted.*

Particularly relevant to the final point above, each lot in the Country Heights Estate is required to be created with a s.70A notification under the Transfer of Land Act 1893 identifying that the "lot is located in a rural area, and may be impacted by primary production. This shall ensure potential landowners are aware and accept possible amenity impacts when making investment decisions.

As already mentioned, the Applicant has submitted an amended LDP proposal seeking to reduce the Rural Living zone building setback on the Estate's northern boundary from 100m to 50m. The reason provided for the request is:

...due to the northern lots topographical characteristics, the subject's lots' highest elevations are towards the rear of the lots, thereby making these areas the most logical locations to situate future dwellings in order to optimise the views to the east and southeast.

The LDP amendment is only applicable to the northern lots 1 to 29 inclusive. The amendment relates to the LDP and clause 4.8.5.3 of LPS 9. In demonstrating support for the amendment, the proposal needs to demonstrate that there will be no adverse impacts on either lots 1 to 29 or on the General Rural adjoining land to the north.

Amenity Impacts

The reduced building setback on the northern boundary will allow dwellings to be constructed in closer proximity to agricultural operations to the north. Directly relevant to the proposed amendment area is the operation of an olive farm to the north. It is considered that the reduced setback to 50m will not further impact the amenity of the subject lots as, being perennial horticulture, its emissions such as spray drift, dust etc. are less intensive than that generated by a market garden (annual horticulture) which is fertilised regularly and re-used on a continual basis.

The Environmental Protection Authority's *Guidance Note for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses 2005* (EPA Guidance Note) recommends that buffer setback distances between sensitive land uses (i.e. dwelling(s)) and broad scale agricultural operations provide a separation distance (dependent upon the scale and intensity) of 300-500m. As such, the Country Heights Estate setback of 100m is already within the recommended buffer area, and it is not considered that reduction of the northern setback to 50m will further impact either future residents or the agricultural operations to the north. Furthermore, there are notifications on the Certificates of Title to make prospective purchasers aware that the lots are in close proximity to farming/agricultural operations and that they may experience lower levels of amenity as a result of potential agricultural activities, as noted in the DPLH's comment.

It is possible that the reduced setback to 50m could lead to greater impacts should the existing land use change to more intensive agriculture. However, it is considered that the setback reduction from 100m to 50m is negligible in terms of the overall impact to both parties for the reasons outlined above. The lot (Lot 21) on which the olive farm is situated is established and is limited in its expansion. Any expansion would require the removal of native vegetation however, being Banksia Woodland, it is unlikely that a clearing permit would be granted.

However, there are existing mechanisms to assist in minimising any offsite emissions from the agricultural operations as discussed below.

There is hard separation between the rural living lots by way of a 6m wide emergency fire access track. There is also existing native vegetation in place along the majority of the northern boundary which provides screening between the existing and any future operation(s) on the northern farming lots. Furthermore, should more intensive agriculture occur on those northern lots then additional screening can be planted along with the introduction of management practices to mitigate offsite impacts through a farm management plan.

Impact on Current Landowners

At the time of writing, construction has commenced on just three of the subject lots, which represents approximately 10.3% of the total amendment area. The Applicant comments that:

...those three (3) lots currently being developed had an opportunity to lodge a development application varying the approved rural living setback but were evidently agreeable to developing their lots utilising the approved one hundred (100) metre buffer setback. As such, we don't consider there would have been any substantial change to the development.

Furthermore, all landowners north and south on Starbush Way were notified, with no submissions objecting to the amendment being received.

State Planning Policy 2.5 – Rural Planning

Clause 5.1 Protection of rural land and land uses of SPP 2.5 is applicable to the proposed amendment. As outlined by DPLH's response, the amendment to the LDP continues to uphold the intent of clause 5.1 in that:

- *The development of sensitive land uses has been comprehensively planned for; and*
- *the impacts of well-managed primary production on rural amenity have been considered and accepted.*

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

Given the submission from the Bushfire Consultant it is considered the proposed LDP amendment would not result in any increased bushfire risk to landowners and would arguably decrease building vulnerability because dwellings will be constructed to BAL-12.5 standards. The Bushfire Management Plan for the Estate would need to be amended accordingly.

Summary

It is considered that a reduction of the setback from 100m to 50m will not impact the amenity currently experienced in the locality, nor will it hinder development of the agriculture uses to the north should there be a proposal to develop into more intensive agriculture. Amenity impacts can be protected by the existing screening, by any additional future screening that may be required, and by potential purchasers being made aware of such impacts by way of having a notification on the Certificate of Title (already in existence). No submissions were received during the advertising phase objecting to the amendment. Furthermore, the proposal will provide a positive outcome for existing and future landowners within the Estate, as they will be able to take advantage of impressive vistas to the east and south-east.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act 2005

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9

POLICY IMPLICATIONS

Environmental Protection Authorities Guidance Note for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses 2005 (EPA Guidance Note)

State Planning Policy 2.5 – Rural Planning

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council:

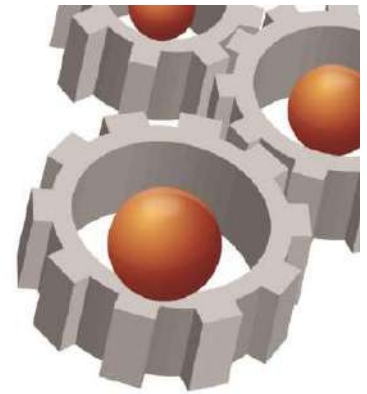
1. Adopt, in accordance with Schedule 2, Part 6, Clause 52 of the *Planning and Development (Local Planning Scheme) Regulations 2015*, the amended Local Development Plan as contained in Appendix 13.1, to reduce the Rural Living zone building setback on the Estate's northern boundary (for lots 1 to 29 inclusive) from 100 metres to 50 metres; and

2. Approve amendment of the Estate's Bushfire Management Plan to include the advice contained within the Bushfire Prone Planning report dated 25 February 2022 as contained in Appendix 13.1.1.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*



Our Ref: 039

1 March 2022

The Chief Executive Officer
Shire of Gingin
PO Box 510
GINGIN WA 6503

Dear Sir/Madam,

COUNTRY HEIGHTS ESTATE, CHERITON ROAD, GINGINUP
PROPOSED LOCAL DEVELOPMENT PLAN AMENDMENT

Dynamic Planning and Developments Pty Ltd (DPD) act on behalf of Claymont Development Pty Ltd, the proponent of the Country Heights Estate on Cheriton Road, Ginginup (herein referred to as the 'subject site').

DPD has prepared the following submission in support of a proposed Local Development Plan (LDP) amendment to reduce the rural living zone building setback on the estate's northern boundary from one hundred (100) metres to fifty (50) metres. The proposed amendment relates to Lots 1 to 29 (inclusive) of the final rural-residential subdivision plan and is proposed to improve the rural-residential amenity for the future occupants of those lots. As will be explored below, there will be an indifferent impact on the impacted lots by way of proximity to the abutting northern agriculture operations.

For the purposes of the submission, we attach the below documents for the Shire's convenience:

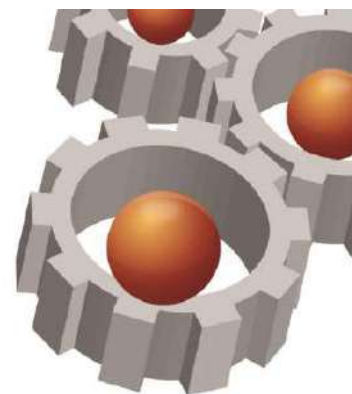
- This concise submission letter detailing the proposed LDP amendment and associated considerations;
- Existing approved Local Development Plan at the subject site (**Attachment 1**);
- Proposed Local Development Plan Amendment (**Attachment 2**); and
- Technical Note prepared by Bushfire Prone Planning (**Attachment 3**).

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DYNAMIC CREATIVE PROACTIVE INNOVATIVE PASSIONATE

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PROPOSED LOCAL DEVELOPMENT PLAN (LDP) AMENDMENT

The proposed LDP amendment is being initiated as a direct result of the northern lots' topographical characteristics. That being, the subject lots' highest elevations are towards the rear of the lots, thereby making these areas the most logical locations to situate future dwellings in order to optimise the views to the east and south-east. We submit that if the LDP is not amended, the Shire will likely receive a multitude of development applications, by every future landowner of the northern lots, requesting to vary the 100-metre building setback anyway, which would be an inefficient allocation of Shire resources. Therefore, the proposed amendment is considered an effective way to address this anticipated landowner desire and seek approval for all of the subject lots as part of one application.

The proposed LDP amendment relates to Lots 1 to 29 inclusive of the ultimate rural-residential subdivision plan of the parent lot. The proposed amendment relates specifically to reducing the rural living zone building setback from one hundred (100) metres to fifty (50) metres, and thereby varying Clause 4.8.5.3 of the Shire of Gingin's Local Planning Scheme No. 9 (LPS9). We consider there will be no adverse impacts of Lots 1-29 on adjoining landowners and will significantly improve the visual amenity experienced by these lots, by way of improved views.

Although not a relevant planning consideration, the northern lots of the estate are, and marketed as, the premium lots of the estate; as such, there is an expectation from buyers that they will be provided with complimenting views, and the reduced setback is considered an appropriate way to address this. It is noted the rural living zone building setback will remain at one hundred (100) metres for the parent lot's western and southern boundaries. The below Figures 1 & 2 demonstrate the extent of the proposed amendment.



Figure 1 – Proposed Local Development Plan Amendment

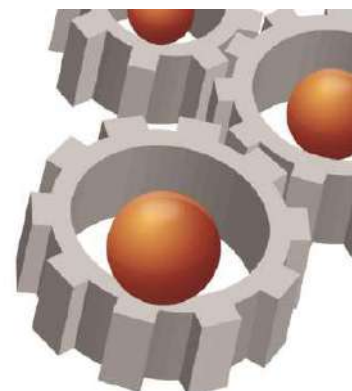


Figure 2 – Aerial Perspective of Proposed Local Development Plan Amendment

Pre-lodgement liaisons held with the Shire's Coordinator of Strategic Planning and Projects noted there was a necessity to provide justification in support of the proposed LDP amendment in relation to the following factors:

1. The protection of Agriculture in the Shire;
2. The impact on current landowners who have purchased under the existing LDP; and
3. The indifference of the proposed amendment to adjoining landowners.

Protection of Agriculture in the Shire

With regard to the proposed LDP amendment, the reduced building setback on the northern boundary will allow dwellings to be constructed in closer proximity to agricultural operations to the north. However, it is considered there will be no adverse impact on either the subject site, or the agricultural operations in close proximity to the subject site. Directly relevant to the proposed amendment area is the operation of a low intensity olive farm directly to the north, of which there is minimal risk relating to agricultural emissions (i.e. noise, odour, dust, gaseous particulates) from the operation as those operations are not carried out at such a scale where it could impact the amenity of the subject site.

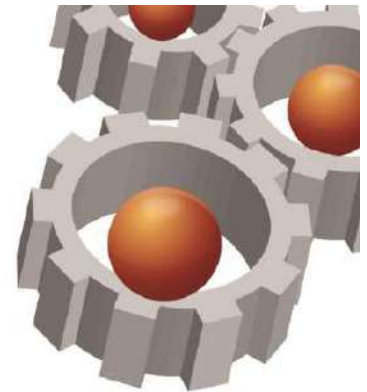
It is noted the Environmental Protection Authorities *Guidance Note for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses 2005* (EPA Guidance Note) provides a number of required setbacks for sensitive land uses from industrial land uses, including agricultural operations. With relation to broad scale agricultural operations, the EPA guidance note has specified a separation distance of 300-500 metres from sensitive land uses. In this regard, the one hundred (100) metre rural living building setback is already well within this noted setback, and therefore it is considered that reducing the setback by a further fifty (50) metres will have no quantifiable impact on either the dwellings, or the operation of the agricultural operations to the north. It is noted lots within the Redfield and Sovereign Hill rural living estates are provided with

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similar reduced setbacks to adjoining properties where their agricultural emissions (i.e. noise, odour, dust, gaseous particulates) are low. Additionally, notifications exist on all Certificates of Title that the lots are in close proximity to these operations, and so the landowners are aware of these farming activities when they purchase their property.

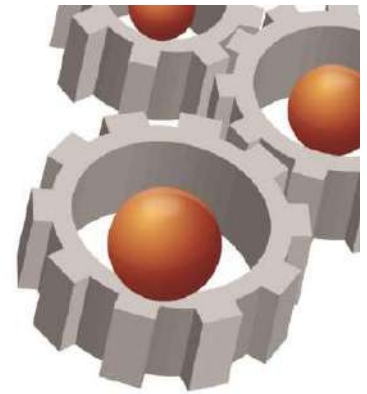
With regard to the above, it is considered that agriculture within the Shire will remain suitably viable and operational, irrespective of the proposed LDP amendment. As such, the proposed LDP amendment warrants favourable consideration by the Shire.

Impact on Current Landowners in the Country Heights Estate

In assessing the proposed LDP amendment, consideration must be given as to whether there will be any resultant outcomes on the current landowners that have previously purchased lots within the Country Heights Estate. At the time of writing, there are only two (2) of the subject lots on which construction has commenced, which represents approximately 6.9% of the total amendment area. It is presumed that these lots have been constructed to demonstrate compliance with the existing approved LDP. It is submitted that, regardless of the existing LDP provisions, the landowners of the two (2) abovementioned lots had an opportunity at the point of DA lodgement to request a development that varies the rural living setback as per Clause 4.8.5.3 of the Shire's LPS 9, if they wanted to achieve a dwelling that takes advantage of the available views at the rear of the property.

In this regard, it's considered the resultant outcomes of the proposed LDP amendment on existing landowners who have constructed will be largely insignificant, with a positive outcome to be experienced by the remaining lots. This is evident as the majority of landowners will now be able to build their dwelling closer to the rear of the lot, which has a higher elevation and consequently can take advantage of the premium vistas that exist to the east and south-east. Furthermore, the proposed amendment will make the 'yard' space much easier to design, manage and maintain when it is located on the southern side of the dwellings. As mentioned in the preceding section, there will be no amenity impact experienced by way of agricultural emissions.

Given the above, an opportunity exists to improve the amenity of the majority of lots 1-29 as per the proposed LDP amendment and proposes an insignificant impact on existing landowners who have constructed dwellings within the estate. The two (2) lots currently being developed had an opportunity to lodge a development application varying the approved rural living setback but were evidently agreeable to developing their lots utilising the approved one hundred (100) metre buffer setback. As such, we don't consider there would have been any substantial change to the development on those lots if they were presented with the prospect of an approved 50 metre rural living setback. As such, the proposal warrants favourable consideration and subsequent approval by the Shire.



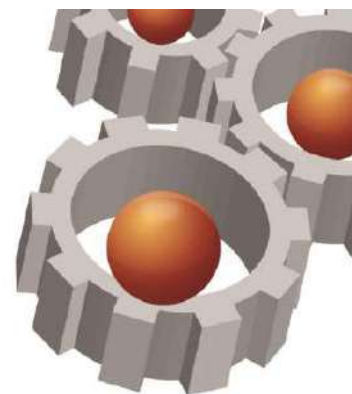
Indifference to Adjoining Landowners

If the proposed LDP amendment is conditionally approved by the Shire, it will resultantly adjust the impacted lots' building envelopes fifty metres closer to adjoining lots, being Lot 21 & 22 Hancock Place. As such, consideration must be given to whether there will be any impact on the visual amenity of the dwellings located at the aforementioned lots.



Figure 3 – Distance to Adjoining Lots' Dwellings

As noted in the above Figure 3, there is an inconsequential impact on the adjoining landowners to the subject site. If the building setback was reduced to fifty (50) metres, the distance to the closest dwelling would still be some 627 metres thereby having no impact on the visual amenity experienced. These 627 metres includes a 6-metre access road that has been implemented at the rear of the subject lots, by way of a firebreak and fire truck access. As such, this firebreak creates an additional visual and physical separation between the subject lots and adjoining landowners. Additionally, the aforementioned residence is currently heavily screened by vegetation on their own lot, further reducing the effect of the proposed reduced setback.



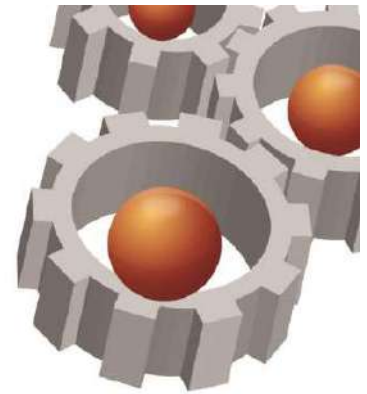
BUSHFIRE CONSIDERATIONS

In relation to the proposed reduction in the rural living zone building setback, it is noted the adjusted building envelopes will consequently become closer to existing Banksia Woodland vegetation on the northern adjoining lots. As such, advice was sought from Bushfire Prone Planning to determine if there was any increased bushfire risk to the lots that are the subject to this application, with regard to their applicable Bushfire Assessment Level (BAL) Rating. A copy of Bushfire Prone Planning's advice letter is contained as **Attachment 3** to this submission.

A summary of the attachment's comments is noted below:

- Under the approved Bushfire Management plan for the site and current rural living setback, Lots 1-29 currently experience a BAL-LOW rating and are capable of establishing a 20 metre APZ requirement in accordance with the Shire of Gingin's annual firebreak order;
- A reduction of the rural living setback to 50 metres would not impact the lots ability to establish and maintain a 20 metre APZ requirement. However, the lots' applicable BAL Rating would increase from BAL-LOW to BAL-12.5;
- The increase in the BAL-Rating for lots 1-29 would result in a dwelling that is much better suited in the location and reduce its vulnerability, given the increase in construction standards. As such, the dwellings and landowners would likely be safer as a result of this increased BAL-Rating, given the vegetation's ability to produce embers that can travel ahead of the fire front;
- The reduction in setback would make it more likely that a great portion of land will be managed to minimise potential fuel and keep the lots at a low-threat state;
- The longer private driveways (associated with dwellings situated further to the rear of the lot) can still comply with the technical requirements established by the current Bushfire Prone Areas guidelines. Additionally, the increased distance is not considered significant and would likely be through grassland fuels.

Given the above, it is considered the proposed LDP amendment would not result in any increased bushfire risk to the landowners and would arguably decrease the building vulnerability by way of the dwellings being constructed to BAL-12.5 standards. Additionally, the reduced setback will likely result in better maintenance of fuel loads on the lots. As such, the proposed LDP amendment warrants favourable consideration and subsequent approval by the Shire.



CONCLUSION

Regarding the above justification, it is evident the proposed LDP amendment will have a positive result on the amenity of the subject site and will not have any adverse impact on the agricultural operations within the Shire, or on the visual amenity of adjoining landowners. In light of the above, the LDP amendment is considered to warrant favourable consideration and endorsement by the Shire on the basis that:

- The LDP amendment proposes a minimal change in the context of the broader parent lot;
- The LDP amendment will have no impact on the agricultural operations within the Shire;
- The LDP amendment will have a minimal impact on those lots where dwellings have already been constructed, and will arguably have a positive outcome on the remaining existing and future landowners within the estate, as they will be able to take advantage of impressive vistas to the east and south-east;
- The LDP amendment will have no impact on the adjoining landowners, by virtue of their considerable separation distances and existing vegetation screening; and
- The LDP amendment will result in no increased bushfire risk to the landowners of Lots 1-29 and will arguably reduce the building vulnerability of dwellings by way of their new requirement to be constructed to BAL-12.5 standards.

We trust the above satisfies the requirements of the Shire of Gingin to favourably determine the proposal.

Should you have any queries or require any clarification regarding the matters raised, please do not hesitate to contact the undersigned, or Mr. Bryn Greenhalgh on 9275 4433.

Yours Sincerely,

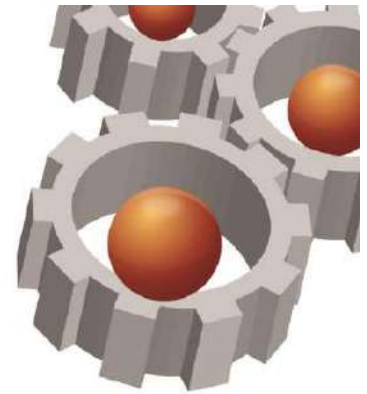
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DIRECTOR**

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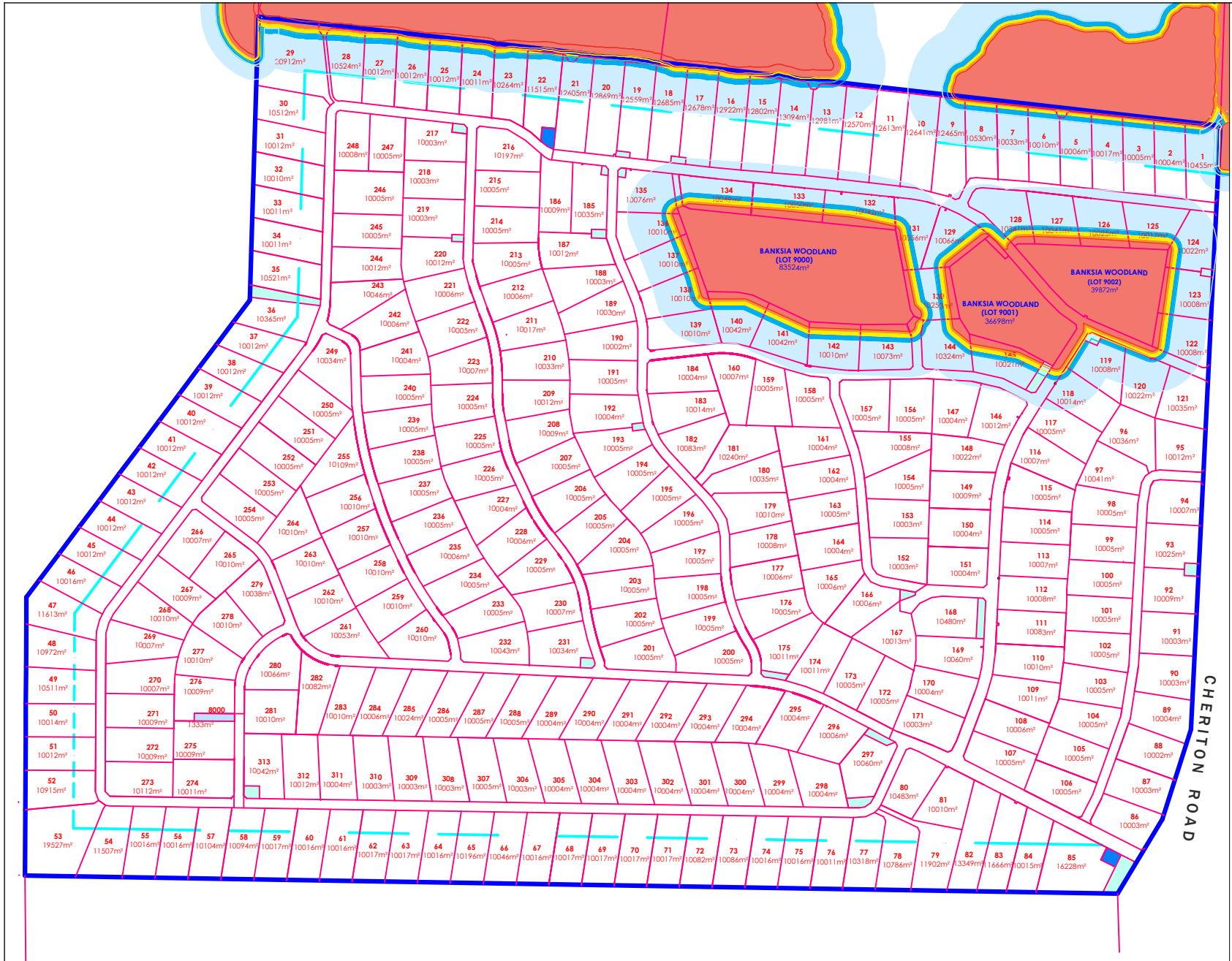
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APPENDIX 13.1.1



ATTACHMENT 1
Existing Approved Local Development Plan



LOCAL DEVELOPMENT PLAN

FIGURE 1
LOCAL DEVELOPMENT PLAN
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

PAGE: 1 of 12

LEGEND

- DRAINAGE BASIN
- 100m RURAL USE SETBACK
- COUNTRY HEIGHTS ESTATE WATER RESERVE
- WATER TANK FOR FIRE-FIGHTING

- BAL FZ (Indicative only)
- BAL 40 (Indicative only)
- BAL 29 (Indicative only)
- BAL 19 (Indicative only)
- BAL 12.5 (Indicative only)

This Local Development Plan has been endorsed by:

Chief Executive Officer Date
Shire of Gingin

Shire of Gingin Reference No: LDP.....

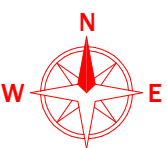
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DATE: 24/07/2018

FILE: Cheriton Subdivision.dwg

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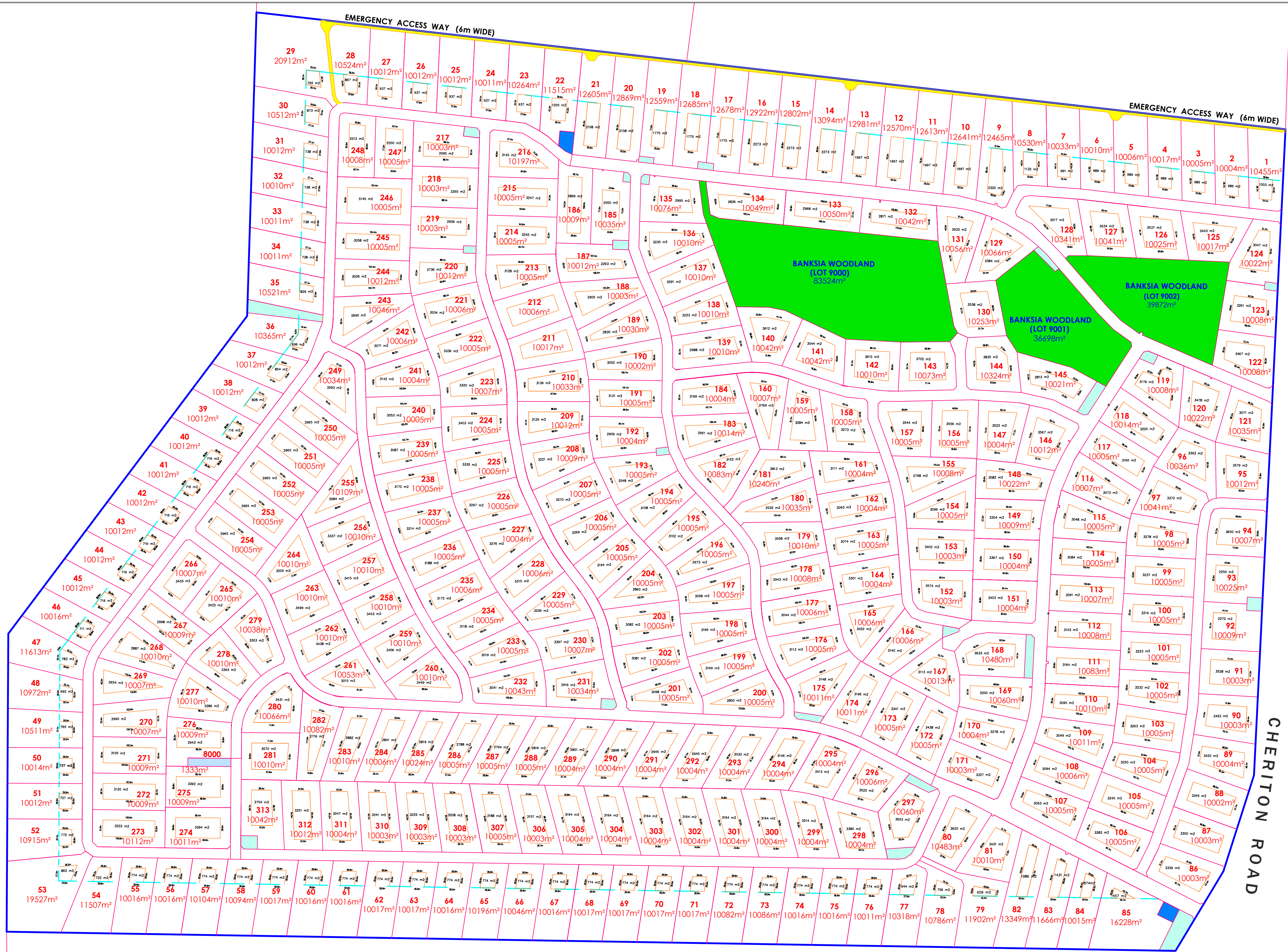


FIGURE 2
SUBDIVISION PLAN
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

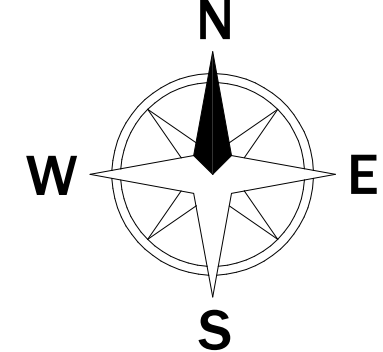
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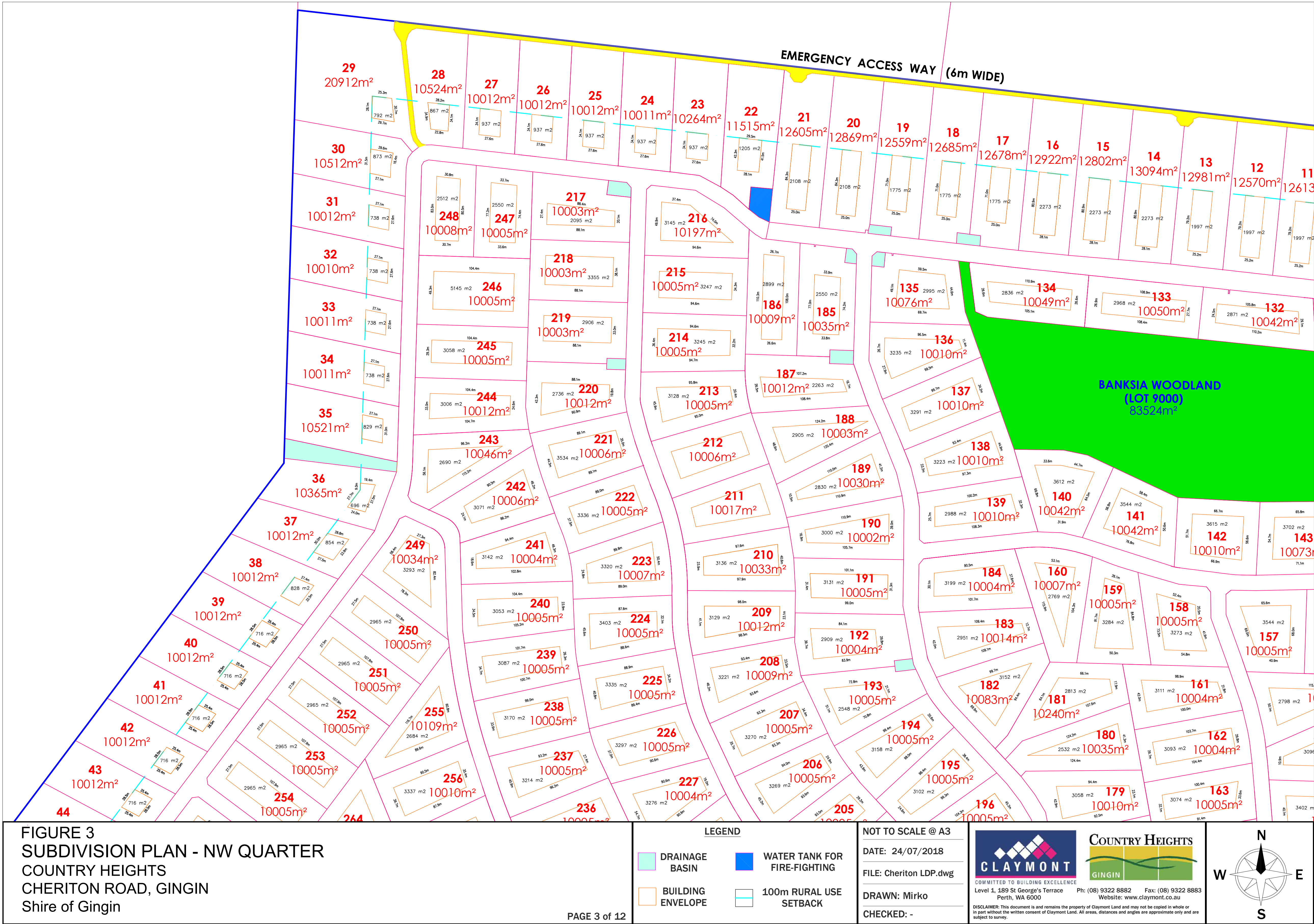
- DRAINAGE BASIN
- BUILDING ENVELOPE
- COUNTRY HEIGHTS ESTATE WATER RESERVE
- WATER TANK FOR FIRE-FIGHTING
- 100m RURAL USE SETBACK

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FILE: Cheriton LDP.dwg
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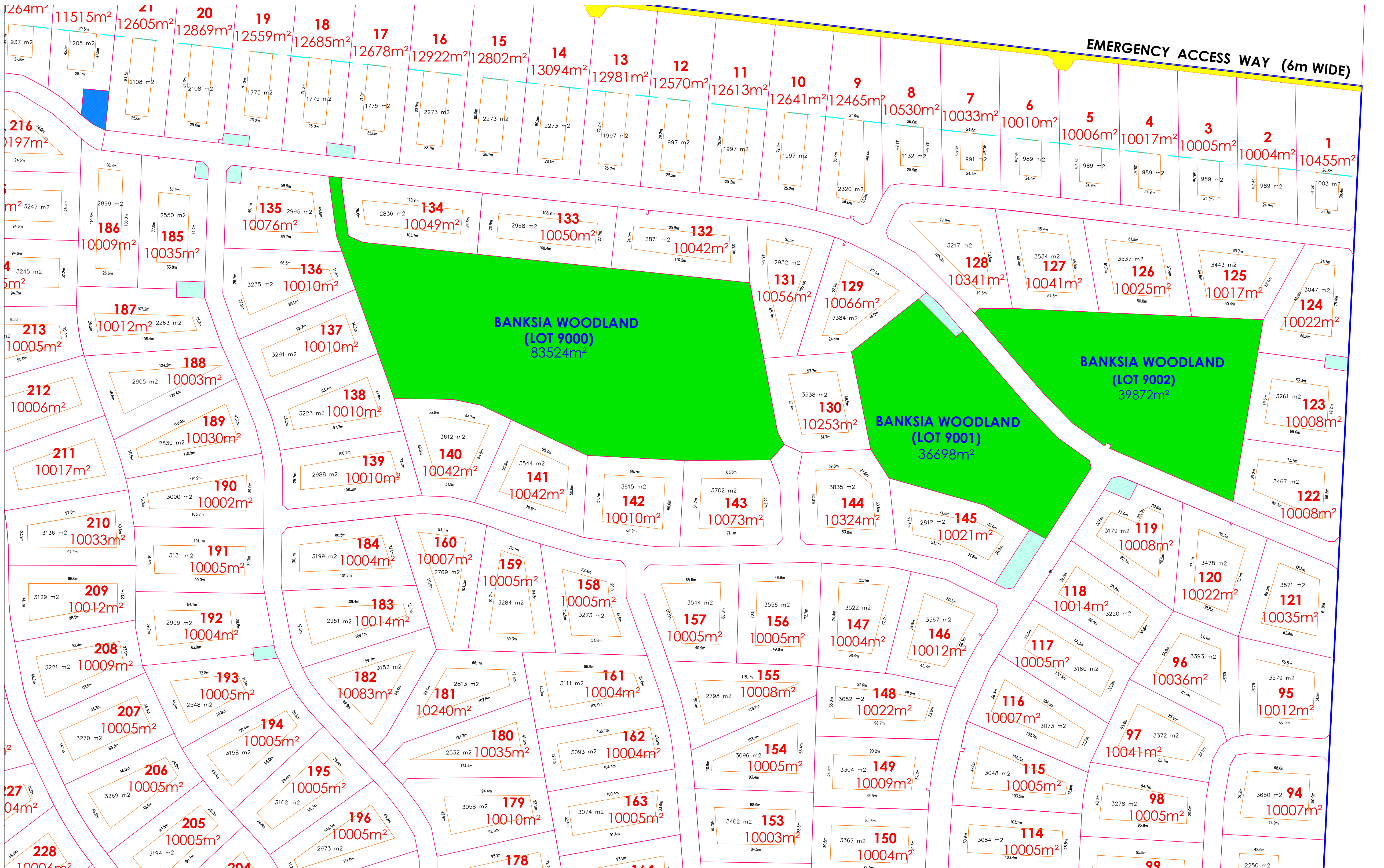


FIGURE 4
SUBDIVISION PLAN - NE QUARTER
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

LEGEND

- DRAINAGE BASIN
- WATER TANK FOR FIRE-FIGHTING
- BUILDING ENVELOPE
- 100m RURAL USE SETBACK

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DRAWN: Mirko

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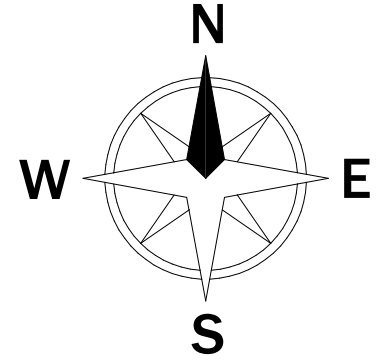


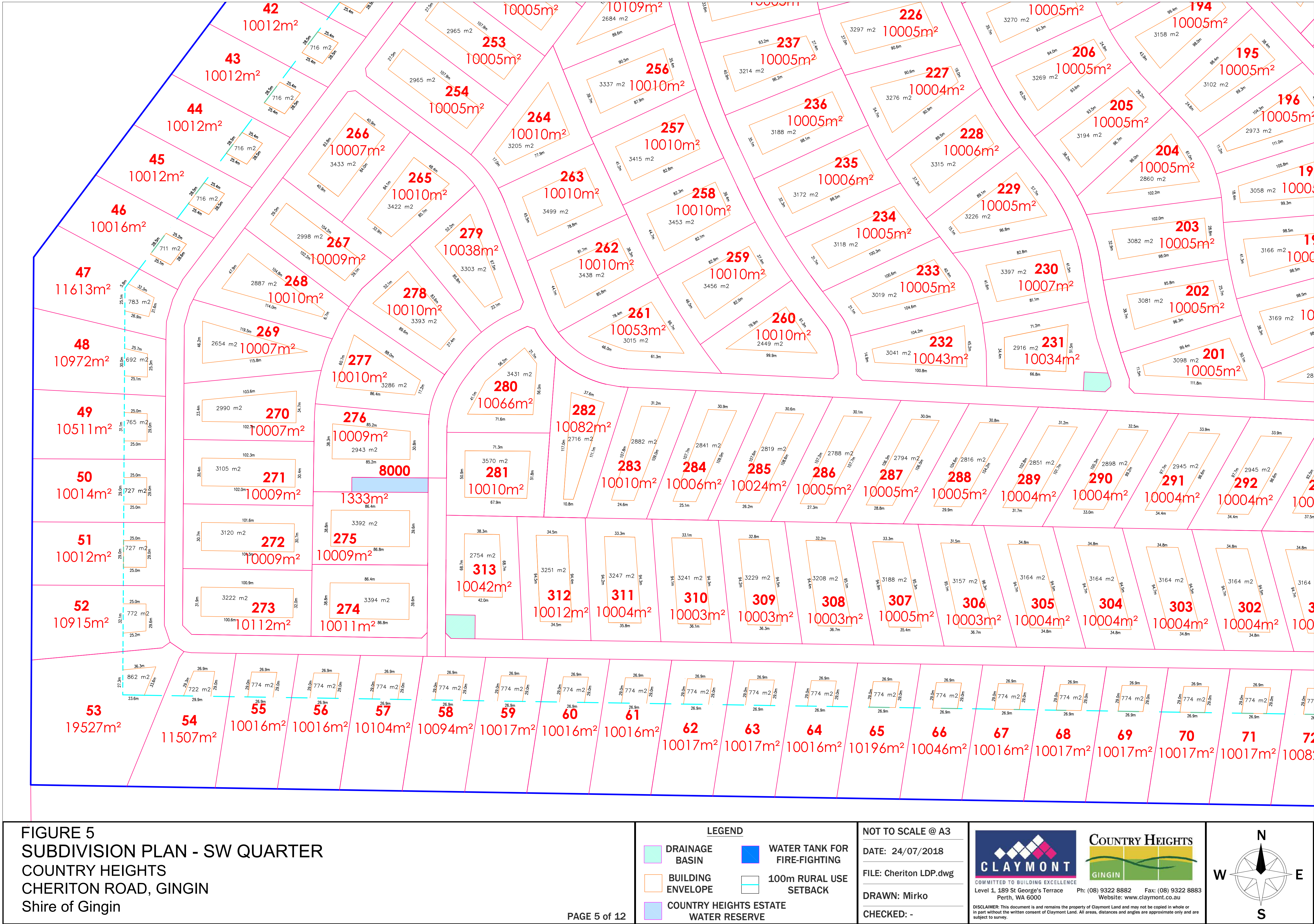
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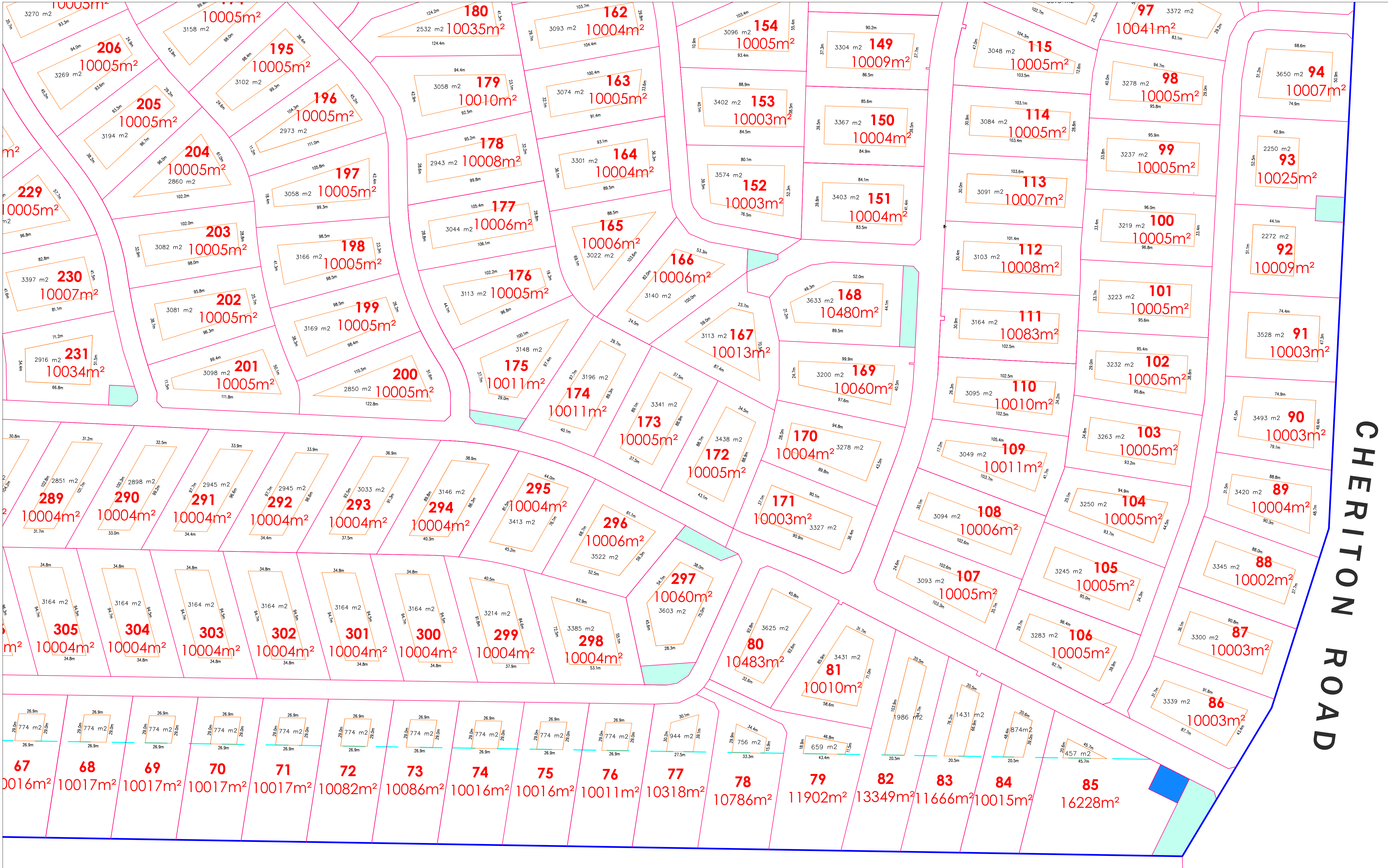


FIGURE 6
SUBDIVISION PLAN - SE QUARTER
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

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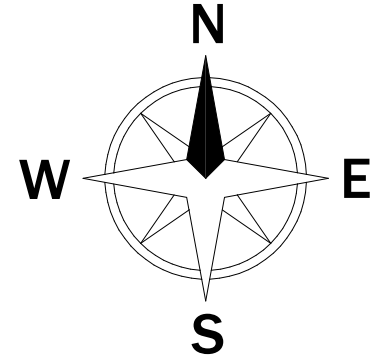


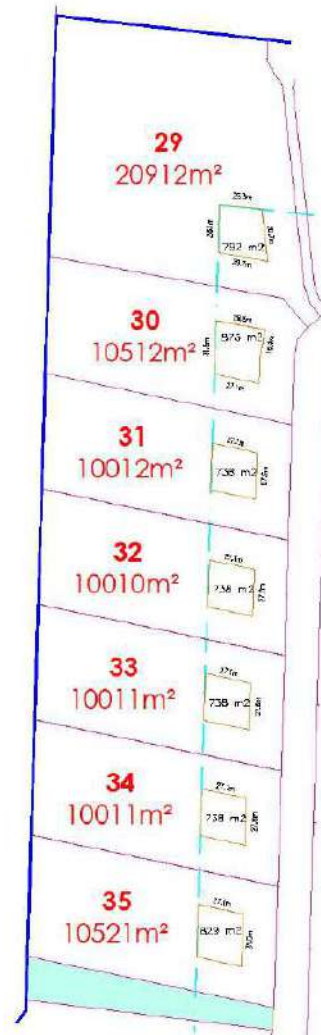
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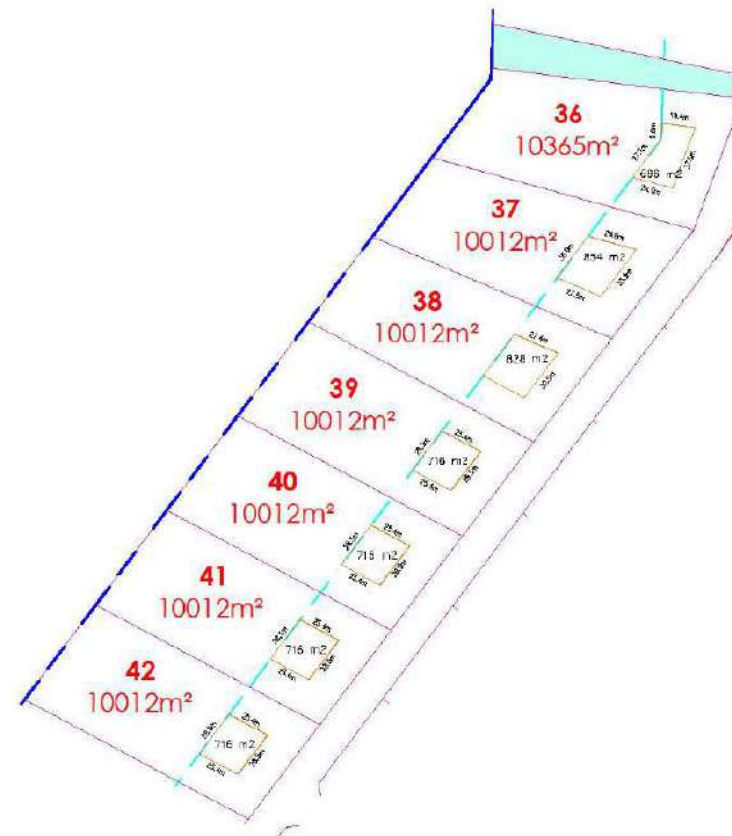
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BUILDING ENVELOPE PLAN (LOTS 29 - 35)



BUILDING ENVELOPE PLAN (LOTS 36 - 42)

FIGURE 7
LOTS ON WESTERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

PAGE 7 of 12

LEGEND

- DRAINAGE BASIN
- BUILDING ENVELOPE
- WATER TANK FOR FIRE-FIGHTING
- 100m RURAL USE SETBACK

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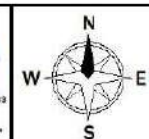
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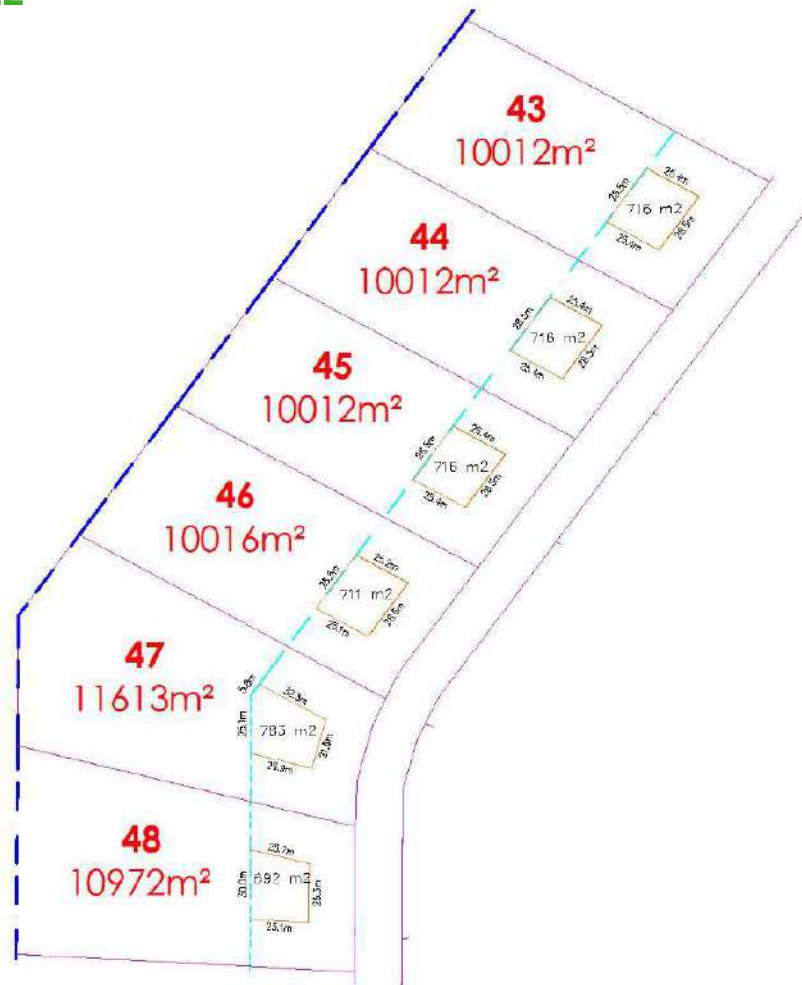
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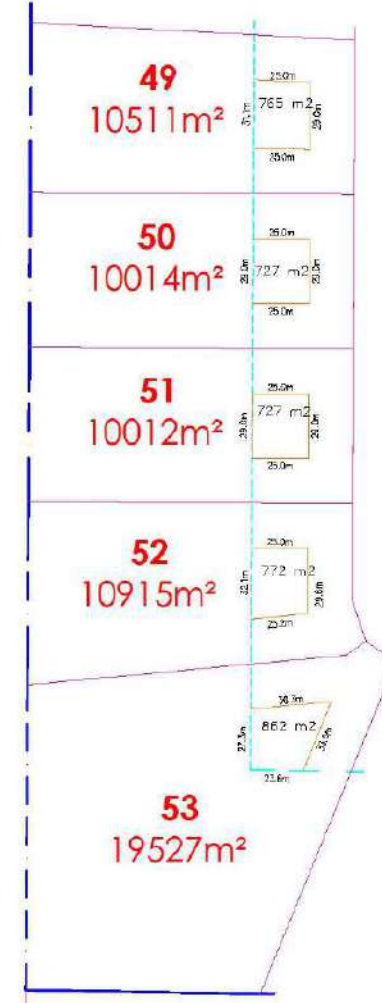
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BUILDING ENVELOPE PLAN (LOTS 43 - 48)



BUILDING ENVELOPE PLAN (LOTS 49 - 53)

FIGURE 8
LOTS ON WESTERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

PAGE 8 of 12

LEGEND

- DRAINAGE BASIN
- BUILDING ENVELOPE
- WATER TANK FOR FIRE-FIGHTING
- 100m RURAL USE SETBACK

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DATE: 24/07/2018

FILE: Cheriton LDP.dwg

DRAWN: Mirko

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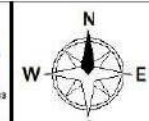




FIGURE 9
LOTS ON NORTHERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

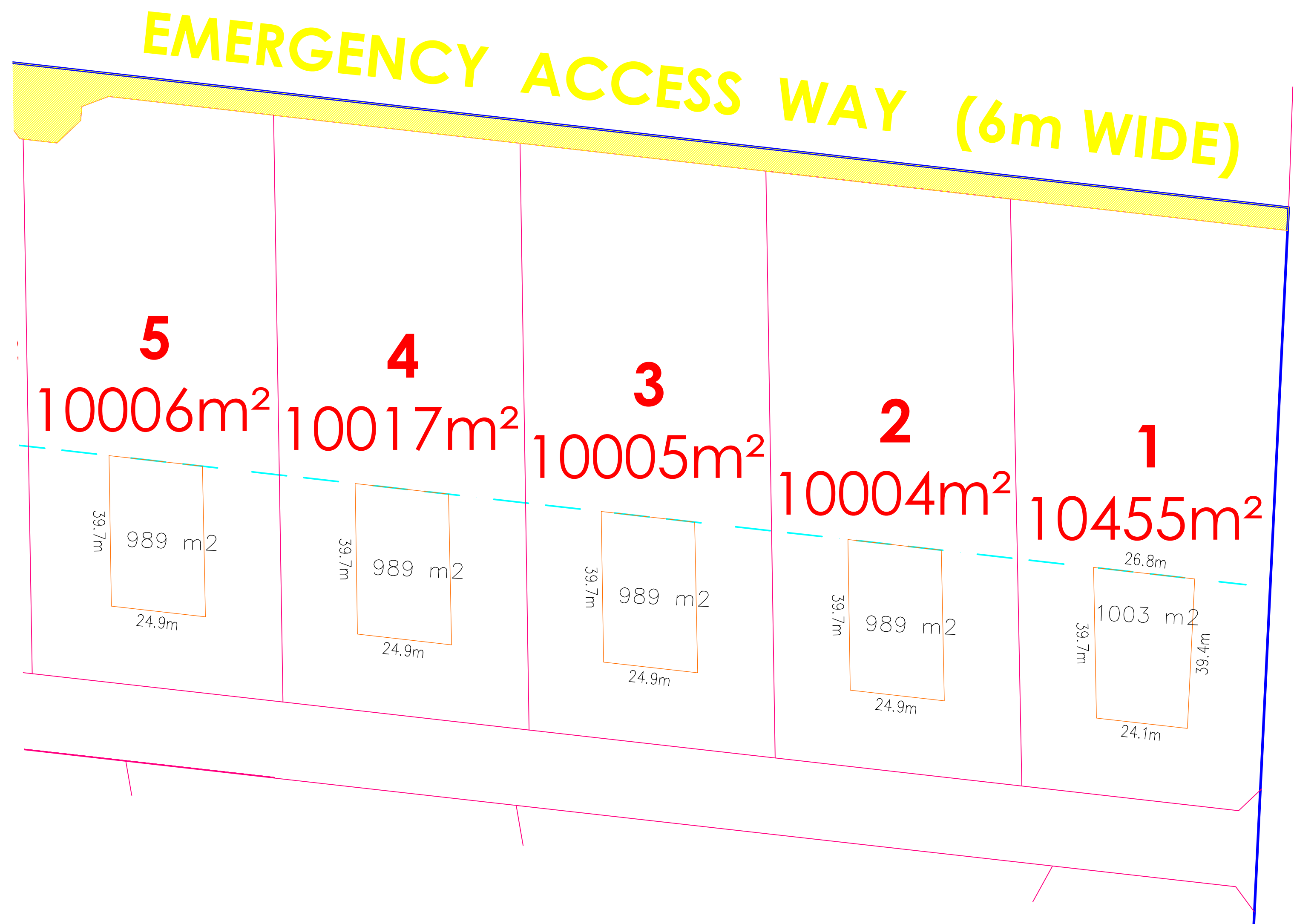
PAGE 9 of 12

LEGEND

- DRAINAGE BASIN
- BUILDING ENVELOPE
- WATER TANK FOR FIRE-FIGHTING
- 100m RURAL USE SETBACK

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BUILDING ENVELOPE PLAN (LOTS 1 - 5)

FIGURE 10
LOTS ON NORTHERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

LEGEND

- | | |
|-------------------|------------------------------|
| DRAINAGE BASIN | WATER TANK FOR FIRE-FIGHTING |
| BUILDING ENVELOPE | 100m RURAL USE SETBACK |

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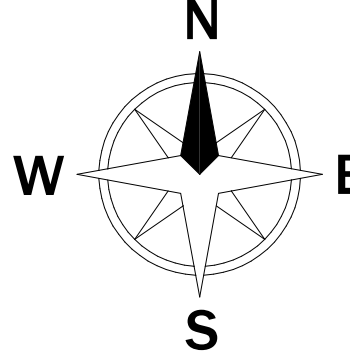


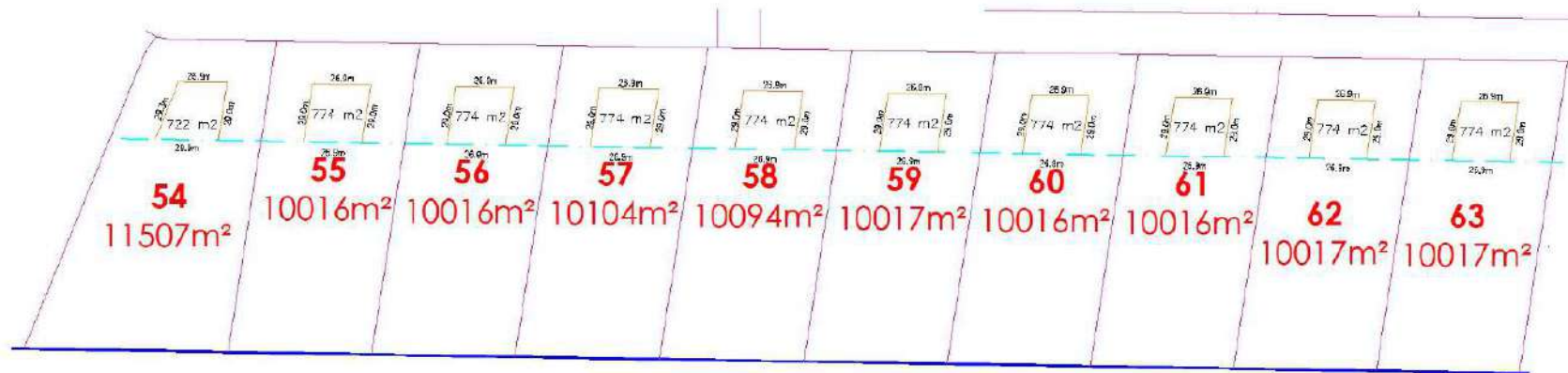
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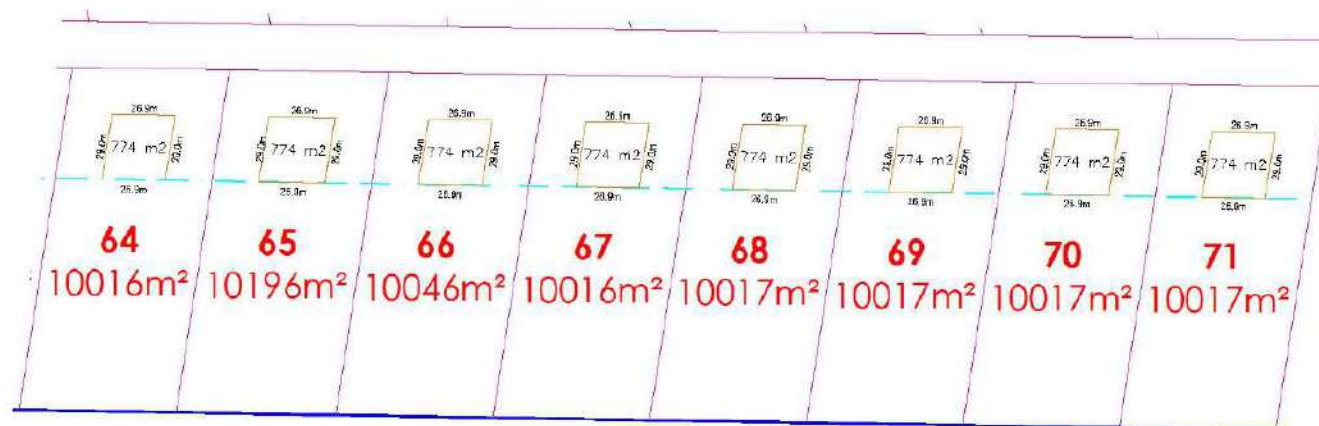
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BUILDING ENVELOPE PLAN (LOTS 54 - 63)



BUILDING ENVELOPE PLAN (LOTS 64 - 71)

FIGURE 11
LOTS ON SOUTHERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

PAGE 11 of 12

LEGEND

- DRAINAGE BASIN
- WATER TANK FOR FIRE-FIGHTING
- BUILDING ENVELOPE
- 100m RURAL USE SETBACK

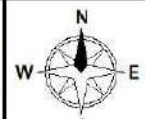
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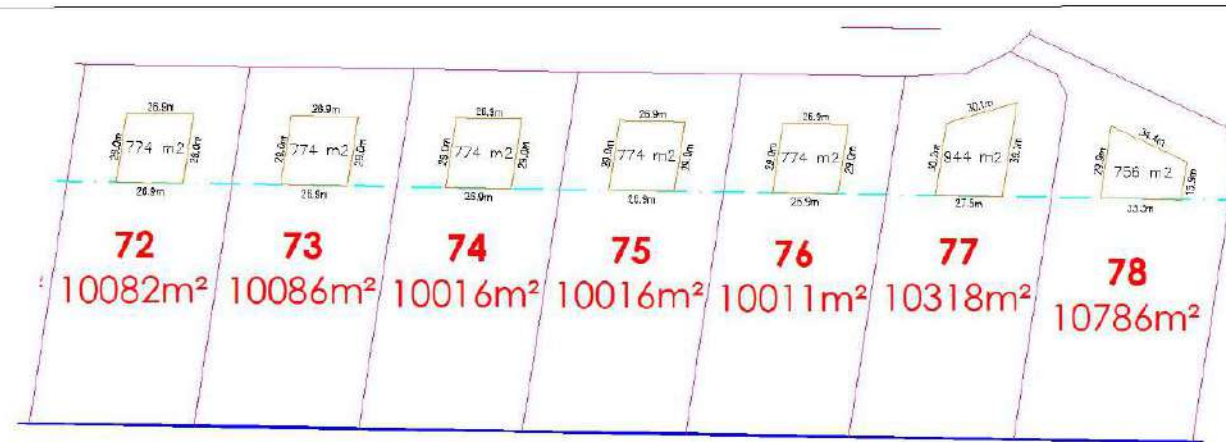
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BUILDING ENVELOPE PLAN
(LOTS 72 - 78)



BUILDING ENVELOPE PLAN
(LOTS 79 - 85)

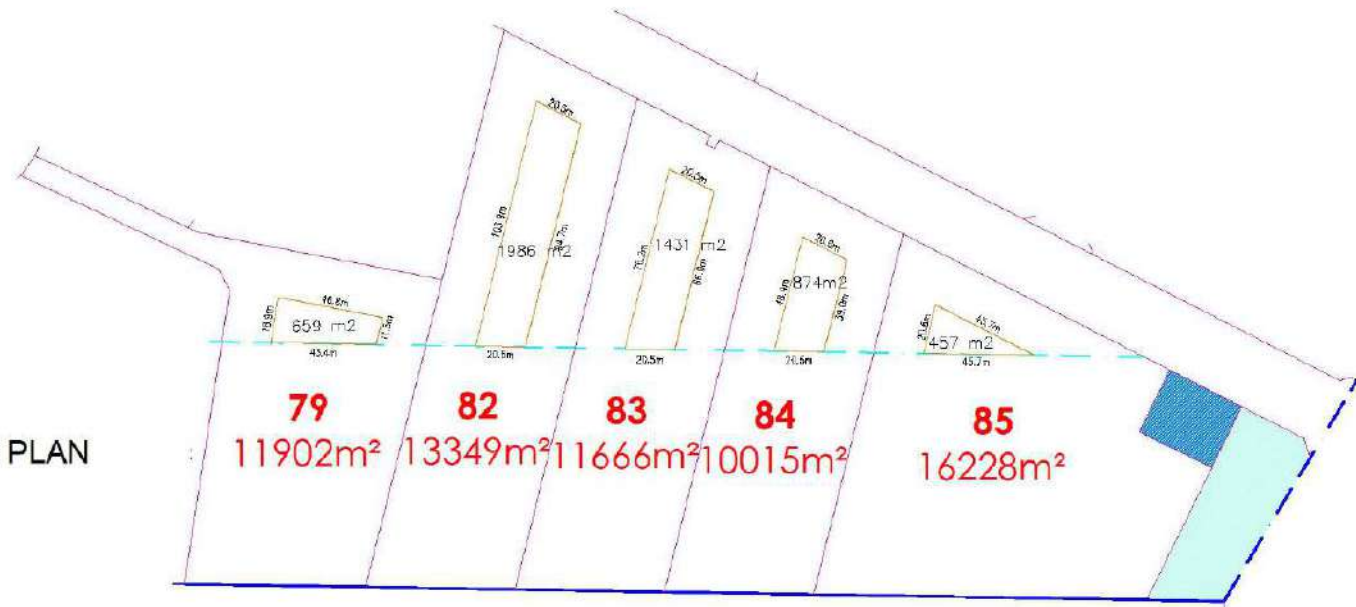


FIGURE 12
LOTS ON SOUTHERN BOUNDARIES
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

PAGE 12 of 12

LEGEND

- DRAINAGE BASIN
- BUILDING ENVELOPE
- WATER TANK FOR FIRE-FIGHTING
- 100m RURAL USE SETBACK

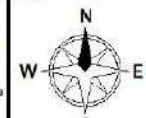
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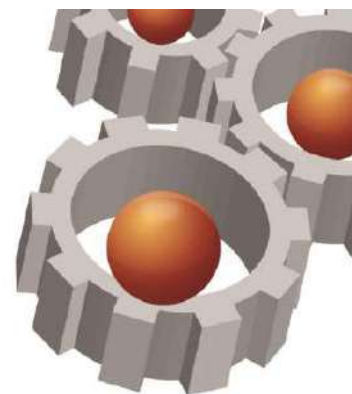
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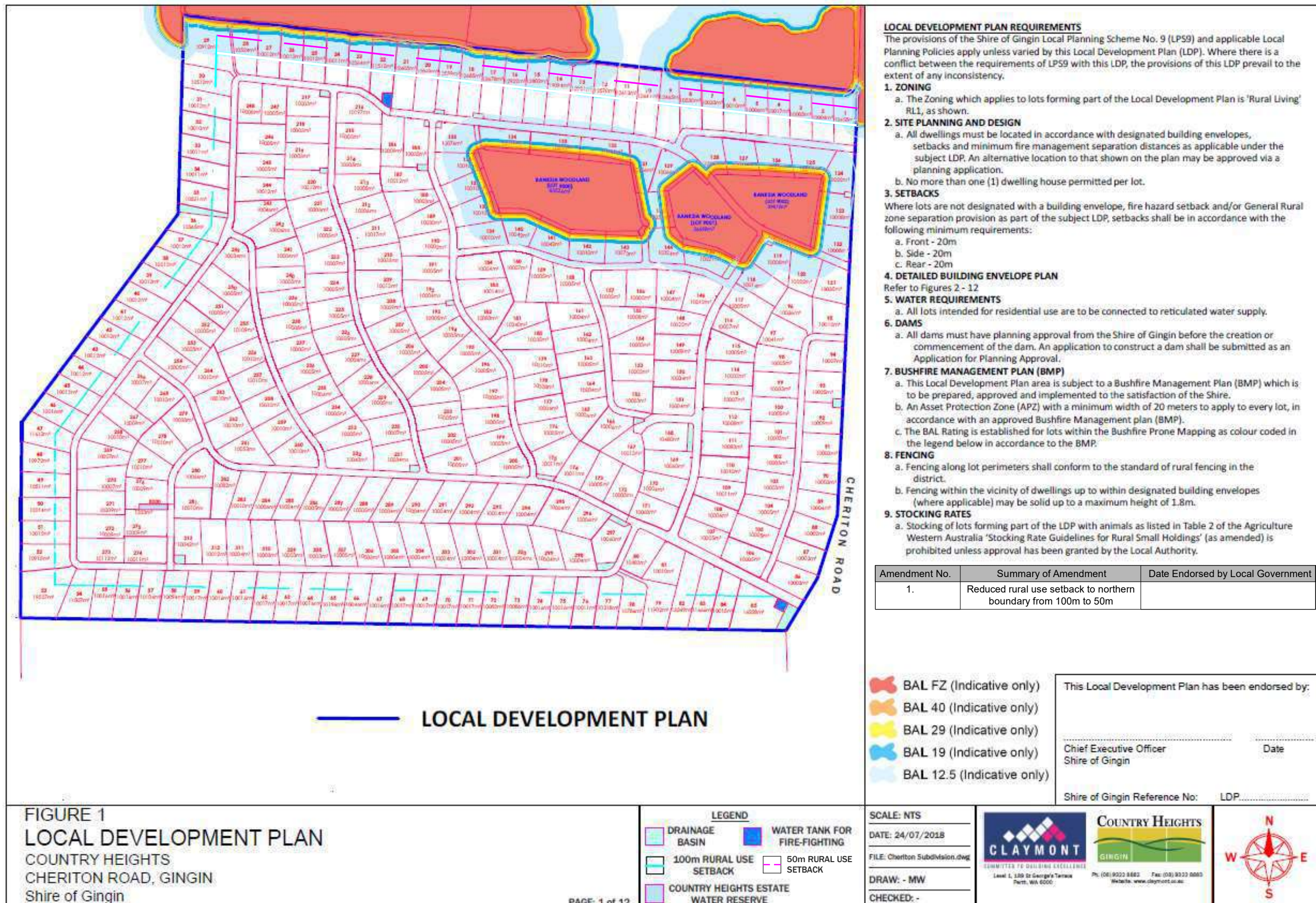
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19 JULY 2022**

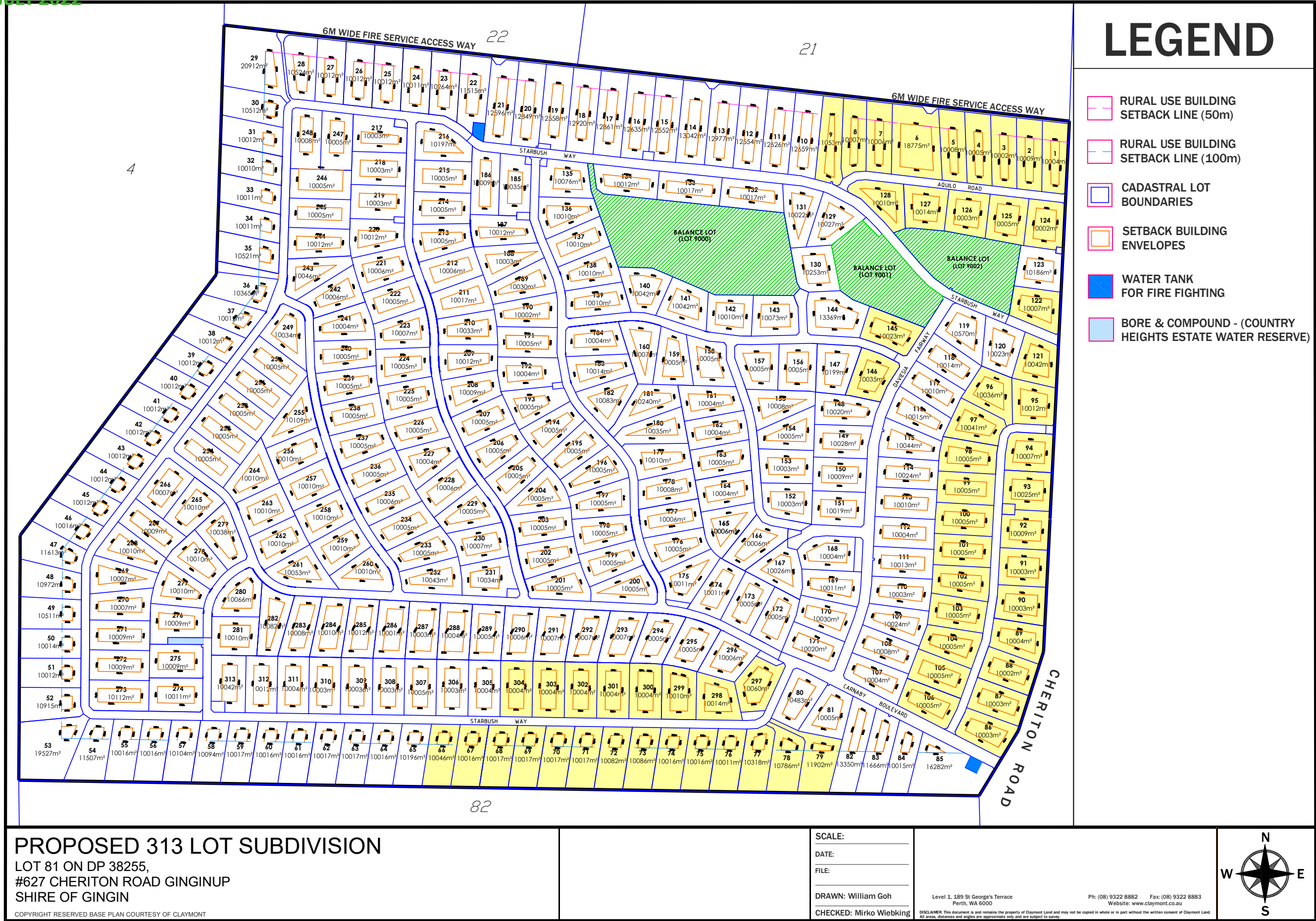


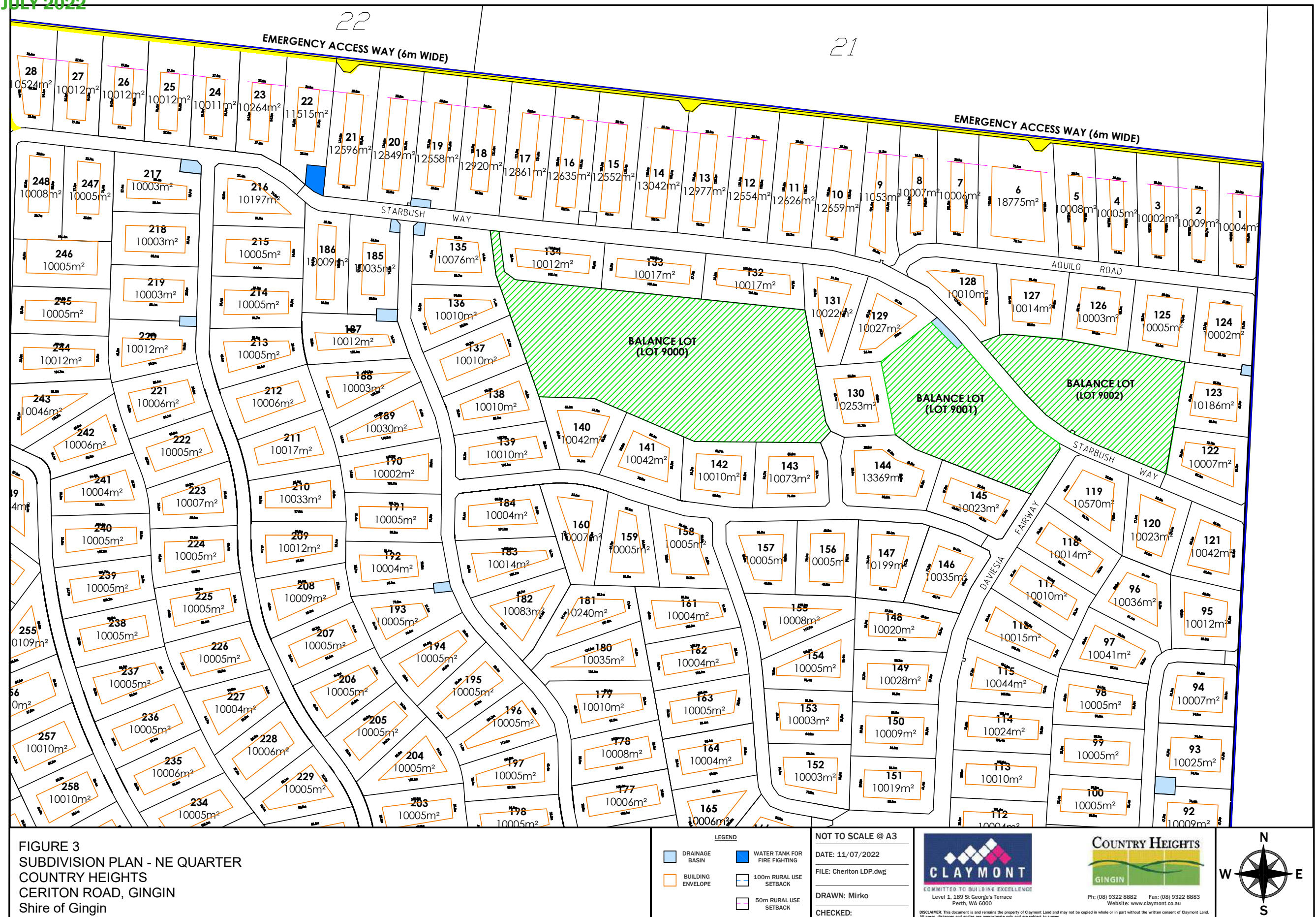
APPENDIX 13.1.1

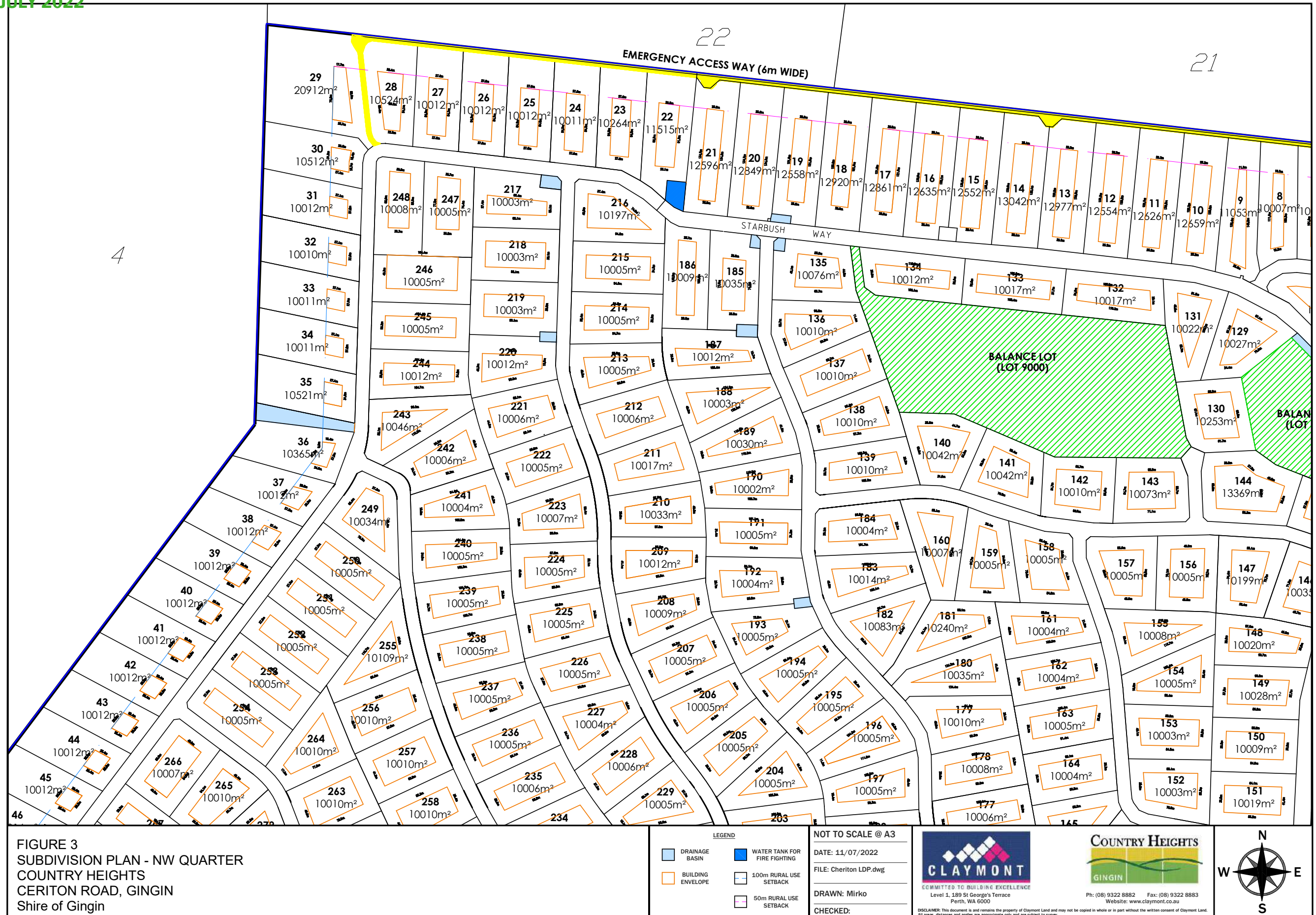


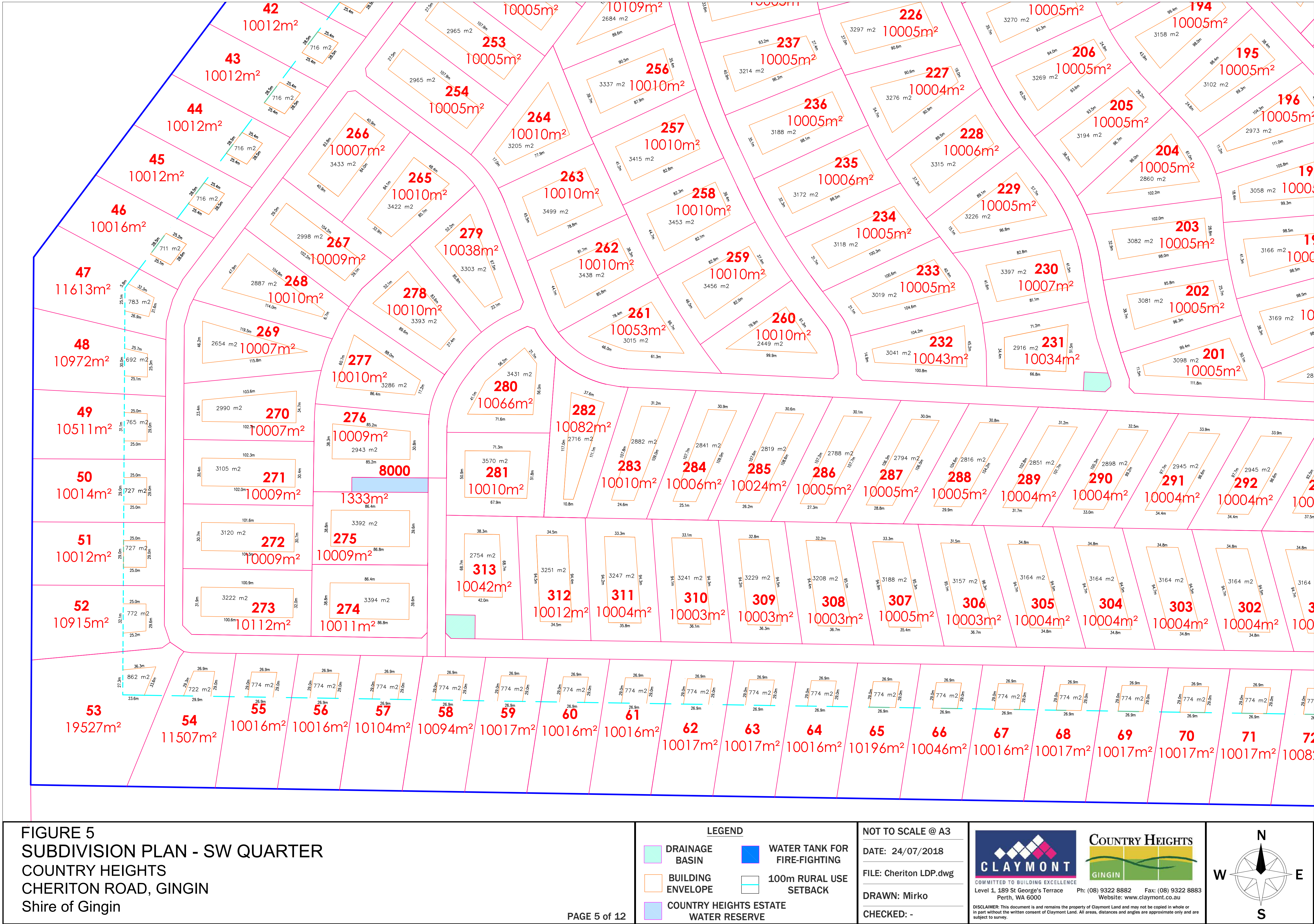
ATTACHMENT 2
Proposed Local Development Plan Amendment

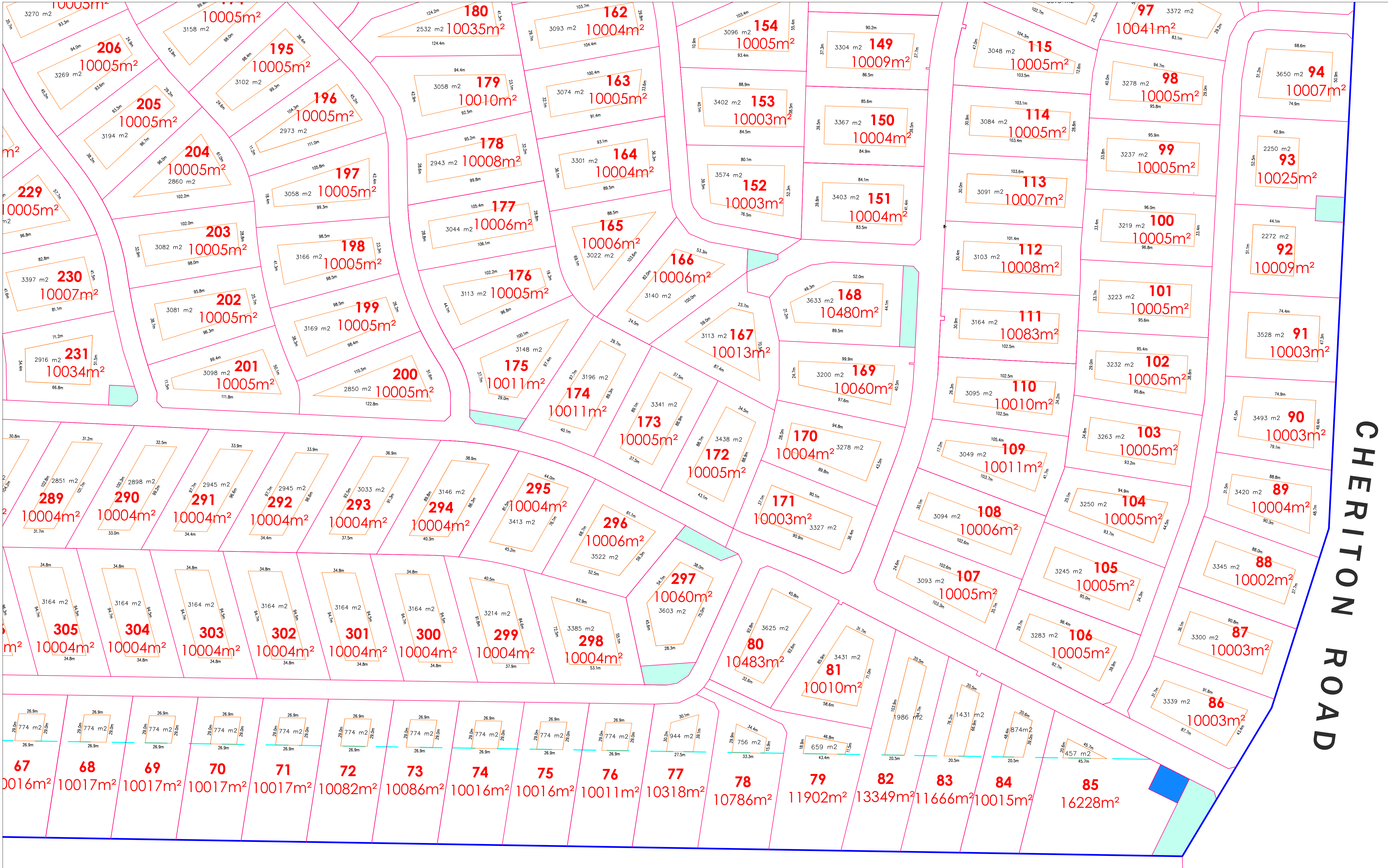












CHERITON ROAD

FIGURE 6
SUBDIVISION PLAN - SE QUARTER
COUNTRY HEIGHTS
CHERITON ROAD, GINGIN
Shire of Gingin

LEGEND

- DRAINAGE BASIN
- WATER TANK FOR FIRE-FIGHTING
- BUILDING ENVELOPE
- 100m RURAL USE SETBACK

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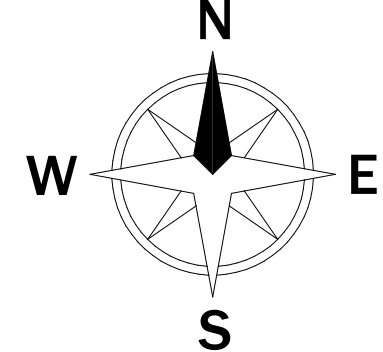


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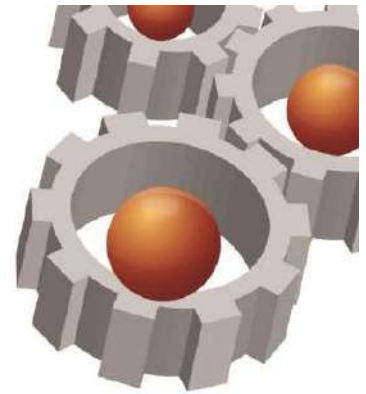
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19 JULY 2022**



APPENDIX 13.1.1



ATTACHMENT 3

Technical Note prepared by Bushfire Prone Planning

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admin@dynamicplanning.net.au

www.dynamicplanning.net.au



Level 1 159-161 James Street Guildford WA 6055
PO Box 388 Guildford WA 6935
P: 6477 1144 | E: admin@bushfireprone.com.au

Our Ref: 16804
Your Ref: 039

25 February 2022

Bryn Greenhalgh
Dynamic Planning and Developments Pty Ltd
Suite 15/29 Collier Road Morley WA

Dear Bryn

Re: The bushfire risk implications of reducing the rural setback (from 100m to 50m) that is applied to lot numbers 1 to 29 (along the northern boundary of the development site), as proposed in the application for an amended Local Development Plan at the Country Heights Estate (Lot 81 Cheriton Road, Ginginup).

The bushfire risk implications that I will address in this letter will be limited to any change in the exposure of future dwellings on these lots to the threats of flame contact, radiant heat and embers, from adjacent bushfire prone vegetation (onsite and offsite). This is the only factor, of those that establish overall risk from a bushfire event, that will change with the reduced setback.

Measuring the level of this exposure is achieved through the determination of the indicative bushfire attack level (BAL) for the future dwellings.

The approved BMP (v1.7 dated 21/3/17) - relevant established requirements and indicative BAL(s):

[Note: The potential offsite bushfire hazard extending along the northern boundary was classified as Woodland and a 0-5 degree effective slope applied. The only lots not exposed to this threat were lots 9-12 which are adjacent to a commercial olive orchard that was excluded from classification.]

- A 100m rural setback from the northern boundary of the planned subdivision was applied;
- A fire service access route of would be installed along the northern boundary (minimum 6 metre width);
- A landowner responsibility was created for the area of land within the setback on each lot, to be maintained to Asset Protection Zone specifications. This was additional to the minimum 20m APZ requirement surrounding each future dwelling that is established by the Shire of Gingin's annual Firebreak Order;

The purpose of this additional protection measure was to ensure that dwellings were exposed to lower threat levels from the onsite vegetation within this setback area, thereby increasing the level of safety to persons sheltering in the dwelling (from a bushfire event) - as part of the planning response to the lack of multiple vehicular access/egress routes;

- Each future dwelling on all lots would be able to establish the 20m APZ requirement (Shire of Gingin's annual Firebreak Order), to the extent possible within each lot, that would ensure a maximum indicative BAL rating of BAL-29 can be achieved; and



- The minimum separation distance from the classified vegetation adjacent to the northern boundary to future dwellings on lots 1 – 29 is 106 metres. Consequently, dwellings on these lots would be subject to a BAL-LOW rating from this vegetation. However, the BAL rating that would apply to construction may be different (up to BAL-29), dependent on the existence and location of any other classified onsite vegetation within the subject or neighbouring lots.

Reducing the rural setback to 50 metres - the change in indicative BAL ratings:

- Each future dwelling on lots 1 – 29 would be still able to establish the 20m APZ requirement (Shire of Gingin's annual Firebreak Order), to the extent possible within each lot, that would ensure a maximum indicative BAL rating of BAL-29 can be achieved; and
- The minimum separation distance from the classified vegetation adjacent to the northern boundary to future dwellings on lots 1 – 29 would now be 56 metres. Consequently, dwellings on these lots would be subject to a BAL-12.5 rating from this vegetation. However, as with the 100m setback, the BAL rating that would apply to construction may be different (up to BAL-29), dependent on the existence and location of any other classified onsite vegetation within the subject or neighbouring lots.

My comments regarding the bushfire risk implications of the reducing the setback:

1. The increase in the potential lowest BAL rating (and required construction standard) that would apply to the dwellings on lots 1 - 29 (from BAL-LOW to BAL-12.5), is not significant in terms of cost but would result in a dwelling that is much better suited to existing in that location. Their vulnerability to the most relevant bushfire threats of ember attack (from the fire front and any consequential fire within the APZ) and radiant heat (from consequential fire that may exist within the APZ), is significantly less;

Supporting this comment is the fact that while AS3959:2018 considers "there is insufficient risk to warrant any specific construction requirements ..." past 100 metres from classified vegetation (50m for Grassland), embers do travel significantly longer distances. The Woodland vegetation to the north is likely to produce embers that can travel ahead of a fire front. Consequently, in my opinion, BAL12.5 would be a more appropriate minimum rating that should be applied to construction in locations with ember producing vegetation in the vicinity anyway;

2. Reducing the area of each subject lot that exists within the setback by 50% makes it more likely that all or a greater portion of this land will actually be managed to a minimal fuel, low threat state at the critical times (the bushfire season) as required by the BMP. This improved management is a consequence of the impracticality of larger area management and the variability of persons application to this requirement; and
3. The potential location of a dwelling further to the north on lots 1 – 29 will result in longer private driveways. These can still comply with the technical requirements established by the current Guidelines for Planning in Bushfire Prone Areas (for development within lots). Also, the extra distance to travel will typically exist through Grassland fuels (quite likely grazed to low fuel levels) that present a lower threat levels and not require a significantly extra time to traverse.

In summary, the proposed reduction in rural setback from 100m to 50m will not increase the bushfire risk to persons and property. The increase in exposure to the bushfire hazard is small and offset by the decrease in building vulnerability when built to BAL-12.5 requirements, and the potentially reduced threat from the better maintained smaller area of bushfire prone vegetation within the setback area of lots 1 - 29.

If you wish to discuss this further, please do not hesitate to contact me.

Yours sincerely

Mike Scott

Director Bushfire Prone Planning

13.2 SOUTH WEST NATIVE TITLE SETTLEMENT - LAND BASE CONSULTATION 927

File	CPT/2
Author	Kylie Bacon - Coordinator Strategic Planning & Projects
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	16 November 2021 - Item 13.5
Appendices	1. Location Plans Land Base Consultation 927 [13.2.1 - 12 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a proposal for the transfer of lots identified in Table 1 (below) and on the location plans in **Appendix 13.2.1** to the Noongar People under the South West Native Title Settlement (the Settlement).

BACKGROUND

The State of Western Australia has committed to allocating up to 320,000 hectares of Crown land to the Noongar People to create the Noongar Land Estate, in accordance with the six registered Indigenous Land Use Agreements (ILUA) for the Settlement. The ILUAs were registered at the Native Title Tribunal on 17 October 2018 and required legal processes are occurring.

The Department of Planning, Lands and Heritage (DPLH) is responsible for undertaking an identification and assessment process for land parcels within the boundaries of the Settlement. This process includes referring land to relevant agencies for comment.

Land to be transferred to the Noongar Land Estate (NLE) includes Unallocated Crown Land (UCL), unmanaged reserves and Aboriginal Lands Trust (ALT) properties. The subject lots (19 in total) are zoned under the Shire of Gingin's Local Planning Scheme No. 9 (LPS 9). It is understood, however, that any future land proposal would be subject to the same statutory planning provisions as all other land in the Shire.

It should be noted that land rates may apply to some of the subject lots. Organisations seeking exemption from rates in accordance with section 6.26 of the *Local Government Act 1995* (the Act) are required to make application in writing. If the freehold land is used for a commercial purpose or leased for a commercial enterprise, it will not be exempt from rates.

DPLH has outlined the following questions below for Council's consideration and comment.

1. Is the Shire supportive of the transfer of this land to the Noongar People under the Settlement?
2. Does the Shire have any interest in the land?
3. Does the Shire have existing or planned infrastructure within the land parcel that requires protection? If yes, please provide details and advise if access to this infrastructure will need to be maintained.
4. Is the land parcel subject to any mandatory connection to services?
5. Are any future proposals for the land identified? Please provide detail of what is proposed and in what timeframe?
6. Are there any future proposals for adjoining land that may affect the land identified in the spreadsheet? If so, in what timeframe?
7. Please advise of any proposed planning scheme amendments that may affect the zoning of this land at a State or local government level. If a scheme amendment is to occur, what is the change proposed and when will it come into effect?
8. Please advise of any known land management issues such as site contamination, hazards, debris or rubbish dumping, unauthorised land use and environmental considerations (such as inundation or similar site constraints).

Due to insufficient consultation time being provided, the above questions could not be appropriately answered with an informed response. This is discussed in more detail below.

COMMENT

Table 1 below outlines the lot particulars and LPS 9 zoning:

Lot Details	Area (Hectares)	Tenure Details	LPS 9 zoning
Lancelin PIN 571207 – Lot 7268 – DP 210153	477.48	UCL	Parks and Recreation Special Control Area No. 2 – Public Drinking Water Source Areas Special Control Area No. 3 – Basic Raw Materials Area Parts subject to inundation
Lancelin PIN 571353	7.13	UCL	General Rural
Lancelin PIN 11140402, Lot 14898, DP 36327	7.93	UCL	Parks and Recreation Subject to inundation

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

Lancelin PIN 12339953, 8A HOPKINS STREET, LANCELIN, Reserve 33549, Lot 703, DP 415898	2.09	RESERVE CONSERVATION	Environmental Conservation Reserve Subject to inundation
Lancelin PIN 11937390, Reserve 53456, Lot 500, DP 70780	11.66	RESERVE CONSERVATION	Parks and Recreation Subject to coastal erosion and inundation.
Lancelin PIN 984250, Lot 846 Casserley Way, Lancelin, DP 188914	3.67	FREEHOLD CROWN	Residential R20 Subject to inundation
Lancelin PIN 984248, Lot 844 Casserley Way, Lancelin, DP 188914	2.94	FREEHOLD CROWN	Residential R20 Subject to inundation
Ledge Point PIN 11199201, Lot 746, DP 3869	112.63	FREEHOLD CROWN	GENERAL RURAL, MIXED BUSINESS, TOURISM, PARKS AND RECREATION ROADS Abuts land to the west that is subject to coastal erosion and inundation, therefore lot can potentially be subject to inundation.
Ledge Point PIN 1079512, Lot 613, DP 218304	0.35	FREEHOLD CROWN	MIXED BUSINESS
Breton Bay PIN 573769, Reserve 50091, Lot 5274, DP 163372	234.36	RESERVE POWER STATION SITE	General Rural
Red Gully 1566 MOGUMBER RD W , RED GULLY	518.76	RESERVE CONSERVATION OF FLORA AND FAUNA	General Rural

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

PIN 11032610. Reserve 46899, Lot 14529, DP 32436			
Red Gully PIN 938331 & PIN 11067952, Reserve 33032, Lot 5384, DP 206477	40.75 & 30.59	RESERVE STOPPING PLACE FOR TRAVELLERS	Parks and Recreation
Boonanarring PIN 576461	2.02	UCL	Parks and Recreation General Rural
Beermullah PIN 11787536, Lot 502, Whitfield Springs Road, DP 59680	362.17	UCL	General Rural
Beermullah PIN 576558	31.03	UCL	General Rural
Muckenburra PIN 12150532 & 12150534, Reserve 25431, Lot 3463 DP 404421	2.17 & 64.12	RESERVE – PUBLIC UTILITY	Parks and Recreation
Wilbinga PIN 577395	714.09	UCL	Conservation

Consultation Period

The Shire received from DPLH the consultation list on the 8 June 2022 with a response required by 18 July 2022. Considering the amount of land parcels being considered (19 in total), there has been insufficient time to research each land parcel, consult with appropriate parties and meet the council deadline to be able to provide an informed response.

As such, this has formed the basis to not support the proposed land transfer to the NLE until this research has been completed and any implications better understood .

Land Use Management

The land will be held and managed for a broad range of purposes across the entire Southwest Land Division. The size, location and cultural value of the land will inform future land use. Large areas of bushland will likely be managed for conservation of Aboriginal heritage and environmental values, caring for country, cultural tourism and cultural activities. The Noongar Regional Corporations will coordinate management of these properties. Smaller areas of land and those properties that are located within townsites may be utilised for economic development, housing, enterprise, wellbeing programs, aged care or similar to meet the strategic aspirations of the Noongar population in that area. A small portion of the Noongar Land Estate will be purely for development purposes and will generate an income. Regardless of tenure, the Trustee and Noongar Boodja Land Subsidiary will comply with the existing statutory framework for each land parcel across the entire Noongar Land Estate.

The Noongar Boodja Trust Deed sets out how the Trustee and future Noongar Regional Corporations will make decisions about the use of land for cultural and development purposes. The Noongar Boodja Trust will be required to meet the standard costs, including rates and service charges, associated with owning and managing freehold land. Furthermore, the Noongar Land Base Strategy (of the Indigenous Land Use Agreements) sets out what land can be allocated and how this will happen.

Native Title Act 1993 provides for access by native title holders to crown lands for Aboriginal customary activities. *Conservation and Land Management Act 1984* provides for Aboriginal customary activities on conservation estate lands. Consistent with this legislation, Settlement provisions ensure continued legal access by the Noongar traditional owners for customary activities on crown lands including public drinking water source areas, and conservation estate.

The Shire acknowledges the above position with respects to its land use management, however with specific land parcels being considered for transfer, the Shire considers that there is a lack of information provided to be appropriately informed.

Coastal Land Parcels

There are identified land parcels along the coast and within coastal townsites that are considered to be valuable public open space and hold high public value also. Furthermore, as the coastal towns within the Shire are the subject of coastal erosion and inundation, lots should be considered to be retained in the event land swap becomes a viable long-term option, in dealing with these issues.

Lastly, Ledge Point has been identified as a location for a future boat ramp/marina. Land parcels within the townsite should be strategically planned for so as not to compromise the future growth of the town. The Shire cannot support proposals that do not have a clear strategic direction.

STATUTORY/LOCAL LAW IMPLICATIONS

Noongar (Koorah, Nitja, Boordahwan) (Past, Present, Future) Recognition Act 2016
Land Administration Act 1997

Part 2 – General administration

Division 2 – Covenants and conditions and their enforcement

Section 14 – Minister to consult local governments before exercising certain powers in relation to Crown land

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council not support the transfer of lots identified in Appendix 13.2.1 to the Noongar People under the South West Native Title Settlement at this time for the following reasons:

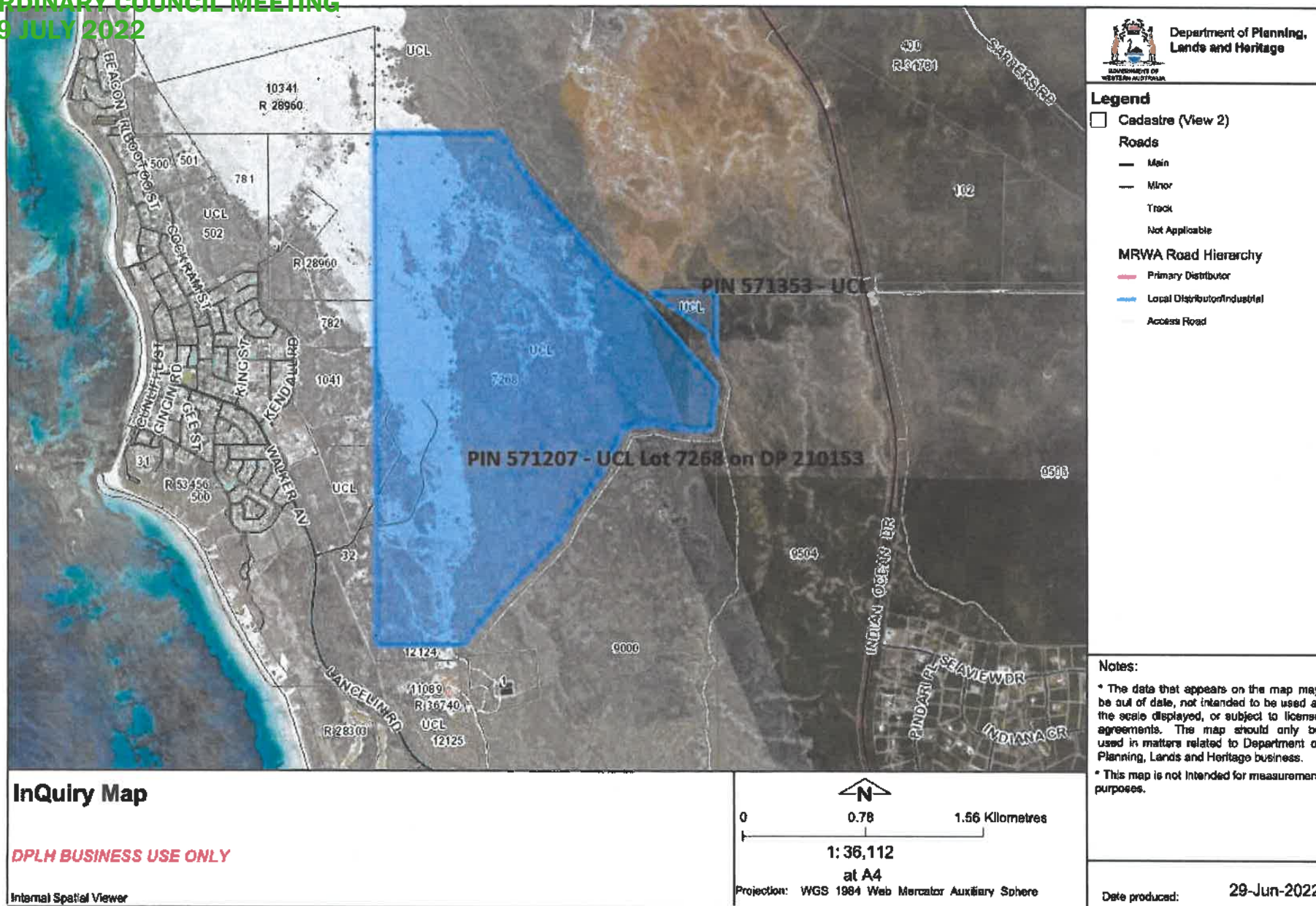
1. The consultation period was insufficient to allow the provision of an informed decision and response to the Department of Planning, Lands and Heritage;
2. The Shire of Gingin was not informed as to what the Noongar Land Estate intends to do with the land parcels once transferred;
3. Initial research indicates that:

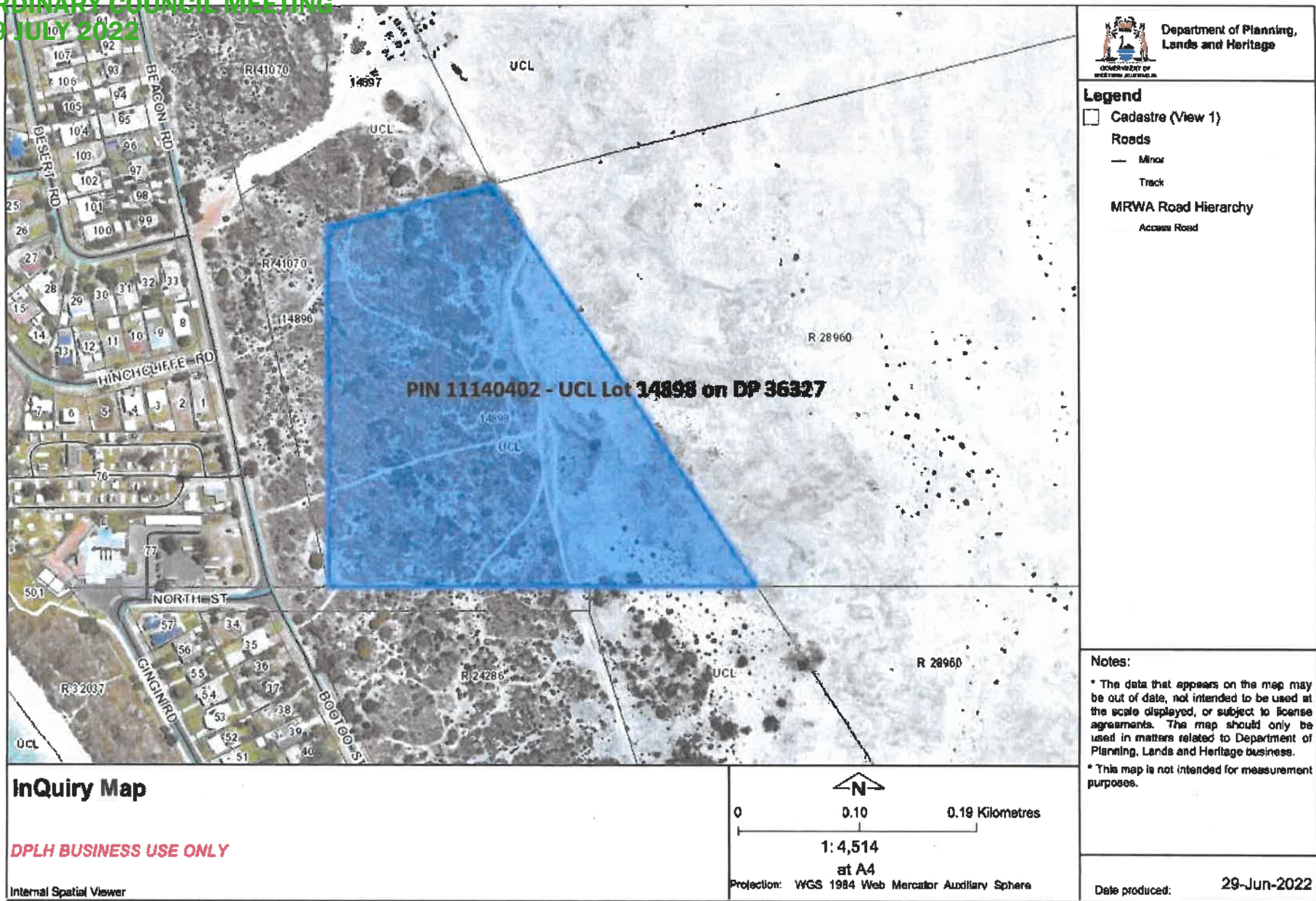
- a. Large tracts of land along the coast and within the coastal towns are considered to be valuable public open space and of high public value;
- b. The transfer of PIN 11199201 (Lot 746) and PIN 1079512 (Lot 613) UCL north of the Ledge Point townsite could compromise the growth of the town with respect to the future boat/marina harbour proposal;
- c. The State should consider retaining lots within coastal towns in the event that land swap becomes a viable long term option in dealing with coastal erosion and inundation issues; and
- d. Large tracts of bushland identified in rural areas would require management in terms of fire, weeds and feral animals.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

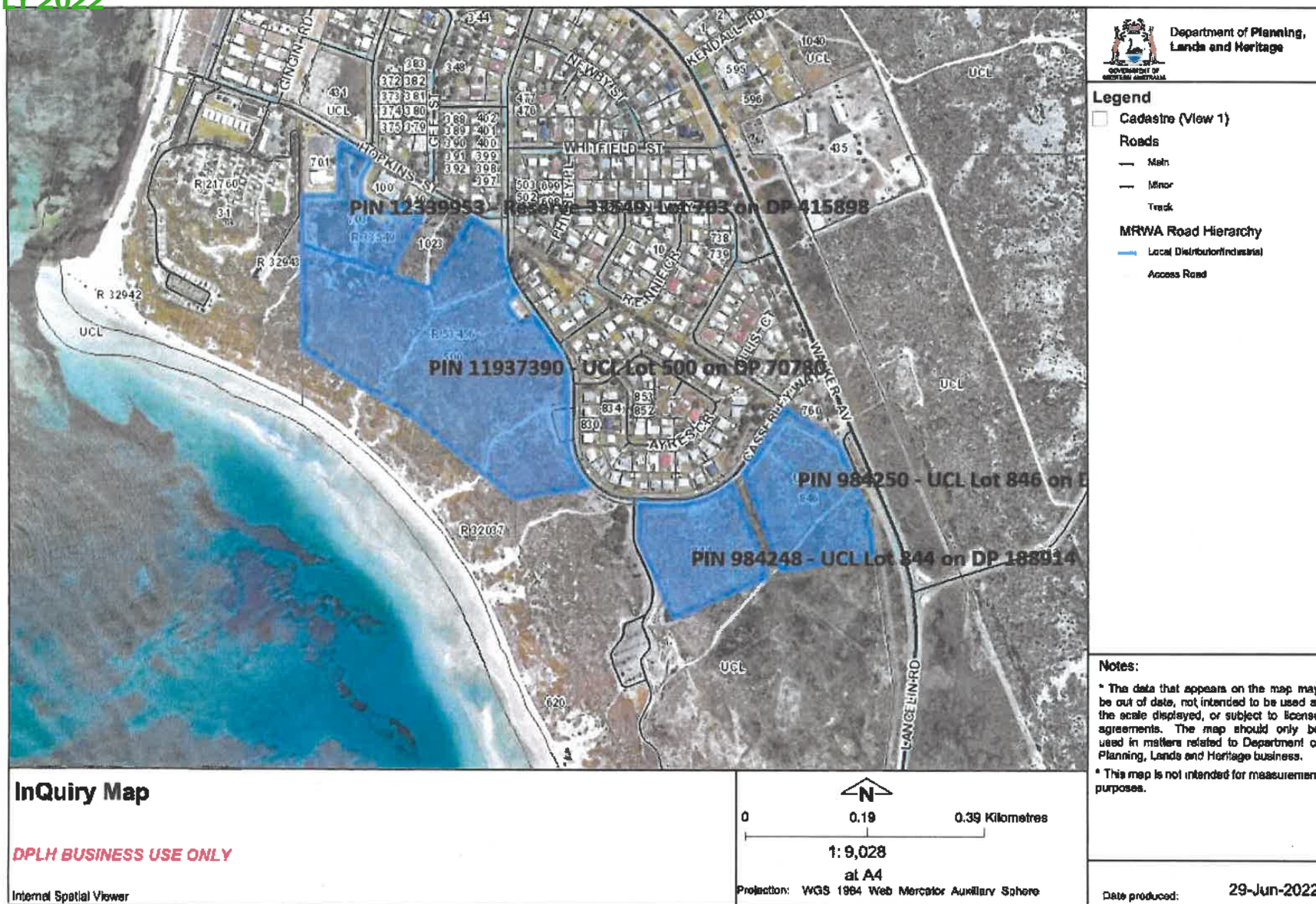
AGAINST: *Nil*

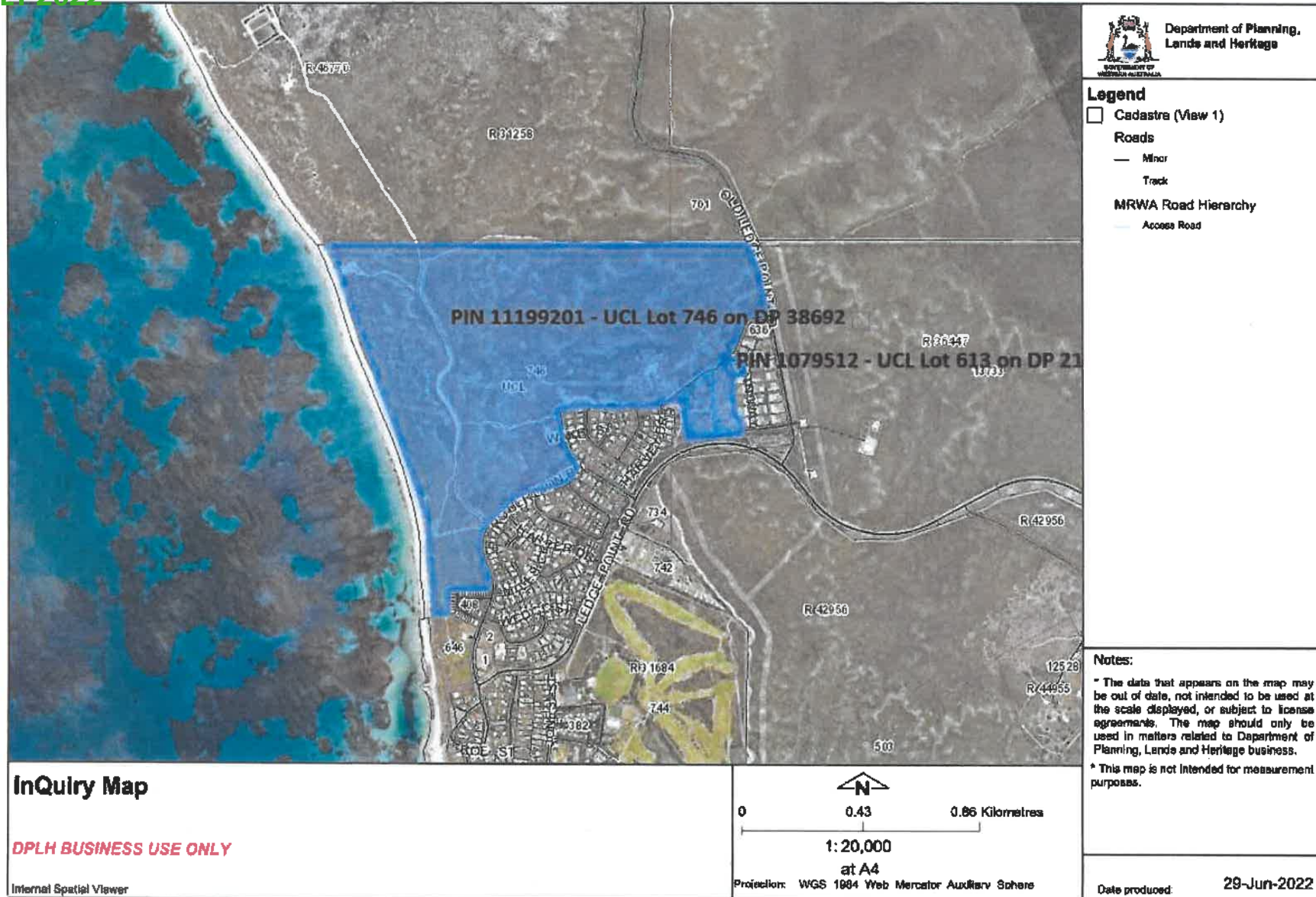


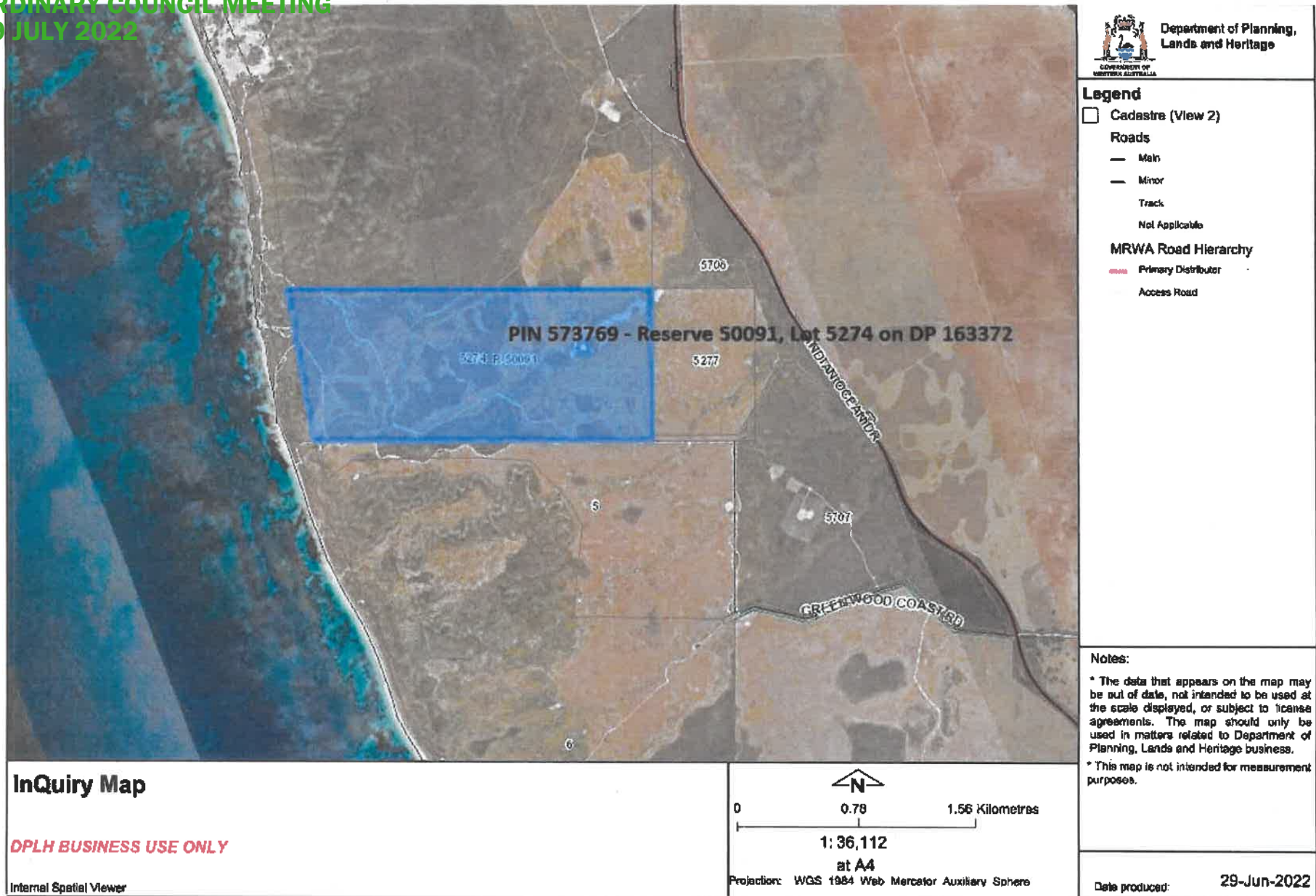


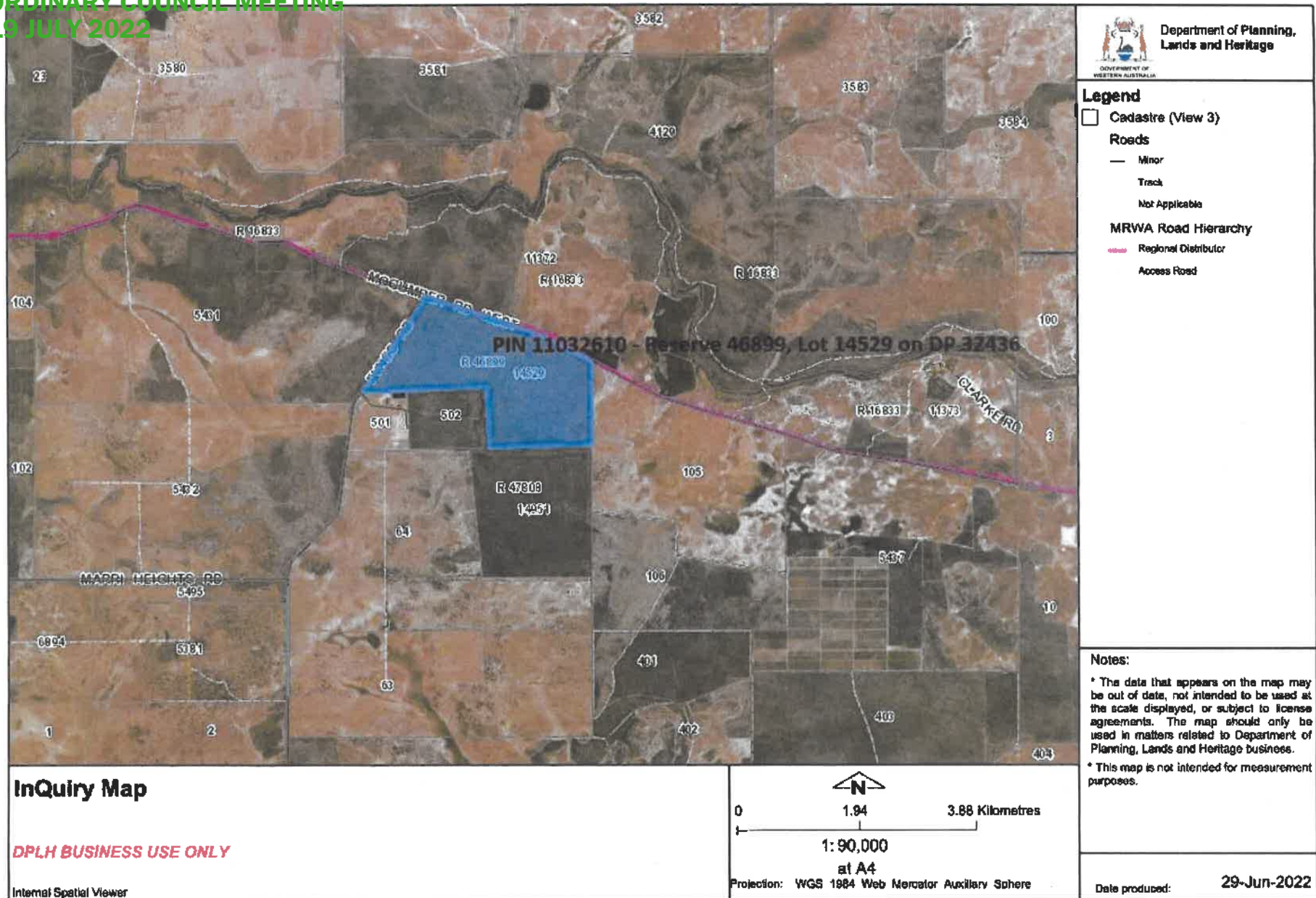
MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

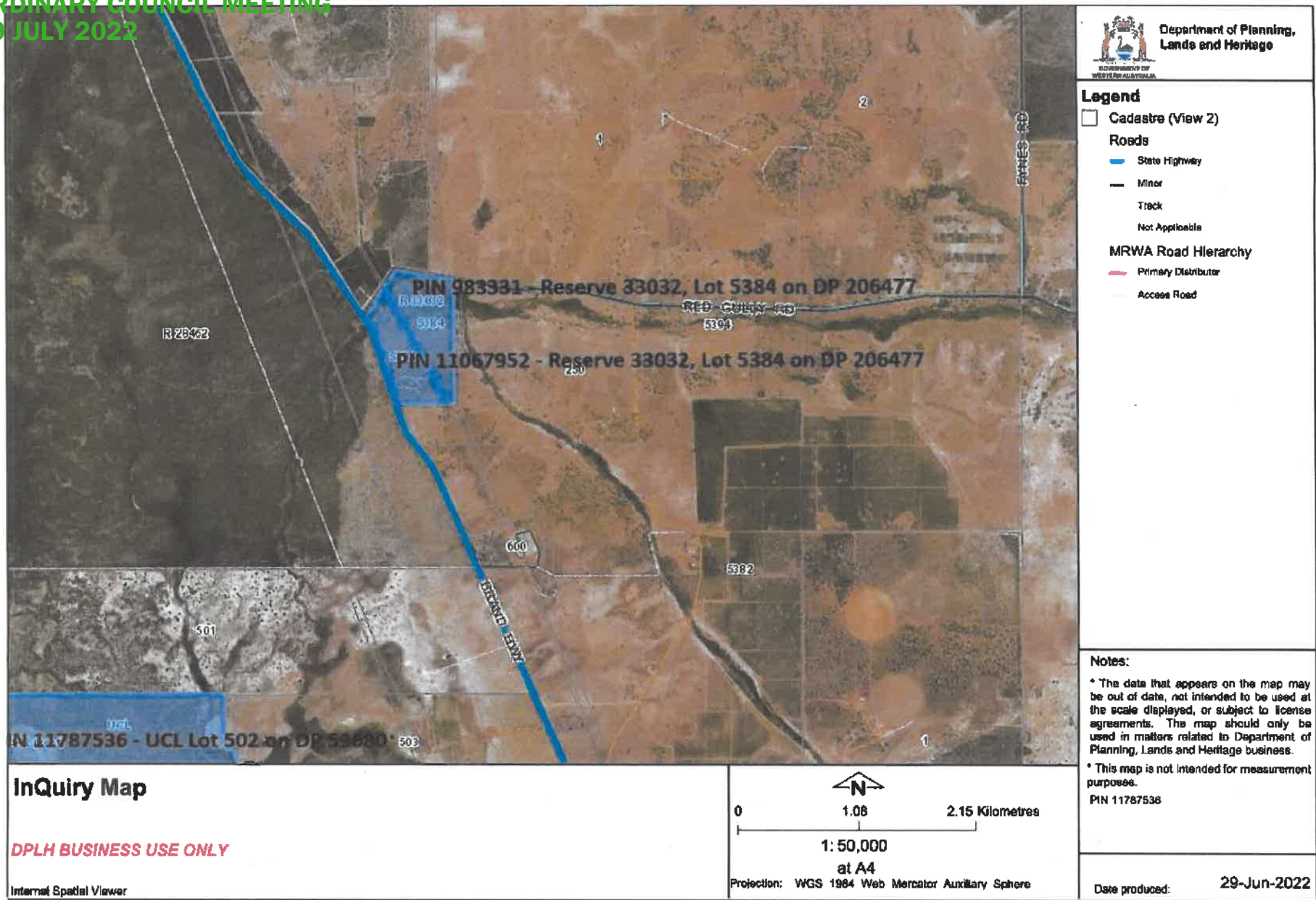
APPENDIX 13.2.1

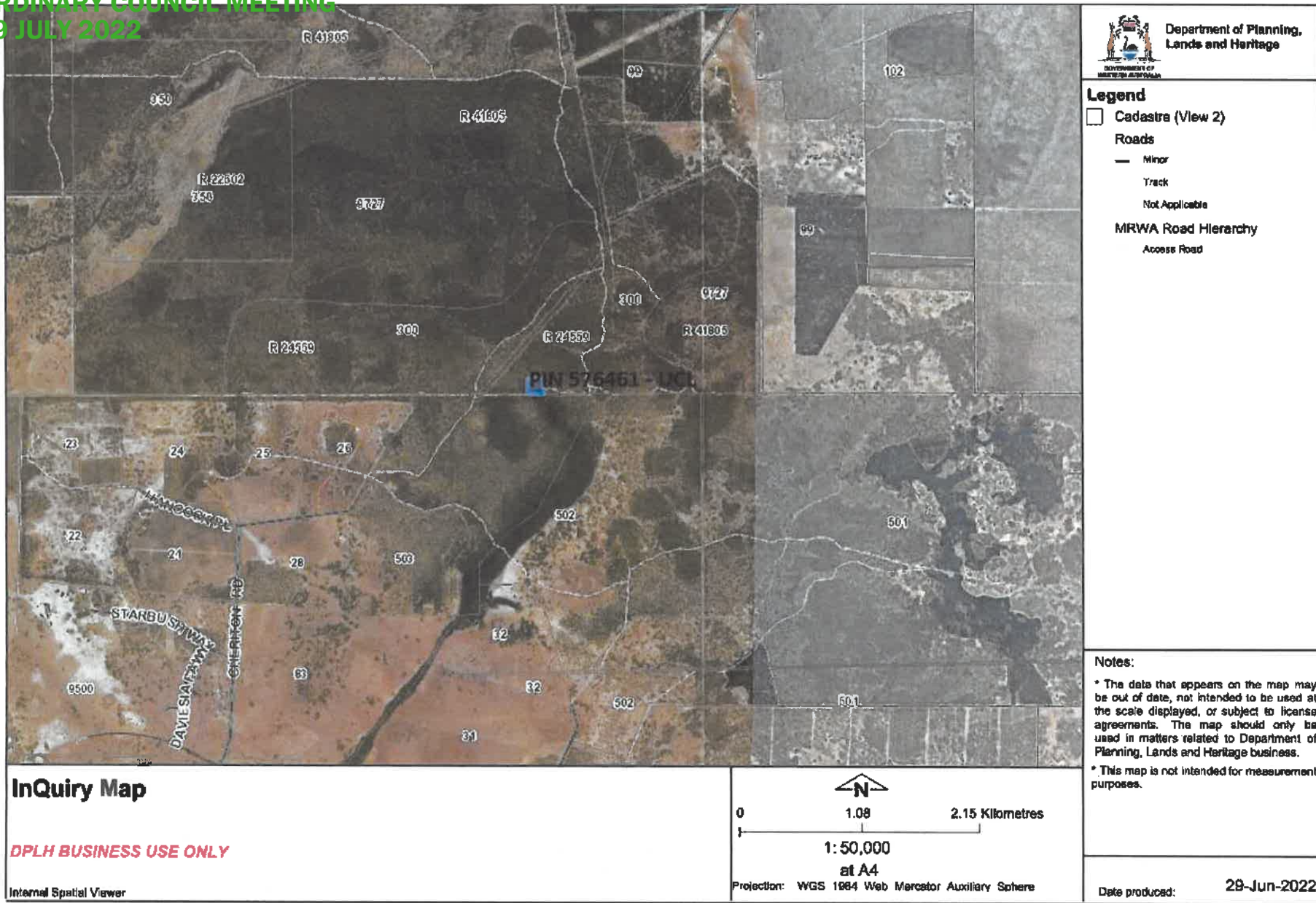


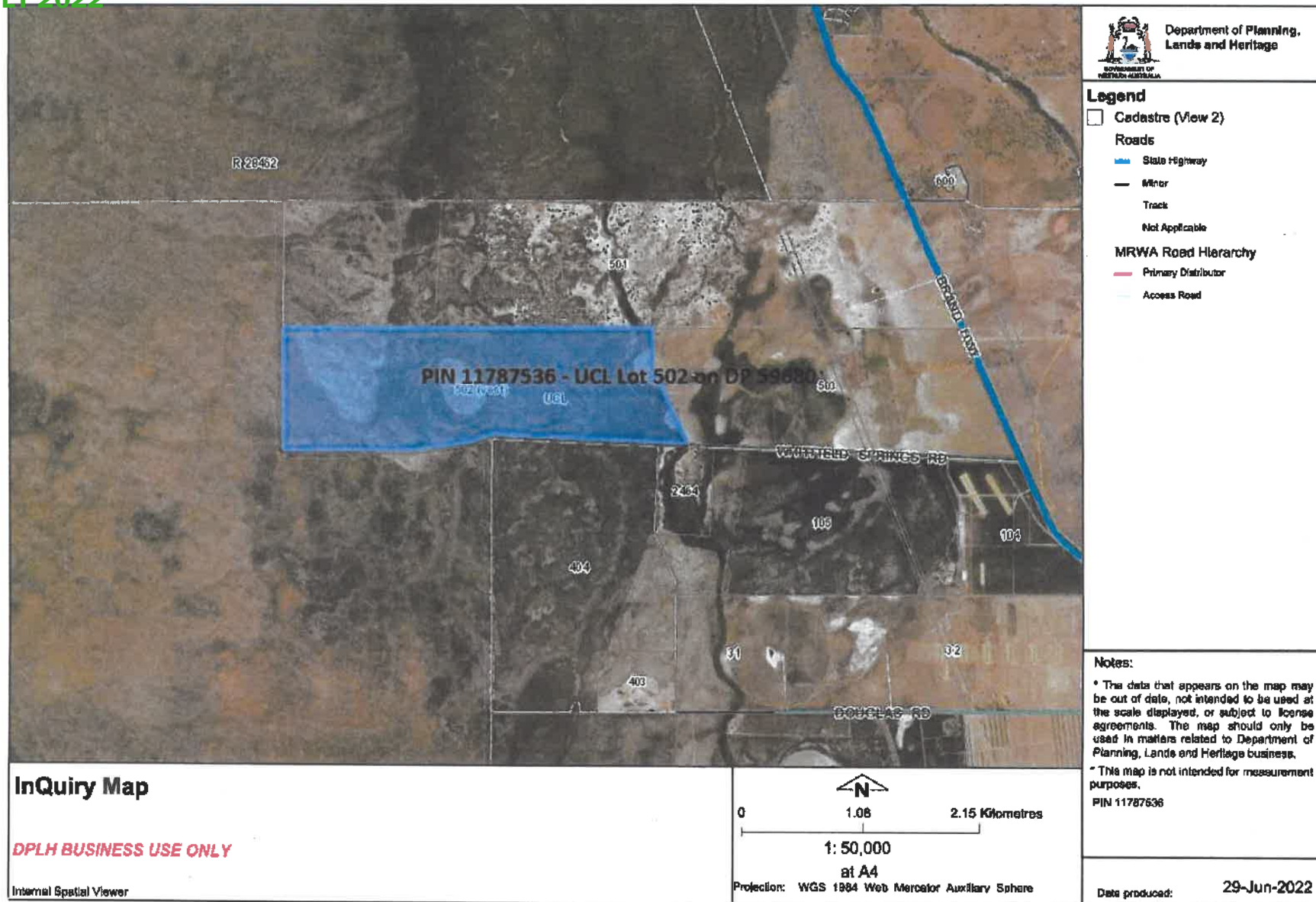


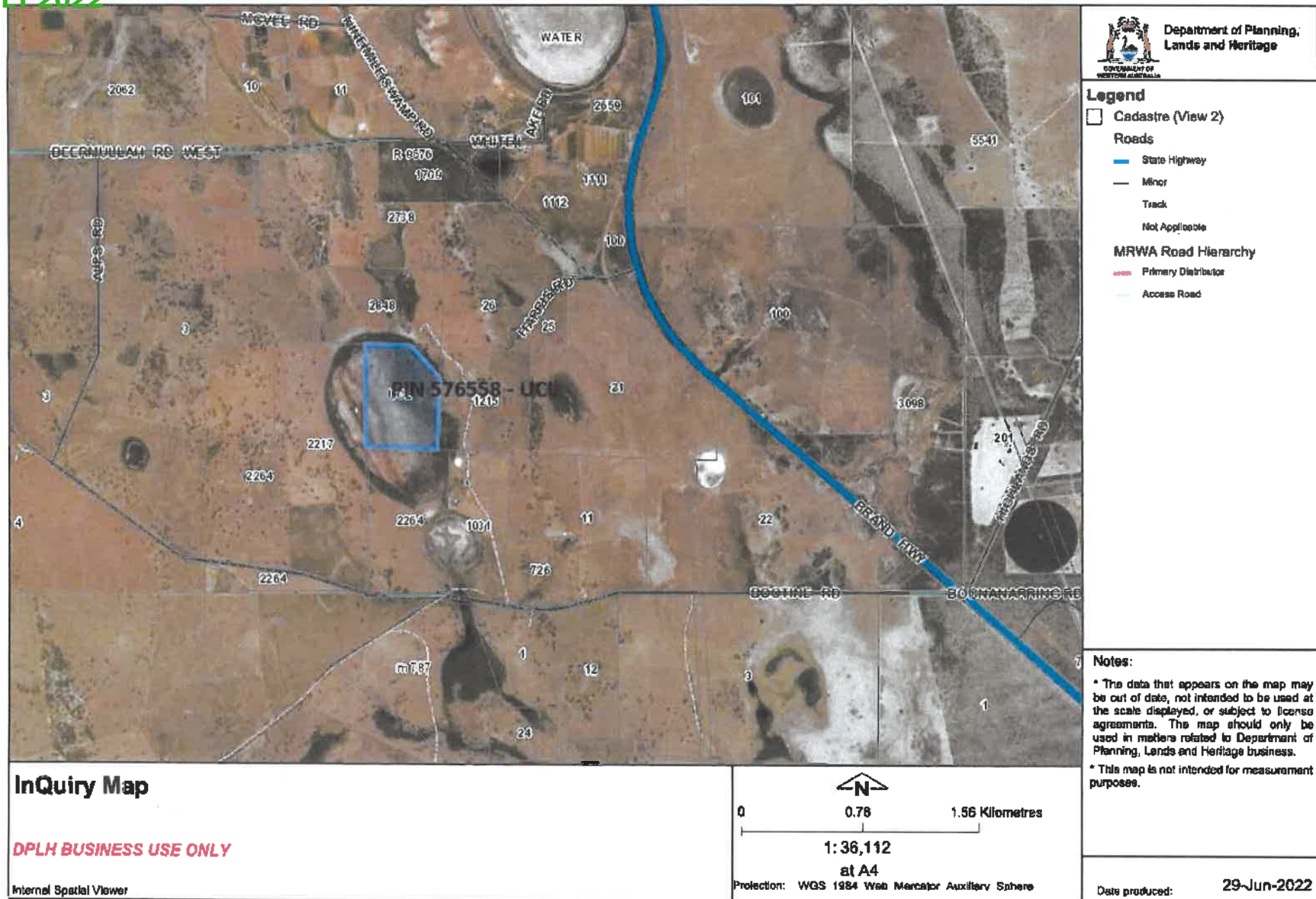


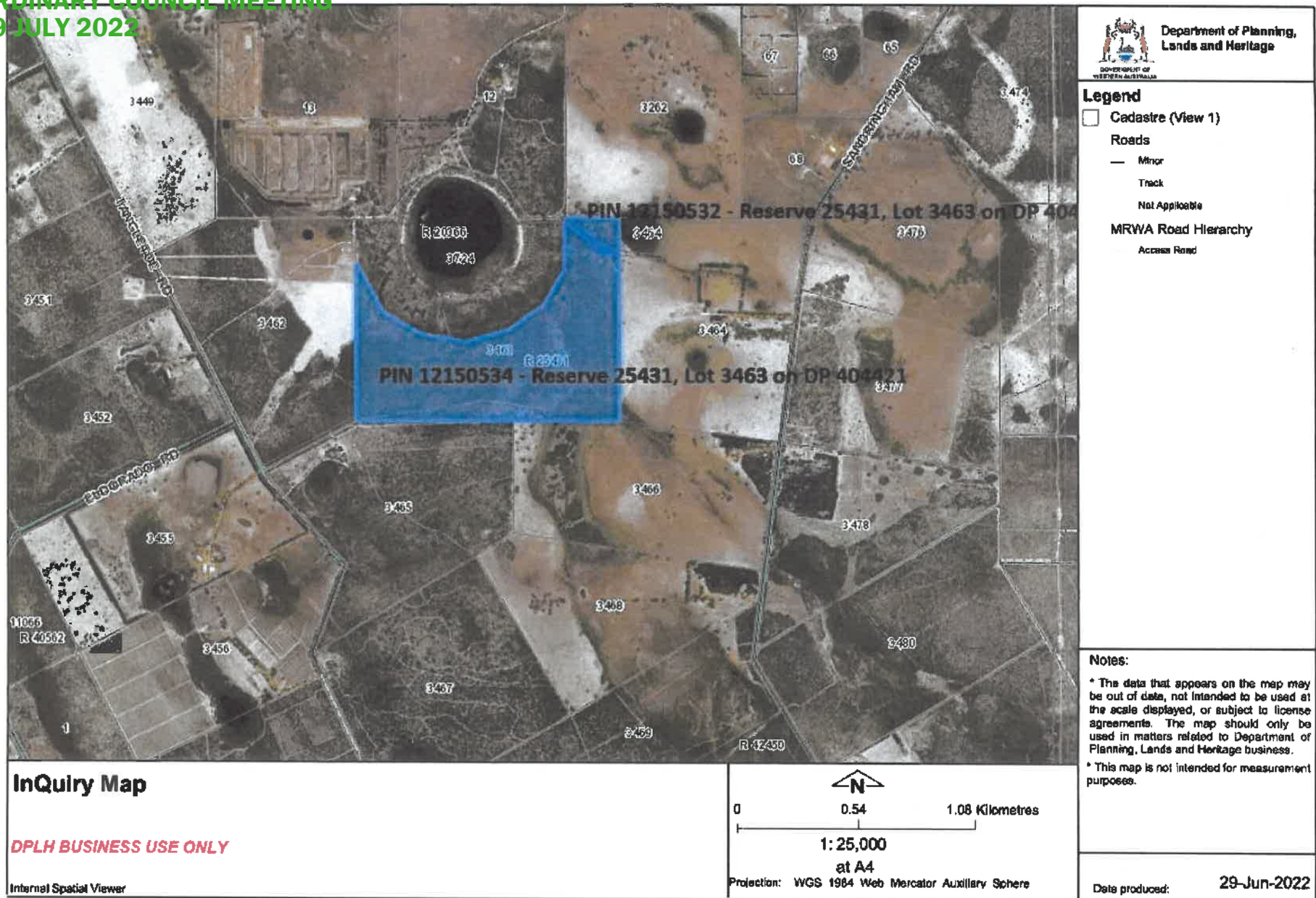


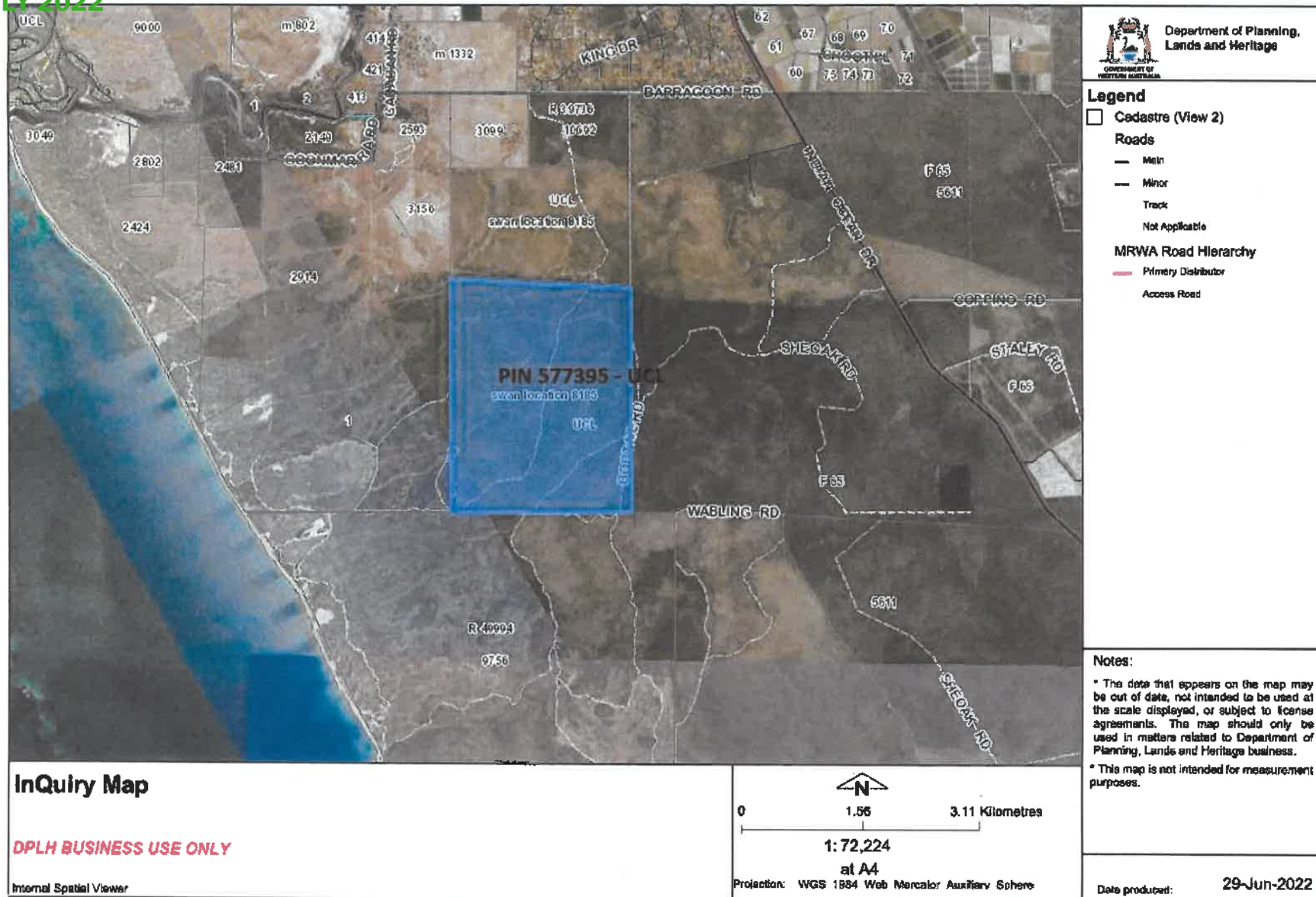












13.3 REQUEST FOR REMOVAL OF LOCKED GATE ACROSS LEFROY STREET, GINGIN

Kylie Bacon (Coordinator Strategic Planning) left the meeting at 4:06pm.

Sharon Smith (Coordinator Ranger Services) entered the meeting at 4:07pm.

File	BLD/5726
Applicant	Kim Gray and Brigitte Gray
Location	Lefroy Street, Gingin
Owner	Crown
Zoning	Road Reserve
WAPC No	NA
Author	James Bayliss – Coordinator Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Location Plan [13.3.1 - 1 page] 2. Schedule of Submissions and Recommended Responses (2) [13.3.2 - 3 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a request to remove the existing locked gates across a portion of Lefroy Street, Gingin.

BACKGROUND

This matter has a lengthy background that has been segregated into various components as follows:

Lefroy Street Alignment

The eastern extent of the sealed portion of Lefroy Street terminates between Lot 2 (63) Lefroy Street, Gingin and Lot 73 (44) Lefroy Street, Gingin. However, the Lefroy Street road reserve continues east for approximately 130 metres and terminates in close proximity to where it abuts the Gingin Brook. The 130-metre stretch of unmade road reserve consists predominantly of grassland with an informal access track that leads to the Gingin Brook.

Lot 53 (63) Lefroy Street, Gingin – Legal Access Issue

On the opposite side of the Gingin Brook (eastern side) is Lot 53 (63) Lefroy Street, Gingin (Lot 53), currently under the same ownership as Lot 2 (63) Lefroy Street, Gingin.

This matter has been instigated as a result of Lot 53 being advertised for sale by the applicants. It was identified during a prospective purchaser's due diligence that the property does not have legal access over the Gingin Brook, rendering the property inaccessible.

The Shire sought clarification from the Department of Planning, Lands and Heritage (DPLH) in relation to the access and the following response was received:

The current method of accessing Lot 53 on Diagram 5395 via UCL Parcel ID Number (PIN) 577093 and waterway PIN 1250085 is not considered legal access as there is no abutting dedicated road reserve. If the Shire is interested in formalising legal access to Lot 53, an easement over the UCL and waterway would be required. I will note that given the UCL land parcel is located within the boundaries of the South West Settlement (SWS) area, the land may be considered to be included into the Noongar Land Estate (NLE) as part of the SWS Handover Package.

The DPLH subsequently provided the following comments 6 weeks later:

In regard to the below email chain, the landowner of Lot 53 on Diagram 5395 (Kim Gray) has formally submitted a proposal to this Department requesting an easement over a portion of Unallocated Crown Land (UCL) and Water (Gingin Brook) to formalise legal access to Freehold Lot 53 via Lefroy Street, Gingin.

Our internal South West Settlement team has advised that the UCL and Water are not under investigation for inclusion into the Noongar Land Estate meaning the proposal can be investigated.

On that basis, the Shire is aware that the applicants are seeking an easement over the relevant portion of the Gingin Brook. This report seeks to provide the DPLH with Council's position on the access matter, amongst other things.

It should also be noted that this access anomaly was identified in 2008, with the then Chief Executive Officer, Mr Simon Fraser, advising Kim Gray (applicant) that no legal access existed by way of letter dated 7 March 2008. Seemingly no progress has been made to have the access issue resolved over the last 14 years.

Current Gating Configuration

Currently there are two gates located at the termination of the Lefroy Street seal, which are chained and locked. The adjoining landowners have keys to the locks should access to the unmade road reserve been needed. The Shire also has a set of keys should the gates need to be opened in the event of an emergency.

There are also two gates at the bottom of the unmade road reserve, however these are not locked.

Gingin Brook Crossing (Department of Fire and Emergency Services (DFES))

During 2020, DFES installed a rock crossover across the Gingin Brook (over UCL Parcel ID Number (PIN) 577093 and waterway PIN 1250085) after obtaining the relevant approvals from the Yued People and the Department of Water and Environmental Regulation (DWER). The rock crossing was installed for means of crossing the Gingin Brook in the event of a fire.

This crossing was supported by the applicant and was endorsed by the Shire's Bushfire Advisory Committee (BFAC) with funding coming from the State Mitigation Activity Fund.

It should be noted that prior to this crossing being installed, there was a fence and a single gate where the Lefroy Street seal terminates. DFES installed double gates, making the access wider to cater for emergency vehicles.

The gates were installed by the applicant, who is a fencing contractor.

It should be noted that the work undertaken by DFES is now the responsibility of the Shire of Gingin to maintain and manage.

Prior Agreements

It has been asserted that the landowners of Lot 73 (44) Lefroy Street, Gingin have had a longstanding agreement with the Shire that they are authorised to graze sheep/cattle on the unmade portion of Lefroy Street to keep grass and fuel loading at a manageable level to reduce bushfire risk. The officer is unable to confirm the validity of the longstanding arrangement, however does note that grazing of the land has occurred for many years.

It should also be noted that DFES undertook their works to the crossing on the understanding that the unmade portion of Lefroy Street is grazed by cattle/sheep and the installation of gates/fencing reflected this.

Applicants' Request

The applicants seek to have the two top gates removed and the lock placed on the two bottom gates. This is for ease of access to Lot 53 (63) Lefroy Street, Gingin located on the opposite side of the Gingin Brook. The applicant advises that it is a hindrance to be required to open two sets of gates for a prospective purchaser, and has received negative feedback during the sales process.

The applicants also seek consent to use the recently installed rock crossing to access their property on the opposite side of the Gingin Brook, and the access easement will be located to enable this to occur.

A location plan of the proposed locked gate is attached as **Appendix 13.3.1**.

COMMENT

Stakeholder Consultation

A portion of the applicants' request was advertised to the landowners of Lot 73 (44) Lefroy Street, Gingin. The Shire received a submission opposed to removal of the gates.

A copy of the Schedule of Submissions and Recommended Responses is provided as **Appendix 13.3.2**.

PLANNING FRAMEWORK

The following options in relation to the gating issue are presented for Council's consideration:

GATING OPTION ONE

Leave the gating configuration and locking configuration as is. Having locked gates at the top of the unmade portion of road reserve prevents access by members of the public to an unmade road reserve.

The two bottom gates can be left open until such time as the land is grazed, in which case they can be closed.

GATING OPTION TWO

Remove the top two gates as requested and place the lock on the bottom two gates.

This would in essence terminate any historic agreement with the landowners of Lot 73 (44) Lefroy Street, Gingin to graze animals on the unmade portion of road. These landowners are not entitled to use public land for grazing purposes, and it should not be assumed that the Shire is obligated to continue in the current informal arrangement.

This option would result in an inability to graze the unmade portion of road and may also result in greater maintenance requirements from the Shire to ensure fuel loading is managed.

This would also enable the public to use the unmade portion of road, by either vehicle or foot.

This option would appease the applicants' perception that opening two gates is a negative experience for prospective purchasers.

GATING OPTION THREE

Completely remove all gates and all locks. The Shire is not obligated to install any gates or locks that seemingly benefit only two landowners.

It could be viewed that the bottom two gates simply benefit the landowners of Lot 53 (63) Lefroy Street, Gingin to prevent trespassing. This is not the Shire's responsibility. The landowners are able to install fencing/gates on their property boundary to prevent trespass.

If all stakeholders on this matter are unable to mutually agree on an outcome, this is the option that the officer would suggest to Council, should it be revisited in the future.

The following options relate to use of the existing rock crossing by the landowners of Lot 53 (63) Lefroy Street, Gingin.

CROSSING OPTION ONE

That Council refuse to allow the existing rock crossing to be used by the landowners of Lot 53 (63) Lefroy Street, Gingin. The existing rock crossing was installed on the basis of infrequent traffic usage in the event of an emergency.

This would result in the applicants having to install their own crossing, at their expense, in a separate location subject to obtaining all relevant approvals from the DPLH and DWER, and the Aboriginal Heritage Council.

This will likely require an access easement over either Lot 2 or Lot 3 Lefroy Street, to the benefit of Lot 53.

The applicants have been aware of the access issue since 2008. It is not the Shire's responsibility to resolve this issue on their behalf by way of a proposal which requires usage of the Shire's infrastructure that was not installed with private crossing movements being contemplated.

CROSSING OPTION TWO

Council could allow usage of the existing rock crossing, acknowledging that it is a logical location to provide access and would rationalise the number of crossings over the Gingin Brook.

It would be prudent to enter into a Deed of Agreement that sets out future maintenance contributions from the owners of Lot 53.

It would be the landowner's responsibility to finalise creation of an easement over UCL that aligns with the crossing.

Summary

Having considered all options outlined above, the officer concludes the following:

Gating Configuration

The officer has formed the view that Gating Option One is the preferred outcome for the Shire. That is, the current gating and locking configuration should remain as is. This prevents access to an unmade road by members of the public on either foot or by vehicle.

The long-standing grazing results in reduced fuel loading maintenance and reflects a long-standing practice that occurs throughout the Shire and many unmade road reserves.

If land is not being grazed, which will be for the majority of the year, the bottom two gates can simply remain open.

Access Configuration

The officer has formed the view that Crossing Option Two would be an outcome that would benefit the owners of Lot 53, with little downside for the Shire of Gingin. This would however be on the basis that a Deed of Agreement (DoA) is entered into that sets out ongoing maintenance contributions and considers future upgrade contributions should they be required. The DoA should also outline that usage of the unmade portion of Lefroy Street is on the basis of an 'as is' standard, and that any maintenance/upgrades would be the applicants' responsibility.

If this is not palatable to the owners of Lot 53, then they are able to install their own standalone crossing that gains access via an easement from their property. This can be installed to the standard acceptable to them and the relevant State agencies.

Deed of Agreement (DoA)

It is suggested that the DoA sets out the type of vehicles able to use the crossing by the owners of Lot 53, being light vehicles only. This should also set out contributions between parties for maintenance (i.e. 50/50) and that in the event the crossing was to fail, there is no obligation for the Shire to replace the structure. It is also suggested that the DoA outlines that the access is agreed on the basis that the unmade portion of Lefroy Street remains in its current conditions and that the Shire does not intend to undertake any upgrade or maintenance works.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government (Uniform Local Provisions) Regulations 1996

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

There are no foreseeable budget implications for Council as a consequence of this request.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.1 Management of Assets - Maintain civic buildings, sporting facilities, public places, plant and road and cycleway/pathways based on asset management plans and identified priorities

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

Councillor Fewster foreshadowed an alternative motion should the motion under debate be lost.

That Council:

1. Advise the Department of Planning, Lands and Heritage that it supports the creation of an access easement over UCL Parcel ID Number (PIN) 577093 and waterway PIN 1250085 subject to the landowners of Lot 53 (63) Lefroy Street, Gingin entering into a Deed of Agreement, prior to creation of the easement, for the maintenance and upgrade (if required) of the existing rock crossing over the Gingin Brook. The applicant/operator shall be responsible for all costs associated with the preparation of the Deed (including all drafts);
2. Advise the applicant and the submitter that the gating and locking configuration is to remain as is. The unlocked gate is to remain open at all times, unless the land is being grazed. The Shire of Gingin reserves its right to remove all access gates and terminate any purported grazing lease as it sees fit.

LOST
1 / 5

FOR: Councillor Peczka

AGAINST: Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel and Councillor Vis

ALTERNATIVE MOTION/COUNCIL RESOLUTION

MOVED: Councillor Fewster

SECONDED: Councillor Johnson

That Council:

1. Prior to creation of the requested access easement, require the landowners of Lot 53 (63) Lefroy Street, Gingin to enter into a Deed of Agreement (DoA) with the Shire of Gingin that sets out maintenance and upgrade contributions (if required) for the unmade portion of Lefroy Street and the rock crossing over the Gingin Brook. The applicant/operator shall be responsible for all costs associated with the preparation of the Deed (including all drafts). The DoA is subject to negotiation however shall, at a minimum, include the following:
 - a. Allow usage of the existing rock crossing for vehicles up to a maximum of 14 tonnes;
 - b. Stipulate that the landowners of Lot 53 (63) Lefroy Street, Gingin accept usage of the unmade portion of Lefroy Street in its current condition. Any maintenance or upgrade is the responsibility of the landowners, subject to obtaining Shire approval; and
 - c. Stipulate that the landowners of Lot 53 (63) Lefroy Street, Gingin agree to maintain the unmade portion of Lefroy Street in a low fuel state to reduce the threat of bushfire, to the satisfaction of the Shire of Gingin.
2. Advise the Department of Planning, Lands and Heritage that it supports the creation of an access easement over UCL Parcel ID Number (PIN) 577093 and waterway PIN 1250085 subject to the following:
 - a. Prior to creation of the access easement, the landowners of Lot 53 (63) Lefroy Street, Gingin shall demonstrate to the DPLH that a Deed of Agreement (DoA) has been entered with the Shire of Gingin that sets out maintenance and upgrade contributions (if required) for the unmade portion of Lefroy Street and the rock crossing over the Gingin Brook.
3. Instruct the Shire of Gingin's Operations and Assets Department to remove the bottom two gates and remove the lock on the top two gates within 28 days from the date of this decision.
4. Advise the applicant and the submitter that the bottom two gates, and the existing lock on the top two gates, are being removed by the Shire of Gingin.

5. Advise the submitter that Council prohibits usage of the unmade portion of Lefroy Street for the grazing of their cattle.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

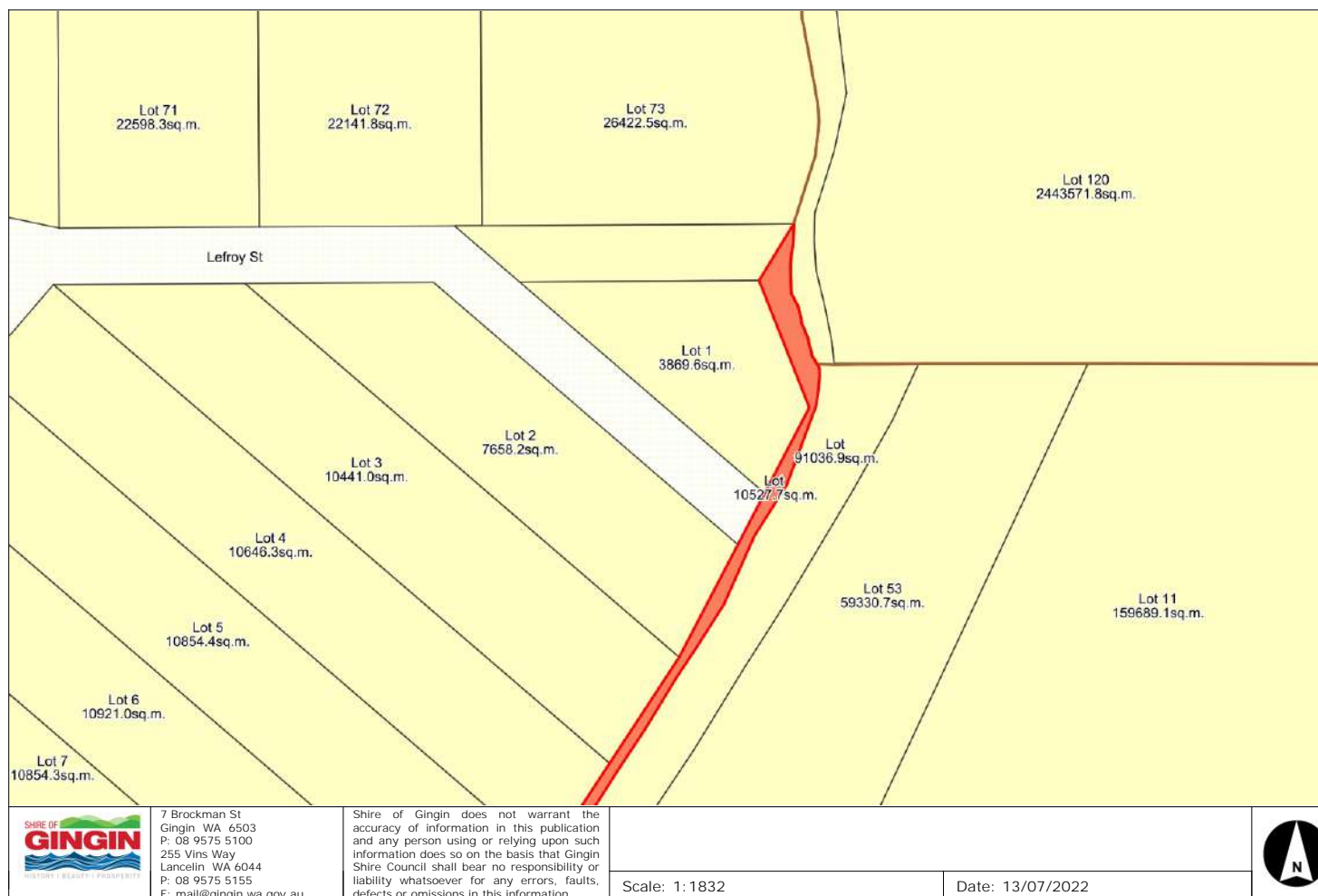
AGAINST: *Nil*

Reason for Alternative Motion:

Gives Council better protection and allows the applicant to use the existing crossing of the Brook subject to a Deed of Agreement.

MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 13.3.1



SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

REQUEST FOR MODIFICATION OF GATE CONFIGURATION ACROSS PUBLIC THOROUGHFARE – LEFROY STREET, GINGIN

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	<p>The submitter does not support the proposal and provides the following general comment:</p> <p><i>"I refer to the request to have DFES Emergency Access gates removed from the termination of Lefroy St at the start of the disused easement which leads to the Gingin Brook. I represent Mr Ray Brown and myself, Alan Brown, who are the adjoining landowners and stakeholders at Lots 1, 73 and 72 Lefroy St.</i></p> <p><i>These properties have been owned by our family since the purchase of Lots 1, 72 and 73 on 2 October 1946 by Roy James Brown. Around the period 1948 to 1950, permission was granted to Roy Brown by Ken Gordon, the Shire Clerk, to erect fencing across the end of the constructed portion of Lefroy St and to use that easement for grazing. Since this time our family has used this easement solely for the grazing of stock to maintain a fire safe fuel loading. We have also been the sole maintainers of the easement, removing fallen trees and limbs and constructing drainage to reduce the amount of gravel and sand washing down the easement into the brook. Careful grazing has retained the root stock of grasses to further reduce erosion. DFES recently removed the angled culvert we installed and replaced it with a new one in the same place and at the same angle as it reduces the velocity of drain water flow.</i></p> <p><i>Mr and Mrs Gray who own land on the south side of the easement are requesting the removal of the DFES gates. We strongly oppose the removal of the gates.</i></p> <p><i>DFES offered no option when the brook crossing was to be installed so all parties were advised of the construction and the associated fencing and gates. Unfortunately DFES did not fully fence the easement all the way to the brook until May 2022.</i></p> <p><i>Both Ray Brown and Kim Gray were given keys to the lock on the gates to give unrestricted access for both into the easement. Around this time Mr Gray decided to attempt to sell his land on the other side of</i></p>	<p>Noted.</p> <p>Noted. The Shire is not compelled to continue a purported grazing lease as described, and the submitter is not required to undertake continuing maintenance/management of the road reserve.</p> <p>Noted.</p> <p>Noted.</p>

	<p><i>the brook. This land is not accessible by road, has no power or water connection and is flood prone. I believe George Gifford made a reasonable offer to purchase the land based on a farming value, which is all the land is suitable for, this offer was rejected.</i></p> <p><i>Mr Gray wishes to have a road and bridge constructed to give access to this portion of his land, he already has a rock crossing about 75m downstream of the emergency crossing. This crossing was built by Mr Mullins prior to Nolan's purchasing the block and subsequently by Mr Gray. Mr Gray has used this crossing for many years prior to DFES installing their crossing with it now being in use for nearly one hundred years, serving as a suitable crossing for all three owners during that time.</i></p> <p><i>Should the gates be removed, we will no longer maintain the easement for fire hazard reduction or erosion control. The Shire of Gingin will need to budget to maintain this in an acceptable condition. I expect that the other easements within the townsite will be subject to the same action. These include Mortimer St both ends, Wells St, Edgar St, Vincent St and Brook St.</i></p> <p><i>Existing downhill streets leading to the brook have resulted in severe silting of the brook, 03 March 2022, Weld St washed tonnes of gravel and limestone toward the brook at the Weld St Bridge. Roe St has for many years now washed tonnes of sand and gravel into the brook at the Three Bridges crossing, costing the Shire a fortune in drain water flow mitigation and the installation of a sump for reduction of silt entering the brook. Should the Lefroy St easement be interfered with, the same will happen there.</i></p> <p><i>As both adjoining landowners have keys to the gates, there is no obstruction to either from using the easement. Should Mr Gray have a prospective purchaser who wishes to see the block, all he has to do is unlock the gate with the key provided by DFES. This still does not give vehicle access across the brook for other than Emergency Vehicles. As stated in the letter from Mr Bayliss dated 3 June 2022, "the road reserve terminates at the brook".</i></p> <p><i>Mr Gray was contracted by DFES to install the fencing and the gates which he now wants removed, after he accepted payment for their installation.</i></p>	<p>Noted.</p> <p>Noted.</p>
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**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 13.3.2

		<i>A viable option for Mr Gray is to construct a driveway easement on the northern boundary of his property from the constructed end of Lefroy St and upgrade the crossing that he has used for many years previously."</i>	
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13.4 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED PATIO ON LOT 701 HOPKINS STREET, LANCELIN (RESERVE 53340)

File	BLD/4145
Applicant	Lancelin Angling and Aquatic Club
Location	Lot 701 (6) Hopkins Street, Lancelin (Reserve 53340)
Owner	Crown
Zoning	Tourism
WAPC No	NA
Author	James Bayliss – Coordinator Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Aerial Map - Lot 701 Hopkins Street, Lancelin [13.4.1 - 1 page] 2. Location Map - Lot 701 Hopkins Street, Lancelin [13.4.2 - 1 page] 3. Applicant's Proposal [13.4.3 - 5 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Patio and Retaining Wall on Lot 701 (6) Hopkins Street, Lancelin (Reserve 53340).

BACKGROUND

The subject site is 6401m² in area and is currently used by the Lancelin Angling and Aquatic Club (LAAC). The proposal seeks to install a patio at the rear of the existing clubhouse, abutting an existing patio area.

The proposed patio is 12.8 metres in length and 6.9 metres in width, equating to an area of 88m². The patio is set back 16.5 metres from the rear (southern) boundary and 6.6 metres from the side (eastern) boundary.

The overall project being implemented by the LAAC includes the following:

- Extension of the existing limestone retaining wall around the lawn area and backfill to match the existing height;
- Construct three brick walls to enclose the proposed patio extension and the existing double ridged patio. This will provide greater protection for members from the southerly winds and increased shade cover; and
- The extension will generally match the existing patios onsite, however 250mm bush poles will be used in lieu of steel supports to withstand the coastal environment, which tends to degrade steel posts far quicker than wooden posts.

It should be noted that landowner consent is a prerequisite to accept a development application. In this instance, the application has been accepted without the formalities regarding landowner signatures, given the subject land is under Management Order to the Shire of Gingin. The officer is of the view that the subsequent resolution of this item will equate to landowner (Council) consent (by issuing development approval), or alternatively refusal to provide consent (by issuing development refusal).

An aerial photograph and location plan are provided as **Appendix 13.4.1** and **Appendix 13.4.2** respectively.

A copy of the applicant's proposal is attached as **Appendix 13.4.3**.

COMMENT

Stakeholder Consultation

No community consultation was undertaken with respect to this development, as no amenity impacts to nearby landowners have been identified.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Tourism under LPS 9, the objectives of which are to:

- Promote and provide for tourism opportunities;*
- Provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;*
- Allow limited residential uses where appropriate;*

- d) *Encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;*
- e) *Ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and*
- f) *Encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.*

The development is an addition to the existing clubhouse located on the property. The officer is of the view that the development is consistent with the objectives of the zone.

Table 2 - Site Requirements

Zone	Minimum Setback			Maximum Plot Ratio	Maximum Site Coverage	Minimum Landscaping
	Front	Side	Rear			
Tourism	5m	Nil	6m	0.5	50%	50% of all setback areas
Provided	>5m	6.6m	16.5m	<0.5%	<50%%	Ample existing landscaping
Complies Yes/No	Yes	Yes	Yes	Yes	Yes	Yes

As outlined above, the development is set back appropriately and meets the relevant standards.

4.8 - Zone Specific Development Standards

LPS 9 provides a range of development standards that apply to tourism zone land, however the only pertinent provision that applies to this development is outlined below:

- 4.8.7.2 Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the suitability of the land for on-site effluent disposal, the provision of sufficient landscape buffers and the density of the development.*

Officer comment:

The development is located to the rear of the existing patio structures, and the brickwork enclosure is substantially set back from lot boundaries and will not be viewable from the street.

Local Planning Policy 3.2 – Tourism Zone (LPP 3.2)

LPP 3.2 applies to all land with a coding of Tourism, the objective of which is to encourage development of tourist accommodation and related services. The policy statement is as follows:

3.1 Land will be allocated to the Tourism zone ahead of requirement to ensure an adequate supply of land for these purposes and to assist in minimising development delays due to the scheme amendment procedure.

3.2 Land shown as Tourist Accommodation on the town site strategy maps will progressively be included in the Tourism zone.

3.3 The Tourism zone includes a number of designated tourist nodes, and a range of tourist related services will be encouraged to locate in these nodes.

In some instances Council may require Structure Plans to be prepared for tourist nodes.

The above policy has little relevance to the subject development.

Summary

In view of the above assessment, the officer supports the development subject to conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9.

POLICY IMPLICATIONS

Local Planning Policy 3.2 – Tourism Zone (LPP 3.2)

BUDGET IMPLICATIONS

The project is being funded by the LAAC and grant funding is being sought.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Johnson

That Council grant Development Approval for a patio on Lot 701 (6) Hopkins Street, Lancelin (Reserve 53340) subject to the following conditions:

1. The land use and development shall be undertaken generally in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this approval;
2. This approval is for a patio and retaining wall only as indicated on the approved plans;
3. The approved patio is to be constructed using new materials and be of a consistent colour scheme;
4. The external surfaces of the retaining wall shall be finished to a professional standard, to the satisfaction of the Shire of Gingin; and
5. Stormwater from all roofed and paved areas shall be contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: If the development subject to this approval is not substantially commenced within a period of 2 years, the approval shall lapse and have no further effect.

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

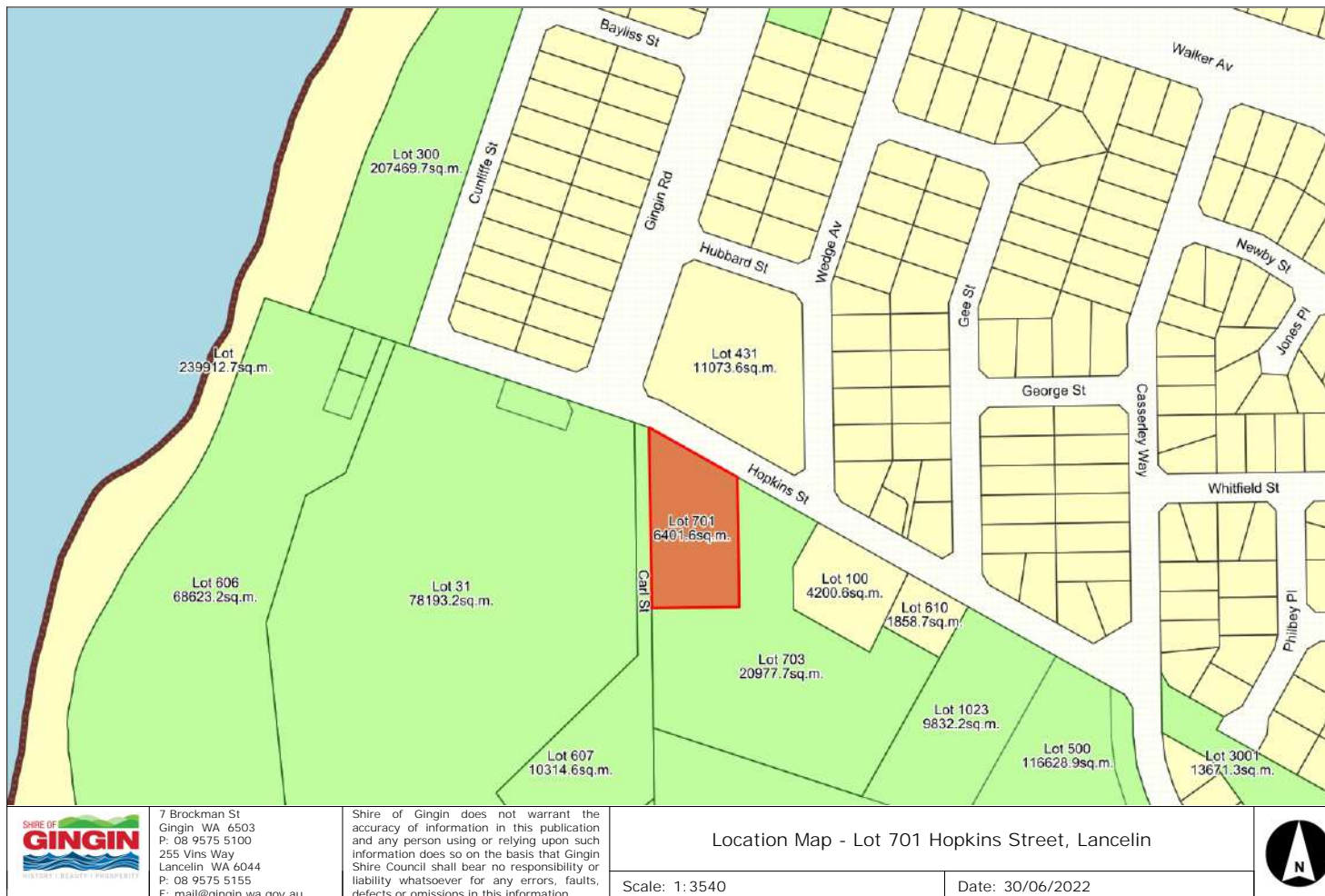
Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*







LAAC Patio Extension Project



RE: OCP144271-RE:OCP144131- RE:IAP228983- Concept enquiry for Lancelin Angling and Aquatic Club

17/06/2022

The proposal is for an extension of the existing patio area.

The area is inadequate to hold the amount of people that like to sit in the outdoor living area. The summer months always see the existing area overflowing and guests are out in the open sun. This especially effects the Johnny Bray Classic kids fishing day. This day sees over 150 competitors and as many parents. The club uses canvas awnings for sun protection on this event. We have fishing competition "weigh ins" every 2 weeks; during the season; that have the same effect as they are all held in the outdoor area.

The plan is to add 7 * 13 meters to the existing 6.8 * 13 meter area.
The existing patio is a double ridged roof, supported by 75mm poles and a brick rear wall. 350 * 50mm LVL beams support the 13 meter span.
The proposal is to extend the limestone block retaining wall around the proposed site and compact the grounds to AS 36660.1.

Three brick walls will be erected to encompass the new extension and the double ridge roof extended to cover the area. This will give adequate protection from the predominant southerly winds and a far superior sun shaded area for our members.

The extension will be built to match the existing structure however the 75 * 75mm steel posts will be removed and all posts in the patio will be replaced with 250mm bush poles. The steel posts are rusting and bush poles would be a lot better suited to the coastal environment.

Costing of this project has been budgeted more than once for grant applications, however as the grants have not been successful the costs rise.

A cost sheet is attached with quotes totalling \$59,500.00 as of 17/06/2022

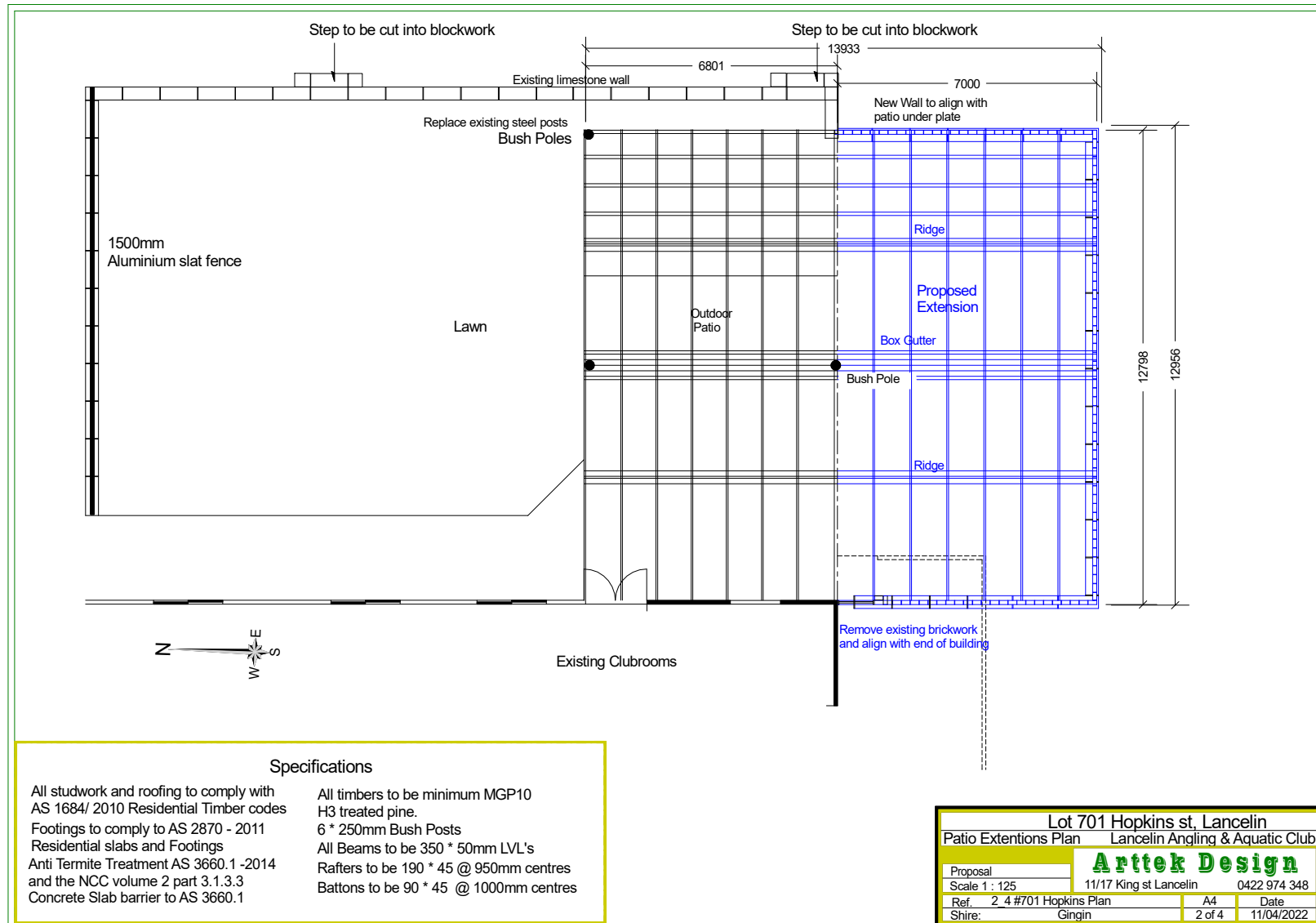
All building will be under the direct supervision of Delich Constructions.

Signed

A handwritten signature in blue ink, appearing to read 'P. Candido'.

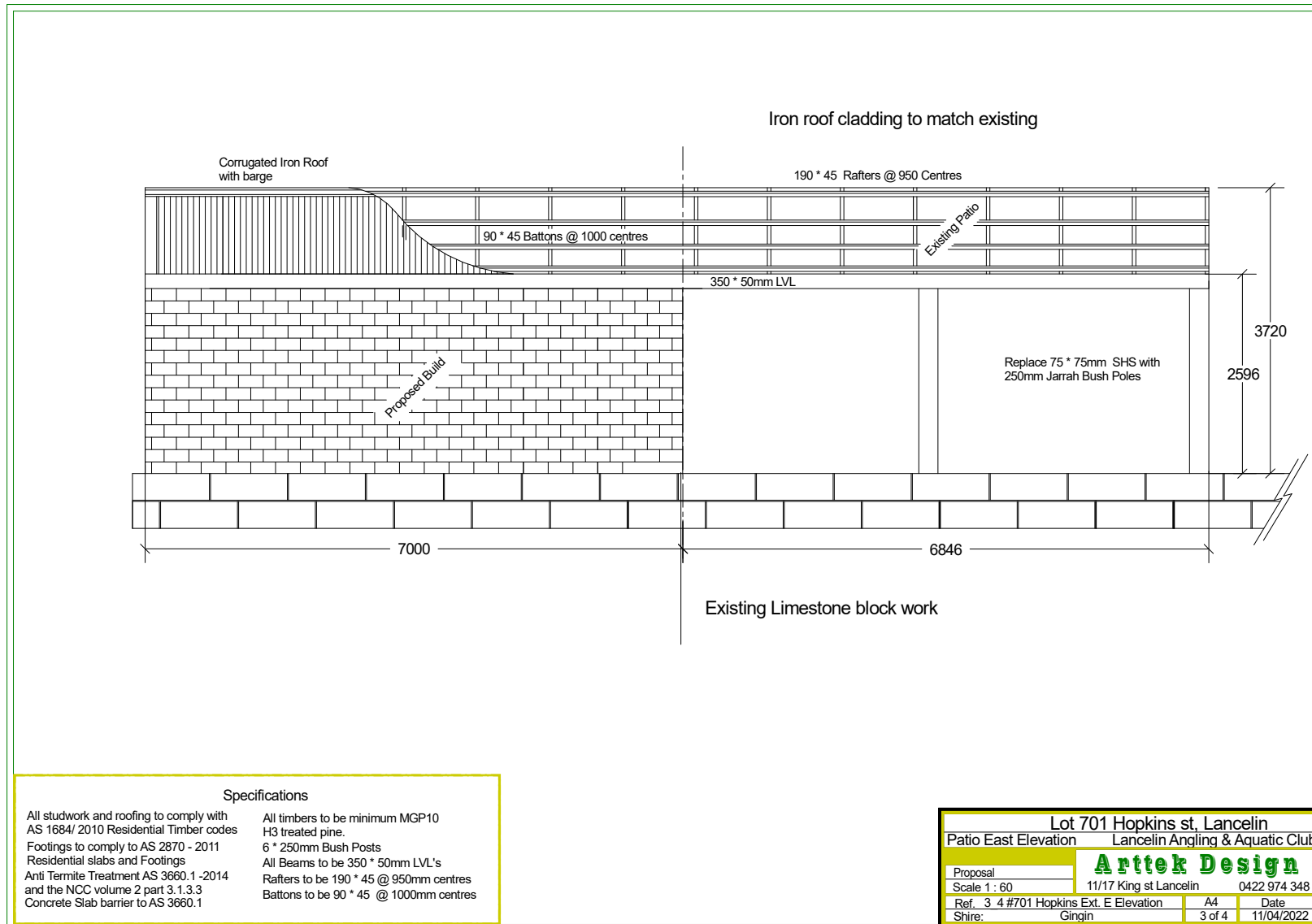
Peter Candido
Commodore
Lancelin Angling and Aquatic club

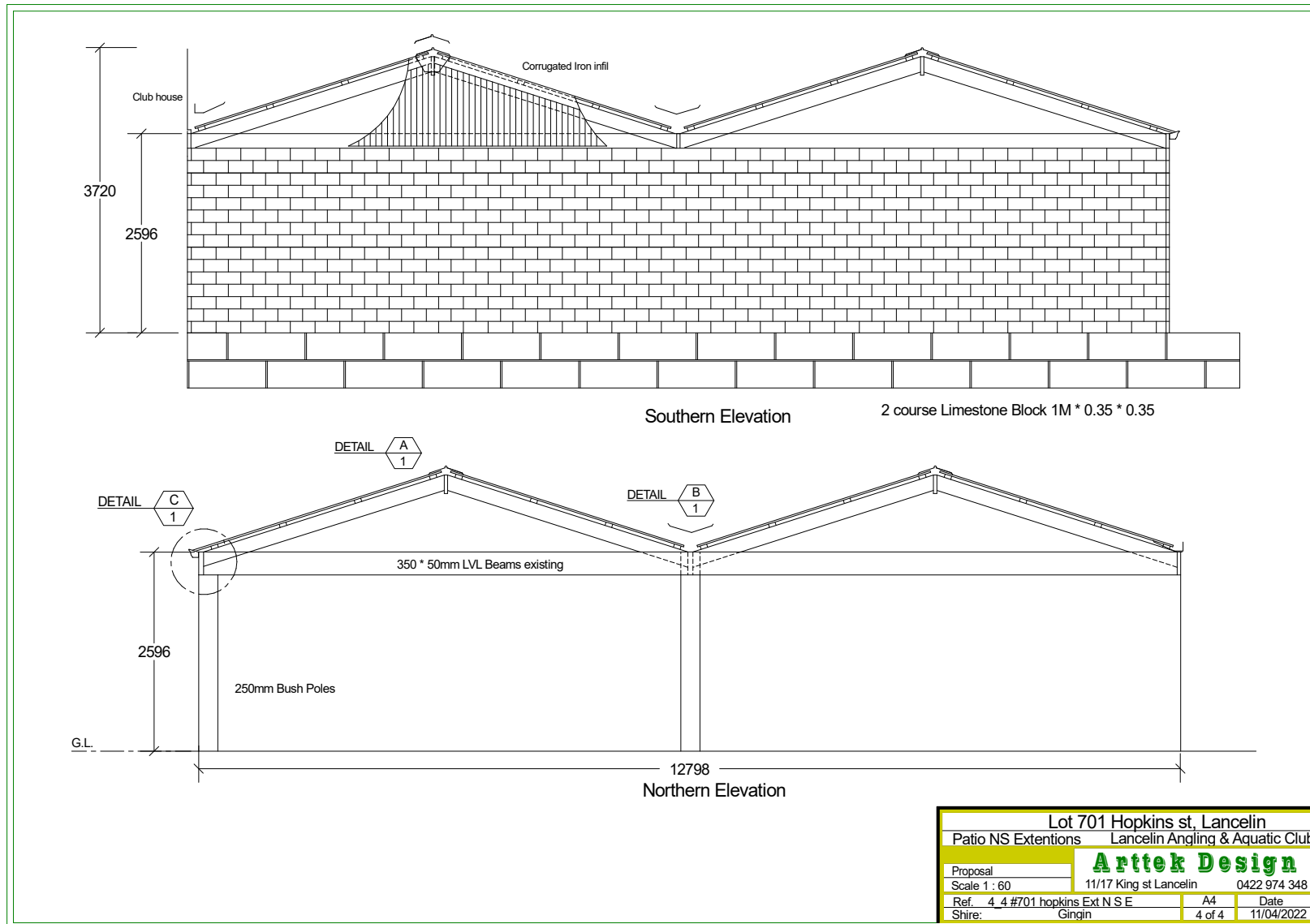




MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

APPENDIX 13.4.3





13.5 APPLICATION FOR RETROSPECTIVE DEVELOPMENT APPROVAL - TRANSPORT DEPOT AND ASSOCIATED STRUCTURE ON LOT 49 (19) SADLER ROAD, COONABIDGEE

File	BLD/6132
Applicant	Haydn Galbraith and Leticia Galbraith
Location	Lot 49 (19) Sadler Road, Coonabidgee
Owner	Haydn Galbraith and Leticia Galbraith
Zoning	Rural Industry
WAPC No	NA
Author	James Bayliss – Coordinator Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Location Map - Lot 49 (19) Sadler Road, Coonabidgee [13.5.1 - 1 page] 2. Aerial Map - Lot 49 (19) Sadler Road, Coonabidgee [13.5.2 - 1 page] 3. Applicant's Proposal [13.5.3 - 8 pages] 4. Recommended Crossover Type [13.5.4 - 1 page]

DISCLOSURES OF INTEREST

Councillor Balcombe declared an impartiality interest in Item 13.5 as her son-in-law is a member of the applicants' family and works for the business.

PURPOSE

To consider an Application for Retrospective Development Approval for a Transport Depot and Associated Structures on Lot 49 (19) Sadler Road, Coonabidgee.

BACKGROUND

The development has been operating on the subject land since 1999 and has steadily grown in scale. This application was lodged in response to the Shire's amnesty on penalty fees associated with retrospective applications. The application was lodged voluntarily and is not the result of a compliance investigation.

The subject land is 2 hectares in area with a pocket of vegetation screening the development from Sadler Road. A dwelling is located on the central portion of the property, with activities and structures associated with the transport depot occurring on the rear portion of the land.

The transport depot comprises of the following:

- 2 Graders;
- 1 loader;
- 1 prime mover;
- 2 6-wheel tippers;
- 1 semi tipper;
- 1 dog tipper;
- 2 rollers; and
- 3 light vehicles.

The structures associated with the transport depot comprise the following:

- Machinery Shed; and
- 4 storage sheds.

The development employs 5 persons, with operating hours being generally between 6 am – 7pm Monday to Friday.

A location plan and aerial imagery are provided as **Appendix 13.5.1** and **Appendix 13.5.2** respectively.

The applicant's proposal is provided as **Appendix 13.5.3**.

COMMENT

Stakeholder Consultation

The application was advertised to the surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. The Shire received no comments.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject lot is zoned Rural Industry under LPS 9. The objectives of the Rural Industry zone are to:

- Provide for a range of industrial land uses on rural-living sized lots where people can work and live on the same property.*

Transport Depot is an 'A' use within the Rural Industry zoning, meaning that that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the Deemed Provisions.

The use class 'Transport Depot' is defined as follows:

means land and buildings used for the garaging of motor vehicles used or intended to be used for carrying goods or persons for hire or reward or for any consideration, or for the transfer of goods or persons from one such motor vehicle to another of such motor vehicles and includes maintenance, management and repair of the vehicles used, but not of other vehicles.

Setbacks

All structures are set back at least 20 metres from the lot boundary, therefore complying with Table 2 – Site requirements under LPS 9.

The development standards that apply to the Rural Industry zone are outlined below:

4.8.4 Rural Industry Zone

4.8.4.1 Lot sizes shall be between 1 and 4 hectares.

Officer Comment:

Not relevant.

4.8.4.2 Local government may, at its discretion, consider permitting the land use "single house". In doing so, local government will be guided by the development standards in clause 4.8.9, excepting clauses 4.8.9.4 and 4.8.9.5.

Officer Comment:

Not relevant.

4.8.4.3 Refuse Storage Areas - All developments shall provide at least one refuse storage area readily accessible to service vehicles and screened from view from a public street by a close fence, wall or screen landscaping no less than 1.8 metres in height.

Officer Comment:

The subject land has been operating for 23 years, with established vegetation situated between the street and the transport depot.

4.8.4.4 Storage Yards - A person shall not use land for open storage purposes unless it is screened from public view by a fence or wall to the satisfaction of the local government.

Officer Comment:

Over time the business has accumulated various materials that are stored in the open at the rear of the property. This includes plant, earth working material and personal items. As outlined above, the development is largely screened from view and has not created any amenity issues that have generated complaints over the last two decades.

Planning and Development (Local Planning Scheme) Regulations 2015 (the Regulations)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant:

- (s) *The adequacy of –*
 - (i) *The proposed means of access to and egress from the site; and*
 - (ii) *Arrangements for the loading, unloading, manoeuvring and parking of vehicles;*
- (t) *The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;*

Officer Comment:

The development has been operating for a lengthy period of time. This application was lodged voluntarily to resolve unauthorised structures located on the property. The officer is mindful that the planning assessment must consider access to the property, however this should be balanced by the understanding that the development has been operating for 20 years. Over that period the standard of crossovers has varied and the road network has degraded.

The officer is mindful that the applicant is not entirely responsible for road degradation, and should not be unduly held accountable for the road conditions throughout the rural industry estate.

Vehicle movements from the site vary and are largely reflective of the type of work that the proponent has been commissioned to undertake. It is therefore challenging to put traffic types and volumes to the application. However, heavy vehicles do frequently enter and exit the property. The property is serviced by two crossovers. It is unfortunate for the proponent that the use is being formalised in the present day, as the design and specifications being considered reflect modern-day standards which are more robust than those in place 20 years ago.

The officer is of the view that the relevant crossover type that ought to service the development is Specification Drawing Number 'SoG/STD-01 Type A' dated January 2021 (provided as **Appendix 13.5.4**).

Summary

In view of the above assessment, the officer supports the development subject to conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act 2005

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Peczka

That Council grant retrospective Development Approval for a Transport Depot and Associated Structures on Lot 49 (19) Sadler Road, Coonabidgee subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval;
2. This approval is for a Transport Depot and Associated Structures only;
3. The Storage Shed shall not be used for human habitation or any other industrial or commercial use other than that approved as part of this application;
4. Within 6 months from the date of this approval, the landowner/operator is required to upgrade the existing crossovers at their expense to the satisfaction of the Shire of Gingin. The landowner/operator shall maintain the crossover in good condition thereafter; and
5. Stormwater from all roofed and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 4: Further to this approval, the applicant may be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin;

Note 2: All noise from the development and associated equipment is required to comply with the *Environmental Protection (Noise) Regulations 1997*.

Note 3: In relation to the crossover upgrade, please be advised that the Shire's Crossover Specification Drawing Number SoG/STD-01 Type A dated January 2021 is the applicable standard.

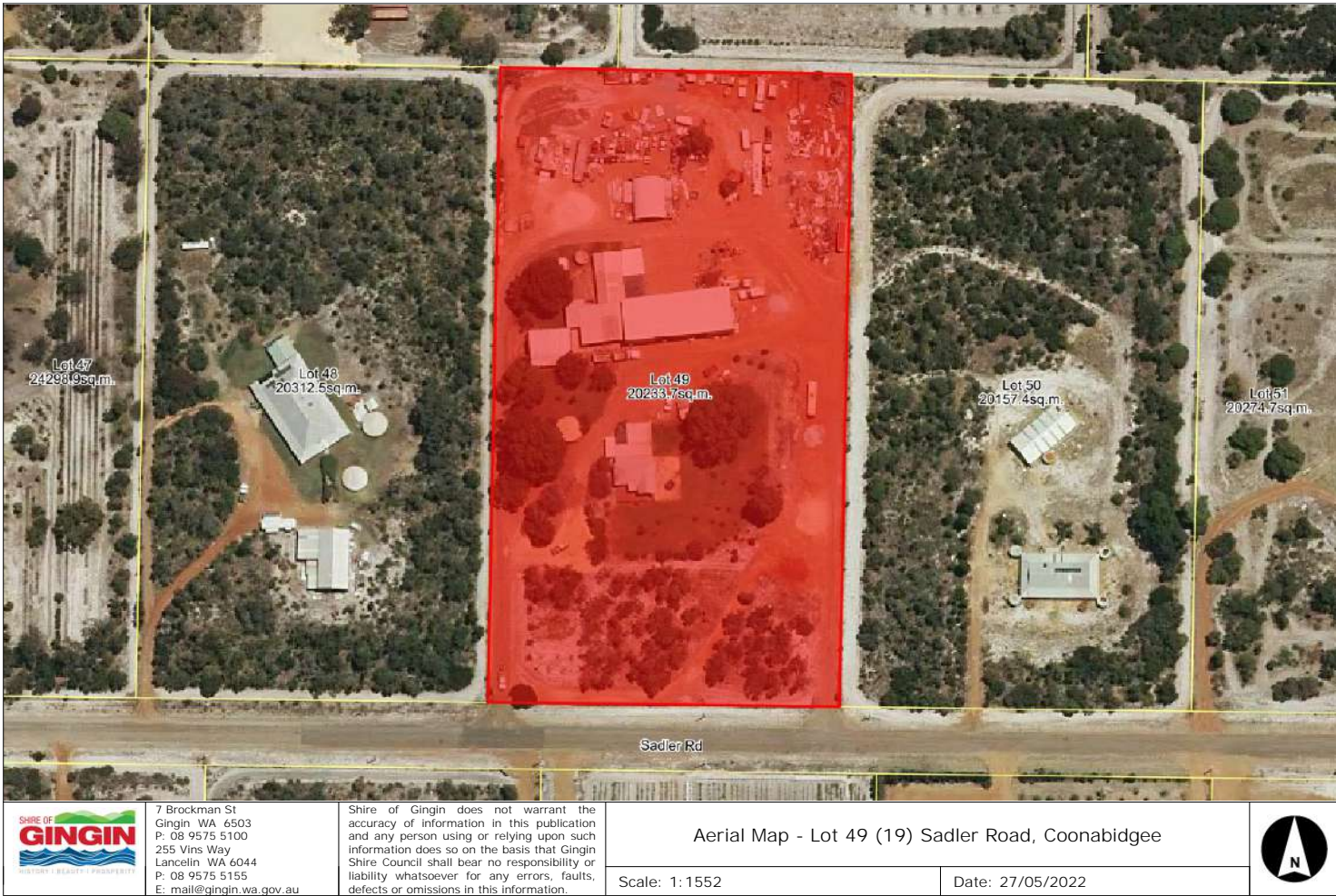
Note 4: In relation to the crossover upgrade, a crossover application form is to be submitted to the Shire's Operations and Assets Department. The form can be found on the Shire's website at the following link:
<https://www.gingin.wa.gov.au/services/operations.aspx>

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*







Gingin Grading Service Pty Ltd

ABN 33 108 263 261
PO Box 101 GINGIN WA 6503
Mob 0428 633 663 Office 9575 2198 Fax 9575 1151
gingingrading@bigpond.com

Shire of Gingin

Thursday 19th May 2022

Re – Application for Development Approval

Gingin Grading Service has been operating from 19 Sadler Rd Coonabidgee since Nov 1999.
Since 1999 we have grown from having 1 grader and operator to our present position.

We currently employ 1 Working Director (Haydn Galbraith), 3 Machinery Operators (2 of our sons and one local man) and 1 Office Staff (Leticia Galbraith).

Vehicles currently associated with the business are –

- 2 x Komatsu Graders
- 1 x Komatsu Loader WA 120
- 1 x Kenworth Prime Mover
- 2 x 6 Wheel Tip Trucks
- 1x Semi Tip Trailer
- 1 x Dog Tip Trailer
- 2x Rollers
- 2 x Four Wheel Drive Vehicles
- 1 x 2 Wheel Hilux Ute

All of these vehicles are garaged at 19 Sadler Rd Coonabidgee.

Our operating hours where vehicles will be regularly coming and going from the property are usually between
6am – 7pm Monday to Friday,
Occasionally we will work these hours on a Saturday.
Some vehicle movements may occur on Sundays to prepare for Monday.

Regards



Haydn Galbraith
Director



11 April 2022

19 Sadler Road,
Coonabidgee,
6503,
Western Australia

To whom it may concern,

RE: UNAPPROVED STRUCTURE – MULTIPLE SHEDS

I am writing in relation to the property listed above. AM Structural Engineering Services (AMSES) was engaged to inspect the property to provide engineering certification of unapproved structures. I have inspected the property and present this report.

The property inspected consists of a series of storage shed and lean-tos made from structural members and sheet metal. The surrounding terrain is typically open rural land with minimal obstructions. At the time of the inspection, the property was occupied and no building works were underway.

To that end the structure was checked against the following codes:

1. AS1170 – Design Actions
2. AS1684 – Residential Timber Structures
3. AS2870 – Residential Footings
4. AS3600 – Concrete Structures
5. AS3700 – Masonry Structures
6. AS4100 – Steel Structures
7. NCC – National Construction Code

This report is limited to the structural integrity of the structures, its foundations and required actions to correct any structural defects. This report excludes all non-structural works such as plumbing, electrical, security cameras etc which are outside the scope of this assessment. Detailed findings and report photos can be found on the following pages.

No defects of note were found during the inspection. The build of the structures have been completed to a high standard that is considered structurally sufficient if not code compliant. On the basis of engineering judgement, the structures are fit for use. I trust that this will meet your requirements. If you have any queries please do not hesitate to contact me.

Yours faithfully,

Alex Morris, Structural Engineer, MIEAust
Member of Engineers Australia – Membership #4265890



Inspection findings and recommendations;

1. Area A – Machine Shed

Machine shed is a trussed portal-frame structure with tension rod bracing in all axes. Shed is open on 2 sides with no provision to enclose the space. Structure was built approximately 20 years ago and has suffered multiple high-wind events in that time frame. Shed columns are 250UBs with rafters comprising of trussed members.



Recommendation: No remedial actions required



2. Area B –Storage Shed

Area B shed is a trussed portal-frame structure lean-to attached to main shed. Shed is open on 1 side with no provision to enclose the space. Structure was built approximately 20 years ago and has suffered multiple high-wind events in that time frame.



Recommendation: No remedial actions required

3. Area C –Storage Shed

Area C shed is a lean-to attached to main shed. Shed is open on 1 side with no provision to enclose the space.



Recommendation: No remedial actions required

4. Area D – Cold Storage (not pictured)

Area D is an attached structure constructed from welded 76x38mm patio tubes finished with insulation.

Recommendation: No remedial actions required



5. Area E – Storage

Area D is a stand-alone structure constructed from welded 76x38mm patio tubes clad with colour bond metal sheeting



Recommendation: No remedial actions required

6. Parking

Parking area is a stand-alone structure with 100SHS uprights and a free-roof supported by a grid pattern of welded 76x38mm patio tubes



Recommendation: No remedial actions required

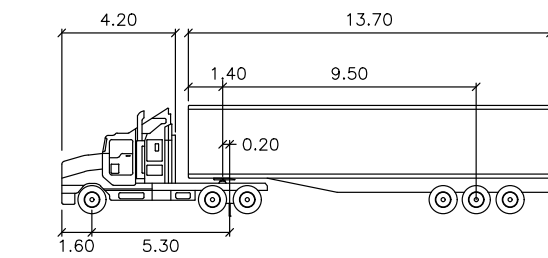






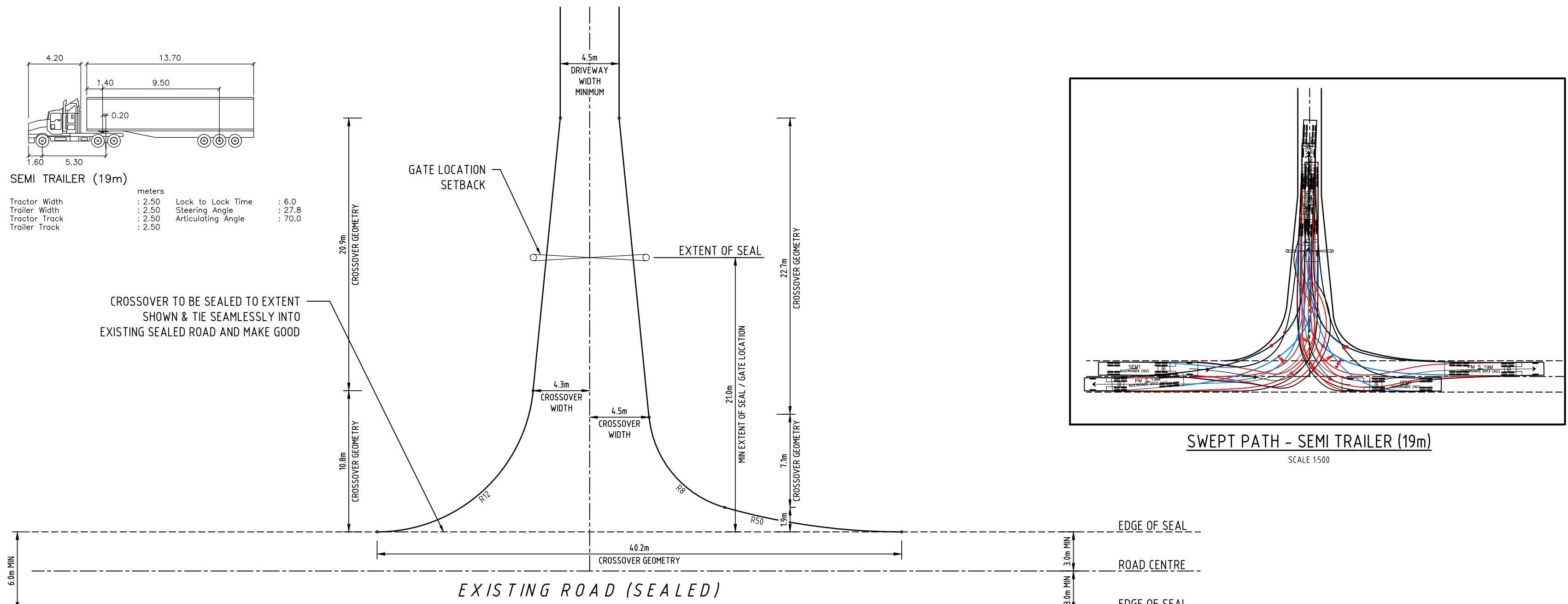
2. MAINTENANCE OF THE CROSSOVER IS THE LANDHOLDERS RESPONSIBILITY.
3. VEHICLE VOLUMES ARE ONE MOVEMENT
4. B-DOWNS SHOULD APPLY RAY 23 & 4. COMBINATIONS 14a-B-DOWELS & 23a-TRUCKS/TRACTORS/VEHICLES (i.e. GREATER THAN RAY 4 NETWORK) WILL BE AS APPROVED BY THE SHIRE.
5. GATE SHALL BE LOCATED NOT LESS THAN THE LENGTH OF THE LONGEST VEHICLE USING THE CROSSOVER PLUS 2m FROM THE EDGE OF THE ROAD IE UNSEALED SHOULD IE AS-OF-RIGHT VEHICLE WILL REQUIRE A LENGTH OF NOT LESS THAN 20m FROM THE EDGE OF THE ROAD
6. ASPHALT SHALL BE PLACED ON TOP OF A SEAMED (BITUMEN) SURFACE USING AN AGGREGATE NOT LESS THAN 50mm INTO A PITCHED/TACK ONLY SURFACE)
7. SEAL ON CROSSOVER SHALL EXTEND TO ACCESS GATE
8. SEALED CROSSOVERS SHALL OVERLAP EXISTING SEALED ROAD BY NOT LESS THAN 100mm
9. ASPHALT OVERLAY ON CROSSOVER SHALL EXTEND TO THE TANGENT POINT
10. ASPHALT OVERLAY AND RESEAL ON ADDING SEALED ROAD SHALL EXTEND NOT LESS THAN 10m PAST THE TANGENT POINT ON THE SEALED ROAD
11. ALL MATERIALS, SEALING WORKS AND EARTHWORKS TO MEET ALL RELEVANT STANDARDS (MMA SPECIFICATIONS AND TEST METHODS AND ANY OTHER RELEVANT STANDARDS)
12. ALL RELEVANT SECTION OF ROADSIDE SERVICES AND ASSETS (POWER, WATER, TELEPHONE, NBN, ETC) ARE ENTIRELY THE RESPONSIBILITY OF THE APPLICANT (YOU WWW.1000.COM.AU)
13. CURBS SHALL BE INSTALLED AS REQUIRED AND AS STIPULATED BY THE SHIRE. ALL CURBS SHALL USE PRECAST HEADWALLS ALL CURBS SHALL HAVE REINFORCED CONCRETE TOPS AND REINFORCED BOX CURBS (BICI) AS STIPULATED BY THE SHIRE AND ALL RCP AND RCB SHALL BE CURBS (BICI) CLASS 2 REFER TO MANUAL DRAWING 9831-0281

AREA OF SEALED CROSSOVER



SEMI TRAILER (19m)			
	meters		
Tractor Width	: 2.50	Lock to Lock Time	: 6.0
Trailer Width	: 2.50	Steering Angle	: 27.8
Tractor Track	: 2.50	Articulating Angle	: 70.0
Trailer Track	: 2.50		

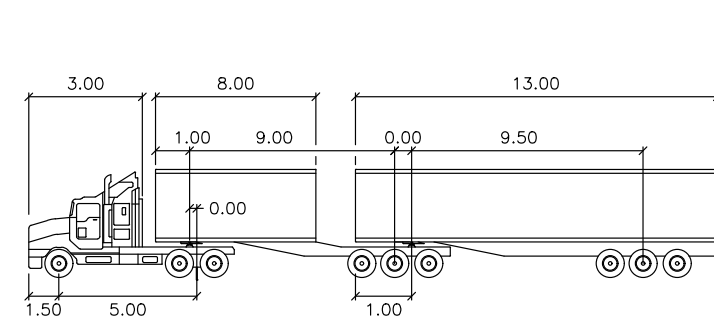
CROSSOVER TO BE SEALED TO EXTENT
SHOWN & TIE SEAMLESSLY INTO
EXISTING SEALED ROAD AND MAKE GOOD



SWEPT PATH - SEMI TRAILER (19m)

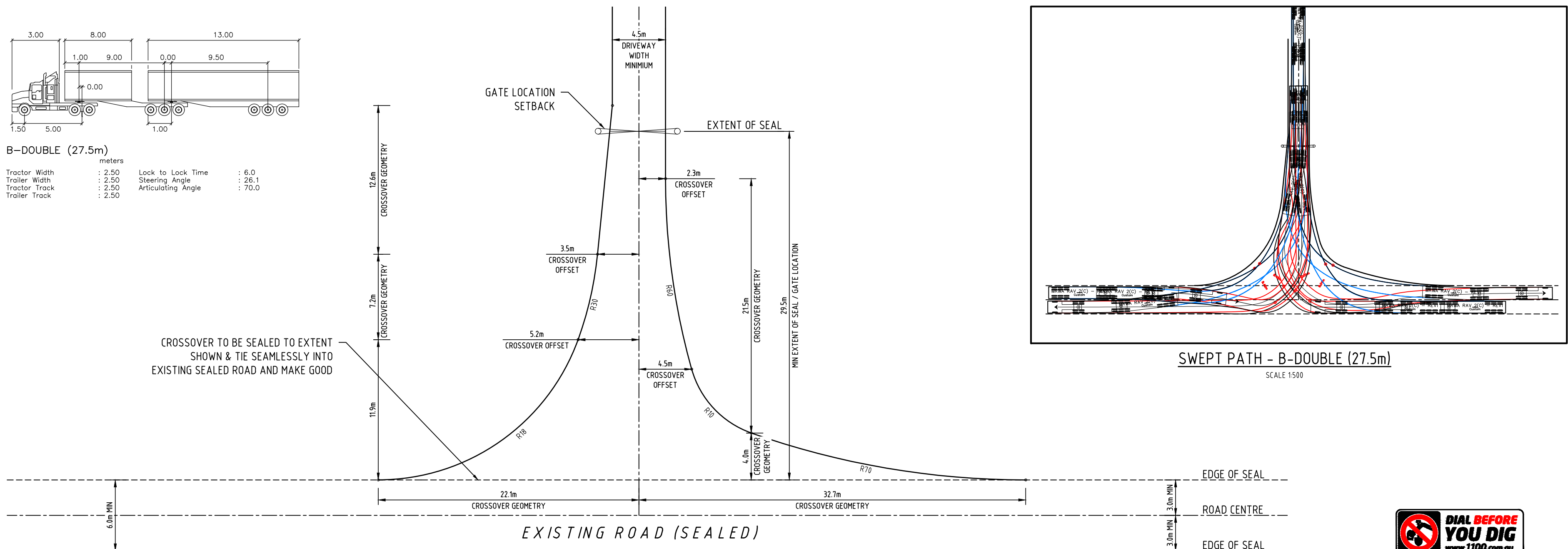
SCALE 1:500

SCALE 1:200



B-DOUBLE (27.5m)			
	meters		
Tractor Width	: 2.50	Lock to Lock Time	: 6.0
Trailer Width	: 2.50	Steering Angle	: 26.1
Tractor Track	: 2.50	Articulating Angle	: 70.0
Trailer Track	: 2.50		

CROSSOVER TO BE SEALED TO EXTENT
SHOWN & TIE SEAMLESSLY INTO
EXISTING SEALED ROAD AND MAKE GOOD



SWEPT PATH - B-DOUBLE (27.5m)

SCALE 1500



SCALE 1:200

[illegible]

13.6 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED GREENHOUSE ON LOT 168 DAVESIA FAIRWAY, GINGINUP

File	BLD/7423
Applicant	Vilko Poznovia
Location	Lot 168 (13) Davesia Fairway, Ginginup
Owner	Sharon and Vilko Poznovia
Zoning	Rural Living
WAPC No	NA
Author	Natasha Jurmann – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	N/A
Appendices	<ol style="list-style-type: none"> 1. Aerial Map - Lot 168 Daviesia Fairway, Ginginup [13.6.1 - 1 page] 2. Location Map - Lot 168 Daviesia Fairway, Ginginup [13.6.2 - 1 page] 3. Applicants Proposal [13.6.3 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Greenhouse and small outbuilding on Lot 168 Davesia Fairway, Ginginup.

BACKGROUND

The Shire is in receipt of a Development Application for a proposed greenhouse and small outbuilding on the subject lot which is 11,074m² in area with a single house currently under construction.

The proposed greenhouse is 20m in length and 8m in width (160m²) and is to be set back 12m from the southern lot boundary and 9m from the western lot boundary. The proposal also includes a small outbuilding which is 3m in length and 4m in width (12m²) which is to be set back 10m from the western boundary.

The proposal seeks variations to the setbacks required by Local Planning Scheme No. 9 (LPS9) and the Country Heights Estate Building Envelope.

A location plan and aerial imagery are attached as **Appendix 13.6.1. and 13.6.2.**

The applicant's proposal is provided as **Appendix 13.6.3**.

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

During this period, one submission was received stating no objection to the proposal from the adjoining neighbour at Lot 169 Daviesia Fairway.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Rural Living under LPS 9, the relevant objectives of which are as follows:

- a. Dwellings are to be setback 20m from all boundaries.*
- b. The siting and design of any buildings on any lot should not significantly impact on the natural vegetation or visual landscape amenity of the site.*

Officer comments

The proposal seeks variations to the required setback distances in the Rural Living Zone. The proposed variation seeks to place a 160m² structure and a smaller 12m² garden shed outside the building envelope. The applicant is proposing to screen the structures by planting vegetation between them and the firebreaks.

Despite the proposed screening, which is likely to improve the amenity outcome for the neighbour on the southern boundary, there are concerns regarding how the structure will appear in the western neighbours' view line down the valley.

Given the size and appearance of the structure, it has the potential to significantly impact on the visual amenity of the site. However, no objections were received from the new owners of the lot, and it is located in line with an existing approved water tank so there is some conjecture as to how much it is likely to impact on the views of the neighbouring property.

Local Development Plan – Country Heights Estate

SETBACKS Where lots are not designated with a building envelope, fire hazard setback and/or General Rural zone separation provision as part of the subject LDP, setbacks shall be in accordance with the following minimum requirements:

- a. Front - 20m;
- b. Side - 20m; and
- c. Rear – 20m.

Officer comment

The application proposes significant variations to the above requirements, with most of the impacts being on the view from the adjacent western property. The applicant does not want to locate the greenhouse within their large envelope as they do not want it to impact on their own views, or the appearance of their property from the street.

Despite each application being assessed on its merits, if the application is approved it could set a tone for the new Country Heights Estate as it is located within Stage 1.

Summary

Given that no objections were raised by the affected landowners, the application is recommended for approval on the basis that it is unlikely to impact the streetscape or reduce the views of the rear neighbour as a water tank is already located in the line of sight.

STATUTORY/LOCAL LAW IMPLICATIONS

Shire of Gingin Local Planning Scheme No. 9

Local Development Plan – Country Heights Estate

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka

SECONDED: Councillor Johnson

That Council grant Development Approval for a Greenhouse and Small Outbuilding at Lot 168 Davesia Fairway, Ginginup subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans, unless conditioned otherwise in this approval;
2. This approval is for a Greenhouse and Small Outbuilding as indicated on the approved plans;
3. The finished floor level of the Greenhouse and Small Outbuilding must be set at the existing average natural ground level to the satisfaction of the Shire of Gingin;
4. The proposed vegetation to be used as screening for the greenhouse must be maintained so that it does not grow higher than 2.8m (the top of the greenhouse);
5. The approved outbuilding is to be constructed using new materials and be of a consistent colour scheme;
6. The outbuilding is not to be used for human habitation or any other industrial or commercial use; and
7. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

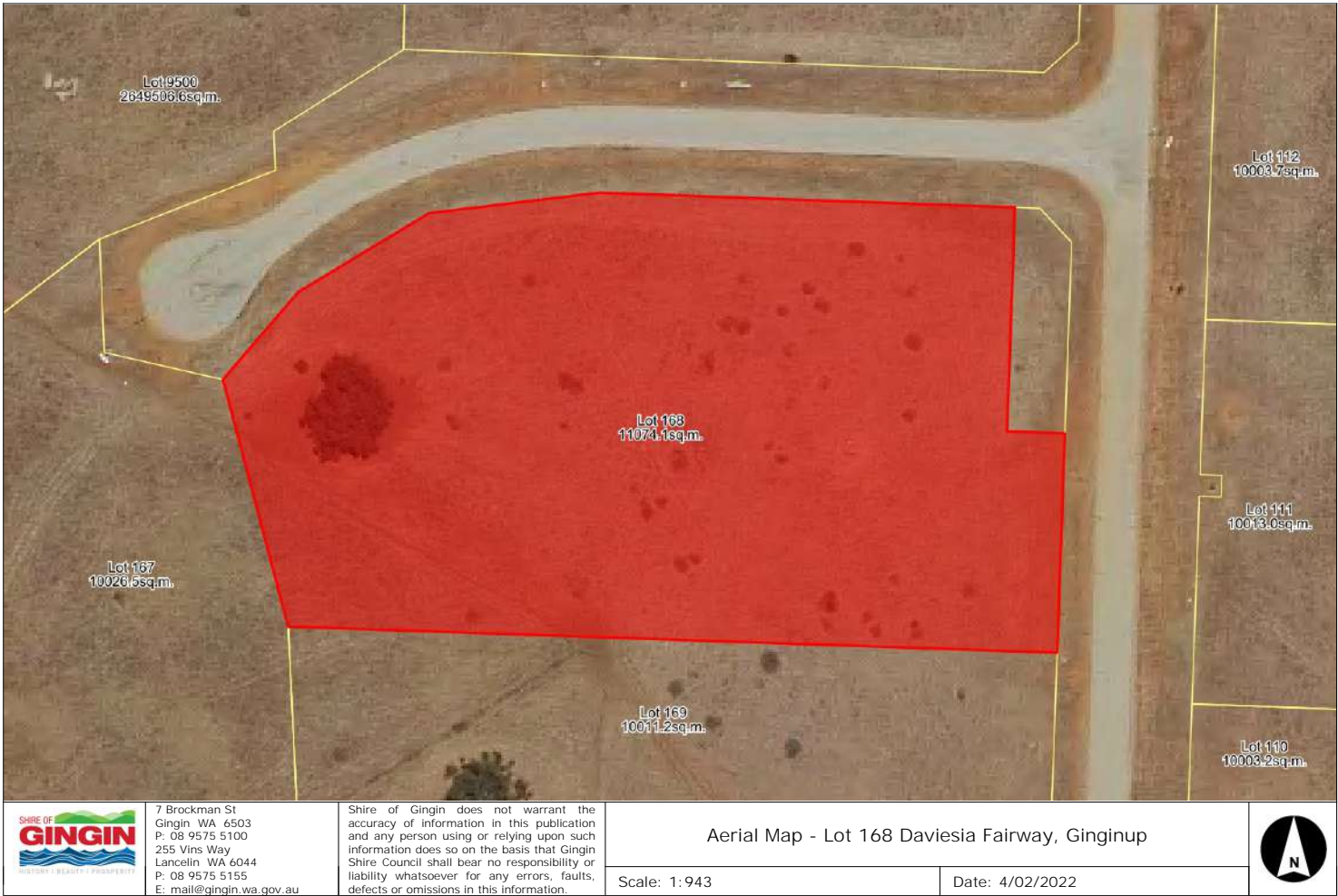
Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

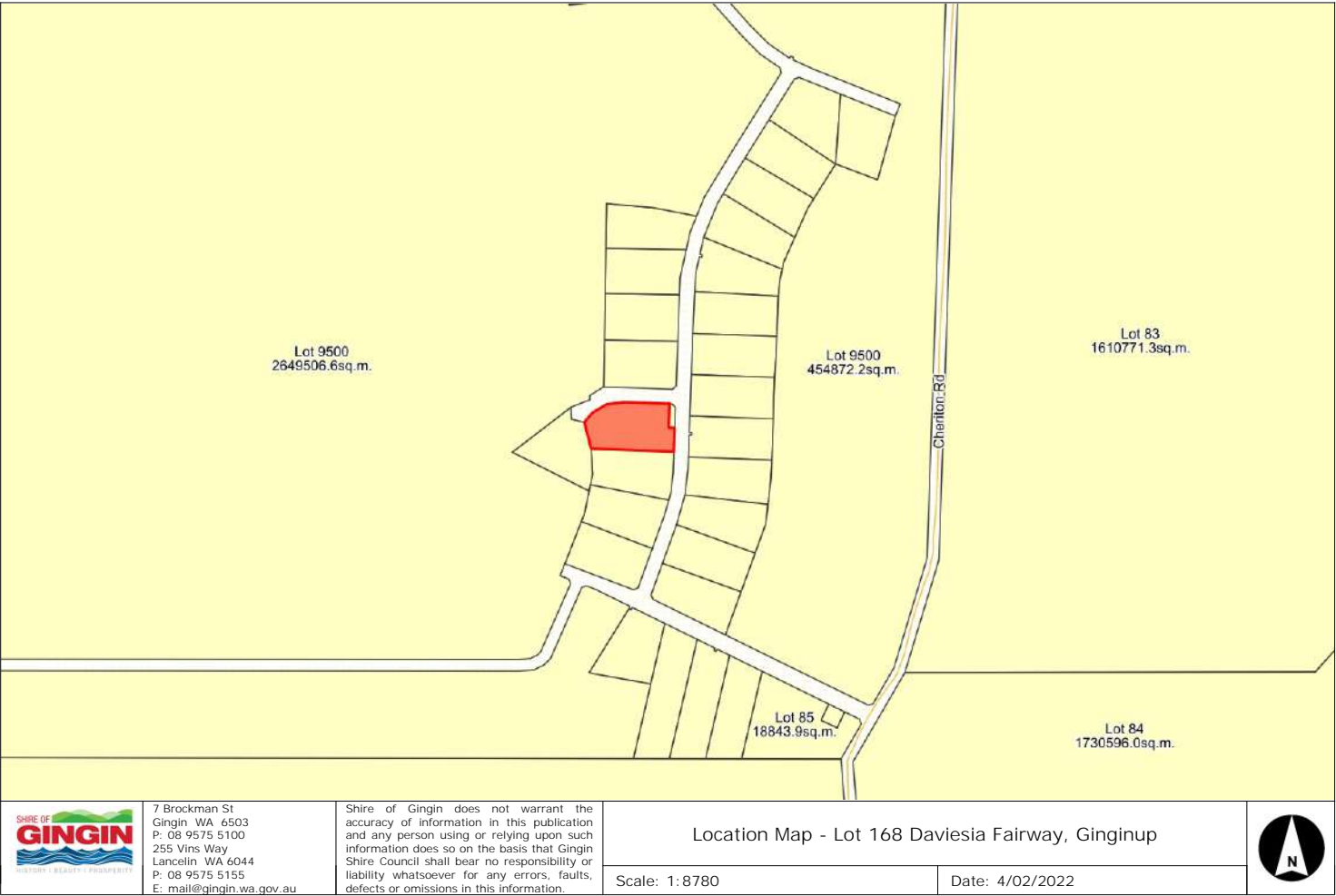
Note 4: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

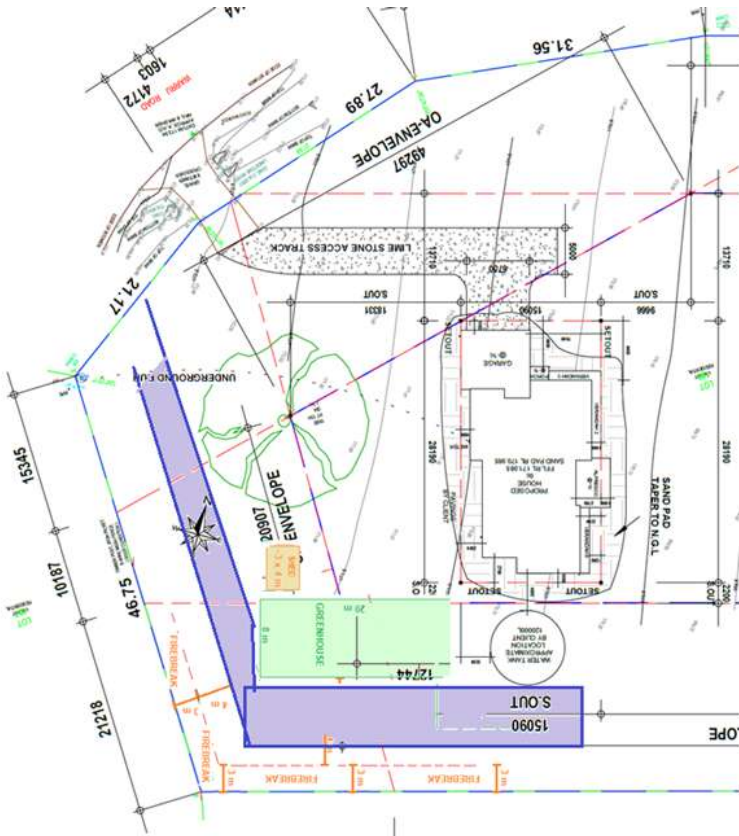
**CARRIED
5 / 1**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Peczka and Councillor Vis*

AGAINST: *Councillor Kestel*







size 8*20m
top height 2.8m
Arch $\phi 32\text{mm}$
arch spacing: 1.2 m
Hot galvanized steel
framework, zinc coated
The greenhouse is connected by
all connected parts, not welding
type.
Accessories Included :Slot
circlip, Squeeze film line,



150 micron PE film
Anti-sunlight, heat preservation,
anti - aging, uv - proof.

13.7 APPLICATION FOR DEVELOPMENT APPROVAL - USE NOT LISTED (OUTBUILDING) ON LOT 176 SANDSTONE PLACE, KARAKIN

File	BLD/7493
Applicant	Maurizio and Patricia Pasetti
Location	Lot 176 Sandstone Place
Owner	Maurizio and Patricia Pasetti
Zoning	Rural Living 1
WAPC No	N/A
Author	Natasha Jurmann – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	N/A
Appendices	<ol style="list-style-type: none"> 1. Location Map - Lot 176 Sandstone Place, Karakin [13.7.1 - 1 page] 2. Aerial Map - Lot 176 Sandstone Place, Karakin [13.7.2 - 1 page] 3. Applicant's Proposal [13.7.3 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Use Not Listed (Outbuilding) on Lot 167 Sandstone Place, Karakin.

BACKGROUND

The subject lot is 1.49 hectares in area and is currently vacant. The applicant has advised that their intention for the property is to construct a single house and use the outbuilding for the storage of building materials whilst constructing their house.

It should be noted that in order for the proposed structure to be considered as a traditional outbuilding, it must be associated with a dwelling. An outbuilding is not permitted as a stand-alone structure on an otherwise vacant lot. As such, given the subject site does not yet contain a dwelling nor has the construction of the dwelling been substantially commenced on the property, the officer is unable to approve the proposed structure under delegation.

The proposed Use Not Listed (Outbuilding) is 10 metres in length and 8 metres in width, equating to an area of 80m². The proposed wall height is 2.5 metres increasing to an overall height of 3.2 metres. The outbuilding is set back 20 metres from the closest (western) lot boundary and is therefore compliant from a setback perspective.

A location plan and aerial imagery are provided as **Appendix 13.7.1** and **Appendix 13.7.2**.

The applicant's proposal is provided as **Appendix 13.7.3**.

COMMENT

Stakeholder Consultation

No consultation was undertaken given no variations are proposed that may impact neighbouring properties.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Rural Living under LPS 9, the objectives of which are to:

- a) *protect the rural environment and landscape;*
- b) *accommodate single dwellings at very low densities on individual allotments beyond the urban areas;*
- c) *restrict and limit the removal of natural vegetation and encourage revegetation where appropriate;*
- d) *prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;*
- e) *avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and*
- f) *provide for a suitable level of physical and community infrastructure.*

Clause 3.4.2 of LPS 9 outlines the process in dealing with uses not listed in the Zoning Table:

3.4.2 *If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may*

–

- a) *determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*

- b) *determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of the clause 9.4 in considering an application for planning approval; or*
- c) *determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

The proposal is deemed to be consistent with the objectives of the Rural Living zone and is therefore permitted, subject to relevant conditions.

As the proposal relies upon the construction of a dwelling to satisfy LPS 9, it is recommended that an appropriate condition be imposed to ensure that the landowners follow through on their commitment to build a dwelling in conjunction with the outbuilding and, should that not occur, requiring that the structure is removed.

Setbacks

The development is required to be set back 20 metres from all lot boundaries in accordance with 'Table 2 – Site Requirements' under LPS 9. The proposed outbuilding is set back in excess of 20 metres and is therefore compliant.

Planning and Development (Local Planning Scheme) Regulations 2015 (the Regulations)

The Regulations are subsidiary legislation created under the *Planning and Development Act 2005* that include 'Deemed Provisions' which apply to every local planning scheme throughout the State.

In accordance with Schedule 2, Part 9, Clause 72 of the Deemed Provisions, the local government may impose conditions limiting the period of time for which development approval is granted.

Note: A temporary development approval is where the local government grants approval for a limited period. It does not have any effect on the period within which the development must commence.

The above clause permits time limited approvals to be imposed. The rationale behind the time limited condition has been outlined above.

Summary

In summary, the proposed Use Not Listed (Outbuilding) can be appropriately regulated via conditions of approval. On that basis the officer recommends conditional support for the development.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015
Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Johnson

That Council:

1. Accept that the proposed development is appropriate for consideration as a "Use Not Listed" (Outbuilding) and is compatible with the objectives of the Rural Living zone in accordance with Clause 3.4.2 of the Shire of Gingin's Local Planning Scheme No. 9; and
2. Grant Development Approval for a Use Not Listed (Outbuilding) on Lot 176 Sandstone Place, Karakin subject to the following conditions:
 - a. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this approval;
 - b. This approval is for a Use Not Listed (Outbuilding) only as indicated on the approved plans;

- c. This approval is valid for a period of two years expiring on 19 July 2024, at which time the Use Not Listed (Outbuilding) is to be removed from the property unless the construction of a single house has been completed;
- d. The finished floor level of the outbuilding must be set at the existing average natural ground level to the satisfaction of the Shire of Gingin;
- e. The outbuilding is not to be used for human habitation or any other industrial or any commercial use;
- f. The approved outbuilding is to be constructed using new materials and be of a consistent colour scheme; and
- g. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

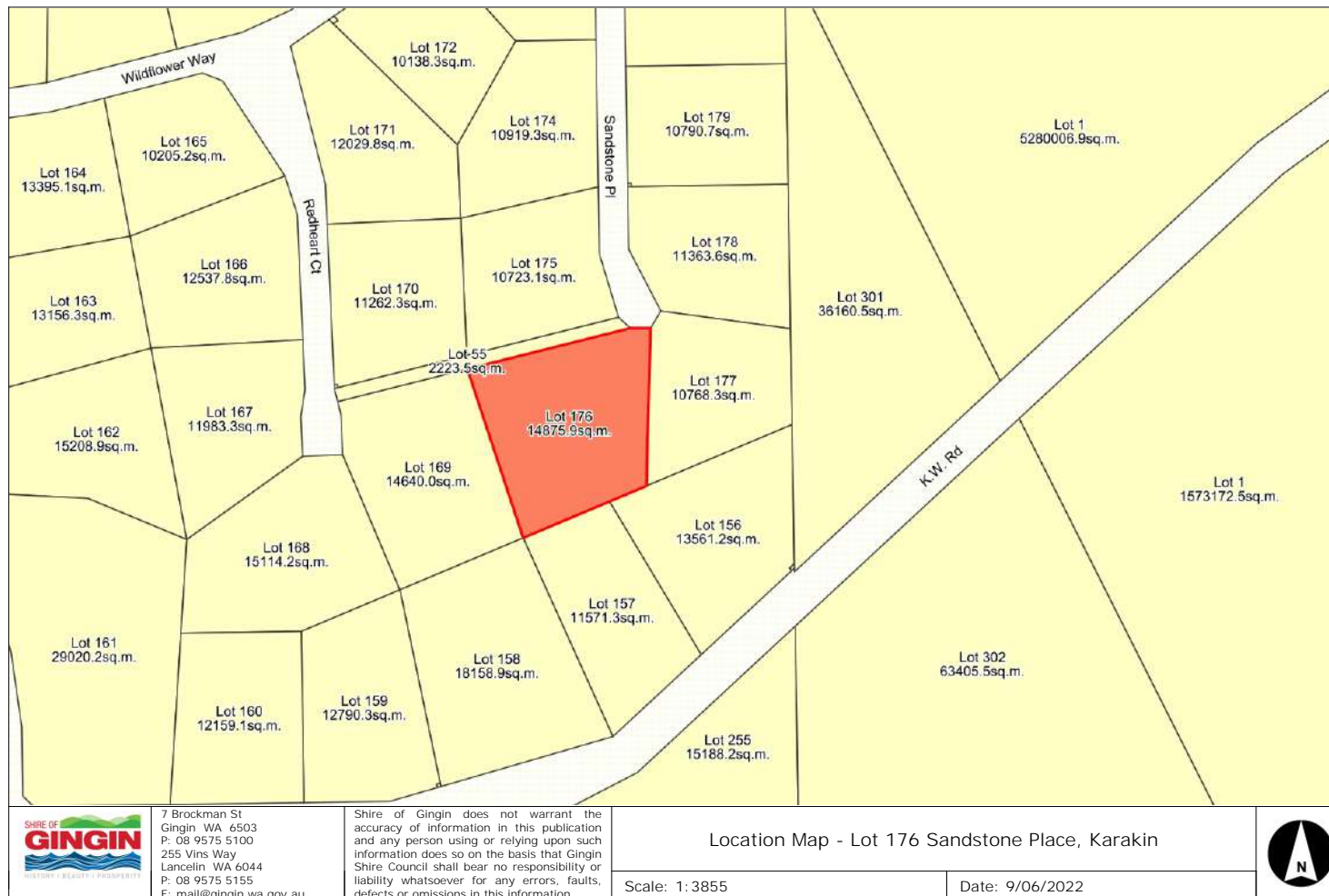
- Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of 2 years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 6: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

Note 7: Should the single house be constructed within the 2 year approval period, the structure will be classified under the planning framework as an 'outbuilding' and therefore will be subject to an exemption from the need to obtain further development approval under Schedule A, Clause 61 (m) of Local Planning Scheme No. 9.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*





PO Box 244
Lancelin WA 6044

Gingin Shire
7 Brockman Street
GINGIN WA 6503

Dear Development Officer

We are owner builders who have submitted our application for development at Lot 176 Sandstone Place, Karakin, WA, 6044.

The following is a timeline for both our shed and house to be erected and completed. However, this timeline is dependent on the dates of us receiving back permission to develop and permission to build. Furthermore, this timeline is also dependent on the availability and arrival of materials. We have tried to factor in the above when creating our timeline.

Submitting Development Application	9 June 2022
Submitting Building Application	18 July 2022
Order Shed (12 to 14 week wait)	August 2022
Order House	September 2022
Sand pad plus concrete pad for shed	October 2022
Erect shed	October 2022
Sand pad plus concrete pad for house	January 2023
Erect house shell	January 2023
Completed house	15 December 2023

We require the shed first in order to store the items for the house as well as all our building equipment. Furthermore, we have applied to have a toilet in the shed as we will have tradesmen assisting with the building and completing of our house.

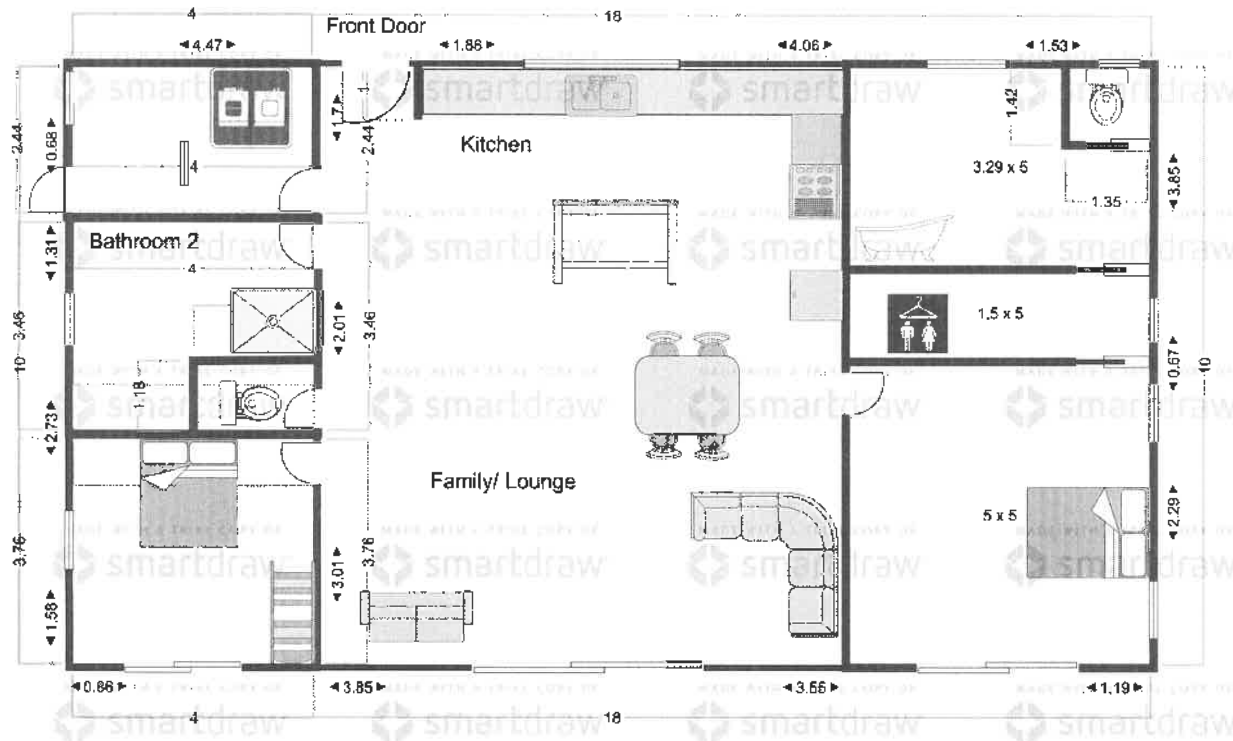
Many thanks for your consideration.

Maurizio and Patricia Passetti

A hand-drawn site plan on graph paper. The plan shows a large irregular boundary. Inside, there are two rectangular structures labeled 'S' and 'H'. Structure 'S' has dimensions 20M by 10M. Structure 'H' has dimensions 25M by 18M. A driveway is shown on the left side, with a width of 15M. Various other dimensions are marked: 100M FB, 137M FB, 125M FB, 15M FB, 35M, 22M, 20M, 10M, 8M, 11M, 18M, 15M, 100M, 137M, 125M, 15M, 35M, 22M, 20M, 10M, 8M, 11M, 18M. Labels include 'BUSH', 'BURNT BUSH', 'FB', 'DRIVEWAY', 'S', 'H', 'LOT 175'.

N

- (S) SHED 8x10M
(H) HOUSE 14x18M
(FB) FIRE BREAKS





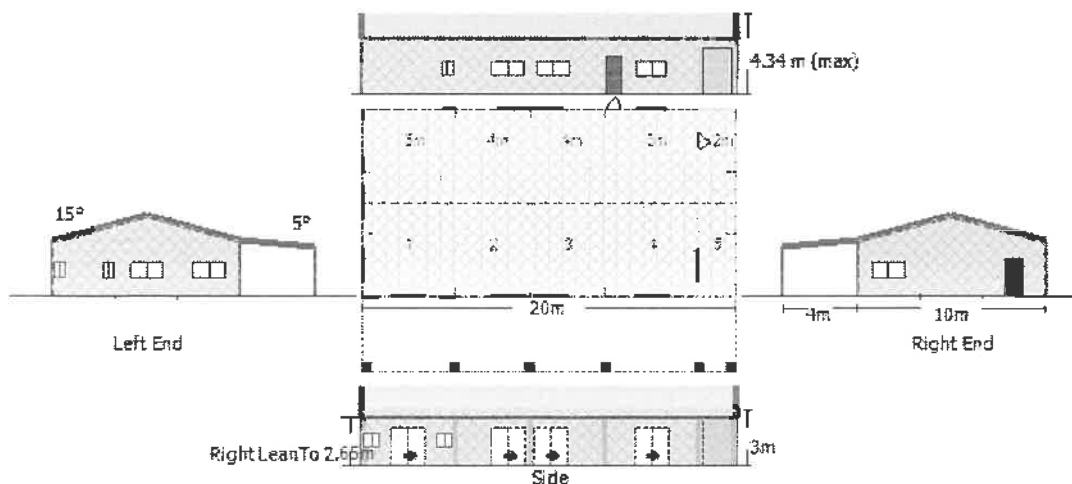
Job Number: 55305
Date Issued: 25/02/2022

Name: Patricia & Maurizio Passetti
Telephone Number:

Hi Patricia & Maurizio,

We are pleased to present our quote for your new steel building.
The features of this quote refer to the supply of materials only unless stated otherwise, based on the information discussed to date.

All our sheds are made from quality Australian BlueScope® Steel and we are Shed Safe accredited – giving you the confidence that your shed meets the requirements of the Building Code of Australia (BCA). Your steel building will be manufactured locally in Perth, WA.



19 Boydell Road, Kenwick. (Kenwick Link)
P: (08) 61610532 • E: westernsheds@bigpond.com
westernsheds.com.au

☒ Rest assured we are **SHED SAFE** accredited

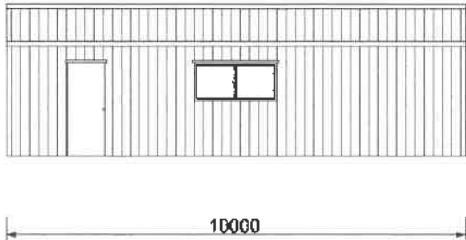
☒ We use genuine **Colorbond**

☒ Australian steel provided by **STEEL SUPPLIED BY**

☒ **HIA** you're in good hands MEMBER

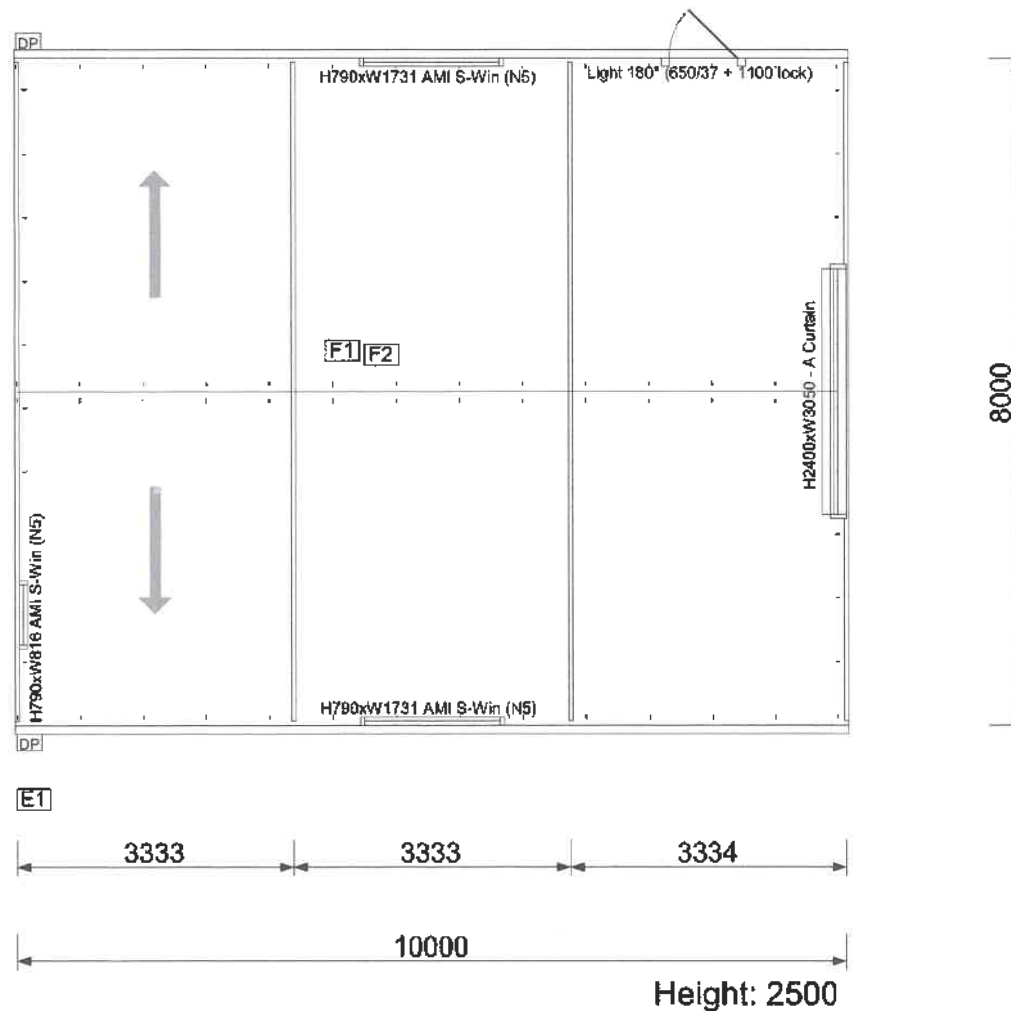
**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 13.7.3

 <p style="text-align: center;">10000</p> <p>Back</p>	 <p style="text-align: center;">8000</p> <p style="text-align: right;">2500 3205</p> <p>Left</p>
 <p style="text-align: center;">10000</p> <p>Front</p>	 <p style="text-align: center;">8000</p> <p style="text-align: right;">2500 3205</p> <p>Right</p>

company: Action Sheds Australia PTY LTD address: 55 Erceg Road phone: 6559 1970 mail: wayne@actionsheds.com.au		CLIENT NAME: Patricia Pasetti SITE ADDRESS: TBA Karakin, WA, PC: 6044	CLIENT SIGNATURE: _____ DATE: 01/06/2022	TITLE: Elevations View QUOTE NO: ASHAW54142 SCALE: NTS DATE: 01/06/2022 PAGE: 2 of 2	REV: A
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APPENDIX 13.7.3



OPTION ITEMS LIST:

- 3 x Windows
 - 1 x H790xW816 AMI S-Win (N5)
 - 2 x H790xW1731 AMI S-Win (N5)
- 1 x PA Door
 - 1 x Light 180° (650/37 + 1100 lock)
- 1 x Roller Door
 - 1 x H2400xW3050 - A Curtain
- (F1) 5 x roll x PERMASTOP LD R1.3
55mm 1200x15000 (18sqm) - exclude
QLD
- (F2) 1 x roll x Ausmesh Safety Wire -
1800 x 50m roll
- (E1) 1 x Eng - Certificate (WA) - Enduro

Company: Action Sheds Australia PTY LTD
Address: 55 Erceg Road
Phone: 6559 1970
Email: wayne@actionsheds.com.au



CLIENT NAME:	Patricia Passetti
SITE ADDRESS:	TBA Karakin, WA, PC: 6044

CLIENT SIGNATURE:

TITLE:	
--------	--

Plan View

QUOTÉ No: **ASHAW54142**

42	NAME: NTS
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REV.

DATE 01/06/2022

PAGES: 1 of 2

13.8 APPLICATION FOR DEVELOPMENT APPROVAL - HOME BUSINESS VEHICLE SERVICING WORKSHOP AT LOT 13 (32) SANDALWOOD ROAD, GABBADAH

File	BLD/7485
Applicant	Warren Leedes
Location	Lot 13 (32) Sandalwood Road, Gabbadah
Owner	Warren Leedes
Zoning	Rural Living
WAPC No	N/A
Author	Natasha Jurmann – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	N/A
Appendices	<ol style="list-style-type: none"> 1. Location Map - Lot 13 (32) Sandalwood Road, Gabbadah [13.8.1 - 1 page] 2. Aerial Map - Lot 13 (32) Sandalwood Road, Gabbadah [13.8.2 - 1 page] 3. Applicants Proposal 2 [13.8.3 - 3 pages] 4. Schedule of Submissions and Recommended Responses [13.8.4 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Home Business (Light Vehicle Servicing Workshop) on Lot 13 (32) Sandalwood Road, Gabbadah.

BACKGROUND

The Shire received an Application for Development Approval on 19 May 2022 for a home business to operate from the abovementioned site. The subject property is 2ha in area and currently contains a Single House and an Outbuilding.

The application seeks approval to operate a Vehicle Servicing Workshop from the property. The business will provide clients with general servicing needs but does not include panel beating or body works.

The applicant intends to operate 7.30am-5pm Monday to Friday and the occasional Saturday morning from 8am to 12noon, with a maximum of 7 clients on any one day.

Consideration by Council is required as a home business is considered to be an 'D' use under Local Planning Scheme No 9 (LPS 9), which administration does not have delegated powers to determine.

A location plan, aerial map and a copy of the applicant's proposal are provided as **Appendices 13.8.1, 13.8.2 and 13.8.3** respectively.

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

The Shire received two submissions with respect to the application, both supporting the development.

A copy of the Schedule of Submissions and Recommended Responses is provided as **Appendix 13.8.4**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Rural Living under LPS 9, the objectives of which are to:

- a) *protect the rural environment and landscape;*
- b) *accommodate single dwellings at very low densities on individual allotments beyond the urban areas;*
- c) *restrict and limit the removal of natural vegetation and encourage revegetation where appropriate;*
- d) *prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;*
- e) *avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and*
- f) *provide for a suitable level of physical and community infrastructure.*

LPS 9 defines a home business as:

A business, service or profession carried out in a dwelling or on land around a dwelling by an occupier of the dwelling which –

- a) Does not employ more than 2 people not members of the occupier's household;*
- b) Will not cause injury to or adversely affect the amenity of the neighbourhood;*
- c) Does not occupy an area greater than 50 square metres;*
- d) Does not involve the retail sale, display or hire of goods of any nature;*
- e) in relation to vehicles and parking, does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood, and does not involve the presence, use or calling of a vehicle more than 3.5 tonnes tare weight; and*
- f) Does not involve the use of an essential service of greater capacity than normally required in the zone.*

The application is consistent with the definition of a home business as it is unlikely to cause injury to or adversely affect the amenity of the neighbourhood, although the Shire has recognised that due to the nature of the home business it is likely that the adjoining neighbours will experience some noise and increase in traffic. Both adjoining neighbours have provided letters of support for the application.

The large lot size ensures that there is sufficient room for parking of client vehicles between the existing dwelling and outbuilding that is to be used to house the hoist. Due to this the majority of vehicles will be shielded from the adjoining landowners by these buildings.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant, with the Officer comments outlined below:

- (m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;*

Comment

The officer is of the view that the proposed development is compatible within the rural living environment with regards to building bulk and scale. The resulting traffic to the site is not common within the Rural Living zone, however the officer notes that little to no adverse impact will occur and the neighbouring property owners have not voiced any concerns.

Summary

The officer is of the view that the subject land can accommodate the proposed Home Business provided that the appropriate planning conditions are in place.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Planning Scheme No. 9 (LPS 9)

Planning and Development (Local Planning Scheme) Regulations 2015

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council grant development approval for a proposed Home Business (Light Vehicle Servicing Workshop) on Lot 13 (32) Sandalwood Road, Gabbadah subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this approval;
2. This approval is for a Home Business (Light Vehicle Servicing) only, and shall comply with the definition of 'Home Business' as prescribed under Local Planning Scheme No. 9 at all times, except for the extent of variation permitted as part of this approval;

3. The development is limited to the area of land, including the parking of vehicles and equipment, as delineated on the approved plans;
4. Prior to commencement of the use, the development area (outdoor parking/storage) is to be screened from public view from Indian Ocean Drive by either an internal wall/fence or landscaping to the satisfaction of the Shire Gingin;
5. The development may only operate between the hours of 7.30am - 5pm Monday to Friday and 8am - 12noon on Saturday. Operating on public holidays is prohibited;
6. No more than 7 vehicles are permitted on the property at any one time. Heavy vehicles are prohibited;
7. Waste associated with the development shall be disposed of at an approved facility;
8. The Home Business (Light Vehicle Servicing) is to include minor servicing only, and shall not include major repair works such as panel beating, welding and/or other works that may result in excessive noise;
9. The development shall not involve the retail sale, display, or hire of any goods associated with the development; and
10. The development shall not display advertising signage visible from Indian Ocean Drive.

ADVICE NOTES:

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

Note 4: The operation will be required to comply with the *Environmental Protection (Noise) Regulations 1997*.

Note 5: This planning approval shall not be construed as an approval or support of any kind for any other planning related application (including subdivision) on the subject land.

Note 6: LPS 9 defines a home business as:

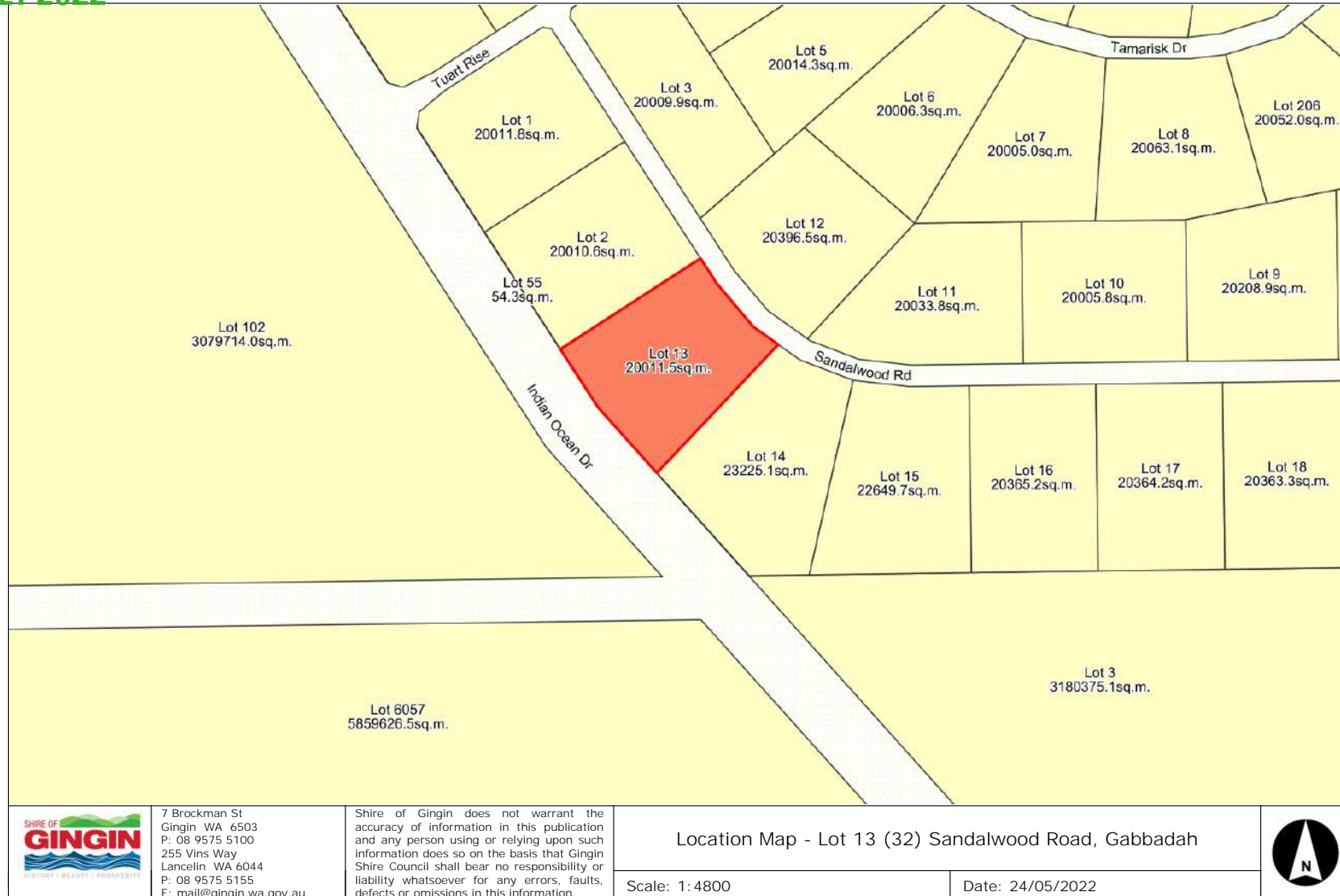
A business, service or profession carried out in a dwelling or on land around a dwelling by an occupier of the dwelling which -

- a) Does not employ more than 2 people not members of the occupier's household;*
- b) Will not cause injury to or adversely affect the amenity of the neighbourhood;*
- c) Does not occupy an area greater than 50 square metres;*
- d) Does not involve the retail sale, display or hire of goods of any nature;*
- e) in relation to vehicles and parking, does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood, and does not involve the presence, use or calling of a vehicle more than 3.5 tonnes tare weight; and*
- f) Does not involve the use of an essential service of greater capacity than normally required in the zone.*

CARRIED UNANIMOUSLY
6 / 0

FOR: Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis

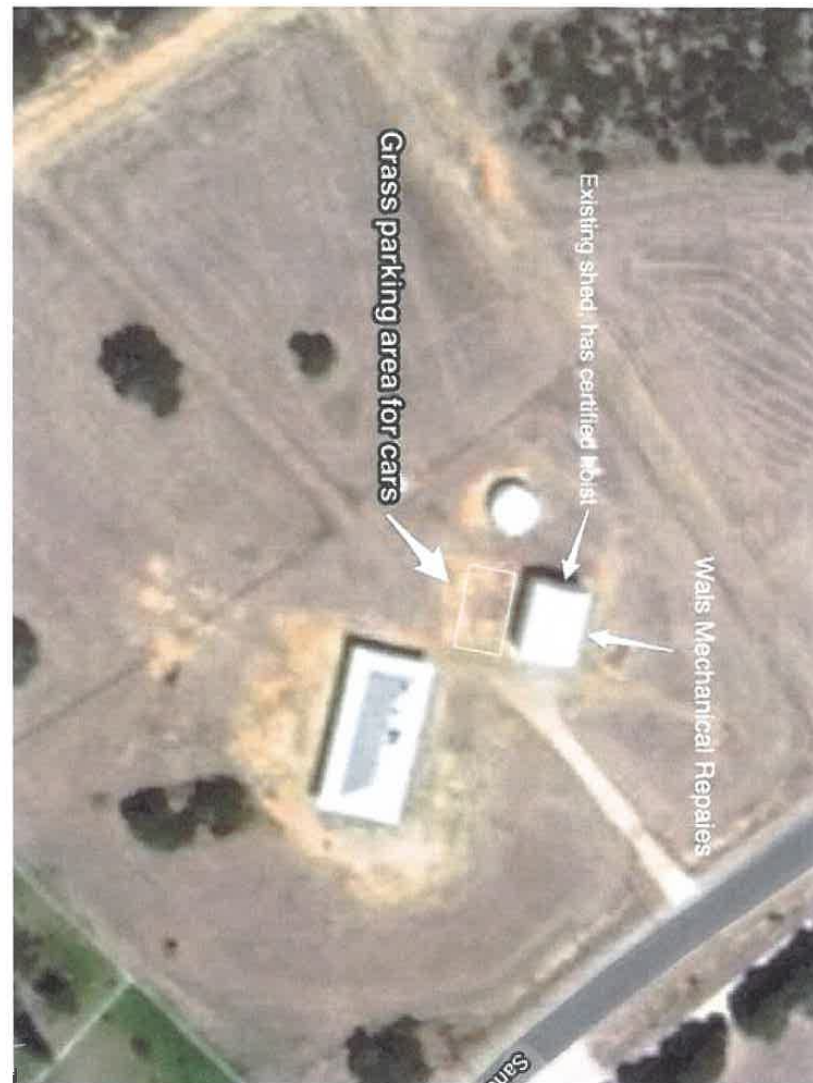
AGAINST: Nil



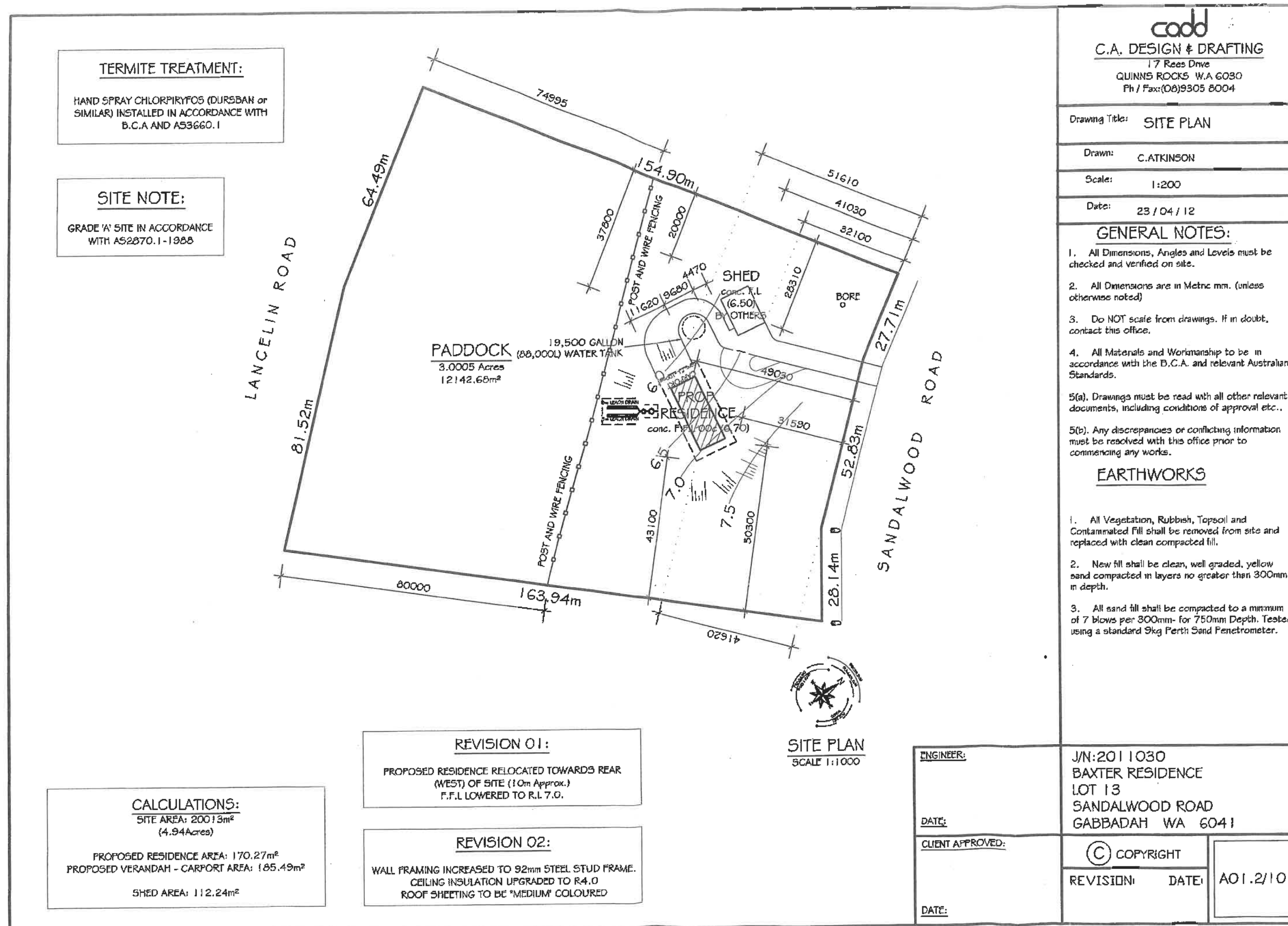




32 SANDALWOOD RD
GABBADAH



32 SANDALWOOD RD
GABBADAH



SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED HOME BUSINESS (VEHICLE SERVICING) ON LOT 13 (32) SANDALWOOD ROAD, GABBADAH

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	The submitter supports the proposal and provides the following general comment: <i>"We fully support the application and are of the view that developing services within the coastal strip can only be advantageous to residents."</i>	Noted.
2.	Ratepayer	The submitter supports the proposal and provides the following general comment: <i>"We have no objection for the vehicle servicing business to operate at the above address."</i>	Noted.

13.9 APPLICATION FOR SUBDIVISION APPROVAL REFERRAL - PROPOSED TWO LOT SUBDIVISION (HOMESTEAD LOT) ON LOT 1001 (51) BOOBABBIE ROAD, CARABAN

File	LND/631
Applicant	Dynamic Planning
Location	Lot 1001 (51) Boobabbie Road, Caraban
Owner	Gregory Murray
Zoning	General Rural
WAPC No	WAPC162389
Author	Natasha Jurmann - Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none"> 1. Aerial Map - Lot 1001 (51) Boobabbie Road, Caraban [13.9.1 - 1 page] 2. Location Map - Lot 1001 (51) Boobabbie Road, Caraban [13.9.2 - 1 page] 3. 20220523 162389 Lot 1001, 51 Boobabbie Road, Caraban - Cover Letter [13.9.3 - 10 pages] 4. 20220523 162389 Lot 1001, 51 Boobabbie Road, Caraban - Plan [13.9.4 - 1 page] 5. 20220523 162389 Lot 1001, 51 Boobabbie Road, Caraban - Required Information about the Proposal [13.9.5 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a proposal to subdivide Lot 1001 (51) Boobabbie Road, Caraban into two lots addressing the exceptional circumstance for Homestead Lots under Development Control Policy 3.4 – Subdivision of Rural Land.

BACKGROUND

The Western Australian Planning Commission (WAPC) is the responsible authority for subdivision approvals in Western Australia. Subdivision applications are registered by the Department of Planning, Lands and Heritage (DPLH) then referred to relevant State Government agencies and the local government for comment. As such, this subdivision proposal has been referred to the Shire of Gingin for comment.

The subject lot is 343.4 hectares in area and currently accommodates an Extractive Industry and a Single House with associated structures. The site is accessed via Boobabbie and Guilderton Roads.

The proposed subdivision seeks approval to create two green title lots, resulting in Lot A being 12 hectares in area (homestead) and Lot B being 343.4 hectares in area (balance lot).

The matter is being presented to Council as the assessing officer is of the view that the subdivision proposal is not strictly consistent with Local Planning Scheme No. 9 and it does vary the exceptional circumstances for the subdivision of Rural land under Development Control Policy 3.4 (DCP 3.4).

A location plan and aerial image are attached as **Appendices 13.9.1 and 13.9.2.**

A copy of the applicant's proposal and accompanying plans are provided as **Appendices 13.9.3, 13.9.4 and 13.9.5.**

COMMENT

Stakeholder Consultation

Not applicable.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned General Rural under LPS 9, the objectives of which are to:

- a) *manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- b) *encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
- c) *maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- d) *provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

‘Clause 4.8.6 - General Rural Zone’ of LPS 9 states:

4.8.6.1 In the General Rural zone lot sizes shall comply with the following standards:

<i>Code</i>	<i>Minimum Lot Size</i>
<i>GR10</i>	<i>10 Hectares;</i>
<i>GR20</i>	<i>20 Hectares;</i>
<i>GR30</i>	<i>30 Hectares; and</i>
<i>GR40</i>	<i>40 Hectares.</i>

UNCODED Further subdivision will not be supported unless it meets the exceptional circumstance requirements for subdivision under WAPC Development Control Policy 3.4.

Comment:

As the subject lot does not have a minimum lot size coding under LPS 9, the subdivision must be in accordance with an exceptional circumstance requirement as listed under DCP 3.4. In this instance the applicant is seeking subdivision under clauses 6.1 and 6.6.

4.8.6.10 Prior to any subdivision and development of GR coded land, a structure plan may be required to address issues including:

- (i) Access;*
- (ii) Building exclusion zones;*
- (iii) Bushfire management;*
- (iv) Servicing; and*
- (v) Environmental features and buffers.*

4.8.6.11 Notwithstanding clause 4.8.6.10, a structure plan may not be required in support of proposals on GR coded land where identified issues may be addressed through the provision of technical information.

Comment:

Given the scale of the proposed subdivision, the requirement to prepare a structure plan is deemed to be unnecessary as the above matters are able to be demonstrated appropriately.

The relevant objectives of the GR zone are addressed below:

- a) Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*

Comment:

This proposal is for subdivision only and does not seek to alter the land use. This proposal seeks to excise a single house and an extractive industry to be on two separate titles, albeit in close proximity to one another. The single house accommodates the operators of the Extractive Industry land use.

- b) Encourage and protect broad acre agricultural activities such as grazing and more intensive agriculture activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*

Comment:

The balance lot does contain areas of open pasture and cleared land capable of accommodating agricultural development. The lot currently contains a single house and an extractive industry, which is expected to be supported on general rural land in line with the provision for extractive industries which notes *"the Local government may consider applications for extractive industries in the General Rural Zone"*. In order to allow the existing house and extractive industry to continue to operate the applicant seeks to subdivide the land and continue to live in the dwelling.

The continued use of both the extractive industry and the dwelling causes some concern for the potential future sale of the dwelling, and if the subdivision were to be approved then a notification would need to be placed on the title.

- c) Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*

Comment:

The subdivision proposal does not include any clearing for the purpose of achieving the separate titles.

- d) Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

Comment:

This proposal would now allow for an additional single house to be developed on the balance lot as it would only contain an extractive industry development. This could be viewed as being inconsistent with this objective.

State Planning Policy 2.5 – Rural Planning (SPP 2.5)

The purpose of this policy is to protect and preserve Western Australia's rural land assets due to the importance of their economic, natural resource, food production, environmental and landscape values. SPP 2.5, as provided at cl 3.3 (b), is to be used in tandem with DCP 3.4 in decision making on subdivision proposals for rural zoned land.

The officer intends to outline the relevant provisions of SPP 2.5 and DCP 3.4 and then provide commentary in relation to the proposed subdivision further in the report below.

The officer highlights the below objectives for Council's attention:

- (e) avoid and minimise land use conflicts;*

SPP 2.5, as provided at cl 5.1, seeks to protect rural land and land uses by:

- (e) creating new rural lots only in accordance with the circumstances under which rural subdivision is intended in Development Control Policy 3.4: Subdivision of rural land;*
- (f) preventing the creation of new or smaller rural lots on an unplanned or ad-hoc basis, particularly for intensive or emerging primary production land uses;*
- (g) comprehensively planning for the introduction of sensitive land uses that may compromise existing, future and potential primary production on rural land; and*

Cl 6.5 'Subdivision' of SPP 2.5 states:

It is the view of the WAPC that there are sufficient, suitably sized and located rural lots to cater for intensive and emerging primary production land uses. Creation of new rural lots through ad hoc, unplanned subdivision will not be permitted.

In contemplating subdivision proposals on rural land, WAPC policy is:

- (a) the creation of new or smaller rural lots will be by exception and in accordance with Development Control Policy 3.4: Subdivision of rural land;*
- (b) the creation of new or smaller rural lots by exception may be provided for in other State Planning Policies and/or a local planning strategy or scheme;*
- (c) no other planning instruments besides those listed at (a) or (b) can provide for the subdivision of rural land; and*
- (d) the introduction of new dwelling entitlements or other sensitive land uses should not limit or prevent primary production from occurring.*

Development Control Policy 3.4 - Subdivision of Rural Land (WAPC)

DCP 3.4 at cl. 2 says that it is an operational policy to guide subdivision of rural land to achieve key objectives of SPP 2.5. At cl. 5, DCP 3.4 states that when determining subdivision proposals on rural land, the following measures apply:

- (a) the creation of new or smaller lots will be by exception;*

- (b) proposals will be considered against strategies and schemes;*
- (c) adequate buffer distances for sensitive and/or incompatible land uses can be achieved; and*
- (d) proposals will be assessed against any relevant State planning policies and/or operational policies.*

Clause 6 of DCP 3.4 sets out the exceptional circumstances under which subdivision of rural land can be considered, with the relevant circumstance outlined below:

- (d) In the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation;*

The applicant is seeking support on the basis of exceptional circumstance under cl. 6.6 – Homestead lots. The following is stated under DCP 3.4 in relation to homestead lots:

The creation of homestead lots is intended to allow primary producers to continue to occupy their dwelling when they cease to farm, and provide settlement opportunities in areas where land fragmentation is limited and unlikely to increase. Homestead lots are to be created in a manner that is consistent with the rural character and landscape of a locality. Homestead lots may be facilitated through boundary rationalisation or the creation of a new lot.

Homestead lots may therefore be created to enable an approved existing house on a rural lot to continue to be occupied provided that:

- (a) the land is in the DC 3.4 Homestead lot policy area (refer Appendix 2);*

Officer comment

The subject lot is within the Homestead Lot policy area number 23 (Gingin).

- (b) the homestead lot has an area between one and four hectares, or up to 20 hectares to respond to the landform and include features such as existing outbuildings, services or water sources;*

Officer comment

The proposed homestead lot is 12ha.

- (c) there is an adequate water supply for domestic, land management and fire management purposes;*

Officer comment

The single house is serviced by a potable water supply for domestic purposes via rainwater tank(s).

- (d) the dwelling is connected to a reticulated electricity supply or an acceptable alternative is demonstrated;*

Officer comment

The single house is connected to electricity via infrastructure off Guilderton Road.

- (e) the homestead lot has access to a constructed public road;*

Officer comment

The proposed homestead lot has access via an existing crossover and driveway to/from Diamond Island Road and Boobabbie Road.

The balance lot retains its access via Guilderton Road.

- (f) the homestead lot contains an existing residence that can achieve an appropriate buffer from adjoining rural land uses;*

Officer comment

The proposal does not achieve this provision.

Typically a 1000m separation buffer applies between a proposed extractive industry and a sensitive land use (i.e. dwelling). In this instance, both currently exist and a future purchaser of the homestead lot would be well aware of the existence of the extractive industry, however a notification on the title should declare the conflict.

- (g) a homestead lot has not been excised from the farm in the past;*

Officer comment

There are no records of a homestead lot having previously been excised.

- (h) the balance lot is suitable for the continuation of the rural land use, and generally consistent with prevailing lot sizes, where it can be shown that this is consistent with the current farming practices at the property; and*

Officer comment

The balance lot is capable of the continuing the existing extractive industry, which is a use contemplated in the GR zone.

- (i) *the dwelling on a homestead lot must be of a habitable standard and may be required to be certified as habitable by the local government.*

Officer comment

The single house is approved by the Shire's Building Department and is assumed to be of a habitable standard.

Summary

Based on the above assessment, the officer is of the view that, although the proposed subdivision may not strictly satisfy DCP 3.4 as noted in the preceding report, there are sufficient grounds for subdivision of a homestead lot. As such it is recommended that Council advise the WAPC that the proposed subdivision is supported.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Planning Scheme No. 9

POLICY IMPLICATIONS

State Planning Policy 2.5 – Rural Planning (SPP 2.5)

DCP 3.4 Subdivision of Rural Land (WAPC)

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Balcombe

That Council advise the Western Australian Planning Commission that the proposed homestead lot subdivision on Lot 1001 (51) Boobabbie Road, Caraban is supported subject to the following conditions:

1. A notification pursuant to Section 70A of the *Transfer of Land Act 1893* is to be registered on both titles to the land as notification to prospective purchasers as follows:

Bushfire Prone Area – This lot is located in a bushfire prone area. Additional planning and building requirements may apply to development on this land.

2. A notification pursuant to Section 70A of the *Transfer of Land Act 1893* is to be placed on the certificate of title of the proposed lot advising of the existence of a hazard or other factor. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:

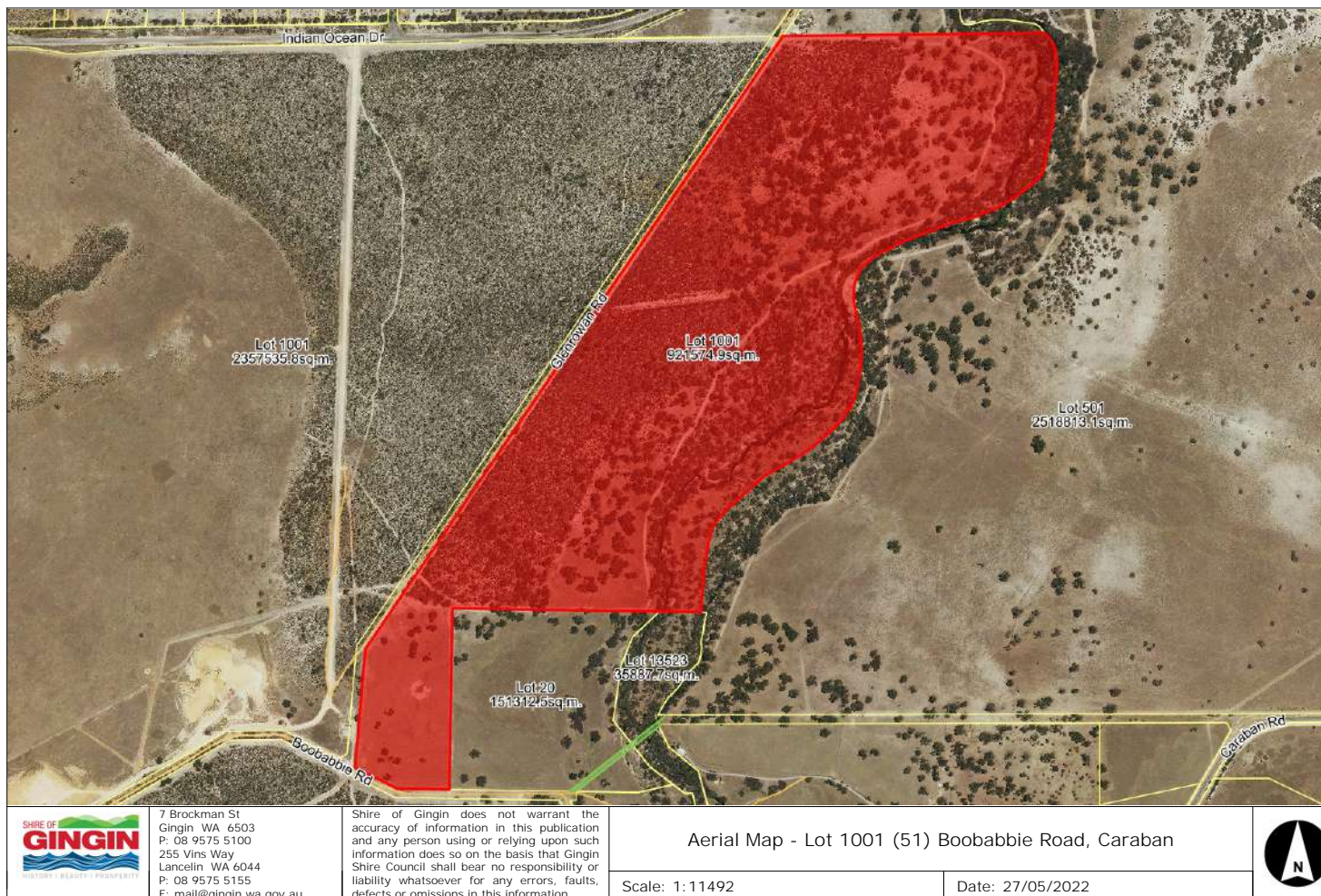
This lot is located within 1000 metres of an operating extractive industry and has the potential to be affected by odour, noise, spray drift and dust that are associated with the continued operation of an extractive industry.

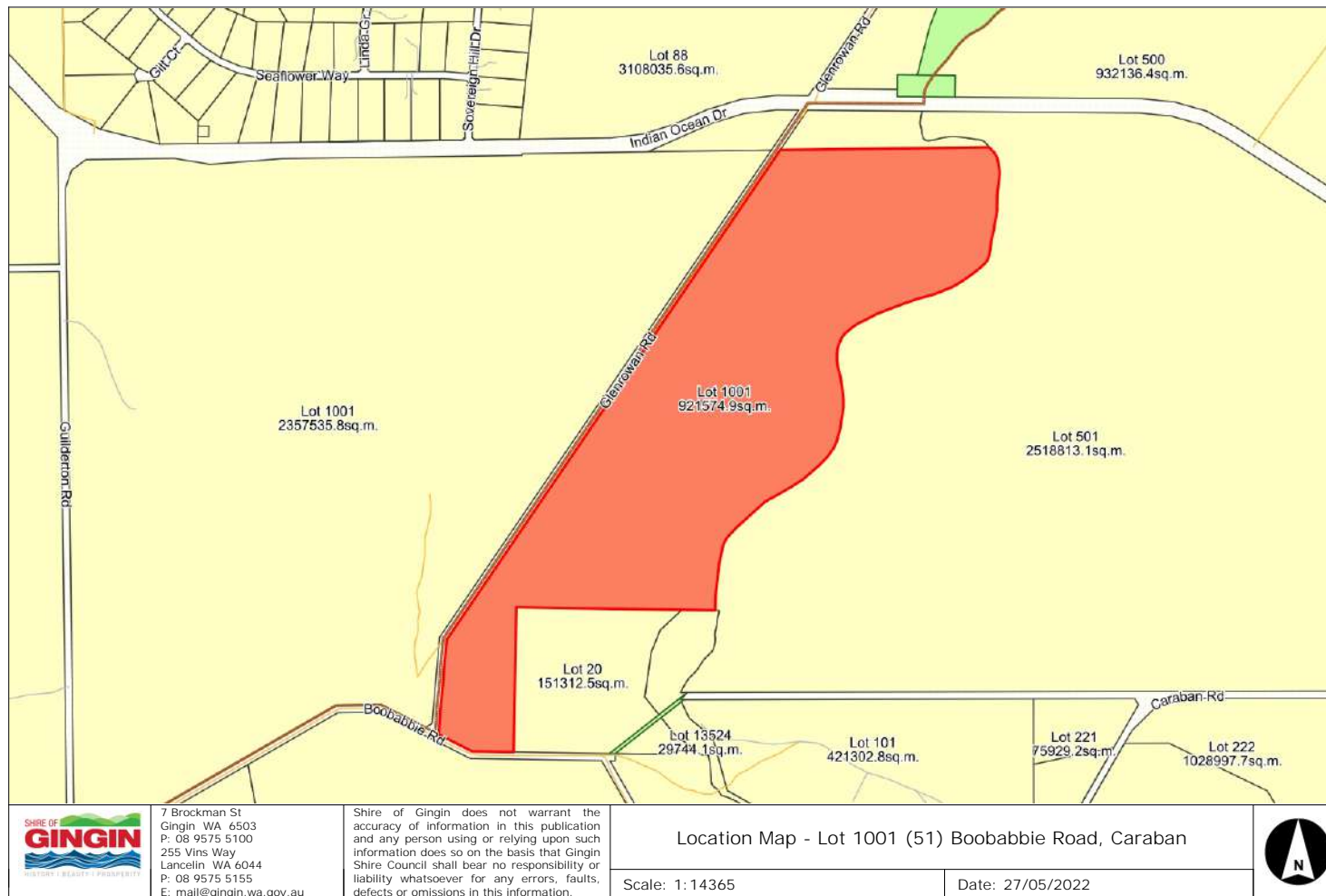
CARRIED UNANIMOUSLY

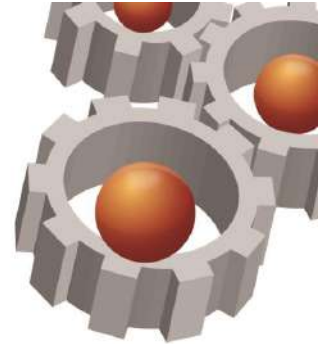
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FOR: Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis

AGAINST: Nil







Our Ref: 1407

22 April 2022

The Secretary
Western Australian Planning Commission
Locked Bag 2506
PERTH WA 6001

Dear Sir / Madam,

LOT 1001 (NO. 51) BOOBABBIE ROAD, CARABAN
FORM 1A APPLICATION FOR APPROVAL OF RURAL SUBDIVISION

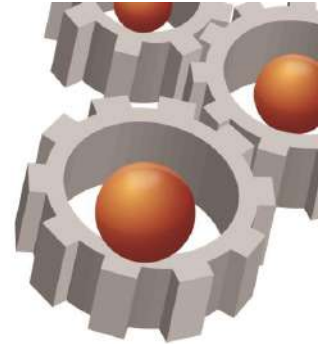
Dynamic Planning and Developments Pty Ltd (DPD) act on behalf of Greg Murray, the director of Moore Sands Resources Pty Ltd and registered proprietor of Lot 1001 (No. 51) Boobabbie Road, Caraban (herein referred to as the 'subject site'). The purpose of this application is to seek conditional approval from the Western Australian Planning Commission (WAPC) for a proposed two (2) lot Freehold (Green Title) subdivision of the subject site.

For submission purposes, we provide the following information as part of this submission:

- This detailed submission providing the details of the proposed subdivision of the subject site.
- Copy of the applicable Certificate of Title pertaining the subject site (**Attachment 1**);
- Detailed plan of subdivision (**Attachment 2**);
- Bushfire Attack Level Report (**Attachment 3**); and
- A fully executed WAPC Form 1A pertaining to the application.

It is noted that payment of the requisite application fee being \$3,547.00 in this instance will be satisfied via the WAPC elodgement portal.

The sections below will explain the details of the proposal further.



SITE DETAILS

Legal Description

51 Boobabbie Road, Caraban is legally described as “Lot 1001 on Deposited Plan 400439” and is wholly contained on Volume 2827; Folio 895.

The subject site has a total area of 343.383ha, however the parent lot has been serified into three (3) separate parcels of land by way of public roads intersecting the site. The three separate land parcels of the subject site are 235.764ha, 95.619ha, and 12.000ha, respectively.

A copy of the Certificate of Title of the subject site is contained in **Attachment 1**.

Regional and Local Context

The subject site is located within the municipality of the Shire of Gingin and is located in the suburb of Caraban. The subject site is afforded frontage to Indian Ocean Drive, Guilderton Road, Boobabbie Road and Glenrowan Road, with the latter two roads unsealed and intersecting the subject site. The subject site is zoned as ‘General Rural’ under the provisions of the Shire of Gingin Local Planning Scheme No 9 (LPS 9).

More broadly, the subject site is located approximately 3.5km north-east of the Guilderton townsite, 35km west of the Gingin townsite, with a portion of the site containing a section of the Moore River. The subject site consists of mainly vacant land, however, contains a homestead dwelling in the south-west corner of the subject site, and has an approved extractive industry business operating at the site to mine limestone and sand resources.

Figures 1 & 2 below depict the subject site within its regional context and local context, respectively.

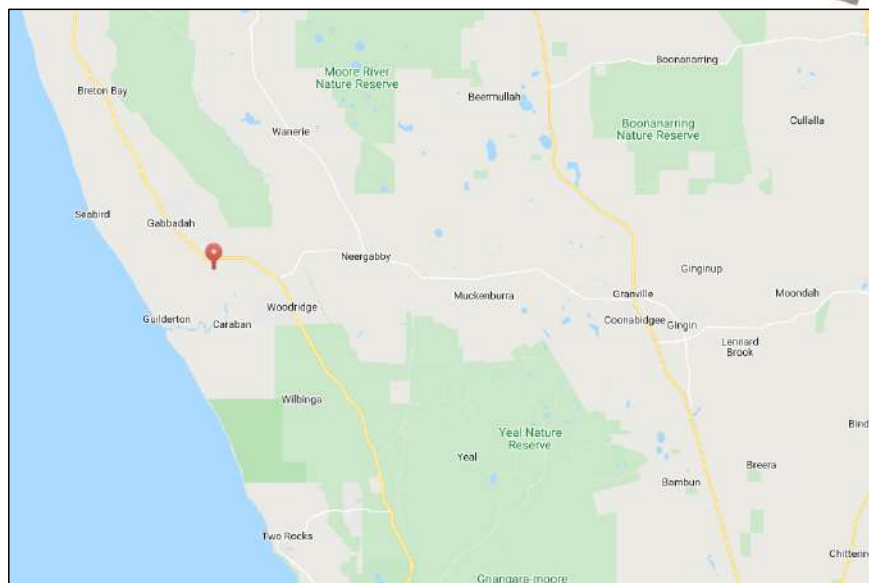
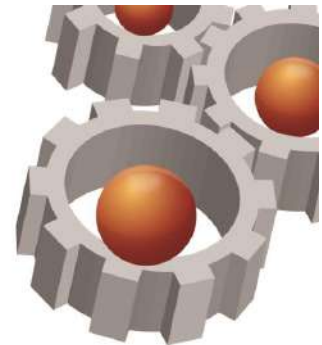


Figure 1 – Regional Context of Subject Site

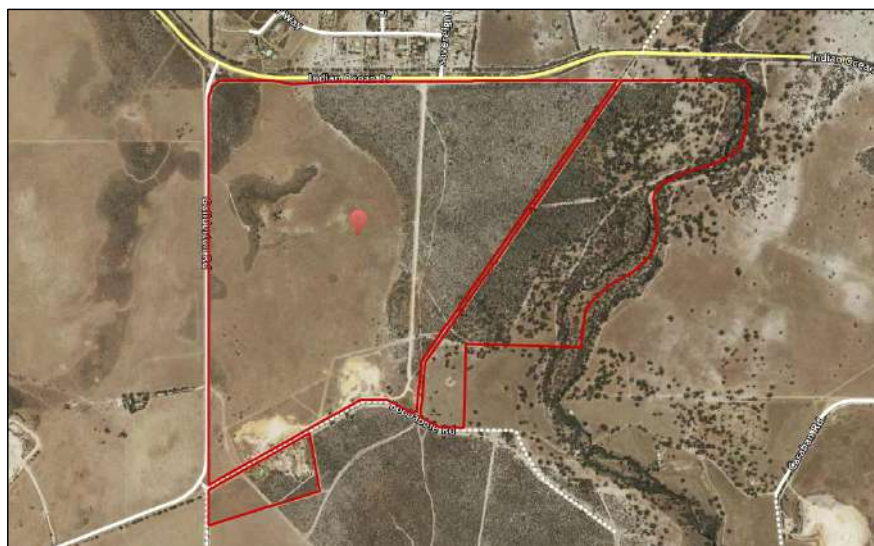
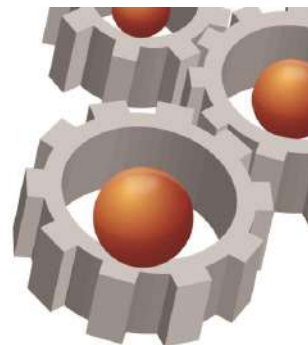


Figure 2 – Local Context of Subject Site

| Unit 2C, 953 Beaufort Street Inglewood WA 6052 | P.O. Box 688 Inglewood WA 6932 | (08) 9271 1700 | (08) 9271 1744

DYNAMIC CREATIVE PROACTIVE INNOVATIVE PASSIONATE



PROPOSAL: RURAL (GREEN TITLE) SUBDIVISION

This application seeks WAPC approval for the freehold (green title) subdivision of the subject site. Table 1 below provides a summary of the subdivision proposal.

	Proposed
Total Land Area (combined)	343.383ha
No. of Green Title Lots	2
Minimum Lot Size	12.06ha
Maximum Lot Size	331.324ha
Average Lot Size	171.692ha

Table 1 – Subdivision Summary

A copy of the proposed subdivision plan is contained as **Attachment 2**.

PLANNING CONSIDERATIONS

Shire of Gingin- Local Planning Scheme No. 9

The subject site is zoned 'General Rural' under the provisions of the Shire of Gingin Local Planning Scheme No. 9 (LPS 9). The objectives of the 'General Rural' zone includes the following:

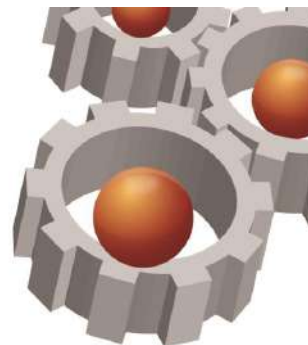
- manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
- maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

The proposed subdivision will maintain the Rural use of land and as such, is considered to be consistent with the land use objectives for land zoned 'General Rural' under the provisions of LPS No. 9.

Clause 4.8.6 of LPS 9 also specifies minimum lot sizes to be complied with for rural subdivisions, as the subject site is 'uncoded', subdivision will only be supported where it *'meets the exceptional circumstance requirements for subdivision under WAPC Development Control Policy 3.4'* which has been discussed in detail below.



DYNAMIC PLANNING
AND DEVELOPMENTS



WAPC Development Control Policy 3.4 - Subdivision of Rural Land (DCP3.4)

Given this application proposes rural subdivision, the subject site must comply with the provisions of the *Development Control Policy 3.4 - Subdivision of rural land (DC Policy 3.4)*. The policy enables rural subdivision in circumstances that enable the promotion of better land management. Clause 6 specifies the circumstances under which rural subdivision may be considered, these include:

- a) *to realign lot boundaries with no increase in the number of lots, where the resultant lots will not adversely affect rural land uses.*
- b) *To protect and actively conserve places of cultural and natural heritage.*
- c) *To allow for the efficient provision of utilities and infrastructure and/or for access to natural resources.*
- d) *In the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation.*
- e) *For other unusual or unanticipated purposes which, in the opinion of the WAPC, do not conflict with this and other relevant policies and are necessary to the public interest.*

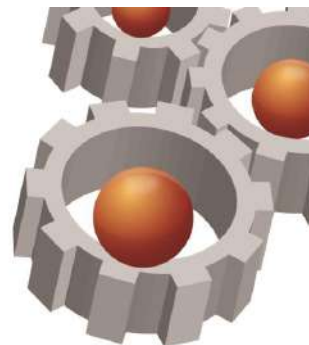
The proposed subdivision is consistent with the abovementioned circumstances that enable subdivision of the subject site in accordance with DCP3.4 as:

1. The proposed subdivision will enable the formal separation of the approved extractive industries operation and the existing homestead in accordance with Clause 6.2 of DCP3.4. Further, whilst not a reason for subdivision in itself, the proposed lots are separated by Boobabbie Road which creates a physical division between the proposed lots.
2. The subject site is located within the Homestead lot policy area in accordance with DCP3.4. The provisions outlined in Clause 6.6 of DCP3.4, specify that Homestead lots may be facilitated through the creation of a new lot. Other criteria that the proposal satisfies is addressed below:
 - The Homestead lot whilst larger than 4 Ha is less than 20 Ha with the size of the lot largely pre-determined by the location of Boobabbie Road.
 - The Homestead lot has an existing dwelling on it which indicates access to water, power and a constructed road.
 - A sufficient buffer to adjoining rural land uses can be achieved.
 - The Homestead lot has never been excised from the lot in the past.
 - The operation of the balance lot will continue as it has done in the past and will not be impacted by the subdivision.
 - The dwelling on the Homestead lot is approved and considered habitable.

Given the above information. It is considered this proposal satisfies the requirements to enable rural subdivision in accordance with DCP3.4 and, as such, warrants favourable consideration by the Commission.



DYNAMIC PLANNING
AND DEVELOPMENTS



State Planning Policy 3.7 - Planning in Bushfire Prone Areas

As the subject site is located within a designated Bushfire Prone Area, as per the relevant DFES mapping, the provisions of State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7) are applicable, with the proposed subdivision requiring assessment against its principles. As such, a Bushfire Attack Level (BAL) Contour Assessment has been prepared by Bushfire West, which has been included as **Attachment 3** to this proposal. A summary of the findings are detailed below:

- The Contour mapping notes that indicative development sites are capable of achieving a BAL rating of between BAL-12.5 and BAL-29;
- Existing vegetation within proximity of indicative development sites includes scrub and grassland.
- It is noted there is no existing or proposed development areas within areas above a BAL-29 rating;
- The existing homestead dwelling can achieve a BAL-29 rating under the current site conditions, meaning it is suitable for approval.

Given the above evidence, it is considered the proposed subdivision is wholly appropriate with reference to the provisions of SPP 3.7 and warrants favourable consideration by the Commission.

Environmental Protection Agency Separation Distances between Industrial and Sensitive Land Uses No.3

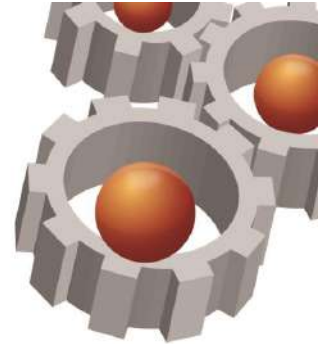
As a result of the extractive industry consideration of buffer distances is required. Under the *Separation Distances between Industrial and Sensitive Land Uses No.3* the generic separation distances between industrial (extractive industry) and Sensitive (Homestead) land uses are as follows:

- *Sand and Limestone extraction – 300 to 500, depending on size*

Given the existing homestead lot is within 300 metres of an existing approved extractive industry operation, it is considered the subject site is not capable of achieving the minimum recommended separation distance. Notwithstanding, the proposed subdivision is considered appropriate for the following reasons:

- Both the dwelling and the extractive industry operations are existing development. The subdivision is proposed for the purpose of rationalising property boundaries, by way of the existing physical division through the area;
- The extractive industry and proposed homestead lot are owned and operated by the same proponent. As such, it is considered they are aware of the current negligible impacts caused by the extractive industry and hold no objection. Further if the property is to be sold, any future owner would be aware of the existing operations and any impacts that result; and
- The existing landowner is intending to remain living in the homestead dwelling for the foreseeable future.

Given the above information. It is considered this proposal warrants favourable consideration by the Commission.



CONCLUSION

Given the above information, the proposed freehold (Green Title) subdivision of the subject site is considered appropriate and justified on the basis that:

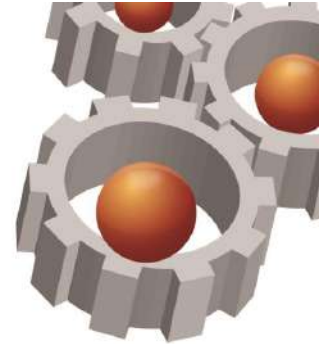
- The proposed subdivision is consistent with the 'General Rural' zone as applicable under the provisions of the Shire of Gingin Local Planning Scheme No. 9.
- The proposed rural subdivision is compliant with the provisions of the Western Australian Planning Commission Development Control Policy 3.4 Subdivision of Rural Land.
- The proposed subdivision demonstrates compliance with the provisions of State Planning Policy 3.7 - Planning in Bushfire Prone Areas.
- The proposal is considered to be adequately justified against the objectives and provisions of the Environmental Protection Agency Separation Distances between Industrial and Sensitive Land Uses No.3 document.

Should you have any queries or require any clarification in regard to the matters raised, please do not hesitate to contact the undersigned on 9275-4433.

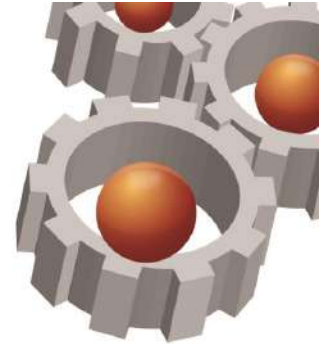
Yours Sincerely,

**NEIL TEO
DIRECTOR**

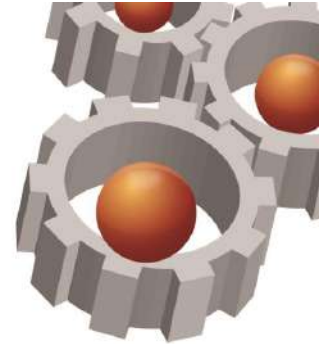
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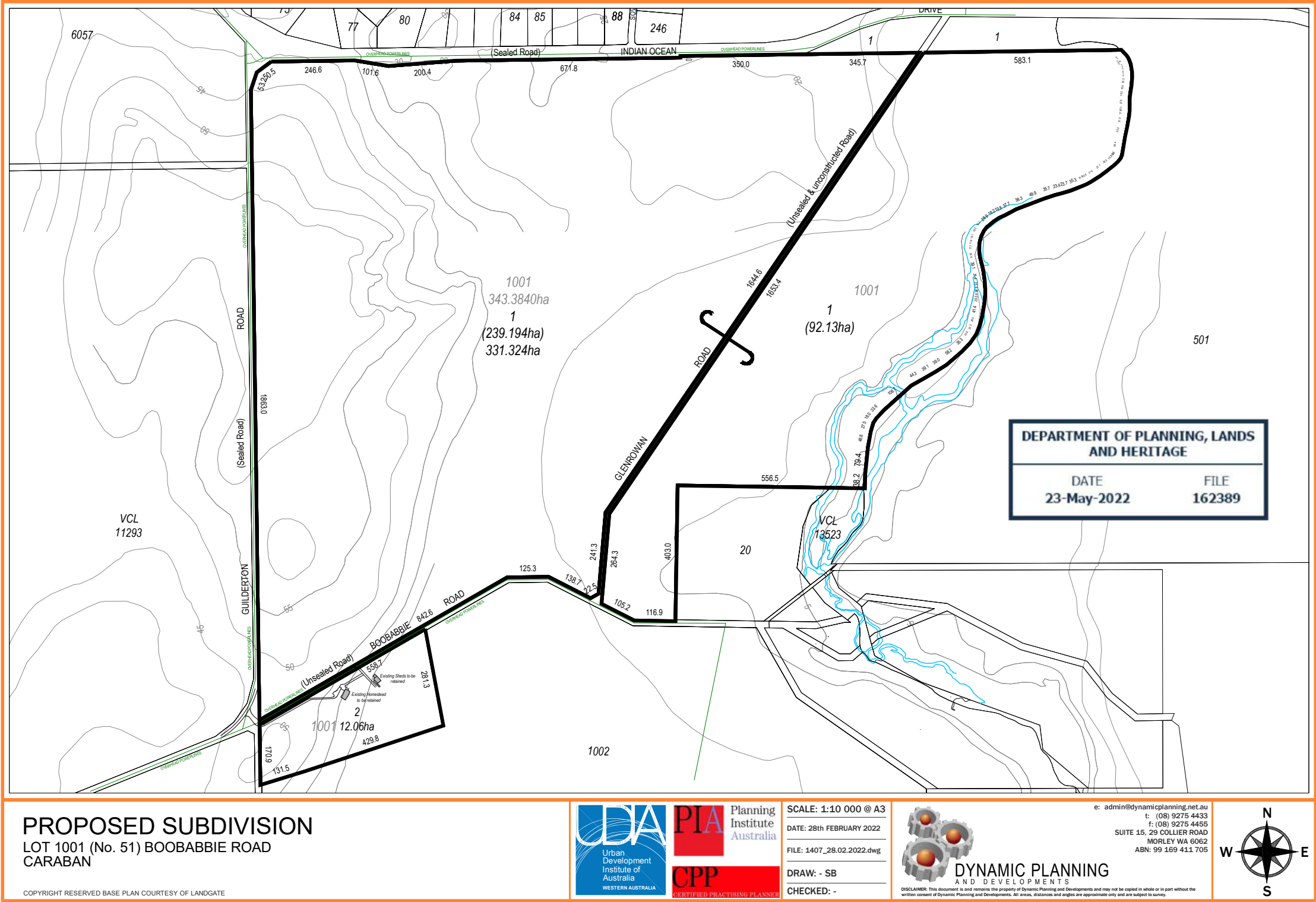
ATTACHMENT 1
Certificate of Title



ATTACHMENT 2
Proposed Plan of Subdivision



ATTACHMENT 3
Bushfire Attack Level Report



7. Required information about the proposal

An application may not be accepted and will be returned to the applicant with the submitted fee if the requirements are incorrect or incomplete.

General information required for all applications

1. Subdivision plans are based on an accurate and up-to-date feature survey that includes existing ground levels relative to AHD or topography of the subject lot/s. A feature survey is not required for amalgamation approval. ☐ Yes
2. Relevant copies of the subdivision plans and supporting documentation or accompanying information are attached. ☐ Yes
3. The subdivision plan is capable of being reproduced in black and white format. ☐ Yes
4. The subdivision plan is drawn to a standard scale (ie 1:100, 1:200, 1:500, 1:1000) at A3 or A4. ☐ Yes
5. All dimensions on the subdivision plan are in metric standard. ☐ Yes
6. The north point is shown clearly on the subdivision plan. ☐ Yes
7. The subdivision plan shows all lots or the whole strata or community titles (land) scheme plan (whichever is applicable). ☐ Yes
8. The subdivision plan shows all existing and proposed lot boundaries. ☐ Yes
9. The subdivision plan shows all existing and proposed lot dimensions (including lot areas). ☐ Yes
10. The subdivision plan shows the lot numbers and boundaries of all adjoining lots. ☐ Yes
11. For battleaxe lots, the subdivision plan shows the width and length of the access leg, the area of the access leg and the total area of the lot. ☐ Yes ☐ N/A (battleaxe lot not proposed)
12. The subdivision plan shows the name/s of existing road/s. ☐ Yes
13. The subdivision plan shows the width of proposed road/s. ☐ Yes ☐ N/A (no road proposed)
14. The subdivision plan shows all buildings and/or improvements, including driveways and crossovers (including setbacks) which are to be retained, or removed. ☐ Yes ☐ N/A (and is vacant)
15. The subdivision plan shows all physical features such as watercourses, wetlands, significant vegetation, flood plains and dams. ☐ Yes ☐ N/A (and does not contain such features)
16. The subdivision plan shows all electrical, sewer and water infrastructure. For on-site sewage disposal, the indicative disposal areas for wastewater distribution are to be shown. ☐ Yes
17. **Additional information required in the case of applications for residential infill subdivision within existing residential zoned areas**
Applications which propose to create two or more residential lots in existing residential areas must show all existing features (in addition to item 16 above) located in the road reserve/s adjoining the subject land and all existing improvements on the subject land and including:
 - driveways and crossovers
 - fencing
 - electricity transmission lines and poles
 - kerb lines
 - street trees
 - sewer, water and electricity connections
 - manholes
 - water supply
 - swimming pools
 - boundary setbacks for dwelling/s to be retained
 - pedestrian paths
 - on-site sewage disposal systems, including treatment and wastewater disposal areas
 - retaining walls
 - telecommunication pillars
18. **Additional information required in the case of an application for termination**
 - Has a copy of the outline of termination proposal been attached? ☐ Yes
 - Has a copy of the strata or tier 1 corporation resolution in support of this proposal been attached? ☐ Yes

The WAPC has published a guide to applications and fees to assist applicants preparing to submit applications. The guide and other information about the planning system is available online:
www.dplh.wa.gov.au

Transport impacts

Transport Impact Statements and Transport Impact Assessments are required to determine the likely transport impact of a proposal. Information to assist proponents is available on the DPLH website at www.dplh.wa.gov.au/policy-and-legislation/state-planning-framework/fact-sheets,-manuals-and-guidelines/transport-impact-assessment-guidelines

1. Are there 10 - 100 vehicle trips in the subdivision's peak hour? ☐ Yes ☐ No
If yes, a transport impact statement is to be provided
2. Are there more than 100 vehicle trips in the subdivision's peak hour? ☐ Yes ☐ No
If yes, a transport impact assessment is to be provided.

Access to/from right-of-way or private road

Access is to be provided from an existing right of way or private road. ☐ Yes ☐ No

If you indicate 'yes', you must provide a copy of the plan or diagram of survey on which the subject right-of-way was created to confirm its exact width and whether a right of access exists. Right of access may be an easement under section 167A of the *Transfer of Land Act 1893*, an implied easement for access or other arrangement.

Road and rail noise

Is the proposal within the trigger distance of a strategic transport route as defined by *State Planning Policy 5.4*? ☐ Yes ☐ No

Contaminated sites

Information to assist applicants to respond to the following questions is on the Department of Water and Environmental Regulation (DWER) website at www.der.wa.gov.au/your-environment/contaminated-sites.

1. Has the land ever been used for a potentially contaminating activity? ☐ Yes ☐ No
Appendix B of Assessment and Management of Contaminated Sites (DWER Contaminated sites guidelines) lists potentially contaminating industries, activities and land uses. The list is not exhaustive.
- If yes, please attach details of the activities/uses.
2. Does the land contain any site or sites that have been classified under the *Contaminated Sites Act 2003*? ☐ Yes ☐ No
3. Does the land contain any site or sites that have been reported or are required to be reported under the *Contaminated Sites Act 2003*? ☐ Yes ☐ No

If you indicated 'yes' to question 2 or 3 you must provide a Basic Summary of Records (BSR). Where a BSR is not available from the public Contaminated Sites Database, the form requesting a BSR from DWER is available online at www.der.wa.gov.au/your-environment/contaminated-sites/57-forms or by calling DWER on 1300 762 982.

If a BSR is not available, a copy of the letter from DWER notifying the applicant that the site or the sites are under assessment must be provided, followed by the BSR when available. Is a BSR or letter from DWER attached? ☐ Yes ☐ No

Information requirements for Liveable Neighbourhoods

Subdivision applications proposing to create 20 or more lots on greenfield and urban infill sites will be assessed against the requirements of Liveable Neighbourhoods.

Such applications should be supported by documentation addressing the relevant criteria of Liveable Neighbourhoods, as identified in the application guidelines within the policy document.

Is this application to be assessed under the Liveable Neighbourhoods policy and is supporting documentation attached? ☐ Yes ☐ No

Acid sulfate soils

Is the land located in an area where site characteristics or local knowledge lead you to form the view that there is a significant risk of disturbing acid sulfate soils at this location? ☐ Yes ☐ No

Bushfire Prone Areas

Is all, or a section of the subdivision in a designated bushfire prone area? ☐ Yes ☐ No

If 'yes', has a BAL Contour Map been prepared; and

If the BAL Contour Map indicates areas of the subject site as BAL-12.5 or above, has a Bushfire Management Plan been provided with the application? ☐ Yes ☐ No

If N/A is selected and the proposal is in a designated bushfire prone area then a statement advising why SPP 3.7 does not apply should be included. ☐ N/A

On-site sewage disposal

Is on-site sewage disposal proposed? ☐ Yes ☐ No

If yes, proposals for on-site sewage disposal should be accompanied by a site and soil evaluation as per the Government Sewerage Policy. ☐ N/A (Greater than 4ha)

Has a site and soil evaluation been provided? If no, then a statement is to be provided as to why an evaluation has not been provided.

Information on preparing site and soil evaluations may be found on the Department of Health's website <https://ww2.health.wa.gov.au/-/media/Files/Corporate/general%20documents/water/Wastewater/Site-Soil-Evaluation.pdf>

Survey Strata Title lots

Is strata title subdivision proposed? ☐ Yes ☐ No

If yes, either the plan of subdivision or accompanying servicing plan is to show the indicative internal sewer and water connections to each lot.

If applicable, easements are to be shown.

Information on the water and sewer detail for survey-strata lots to be shown can be found on the Department of Mines, Industry Regulation and Safety website: www.commerce.wa.gov.au/publications/plumbers-technical-note-services-survey-strata-lots-0

Community titles (and) scheme lots

Is community titles (and) scheme subdivision proposed? ☐ Yes ☐ No

13.10 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED TRANSPORT DEPOT ON LOT 6 (18) BELL ROAD, COONABIDGEE

File	BLD/7487
Applicant	Matthew Martinovich
Location	Lot 6 (18) Bell Road, Coonabidgee
Owner	Matthew Martinovich
Zoning	Rural Industry
WAPC No	NA
Author	James Bayliss – Coordinator Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil.
Appendices	<ol style="list-style-type: none"> 1. Location Plan [13.10.1 - 1 page] 2. Aerial Plan [13.10.2 - 1 page] 3. Applicant's Proposal [13.10.3 - 4 pages] 4. So G- ST D 01 Rev B [13.10.4 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Transport Depot and associated Storage Shed on Lot 6 (18) Bell Road, Coonabidgee.

BACKGROUND

The subject land is 1.6 hectares in area and is currently vacant. The development includes a storage shed 30.5 metres in length and 16 metres in width, equating to an area of 488m². The structure has a wall height of 5.6 metres extending to a ridge height of 7.2 meters.

The storage shed will be used in conjunction with a transport depot to garage a prime mover, two trailers and a dolly. The operator advises operating hours will typically be between 6am to 7pm during peak lime season and 7am to 5pm for the remainder of the year.

A location plan and aerial imagery are provided as **Appendix 13.10.1** and **Appendix 13.10.2** respectively.

The applicant's proposal is provided as **Appendix 13.10.3**.

COMMENT

Stakeholder Consultation

The application was advertised to the surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. The Shire received no comments.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject lot is zoned Rural Industry under LPS 9. The objectives of the Rural Industry zone are to:

- a) *Provide for a range of industrial land uses on rural-living sized lots where people can work and live on the same property.*

Transport Depot is an 'A' use within the Rural Industry zoning, meaning that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the Deemed Provisions.

The use class 'Transport Depot' is defined as follows:

means land and buildings used for the garaging of motor vehicles used or intended to be used for carrying goods or persons for hire or reward or for any consideration, or for the transfer of goods or persons from one such motor vehicle to another of such motor vehicles and includes maintenance, management and repair of the vehicles used, but not of other vehicles.

Setbacks

An extract of the applicable development standards outlined in *Table 2 – Site Requirements* for Rural Industry zoned land is provided below, with the proposed dimensions indicated:

Table 2 – Site Requirements						
Zone	Minimum Setback			Maximum Plot Ratio	Maximum Site Coverage	Minimum Landscaping
	Front	Side	Rear			
Rural Industry	Permitted: 20m	Permitted: 20m	Permitted: 20m	Permitted: 0.5	Permitted: 50%	5% of site area – screening of non-residential
			Provided:	Provided:	Provided:	

	Provided: 50 Complies	Provided: 17m Variation	17m Variation	<0.5 Complies	<50% Complies	uses from street is required. Provided: Nil Condition to require screening
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The property does have ample room to position the storage shed to comply with the setback requirements, however the impacts by way of building bulk are unlikely to be significantly amplified by a 3 metre variation.

The development standards that apply to the Rural Industry zone are outlined below:

4.8.4 Rural Industry Zone

4.8.4.1 Lot sizes shall be between 1 and 4 hectares.

Officer Comment:

Not applicable.

4.8.4.2 Local government may, at its discretion, consider permitting the land use "single house". In doing so, local government will be guided by the development standards in clause 4.8.9, excepting clauses 4.8.9.4 and 4.8.9.5.

Officer Comment:

Not relevant.

4.8.4.3 Refuse Storage Areas - All developments shall provide at least one refuse storage area readily accessible to service vehicles and screened from view from a public street by a close fence, wall or screen landscaping no less than 1.8 metres in height.

Officer Comment:

The development is unlikely to generate refuse, as it relates to the garaging of plant.

4.8.4.4 Storage Yards - A person shall not use land for open storage purposes unless it is screened from public view by a fence or wall to the satisfaction of the local government.

Officer Comment:

The development is unlikely to generate significant outdoor storage, however there is ample room at the rear of the property for this to occur in order to maintain public views from Bell Road.

Planning and Development (Local Planning Scheme) Regulations 2015 (the Regulations)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant:

- (s) *The adequacy of –*
 - (i) *The proposed means of access to and egress from the site; and*
 - (ii) *Arrangements for the loading, unloading, manoeuvring and parking of vehicles;*
- (t) *The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;*

Officer Comment:

The development comprises of one heavy vehicle used by a sole operator. The vehicle movements are anticipated to be one per day (i.e. leaving and entering) with the truck being unladen.

The officer is of the view that the relevant crossover type that applies to the development is Specification Drawing Number 'SoG/STD-01 Type A' dated January 2021 which is provided as **Appendix 13.10.4**.

Summary

In view of the above assessment, the officer is satisfied that the development is consistent with LPS 9. The scale of the transport depot and associated storage shed is minimal and is not out of character for the locality.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act (2005)

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin Local Planning Scheme No.9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Peczka

That Council grant Development Approval for a Transport Depot and associated Storage Shed on Lot 6 (18) Bell Road, Coonabidgee subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval;
2. This approval is for a Transport Depot and associated Storage Shed only;
3. The finished floor level of the Storage Shed must be set at the existing average natural ground level to the satisfaction of the Shire of Gingin;
4. The Storage Shed shall not be used for human habitation or any other industrial or commercial use other than that approved as part of this application;
5. The Storage Shed shall be constructed using new materials and be of a consistent colour scheme;
6. Stormwater from all roofed and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin; and

7. Prior to commencement of the approved use, the development shall be serviced by a new crossover from Bell Road which is to be designed and constructed to the satisfaction of the Shire of Gingin, at the landowner's cost. The landowner/operator shall maintain the crossover in a good condition thereafter.

Advice Notes

- Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5: In relation to the crossover installation, please be advised that the Shire's Crossover Specification Drawing Number 'SoG/STD-01 Type A' dated January 2021 is the applicable standard.
- Note 6: In relation to the crossover installation, a crossover application form is to be submitted to the Shire's Operations and Assets Department. The form can be found on the Shire's website at the following link:
<https://www.gingin.wa.gov.au/services/operations.aspx>
- Note 7: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment;
- Note 8: All noise from the development and associated equipment is required to comply with the *Environmental Protection (Noise) Regulations 1997*.

CARRIED UNANIMOUSLY

6 / 0

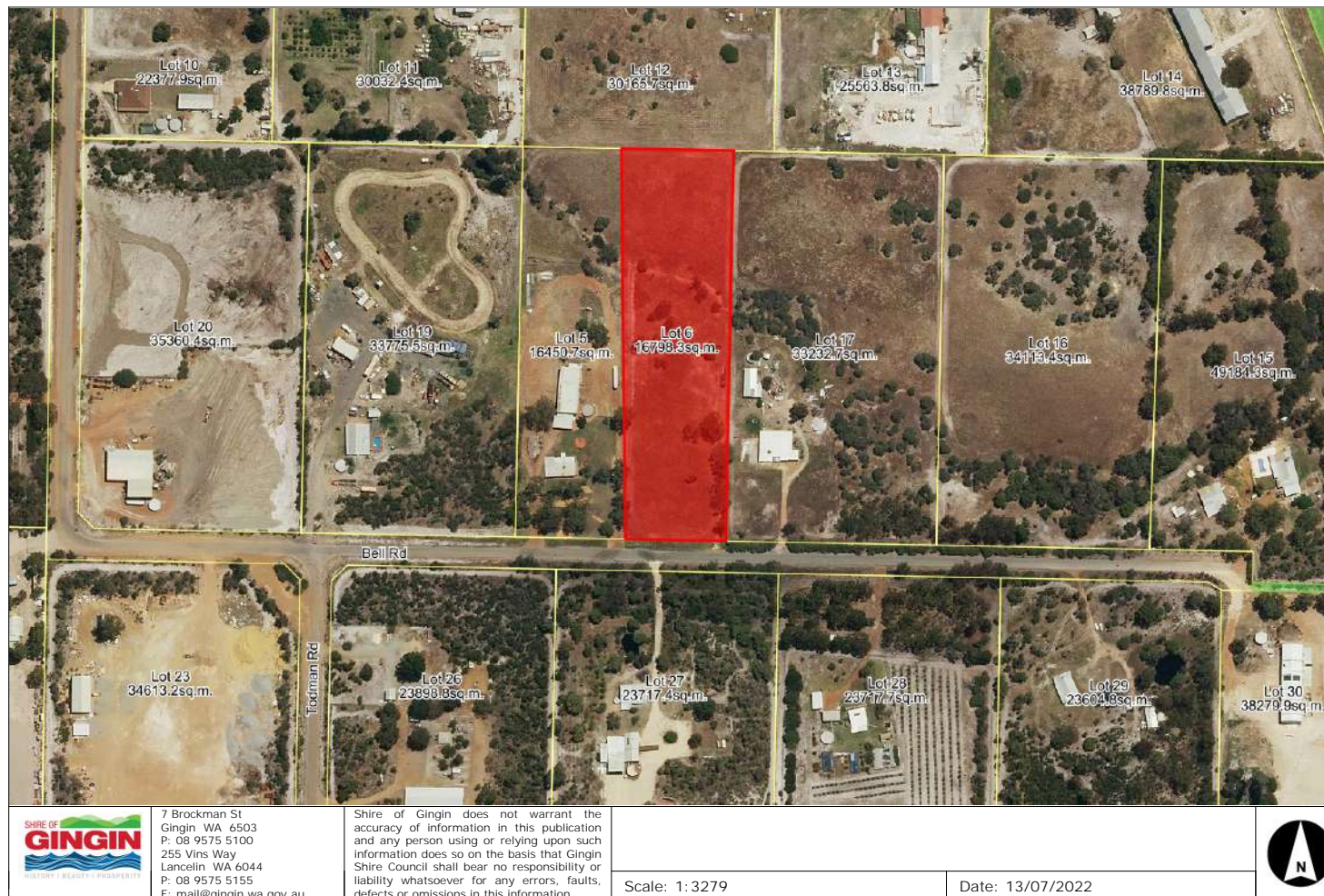
FOR: Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel,
Councillor Peczka and Councillor Vis

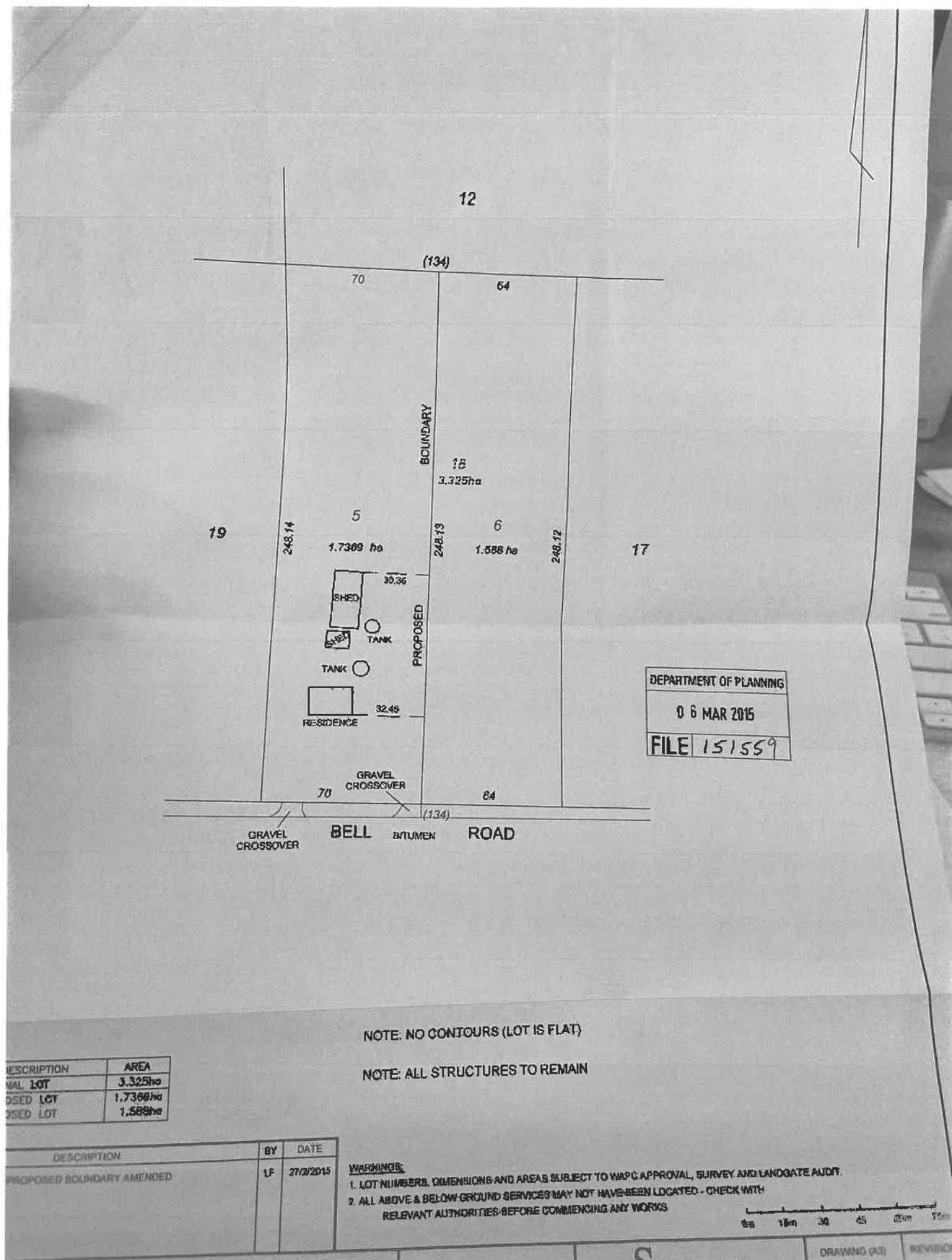
AGAINST: Nil

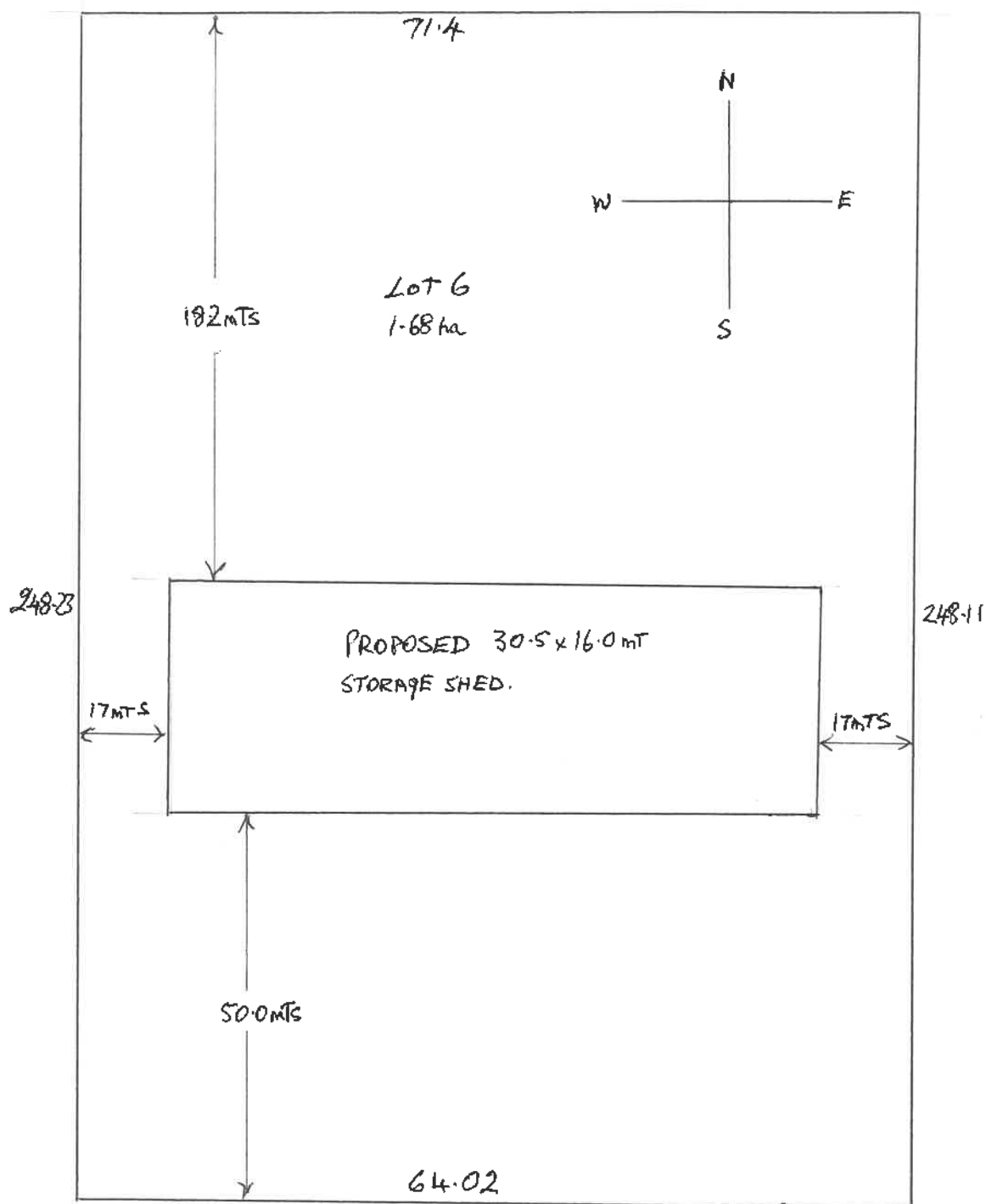
**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**

APPENDIX 13.10.1

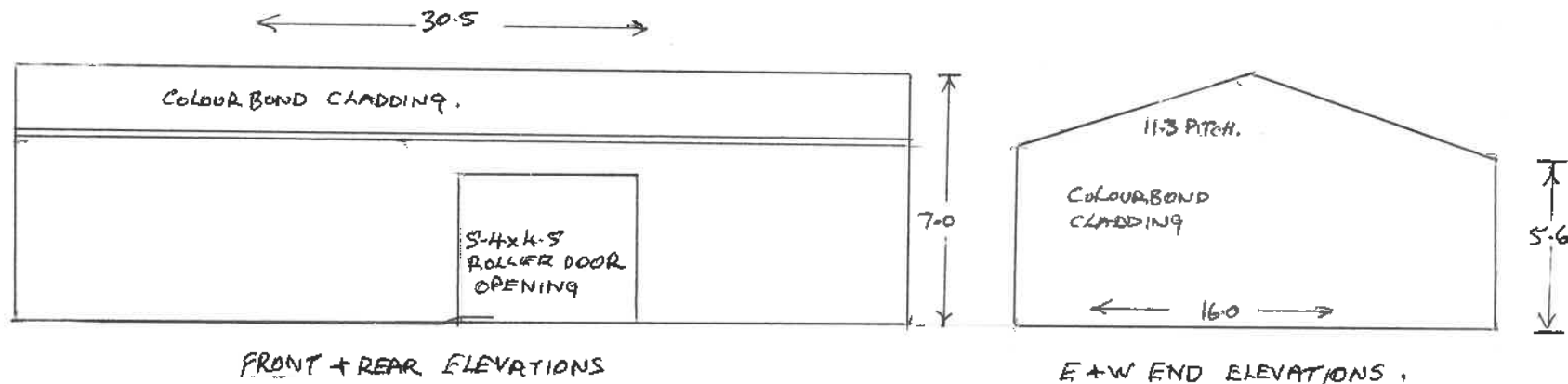




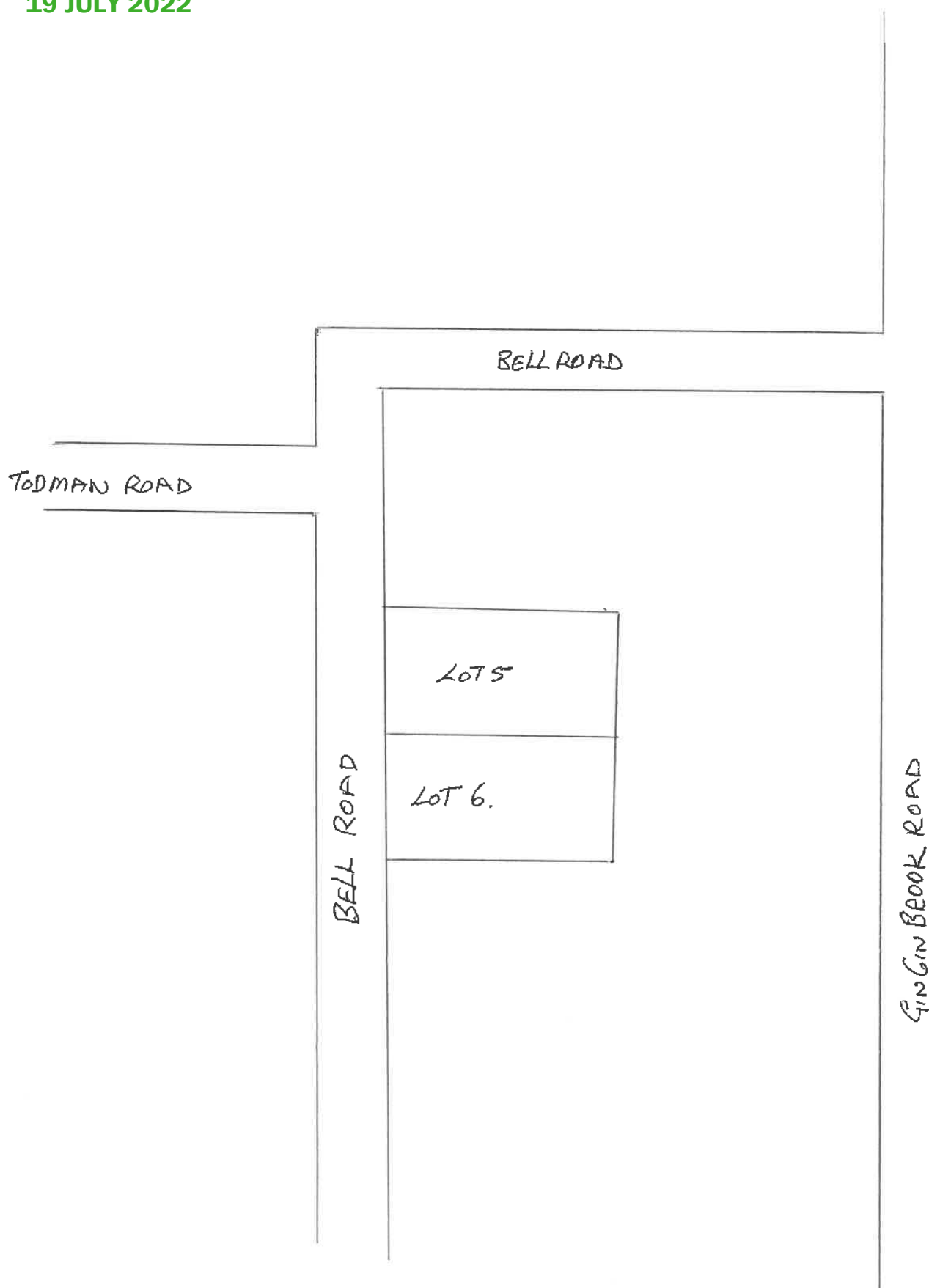




BELL ROAD.
PROPOSED STORAGE SHED FOR M. MARTINOVICH LOCATED
AT LOT 6 BELL ROAD COONABIDGEE

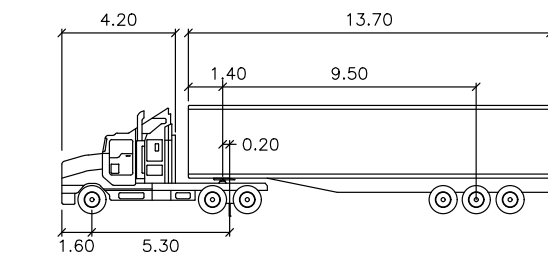


PROPOSED STORAGE SHED FOR
M. MARTINOVICH LOCATED AT LOT 6
BELL ROAD COONABIDGE



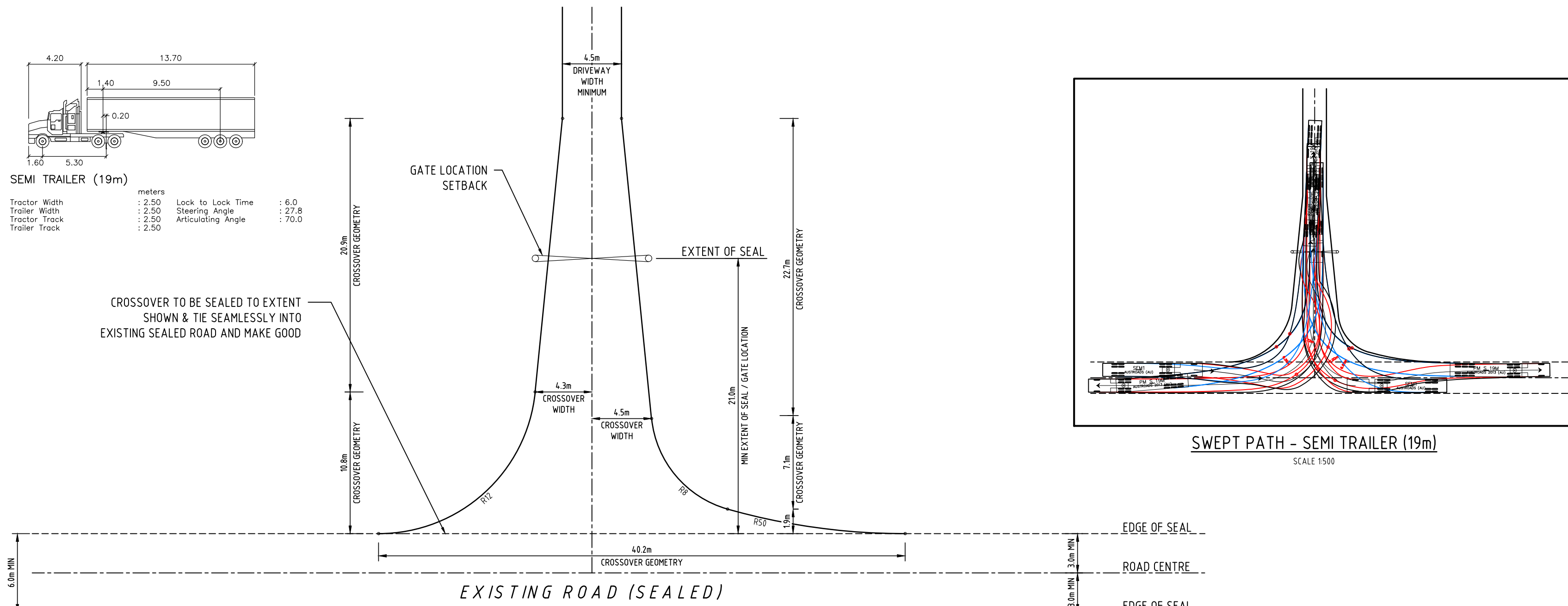
2. MAINTENANCE OF THE CROSSOVER IS THE LANDHOLDERS RESPONSIBILITY.
3. VEHICLE VOLUMES ARE ONE IN MOVEMENT
4. B-DOWNS SHOULD APPLY RAY 23 & 4 COMBINATIONS (ie - B-DOWELS & C-DOORS) TO PROVIDE AVERAGE TRAFFIC FLOW (ie GREATER THAN RAY & NETWORK) WHICH MAY BE APPROVED BY THE SHIRE.
5. GATE SHALL BE LOCATED NOT LESS THAN THE LENGTH OF THE LONGEST VEHICLE USING THE CROSSOVER PLUS 2m FROM THE EDGE OF THE ROAD IE UNSEALED ROADSIDE IE AS-OF-RIGHT VEHICLE WILL REQUIRE A LENGTH OF NOT LESS THAN 20m FROM THE EDGE OF THE ROAD
6. ASPHALT SHALL BE PLACED ON TOP OF A SEAMED (BITUMEN) SURFACE USING AN AGGREGATE NOT LESS THAN 5mm INTO A PITCH/DRAIN/ACK ONLY SURFACE)
7. SEAL ON CROSSOVER SHALL EXTEND TO ACCESS GATE
8. SEALED CROSSOVERS SHALL OVERLAP EXISTING SEALED ROAD BY NOT LESS THAN 100mm
9. ASPHALT OVERLAY ON CROSSOVER SHALL EXTEND TO THE TANGENT POINT
10. ASPHALT OVERLAY AND RESEAL ON ADDING SEALED ROAD SHALL EXTEND NOT LESS THAN 10m PAST THE TANGENT POINT ON THE SEALED ROAD
11. ALL MATERIALS, SEALING WORKS AND EARTHWORKS TO MEET ALL RELEVANT STANDARDS (IMMO SPECIFICATIONS AND TEST METHODS AND ANY OTHER RELEVANT STANDARDS)
12. ALL CONSTRUCTION OF ROADSIDE SERVICES AND ASSETS (POWER, WATER, TELEPHONE, NBN, ETCS) ARE ENTIRELY THE RESPONSIBILITY OF THE APPLICANT (YOU) [WWW.1000.COM.AU](http://www.1000.com.au)
13. CURBS SHALL BE INSTALLED AS REQUIRED AND AS STIPULATED BY THE SHIRE. ALL CURBS SHALL USE PRECAST HEADWALLS ALL CURBS SHALL HAVE REINFORCED CONCRETE TOPS OR REINFORCED BOX CURBS (BICI) AS STIPULATED BY THE SHIRE AND ALL RCP AND RCB SHALL BE NOT LESS THAN 2 CLASSES 2 REFER TO MANUAL DRAWING 9831-0281

AREA OF SEALED CROSSOVER



SEMI TRAILER (19m)			
	meters		
Tractor Width	: 2.50	Lock to Lock Time	: 6.0
Trailer Width	: 2.50	Steering Angle	: 27.8
Tractor Track	: 2.50	Articulating Angle	: 70.0
Trailer Track	: 2.50		

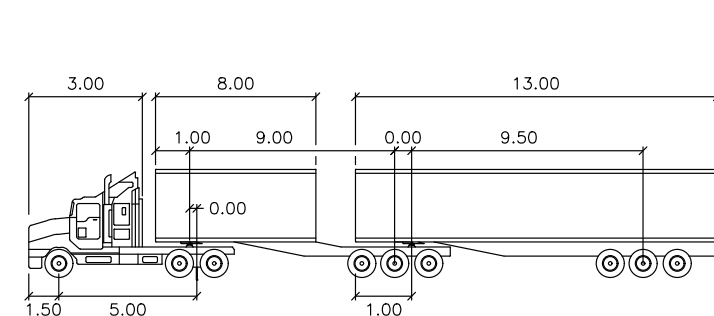
CROSSOVER TO BE SEALED TO EXTENT
SHOWN & TIE SEAMLESSLY INTO
EXISTING SEALED ROAD AND MAKE GOOD



SWEPT PATH - SEMI TRAILER (19m)

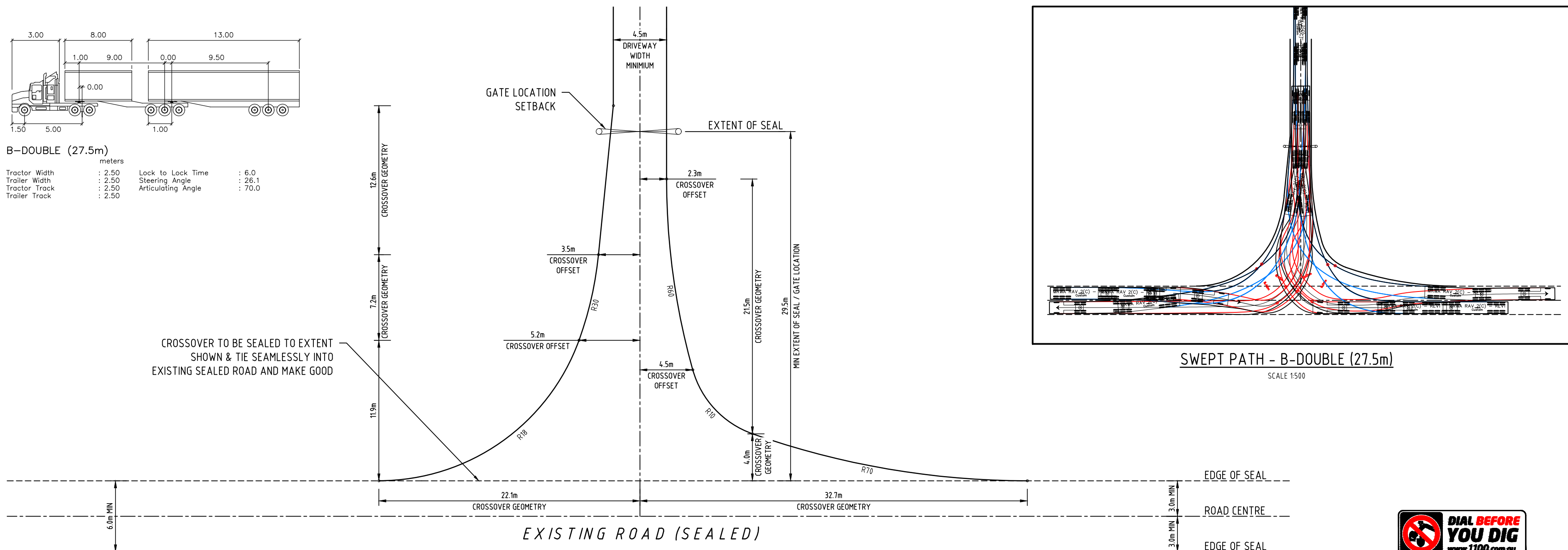
SCALE 1:500

SCALE 1:200



B-DOUBLE (27.5m)			
	meters		
Tractor Width	: 2.50	Lock to Lock Time	: 6.0
Trailer Width	: 2.50	Steering Angle	: 26.1
Tractor Track	: 2.50	Articulating Angle	: 70.0
Trailer Track	: 2.50		

CROSSOVER TO BE SEALED TO EXTENT
SHOWN & TIE SEAMLESSLY INTO
EXISTING SEALED ROAD AND MAKE GOOD



SWEPT PATH - B-DOUBLE (27.5m)

SCALE 1:500



SCALE 1:200

[illegible]

**13.11 APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED USE NOT LISTED
OUTBUILDING AT LOT 115 DAVESIA FAIRWAY, GINGINUP**

File	BLD/7505
Applicant	Robert & Elizabeth Ford
Location	Lot 115 Davesia Fairway, Ginginup
Owner	Robert & Elizabeth Ford
Zoning	Rural Living 1
WAPC No	N/A
Author	Natasha Jurmann – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	N/A
Appendices	<ol style="list-style-type: none"> 1. Location Plan - Lot 115 Daviesia Fairway, Ginginup [13.11.1 - 1 page] 2. Aerial Map - Lot 115 Daviesia Fairway, Ginginup [13.11.2 - 1 page] 3. Applicant's Proposal [13.11.3 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Use Not Listed (Outbuilding) on Lot 115 Davesia Fairway, Ginginup.

BACKGROUND

The subject lot is 1 hectare (ha) in area and is currently vacant. The applicant is seeking approval to construct an outbuilding prior to commencement of a single house. Plunkett has submitted their building application as of the 13th of July 2022 and the shed will be conditioned not to commence construction prior to having building consent for the single dwelling.

It should be noted that in order for the proposed structure to be considered as a traditional outbuilding, it must be associated with a dwelling. An outbuilding is not permitted as a stand-alone structure on an otherwise vacant lot. As such, given the subject site does not yet contain a dwelling, the officer is unable to approve the proposed structure under delegation.

The Use Not Listed (Outbuilding) is 8 metres in length and 6 metres in width, equating to an area of 48m². The proposed wall height is 3 metres tapering to an overall height of 3.8 metres. The outbuilding is set back 6 metres from the southern corner of the house and within the building envelope shown on the plans.

A location plan and aerial imagery are attached as **Appendices 13.11.1 and 13.11.2 respectively.**

A copy of the applicant's proposal is attached as **Appendix 13.11.3.**

COMMENT

Stakeholder Consultation

No consultation was undertaken given no variations are proposed that may impact neighbouring properties.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Rural Living under LPS 9, the objectives of which are to:

- a) protect the rural environment and landscape;*
- b) accommodate single dwellings at very low densities on individual allotments beyond the urban areas;*
- c) restrict and limit the removal of natural vegetation and encourage revegetation where appropriate;*
- d) prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;*
- e) avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and*
- f) provide for a suitable level of physical and community infrastructure.*

Clause 3.4.2 of LPS 9 outlines the process in dealing with uses not listed in the Zoning Table:

3.4.2 *If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may*

–

- a) determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*

- b) determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of the clause 9.4 in considering an application for planning approval; or*
- c) determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

The proposal is deemed to be consistent with the objectives of the Rural Living zone and is therefore permitted, subject to relevant conditions.

As the proposal relies upon the construction of a dwelling to satisfy LPS 9, it is recommended that an appropriate condition be imposed to ensure that the landowners follow through on their commitment to build a dwelling in conjunction with the outbuilding and, should that not occur, requiring that the structure be removed.

Setbacks

The development is required to be set back 20 metres from all lot boundaries in accordance with Table 2 – Site Requirements under LPS 9. The proposed outbuilding is set back in excess of 20 metres and is therefore compliant.

Planning and Development (Local Planning Scheme) Regulations 2015 (the Regulations)

The Regulations are subsidiary legislation created under the *Planning and Development Act 2005* and include Deemed Provisions which apply to every local planning scheme throughout the State.

In accordance with Schedule 2, Part 9, Clause 72 of the Deemed Provisions, the local government may impose conditions limiting the period of time for which development approval is granted.

Note: A temporary development approval is where the local government grants approval for a limited period. It does not have any effect on the period within which the development must commence.

The above clause permits time limited approvals to be imposed. The rationale behind the time limited conditions relating to the outbuilding has been outlined above. This condition is reasonable given the landowners intent to build a dwelling (building permit for a single house granted).

Summary

In summary, the proposed Use Not Listed (Outbuilding) can be appropriately regulated via conditions of approval. On that basis the officer recommends conditional support for the development.

STATUTORY/LOCAL LAW IMPLICATIONS

*Planning and Development (Local Planning Scheme) Regulations 2015
Local Planning Scheme No. 9*

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements incorporating economic development objectives and community amenity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson

SECONDED: Councillor Balcombe

That Council:

1. Accept that the proposed development is appropriate for consideration as a “Use Not Listed” (Outbuilding) and is compatible with the objectives of the Rural Living zone in accordance with Clause 3.4.2 of the Shire of Gingin’s Local Planning Scheme No. 9; and
2. Grant Development Approval for a Use Not Listed (Outbuilding) at Lot 115 Davesia Avenue, Ginginup subject to the following conditions:
 - a. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this approval;
 - b. This approval is for a Use Not Listed (Outbuilding) only as indicated on the approved plans;

- c. Prior to the commencement of construction, the landowner/applicant shall have obtained a Building Permit for a dwelling on the property;
- d. The Outbuilding component is valid for a period of two years expiring on 19 July 2024, at which time the Use Not Listed (Outbuilding) is to be removed from the property unless the construction of a single house has been completed;
- e. The finished floor level of the outbuilding must be set at the existing average natural ground level to the satisfaction of the Shire of Gingin;
- f. The outbuilding is not to be used for human habitation or any other industrial or any commercial use;
- g. The approved outbuilding is to be constructed using new materials and be of a consistent colour scheme; and
- h. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes

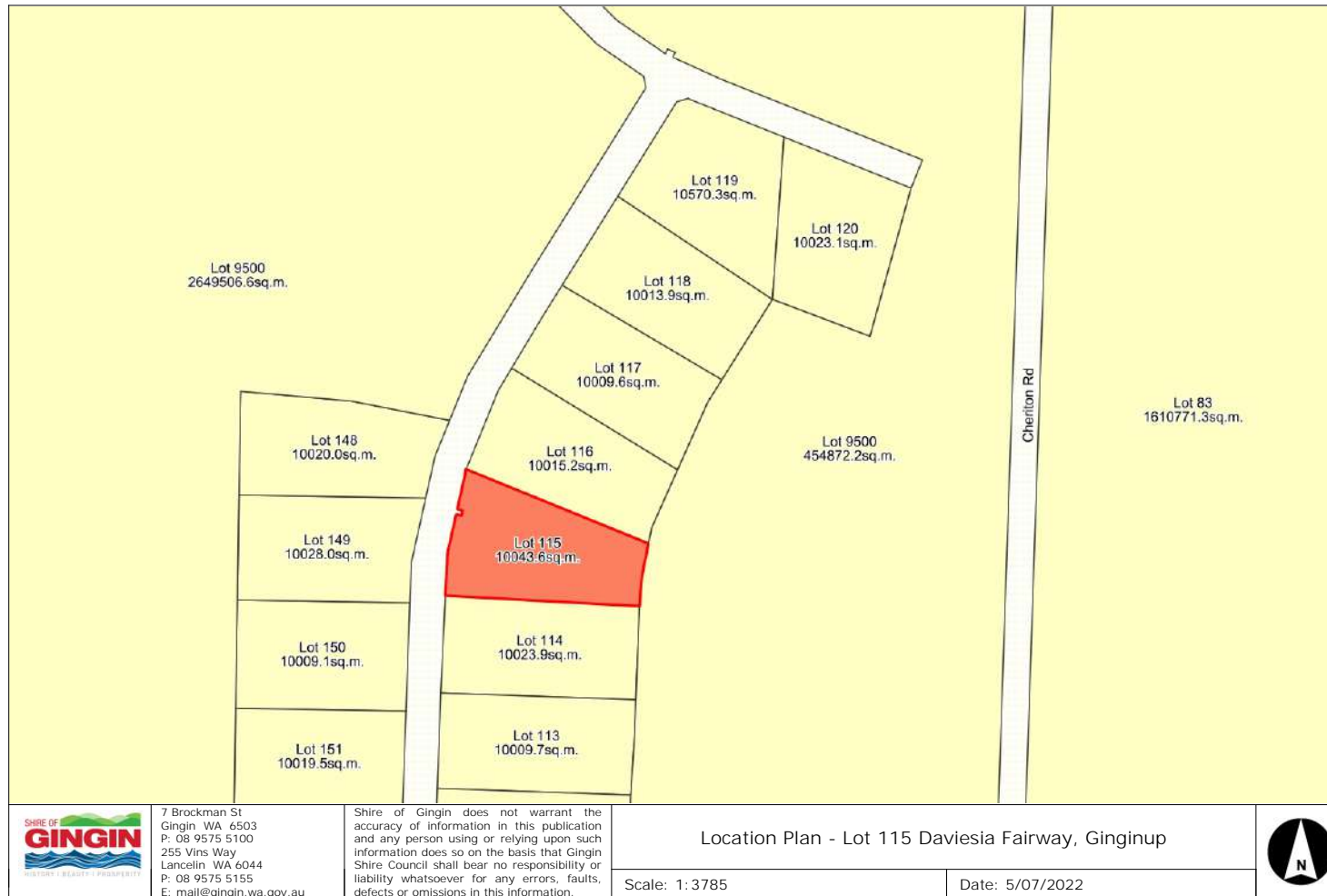
- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of 2 years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 6: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

Note 7: Should the single house be constructed within the two year approval period, the structure will be classified under the planning framework as an 'outbuilding' and therefore will be subject to an exemption from the need to obtain further development approval under Schedule A, Clause 61 (m) of Local Planning Scheme No. 9.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*





Shire of Gingin

Att: Kailee Williams

Re: installing new garden shed on Lot 115 Daviesia Fairway, Ginginup.

Hi Kailee,

We have completed the required planning application forms (as best we could) and are included with this covering letter. We have also recently completed and submitted forms to Gingin Shire for the building application for our shed, which included the structural details, the receipt from Stratco for the purchase and all the engineering documentation.

We are also building a new home at this address, Plunkett Homes are the Builders, we believe the builder has now submitted their application to Gingin Shire for the construction of our home.

Our shed will be 6mts x 8mts and will be used for all our gardening equipment, work bench, tools, storage shelves, bicycles & my small hatchback car. We are building this shed ourselves.

The shed cost was: \$13,000.00

Delivery was: \$407.00

Earthworks & concrete quoted at this stage: \$3,500 - \$4,000.

We have allowed \$500.00 for extras.

We have included all the accompanying documents requested.

- Certificate of Title.
- Stratco shed purchase receipt.
- Block plan with Shed & New house locations. 2 x copies.
- Street location plan. 2 x copies.

We have included our visa card details for the payment of the fee.

Thank you for your assistance with the forms this morning on the phone.

All the best

Robert and Elizabeth Ford



29/6/22



Elevations

Job Reference
Sales Person
Client Name

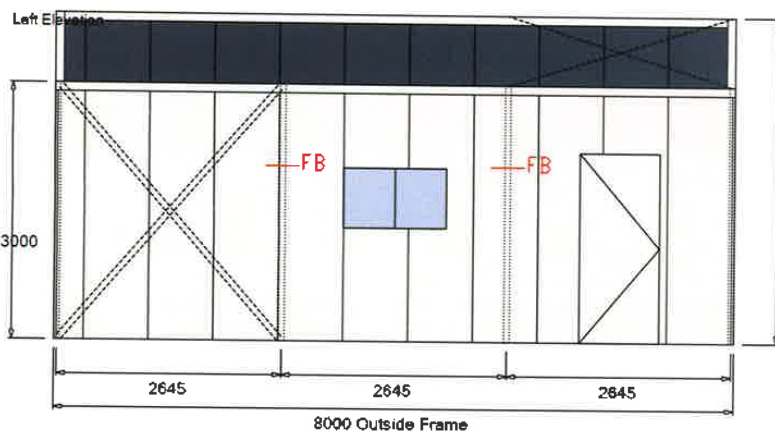
Ms Morgan Sampson
Mr. Robert Ford

Site Address

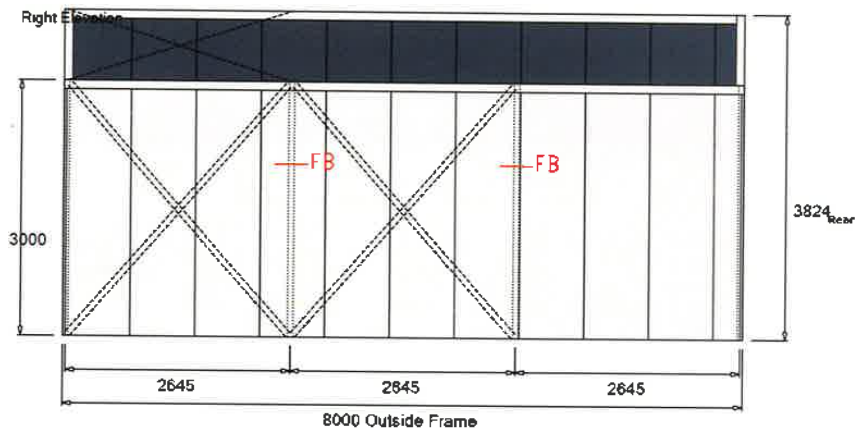
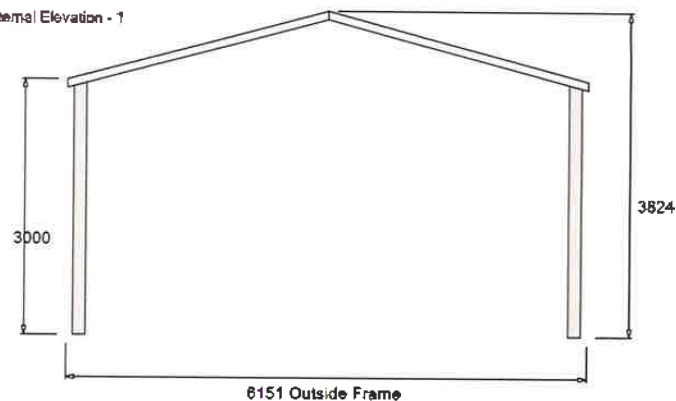
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Design Number
Date

SQ259190
13/04/2022

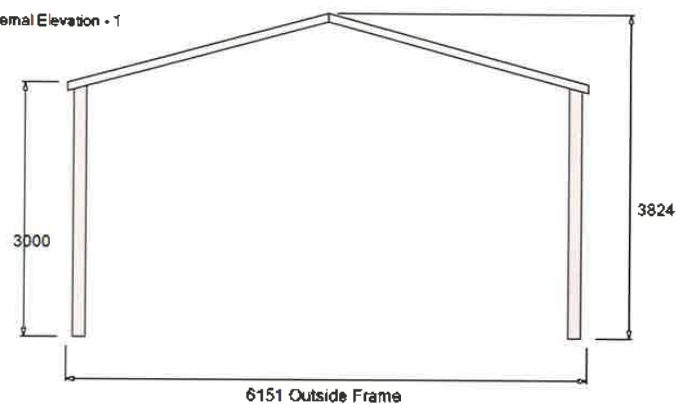
Customer Signature



Front Internal Elevation - 1



Rear Internal Elevation - 1



MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

How To.

STRATCO

All dimensions shown are measured from outside of frame (including purlins and girts). Dimensions shown are for illustrative purposes only and should not be used for assembly. Please refer to the relevant installation guides or detailed drawings provided for site preparation, portal frame layout and slab dimensions. Please refer to current Stratco Cable Homeshed certification referenced 50096 by FYFE Pty Ltd for 15° Homeshed range or certification referenced 2011-628 by RSA for 16° Homeshed range. Certifications are applicable to standard shed designs only.

APPENDIX 13.11.3



Elevations

Job Reference
Sales Person
Client Name

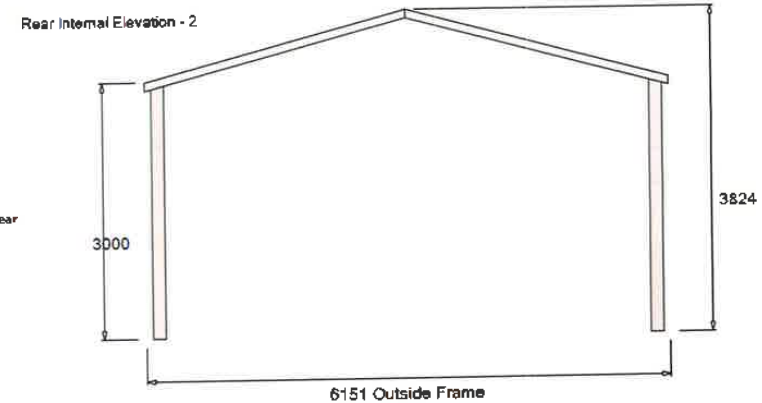
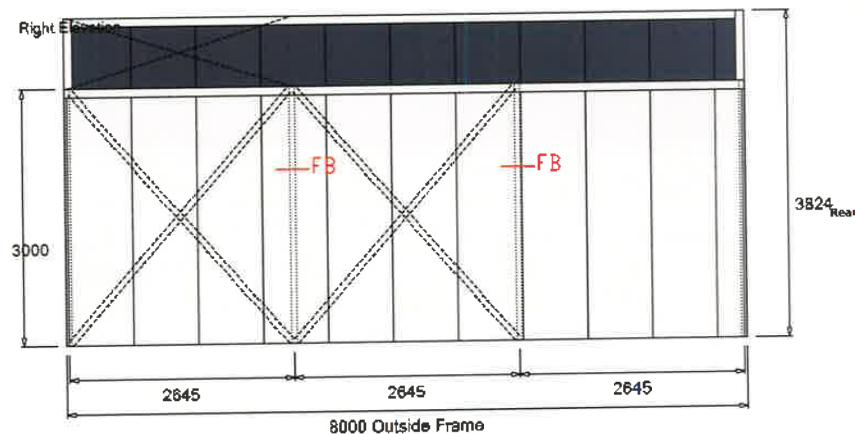
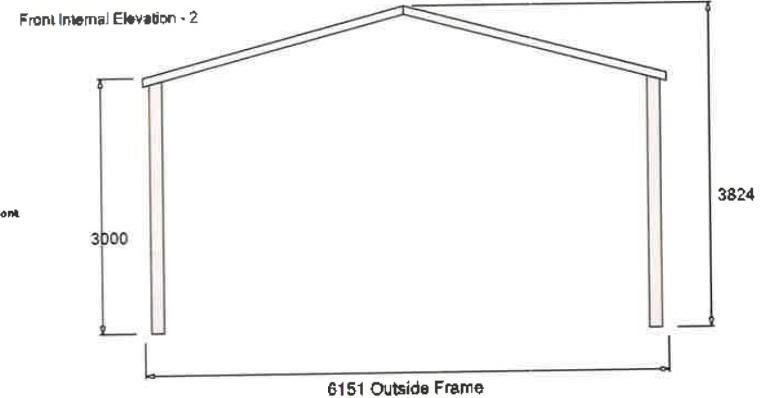
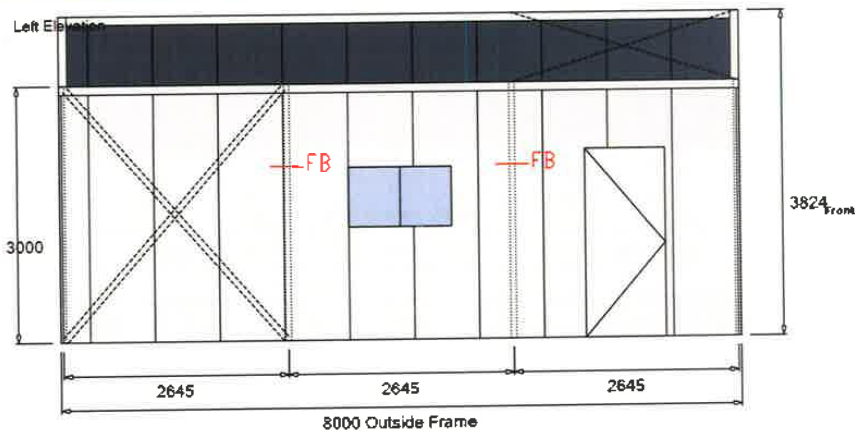
Ms Morgan Sampson
Mr. Robert Ford

Site Address

LOT 115 Daviesia Fairway Ginginup Unknown
Design Number
Date

SQ259190
13/04/2022

Customer Signature



How To.



All Dimensions shown are measured from outside of frame (including purlins and girts). Dimensions shown are for illustrative purposes only and should not be used for assembly. Please refer to the relevant installation guides or detailed drawings provided for site preparation, portal frame layout and slab dimensions. Please refer to current Stratco Cable Homeshed certification referenced S0098 by FYFE Pty Ltd for 15° Homeshed range or certification referenced 2011-628 by RSA for 10° Homeshed range. Certifications are applicable to standard shed designs only.



Site Plan

Job Reference
Sales Person
Client Name

Ms Morgan Sampson
Mr. Robert Ford

Site Address

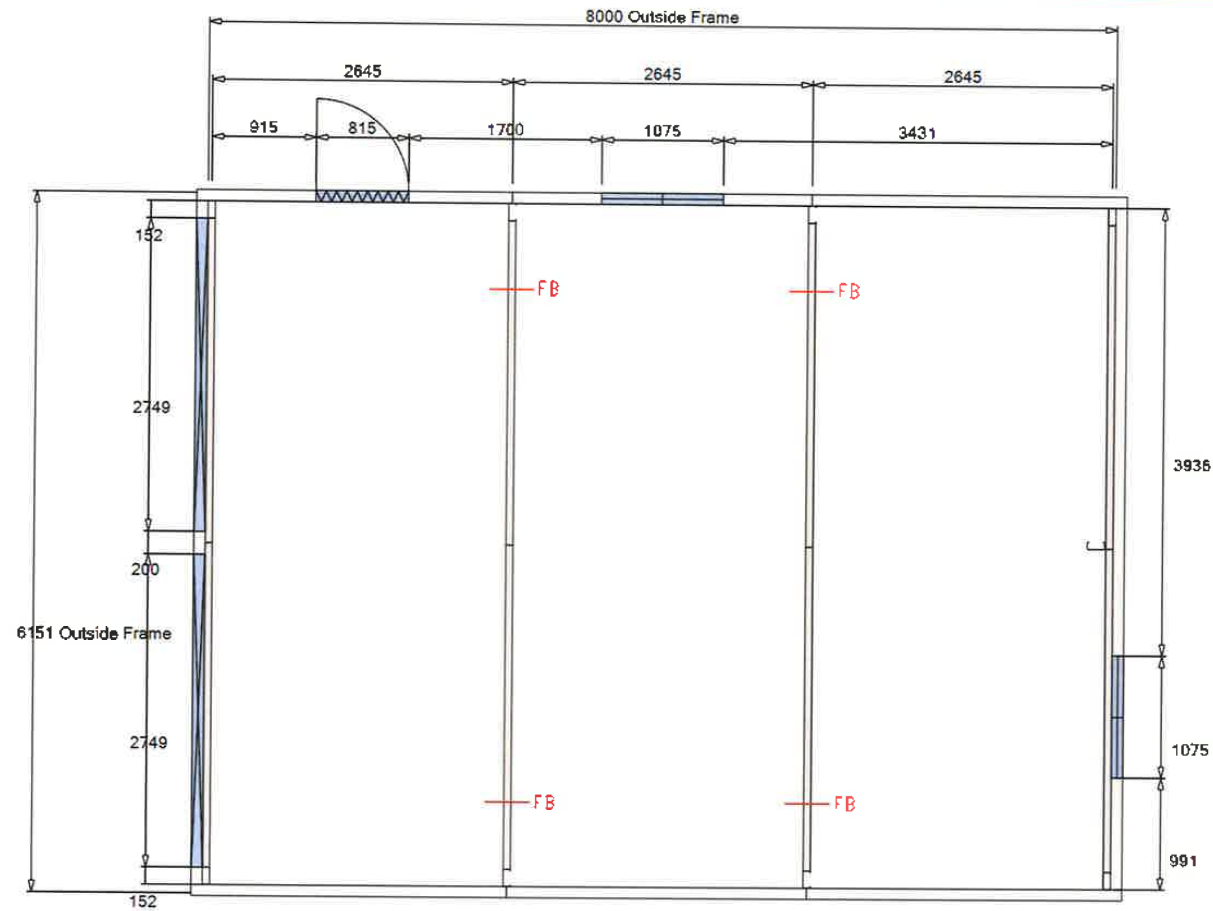
LOT 115 Daviesia Fairway Ginginup Unkn
Design Number
Date

SQ259190
13/04/2022

Customer Signature

Front

Rear



MINUTES ORDINARY COUNCIL MEETING 19 JULY 2022

How To.

STRATCO

All Dimensions shown are measured from outside of frame (including purlins and girts). Dimensions shown are for illustrative purposes only and should not be used for assembly. Please refer to the relevant installation guides or detailed drawings provided for site preparation, portal frame layout and slab dimensions. Please refer to current Stratco Gable Homeshed certification referenced 50090 by FYFE Pty Ltd for 15° Homeshed range or certification referenced 2011-620 by ASA for 10° Homeshed range. Certifications are applicable to standard shed designs only.

APPENDIX 13.11.3



Elevations

Job Reference
Sales Person
Client Name

Ms Morgan Sampson
Mr. Robert Ford

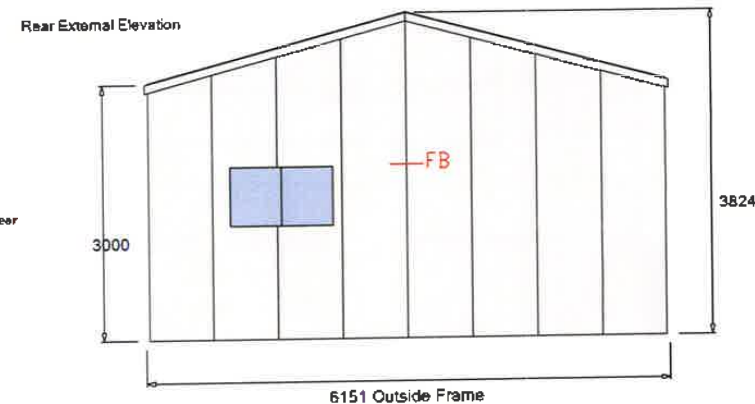
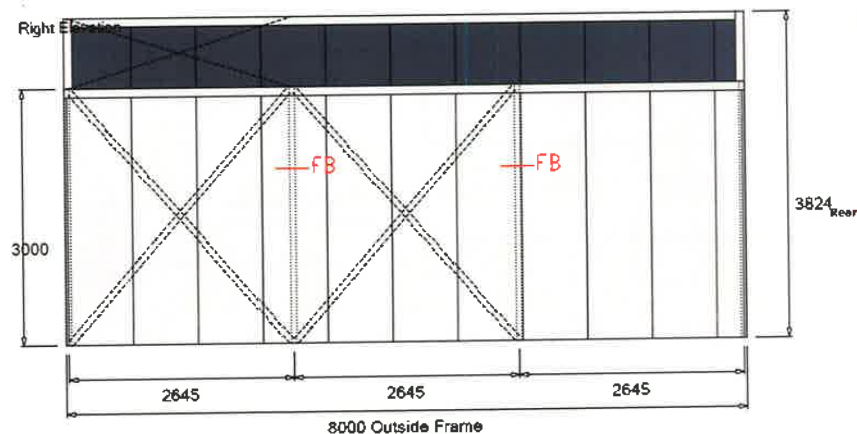
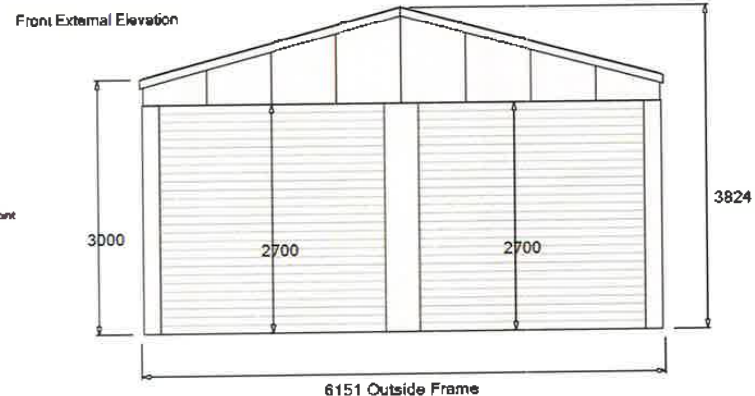
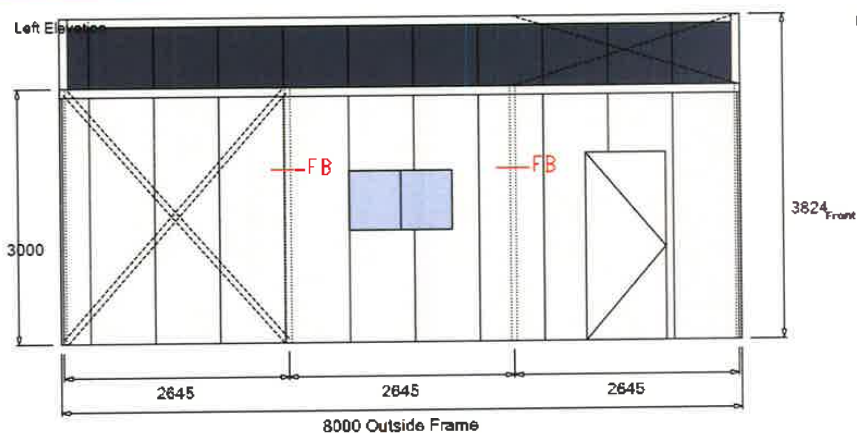
Site Address

LOT 115 Daviesla Fairway Ginginup Unkn

Design Number
Date

SQ259190
13/04/2022

Customer Signature





13.12 SHIRE OF GINGIN DESIGNATED DOG EXERCISE AREAS AND DOG PROHIBITED AREAS

File	LAW/16
Author	Emily Agnew - Ranger and Christine Wright - Ranger Administration Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	15 July 2014 - Item 11.3.1
Appendices	<ol style="list-style-type: none">1. Ledge Point Foreshore [13.12.1 - 1 page]2. Ledge Point Oval [13.12.2 - 1 page]3. Key Biscayne Park, Ledge Point [13.12.3 - 1 page]4. Jones St, Ledge Point [13.12.4 - 1 page]5. Harold Park, Lancelin [13.12.5 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider changes to dog exercise areas and places where dogs are prohibited in accordance with section 31 of the *Dog Act 1976*.

BACKGROUND

Amendments made to the *Dog Act 1976* in 2013 removed a local government's ability to make local laws in respect of Designated Dog Exercise and Dog Prohibited areas and instead gave local governments the ability to determine such areas which are under their care, control or management by an Absolute Majority decision of Council.

Council considered the amendments to the Act and the implications to the Shire of Gingin at its meeting on 15 July 2014 and resolved to:

1. Declare the following areas as declared dog prohibited areas:
 - a. A public building, unless permitted by a sign;
 - b. A theatre or picture gardens;
 - c. All premises or vehicles classified as food premises or food vehicles under the Australian New Zealand Food Safety Code;
 - d. A public swimming pool; and

- e. The following beaches, reserves and freehold land –
 - i. Gingin – that part of Reserve No. 26783 which forms the school oval; that part of Reserve No. 7573 which forms the football oval; and those parts of Locations 265 and 326 and Lot 66 Weld Street which form Granville Park;
 - ii. Guilderton – that part of Reserve No. 25006, which forms the grassed BBQ area of the Moore River foreshore; that part of Reserves No. 25007, 25008, 25751 and 36048 which form the Guilderton Caravan Park in total; and that part of beach Reserve no Pt. 31353/370 from the Moore River mouth to a line drawn west from the junction of Hanson and Gordon Streets;
 - iii. Lancelin – that part of Beach Reserve No Pt. 32037 which is adjacent to Cunliffe Street and bounded by a line drawn generally west from the southern boundary of Lot 11 Cunliffe Street and a southern boundary on a line extending generally west of Timothy Street – the prohibition in this rea to apply only between the hours of 0800 and 1800; and that part of Reserve No. 24022 which forms Harold Park;
 - iv. Ledge Point – that part of Beach Reserve no. Pt 31377 that is bounded by the groynes; those parts of Reserves no. 24196, 37015 and 31377 which form Key Biscayne Park; and that part of Reserve no. 31684 that forms the sports and recreation oval; and
 - v. Seabird – that part of the beach area adjacent to the Seabird Caravan Park; and that part of Reserve no. 34485 which forms the Community Sports Oval.
- 2. Declare the following areas as declared dog exercise areas:
 - a. Gingin – Reserve No. 11864 (Lot 155) adjacent to Strathalbyn Way and Vincent Street; and Reserve No 21432 (Lots 41 and 42) adjacent to Cockram Road and to the south of the entry road to the recreation centre;
 - b. Guilderton townsite – Beach Reserve No. Pt. 31353 being the beach area to the north of the Mortimer Street Groyne; Beach Reserve No. Pt. 31353 being the beach area only between a line drawn west of the western termination of Mortimer Street as the northern boundary and a line drawn west of Fraser Street as the southern boundary; and Reserve No. 26561 being the parkland reserve bordered by Silver Creek and Stephens Crescent;

- c. Lancelin townsite – Beach Reserve No. Pt. 32037 being the beach area from the northern end of Harold Park as indicated by the War Memorial and bounded by the adjacent frontal dune and the lead light groyne; Beach Reserve no. Pt. 32037 being the beach area from the northern boundary on a line generally south of Carl Street, south to a line generally extending from the footpath joining the beach with Casserley Way car park; and Reserves No. 24286 and 26908 which are bordered by Bootoo Street to the west and the Off Road Vehicle area to the east.
 - d. Ledge Point townsite – Beach Reserve No. Pt. 31377 being the beach area to the north of Barrett-Lennard Drive.
 - e. Seabird townsite – that beach area to the south of the Turner Street access way.
3. Declare that the areas identified as declared dog exercise areas are not to be used for that purpose if they are:
 - a. Land which has been set apart as a children’s playground;
 - b. An area being used for sporting or other activities, as permitted by the Local Government, during the times of such use; or
 - c. A carpark.
4. Acknowledge that this Resolution is subject to any written law and any law of the Commonwealth about Assistance Animals as defined in the *Disability Discrimination Act 1992* (Commonwealth), section 9 (2).

COMMENT

Officers have undertaken a review of the existing Designated Dog Exercise and Dog Prohibited areas over a twelve-month period to ensure that they are being utilised effectively and meeting community demands.

The review was undertaken due to the Rangers inability to enforce some of the existing confusing and contradictory signage in existing areas, customer service requests from rate payers requesting changes and observed usage of the areas. Based on the information collated from these sources officers are recommending that the following amendments be adopted:

1. Remove the time restrictions from that part of the Ledge Point Foreshore Reserve No. 31377 between the two groyne points adjacent to DeBurgh Street and amend this area to be dog prohibited always. This area was previously designated as a dog prohibited area then off lead between 5pm and 8am. This designation is confusing and unenforceable by Rangers. Declaring the areas dog prohibited between the two groynes removes the confusion with times and allows for a part of the beach for those who do not want to interact with dogs. **(Appendix 13.12.1).**

2. Remove the time restrictions from that part of Ledge Point Oval Reserve No. 31684 and amend to be a dog exercise area always. This area was previously designated as dog off lead between 5pm and 8am and on lead all other times. This designation is confusing and unenforceable by Rangers. Declaring the Oval a dog exercise area allows owners to walk their dogs in a contained space. This was a request from the Ledge Point Community Association. **(Appendix 13.12.2).**
3. Key Biscayne Park Reserve No 43180 to be removed as a dog prohibited area. This will allow dogs to be on lead, despite its current dog prohibited status Rangers have observed both visitors and rate payers exercising their dogs on lead in this area with no adverse reports. This was a request from the Ledge Point Community Association. **(Appendix 13.12.3).**
4. Declare Jones Street Reserve No 31684 (Ledge Point) to be a dog prohibited area or remove existing signage that declares this area as a dog prohibited area. **(Appendix 13.12.4).**
5. Remove Harold Park Reserve No. 32037 and 24022 as a dog prohibited area to allow dogs to be on lead. Harold Park is adjacent to the foreshore exercise area and is frequented by dog owners. The existing facilities are suitable for dogs off lead. **(Appendix 13.12.5).**
6. Council previously unanimously agreed to the following items on 8 July 2016. However, voting requirements were Simple Majority instead of Absolute Majority as required by section 31 of the *Dog Act 1976*. These items are only being re-presented to Council to rectify this matter.
 - a) Remove Locations 265 and 326 and Lot 66 Weld Street, Gingin (which form part of Granville Park) from the declared Gingin Dog Prohibited Area allowing this area to be used by dogs on lead.
 - b) Extend the dog exercise area at Guilderton Beach Reserve (Pt. 31353) to run from the groyne at the western termination of Mortimer Street (the existing northern boundary) south to a line drawn west of the intersection of Gordon and Hanson Streets.
 - c) Remove all reference to the section of beach adjacent to the Seabird Caravan Park as a Dog Prohibited Area as the area referred to is Unallocated Crown Land, with no vesting order to the Shire of Gingin. The Shire of Gingin therefore has no power to declare this area as a Dog Prohibited Area.
 - d) Amend the Lancelin Dog Prohibited Area by removing the time limitation between the hours of 0800 and 1800 hours that currently applies to the section of beach adjacent to Cunliffe Street and bounded by a line drawn generally west from the southern boundary of Lot 11 Cunliffe Street and a southern boundary on a line extending generally west of Timothy Street.

Officers will remove and install signage to reflect Council's decision on the proposed recommendations.

The review process was based on ability of Rangers to enforce existing confusing and contradictory signage in existing areas, customer service requests from rate payers and observed usage of the areas.

STATUTORY/LOCAL LAW IMPLICATIONS

Dog Act 1976

Part V1 – Control of Dogs

Division 1 – Dogs Generally

Section 31 – Control of Dogs in Certain Places

Dog Regulations 2013

Regulation 37 – Transitional regulation: provisions of certain local laws have no effect after 31 July 2014

Shire of Gingin Dogs Local Law 2004

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil – Existing signage and current budgets cover any changes

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2022-2032

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel

SECONDED: Councillor Balcombe

That Council agree to:

1. Repeal the time restrictions applicable to that part of the Ledge Point Foreshore Reserve No. 31377 between the two groyne points adjacent to DeBurgh Street and declare this area to be a Dog Prohibited Area always.
2. Repeal the time restrictions applicable to that part of Ledge Point Oval Reserve No. 31684 identified in Appendix 13.12.4 and declare this area to be a Dog Exercise Area always.
3. Repeal the Dog Prohibited Area designation applicable to Key Biscayne Park, Ledge Point Reserve No 43180 to allow dogs on lead.
4. Declare Jones Street Reserve No 31684 (Ledge Point) to be a Dog Prohibited Area as per the current usage and signage.
5. Repeal the Dog Prohibited Area designation applicable to Harold Park Reserves 32037 and 24022 (Lancelin) to allow dogs to be on lead.
6. To rectify previous matters by accepting the following by Absolute Majority:
 - a. Remove Locations 265 and 326 and Lot 66 Weld Street, Gingin (which form part of Granville Park) from the declared Gingin Dog Prohibited Area allowing this area to be used by dogs on lead.
 - b. Extend the dog exercise area at Guilderton Beach Reserve (Pt. 31353) to run from the groyne at the western termination of Mortimer Street (the existing northern boundary) south to a line drawn west of the intersection of Gordon and Hanson Streets.
 - c. Remove all reference to the section of beach adjacent to the Seabird Caravan Park as a Dog Prohibited Area as the area referred to is Unallocated Crown Land, with no vesting order to the Shire of Gingin. The Shire of Gingin therefore has no power to declare this area as a Dog Prohibited Area.
 - d. Amend the Lancelin Dog Prohibited Area by removing the time limitation between the hours of 0800 and 1800 hours that currently applies to the section of beach adjacent to Cunliffe Street and bounded by a line drawn generally west from the southern boundary of Lot 11 Cunliffe Street and a southern boundary on a line extending generally west of Timothy Street.

CARRIED BY ABSOLUTE MAJORITY

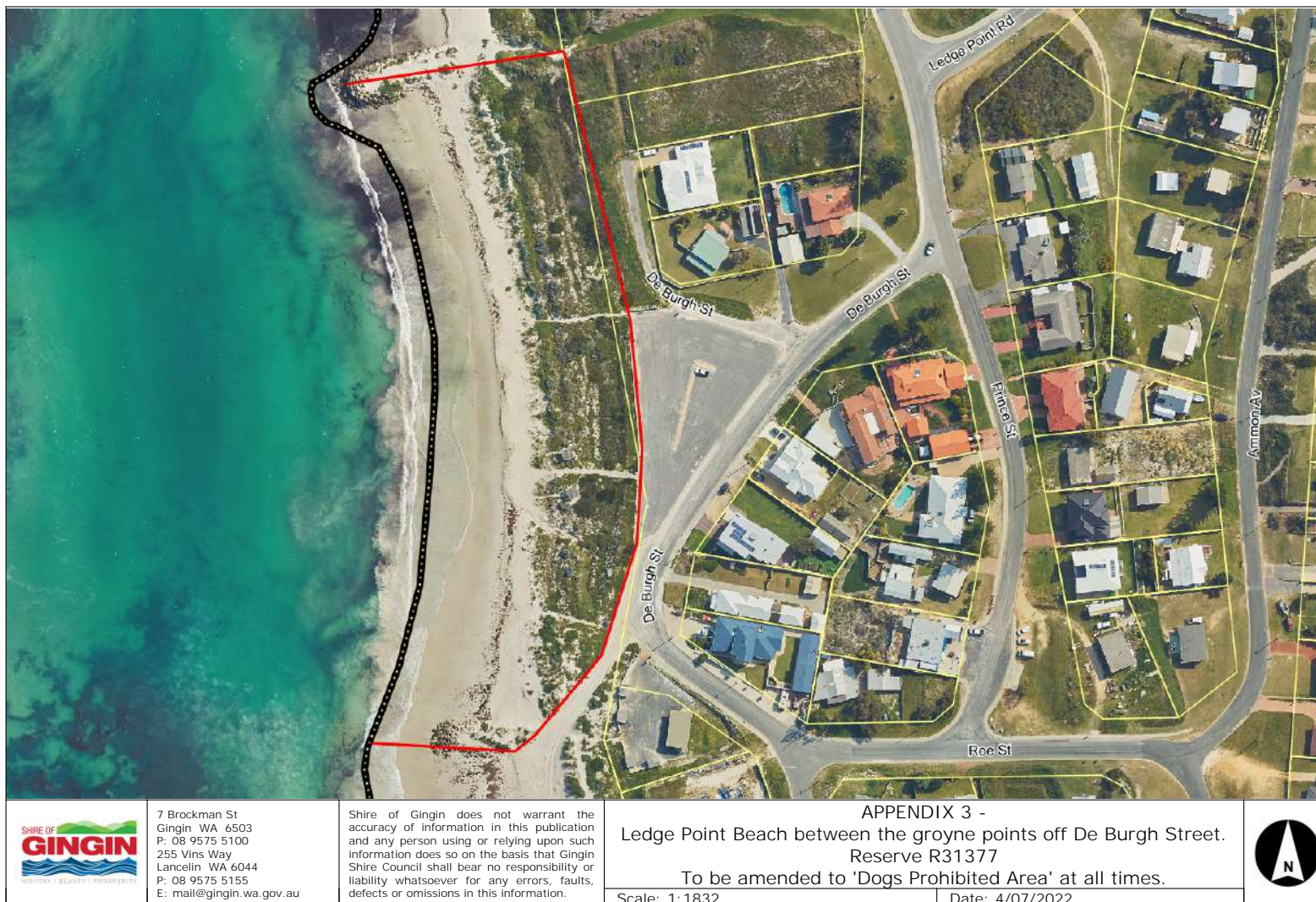
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

**MINUTES
ORDINARY COUNCIL MEETING
19 JULY 2022**





AGAINST: *Nil*









	<p>7 Brockman St Gingin WA 6503 P: 08 9575 5100 255 Vins Way Lancelin WA 6044 P: 08 9575 5155 E: mail@gingin.wa.gov.au</p>	<p>Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>APPENDIX 6 - Ledge Point Playground Reserve No R31684 Amend reference to 'Dogs Prohibited Area'</p> <p>Scale: 1: 1000</p> <p>Date: 5/07/2022</p>	
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14 REPORTS - OPERATIONS AND ASSETS

Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 COUNCILLORS' OFFICIAL REPORTS

16.1 SOVEREIGN HILL, WOODRIDGE & REDFIELD PARK COMMUNITY ASSOCIATION ANNUAL GENERAL MEETINGS

File:	GOV/6
Councillor:	Councillor Frank Johnson
Report Date:	19 July 2022

All three Annual General Meetings (AGM's) were well attended by community members. All Executive Committee positions were filled, and a majority of Ordinary Committee positions. It was terrific to see new faces nominated for the Committees.

16.2 COUNTRY WOMEN'S ASSOCIATION WA STATE CONFERENCE

File:	GOV/6
Councillor:	Councillor Wayne Fewster
Report Date:	19 July 2022

I attended the opening of the Country Women's Association (CWA) WA State Conference on 18 July 2022. There were roughly 200 attendees at the Granville Civic Centre in Gingin which was followed for the next two days with conference meetings.

CWA of WA President, Elaine Johnson, expressed her gratitude on behalf of the CWA for Council's \$5,000 contribution towards the event and thanked staff for their assistance.

The highlight of the conference for me was a presentation by Keynote Speaker, Janice Stanton. Janice is the President of Grandparent's Raising Grandchildren which is a very important group of mainly seniors who find themselves caring for their Grandchildren for various reasons. They are trying to raise awareness and are in desperate need of Federal and State Government funding which, at the moment, appears to be non-existent.

17 NEW BUSINESS OF AN URGENT NATURE

Nil

18 MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson **SECONDED:** Councillor Vis

That Council move into a Confidential Session to discuss Item 11.2.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The meeting was closed to the public and all members of the public, members of the press, Sharon Smith (Coordinator Ranger Services), and James Bayliss (Coordinator Statutory Planning) left the Council Chambers at 4:32 pm.

18.1 APPOINTMENT OF COMMUNITY REPRESENTATIVES - AGED HOUSING AND CARE SERVICE PROVISION WORKING GROUP

This matter was considered as a matter for which the meeting is to be closed to the public. See page 160.

File	CSV/40
Author	Ebony Mackey - Governance Support Officer
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	21 June 2022 - Item 11.5
Appendices	2. Current Terms of Reference [11.2.1 - 3 pages]

DISCLOSURES OF INTEREST

Councillor Balcombe declared an impartiality interest in Item 18.1 as two of the applicants are on the Board of Directors for her employer, Gingin Districts Community Financial Services.

VOTING REQUIREMENTS - SIMPLE MAJORITY

SUBSTANTIVE MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis **SECONDED:** Councillor Johnson

That Council appoint the following community representatives to the Aged Housing and Care Service Provision Working Group:

Community Representative	
1.	
2.	
3.	

AMENDMENT MOTION

MOVED: Councillor Fewster **SECONDED:** Councillor Vis

That Council:

1. Amend the motion by adding Part 1 as follows:

"1. Amend the Terms of Reference in Membership Part 1 by deleting "three community representatives" and replacing with "up to six community representatives."
2. Renumber the existing text as Part 2.

CARRIED UNANIMOUSLY
6 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The substantive motion was amended in accordance with the amendment motion and was put to the vote.

COUNCIL RESOLUTION

MOVED: Councillor Vis **SECONDED:** Councillor Johnson

1. Amend the Terms of Reference in Membership Part 1 by deleting "three community representatives" and replacing with "up to six community representatives".

2. That Council appoint the following community representatives to the Aged Housing and Care Service Provision Working Group:

Community Representative	
1.	Sylvia Kelly
2.	Irene Neville
3.	Karen Grant
4.	Wendy Harris
5.	Laura Parker
6.	Robert Wade

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

Reason for Amendment:

Council was of the view that each of the nominees offered different individual skills and attributes that would be of benefit to the Working Group.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis **SECONDED:** Councillor Johnson

That the meeting be re-opened to the public.

**CARRIED UNANIMOUSLY
6 / 0**

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Johnson, Councillor Kestel, Councillor Peczka and Councillor Vis*

AGAINST: *Nil*

The meeting re-opened to the public at 4:55 pm. One member of the Press returned to the Gallery and was advised of Council's decision.

19 CLOSURE

There being no further business, the Shire President declared the meeting closed at 4:57 pm.

The next Ordinary Council Meeting will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on 16 August 2022, commencing at 3pm.