Shire of Pingelly

Attachments

Ordinary Council Meeting
20 June 2018

Attachment 1

14.1 Register of Delegations Annual Review

June 2018 Register of Delegations by Council to Chief Executive Officer

SHIRE OF PINGELLY

REGISTER OF DELEGATIONS

By

Council to Chief Executive Officer

Last Updated: 15 June 2018

SHIRE OF PINGELLY

Register of Delegations

This document is the Register of Delegations for the Shire of Pingelly, and meets the requirements of Section 5.46(I) of the *Local Government Act 1995.*

This Register outlines those functions which have been specifically delegated by the Council to the Chief Executive Officer and sets out the conditions applying to the exercise of the delegation.

Sections 5.42 and 5.43 of the *Local Government Act 1995* quantifies the power to delegate, the limits of those delegations and in the main reflects those powers and duties which require either an absolute, or special, majority vote. Actual decisions relating to the matter delegated shall be made by the person nominated in the delegation, notwithstanding that other staff may undertake research and technical work relating to that delegation.

Adequate record is to be kept of the exercise of the delegation through the recording of the delegation reference number, the date of the decision in regard to the delegation, and the people of whom are affected by the decision. The following pro-forma may be used as an attachment to relevant documentation.

Delegations Register Number	
Date decision exercised	
Those affected	
Details of decision	
Action required to be taken	

BACKGROUND

The *Local Government Act 1995* requires local governments to review their delegation of powers/authority to the Chief Executive Officer at least once in every twelve months and then for the Chief Executive Officer to review his delegation of authority within the same review period.

STATUTORY IMPLICATIONS

Section 5.42 provides that:

(1) A local government may delegate (by Absolute Majority) to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

Section 5.43 provides that a local government cannot delegate to a Chief Executive Officer any of the following powers or duties —

(a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;

(b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;

(c) appointing an auditor;

(d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;

(e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;

(f) borrowing money on behalf of the local government;

(g) hearing or determining an objection of a kind referred to in section 9.5;

(h) any power or duty that requires the approval of the Minister or the Governor; or

(i) such other powers or duties as may be prescribed.

Section 5.44 provides that:

(1) A Chief Executive Officer may delegate to any employee of the local government the exercise of any of the Chief Executive Officer's powers or the discharge of any of the Chief Executive Officer's duties under this Act other than this power of delegation.

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

(3) This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the Chief Executive Officer under section 5.42, but in the case of such a power or duty —

   (a) the Chief Executive Officer's power under this section to delegate the exercise of that power or the discharge of that duty; and

   (b) the exercise of that power or the discharge of that duty by the Chief Executive Officer's delegate,

   are subject to any conditions imposed by the local government on its delegation to the Chief Executive Officer.

(4) Subsection (3)(b) does not limit the Chief Executive Officer's power to impose conditions or further conditions on a delegation under this section.

(5) In subsections (3) and (4) "conditions" includes qualifications, limitations or exceptions.

Section 5.45 provides that:

(1) Without limiting the application of sections 58 and 59 of the *Interpretation Act 1984* —

   (a) a delegation made under this Division has effect for the period of time specified in the delegation or where no period has been specified, indefinitely; and

   (b) any decision to amend or revoke a delegation by a local government under this Division is to be by an absolute majority.

(2) Nothing in this Division is to be read as preventing —

   (a) a local government from performing any of its functions by acting through a person other than the Chief Executive Officer; or

   (b) a Chief Executive Officer from performing any of his or her functions by acting through another person.

Section 5.46(2) provides that:

(2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.

Section 17(10) of the *Bush Fires Act* provides that a local government may by resolution delegate to its mayor, or president, and its Chief Bush Fire Control Officer, jointly its powers and duties under subsections (7) and (8).

Section 48 of the *Bush Fires Act* provides that:

(1) A local government may, in writing, delegate to its chief executive officer the performance of any of its functions under this Act.
(2) Performance by the chief executive officer of a local government of a function delegated under subsection (1)—
    (a) is taken to be in accordance with the terms of a delegation under this section, unless the contrary is shown; and
    (b) is to be treated as performance by the local government.
(3) A delegation under this section does not include the power to sub delegate.
(4) Nothing in this section is to be read as limiting the ability of a local government to act through its council, members of staff or agents in the normal course of business.

Section 17(7)(a) provides that subject to paragraph (b), in any year in which a local government considers that seasonal conditions warrant a variation of the prohibited burning times in its district the local government may, after consultation with an authorised *CALM Act* officer if forest land is situated in the district, vary the prohibited burning times in respect of that year in the district or a part of the district by —
    (i) shortening, extending, suspending or reimposing a period of prohibited burning times; or
    (ii) imposing a further period of prohibited burning times.
(b) A variation of prohibited burning times shall not be made under this subsection if that variation would have the effect of shortening or suspending those prohibited burning times by, or for, more than 14 successive days.

Section 17(8) provides that where, under subsection (7), a local government makes a variation to the prohibited burning times in respect of its district or a part of its district the following provisions shall apply —

(a) the local government —
    (i) shall, by the quickest means available to it and not later than 2 days before the first day affected by the variation, give notice of the variation to any local government whose district adjoins that district;
    (ii) shall, by the quickest means available to it, give particulars of the variation to the Authority and to any Government department or instrumentality which has land in that district under its care, control and management and which has requested the local government to notify it of all variations made from time to time by the local government under this section or section 18;
    (iii) shall, as soon as is practicable publish particulars of the variation in that district;
(b) the Minister, on the recommendation of the Authority, may give notice in writing to the local government directing it —
    (i) to rescind the variation; or
    (ii) to modify the variation in such manner as is specified in the notice;
(c) on receipt of a notice given under paragraph (b) the local government shall forthwith —
    (i) rescind or modify the variation as directed in the notice; and
    (ii) publish in that district notice of the rescission or particulars of the modification, as the case may require.

Section 374AAB of the *Local Government (Miscellaneous Provisions) Act* provides:

(1) The authority to approve or refuse to approve —

(a) plans and specifications submitted under section 374; or

(b) unauthorised building work under section 374AA,

may be delegated by a local government to a person, but if the plans and specifications so submitted conform, or the unauthorised building work conforms, to —

(c) all local laws in force in the relevant district or part of a district in respect of building matters, and the local government's pre-determined policy in respect of building matters; and

(d) all local laws and schemes in force in the relevant district or part of a district in respect of town and regional planning matters, and the local government's pre-determined policy in respect of town and regional planning matters,

the delegate must not refuse to approve the plans and specifications or the unauthorised building work without first obtaining the consent of the local government.

Contents

C1: To Call Tenders

Delegated to the Chief Executive Officer the authority to call tenders of any kind prescribed within the Tender Regulations under which another person is to supply goods and/or services for all budgeted items. The Chief Executive Officer may accept tenders to a value of $149,999 in accordance with the Shire of Pingelly's Purchasing Policy.

Objective: To expedite the purchase of goods and services.

Reference: *Local Government Act 1995* sections 3.57 & 5.42.
Local Government (Functions and General) Regulations regulation 11.

Adopted Date:
Reviewed / Amended Date:

C2: Issue of Building Permits

Delegated to the Chief Executive Officer the authority to approve or refuse to approve plans and specifications for Class 1 and 10 buildings, but where a plan and specification so submitted conforms to:

- all Local Laws and Regulations in force within the district or part of the district in respect of building matters, and the Council's pre-determined policy in respect of building matters; and
- all Local Laws and schemes in force within the district or part of the district in respect of town and regional planning matters, and the Council's predetermined policy in respect of town and regional planning matters.

the Chief Executive Officer shall not refuse to approve that plan or those specifications without first obtaining the consent of the Council.

Further, the issuing of a building licence under Section 374(1) of the *Local Government Act (Miscellaneous Provisions) 1960* may be subject to such conditions as the Chief Executive Officer considers appropriate.

Objective: To expedite the issue of building approvals.

Reference: *Local Government Act 1995* section 5.42(1).
Local Government (Miscellaneous Provisions) Act 1960 section 374(1b).
Local Government (Miscellaneous Provisions) Act 1960 section 374AAB.
Shire of Pingelly Town Planning Scheme No. 3.

Adopted Date:
Reviewed / Amended Date:

C3: Building Licence Extension

Delegated to the Chief Executive Officer the authority to approve an extension of an initial building licence where it was not possible to complete the building within the period specified in the building licence for a further 6 months to allow completion of construction.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 374(1b).

Adopted Date:
Reviewed / Amended Date:

C4: Uncompleted Buildings

Delegated to the Chief Executive Officer the authority to serve the appropriate notices and orders referred to in Section 409A of the *Local Government (Miscellaneous Provisions) Act 1960* and to take all other appropriate actions to obtain compliance with Section 409A of the legislation

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 409A.

Adopted Date:
Reviewed / Amended Date:

C5: Buildings - Certain Actions after Conviction

Delegated to the Chief Executive Officer the authority to serve the appropriate notices referred to in Section 411 of the *Local Government (Miscellaneous Provisions) Act 1960*.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 411.

Adopted Date:
Reviewed / Amended Date:

C6: Building Notices

Delegated to the Chief Executive Officer the authority to issue notices pursuant to Part XV of the *Local Government (Miscellaneous Provisions) Act 1960.*

Objective: To expedite building control and regulation.

Reference: *Local Government Act 1995* section 3.25
Local Government (Miscellaneous Provisions) Act 1960 section 374(1b).

Adopted Date:
Reviewed / Amended Date:

C7: Demolition License

Delegated to the Chief Executive Officer the authority to approve the issue of a demolition license to take down a building or a part of a building and impose conditions as considered appropriate for the safe and proper execution of the work.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 374A.

Adopted Date:
Reviewed / Amended Date:

C8: Issue of Section 401 Notices

Delegated to the Chief Executive Officer the authority to issue notices pursuant to Section 401 of the *Local Government (Miscellaneous Provisions) Act 1960* where a breach of building requirements is considered to be of a magnitude sufficient to warrant issue of a notice.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 401.

Adopted Date:
Reviewed / Amended Date:

C9: Stop Work Orders

Delegated to the Chief Executive Officer the authority to issue stop work notices where a breach of building requirements is considered to be of a magnitude sufficient to warrant issue of a notice and to withdraw stop work notices where the breach for which the notice has been issued is corrected.

Objective: To expedite building control and regulation.

Reference: *Local Government Act 1995* section 5.42(1).
Local Government (Miscellaneous Provisions) Act section 401A.

Adopted Date:
Reviewed / Amended Date:

C10: Dangerous Buildings

Delegated to the Chief Executive Officer the authority, where a building is in a dangerous state, to:

- Issue a certificate which states that the subject building is in a dangerous state.
- Shore up or otherwise secure the building, as well as providing a hoarding or fence around the building to protect the public from danger.
- Serve written notice upon the owner or the occupier of the building requiring that the building be taken down, secured or repaired.

Objective: To expedite building control and regulation to ensure public safety.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 403.

Adopted Date:
Reviewed / Amended Date:

C11: Removal of Neglected and Dilapidated Buildings

Delegated to the Chief Executive Officer the authority to serve upon the owners and occupiers of neglected and dilapidated buildings the written notices required by Sections 408 and 409 of the *Local Government (Miscellaneous Provisions) Act 1960.*

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* sections 408-409.

Adopted Date:
Reviewed / Amended Date:

C12: Certificates of Classification of Buildings

Delegated to the Chief Executive Officer the authority to issue Certificates of Classification of Buildings.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960.*

Adopted Date:
Reviewed / Amended Date:

C13: Licence to Deposit Materials on or Excavate Adjacent to a Street

Delegated to the Chief Executive Officer the authority to, after satisfying him or herself that the proposed activity will not create undue interference with the operation of the street, way or public place, issue licences to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place. Licences are to be issued subject to the conditions detailed in Section 377 of *the Local Government (Miscellaneous Provisions) Act 1960* and such other conditions as considered relevant.

Objective: To expedite building control and regulation.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 377.

Adopted Date:
Reviewed / Amended Date:

C14: Bond Refunds

Delegated to the Chief Executive Officer the authority to refund bond monies where all bonded conditions of approval have been met, with the aggrieved applicant having a right of appeal to Council.

Objective: To expedite the approvals process.

Reference: *Local Government Act 1995* section 5.42(1).

Adopted Date:
Reviewed / Amended Date:

C15: Undertaking Private Works

Delegated to the Chief Executive Officer the authority to use his/her absolute discretion in accepting or rejecting private works.

Objective: To facilitate the Works Programme.

Reference: *Local Government Act 1995* section 5.42(1).

Adopted Date:
Reviewed / Amended Date:

C16: Plant & Equipment

Delegated to the Chief Executive Officer the authority to approve the use of Shire of Pingelly plant and equipment in accordance with Policy 12.8.

Objective: To facilitate correct management and control of plant and equipment.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C17: Plant & Equipment Hire

Delegated to the Chief Executive Officer the authority to give permission to hire Shire of Pingelly plant, equipment and building's equipment and exchange equipment between buildings.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C18: Replacement Plant Hire

Delegated to the Chief Executive Officer the authority to hire replacement plant and equipment as deemed necessary to meet the operational or emergency requirements of the Shire.

Reference: *Local Government Act 1995* section 5.42.

Objective: To maintain and improve productivity.

Adopted Date:
Reviewed / Amended Date:

C19: Rigid and Articulated Vehicle Movements

Delegated to the Chief Executive Officer the authority to approve rigid and articulated vehicle movements, up to a maximum 37.5m.

Reference: *Local Government Act 1995* section 5.42.

Objective: Expedite the approval process.

Adopted Date:
Reviewed / Amended Date:

C20: Temporary Road Closure

Delegated to the Chief Executive Officer the authority to temporarily close roads during adverse weather conditions or to ensure public safety.

Objective: To minimise damage to roads and ensure public safety.

Reference: *Local Government Act 1995* section 3.50.

Adopted Date:
Reviewed / Amended Date:

C21: Temporary Closure of Roads for Public Events

Delegated to the Chief Executive Officer the authority to determine applications for the temporary closure of roads for public events. The determination shall be in accordance with provisions of the *Road Traffic (Events on Roads) Regulations 1991* and the *Local Government Act 1995* and shall, when approved by the Chief Executive Officer, contain the following conditions:

- The closure is to be advertised in a local newspaper.
- Arrangements are to be made for appropriate signposting to effect the closure.
- The applicant is to take out a Public Risk Insurance policy which indemnifies the Shire against any damages claims and a copy of the Policy is to be provided to the Shire.
- The applicant is to notify the Police and Emergency Services and ensure that whilst the event is in progress, satisfactory arrangements are made to allow access to premises by Emergency Services.

The Chief Executive Officer may determine other conditions to be imposed on any approvals issued.

Objective: To ensure public safety and expedite the approval process.

Reference: *Local Government Act 1995* section 3.50.

Adopted Date:
Reviewed / Amended Date:

C22: Liquor Permits

Delegated to the Chief Executive Officer the authority to determine applications for the consumption and sale of liquor on property under the care, control and management of the Shire of Pingelly.

Objective: To expedite the approvals process.

Reference: *Local Government Act 1995* section 5.42(1).
Liquor Licensing Act 1988 sections 59 & 119.

Adopted Date:
Reviewed / Amended Date:

C23: Impounding

Delegated to the Chief Executive Officer the authority to exercise power in relation to the removal and impoundment of any goods which are involved in any contravention that can lead to impoundment, and to use reasonable force in the exercise of this power.

Objective: To expedite good governance.

Reference: *Local Government Act 1995* section 3.39 and Part 3.

Adopted Date:
Reviewed / Amended Date:

C24: Small Outstanding Balances

Delegated to the Chief Executive Officer the authority to write off uncollectable or economically uncollectable debts up to $50.00.

Objective: To provide a cost effective collection action.

Reference: *Local Government Act 1995* sections 5.42 & 6.12(c).

Adopted Date:
Reviewed / Amended Date: 18 April 2012

C25: Control of Fires

Delegated to the Chief Executive Officer the functions of the Shire of Pingelly as described in section 13(4) of the Bush Fires Act 1954 for use in an emergency situation and only in conjunction with the Chief Bush Fire Control Officer.

Objective: To allow the control of a fire to be transferred to a FESA officer without the need of calling a Council Meeting.

Reference: *Local Government Act 1995* section 5.42(1).
Bush Fires Act 1954 sections 13(4), 48.

Adopted Date:
Reviewed / Amended Date:

C26: Harvest Bans

Delegated to the Chief Executive Officer the authority to impose harvest and vehicle movement bans when none of the Fire Weather Officers are available.

Reference: *Local Government Act 1995* section 5.42.
Bush Fire Regulations 1954 regulations 38A, 38C, 39A & 39B.
Policy 6.8.

Adopted Date:
Reviewed / Amended Date:

C27: Prohibited & Restricted Burning Times

Delegated to the Chief Executive Officer the authority in pursuant to sections 48 of the Bush Fires Act, the power to vary prohibited and restricted burning periods pursuant to section 17(7a) of the Bush Fires Act in joint consultation with the Chief Bush Fire Officer.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.
Bush Fire Act 1954 sections 17(7)(a), 17(8), 17(10) & 18(5)(a).
Bush Fire Regulations 1954 regulation 15C.

Adopted Date:
Reviewed / Amended Date:

C28: Fires at Refuse Disposal Site

Delegated to the Chief Executive Officer the authority to permit persons to set fire to the green waste at the refuse disposal site.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C29: Fire Breaks

Delegated to the Chief Executive Officer the authority, in liaison with the Chief Bush Fire Control Officer, to resolve fire hazard problems, including where considered necessary, to forward letters demanding the construction of fire breaks and where not complied with, the engaging of a contract for the construction of the break at the land owner's expense.

Objective: To expedite the approval process ensuring public safety.

Reference: *Local Government Act 1995* section 5.42.
Bush Fires Act 1954 sections 33 & 48.

Adopted Date:
Reviewed / Amended Date:

C30: Infringements

Delegated to the Chief Executive Officer the authority to issue infringement notices pursuant to section 9.16 of the *Local Government Act 1995.*

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 9.16.
Bush Fires Act 1954.

Adopted Date:
Reviewed / Amended Date:

C31: Signing of Purchase Orders

Delegated to the Chief Executive Officer the authority to sign purchase order forms for the purchase of goods and services within the constraints of the Budget and Purchasing Policy.

Objective: To expedite the purchasing process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C32: Common Seal

Delegated to the Chief Executive Officer the authority to affix Common Seal (witnessed by President and Chief Executive Officer) to documents to be executed by the Shire of Pingelly where such documents are consistent and in accord with resolutions of Council or subject to Council being notified of executed documents in a timely manner.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* sections 5.42, 9.49A(2) & 9.49A(4).

Adopted Date:
Reviewed / Amended Date:

C33: Legal Advice

Delegated to the Chief Executive Officer the authority to appoint legal counsel and obtain advice, assistance and opinions as the Chief Executive officer deems necessary in the exercise of the management of the Shire of Pingelly with relevant legal advice received to be made available at the next Council meeting.

Objective: To ensure correct and factual outcomes are achieved.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C34: Administration Centre

Delegated to the Chief Executive Officer the authority to permit the use of rooms and areas within the Shire of Pingelly Administration Centre to individuals or organisations having an involvement with local government and/or working towards the betterment of the Shire of Pingelly.

Objective: To assist the community and maximise the use of the building.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C35: Administration of Local Laws

Delegated to the Chief Executive Officer the authority to administer the Shire of Pingelly Local Laws and initiate action if considered necessary.

Objective: To expedite the process.

Reference: *Local Government Act 1995* sections 3.18 & 5.42.

Adopted Date:
Reviewed / Amended Date:

C36: Enter Land in Emergencies

Delegated to the Chief Executive Officer the authority to enter land in emergencies and grant authority to sign and issue notice of entry and exercise force to gain entry.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C37: Tree Safety

Delegated to the Chief Executive Officer the authority to issue an order to make a tree safe on private land and to enter that property to make a tree safe.

Objective: To expedite the approval process and ensure public safety.

Reference: *Local Government Act 1995* section 5.42

Adopted Date:
Reviewed / Amended Date:

C38: Notices

Delegated to the Chief Executive Officer the authority to issue notices under the *Health (miscellaneous provisions) Act 1911* and the *Public Health Act 2016* to owners and occupiers of land requiring certain actions to be done by the owner or occupier of that land.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 3.25.
Health Miscellaneous Provisions Act 1911 Parts IV, V, VI, VII, VIIA, VIII, IX, XV.
Public Health Act 2016.

Adopted Date:
Reviewed / Amended Date:

C39: Renewing Licences

Delegated to the Chief Executive Officer the authority to renew all licences provided the circumstances of the original licence have not substantially altered.

Objective: To expedite the approval process.

Reference: *Local Government (Miscellaneous Provisions) Act 1960.*

Adopted Date:
Reviewed / Amended Date:

C40: Administration of Health

Delegated to the Chief Executive Officer the authority to exercise and discharge the powers and functions of the Shire of Pingelly under the relevant *Health Act* relating to:

- forming of opinions and making of declarations;
- the granting and issue of licenses, permits, certificates and approval;
- the issue of notices, orders and requisitions and the carrying out and putting into effect of notices, orders and requisitions;
- the ordering and authorisation of legal proceedings for breaches of the Health Act, all regulations and local laws.

Reference:

- *Health (Miscellaneous Provisions) Act 1911.*
- *Health Act 2016.*

Adopted Date:
Reviewed / Amended Date:

C41: Development Applications

Delegated to the Chief Executive Officer the authority to issue planning consent to development applications which comply with the Shire of Pingelly's Town Planning Scheme.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C42: Subdivision Clearance

Delegated to the Chief Executive Officer the authority to endorse subdivision referral pro-formas and to certify the compliance with subdivision conditions when satisfied that suitable arrangements have been made.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.
Town Planning and Development Act 1928 part III Sections 20 and 24.

Adopted Date:
Reviewed / Amended Date:

C43: Second Hand Fencing

Delegated to the Chief Executive Officer the authority to approve the use of second-hand material for fencing.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C44: Private Swimming Pools

Delegated to the Chief Executive Officer the authority to issue notices as required on the owners or occupiers of the land on which there is a swimming pool not complying with the statutory requirements for a barrier to prevent access to the swimming pool by children.

Objective: To ensure public safety.

Reference: *Local Government (Miscellaneous Provisions) Act 1960* section 245(a).

Adopted Date:
Reviewed / Amended Date:

C45: Licences, Signs and Hoardings

Delegated to the Chief Executive Officer the authority to approve the erection and/or licensing of signs and hoardings that comply with the Local Laws of the Council. Where an application for a sign or hoarding does not comply with the Local Laws of the Council the application is to be refused.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C46: Wildflower & Native Seed Permits

Delegated to the Chief Executive Officer the authority to permit wildflower picking and native seed collection on Shire of Pingelly property and reserves vested in or under the control of the Shire of Pingelly, subject to and in accordance with conditions set by the Department of Environment and Conservation.

Note: Permissions to use flora licences on Unallocated Crown Land (UCL)
To take flora on Crown land, a person requires either a Scientific or Other Prescribed Purposes (SOPP) licence, or a Commercial Purposes (CP) licence issued by the Department of Parks and Wildlife (DPAW) under the *Wildlife Conservation Act 1950.*

If additional information is required contact the Department of Parks and Wildlife.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C47: Payment of Accounts

Delegated to the Chief Executive Officer the authority to pay accounts subject to a list of accounts paid being presented to the next Ordinary meeting and included in the minutes of that meeting. The vouchers, supporting invoices and other relevant documents be made available for inspection by elected members at the next Ordinary Council Meeting.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.
Local Government (Financial Management) Regulations 1996 regulation 12.

Adopted Date:
Reviewed / Amended Date:

C48: Credit Card / Fuel Card

Delegated to the Chief Executive Officer the authority to use the Shire of Pingelly's Credit Card and Fuel Card within the constraints of the Budget or as otherwise directed by Council in accordance with the credit card and fuel card policies.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.
Local Government (Financial Management) Regulations regulation 11(1)(a).

Adopted Date:
Reviewed / Amended Date:

C49: Investing Surplus Funds

Delegated to the Chief Executive Officer the authority to invest surplus funds, Trust funds, Loan funds and Reserve funds after ensuring that sufficient working capital is to be retained within the Shire's operating accounts.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42, 6.14.
Local Government (Financial Management) Regulations regulation 19.

Adopted Date:
Reviewed / Amended Date:

C50: Electronic Funds Transfer (EFT)

Delegated to the Chief Executive Officer the authority to EFT between bank accounts and to pay creditor accounts by EFT.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* s 5.42.
Local Government (Financial Management) Regulations regulation 11.

Adopted Date:
Reviewed / Amended Date:

C51: Employers Warrant

Delegated to the Chief Executive Officer the authority to sign an employer's warrant for representation on industrial awards and to appear on the Shire of Pingelly's behalf.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* sections 5.42-5.44.

Adopted Date:
Reviewed / Amended Date:

C52: Appointment of Authorised Persons – Enforcement and Legal Proceedings

Delegated to the Chief Executive Officer the authority to appoint:

- under section 3.24 of the *Local Government Act 1995* any person to exercise the powers given to a local government under Subdivision 2 of Division 3 of Part 3 of the Act.
- under section 3.39 of the *Local Government Act* any person to exercise the powers given to a local government under subdivision 4 of Division 3 of Part 3 of the Act.
- under section 9.10 of the *Local Government Act 1995* persons or classes of persons to be authorised for the purposes of performing particular functions under sections 9.11, 9.13, 9.16, 9.17, 9.19 and 9.20 of the Act.
- persons pursuant to section 9.29 of the *Local Government Act 1995*, to represent the Shire of Pingelly generally in proceedings in the court of petty sessions and Local Court.
- persons or classes of persons in relation to enforcement and legal proceedings under the *Local Government (Miscellaneous Proceedings) Act 1960*, *Litter Act 1979*, *Control of Vehicles (Off Road Areas) Act 1978*, *Dog Act 1976*, *Bush Fires Act 1954*, *Health (Miscellaneous Provisions) Act 1954*, *Health Act 2016* and Council Local Laws.

Objective: To expedite proceedings as required.

Reference: *Local Government Act 1995* section 9.16.
Dog Act 1976.
Bush Fires Act 1954.
Health (Miscellaneous Provisions) Act 1911.
Local Laws.
Cat Act 2011.
Health Act 2016.
Litter Act 1979.
Control of Vehicles Act 1978.

Delegation amended 20 November 2013 Ordinary Council to include the Cat Act 2011.

Adopted Date:
Reviewed / Amended Date:

C53: Execution of Documents

Delegated to the Chief Executive Officer the authority to prepare the necessary documentation taking into account any specific or policy requirements of Council and arrange for execution of the contract documents where:

- the Council has authorised entering into a formal contract, or
- a formal contract is authorised under a delegated authority from the Council, or
- a formal contract is considered necessary by the Chief Executive Officer as part of the day to day operation of the Shire of Pingelly.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42

Adopted Date:
Reviewed / Amended Date:

C54: Destruction of Records

Delegated to the Chief Executive Officer the authority to destroy old accounting books and records in accordance with statutes and *State Records Act 2000.*

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.
State Records Act 2000.
State Records Office's General Disposal Authority for Local Government Records.

Adopted Date:
Reviewed / Amended Date:

C55: Cost Recovery

Delegated to the Chief Executive Officer the authority to instigate proceedings to recover costs in Court or via debt collections third party.

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C56: Rate Book

Delegated to the Chief Executive Officer the authority to:

- discharge the obligations specified in Section 6.39(1) of the *Local Government Act 1995.*
- serve Notices of Valuation and Rates referred to in Section 6.41(1) of the *Local Government Act 1995.*
- determine the time allowed for the payment of the rate before it becomes in arrear in accordance with section 6.50(2) of the *Local Government Act 1995.*
- exercise the powers conferred in Section 6.40 of the *Local Government Act 1995.*
- exercise discretion in regard to granting of any extension of time for service of objections to the Rate Book, Section 6.76(4) of the *Local Government Act 1995.*
- recover rates by complaint or action pursuant to the provisions of Section 6.56(1) of the *Local Government Act 1995.*
- enter into an agreement in accordance with Section 6.49 of the *Local Government Act 1995.*
- require a lessee to pay rent to the Shire of Pingelly in satisfaction of rates or service charges due and payable in accordance with Section 6.60(2) of the *Local Government Act 1995.*

Objective: To expedite the approval process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C57: Assistance to Community Organisations and Events

Delegated to the Chief Executive Officer the authority to determine the level of assistance provided to community organisations and events. The assistance may be financial (within Budget allocations) or by waiving fees and may include the use of Shire buildings, plant and machinery or the use of employees. In exercising this delegation, the Chief Executive Officer shall have regard to any existing Council policies.

Objective: To enhance community activities.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C58: Debt Collection

Delegated to the Chief Executive Officer the authority to collect outstanding debts against the Shire of Pingelly, including entering into collection arrangements, within normal commercial parameters.

Objective: To fast track debt recovery.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C59: Sale of Surplus Equipment, Materials and Scrap

Delegated to the Chief Executive Officer the authority to sell, by calling for tenders or expressions of interest, holding of a surplus goods sale at the Shire of Pingelly Works Depot, or any other fair means, items of the Shire of Pingelly, being surplus equipment, materials, tools, etc which are no longer required, or are outmoded, or are no longer serviceable.

Objective: To expedite the approval process and reduce the collection of surplus items.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C60: Conferences, Seminars & Training Courses

Delegated to the Chief Executive Officer the authority to approve the attendance of Elected Members and staff at conferences, seminars and training courses where, in the opinion of the Chief Executive Officer, attendance will enhance the professional development of the Elected Members or Officer, provide benefits to the Shire of Pingelly and is relevant to the duties and responsibilities of the Elected Member or Officer. The Chief Executive Officer, in exercising the delegation, shall have regard to any Council Policy in place from time to time and to the availability of appropriate funding in the Budget.

Objective: To further develop Elected Members and Staff.

Reference: *Local Government Act 1995* section 5.42.

18/8/2010 Item 10.1 – Amended to include Councillors.

Adopted Date:
Reviewed / Amended Date:

C61: Street Appeals

Delegated to the Chief Executive Officer the authority to determine all applications for street appeals, having regard to any Council Policy relating to street appeals or any upcoming capital improvement works.

Objective: To expedite the approvals process.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C62: Travel and Accommodation Arrangements

Delegated to the Chief Executive Officer the authority to determine all travel and accommodation arrangements for Elected Members and Staff while on official Council or Shire business. In exercising this delegation, the Chief Executive Officer shall have regard to Council Policy and the availability of appropriate funding in the Budget and the possible availability of the Shire vehicles during work hours (8.00am-5.00pm).

Objective: To increase productivity.

Reference: *Local Government Act 1995* section 5.42.

Adopted Date:
Reviewed / Amended Date:

C63: Food Act Authorised Officers

Delegate the Chief Executive Officer the authority to administer the following:

- The Environmental Health Officer be appointed the Authorised Officer for the Shire of Pingelly under provisions of Sections 38 and 122(b).
- The Authorised Officer be the designated officer for the purpose of issuing infringement notices under the provisions of Section 126(2) and (3).
- The Chief Executive Officer be delegated the authority to issue prohibition notices.
- The Chief Executive Officer be appointed as the designated officer to extend and revoke infringement notices under the provisions of Section 126(6) and (7).
- The Chief Executive Officer be appointed as the designated officer to receive payment from infringement notices under provisions of Section 126(3) and (13).

Objective: To expedite the approval process.

Reference: *Food Act 2008.*

Adopted Date:
Reviewed / Amended Date:

Attachment 2

14.3 Proposed Transfer of Joint Venture Interest to Pingelly Somerset Alliance

Housing Joint Venture Agreement – Shire of Pingelly and the Housing Authority

HOUSING JOINT VENTURE AGREEMENT

Dated

1st February 2008

THE HOUSING AUTHORITY

("Housing Authority")

and

THE SHIRE OF PINGELLY

("the Organisation")

JvFrehld

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THIS JOINT VENTURE AGREEMENT dated 1 February 2008

BETWEEN **HOUSING AUTHORITY**, a body corporate constituted under the Housing Act 1980, of 99 Plain Street, East Perth in the State of Western Australia

AND **SHIRE OF PINGELLY** in the said State of Western Australia (**"the Organisation"**)

RECITALS

A. The Organisation is the registered proprietor of the Land.

B. Housing Authority is empowered pursuant to the Act to provide residential rental accommodation for Eligible Persons.

C. The Parties have agreed to form the Joint Venture to carry out the Project on the terms and conditions contained in this Agreement.

IT IS AGREED

1. INTERPRETATION

1.1 In this Agreement:

"**Act**" means the Housing Act 1980.

"**Agreement**" means this agreement including the schedules as amended from time to time.

"Common Areas " means any areas on the land that are not designated for exclusive use by a specific tenant, including parking areas, common lighting, common garden areas and communal laundry facilities.

"**Construction Cost**" means the cost of construction or modification or renovation of the Units as set out in Item 2 of the Schedule.

"**Eligible Persons**" means persons who meet the prevailing Housing Authority eligibility criteria for public rental housing.

"**Financial or Administrative Mismanagement**" means gross financial or administrative mismanagement by the Organisation of the Organisation's obligations under this Agreement as reasonably determined by Housing Authority.

"**Financial Year**" means any period of 12 months ending on 30 June during the Term.

"**Force Majeure**" means an act of God, strike, lockout, insurrection, civil commotion, lightning, fire, storm, flood, earthquake, inclement weather, explosion, breakage or accident to machinery or lines of pipe, governmental restraint, embargoes, inability to obtain or delay in obtaining equipment or transport, governmental approvals, permits, licences or allocations and other cause, whether of the kind enumerated in this definition or otherwise, which is not reasonably within the control of a Party.

"**Guidelines**" means the Program guidelines issued by Housing Authority, including all amendments and additions thereto from time to time, annexed to this Agreement and marked "A".

"**Joint Venture**" means the joint venture between the parties established pursuant to this Agreement, to carry out the Project.

"**Joint Venture Property**" means the Land, the Units and any other buildings on the Land.

"**Land**" means that portion only of the land described in Item 1 of the Schedule (together with all buildings and fixtures thereon) that is delineated on the Site Plan which forms Annexure D to this Agreement.

"**Land Costs**" means the Land Value plus any costs incurred to prepare the Land for construction or modification of the Units, including but not limited to land clearance, demolition of any existing buildings on the Land, land fill and compacting costs, surveying and lot amalgamation or sub-division costs, land servicing costs and the cost of Engineer's Certificates. These costs are listed in Item 2 of the Schedule.

"**Land Value**" means the value of the Land as provided by a Valuer and agreed between the Parties before construction or purchase begins under the Project.

"**Market Rent**" is the median rent charged by the private sector in a particular area which takes into account type of dwelling, property age, number of bedrooms and amenity level. As a guide Housing Authority produces tables of market rent levels which are regularly updated.

"**Parties**" means the parties who are for the time being parties subject to this Agreement and "**Party**" shall have a corresponding meaning.

"**Project**" means the project to provide residential rental accommodation for Eligible Persons to be managed and maintained by the Organisation.

"Property Condition Report" is an inventory report used to describe the condition of a property and to assess it prior to a tenant taking occupation and after a tenant vacates.

"**Service Fees** " are fees for additional tenancy management services which are made available by the Organisation to tenants on a user pay basis. Examples include laundry, linen change, meals and house cleaning services, or furniture or TV/video hire, where these services are contracted or provided directly by the Organisation. These fees must be optional and not included as part of the rent. The level of the fee should not exceed the cost of providing the service.

"**Target Group**" means any specific categories of Eligible Persons that the Units are to be let to by the Organisation, as identified in Item 1 of the Schedule to this Agreement.

"**Tenancy Agreement**" means any agreement, express or implied, between the Organisation as landlord and a person or persons which grants that person or persons a right to occupy any Unit, or part thereof, whether exclusively or otherwise, for the purpose of residence.

"**Tenant(s)**" means a person or persons who occupy the Units under a Tenancy Agreement, who must be Eligible Persons when they are first allocated a Unit.

"**Term**" means the term of this Agreement being 25 years commencing on the Commencement Date.

"**Total Project Cost**" means the sum of the Land Costs and the Construction Costs, and is listed in Item 2 of the Schedule.

"**Units**" means the buildings which are to be purchased, constructed or modified on the Land pursuant to this Agreement to provide residential rental accommodation.

"**Valuer** " means a person who:

(a) is licensed under the Land Valuers Licensing Act 1978;

(b) is a full member of not less than 5 years standing of the Australian Institute of Valuers and Land Economists Inc; and

(c) has been actively engaged in Western Australia for not less than 5 years in undertaking land valuations.

1.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:

a) a reference to any Party includes that Party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

b) a reference to this Agreement or to any other deed, agreement or document includes, respectively, this Agreement or that other deed, agreement or document as amended, notated, supplemented, varied or replaced from time to time;

c) references to currency are references to Australian currency ;

d) reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued thereunder;

e) where the day on which or by which any act, matter or thing is to be done under this Agreement is not a business day, that act, matter or thing will be done on the immediately following business day.

1. JOINT VENTURE

2.1 The parties hereby associate themselves in a Joint Venture for the purposes of the Project.

2.2 The Joint Venture shall commence on the Commencement Date and shall continue for the Term unless extended pursuant to clause 7.1 (b) of this Agreement where it shall then continue for the extended term.

2.3 Each party covenants and agrees with the other Party to be just and faithful in all its activities and dealings with the other Party and otherwise perform its obligations implied as well as expressed under the terms of this Agreement.

2.4 Nothing in this Agreement shall be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association or agency for any purpose.

2.5 The rights and obligations of the Parties shall be neither joint nor joint and several.

2.6 This Agreement shall be interpreted, applied and will take effect as a contract made in Western Australia and is governed and shall be performed according to the laws of Western Australia.

2.7 The Parties shall at all times observe, conform and comply with the provisions of all applicable laws, legislation, rules, regulations and by-laws of the Commonwealth of Australia, the State of Western Australia and any local authority, including where applicable, but not limited to, the Equal Opportunity Act 1984, the Housing Act 1980, the Housing Agreement (Commonwealth and State) Act 1990, the Residential Tenancies Act 1987, the Retirement Villages Act 1992 and the provisions of the Code of Practice for Retirement Villages as administered by the Department of Employment and Consumer Protection.

2.8 Subject to its provisions, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns who become Parties under the terms of this Agreement.

2.9 The Organisation declares that in entering into this Agreement it has not relied on any promise, representation, undertaking or warranty given by or on behalf of Housing Authority.

2.10 Housing Authority's participation in the Project shall be recognised in all advertising, promotional and publicity materials, and upon any signage on the Units and the Land.

3. DESCRIPTION OF THE PROJECT

3.1 The Project is for the construction of Units on the Land, as detailed in the Schedules, to be maintained and managed by the Organisation.

4. DESIGN, CONSTRUCTION, MODIFICATIONS OR PURCHASE

4.1 Housing Authority shall undertake the construction and/ or modification on the Land of the Units as detailed in the Schedules and as described on the plans and drawings to be approved by the Parties.

4.2 Pursuant to Clause 4.1, where architectural services are required then Housing Authority shall consult with the Organisation about the development of a Design Brief for the project. Once the Parties agree to the content of the Design Brief :-

a) Housing Authority, at its expense, shall tender, appoint and supervise an architect who shall prepare the plans and specifications for the Project and prepare the building contract documentation ; **OR**

b) the Organisation, at its own expense, shall tender, appoint and supervise an architect, subject to approval on fee price from Housing Authority. This architect shall prepare the plans and specifications for the Project and prepare the building contract documentation.

4.3 Prior to Housing Authority calling tenders and commencing construction or modification of the Units the Organisation shall, at its own expense (unless otherwise agreed by Housing Authority):-

a) ensure that the Land is appropriately zoned for the Project, and

b) cause the Land to be properly cleared, prepared and adequately serviced for the Project (the satisfaction of which requirements shall be confirmed in writing by an Engineer's Certificate) in accordance with the requirements described in Annexure B.

4.4 Housing Authority shall, at its own expense, obtain such approvals, consents, permits and licences (other than rezoning) as are required by law for the construction or modification of the Units, together with such renewals and extensions as are necessary from time to time.

4.5 Where Housing Authority agrees that the Organisation may, at it's expense, act as the project manager for the construction or modification of the Units, then the Organisation shall be responsible for obtaining such approvals, permits and licenses as are required by law for the construction or modification of the Units, together with such renewals and extensions as are necessary from time to time, and Clause 4.4 shall not apply. The Organisation also agrees to abide by Housing Authority's standard terms and conditions for construction contracts.

4.6 Where the project includes the purchase of existing Units Housing Authority's policies and procedures on purchasing of properties shall apply.

4.7 Pursuant to Clause 4.6 either the purchase price OR the valuation of the purchased Units as provided by a Valuer, **whichever is the lesser sum,** shall be deemed to be the Land Value and shall be included as part of the Land Costs in Item 2 of the Schedule. In the event of a disagreement over the valuation the process for determining a valuation described in Clause 7.4 shall apply.

5. FINANCING & PROJECT

5.1 Housing Authority shall contribute the sum specified in Item 2b) of the Schedule to the Total Project Cost which sum is apportioned between the Land Costs and the Construction Cost so specified in Item 2b) of the Schedule and represents the percentage of the Total Project Cost specified in Item 3b) of the Schedule.

5.2 The Organisation shall contribute the sum specified in Item 2a) of the Schedule to the Total Project Cost which sum is apportioned between the Land Costs and the Construction Cost so specified in Item 2a) of the Schedule and represents the percentage of the Total Project Cost specified in Item 3a) of the Schedule.

5.3 Any additional costs beyond those specified in Clauses 5.1 to 5.2 shall be negotiated between the parties.

5.4 The percentage equitable Interests of the Parties in the Joint Venture shall be those stated in Items 3a) and 3b) of the Schedule.

5.5 In the event of any improvements or additions to the Joint Venture Property subsequently agreed to by the Parties Item 2a) or 2b) of the Schedule shall be amended according to which Party meets these costs, and the respective equitable Interests of the Parties stated in Item 3 of the Schedule shall be amended.

5.6 Housing Authority shall be entitled to lodge an absolute caveat at the Office of Titles against the Certificate of Title to the Land in order to protect the rights and interests of Housing Authority under this Agreement and to protect its equitable Interest in the Joint Venture.

6. TRANSFER, ASSIGNMENT OR SALE OF INTERESTS

6.1 The Organisation shall not assign, sell, transfer, lease, let, mortgage, charge, unencumber or otherwise surrender or dispose of it's estate or Interest in the Land, any other Joint Venture Property or this Agreement (other than the letting of Units to Eligible Tenants) during the term **EXCEPT** to Housing Authority or another association or body approved by Housing Authority which is assessed as eligible under the Guidelines to participate in the Project, unless otherwise approved in writing by Housing Authority.

6.2 The Organisation shall not mortgage, charge, encumber or create any security over its estate or interest in the Land or any other Joint Venture Property without the prior written consent of Housing Authority, which consent shall not be unreasonably withheld where the other party or parties to the proposed mortgage, charge, encumbrance or security enter into a Deed of Covenant with Housing Authority whereby that party or those parties agree not to exercise any power of sale over the Land or any other Joint Venture Property under the proposed mortgage, charge, encumbrance or security without the prior written consent of Housing Authority.

7. EXPIRATION OF THE TERM

7.1 At least six months before the expiration of the Term, but not earlier than 18 months before the expiration of the Term, the Parties shall agree to one of the following courses of action:

a) to enter into a new joint venture agreement between the Parties on new terms and conditions with a view to continuing the Project;

b) to extend the Term of the existing Agreement for a further period as agreed between the Parties;

c) to assign or transfer the Organisation's Interest in the Joint Venture Property to another organisation or party which agrees to be bound by all the terms and conditions of this agreement for a new term or is willing to negotiate a new Joint Venture agreement with Housing Authority;

d) the Organisation to buy out Housing Authority's equitable Interest in the Joint Venture at its Current Market Value or Housing Authority's Total Project Contribution whichever is greater;

e) Housing Authority to purchase the Organisation's equitable Interests in the Joint Venture Property at its Current Market Value, and thereby transfer proprietorship of the Land to Housing Authority ;

f) to sell the Joint Venture Property at its Current Market Value and divide the proceeds of the sale between the Parties based on each Party's percentage equitable Interest in the Joint Venture as identified in Item 3 of the Schedule.

7.2 In the event that the Parties agree to renew or extend the Agreement pursuant to clauses 7.1a) & 7.1b), or agree to transfer the Organisation's Interest pursuant to clause 7.1c), then the equitable Interests in the Joint Venture of each Party shall remain at their relevant equities in accordance with point 3 of Schedule A.

7.3 In the event that the Parties agree to pursue the options identified in Clauses 7.1d), 7.1e) or 7.1f), then the percentage equitable Interests in the Joint Venture of each of the Parties shall be as stated in Item 3 of the Schedule.

7.4 The Current Market Value of the Land and the other Joint Venture Property shall be determined by a Valuer approved by Housing Authority. In the event of a disagreement between the Parties about the valuation, the Current Market Value of the Land and the other Joint Venture Property shall be determined by taking the average of 2 valuations thereof by 2 Valuers, one nominated by Housing Authority and the other nominated by the Organisation, and this determination shall be final and binding upon the Parties.

8. RENTAL INCOME, SERVICE FEES AND OPERATIONAL SURPLUSES

8.1 The Organisation shall be responsible for collecting in a timely manner all rents and other fees or expenses and collect any outstanding rental arrears or debts from Tenants or former Tenants.

8.2 All Rent shall be the property of and be retained by the Organisation, subject to Clause 8.7 and 8.8.

8.3 The amount of rent charged by the Organisation shall be set at but not exceed 25% of the tenants weekly income (excluding all available subsidies) OR market rent, whichever is the lesser of these amounts. In addition, the Organisation is able to charge a sum equivalent to the tenants weekly entitlement for Commonwealth Rent Assistance.

8.4 The rental income may be used by the Organisation to meet the expenses incurred in the operation, management and maintenance of the Units, including provision for long term maintenance (see Clause 10.4).

8.5 Pursuant to Clause 8.3 the Organisation shall undertake periodic rent reviews to ensure that appropriate rent levels are being maintained.

8.6 The Organisation shall be entitled to charge additional service fees to Tenants. The amount and purpose of the service fees shall be subject to prior written approval of Housing Authority and should not exceed the cost to the Organisation of the provision of these additional services. Any increase in service fee charges shall be subject to prior written approval of Housing Authority. All service fee revenues and costs must be identified in the annual Financial Statements of the Organisation.

8.7 Any surplus income accumulated by the Organisation from the management and operation of the Units may be used, subject to the approval of Housing Authority, as cash contributions towards further low income rental housing projects, improvements or upgrades to existing Joint Venture Units or other purposes agreed in writing by Housing Authority.

8.8 Where no agreed purpose can be found for the use of surplus income as referred to in Clause 8.7 or the Guidelines, then such surplus is to be divided proportionately between Housing Authority and the Organisation based on each Parties percentage equitable Interest in the Joint Venture as identified in Item 3 of the Schedule.

9. TENANCY MANAGEMENT

9.1 The Organisation shall maintain a Wait List of Eligible Persons who are seeking rental accommodation and shall let the Units to persons who are part of the Target Groups and who are also Eligible Persons, subject to Clause 9.6. Upon allocation of a Unit to an Eligible Person the Organisation shall forward to Housing Authority the name and date of birth of the new tenant so that it can remove the person from Housing Authority's Wait Lists.

9.2 Housing Authority's written approval is required for any proposed changes to the Organisation's Target Groups at any time during the Term.

9.3 Where the Target Groups include people with special needs who require essential support services in order to sustain their tenancy, it is the responsibility of the Organisation to ensure that appropriate support services are available.

9.4 The Organisation shall provide Tenants with a Tenancy Agreement that complies with the minimum requirements set out in the Residential Tenancies Act. The Term of any Tenancy Agreement may not extend beyond the Term of this Agreement.

9.5 The Organisation shall establish a Tenant Allocations Panel in order to select the initial tenants for the Units and to fill vacancies as they arise. Housing Authority Regional Managers shall have the right to have one representative on the Tenant Allocations Panel. Housing Authority may refer Eligible Persons to the Organisation to be placed on the Wait List of the Organisation.

9.6 Once an Eligible Person has been allocated a Unit, the Organisation will guarantee that person security of tenure (subject to the tenant's continued compliance with their Tenancy Agreement). This is also subject to the tenant remaining an Eligible Person throughout the life of their tenancy, if not, they may be required to vacate.

9.7 The Organisation shall ensure at all times that the Units are kept tenanted and occupied to the fullest extent possible by Eligible Persons.

9.8 The Organisation shall establish a procedure whereby Tenants' grievances in respect of any matter arising out of their tenancy in the Units can be heard and arbitrated, other than any provisions available to tenants under the Residential Tenancies Act. Written details of this grievances procedure must be provided to all Tenants.

9.9 The Organisation shall take all reasonable steps to ensure that Tenants and any other persons that come into the Units or onto the Land with the Organisation's or a Tenant's consent do not interfere with the reasonable peace, comfort or privacy of other Tenants or surrounding neighbours.

10. ASSET MANAGEMENT

10.1 The Organisation shall be responsible for all repairs and maintenance necessary to ensure that the Units are maintained in a good state of repair and condition, and that the Units comply with any health, safety or building regulations or by-laws, or any other applicable statutory regulations or by-laws, except where such repairs are assessed by the Builder's Registration Board to be the responsibility of the contracted builder.

10.2 The Organisation shall be responsible for the repair or replacement of all essential fixtures and fittings to the Units and the maintenance of fences and gates on the Land.

10.3 The Organisation shall ensure that the Units are kept free from pests and vermin (including rats, mice, cockroaches, white ants, termites and Singapore ants) and that termite inspections are carried out at least once every year by a registered pest control agency.

10.4 The Organisation shall ensure that an amount per year, to be agreed between the parties, is set aside from the annual rental income for the long term maintenance needs of the Joint Venture Property. This amount shall be identified in the Schedule and shall reviewed every 5 years by Housing Authority and the Organisation, or sooner if requested by either Party.

10.5 The Organisation shall ensure that the gardens, landscaping and the grounds of the Units and any common areas are maintained to a good standard and are kept neat and tidy.

10.6 Any upgrading of the Units and all other improvements on the Land are the responsibility of the Organisation.

10.7 Throughout the Term of this Agreement the Organisation as Manager of the Joint Venture Property shall ensure that adequate workers' compensation and common law liability insurance is effected by all contractors engaged on any work in relation to the Joint Venture Property and that such insurance includes a waiver of subrogation against the Parties.

10.8 The Organisation shall undertake a minimum of one comprehensive inspection per year of each Unit and shall fill out a Property Condition Report upon the occasion of each inspection.

10.9 The Organisation shall ensure that the Units are brought up to a good lettable standard when a Tenant vacates and that an inspection and Property Condition Report is undertaken at that time. The Organisation shall ensure that the new ingoing Tenant is provided with a copy of the Property Condition Report.

10.10 The Organisation is responsible for all rates, taxes, charges and other expenses levied or incurred in respect of the Land and the Joint Venture Property.

11. INSURANCE AND INDEMNITIES

11.1 The Organisation must effect and maintain, with insurance companies approved by Housing Authority, the following insurance coverage :-

a) Building insurance with respect to the Units and all other improvements on the Land, to their full insurable value, against loss or damage by fire, storm, tempest, earthquake and any other applicable risk as Housing Authority may reasonably require.

b) Public liability insurance with respect to the Units, all other improvements on the Land and the Land, in an amount not less than $10,000,000 in respect of any one claim or any other reasonable amount as required by Housing Authority from time to time. The Interests of Housing Authority in the Joint Venture must be noted in such insurance policy.

c) Employers indemnity insurance (including workers compensation insurance) in respect of all employees of the Organisation employed in any capacity in relation to the Joint Venture.

11.2 The Organisation shall provide a copy to Housing Authority of all policies of insurance pursuant to clause 11.1, and shall also provide to Housing Authority on an annual basis or at any other time requested by Housing Authority copies of current renewal certificates of such insurance policies.

11.3 The Organisation shall not do or permit to be done any act, matter or thing upon the Land or the Units, or bring or keep anything on the Land or in the Units, where any policy of insurance taken out with respect to the Land or the Units may be rendered void or voidable.

11.4 If the Organisation does or permits to be done any act, matter or thing which has the effect of voiding any policy of insurance taken out by the Organisation or by Housing Authority then (in addition to all other rights of Housing Authority) the Organisation shall be responsible for and shall pay and discharge on demand any damage or loss which Housing Authority may suffer or incur as a result of the Organisation's act or omission.

11.5 If Housing Authority does or permits to be done any act, matter or thing which has the effect of voiding any policy of insurance taken out by the Organisation or by Housing Authority then (in addition to all other rights of the Organisation) Housing Authority shall be responsible for and shall pay and discharge on demand any damage or loss which the Organisation may suffer or incur as a result of Housing Authority's act or omission.

11.6 The Organisation shall indemnify and keep indemnified Housing Authority against all actions, claims, judgments, damages, costs, charges, expenses and losses of any nature which Housing Authority may suffer or incur in connection with loss of life, injury to any person or damage to any property arising out of the use of the Joint Venture Property or any part of the Joint Venture Property pursuant to the terms of this Agreement or occasioned either wholly or in part by any act or omission on the part of the Organisation or its tenants, employees, servants, agents, contractors or lawful visitors, except to the extent caused or contributed to by an act or omission by Housing Authority or its employees, servants, agents, contractors or lawful visitors.

12. REPORTING AND ACCOUNTABILITY

12.1 The Organisation shall at all times keep and maintain proper and accurate accounting records with respect to the Joint Venture Property throughout the Term showing (without limitation) the sources from which, and purposes for which, moneys relating to the Project have been received, and the manner in which those moneys have been disbursed.

12.2 The Organisation shall maintain and keep during the Term a Tenancy Register for the Units. The Register shall record for each paying Tenant for each Unit their date of occupancy, their weekly income, the weekly rent and service fees charged to the Tenant by the Organisation, the Target Group category (where applicable) and the vacate date if the Tenancy finishes.

12.3 The Organisation shall maintain and keep a Property Register for the Units. The Property Register shall include for each Unit a record of all maintenance work undertaken, the dates of all property inspections, copies of Property Condition Report and any other information relevant to the care and maintenance of the Units.

12.4 The Organisation shall keep all records, accounts, receipts, documents, registers and reports pursuant to Clause 12.1, 12.2 and 12.3 open for inspection or audit at all reasonable times by responsible officers of Housing Authority, the Treasury or the Auditor General.

12.5 The Organisation shall provide Housing Authority with an annual audited financial statement detailing :-

a) all income and expenditures in relation to the Joint Venture Property;
b) profit and loss statements for the Organisation; and
c) balance sheet for the Organisation

within 90 days of the end of each Financial Year. In relation to the Income and Expenditure statements for the Joint Venture Property, itemised expenditures should include maintenance, long term maintenance provision, administration and management costs, staff costs, property costs (eg. rates), insurances and other applicable costs. The statements must identify annual and accumulated surpluses or deficits.

12.6 Pursuant to Clause 12.5, where the Organisation operates and manages other Joint Venture Units which have been assisted with funds from Housing Authority, the Organisation may provide composite audited financial income and expenditure statements for all of these Units so long as these statements comply with the requirements of this Agreement.

12.7 The Organisation shall provide Housing Authority with a signed statement within 90 days of the end of each Financial Year from persons with authority to sign legal agreements on behalf of the Organisation **certifying that the Organisation has managed the Units under the terms and conditions of this Agreement**. The statement must also detail the occupancy rate for the Units throughout the preceding Financial Year and should identify any terms or conditions of the Agreement that the Organisation has not been able to comply with throughout the preceding Financial Year.

12.8 The Organisation shall upon written request from Housing Authority provide such further information to Housing Authority with respect to the Project as Housing Authority may reasonably require from time to time.

12.9 The Organisation shall notify Housing Authority if it is experiencing at any time any difficulties in meeting any of its obligations and responsibilities under this Agreement.

12.10 Housing Authority will, from time to time throughout the Term, review the Organisation with respect to its management and maintenance of the Joint Venture Units. The review will include an inspection of the Tenancy and Property Registers kept by the Organisation, a review of the financial management of the Units and negotiation over use of accumulated surplus funds.

12.11 Housing Authority retains the right to inspect any of the Joint Venture Units subject to sufficient notice by Housing Authority to allow the Organisation to provide adequate notification to the Tenant as required under the Residential Tenancies Act. In the event that the Unit is unoccupied, the Organisation may require Housing Authority to provide 7 days written notice of inspection.

13. BREACH AND TERMINATION

13.1 **IF the Organisation :-**

a) seriously or persistently, in the opinion of Housing Authority, breaches any term of this Agreement;

b) is guilty of Financial or Administrative Mismanagement of the project

c) uses the Joint Venture Property for a purpose other than the purpose approved under this Agreement or otherwise approved in writing by Housing Authority; or

d) abandons the Joint Venture Property or persistently under occupies the Units without good reason or the written approval of Housing Authority; or

e) is, in the opinion of Housing Authority, unable to continue to meet its obligations under the terms of this Agreement for any reason other than those reasons set out in Clause 14;

AND the Organisation does not within 28 days after service by Housing Authority of a written notice specifying the breach or events described in this clause either remedy the breach in a manner acceptable to Housing Authority or refer any dispute concerning the breach to arbitration pursuant to clause 15.1 and 15.2

THEN the Organisation must immediately, if requested by Housing Authority in writing (and at the Organisation's own cost), transfer the title of the Land to Housing Authority.

13.2 **IF** :

a) a judgment is obtained against the Organisation in any court of law (and no stay of proceedings relative to that judgment in the court is granted) and the judgment remains unsatisfied or execution is levied or issued against any of the assets or property of the Organisation;

b) an order is made against the Organisation by a court of law;

c) a resolution is passed for the dissolution of the Organisation;

d) a receiver of any part of the revenue, property, assets, or undertaking of the Organisation is appointed;

e) the Organisation enters into a compromise or arrangement with creditors without the prior written consent of Housing Authority ;

f) the Organisation stops payment of any of its debts or ceases or threatens to cease to manage the Project ; or

g) the Organisation without the prior written consent of Housing Authority makes or attempts to make any alteration to the provisions of its memorandum or articles of association or its constitution which in the opinion of Housing Authority might detrimentally affect the Project or the interests of Housing Authority under this Agreement ;

THEN immediately after any of the foregoing events occurs, the Organisation shall meet with Housing Authority and enter into discussions with Housing Authority about the future ongoing management of the Joint Venture Units. If the Organisation fails to notify Housing Authority or fails to enter into discussions with Housing Authority, or, if in the opinion of Housing Authority the Organisation is no longer able to carry out it's obligations under this Agreement in a satisfactory manner, then the Organisation must immediately if requested by Housing Authority in writing (and at the Organisation's own cost), transfer the title of the Land to Housing Authority.

13.3 Pursuant to Clause 13.1 and 13.2, if Housing Authority requires the Land to be transferred, the Organisation must immediately deliver up exclusive possession to Housing Authority of the Joint Venture Property together with all records, accounts, documents, and registers related to the management and administration of the Joint Venture Property. Any accumulated long term maintenance funds must be transferred to Housing Authority, and any accumulated operational surpluses shall be divided between the Parties in accordance with Clause 8.8.

13.4 Upon transfer of the Land to Housing Authority and delivery of exclusive possession of the Joint Venture Property to Housing Authority by the Organisation pursuant to Clause 13.3, Housing Authority shall arrange a market valuation of the Joint Venture Property and upon agreement with the Organisation about the valuation Housing Authority shall pay to the Organisation the value of it's equitable interest in the Joint Venture Property at it's Current Market Value based on the Organisation's percentage equitable interest in the Joint Venture as identified in Item 3 of the Schedule. Disagreement over valuations will be dealt with as per Clause 7.4.

13.5 Housing Authority shall be entitled to deduct from any moneys payable to the Organisation under Clause 13.4 the amount of any moneys due and payable to Housing Authority by the Organisation consequent upon any breach or default by the Organisation or the termination of this Agreement.

13.6 In cases where the Organisation fails to comply with a notice to remedy a breach within 28 days, and where the nature of the breach is deemed by Housing Authority not to be covered by Clause 13.1 or 13.2, Housing Authority may refer the matter to arbitration for settlement pursuant to Clause 15.1 and 15.2.

13.7 If Housing Authority breaches any condition of this Agreement and fails to remedy the breach within 28 days after service by the Organisation of a notice specifying the breach, the Organisation may refer the matter to arbitration pursuant to Clause 15.1 and 15.2.

13.8 Any action taken by either Party in accordance with Clause 13 shall not affect any claim by either Party for damages in respect of a breach of a condition of this Agreement.

13.9 The Organisation hereby grants, in consideration of this Agreement, to Housing Authority, Power of Attorney to do all things necessary, desirable or convenient to ensure that the requirements of this Clause 13 are fully complied with including but not limited to executing and lodging at the Office of Titles a transfer of the Land from the Organisation to Housing Authority, and the Organisation agrees to ratify and confirm all that Housing Authority as attorney shall do or cause to be done under or by virtue of this clause and the Organisation shall indemnify Housing Authority in respect of any act, matter or thing done pursuant to this Power of Attorney.

14. FORCE MAJEURE

14.1 If a Party becomes unable wholly or in part by reason of Force Majeure to carry out any of its duties or obligations under or by virtue of this Agreement:

a) that Party shall give prompt written notice to the other Party of the Force Majeure with reasonably full particulars thereof and of the probable (as far as is known at the time) extent to which that Party will not be able to perform or be delayed in performing such duties or obligations;

b) such duties or obligations so far as they are affected by the Force Majeure shall be suspended during, but no longer than, the continuance of the Force Majeure;

c) that Party shall use all possible diligence to overcome or remove the impact or effects of the Force Majeure as soon as possible.

14.2 The requirement that any Force Majeure shall be overcome or remedied with all possible diligence shall not oblige a Party to settle any strike or other labour dispute on terms it does not approve of or to contest the validity of any law, regulation or decree by way of legal proceedings.

15. ARBITRATION

15.1 Any dispute, difference or disagreement between the Parties arising under or in respect of this Agreement or any term of it other than a breach or default by the Organisation to which Clause 13.2 applies and except with respect to a determination of value pursuant to Clause 7.4 shall be referred to a single arbitrator acceptable to the Parties or, in the absence of agreement between the Parties, to an arbitrator selected by the President of the Law Society of Western Australia.

15.2 The arbitrator appointed pursuant to Clause 15.1 shall determine the dispute between the Parties in accordance with the Commercial Arbitration Act 1985.

16. NOTICES

16.1 A notice required by one Party to the other under this Agreement shall be in writing and shall be served on the Organisation or Housing Authority personally, or sent by prepaid post to address or the last known business address of the Party.

16.2 A notice given to a Party in accordance with Clause 16.1 shall be treated as having been given and received if delivered to a Party's address, on the day of delivery if a business day, otherwise on the next following business day; or if sent by prepaid mail, on the third business day after posting.

SCHEDULE - PROJECT A

1. DESCRIPTION OF THE PROJECT

Lots 602 and 603 on Certificate of Title Volume 2635 and Folio 590 and 591

Units

Type of Unit (eg 3 bedroom unit)	No.	Construct/Purchase or Modification?	Target group to be housed
2 bedroom unit (two on each Lot)	4	Construction	Singles and childless couples

2. FINANCIAL CONTRIBUTIONS TO THE JOINT VENTURE

a) Organisation's contributions to:

Land Costs

- Land Value contribution	$100,000.00
- Land Clearance	$
- Sewer extension	$ 22,522.50
- Sewer extension maintenance	$ 1,842.50
- Water Corporation - connection	$ 2,133.90
- Sand	$ 2,760.00

	$129,258.90

Construction Costs

- Architectural Fees	$
- Project Management	$
- Construction of Units (cash contribution)	$ 80,000.00
- Renovations / modifications	$
- Additional Amenities	$
- Landscaping	$
- Other	$

	$ 80,000.00

Organisation's Total Project Contribution = $209,258.90

b) Housing Authority's contributions to:

Land Costs

- Land Value contribution	$
- Land Clearance	$
- Site Preparation	$
- Land Servicing - Headworks	$ 21,679.80
- Other (eg. surveying, subdivision)	$

	$ 21,679.80

Construction Costs

- Architectural/Consultants fees	$ 33,846.00
- Project Management (construction)	$ 31,810.80
- Construction of Units	$908,880.00
- less Cash Contribution	**$ 80,000.00**
- Variation to contract	$ 1,875.00
- Landscaping	$ 17,253.00
- Other	$

	$913,664.80

Housing Authority's Total Project Contribution = $935,344.60

c) Total Project Cost = $1,144,603.50

3. THE PARTIES PERCENTAGE EQUITABLE INTERESTS IN THE JOINT VENTURE

a) The Organisation 18.28%
b) Housing Authority 81.72%

4. ADDRESSES OF ALL UNITS COVERED BY THIS SCHEDULE (PROJECT A)

36A, 36B, 38A, 38B Sharow Street, Pingelly

5. LONG TERM MAINTENANCE PROVISION

An amount, equivalent to 1% of the current replacement cost of the properties shall be set aside from the annual rental income, per annum, for the long term maintenance needs of the Joint Venture Property/ies.

6. Commencement Date:

14 September, 2010

Attachment 3

14.4 Pingelly Railway Station

1. Correspondence from Friends of Pingelly Railway dated 23 April 2018
2. New Lease Agreement with Site Plan

FRIENDS OF PINGELLY RAILWAY STATION INC.
ABN 54 910 304 047

P O Box 544
Pingelly WA 6308

friendsofpingellyrailway@gmail.com
admin: 08 9887 0180

SHIRE OF PINGELLY	
FILE	A1018
DATE	30 APR 2018
Officer	CEO
Copy to	IBA18114

23 April 2018
CEO- Mr Gavin Pollock
Shire of Pingelly
17 Queen St
Pingelly
WA 6308

Dear Gavin

Re: - Pingelly Railway Station MOU/Lease Agreement

We refer to our letter of 21 November 2017 and your reply letter of the 15 December 2017 regarding the above. The restoration has been slower than we hoped however we do anticipate that we will still complete the project earlier than the March 2018 deadline. Could you please provide us with a new MOU/Lease Agreement draft at your earliest convenience.

Yours sincerely

John Timms

Chairman/Project Manager

Lease Arrangements

Between

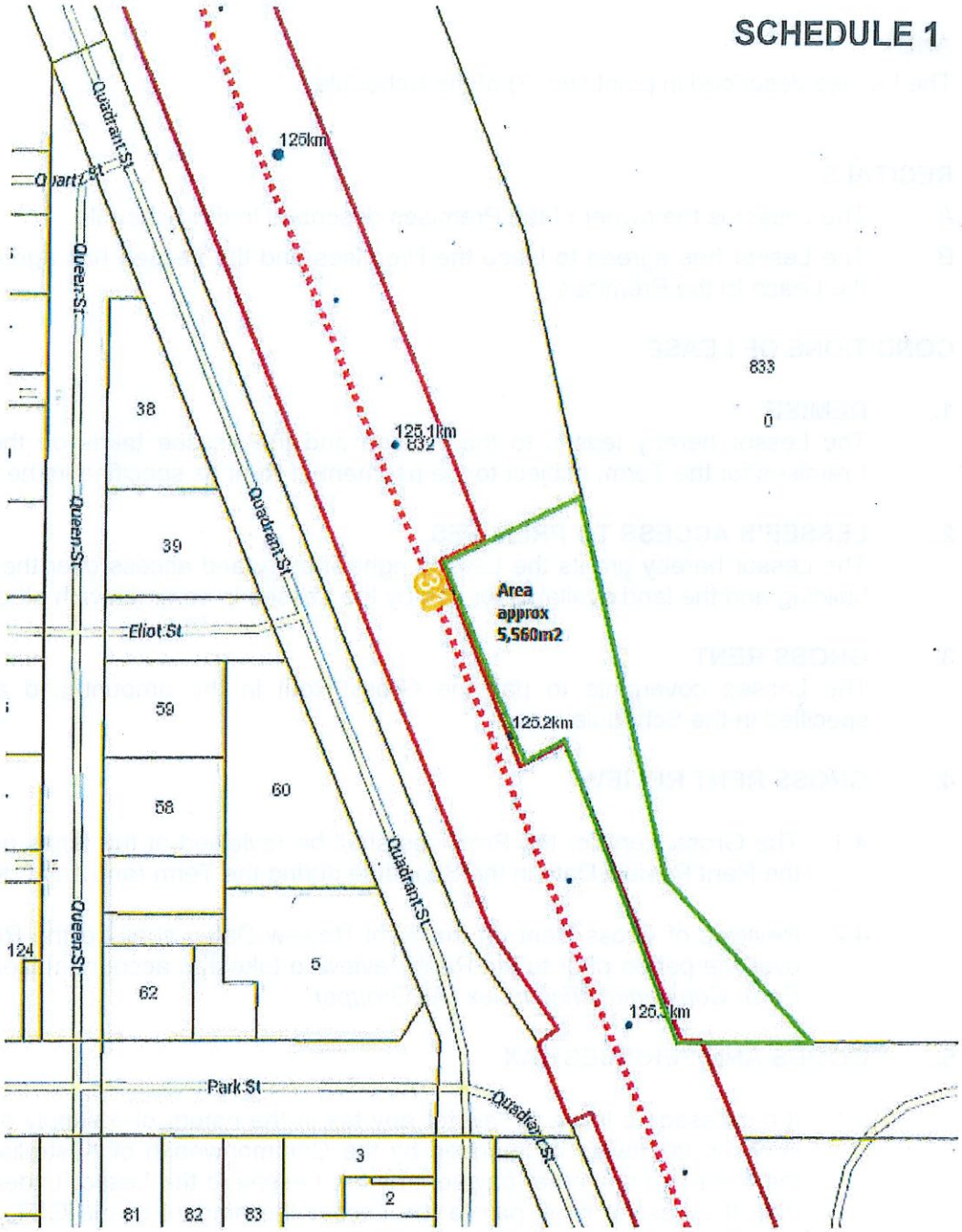
The Shire of Pingelly ("the Lessor")

and

The Friends of Pingelly Railway Station Inc

('the Lessee")
of
Lot 832 Portion of Reserve 10207 Pingelly

CONTENTS



Lease of land within Part Lot 832 in Reserve 10207
Lease area abuts Rail Corridor

Public Transport Authority	
PINGELLY **Lease of land to the Shire of Pingelly**	Scale NTS Date: 21/12/2015 Drawn: LW
Corporate - Leasing	Plan No. 5464-2

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10

THIS LEASE IS EXECUTED ON THIS FIRST DAY OF JANUARY 2019

BETWEEN

The Lessor described in point one (1) of the Schedule.

AND

The Lessee described in point two (2) of the Schedule.

RECITALS

A. The Lessor is the owner of the Premises described in the Schedule.

B. The Lessor has agreed to lease the Premises and the Lessee has agreed to accept the Lease to the Premises.

CONDITIONS OF LEASE

1. DEMISE

The Lessor hereby leases to the Lessee and the Lessee takes on the lease, the Premises for the Term, subject to the payment of Rent as specified in the Schedule.

2. LESSEE'S ACCESS TO PREMISES

The Lessor hereby grants the Lessee right of entry and access over the parts of the building and the land available for use by the Lessee in common with others.

3. GROSS RENT

The Lessee covenants to pay the Gross Rent in the amount and at the times specified in the Schedule.

4. GROSS RENT REVIEW

4.1 The Gross Rent for the Premises shall be reviewed at the times prescribed as the Rent Review Date in the Schedule during the Term (and any further term).

4.2 Reviews of Gross Rent on the Rent Review Dates shall be the Rent adjusted over the period prior to the Rent Review to take into account movements in the *Perth Consumer Price Index (All Groups)*.

5. GOODS AND SERVICES TAX

5.1 If the Lessor is liable by law for any tax in the nature of a supply or goods and services tax levied or imposed by the Commonwealth of Australia ("GST") on the Rent and any other payment by the Lessee to the Lessor under this Lease, then the Lessee must pay to the Lessor the amount of the GST at the same time and in the same manner as the Rent.

5.2 As a pre-condition of any payment GST by the Lessee for rent, the Lessor must issue to the Lessee a tax invoice before the Lessee is due to pay the Rent and for any other payment by the Lessee to the Lessor under this Lease must issue to the Lessee a tax invoice within seven (7) days of the payment being made.

6. STRUCTURE

The Lessor will at all times maintain the integrity of the Premises.

7. STRUCTURAL ALTERATIONS

The Lessee will make no structural alterations to the Premises without written consent of the Lessor which shall not be unreasonably withheld.

8. SIGNS

The Lessee will not affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor.

9. VANDALISM

The Lessee will immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is or is likely to involve a breach of the peace or become the subject or a report to the Police.

10. MAINTENANCE OF PREMISES

The Lessee shall at all times maintain the Premises in the same condition as existing on the Commencement Date except in respect of fair wear and tear or damage caused by acts or negligence of the Lessor or by events for which the Lessor has undertaken insurance and the Lessee will make good any damage done by the Lessee.

11. MAINTENANCE OF PLANT, MACHINERY & EQUIPMENT

The Lessee will maintain the plant, machinery and equipment including all internal and external structural and non-structural items of the premises in good order and repair.

12. EXTERIOR

The Lessee Lessor shall keep the exterior of the premises clear and the grounds maintained. The Lessee shall be responsible for cleaning of the exterior toilet.

13. USE

The Lessee shall not use nor permit to be used the Premises for any purpose other than the use specified in the schedule.

14. NUISANCE

The Lessee shall cause no nuisance to the Lessor in its use of the Premises.

15. LESSOR'S ACCESS TO PREMISES

The Lessee shall permit the Lessor to have access to the Premises at all reasonable times, with reasonable notice being given:

- the need to carry out or inspect necessary items of the premises – after giving you at least 72 hours' written notice;
- routine inspections are to be conducted (not more than four (4) times per year) and you have been given seven (7) to fourteen (14) days' written notice.

16. QUIET ENJOYMENT

The Lessee shall peaceable and quietly hold and enjoy the leased premises during the term of the lease and extensions or renewals.

17. ASSIGNMENT OR SUBLETTING

The Lessee shall not assign, underlet or part with the possession of the Premises unless with the prior written approval of the Lessor, which approval not to be reasonable withheld.

18. YIELDING UP

The Lessee, upon expiration of the Term, shall leave the Premises in a clean and tidy state. The Lessee shall have the right to remove fixtures and fittings installed or purchased by the Lessee that are not seen as part of the restored building, and will make good any damage.

19. DEFAULT BY LESSEE

If:

19.1 The Rent is unpaid for sixty (60) days after becoming due after written demand, or

19.2 The Lessee breaches any of the covenants or the terms of the Lease and the breach continues for sixty (60) days after written notice without the Lessee having satisfied the breach,

then the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and thereby the Term and interest of the Lessee in the Premises will immediately terminate, without affecting any right of the Lessor under this Lease and without releasing the Lessee from liability in respect of the Lessee's covenants and upon re-entry the Lessor will have the right to remove any property of the Lessee left in or about the Premises and the Lessee shall indemnify the Lessor and non-payment will be recovered by the Lessor as Rent in arrears.

20. INTEREST

Whenever pursuant to this Lease the Lessee is required to make payment to the Lessor and payments shall not have been made within sixty (60) days after it has become due (whether formally demanded or not) then and until the full amount shall have been paid, interest shall accrue on such unpaid moneys at the prevailing standard Lending Rate set by Bendigo Bank.

21. PREMISES DESTROYED

If at any time during this Lease the Premises be destroyed or damaged so as to become unfit for habitation and use (provided the monies payable under any policy of insurance effected by the Lessor shall not have been rendered through any act of default of the Lessee) the Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties cannot mutually agree by reference to a Licensed Valuer appointed by the Australian Institute of Valuers and Land Economists Inc, (WA Division) shall be suspended and cease to be payable until the said Premises shall again have been rendered fit for habitation and use.

22. INDEMNITY AND INSURANCE

22.1 INDEMNITY

The Lessee will indemnify the Lessor from and against all claims, demands, actions, suits and proceedings where the liability thereof arises in whole or in part as a result of any act or omission of the Lessee or any of its officers, servants, employees or agents which act or omission is negligent or unlawful or otherwise not in accordance with the provisions of this Agreement.

22.2 PUBLIC LIABILITY INSURANCE

The Lessee will effect and maintain, throughout the term of lease, a Public Liability Insurance Policy, including extensions for Tenant's Liability and Liability Under Lease, in the name of the Lessee with the interests of the Lessor noted. Such Policy will provide for an amount of not less than $10 million and against such risks including the liability of the Lessee to the Lessor under Clause 19.1 as the Lessor reasonably requires from time to time of any one occurrence. The Lessee will whenever required to do so provide the Lessor with a copy of the Insurance Policy document and such other evidence as the Lessor may reasonably require to show that the Policy is in full force and effect.

22.3 PROPERTY INSURANCE

The Lessor will effect and maintain throughout the term of lease, Property Insurance for loss of or damage to the premises specified in Clause 3 of the Schedule.

23. HOLDING OVER

In the event that the Lessee continues to occupy the Premises after the lease expires without having exercised any option of renewal, the Lessee shall become a quarterly tenant at the current rental and on the same terms and conditions. The tenancy shall be determinable on one month's notice by either party at any time, being one month before the expiry of the quarterly period.

24. LEGAL COSTS AND STAMP DUTY

The Lessee shall pay stamp duty on this lease (if any) and each party shall be responsible for its own legal costs involving negotiations for and the preparation and execution of this lease.

25. OPTION

If the Lessee wishes to renew the Term and gives to the Lessor not later than three (3) month prior to expiry of the Term notice in writing and there is no outstanding breach by the Lessee of the terms of this Lease then the Lessor will seek Council approval to grant the Lessee a new lease of the Premises for the further period specified in the Schedule in the same terms and conditions of this Lease (subject to review of rent in accordance with this Lease) other than this right of renewal.

26. NOTICES

Notice shall be deemed to be served in accordance with Section 135 of the *Property Law Act 1969 WA* (as amended). The forwarding address for service of Notices must be the Lessee's address as set out in the Schedule.

SCHEDULE

1. LESSOR:
Shire of Pingelly, 17 Queen Street, Pingelly 6308, Western Australia.

2. LESSEE:
Friends of Pingelly Railway, PO Box 544, Pingelly, 6308 Western Australia.

3. PREMISES:
The lease arrangement is for the area of *Lot 832A1* being the portion of reserve 10207 (Lot 832) identified as the site of the Pingelly Railway Station as specified in Schedule 1 Plan No 5464-2.

4. USE:
Community.

5. TERM:
Three (3) Years.

6. COMMENCEMENT DATE:
1 January 2019.

7. DATE OF EXPIRY:
1 January 2022.

The Lease may be terminated by either the Lessee or the Lessor by providing the other party with written notice of termination no less than three (3) months prior to the termination date.

8. TERM OF RENEWAL:
The additional option of a three (3) year lease extension up to 2025 can be actioned under delegation of the Chief Executive Officer on the receipt of a letter of request from the Lessee.

9. GROSS RENT:
The Gross Rent payable by the Lessee for the Premises from the Commencement Date until (expiry) of the Lease shall be calculated at the rate of $1.00 per annum on demand, including GST.

10. OUTGOINGS:
Outside of the Gross Rent, the Lessee is responsible for payment of any utility charges and communication services. The Lessor is responsible for the payment of any land rates, rubbish charges and building insurance.

11. RENT REVIEW DATES:
As set out in point 8.

12. BASIS OF RENT REVIEW:
As set out in point 8.

13. FURNISHINGS:
Nil

14. SIGNATORIES

The COMMON SEAL of the
SHIRE OF PINGELLY
was hereunto affixed
in the presence of:

Cr Bill Mulroney Shire President	Mr Gavin Pollock Chief Executive Officer
Date	Date

Lessee:

Print Name and Title

In the presence of:

Witness Signature

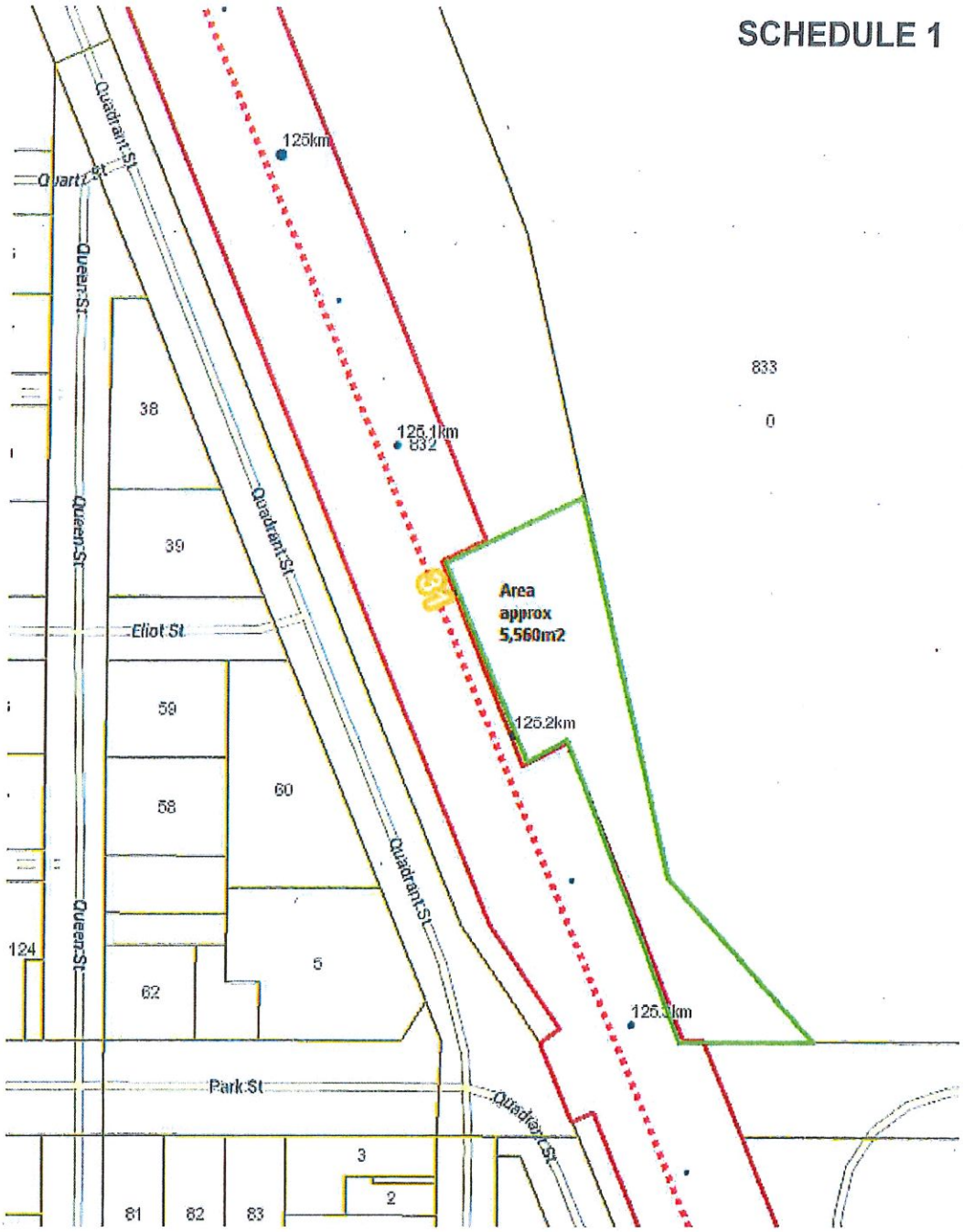
Print Name and Title

In the presence of:

Witness Signature

Print Name of Witness and Title

15. SITE PLAN



Lease of land within Part Lot 832 in Reserve 10207
Lease area abuts Rail Corridor

Public Transport Authority	
PINGELLY **Lease of land to the Shire of Pingelly**	Scale NTS Date: 21/12/2015 Drawn: LW
Corporate - Leasing	Plan No. 5464-2

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Attachment 4

14.6 Proposed Transfer Community Resource Centre 18 Parade Street Pingelly

Letter from Pingelly Community Resource Centre

Pingelly
Community Resource Centre
18 PARADE STREET, PINGELLY, WA, 6308
Ph/Fx: 98871409
ABN 49 405 273 502

Shire of Pingelly CEO
Mr Gavin Pollock
Queen Street
Pingelly 6308

Dear Gavin

CRC committee member and Shire President Mr Bill Mulroney recently spoke to you about a previous discussion re: the possibility that Shire of Pingelly might be interested in passing ownership of the CRC building to the CRC committee.

We wish to formally advise that we would be keen to progress this opportunity and are writing to confirm our interest in having the building transferred to us.

As you are no doubt aware we obtained a grant to assist us with the purchase of the building, and together with CRC funds and volunteer contributions we purchased and renovated the building. Discussions were held with the Shire of Pingelly at the time and it was agreed that the building be purchased in the name of the Shire of Pingelly, which also assisted in the approval of the grant we received.

The CRC has now been going for many years and has over the past years continued to pay for all major renovations including replacing the roof, carpeting and painting the interior and exterior of the building.

We are hopeful that if transferred that the shire will consider waiving shire rates for this building.

We look forward to working with you to achieve the transfer of property to the CRC committee.

Kind regards

E Hodges
CRC Chairperson
29.4.2018

Proudly supported by
Department of Primary Industries and Regional Development
ROYALTIES FOR REGIONS

Attachment 5

15.1 Monthly Statement of Financial Activity – May 2018

Monthly Statements of Financial Activity for the period 1 July 2017 to 31 May 2018

SHIRE OF PINGELLY

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

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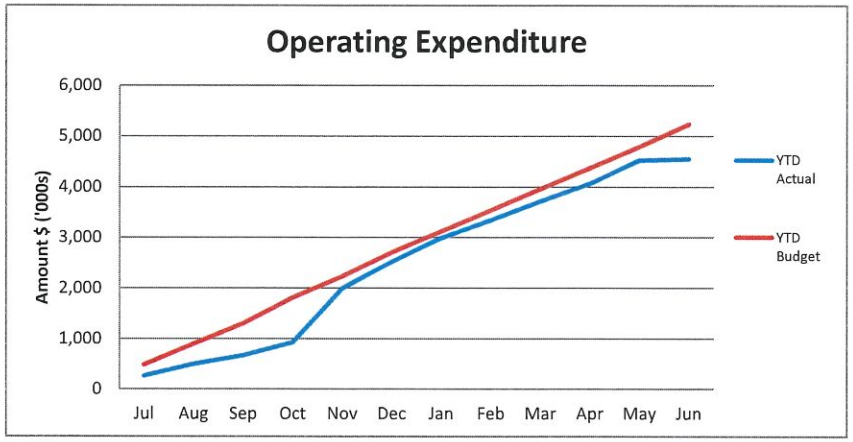
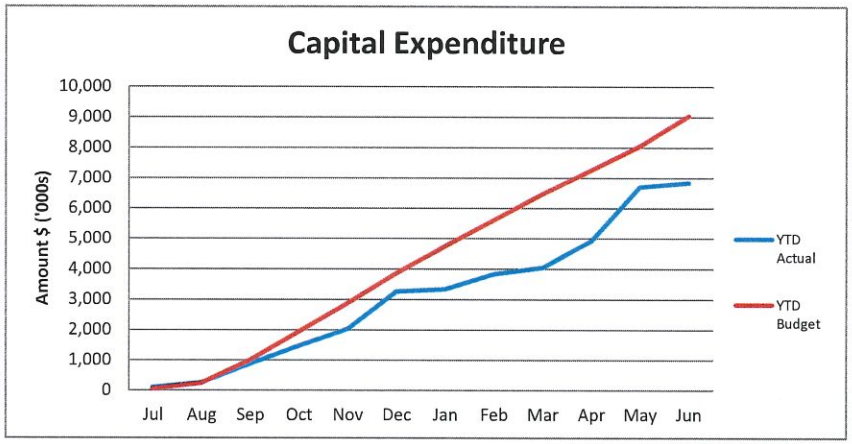
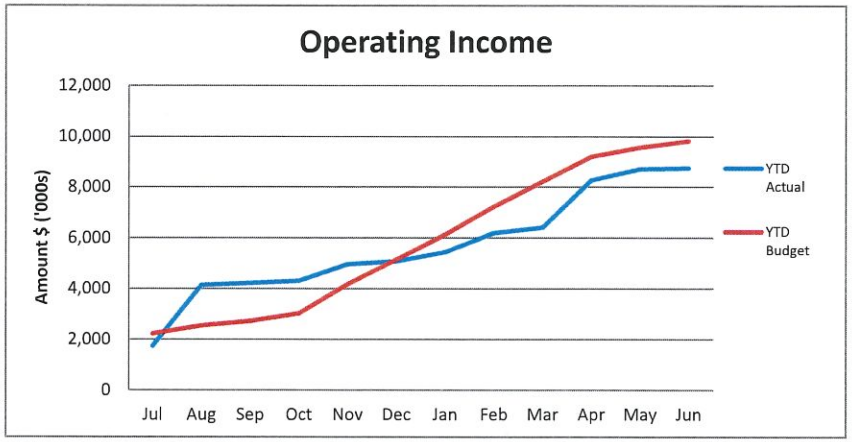
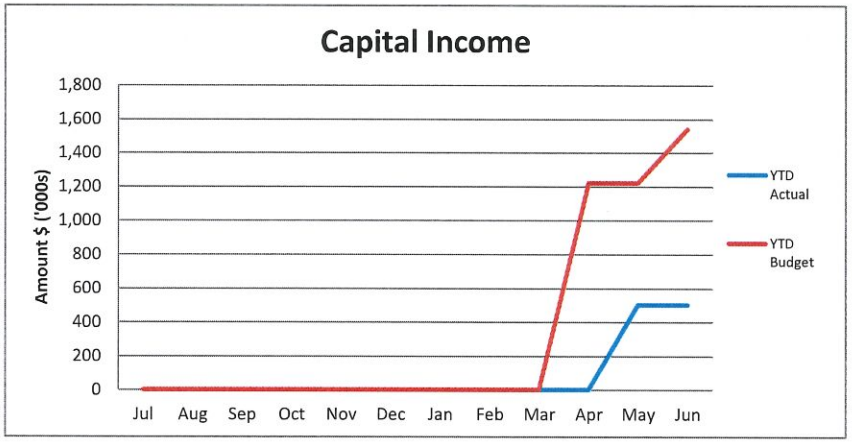
Income and Expenditure Graphs to 31 May 2018

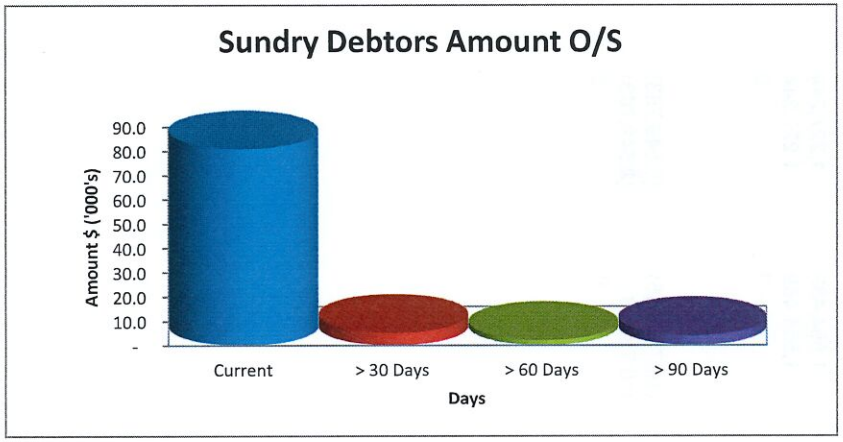


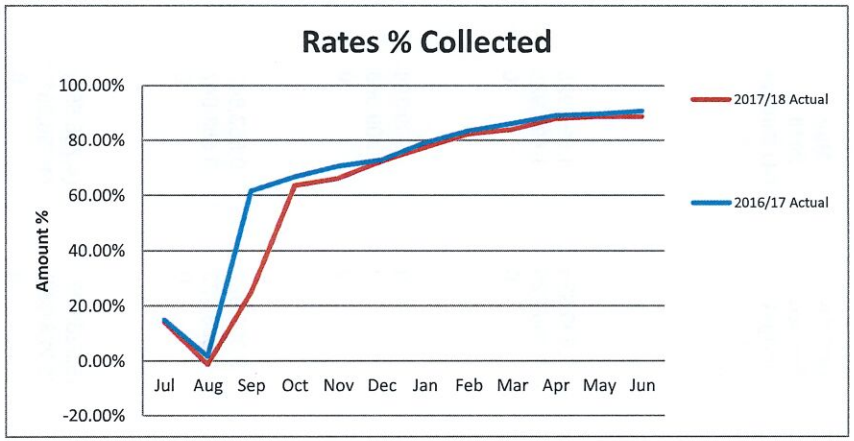


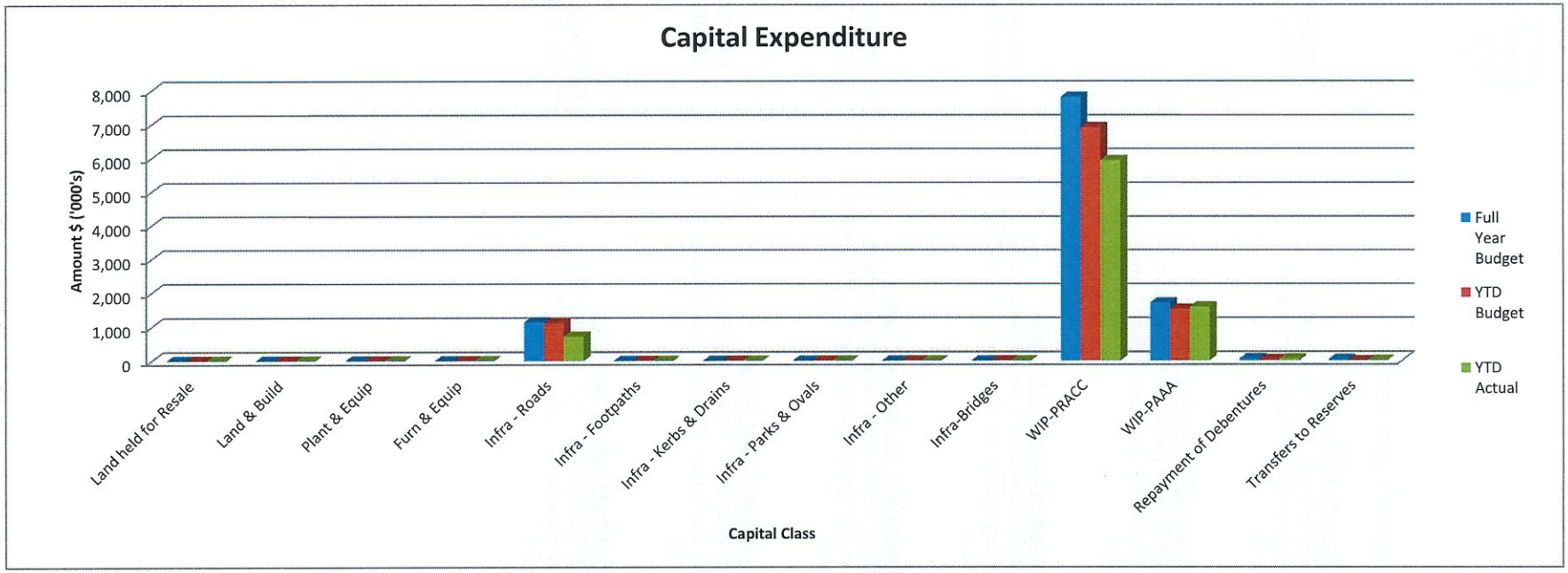




Other Graphs to 31 May 2018







SHIRE OF PINGELLY

Summary of Balancing Contained Within The Monthly Reports

	2017/18 Adopted Budget $	2017/18 Revised Budget $	May 2018 Y-T-D Budget $	May 2018 Actual $
Finance Statement				
Balancing to Rating Note				
Rates Balance per Finance Statement	1,890,925	1,890,925	1,890,925	1,892,724
Balance per Note 6 (Rating Information)	1,890,925	1,890,925	1,890,925	1,892,724
Variance	0	0	0	0
Balancing of Closing Position				
Closing Balance per Finance Statement	0	0	909,368	1,035,518
Closing Balance per General Fund Summary	0	0	909,368	1,035,519
Variance	0	0	0	(1)
Balancing of Operating Income				
Operating Income per Finance Statement	9,933,667	9,808,922	9,553,647	8,689,032
Operating Income per General Fund Summary	9,933,667	9,808,922	9,553,647	8,689,032
Variance	0	0	0	(0)
Balancing of Operating Expenditure				
Operating Expense per Finance Statement	(5,126,247)	(5,228,682)	(4,786,551)	(4,517,820)
Operating Expense per General Fund Summary	(5,126,247)	(5,228,682)	(4,786,551)	(4,517,820)
Variance	0	0	0	(0)
Balancing of Capital Income				
Capital Income per Finance Statement	1,554,489	1,554,489	1,227,244	507,129
Capital Income per General Fund Summary	1,554,489	1,554,489	1,227,244	507,129
Variance	0	0	0	0
Balancing of Capital Expenditure				
Capital Expense per Finance Statement	(10,984,429)	(10,727,215)	(9,549,763)	(8,288,880)
Capital Expense per General Fund Summary	(10,984,429)	(10,727,215)	(9,549,763)	(8,288,881)
Variance	0	0	0	1

SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

	NOTE	2017/18 Adopted Budget $	2017/18 Revised Budget $	May 2018 Y-T-D Budget $	May 2018 Actual $	Variances Actuals to Budget $	Variances Actual Budget to Y-T-D %	
Operating								
Revenues/Sources								
Governance		65,370	65,370	59,909	53,152	(6,757)	(11.28%)	▼
General Purpose Funding		668,714	670,084	660,716	599,128	(61,588)	(9.32%)	
Law, Order, Public Safety		111,624	114,602	94,487	87,872	(6,615)	(7.00%)	
Health		11,908	11,908	10,912	8,108	(2,804)	(25.70%)	
Education and Welfare		631,390	636,755	567,280	628,220	60,940	10.74%	▲
Community Amenities		163,170	169,103	167,694	172,088	4,394	2.62%	
Recreation and Culture		4,535,396	4,461,399	4,455,720	4,032,440	(423,280)	(9.50%)	
Transport		1,746,020	1,662,618	1,530,405	1,074,590	(455,815)	(29.78%)	▼
Economic Services		50,150	48,150	44,121	41,534	(2,587)	(5.86%)	
Other Property and Services		59,000	78,008	71,478	99,176	27,698	38.75%	▲
		8,042,742	7,917,997	7,662,722	6,796,308	(866,414)	(11.31%)	
(Expenses)/(Applications)								
Governance		(589,754)	(585,840)	(535,143)	(490,225)	44,918	8.39%	
General Purpose Funding		(167,704)	(167,704)	(153,959)	(161,835)	(7,876)	(5.12%)	
Law, Order, Public Safety		(252,396)	(252,396)	(233,471)	(164,613)	68,858	29.49%	▼
Health		(112,480)	(112,480)	(103,146)	(104,197)	(1,051)	(1.02%)	
Education and Welfare		(48,243)	(48,243)	(39,169)	(33,686)	5,483	14.00%	▼
Community Amenities		(391,955)	(391,955)	(356,728)	(329,648)	27,080	7.59%	
Recreation & Culture		(998,815)	(928,700)	(839,871)	(826,775)	13,096	1.56%	
Transport		(2,254,150)	(2,408,522)	(2,210,261)	(2,170,583)	39,678	1.80%	
Economic Services		(285,114)	(282,114)	(261,394)	(201,883)	59,511	22.77%	▼
Other Property and Services		(25,636)	(50,728)	(53,409)	(34,375)	19,034	36%	▼
		(5,126,247)	(5,228,682)	(4,786,551)	(4,517,820)	268,731	(5.61%)	
Net Operating Result Excluding Rates		2,916,495	2,689,315	2,876,171	2,278,488	(597,683)	(20.78%)	
Adjustments for Non-Cash (Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	2	12,000	12,000	12,000	0	(12,000)	100.00%	▼
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0	0.00%	
Movement in Employee Benefit Provisions		0	0	0	0	0	0.00%	
Adjustments in Fixed Assets		0	0	0	0	0	0.00%	
Rounding		0	0	0	(0)	(0)	0.00%	
Depreciation on Assets		1,532,000	1,532,000	1,404,304	1,397,570	(6,734)	0.48%	
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	1	0	0	0	0	0	0.00%	
Purchase of Land and Buildings	1	0	0	0	0	0	0.00%	
Purchase of Furniture & Equipment	1	0	0	0	0	0	0.00%	
Purchase of Plant & Equipment	1	0	0	0	0	0	0.00%	
Purchase of WIP - PP & E	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Roads	1	(1,135,460)	(1,135,460)	(1,106,443)	(716,933)	389,510	35.20%	▼
Purchase of Infrastructure Assets - Footpaths	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Parks & Ovals	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Bridges	1	(252,000)	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Other	1	0	0	0	0	0	0.00%	
Purchase of WIP Recreation and Culture	1	(7,781,145)	(7,796,145)	(6,897,421)	(5,924,517)	972,904	14.11%	▼
Purchase of WIP Aged Accommodation	1	(1,698,348)	(1,698,348)	(1,516,670)	(1,585,959)	(69,289)	(4.57%)	
Proceeds from Disposal of Assets	2	20,000	20,000	20,000	0	(20,000)	(100.00%)	▼
Repayment of Debentures	3	(78,674)	(58,460)	(29,229)	(51,100)	(21,871)	(74.83%)	▲
Proceeds from New Debentures	3	1,200,000	1,200,000	1,200,000	500,000	(700,000)	(58.33%)	▼
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		14,489	14,489	7,244	7,129	(115)	(1.59%)	
Transfer from Restricted Asset -Unspent Loans		1,903,210	1,903,210	1,903,210	1,903,210	0	0.00%	
Transfers to Restricted Assets (Reserves)	4	(38,802)	(38,802)	0	(10,371)	(10,371)	0.00%	
Transfers from Restricted Asset (Reserves)	4	320,000	320,000	0	0	0	0.00%	
Transfers to Restricted Assets (Other)		0	0	0	0	0	0.00%	
Transfers from Restricted Asset (Other)		(200,000)	(200,000)	(200,000)	0	200,000	(100.00%)	▼
ADD Net Current Assets July 1 B/Fwd	5	1,375,310	1,345,276	1,345,277	1,345,277	(30,033)	0.00%	
Net Current Assets - Unspent Grants		0	0	0	0	0		
LESS Net Current Assets Year to Date	5	0	0	909,368	1,035,518	126,150	(13.87%)	▼
Amount Raised from Rates		(1,890,925)	(1,890,925)	(1,890,925)	(1,892,724)	(1,799)	0.10%	

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

Material Variances Symbol

Above Budget Expectations	Greater than 10% and $5,000	▲
Below Budget Expectations	Less than 10% and $5,000	▼

SHIRE OF PINGELLY
FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018
Report on Significant variances Greater than 10% and $5,000

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

REPORTABLE OPERATING REVENUE VARIATIONS			
Governance - variance below budget expectations			(6,757)
	Admin Reimbursements and rebates yet to be received as per budget forecast (Timing Difference)	(4,787)	
	Transport Licensing commission yet to be paid. (Timing Difference)	(2,887)	
Education and Welfare - Variance below budget expectations			60,940
	Wheatbelt Development Commission - Community Chest Funding Sensory Garden YTD Budget less than YTD Actuals- first $20,000 received second payment of $10,00 not yet received (Timing Difference)	2,500	
	PAAA Grant from WA Country Health Service YTD Actual more than YTD Budget (Timing Difference)	65,064	
Recreation and Culture - variance above budget expectations			(423,280)
	PRACC Grants YTD Actual less than YTD Budget - NSRF (Timing Difference) claim 2 Raised in July 2017 $1,466,579, claim 3 raised April $1,291,008.00,claim 4 to be raised in August 2018 carryover 18/19 Budget	(353,289)	
	PRACC Grants YTD Actual less than YTD Budget - Dept of Sport & Rec (Timing Difference) to be raised in August 2018 - carryover 18/19 Budget	(87,500)	
Transport - variance above budget expectations			(455,815)
	Regional Road Group funding Actual YTD received more than budget YTD (Timing Difference)	(236,754)	
	WANDRAA Funding Storm Damage - YTD Actual less than YTD Budget (Timing Difference)	(351,275)	
Other Property and Services - variance below budget expectations			27,698
	Workers Compensation - Reimbursments for WorkCare YTD Actual More than YTD Budget	25,868	
	Private Works - more than anticipated - Income based on previous year (Timing Difference)	27,338	
	Fuel Tax Credits Actual YTD less than Budget YTD	(5,268)	
REPORTABLE OPERATING EXPENSE VARIATIONS			
Law,Order, Public Safety - variance below budget expectations			68,858
	Fire Fighting Expenditure - Less than anticipated (Timing Difference)	19,681	
	Building Maintenace YTD Actual less than YTD Budget (Timing Difference)	25,608	
	Depreciation not run until Audit signoff on revaluation of Assets (Timing Difference)	650	
	SES Expenses Actual YTD less than Budget YTD (Timing Difference)	14,292	
	Depreciation LOPS YTD less than Budget YTD (Timing Difference)	650	
	Aware Emergency Exercise training exercise $10,000 YTD Actual more than YTD Budget (Timing Difference)	1,333	
Education and Welfare - variances below budget expectations			5,483
	Education - Depreciation YTD less than Budget YTD (Timing Difference)	2,321	
Economic Services - variance below budget expectations			59,511
	Tourism and Area Promotion - YTD Actual more than YTD Budget (Timing Difference)	12,557	
	OES - Community Grants Program YTD Actual less than YTD Budget (Timing Difference)	21,857	
	OES -Other Expenses YTD Actuals Less than YTD Budget Peter Kenyon Invoices (Timing Difference)	9,121	
	OES Depreciation YTD Actuals less than YTD Budget (Timing Difference)	6,573	
REPORTABLE NON-CASH VARIATIONS			
(Profit)/Loss on Asset Disposals			
	Webb St Block not sold/disposed YTD (Timing Difference)	-	(12,000)
REPORTABLE CAPITAL EXPENDITURE VARIATIONS			
Purchase of Road Infrastructure Assets			
	Road Infrastructure YTD Actuals less than YTD Budget (Timing Difference)		389,510
R2R01	Wickepin Pingelly/Chopping Road Failure-project not commenced (Timing Difference)	19,556	
RRG08	Capex - 156 Wickepin Pingelly Rd - Regional Road Group (Timing Difference)	46,000	
RRG09	Yenellin Road Upgrade Rrg (Timing Difference)	138,619	
RRG10	North Bannister Road-project deferred to 18/19 budget review (Permenant Difference)	-	
CC156	Pingelly- Wickepin Road - Council Constr-project not commenced (Timing Difference)	9,000	
CRSF4	10 Shaddick Rd Realine & Regravel - Crsf Funding 2017 2018 (Timing Difference)	212,658	
CT7	Capex - Quadrant St Construction - Job completed - over budget $758 (Permenant Difference)	758	
Repayment of Debentures - Variance below budget expectations.			
	YTD Actual more then YTD Budget - Will correct in Loan 120 June 2018 (Timing Difference)		(21,871)
REPORTABLE CAPITAL REVENUE VARIATIONS			
Proceeds from Disposal of Assets			
	Proceeds from Disposal of assets YTD Actual more than YTD Budget (Timing Difference) Webb St block not sold yet		(20,000)
Proceeds from New Loans			(700,000)
	New Loans for PRACC programmed to be raised in March/April 2018. S/T Facility Funds raised in May ($500,000) June expected ($500,000) (Timing Difference) and August expected ($200,000) 2018 (Timing Difference) with WATC	(700,000)	

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

1. ACQUISITION OF ASSETS	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	May 2018 YTD Actual $
The following assets have been acquired during the period under review:				
By Program				
Education & Welfare				
Other Aged & Disabled Services				
Capex - Paaa Development	0	0	0	0.00
Capex - Paaa Project Manager	0	0	0	1,169.17
Capex - Paaa Architects & Consultants	23,800	42,656	39,105	36,708.14
Capex - Paaa Building Construction	1,550,548	1,494,763	1,329,036	1,501,042.92
Capex - Paaa Quantity Surveyor	0	0	0	0.00
Capex - Paaa Demolition	0	0	0	0.00
Capex - Paaa Utility Services	24,000	36,252	33,852	4,790.92
Capex - Paaa Earth Works	0	18,677	18,677	18,601.06
Capex - Paaa Carpark & Drainage	0	0	0	0.00
Capex - Paaa Landscaping Soft & Hard	0	6,000	6,000	50.72
Capex - Paaa Playground	0	0	0	0.00
Capex - Paaa Opening & Promotion	0	0	0	0.00
Capex - Paaa Fit Out Furniture	0	0	0	0.00
Capex - Paaa Site Works	0	0	0	0.00
Capex - Paaa Landscaping Sensory	100,000	100,000	90,000	23,596.32
Recreation and Culture				
Works in Progress - Recreation Centre				
Capex - Pracc Development	4,500	4,500	4,125	6,070.10
Capex - Pracc Project Manager	105,093	105,093	94,607	133,521.38
Capex - Pracc Architects & Consultants	88,000	158,176	149,376	94,377.03
Capex - Praac Building Construction	7,179,052	7,267,311	6,549,404	5,591,083.01
Capex - Pracc Quantity Surveyor	0	0	0	0.00
Capex - Pracc Demolition	0	0	0	0.00
Capex - Pracc Utility Services	101,500	10,000	9,163	1,439.61
Capex - Pracc Earth Works	0	0	0	253.64
Capex - Pracc Carpark And Drainage	95,000	88,000	76,367	56,531.28
Capex - Pracc Landscaping Soft & Hard	78,000	54,500	0	34,023.82
Capex - Pracc Playground	26,000	35,000	14,379	0.00
Capex - Pracc Opening & Promotion	2,000	2,000	0	0.00
Capex - Pracc Fit Out Furniture	102,000	71,565	0	7,217.36
Capex - Pracc Bowling Green	0	0	0	0.00
Capex - Pracc Gym Equipment	0	0	0	0.00

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

1. ACQUISITION OF ASSETS (Continued)	2017/18 Adopted Budget $	2017/18 Revised Budget $	2017/18 YTD Budget $	May 2018 Actual $
Transport				
Construction - Roads, Bridges, Depots				
Bridges Purchase - Schedule 12				
Capex - Bridge - Replace Box Culverts	252,000	0	0	0.00
Roads Construction				
North Wandering Road	0	0	0	1,540.00
Bullaring-Pingelly - Rrg	0	34,657	34,657	39,665.72
Capex - Rrg 156 Wickepin Pingelly Rd	251,952	251,952	251,949	205,951.87
Capex - Rrg Yenellin Road Upgrade	260,197	260,197	260,193	121,577.60
Capex - Rrg North Bannister Road	34,657	0	0	0.00
Wickepin Pingelly/Chopping Road Failure	28,654	28,654	26,246	9,098.12
Capex - 10 Shaddick Rd Realine &	235,000	235,000	234,996	235,000.83
10 Shaddick Rd Realine & Regravel - Crsf	300,000	300,000	274,989	87,341.60
Review Street And Great Southern	10,000	10,000	9,163	10,000.00
Capex - Quadrant St Construction	6,000	6,000	6,000	6,757.69
Pingelly- Wickepin Road - Council Constr	9,000	9,000	8,250	0.00
	10,866,953	10,629,953	9,520,534	8,227,409.91
By Class				
Land	0	0	0	0.00
Buildings	0	0	0	0.00
Furniture & Equipment	0	0	0	0.00
Plant & Equipment	0	0	0	0.00
Work in Progress - PPE	0	0	0	0.00
Infrastructure - Roads	1,135,460	1,135,460	1,106,443	716,933.43
Infrastructure - Footpaths	0	0	0	0.00
Infrastructure - Kerbs & Drains	0	0	0	0.00
Infrastructure - Parks & Ovals	0	0	0	0.00
Infrastructure - Bridges	252,000	0	0	0.00
Infrastructure - Other	0	0	0	0.00
Works in Progress - Recreation Centre	7,781,145	7,796,145	6,897,421	5,924,517.23
Works in Progress - Aged Care Accommodation	1,698,348	1,698,348	1,516,670	1,585,959.25
	10,866,953	10,629,953	9,520,534	8,227,409.91

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

Asset No	By Program	Written Down Value 2017/18 Budget $	Written Down Value May 2018 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds May 2018 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) May 2018 Actual $
	Governance						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Asset No	By Class of Asset	Written Down Value 2017/18 Budget $	Written Down Value May 2018 Actual $	Sale Proceeds 2017/18 Budget $	Sale Proceeds May 2018 Actual $	Profit(Loss) 2017/18 Budget $	Profit(Loss) May 2018 Actual $
	Land & Buildings						
1037	5 Webb St (Land)	32,000	0.00	20,000	0.00	(12,000)	0.00
		32,000	0.00	20,000	0.00	(12,000)	0.00

Summary	2017/18 Adopted Budget $	May 2018 Actual $
Profit on Asset Disposals	0	0.00
Loss on Asset Disposals	(12,000)	0.00
	(12,000)	0.00

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars		Principal 1-Jul-17	New Loans		Principal Repayments			Principal Outstanding			Interest Repayments		
			2017/18 Budget $	2017/18 Actual $	2017/18 Budget $	2017/18 Revised Budget	2017/18 Actual $	2017/18 Budget $	2017/18 Revised Budget	2017/18 Actual $	2017/18 Budget $	2017/18 Revised Budget	2017/18 Actual $
Education & Welfare													
Loan 120 - SSL Pingelly Cottage Homes	*	196,207	0	0	14,489	14,489	7,129	181,718	181,718	189,078	12,464	12,464	6,278
Recreation & Culture													
Loan 123 - Recreation and Cultural Centre		2,332,996			43,971	43,971	43,971	2,289,025	2,289,025	2,289,025	49,110	49,110	48,843
Loan 124 - Recreation and Cultural Centre		0	600,000	500,000	10,107	0	0	589,893	600,000	500,000	11,520	0	0
Loan 125 - Recreation and Cultural Centre		0	600,000		10,107	0	0	589,893	600,000	0	11,520	0	0
		2,529,203	1,200,000	500,000	78,674	58,460	51,100	3,650,529	3,670,743	2,978,103	84,614	61,574	55,121

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

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

	2017/18 Adopted Budget $	May 2018 Actual $
4. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	169,097	169,097
Amount Set Aside / Transfer to Reserve	3,456	2,120
Amount Used / Transfer from Reserve	(60,000)	0
	112,553	171,217
(b) Plant Reserve		
Opening Balance	240,391	240,391
Amount Set Aside / Transfer to Reserve	4,913	3,013
Amount Used / Transfer from Reserve	0	0
	245,304	243,404
(c) Building and Recreation Reserve		
Opening Balance	284,266	284,266
Amount Set Aside / Transfer to Reserve	29,767	3,563
Amount Used / Transfer from Reserve	(260,000)	0
	54,033	287,829
(d) Electronic Equipment Reserve		
Opening Balance	6,130	6,130
Amount Set Aside / Transfer to Reserve	5	77
Amount Used / Transfer from Reserve	0	0
	6,135	6,207
(e) Community Bus Reserve		
Opening Balance	11,147	11,147
Amount Set Aside / Transfer to Reserve	15	140
Amount Used / Transfer from Reserve	0	0
	11,162	11,287
(f) Swimming Pool Reserve		
Opening Balance	49,878	49,878
Amount Set Aside / Transfer to Reserve	300	625
Amount Used / Transfer from Reserve	0	0
	50,178	50,503
(g) Joint Venture Housing Reserve		
Opening Balance	51,293	51,293
Amount Set Aside / Transfer to Reserve	318	643
Amount Used / Transfer from Reserve	0	0
	51,611	51,936
Refuse Site Rehab/Closure Reserve		
Opening Balance	15,186	15,186
Amount Set Aside / Transfer to Reserve	28	190
Amount Used / Transfer from Reserve	0	0
	15,214	15,376
Total Cash Backed Reserves	**546,190**	**837,759**

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

	2017/18 Adopted Budget $	May 2018 Actual $
4. RESERVES (Continued)		
Cash Backed Reserves (Continued)		
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	3,456	2,120
Plant Reserve	4,913	3,013
Building and Recreation Reserve	29,767	3,563
Electronic Equipment Reserve	5	77
Community Bus Reserve	15	140
Swimming Pool Reserve	300	625
Joint Venture Housing Reserve	318	643
Refuse Site Rehab/Closure Reserve	28	190
	38,802	**10,371**
Transfers from Reserves		
Leave Reserve	(60,000)	0
Plant Reserve	0	0
Building Reserve	(260,000)	0
Electronic Equipment Reserve	0	0
Community Bus Reserve	0	0
Swimming Pool Reserve	0	0
Joint Venture Housing Reserve	0	0
Refuse Site Rehab/Closure Reserve	0	0
	(320,000)	**0**
Total Transfer to/(from) Reserves	**(281,198)**	**10,371**

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve
- to be used to fund annual and long service leave requirements.

Plant Reserve
- to be used for the purchase of major plant.

Building and Recreation Reserve
- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure.

Electronic Equipment Reserve
- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve
- to be used to fund the change-over of the community bus.

Swimming Pool Reserve
- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve
- to be used for the future maintenance of the Joint Venture units

Refuse Site Rehab/Closure Reserve
- to be used to facilitate the rehabilitation/closure of the town refuse site.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

	2016/17 B/Fwd Per 2017/18 Budget $	2016/17 B/Fwd Per Financial Report $	May 2018 Actual $
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	(76,096)	(225,748)	(173,902)
Cash - Restricted Unspent Grants	926,934	926,934	803,457
Cash - Restricted Unspent Loans	1,903,210	1,903,210	0
Cash - Restricted Reserves	827,388	827,388	837,758
Receivables (Budget Purposes Only)	0	0	0
Rates Outstanding	153,986	153,986	207,905
Sundry Debtors	601,751	601,751	93,792
Provision for Doubtful Debts	(9,508)	(9,508)	(9,508)
Gst Receivable	100,879	100,879	276,713
Loans - clubs/institutions	0	83,747	0
Accrued Income/Payments In Advance	1,778	1,778	0
Investments	0	0	0
Inventories	2,474	2,474	7,701
	4,432,796	4,366,891	2,043,916
LESS: CURRENT LIABILITIES			
Payables and Provisions (Budget Purposes Only)	0	0	0
Sundry Creditors	(168,302)	(18,650)	(927)
Accrued Interest On Loans	(336)	(336)	0
Accrued Salaries & Wages	(35,071)	(35,071)	0
Income In Advance	0	0	0
Gst Payable	(58,547)	(58,547)	(74,014)
Payroll Creditors	0	0	0
Accrued Expenses	(26,477)	(56,508)	0
PAYG Liability	(34,643)	(34,643)	(85,333)
Other Payables	(3,514)	(3,514)	(10,366)
Current Employee Benefits Provision	(259,672)	(250,326)	(250,326)
Current Loan Liability	(58,460)	(58,460)	(7,360)
	(645,022)	(516,055)	(428,326)
NET CURRENT ASSET POSITION	3,787,774	3,850,836	1,615,590
Less: Cash - Reserves - Restricted	(827,388)	(827,388)	(837,758)
Less: Cash - Unspent Grants/Loans - Fully Restricted	(1,903,210)	(1,903,210)	(0)
Less: Current Loans - Clubs / Institutions	0	(83,747)	0
Less: Investments	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	259,672	250,326	250,326
Add Back : Current Loan Liability	58,460	58,460	7,360
Adjustment for Trust Transactions Within Muni	0	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	1,375,310	1,345,277	1,035,518

6. RATING INFORMATION

RATE TYPE	Rate in $	Number of Properties	Rateable Value $	2017/18 Rate Revenue $	2017/18 Interim Rates $	2017/18 Back Rates $	2017/18 Total Revenue $	2017/18 Budget $
General Rate								
GRV - Residential	0.122533	315	3,087,332	378,300	341	59	378,700	378,300
GRV - Rural Residential	0.122533	68	712,052	87,250	0	0	87,250	87,250
GRV - Commercial/Industrial	0.122533	31	448,114	54,909	0	0	54,909	54,909
GRV - Townsites	0.122533	12	128,439	15,738	0	0	15,738	15,738
UV - Broadacre Rural	0.010704	250	114,659,500	1,227,315	(1,419)	20	1,225,917	1,224,318
Sub-Totals		676	119,035,437	1,763,512	(1,077)	20	1,762,514	1,760,515
Minimum Rates	**Minimum $**							
GRV - Residential	898	63	144,961	56,574	0	0	56,574	56,574
GRV - Rural Residential	898	21	76,672	18,858	0	0	18,858	18,858
GRV - Commercial/Industrial	898	10	43,695	8,980	0	0	8,980	8,980
GRV - Townsites	898	7	20,271	6,286	0	0	6,286	6,286
UV - Broadacre Rural	898	44	2,493,240	39,512	0	0	39,512	39,512
Sub-Totals		145	2,778,839	130,210	0	0	130,210	130,210
							1,892,724	1,890,725
Ex Gratia Rates							219	200
Movement in Excess Rates							(24,370)	0
Total Amount of General Rates							1,868,573	1,890,925
Specified Area Rates							0	0
Total Rates							1,868,573	1,890,925

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2017/18 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

7. TRUST FUNDS

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

Detail	Balance 01-Jul-17 $	Amounts Received $	Amounts Paid ($)	Balance $
Transport Licensing	0	381,544	(381,544)	0
BCITF Levy	0	0	0	0
Rates	0	0	0	0
Funds Held on Behalf of Groups	40	0	0	40
Unclaimed Monies	100	0	0	100
Builders Registration Board	0	0	0	0
Social Club	0	0	0	0
Nomination Deposits	0	400	(400)	0
Bond Monies (Including Key Deposits)	3,920	9,600	(9,430)	4,090
	4,060	391,544	(391,374)	4,230

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

8. OPERATING STATEMENT

OPERATING REVENUES	May 2018 Actual $	2017/18 Revised Budget $	2017/18 Adopted Budget $	2016/17 Actual $
Governance	53,152	65,370	65,370	73,207
General Purpose Funding	2,491,852	2,561,009	2,559,639	3,742,376
Law, Order, Public Safety	87,872	114,602	111,624	103,107
Health	8,108	11,908	11,908	11,983
Education and Welfare	628,220	636,755	631,390	794,058
Housing	0	0	0	0
Community Amenities	172,088	169,103	163,170	162,643
Recreation and Culture	4,032,440	4,461,399	4,535,396	1,031,664
Transport	1,074,590	1,662,618	1,746,020	1,548,147
Economic Services	41,534	48,150	50,150	35,980
Other Property and Services	99,176	78,008	59,000	62,574
TOTAL OPERATING REVENUE	**8,689,032**	**9,808,922**	**9,933,667**	**7,565,741**
OPERATING EXPENSES				
Governance	490,225	585,840	589,754	594,713
General Purpose Funding	161,835	167,704	167,704	188,660
Law, Order, Public Safety	164,613	252,396	252,396	249,555
Health	104,197	112,480	112,480	137,690
Education and Welfare	33,686	48,243	48,243	49,969
Housing	0	0	0	0
Community Amenities	329,648	391,955	391,955	457,121
Recreation & Culture	826,775	928,700	998,815	1,580,337
Transport	2,170,583	2,408,522	2,254,150	2,028,955
Economic Services	201,883	282,114	285,114	475,991
Other Property and Services	34,375	50,728	25,636	65,766
TOTAL OPERATING EXPENSE	**4,517,820**	**5,228,682**	**5,126,247**	**5,828,758**
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	**4,171,212**	**4,580,240**	**4,807,420**	**1,736,983**

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

9. STATEMENT OF FINANCIAL POSITION

	May 2018 Actual $	2016/17 Actual $
CURRENT ASSETS		
Cash and Cash Equivalents	1,467,313	3,431,783
Investments	5,000	5,000
Trade and Other Receivables	576,263	863,376
Inventories	7,701	2,474
Trust at Bank	4,230	4,060
TOTAL CURRENT ASSETS	2,060,507	4,306,693
NON-CURRENT ASSETS		
Other Receivables	233,102	233,102
Inventories	0	0
Property, Plant and Equipment	17,199,898	10,013,560
Infrastructure	71,570,998	71,927,498
TOTAL NON-CURRENT ASSETS	89,003,998	82,174,160
TOTAL ASSETS	91,064,505	86,480,853
CURRENT LIABILITIES		
Trade and Other Payables	170,640	207,269
Long Term Borrowings	7,360	58,460
Provisions	250,326	250,326
Trust Liability	4,230	4,060
TOTAL CURRENT LIABILITIES	432,556	520,115
NON-CURRENT LIABILITIES		
Trade and Other Payables	0	0
Long Term Borrowings	2,970,742	2,470,742
Provisions	65,225	65,225
TOTAL NON-CURRENT LIABILITIES	3,035,967	2,535,967
TOTAL LIABILITIES	3,468,523	3,056,082
NET ASSETS	87,595,982	83,424,771
EQUITY		
Retained Surplus	31,372,725	27,211,884
Reserves - Cash Backed	837,758	827,388
Revaluation Surplus	55,385,499	55,385,499
TOTAL EQUITY	87,595,982	83,424,771

10. FINANCIAL RATIOS

	2018 YTD	2017	2016	2015
Current Ratio	2.30	3.04	1.05	3.89
Operating Surplus Ratio	(0.60)	(0.62)	(0.72)	(0.47)

The above ratios are calculated as follows:

Current Ratio

$$\frac{\text{(Current Assets MINUS Restricted Assets)}}{\text{(Current Liabilities MINUS Liabilities Associated with Restricted Assets)}}$$

Purpose:
This is a modified commercial ratio designed to focus on the liquidity position of a local government that has arisen from past year's transactions.

Standards:
The standard is not met if the ratio is lower than 1:1 (less than 100%) — Below Std
The standard is met if the ratio is greater than 1:1 (100% or greater) — Std met
A ratio less than 1:1 means that a local government does not have sufficient assets that can be quickly converted into cash to meet its immediate cash commitments. This may arise from a budget deficit from the past year, a Council decision to operate an overdraft or a decision to fund leave entitlements from next year's revenues.

Operating Surplus Ratio

$$\frac{\text{(Operating Revenue MINUS Operating Expense)}}{\text{(Own Source Operating Revenue)}}$$

Purpose:
This ratio is a measure of a local government's ability to cover its operational costs and have revenues available for capital funding or other purposes.

Standards:
Basic Standard is not met less than < 1% (< 0.01) — Below Std
Basic Standard between 1% and 15% (0.01 and 0.15) — Basic Std
Advanced Standard greater than > 15% (>0.15). — Adv Std

SHIRE OF PINGELLY
RESTRICTED CASH RECONCILIATION
31 May 2018

Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Actual Expenditure previous year 2015/16	Actual Expenditure previous year 2016/17	Actual Expenditure current year 2017/18	Restricted Funds Remaining
Health Department (WACHS)-claim 1	Aged Approp Accom Units	0860	272,727.27	5,456.91	197,609.67	69,660.69	0.00
Health Department (WACHS)-claim 2	Aged Approp Accom Units	PAA01	181,818.18	0.00	0.00	181,818.18	0.00
Health Department (WACHS)-claim 3	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-claim 4	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-claim 5	Aged Approp Accom Units	PAA01	272,727.27	0.00	0.00	272,727.27	0.00
Health Department (WACHS)-final claim 6	Aged Approp Accom Units	PAA01	318,181.82	0.00	0.00	318,181.82	0.00
WDC Community Chest Funding-Sensory Garden	Aged Approp Accom Units	0861	20,000.00	0.00	0.00	20,000.00	0.00
WDC Community Chest Funding-Sensory Garden	Aged Approp Accom Units	0861	10,000.00	0.00	0.00	0.00	10,000.00
Lotterywest Grant-Aged Sensory Space	Aged Approp Accom Units	PAA02	50,000.00	0.00	0.00	3,596.32	46,403.68
National Stronger Regions Funds claim 1	Recreation & Cultural Centre	11PR/PR01	777,719.00	0.00	777,719.00	0.00	0.00
National Stronger Regions Funds claim 2+Interest	Recreation & Cultural Centre	11PR/PR01	1,472,140.88	0.00	0.00	1,472,140.88	0.00
National Stronger Regions Funds claim 3	Recreation & Cultural Centre	11PR/PR01	1,291,008.00	0.00	0.00	1,226,295.45	64,712.56
Lotterywest Grant $1,000,000 claim 1	Recreation & Cultural Centre	11PR/PR02	70,111.00	0.00	0.00	70,111.00	0.00
Lotterywest Grant $1,000,000 claim 2	Recreation & Cultural Centre	11PR/PR02	513,788.11	0.00	0.00	513,788.11	0.00
Lotterywest Grant $1,000,000 claim 3	Recreation & Cultural Centre	11PR/PR02	225,203.89	0.00	0.00	225,203.89	0.00
Lotterywest Grant $1,000,000 - final claim 4	Recreation & Cultural Centre	11PR/PR02	190,897.00	0.00	0.00	190,897.00	0.00
Dept of Sport & Rec $350,000 claim 1st 25%	Recreation & Cultural Centre	11PR/PR03	87,500.00	0.00	87,500.00	0.00	0.00
Dept of Sport & Rec $350,000 claim 2nd 50%	Recreation & Cultural Centre	11PR/PR03	175,000.00	0.00	0.00	175,000.00	0.00
Bendigo Bank-Pingelly Community Financial Services	Recreation & Cultural Centre	11PR/PR04	100,000.00	0.00	0.00	100,000.00	0.00
Pingelly Times	Recreation & Cultural Centre	11PR/PR05	10,000.00	0.00	0.00	10,000.00	0.00
Contributions Other	Recreation & Cultural Centre	11PR/PR10	1,408.63	0.00	1,408.63	0.00	0.00
CBH Contribution Grass Roots Fund -playground	Recreation & Cultural Centre	11PR/PR11	10,000.00	0.00	0.00	0.00	10,000.00
Forestry Products Commission	Recreation & Cultural Centre	11PR/PR12	20,000.00	0.00	0.00	20,000.00	0.00
Unspent Loan 123 - TD01	Recreation & Cultural Centre	1703	1,008,446.32	0.00	0.00	1,008,446.32	0.00
Unspent Loan 123 - TD01 Funds in Muni Funds	Recreation & Cultural Centre	1703	500,000.00	0.00	161,980.70	338,019.30	0.00
Unspent Loan 123 - interest TD01 in Muni	Recreation & Cultural Centre	1703	110,359.46	0.00	45,169.26	65,190.20	0.00
Unspent Loan 123 in Muni Fund -TD02	Recreation & Cultural Centre	1703	500,000.00	0.00	500,000.00	0.00	0.00
Unspent Loan 123 in Muni Fund interest TD02	Recreation & Cultural Centre	1703	20,509.36	0.00	20,509.36	0.00	0.00
Unspent Loan 123 - TD03	Recreation & Cultural Centre	1703	504,432.90	0.00	0.00	504,432.90	0.00
WATC Short Loan Term Facility PRACC	Recreation & Cultural Centre	1703	500,000.00	0.00	0.00	4,992.19	495,007.81
Main Roads Bullaring rd Bridge Funding 18/19 c/fwd	Transport	1250	168,000.00	0.00	0.00	0.00	168,000.00
Aware Grant LEMC emergency exercise funds	Law Order Public Safety	0522	10,000.00	0.00	0.00	8,666.63	1,333.37
DLGC PRACC Comm Dev Grant	Economic Services	1333/1398	18,000.00	0.00	0.00	10,000.00	8,000.00
Sub Total					1,840,970.62	7,354,622.68	803,457.43
Total Restricted Grant Funds							**803,457.43**
Available Cash		**GL/Job Account**	**Interest Rate**	**Term**	**Maturing**		**Balance**
Municipal Bank	Muni Fund Bank	0111	Variable	Ongoing	N.A.		628,804.79
Municipal Bank	Till Float SES	0112					50.00
Municipal Bank	Till Float	0113					200.00
Municipal Bank	Petty Cash on hand	0114					500.00
Total Cash							629,554.79
Less Restricted Cash							(803,457.43)
Total Unrestricted Cash							**(173,902.64)**

Attachment 6

15.2 Accounts Paid by Authority – May 2018

List of Accounts

Attachment 7

16.3 RFT4-2017/18 - Sale of Surplus Items

List of Assets Sold and for Sale

Successful Tenders

Shire of Pingelly - Tender RFT4 - 2017/18

Tender - closed at 12:00pm on Wednesday 16 May 2018.

Item	Location	Description	Make/Model	Serial No	Tendered Price inc GST	Successful Tenderer
001	Depot	2 Roller Doors			$25.00 each	Keith Burgham
002	Depot	Grey Steel Box wood lined				
003	Depot	Roof Tiles Terracotta Ridge Cap			pallet $10.00	Joe Carlucci
004	Depot	Roof Tiles Flat and Ridge Cap			pallet $10.00	Keith Burgham
005	Depot	40 Plus Old Railway Sleepers			each $10.00	Tom Freebrian
006	Depot	Roof Tiles Flat			pallet $10.00	Ballot winner - Andrew Marshall
007	Depot	Roof Tiles Flat			pallet	
008	Depot	Roof Tiles Flat			pallet	
009	Depot	Roof Tiles Terracotta Ridge Cap			pallet $10.00	Joe Carlucci
010	Depot	Stainless Steel Kitchen Sink and drainer 1530 mm long				
011	Depot	Steel Frames			$10.00	Caleb Passmore
012	Depot	Steel Cage for ute			$25.00	Jason Dawes
013	Depot	Stack of Timber beams			stack $20.00	Ballot Winner Jason Dawes
014	Depot	Stack of Timber beams			stack $20.00	Ballot Winner Allan Bell
015	Depot	20 Treated Pine Post and Rail			each $5.00	Ballot Winner Mel Jetta
016	Depot	Steel Trolley				
017	Depot	2 x Glass Windows with wooden frame	920mm x 1120mm & 1100mm x 1560mm		each	
018	Depot	Two-way radio aerial and cable				
019	Depot	Stihl Chainsaw	230C		$50.00	Jason Dawes
020	Depot	2 Swing Doors				
021	Depot	2 Dog Beds			each $10.00	Tom Freebairn
022	Depot	5 Chairs steel fame				
023	Depot	Fiberglass Playground Slide				
024	Depot	Excavator Bucket 750mm			$20.00	Lisa Boddy
025	Depot	2 Vehicle Access gates 4550mm long by 1750mm high			$20.00	Shane Winyard
026	Depot	2 Fire Hose Reels with hose			$103.00	Cos Cutri
027	Depot	Jib to suit loader not load rated			$40.00	Tom Freebairn
028	Depot	Motoristed concrete bull float			$100.00	Keith Burgham
029	Depot	3PH 3" Stalker Pump with electric motor				
030	Depot	Mobile air compressor	Ingersoll-Rand		$100.00	Caleb Passmore
031	Depot	Old Galvanized custom orb sheeting various lengths			stack $40.00	Allan Bell
032	Depot	Free Standing Stove top & Fan Forced Oven	Chef Solitaire		$5.00	Shane Winyard
033	Depot	Assorted two-way radios	Bushfire Analogue			
034	Depot	Stone Spreader Box for 8 tonne truck	Manufactured in Cuballing			
035	Office	AdaSound -70s style PA System	PEM 3M	980472		
036	Office	13 Office Telephones	NEC	COMMANDER Phone Systems		
037	Depot	Yamaha Electric Organ	B-35NF	4151		
038	Depot	Toyota Ute	Hilux	1995	$850.00	Ian Steel
039	Depot	Wooden Bookshelf 1400mm high by 1200mm wide			$10.00	Joe Carlucci
040	Depot	Simpson Top loading Washing Machine	5.5 Load capacity		$10.00	Shane Winyard
041	Depot	2 Desk Telephones	Telstra Access 35 and Uniden 900MHz			
042	Depot	Folding Wall Table	White Finish			

Attachment 8

16.6 Proposed Non Commercial Motorcycle Activity

Brookton Pony Express Emergency Risk Management Plan

Willie Thomson
Dirt High Promotions

Unit 1/17 Canvale Road Canning Vale 6155
Ph: 9455 2359
Fax: 9456 3179

Wt1@bigpond.com
willie@ttautoservices.com

Brookton Pony Express
2018

Emergency and Risk Management Plan

Contents

Detailed Emergency Management Plans and Requirements

Appendices

Date of the Event:

04th and 05th August 2018

Name of Event: **Brookton Pony Express**

Location of Event: **Lot 1040 Jingaring Road, Kweda**

Organiser: **Willie Thomson**
Lot 34 Kowin Court Cardup 6122
Ph: 0438360570

Insurance: The event organizer is to ensure that adequate and comprehensive insurance coverage is provided for the event and all aspects of the event, including structural liability, personal injury for spectators and competitors to the satisfaction of the landowner or his agent.

Attachments:

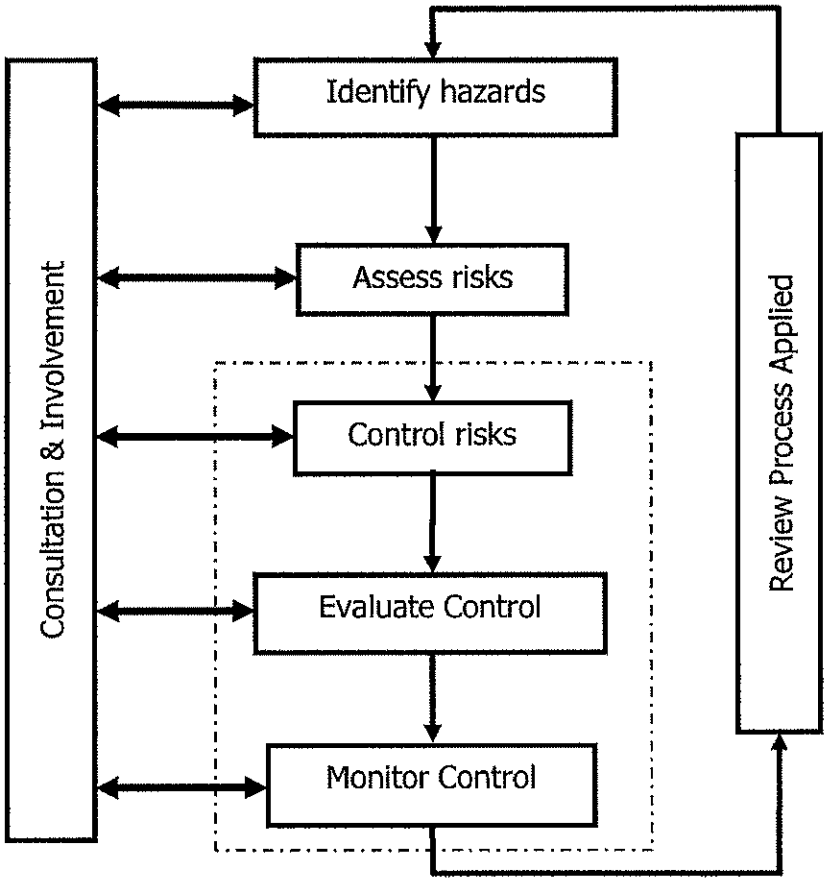
Event Details:

This event is a permitted Motorcycling Australia event and is conducted as per the regulations and rules laid down in the Manual for Motorcycle Sport. Officials from the Affiliated State Controlling Body (MAWA) will be at the event both before and during to oversee the setup and running.

Risk Management Process

The Risk Management process involves the Identification of Hazards and Impacts, the Assessment of their associated risks, the conception, development and implementation of risk control measures, the evaluation of the implemented risk control measures, the ongoing monitoring of the risk control measures and the review of the risk management activity applied to the Hazards and Impacts. Providing for consultation and involvement of interested parties throughout this process is critical to the successful reduction of health, safety and environment risks.

The philosophy and methods of emergency risk management are a blend of traditional emergency management and the risk management approaches outlined in AS/NZS ISO 31000:2009 Risk management.



DETAILED EMERGENCY & RISK MANAGEMENT PLANS & REQUIREMENTS:

Building & Structural Integrity:

Any structure greater than 25sqm, require Council approval prior to any works being carried out on the site. Structures which are constructed during the event will be portable sun shade type of structures. All structures must be firmly secured using pegs. All portable structures will be inspected prior to the running of the event and at regular intervals to ensure that the safety of people under or near them is not jeopardised.

Risk	Cause	Risk Mitigation/Control	Responsibility
Injury or loss of human life. Damage to assets, resources, amenities or any other property.	(1) Structural collapse. (2)Dangerous structure or development. (3)Unlawful or unauthorized structure or development. (4)Dangerous or reckless behaviour.	(1) Council approval received as requirements for portable structures. (2) All structures are required to be constructed, assembled and used in accordance with the manufacturers guidelines and all relevant statutory or regulated standards and safety requirements (3) All structures are required to be occupied or used in a safe manner. (4) Natural or unforeseen causes.	Event organiser. Display holders and all other entertainment providers. Local Government.

Camping:

Overnight camping by competitors may only be permitted if authorised by the event organisers. Security personnel will be available for the duration of the event.

Risk	Cause	Risk Mitigation/Control	Responsibility
Fire incident. Health & hygiene related incidents. Traffic incidents. Personal injury.	As defined in specific incident related plans.	As defined in specific incident related plans.	As defined in specific incident related plans.
Anti social, dangerous or reckless behaviour	(1) Excess consumption of alcohol. (2) Use of mind altering substances. (3) Associated with dangerous or reckless use of motor vehicles. (4) Other more complex social or personal issues.	(1) Diffuse situation by peer group or security personnel. (2) Removal of offenders from venue. (3) Arrest and charges by WA Police for more serious offences.	Event organizer Event security WA Police

Competitors Safety:

Event competitors expect to operate in an environment as safe as practicable considering the nature of the event. It is the responsibility of the event organizers to ensure that adequate signage and barriers are provided to separate spectators from the competitors and competition areas. "Competitor only" areas are to be clearly sign posted and supervised

All competitors will attend a riders briefing prior to the event where all rules and safety requirement will be explained in detail. All riders are required to wear approved safety equipment including but not limited to motorcycle boots, goggles, chest guard, pants, long sleeved shirt and helmets which are designed to the required Australian Standard (AS 1698:2006). Helmets must display the Australian Standard sticker and pass a visual inspection.

All motor cycles will be inspected prior to the event to ensure that they are in a satisfactory condition. All machine examiners shall have the required qualifications.

Risk	Cause	Risk Mitigation/Control	Responsibility
Injury to competitor.	(1) Competition injury. (2) Anti social behaviour. (3) Natural causes. (4) Traffic Incident. (5) Unsafe behaviour.	(1) Medical assessment and first aid treatment. (2) Medical evacuation. (3) Appropriate personal protection and safety equipment. (4) Discretionary precautions by competitor in relation to the event and competition (5) Signage and supervision provided to exclude access by spectators to competition areas and other areas as required. (6) The consumption of alcohol or any other mind altering substance by competitors before or during competition is prohibited.	(1) St John Ambulance (Aust). (2) Competitor. (3) Event Organiser.

Dust Control:

Due to the inherent weather conditions experienced in the region, particularly relating to easterly winds, dust control measures will be required to be undertaken, and will require the track and any competition area to be maintained in a damp condition as to reduce the creation of excess dust within the venue. A sufficient supply of water will be available through the property water supply and water trucks.

Risk	Cause	Risk Mitigation/Control	Responsibility
Dust causing health and visibility problems	(1) Dry ground conditions. (2) Wind conditions. (3) Land use.	Maintain arena and competition areas in a state of dampness by providing a supply of water and an appropriate vehicle fitted with spray bars or watering devices.	Event organiser
Dust causing visibility concerns	(1) Dry ground conditions.	Maintain arena and competition areas in a	Event organiser

on nearby roads.	(2) Wind conditions. (3) Land use.	state of dampness by providing a supply of water and an appropriate vehicle fitted with spray bars or watering devices.	

Electricity Supplies:

There is no mains power available at the venue. All power will be 240 volts supplied by generators which will be located within the venue.

Footnotes:

(1) All Electrical works and installations are to be undertaken by a licensed Electrician.

(2) During the hours of darkness all event staff, security personnel and emergency services personnel will be required to carry a torch.

Risk	Cause	Risk Mitigation/Control	Responsibility
Death or injury from electrocution.	(1) Unsafe practices. (2) Unsafe installation. (3) Faulty power source. (4) Faulty power leads. (5) Unsafe behaviour. (6) Inappropriate power leads or power source location. (7) Power overload.	(1) Compliance with safety standards. (2) Compliance with manufacturer's specifications. (3) Safe and appropriate location of power leads. (4) Safe and appropriate location of power sources. (5) All associated equipment and leads to be maintained in a safe and operable condition. (6) Appropriate signage or warning labels to be displayed. (7) All generators and appliances to be "in test" date. (8) Generators to be shut down for refuelling. (9) All portable electrical equipment to be inspected and tested as per AS3760:2003	Event Organiser
Causing a grass / scrub fire.	(1) Unsafe practices. (2) Unsafe installation. (3) Faulty power source. (4) Faulty power leads. (5) Unsafe behaviour. (6) Inappropriate power leads or power source location. (7) Power overload	(1) Compliance with safety standards. (2) Compliance with manufacturer's specifications. (3) Safe and appropriate location of power leads. (4) Safe and appropriate location of power sources. (5) All associated equipment and leads to be maintained in a safe and operable condition. (6) Appropriate signage or warning labels to be	Event Organiser

		displayed. (7) All generators and appliances to be "in test" date. (8) Appropriate fire appliances to be readily available, in date and manned. (9) Generators to be shut down for refuelling.	
Causing a fire within a facility or structure.	(1) Unsafe practices. (2) Unsafe installation. (3) Faulty power source. (4) Faulty power leads. (5) Unsafe behaviour. (6) Inappropriate power lead or power source location. (7) Poor connections, (8) Unsafe use. (9) Faulty appliances. (10) Power overload	(1) Compliance with safety standards. (2) Compliance with manufacturer's specifications. (3) Safe and appropriate location of power leads. (4) Safe and appropriate location of power sources. (5) All associated equipment and leads to be maintained in a safe and operable condition. (6) Appropriate signage or warning labels to be displayed. (7) All generators and appliances to be "in test" date. (8) Appropriate fire appliances to be readily available, in date and manned. (9) All facilities and assets are to be fitted with in date fire extinguishers. (10) Generators to be shut down for refuelling.	Event Organiser. Vendors, Asset controllers.
Emergency Power Supply.	Total loss of power.	In the event of a total power loss, priority will be given to, in order: (1) Restore communications. (2) Restore lighting.	Event Organiser.

Environmental Conditions:

Due to the location of the venue, nature of the event, topography of the land, prevailing weather conditions and soil type, consideration and implementation of environmental management conditions is required. On completion of the event, the event organiser shall ensure that the land is returned back to its previous condition so far as practicable. Disposable rubbish bags will be provided to all competitors upon arriving at the event to place their personnel rubbish into.

Risk	Cause	Risk Mitigation/Control	Responsibility
Land Degradation and	(1) Nature of event. (2) Nature and condition	(1) Restoration of land after the event.	Event Organiser.

Soil Erosion.	of the land and prevailing weather conditions.	(2) Sound land use practices.	Land owner.
Human effluent disposal.	(1) Numbers of people attending event. (2) The number and type of ablution facilities provided.	In accordance with "Toilet Facilities Risk Plan".	Event Organiser.
Pollution and health related risks from the storage of; (1) Hazardous materials, (2) Dangerous goods	Storage, use and disposal of flammable, perishable materials and dangerous goods.	(2) All hazardous materials or Dangerous goods are to be stored, used and disposed of in accordance with the relevant regulations and specifications.	Event Organiser.

Emergency Evacuation:

In the event that the property, site or venue needs to be evacuated, there is a need to provide guidelines for a safe and orderly evacuation from the site. A decision to evacuate the site will generally be made by the senior WA Police Officer on site, the Event Organiser or the senior member of a recognized Emergency Service Organisation such as FESA Fire Services or the State Emergency Service, or a combination of these agencies and individuals. The reason to evacuate will generally be in relation to an incident or event not directly linked with the event such as the site being under imminent threat from a Bush Fire, Severe Storm.

There may be other reasons for evacuation as determined by the relevant Incident Controller or Hazard Management Authority. As displayed on the site plan, an evacuation will generally be made to the west of the site where Evacuation and Traffic Management can be more easily controlled and defined. The overall responsibility for Traffic management off site will be WA Police and Traffic Management on site will be undertaken by FESA SES or Fire Services personnel assisted by event staff. After all spectators have been evacuated from the site the highest priority should be given to evacuating all livestock and any other animal from the site.

Evacuation procedures shall be communicated to all personnel attending the event via the PA system provided for race commentary.
The event organiser will ensure adequate lighting is available for personnel in attendance during the evenings.

Risk	Cause	Risk Mitigation/Control	Responsibility
Threat to Human life - Death or injury.	(1) Bushfire. (2) Cyclone. (3) Severe or extreme weather conditions. (4) Hazardous Materials incident. (5) Threat or Act of Terrorism. (6) Other reasons as determined by a specific Hazard Management Authority	(1) Determine threat effect. (2) Decision to; (a) Evacuate the Site. (b) Provide incident response & control. (c) Check for a suitable refuge. (3) Communicate decision. (4) Prepare to evacuate site. (5) Supervise orderly evacuation. (6) Inspect and ensure site clear of all unauthorized persons.	Event Organiser. WA Police. Hazard Management Authorities.

Confusion in Evacuation. Traffic Incidents. Excessive time to evacuate.	(1)Failure to communicate decision clearly. (2) Inadequate signage. (3) Inadequate supervision. (4) Inadequate evacuation planning. (5) Insufficient or incorrect parking and traffic control. (6) Insufficient available human resources. (7) Human factors such as fear, lack of consideration or thought for others, physical disability. (8) Mechanical failure.	(1) Determine threat direction. (2) Determine threat timing. (3) Clearly Communicate decision. (4) Adequate human resources to supervise and control evacuation. (5) Resources deployed in the correct location to supervise and control evacuation. (6) Traffic control personnel to ensure exit routes remain clear of obstacles. (7) Equipment available to create exit routes if required.	Event Organiser. WA Police. Hazard Management Authorities.

Fencing, Gates and Lighting

For the safety of spectators, staff and members of the public, there is a need to establish barriers to separate the public from competitors and some attractions, therefore the following requirements are to be established and maintained.

Risk	Cause	Risk Mitigation/Control	Responsibility
Personal injury, Damage to assets.	(1) Inadequate or insufficient protective barriers and fences to separate spectators from competitors. (2) Damaged or unattended gates, fences or barriers to restrict access to the competition area. (3) Unsecured livestock permitted to wander at large throughout the venue. (4) Poor or inadequate lighting	(1) Provide and maintain protective barriers, fencing and gates at least 3 meters from the competition area to separate spectators and competitors in accordance with recognized regulations and standards. (2) Maintain all barriers, fences and gates as to a condition and standard as to separate spectators and competitors. (3) All access gates to the competition area are to be manned and supervised during competition events. (4) All livestock holding facility gates are to be secured whilst livestock are held in the facility. (5) Check the condition of all barriers, fences and gates prior to the running of an event, and repair or rectify damage as required. (6) Portable lighting will be supplied and maintained	Event Organiser. Event Staff

		to ensure all areas have adequate lighting.	

Food Facilities:

There will be a number of food vendors operating on site during the event, these vendors will need to be identified to comply with all food safety and food standards requirements and other requirements as determined by the Health (Food Hygiene) Regulations and Councils Environmental Health Services.

Risk	Cause	Risk Mitigation/Control	Responsibility
Food poisoning.	(1) Poor hygiene standards. (2) Contaminated food. (3) Inappropriate cooking or refrigeration temperatures. (4) Exposure of food to wind, sun and other environmental conditions.	(1) Ensure all food vendors are licensed and comply with all food safety standards and requirements. (2) Identify and close down offending or suspect vendor. (3) Ensure all food is prepared, displayed and stored in hygienic conditions. (4) Ensure all food is prepared, displayed and stored at the correct temperature. (5) Alert first aid post and ensure appropriate medical requirements are undertaken. (6) Report incident to the Councils Environmental Health Services for investigation.	Individual Food Vendors: Event Organiser:; Councils Environmental Health Services: St John Ambulance (Aust).

Fire Management:

The following plans and information are provided as an enforceable guideline. Under no circumstance will open fires be allowed during the duration of the event. The local fire service shall be available to ensure immediate control of any fire observed.

Risk	Cause	Risk Mitigation/Control	Responsibility
Personal injury, burns or loss of life. (1) Grass or scrub fire. (2) Gas fire or explosion. (3) Motor Vehicle fire. (4) Structural fire. Loss of structure or assets.	(1) The willful, unauthorised and unlawful starting of a fire or fires. (2) Careless, reckless and dangerous behaviour. (3) Motor vehicle or related incident; collision, brakes, catalytic converter, faulty electrical or mechanical	(1) Fire and emergency services are to be called out or advised on the outbreak of any fire. (2) Attendance at all times by at least one major fire appliance during periods of high, very high or extreme fire danger. (3) Advise and arrange availability of fire appliances with local fire brigades.	Event Organiser. Senior Fire Services Officer. Event security. Event staff. Land Owner / Controller

Spread of fire to adjoining and other lands. Livestock injury, burns and death. Property loss from a major bushfire incident	components. (4) Fault, failure or breakdown of infrastructure, appliances, utilities, services and supplies. (6) Extreme weather conditions (lightning strike). (7) Natural or unforeseen causes. (8) Failure to immediately extinguish a fire or cool a heat source. (9) Failure to maintain control of a fire. (10) Lack of fire fighting appliances, extinguishers or adequate fire planning.	Senior fire services officer on site. (4) All flammable and hazardous materials or dangerous goods are to be stored, used and disposed of in accordance with the relevant regulations, statutes and specifications. (5) In the event of a major fire incident, evacuation is to be considered and planned for. (6) Adequate and sustainable supply of water for fire fighting purposes.	Spectators & visitors.
Spread of fire from adjoining properties and other lands.	(1) The willful, unauthorised and unlawful starting of a fire or fires. (2) Inadequate fire breaks or fire hazard reduction works. (3) Motor vehicle, mechanical or transport related incident. (4) Fault, failure or breakdown of infrastructure, utilities and services. (5) Extreme weather conditions (lightning strike, wind strength & direction). (6) Natural or unforeseen causes. (7) Failure to immediately extinguish a fire or cool a heat source. (8) Failure to maintain control of a fire. (9) Lack of fire fighting appliances, extinguishers or adequate fire planning.	(1) Fire and emergency services are to advise the event organizer of the outbreak of any fire which may threaten the event, and thereafter maintain communication with the event organiser. (2) Adherence to and enforcement of all fire regulations and statutes applicable to the event, infrastructure and assets. (3) Attendance of fire services as required by the nature, proximity and size of the fire. (4) If the threat of fire is determined as imminent or severe, the Senior Fire Services or Police Officer on site or by advice or direction received from the Fire Incident Controller may instruct the event organizer to cause a cancellation or evacuation of the event, venue or land. (6) All flammable and hazardous materials or dangerous goods are to be stored, used and disposed of in accordance with the relevant	Fire Service agencies & authorities. Event Organiser. Senior Fire Services Officer. Event security. Event staff. Land Owner / Controller Spectators & visitors.

		regulations, statutes and specifications. (11) Adequate and sustainable supply of water for fire fighting purposes.	

First Aid and Ambulance Support:

The nature of this event has inherent risks, particularly to competitors, for the safety, medical wellbeing and health of all participants and competitors, there is a requirement to establish a first aid posts at the venue. There is also sun and heat related health risks, these are reduced by personnel protection precautions; however consideration by event organisers is also required.

During the running of any high risk event, it is strongly recommended that an Ambulance be located on the site, or on immediate standby to attend the site. An Ambulance will be on site during the running of this event.

Risk	Cause	Risk Mitigation/Control	Responsibility
Life threatening injuries, medical condition or death.	(1) Competition related incident. (2) Traffic incident. (3) Reckless, dangerous or anti social behaviour. (4) Sun & heat exposure. (5) Alcohol or drug related condition. (6) Natural causes or existing medical condition. (7) Failure to take precautionary measures and personal protection measures. (8) Failure to adhere with signage and directions. (9) Natural and unforeseen risks.	(1) Take all reasonable measures to remove or reduce the risk. (2) Provision of a first aid post and ambulance support. (3) Undertake personal protective measures such as required safety equipment, appropriate clothing, sunscreen, hat, consumption of water. (4) Adherence to posted signs and warnings and compliance with directions given by staff, venue security and emergency services personnel. (5) Remove, rectify, modify or provide direction on any identified risk or threat.	Event organiser. Individual competitors. Spectators. St John Ambulance (Aust)
Minor injuries or medical condition.	(1) Competition related incident. (2) Traffic incident. (3) Reckless, dangerous or anti social behaviour. (4) Sun & heat exposure. (5) Alcohol or drug related condition. (6) Natural causes or existing medical condition. (7) Failure to take precautionary measures and personal protection measures.	(1) Take all reasonable measures to remove or reduce the risk or threat. (2) Accept the risk. (3) Provision of a first aid post and ambulance support. (4) Undertake personal protective measures such as required safety equipment, appropriate clothing, sunscreen, hat, consumption of water. (5) Adherence to posted signs and warnings and compliance with directions	Event organiser. Individual competitors. Spectators. St John Ambulance (Aust)

	(8) Failure to adhere with signage and directions. (9) Natural and unforeseen risks.	given by staff, venue security and emergency services personnel. (6) Remove, rectify, modify or provide direction on any identified risk or threat.	
Routine first aid attendance and treatment.	(1) Failure to take precautionary measures and personal protection measures. (2) Failure to adhere with signage and directions. (3) Natural and unforeseen risks. (4) Reckless or anti social behaviour or practice.	(1) Accept the risk. (2) Provision of a first aid post. (3) Undertake personal protective measures such as appropriate clothing, sunscreen, hat, consumption of water. (4) Adherence to posted signs and warnings and compliance with directions given by staff, venue security and emergency services personnel. (5) Remove, rectify, modify or provide direction on any identified risk or threat.	Event organiser. Individual competitors. Spectators. St John Ambulance (Aust)
Medical & first aid protocol.	Injury, illness or medical condition.	(1) Provide immediate first aid as required. (2) Provide referral or immediate transport to the nearest medical facility or hospital. (3) In the event of a serious life threatening injury, air support is to be requested and a marked helicopter landing point is to be established on the adjoining land directly to the north of the venue.	Event organiser. Individual competitors. Spectators. St John Ambulance (Aust) FESA

Parking:

Spectator & Competitor parking areas and locations are identified on the site plan and are to be established and supervised in accordance with the site plan.

Risk	Cause	Risk Mitigation/Control	Responsibility
Fire. Motor vehicle incidents. Reduced parking capacity. Evacuation access points congested or	(1) Vehicle brakes & catalytic converters. (2) Reckless, dangerous or alcohol related behaviour. (3) Poor or inadequate parking supervision, planning or direction.	(1) Designated parking areas to be grazed or slashed and free of grasses or flammable materials above 10 centimetres in height. (2) Vehicle parking to be in accordance with the approved site plan. (3) Planned, co ordinate and supervised parking	Event organizer. Event staff / security. Parking co-ordinator & teams.

blocked. Volunteer Parking assistant impacted by moving vehicle		operations. (4) Clear access to evacuation points to be maintained at all times. (5) Adequate numbers of personnel supplied to provide parking direction and support.	

Security:

The event organiser is to ensure that adequate private security personnel are employed and will be responsible for crowd control, crowd behaviour and ensuring that spectators and visitors to the event behave in an orderly and safe manner. Security personnel will be responsible for the eviction of any person or persons determined as acting in a manner as to endanger the safety and well being of others, disturbing the entertainment and amenity of other persons or as determined by the event organiser. WA Police are only to be called upon if an incident or situation is determined as serious or an incident is escalating beyond the control of organized security or management, or if a public officer or emergency services person is prevented from undertaking a statutory or regulatory duty.

Risk	Cause	Risk Mitigation/Control	Responsibility
Minor or low level incidents which would include; (1) Assault not occasioning harm. (2) Traffic and motor vehicle incidents within the property with no serious damage. (3) Reckless behaviour (4) Unlawful entry. (5) Evicting offending persons. (6) Anti social behaviour	(1) Anti social behaviour. (2) Unsafe behaviour. (3) Failure to obey signage and directions. (4) Excess consumption of alcohol or use of drugs. (5) Minor incidents associated with the reckless use of motor vehicles on the property. (6) Other more complex social or personal issues. (7) Or any other incident as determined by the event organizer or senior private security person on site.	(1) WA Police are to be advised of the event and briefed by the event organizer prior to the running of the event. (2) Diffuse situation by peer group or security personnel. (3) Removal of offenders from venue. (4) Request WA Police presence on site if it is anticipated that an incident will escalate beyond the control of event organizer, staff and private security.	Event organizer. Event staff. Event security. WA Police.
Serious incidents which would include (1) any criminal act. (2) Dangerous behaviour. (3) Serious MV incidents. (4) Assault	(1) Anti social behaviour. (2) Unsafe behaviour. (3) Failure to obey signage and directions. (4) Excess consumption of alcohol or use of	(1) WA Police are to be advised of the event and briefed by the event organizer prior to the running of the event. (2) Event organiser, private security personnel, emergency services persons are	Event organizer. Event staff. Event security. WA Police.

occasioning harm. (5) Animal cruelty. (6) Drug related matters. (7) Escalating civil disturbance.	drugs. (5) Incidents associated with the dangerous use of motor vehicles on the property or in public places. (6) Incidents associated with the unlawful, reckless or dangerous use of motor vehicles in public places. (7) Other more complex social or personal issues. (8) Theft or unlawful use of another person's property. (8) Or any other incident, event, cause or effect as determined by a WA Police Officer.	request WA Police presence at the site with details of an incident. (3) Arrest and charges by WA Police for more serious offences.	

Spectators:

Motorcycle Racing and associated events are generally a low risk activity for spectators, the predominant exposure to any risk will be from external or indirect sources such as, fire, traffic management incidents, which are covered in other areas of this plan. To assist and provide guidance in the area;

(a) Event organisers are to ensure adequate signage is provided to separate spectators from the competition arena. Competitors only" areas or any other area as determined by the event organizers or property owner as being an unacceptable or unnecessary risk to spectators or any other person.

(b) Spectators are to be advised and made aware that Motorcycling and associated sports may pose a risk and that all care and precautions should be taken, in particular:

(1) Spectators are not permitted to enter any area marked as "Competitors" or Staff Only".

(2) Parents must ensure children are supervised at all times

(3) Hats, appropriate clothing and sunscreen should be used at all times during daylight hours to reduce the effects of sun & heat exposure and to reduce the chances of exposure to skin cancer.

(4) Adequate supplies of water should be kept and consumed to avoid the effects of heat and sun.

(5) Any person intoxicated or acting in a manner endangering other people or acting in a manner determined as "anti social behaviour" will be removed from the event and venue and may be dealt with by WA Police.

Risk	Cause	Risk Mitigation/Control	Responsibility
Exposure, Sunstroke, Heatstroke or Sunburn.	(1) Excessive exposure to environmental elements. (2) Inadequate personal protection measures. (3) Unexpected or	(1) Undertake adequate personal protection measures such as; appropriate clothing, hat, sunscreen, drinking water and shelter.	(1) Individual spectators (2) St John Ambulance (Aust)

	adverse weather conditions.	(2) Attend first aid post for diagnosis and treatment. (3) Attend medical facility. (4) Drinking fluids available from food facilities.	(3) Event organiser
(1) Injury to unsupervised children. (2) Search for lost child. (3) Children wandering at large and in competition area.	Failure to adequately supervise children.	(1) Parent or guardian to provide strict and constant supervision of children. (2) Provision of adequate and appropriate signage. (3) Attendance at First Aid facility. (4) Provision of adequate fencing and briefing to event staff members. (5) Undertake Land search if required.	(1) Parent or guardian. (2) St John Ambulance (Aust) (3) Event organizer (4) WA Police/SES
1) Injury to spectators. (2) Spectator with medical condition.	(1) Traffic Incident. (2) Anti social behaviour. (3) Spectator in restricted area. (4) Natural causes. (5) Unsafe behaviour.	(1) Medical assessment and first aid treatment of injuries. (2) Medical evacuation. (3) Removal or arrest of anti social elements. (4) Signage and supervision provided to exclude access by spectators to competition areas and other areas as required.	(1) Event organizer /security. (2) Spectator (3) WA Police (4) St John Ambulance (Aust).

Toilet Facilities:

Portable toilet facilities will be provided for use by all personnel attending the event. Toilet facilities will be located for easy and safe access for all. Adequate toilet paper will be provided and maintained during the event. Toilets shall be maintained in a clean and hygienic conditioned as far as practicable.

Risk	Cause	Risk Mitigation/Control	Responsibility
(1) Excessive numbers of people waiting to use facilities.	(1) Inadequate number of facilities provided. (2) Facilities poorly located.	(1) Provide numbers of facilities appropriate to the numbers expected at the event. (2) Plan the location of facilities to the land topography, numbers and location of spectators and to the populous areas	Event organizer Councils Environmental Health services.
Contamination of the land by human waste.	(1) Overflowing or full reservoirs. (2) Blocked toilets. (3) Lack of flushing agents. (4) Incorrect location of facilities.	(1) Ensure that the facilities are maintained to a hygienic and the manufacturer standards. (2) Provide numbers of facilities appropriate to the numbers expected at	Event organizer Councils Environmental Health services

	(5) Inadequate numbers of facilities provided, increase use of existing facilities.	the event. (3) Plan the location of facilities to the land topography, numbers and location of spectators and to the populous areas	
Spread of infection, bacteria or disease.	(1) Lack of flushing agents. (2) Lack of anti bacterial and cleaning agents. (3) Failure to adequately maintain or clean facility.	(1) Ensure an adequate supply of toilet paper, cleaning and hygiene products (2) Ensure that the facilities are maintained to a hygienic and the manufacturer's standards. (3) Provision of adequate flushing and cleaning agents.	Event organizer Councils Environmental Health services
Odour pollution.	(1 Lack of flushing agents. (2) Lack of anti bacterial and cleaning agents. (3) Failure to adequately maintain or clean facility.	(1) Ensure an adequate supply of toilet paper, cleaning and hygiene products (2) Ensure that the facilities are maintained to a hygienic and the manufacturer's standards. (3) Provision of adequate flushing and cleaning agents.	Event organizer Councils Environmental Health services
Volunteer Facility Cleaner	Verbal abuse from patrons	(1) Ensure induction from team leader to not engage.	Event Organizer Security Volunteer Team Leader

Traffic Management:

Event organizers may make contact with the WA Police and arrange a site visit with the OIC to establish a traffic management plan for the event.

Risk	Cause	Risk Mitigation/Control	Responsibility
Injury or the loss of life of humans Property damage. Motor vehicle collision on site. Motor vehicle collision on the adjoining highway, entrance and access roads to the property.	(1) Non compliance with provisions of road traffic statutes and regulation. (2) Negligent, dangerous or reckless behaviour. (3) Natural or unforeseen causes. (4) Failure to adequately supervise and direct parking and access operations.	(1) Provision of sufficient and clear signage. (2) Signage established in correct locations to enable adequate visibility and braking distances on the highway and site roads approaches. (3) First aid post located on site. (4) Sufficient staff to manage and supervise	Road users/Drivers / riders. Event organizer. Event staff / security. WA Police.

	(5) Mechanical failure. (6) Inadequate or poorly located signage.	site access and parking operations.	

Volunteer Track Marshals

To ensure the safety of track marshals whilst carrying out their volunteer duties.

Risk	Cause	Mitigation Control	Responsibility
Impact of Volunteer by Motorcycle	Marshal stepping out onto track. Motorcyclist cutting corners onto infield	A) Induction given to all marshals by Race Official B) Induction is documented and signed by Race Official and marshals C) Only safe infield areas allocated to corner marshals D) All marshal to wear Hi-Vis clothing E) Marshals not to leave designated area until relief personnel arrive	Race Officials Marshals Marshals team leader
Marshall dehydration	Long Shift	Welfare delivery Personnel Rotation	Team Leader for Track Marshals

Waste Management:

To ensure that the venue remains clean, free of odours and vermin and relatively free of flies, the following waste management requirements are to be implemented and maintained throughout the event.

Risk	Cause	Risk Mitigation/Control	Responsibility
Litter	(1) Insufficient supply of mobile garbage bins. (2) Location of mobile garbage bins and the skip. (3) Mobile garbage bins not being emptied at regular intervals. (4) Poor human behaviour.	(1) Visitors are responsible for disposing of their rubbish and litter in the bins provided. (2) The site is to be maintained in a clean and litter free condition at all times. (3) The site is to be clear of all litter, rubbish, disused materials and rubbish receptacles within 48 hours of the completion of the event.	Event Organiser Spectators. Security staff.

Water Supply:

An adequate supply of water is to be available at all times and maintained throughout the event.

Risk	Cause	Risk Mitigation/Control	Responsibility
Dehydration of spectators and competitors.	(1) Extreme, adverse or hot weather conditions. (2) Water supply.	(1) Ensure the availability of sufficient water supplies at all times during the event via food vendors.	Event organizer. Spectators.
Fire management.	(1) Extreme, adverse or hot weather conditions. (2) Water supply.	(1) Identify all nearby bulk water supplies for fire fighting purposes. (2) Ensure the availability of sufficient water supplies at all times during the event for fire fighting purposes.	Event organizer. Fire services authorities.
Dust management issues.	(1) Extreme, adverse or hot weather conditions. (2) Water supply.	(1) Ensure the availability of sufficient water supplies. (2) Ensure the availability of appliances to enable the ground to be maintained in a damp condition at all times during competition.	Event organizer.

EMERGENCY & RISK MANAGEMENT CHECKLIST

(a) To be completed by the event organizer.
(b) This checklist is to be completed prior to the event commencing and maintained at the management centre for the duration of the event.

(1)	Planning Application	Date submitted_____	☐
(2)	Planning Approval	Date approved_____	☐
(3)	Building Application / Approval (if applicable)		☐
	Building & Structural Integrity		☐
(4)	Councils Environmental Health Services		☐
	Toilet Facilities		☐
	Camping		☐
	Dust Control Measures		☐
	Potable Water Supplies		☐
	Electricity Supplies		☐
	Environmental & Waste Management Measures		☐
	Food Facilities and Premises		☐
(5)	Councils Ranger Services		☐
	Parking Management Plan		☐
	Livestock Management Plan		☐
	Bio security Management		☐
	Fencing & Gates		☐
(6)	Councils Fire & Emergency Services Officer	(site meeting)	☐
	Emergency & Risk Management Plan		☐
	Emergency Services Response Plan Inc; WASES, Fire Services.		☐
(7)	OIC WA Police	(site meeting)	☐
	Evacuation Management		☐
	Security & Crowd Control Management		☐
	Traffic Management		☐
(8)	First Aid and St John Ambulance Support		☐
(9)	Insurance Coverage		☐
(10)	Weather Forecast		☐

Signed:_____Date completed;_____