

SHIRE OF BROOKTON
ORDINARY COUNCIL MEETING

AGENDA

20 October 2016



9.00 am	PLANT AND WORKS COMMITTEE
12.00 pm	LUNCH
12.30 pm	COUNCIL MEETING
3.30 pm	AFTERNOON TEA
4.00 pm	COUNCIL BRIEFING FORUM
6.00 pm	DINNER

SHIRE OF BROOKTON
ORDINARY COUNCIL MEETING

Dear Councillor,

Notice is hereby given that the Ordinary Meeting of the Brookton Shire Council will be held on Thursday 20 October 2016 in the Council Chambers at the Shire Administration Centre commencing at 12.30 pm.

The business to be transacted is shown in the Agenda.

Dale Stewart
ACTING CHIEF EXECUTIVE OFFICER

20 October 2016

DISCLAIMER

The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Brookton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Brookton for any act, omission or statement or intimation occurring during a Council meeting.

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1.10.16 DECLARATION OF OPENING/ATTENDANCE

Attendance

Elected Members (Voting)

Cr KT Wilkinson
Cr KL Crute
Cr TM Eva
Cr RT Fancote
Cr NC Walker
Cr KH Mills
Cr L Allington

Shire President (Presiding Member)

Staff (Non Voting)

Dale Stewart	Acting Chief Executive Officer
Peter Kocian	Acting Deputy Chief Executive Officer
Carina Whittington	Community Services Manager
Stefan De Beer	Shire Planner
Courtney Fulwood	Acting Executive Support and Administration Officer

2.10.16 ANNOUNCEMENTS OF VISITORS

3.10.16 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

4.10.16 PUBLIC QUESTION TIME

5.10.16 APPLICATIONS FOR LEAVE OF ABSENCE

6.10.16 PETITIONS/DEPUTATIONS/PRESENTATIONS

7.10.16 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

Ordinary Council Meeting held 15 September 2016

8.10.16 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION (Includes Condolences)

9.10.16 DISCLOSURE OF INTERESTS

Disclosure of Financial & Proximity Interests

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

Disclosure of Interest Affecting Impartiality

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

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10.10.16 TECHNICAL & DEVELOPMENT SERVICES REPORTS

Nil

11.10.16 COMMUNITY SERVICES REPORTS

Nil

12.10.16 FINANCE & ADMINISTRATION REPORT

12.10.16.01 LIST OF ACCOUNTS FOR PAYMENT

File No: 4255
Applicant/ Proponent: Not applicable
Subject Land/ Locality: Not applicable
Date: 10/10/2016
Author: Corinne Kemp, Finance Officer
Authorising Officer: Dale Stewart, Chief Executive Officer
Disclosure of Interest from Author: Neither the Author nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion: ☒ Information Purposes - includes items provided to Council for information purposes only, that do not require a decision of Council (i.e. - for 'noting').
Attachments:
1. 12.10.16.01A

OFFICER RECOMMENDATION

That Council note the payments authorised under delegated authority and detailed below and in the List of Accounts 30 September 2016, per the summaries included in Attachment 12.10.16.01A:

To 30 September 2016:

<i>Municipal Account</i>		
Direct Debits	\$	118,755.34
EFT	\$	353,609.54
Cheques	\$	67,868.59
<i>Trust Account</i>	\$	530.00

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

The List of Accounts for payment to 30 September 2016 are presented to Council for inspection.

BACKGROUND

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

COMMENT

Totals of all payments from each of Council's bank accounts are listed below and detailed within Attachment 12.10.16.01A.

To 30 September 2016

Municipal Account

Direct Debits	\$ 118,755.34
EFT	\$ 353,609.54
Cheques	\$ 67,868.59
<i>Trust Account</i>	\$ 530.00

CONSULTATION

No consultation has occurred on the subject matter, nor is any deemed required.

LEGISLATIVE IMPLICATIONS

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

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

There are no financial implications relevant to this report.

STRATEGIC IMPLICATIONS

The Strategic Community Plan has goals number 5 being that the Shire of Brookton will have a good governance and efficient organisation.

SUSTAINABILITY IMPLICATIONS

Environmental

There are no significant identifiable natural or built environmental impacts arising from adoption of the officer's recommendation.

Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That Council refuse to accept the payment listing
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Impact / Consequence	Insignificant (1)
Risk Rating (Prior to Treatment or Control)	Low (1-4)
Principal Risk Theme	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 1 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The List of Accounts for payment to 30 September 2016 are presented to Council for inspection and questions are encouraged of the officers prior to the meeting where practical.

Attachment 12.10.16.01A

SEPTEMBER 2016 LIST OF ACCOUNTS DUE & SUBMITTED TO COUNCIL 20TH OCTOBER 2016				
ATTACHMENT 12.10.16.01A				
Chq/EFT	Date	Name	Description	Amount
1024	21/09/2016	GILL RURAL TRADERS	BOND REFUND FOR HIRE OF COMMUNITY	\$ 330.00
1025	21/09/2016	KA, KL & DM SIMMONS	RATES INCENTIVE PRIZE 16/17 DONATED BY MATTHEWS REALTY	\$ 200.00
			TOTAL TRUST	\$ 530.00
Chq/EFT	Date	Name	Description	Amount
EFT7572	07/09/2016	ABCO PRODUCTS	CLEANING PRODUCTS	\$ 443.94
EFT7573	07/09/2016	AMAZING 50'S CATERING	CATERING FOR COUNCIL MEETING	\$ 300.00
EFT7574	07/09/2016	AUSTRALIA POST	POSTAGE JULY 2016	\$ 215.19
EFT7575	07/09/2016	B & N EYRE BROOKTON NEWSAGENCY	PAPERS & STATIONARY PURCHASES AUGUST 2016	\$ 755.86
EFT7576	07/09/2016	BAPTISTCARE	KALKARNI RESIDENCY MANAGEMENT & OPERATING FEES SEPTEMBER 2016 & END OF YEAR ADJUSTMENTS 2015/2016	\$ 131,030.64
EFT7577	07/09/2016	BEDFORD ARMS HOTEL	ACCOMMODATION 1ST SEPTEMBER 2016 ACEO	\$ 120.00
EFT7578	07/09/2016	BOC GASES	CONTRAINER SERVICE CHARGE & DISSOLVED ACETYLENE	\$ 258.81
EFT7579	07/09/2016	BROOKTON COMMUNITY	COMMUNITY TELEPHONE DIRECTORIES	\$ 65.00
EFT7580	07/09/2016	BROOKTON DELI	CATERING FOR COUNCIL MEETING & AWARD INTERPRETATION TRAINING	\$ 785.50
EFT7581	07/09/2016	BROOKTON PLUMBING	REPLACE FILTER - ADMINISTRATION OFFICE	\$ 209.00
EFT7582	07/09/2016	BW JAMES TRANSPORT	FREIGHT	\$ 298.81
EFT7583	07/09/2016	CARINA WHITTINGTON	REIMBURSEMENT OF REGISTRATION FEES LOCAL INOVATION BLOOM "EDA PROFESSIONAL DEVELOPMENT EVENT"	\$ 85.00
EFT7584	07/09/2016	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$ 430.98
EFT7585	07/09/2016	COOTE MOTORS	SWITCH STARTER	\$ 59.00
EFT7586	07/09/2016	COUNTRY COPIERS	COPIER MONTHLY READING	\$ 724.50
EFT7587	07/09/2016	DFES	2016/17 EMERGENCY SERVICES LEVY QUARTER 1	\$ 15,636.10
EFT7588	07/09/2016	FLICK WASHROOM SERVICES	SANITARY BIN SERVICES 01/08/16 TO 28/02/16	\$ 2,609.46
EFT7589	07/09/2016	GILL RURAL TRADERS	HARDWARE & RURAL SUPPLIES AUGUST 2016	\$ 58,196.05
EFT7590	07/09/2016	HEARTLANDS VET HOSPITAL	PROFESSIONAL SERVICES	\$ 1,338.50
EFT7591	07/09/2016	JASON SIGNMAKERS	NO PARKING STENCIL	\$ 99.00
EFT7592	07/09/2016	JH COMPUTER SERVICES	PORTABLE HARD DRIVE	\$ 198.00
EFT7593	07/09/2016	LANDGATE (DOLA)	RURAL UV'S CHARGEABLE SCHEDULES R2016/7 11/06/16 TO 24/06/16 & SCHEDULE M2016/2 21/06/16 TO 06/07/16	\$ 64.70
EFT7594	07/09/2016	LAWRIES MOWING	GARDENING AND MAINTENANCE AT KALKARNI RESIDENCY AND SADDLEBACK MEDICAL CENTRE	\$ 506.00
EFT7595	07/09/2016	LGRCEU	PAYROLL DEDUCTIONS	\$ 79.05
EFT7596	07/09/2016	LYN KAY	CIRCUIT CLASSES & INDUCTIONS AT BROOKTON ALL HOURS GYM	\$ 330.00

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EFT7597	07/09/2016	PROMPT SAFETY SOLUTIONS	OCCUPATIONAL SAFETY AND HEALTH WORKPLACE LEGISLATIVE REQUIREMENTS AND RISK ASSESSMENT PROCESS INCLUDING ONGOING SUPPORT	\$ 5,445.00
EFT7598	07/09/2016	RESOLUTE AUSTRALIA CIVIL CONTRACTORS PTY LTD	WATER MAIN EXTENSION LOT 391 MONTGOMERY ST	\$ 3,251.88
EFT7599	07/09/2016	SGS	WATER SAMPLES	\$ 309.10
EFT7600	07/09/2016	SHIRE OF BROOKTON	CREDIT CARD PURCHASES AUGUST 2016 INCLUDING WESTNET, SURVEY MONKEY & PUMA	\$ 259.69
EFT7601	07/09/2016	SHIRE OF BROOKTON	MASTERCARD PURCHASES AUGUST 2016 INCLUDING MERCURE HOTEL, PLANNING INSTITUTE & UNITED	\$ 2,257.66
EFT7602	07/09/2016	SHIRE OF BROOKTON SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 225.00
EFT7603	07/09/2016	STEVE DAVIS BUILDER	PAINT BARGEBOARDS, GABLES & FINIALS	\$ 440.00
EFT7604	07/09/2016	TIANCO TRANSPORT	FREIGHT BLUEMETAL	\$ 2,877.73
EFT7605	07/09/2016	WA CONTRACT RANGER SERVICES	RANGER SERVICES 17/08/16 TO 24/08/16	\$ 490.87
EFT7606	07/09/2016	WA LOCAL GOVERNMENT ASSN	WORKPLACE INVESTIGATION, COUNCIL CONNECT MODULES & WALGA CONVENTION REGISTRATIONS	\$ 22,121.28
EFT7607	20/09/2016	AUSTRALIAN TAX COLLEGE	GST INTENSIVE COURSE SFO & FO	\$ 880.00
EFT7608	22/09/2016	ABCO PRODUCTS	CLEANING PRODUCTS	\$ 165.10
EFT7609	22/09/2016	AFGRI EQUIPMENT	ADJUSTER AND COMPRESSION SPRING FOR PM8	\$ 47.64
EFT7610	22/09/2016	ALLINGTON AGRI	2016 WINTER ROAD VERGE SPRAYING	\$ 16,660.00
EFT7611	22/09/2016	AMAZING 50'S CATERING	CATERING FOR COUNCIL MEETING 15/09/16	\$ 330.00
EFT7612	22/09/2016	AUSTRALIA POST	POSTAGE AUGUST 2016	\$ 691.10
EFT7613	22/09/2016	BEDFORD ARMS HOTEL	ACCOMMODATION 13-15 SEPTEMBER 2016 ADCEO	\$ 480.00
EFT7614	22/09/2016	BROOKTON COUNTRY CLUB	ANNUAL SHIRE CONTRIBUTION	\$ 11,000.00
EFT7615	22/09/2016	BROOKTON DELI	CATERING	\$ 480.00
EFT7616	22/09/2016	BROOKTON PLUMBING	REPAIRS & MAINTENANCE ADMINISTRATION BUILDING & PUBLIC TOILETS	\$ 550.00
EFT7617	22/09/2016	BROOKTON TELEGRAPH	ADVERTISING	\$ 130.00
EFT7618	22/09/2016	CARINA WHITTINGTON	TRAVEL REIMBURSEMENT FOR ECONOMIC DEVELOPMENT WORKSHOP	\$ 251.94
EFT7619	22/09/2016	CENTRAL COUNTRY ZONE OF WALGA	ANNUAL SUBSCRIPTION 2016/2017	\$ 4,158.00
EFT7620	22/09/2016	CIVIC LEGAL PTY LTD	SOLICITORS REPRESENTATION LETTER 2015/16	\$ 165.00
EFT7621	22/09/2016	COUNTRY COPIERS	MONTHLY COPIER METER READING	\$ 1,007.79
EFT7622	22/09/2016	COURIER AUSTRALIA	FRIEGHT	\$ 233.20
EFT7623	22/09/2016	GREAT SOUTHERN FUEL SUPPLIES	DIESEL & UNLEADED PETROL PURCHASES AUGUST 2016	\$ 3,119.85
EFT7624	22/09/2016	GREAT SOUTHERN WASTE DISPOSAL	RUBBISH BIN COLLECTION & BROOKTON TIP SITE 26/07/16 TO 30/08/16	\$ 15,444.62
EFT7625	22/09/2016	H RUSHTON & CO	REPAIRS & MAINTENANCE L6, T7, G6 & PT12	\$ 3,807.45
EFT7626	22/09/2016	JILL CAMERON AND ASSOCIATES	A PROJECT TO DEVELOP A REGIONAL MODEL OF GOVERNANCE FOR WHEATBELT ECEC SERVICES	\$ 29,700.00

EFT7627	22/09/2016	JIMS TREE & STUMP REMOVAL	TREE PRUNING	\$ 6,886.55
EFT7628	22/09/2016	LAWRIES MOWING	GARDENING AND MAINTENANCE AT KALKARNI RESIDENCY	\$ 704.00
EFT7629	22/09/2016	NOVUS AUTOGLASS PINGELLY	REPLACE WINDSCREEN 1BO SANTA FE	\$ 450.00
EFT7630	22/09/2016	SGS	SEWERAGE WATER SAMPLING	\$ 176.00
EFT7631	22/09/2016	SHIRE OF BEVERLEY	ENVIRONMENTAL HEALTH ALERT ONLINE FOOD SAFETY TRAINING PROGRAMME	\$ 100.00
EFT7632	22/09/2016	SHIRE OF PINGELLY	LOCAL GOVERNMENT WEEK DINNER	\$ 489.75
EFT7633	22/09/2016	STUMPY'S GATEWAY ROADHOUSE	UNLEADED PETROL	\$ 58.16
EFT7634	22/09/2016	TIANCO TRANSPORT	TRANSPORT BLUEMETAL	\$ 2,608.27
EFT7635	22/09/2016	WHEATBELT ELECTRICS	REPAIR POWER CIRCUIT AND REPLACE FAULTY GPO AT OLD ABLUTION BLOCK	\$ 267.82
EFT7636	22/09/2016	WHEATBELT ORGANISATION OF CHILDREN'S SERVICES	MEMBERSHIP RENEWAL JULY 2016 TO JUNE 2017	\$ 50.00
			TOTAL EFT	\$ 353,609.54

Chq/EFT	Date	Name	Description	Amount
17886	07/09/2016	ATO	BAS TAX LIABILITY AUGUST 2016	\$ 36,875.00
17887	07/09/2016	BUILDING COMMISSION	BUILDING COMMISSION LEVY AUGUST 2016	\$ 56.65
17888	07/09/2016	COLIN YOUNG	RATES REFUND FOR ASSESSMENT A122	\$ 708.54
17889	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 210.00
17890	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 381.03
17891	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 210.00
17892	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 343.53
17893	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 210.00
17894	07/09/2016	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$ 361.30
17895	07/09/2016	SHIRE OF BROOKTON	RUBBISH RATES CARAVAN PARK, UNIT 1 & 2 2 MONGOMERY ST, PAVILION, MEMORIAL HALL, SWIMMING POOL, ADMINISTRATION BUILDING, 10 MARSH AVE, MADISON SQUARE UNITS, MATTHEWS ST UNITS, SADDLEBACK MEDICAL CENTRE	\$ 10,980.00
17896	07/09/2016	TELSTRA CORPORATION	MOBILE TELEPHONE 0429998533	\$ 120.00
17897	20/09/2016	DEPARTMENT OF TRANSPORT	LICENSING 2012 WANST TRAILER FOR 12 MONTHS	\$ 24.75
17898	22/09/2016	BROOKTON HISTORICAL SOCIETY	ANNUAL CONTRIBUTION	\$ 1,776.50
17899	22/09/2016	GE & MG JOHNS	RATES REFUND FOR ASSESSMENT A584	\$ 36.00
17900	22/09/2016	SHIRE OF CUBALLING	CENTRAL COUNTRY ZONE GOLF DAY	\$ 240.00
17901	22/09/2016	SYNERGY	ELECTRICITY SALINITY PUMP, OVAL, DEPOT, MEMORIAL PARK, MEMORIAL HALL, RAILWAY STATION, MADISON SQUARE, ADMINISTRATION BUILDING, MENS SHED, U1 & U2 / 4 MATTHEWS ST, WATER HARVESTING DAM & SEWERAGE POND PUMP & STREETLIGHTS	\$ 9,893.20
17902	22/09/2016	TELSTRA CORPORATION	MOBILE, IPAD, DEPOT, ADMINISTRATION BUILDING & SWIMMING POOL TELEPHONE ACCOUNTS	\$ 1,381.74

17903	22/09/2016	TRUCKLINE	CLUTCH BOOSTER	\$ 155.09
17904	22/09/2016	WATER CORPORATION OF WA	WATER USAGE & SERVICE FEES KALKARNI RESIDENCY, MADISON SQUARE PARK, MEMORIAL HALL, ADMINISTRATION BUILDING, SWIMMING POOL, MEMORIAL PARK, DEPOT, STANDPIPE, MADISON SQUARE, UNIT 1 & 2 / 4 MATTHEWS ST, OVAL, 10 MARSH AVE, U1 & U2 2 MONTGOMERY ST	\$ 3,905.26
			TOTAL CHQ	\$ 67,868.59
			TOTAL MUNICIPAL	\$ 421,478.13

DIRECT DEBITS FOR SEPTEMBER 2016	
SALARIES & WAGES	\$ 101,222.64
MERCHANT FEES	\$ 368.14
SUPERANNUATION	\$ 17,164.56
TOTAL	\$ 118,755.34
TERM DEPOSIT TRANSFERS FOR SEPTEMBER 2016	
RESERVES	NIL
TRUST	NIL
TOTAL	NIL

SHIRE OF BROOKTON CREDIT CARD PURCHASES CEO Creditor Number: 96286		
DATE	DESCRIPTION	AMOUNT
23/8/16	PUMA - PETROL PAV1	\$ 41.79
3/8/16	WESTNET - DEPOT	\$ 49.95
3/8/16	WESTNET - ADMINISTRATION	\$ 139.95
3/8/16	SURVEY MONKEY	\$ 24.00
	CARD FEE	\$ 4.00
	TOTAL	\$ 259.69

SHIRE OF BROOKTON CREDIT CARD PURCHASES DCEO Creditor Number: 96286		
DATE	DESCRIPTION	AMOUNT
4/8/16	PLANNING INSTITUTE AUSTRALIA - TP	\$ 543.20
6/8/16	MERCURE HOTEL - LOCAL GOVERNMENT WEEK ACCOMMODATION	\$ 806.93
6/8/16	MERCURE HOTEL - LOCAL GOVERNMENT WEEK ACCOMMODATION	\$ 861.53
16/8/16	UNITED - PETROL PAV3	\$ 42.00
30/8/16	CARD FEE	\$ 4.00
	TOTAL	\$ 2,257.66

12.10.16.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2016

File No: 4279
Applicant/ Proponent: Not applicable
Subject Land/ Locality: Not applicable
Date: 04/10/2016
Author: Peter Kocian, Acting Deputy Chief Executive Officer
Authorising Officer: Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author: Neither the Author nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion: ☒ Information Purposes - includes items provided to Council for information purposes only, that do not require a decision of Council (i.e. - for 'noting').
Attachments:
1. 12.10.16.02A

OFFICER RECOMMENDATION

That Council receive the Statement of Financial Activity for the period ended 30 September 2016 as presented as Attachment 12.10.16.02A.

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

The Statement of Financial Activity and informing notes for the period ended 30 September 2016 is presented to Council pursuant to Regulation 34 of the *Local Government (Financial Management) Regulations 1996*.

BACKGROUND

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

COMMENT

The Monthly Financial Report for the Period Ended 30 September 2016 has been prepared and is presented to Council as an attachment to this report.

The monthly financial report is based on a template that is widely used by the local government sector in Western Australia and includes information that is typically included in the Annual Budget and Annual Report. Importantly the Statement of Financial Activity reconciles all financial transactions against movement in the Balance Sheet; this is captured in Note 3 Net Current Funding Position.

Shire of Brookton, Agenda Ordinary Meeting of Council, 20 October 2016

The comments on any significant budget variances are provided within Note 9 of the financial statements.

The following pertinent comments are also submitted for Council information:

- The monthly financial report now includes notes on the road program, capital works program and external grants and contributions:
 - The road program details own source expenditure; this is of particular importance to ensure that the Shire is meeting its minimum own source expenditure requirement (called the Reference Amount) to remain eligible for Federal Government Roads to Recovery Funding. The Shire's Reference Amount in 2014/15 was \$293k;
 - The capital works program details the Shire's performance in the clearance of capital works. As at 30 September, the completion rate is 5% indicating that capital projects have substantially yet to commence. This will need to be closely monitored over the year to ensure that capital works are cleared in a timely manner. The full completion of capital works will also ensure that all specific purpose funding for capital projects is expended;
 - The Grants Register captures funding of a restricted nature i.e. funding that is tied to a specific project. This note will help capture all restricted funding at year end and ensure that related projects are captured in the following year's budget to avoid issues with carried forward funding.
- The budgeted carried forward surplus is \$549,058 compared to an actual (unaudited) carried forward surplus of \$572,848. This results in a favourable budget impact of \$23k. This additional surplus will be available to fund any adverse budget movements, new projects or a transfer to Reserve. As this is not a material amount, the variance will be considered in the mid-year budget review.
- At the time of preparing the financial statements, depreciation on fixed assets had yet to be run for the month of September.
- Additional information has been added to note 13 Sewerage Operating Statement. The operating statement now encompasses transfers to and from Reserve. Commentary has also been provided on capital renewal requirements and the need for Council to review the pricing model to ensure that capital replacement costs are being correctly amortised (funded).
- Year to date employee costs are high compared to the year to date and annual budget amounts. A preliminary review of salary and wages has been undertaken identifying approx. \$40k of salaries that was not included in the 2016/17 Budget. This variance (as well as any additional over-run with year to date actuals) will need to be addressed in the mid-year budget review.

CONSULTATION

Consultation with the Acting CEO has occurred on the changes to the monthly financial report. All internal staff have also been provided with a copy of the financial report informing them of the additional notes.

LEGISLATIVE IMPLICATIONS

Section 6.4 of the *Local Government Act 1995*.

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

POLICY IMPLICATIONS

There are no Council Policy implications relative to this issue.

FINANCIAL IMPLICATIONS

As contained in this report and the attached Monthly Financial Report. There are no adverse or material financial variances that have been identified.

STRATEGIC IMPLICATIONS

(Strategic Community Plan (2013 – 2023))

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

(Corporate Business Plan (2016-2020))

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

SUSTAINABILITY IMPLICATIONS

Environmental

There are no significant identifiable natural or built environmental impacts arising from adoption of the officer's recommendation.

Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That the Council does not receive the reports.
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Impact / Consequence	Insignificant (1)
Risk Rating (Prior to Treatment or Control)	Low (1-4)
Principal Risk Theme	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 1 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The Monthly Financial Report for the Period Ended 30 September 2016 is recommended to be received by the Council.

Shire of Brookton
MONTHLY FINANCIAL REPORT
For the Period Ended 30 September 2016

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

General User Input

Local Government Name

Last Year (-2)

Last Year (-1)

Current Year

Current Reporting Period

Start of Current Financial Year

End of Financial Year

Data to appear in the Report

Shire of Brookton
2014-15
2015-16
2016-17
For the Period Ended 30 September 2016
01-Jul-16
30-Jun-17

Material Threshold

Material Amount Income

Material Amount Expenditure

Material Percentage Income

Material Percentage Expenditure

\$10,000
\$10,000
10.00%
10.00%

Material Variances Symbol

Above Budget Expectations

Below Budget Expectations

▲
▼

Shire of Brookton
Monthly Reporting Model
Graph Input Data

Statement of Financial Activity

Month	Operating Expenses Budget 2016-17	Operating Expenses Actual 2016-17	Operating Revenue Budget 2016-17	Operating Revenue Actual 2016-17	Capital Expenses Budget 2016-17	Capital Expenses Actual 2016-17	Capital Revenue Budget 2016-17	Capital Revenue Actual 2016-17
Jul	888,924	540,725	349,615	330,060	59,086	59,393	0	50,000
Aug	1,777,848	1,749,310	1,385,706	1,265,637	69,086	74,959	50,000	50,000
Sep	2,675,245	2,323,456	1,930,906	1,877,505	1,024,604	185,218	334,334	53,895
Oct								
Nov								
Dec								
Jan								
Feb								
Mar								
Apr								
May								
Jun								

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

Note 2 - Net Funding Current Position

Month	Actual 2014-15 \$('000s)	Actual 2015-16 \$('000s)	Actual 2016-17 \$('000s)
Jul	42,756	928,555	252,685
Aug	2,656,250	3,202,878	2,326,820
Sep	2,464,408	2,749,446	2,379,343
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			

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

Note 4 - Rates and Rubbish Collection History

Month	Last Year 2015-16 %	This Year 2016-17 %
Jul	16	56
Aug	13	10
Sep	76	72
Oct		
Nov		
Dec		
Jan		
Feb		
Mar		
Apr		
May		
Jun		

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 September 2016

	Note	Adopted Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Governance		36,054	9,006	4,255	(4,751)	(52.76%)	
General Purpose Funding		1,118,337	279,571	247,090	(32,481)	(11.62%)	▼
Law, Order and Public Safety		34,763	8,682	188	(8,495)	(97.84%)	
Health		2,509	624	847	223	35.78%	
Education and Welfare		3,719,654	929,910	951,487	21,577	2.32%	
Housing		82,562	20,637	19,306	(1,331)	(6.45%)	
Community Amenities		520,003	448,236	406,476	(41,760)	(9.32%)	
Recreation and Culture		177,790	16,188	8,489	(7,699)	(47.56%)	
Transport		978,168	174,752	201,644	26,892	15.39%	▲
Economic Services		87,775	21,939	29,583	7,644	34.84%	
Other Property and Services		165,475	21,361	8,141	(13,220)	(61.89%)	▼
Total (Excluding Rates)		6,923,090	1,930,906	1,877,505	(53,401)	(2.77%)	
Operating Expense							
Governance		(680,722)	(170,091)	(313,696)	(143,605)	84.43%	▼
General Purpose Funding		(230,073)	(57,501)	(46,945)	10,556	(18.36%)	▼
Law, Order and Public Safety		(218,386)	(54,564)	(49,818)	4,746	(8.70%)	
Health		(51,035)	(12,750)	(7,319)	5,431	(42.60%)	
Education and Welfare		(3,856,839)	(964,197)	(984,544)	(20,347)	2.11%	▼
Housing		(126,435)	(31,515)	(28,974)	2,541	(8.06%)	
Community Amenities		(617,463)	(154,281)	(108,432)	45,849	(29.72%)	▼
Recreation and Culture		(805,635)	(201,264)	(149,856)	51,408	(25.54%)	▼
Transport		(3,870,659)	(967,644)	(655,707)	311,937	(32.24%)	▼
Economic Services		(158,894)	(39,696)	(32,272)	7,424	(18.70%)	▼
Other Property and Services		(90,158)	(21,742)	54,106	75,848	(348.86%)	▼
Total		(10,706,299)	(2,675,245)	(2,323,456)	351,789	13.15%	
Funding Balance Adjustment							
Add back Depreciation		4,023,244	1,005,811	487,270	(518,541)	(51.55%)	▼
Adjust (Profit)/Loss on Asset Disposal	6	(9,248)	(2,312)	(19,925)	(17,613)	761.81%	
Movement in Non Cash Provisions		0	0	0	0		
Net Operating (Ex. Rates)		230,787	259,160	21,393	(237,767)	(91.75%)	▼
Capital Revenues							
Proceeds from Disposal of Assets	6	264,000	50,000	50,000	0	0.00%	
Self-Supporting Loan Principal		38,036	9,509	3,895	(5,614)	(59.03%)	
Transfer from Reserves	5	1,099,300	274,825	0	(274,825)	(100.00%)	▼
Total		1,401,336	334,334	53,895	(280,439)		
Capital Expenses							
Land and Buildings	6	(1,376,243)	(344,061)	(56,501)	287,560	(83.58%)	
Plant and Equipment	6	(540,500)	(135,125)	0	135,125	(100.00%)	
Furniture and Equipment	6	(112,600)	(28,150)	0	28,150	(100.00%)	
Infrastructure Assets - Roads & Bridges	6	(1,266,600)	(316,650)	(104,632)	212,018	(66.96%)	
Infrastructure Assets - Sewerage	6	(63,680)	(15,920)	0	15,920	(100.00%)	
Infrastructure Assets - Parks	6	(30,000)	(7,500)	0	7,500	(100.00%)	
Repayment of Debentures	7	(122,136)	(30,534)	(24,086)	6,448	(21.12%)	
Transfer to Reserves	5	(586,657)	(146,664)	0	146,664	(100.00%)	
Total		(4,098,416)	(1,024,604)	(185,218)	839,386	(81.92%)	
Net Capital		(2,697,080)	(690,270)	(131,323)	558,947	(80.98%)	
Total Net Operating + Capital		(2,466,293)	(431,110)	(109,930)	321,180	(74.50%)	
Rate Revenue		1,917,236	1,917,987	1,916,425	(1,562)	(0.08%)	
Opening Funding Surplus(Deficit)		549,058	549,058	572,848	(23,790)	(4.33%)	
Closing Funding Surplus(Deficit)	2	0	2,035,934	2,379,343	295,829		

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Program by Nature and Type
For the Period Ended 30 September 2016

NOTE	2016/17 Adopted Budget	2016/17 YTD Budget	2016/17 YTD Actual	Variance YTD Budget vs YTD Actual
	\$	\$	\$	\$
REVENUES FROM ORDINARY ACTIVITIES				
Rates	1,917,236	1,917,987	1,916,425	(1,562)
Operating Grants, Subsidies and Contributions	3,812,835	1,011,416	1,025,387	13,971
Fees and Charges	1,499,148	617,999	599,163	(18,836)
Interest Earnings	199,619	49,896	19,738	(30,158)
Other Revenue	309,101	69,255	24,261	(44,994)
	<u>7,737,938</u>	<u>3,666,552</u>	<u>3,584,975</u>	<u>(81,578)</u>
EXPENSES FROM ORDINARY ACTIVITIES				
Employee Costs	(1,184,512)	(295,159)	(516,313)	(221,154)
Materials and Contracts	(4,968,682)	(1,241,976)	(1,187,375)	54,601
Utilities	(158,895)	(39,666)	(29,779)	9,887
Depreciation	(4,023,244)	-	(487,270)	(487,270)
Interest Expenses	(122,249)	-	6,630	6,630
Insurance	(213,229)	-	(108,227)	(108,227)
Other Expenditure	(14,202)	(3,543)	(206)	3,337
	<u>(10,685,014)</u>	<u>(1,580,344)</u>	<u>(2,322,540)</u>	<u>(742,196)</u>
	<u>(2,947,076)</u>	<u>2,086,208</u>	<u>1,262,434</u>	<u>(823,774)</u>
Non-Operating Grants, Subsidies & Contributions	1,071,854	194,711	189,030	(5,681)
Profit on Asset Disposals	30,534	7,629	19,925	12,296
Loss on Asset Disposals	(21,285)	(5,316)	-	5,316
NET RESULT	<u>(1,865,973)</u>	<u>2,283,232</u>	<u>1,471,389</u>	<u>(811,843)</u>

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 1: MAJOR VARIANCES

Comments/Reason for Variance

OPERATING REVENUE (EXCLUDING RATES)

Governance

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

General Purpose Funding

Interest on investment not yet received maturity date 02/10/16

Law, Order and Public Safety

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

Health

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

Education and Welfare

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

Housing

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

Community Amenities

Grant funding for Happy Valley Bore not yet received

Recreation and Culture

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

Transport

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

Economic Services

Profit from sale of asset - Lot 100 Koornong Drive

Other Property and Services

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

OPERATING EXPENSES

Governance

General Purpose Funding

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Law, Order and Public Safety

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

Health

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

Education and Welfare

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Housing

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

Community Amenities

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Recreation and Culture

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Transport

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Economic Services

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Other Property and Services

Month End allocations and depreciation have not been run. Once these are completed this program is expected to be on budget.

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 1: MAJOR VARIANCES

Comments/Reason for Variance

CAPITAL REVENUE

Proceeds from Disposal of Assets

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

Self-Supporting Loan Principal

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

Transfer from Reserves

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

CAPITAL EXPENSES

Land and Buildings

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

Plant and Equipment

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

Furniture and Equipment

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

Infrastructure Assets - Roads & Bridges

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

Infrastructure Assets - Sewerage

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

Infrastructure Assets - Parks

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

Repayment of Debentures

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

Transfer to Reserves

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

OTHER ITEMS

Rate Revenue

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

Opening Funding Surplus(Deficit)

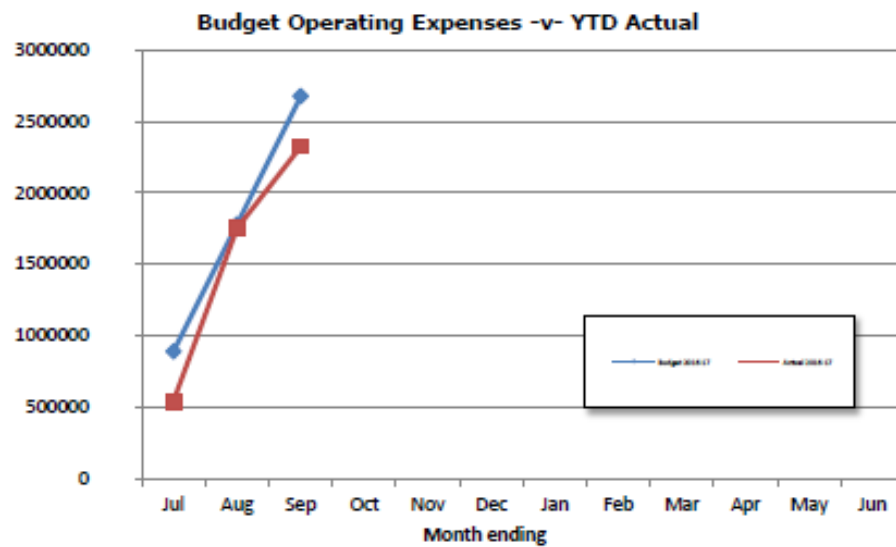
Within variance threshold of \$10,000 or 10%

Closing Funding Surplus (Deficit)

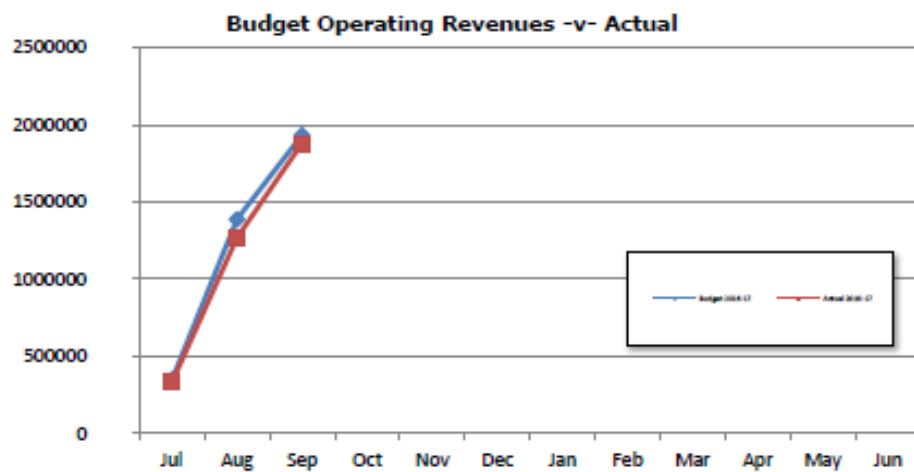
Within variance threshold of \$10,000 or 10%

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 2 - Graphical Representation - Source Statement of Financial Activity



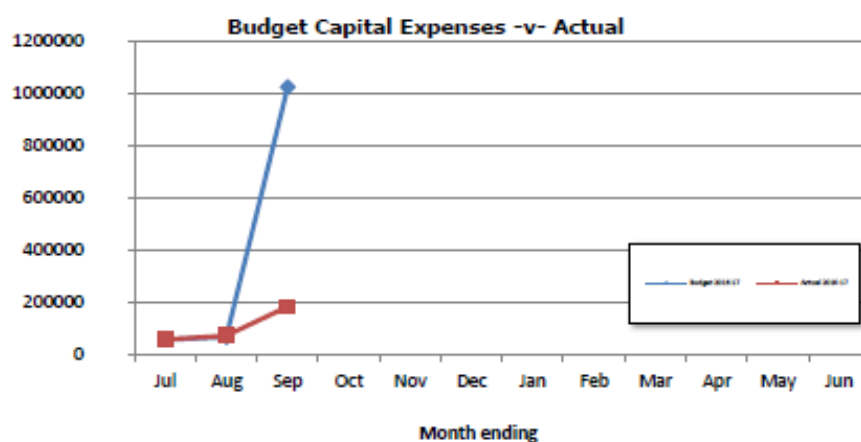
Comments/Notes - Operating Expenses



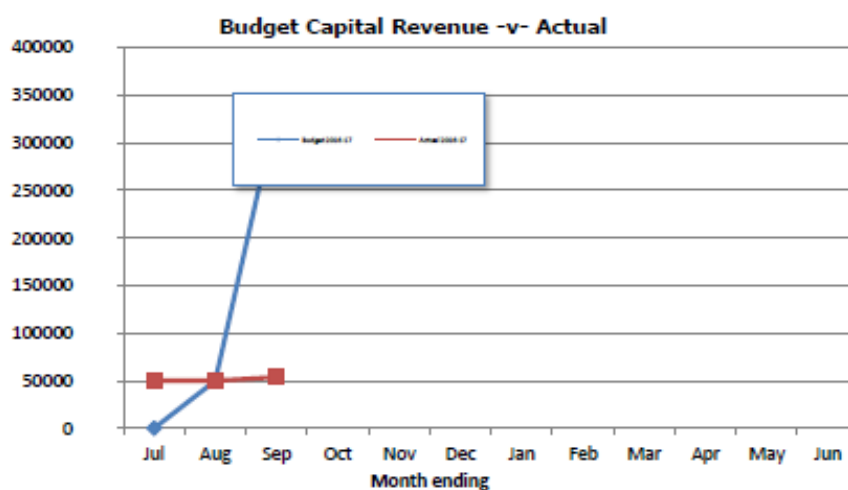
Comments/Notes - Operating Revenues

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 1 - Graphical Representation - Source Statement of Financial Activity



Comments/Notes - Capital Expenses

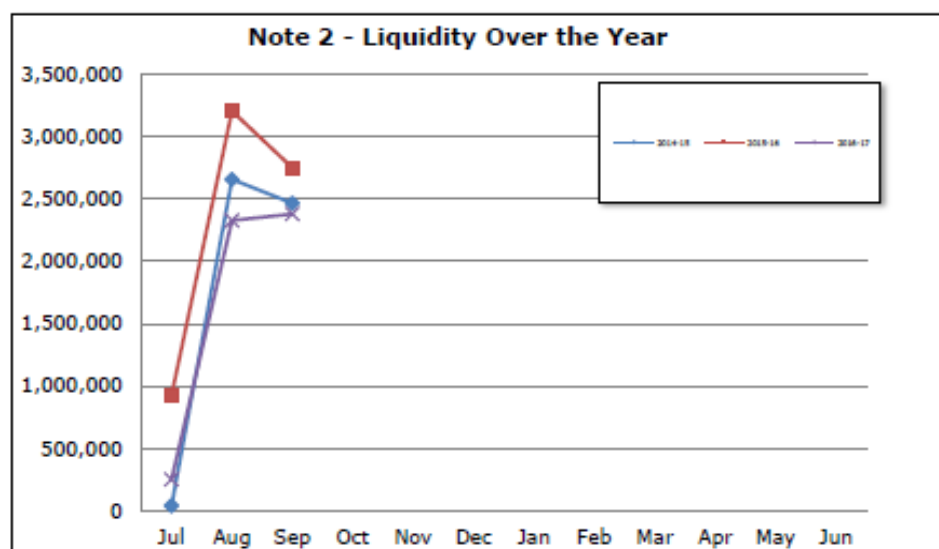


Comments/Notes - Capital Revenues

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 3: NET CURRENT FUNDING POSITION

Note	Positive=Surplus (Negative=Deficit)			
	2016-17			
	This Period	Same Period 2015/16	Same Period 2014/15	Surplus C/F 1 July 2016
	\$	\$	\$	\$
Current Assets				
Cash Unrestricted	1,756,629	2,258,781	1,994,758	772,890
Cash Restricted	3,221,937	2,559,953	2,441,892	3,221,937
Receivables	2,669,373	1,566,502	1,243,146	1,529,647
Prepayments & Accruals	0	0	0	177,156
Inventories	13,851	11,409	17,474	16,373
	7,661,789	6,396,645	5,697,270	5,718,003
Less: Current Liabilities				
Payables and Provisions	(2,060,509)	(1,087,246)	(790,970)	(1,923,218)
	(2,060,509)	(1,087,246)	(790,970)	(1,923,218)
Less: Cash Restricted				
	(3,221,937)	(2,559,953)	(2,441,892)	(3,221,937)
Net Current Funding Position	2,379,343	2,749,446	2,464,408	572,848



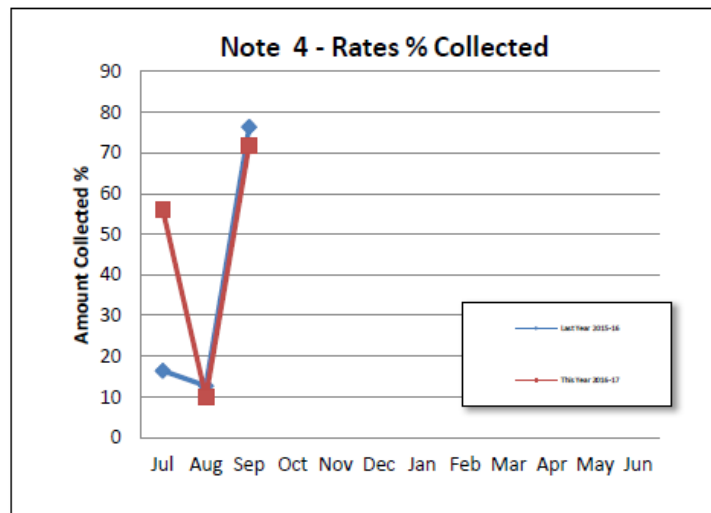
Comments - Net Current Funding Position

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 4: RECEIVABLES

Receivables - Rates, Sewerage and Rubbish

	Current 2016-17	Previous 2015-16
	\$	\$
Opening Arrears Previous Years	12,339	48,284
Rates, Sewerage & Rubbish Levied this year	2,240,640	2,115,830
Less Collections to date	(1,620,013)	(1,653,025)
Equals Current Outstanding	632,966	511,089
Net Rates Collectable	632,966	511,089
% Collected	71.91%	76.38%

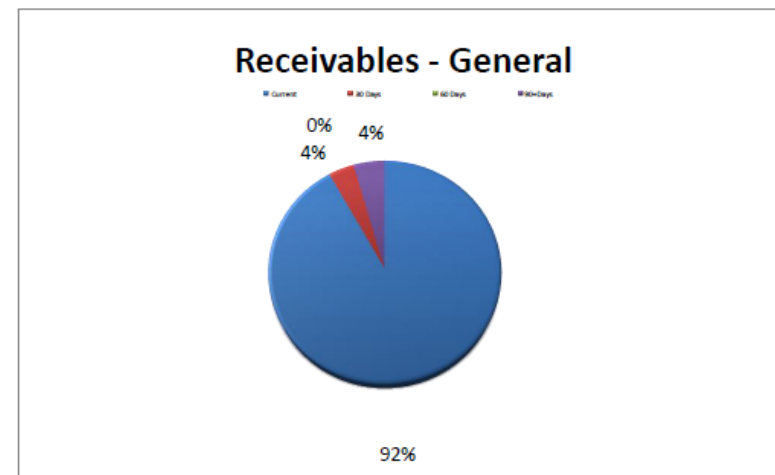


Comments/Notes - Receivables Rates, Sewerage and Rubbish

Receivables - General

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
	239,151	9,571	0	11,642
Total Outstanding				260,364

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

Main Roads Funding Recoups (\$214,047) make up the bulk of the receivables

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 5: Cash Backed Reserves

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Adopted Budget Transfers In (+)	Actual Transfers In (+)	Adopted Budget Transfers Out (-)	Actual Transfers Out (-)	Adopted Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant and Vehicle Reserve	494,514	14,835	0	100,000	0	0	0	609,349	494,514
Housing Reserve	754,115	22,623	0	15,000	0	(780,000)	0	11,738	754,115
Furniture and Equipment Reserve	23,982	719	0	40,000	0	0	0	64,701	23,982
Municipal Buildings & Facilities Reserve	115,626	3,469	0	100,000	0	0	0	219,095	115,626
Townscape and Footpath Reserve	142,080	4,262	0	0	0	(100,000)	0	46,342	142,080
Land Development Reserve	126,049	3,781	0	0	0	0	0	129,830	126,049
Sewerage and Drainage Scheme Reserve	125,338	3,760	0	65,000	0	0	0	194,098	125,338
Road and Bridge Infrastructure Reserve	187,018	5,611	0	100,000	0	0	0	292,629	187,018
Health & Aged Care Reserve	777,991	23,340	0	50,000	0	(165,000)	0	686,331	777,991
Community Bus Reserve	57,160	1,715	0	5,000	0	0	0	63,875	57,160
Sport & Recreation Reserve	10,124	304	0	0	0	0	0	10,428	10,124
Rehabilitation & Refuse Reserve	40,355	1,211	0	5,000	0	0	0	46,566	40,355
Saddleback Building Reserve	48,828	1,465	0	0	0	0	0	50,293	48,828
Caravan Park Reserve	127,936	3,838	0	0	0	(15,300)	0	116,474	127,936
Brookton Heritage/Museum Reserve	34,353	1,031	0	2,500	0	0	0	37,884	34,353
Kweda Hall Reserve	22,548	676	0	2,500	0	0	0	25,724	22,548
Aldersyde Hall Reserve	22,548	676	0	2,500	0	0	0	25,724	22,548
Railway Station Reserve	22,548	676	0	2,500	0	(18,000)	0	7,724	22,548
Madison Square Units Reserve	17,235	517	0	0	0	0	0	17,752	17,235
Cemetery Reserve	20,921	628	0	0	0	0	0	21,549	20,921
Water Harvesting Reserve	50,665	1,520	0	0	0	(21,000)	0	31,185	50,665
	3,221,936	96,657	0	490,000	0	(1,099,300)	0	2,709,293	3,221,936

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 6: CAPITAL DISPOSALS AND ACQUISITIONS

Original Budgeted Profit(Loss) of Asset Disposal			Disposals	Actual Profit(Loss) of Asset Disposal		
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)
\$	\$	\$		\$	\$	\$
24,582	25,000	418	CEO Vehicle			0
23,025	22,000	(1,027)	DCEO Vehicle			0
30,075	55,000	24,925	Lot 100 Kormong Drive	30,075	50,000	19,925
28,918	22,000	(6,918)	Shire Planner Vehicle			0
102,744	100,000	(2,744)	Grader D Series			0
30,597	20,000	(10,597)	Works Supervisors Ute			0
14,809	20,000	5,191	Dual Cab Utility - Foreman			0
254,750	264,000	9,248	Totals	30,075	50,000	19,925

Comments - Capital Disposal

Summary Acquisitions	Adopted Budget		
	Budget	Actual	Variance
	\$	\$	\$
Property, Plant & Equipment			
Land and Buildings	1,376,243	56,501	1,319,742
Plant & Equipment	540,500	0	540,500
Furniture & Equipment	112,600	0	112,600
Infrastructure			
Roadworks & Bridge Works	1,266,600	104,632	1,161,968
Parks & Gardens	30,000	0	30,000
Sewerage & Drainage	63,680	0	63,680
Totals	3,389,623	161,132	3,228,491

Comments - Capital Acquisitions

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016**

Note 7: INFORMATION ON BORROWINGS

					Principal 1-Jul-16 \$	New Loans \$	Principal Repayments		Principal Outstanding		Interest Repayments		
Particulars	Loan Purpose	Due Date	Term (yrs)	Rate (%)			Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$	
Self Supporting Loans													
*Loan 78 Senior Citizen's Homes	Construction of Mokine Cottages	17/06/2024	15	6.74	130,452	-	-	12,783	130,452	117,669	(384)	9,458	
*Loan 79 Multifunctional Family Centre	Purchase of the Building	1/08/2020	15	5.82	39,429	-	3,895	7,904	35,534	31,525	195	2,445	
	Extension and Refurbishment of the Club House												
*Loan 82 Country Club Governance		15/11/2027	20	6.95	292,939	-	-	17,349	292,939	275,590	(2,600)	22,032	
Loan 75 Administration	Shire Office Renovations	3/08/2026	25	6.46	60,436	-	2,056	4,178	58,380	56,258	333	4,239	
Education & Welfare													
Loan 80 Kalkami Residency	Kalkami Residence	1/02/2026	25	5.63	95,642	-	3,627	7,356	92,015	88,286	459	5,858	
Housing													
Loan 80 Staff Housing	Staff Housing	1/02/2026	25	5.63	157,810	-	5,984	12,137	151,826	145,673	757	9,666	
Community Amenities													
Loan 80 Sewerage	Sewerage Extension	1/02/2026	25	5.63	66,950	-	2,539	5,149	64,411	61,801	321	4,101	
Transport													
Loan 80 Grader	New Grader	1/02/2026	25	5.63	157,810	-	5,984	12,137	151,826	145,673	757	9,666	
Recreation and Culture													
Loan 81 Sport & Recreation	Recreation Plan	1/11/2027	20	6.95	728,458	-	-	43,143	728,458	685,315	(6,466)	54,784	
					1,729,926	-	24,086	122,136	1,705,840	1,607,790	(6,630)	122,249	

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

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 8: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits								
Municipal Cash at Bank - Operating Account	1.50%	1,677,864				1,677,864	Bendigo	
Municipal Cash at Bank - Cash Management Account	0.50-4.0%	78,765				78,765	Bendigo	
Trust Cash at Bank	1.50%			34,998		34,998	Bendigo	
(b) Term Deposits								
Reserves	2.85%		3,221,937			3,221,937	Bendigo	02/10/2016
Les McMullen Trust	2.70%			6,760		6,760	Bendigo	26/07/2017
(c) Investments								
Bendigo Bank Shares					5,000	5,000		
Total		1,756,629	3,221,937	41,758	5,000	5,025,323		

Comments/Notes - Investments

Investment Management Strategy for Kalkarni Bonds

The total bond/RAD amounts (\$1,711,790.87) are invested with Bankwest for a term of 271 days at the rate of 3.08% with a maturity date of 3rd January 2017.

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 9: BUDGET AMENDMENTS

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

[illegible]

Shire of Brookton
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2016

Note 10: TRUST FUND

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

Description	Opening Balance For the Period 1 July 2016	Amount Received	Amount Paid	Closing Balance For the Period Ended 30 September 2016
	\$	\$	\$	\$
Housing Bonds	180	0	0	180
Other Bonds	10,120	4,090	(2,440)	11,770
Rates Incentive Prize	200	0	(200)	0
Staff AFL Tipping	0	0	0	0
Les McMullen Sporting Grants	6,760	0	0	6,760
Gnulla Child Care Facility	3,073	0	0	3,073
Wildflower Show Funds	1,240	0	0	1,240
Kalkarni Resident's Accounts	0	0	0	0
Public Open Space Contributions	13,820	0	0	13,820
Developer Road Contributions	4,915	0	0	4,915
Unclaimed Money	0	0	0	0
	40,308	4,090	(2,640)	41,758

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Kalkarni Aged Care Facility
For the Period Ended 30 September 2016

Note 11: Kalkarni Aged Care Facility

	Note	Adopted Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) g	Var. % (b)-(a)/(b) g	Var.
Operating Revenue		\$	\$	\$	\$	%	
Fees & Charges		681,555	170,389	170,389	0	0.00%	▼
Grants & Subsidies		2,777,856	694,464	715,258	20,794	2.99%	
Total Revenue		3,459,411	864,853	885,646	20,794	2.40%	▼
Operating Expenses							
Building Maintenance		0	0	0	0	0.00%	▼
Interest Expenses		(5,858)	(1,465)	(459)	1,006	(68.69%)	
Insurance Expenses		(15,000)	(15,000)	(7,227)	7,773	(51.82%)	
Building Maintenance		(18,200)	(4,550)	(2,762)	1,789	(39.31%)	
Loss on Sale of Asset		0	0	0	0	0.00%	▼
Depreciation		(188,016)	(47,004)	(31,616)	15,388	(32.74%)	▼
ABC Administration Expenses		(22,345)	(5,586)	(6,413)	(827)	14.80%	
Contract Expenses		(3,422,176)	(855,544)	(846,111)	9,433	(1.10%)	▼
Total Expenses		(3,671,595)	(929,149)	(894,587)	34,562	3.72%	▼
Operating Surplus (Deficit)		(212,184)	(64,296)	(8,940)	55,356	86%	▼
Excluding Non Cash Adjustments							
Add back Depreciation		188,016	47,004	31,616	(15,388)	(32.74%)	
Adjust (Profit)/Loss on Asset Disposal		0	0	0	0	0.00%	▼
Net Operating Surplus (Deficit)		(24,168)	(17,292)	22,675	39,967	(231.13%)	▼
Capital Revenues							
KBC Capital Income		260,243	65,061	65,061	(0)	(0.00%)	▼
Transfer from Reserves		165,000	0	0	0	0.00%	▼
Total	5	425,243	65,061	65,061	(0)	(0)	▼
Capital Expenses							
Land and Buildings	6	(165,000)	0	0	0	0.00%	▼
Plant and Equipment	6	0	0	0	0	0.00%	▼
Furniture and Equipment	6	(192,243)	0	0	0		▼
Repayment of Debentures	7	(7,356)	(3,627)	(3,627)	0	0.00%	▼
Transfer to Reserves	5	(73,340)	0	0	0		▼
Total		(437,939)	(3,627)	(3,627)	0		▼
Net Capital		(12,696)	61,434	61,434	0	0.00%	▼
Closing Funding Surplus(Deficit)		(36,864)	44,142	84,109	39,967		

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
WB Eva Pavilion by Nature and Type
For the Period Ended 30 September 2016

Note 12 WB Eva Pavilion Operating Statement

	NOTE			
	2016/17 Adopted Budget \$	2016/17 YTD Budget \$	2016/17 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
REVENUES FROM ORDINARY ACTIVITIES				
Hire Fees - WB Eva Pavilion	3,000	2,000	2,086	86
Sporting Club Fees	4,500	-	-	-
Gymnasium Income	14,500	1,000	1,900	900
	<u>22,000</u>	<u>3,000</u>	<u>3,986</u>	<u>986</u>
EXPENSES FROM ORDINARY ACTIVITIES				
Employee Costs	(6,863)	(1,716)	(2,649)	(933)
Materials and Contracts	(8,200)	(2,050)	(764)	1,286
Utilities	(4,000)	(1,000)	(369)	631
Interest Expenses	(54,784)	(13,696)	6,466	20,162
Insurance	(5,500)	(1,375)	(1,871)	(496)
General Operating Expenses	(9,418)	(2,355)	(3,073)	(718)
Gymnasium Operating	(11,185)	(2,793)	(682)	2,111
	<u>(88,766)</u>	<u>(22,191)</u>	<u>(2,259)</u>	<u>19,932</u>
	<u>(66,766)</u>	<u>(19,191)</u>	<u>1,726</u>	<u>20,918</u>
NET RESULT	<u>(66,766)</u>	<u>(19,191)</u>	<u>1,726</u>	<u>20,918</u>

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Sewerage Program by Nature and Type
For the Period Ended 30 September 2016

Note 13 Sewerage Operating Statement

NOTE	2016/17	2016/17	2016/17	Variance
	Adopted Budget	YTD Budget	YTD Actual	YTD Budget vs YTD Actual
	\$	\$	\$	\$
REVENUES FROM ORDINARY ACTIVITIES				
Sewerage Connection Fees and Charges	1,500	1,500	944	(556)
Annual Sewerage Rates	152,587	152,587	152,592	5
	<u>154,087</u>	<u>154,087</u>	<u>153,536</u>	<u>(551)</u>
EXPENSES FROM ORDINARY ACTIVITIES				
Employee Costs	(2,734)	(683)	(439)	245
Materials and Contracts	(36,280)	(9,070)	(8,901)	169
Utilities	(6,000)	(1,500)	(2,390)	(890)
Depreciation	(88,284)	(22,071)	(9,512)	12,559
Interest Expenses	(4,101)	(1,025)	(321)	704
Insurance	(250)	(250)	(121)	129
General Operating Expenses	(3,785)	(946)	(747)	199
Allocation of Administration Expense	(12,013)	(12,013)	(3,602)	8,411
	<u>(153,447)</u>	<u>(47,559)</u>	<u>(26,032)</u>	<u>21,527</u>
	640	106,527	127,503	20,976
Non-Operating Grants, Subsidies & Contributions	-	-	-	-
Profit on Asset Disposals	-	-	-	-
Loss on Asset Disposals	-	-	-	-
Transfer to Sewer Reserve	-	-	-	-
Transfer from Sewer Reserve	-	-	-	-
NET RESULT	<u>640</u>	<u>106,527</u>	<u>127,503</u>	<u>20,976</u>

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

2016/17 - 47,680
 2017/18 - 100,000
 2018/19 - 100,000
 2019/20 - 100,000
 2020/21 - 100,000
 2021/22 - 100,000
 2022/23 - 100,000
 2023/24 - 100,000
 2024/25 - 100,000
 2025/26 - 150,000
 2026/27 - 400,000

Total - 1,397,680 or approx. \$140k per annum

The Sewerage Scheme should be self funding, that is, the capital replacement cost should be amortised over the life of the infrastructure, and funded from the annual sewerage rates. Council should consider a charging model that provides for an annual transfer to the Sewer Reserve, which is equivalent to the required annual renewal expenditure i.e. \$148k per annum. To achieve this would require close to 100% increase in the sewerage rate.

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Brookton Caravan Park and Brookton Aquatic Centre
For the Period Ended 30 September 2016

Note	Adopted Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) g	Var. % (b)-(a)/(b) g	Var.
Note 14 (a): Brookton Caravan Park						
	\$	\$	\$	\$	%	
Operating Revenue						
Caravan Park Fees	50,300	12,575	8,616	(3,959)	(31.48%)	
Total Revenue	50,300	12,575	8,616	(3,959)	(31.48%)	
Operating Expenses						
Brookton Caravan Park	(65,173)	(16,293)	(14,446)	1,848	0.00%	
Caravan Park Depreciation	(527)	(132)	(146)	(14)	10.59%	
Caravan Park Abc Administration Expenses	(10,572)	(2,643)	(3,034)	(391)	0.00%	
Total	(76,272)	(19,068)	(17,625)	1,443	7.57%	
Operating Surplus (Deficit)	(25,972)	(6,493)	(9,009)	(2,517)	-39%	
Excluding Non Cash Adjustments						
Add back Depreciation	527	132	146	14	10.59%	
Net Operating Surplus (Deficit)	(25,445)	(6,361)	(8,864)	(2,503)	39.34%	
Note 14 (b): Brookton Aquatic Centre						
Operating Revenue						
POOL Fees & Charges	12,500	6,250	0	(6,250)	0.00%	
POOL GRANTS & SUBSIDIES	32,000	8,000	0	(8,000)	0.00%	
Total Revenue	44,500	14,250	0	(14,250)	0	▼
Operating Expenses						
POOL Employee Costs	(500)	(125)	0	125	(100.00%)	▼
POOL General Operating Expenses	(80,780)	(20,195)	(1,720)	18,475	(91.48%)	▼
POOL Building Maintenance	(18,848)	(4,712)	(3,522)	1,191	(25.27%)	▼
POOL Depreciation	(24,674)	(6,169)	(4,191)	1,977	(32.06%)	▼
POOL Abc Administration Expenses	(36,280)	(9,070)	(10,413)	(1,343)	14.80%	
Total	(161,083)	(40,271)	(19,846)	20,425	50.72%	▲
Operating Surplus (Deficit)	(116,583)	(26,021)	(19,846)	6,175	0%	
Excluding Non Cash Adjustments						
Add back Depreciation	24,674	6,169	4,191	(1,977)	0.00%	
Net Operating Surplus (Deficit)	(91,909)	(19,852)	(15,654)	4,198	0%	

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Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Road Program
For the Period Ended 30 September 2016

Description	Current Budget	YTD Actual	% Completed	Federal Funding		State Funding				Own Source Funding		
				R2R	Other	RRG	RRG Carryover	Direct Grant	FAGS	Reserve	Contributions	Muni
Town Street Maintenance	222,410	40,916	18%					77,614			15,000	129,796
Rural Road Maintenance	360,334	206,637	57%						325,234			35,100
Bridge Maintenance	61,355	13,178	21%									61,355
R2R Work Schedule												
Brookton - Kweda Road	544,035	6,635	1%	512,003								32,032
Gartrell Road	0	15,389										
Robinson Road	0	25,784										
Other Construction												
Buckingham Road	0	600										
Grosser Street	5,586	0	0%									5,586
Montgomery Street	0	2,694										
Reynolds Street	56,652	0	0%									56,652
RRG Approved Projects												
Alderside - Pingelly Road	141,960	2,371	2%			94,640						47,320
Brookton - Kweda Road	263,823	51,159	19%			112,407	63,476					87,940
Corberding Road	154,544	0	0%			103,028						51,516
	1,810,699	365,363	20%	512,003	0	310,075	63,476	77,614	325,234	0	15,000	507,297

Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Capital Works Program
For the Period Ended 30 September 2016

Description	Current Budget	YTD Actual	% Completed	Capital Funding				
				Muni	Grants	Reserves	Sale of Assets	Total Funding
Kalkami Land Purchase and Backup Power Supply	165,000	0	0%			165,000		165,000
Montgomery St Clg Housing Construction	780,000	3,252	0%			780,000		780,000
Townscape - Robinson Road	100,000	500	1%			100,000		100,000
Memorial Hall Renewal	6,000	0	0%	6,000				6,000
WB Eva Pavillion Refurbishment	57,000	0	0%	6,000	51,000			57,000
Railway Station Refurbishment	18,000	0	0%			18,000		18,000
Caravan Park - Dump Point	10,600	0	0%		5,300	5,300		10,600
Kalkami Residency Furniture and Equipment/Upgrades	192,243	0	0%	192,243				192,243
Caravan Park - Upgrade Power Supply	10,000	0	0%			10,000		10,000
CEO Vehicle	50,000	0	0%	25,000			25,000	50,000
DCEO Vehicle	36,000	0	0%	14,000			22,000	36,000
Shire Planner Vehicle	37,000	0	0%	15,000			22,000	37,000
Transport Plant and Equipment (Grader, PWS Ute, Foreman Ute)	417,500	0	0%	277,500			140,000	417,500
Aldersyde-Pingelly Rd	141,960	2,371	2%	47,320	94,640			141,960
Brookton-Kweda Road - Road Widening To Mourambine Junction	263,823	51,159	19%	87,940	175,883			263,823
Corberding Road	154,544	0	0%	51,516	103,028			154,544
Brookton-Kweda Road	544,035	6,635	1%	32,032	512,003			544,035
Gartrell Road	0	15,389		0				0
Robinson Road	0	25,784		0				0
Buckingham Road	0	600		0				0
Grosser Street	5,586	0	0%	5,586				5,586
Montgomery Street	0	2,694		0				0
Reynolds Street	56,652	0	0%	56,652				56,652
Footpath Construction	100,000	0	0%	100,000				100,000
Sewer Infrastructure (Chlorinator + Asset Renewal)	63,680	0	0%	47,680		16,000		63,680
Happy Valley Bore Field	150,000	52,749	35%	45,000	100,000	5,000		150,000
Nature Play	30,000	0	0%		30,000			30,000
	3,389,623	161,132	5%	1,009,469	1,071,854	1,099,300	209,000	3,389,623

30/09/2016

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Shire of Brookton
STATEMENT OF FINANCIAL ACTIVITY
Grants, Subsidies and Contributions Register
For the Period Ended 30 September 2016

Funding Provider	Project	Operating/Non-Operating	Budget Amount	Amount Approved	Amount Invoiced/Received	% Received
Federal Government	KBC Grants & Subsidies	Subsidy	(2,777,856)	(2,777,856)	(715,258)	26%
Rural Water Planning	Happy Valley Bore Field	Non Operating	(100,000)	(100,000)	(65,000)	65%
Lotterywest	WB Eva Grant	Non Operating	(51,000)	(51,000)	-	0%
To be Identified	Nature Play Grant	Non Operating	(30,000)	-	-	0%
Main Roads WA	Regional Road Group	Non Operating	(373,551)	(373,551)	(124,030)	33%
Federal Government	Roads to Recovery	Non Operating	(512,003)	(512,003)	-	0%
To be Identified	Caravan Park Dump Point	Non Operating	(5,300)	-	-	0%
WA Grants Commission	GPG Grants Commission - General	Operating	(606,728)	(606,728)	(151,117)	25%
WA Grants Commission	GPG Grants Commission - Roads	Operating	(325,234)	(325,234)	(81,398)	25%
DFES	ESL Grant - Emergency Services Levy - Operating	Operating	(25,403)	(25,403)	-	0%
Main Roads WA	Direct Grant	Operating	(77,614)	(77,614)	(77,614)	100%
			(4,884,689)	(4,849,389)	(1,214,417)	25%

13.10.16 GOVERNANCE

13.10.16.01 BAN ON THE USE OF SLASHERS AND ROTARY MOWERS – FIRE SEASON

File No: 1282
Applicant/ Proponent: Bush Fire Advisory Committee
Subject Land/ Locality: Whole Shire
Date: 13/10/2016
Author: Eleesha Coote, Planning and Project Officer
Authorising Officer: Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author: Neither the Author nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion: ☒ Quasi-Judicial – when Council determines an application/matter that directly affects a person's right and interests. The judicial character arises from the obligation to abide by the principles of natural justice. Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (eg under the Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

Attachments:

1. 13.10.16.01A

BUSH FIRE ADVISORY COMMITTEE AND OFFICER RECOMMENDATION

That with respect to the ban on the use of slashers and rotary mowers during a declared Total Fire Ban, Council adopts the following Policy;

- 1. That there be a ban on the use of slashers and rotary mowers from 1 December to 28 February during the hours of 6:00am to 6:00pm and from 6:00pm on the day of a Total Fire Ban is imposed unless the use is;**
 - a. On a property within a townsite, of any size, that are reticulated or irrigated, or;**
 - b. On a property outside of the townsite, with the area being slashed or mowed is irrigated or reticulated and is less than 1 hectare.**
- 2. That the ban be reviewed by Council in September of each year; and**
- 3. That the ban be advertised as part of the Shire's Notes in the Brookton Telegraph during November, December, January and February; and**
- 4. That the Shire's Chief Bush Fire Control Officer be advised of the decision to impose the ban.**

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

Council is asked to confirm the Slasher and Rotary Mower ban for the upcoming fire season. This report recommends that Council continue to apply a ban on the use of Slashers and Rotary Mowers during the Fire Season pursuant to the attached policy

BACKGROUND

For the past three fire seasons the Shire has imposed a ban on the use of slashers and rotary mowers from the 1st December to the 28th February. This was a result of there being instances in the past where the uses of slashers and rotary mowers have been responsible for causing many outbreaks of fires during the prohibited burning period.

The Council resolution from October 2015 read as follows:

- “1. To impose a ban on the use of slashers and rotary mowers from 1 December to 28 February during the hours of 6:00am to 6:00pm and from 6:00pm on the preceding day when a Total Fire Ban is imposed. That the ban not apply to the use of slashers and rotary mowers on properties that are reticulated or irrigated;*
- 2. That the ban be reviewed by council in September of each year;*
- 3. To advertise the ban as part of the Shire’s Notes in the Brookton Telegraph during November, December, January and February; and*
- 4. To advise the Shire’s Chief Bush Fire Control Officer of its decision to impose the ban.”*

COMMENT

The Department of Fire & Emergency Services (DFES) issue notices for Total Fire Bans and issue State Wide warnings for high risk fire danger periods, including Catastrophic Fire Danger periods.

CONSULTATION

The Bush Fire Advisory Committee at its meeting of 29th September resolved that properties outside the townsite that are reticulated or irrigated and are less than 1 hectare are exempted, as minuted
DFES

LEGISLATIVE IMPLICATIONS

Bush Fires Act 1954.

POLICY IMPLICATIONS

There are no Council Policies relevant to this report.

FINANCIAL IMPLICATIONS

There are no Financial Implications relevant to this report.

STRATEGIC IMPLICATIONS

(Strategic Community Plan (2013 – 2023))

Outcome 1.5: A safer community

Strategy 1.5.2: Support the community in emergency and fire management planning and preparedness.

SUSTAINABILITY IMPLICATIONS

Environmental

There are no significant identifiable natural or built environmental impacts arising from adoption of the officer's recommendation.

Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That the Council not impose a ban and more fires eventuate.	That the wording of the ban is ambiguous or difficult to enforce.
Risk Likelihood (based on history and with existing controls)	Likely (4)	Possible (3)
Risk Impact / Consequence	Major (4)	Minor (2)
Risk Rating (Prior to Treatment or Control)	High (10-16)	Medium (5-9)
Principal Risk Theme	Business & Community disruption	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 16 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The report is prepared for Council's consideration to confirm the slasher and rotary mower ban for the upcoming fire season.

Title:	BAN ON THE USE OF SLASHERS AND ROTARY MOWERS- FIRE SEASON
Previous No:	
File No:	
Statutory Environment:	<i>Bush Fires Act 1954</i>
Minute No:	
Last Updated:	
Review Date:	<i>September 2017</i>

Objective:

The objective of this policy is to reduce the fire risk starting from a mower or slasher during the prohibited burning season. There have been instances in the past where the uses of slashers and rotary mowers have been responsible for causing the outbreak of fires.

Policy:

1. That there be a ban on the use of slashers and rotary mowers from 1 December to 28 February during the hours of 6:00am to 6:00pm and from 6:00pm on the day of a Total Fire Ban is imposed unless the use is;
 - a. On a property within a townsite, of any size, that are reticulated or irrigated, or;
 - b. On a property outside of the townsite, with the area being slashed or mowed is irrigated or reticulated and is less than 1 hectare.
2. That the ban be reviewed by Council in September of each year; and
3. That the ban be advertised as part of the Shire's Notes in the Brookton Telegraph during November, December, January and February; and
4. That the Shire's Chief Bush Fire Control Officer be advised of the decision to impose the ban.

13.10.16.02 RISK MANAGEMENT FRAMEWORK, POLICY AND PROCEDURES

File No:	1547
Applicant/ Proponent:	Not Applicable
Subject Land/ Locality:	Not Applicable
Date:	14/10/2016
Author:	Dale Stewart, Acting Chief Executive Officer
Authorising Officer:	Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author:	Neither the Officer nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion:	<input checked="" type="checkbox"/> Legislative – includes adopting local laws, town planning schemes and policies. Review when Council reviews decision made by Officers.

Attachments:

1. Shire of Brookton Risk Management Framework including Management and Policy and Procedures .

OFFICER RECOMMENDATION

That Council rescind Policy 2.7 ‘Risk Management’ and replace it with the attached Risk Management Policy and Risk Assessment and Acceptance Criteria embedded within the Shire of Brookton Risk Management Framework.

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

The attached Risk Management Framework including embedded Policy and Procedures complies with the latest standard, being AS/NZS 31000:2009. The previous standard was from 2004. Council is asked to consider adopting the new Policy (pages 2 and 3 of the attachment) together with the Risk Assessment & Acceptance Criteria (pages 14 to 17).

BACKGROUND

The previous standard that exists in the Council’s Policy Manual (from adoption in 2004) has been replaced by the new standard in 2009.

CONSULTATION

Local Government Insurance Services (LGIS) have facilitated in providing a current policy that complies with the new standard.

COMMENT

The adoption of the new policy will also see the introduction of new procedures and a framework for implementation by the staff.

LEGISLATIVE IMPLICATIONS

In supporting ongoing compliance with the Local Government (Audit) Regulations 1996 - Regulation 17 ('the Regulations'), the Regulations (Gazetted 8 Feb 2013) require the CEO to review and report to their Audit Committee, the appropriateness and effectiveness of their local government's systems and procedures in relation to risk management, internal control and legislative compliance, at least once every 2 calendar years.

The regulation states as follows:

"17. CEO to review certain systems and procedures

(1) The CEO is to review the appropriateness and effectiveness of a local government's systems

and procedures in relation to —

(a) risk management; and

(b) internal control; and

(c) legislative compliance.

(2) The review may relate to any or all of the matters referred to in sub-regulation (1)(a), (b) and

(c), but each of those matters is to be the subject of a review at least once every 2 calendar years.

(3) The CEO is to report to the audit committee the results of that review."

POLICY IMPLICATIONS

The proposal is to replace the current Risk Management Policy with a current version that will facilitate the CEO and the organisation complying with Regulation 17 by December 2016.

FINANCIAL IMPLICATIONS

The policy rescission / replacement will have no Budget impacts nor impact the provisions of the Long Term Financial Plan.

STRATEGIC IMPLICATIONS

The Strategic Community Plan identifies the Councils core mission as;

"To be a leading community within the region that delivers core services, builds capacity and focuses on delivery."

Ensuring that the organisation's decision making is based around a core understanding of risk management will assist achieve that.

SUSTAINABILITY IMPLICATIONS

Environmental

There are no significant identifiable natural or built environmental impacts arising from adoption of the officer's recommendation.

Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That Council does not adopt the new Policy and the Administration is left implementing a Policy that is not current to the A/NZ standard and is seen or deemed as non-compliant by the Department of Local Government and Communities and or the 'community' in general.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Impact / Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control)	Medium (5-9)
Principal Risk Theme	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 8 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The adoption of the new policy will also see the introduction of a new agenda report standard (as per seen in this agenda) that embeds risk management and risk framework 'thinking' within the organisation and decision making of the Council.

13.10.16.03 CODE OF CONDUCT

File No:	4283
Applicant/ Proponent:	Not Applicable
Subject Land/ Locality:	Not Applicable
Date:	14/10/2016
Author:	Dale Stewart, Acting Chief Executive Officer
Authorising Officer:	Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author:	Neither the Officer nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion:	<input checked="" type="checkbox"/> Legislative – includes adopting local laws, town planning schemes and policies. Review when Council reviews decision made by Officers.

Attachments:

1. Shire of Brookton Code of Conduct

OFFICER RECOMMENDATION

That Council adopt the attached 'Code of Conduct' for Elected Members and Employees, pursuant to Section 5.103 of the Local Government Act 1995.

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

The attached Code of Conduct is recommended to be adopted by the Council. It is the existing Code that has been in existence since indicatively 2007 and is based on the WALGA Model.

BACKGROUND

The previous Code that exists, in the Council's Record Management System, shows as having been reviewed in 2015 – however no record of it being referred to or adopted by the Council in that year, nor preceding years, can be readily found.

CONSULTATION

Consultation has not occurred in the Codes adoption as it is the current Code that has been in existence since indicatively 2007.

COMMENT

The adoption of the Code will have no impact on elected member of staff as it is the current Code and expectation of how employees and elected members 'deal with each other'.

LEGISLATIVE IMPLICATIONS

The Model Code of Conduct observes statutory requirements of the Local Government Act 1995 (S 5.103 – Codes of Conduct) and Local Government (Administration) Regulations 1996 (Regulations 34B and 34C), as well as the prescribed rules of conduct as described in the Local Government Act 1995 and Local Government (Rules of Conduct) Regulations 2007.

Interestingly the Act says that every local government is to '*prepare or adopt* a code of conduct to be observed by council members, committee members and employees', it doesn't necessarily require adoption per se. That notwithstanding it is the author's view that it is thoroughly recommended that adoption take place.

POLICY IMPLICATIONS

The proposal is to formally adopt the Code of Conduct that has been in existence for many years but the Acting CEO has been unable to determine an adoption date.

FINANCIAL IMPLICATIONS

The adoption of the Code will have no Budget impacts nor impact the provisions of the Long Term Financial Plan.

STRATEGIC IMPLICATIONS

The Strategic Community Plan identifies the Councils core mission as;

"To be a leading community within the region that delivers core services, builds capacity and focuses on delivery."

Ensuring that the organisation's decision making is based around a core minimum conduct will assist achieve that.

SUSTAINABILITY IMPLICATIONS

Environmental

There are no significant identifiable natural or built environmental impacts arising from adoption of the officer's recommendation.

Economic

There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That Council does not adopt the Code of Conduct and the Administration is left implementing a Code that is seen or deemed as non-compliant by the Department of Local Government and Communities and or the 'community' in general.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Impact / Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control)	Medium (5-9)
Principal Risk Theme	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 8 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The adoption of the Code will see appropriate version control embedded such that it can be clearly demonstrated to others that (and when) the Code has been adopted.



Shire of Brookton Code of Conduct

Reviewed: June 2015

Version: Inclusive of the following amendments

- Nil

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CODE OF CONDUCT FOR ELECTED MEMBERS AND STAFF

PREAMBLE

The Model Code of Conduct provides Council Members, Committee Members and staff in Local Government with consistent guidelines for an acceptable standard of professional conduct. The Code addresses in a concise manner the broader issue of ethical responsibility and encourages greater transparency and accountability in individual Local Governments.

The Model Code is complementary to the principles adopted in the Local Government Act and regulations which incorporate four fundamental aims to result in:-

- (a) better decision-making by local governments;
- (b) greater community participation in the decisions and affairs of local governments;
- (c) greater accountability of local governments to their communities; and
- (d) more efficient and effective local government.

The Code provides a guide and a basis of expectations for Council Members, Committee Members and staff. It encourages a commitment to ethical and professional behaviour and outlines principles in which individual and collective Local Government responsibilities may be based.

STATUTORY ENVIRONMENT

The Model Code of Conduct observes statutory requirements of the Local Government Act 1995 (S 5.103 – Codes of Conduct) and Local Government (Administration) Regulations 1996 (Regs 34B and 34C).

RULES OF CONDUCT

Council Members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with prescribed rules of conduct as described in the Local Government Act 1995 and Local Government (Rules of Conduct) Regulations 2007.

1. ROLES

1.1 Role of Council Member

The primary role of a Council Member is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future for the Local Government will be the focus of the Council Member's public life.

The Role of Council Members as set out in S 2.10 of the Local Government Act 1995 follows :

"A Councillor —

- (a) represents the interests of electors, ratepayers and residents of the district;*

- (b) provides leadership and guidance to the community in the district;*
- (c) facilitates communication between the community and the council;*
- (d) participates in the local government's decision-making processes at council and committee meetings; and*
- (e) performs such other functions as are given to a Councillor by this Act or any other written law."*

A Council Member is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives. In fulfilling the various roles, Council Members' activities will focus on:

- achieving a balance in the diversity of community views to develop an overall strategy for the future of the community;
- achieving sound financial management and accountability in relation to the Local Government's finances;
- ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
- working with other governments and organisations to achieve benefits for the community at both a local and regional level;
- having an awareness of the statutory obligations imposed on Council Members and on Local Governments.

In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through integration of environmental protection, social advancement and economic prosperity.

1.2 Role of Staff

The role of staff is determined by the functions of the CEO as set out in S 5.41 of the Local Government Act 1995: -

"The CEO's functions are to —

- (a) advise the council in relation to the functions of a local government under this Act and other written laws;*
- (b) ensure that advice and information is available to the council so that informed decisions can be made;*
- (c) cause council decisions to be implemented;*
- (d) manage the day to day operations of the local government;*
- (e) liaise with the mayor or president on the local government's affairs and the performance of the local government's functions;*
- (f) speak on behalf of the local government if the mayor or president agrees;*
- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to S 5.37(2) in relation to senior employees);*
- (h) ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and*
- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO."*

1.3 Role of Council

The Role of the Council is in accordance with S 2.7 of the Local Government Act 1995:

"(1) The council —

- (a) directs and controls the local government's affairs; and*
- (b) is responsible for the performance of the local government's functions.*

(2) without limiting subsection (1), the council is to —

- (a) oversee the allocation of the local government's finances and resources; and*
- (b) determine the local government's policies."*

1.4 Relationships between Council Members and Staff

An effective Councillor will work as part of the Council team with the Chief Executive Officer and other members of staff. That teamwork will only occur if Council Members and staff have a mutual respect and co-operate with each other to achieve the Council's corporate goals and implement the Council's strategies. To achieve that position, Council Members need to observe their statutory obligations which include, but are not limited to, the following:

- accept that their role is a leadership, not a management or administrative one;
- acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
- refrain from publicly criticising staff in a way that casts aspersions on their professional competence and credibility

2. CONFLICT AND DISCLOSURE OF INTEREST

2.1 Conflict of Interest

- (a) Council Members, Committee Members and staff will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- (b) Staff will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Local Government, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- (c) Council Members, Committee Members and staff will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing in land within the local government area or which may otherwise be in conflict with the Council's functions (other than purchasing the principal place of residence).
- (d) Council Members, Committee Members and staff who exercise a recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.
- (e) Staff will refrain from partisan political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity. An individual's

rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination and this is supported by anti- discriminatory legislation.

2.2 Financial Interest

Council Members, Committee Members and staff will adopt the principles of disclosure of financial interest as contained within the Local Government Act.

2.3 Disclosure of Interest

Definition :

In this clause, and in accordance with Regulation 34C of the Local Government (Administration) Regulations 1996 -

"interest" means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

(a) A person who is an employee and who has an interest in any matter to be discussed at a council or committee meeting attended by the person is required to disclose the nature of the interest -

- (i) in a written notice given to the CEO before the meeting; or
- (ii) at the meeting immediately before the matter is discussed.

(b) A person who is an employee and who has given, or will give, advice in respect of any matter to be discussed at a council or committee meeting not attended by the person is required to disclose the nature of any interest the person has in the matter -

- (i) in a written notice given to the CEO before the meeting; or
- (ii) at the time the advice is given.

(c) A requirement described under items (a) and (b) excludes an interest referred to in S 5.60 of the Local Government Act 1995.

(d) A person is excused from a requirement made under items (a) or (b) to disclose the nature of an interest if -

- (i) the person's failure to disclose occurs because the person did not know he or she had an interest in the matter; or
- (ii) the person's failure to disclose occurs because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person discloses the nature of the interest as soon as possible after becoming aware of the discussion of a matter of that kind.

(e) If a person who is an employee makes a disclosure in a written notice given to the CEO before a meeting to comply with requirements of items (a) or (b), then -

- (i) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
- (ii) immediately before a matter to which the disclosure relates is discussed at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present.

- (f) If -
- (i) to comply with a requirement made under item (a), the nature of a person's interest in a matter is disclosed at a meeting; or
 - (ii) a disclosure is made as described in item (d)(ii) at a meeting; or
 - (iii) to comply with a requirement made under item (e)(ii), a notice disclosing the nature of a person's interest in a matter is brought to the attention of the persons present at a meeting,
- the nature of the interest is to be recorded in the minutes of the meeting.

3. PERSONAL BENEFIT

3.1 Use of Confidential Information

Council Members, Committee Members and staff will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways which are inconsistent with their obligation to act impartially and in good faith, or to improperly cause harm or detriment to any person or organisation.

3.2 Intellectual Property

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Local Government upon its creation unless otherwise agreed by separate contract.

3.3 Improper or Undue Influence

Council Members and staff will not take advantage of their position to improperly influence other Council Members or staff in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

3.4 Gifts

Definitions :

In this clause, and in accordance with Regulation 34B of the Local Government (Administration) Regulations 1996 -

"activity involving a local government discretion" means an activity -

(a) that cannot be undertaken without an authorisation from the local government; or

(b) by way of a commercial dealing with the local government;

"gift" has the meaning given to that term in S 5.82(4) except that it does not include -

(a) a gift from a relative as defined in S 5.74(1); or

(b) a gift that must be disclosed under Regulation 30B of the Local Government (Elections) Regulations 1997; or

(c) a gift from a statutory authority, government instrumentality or non-profit association for professional training;

"notifiable gift", in relation to a person who is an employee, means -

(a) a gift worth between \$50 and \$300; or

(b) a gift that is one of 2 or more gifts given to the employee by the same person within

a period of 6 months that are in total worth between \$50 and \$300;
"prohibited gift", in relation to a person who is an employee, means -
(a) a gift worth \$300 or more; or
(b) a gift that is one of 2 or more gifts given to the employee by the same person within
a period of 6 months that are in total worth \$300 or more.

(a) A person who is an employee is to refrain from accepting a prohibited gift from a person who -

- (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion.

(b) A person who is an employee and who accepts a notifiable gift from a person who -

- (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion,

must notify the CEO, in accordance with item (c) and within 10 days of accepting the gift, of the acceptance.

(c) The notification of the acceptance of a notifiable gift must be in writing and include -

- (i) the name of the person who gave the gift; and
- (ii) the date on which the gift was accepted; and
- (iii) a description, and the estimated value, of the gift; and
- (iv) the nature of the relationship between the person who is an employee and the person who gave the gift; and
- (v) if the gift is a notifiable gift under paragraph (b) of the definition of "notifiable gift" (whether or not it is also a notifiable gift under paragraph (a) of that definition) -
 - (1) a description; and
 - (2) the estimated value; and
 - (3) the date of acceptance,
 of each other gift accepted within the 6 month period.

(d) The CEO is to maintain a register of notifiable gifts and record in it details of notifications given to comply with a requirement made under item (c).

(e) This clause does not apply to gifts received from a relative (as defined in S 5.74(1) of the Local Government Act) or an electoral gift (to which other disclosure provisions apply).

(f) This clause does not prevent the acceptance of a gift on behalf of the local government in the course of performing professional or ceremonial duties in circumstances where the gift is presented in whole to the CEO, entered into the Register of Notifiable Gifts and used or retained exclusively for the benefit of the local government.

4. CONDUCT OF COUNCIL MEMBERS, COMMITTEE MEMBERS AND STAFF

4.1 Personal Behaviour

(a) Council Members, Committee Members and staff will:

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

(b) Council Members will represent and promote the interests of the Local Government, while recognising their special duty to their own constituents.

4.2 Honesty and Integrity

Council Members, Committee Members and staff will:

- (a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- (b) bring to the notice of the Mayor/President any dishonesty or possible dishonesty on the part of any other member, and in the case of an employee to the Chief Executive Officer.
- (c) be frank and honest in their official dealing with each other.

4.3 Performance of Duties

- (a) While on duty, staff will give their whole time and attention to the Local Government's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Local Government.
- (b) Council Members and Committee Members will at all times exercise reasonable care and diligence in the performance of their duties, being consistent in their decision making but treating all matters on individual merits. Council Members and Committee Members will be as informed as possible about the functions of the Council, and treat all members of the community honestly and fairly.

4.4 Compliance with Lawful Orders

- (a) Council Members, Committee Members and staff will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution can not be achieved, with the Chief Executive Officer.
- (b) Council Members, Committee Members and staff will give effect to the lawful policies of the Local Government, whether or not they agree with or approve of them.

4.5 Administrative and Management Practices

Council Members, Committee Members and staff will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.

4.6 Corporate Obligations

- (a) Standard of Dress
Council Members, Committee Members and staff are expected to comply with neat and responsible dress standards at all times. Accordingly:
 - (i) Council Members and Committee Members will dress in a manner appropriate to their position, in particular when attending meetings or representing the Local Government in an official capacity.
 - (ii) Management reserves the right to adopt policies relating to corporate dress and to raise the issue of dress with individual staff.
- (b) Communication and Public Relations
 - (i) All aspects of communication by staff (including verbal, written or personal), involving Local Government's activities should reflect the status and objectives of that Local Government. Communications should be accurate, polite and professional.
 - (ii) As a representative of the community, Council Members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of the Council. In doing so Council Members should acknowledge that:
 - as a member of the Council there is respect for the decision making processes of the Council which are based on a decision of the majority of the Council;
 - information of a confidential nature ought not be communicated until it is no longer treated as confidential;
 - information relating to decisions of the Council on approvals, permits and so on ought only be communicated in an official capacity by a designated officer of the Council;
 - information concerning adopted policies, procedures and decisions of the Council is conveyed accurately.
 - (iii) Committee Members accept and acknowledge it is their responsibility to observe any direction the Local Government may adopt in terms of

advancing and promoting the objectives of the Committee to which they have been appointed.

4.7 Appointments to Committees

As part of their representative role Council Members are often asked to represent the Council on external organisations. It is important that Council Members:

- clearly understand the basis of their appointment; and
- provide regular reports on the activities of the organisation.

5. DEALING WITH COUNCIL PROPERTY

5.1 Use of Local Government Resources

Council Members and staff will:

- (a) be scrupulously honest in their use of the Local Government's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- (b) use the Local Government resources entrusted to them effectively and economically in the course of their duties; and
- (c) not use the Local Government's resources (including the services of Council staff) for private purposes (other than when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

5.2 Travelling and Sustenance Expenses

Council Members, Committee Members and staff will only claim or accept travelling and sustenance expenses arising out of travel-related matters which have a direct bearing on the services, policies or business of the Local Government in accordance with Local Government policy and the provisions of the Local Government Act.

5.3 Access to Information

- (a) Staff will ensure that Council Members are given access to all information necessary for them to properly perform their functions and comply with their responsibilities.
- (b) Council Members will ensure that information provided will be used properly and to assist in the process of making reasonable and informed decisions on matters before the Council.

13.10.16.04 PLASTIC BAG BAN

File No: 4277
Applicant/ Proponent: WALGA
Subject Land/ Locality: Whole of Shire and or Whole of State
Date: 14/10/2016
Author: Dale Stewart, Acting Chief Executive Officer
Authorising Officer: Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author: Neither the Officer nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion: ☒ Legislative – includes adopting local laws, town planning schemes and policies. Review when Council reviews decision made by Officers.

Attachments:

1. 13.10.16.04A - WALGA Plastic Bag Ban correspondence dated 11 October 2016

OFFICER RECOMMENDATION

That Council responds to WALGA with respect to the potential for State-Wide legislation on the banning of plastic bags, in accordance with the position outlined within the body of the officer's report.

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

Correspondence from WALGA has been received seeking feedback on whether the Council or community have a view on the local or State-wide banning of the use of plastic bags.

BACKGROUND

A background paper has been prepared by WALGA as listed in the attachment.

CONSULTATION

No known previous consultation has occurred with the community on the issue by the Council and comments are sought by WALGA by 23 November.

Community engagement and engagement in particular with the predominant affected party – the Brookton IGA, is not proposed nor considered critical unless the Council is proposing a local law.

COMMENT

The request for feedback include the following specific questions;

1. Is plastic pollution and litter an issue for your Local Government? Why/Why not?
2. What actions is your Local Government taking to address littering and prevent plastic entering the environment (e.g. provision of public waste bins, gross pollutant traps, facilitating Adopt A Spot project)?
3. Does your Council support a state-wide plastic bag ban?
4. Would you Council like to introduce a Local Law to ban plastic bags?

It is proposed to respond to the WALGA position as follows;

1. Is plastic pollution and litter an issue for your Local Government?
 - a. No.
2. What actions is your Local Government taking to address littering and prevent plastic entering the environment (e.g. provision of public waste bins, gross pollutant traps, facilitating Adopt A Spot project)?
 - a. Nil at the moment.
3. Does your Council support a state-wide plastic bag ban?
 - a. Yes
4. Would you Council like to introduce a Local Law to ban plastic bags?
 - a. No – the position of the Shire of Brookton is that such laws should be dealt with on a state-wide basis not for each local authority to determine given the reality of people shopping across local authority boundaries, particularly in the metropolitan area, as well as making it confusing for tourists and visitors.

Councillors are welcome to add to or vary the proposed responses as the Council sees fit.

LEGISLATIVE IMPLICATIONS

- The City of Fremantle had a Local Law that was disallowed by Parliament in 2015 as they believed that such laws should be state-wide – not local authority determined. No State law in WA exists at the present.
- Some voluntary local initiatives have been successful in some communities in WA.

POLICY IMPLICATIONS

There are no current Council Policy implications, however the Council could, if it so desired create a policy that it supports the principle of a state-wide ban on plastic bags, or indeed, take a contrary position.

FINANCIAL IMPLICATIONS

The adoption of a position on banning of Plastic Bags will have no Budget impacts nor impact the provisions of the Long Term Financial Plan.

STRATEGIC IMPLICATIONS

The Strategic Community Plan identifies the Council's Goal No 2 with respect to the Natural Environment as: A clean, green and sustainable Shire.

SUSTAINABILITY IMPLICATIONS

Shire of Brookton, Agenda Ordinary Meeting of Council, 20 October 2016

Environmental

A state-wide ban on the sale of plastic bags should have a beneficial environmental outcome by ensuring that bags that are provided are more 'sustainable' and less harmful to the natural environment.

Economic

A state-wide ban on the sale of plastic bags will ultimately have a small negative impact on the consumer through the need to acquire bags that are less disposable and therefore generally at greater unit cost.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That Council makes a policy position without consulting with the owner of affected businesses such the IGA and the owner is aggrieved.
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Impact / Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control)	Medium (5-9)
Principal Risk Theme	Failure to fulfil Compliance requirements
Risk Action Plan (Controls or Treatment proposed)	Manage by ensuring that any decision is about a state-wide position only.

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 6 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

The adoption of a policy position on the potential for banning plastic bags across the State will guide the Council and community today and into the future.



11 October 2016

Our Ref: 01-006-02-0003

Cr Kym Wilkinson
Shire of Brookton
(DX 69221) PO Box 42
BROOKTON WA 6306

Dear Cr Wilkinson

Plastic Bag Ban

A number of Local Governments have expressed an interest in putting in place Local Laws to ban plastic bags. In response, the Association, through the Municipal Waste Advisory Council (MWAC) has undertaken research on options for plastic bag bans and the range of issues associated with plastic pollution. The Background Paper on these issues is attached to this correspondence.

The next step in this process is for MWAC and the Association to ascertain the appropriate level of advocacy on this issue. I am therefore writing to gauge your Councils interest in a plastic bag ban (local or Statewide) and the extent to which your Council considers plastic pollution to be of concern.

In developing the Background Paper, MWAC notes that research by the CSIRO found that approximately three-quarters of the rubbish along the Australian coastline is plastic. In coastal and offshore waters, most floating debris is plastic. The density of plastic ranges from a few thousand pieces of plastic per square kilometre to more than 40,000 pieces of plastic per square kilometre. Debris is more highly concentrated around major cities, suggesting some material is coming from local sources.

Request for Feedback

1. Is plastic pollution and litter an issue for your Local Government? Why/why not?
2. What actions is your Local Government taking to address littering and prevent plastic entering the environment (e.g. provision of public waste bins, gross pollutant traps, facilitating Adopt a Spot projects)?
3. Does your Council support a state-wide plastic bag ban?
4. Would your Council like to introduce a Local Law to ban plastic bags?

Your answer to these questions, and any other comments, would be most welcome by **Wednesday 23 November 2016**.

For further information, please contact Rebecca Brown, Manager Waste and Recycling on 9213 2063 or email rbrown@walga.asn.au.

Yours sincerely

Cr Michael Aspinall
Chair, Municipal Waste Advisory Council

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Discussion Paper

Plastic Bags

August 2016

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1. Introduction

The extent of plastic pollution occurring in terrestrial and marine environments has become a serious problem recognised at the international level. There is now a substantial body of evidence, on the impact that plastic is having on the environment. Concerns have also been raised on the impact of plastic, on human health.

This Discussion Paper has been developed to investigate the approaches taken by Australian and international Governments to address plastic bags as one contributing factor to plastic pollution. The key motivations for Local Government in seeking to act on plastic bags are to:

- **Reduce litter in the terrestrial and marine environment:** this reduces impacts on the environment and the need for resource intensive clean-ups
- **Reduce plastic bag contamination of alternative waste treatment plants and composting facilities:** this increases the value of the compost and reduces the amount of pre-treatment necessary
- **Engage the community:** to challenge established social norms relating to consumption.

The second point is particularly important, given the State Government's preference for a three bin collection system that allows for the recovery of organics. Holistic action on plastic bags and flexible packaging is required, to improve the quality of compost products, and in turn begin to address market acceptance.

2. Scale of Plastic Pollution

Research published by the CSIRO¹ has found that approximately three-quarters of the rubbish along the Australian coastline is plastic. In coastal and offshore waters, most floating debris is plastic. The density of plastic ranges from a few thousand pieces of plastic per square kilometre to more than 40,000 pieces of plastic per square kilometre. Debris is more highly concentrated around major cities. It is likely that the high levels of debris on the southwest coast (Figure 1), are due to strong onshore winds and the origins of the currents that run along the coast.

¹ Hardesty, BD, C Wilcox, TJ Lawson, M Lansdell and T van der Velde (2014). Understanding the effects of marine debris on wildlife. A Final report to Earthwatch Australia. Available online: <https://publications.csiro.au/rpr/pub?pid=csiro:EP147352>



Figure 1: Relative density of anthropogenic debris along the Australian coast. Predicted densities are scaled with respect to the location with the highest density of debris (warmer colours [red] depicting relatively high densities of debris, corrected for shape, substrate, gradient and backshore sampling error terms). The map includes the combined terrestrial and marine anthropogenic debris inputs².

3. Plastic Bags: History, Generation, Recycling and Disposal

The concept of using a disposable, petroleum based product to transport purchases was established in the 1950's, with the invention of the plastic bag. By the late 1960's, retailers across the globe were providing this commodity to consumers³. The most recent data on plastic bag consumption (from 2007) suggests that Australians are using 3.9 billion High Density Polyethylene (HDPE) plastic bags annually⁴. Plastic bags are considered to be a 'free' commodity but in reality, add an additional cost to the price of goods purchased by householders.

² Hardesty, BD, C Wilcox, TJ Lawson, M Lansdell and T van der Velde (2014). Understanding the effects of marine debris on wildlife. A Final report to Earthwatch Australia. Figure 5. Available online. <https://publications.csiro.au/rpr/pub?pid=csiro:EP1d7352>

³ Packaging Knowledge (2014). Product History. Great Moments in Plastic Bag History. Available online. http://www.packagingknowledge.com/plastic_bags.asp

⁴ Hyder Consulting for the EPHC (2006). Plastic Retail Carry Bag Use. 2006 and 2007 Consumption. Available online. <http://www.screw.gov.au/sites/www.screw.gov.au/files/resources/0c513e54-d968-ar04-758b-3b7613af0d07/files/ps-pbags-hyder-consulting-bag-use-2006-07-consumption-200805.pdf>

Table 1 outlines the estimated rates of lightweight plastic bag consumption, during a period where retailers were required to report this data to the Environment Protection and Heritage Council (EPHC). It should be noted that there is no recent, national, data on plastic bag generation rates.

Table 1. Estimated HDPE plastic bag consumption (2002-2007)⁵.

Year	Plastic Bags (billions)	% Change From Previous Year
2002	5.95	-
2003	5.24	-11.9%
2004	4.73	-9.6%
2005	3.92	-17%
2006	3.36	-14%
2007	3.93	+17%

Although as much as two thirds of plastic bags are reused once or twice prior to disposal⁶, very few are recycled and some become litter. The information gathered by Clean Up Australia through its annual clean up days, suggests that between 30-50 million plastic bags could be entering the Australian environment as litter every year⁷. The number of littered plastic bags means that collections carried out by volunteers, Local and State Government agencies are unable to capture all littered bags – the National Litter Index identified that plastic bags make up 1.6% of litter items⁸. Aside from the obvious impact this has on animals when they become entangled, or ingest it, littered plastic bags are contributing to the accumulation of micro-plastics in the environment, as they break down into smaller pieces.

There is very limited information available on the degree to which plastic bag recycling is occurring in Australia. It is thought that the introduction of plastic bag recycling bins at some of the major retailers during the 'push' to meet targets, resulted in an increase in the recycling rate from <3%¹⁰ in 2002 to approximately 15% in 2007^{11,12}. Initially funded by the

⁵ Hyder Consulting for the EPHC (2008). Plastic Retail Carry Bag Use, 2006 and 2007 Consumption. Available online.

<http://www.scew.gov.au/sites/www.scew.gov.au/files/resources/Dc513e54-d968-ac04-758b-3b7613af0d07/files/ps-pbags-hyder-consulting-bag-use-2006-07-consumption-200805.pdf>

⁶ Australian Bureau of Statistics (2012). 4602.0.55.002 - Environmental Issues: Recycling, Reuse and Disposal. Available online.

<http://www.abs.gov.au/ausstats/abs@.nsf/Lookup/4602.0.55.002Main+Features30Mar+2012>

⁷ Clean Up Australia (2014). Say No to Plastic Bags Campaign. Available online. <http://www.cleanup.org.au/en/Campaigns/plastic-bag-facts.html>

⁸ Hyder Consulting for the EPHC (2008). Plastic Retail Carry Bag Use, 2006 and 2007 Consumption. Available online.

<http://www.scew.gov.au/sites/www.scew.gov.au/files/resources/Dc513e54-d968-ac04-758b-3b7613af0d07/files/ps-pbags-hyder-consulting-bag-use-2006-07-consumption-200805.pdf>

⁹ NSW EPA (2016). Plastic Shopping Bags Options Paper. Available online. <http://www.epa.nsw.gov.au/waste/plastic-shopping-bags.htm>

¹⁰ Hyder Consulting for the EPHC (2002). Plastic Shopping Bags in Australia National Plastic Bags Working Group Report to the National Packing Covenant Council. Available online. <http://www.scew.gov.au/system/files/resources/Dc513e54-d968-ac04-758b-3b7613af0d07/files/ps-pbags-rpt-npbwg-report-npcc-200212.pdf>

¹¹ Department of Environment (2014). Plastic Bags. Available online. <http://www.environment.gov.au/node/21324>

¹² NSW Parliamentary Research Service (2013). Plastic bags: an update. Available online.

<https://www.parliament.nsw.gov.au/researchpapers/Documents/plastic-bags-an-update/Plastic%20bags%20-%20an%20update.pdf>

Australian Packaging Covenant, Redcycle collection points for plastic bags and soft plastic packaging recycling are now located in many Coles and Woolworths stores in metropolitan areas¹³. As of 2015, the REDcycle Program was collecting on average 6 tonnes or 1.5 million pieces of flexible plastic per week¹⁴.

4. Plastic Bags: Environmental Impact and Replacement

Several studies have been completed on the environmental impact of alternative products to plastic bags. These studies typically focus on the type of resources used, the manufacturing process, transport to end markets and disposal routes. The UK Environment Agency carried out an assessment in 2011¹⁵. The most recent Australian analysis was completed by Nolan-ITU in 2003¹⁶. These studies do not include the impact of plastic, collectively, in the marine environment.

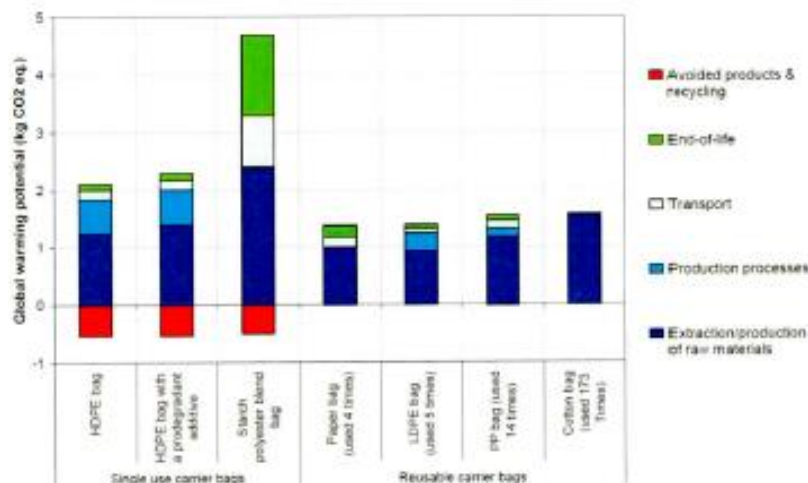


Figure 2. The global warming potential impacts of carrier bags (reproduced from UK Environment Authority (2011) figure 5.2)¹⁷.

¹³ Redcycle (2016). How can you play your part? Available online: <http://redcycle.net.au/redcycle/>

¹⁴ Australian Packaging Covenant (2015). REDcycle Recovery and Recycling of Postconsumer Flexible Plastic. Available online: <http://www.packagingcovenant.org.au/projects.php/96/the-redcycle-program-a-product-stewardship-initiative-to-recover-recycle-post-consumer-retail-soft-p>

¹⁵ UK Environment Agency (2011). Life cycle assessment of supermarket carrier bags: a review of the bags available in 2006. Available online: <http://www.environment-agency.gov.uk/research/library/publications/129364.aspx>

¹⁶ Nolan-ITU, RMIT (2003). The Impacts of Degradable Plastic Bags in Australia. Available online: <http://www.environment.gov.au/archive/settlements/publications/waste/degradables/impact/pubs/degradables.pdf>

¹⁷ UK Environment Agency (2011). Life cycle assessment of supermarket carrier bags: a review of the bags available in 2006. Available online: <http://www.environment-agency.gov.uk/research/library/publications/129364.aspx>

Both studies found that using sturdy reusable plastic bags (such as the 'green bags' supplied by major retailers) resulted in the greatest environmental gains over a full life cycle. The UK Environment Agency found that paper bags would need to be reused at least 4 times, and cotton bags at least 173 times, to have a lower environmental impact than single-use plastic bags in terms of resource use, energy and greenhouse outcomes.

What these studies highlight is that in pure economic terms, determining the 'price' of the environmental impact of littered plastic bags in the environment is problematic. The following assumptions were used in the Nolan 2003 study:

"... an estimate of an average time a piece of litter may remain in the litter stream was needed. The data used for different materials was as follows:

- *Plastics (both single use and multiple use but not biodegradable polymers) – 5 years.*
- *Paper and biodegradable polymers – 6 months.*
- *Calico bags – 2 years."*

Understanding of the impact of plastic pollution has changed in the past 13 years and these estimates do not include the impact of small particles of plastic in marine environments. Environmental groups state that it could take years¹⁸ before plastic bags begin to degrade into smaller pieces. In terms of biodegradable bags, products are now available that comply with AS 4736-2006, and can completely break down within six to eight weeks in commercial composting processes¹⁹. These bags are also referred to as compostable bags, to clearly identify that the bags do not just break down into smaller bits of plastic but fully decompose.

Bin Liners

In addressing consumption of plastic bags, it is essential to explore the use of bin liners. This is because:

- a) 9 out of 10 households line their general waste bins with either plastic bags, or specific bin liners
- b) Industry groups opposing a ban on plastic bags know this, and use it as one of their key arguments when carrying out lobbying activities.

The review of the South Australian plastic bag ban, found that the sale of bin liners had substantially increased during the ban. 15% of consumers were purchasing bin liners before the ban, compared with 80% after the implementation of the ban²⁰. This shift in consumer behaviour means that Local Governments considering action on plastic bags must also

¹⁸ Surf Rider Perth (2016). Rise Above Plastics. Available online: <http://www.surfriderperth.org/rise-above-plastics.html>

¹⁹ Cardia Bioplastics (2014). Wholesale and Retail Products. Available online: <http://www.cardiabiooplastics.com/>

²⁰ ZeroWasteSA (2012). Review of the Plastic Shopping Bags (Waste Avoidance) Act 2008. Available online: http://www.zerowaste.sa.gov.au/upload/resource-centre/publications/plastic-bag-phase-out/PSActReview_maspin_Nov2012_2%20-%20final.pdf

communicate acceptable methods of lining household bins that are compatible with waste processing requirements. Whilst bio-degradable plastic bin liners that meet AS 4736-2006 may be an appropriate solution in some situations, it should be noted that they do not break down well in modern, highly compacted landfills.

Other practical solutions include^{21,22}:

- Composting leftover food
- Wrapping food scraps in sheets of newspaper prior to disposal (if this is done properly, the waste will not 'sweat' and begin to smell as it does in plastic bags)
- Lining bins with layers of newspaper
- Freezing food scraps prior to the scheduled collection day.

5. Government Activities

5.1 Australian Federal Government

Following the decision in December 2013 to simplify the COAG structure and remove the Standing Council on Environment and Water, the Federal Government does not have a formal Ministerial Council structure in place to make decisions on environmental issues. However, Federal and State Environment Ministers continue to meet on an ad hoc basis to progress initiatives such as a voluntary phase out of microbeads. Microbeads are tiny particles of plastic that are typically added to products such as cosmetics. Examples include toothpaste, facial scrubs and body washes.

The voluntary phase out has been driven by the growing body of evidence on the impact these products are having on the environment^{23,24}. In February 2016, a commitment was made by the Federal Environment Minister to implement a ban on microbeads by 1 July 2017, if the voluntary phase out has not delivered a widespread ban. Plastic microbeads and products containing them have been listed for consideration in 2016-17 for possible action under the *Product Stewardship Act 2011*²⁵.

Previous Federal Governments have initiated high level changes on plastic bags. Figure 1 shows a timeline of various initiatives and the associated results. The implications of the EPHC decision not to pursue uniform action on plastic bags in 2008, is quite possibly the reason that in the year after the Code of Practice expired, there was an increase of 17% in

²¹ Plastic Free July (2016). Available online. <http://www.plasticfreejuly.org/>

²² Treading My Own Path (2013). How to...line your rubbish bin without a plastic bag. Available online. <http://treadingmyownpath.com/2013/04/20/how-to-line-your-rubbish-bin-without-a-plastic-bag/>

²³ Hardesty, BD, C Wilcox, TJ Lawson, M Lansdell and T van der Velde (2014). Understanding the effects of marine debris on wildlife. A Final report to Earthwatch Australia. Available online. <https://publications.csiro.au/rpr/pub?pid=csiro:EP147352>

²⁴ ABC (2014). Invisible threat: Microplastic contamination discovered on bottom of Sydney Harbour. Available online. <http://www.abc.net.au/news/2014-08-21/microplastics-found-in-sydney-harbour-floor/5686472>

²⁵ Department of Environment (2016). 2016-17 Product List. Available online. <https://www.environment.gov.au/protection/national-waste-policy/product-stewardship/legislation/product-list-2016-17>

the amount of plastic bags consumed by Australians (refer to Table 1). To date, further action on plastic bags at a national level has not progressed.

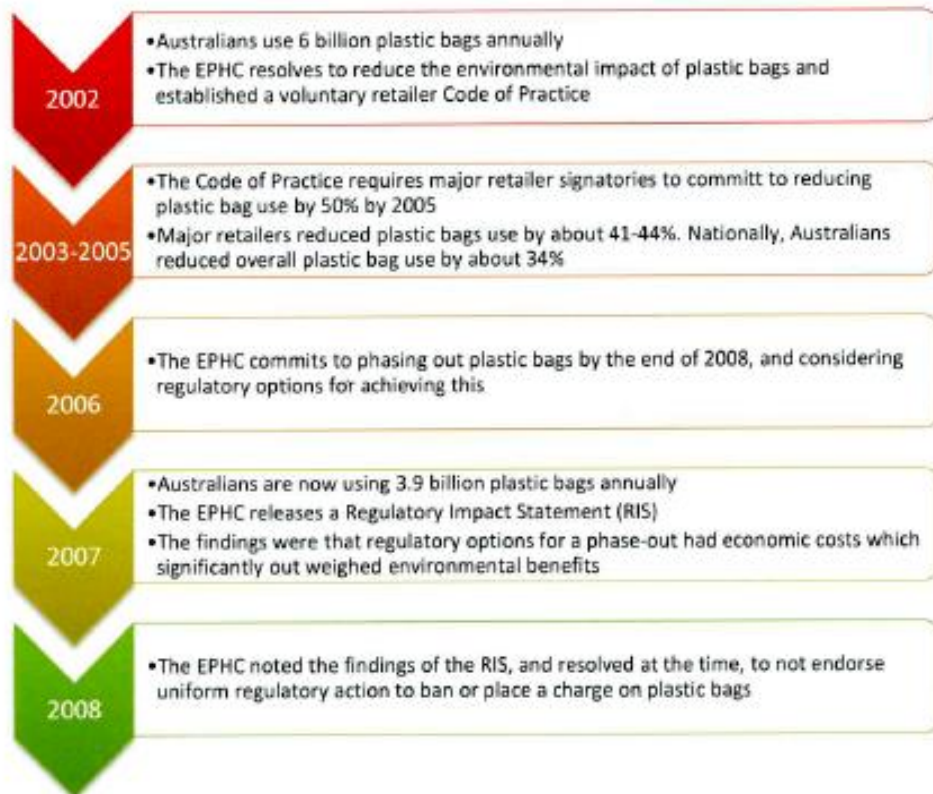


Figure 3: Timeline of Federal initiatives and results²⁰²⁷.

5.2 State and Territory Governments

The national discussion on microbeads is closely linked to the impact that products such as plastic bags have on the environment. There are a number of towns across Australia that have banned plastic bags, through localised collaborative efforts. Organisations such as the

²⁶ Department of the Environment (2014). Plastic Bags.

²⁷ Standing Council on Environment and Water (2014). EPHC Archive - Product Stewardship. Available online. <http://www.scew.gov.au/resource/ephc-archive-product-stewardship>

Boomerang Alliance²⁸, Wildlife Queensland²⁹, Plastic Bag Free Victoria³⁰, Greenpeace³¹, and Plastic Bag Free NSW³² are all advocating for action to be taken on plastic bags. In 2016, the NSW EPA released an Options Paper that identifies practical actions that can be taken on plastic shopping bags in terms of litter, consumption and recycling contamination³³. The following sections provide an overview of the approaches implemented by the Australian Capital Territory, Northern Territory, South Australia and Tasmania in introducing legislated bans on plastic bags³⁴.

These bans have the following common themes:

- A primary focus on light weight, single use bags and light weight plastic bags marked as 'degradable'
- They Don't include heavier department store plastic bags, biodegradable or compostable bags, barrier bags (e.g. for fruit and vegetables)
- There is a high level of public support for bans.

Australian Capital Territory ³⁵													
Head of Power	<i>Plastic Shopping Bags Ban Act 2010</i>												
Implementation	November 2011												
Approach	The ban prohibits retailers from providing single-use, lightweight polyethylene plastic bags of 35 microns or less.												
	<table> <tr> <th>What is Banned?</th><th>What is not Banned?</th></tr> <tr> <td>Lightweight, single use plastic bags</td><td>Heavier department store plastic bags</td></tr> <tr> <td>Lightweight plastic bags marked 'degradable'</td><td>Compostable bags that comply with AS 4736</td></tr> <tr> <td></td><td>Barrier bags (e.g. fruit and vegetables)</td></tr> <tr> <td></td><td>Paper bags</td></tr> <tr> <td></td><td>Green bags</td></tr> </table>	What is Banned?	What is not Banned?	Lightweight, single use plastic bags	Heavier department store plastic bags	Lightweight plastic bags marked 'degradable'	Compostable bags that comply with AS 4736		Barrier bags (e.g. fruit and vegetables)		Paper bags		Green bags
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Lightweight, single use plastic bags	Heavier department store plastic bags												
Lightweight plastic bags marked 'degradable'	Compostable bags that comply with AS 4736												
	Barrier bags (e.g. fruit and vegetables)												
	Paper bags												
	Green bags												
Review (2014)	<ul style="list-style-type: none"> - 65% of primary shoppers support the ban - 71% of shoppers prefer that the ban stays in place but (68%) do not wish to widen the ban to include all plastic bags 												

²⁸ Boomerang Alliance (2016). The Facts on Plastic Bags. Available online. http://www.boomerangalliance.org.au/the_facts_on_plastic_bags

²⁹ Wildlife Queensland (2016). Plastic Bag Free Queensland. Available online. <http://www.wildlife.org.au/conservation/PlasticBagFreeQueensland.html>

³⁰ Plastic Bag Free Victoria (2016). <http://www.plasticbagfreevictoria.org/>

³¹ Greenpeace (2016). Ban the Bag: Western Australia. Available online. <https://act.greenpeace.org.au/petitions/ban-the-bag-western-australia-1>

³² Plastic Bag Free NSW (2016). <http://plasticbagfreesw.squarespace.com/>

³³ NSW EPA (2016). Plastic Shopping Bags Options Paper. Available online. <http://www.epa.nsw.gov.au/waste/plastic-shopping-bags.htm>

³⁴ Hon. Greg Hunt MP Minister for the Environment (29 February 2016) Federal Government strengthens efforts to tackle plastic waste.

Available online. <https://www.environment.gov.au/minister/hunt/2016/mr20160229a.html>

³⁵ ACT Government (2014) Review of the Plastics Shopping Bags Ban. Available online.

http://www.environment.act.gov.au/waste/plastic_bags

	<ul style="list-style-type: none"> - 79% of shoppers now take re-usable bags always or most of the time when shopping. Prior to the ban 59% of primary shoppers were not using their own shopping bags - 59% all respondents believe banning plastic bags would help the environment, and make the surroundings look better. 34% do not, and consider having plastic bags are more convenient, and the ban as not efficient in reaching its purpose. - In the six months prior to the ban an estimated 266 tonnes of plastic bags (including single-use plastic bags, reusable plastic bags, bin liners and a proportion of reusable woven bags) was sent to landfill. For the 6 months to 31 October 2013 this appears to have decreased to by an estimated 36%.
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Northern Territory ³⁶													
Head of Power	<i>Environment Protection (Beverage Containers and Plastic Bags) Act 2011</i>												
Implementation	September 2011												
Approach	Retailers can no longer supply lightweight, "checkout" style plastic bags, including degradable bags. Consumers are encouraged to use alternative products when shopping.												
	<table> <tr> <th>What is Banned?</th><th>What is not Banned?</th></tr> <tr> <td>Lightweight, single use plastic bags</td><td>Heavier department store plastic bags</td></tr> <tr> <td>Lightweight plastic bags marked 'degradable'</td><td>Biodegradable or compostable bags that comply with AS 4736</td></tr> <tr> <td></td><td>Barrier bags (e.g. fruit and vegetables)</td></tr> <tr> <td></td><td>Paper bags</td></tr> <tr> <td></td><td>Green bags</td></tr> </table>	What is Banned?	What is not Banned?	Lightweight, single use plastic bags	Heavier department store plastic bags	Lightweight plastic bags marked 'degradable'	Biodegradable or compostable bags that comply with AS 4736		Barrier bags (e.g. fruit and vegetables)		Paper bags		Green bags
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	Paper bags												
	Green bags												
Review (2014)	<ul style="list-style-type: none"> - The ban has an average support rating of 7.3/10. 39% of shoppers rated their support level 10/10 - The ban has a rating of 2.2/10 on average for inconvenience. 48% of respondents rated the Ban 'not at all inconvenient' ('0' out of 10) - On average shoppers claim to bring their bags with them 5.5/10 trips since the introduction of the Ban. Prior to the Ban, this was 1.7/10 trips - 61% of shoppers were aware of the ban's public awareness campaign, which may be low due to the transient population of the Northern Territory - 37% of respondents stated that the ban is 'better for the environment.' - 34% of shoppers stated that the ban had led to a reduction in litter, 19% of shoppers claimed that the ban had led to a reduction in landfill - The total plastic bags (single-use plastic bags, reusable shopping bags, bin liners and kitchen tidy bags) are estimated to have reduced by 10.3 million per annum since the introduction of the ban. Given the diversity of 												

³⁶ NT Environment Protection Agency (2014). Northern Territory Plastic Bag Ban Review. Available online. http://www.ntepa.nt.gov.au/_data/assets/pdf_file/0009/353907/plastic_bag_ban_review_report_rewrite.pdf

	bag types of varying thickness that are available, this high-level analysis may not necessarily indicate a reduction in overall plastic usage.
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South Australia ³⁷		
Head of Power	Plastic Shopping Bags (Waste Avoidance) Act 2008	
Implementation	May 2009	
Approach	Retailers are banned from selling or giving away plastic bags with handles made of polyethylene polymer less than 35 microns.	
	What is Banned?	What is not Banned?
	Lightweight, single use plastic bags	Heavier department store plastic bags
	Lightweight plastic bags marked 'degradable'	Compostable bags that comply with AS 4736
		Barrier bags (e.g. fruit and vegetables)
		Paper bags
Result (2012)	<ul style="list-style-type: none"> - Overall, consumers are supportive of the ban (average score of 7.8/10); - 80% of consumers now take their own bags when grocery shopping; - 15% of consumers bought bin liners pre-ban and 80% bought bin liners post-ban; - The percentage of the litter stream consisting of plastic bags fell by 45% between 2008-09 and 2011-12; - 1 in 3 consumers now claim to recycle their reusable bags; and - 56% of consumers were supportive of extending the ban to include heavy and thick plastic bags. 	

Tasmania ³⁸		
Head of Power	Plastic Shopping Bags Ban Act 2013	
Implementation	November 2013	
Approach	Retailers can no longer supply shoppers with a plastic shopping bag for the purpose of enabling goods sold, or to be sold, by the retailer, to be carried from the retailer's premises.	
	What is Banned?	What is not Banned?
	Lightweight, single use plastic bags	Heavier department store plastic bags
	Lightweight plastic bags marked 'degradable'	Compostable bags that comply with AS 4736

³⁷ Aspin, M (2012). Review of the Plastic Shopping Bags (Waste Avoidance) Act 2008. Available online. http://www.zerowaste.sa.gov.au/upload/resource-centre/publications/plastic-bag-phase-out/PBActReview_maspin_Nov2012_2%20-%20final.pdf

³⁸ Tasmanian Government (2014). About Tasmania's Plastic Bag Ban. Available online. <http://www.plasticbags.tas.gov.au/about>

	Barrier bags (e.g. fruit and vegetables)
	Plastic bags that are an integral part of packaging (e.g. bread, frozen foods)
	Re-sealable zipper storage bags
Result (TBC)	A review is yet to be completed.

Western Australia ³⁹ 40414243	
State Government	There has been limited interest from the current WA Government to address problematic packaging. In 2010, the <i>Plastic Shopping Bags (Waste Avoidance) Bill</i> was introduced by the Hon. Dr Sally Talbot into Parliament. This Bill was defeated in March 2012.
Local Government	<p>In February 2012, the City of Fremantle responded to community concerns by resolving to develop the <i>Plastic Bag Reduction Local Law 2012</i>. The Local Law came into effect on 21 August 2013, but was not implemented. In this case, the Joint Standing Committee was unable to reach a determination and referred the matter to the Legislative Council. On 29 October 2013, the Legislative Council disallowed the City of Fremantle's Local Law, based on a clause permitting retailers to charge a 10c minimum fee for a compliant biodegradable bag.</p> <p>The City of Fremantle redrafted the Local Law, to address the concerns raised with the initial Local Law. The substantive change was that retailers were no longer required to charge a minimum fee of 10 cents for each alternative shopping bag provided to shoppers. Some of the penalties were revised to maintain consistency with laws in other jurisdictions. The Local Law was resubmitted to Parliament in early 2015. The Joint Standing Committee considered the Local Law and it was then tabled in Parliament. This meant that from the Committee's perspective, the Local Law was within the powers that Local Government are delegated to implement.</p> <p>In May 2015, Liberal MLC Hon Peter Katsambanis moved a disallowance motion against the amended Local Law. The matter was discussed in Parliament on 13 October 2015 and the disallowance motion carried. During the debate, one reason given for the disallowance was that such</p>

³⁹ Parliament WA (2012). *Plastic Shopping Bags (Waste Avoidance) Bill 2010*. Available online. <http://www.parliament.wa.gov.au/parliament/bills/rsf/BillProgressPopup?openForm&ParentUNID=E119346494D41137482576F80000B478>

⁴⁰ City of Fremantle (2015). (14/10) City frustrated with blocking of innovative Fremantle plastic bag law. Available online. <http://www.fremantle.wa.gov.au/news-and-media/1410-city-frustrated-blocking-innovative-fremantle-plastic-bag-law>

⁴¹ City of Fremantle (2015). (14/10) City frustrated with blocking of innovative Fremantle plastic bag law. Available online. <http://www.fremantle.wa.gov.au/news-and-media/1410-city-frustrated-blocking-innovative-fremantle-plastic-bag-law>

⁴² Hansard (Tuesday 13 October 2015). Available online.

[http://www.parliament.wa.gov.au/hansard/hansard.nsf/0/924f9b990d15a2d748257f40001136ed/\\$FILE/C39+S1+20151013+p7104b-7118a.pdf](http://www.parliament.wa.gov.au/hansard/hansard.nsf/0/924f9b990d15a2d748257f40001136ed/$FILE/C39+S1+20151013+p7104b-7118a.pdf)

⁴³ The West Australian (19 June 2015). Bid to block plastic ban irks councils. Available online. <https://au.news.yahoo.com/thewest/wa/a/28494891/fremantle-plastic-bag-ban-challenged/>

	<p>issues are best dealt with at a State Government level. At this time, the view of the Hon Albert Jacob, Minister for Environment was that:</p> <p><i>"The State Government does not regulate the use of plastic bags and has no intention of doing so. If a local government wishes to lawfully introduce and pass such a local law, that is a matter for the local government authority."</i></p> <p>The President of WALGA, at the time, expressed concern regarding the decision at the time, given that the City of Fremantle had addressed the legislative concerns of the Joint Standing Committee and the City, after extensive consultation, was acting to deliver benefits to its residents and retailers.</p>
Community Action	<p>Despite limited legislative traction on this issue a number of towns in Western Australia have taken localised action on plastic bags, though voluntary efforts. Examples include Coral Bay, Esperance, Exmouth, and Port Hedland.</p>

6. Key Findings

From the research undertaken by CSIRO it is evident that Western Australia has one of the highest levels of plastic pollution in the country and there is a particularly high loading along the coast around the Perth metropolitan area.

- **Finding 1 Plastic Pollution:** The issue of plastic pollution is far wider than just plastic bags and holistic action is required to address the problem. Although Local Government has limited capacity to address many of the sources of plastic pollution, it can take action to reduce the amounts of littered items entering the environment.
- **Finding 2 Consistent State Bans:** Many of the bans in place for plastic bags in Australia have a relatively consistent scope.
- **Finding 3 Local Government Position:** In taking action on plastic bags, Local Government needs to have a well-reasoned position on:
 - The key objectives of any intervention – plastic bags are not a specific waste management issue but are a source of litter and an opportunity for community engagement
 - The type of legislative approach that will be taken – banning vs charging
 - How the intervention will affect existing waste treatment systems
 - The approach to be taken in engaging the community (e.g. How the issue of bin liners should be addressed).

7. Appendix - International Case Studies

Many countries have previously taken action to reduce the impact of plastic bags. The following sections provide an overview of some of the approaches taken. Please note this is not an exhaustive list.

China ⁴⁴⁴⁵		
Head of Power	<i>Plastic Bag Restriction Order</i>	
Implementation	February 2008	
Approach	The production, sale or use of plastic shopping bags with a thickness of less than 25 microns is prohibited. Retailers must charge a fee when providing free plastic bags.	
	What is banned?	What is not banned?
	Plastic bags less than 25 microns thick	Fabric bags and other reusable bags
		Plastic shopping bags designed for re-use (provided the retailer charges a fee that is higher than operating costs)
Result (2011)	Plastic bag use in retail places dropped by approximately two-thirds. There have been issues with the implementation of the ban, in open-air and wholesale markets and roadside stalls.	

Ireland ⁴⁶		
Head of Power	Waste Management (Environmental Levy) (Plastic Bag) Regulations, 2001	
Implementation	March 2002	
Approach	A levy is applied to each bag consumed. All funds raised are submitted to an Environment Fund.	
	What is subject to the levy?	What is not subject to the levy?
	Single use plastic carry bags	Barrier bags (e.g. fruit, vegetables), that are less than 225mm wide (exclusive of any gussets), 345mm deep (inclusive of any gussets), and 450mm in length, (inclusive of any handles)

⁴⁴ China News (2011). Plastic Bag Ban. Available online. <http://www.dzsearchinese.com/news/2011/05/plastic-bags-ban/>

⁴⁵ Grist (2013). China's plastic-bag ban turns five years old. Available online. <http://grist.org/news/chinas-plastic-bag-ban-turns-five-years-old/>

⁴⁶ Department of Environment, Community and Local Government (2014). Plastic Bags. Available online. <http://www.environ.ie/en/Environment/Waste/PlasticBags/>

	Biodegradable polymer bags	Plastic bags for carrying goods that are sold on board ships or aircrafts, or sold in ports or airports
		Plastic shopping bags designed for re-use (provided the retailer charges at least 70c per bag)
Result	The introduction of a levy had an immediate effect on consumer behaviour with a decrease in plastic bag usage from an estimated 328 bags per capita to 21 bags per capita overnight. The levy was initially 15c per bag, and was increased to 22c per bag in 2007, in response to an increase in the use of plastic bags.	

Italy ^{47,48}		
Head of Power	DECRETO (18 March 2013) <i>Identification of Technical Characteristics of Bags for the Removal of the Goods.</i> (13a02536)	
Implementation	January 2011 (initially)	
Approach	Shopkeepers are banned from handing out non-biodegradable plastic bags.	
	What is subject to the ban?	What is not subject to the ban?
	Traditional single-use plastic bags	Biodegradable and compostable plastic shopping bags
		Plastic bags thicker than 200 microns thick, containing at least 30% recycled plastic if intended for food use
		Plastic bags thicker than 100 microns and containing at least 10% recycled plastic if not intended for food use
		Carry bags made of reusable paper, fabrics of natural fibers, polyamide fibers and materials other than polymers.
Result	There were major issues during the implementation of the ban, which was initially scheduled to begin in January 2011. Various groups and governments including the United Kingdom opposed the ban, on the basis that it breached EU law (i.e. packaging waste directive and free trade laws). The EU has now begun the process of investigating the impact of plastic bags, and methods of reducing this impact.	

⁴⁷ Environment News Service (2013). Italy Clarifies Plastic Bag Law, Enforcement Starts in May. Available online. <http://ens.newswire.com/2013/04/08/italy-clarifies-plastic-bag-law-enforcement-starts-in-may/>

⁴⁸ Cereplast (2013). DECRETO (18 March 2013). Available online. <http://www.cereplast.com/wp-content/uploads/Decreto.pdf>

Rwanda ⁴⁹							
Head of Power	<i>Law N° 57/2008 Relating to the Prohibition of Manufacturing, Importation, Use and Sale of Polythene Bags in Rwanda</i>						
Implementation	September 2008						
Approach	<p>The manufacture, importation, use and sale of polythene bags that are used to package various products is prohibited. Institutions in charge of controlling the use of polythene bags include the police, customs staff, environment management authority staff, and Local Authorities. Offenders can be imprisoned from between six to twelve months and be subject to various fines.</p> <table border="1"> <thead> <tr> <th>What is prohibited?</th><th>What is not prohibited?</th></tr> </thead> <tbody> <tr> <td>As above</td><td>There is a list of polythene bags that can be used in exceptional cases in Rwanda (e.g. healthcare applications). This list is updated from time to time.</td></tr> <tr> <td></td><td>Anyone wishing to manufacture, import, use, and to sell polythene bags must apply for a written authorisation from the Rwanda Environment Management Authority (outlining the need and the ways in which polythene waste will be managed)</td></tr> </tbody> </table>	What is prohibited?	What is not prohibited?	As above	There is a list of polythene bags that can be used in exceptional cases in Rwanda (e.g. healthcare applications). This list is updated from time to time.		Anyone wishing to manufacture, import, use, and to sell polythene bags must apply for a written authorisation from the Rwanda Environment Management Authority (outlining the need and the ways in which polythene waste will be managed)
What is prohibited?	What is not prohibited?						
As above	There is a list of polythene bags that can be used in exceptional cases in Rwanda (e.g. healthcare applications). This list is updated from time to time.						
	Anyone wishing to manufacture, import, use, and to sell polythene bags must apply for a written authorisation from the Rwanda Environment Management Authority (outlining the need and the ways in which polythene waste will be managed)						
Result	In the short term, community based associations were established to make bags from locally available, environmentally friendly materials. Private businesses re-structured their business model towards recycling or manufacturing bags. Rwanda has become a much cleaner country as a result of the ban.						

⁴⁹ The Delicious Day (2012). Rwanda First Country in the World to Ban the Plastic Bag. Available online. <http://thedeliciousday.com/environment/rwanda-plastic-bag-ban/>

13.10.16.05 ACCESSIBILITY ACCESS – 101B ROBINSON ROAD

File No: 3529
Applicant/ Proponent: M & I Northover
Subject Land/ Locality: 101B Robinson Road, Brookton
Date: 14/10/2016
Author: Dale Stewart, Acting Chief Executive Officer
Authorising Officer: Dale Stewart, Acting Chief Executive Officer
Disclosure of Interest from Author: Neither the Officer nor Authorising Officer have any impartiality, Financial or Proximity Interest that requires disclosure.
Authority/Discretion: ☒ Quasi-Judicial – when Council determines an application/matter that directly affects a person's right and interests. The judicial character arises from the obligation to abide by the principles of natural justice. Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (eg under the Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

Attachments:

1. 13.10.16.05A – WABCA
2. 13.10.16.05B – MUNICIPAL HERITAGE INVENTORY

OFFICER RECOMMENDATION

That given the social, accessibility, heritage and commercial opportunities that present with the proponent's development of a Retail Art Gallery at 101B Robinson Road, Brookton, the Council agree to contribute \$1,500 plus GST toward facilitating an independent accessibility audit and building certification of the shop, noting that the proponent will be bound by its findings.

SIMPLE MAJORITY VOTE REQUIRED

SUMMARY

The proposal is for the Council to contribute the sum of \$1,500 plus GST towards an independent accessibility audit and building certification of the shop, which in turn will conclude a long running dispute between the Council and the proponent.

Rosalie Pech Eva, Architect, acting on behalf of the proponents, the properties of the property, request to have Council cover the full extent of fees quoted by from WABCA Building Certifiers & Assessors.

BACKGROUND

Myles and Inez Northover own the shops on the corner of Lennard St and Robinson Road.

Shire of Brookton, Agenda Ordinary Meeting of Council, 20 October 2016

For the last 8 years they have been working towards upgrading the premises to open as a Second-Hand shop and Art Gallery.

Planning consent and a building licence were issued in 2008 and they are currently aggrieved with the requirements to meet disability access requirements at the Old Tea Rooms building.

Ms Peach Eva acts pro bono on behalf of owners Miles and Inez Northover regarding compliance certification of the universal access and services at the Art Gallery at 101B Robinson Road Brookton, and in preparing the balance of the property for commercial activity.

The Council, via a letter from the Acting CEO on 11th July 2016 and following the two Council Briefing Forums in May and June of this year, agreed to allocation of an Economic Development Grant to the project of an unspecified amount. The Council's policy does refer to a maximum value of \$1,000 per business, however this was not detailed in the letter of awarding.

Ms Pech Eva notes that she believes the Council should meet the entire \$1,500 cost, "in light of the incomplete and untimely advice previously provided by the Shires Building Officer/s to the Owners regarding universal access, since the project commenced in 2008.." .

Whilst this argument, and or the facts of the case, is not necessarily agreed upon or supported, in the spirit of cooperation and concluding the matter, the suggestion of an ex-gratia contribution to private building certification, is supported by the author.

CONSULTATION

The Council has previously been apprised of this matter at the Council Briefing Forums of;

- 19 May 2016
- 16 June 2016.

COMMENT

The Buildings, if accessible and open to the public would certainly, in the opinion of the author, make an attractive and vibrant addition to the commercial precinct and streetscape of Robinson Road.



LEGISLATIVE IMPLICATIONS

Disabled access needs to be addressed to comply with the National Construction Code 2016 and Disability Discrimination Act 1992.

Unfortunately, the regulations surrounding these requirements only allow for limited criteria for exemptions.

POLICY IMPLICATIONS

The Council's Policy 1.14 New Business Incentives relates.

FINANCIAL IMPLICATIONS

The Councils adopted Budget (GL 136060) includes the sum of \$2,000 as incentive payments for new business and at the time of writing of the report nothing has been committed.

Should additional request be received and be deemed eligible they will need to be treated on their merits.

STRATEGIC IMPLICATIONS

The Strategic Community Plan identifies the following in support of the request;

- Outcome 1.4: A vibrant and inclusive community.
 - Provide ongoing support for the provision of appropriate, accessible facilities to encourage artistic and cultural expression of the community.
- Outcome 1.6: Quality of life for the aged and disabled.

SUSTAINABILITY IMPLICATIONS

Environmental

The building is listed on the Council's adopted Municipal Heritage Inventory 2015 as a place of significance as a Grade B listing (the former Blue Bell Tearooms and Greengrocer).

Economic

Facilitating the development via overcoming the dispute regarding accessibility and compliance will provide conclusion such that the proponents will be more able to open the building for its intended use – that of a local Art Gallery – bringing vibrancy to the otherwise somewhat derelict building / corner precinct.

Social

There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

Risk

Risk	That Council not contribute to the development or contribute less than requested and the applicant if forced to comply with the current ruling resulting in delay or completion of the development.
------	---

Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Impact / Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control)	Medium (5-9)
Principal Risk Theme	Business & Community disruption
Risk Action Plan (Controls or Treatment proposed)	Accept Officer Recommendation

Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 6 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

CONCLUSION

Approving a contribution to the development will facilitate an amicable conclusion to a protracted and long running dispute involving a heritage building in the main street of the commercial precinct, resulting in greater likelihood of a viable, accessible, activation of the streetscape.

Our Ref: Q001860



29 July 2016

Attention: Rosalie Pech Eva
Rosalie Pech Eva Architect

Fee Proposal - Lot 1 Robinson Road, Brookton

Thank you for the invitation to submit a fee proposal to provide the following services. We look forward to your consideration of our submission and trust that this proposal will be read as commercial in confidence.

Project Appreciation

It is our understanding that we will be providing certification and approval services under the *Building Act 2011* to Rosalie Pech Eva Architect for this development.

The development is understood to be comprised of the following structural components as identified in the plans received by WABCA as at 29 July 2016:

- BCA Inspection and report into viability of conversion of existing tenancies in to built strata or freehold title.

Scope of Services and Programme

The fee structure proposed is based on the following schedule of services associated with Lot 1 Robinson Road, Brookton.

Stages & Tasks

WABCA Commercial CBC Site Inspection - Strata	\$600.00
<ul style="list-style-type: none">• WABCA will conduct a non-invasive site inspection to ascertain compliance	
WABCA Commercial BCA Preliminary Report	\$900.00
<ul style="list-style-type: none">• Review project documentation to ascertain compliance against the Building Code of Australia (BCA) 2014 and assessment against Disability (Access to Premises – Buildings) Standards 2010• Produce * 1 x comprehensive report identifying non-compliance and provide compliant design solutions	

Fee: We proposed to undertake the above tasks for a fee of

\$1,650.00 Including GST

**Refer to limitations - Capped allowance. Client agreement will be sought prior to any variations over and above the allocated project capped allowance. Note: The Client will only be charged for actual time accrued.*

Suite 14 Centre Park Business Centre
755 Albany Hwy East Victoria Park WA 6101
Registration. No. 21

Telephone | +61 8 9355 5484
Email | info@wabca.com.au
www.wabca.com.au

WABCA Pty Ltd
ATF The Greenwood Trust
ABN 14566572499





Acceptance & Commencement

Our fees will be invoiced up front and are required to be settled prior to the release of any certification or assessment. In order to expedite your job, and invoice will be sent to you shortly after acceptance of this fee proposal.

Please indicate your acceptance by signing the attached **Terms of Agreement** and returning to this office via email to info@wabca.com.au.

We look forward to working with you on your project.

Kind regards,

The WABCA Team

Tel | +61 8 9355 5484

Email | info@wabca.com.au Web | www.wabca.com.au



WABCA | Terms of Engagement

Our conditions of engagement will be in accordance with AS 4122-2010 General Conditions for Engagement of Consultants.

1.0 Scope of Services

WABCA will undertake the Scope of Services described in the fee proposal, together with any other additional services as may be agreed between parties in writing.

2.0 Schedule of Disbursement Rates

The following disbursements rates would apply.

Disbursement Item	Company	Rate (\$)
Copying plans (out sourcing to printers)	Copy Professionals, East Victoria Park Clockwork Print, West Perth	\$3.50 / A1 sheet
Printing documentation for DFES, CDC, CBC and CCC's	WABCA	\$0.50 / A3 sheet \$0.15 / A4 sheet

3.0 Time Frames

WABCA will always attempt to prepare reports and assessments in a timely manner. If you have a specific deadline, please discuss this with us so we can meet your expectations. Naturally, aspects of many jobs rely upon other service providers and Government Departments which can result in delays out of our control.

In this instance we believe the agreed scope of works can be completed with the following time frames:

- BCA assessment and report/email within 5 working days of receiving the Fee Acceptance and Client documentation package;
- Ad hoc advice where possible within 24 hours.

4.0 Client to Provide the Following Documentation

- 1x PDF version of all documents (inclusive of architectural plans). A thorough documentation checklist of items for the issue of our Certificates will be provided to the Client on acceptance of the fee proposal. All documentation should be provided to WABCA in a single package to avoid variations and to expedite assessment timeframes;
- Confirmation of any Notices/Orders/Requisitions pertinent to the subject land (if we are engaged to undertake certification services);
- 1x copy of the Planning Approval/Development Approval conditions pertinent to the proposed development;

Note: Large files can be sent to WABCA easily and securely through Yousendit via the following weblink <https://www.yousendit.com/dropbox?dropbox=WABCA> or <http://www.wabca.com.au/new-application-form>

5.0 Terms & Conditions

Our conditions of engagement will be in accordance with AS 4122-2010 General Conditions for Engagement of Consultants. Additionally, refer to WABCA's Addenda of Terms and Conditions which forms part of this Fee Proposal.

6.0 Cash Flow

Our fees will be invoiced up front and are required to be settled prior to the release of any certification or assessment. In order to expedite your job, and invoice will be sent to you shortly after acceptance of this fee proposal.

7.0 Hourly Rates

For any variations outside our scope of services the following rates will apply. Variations initiated by the Client may be subject to additional costs.

Role	Hourly Rate
Principal Building Surveyor	\$220+GST
Building surveying consultant (Senior Building Surveyor)	\$180+GST
Town Planning Consultant	\$180+GST
Energy Assessor	\$85+GST
Draftsperson	\$85+GST

8.0

Acceptance/Commencement

To endorse our appointment please complete the attached Acceptance of Fee Proposal Form and return it to our office preferably via email to info@wabca.com.au.

This fee proposal is required to be signed by the individual or endorsed by the company who takes responsibility for paying the invoices. The Client should provide the contact person at the Company / Business and address to whom invoices are to be sent.



Acceptance of Fee Proposal

To :	WA Building Certifiers & Assessors			
Scan and return to:	info@wabca.com.au	Date :	/ /	Valid To: 28 August 2016
Attention :	Office Manager	From :		
Subject:	Q001860	No. Pages :	1	
Project:	Lot 1 Robinson Road, Brookton			

We accept the terms and conditions of your proposal dated 29 July 2016, including payment of the fees and disbursements indicated in this fee proposal.

- \$1,650.00 Including GST

I/we understand that in accepting this proposal, I/we agree to the terms and conditions outlined in the Proposal document, including payment of fees and disbursements as nominated in the Proposal document.

I/we understand that as the signee of this fee acceptance, I/we accept responsibility for payment of invoices issued by Western Australia Building Certifiers and Assessors.

I/we understand that in accepting this proposal, I/we agree to the Terms and Conditions of Trade provided by Western Australia Building Certifiers and Assessors.

.....
(Signature)

.....
(Print Name)

for and on behalf of

.....
(Print Company Name)

Note: Please provide billing details below:

Contact Name: _____

Company: _____

ABN: _____

Address: _____

Email: _____

Phone: _____

Payment Terms: Prior to release of Certification, Assessment or Drafted Plans
--



Certificate of Design Compliance – Your Document Checklist

To ensure a more efficient turnaround time for your project, please make every attempt to achieve compliance with the Building Code of Australia and the Local Government Planning Scheme. For your records please use the following checklist when collating your documentation.

Property Details	Check	Comments
• Full Street Address (incl. Lot no.)	<input type="checkbox"/>	
• R-Code for lot (Residential Applications only)	<input type="checkbox"/>	
• Local Government Area	<input type="checkbox"/>	
• Contract Value of Proposed works (including GST)	<input type="checkbox"/>	
Contact Details		
• Agent's Details	<input type="checkbox"/>	
Documents		
• Site Survey	<input type="checkbox"/>	
• Site Classification Report or Geotechnical Report	<input type="checkbox"/>	
• Final Working Drawings	<input type="checkbox"/>	
• Specifications and/or Addenda	<input type="checkbox"/>	
• Engineer's Details	<input type="checkbox"/>	
• Termite Protection Details	<input type="checkbox"/>	
• Energy Efficiency Assessment Approval	<input type="checkbox"/>	
• Relevant Architectural Details	<input type="checkbox"/>	
Class 2-9 Buildings (Any building not a single or grouped dwelling, shed, patio, pool, or garage)		
• Technical Documents	<input type="checkbox"/>	
• Alternative Solutions	<input type="checkbox"/>	
• DFES advice	<input type="checkbox"/>	
Other Approvals		
• Planning Approval (if applicable)	<input type="checkbox"/>	
• Heritage Assessment (if applicable)	<input type="checkbox"/>	
• Health Department Approval – Septic Tanks (if applicable)	<input type="checkbox"/>	
Other		
• Pro Forma Statement on Work Affecting Other Land Signed by Builder	<input type="checkbox"/>	
• Main Use of Building	<input type="checkbox"/>	
Note: It is essential that all relevant information is provided with your submission. Certificates can only be issued when all the necessary information has been obtained. Incomplete applications will only delay the approval process.		



Western Australia Building Certifiers and Assessors Pty Ltd – Terms & Conditions of Trade

- 1. Definitions**
 - 1.1 "Consultant" means Western Australia Building Certifiers and Assessors Pty Ltd (as trustee for Greenwood Trust) T/A Western Australia Building Certifiers and Assessors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Western Australia Building Certifiers and Assessors Pty Ltd (as trustee for Greenwood Trust) T/A Western Australia Building Certifiers and Assessors Pty Ltd.
 - 1.2 "Client" means the person/s requesting the Consultant to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.
 - 1.3 "Services" means all Services provided by the Consultant to the Client at the Client's request from time to time, which includes the issuance of a Certificate of Construction Compliance ("CCC").
 - 1.4 "Documentation" means any documents, designs, drawings, details, specifications or other materials provided, utilised or created incidentally by the Consultant in the course of it conducting, or providing to the Client, any Services.
 - 1.5 "Proposal" means the letters or other documents prepared by the Consultant and submitted to the Client to describe the scope of Services to be provided, the personnel and equipment proposed to be utilized, and the amount or method of calculation of the Fee and reimbursable expenses.
 - 1.6 "Fee" means the price payable for the Services as agreed between the Consultant and the Client in accordance with clause 5 of this contract.
 - 1.7 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, either party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.
- 2. Acceptance**
 - 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Consultant.
 - 2.2 These terms and conditions may only be amended with the Consultant's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Consultant.
 - 2.3 These terms and conditions are meant to be read in conjunction with the AS 4122-2010 General Conditions of Engagement of Consultants and the Consultant's Proposal. If there are any inconsistencies between these documents then the terms and conditions contained therein shall prevail.
- 3. Change in Control**
 - 3.1 The Client shall give the Consultant not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Consultant as a result of the Client's failure to comply with this clause.
- 4. Client's Responsibilities**
 - 4.1 The Client shall (at their own cost) as soon as practicable:
 - (a) make available to the Consultant all relevant information, documents, drawings, certificates of title, plans, survey information and other particulars relating to the Client's requirements for the Services, and the Consultant is entitled to rely thereon;
 - (b) make arrangements to enable the Consultant to enter upon the intended site (and other premises as necessary) to enable the Consultant to provide the Services.
 - 4.2 The Client acknowledges and agrees that they will use their best endeavours to respond promptly to any request or query from the Consultant.
 - 4.3 If the Client becomes aware of any matter which may change the scope or timing of the Services then the Client will give written notice of same to the Consultant.
- 5. Fee and Payment**
 - 5.1 At the Consultant's sole discretion the Fee shall be either:
 - (a) as indicated on any invoice provided by the Consultant to the Client; or
 - (b) the Consultant's estimated price (subject to clause 5.2) which will be valid for the period stated in the Proposal or otherwise for a period of thirty (30) days and (unless otherwise specified in writing) excludes Reimbursable Expenses.
 - 5.2 The Consultant reserves the right to change the Fee:
 - (a) to include any Reimbursable Expenses as per clause 6;
 - (b) if a variation to the Services (including any variation to the CCC, or Client's brief/specifications) is required or requested;
 - (c) where additional costs are incurred by the Consultant due to unexpected delays, or receipt of approvals or permits, additional inspections, access to an assessment area not being available as was agreed or when pre-arranged; and
 - (d) variations will be charged in fifteen (15) minute increments at the Consultant's current hourly rate.
 - 5.3 At the Consultant's sole discretion a non-refundable deposit may be required.
 - 5.4 Time for payment for the Services being of the essence, the Fee will be payable by the Client on the date/s determined by the Consultant, which may be:
 - (a) on completion of the Services;
 - (b) before provision of the Services;
 - (c) by way of instalments/progress payments in accordance with the Consultant's payment schedule;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Consultant.
 - 5.5 Payment may be made by cheque, electronic/on-line banking, or by any other method as agreed to between the Client and the Consultant.
 - 5.6 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Client must pay to the Consultant an amount equal to any GST the Consultant must pay for any provision of Services by the Consultant to the Client under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fee. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Fee except where they are expressly included in the Fee.
 - (a) The Client acknowledges and agrees that the Client's obligations to the Consultant for the provision of the Services shall not cease (and where it is intended that any ownership of the Documentation shall pass, it shall not pass) until: the Client has paid the Consultant all amounts owing for the particular Services; and
 - (b) the Client has met all other obligations due by the Client to the Consultant in respect of all contracts between the parties.
 - 5.7 Receipt by the Consultant of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Consultant's ownership or rights in respect of the Services, and this agreement, shall continue.
- 6. Reimbursable Expenses**
 - 6.1 The Consultant shall be reimbursed for all expenses reasonably and properly incurred in connection with the provision of the Services, except where such expenses are specifically stated in writing by the Consultant as being non-reimbursable. All reimbursable expenses (e.g. travelling costs, government and application fees, search fees, photocopies, advertisements and notices, air freight and courier services, rental of special equipment, parking and fares, accommodation, telephone, facsimile and other incidental costs and expenses, etc.) will be charged at the cost involved (excluding GST) to the Consultant, plus an administration fee of five percent (5%) thereof.
- 7. Provision of the Services**
 - 7.1 Both parties shall make all reasonable effort to ensure the Services are provided in accordance with this agreement and take all necessary reasonable steps to minimise any possible delay thereto. However, any time specified by the Consultant for provision of the Services is an estimate only, and the Consultant will not be liable for any loss or damage incurred by the Client as a result of any delay. In the event that the Consultant is unable to provide the Services as agreed solely due to any action or inaction of the Client, then the Client shall pay to the Consultant a reasonable sum of money to cover the consequential costs and expenses suffered by the Consultant as a result of the delay.
 - 7.2 The commencement date will be put back and/or the duration of the Services extended by whatever time is reasonable in the event that the Consultant claims an extension of time (by giving the Client written notice as per clause 7.3) where provision the Services is delayed by an event beyond the Consultant's control, including but not limited to any event under clause 19.7, or any failure by the Client to:
 - (a) make a selection or provide clear and adequate specifications and/or instructions to the Consultant; or
 - (b) have the intended site ready for the Services (including any delay caused by the non-completion of prerequisite work performed by third parties); or
 - (c) notify the Consultant that the intended site is ready.
 - 7.3 Notwithstanding clause 7.2, if the Consultant becomes aware that they will be delayed in providing the Services in accordance with this agreement, the Consultant must immediately notify the Client in writing of the cause and nature of the delay. The Consultant is to detail in the notice the steps they will take to contain the delay and the anticipated duration of the delay.
- 8. Nominated Consultants**
 - 8.1 The Consultant may (if their consider it appropriate to do so) recommend the engagement of third-party consultants, who shall be engaged by the Client at the Client's own expense, and the Consultant does not warrant the accuracy or quality of the consultant's work, or warrant that the recommendations of the consultants are appropriate or adequate, or are fit for their purpose, or that they are not given negligently. The Client agrees that they shall not make any demand on the Consultant or commence any legal proceedings against the Consultant, and the Consultant shall have no liability, whether in negligence or otherwise, to the Client in relation to any services performed by the consultants.
- 9. Personal Property Securities Act 2009 ("PPSA")**
 - 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
 - 9.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all collateral (account), being a monetary obligation of the Client to the Consultant for Services that have previously been provided and that will be provided in the future by the Consultant to the Client.
 - 9.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Consultant may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, the Consultant for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Consultant;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the collateral (account) in favour of a third party without the prior written consent of the Consultant.
 - 9.4 The Consultant and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 - 9.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - 9.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - 9.7 Unless otherwise agreed to in writing by the Consultant, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 - 9.8 The Client must unconditionally ratify any actions taken by the Consultant under clauses 9.3 to 9.5.
 - 9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 10. Security and Charge**
 - 10.1 In consideration of the Consultant agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - 10.2 The Client indemnifies the Consultant from and against all the Consultant's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Consultant's rights under this clause.
 - 10.3 The Client irrevocably appoints the Consultant and each director of the Consultant as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.
- 11. Defects, the Competition and Consumer Act 2010 ("CCA") and the Fair Trading Acts ("FTA")**
 - 11.1 The Client must inspect the Services on completion and must within thirty (30) days of such time notify the Consultant in writing of any evident defect/damage, shortage in quantity, error or omission, or failure to comply with the Proposal or this agreement. The Client must notify any other alleged defect in the Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Consultant to inspect or review the Services provided.
 - 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
 - 11.3 The Consultant acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
 - 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Consultant makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. The Consultant's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 11.5 If the Client is a consumer within the meaning of the CCA, the Consultant's liability is limited to the extent permitted by section 64A of Schedule 2.
 - 11.6 If the Consultant is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the CCA, but is unable to do so, then the Consultant may refund any money the Client has paid for the Services but only to the extent that such



- refund shall take into account the value of Services which have been provided to the Client which were not defective.
- 11.7 If the Client is not a consumer within the meaning of the CCA, the Consultant's liability for any defective Services is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by the Consultant at the Consultant's sole discretion;
 - (b) otherwise negated absolutely.
12. **Intellectual Property**
- 12.1 The Consultant shall retain ownership of the copyright to all Documentation and know-how produced by the Consultant during the course of the Services. The Consultant grants to the Client a non-exclusive, royalty-free and irrevocable licence to use the Documentation arising out of the provision of the Services, but only for the site for which it was intended. The Client shall not use or make copies of any Intellectual Property without the prior written consent of the Consultant.
- 12.2 The Client warrants that all designs, specifications, information and instructions to the Consultant will not cause the Consultant to infringe any patent, registered design or trademark in the execution of the Client's order. Furthermore, the Client agrees to indemnify, defend, and hold the Consultant harmless from all loss incurred or suffered by the Consultant arising from any claims (including third party claims) or demands against them where such loss was caused by any infringement or alleged infringement of any person's Intellectual Property rights by the Client during its use of the Services.
13. **Confidentiality**
- 13.1 Subject to clause 16, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.
- 13.2 Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this agreement);
 - (b) received from a third party entitled to disclose it or by the written consent of the other party;
 - (c) that is independently developed;
 - (d) is required to be disclosed by law, regulations or administrative order.
14. **Default and Consequences of Default**
- 14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 14.2 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements incurred by the Consultant in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's contract default fee, and bank dishonour fees).
- 14.3 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Consultant may suspend or terminate the provision of Services to the Client. The Consultant will not be liable to the Client for any loss or damage the Client suffers because the Consultant has exercised its rights under this clause.
- 14.4 Without prejudice to the Consultant's other remedies at law the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Consultant shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
15. **Termination**
- 15.1 Either party may suspend or terminate this agreement by giving the other party no less than fourteen (14) days prior written notice of their intention to do so, and in this case:
- (a) the Client shall pay to the Consultant all amounts owing to the Consultant for Services provided up to the date of termination; or
 - (b) the Consultant shall not be obligated to refund any deposit paid by the Client to the Consultant for the Services prior to the termination of this agreement; and
 - (c) the Consultant shall not be liable for any loss or damage whatsoever arising from such termination.
- 15.2 Either party may terminate this agreement by written notice to the other party if the other party:
- (a) commits a material breach of any of its obligations under this agreement, and if such breach is capable of remedy, defaulting party does not remedy the breach;
 - (b) within twenty-eight (28) days after the date on which written notice of the breach is provided by the other party (or such other period as is agreed between the parties);
 - (c) where any event under clause 14.4 applies.
- 15.3 If this agreement is terminated for any reason then termination however caused does not affect any accrued rights or remedies in which the non-defaulting party possesses pursuant to the term of this agreement, at law or pursuant to any applicable legislation.
- 15.4 If a party terminates this agreement in accordance with clause 15.3 then the defaulting party is liable for and indemnifies the non-defaulting party against any loss of whatever nature incurred by the non-defaulting party.
16. **Privacy Act 1988**
- 16.1 The Client agrees for the Consultant to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Consultant.
- 16.2 The Client agrees that the Consultant may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 16.3 The Client consents to the Consultant being given a consumer credit report to collect overdue payment on commercial credit.
- 16.4 The Client agrees that personal credit information provided may be used and retained by the Consultant for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 16.5 The Consultant may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 16.6 The information given to the CRB may include:
- (a) personal information as outlined in 16.1 above;
 - (b) name of the credit provider and that the Consultant is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Consultant has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of the Consultant, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 16.7 The Client shall have the right to request (by e-mail) from the Consultant:
- (a) a copy of the information about the Client retained by the Consultant and the right to request that the Consultant correct any incorrect information; and
 - (b) that the Consultant does not disclose any personal information about the Client for the purpose of direct marketing.
- 16.8 The Consultant will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 16.9 The Client can make a privacy complaint by contacting the Consultant via e-mail. The Consultant will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
17. **Limitation of Liability**
- 17.1 The Consultant undertakes to act in all professional matters as a faithful consultant to the Client, whose interests will be watched over with skill and care. Notwithstanding, the Consultant shall only be liable to the Client for the consequences of any negligent act, omission or statement of the Consultant, and then only to the extent and limitations referred to in clause 17.2.
- 17.2 The loss and damage for which the Consultant is so liable, and the recompense to be made by the Consultant to a Client for such liability as specified in clause 17.1, shall be limited in aggregate to the amount specified in the Proposal in respect of any single act, omission or statement, but shall not under any circumstances exceed the cost of rectifying the Services.
- 17.3 The liability of the Consultant shall cover only direct loss or damage in respect of the Services, or other matters arising directly from the scope of the Services agreed in the Proposal, and then only to the maximum limit specified as per clause 17.2. All references herein to loss or damage shall be deemed to exclude loss or damage sustained by any third party in respect of which the Client is liable and responsible (as between the Client and the third party) whether by statute, contract tort or otherwise.
- 17.4 The liability of the Consultant to the Client shall expire three (3) months from the issue of the last invoice relevant to the particular Services, unless in the meantime the Client has made a claim in writing to the Consultant, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.
- 17.5 Notwithstanding clauses 17.1 to 17.4, the Consultant shall not be liable for any loss or damage sustained or sustainable by a Client in relation to:
- (a) errors occurring in plans, designs or specifications not created or prepared by the Consultant;
 - (b) errors occurring during the course of any services which are not provided by, nor the responsibility of, the Consultant;
 - (c) the use of any Documentation or other information of advice without the approval of the Consultant.
18. **Dispute Resolution**
- 18.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
19. **General**
- 19.1 The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the state in which the Consultant has its principal place of business, and are subject to the jurisdiction of the Perth courts in that state.
- 19.3 Subject to clauses 11 and 17, the Consultant shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Consultant of these terms and conditions (alternatively the Consultant's liability shall be limited to damages which under no circumstances shall exceed the Fee).
- 19.4 The Client shall not be entitled to set off against, or deduct from the Fee, any sums owed or claimed to be owed to the Client by the Consultant nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.5 The Consultant may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 19.6 The Client agrees that the Consultant may amend these terms and conditions at any time. If the Consultant makes a change to these terms and conditions, then that change will take effect from the date on which the Consultant notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Consultant to provide Services to the Client.
- 19.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 19.8 The obligations of clauses 12 and 13 shall survive termination or cancellation of this agreement.
- 19.9 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.



Limitations

- || *Capped allowance – In order to keep our fees to a minimum we have capped the allocated allowance in the Scope of work for the number of reports, meetings, issue of certificates, inspections, Client RfIs and advice;
- || *Our fees do not include coordinating the application for a Building Permit or obtaining Local Permit Authority sign-off (approval) of Planning, Engineering or Health conditions. We can however offer this service as a variation. Additionally, our disbursements do not include for Authority fees and other consultancy fees, unless where otherwise specified or agreed;*
- || The Client will contact the Permit Authority/Council to ascertain if any approvals are required in terms of planning (development approval), health (food premises, septic systems, public buildings etc.) and technical services (drainage design, crossovers design etc.). We can make enquiries with Council on the clients behalf as a variation in accordance with the hourly rates nominated;
- ⌚ We will assume Alternative Solutions incorporated in the existing development and or forming part of previous building licence/permit approvals will be identified in writing by the Client;
- || WABCA will not be preparing any Alternative Solutions to comply with the Performance Requirements of the BCA; we will be conducting a Deemed-to-Satisfy review of the documentation. Additionally, the Client understands that we will not be required to certify any Alternative Solutions (approved or otherwise) that are required to comply with the Performance Requirements of the BCA;
- ⌚ Where Alternative Solutions are prepared by a 3rd party to address the Performance Provisions of the BCA, WABCA will need to review and approve the Alternative Solutions. Building surveying services associated with the development, review and approval or non-approval of any proposed Alternative Solutions will be charged to the Client as a variation at a rate of \$180 per hour plus GST;
- || In the absence of a clear Scope of works for this project in terms of the number and type of Alternative Solutions which may be developed, we cannot ascertain the number of hours we may need to dedicate toward this part of the project. As a consequence we can provide a separate fixed term fee proposal for these items when they have been identified, or alternately we can provide our services on an hourly rate in accordance with the hourly rates nominated below;
- || In order to keep our fees to a minimum, our fee proposal has been provided on the basis that any amendments which are client driven i.e. not made at the request of WABCA to ensure compliance with the BCA, will be re-assessment as a variation at the rate of \$180ph;
- || The Client will be notified of any potential cost over-runs due to unforeseen circumstances and permission will be required from the Client for any fee variations;
- ⌚ Where applicable we have allowed for *1x site inspection. If additional inspections are required these will be charged at an hourly rate – NB: Additional site inspections undertaken to ensure snag list items have been rectified will be charged on an hourly rate;
- || An assessment will not be made with respect to compliance with Section J 'Energy Efficiency' provisions of the BCA. Information in this regard will need to be certified by the relevant services consultants to demonstrate compliance with the deemed-to-satisfy provisions of the BCA;
- ⌚ Audit Methodology – Building and or Structure inspections:
The internal and external audit/inspections will be carried out in a non-intrusive, "walk-through", visual basis only, and observations and conclusions will be based on this methodology. The presence of interior linings and finishes will limit the extent to which the building, structural and services elements can be inspected. Access may be gained into the ceiling space in a number of areas; however the inspection will not include checks in concealed spaces (e.g. service risers), dismantling, internal examination, or testing of any item.



It should be noted that whilst every effort will be made to identify possible non-compliance issues requiring rectification, this inspection cannot by the nature of investigation, identify all such items;

- || Our scope is limited to the completion of the works within 1 year from the construction commencement on site;

Assumptions

- ⌚ Material components and forms of construction incorporated into the design and not clearly identified on the plans will achieve the required Fire Resistance Levels in accordance with BCA Vol 1, Specification A2.3 and Specification C1.1;
 - || Required active services for fire fighting (typically fire hose reels, fire hydrants, and fire extinguishers) not shown on the plans will be introduced as the design develops;
 - || We will be assessing the plans against BCA 2015, Vol 1 unless otherwise advised;
 - || European House Borer (EHB) - We have assumed the building will not be located in a Restricted Movement Zone (RMZ) as defined in the "Agriculture and Related Resources Protection (European House Borer) regulations 2006". Where the building is located in a Restricted Movement Zone, additional mandated measures which include the use of EHB non-susceptible materials, such as treated pine must be specified (structural building elements i.e. roof frames and wall frames, stairs, floor frames).
To ascertain if the property is located in a Restricted Movement Zone, contact the Department of Agriculture on Freecall 1800 084 881 or
http://www.ehb.wa.gov.au/html/mangt02_regulations.htm
- ⌚ The Client is aware that the tender plans may need (Class 2-9) to be forwarded to the WA Department of Fire and Emergency Services (DFES) for comment before a Certificate of Design Compliance can be issued (Minimum timeframe **16 business days**);
 - || Western Australia Building Certifiers and Assessors rely upon and intend to rely upon the information, designs, specifications, plans, design drawings and instructions provided to them by the Client, the Consultants and the Building Contractor(s)
 - || Certifications provided by other parties will be assumed to be bona-fide copies of original documentation. It will be assumed that certifications and/or designs provided by other parties (mechanical, hydraulic, electrical, structural) have been checked and approved by appropriately qualified persons within that organisation for relevance to the subject building and compliance with the relevant Codes and Standards.
- ⌚ Our scope does not include requests for changes or variations to plans after submission to local government. Any changes requested by a local government authority are not included within the scope of this fee proposal and will be billed as per the hourly rates outlined within.



Place No: 7

NAME OF PLACE		BLUE BELL TEAROOMS & GREENGROCER (fmr)		
Other names				
Address		101 Robinson Road		
Suburb/Town		BROOKTON		
Reserve No:	Lot 1	Plan/Diagram	C.T. Vol Fol	
CONSTRUCTION DATE		c.1910		
Original Use		Commercial shops		
Present Use		vacant		
Other Use				
CONSTRUCTION MATERIALS:				
Walls		Brick		
Roof		Corrugated iron		
Other				
ARCHITECTURAL STYLE:		Federation commercial		
DESCRIPTION: The single storey building comprises two mirror plan shops with single recessed truncated entries on the outside edges adjacent to the shopfront windows across the centre. The shop has a simple parapet and evidence of a verandah having been removed.				
CONDITION		Fair		
INTEGRITY		Moderate to high degree- considerable works required		
AUTHENTICITY		Moderate to high degree		

STATEMENT OF SIGNIFICANCE

Blue Bell Tearooms & Greengrocer (fmr) makes a significant contribution to the commercial history of Brookton town.

MANAGEMENT RECOMMENDATION

Grade B: Shire of Brookton 'Heritage List.' TPS: Development Application. Retain & conserve.

HISTORICAL NOTES

The Tyrer family were associated with mail, school bus and building services in Brookton, and Jimmy Tyrer bought 4 shops in 1947 starting a greengrocery with a set of scales and a bag of Swedes- (maybe this building?). About that time he also had the Agency to sell Austin cars. In 1949 he was also involved in the school bus service, and in 1949, sold his shops to purchase Montgomery's buildings. In 1950 E. Robinson from Ballarat took over the Bluebell Tearooms, part of the post war influx of confidence in Brookton's future.

LISTINGS

State Heritage Office Database No.

SUPPORTING INFORMATION/BIBLIOGRAPHY

Thomas, A. *Kalkarni the Brookton Story*. Shire of Brookton 1999.

DOCUMENT TYPE

Published book

14.10.16 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15.10.16 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

16.10.16 CONFIDENTIAL REPORT

Under the Local Government Act 1995, Part 5, and Section 5.23, states in part:

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

- (a) a matter affecting an employee or employees;**
- (b) the personal affairs of any person;**
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;**
- (d) legal advice obtained, or which may be obtained by the local government and which relates to a matter to be discussed at the meeting;**
- (e) a matter that if disclosed, would reveal**
 - (i) a trade secret**
 - (ii) information that has a commercial value to a person or**
 - (iii) information about the business, professional, commercial or financial affairs of a person,**

Where the trade secret or information is held by, or is about, a person other than the local government.

- (f) a matter that if disclosed, could be reasonably expected to:**
 - (i) Impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law;**
 - (ii) Endanger the security of the local government's property; or**
 - (iii) Prejudice the maintenance or enforcement of any lawful measure for protecting public safety;**
- (g) information which is the subject of a direction given under section 23(1a) of the Parliamentary Commissioner Act 1981; and**
- (h) such other matters as may be prescribed.**

17.10.16 NEXT MEETING & CLOSURE

The next Ordinary meeting of Council will be on Thursday 17 November 2016 at 12.30 pm.

There being no further business the Presiding Member closed the meeting at pm.