

# Ordinary Council Meeting Minutes

22 June 2021



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## **SHIRE OF DALWALLINU**

**MINUTES** of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 22 June 2021 at 3.31pm.

**1 OPENING & ANNOUNCEMENT OF VISITORS**

The Chairperson (President) opened the meeting at 3.31pm.

**2 ANNOUNCEMENTS OF PRESIDING MEMBER**

Nil

**3 ATTENDANCE RECORD**

**3.1 Present**

Shire President	Cr SC Carter
Deputy Shire President	Cr KL Carter
	Cr MM Harms
	Cr NW Mills
	Cr BH Boys
	Cr KJ Christian
	Cr AR Dickins

Chief Executive Officer	Mrs JM Knight
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**3.2 Apologies**

Cr KM McNeill

**3.3 Leave of Absence Previously Granted**

Nil

**4 DECLARATIONS OF INTEREST**

Nil

**5 PUBLIC QUESTION TIME**

Nil



**6 MINUTES OF PREVIOUS MEETINGS**

**6.1 Ordinary Council Meeting – 25 May 2021**

**MOTION 9725**

Moved Cr NW Mills  
Seconded Cr KJ Christian

That the Minutes of the Ordinary Meeting of Council held 25 May 2021 be confirmed.

**CARRIED 7/0**

**7 PETITIONS/PRESENTATIONS/DEPUTATIONS/DELEGATES/REPORTS/SUBMISSIONS**

**7.1 Petitions**

Nil

**7.2 Presentations**

Nil

**7.3 Deputations**

Nil

**7.4 Delegates Reports/Submissions**

Nil

**8 METHOD OF DEALING WITH AGENDA BUSINESS (SHOW OF HANDS)**



**9           REPORTS**

**9.1       WORKS & SERVICES**

There were nil reports this month for Works & Services.



## **9.2 PLANNING & DEVELOPMENT**

There are three Late Items for Council which will be tabled at the meeting and presented as Item 13.1; 13.2 and 13.3.



### 9.3 CORPORATE SERVICES

#### 9.3.1 Accounts for Payment for May 2021\*

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Shire of Dalwallinu
<b>File Ref</b>	FM/9 Financial Reporting
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Christie Andrews, Senior Finance Officer
<b>Supervised by</b>	Hanna Jolly, Manager Corporate Services
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Summary of Accounts for Payment

#### Purpose of Report

Council is requested to consider the acceptance and approval of the Schedule of Accounts for Payment.

#### Background

A list of invoices paid for the month of May 2021 from the Municipal Account, to the sum of \$904,880.12 paid by EFT is attached together with a list of bank fees, payroll, direct debit payments, loan payments and transfer to Term Deposits. These payments total \$1,158,671.14. There were no payments from the Trust Account. Total payments from all accounts being \$1,158,671.14 have been listed for Council's ratification.

#### Consultation

In accordance with the requirements of the *Local Government Act 1995* a list of accounts paid, by approval of the Chief Executive Officer under Council's delegated authority, is to be completed for each month showing:

- The payees names
- The amount of the payments
- Sufficient information to identify the payment
- The date of the payment

The attached list meets the requirements of the Financial Regulations,

In addition to the above statutory requirements, Financial Management Regulation Section 13(4) requires 'the total of the other outstanding accounts be calculated and a statement be presented to Council at the next Council meeting'.

#### Legislative Implications

##### State

*Local Government Act 1995*

*Local Government (Financial Management) Regulations 1996*



**Policy Implications**

Nil

**Financial Implications**

Payments are in accordance with the adopted revised budget for 2020/21.

**Strategic Implications**

Nil

**Site Inspection**

Site inspection undertaken: Not applicable

**Triple Bottom Line Assessment***Economic implications*

There are no known significant economic implications associated with this proposal.

*Social implications*

There are no known significant social implications associated with this proposal.

*Environmental implications*

There are no known significant environmental implications associated with this proposal.

**Officer Comment**

Accounts for Payments are in accordance with the adopted revised budget for 2020/21 or authorised by separate resolution.

**Officer Recommendation/Resolution****MOTION 9726**

Moved Cr MM Harms  
Seconded Cr KL Carter

That Council, in accordance with the requirements of sections 13(1), 13(3), and 13(4) of the *Local Government (Financial Management) Regulations 1996* a list of payments made in May 2021 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling \$1,158,671.14 consisting of:

EFT Payments (EFT11915-EFT12013)	\$904,880.12
EFT Payments (Payroll)	\$119,500.00
Direct Debit – Superannuation (DD16101.1-12 and DD16120.1-12)	\$25,285.71
Direct Debit – Credit Card (DD16076.1 & DD16112.1)	\$2,528.30
Direct Debit – Housing Bonds (DD16086.1, DD16107.1 & DD16117.1)	\$767.00
Direct Debit – Payments to Dept of Transport	\$105,457.65
Bank Fees	\$252.36

**CARRIED 7/0**



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Cheque /EFT				Bank Code	INV Amount	Amount
No	Date	Name	Invoice Description			
EFT11915	06/05/2021	Jurien Bay Building	50% of final payment on practical completion for DFES designed building for Buntine Fire Appliance.	1		37,161.50
INV 01013	28/04/2021	Jurien Bay Building	50% of final payment on practical completion for DFES designed building for Buntine Fire Appliance.,		37,161.50	
EFT11916	06/05/2021	WESTRAC EQUIPMENT PTY LTD	Fuel cap for DL122	1		55.44
INV PI569233	21/04/2021	WESTRAC EQUIPMENT PTY LTD	Fuel cap for DL122		55.44	
EFT11917	06/05/2021	RBC - RURAL	Meterplan charge for admin photocopiers - Apr 21	1		1,467.50
INV 00029180	21/04/2021	RBC - RURAL	Meterplan charge for admin photocopiers - Apr 21		1,467.50	
EFT11918	06/05/2021	T-QUIP	Side broom for Sewell sweeper Quote 14061 # 7	1		862.00
INV 100222#7	12/04/2021	T-QUIP	Blades for DL9048 Toror mower Quote 14061 # 7, Side broom for Sewell sweeper Quote 14061 # 7		862.00	
EFT11919	06/05/2021	WURTH AUSTRALIA PTY LTD	Handcleaner x 2	1		106.19
INV 43075275	09/04/2021	WURTH AUSTRALIA PTY LTD	Handcleaner x 2		106.19	
EFT11920	06/05/2021	JASON SIGNMAKERS	Assorted road signs for Dalwallinu shire. Quote# 12471#2	1		6,567.89
INV 217820	31/03/2021	JASON SIGNMAKERS	Assorted road signs for Dalwallinu shire. Quote# 12471#2		6,567.89	
EFT11921	06/05/2021	AUSTRALIA POST - SHIRE	Postage charges for Shire admin - Apr 21	1		195.74
INV 1010544103	05/2021	AUSTRALIA POST - SHIRE	Postage charges for Shire admin - Apr 21		195.74	
EFT11922	06/05/2021	KLEENHEAT GAS	LPG bulk gas delivery for Dalwallinu Caravan Park	1		173.83
INV 2174688529	03/2021	KLEENHEAT GAS	LPG bulk gas delivery for Dalwallinu Caravan Park		173.83	
EFT11923	06/05/2021	DALWALLINU MOTORS	Fuel for sundry plant Apr '21	1		218.98
INV 20282	30/04/2021	DALWALLINU MOTORS	Fuel for sundry plant Apr '21, Trailer connector - Greg		218.98	
EFT11924	06/05/2021	BOC LIMITED	Monthly container rental for R020G Industrial Oxygen, R040G Acetylene & R060F3VIPR - w/shop	1		36.93

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Cheque /EFT				Bank Code	INV Amount	INV Amount
No	Date	Name	Invoice Description			
INV 5053593528/04/2021		BOC LIMITED	Monthly container rental for R020G Industrial Oxygen, R040G Acetlyene & R060F3VIPR - w/shop		36.93	
EFT11925	06/05/2021	TELSTRA	Medical centre phone account usage to 18/4, service/rental to 18/5	1		102.50
INV 7839697023/04/2021		TELSTRA	Medical centre phone account usage to 18/4, service/rental to 18/5		102.50	
EFT11926	06/05/2021	WALLIS COMPUTER SOLUTIONS	Salto door system lost connection to network - initial investigation to rectify the problem	1		308.00
INV 21642	23/04/2021	WALLIS COMPUTER SOLUTIONS	Salto door system lost connection to network - initial investigation to rectify the problem		308.00	
EFT11927	06/05/2021	OFFICEWORKS	Key tags for key & gym fobs	1		65.89
INV 1669152020/04/2021		OFFICEWORKS	Key tags for key & gym fobs		65.89	
EFT11928	06/05/2021	SYNERGY	Electricity Usage - Dalwallinu Sewerage Scheme - 9/2 to 22/4	1		2,360.37
INV 2936120523/04/2021		SYNERGY	Reversal by Synergy of electricity usage - FM Radio Transmitter - 6/10 to 2/12, Adjusted charges by Synergy of electricity usage - FM Radio Transmitter - 6/10 to 2/12, Reversed charges by Synergy of electricity usage - FM Radio Transmitter - 3/12 to 8/2, Adjusted charges by Synergy of electricity usage - FM Radio Transmitter - 3/12 to 8/2, Electricity usage - FM Radio Transmitter - 9/2 to 22/4		26.72	
INV 9667269123/04/2021		SYNERGY	Electricity Usage - Dalwallinu Sewerage Scheme - 9/2 to 22/4		1,237.29	
INV 4144813927/04/2021		SYNERGY	Electricity Usage - Pithara Sports Pavilion - 9/2 to 22/4/21		564.97	
INV 7975433130/04/2021		SYNERGY	Electricity Usage - Dalwallinu Aerodrome - 9/2 to 22/4		531.39	
EFT11929	06/05/2021	Refuel Australia	Diesel for shire depot 10,000ltr	1		12,459.00
INV 0171393215/04/2021		Refuel Australia	Diesel for shire depot 10,000ltr		12,459.00	
EFT11930	06/05/2021	Hitachi Construction Machinery (Australia) Pty Ltd	Repair hyd lever alarm fault on loader - labour charge only	1		303.60
INV INV0004712/04/2021		Hitachi Construction Machinery (Australia) Pty Ltd	Repair hyd lever alarm fault on loader - labour charge only		303.60	
EFT11931	06/05/2021	STATE LIBRARY OF WA	Freight recoup interlibrary loans 2020-21	1		318.91
INV RI02803419/04/2021		STATE LIBRARY OF WA	Freight recoup interlibrary loans 2020-21		318.91	

Cheque /EFT			Invoice Description	Bank Code	INV Amount	Amount
No	Date	Name				
EFT11932	06/05/2021	ROWDY'S ELECTRICAL	Change out control gear for pump station at the Dalwallinu Caravan Park	1		5,699.79
INV INV-025022/03/2021		ROWDY'S ELECTRICAL	Change out control gear for pump station at the Dalwallinu Caravan Park			3,563.85
INV INV-027815/04/2021		ROWDY'S ELECTRICAL	Install change over switch at sewer dam			1,814.19
INV INV-028118/04/2021		ROWDY'S ELECTRICAL	Test P1 for com room Dalwallinu Admin			321.75
EFT11933	06/05/2021	Ampac Debt Recovery	Debt recovery costs for Apr 21	1		89.09
INV 75102	22/04/2021	Ampac Debt Recovery	Debt recovery costs for Apr 21			89.09
EFT11934	06/05/2021	Toll Transport Pty Ltd	Freight charges on parts for Toro mower ex T-Quip	1		115.50
INV 0497-S42-18/04/2021		Toll Transport Pty Ltd	Freight charges for library exchange, Freight charges for signs ex Jason signs, Freight charges for work uniforms ex Totally Workwear, Freight charges on parts for Toro mower ex T-Quip			115.50
EFT11935	06/05/2021	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Blades for John Deere X166R Ride on Mower	1		219.65
INV 2016294	08/04/2021	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Blades for John Deere X166R Ride on Mower			126.50
INV 2017447	14/04/2021	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Drive belt for blades on JD ride-on			93.15
EFT11936	06/05/2021	P & J Transport Pty Ltd	Freight charges for Chlorine for sewerage scheme	1		442.20
INV 0000426729/04/2021		P & J Transport Pty Ltd	Freight charges for Calcium hypochlorite for pool ex Poolshop online, Freight charges for Chlorine for sewerage scheme, Freight charges for return of Chlorine cylinders, Freight charges for pool cleaner to Pool Robotics			442.20
EFT11937	06/05/2021	Liberty Plumbing & Gas	Removal and re installation of new pipes and works	1		6,435.00
INV INV-132927/04/2021		Liberty Plumbing & Gas	Locate, clean & clear sewer blockage			495.00
INV INV-131928/04/2021		Liberty Plumbing & Gas	Removal and re installation of new pipes and works			3,740.00
INV INV-133003/05/2021		Liberty Plumbing & Gas	Works to stop storm water from entering sewer pit			2,200.00
EFT11938	06/05/2021	Civil Engineering Project Management Pty. Ltd	Initial flood damage investigation from heavy rainfall flooding 3-4 March 2021 - site assessments, travel hours Melbourne to Perth & return	1		21,297.61

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Cheque /EFT				Bank Code	INV	
No	Date	Name	Invoice Description		Amount	Amount
INV 2021 121	30/04/2021	Civil Engineering Project Management Pty. Ltd	Initial flood damage investigation from heavy rainfall flooding 3-4 March 2021 - site assessments, travel hours Melbourne to Perth & return, Other expenses reimbursement - airfares, accommodation, vehicle hire & fuel		21,297.61	
EFT11939	06/05/2021	Office of the Auditor General	Final audit for year ending 30 June 2020	1	22,000.00	
INV 365/2021	13/04/2021	Office of the Auditor General	Final audit for year ending 30 June 2020		22,000.00	
EFT11940	06/05/2021	Advanced Traffic Management Wa	Traffic Management for Pithara East Rd 6-8 April 2021	1	7,164.85	
INV 001453481	19/04/2021	Advanced Traffic Management Wa	Traffic Management for Pithara East Rd 6-8 April 2021		7,164.85	
EFT11941	06/05/2021	Tally Homes Group Pty Ltd	50% payment for upgrade to Dalwallinu Ablution Facility - additional works as per Quote 000676 dated 10/2/21	1	14,190.00	
INV INV00062	28/04/2021	Tally Homes Group Pty Ltd	50% payment for upgrade to Dalwallinu Ablution Facility - additional works as per Quote 000676 dated 10/2/21		14,190.00	
EFT11942	06/05/2021	Totally Workwear Joondalup	Uniforms for Ryan Wilson, Rod Broad, Robert Waye, Preston Knight	1	1,028.60	
INV 720049860	09/04/2021	Totally Workwear Joondalup	Uniforms for Ryan Wilson, Rod Broad, Robert Waye, Preston Knight		1,028.60	
EFT11943	06/05/2021	Dalwallinu Foodworks	Anzac Day Breakfast food and catering supplies (GST Free component)	1	652.53	
INV APR21	03/05/2021	Dalwallinu Foodworks	Anzac Day Breakfast food and catering supplies (GST Free component), Anzac Day Breakfast food and catering supplies (GST Free component)		415.51	
INV APR21	03/05/2021	Dalwallinu Foodworks	Assorted goods as selected by shire staff for Apr--tissues,, Council refreshments Apr 21, Assorted goods as selected by shire staff for Apr- milk, tea bags, Council refreshments incl assorted savouries & fruit for Apr 21		102.02	
INV APR21	05/05/2021	Dalwallinu Foodworks	Assorted alcohol, Council refreshments		135.00	
EFT11944	06/05/2021	BCW Air	Re service of air conditioning at 36 Annetts Rd due to infestation of ants.	1	142.78	
INV 0000022722	04/2021	BCW Air	Re service of air conditioning at 36 Annetts Rd due to infestation of ants.		142.78	

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No	Date	Name				
EFT11945	06/05/2021	E Fire & Safety	Routine maintenance for fire and safety as per quotation incl 2 fire extinguishers	1		3,753.20
INV 541394	16/04/2021	E Fire & Safety	Routine maintenance for fire and safety as per quotation, Routine maintenance for fire and safety as per quotation, Routine maintenance for fire and safety as per quotation, incl 2 fire extinguishers, Routine maintenance for fire and safety as per quotation, Routine maintenance for fire and safety as per quotation, incl 2 fire extinguishers, Routine maintenance for fire and safety as per quotation incl 2 fire extinguishers, Routine maintenance for fire and safety as per quotation, incl 2 fire extinguisher, Routine maintenance for fire and safety as per quotation, incl 2 fire extinguishers, Routine maintenance for fire and safety as per quotation, incl 2 fire extinguishers, Routine maintenance for fire and safety as per quotation		3,753.20	
EFT11946	06/05/2021	Geko	40m Ultra high pressure hose for drain cleaner	1		643.50
INV 15420	29/04/2021	Geko	40m Ultra high pressure hose for drain cleaner		643.50	
EFT11947	06/05/2021	RICOH FINANCE	Lease fees for Shire admin printers MPC4504EXSP & MPC6004 - 8/5/21 to 7/6/21	1		507.09
INV 333123	09/04/2021	RICOH FINANCE	Lease fees for Shire admin printers MPC4504EXSP & MPC6004 - 8/5/21 to 7/6/21, Lease fees for Shire admin printers MPC4504EXSP & MPC6004 - 8/5/21 to 7/6/21, Lease fees for Shire admin printers MPC4504EXSP & MPC6004 - 8/5/21 to 7/6/21, Lease fees for Shire admin printers MPC4504EXSP & MPC6004 - 8/5/21 to 7/6/21		507.09	
EFT11948	06/05/2021	Jean Witheridge	Refund of rent paid in advance for Unit 2 WTL - moved out 30/4/21	1		450.00
INV RENTRE05/05/2021		Jean Witheridge	Refund of rent paid in advance for Unit 2 WTL - moved out 30/4/21		450.00	
EFT11949	06/05/2021	TELAIR PTY LTD	Shire Admininstration NBN service fee - 1/5 to 31/5	1		430.90
INV TA11981-30/04/2021		TELAIR PTY LTD	Shire Admininstration NBN service fee - 1/5 to 31/5		430.90	
EFT11950	06/05/2021	Commercial Locksmiths Pty Ltd ATF the Luksa Family Trust	Salto locks annual service & software update Dalwallinu Rec Centre	1		1,743.50

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Cheque /EFT				Bank Code	INV Amount	INV Amount
No	Date	Name	Invoice Description			
INV 86872	21/04/2021	Commercial Locksmiths Pty Ltd ATF the Luksa Family Trust	Salto locks annual service & software update Dalwallinu Rec Centre		165.00	
INV 87023	04/05/2021	Commercial Locksmiths Pty Ltd ATF the Luksa Family Trust	Salto locks annual service & software update Dalwallinu Rec Centre, Salto locks annual service & software update Dalwallinu Gymnasium		1,578.50	
EFT11951	06/05/2021	Pool Robotics Perth	Annual service of Dolphin wave 1000	1		1,494.30
INV 21-00001	26/04/2021	Pool Robotics Perth	Annual service of Dolphin wave 1000		1,494.30	
EFT11952	06/05/2021	Modus Australia	Supply & Installation of Universal Acess Ablution Facility in Kalannie- balance of payment	1		31,027.92
INV 0000962	13/04/2021	Modus Australia	Supply & Installation of Universal Acess Ablution Facility in Kalannie- balance of payment,		31,027.92	
EFT11953	06/05/2021	Rubek Automatic Doors	Works to the Dalwallinu Medical Centre Automatic Doors. Quote #16016	1		3,793.90
INV 000272352	28/04/2021	Rubek Automatic Doors	Works to the Dalwallinu Medical Centre Automatic Doors. Quote #16016		3,793.90	
EFT11954	06/05/2021	BUNNINGS TRADE	Asstd irrigation purchases from Bunnings using Powerpass card - Mar 21	1		406.18
INV 2016/012	21/03/2021	BUNNINGS TRADE	Asstd irrigation purchases from Bunnings using Powerpass card - Mar 21		406.18	
EFT11955	06/05/2021	Fiona Thompson Garden Design	Balance owing on design concept for Dalwallinu Town Hall	1		3,492.50
INV 1139	28/04/2021	Fiona Thompson Garden Design	Balance owing on design concept for Dalwallinu Town Hall		3,492.50	
EFT11956	06/05/2021	LANCE ARTHUR GOODWIN	Refund of bond paid 25/9/2020 - card 108927 replaced 108926	1		50.00
INV SPBOND0	04/05/2021	LANCE ARTHUR GOODWIN	Refund of bond paid 25/9/2020 - card 108927 replaced 108926		50.00	
EFT11957	06/05/2021	JAMES KENNETH RAY	Rates refund for assessment A6399 17 GARLAND STREET DALWALLINU WA 6609	1		328.86
INV A6399	05/05/2021	JAMES KENNETH RAY	Rates refund for assessment A6399 17 GARLAND STREET DALWALLINU WA 6609		328.86	
EFT11958	06/05/2021	BOEKEMAN MACHINERY	20k Service for DL 131	1		346.67
INV 314403	14/04/2021	BOEKEMAN MACHINERY	20k Service for DL 131		346.67	

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Cheque /EFT				Bank Code	INV Amount	Amount
No	Date	Name	Invoice Description			
EFT11959	06/05/2021	KALANNIE COMMUNITY RESOURCE CENTRE	Community grant funding round 1 2020/21	1		3,648.50
INV IV00000023	04/2021	KALANNIE COMMUNITY RESOURCE CENTRE	Community grant funding round 1 2020/21			3,648.50
EFT11960	06/05/2021	Child Support Agency	Payroll deductions	1		599.69
INV DEDUCT	30/04/2021	Child Support Agency	Payroll Deduction for emp 389 30/04/2021, Payroll Deduction for emp 390 30/04/2021			599.69
EFT11961	06/05/2021	ARROW BRONZE	Niche Wall plaque double plaque second inscription for AD Osborne as per quote 832608	1		212.58
INV 707912	08/04/2021	ARROW BRONZE	Niche Wall plaque double plaque second inscription for AD Osborne as per quote 832608			212.58
EFT11962	06/05/2021	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising - Totally Locally - Vol 20 - cyclone Seroja assist	1		20.00
INV 00058474	27/04/2021	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising - Totally Locally - Vol 20 - cyclone Seroja assist			20.00
EFT11963	13/05/2021	KEITH LESLIE CARTER	Remaining 50% of Deputy Presiden'ts allowance for 2020/21 (1 May to 31st Oct 21)	1		992.50
INV DEPPRES	07/05/2021	KEITH LESLIE CARTER	Remaining 50% of Deputy Presiden'ts allowance for 2020/21 (1 May to 31st Oct 21)			992.50
EFT11964	13/05/2021	WALLIS COMPUTER SOLUTIONS	Refund of venue & key bonds paid 12/02/2021 for Junior Basketball	1		490.00
INV VENUE/H	10/05/2021	WALLIS COMPUTER SOLUTIONS	Refund of venue & key bonds paid 12/02/2021 for Junior Basketball			490.00
EFT11965	13/05/2021	ST JOHN AMBULANCE DALWALLINU	St John's Ambulance memberships collected for month of April 21	1		361.00
INV SJAAPRI	12/05/2021	ST JOHN AMBULANCE DALWALLINU	St John's Ambulance memberships collected for month of April 21			361.00
EFT11966	13/05/2021	STEVEN CLIFFORD CARTER	Remaining 50% of Presidents allowance for 2020/2021 (1 May to 31 Oct 21)	1		3,971.00
INV PRESALI	07/05/2021	STEVEN CLIFFORD CARTER	Remaining 50% of Presidents allowance for 2020/2021 (1 May to 31 Oct 21)			3,971.00
EFT11967	13/05/2021	Toll Transport Pty Ltd	Freight charges on signs ex Jason Signmakers	1		119.74
INV 0496-S42	11/04/2021	Toll Transport Pty Ltd	Freight charges on signs ex Jason Signmakers			119.74

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EFT11968	13/05/2021	Department Of Mines, Industry Regulations And Safety	BSL collected for April 21	1		56.65
INV BSLAPR106/05/2021		Department Of Mines, Industry Regulations And Safety	BSL collected for April 21			56.65
EFT11969	13/05/2021	Hazard Group Pty Ltd	Supply and install limestone block retaining wall around playground & lay white washed playground sand to area	1		15,122.80
INV 1363	24/04/2021	Hazard Group Pty Ltd	Supply and install limestone block retaining wall around playground & lay white washed playground sand to area,			15,122.80
EFT11970	13/05/2021	Coerco Pty Ltd	Refund of key & venue bond paid 14/4/21 for hires 14 & 30 April + 5 th May	1		190.00
INV BONDRE06/05/2021		Coerco Pty Ltd	Refund of key & venue bond paid 14/4/21 for hires 14 & 30 April + 5 th May			190.00
EFT11971	20/05/2021	BP Australia Pty Ltd	Fuel for DL7504	1		85.92
INV 1154728930/04/2021		BP Australia Pty Ltd	Fuel for DL7504			85.92
EFT11972	20/05/2021	JOHN R WALLIS ENGINEERING	Canon MX 926 650 PGBK Cartridge - Depot Printer	1		70.40
INV INV-187019/04/2021		JOHN R WALLIS ENGINEERING	Canon MX 926 650 PGBK Cartridge - Depot Printer			70.40
EFT11973	20/05/2021	JASON SIGNMAKERS	4x Garden signs	1		176.04
INV 218641	04/05/2021	JASON SIGNMAKERS	4x Garden signs			176.04
EFT11974	20/05/2021	WATER CORPORATION	Water Usage - Dalwallinu Aquatic Centre - 04/03 to 05/05	1		25,843.93
INV 9019937711/01/2021		WATER CORPORATION	Water usage charges - 1 South St - 4/11 to 7/1 - property only tenanted to 23/12 (Dr inv issued for \$61.55)			80.39
INV 9019937711/01/2021		WATER CORPORATION	Reversal of water usage charges 1 South St, for 4/11 - 7/1 - overdue account issued due to non payment by tenant at time. property vacated & payment since made by tenant.			-80.39
INV 9007957004/05/2021		WATER CORPORATION	Water Usage - Standpipe Dalwallinu Kalannie Rd - 4/1 to 3/3 - adjusted amount, Reversal of Water Usage - Standpipe Dalwallinu Kalannie Rd - 4/1 to 3/3, Water Usage - Standpipe Dalwallinu Kalannie Rd - 3/3 to 3/5, Water service charges - Standpipe Dalwallinu Kalannie Rd 1/5 to 30/6			30.62
INV 9007957105/05/2021		WATER CORPORATION	Water Usage - Standpipe Goatcher Rd - 03/05 to 04/05			45.25

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INV 9007956605/05/2021	WATER CORPORATION		Water Service Charges - Pithara Sports Pavilion - 03/03 to 04/05		5.32	
INV 9007823806/05/2021	WATER CORPORATION		Water Service Charges - 13 Rayner St - 01/05 to 30/06, Water Usage - 13 Rayner St - 04/03 to 05/05, Water Service Charges - 15 Rayner St - 01/05 to 30/06, Water Usage - 15 Rayner St - 04/03 to 05/05		485.10	
INV 9014377206/05/2021	WATER CORPORATION		Water Usage - 1 Wattle Close - 04/03 to 05/05, Water Usage - 36 Annetts Rd - 04/03 to 05/05		163.77	
INV 9016574306/05/2021	WATER CORPORATION		Water Service Charges - 6B Cousins Rd - 01/05 to 30/06, Water Usage - 6B Cousins Rd - 04/03 to 05/05		114.77	
INV 9008646906/05/2021	WATER CORPORATION		Water Service Charges - Lot 504 Salmon Gums Place - 01/05 to 30/06, Water Usage - Lot 504 Salmon Gums Place - 04/03 to 05/05		87.99	
INV 9007824906/05/2021	WATER CORPORATION		Water Service Charges - 65 Johnston St - 01/05 to 30/06, Water Usage - 65 Johnston St - 04/03 to 05/05		573.58	
INV 9007868406/05/2021	WATER CORPORATION		Water Service Charges - Standipe Ellison Rd - 01/05 to 30/06		46.60	
INV 9013851506/05/2021	WATER CORPORATION		Water Service Charges - 1/11 James St - 01/05 to 30/06		44.18	
INV 9010747506/05/2021	WATER CORPORATION		Water Service Charges - Standpipe Deacon St - 01/05 to 30/06, Water Usage - Standpipe Deacon St - 04/03 to 05/05		2,774.89	
INV 9007825806/05/2021	WATER CORPORATION		Water Service Charges - 8 Harris St - 01/05 to 30/06, Water Usage - 8 Harris St - 04/03 to 05/05		125.58	
INV 9007824106/05/2021	WATER CORPORATION		Water Usage - Early Learning Centre - 04/03 to 05/05		220.95	
INV 9013897206/05/2021	WATER CORPORATION		Water Service Charges - 36 Annetts Rd - 01/05 to 30/06		44.18	
INV 9009281906/05/2021	WATER CORPORATION		Water Service Charges - 23 Rayner St - 01/05 to 30/06		44.18	
INV 9013897206/05/2021	WATER CORPORATION		Water Service Charges - 1 Wattle Close - 01/05 to 30/06		44.18	
INV 9013851506/05/2021	WATER CORPORATION		Water Service Charges - 1/11 James St - 01/05 to 30/06, Water Usage - 1/11 James St - 04/03 to 05/05, Water Service Charges - 2/11 James St - 01/05 to 30/06, Water Usage - 2/11 James St - 04/03 to 05/05		69.76	
INV 9007827306/05/2021	WATER CORPORATION		Water Usage - Shire Admin Centre - 04/03 to 05/05, Water Usage - Council Chambers - 04/03 to 05/05		452.54	
INV 9007824306/05/2021	WATER CORPORATION		Water Usage - 1/11 James St - 04/03 to 05/05, Water Usage - 2/11 James St - 04/03 to 05/05		108.39	

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INV 9007823306/05/2021	WATER CORPORATION		Water Usage - Dalwallinu Aquatic Centre - 04/03 to 05/05, Water Usage - Dalwallinu Recreation Centre - 04/03 to 05/05, Water Service Charges - Dalwallinu Recreation Centre - 01/05 to 30/06, Water Service Charges - Dalwallinu Aquatic Centre - 01/05 to 30/06		8,093.83	
INV 9007824006/05/2021	WATER CORPORATION		Water Service Charges - 68 Annetts Rd - 01/05 to 30/06, Water Usage - 68 Annetts Rd - 04/03 to 05/05		660.01	
INV 9008646906/05/2021	WATER CORPORATION		Water Service Charges - Lot 503 Salmon Gum Pl - 01/05 to 30/06, Water Usage - Lot 503 Salmon Gum Pl - 04/03 to 05/05		86.81	
INV 9009281906/05/2021	WATER CORPORATION		Water Service Charges - 21 Rayner St - 01/05 to 30/06		44.18	
INV 9016574306/05/2021	WATER CORPORATION		Water Service Charges - 6A Cousins Rd - 01/05 to 30/06, Water Usage - 6A Cousins Rd - 04/03 to 05/05		206.24	
INV 9013851506/05/2021	WATER CORPORATION		Water service charges - U2/11 James St - 01/05 to 30/06		44.18	
INV 9007824906/05/2021	WATER CORPORATION		Water Service Charges - Dalwallinu Discovery Centre - 01/05 to 30/06, Water Usage - Dalwallinu Discovery Centre - 04/03 to 05/05		489.84	
INV 9011969306/05/2021	WATER CORPORATION		Water Service Charges - 8 Pioneer Pl - 1/5 to 30/6, Water Usage - 8 Pioneer Pl - 4/3 to 5/5		170.75	
INV 9002140006/05/2021	WATER CORPORATION		Water usage - Buntine Fire Shed -4/3 to 5/5		10.65	
INV 9007824306/05/2021	WATER CORPORATION		Water Usage - Pioneer House - 4/3 to 5/5, Water Usage - Sullivan Lodge - 4/3 to 5/5, Water Usage - Wilfred Thomas Lodge - 4/3 to 5/5		883.78	
INV 9007825806/05/2021	WATER CORPORATION		Water Usage - Dalwallinu Caravan Park - 4/3 to 5/5, Water Usage - 2 Dowie St - 4/3 to 5/5, Water Usage - 4 Dowie St - 4/3 to 5/5, Water Usage - 10 Roberts Rd - 4/3 to 5/5		1,527.99	
INV 9019525806/05/2021	WATER CORPORATION		Water Service Charges - Unit 1, 806 Huggett Dve - 1/5 to 30/6 & usage 4/3 to 5/5, Water Service Charges - Unit 2, 806 Huggett Dve - 1/5 to 30/6 & usage 4/3 to 5/5, Water Service Charges - Unit 3, 806 Huggett Dve -1/5 to 30/6 & usage 4/3 to 5/5		669.70	
INV 9007825206/05/2021	WATER CORPORATION		Water Usage - Memorial Park - 4/3 to 5/5, Water Usage - CBD Gardens - 4/3 to 5/5		4,916.71	
INV 9007825706/05/2021	WATER CORPORATION		Water Usage - Works Depot - 4/3 to 5/5		127.78	
INV 9019937807/05/2021	WATER CORPORATION		Water Service Charges - 38 Leahy St - 01/05 to 30/06		44.18	
INV 9010293907/05/2021	WATER CORPORATION		Water Service Charges - 11A Anderson Way - 01/05 to 30/06		44.18	

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INV 9007851807/05/2021		WATER CORPORATION	Water Service Charges - Standpipe Pithara - 01/05 30/06		291.28	
INV 9007826107/05/2021		WATER CORPORATION	Water Usage - Richardson Park - 04/03 to 06/05		1,410.86	
INV 9007826907/05/2021		WATER CORPORATION	Water Usage - 1 Wasley St - 05/03 to 06/05, Water Service Charges - 1 Wasley St - 01/05 to 30/06		131.84	
INV 9007826907/05/2021		WATER CORPORATION	Water Service Charges - 2 Dungey Rd - 01/05 to 30/06		44.18	
INV 9019937707/05/2021		WATER CORPORATION	Water Service Charges - 1 South St - 01/05 to 30/06		44.18	
INV 9019937807/05/2021		WATER CORPORATION	Water Service Charges - 3 South St - 01/05 to 30/06		44.18	
INV 9007852007/05/2021		WATER CORPORATION	Water Usage - Pithara Town Hall - 05/03 to 06/05		82.52	
INV 9009276007/05/2021		WATER CORPORATION	Water Service Charges - 6 McLevie Way - 01/05 to 30/06		44.18	
INV 9018742207/05/2021		WATER CORPORATION	Water Service Charges - 46 Leahy St - 01/05 to 30/06		46.10	
INV 9010293907/05/2021		WATER CORPORATION	Water usage charges - 11B Anderson Way - 04/03 to 06/05, Water service charges - 11B Anderson Way - 01/05 to 30/06		113.61	
INV 9018742207/05/2021		WATER CORPORATION	Water Service Charges - 7 South St - 01/05 to 30/06		44.18	
INV 9018742207/05/2021		WATER CORPORATION	Water Service Charegs - 5 South St - 1/5 to 30/6		44.18	
EFT11975	20/05/2021	WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	Fuel for DL103 - Apr 21	1	1,904.31	
INV 30APR21	30/04/2021	WRIGHT EXPRESS FUEL CARDS AUSTRALIA LTD	Fuel for DL186 - Apr 21, Fuel for DL492 - Apr 21, Fuel for DL131 - Apr 21, Fuel for DL103 - Apr 21, Admin fee on fuel for DL103 - Apr 21, Fuel for DL281 - Apr 21, Fuel for DL2 - Apr 21, Fuel for DL89 - Apr 21, Admin fee on fuel for DL89 - Apr 21		1,904.31	
EFT11976	20/05/2021	DALWALLINU MOTORS	Fuel for assorted plant May 21	1	88.05	
INV 20312	10/05/2021	DALWALLINU MOTORS	Fuel for assorted plant May 21		88.05	
EFT11977	20/05/2021	JENNY'S BAKEHOUSE	Catering for citizenship ceremony 23/3	1	399.50	
INV 1297	30/04/2021	JENNY'S BAKEHOUSE	Catering for citizenship ceremony 23/3		200.00	
INV 1297	30/04/2021	JENNY'S BAKEHOUSE	Anzac Day Breakfast - 11 loaves fresh sliced bread		49.50	
INV 1297	30/04/2021	JENNY'S BAKEHOUSE	LEMC RIsk Workshop - 3/5/2021 Catering for 15 people		150.00	
EFT11978	20/05/2021	BURGESS RAWSON (WA) PTY LTD	Water usage, Wubin Wheatbin Museum, 5/3 to 5/5	1	73.21	

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INV 11471	10/05/2021	BURGESS RAWSON (WA) PTY LTD	Water usage, Wubin Wheatbin Museum, 5/3 to 5/5		73.21	
EFT11979	20/05/2021	Building and Construction Industry Training Board Training Board	BCITF levy collected for 30/4/21	1	69.06	
INV INV-100906	05/2021	Building and Construction Industry Training Board Training Board	BCITF levy collected for 30/4/21		69.06	
EFT11980	20/05/2021	SYNERGY	Electricity Usage - Streetlights - 25/3 to 24/4	1	16,432.87	
INV 7153362703	05/2021	SYNERGY	Electricity Usage - Streetlights - 25/3 to 24/4		6,444.56	
INV 1152816306	05/2021	SYNERGY	Electricity Charges - Pithara Town Hall & Supper Room - 3/3 to 4/5		119.66	
INV 4110597307	05/2021	SYNERGY	Electricity Usage - Lot 503 Salmon Gum Pl - 5/3 to 5/5		184.83	
INV 8971045507	05/2021	SYNERGY	Electricity Usage - Lot 504 Salmon Gum Place - 5/3 to 5/5		545.12	
INV 9802545907	05/2021	SYNERGY	Electricity Usage - Dalwallinu Oval Dam - 05/3 to 5/5		744.48	
INV 2419167507	05/2021	SYNERGY	Electricity Usage - Wilfred Thomas Lodge - 5/3 to 5/5		248.53	
INV 9624456107	05/2021	SYNERGY	Electricity Usage - Richardson Park - 3/3 to 5/5		254.42	
INV 2099147007	05/2021	SYNERGY	Electricity Usage - 11B Anderson Way - 5/3 to 5/5		211.35	
INV 2000210410	05/2021	SYNERGY	Electricity Usage - Dalwallinu Sewerage Scheme - 5/3 to 5/5		215.13	
INV 2225199110	05/2021	SYNERGY	Electricity Usage - Pump for Richardson Park - 3/3 to 5/5, Electricity Usage - Pump for Memorial Park - Insert Dates		142.75	
INV 3609104010	05/2021	SYNERGY	Electricity usage, 6B Cousins Rd - 5/3 to 5/5		286.00	
INV 8237364110	05/2021	SYNERGY	Electricity Usage - Works Depot - 3/3 to 4/5		1,077.88	
INV 5605877510	05/2021	SYNERGY	Electricity Charges - Wheatbin Muesum Building - 3/3 to 4/4		116.22	
INV 2556820310	05/2021	SYNERGY	Electricity Usage - Memorial Park - 5/3 to 4/5		342.76	
INV 2647859210	05/2021	SYNERGY	Electricity Usage - 8 Harris St - 3/3 to 4/5		228.53	
INV 9463785810	05/2021	SYNERGY	Electricity Usage - Buntine Tennis Club - 3/3 to 4/5		116.22	
INV 5721914210	05/2021	SYNERGY	Electricity Usage - 6A Cousins Rd - 5/3 to 5/5		217.69	
INV 4941567510	05/2021	SYNERGY	Electricity Usage - Buntine Emergency Services Building - 3/3 to 4/5		220.99	

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INV 5423525410/05/2021		SYNERGY	Electricity Usage - Dalwallinu Ablution Block - Insert Dates, Electricity Usage - Memorial Park - P&G - Insert Dates, Electricity Usage - Dalwallinu Craft Shop - Insert Dates, Electricity Usage - Dalwallinu Community Arts Building - Insert Dates		517.58
INV 7359440310/05/2021		SYNERGY	Electricity Usage - Wubin Sports Pavilion - 3/3 to 4/5		181.67
INV 9175245910/05/2021		SYNERGY	Electricity Charges - Buntine Town Hall - 3/3 to 4/5		116.22
INV 6090247210/05/2021		SYNERGY	Electricity Usage - Dalwallinu Medical Centre - 3/3 to 5/5		943.09
INV 3166751511/05/2021		SYNERGY	Electricity Usage - Kalannie Emergency Services Building - 5/3 to 6/5		123.10
INV 8740002711/05/2021		SYNERGY	Electricity Usage - Kalannie Town Hall - 5/3 to 6/5		760.39
INV 1212566711/05/2021		SYNERGY	Electricity Usage - Kalannie Sports Pavilion - 5/3 to 6/5		1,271.08
INV 3168110711/05/2021		SYNERGY	Electricity Usage - Kalannie Parks & Garden-5/3 to 6/5		141.19
INV 1073087112/05/2021		SYNERGY	Electricity Usage - Dalwallinu Discovery Centre - 14/4 to 11/5		661.43
EFT11981	20/05/2021	ELECTRICAIR	Labour to replace pump @ Kalannie Caravan Park + 2 fittings	1	639.70
INV 0000410614/10/2020		ELECTRICAIR	Labour to replace pump @ Kalannie Caravan Park + 2 fittings		639.70
EFT11982	20/05/2021	DOWNER EDI WORKS PTY LTD	Cement Stabilisation Dalwallinu-Kalannie Road 20-23 April 2021	1	69,478.75
INV 6010766	23/04/2021	DOWNER EDI WORKS PTY LTD	Cement Stabilisation Dalwallinu-Kalannie Road 20-23 April 2021, Cement Stabilisation mob/demob crew Dalwallinu-Kalannie Road 20-23 April 2021		69,478.75
EFT11983	20/05/2021	ROWDY'S ELECTRICAL	Light tower on the NE & SW corners of basketball court - replace globes test fault in control gear	1	3,472.22
INV INV-026908/04/2021		ROWDY'S ELECTRICAL	Light tower on the NE & SW corners of basketball court - replace globes test fault in control gear		3,472.22
EFT11984	20/05/2021	Bitutek Pty Ltd	Glamoff Road 10mm reseal 28,709m <sup>2</sup> 19-30 April 2021	1	336,334.85

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INV 0000633430/04/2021	Bitutek Pty Ltd		Dalwallinu Kalannie Rd 14mm primer seal 12,192m2 19-30 April 2021, Dalwallinu Recreation Centre Precinct Carpak 2 coat seal 14mm/7mm 1,780m2 April 2021, , Harris North Rd 10mm reseal 1,152m2 19-30 April 2021, Hyde St 10mm reseal 3,627m2 19-30 April 2021, Nugadong East Rd 10mm reseal 594m2 19-30 April 2021, Salmon Gum Place 10mm reseal 240m2 19-30 April 2021, Wattle Close 10mm reseal 240m2 19-30 April 2021, Wasley Road 10mm reseal 2,160m2 19-30 April 2021, Glamoff Road 10mm reseal 28,709m2 19-30 April 2021, Goodlands Road 10mm reseal 19,946m2 19-30 April 2021, Meadows Road 10mm reseal 3,142m2 19-30 April 2021, Dalwallinu Recreation Centre Precinct Carpak 2 coat seal 14mm/7mm 1,900m2 April 2021 - additional product used		248,939.68	
INV 0000633530/04/2021	Bitutek Pty Ltd		Warren Rd 10mm primer seal 16,237m2 5-9 April 2021, Pithara East Rd 14mm primer seal 10,850m2 5-9 April 2021, Pithara East Rd -less product not applied, Warren Rd -less product not applied		87,395.17	
EFT11985	20/05/2021	Airport Lighting Specialists Pty Ltd	Repair to PAALC Unit, Antenna to suit PAAL unit, plus freight	1	693.00	
INV IN22785	29/04/2021	Airport Lighting Specialists Pty Ltd	Repair to PAALC Unit, Antenna to suit PAAL unit, plus freight		693.00	
EFT11986	20/05/2021	Hanks Maintenance And General	General maintenance of Kalannie parks & gardens - Apr 21	1	2,395.25	
INV 113	11/05/2021	Hanks Maintenance And General	General maintenance of Kalannie parks & gardens - Apr 21		2,395.25	
EFT11987	20/05/2021	Toll Transport Pty Ltd	Freight charges on fuel cap for DL122	1	10.73	
INV 0498-S4225/04/2021	Toll Transport Pty Ltd		Freight charges on fuel cap for DL122		10.73	
EFT11988	20/05/2021	Ixom Operations Pty Ltd	Container service fee - sewerage scheme - 1/4 to 30/4	1	110.48	
INV 6379965	30/04/2021	Ixom Operations Pty Ltd	Container service fee - sewerage scheme - 1/4 to 30/4		110.48	
EFT11989	20/05/2021	Liberty Plumbing & Gas	Water main installation Kalannie Oval	1	6,028.00	
INV INV-132711/05/2021	Liberty Plumbing & Gas		Water main installation Kalannie Oval		5,038.00	
INV INV-133912/05/2021	Liberty Plumbing & Gas		Repair blocked toilet at Dalwallinu Early Learning Centre 12/05/2021		330.00	
INV INV-134012/05/2021	Liberty Plumbing & Gas		Toilet repairs at the Rec Ctr precinct ablution block		660.00	

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EFT11990	20/05/2021	Moore Stephens	Financial Reporting workshop 28/5/2021 H Jolly	1		2,332.00
INV 2032	27/04/2021	Moore Stephens	Financial Reporting workshop 28/5/2021 H Jolly, Fianance Governance workshop 27/5/2021 H Jolly		2,332.00	
EFT11991	20/05/2021	Dianne Maree Miller	Refund of venue & key bond paid 7/5 for hire 8-9 May	1		330.00
INV BONDRE19/05/2021		Dianne Maree Miller	Refund of venue & key bond paid 7/5 for hire 8-9 May, Return of 50% hire fees due to state of building, (approved as per MCS )		330.00	
EFT11992	20/05/2021	Advanced Traffic Management Wa	Traffic Management for Dalwallinu-Kalannie Road 19-24 April 2021	1		12,780.08
INV 145660.1	29/04/2021	Advanced Traffic Management Wa	Traffic Management for Dalwallinu-Kalannie Road 19-24 April 2021		12,780.08	
EFT11993	20/05/2021	Totally Workwear Joondalup	Uniforms, Neil Stalkey, Steve Brindley, Rod Broad, Greg Whitehead	1		676.70
INV 7200501929/04/2021		Totally Workwear Joondalup	Embroid 7 items, Uniforms, Neil Stalkey, Steve Brindley, Rod Broad, Greg Whitehead		676.70	
EFT11994	20/05/2021	Wa Contract Ranger Services Pty Ltd	Ranger services, 15/4,30/4 & 10/5	1		1,828.75
INV 03229	19/05/2021	Wa Contract Ranger Services Pty Ltd	Ranger services, 15/4,30/4 & 10/5		1,828.75	
EFT11995	20/05/2021	Kalannie Agquip	Pumpmaster water pump & assoc fittings for Kalannie Caravan Park	1		516.92
INV 0012082606/10/2020		Kalannie Agquip	Pumpmaster water pump & assoc fittings for Kalannie Caravan Park		516.92	
EFT11996	20/05/2021	E Fire & Safety	Fire indicator panel testing at Shire Admin building - 1/4 to 30/4	1		495.00
INV 541417	27/04/2021	E Fire & Safety	Fire indicator panel testing at Shire Admin building - 1/4 to 30/4		495.00	
EFT11997	20/05/2021	Tractus Australia	4 new tyres for DL 492	1		1,179.90
INV 1001832	30/04/2021	Tractus Australia	4 new tyres for DL 492		1,179.90	
EFT11998	20/05/2021	Geko	Labour to weld up slasher DL5150	1		264.00
INV 15424	12/05/2021	Geko	Labour to weld up slasher DL5150		264.00	
EFT11999	20/05/2021	Domain Digital	Provision of IT services for May 21 tender RFT2019-08	1		3,146.00

Cheque /EFT			Invoice Description	Bank Code	INV Amount	Amount
No	Date	Name				
INV SLA-P68	20/05/2021	Domain Digital	Provision of IT services for May 21 tender RFT2019-08, IT site management for Dalwallinu Recreation Centre - May 21, Back-up & disaster recovery software for Dalwallinu Recreation Centre - May 21, Cloud storage - May 21		3,146.00	
EFT12000	20/05/2021	Poolshop Online Pty Ltd	Assorted heat pump fittings for Dalwallinu Aqautic Centre	1	203.98	
INV INV-050929	29/04/2021	Poolshop Online Pty Ltd	Assorted heat pump fittings for Dalwallinu Aqautic Centre		203.98	
EFT12001	20/05/2021	Dalwallinu Traders	Rec Ctr gardens - retic sprinklers, and 3 way no coil	1	2,338.08	
INV 367287	01/04/2021	Dalwallinu Traders	Rectangle valve box - Dally oval		41.50	
INV 367313	01/04/2021	Dalwallinu Traders	Lubricant, bucket & hand andy - pool		78.00	
INV 367612	07/04/2021	Dalwallinu Traders	Key cut for Rec Ctr		13.90	
INV 367736	08/04/2021	Dalwallinu Traders	Tap timer - oval		20.90	
INV 367741	08/04/2021	Dalwallinu Traders	Hasp staple safety & padlock - Richardson park		18.50	
INV 367776	08/04/2021	Dalwallinu Traders	Premium potting mix - CBD gardens		61.80	
INV 367847	09/04/2021	Dalwallinu Traders	Oil chain bar x 1L & 4L		48.40	
INV 367870	09/04/2021	Dalwallinu Traders	Rapidset oval fence		10.85	
INV 367898	09/04/2021	Dalwallinu Traders	Metal scews -Depot, Magnetic screwdriver		15.35	
INV 367906	09/04/2021	Dalwallinu Traders	Bremick screws for Depot		20.50	
INV 367923	09/04/2021	Dalwallinu Traders	Rapidset x 6 for signs		65.10	
INV 367819	09/04/2021	Dalwallinu Traders	New grinder for BMO shed		219.95	
INV 367825	09/04/2021	Dalwallinu Traders	Safety boots for Steve Brindley		205.95	
INV 367826	09/04/2021	Dalwallinu Traders	Cut off wheel & lubricant		21.10	
INV 368219	13/04/2021	Dalwallinu Traders	Elbow & coupling for pool		15.95	
INV 368247	13/04/2021	Dalwallinu Traders	Silicone, scres, rivets, drill bit, inox cutting disk etc for repairs to roof & Kalannie Pavillion		154.15	
INV 368267	13/04/2021	Dalwallinu Traders	Cable ties & sledge hammer - DL747		52.75	
INV 368305	14/04/2021	Dalwallinu Traders	Assorted retick Kalannie oval		37.05	

Cheque /EFT			Invoice Description	Bank Code	INV Amount	Amount
No	Date	Name				
INV 368307	14/04/2021	Dalwallinu Traders	Oils, Chainsaw - Rod			206.45
INV 368306	14/04/2021	Dalwallinu Traders	Rec Ctr gardens - retic sprinklers, and 3 way no coil			374.85
INV 368413	14/04/2021	Dalwallinu Traders	Flexi tape & cable ties - pool			63.50
INV 368418	14/04/2021	Dalwallinu Traders	7 boxes minigrip - Kalannie oval			4.20
INV 368477	15/04/2021	Dalwallinu Traders	Assorted retic - Kalannie oval			13.80
INV 368952	20/04/2021	Dalwallinu Traders	Screw - Kalannie Hall			22.50
INV 368986	20/04/2021	Dalwallinu Traders	Storage box & basket - DL747			18.45
INV 369004	20/04/2021	Dalwallinu Traders	Rapidset for signs			65.10
INV 369045	21/04/2021	Dalwallinu Traders	Bolt & nut for street banners			11.00
INV 369065	21/04/2021	Dalwallinu Traders	Tie wire dispenser pack - CBD gardens			11.00
INV 369163	22/04/2021	Dalwallinu Traders	2 x rapidset for Lot 504 Salmon Gum			21.70
INV 369252	23/04/2021	Dalwallinu Traders	Nail galvanised twist-signs			13.50
INV 369254	23/04/2021	Dalwallinu Traders	Pressure cap & pipegrip cement - Lot 504 Salmon Gum Place			8.40
INV 369297	23/04/2021	Dalwallinu Traders	Multi tool hook, ant killer & storage basket - stores			26.80
INV 369345	23/04/2021	Dalwallinu Traders	Kwik gas - Anzac Day			91.00
INV 369346	23/04/2021	Dalwallinu Traders	6 x rapidset - signs			65.10
INV 369574	27/04/2021	Dalwallinu Traders	Silicone - plaque wall cemetery			9.80
INV 369620	27/04/2021	Dalwallinu Traders	Secateur - Kev gardens			30.50
INV 369644	28/04/2021	Dalwallinu Traders	Asstd washer, nuts & bolts - signs			21.50
INV 369667	28/04/2021	Dalwallinu Traders	10 x round nylon anchors			3.50
INV 369759	29/04/2021	Dalwallinu Traders	5 x rapidset - signs			54.25
INV 369764	29/04/2021	Dalwallinu Traders	Brickies lime & lite - 1 Wattle Close			12.98
INV 369820	29/04/2021	Dalwallinu Traders	Wall mount combination lock access - B.E.S			71.25
INV 369929	30/04/2021	Dalwallinu Traders	Rhino all purpose gloves			8.40
INV 369936	30/04/2021	Dalwallinu Traders	Hooks for admin			6.85

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Cheque /EFT				Bank Code	INV Amount	Amount
No	Date	Name	Invoice Description			
EFT12002	20/05/2021	IRIS Consulting Group Pty Ltd	Megan Pipe - Archive Training - 23rd of June	1		605.00
INV 000018851	3/05/2021	IRIS Consulting Group Pty Ltd	Megan Pipe - Archive Training - 23rd of June			605.00
EFT12003	20/05/2021	Aussie Plasma Cutting	50% deposit on Plasma cut metal grass trees for Leahy St, landscaping	1		3,996.00
INV INV-14361	19/05/2021	Aussie Plasma Cutting	50% deposit on Plasma cut metal grass trees for Leahy St, landscaping			3,996.00
EFT12004	20/05/2021	BOEKEMAN MACHINERY	10,000klm service for DL 350	1		459.08
INV 315560	27/04/2021	BOEKEMAN MACHINERY	10,000klm service for DL 350			306.30
INV 315870	29/04/2021	BOEKEMAN MACHINERY	New wipers installed on DL 186			152.78
EFT12005	20/05/2021	Child Support Agency	Payroll deductions	1		595.78
INV DEDUCT	14/05/2021	Child Support Agency	Payroll Deduction for emp 389 14/05/2021, Payroll Deduction for emp 390 14/05/2021, Payroll Deduction for emp 399 14/05/2021			595.78
EFT12006	20/05/2021	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising - Totally Locally - issue 15, 12/5 - for sale by tender & verge pick-up	1		40.00
INV 0005853	8/05/2021	DALWALLINU COMMUNITY RESOURCE CENTRE	Advertising - Totally Locally - issue 15, 12/5 - for sale by tender & verge pick-up			40.00
EFT12007	21/05/2021	AVON WASTE	Domestic rubbish collections for Apr 21	1		17,353.94
INV 0004381	30/04/2021	AVON WASTE	Additional Monday rubbish collections for Apr 21, Domestic rubbish collections for Apr 21, Commercial rubbish collections for Apr 21, Recycling rubbish collections for Apr 21, St bins rubbish collections for Apr 21, Bulk recycling rubbish collections for Apr 21, Kerbside recycling rubbish collections for Apr 21, Frontlift recycling rubbish collections for Apr 21			17,353.94
EFT12008	21/05/2021	TELSTRA	Main admin line - usage to 6/5, service/rental to 6/6	1		2,559.51

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<b>Cheque /EFT</b>				<b>Bank Code</b>	<b>INV</b>	<b>Amount</b>
<b>No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>		<b>Amount</b>	
INV 7844693014/05/2021	TELSTRA		Admin line 1 - usage to 6/5, service/rental to 6/6, Medical Ctr - usage to 6/5, service/rental to 6/6, Caravan Park - usage to 6/5, service/rental to 6/6, Aquatic Ctr - usage to 6/5, service/rental to 6/6, Admin line 4 - usage to 6/5, service/rental to 6/6, Visitor Ctr - usage to 6/5, service/rental to 6/6, Bush fire radio line - usage to 6/5, service/rental to 6/6, Medical Centre - usage to 6/5, service/rental to 6/6, Works Depot - usage to 6/5, service/rental to 6/6, Works Depot fax - usage to 6/5, service/rental to 6/6, HPT/CTT line - usage to 6/5, service/rental to 6/6, Vehicle tracker DL281 - usage to 6/5, service/rental to 6/6, Vehicle tracker DL492 - usage to 6/5, service/rental to 6/6, Vehicle tracker DL103 - usage to 6/5, service/rental to 6/6, Vehicle tracker DL275 - usage to 6/5, service/rental to 6/6, 6A Cousins Rd - usage to 6/5, service/rental to 6/6, Share calls - misc credit - usage to 6/5, service/rental to 6/6, MCS mobile - usage to 6/5, service/rental to 6/6, MwS mobile - usage to 6/5, service/rental to 6/6, CEO mobile - usage to 6/5, service/rental to 6/6, Cousins Rd pump station - usage to 6/5, service/rental to 6/6, WS mobile - usage to 6/5, service/rental to 6/6, MPDS mobile - usage to 6/5, service/rental to 6/6, Cr ipads & 1 admin - usage to 6/5, service/rental to 6/6, Admin internet back-up line - usage to 6/5, service/rental to 6/6, Rec Ctr internet - usage to 6/5, service/rental to 6/6, Admin fax line - usage to 6/5, service/rental to 6/6, Main admin line - usage to 6/5, service/rental to 6/6, Telstra rounding		2,559.51	
EFT12009	21/05/2021	DALLCON	Suply 1.5m3 concrete for seating at Petrudor Rocks	1	594.00	
INV 310249	14/05/2021	DALLCON	Suply 1.5m3 concrete for seating at Petrudor Rocks		594.00	
EFT12010	21/05/2021	Great Northern Rural Services Unit Trust	120 Baileys grans and 25kg gypsum	1	2,831.40	
INV 9044619807/04/2021		Great Northern Rural Services Unit Trust	120 Baileys grans and 25kg gypsum		2,831.40	
EFT12011	21/05/2021	LinkForce Holdings Pty Ltd	To excavate new hole at Dalwallinu Refuse site	1	2,970.00	
INV 181	18/05/2021	LinkForce Holdings Pty Ltd	To excavate new hole at Dalwallinu Refuse site, Travel to excavate new hole at Dalwallinu Refuse site		2,420.00	
INV 185	18/05/2021	LinkForce Holdings Pty Ltd	Day Hire Excavator		550.00	

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Cheque /EFT				Bank	INV
No	Date	Name	Invoice Description	Code	Amount
EFT12012	21/05/2021	Red Dust Holdings Pty Ltd	Plant, equipment & people hire for Dalwallinu Kalannie Road 1-30 April 2021	1	140,072.35
INV 0000379530/04/2021		Red Dust Holdings Pty Ltd	Plant, equipment & people hire for Pithara East Road 1-30 April 2021, Plant, equipment & people hire for Dalwallinu Kalannie Road 1-30 April 2021		45,970.10
INV 0000379430/04/2021		Red Dust Holdings Pty Ltd	Grader hire at Pithara East Road 1-30 April 2021, Maintenance Grader hire 1-30 April 2021, Grader hire for Rec Centre Car Park 1-30 April 2021, Grader hire for Rec Centre Car Park 1-30 April 2021, Grader hire for Rec Centre Car Park 1-30 April 2021		94,102.25
EFT12013	21/05/2021	WA Plumbing Solutions	Retention Funds - RFT2020-01 McNeill Street Sewer Upgrades	1	25,910.53
INV INV-976503/05/2021		WA Plumbing Solutions	Retention Funds - RFT2020-01 McNeill Street Sewer Upgrades		25,910.53

## REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	Municipal - 536591-4	904,880.12
<b>TOTAL</b>		<b>904,880.12</b>

## List of Accounts Due &amp; Submitted to Committee DUMMY rdAccountList

Chq/EFT	Date	Name	Description	Amount	Bank	Type
DD16076.1	04/05/2021	BANKWEST	Credit Card Payments for May 2021	-201.80	1	CSH
GX00674330	01/04/2021	BANKWEST	Black flexi tape for pool	71.85	1	INV
125476848	06/04/2021	BANKWEST	Monthly charge for internet @ shire admin building for period 1/3 to 1/4	129.95	1	INV
DD16086.1	04/05/2021	Bond Administrator	Part bond payment, 2 Dowie St, Dalwallinu	-107.50	1	CSH
DD16101.1	14/05/2021	Aware Super	Superannuation contributions	-7994.43	1	CSH
DD16101.2	14/05/2021	AUSTRALIA SUPER	Payroll deductions	-517.23	1	CSH
DD16101.3	14/05/2021	THE TRUSTEE FOR COLONIAL SUPER RETIREMENT FUND	Payroll deductions	-410.78	1	CSH
DD16101.4	14/05/2021	CBUS	Superannuation contributions	-221.24	1	CSH
DD16101.5	14/05/2021	Local Government Superannuation Scheme	Payroll deductions	-803.83	1	CSH
DD16101.6	14/05/2021	Spirit Super	Superannuation contributions	-741.55	1	CSH
DD16101.7	14/05/2021	M L C Super Fund	Payroll deductions	-446.50	1	CSH
DD16101.8	14/05/2021	PRIME SUPER	Superannuation contributions	-185.39	1	CSH
DD16101.9	14/05/2021	AMG Super	Payroll deductions	-478.10	1	CSH
DD16101.10	14/05/2021	Together Trustees Pty Ltd (Catholic Super)	Payroll deductions	-885.28	1	CSH
DD16101.11	14/05/2021	BT Super for Life The Trustee for Retirement Wrap	Superannuation contributions	-413.55	1	CSH
DD16101.12	14/05/2021	Rest Industry Super	Superannuation contributions	-264.07	1	CSH
DD16107.1	12/05/2021	Bond Administrator	Bond on U1/ Wilfred Thomas Lodge	-552.00	1	CSH
DD16112.1	20/05/2021	BANKWEST	Credit Card Payments for May 2021	-2326.50	1	CSH
CFFF7260	14/04/2021	BANKWEST	Refund of car hire booked for Broome conference not attended, Refund of car hire booked for Broome conference not attended	-56.00	1	INV
S34843	22/04/2021	BANKWEST	Blackboard for library cubby ex SLWA grant funding	405.00	1	INV
6788	23/04/2021	BANKWEST	2 replacement Welcome to Dalwallinu" banners"	224.07	1	INV
INV-0044	23/04/2021	BANKWEST	Perpetual wreath - Anzac Day	70.00	1	INV
728533	29/04/2021	BANKWEST	Fuel for DL2	79.43	1	INV
573644	01/05/2021	BANKWEST	Fuel for DL2	80.38	1	INV
125990762	01/05/2021	BANKWEST	Monthly charge for internet at Shire admin building for the period 1/4 to 1/5	129.95	1	INV
473452694	05/05/2021	BANKWEST	Refund of OSH Safety rep training course, Jean Knight, 14-18th June, Refund of OSH Safety rep training course, Jean Knight, 14-18th June	-990.00	1	INV
D10249749	06/05/2021	BANKWEST	Descaler & filter for coffee machine	89.85	1	INV
300421	30/04/2021	BANKWEST	Late payment admin fee on previous statement	35.00	1	INV
138463	15/04/2021	BANKWEST	Fuel for DL2	57.29	1	INV
AUBW3032544854	16/04/2021	BANKWEST	Local library stock purchased	1467.00	1	INV
180421	18/04/2021	BANKWEST	Rererefreshments - attendance at Worksafe meeting	10.00	1	INV
340898	20/04/2021	BANKWEST	Monthly charge for on-line newspapers, The West Australian & The Sunday Times	28.00	1	INV
61729	20/04/2021	BANKWEST	Fuel for DL2	93.97	1	INV
11564461	21/04/2021	BANKWEST	Monthly charge for internet at Dalwallinu recreation Centre 7/4 to 6/5	79.00	1	INV
14-06944-43548	22/04/2021	BANKWEST	Lighting for library cubby - SLWA grant funding	45.56	1	INV
5599	22/04/2021	BANKWEST	Educational materials & furniture for library cubby - ex SLWA grant funding	478.00	1	INV
DD16117.1	20/05/2021	Bond Administrator	Part bond for 2 Dowie St, Dalwallinu	-107.50	1	CSH
DD16120.1	28/05/2021	Aware Super	Superannuation contributions	-7133.51	1	CSH
DD16120.2	28/05/2021	AUSTRALIA SUPER	Payroll deductions	-517.23	1	CSH
DD16120.3	28/05/2021	THE TRUSTEE FOR COLONIAL SUPER RETIREMENT FUND	Payroll deductions	-411.64	1	CSH
DD16120.4	28/05/2021	CBUS	Superannuation contributions	-85.70	1	CSH
DD16120.5	28/05/2021	Local Government Superannuation Scheme	Payroll deductions	-803.83	1	CSH
DD16120.6	28/05/2021	Spirit Super	Superannuation contributions	-55.73	1	CSH
DD16120.7	28/05/2021	M L C Super Fund	Payroll deductions	-431.40	1	CSH
DD16120.8	28/05/2021	PRIME SUPER	Superannuation contributions	-185.39	1	CSH
DD16120.9	28/05/2021	AMG Super	Payroll deductions	-698.60	1	CSH

DD16120.10	28/05/2021 Togethr Trustees Pty Ltd (Catholic Super)	Payroll deductions	-923.11	1	CSH
DD16120.11	28/05/2021 BT Super for Life The Trustee for Retirement Wrap	Superannuation contributions	-413.55	1	CSH
DD16120.12	28/05/2021 Rest Industry Super	Superannuation contributions	-264.07	1	CSH

**REPORT TOTALS**

Bank Code	Bank Name	Description	Total	
1	Municipal - 536591-4	Direct Debit Superannuation Payments May 2021	-23,722.81	
1	Municipal - 536591-4	Direct Debit Credit Card Payments May 2021	-2,528.30	
1	Municipal - 536591-4	Direct Debit Bond Administrator	-767.00	
<b>Total</b>			<b>-27,018.11</b>	Super -11799.05
				-11923.76

## **Municipal Account**

### **Payroll** **May 2021**

14/05/2021	Payroll fortnight ending 14/05/21	\$ 60,049.00
28/05/2021	Payroll fortnight ending 28/05/21	\$ 59,451.00
	TOTAL	<u><u>\$ 119,500.00</u></u>

### **Bank Fees** **May 2021**

03/05/2021	Bpay Transaction Fee (Muni)	\$ 33.60
03/05/2021	CBA Merchant Fee (Muni)	\$ 214.81
03/05/2021	OBB Record Fee (Muni)	\$ 3.95
	TOTAL	<u><u>\$ 252.36</u></u>

### **Direct Debit Payments** **May 2021**

	Superannuation Payments (Pay endings 14/05/2021 & 28/05/2021)	\$ 25,285.71
4 & 20/05/2021	Credit Card Payments to Bankwest	\$ 2,528.30
4, 12 & 20/05/2021	Bond Administrator - Housing Bonds	\$ 767.00
	Payments to Department of Transport Licensing	\$ 105,457.65
	TOTAL	<u><u>\$ 134,038.66</u></u>

### 9.3.2 Monthly Financial Statements for May 2021\*

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Shire of Dalwallinu
<b>File Ref</b>	FM/9 Financial Reporting
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Hanna Jolly, Manager Corporate Services
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Monthly Statements of Financial Activity, Variance Report, Investments Held and Bank Reconciliations

#### **Purpose of Report**

Council is requested to receive and accept the Financial Reports for the month end 31 May 2021.

#### **Background**

There is a statutory requirement that Financial Reports be recorded in the Minutes of the meeting to which they are presented. The financial Reports, as circulated, give an overview of the current financial position of the Shire and the status of capital income and expenditure.

#### **Consultation**

Nil

#### **Legislative Implications**

##### State

*Local Government Act 1995*

*Local Government (Financial Management) Regulations 1996 s34(1), s19(1)(2) and s34(2)*

#### **Policy Implications**

Nil

#### **Financial Implications**

Nil

#### **Strategic Implications**

Nil

#### **Site Inspection**

Site inspection undertaken: Not applicable

#### **Triple Bottom Line Assessment**

##### Economic implications

There are no known significant economic implications associated with this proposal.

##### Social implications

There are no known significant social implications associated with this proposal.



*Environmental implications*

There are no known significant environmental implications associated with this proposal.

**Officer Comment**

Financial Reports as at last day of business of the previous month are appended, for the period ending 31 May 2021.

Attached for council's consideration are:

1. Statement of Financial Activity
2. Variance Reports
3. Investments Held
4. Bank Reconciliations

As per Council resolution, all items that have a variance of more than \$10,000 have been noted on the variance reports.

**Officer Recommendation/Resolution**

**MOTION 9727**

Moved Cr MM Harms  
Seconded Cr NW Mills

That the Council accept the Financial Reports as submitted for the month ending 31 May 2021.

**CARRIED 7/0**



**SHIRE OF DALWALLINU**  
**MONTHLY FINANCIAL REPORT**  
**(Containing the Statement of Financial Activity)**  
**For the period ending 31 May 2021**

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

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MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED 31 MAY 2021

SUMMARY INFORMATION - GRAPHS



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

Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.85 M	\$2.85 M	\$2.85 M	\$0.00 M
Closing	(\$0.02 M)	\$1.65 M	\$1.22 M	(\$0.43 M)

Refer to Statement of Financial Activity

Cash and cash equivalents

	\$5.69 M	% of total
Unrestricted Cash	\$1.59 M	28.0%
Restricted Cash	\$4.10 M	72.0%

Refer to Note 2 - Cash and Financial Assets

Payables

	\$0.26 M	% Outstanding
Trade Payables	\$0.21 M	
Over 30 Days		1.3%
Over 90 Days		0.2%

Refer to Note 5 - Payables

Receivables

	\$0.04 M	% Collected
Rates Receivable	\$0.06 M	98.2%
Trade Receivable	\$0.04 M	
Over 30 Days		19.5%
Over 90 Days		4.3%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.80 M	\$1.31 M	\$2.04 M	\$0.73 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	\$3.28 M	% Variance
YTD Budget	\$3.28 M	0.1%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions

YTD Actual	\$2.46 M	% Variance
YTD Budget	\$2.53 M	(2.6%)

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges

YTD Actual	\$1.15 M	% Variance
YTD Budget	\$1.09 M	5.4%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.56 M)	(\$3.09 M)	(\$3.43 M)	(\$0.34 M)

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	\$0.86 M	%
Amended Budget	\$0.60 M	43.1%

Refer to Note 7 - Disposal of Assets

Asset Acquisition

YTD Actual	\$6.67 M	% Spent
Amended Budget	\$7.41 M	(9.9%)

Refer to Note 8 - Capital Acquisition

Capital Grants

YTD Actual	\$2.38 M	% Received
Amended Budget	\$3.25 M	(26.6%)

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.10 M)	\$0.58 M	(\$0.23 M)	(\$0.82 M)

Refer to Statement of Financial Activity

Borrowings

Principal repayments	\$0.21 M
Interest expense	\$0.09 M
Principal due	\$3.92 M

Refer to Note 9 - Borrowings

Reserves

Reserves balance	\$4.10 M
Interest earned	\$0.02 M

Refer to Note 11 - Cash Reserves

Lease Liability

Principal repayments	\$0.02 M
Interest expense	\$0.00 M
Principal due	\$0.05 M

Refer to Note 10 - Lease Liabilities

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

## KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 MAY 2021

## STATUTORY REPORTING PROGRAMS

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

### PROGRAM NAME AND OBJECTIVES

#### GOVERNANCE

To provide a decision making process for the efficient allocation of scarce resources.

### ACTIVITIES

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific Shire services.

### GENERAL PURPOSE FUNDING

To collect revenue to allow for the provision of services.

Rates income & expenditure, Grants commission and Pensioners deferred rates interest.

### LAW, ORDER, PUBLIC SAFETY

To provide services to help ensure a safer and environmentally conscious community.

Supervision of various by-laws, fire prevention, emergency services and animal control.

### HEALTH

To provide an operational framework for environmental and community health.

Food quality, pest control, immunisation services and other health.

### EDUCATION AND WELFARE

To provide services to disadvantaged persons, the elderly, children and youth.

School support, assistance to playgroups, retirements villages and other voluntary services.

### HOUSING

To provide and maintain employee, non-employee and elderly residents housing.

Provision and maintenance of staff and rental housing.

### COMMUNITY AMENITIES

To provide services required by the community.

Rubbish collection services, operation of tips, noise control, administration of the town planning scheme, maintenance of cemeteries, maintenance of public conveniences, storm water drainage maintenance, sewerage scheme operation, litter control and roadside furniture.

### RECREATION AND CULTURE

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Provision of facilities and support for organisations concerned with leisure time activities and sport, support for performing and creative arts and preservation of the natural estate. This includes maintenance of halls, aquatic centres, recreation and community centres, parks, gardens, sports grounds and operation of libraries.

### TRANSPORT

To provide safe, effective and efficient transport services to the community.

Construction, maintenance and cleaning of streets, roads, bridges, drainage works, footpaths, parking facilities and traffic signs, cleaning and lighting of streets, depot maintenance and airstrip maintenance.

### ECONOMIC SERVICES

To help promote the Shire and its economic wellbeing.

The regulation and provision of tourism, area promotion, building control, noxious weed control, vermin control, standpipes and land subdivisions.

### OTHER PROPERTY AND SERVICES

To monitor and control the shire's overheads and operating accounts.

Private works operation, public works overheads, materials, salaries & wages, plant repairs and operation costs. With the exception of private works, the above activities listed are mainly summaries of costs that are allocated to all the works and services undertaken by Council.

**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**STATUTORY REPORTING PROGRAMS**

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	2,850,211	2,850,211	<b>2,850,211</b>	0	0.00%	
<b>Revenue from operating activities</b>							
Governance		300	276	<b>0</b>	(276)	(100.00%)	
General purpose funding - general rates	6	3,275,101	3,275,101	<b>3,280,001</b>	4,900	0.15%	
General purpose funding - other		1,405,076	1,393,711	<b>1,403,582</b>	9,871	0.71%	
Law, order and public safety		515,626	509,354	<b>503,829</b>	(5,525)	(1.08%)	
Health		22,907	21,125	<b>20,089</b>	(1,036)	(4.90%)	
Education and welfare		2,961	2,673	<b>2,758</b>	85	3.18%	
Housing		383,652	329,509	<b>361,507</b>	31,998	9.71%	
Community amenities		580,338	574,333	<b>555,941</b>	(18,392)	(3.20%)	
Recreation and culture		229,440	256,800	<b>238,320</b>	(18,480)	(7.20%)	
Transport		309,606	307,252	<b>315,399</b>	8,147	2.65%	
Economic services		183,559	168,206	<b>144,862</b>	(23,344)	(13.88%)	▼
Other property and services		135,595	123,904	<b>127,488</b>	3,584	2.89%	
		<b>7,044,161</b>	<b>6,962,244</b>	<b>6,953,776</b>	(8,468)		
<b>Expenditure from operating activities</b>							
Governance		(773,321)	(613,479)	<b>(535,186)</b>	78,293	12.76%	▼
General purpose funding		(170,316)	(156,463)	<b>(134,130)</b>	22,333	14.27%	▼
Law, order and public safety		(199,286)	(185,311)	<b>(180,917)</b>	4,394	2.37%	
Health		(334,905)	(325,232)	<b>(332,849)</b>	(7,617)	(2.34%)	
Education and welfare		(41,832)	(38,385)	<b>(34,497)</b>	3,888	10.13%	
Housing		(443,117)	(382,781)	<b>(319,714)</b>	63,067	16.48%	▼
Community amenities		(849,737)	(787,132)	<b>(733,825)</b>	53,307	6.77%	
Recreation and culture		(2,015,439)	(1,860,187)	<b>(1,654,140)</b>	206,047	11.08%	▼
Transport		(6,152,441)	(5,625,312)	<b>(5,463,376)</b>	161,936	2.88%	
Economic services		(534,946)	(484,645)	<b>(436,219)</b>	48,426	9.99%	
Other property and services		(668,825)	(709,247)	<b>(649,627)</b>	59,620	8.41%	
		<b>(12,184,165)</b>	<b>(11,168,174)</b>	<b>(10,474,480)</b>	693,694		
Non-cash amounts excluded from operating activities	1(a)	5,936,158	5,516,459	<b>5,557,632</b>	41,173	0.75%	
<b>Amount attributable to operating activities</b>		<b>796,154</b>	<b>1,310,529</b>	<b>2,036,928</b>	726,399		
<b>Investing Activities</b>							
Proceeds from non-operating grants, subsidies and contributions	14	3,245,121	3,245,116	<b>2,380,381</b>	(864,735)	(26.65%)	▼
Proceeds from disposal of assets	7	599,117	461,724	<b>857,227</b>	395,503	85.66%	▲
Payments for property, plant and equipment and infrastructure	8	(7,405,264)	(6,797,509)	<b>(6,669,051)</b>	128,458	1.89%	
<b>Amount attributable to investing activities</b>		<b>(3,561,026)</b>	<b>(3,090,669)</b>	<b>(3,431,443)</b>	(340,774)		
<b>Financing Activities</b>							
Proceeds from new debentures	9	800,000	800,000	<b>800,000</b>	0	0.00%	
Transfer from reserves	11	236,377	0	<b>26,377</b>	26,377	0.00%	▼
Payments for principal portion of lease liabilities	10	(23,053)	(21,300)	<b>(21,300)</b>	0	0.00%	
Repayment of debentures	9	(209,202)	(213,357)	<b>(213,357)</b>	0	0.00%	
Transfer to reserves	11	(904,897)	18,734	<b>(824,336)</b>	(843,070)	4500.25%	
<b>Amount attributable to financing activities</b>		<b>(100,775)</b>	<b>584,077</b>	<b>(232,616)</b>	(816,693)		
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>(15,436)</b>	<b>1,654,148</b>	<b>1,223,080</b>			

**KEY INFORMATION**

▲▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold. Refer threshold. Refer to Note 16 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020-21 year is \$10,000 or 10.00% whichever is the greater.

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

**KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 31 MAY 2021**

**NATURE OR TYPE DESCRIPTIONS**

**REVENUE**

**RATES**

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

**OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS**

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

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

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

**REVENUE FROM CONTRACTS WITH CUSTOMERS**

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

**FEES AND CHARGES**

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

**SERVICE CHARGES**

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**INTEREST EARNINGS**

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

**OTHER REVENUE / INCOME**

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

**PROFIT ON ASSET DISPOSAL**

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

**EXPENSES**

**EMPLOYEE COSTS**

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

**MATERIALS AND CONTRACTS**

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

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

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

**INSURANCE**

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

**LOSS ON ASSET DISPOSAL**

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

**DEPRECIATION ON NON-CURRENT ASSETS**

Depreciation expense raised on all classes of assets.

**INTEREST EXPENSES**

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

**OTHER EXPENDITURE**

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

**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**BY NATURE OR TYPE**

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	2,850,211	2,850,211	<b>2,850,211</b>	0	0.00%	
<b>Revenue from operating activities</b>							
Rates	6	3,275,101	3,275,101	<b>3,280,001</b>	4,900	0.15%	
Operating grants, subsidies and contributions	13	2,537,825	2,530,825	<b>2,464,562</b>	(66,263)	(2.62%)	
Fees and charges		1,170,884	1,090,601	<b>1,149,455</b>	58,854	5.40%	
Interest earnings		37,482	42,860	<b>39,519</b>	(3,341)	(7.80%)	
Other revenue		100	88	<b>106</b>	18	20.45%	
Profit on disposal of assets	7	22,769	22,769	<b>20,133</b>	(2,636)	(11.58%)	
		<b>7,044,161</b>	<b>6,962,244</b>	<b>6,953,776</b>	(8,468)		
<b>Expenditure from operating activities</b>							
Employee costs		(2,490,975)	(2,321,254)	<b>(2,127,467)</b>	193,787	8.35%	
Materials and contracts		(2,765,861)	(2,549,832)	<b>(2,030,897)</b>	518,935	20.35%	▼
Utility charges		(456,278)	(384,952)	<b>(377,051)</b>	7,901	2.05%	
Depreciation on non-current assets		(5,534,673)	(5,089,999)	<b>(5,016,518)</b>	73,481	1.44%	
Interest expenses		(142,626)	(142,519)	<b>(90,458)</b>	52,061	36.53%	▼
Insurance expenses		(171,361)	(171,126)	<b>(169,426)</b>	1,700	0.99%	
Other expenditure		(173,162)	(102,277)	<b>(101,416)</b>	861	0.84%	
Loss on disposal of assets	7	(449,229)	(406,215)	<b>(561,247)</b>	(155,032)	(38.17%)	▲
		<b>(12,184,165)</b>	<b>(11,168,174)</b>	<b>(10,474,480)</b>	693,694		
Non-cash amounts excluded from operating activities	1(a)	5,936,158	5,516,459	<b>5,557,632</b>	41,173	0.75%	
<b>Amount attributable to operating activities</b>		<b>796,154</b>	<b>1,310,529</b>	<b>2,036,928</b>	726,399		
<b>Investing activities</b>							
Proceeds from non-operating grants, subsidies and contributions	14	3,245,121	3,245,116	<b>2,380,381</b>	(864,735)	(26.65%)	▼
Proceeds from disposal of assets	7	599,117	461,724	<b>857,227</b>	395,503	85.66%	▲
Payments for property, plant and equipment	8	(7,405,264)	(6,797,509)	<b>(6,669,051)</b>	128,458	1.89%	
<b>Amount attributable to investing activities</b>		<b>(3,561,026)</b>	<b>(3,090,669)</b>	<b>(3,431,443)</b>	(340,774)		
<b>Financing Activities</b>							
Proceeds from new debentures	9	800,000	800,000	<b>800,000</b>	0	0.00%	
Transfer from reserves	11	236,377	0	<b>26,377</b>	26,377	0.00%	▲
Payments for principal portion of lease liabilities		(23,053)	(21,300)	<b>(21,300)</b>	0	0.00%	
Repayment of debentures	9	(209,202)	(213,357)	<b>(213,357)</b>	0	0.00%	
Transfer to reserves	11	(904,897)	18,734	<b>(824,336)</b>	(843,070)	4500.25%	
<b>Amount attributable to financing activities</b>		<b>(100,775)</b>	<b>584,077</b>	<b>(232,616)</b>	(816,693)		
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>(15,436)</b>	<b>1,654,148</b>	<b>1,223,080</b>	(431,068)		

**KEY INFORMATION**

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

Refer to Note 16 for an explanation of the reasons for the variance.

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

**MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED 31 MAY 2021**

**BASIS OF PREPARATION**

**BASIS OF PREPARATION**

**REPORT PURPOSE**

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34. Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

**BASIS OF ACCOUNTING**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of *AASB 1051 Land Under Roads paragraph 15* and *AASB 116 Property, Plant and Equipment paragraph 7*.

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

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 10 June 2021

**SIGNIFICANT ACCOUNTING POLICIES**

**CRITICAL ACCOUNTING ESTIMATES**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

**THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated. All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

**GOODS AND SERVICES TAX**

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

**ROUNDING OFF FIGURES**

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 1  
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

**(a) Non-cash items excluded from operating activities**

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

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>		\$	\$	\$
Less: Profit on asset disposals	7	(22,769)	(22,769)	(20,133)
Less: Movement in liabilities associated with restricted cash		(24,975)		
Add: Loss on asset disposals	7	449,229	449,229	561,247
Add: Depreciation on assets		5,534,673	5,089,999	5,016,518
<b>Total non-cash items excluded from operating activities</b>		<b>5,936,158</b>	<b>5,516,459</b>	<b>5,557,632</b>

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

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

	Last Year Closing	This Time Last Year	Year to Date
	30 June 2020	31 May 2020	31 May 2021
<b>Adjustments to net current assets</b>			
Less: Reserves - restricted cash	11	(3,299,421)	(3,221,348)
Less: Provisions		(487,950)	
Add: Borrowings	9	134,455	
Add: Provisions - employee	12	487,951	454,171
Add: Lease liabilities	10	22,789	
Add: Cash backed leave portion		209,381	209,380
<b>Total adjustments to net current assets</b>		<b>(2,932,795)</b>	<b>(2,557,797)</b>
			<b>(3,965,410)</b>

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

<b>Current assets</b>				
Cash and cash equivalents	2	6,494,103	7,641,826	5,692,205
Rates receivables	3	44,477	183,070	61,157
Receivables	3	269,707	234,374	42,651
Other current assets	4	5,214	10,792	10,846
<b>Less: Current liabilities</b>				
Payables	5	(385,300)	(235,634)	(256,034)
Borrowings	9	(134,455)		78,902
Lease liabilities	10	(22,789)	0	(1,704)
Provisions	12	(487,951)	(454,171)	(439,533)
<b>Less: Total adjustments to net current assets</b>	1(b)	<b>(2,932,795)</b>	<b>(2,557,797)</b>	<b>(3,965,410)</b>
<b>Closing funding surplus / (deficit)</b>		<b>2,850,211</b>	<b>4,822,460</b>	<b>1,223,080</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
<b>Cash on hand</b>								
TelenetSaver Account	Cash and cash equivalents	855,224		855,224		Bankwest	0.09%	At Call
Municipal Account	Cash and cash equivalents	82,211		82,211		Bankwest	0.00%	At Call
Term Deposit - Municipal Excess	Cash and cash equivalents	657,189		657,189		Bankwest	0.20%	30/06/2021
Term Deposit - Reserves	Cash and cash equivalents	0	4,097,381	4,097,381		Bankwest	0.20%	21/06/2021
Floats Held	Cash and cash equivalents	200		200		Shire float	0.00%	N/A
<b>Total</b>		<b>1,594,824</b>	<b>4,097,381</b>	<b>5,692,205</b>	<b>0</b>			
<b>Comprising</b>								
Cash and cash equivalents		1,594,824	4,097,381	5,692,205		0		
		<b>1,594,824</b>	<b>4,097,381</b>	<b>5,692,205</b>	<b>0</b>			

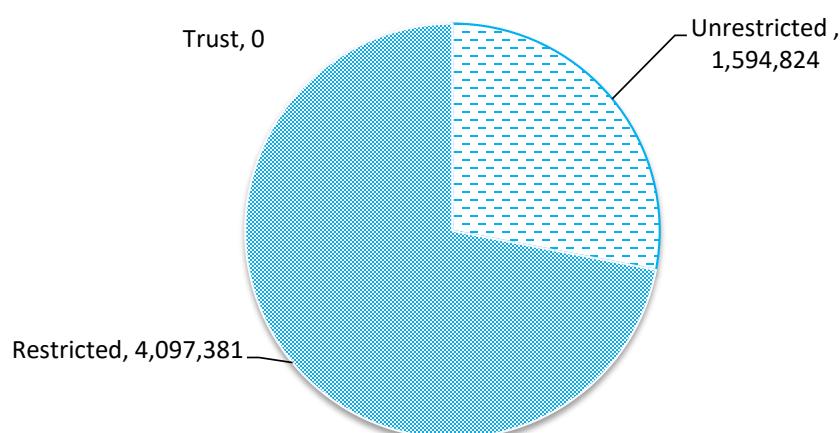
**KEY INFORMATION**

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

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

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

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



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

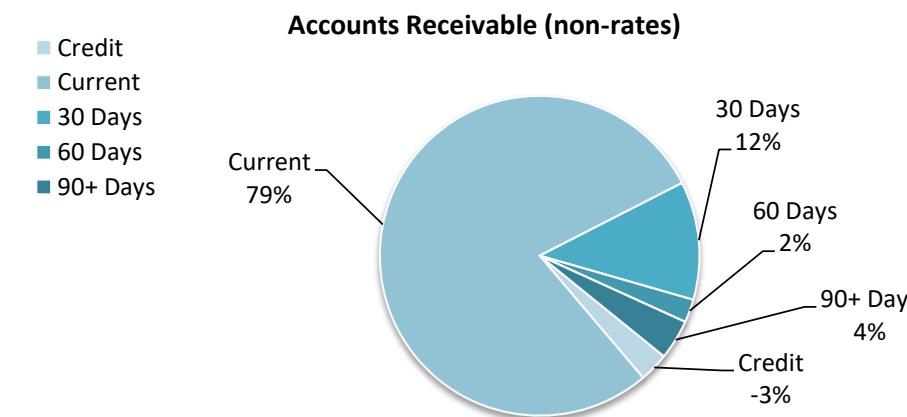
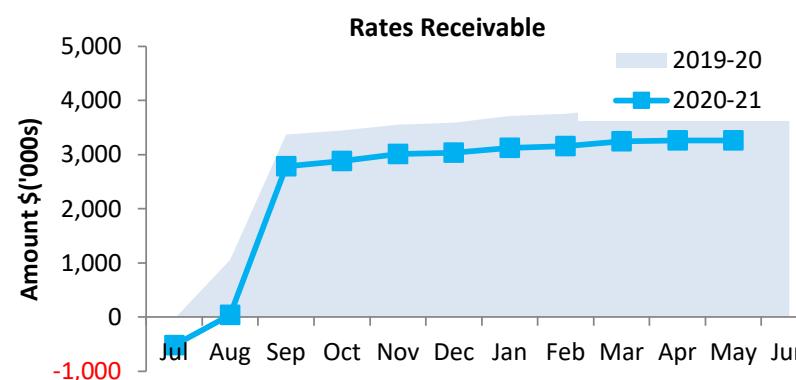
OPERATING ACTIVITIES  
NOTE 3  
RECEIVABLES

Rates receivable	30 June 2020	31 May 2021
	\$ 49,498	\$ 44,477
Opening arrears previous years	4,010,253	3,280,001
Levied this year	(4,015,274)	(3,263,321)
Less - collections to date	<b>44,477</b>	<b>61,157</b>
Equals current outstanding		
<b>Net rates collectable</b>	<b>44,477</b>	<b>61,157</b>
% Collected	98.9%	98.2%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
Receivables - general	\$ (1,486)	\$ 39,297	\$ 5,977	\$ 1,171	\$ 2,019	\$ 46,978
Percentage	(3.2%)	83.7%	12.7%	2.5%	4.3%	
<b>Balance per trial balance</b>						
Sundry receivable	(1,486)	39,297	5,977	1,171	2,019	46,978
GST receivable						(4,327)
<b>Total receivables general outstanding</b>						<b>42,651</b>
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 4  
OTHER CURRENT ASSETS

	Opening Balance 1 July 2020	Asset Increase	Asset Reduction	Closing Balance 31 May 2021
<b>Other current assets</b>		\$	\$	\$
<b>Inventory</b>				
Inventories Fuel & Materials	5,214	5,632		10,846
<b>Total other current assets</b>	<b>5,214</b>	<b>5,632</b>	<b>0</b>	<b>10,846</b>
<b>Amounts shown above include GST (where applicable)</b>				

KEY INFORMATION

**Inventory**

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

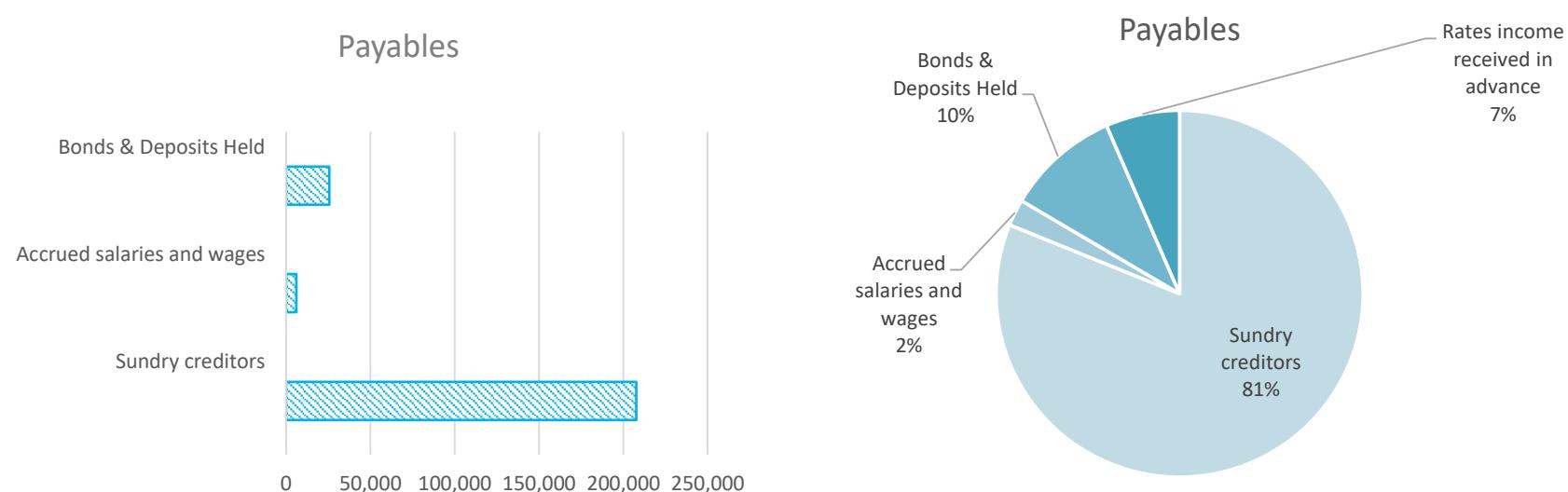
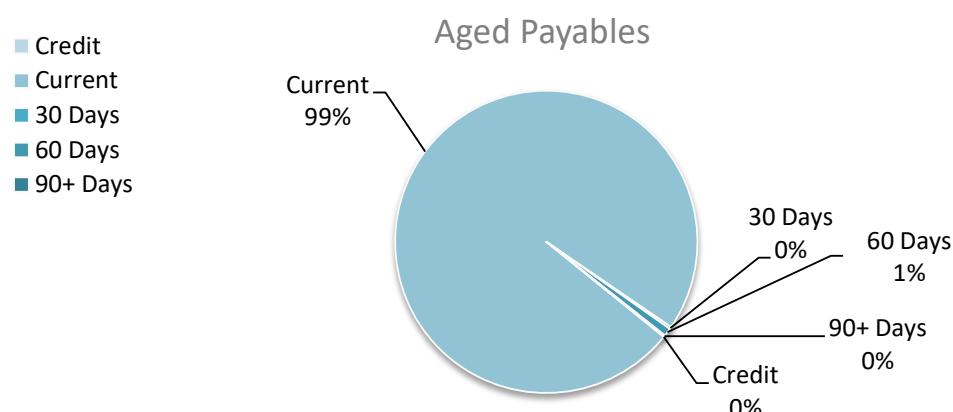
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
Payables - general	\$ 0	\$ 205,039	\$ 487	\$ 1,795	\$ 399	\$ 207,720
Percentage	0%	98.7%	0.2%	0.9%	0.2%	
<b>Balance per trial balance</b>						
Sundry creditors	0	205,039	487	1,795	399	207,720
Accrued salaries and wages						5,986
Bonds & Deposits Held						25,632
Rates income received in advance						16,696
<b>Total payables general outstanding</b>						<b>256,034</b>

Amounts shown above include GST (where applicable)

#### KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



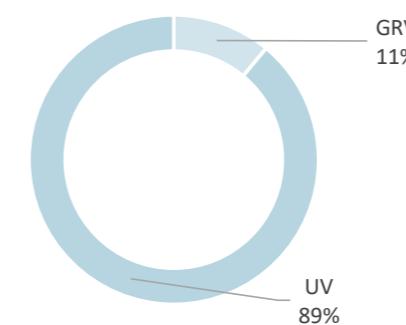
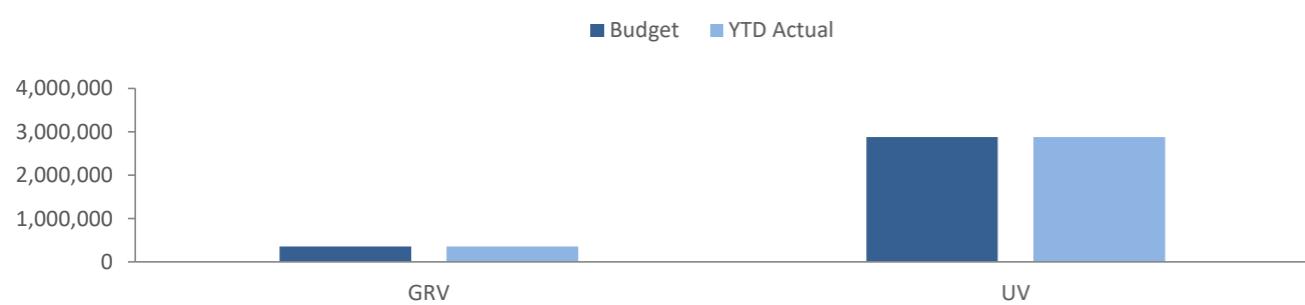
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 6  
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
<b>RATE TYPE</b>				\$	\$	\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>											
GRV	0.08975	265	3,928,483	352,581	3,000	10	355,591	352,582	4,232	8	356,822
<b>Unimproved value</b>											
UV	0.01902	362	151,421,500	2,880,037	1,000	0	2,881,037	2,880,037	1,147	0	2,881,184
<b>Sub-Total</b>		<b>627</b>	<b>155,349,983</b>	<b>3,232,618</b>	<b>4,000</b>	<b>10</b>	<b>3,236,628</b>	<b>3,232,619</b>	<b>5,379</b>	<b>8</b>	<b>3,238,006</b>
<b>Minimum payment</b>	<b>Minimum \$</b>										
<b>Gross rental value</b>											
GRV - Dalwallinu	600	129	675,192	77,400	0	0	77,400	77,400	0	0	77,400
GRV - Kalannie	600	36	188,598	21,600	600	0	22,200	22,200	247	0	22,447
GRV - Other Towns	600	82	284,231	49,200	0	0	49,200	49,200	0	0	49,200
<b>Unimproved value</b>											
UV - Rural	700	35	618,778	24,500			24,500	24,500	0	0	24,500
UV - Mining	700	24	140,982	16,800			16,800	16,800	3,275	0	20,075
<b>Sub-total</b>		<b>306</b>	<b>1,907,781</b>	<b>189,500</b>	<b>600</b>	<b>0</b>	<b>190,100</b>	<b>190,100</b>	<b>3,522</b>	<b>0</b>	<b>193,622</b>
Discount							(151,627)				(151,627)
<b>Total general rates</b>							<b>3,275,101</b>				<b>3,280,001</b>

KEY INFORMATION

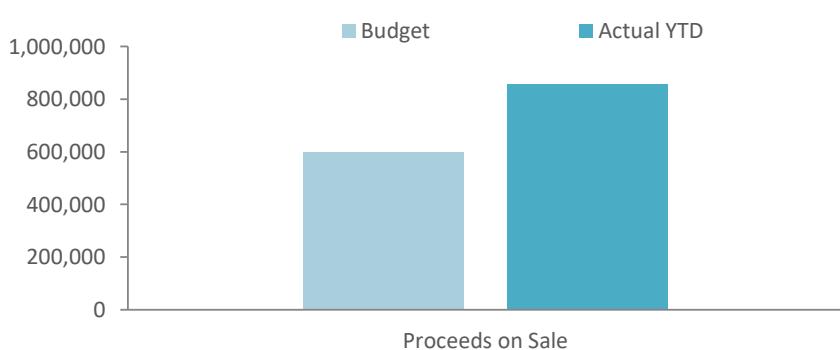
Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 7  
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual				
		Net Book Value		Proceeds	Profit	(Loss)	Net Book Value		Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$	
<b>Land</b>										
Sale of Lot 572 Swyers Ave	69,393	69,393	0	0				0	0	
Sale of 9 Lots Bell Street	709,958	302,500	0	(407,458)			1,212,509	668,640	0 (543,869)	
<b>Plant and equipment</b>										
<b>Law, order, public safety</b>										
Wubin Fire Tender DL379	0	0	0	0			32,000	28,000	0 (4,000)	
<b>Health</b>										
Ford Territory DL89	12,000	10,000	0	(2,000)			12,000	10,000	0 (2,000)	
<b>Housing</b>										
Pioneer Place land	69,000	88,769	19,769	0			69,000	88,769	19,769 0	
<b>Transport</b>										
Mack Granite Truck DL2478	85,000	60,000	0	(25,000)			0	0	0 0	
Iveco Truck DL024	13,362	6,500	0	(6,862)			0	0	0 0	
Trailer Broom	6,364	6,364	0	0			10,000	6,364	0 (3,636)	
Pedestrial Viber Roller	1,700	1,500	0	(200)					0 0	
Utility DL281	26,800	19,091	0	(7,709)			26,833	19,091	0 (7,742)	
<b>Other property and services</b>										
Ford Everest DL2	32,000	35,000	3,000	0			36,000	36,364	364 0	
	<b>1,025,577</b>	<b>599,117</b>	<b>22,769</b>	<b>(449,229)</b>			<b>1,398,342</b>	<b>857,227</b>	<b>20,133</b>	<b>(561,247)</b>



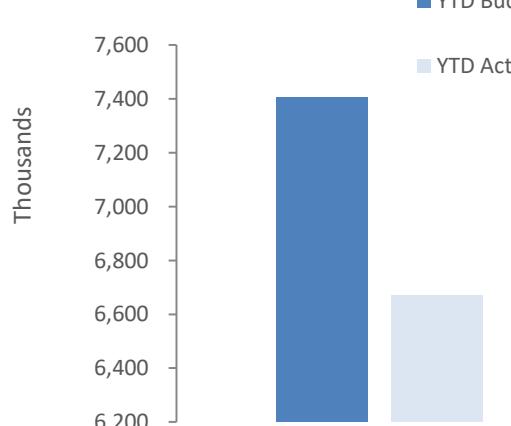
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**INVESTING ACTIVITIES  
NOTE 8  
CAPITAL ACQUISITIONS**

Capital acquisitions	Amended			YTD Actual Variance
	Budget	YTD Budget	YTD Actual	
Land	\$ 1,662,046	\$ 1,522,474	\$ 1,509,909	\$ (12,565)
Buildings	523,505	543,075	432,928	(110,147)
Furniture and equipment	9,750	9,750	6,722	(3,028)
Plant and equipment	1,034,157	548,419	883,515	335,096
Infrastructure - roads	3,808,677	3,808,629	3,560,834	(247,795)
Infrastructure - Other	316,779	314,812	274,918	(39,894)
Infrastructure - Footpaths	50,350	50,350	224	(50,126)
<b>Payments for Capital Acquisitions</b>	<b>7,405,264</b>	<b>6,797,509</b>	<b>6,669,051</b>	<b>(128,458)</b>
<b>Total Capital Acquisitions</b>	<b>7,405,264</b>	<b>6,797,509</b>	<b>6,669,051</b>	<b>(128,458)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	\$ 3,245,121	\$ 3,245,116	\$ 2,380,381	\$ (864,735)
Borrowings	800,000	800,000	800,000	0
Other (disposals & C/Fwd)	599,117	461,724	857,227	395,503
Cash backed reserves				
Leave Reserve	26,377		26,377	26,377
Land & Buildings Reserve	210,000		0	0
Contribution - operations	2,524,649	2,290,669	2,605,066	314,397
<b>Capital funding total</b>	<b>7,405,264</b>	<b>6,797,509</b>	<b>6,669,051</b>	<b>(128,458)</b>

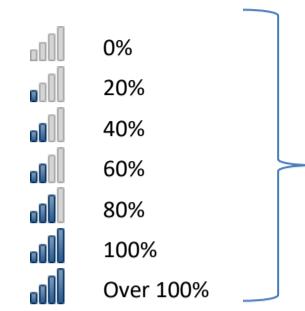
**SIGNIFICANT ACCOUNTING POLICIES**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Capital expenditure total

Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

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

Amended

	Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
<b>LAND &amp; BUILDINGS</b>					
E148311	Bell Street Subdivision	1,520,493	1,520,491	1,447,926	72,565
K47	Buntine Emergency Services Building - Capital Upgrade	163,318	163,318	175,037	(11,719)
K118	Dalwallinu Discovery Centre - Capital Upgrade	49,884	49,884	49,884	(0)
K8	Dalwallinu Town Hall - Capital Upgrade	120,000	120,000	0	120,000
K10	Dalwallinu Ablution Block - Capital Upgrade	95,841	95,841	101,738	(5,897)
K145	Kalannie Park Ablution Block	44,982	44,982	47,195	(2,213)
E093855	Purchase of 8 Myers Street Land	60,000	(60,000)	0	(60,000)
E135876	Purchase of lot 572 Sawyers Ave, Dalwallinu	61,983	61,983	61,983	(0)
K5	Dalwallinu Recreation Centre - Capital Upgrade	20,000	20,000	6,742	13,258
K85	Kalannie Sports Pavillion - Capital Upgrade	35,000	35,000	38,282	(3,282)
K88	Administration Office - Capital Upgrade	14,050	14,050	14,050	(0)
<b>ROADS</b>					
E121700	Regional Road Group	466,225	466,216	417,272	48,944
E121720	Roads To Recovery	892,679	892,663	895,143	(2,480)
E121735	Wheatbelt Secondary Freight Network	1,398,699	1,398,698	1,128,270	270,428
E121730	Road Program	1,051,074	1,051,052	1,120,149	(69,097)
<b>OTHER</b>					
<b>INFRASTRUCTURE</b>					
E135875	Fencing for Dams	25,000	25,000	0	25,000
O19	Dalwallinu Cemetery Fencing	14,000	14,000	12,690	1,310
O20	Lighting/Banner Poles - Johnston St, Dalwallinu	20,000	20,000	18,376	1,624
E113876	Precinct of Dalwallinu Recreation Complex & two Lighting T	11,694	11,694	11,694	(0)
O10	Recreation Precinct Car Park Shelter	30,000	30,000	27,840	2,160
O11	Dalwallinu Oval Football Posts	9,500	9,500	11,204	(1,704)
O12	Dalwallinu Recreation Precinct Playground	66,000	66,000	46,549	19,451
O15	Dalwallinu Recreation Precinct Bitumise Car Park	15,750	15,750	13,598	2,152
O16	Dalwallinu Recreation Precinct Seating	39,305	39,305	46,118	(6,813)
O17	Kalannie Oval Fencing	30,000	30,000	30,235	(235)
O18	Wubin Playground	10,000	10,000	8,788	1,212
E103844	Sewerage System Upgrade	23,555	21,588	23,555	(1,967)
O14	Tourism Seating - Reserves	15,000	15,000	17,004	(2,004)
Z67	Expense of Landscaping sub-division	6,975	6,975	7,265	(290)
<b>FOOTPATH CONSTRUCTION</b>					
E121740	Footpath Construction	50,350	50,350	224	50,126
<b>PLANT &amp; EQUIPMENT</b>					
E051813	Shire of Dalwallinu Fire Tenders	485,738	485,738	485,738	0
E073835	Doctor Vehicle - DL 89	36,114	36,114	36,114	0
E112844	Capital Expenditure - Plant & Equipment	27,243	27,243	27,243	0
E123841	Sundry Plant	22,315	22,315	21,675	640
E123894	Prime Mover	120,482	120,482	120,482	0
E123826	Excavator	150,000	150,000	0	150,000
E123865	Utility - DL9360	29,227	29,227	29,227	(0)
E123863	Trailer Broom	50,377	50,377	50,377	(0)
E123837	Ride on Mower	7,398	7,398	7,398	0
E123875	Pedestrian Vibe Roller	16,800	16,800	16,800	0
E123882	WS Vehicle - DL281	35,290	35,290	35,289	1
E145801	CEO's Vehicle DL 2	53,173	53,173	53,173	0
<b>FURNITURE &amp; FIXTURES</b>					
E10	Electronic Scoreboard - Dalwallinu Recreation Centre	9,750	9,750	6,722	3,028
		7,405,264	7,283,247	6,669,051	614,196

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

FINANCING ACTIVITIES  
NOTE 9  
BORROWINGS

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	1 July 2020	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
<b>Community amenities</b>											
Dalwallinu Sewerage Scheme	64		107,753			17,617	17,617	90,136	90,136	5,321	9,393
<b>Recreation and culture</b>											
Dalwallinu Discovery Centre	157		578,532			58,584	58,584	519,948	519,948	11,941	16,086
Dalwallinu Recreation Centre	159		2,643,455			58,255	58,255	2,585,200	2,585,200	67,790	93,529
<b>Other property and services</b>											
Bell St subdivision	160			800,000	800,000	78,902	74,746	721,098	725,254	4,096	22,166

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**FINANCING ACTIVITIES  
NOTE 9  
BORROWINGS**

**Repayments - borrowings**

Information on borrowings	Particulars	Loan No.	1 July 2020	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
				\$	\$	\$	\$	\$	\$	\$	\$
C/Fwd Balance			\$ 3,329,740	800,000	800,000	213,357	209,202	3,916,383	3,920,538	89,148	141,174
<b>Total</b>			<b>3,329,740</b>	<b>800,000</b>	<b>800,000</b>	<b>213,357</b>	<b>209,202</b>	<b>3,916,383</b>	<b>3,920,538</b>	<b>89,148</b>	<b>141,174</b>
Current borrowings			209,202					-78,902			
Non-current borrowings			3,120,538					3,995,285			
			<b>3,329,740</b>					<b>3,916,383</b>			

All debenture repayments were financed by general purpose revenue.

**KEY INFORMATION**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**FINANCING ACTIVITIES  
NOTE 10  
LEASE LIABILITIES**

**Movement in carrying amounts**

Information on leases Particulars	Lease No.	1 July 2020	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$
<b>Recreation and culture</b>										
Maia Financial - Gymnasium Equipment	E6N0162493	54,200			17,852	17,852	36,349	36,349	1,051	1,051
<b>Other property and services</b>										
Ricoh - 2 x photocopiers		14,976			3,448	5,201	11,528	9,775	259	399
<b>Total</b>		69,176	0	0	21,300	23,053	47,877	46,124	1,310	1,450
Current lease liabilities		22,789					1,704			
Non-current lease liabilities		46,387					46,387			
		69,176					48,091			

All lease repayments were financed by general purpose revenue.

**KEY INFORMATION**

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**OPERATING ACTIVITIES**  
**NOTE 11**  
**CASH RESERVES**

**Cash backed reserve**

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
Leave Reserve	\$ 280,414	\$ 1,402	\$ 1,366	\$ 0	\$ 0	\$ (26,377)	\$ (26,377)	\$ 255,439	\$ 255,403
Plant Reserve	1,013,521	5,068	5,245	0	0	0	0	1,018,589	1,018,766
Joint Venture Housing Reserve	126,139	631	135	13,403	0	0	0	140,173	126,274
Land & Buildings Reserve	838,992	4,195	5,541	510,784	441,390	(210,000)	0	1,143,971	1,285,923
Sewerage Scheme Reserve	498,888	2,494	2,754	248,214	248,213	0	0	749,596	749,855
Townscape Reserve	71,667	358	371	0	0	0	0	72,025	72,038
Telecommunications Reserve	16,680	83	604	0	0	0	0	16,763	17,284
Swimming Pool Reserve	120,202	601	782	50,000	50,000	0	0	170,803	170,984
Recreation Reserve	128,806	644	667	0	0	0	0	129,450	129,473
Insurance Excess Reserve	102,896	514	584	16,000	16,000	0	0	119,410	119,480
Waste Management Reserve	101,216	506	684	50,000	50,000	0	0	151,722	151,900
	<b>3,299,421</b>	<b>16,496</b>	<b>18,734</b>	<b>888,401</b>	<b>805,603</b>	<b>(236,377)</b>	<b>(26,377)</b>	<b>3,967,941</b>	<b>4,097,380</b>

**KEY INFORMATION**

Other current liabilities	Note	Opening	Liability	Liability	Closing
		Balance 1 July 2020	Increase	Reduction	Balance 31 May 2021
		\$	\$	\$	\$
<b>Contract liabilities</b>					
Unspent grants, contributions and reimbursements					
- non-operating	14	0	2,380,381	(2,380,381)	0
<b>Total unspent grants, contributions and reimbursements</b>		<b>0</b>	<b>2,380,381</b>	<b>(2,380,381)</b>	<b>0</b>
<b>Provisions</b>					
Annual leave		203,420			203,420
Long service leave		260,726		(48,418)	212,308
Landfill Sites		23,805			23,805
<b>Total Provisions</b>		<b>487,951</b>	<b>0</b>	<b>(48,418)</b>	<b>439,533</b>
<b>Total other current assets</b>		<b>487,951</b>	<b>2,380,381</b>	<b>(2,428,799)</b>	<b>439,533</b>

Amounts shown above include GST (where applicable)

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

#### KEY INFORMATION

##### Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

##### Employee benefits

###### Short-term employee benefits

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

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

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

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

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

##### Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

NOTE 13

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue					
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants and subsidies</b>											
<b>General purpose funding</b>											
General Purpose Grant (FAGS)				0		857,400	787,368	857,400		857,400	787,368
Untied Roads Grant (FAGS)				0		642,361	519,052	642,361		642,361	519,052
<b>Law, order, public safety</b>											
DFES Operating Grant				0		25,088	25,088	25,088		25,088	36,939
<b>Community amenities</b>											
LRCIP Grant				0		17,000	17,000	17,000		17,000	(0)
National Australia Day Council Grant				0		0	1,100	0	1,100	1,100	1,100
<b>Recreation and culture</b>											
Bike Plan Grant - Department of Transport				0		12,500	0	12,500		12,500	0
Grants - Library Lotterywest				0		0	0	0		0	5,576
Grants - Other Culture				0		0	6,500	0		0	6,500
<b>Transport</b>											
Direct Grant - Main Roads				0		281,605	281,605	281,605		281,605	281,605
	0	0	0	0	0	1,835,954	1,637,713	1,835,954	1,100	1,837,054	1,638,140
<b>Operating contributions</b>											
<b>Governance</b>											
Miscellaneous Reimbursements				0		100	100	100		100	0
<b>General purpose funding</b>											
Ex-Gratia Rates				0		40,000	40,000	40,000		40,000	40,641
Collection of Legal Costs				0		16,000	16,000	16,000		16,000	9,217
<b>Law, order, public safety</b>											
Contribution from DFES for new Fire Tender				0		0	485,738	485,738	485,738	485,738	457,738
DFES Levy Administration Contribution				0		0	0	0	0	0	4,000
<b>Health</b>											
Miscellaneous Reimbursements				0		21,335	21,335	21,335		21,335	18,651
<b>Education and welfare</b>											
Miscellaneous Reimbursements				0		2,960	2,960	2,960		2,960	2,757
<b>Housing</b>											
Miscellaneous Reimbursements				0		20,943	20,943	20,943		20,943	13,531
<b>Community amenities</b>											
Miscellaneous Reimbursements				0		5,187	5,187	5,187		5,187	2,590
Containers Deposit Scheme Income				0		0	0	0	0	0	779

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

NOTE 13

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue					
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Recreation and culture</b>											
Miscellaneous Reimbursements				0		84,090	91,303	27,194	56,896	84,090	89,451
Contribution - Public Open Spaces				0		66,000	39,918	66,000		66,000	39,918
<b>Transport</b>											
Street Lighting Contribution				0		5,500	5,500	5,500		5,500	5,855
Miscellaneous Reimbursements				0		500	500	500		500	213
<b>Economic services</b>											
Miscellaneous Reimbursements				0		60,059	60,059	60,059		60,059	41,233
<b>Other property and services</b>											
Fuel Rebates				0		30,000	30,000	30,000		30,000	31,654
Miscellaneous Reimbursements				0		64,200	73,569	64,200		64,200	68,193
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>416,874</b>	<b>893,112</b>	<b>359,978</b>	<b>542,634</b>	<b>902,612</b>	<b>826,421</b>
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,252,828</b>	<b>2,530,825</b>	<b>2,195,932</b>	<b>543,734</b>	<b>2,739,666</b>	<b>2,464,562</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

NOTE 14

NON-OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	Amended Budget Revenue	YTD Budget	YTD Revenue (b)
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Non-operating grants and subsidies</b>								
Law, order, public safety					0	163,318	163,318	0
DFES Capital Grant					0			
Community amenities					0	174,823	174,823	78,660
LCRIP Grant	65,690	(65,690)		0	0			
Recreation and culture					0	160,055	160,055	61,267
LCRIP Grant	24,209	(24,209)		0	0			
Transport					0	310,815	310,812	248,652
Regional Road Group Grant	248,652	(248,652)		0	0			
Roads to Recovery Grant	723,092	(723,092)		0	0	723,092	723,092	723,092
Wheatbelt Secondary Freight Network Grant	1,028,682	(1,028,682)		0	0	1,304,986	1,304,984	1,028,682
LCRIP Grant	290,056	(290,056)		0	0	393,032	393,032	230,107
Economic services					0			
LCRIP Grant					0	15,000	15,000	9,921
	0	2,380,381	(2,380,381)	0	0	3,245,121	3,245,116	2,380,381

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 15  
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:

<b>Description</b>	<b>Opening Balance</b>	<b>Amount</b>	<b>Amount</b>	<b>Closing Balance</b>
	<b>1 July 2020</b>	<b>Received</b>	<b>Paid</b>	<b>31 May 2021</b>
Public open spaces - Bell St subdivision	\$ 0	\$ 39,918	\$ (39,918)	\$ 0
	<b>0</b>	<b>39,918</b>	<b>(39,918)</b>	<b>0</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 16  
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2020-21 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
<b>Revenue from operating activities</b>				
Economic services	(23,344)	(13.88%)	▼ Timing	Reimbursements from the Caravan Park less than budgeted
<b>Expenditure from operating activities</b>				
Governance	78,293	12.76%	▼ Permanent	Legal expenses will be less than budgeted
General purpose funding	22,333	14.27%	▼ Timing	Rates debt recovery and write offs less than budgeted
Housing	63,067	16.48%	▼ Timing	Housing maintenance less than budgeted YTD
Recreation and culture	206,047	11.08%	▼ Timing	Parks & Gardens maintenance and consultant cost less than budgeted year to date
<b>Investing activities</b>				
Proceeds from non-operating grants, subsidies and contributions	(864,735)	(26.65%)	▼ Timing	Timing of the grants received
Proceeds from disposal of assets	395,503	85.66%	▲ Permanent	More Bell St lots sold during the year than budgeted
<b>Financing activities</b>				
Transfer from reserves	26,377	0.00%	▼ Timing	Transfer from leave reserve done earlier than budgeted

**Shire of Dalwallinu**  
**Bank Reconciliation**  
**as at 31 May 2021**

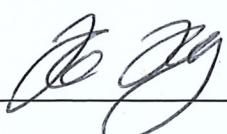
<b>Balance as per General Ledger as at 1 May 2021</b>				
A910000 - Municipal Fund	44,290.75			
A910001 - Telenet Saver	1,380,152.46	1,424,443.21		1,424,443.21
<b>Add Cash Receipts</b>				
Daily Receipts	644,637.14			
BPAY Receipts	12,701.44			
Interest Received	71.86			
Direct Debit - LGIS Adjustment	14,252.63			
				671,663.07
				2,096,106.28
<b>Less Cash Payments</b>				
EFT Payments - Payroll	119,500.00			
EFT Payments (EFT11915-EFT12013)	904,880.12			
Direct Debit - Credit Card Payments	2,528.30			
(DD16112.1 & DD16076.1)				
Direct Debit - Housing Bonds (DD16086.1, DD16107.1 & DD16117.1)	767.00			
Direct Debit (Superannuation Payments)	25,285.71			
Bank Fees	252.36			
Direct Debit Payment to DoT	105,457.65			
				1,158,671.14
<b>Balance as per General Ledger as at 31 May 2021</b>				
A910000 - Municipal Fund	82,210.82			
A910001 - Telenet Saver	855,224.32			
	937,435.14	0.00	937,435.14	
<b>Add</b>				
Le				
Banking 31/05/21 Banked on 01/06/21				4,721.85
				932,713.29
<b>Balance as per Bank Statements as at 31 May 2021</b>				
Muni Cheque Account - 5365914	77,488.97			
Business Telenet Saver - 0373562	855,224.32	0.00	932,713.29	

Prepared by



04/06/2021

Reviewed by



9/6/2021



Bankwest, a division of Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL / Australian credit licence 234945

### BUSINESS ZERO TRAN ACCOUNT STATEMENT

BSB:  
(Bank,State,Branch) 306-008  
Account Number 536591-4  
From 29/05/2021  
To 31/05/2021  
Statement Number 4052

Account of SHIRE OF DALWALLINU

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
29/05/2021	OPENING BALANCE			\$71,724.69
31/05/2021	U3Sullivan LEHMANN,RACHAEL ELIZABETH	\$258.00		\$71,982.69
31/05/2021	SHI00210029	\$38.00		\$72,020.69
31/05/2021	28/05/2021	\$3,647.95		\$75,668.64
31/05/2021	H HUGHES 08:52AM 31May Hannah rent 40 leahy	\$316.00		\$75,984.64
31/05/2021	BILL PAYMENT 2000491349 001 BWA202105310000228354	\$366.30		\$76,350.94
31/05/2021	Ezidebit 11626961	\$232.08		\$76,583.02
31/05/2021	CBA POS POS 16507100 31MAY	\$1,013.40		\$77,596.42
31/05/2021	EMMA BRYANT Rent Emma Bryant	\$185.00		\$77,781.42
31/05/2021	TRANSPORT DALO20210527	\$292.45		\$77,488.97
31/05/2021	CLOSING BALANCE			\$77,488.97

**Total Debits: -\$292.45**

**Total Credits: \$6,056.73**

# TRANSACTION SEARCH RESULTS

**Account:** 302-162 0373562  
**Account Nickname:** BUSINESS TELENET SAVER  
**Date** From 01/05/2021 to 31/05/2021  
**Transaction Types** All Transaction Types  
**Opening Balance** \$1,380,152.46  
**Closing Balance** \$855,224.32

BSB NO.	ACCOUNT NO.	TRANSACTION DATE	NARRATION	CHEQUE NO.	DEBIT	CREDIT	ACCOUNT BALANCE
302-162	0373562	21/05/2021	Telenet to muni		-\$30,000.00		\$855,224.32
302-162	0373562	20/05/2021	telenet to muni		-\$265,000.00		\$885,224.32
302-162	0373562	13/05/2021	Telenet to muni		-\$65,000.00		\$1,150,224.32
302-162	0373562	06/05/2021	FROM T/S TO MUNI		-\$85,000.00		\$1,215,224.32
302-162	0373562	06/05/2021	Telenet to muni		-\$80,000.00		\$1,300,224.32
302-162	0373562	03/05/2021	CREDIT INTEREST			\$71.86	\$1,380,224.32

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**Shire of Dalwallinu**  
**Trust Bank Reconciliation**  
**as at 31 May 2021**

<b>Balance as per General Ledger as at 1 May 2021</b> 2T9900000 - Trust Fund	0.00	0.00		0.00
<b>Add Cash Receipts</b>				0.00
<b>Less Cash Payments</b>		0.00		0.00
<b>Balance as per General Ledger as at 31 May 2021</b> 2T9900000 - Trust Fund	0.00	0.00	0.00	0.00
<b>Add</b>				
<b>Less</b>				
<b>Balance as per Bank Statements as at 31 May 2021</b> 2T9900000 - Trust Fund	0.00	0.00	0.00	0.00

Prepared by



1/06/2021

Reviewed by



9/6/2021



Bankwest, a division of Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL / Australian credit licence 234945

**BUSINESS ZERO TRAN ACCOUNT STATEMENT**

BSB:  
(Bank,State,Branch) 306-008  
Account Number 536593-0  
From 26/05/2021  
To 31/05/2021  
Statement Number 3506

Account of SHIRE OF DALWALLINU

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
26/05/2021	OPENING BALANCE			\$0.00
31/05/2021	CLOSING BALANCE			\$0.00

**Total Debits: \$0.00**  
**Total Credits: \$0.00**

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## 9.4 CHIEF EXECUTIVE OFFICER

### 9.4.1 Request to call tenders – Design & Construct Ablution Facility – Dalwallinu Caravan Park

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Shire of Dalwallinu
<b>File Ref</b>	FM/28 – Financial Management - Tendering
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Jean Knight, Chief Executive Officer
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Nil

#### **Purpose of Report**

Council is requested to call for tenders for the design and construction of an Ablution Facility for the Dalwallinu Caravan Park.

#### **Background**

The Dalwallinu Caravan Park currently has two ablution facilities. These facilities do not comply with requirements of the *Caravan Parks and Camping Ground Regulations 1997*.

A Request for Quote was sent out to three suppliers in March 2021. One response was received and was above the \$250,000 purchasing threshold, therefore a request is now presented to Council to call for tenders.

#### **Consultation**

Councillors

#### **Legislative Implications**

##### State

*Local Government Act 1995 – Section 3.57*

*Local Government (Functions & General) Regulations 1996*

#### **Policy Implications**

##### Local

*Council Policy – 3.3 Regional Price Preference*

*Council Policy – 3.5 Purchasing*

#### **Financial Implications**

An allocation has been included in the 2021-2022 budget.

#### **Strategic Implications**

Nil noted in the *Shire of Dalwallinu Strategic Community Plan 2017-2027*.

The Shire of Dalwallinu attracts many tourists and well maintained facilities is considered important.



### **Site Inspection**

Site inspection undertaken: Yes.

### **Triple Bottom Line Assessment**

#### *Economic implications*

There are no known significant economic implications associated with this proposal.

#### *Social implications*

There are no known significant social implications associated with this proposal.

#### *Environmental implications*

There are no known significant environmental implications associated with this proposal.

### **Officer Comment**

The Dalwallinu Caravan Park is a well used Shire facility. In order to comply with the *Caravan Parks and Camping Ground Regulations 1997* it is recommended that Council call for tenders to construct a new facility. The new facility is to be located where the older of the existing two facilities is.

The Shire was given \$543,435 from the Federal Government as part of Phase 2 of the Local Roads and Community Infrastructure Program. A portion of these funds will be used to fund the expenses to construct the new facility.

The tender specifications for the ablution facility are included with this agenda item.

The tenders are expected to be advertised in The West on Saturday 26 June 2021 and will close 2pm, Wednesday 21 July 2021. An agenda item for consideration of the tenders will be presented to the July 2021 Ordinary Council Meeting.

The recommended weighting for scoring of the tender is as follows:

<b>Criteria</b>	<b>Weighting</b>
Quoted Price	40%
Construction programme	15%
Capacity	15%
Demonstrated Experience in Similar Projects	20%
Local Content	10%



## Officer Recommendation/Resolution

### **MOTION 9728**

Moved Cr NW Mills  
Seconded Cr KJ Christian

That Council authorise the calling of tenders for the design and construction of an ablution facility for the Dalwallinu Caravan Park with the following assessment weighting:

Quoted Price	40%
Construction Programme	15%
Capacity	15%
Demonstrated Experience in Similar Projects	20%
Local Content	10%

**CARRIED 7/0**



#### 9.4.2 Western Australian Local Government Association – Annual Convention 2021

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Shire of Dalwallinu
<b>File Ref</b>	GR/4 – Government Relations
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Jean Knight, Chief Executive Officer
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Nil

#### Purpose of Report

Council is requested to authorise attendance to the 2021 Western Australian Local Government Convention and appoint delegates and proxy's to vote at the 2021 WALGA Annual General Meeting.

#### Background

The Annual Local Government Convention will be held at Crown Perth from Sunday 19 September 2021 to Tuesday 21 September 2021. The schedule is as follows:

<b>Sunday 19 September</b>	<b>START</b>	<b>FINISH</b>
Mayors and Presidents' Forum ( <i>by invitation only</i> ) Opening Welcome Reception	3:00pm 5:00pm	5:00pm 6:30pm
<b>Monday 20 September 2021</b>	<b>START</b>	<b>FINISH</b>
ALGWA (WA) AGM and Breakfast Breakfast with Directors General ( <i>by invitation only</i> ) AGM Lunch for AGM attendees Conference Sessions	7:00am 7:30am 9:00am 12:45pm 1:50pm	8:30am 8:45am 12:45pm 1:45pm 5:00pm
Gala Dinner (Optus Stadium)	6:30pm	11:00pm
<b>Tuesday 21 September 2021</b>	<b>START</b>	<b>FINISH</b>
Convention Breakfast with Jelena Dokic Conference Sessions	7:30am 8:50am	8:45am 4:45pm
<b>Wednesday 22 September 2021 (post-conference) Field Trips</b>	<b>START</b>	<b>FINISH</b>
<i>Bushmead Estate, Shaped by Nature</i> Construction Futures Centre	9:00am 9:00am	11:30am 12:00pm

#### Consultation

Councillors



**Legislative Implications**

Nil

**Policy Implications**Local

*Council Policy – 1.7 Members Conference/Course Attendance and Partners Expenses*

**Financial Implications**

A budget allocation will be provided in the 2021-2022 budget.

**Strategic Implications**

Nil

**Site Inspection**

Site inspection undertaken: Nil

**Triple Bottom Line Assessment**Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

**Officer Comment**

The Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) is to be held on Monday 20 September 2021 at Crown Perth.

Delegates will need to be appointed to vote on motions put forward for consideration at the AGM.



## Officer Recommendation/Resolution

### **MOTION 9729**

Moved Cr NW Mills  
Seconded Cr AR Dickins

That Council:

1. Appoint Cr S Carter and Cr K Carter as the Shire of Dalwallinu Delegates for the WALGA Annual General Meeting to be held on Monday 20 September 2021;
2. Appoint Chief Executive Officer, Jean Knight as the Shire of Dalwallinu Proxy Delegate for the WALGA Annual General Meeting to be held on Monday 20 September 2021;
3. Authorise Cr S Carter, Cr K McNeill, Cr K Christian, Cr K Carter and Chief Executive Officer Jean Knight to attend the Local Government Convention from 19 September to 21 September 2021;
4. Meets the costs of registration, accommodation and incidentals for all delegates, Chief Executive Officer and Partners.

**CARRIED 7/0**



#### 9.4.3 Renewal of Lease- Units 2 & 3, 18 Huggett Drive, Dalwallinu\*

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Shire of Dalwallinu
<b>File Ref</b>	CP/6-Council Properties- Acquisition & Disposal-Leasing
<b>Previous Meeting References</b>	OCM -26 June 2018, M9188; OCM 27 November 2018 M9282
<b>Prepared by</b>	Joanne Jones, Economic & Community Development Officer
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	DRAFT Leases

#### Purpose of Report

Council is requested to dispose of Units 2 and 3, 18 Huggett Drive, Dalwallinu to GEKO Engineering by way of a three year renewal of the existing leases.

#### Background

At the Ordinary Meeting of Council held 26 June 2018, Council resolved the following:

#### MOTION 9188

*Moved Cr NW Mills  
Seconded Cr KM McNeill JP*

*That Council:*

- Declares that it believes that the valuation for the factory units of \$14,350 per annum (ex GST) undertaken by Independent Valuers WA in March 2017 is a true indication of the value of the proposed disposition;*
- Authorise the Chief Executive Officer to advertise the proposed disposition of Unit 2, 18 Huggett Drive Dalwallinu to Brett Wallis - Geko for the amount of \$880 per month (including GST) for a three year period;*
- Subject to not receiving any submissions, accept the offer from Brett Wallis – Geko of \$880 per month (inc GST) for a three year period with the following conditions:*
  - One (1) month rent free from 1 July 2018 to allow for set up;*
  - Rent of \$880 per month (inc GST) from date of lease agreed for a three (3) year period; Rent to be payable at the end of each month;*
  - Break fee of no more than three (3) month's rent;*
  - All utilities plus contents insurance to be paid by the lessee;*
  - Signage cost and installation to be at the expense of the lessee;*
- Authorise the Chief Executive Officer to finalise the disposal of Unit 2, 18 Huggett Drive, Dalwallinu as per the requirements of the Local Government Act 1995, Section 3.58;*
- Authorise the Shire President and Chief Executive Officer to sign and affix the Common seal to the lease for Unit 2, 18 Huggett Drive, Dalwallinu;*
- Contribute a maximum of \$2000 (ex GST towards) the cost of the electrical installation of three phase outlets and single phase outlets for Unit 2, 18 Huggett Drive, Dalwallinu on the proviso that the electrical fittings remain in situ at the expiry of the lease.*

**CARRIED 9/0'**



At the Ordinary Meeting of Council held 27 November 2018, Council resolved the following:

## ***'MOTION 9282***

*Moved*      *Cr JA Huggett*  
*Seconded*      *Cr BH Boys*

### *That Council:*

1. Declares that it believes that the valuation for the factory units of \$14,350 per annum (ex GST) undertaken by Independent Valuers WA in March 2017 is a true indication of the value of the proposed disposition;
2. Authorise the Chief Executive Officer to advertise the proposed disposition of Unit 3, 18 Huggett Drive Dalwallinu to Brett Wallis - Geko for the amount of \$880 per month (including GST) for a three year period;
3. Subject to not receiving any submissions, accept the offer from Brett Wallis – Geko of \$880 per month (inc GST) for a three year period with the following conditions:
  - a. Rent of \$880 per month (inc GST) from date of lease agreed until 1 July 2021;
  - b. Rent to be payable in advance;
  - c. Break fee of no more than three (3) month's rent;
  - d. All utilities plus contents insurance to be paid by the lessee;
  - e. Signage cost and installation to be at the expense of the lessee;
4. Authorise the Chief Executive Officer to finalise the disposal of Unit 3, 18 Huggett Drive, Dalwallinu as per the requirement of the Local Government Act 1995, Section 3.58;
5. Authorise the Shire President and Chief Executive Officer to sign and affix the Common seal to the lease for Unit 3, 18 Huggett Drive, Dalwallinu.

**CARRIED 9/0'**

GEKO Engineering now seeks to renew the leases on both units for a further period of three (3) years with the existing lease terms to remain unchanged aside from an alteration to make both leases payable in advance.

## Consultation

Brett Wallis (Principal, GEKO Engineering), 31 May 2021.

## Legislative Implications

State

### *Local Government Act 1995 Section 3.58*

## Policy Implications

Nil

## Financial Implications

Should Council resolve to renew the lease, an annual revenue of \$10,560 (inc GST) will be received per unit.

## Strategic Implications

# *Shire of Dalwallinu Strategic Community Plan 2017-2027*

Outcome 2.2 – Additional business development in the commercial and industrial sectors  
1.2.1 – Advocate for additional commercial business to set up in towns



**For Units Site Inspection**

Site inspection undertaken: Not applicable

**Triple Bottom Line Assessment***Economic implications*

Renewal of the lease will allow the applicant to continue to use the workshops for maintenance of his own equipment and provide him the ability to continue to offer a service for metal fabrication and repair.

*Social implications*

There are no known significant social implications associated with this proposal.

*Environmental implications*

There are no known significant environmental implications associated with this proposal.

**Officer Comment**

It is recommended that the request be agreed to on the basis of the conditions of the existing lease.

**Officer Recommendation**

That Council:

1. Authorise the Chief Executive Officer to renew the leases with GEKO Engineering for Units 2 and 3, 18 Huggett Drive, Dalwallinu for a three (3) year term from 1 August 2021 to 31 July 2024 for the amount of \$880 per month (including GST) for each unit with an annual CPI rental increase;
2. Authorise the Chief Executive Officer and Shire President to sign and affix the common seal to the lease documents for point 1 above.

**Amendment**

Moved: Cr AR Dickins

Seconded: Cr NW Mills

At Point 1 delete \$880 per month including GST and replace with \$990 per month including GST.

**CARRIED 6/1 AND NOW FORMS PART OF THE SUBSTANTIVE MOTION**



## Resolution

### **MOTION 9730**

Moved Cr AR Dickins  
Seconded Cr KJ Christian

That Council:

1. Authorise the Chief Executive Officer to renew the leases with GEKO Engineering for Units 2 and 3, 18 Huggett Drive, Dalwallinu for a three (3) year term from 1 August 2021 to 31 July 2024 for the amount of \$990 per month (including GST) for each unit with an annual CPI rental increase;
2. Authorise the Chief Executive Officer and Shire President to sign and affix the common seal to the lease documents for point 1 above.

**CARRIED 6/1**

### ***Reason for change to recommendation:***

*The Officer's recommendation was amended with a rental increase from \$880 per month to \$990 per month, to get closer to the commercial valuation received three (3) years ago.*





Lease of Unit 2, 18 Huggett Drive, Dalwallinu

Shire of Dalwallinu

GEKO ENGINEERING

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## **Details**

### **Parties**

Shire of Dalwallinu of PO Box 141, Dalwallinu, Western Australia 6609

(Lessor)

Geko Engineering

(Lessee)

### **Background**

- A The Lessor is registered as the proprietor of the Land
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this lease

## **Agreed Terms**

### **a) Definitions**

In this lease, unless otherwise required by the context or subject matter:

**Aggregate or Operating Expenses** means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

**Amounts Payable** means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

**Authorised Person** means:

- a) An agent, employee, licensee or invitee of the Lessor: and
- b) Any person visiting the Premises with the express or implied consent of any person mentioned in Paragraph (a);

**Building** means the building described at **Item 1** of the Schedule;

**Business Day** means a day other than a Saturday, Sunday or Public Holiday in Perth, Western Australia

**CEO** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this lease;

**Commencement Date** means the date of commencement of the Term specified in **Item 4 of the Schedule**;

**Common Areas** means all of those parts of the Land or Building not leased to any lessee and intended for use by the Lessees of the Building and their respective clients in common with each other including all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Building and where the Premises comprises a lot on a strata plan, the common property shown on that strata plan;

**Contaminated Sites Act** means the *Contaminated Sites Act 2003 (WA)*;

**Contamination** has the same meaning as the word “contaminated” in the Contaminated Sites Act;

**CPI** means the Consumer Price Index (All Groups) Perth number published from time to time by the Australia Bureau of Statistics;

**Encumbrance** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

**Good Repair** means good and substantial tenantable repair and in clean, good working order and condition

**Immediately Lettable Condition** means a similar condition of the Premises to that applicable at the time of the handover of the Premises from the Lessor to the Lessee to commence its fitout (or in the event of any part thereof having been replaced or renewed during the term as nearly as possible in the same condition as at the date of such replacement or renewal) subject at all times to fair wear and tear;

**Interest Rate** means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000;

**Land** means the land described at Item 1 of the Schedule;

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lease Year** means:

- a) The Commencement Date to the day before the first anniversary of the Commencement Date; or
- b) An anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

**Lessee's Agent** includes:

- a) The sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

b) Any person on the Premises by the authority of a person specified in paragraph (a);

**Lessee's Covenants** means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

**Lessor's Covenants** means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

**Lessor's Fixtures and Fittings** means all fixtures, fittings, and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**.

**Managing Agent** is not applicable;

**Month or month** means a calendar month;

**Notice** means each notice, demand, consent or authority given or made to any person under this Lease;

**Party** means the Lessor or the Lessee according to the context;

**Permitted Purpose** is described in **Item 7** of the Schedule;

**Premises** means the premises described at **Item 1** of the Schedule;

**Relevant Proportion** means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

**Rent** means the rent specified in **Item 5** of the Schedule;

**Rent Review Date** means a date identified in Item 6 of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**Schedule** means Schedule to this Lease;

**Term** means the term of years specified in **Item 2** of the Schedule and any further Term; and

**Termination** means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

**b) Interpretation**

In this lease, unless expressed to the contrary:

- a) Words importing:
  - i. The singular include the plural and vice versa; and
  - ii. A gender or genders include each other gender;
- b) If a word or a phrase is assigned a particular meaning, other grammatical forms of that word or phrase have corresponding meaning
- c) A reference to:
  - i. A natural person includes a body corporate or local Government;
  - ii. A body corporate or Local Government includes a natural person;
  - iii. A professional body includes a successor or substitute for that body;
  - iv. A Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
  - v. A statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
  - vi. A right includes a benefit, remedy, discretion, authority or power;
  - vii. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - viii. This Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
    - (A) Both express and implied provisions; and
    - (B) That other deed, agreement, instrument or contract as varied , supplemented, replaced or amended;
  - ix. Writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
  - x. Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
  - xi. A sub paragraph, paragraph, subclause, clause Item, Schedule or Annexure of this Lease;
- d) The covenants and obligations on the part of the Lessee do not or omit to do any act or thing include:
  - i. Covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
  - ii. A covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- e) The meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### **c) Grant of Lease**

The Lessor leases to the Lessee the Premises for the Term subject to:

- a) All Encumbrances and Reservations;
- b) The payment of the Amounts Payable; and
- c) The performance and observance of the Lessee's covenants.

### **d) Quiet Enjoyment**

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Premises, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

### **e) Rent and other payments**

The Lessee covenants with the Lessor:

#### **5.1 Rent**

To pay the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set off or abatement whatsoever otherwise than as provided in this Lease.

#### **5.2 Outgoings**

- 1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed, or incurred in respect of the Premises:
  - a) Charges for disposal of stormwater, and rent;
  - b) Telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation or any meter, wiring, internet connection or telephone connection;
  - c) Land tax and metropolitan regional improvement tax on a single ownership basis;
  - d) The costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises; and
  - e) Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- 2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

#### **5.3 Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for

7 days computed from the due date of payment until payment is made and any interest payable under this paragraph will be charged at the Interest rate.

#### **5.4 Costs**

(1) To pay to the Lessor on demand:

- a) All duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- b) All registration fees in connection with this Lease;
- c) All costs associated with the preparation of a surveyed plan for the Premises for the purposes of the Lease; and
- d) All legal costs of and incidental to the instructions for the preparation, execution, and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- a) The Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- b) Any breach of covenant by the Lessee or the Lessee's Agents;
- c) The preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- d) Any work done at the Lessee's request; and
- e) Any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

#### **5.5 Accrual of Amounts Payable**

Amounts Payable accrue on a daily basis.

### **f) Rent Review**

#### **6.1 Rent to be Reviewed**

Not applicable.

#### **6.2 Market Rent Review**

Not applicable.

## **7. Insurance**

#### **7.1 Public Liability Insurance**

The Parties AGREE THAT the Lessee must effect and maintain with Insurers approved by the Lessor in joint names of the Lessor and Lessee for their respective rights and interests in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

#### **7.2 Building Insurance to be effected by Lessor**

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, breakdown and malicious acts or omissions and other standard insurable risks.

### **7.3 Details and receipts**

In respect of the insurances required by **clause 7.1** the Lessee must:

- a) Upon renewal of any insurance policy immediately forward the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- b) Promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- c) Notify the Lessor immediately:
  - (i) When an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) When an insurance policy is cancelled.

### **7.4 Not to invalidate**

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- a. Render any insurance effected under **clause 7.1** and **7.2** on the Premises, or any adjoining premises void or voidable; or
- b. Cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

### **7.5 Report**

Each party must report to the other promptly and in writing and in an emergency verbally:

- a) Any damage to the Premises of which they are or might be aware; and
- b) Any circumstances of which they are aware and are likely to be a danger or cause any damage or danger to the Premises or any person in or on the Premises.

### **7.6 Settlement of claim**

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

### **7.7 Lessor as attorney**

The Lessee irrevocably appoints the Lessor's as the Lessee's attorney during the Term:

- a) In respect of all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **7.2**;
- b) With full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- c) To give good and effectual receipts and discharges for the insurance; and
- d) To settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

## 8. Indemnity

### 8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2). The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

### 8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
  - a) any loss whatsoever (including loss of use);
  - b) injury or damage of, or to, any kind of property or thing; and
  - c) the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly;
    - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
    - (ii) any work carried out by or on behalf of the Lessee on the Premises;
    - (iii) The Lessee's activities, operations or business on, or other use of any kind, of the Premises;
  - (iv) The presence of any Contamination, pollution or environmental harm in, on, or under the Premises or adjoining land caused or contributed by the act, neglect, or omission of the Lessee or the Lessee's Agents;
  - (v) Any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
  - (vi) An act or omission of the Lessee.

### 8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- a) Are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- b) Continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

### 8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

### 8.5 Release

#### (1) The Lessee:

- a) Agrees to occupy and use the Premises at the risk of the Lessee; and
- b) Releases to the full extent permitted by law, the Lessor from;

- (i) Any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
- (ii) Loss or damage to the Premises or personal property of the Lessee; and
- (iii) All claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm, in or under the Premises or surrounding area,

Except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## **9. Limit of Lessor's liability**

### **9.1 No liability for loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

### **9.2 Limit on liability for breach of Lessor's covenants**

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

## **10. Maintenance, repair and cleaning**

### **10.1 Generally**

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- a) To carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees); and
- b) In respect of structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:

- a) Any electrical fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures; or
- d) Any gas fittings and fixtures,

In or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

### **10.2 Cleaning**

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

### **10.3 Repair**

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

### **10.4 Lessee's responsibility**

(1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:

- a) Any electrical fittings and fixtures, including light fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures;
- d) Any gas fittings and fixtures;
- e) Any exit signs;
- f) Any fire equipment;
- g) Any ceiling tiles;
- h) Any signage;
- i) Any security systems;
- j) Any hot water services; and
- k) Any roller doors, shutters, blinds and curtains.

(2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures.

### **10.5 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

### **10.6 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

### **10.7 Pest Control**

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

### **10.8 Painting**

Not applicable.

### **10.9 Drains**

(1) The Lessee must keep and maintain the rubbish pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or fault on the part of the Lessee.

(2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

## **11. Use**

### **11.1 Restrictions on use**

#### **(1) Generally**

The Lessee must not and must not suffer or permit a person to:

- a) Use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- b) Use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

#### **(2) No offensive or illegal acts**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

#### **(3) No nuisance**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

#### **(4) No dangerous substances**

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions;

- a) Any such storage must comply with all relevant statutory provisions;
- b) All applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;
- c) The Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- d) Upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

#### **(5) No harm or stress**

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

#### **(6) No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

#### **(7) No smoking**

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

#### **(8) Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the *Liquor Control Act 1988, Liquor Control Regulations 1989, Liquor Licensing Regulations 1989, Food Act 2008, Food Regulations 2009* and any other relevant written law that may be in force from time to time.

#### **(10) Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

#### **(11) No pollution**

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

#### **11.2 No warranty**

The Lessor gives no warranty:

- a) As to the use to which the Premises may be put; or
- b) That the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

#### **11.3 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

#### **11.4 Premises subject to restriction**

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

#### **11.5 Indemnity for costs**

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

## **12 Alcohol**

#### **12.1 Consumption of alcohol**

The Lessee COVENANTS AND AGREES:

- a) Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- b) That it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a license or permit it has been granted without first obtaining the written consent of the Lessor.

#### **12.2 Liquor license**

The Lessee COVENANTS AND AGREES that if a license or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- a) Comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- b) Comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming and Liquor, which will require, without limitation, the following:
  - i. The development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for

- the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
- ii. The development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- c) Provide a copy of the license or permit (as well as a copy of any document referred to in the license or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of the grant; and
- d) Indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations, 1989*, *Food Act 2008*, *Food regulation 2009* or the license or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

## 13 Alterations

### 13.1 Restriction

(1) The Lessee must not without prior written consent:

- a) (i) from the Lessor;
- (ii) from any other person from whom consent is required under this Lease
- (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- b) Make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- c) Subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

### 13.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:

- a) Consent subject to conditions; and
  - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor and any other person giving consent; and
  - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (iii) the Lessee must apply for and obtain all such consents, approval, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

### 13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- a) carry out the works at the Lessee's expense; or
- b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

## 14 Lessor's right of entry

### 14.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any other Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- a) (i) at all reasonable times
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- b) for each of the following purposes:
  - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
  - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as possible to the Lessee;
  - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
  - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies, or powers under this Lease.

### 14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 15 Statutory obligations and notices

### 15.1 Comply with Statutes

- a) The Lessee must: comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- b) Apply for, obtain and maintain in force all consents, approvals, authorities, licenses and permits required under any statute for the use of the Premises specified at **clause 11**;
- c) Ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- d) Comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- a) Failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- b) Any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**

## 16 Report to Lessor

The Lessee must immediately report to the Lessor:

- a) Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- b) Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause in or near the Premises, pollution of the environment; and
- c) All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## 17 Default

### 17.1 Events of Default

A default occurs if:

- a) Any rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- b) The Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- c) The Lessee repudiates the Lease;
- d) Where the Lessee is an association which is incorporated under *the Associations Incorporated Act 2015*, the association is wound up either voluntarily or otherwise;
- e) Where the Lessee is an association which is incorporated under *the Associations Incorporated Act 2015*, the Lessee passes a special resolution under the *Associations Incorporated Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- f) Where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- g) Where the Lessee is a partnership, the Lessee having a change in its constitution;
- h) An application is made to a court for the Lessee to be wound up;
- i) The appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- j) The Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- k) The Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- l) The Lessee is unable to pay all of its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- m) A meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- n) A mortgagee takes possession of the property of the Lessee under this Lease;
- o) Any execution or similar process is made against the Premises on the Lessee's property;

- p) The Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion for the Permitted Purpose for a six month period; or
- q) A person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

#### **17.2 Costs of Default Notice**

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 17.1(a) and 17.1(b)**.

#### **17.3 Forfeiture**

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- a) Without notice or demand any time enter the Premises and on re-entry the Term will immediately determine;
- b) By Notice to the Lessee determine this Lease and from the date of giving such Notice the Lease will be absolutely determined; and
- c) By Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

But without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

#### **17.4 Lessor may remedy breach**

If the Lessee:

- a) Fails or neglects to pay the Amounts Payable by the Lessee under this lease; or
- b) Does or fails to do anything which constitutes a breach of the Lessee's Covenants,

Then, after the Lessor has given the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

#### **17.5 Acceptance of Amount Payable by Lessor**

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

#### **17.6 Essential Terms**

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this **clause 17.6** does not mean or imply that there are no other essential terms in this Lease.

#### **17.7 Breach of Essential Terms**

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- a) The Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

- b) The Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- c) The Lessee covenants with the Lessor that if the term is determined ;
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any fault,
 The Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- d) The Lessee agrees that the covenant set out in this **clause 17.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- e) The Lessee may deduct from the amounts referred to at **clause 17.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired due to effluxion of time; and
- f) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained in or implied in this Lease.

## 18. Damage or Destruction of Premises

### 18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrators award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

### 18.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, and such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

## 19. Option to Renew

If the Lessee at least six months, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- a) All consents and approvals required by the terms of this Lease or at law have been obtained; and
- b) There is no subsisting default by the Lessee at the date of service of the Notice in:
  - (i) the payment of Amounts Payable; or
  - (ii) the performance or observance of the Lessee's Covenants,

The Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on Terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such terms and conditions as the Lessor may consider appropriate.

## 20. Holding Over

- 1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- 2) The Lessee shall not be entitled to hold over for a more than 12 months after the expiry of the Term.
- 3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

## 21. Restore Premises

Prior to Termination, the Lessee, at the Lessee's expense must restore the Premises to an Immediately Lettable Condition and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for avoidance of doubt includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows doors, all glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

## 22. Yield up the Premises

### 22.1 Peacefully surrender

On Termination the Lessee must:

- a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- b) Surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

## **22.2 Clause 22.2 to survive termination**

The Lessee's obligation under **clause 22.1** will survive termination.

## **23. Removal of Property from Premises**

### **23.1 Remove property prior to termination**

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, and any damage made by the removal.

### **23.2 Lessor can remove property on re-entry**

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

## **24. Assignment, Sub-Letting and Charging**

### **24.1 No assignment or sub-letting without consent**

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

### **24.2 Lessor's Consent to Assignment and Sub-Letting**

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting of the leasehold estate created by this Lease if:

- a) The proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- b) All Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, to any of the Lessee's Covenants;
- c) The Lessee procures the execution by:
  - (i) the proposed assignee of a deed of assignment; or
  - (ii) the proposed sublessee of a deed of sublease;To which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- d) The assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's covenants.

### **24.3 Consents of Assignee Supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning Lessee from the Lessee's Covenants.

### **24.4 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

### **24.5 Costs for assigning and sub-letting**

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses,

incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- b) any consents required under this Lease or at law; and
- c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

#### **24.6 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises.

### **25. Disputes**

#### **25.1 Referral of Dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

#### **25.2 Referral of Dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to be the Parties between the CEO of the Lessor and the Chief Executive Officer (or equivalent position) of the Lessee for the purpose of resolving the dispute.

#### **25.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

#### **25.4 Payment of Amounts Payable to Date of Award**

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties, whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

### **26. Prior notice of proposal to change rules**

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

### **27. Provision of information**

The Lessee agrees to provide to the Lessor:

- a) a copy of the Lessee's audited annual statement of accounts for each year;
- b) advice of any changes in its office holders during the Term; and
- c) any information reasonably required by the Lessor.

## 28. Caveat

### 28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

### 28.2 CEO and Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- a) for the Term of this Lease;
- b) for any holding over under this Lease; and
- c) for a period of 6 months after termination to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate;
- d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

### 28.3 Ratification

The Lessee undertakes to ratify all the acts performed or caused to be performed by the Lessor, its agent or attorney under this clause.

### 28.4 Indemnity

The Lessee indemnifies the Lessor against:

- a) any loss arising directly from any act done under this clause; and
- b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

## 29. Goods and Services Tax

### 29.1 Definitions

The following definitions apply for the purpose of this clause:

- a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of GST which may apply to the Amounts Payable or other money payable under the Act;
- c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable to the Lessor for goods or services or property or any other thing under this Lease; and
- d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

### 29.2 Lessee to pay GST

- 1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required to pay under the Act to pay on any Supply made under this Lease;

- 2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply;
- 3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

### **29.3 Consideration in Kind**

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- 1) No contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- 2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- 3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

- 4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

## **30. No Fetter**

Having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## **31. Additional Terms Covenants and Conditions**

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## **32. Commercial Tenancy Act**

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

### **33. Acts by agents**

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

### **34. Governing law**

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

### **35. Statutory powers**

The powers conferred on the Lessor by or under any statutes for the time being are in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

## **36. Notice**

### **36.1 Form of delivery**

A Notice to a Party must be in writing and may be given or made:

- a) By delivery to the Party personally;
- a) By addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- b) By addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- c) By addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the Other.

### **36.2 Service of notice**

A Notice to a Party is deemed to be given or made:

- a) If by personal delivery, when delivered;
- b) If by leaving the Notice at an address specified in **clause 36.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- c) If by post to an address specified in **clause 36.1(b)** on the second Business Day following the date of posting of the Notice;
- d) If by facsimile, when despatched by facsimile to a facsimile number specified in **clause 36.1 (c)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- e) If by email, when despatched by email to an email address specified in **clause 36.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### **36.3 Signing of notice**

A notice to a Party may be signed:

- a) If given by an individual, by the person giving the Notice;

- b) If given by a corporation, by a director, secretary or manager of that corporation;
- c) If given by a local government, by the CEO of that local government;
- d) If given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association;
- e) If given by the Lessor, by the representative of the Managing Agent; or
- f) By a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## **37. Severance**

If any part of this Lease or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

## **38. Variation**

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

## **39. Moratorium**

The provisions that a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## **40. Further assurance**

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

## **41. Payment of money**

Any Amounts Payable to the Lessor or its Managing Agent under this Lease must be paid to the Lessor at its Shire office in Dalwallinu in the State of Western Australia.

## **42. Waiver**

### **42.1 No general waiver**

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

### **42.2 Partial exercise of right power or privilege**

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

## Schedule

### Item 1 Land and Premises

#### Land

Lot 806 on Deposited Plan 73300 and being the whole of the land comprised in Certificate of Title Volume 2808 Folio 946

#### Building

The building containing factory units and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

#### Premises

That 255m<sup>2</sup> portion of the Building known as Unit 2 and outlined in red as shown depicted on the sketch annexed hereto as **Annexure 1** and being from the surface of the floor as originally provided by the Lessor or its predecessor(s) in title, to either the under surface of the roof (whether of tiles, metal or other construction) and including the space between the roof and any ceiling or to the underside of the concrete slab for any floor immediately above the Premises and extending to the centre point of any inter tenancy walls and to the interior surface of any external or non inter tenancy walls.

### Item 2 Term

3 years commencing on 01 August 2021 and expiring on 31 July 2024

### Item 3 Further Term

Not applicable.

### Item 4 Commencement Date

01 August 2021

### Item 5 Rent

\$9,600 plus GST per annum payable in equal monthly instalments of \$800 plus GST, as varied from time to time in accordance with the terms of this Lease. Rent to be payable at the end of each month.

### Item 6 Rent Review Dates

Not applicable

### Item 7 Permitted Purpose

Workshop for the metal fabrication, welding and steel supply, and uses reasonably ancillary thereto.

**Item 8      Public Liability Insurance**

Twenty million dollars (\$20,000,000.00)

**Item 9      Repainting Dates**

Not applicable

**Item 10    Additional Terms and Covenants****(i)      Early Termination**

The Parties agree that the Lessee can terminate the Lease before the expiry of the Term provided that:

- A. The Lessee gives the Lessor written notice at least one week from the date of early termination of the Lease (**Break Date**);
- B. Immediately upon the issuing of the Notice in subparagraph (A) the Lessee pays to the Lessor a sum the equivalent of three months Rent as a penalty for breaking the Lease;
- C. The Lessor's rights regarding any prior breach of the Lease are preserved and the penalty fee referred to in subparagraph (B) is not regarded as compensation or damages or satisfaction of any other claim, that the Lessor may have pursuant to the terms of this Lease; and
- D. At the Break Date the Lessee complies with clauses 21 to 23 of this Lease.

## **Signing Page**

### **EXECUTED**

THE COMMON SEAL of the SHIRE )  
OF DALWALLINU was hereunto )  
affixed by authority of a resolution of )  
the Council in the presence of: )

---

SHIRE PRESIDENT

(Print Full Name)

---

CHIEF EXECUTIVE OFFICER

(Print Full Name)

### **Executed by**

In accordance with section 127 of the  
Corporations Act:

---

Signature of Director

\*signature of director/company secretary  
\*(delete whichever designation is incorrect)

---

Name of Director (Print)

\*name of director/company secretary (print)  
\*(delete whichever designation is incorrect)

## **Annexure 1- Sketch of Premises**

## **Annexure 2- Lessor's Fixtures and Fittings**

Air-conditioning in the office and kitchenette

Bathroom fittings



Shire of Dalwallinu  
and  
GEKO Engineering

Lease of Unit 3, 18 Huggett Drive, Dalwallinu

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## **Details**

### **Parties**

Shire of Dalwallinu of PO Box 141, Dalwallinu, Western Australia 6609

(Lessor)

Geko Engineering

(Lessee)

### **Background**

A The Lessor is registered as the proprietor of the Land

B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this lease

## **Agreed Terms**

### **a) Definitions**

In this lease, unless otherwise required by the context or subject matter:

**Aggregate or Operating Expenses** means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

**Amounts Payable** means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

**Authorised Person** means:

- a) An agent, employee, licensee or invitee of the Lessor; and
- b) Any person visiting the Premises with the express or implied consent of any person mentioned in Paragraph (a);

**Building** means the building described at **Item 1** of the Schedule;

**Business Day** means a day other than a Saturday, Sunday or Public Holiday in Perth, Western Australia

**CEO** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this lease;

**Commencement Date** means the date of commencement of the Term specified in **Item 4 of the Schedule**;

**Common Areas** means all of those parts of the Land or Building not leased to any lessee and intended for use by the Lessees of the Building and their respective clients in common with each other including all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Building and where the Premises comprises a lot on a strata plan, the common property shown on that strata plan;

**Contaminated Sites Act** means the *Contaminated Sites Act 2003 (WA)*;

**Contamination** has the same meaning as the word “contaminated” in the Contaminated Sites Act;

**CPI** means the Consumer Price Index (All Groups) Perth number published from time to time by the Australia Bureau of Statistics;

**Encumbrance** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

**Good Repair** means good and substantial tenantable repair and in clean, good working order and condition

**Immediately Lettable Condition** means a similar condition of the Premises to that applicable at the time of the handover of the Premises from the Lessor to the Lessee to commence its fitout (or in the event of any part thereof having been replaced or renewed during the term as nearly as possible in the same condition as at the date of such replacement or renewal) subject at all times to fair wear and tear;

**Interest Rate** means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000;

**Land** means the land described at Item 1 of the Schedule;

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lease Year** means:

- a) The Commencement Date to the day before the first anniversary of the Commencement Date; or
- b) An anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

**Lessee's Agent** includes:

- a) The sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- b) Any person on the Premises by the authority of a person specified in paragraph (a);

**Lessee's Covenants** means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

**Lessor's Covenants** means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

**Lessor's Fixtures and Fittings** means all fixtures, fittings, and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**.

**Managing Agent** is not applicable;

**Month** or **month** means a calendar month;

**Notice** means each notice, demand, consent or authority given or made to any person under this Lease;

**Party** means the Lessor or the Lessee according to the context;

**Permitted Purpose** is described in **Item 7** of the Schedule;

**Premises** means the premises described at **Item 1** of the Schedule;

**Relevant Proportion** means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

**Rent** means the rent specified in **Item 5** of the Schedule;

**Rent Review Date** means a date identified in Item 6 of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**Schedule** means Schedule to this Lease;

**Term** means the term of years specified in **Item 2** of the Schedule and any further Term; and

**Termination** means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

## **b) Interpretation**

In this lease, unless expressed to the contrary:

- a) Words importing:
  - i. The singular include the plural and vice versa; and
  - ii. A gender or genders include each other gender;
- b) If a word or a phrase is assigned a particular meaning, other grammatical forms of that word or phrase have corresponding meaning
- c) A reference to:
  - i. A natural person includes a body corporate or local Government;
  - ii. A body corporate or Local Government includes a natural person;

- iii. A professional body includes a successor or substitute for that body;
- iv. A Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- v. A statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- vi. A right includes a benefit, remedy, discretion, authority or power;
- vii. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- viii. This Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
  - (A) Both express and implied provisions; and
  - (B) That other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- ix. Writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- x. Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- xi. A sub paragraph, paragraph, subclause, clause Item, Schedule or Annexure of this Lease;

d) The covenants and obligations on the part of the Lessee do not or omit to do any act or thing include:

- i. Covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
- ii. A covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;

e) The meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### **c) Grant of Lease**

The Lessor leases to the Lessee the Premises for the Term subject to:

- a) All Encumbrances and Reservations;
- b) The payment of the Amounts Payable; and
- c) The performance and observance of the Lessee's covenants.

### **d) Quiet Enjoyment**

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Premises, and subject to the performance and observance of the

Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

## e) Rent and other payments

The Lessee covenants with the Lessor:

### 5.1 Rent

To pay the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set off or abatement whatsoever otherwise than as provided in this Lease.

### 5.2 Outgoings

- 1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed, or incurred in respect of the Premises:
  - a) Charges for disposal of stormwater, metre rent and water charges;
  - b) Telephone, electricity, gas and other power and light charges including but not limited to metre rent and the cost of installation or any metre, wiring, internet connection or telephone connection;
  - c) Land tax and metropolitan regional improvement tax on a single ownership basis;
  - d) The costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
  - e) Waste Collection charges; and
  - f) Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- 2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### 5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date of payment until payment is made and any interest payable under this paragraph will be charged at the Interest rate.

### 5.4 Costs

(1) To pay to the Lessor on demand:

- a) All duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- b) All registration fees in connection with this Lease;
- c) All costs associated with the preparation of a surveyed plan for the Premises for the purposes of the Lease; and
- d) All legal costs of and incidental to the instructions for the preparation, execution, and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- a) The Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- b) Any breach of covenant by the Lessee or the Lessee's Agents;
- c) The preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- d) Any work done at the Lessee's request; and
- e) Any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

## 5.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

## f) Rent Review

### 6.1 Rent to be Reviewed

The rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

### 6.2 Methods of Review

The review will either be based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### 6.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent Payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.
- (2) For the sake of clarity, the Rent to be paid following a CPI review will be calculated as follows: Rent=  $\frac{A \times B}{C}$

Where-

A= Rent Payable for the Lease year last concluded;

B= CPI for the last quarter immediately preceding the first day of the Lease year under review:

and

C= CPI for the last quarter immediately preceding the first day of the Lease year last concluded.

- (3) In the event that there is any inconsistency between **clauses 6.3(1)** and **6.3(2)**, **clause 6.3(1)** shall prevail.

#### **6.4 Market Rent Review**

- (1) A rent review based on market rent will establish the current market rent for the Premises (which shall not be less than the Rent Payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use in which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in the Lease BUT will not include:
  - a) Any improvements made or effected to the Premises by the Lessee; and
  - b) Any rent free periods, discounts or rental concessions.

#### **6.5 Rent will not decrease**

Notwithstanding the provisions in this clause, the Rent payable from any rent review base on CPI review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

#### **6.6 Lessor's right to review**

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

### **7. Insurance**

#### **7.1 Public Liability Insurance**

The Parties AGREE THAT the Lessee must effect and maintain with Insurers approved by the Lessor in joint names of the Lessor and Lessee for their respective rights and interests in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

#### **7.2 Building Insurance to be effected by Lessor**

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, breakdown and malicious acts or omissions and other standard insurable risks.

### **7.3 Details and receipts**

In respect of the insurances required by **clause 7.1** the Lessee must:

- a) Upon renewal of any insurance policy immediately forward the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- b) Promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- c) Notify the Lessor immediately:
  - (i) When an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) When an insurance policy is cancelled.

### **7.4 Not to invalidate**

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- a. Render any insurance effected under **clause 7.1** and **7.2** on the Premises, or any adjoining premises void or voidable; or
- b. Cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

### **7.5 Report**

Each party must report to the other promptly and in writing and in an emergency verbally:

- a) Any damage to the Premises of which they are or might be aware; and
- b) Any circumstances of which they are aware and are likely to be a danger or cause any damage or danger to the Premises or any person in or on the Premises.

### **7.6 Settlement of claim**

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

### **7.7 Lessor as attorney**

The Lessee irrevocably appoints the Lessor's as the Lessee's attorney during the Term:

- a) In respect of all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **7.2**;
- b) With full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- c) To give good and effectual receipts and discharges for the insurance; and
- d) To settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

## **8. Indemnity**

### **8.1 Lessee responsibilities**

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

(2). The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

### **8.2 Indemnity**

(1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- a) any loss whatsoever (including loss of use);
- b) injury or damage of, or to, any kind of property or thing; and
- c) the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly;

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) The Lessee's activities, operations or business on, or other use of any kind, of the Premises;
- (iv) The presence of any Contamination, pollution or environmental harm in, on, or under the Premises or adjoining land caused or contributed by the act, neglect, or omission of the Lessee or the Lessee's Agents;
- (v) Any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) An act or omission of the Lessee.

### **8.3 Obligations Continuing**

The obligations of the Lessee under this clause:

- a) Are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- b) Continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

### **8.4 No indemnity for Lessor's negligence**

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

### **8.5 Release**

(1) The Lessee:

- a) Agrees to occupy and use the Premises at the risk of the Lessee; and
- b) Releases to the full extent permitted by law, the Lessor from:
  - (i) Any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
  - (ii) Loss or damage to the Premises or personal property of the Lessee; and
  - (iii) All claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination,

pollution or environmental harm, in on or under the Premises or surrounding area,

Except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## **9. Limit of Lessor's liability**

### **9.1 No liability for loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

### **9.2 Limit on liability for breach of Lessor's covenants**

(1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

## **10. Maintenance, repair and cleaning**

### **10.1 Generally**

(1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- a) To carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees); and
- b) In respect of structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

(2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:

- a) Any electrical fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures; or
- d) Any gas fittings and fixtures,

In or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

### **10.2 Cleaning**

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

### **10.3 Repair**

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

### **10.4 Lessee's responsibility**

(1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:

- a) Any electrical fittings and fixtures, including light fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures;
- d) Any gas fittings and fixtures;
- e) Any exit signs;
- f) Any fire equipment;
- g) Any ceiling tiles;
- h) Any signage;
- i) Any security systems;
- j) Any hot water services; and
- k) Any roller doors, shutters, blinds and curtains.

(2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures.

### **10.5 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

### **10.6 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

### **10.7 Pest Control**

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

### **10.8 Painting**

(1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least two coats of paint those parts of the Premises usually painted internally.

(2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:

- a) Do so in a proper manner using good quality materials;
- b) Have the colour and quality of the materials approved in writing by the Lessor before the work commences;
- c) Comply with all reasonable directions given or requests made by the Lessor; and
- d) Be finished in a proper and workmanlike manner.

### **10.9 Drains**

(1) The Lessee must keep and maintain the rubbish pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such

waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or fault on the part of the Lessee.

(2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

## **11. Use**

### **11.1 Restrictions on use**

#### **(1) Generally**

The Lessee must not and must not suffer or permit a person to:

- a) Use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- b) Use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

#### **(2) No offensive or illegal acts**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

#### **(3) No nuisance**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

#### **(4) No dangerous substances**

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions;

- a) Any such storage must comply with all relevant statutory provisions;
- b) All applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;
- c) The Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- d) Upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

#### **(5) No harm or stress**

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

#### **(6) No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

#### **(7) No smoking**

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

#### **(8) Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the *Liquor Control Act 1988, Liquor Control Regulations 1989, Liquor Licensing Regulations 1989, Food Act 2008, Food Regulations 2009* and any other relevant written law that may be in force from time to time.

#### **(10) Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

#### **(11) No pollution**

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

#### **11.2 No warranty**

The Lessor gives no warranty:

- a) As to the use to which the Premises may be put; or
- b) That the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

#### **11.3 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

#### **11.4 Premises subject to restriction**

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

#### **11.5 Indemnity for costs**

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

## **12 Alcohol**

### **12.1 Consumption of alcohol**

The Lessee COVENANTS AND AGREES:

- a) Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- b) That it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a license or permit it has been granted without first obtaining the written consent of the Lessor.

### **12.2 Liquor license**

The Lessee COVENANTS AND AGREES that if a license or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- a) Comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- b) Comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming and Liquor, which will require, without limitation, the following:
  - i. The development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for

- the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
- ii. The development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- c) Provide a copy of the license or permit (as well as a copy of any document referred to in the license or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of the grant; and
- d) Indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations, 1989*, *Food Act 2008*, *Food regulation 2009* or the license or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

## 13 Alterations

### 13.1 Restriction

(1) The Lessee must not without prior written consent:

- a) (i) from the Lessor;
- (ii) from any other person from whom consent is required under this Lease
- (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- b) Make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- c) Subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

### 13.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:

- a) Consent subject to conditions; and
  - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor and any other person giving consent; and
  - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (iii) the Lessee must apply for and obtain all such consents, approval, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

### 13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- a) carry out the works at the Lessee's expense; or
- b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

## 14 Lessor's right of entry

### 14.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any other Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- a) (i) at all reasonable times
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- b) for each of the following purposes:
  - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
  - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as possible to the Lessee;
  - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
  - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies, or powers under this Lease.

### 14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 15 Statutory obligations and notices

### 15.1 Comply with Statutes

- a) The Lessee must: comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- b) Apply for, obtain and maintain in force all consents, approvals, authorities, licenses and permits required under any statute for the use of the Premises specified at **clause 11**;
- c) Ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- d) Comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- a) Failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- b) Any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**

## **16 Report to Lessor**

The Lessee must immediately report to the Lessor:

- a) Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- b) Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause in or near the Premises, pollution of the environment; and
- c) All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## **17 Default**

### **17.1 Events of Default**

A default occurs if:

- a) Any rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- b) The Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- c) The Lessee repudiates the Lease;
- d) Where the Lessee is an association which is incorporated under the Associations Incorporated Act 2016, the association is wound up either voluntarily or otherwise;
- e) Where the Lessee is an association which is incorporated under the Associations Incorporated Act 2016, the Lessee passes a special resolution under the Associations Incorporated Act 2016 altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- f) Where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- g) Where the Lessee is a partnership, the Lessee having a change in its constitution;
- h) An application is made to a court for the Lessee to be wound up;
- i) The appointment of a controller under section 9 of the Corporations Act 2001 of any of the Lessee's assets;
- j) The Lessee becomes an insolvent under administration under section 9 of the Corporations Act 2001;
- k) The Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- l) The Lessee is unable to pay all of its debts when they become due, it fails to comply with a statutory demand under section 459F of the Corporations Act 2001, or is deemed to be unable to pay its debts under section 585 of the Corporations Act 2001;
- m) A meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- n) A mortgagee takes possession of the property of the Lessee under this Lease;
- o) Any execution or similar process is made against the Premises on the Lessee's property;
- p) The Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion for the Permitted Purpose for a six month period; or
- q) A person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

## **17.2 Costs of Default Notice**

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 17.1(a) and 17.1(b)**.

## **17.3 Forfeiture**

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- a) Without notice or demand any time enter the Premises and on re-entry the Term will immediately determine;
- b) By Notice to the Lessee determine this Lease and from the date of giving such Notice the Lease will be absolutely determined; and
- c) By Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

But without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

## **17.4 Lessor may remedy breach**

If the Lessee:

- a) Fails or neglects to pay the Amounts Payable by the Lessee under this lease; or
- b) Does or fails to do anything which constitutes a breach of the Lessee's Covenants,

Then, after the Lessor has given the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

## **17.5 Acceptance of Amount Payable by Lessor**

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

## **17.6 Essential Terms**

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this **clause 17.6** does not mean or imply that there are no other essential terms in this Lease.

## **17.7 Breach of Essential Terms**

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- a) The Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- b) The Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- c) The Lessee covenants with the Lessor that if the term is determined ;
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any fault,

The Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- d) The Lessee agrees that the covenant set out in this **clause 17.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- e) The Lessee may deduct from the amounts referred to at **clause 17.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired due to effluxion of time; and
- f) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained in or implied in this Lease.

## 18. Damage or Destruction of Premises

### 18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrators award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

### 18.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, and such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

## 19. Option to Renew

If the Lessee at least six months, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- a) All consents and approvals required by the terms of this Lease or at law have been obtained; and
- b) There is no subsisting default by the Lessee at the date of service of the Notice in:
  - (i) the payment of Amounts Payable; or
  - (ii) the performance or observance of the Lessee's Covenants,

The Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on

Terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such terms and conditions as the Lessor may consider appropriate.

## **20. Holding Over**

- 1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- 2) The Lessee shall not be entitled to hold over for a more than 12 months after the expiry of the Term.
- 3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

## **21. Restore Premises**

Prior to Termination, the Lessee, at the Lessee's expense must restore the Premises to an Immediately Lettable Condition and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for avoidance of doubt includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows doors, all glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

## **22. Yield up the Premises**

### **22.1 Peacefully surrender**

On Termination the Lessee must:

- a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- b) Surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

### **22.2 Clause 22.2 to survive termination**

The Lessee's obligation under **clause 22.1** will survive termination.

## **23. Removal of Property from Premises**

### **23.1 Remove property prior to termination**

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, and any damage made by the removal.

### **23.2 Lessor can remove property on re-entry**

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

## **24. Assignment, Sub-Letting and Charging**

### **24.1 No assignment or sub-letting without consent**

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

### **24.2 Lessor's Consent to Assignment and Sub-Letting**

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting of the leasehold estate created by this Lease if:

- a) The proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- b) All Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, to any of the Lessee's Covenants;
- c) The Lessee procures the execution by:
  - (i) the proposed assignee of a deed of assignment; or
  - (ii) the proposed sublessee of a deed of sublease;To which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- d) The assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's covenants.

### **24.3 Consents of Assignee Supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning Lessee from the Lessee's Covenants.

### **24.4 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

### **24.5 Costs for assigning and sub-letting**

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- b) any consents required under this Lease or at law; and
- c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

### **24.6 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises.

## **25. Disputes**

### **25.1 Referral of Dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from

time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

### **25.2 Referral of Dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to be the Parties between the CEO of the Lessor and the Chief Executive Officer (or equivalent position) of the Lessee for the purpose of resolving the dispute.

### **25.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### **25.4 Payment of Amounts Payable to Date of Award**

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties, whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

## **26. Prior notice of proposal to change rules**

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2016*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 2016* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

## **27. Provision of information**

The Lessee agrees to provide to the Lessor:

- a) a copy of the Lessee's audited annual statement of accounts for each year;
- b) advice of any changes in its office holders during the Term; and
- c) any information reasonably required by the Lessor.

## **28. Caveat**

### **28.1 No absolute caveat**

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

### **28.2 CEO and Lessor as attorney**

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- a) for the Term of this Lease;
- b) for any holding over under this Lease; and
- c) for a period of 6 months after termination

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- f) a surrender of the estate granted by this Lease,  
and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

### **28.3 Ratification**

The Lessee undertakes to ratify all the acts performed or caused to be performed by the Lessor, its agent or attorney under this clause.

### **28.4 Indemnity**

The Lessee indemnifies the Lessor against:

- a) any loss arising directly from any act done under this clause; and
- b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

## **29. Goods and Services Tax**

### **29.1 Definitions**

The following definitions apply for the purpose of this clause:

- a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of GST which may apply to the Amounts Payable or other money payable under the Act;
- c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable to the Lessor for goods or services or property or any other thing under this Lease; and
- d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

### **29.2 Lessee to pay GST**

- 1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required to pay under the Act to pay on any Supply made under this Lease;
- 2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply;
- 3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

### **29.3 Consideration in Kind**

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- 1) No contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind,

the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

## **30. No Fetter**

Having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## **31. Additional Terms Covenants and Conditions**

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## **32. Commercial Tenancy Act**

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

## **33. Acts by agents**

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

## **34. Governing law**

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

## 35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being are in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

## 36. Notice

### 36.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- a) By delivery to the Party personally;
- a) By addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- b) By addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- c) By addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the Other.

### 36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- a) If by personal delivery, when delivered;
- b) If by leaving the Notice at an address specified in **clause 36.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- c) If by post to an address specified in **clause 36.1(b)** on the second Business Day following the date of posting of the Notice;
- d) If by facsimile, when despatched by facsimile to a facsimile number specified in **clause 36.1 (c)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- e) If by email, when despatched by email to an email address specified in **clause 36.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 36.3 Signing of notice

A notice to a Party may be signed:

- a) If given by an individual, by the person giving the Notice;
- b) If given by a corporation, by a director, secretary or manager of that corporation;
- c) If given by a local government, by the CEO of that local government;
- d) If given by an association incorporated under the *Associations Incorporation Act 2016*, by any person authorised to do so by the board or committee of management of the association;
- e) If given by the Lessor, by the representative of the Managing Agent; or
- f) By a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## **37. Severance**

If any part of this Lease or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

## **38. Variation**

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

## **39. Moratorium**

The provisions that a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## **40. Further assurance**

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

## **41. Payment of money**

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

## **42. Waiver**

### **42.1 No general waiver**

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

### **42.2 Partial exercise of right power or privilege**

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

## Schedule

### Item 1 Land and Premises

#### Land

Lot 806 on Deposited Plan 73300 and being the whole of the land comprised in Certificate of Title Volume 2808 Folio 946

#### Building

The building containing factory units and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

#### Premises

That 255m<sup>2</sup> portion of the Building outlined in red as shown depicted on the sketch annexed hereto as **Annexure 1** and being from the surface of the floor as originally provided by the Lessor or its predecessor(s) in title, to either the under surface of the roof (whether of tiles, metal or other construction) and including the space between the roof and any ceiling or to the underside of the concrete slab for any floor immediately above the Premises and extending to the centre point of any inter tenancy walls and to the interior surface of any external or non inter tenancy walls.

### Item 2 Term

Three (3) years commencing on First of August 2021 and expiring on Thirty First of July 2024.

### Item 3 Further Term

Not applicable.

### Item 4 Commencement Date

First of August 2021 (1 August 2021)

### Item 5 Rent

Nine thousand six hundred dollars (\$9,600) plus GST per annum payable in advance in equal monthly instalments of eight hundred dollars (\$800) plus GST, as varied from time to time in accordance with the terms of this Lease.

### Item 6 Rent Review Dates

Not applicable

### Item 7 Permitted Purpose

Workshop for the metal fabrication, welding and steel supply, and uses reasonably ancillary thereto.

**Item 8      Public Liability Insurance**

Twenty million dollars (\$20,000,000.00)

**Item 9      Repainting Dates**

Not applicable

**Item 10      Additional Terms and Covenants****(i)      Early Termination**

The Parties agree that the Lessee can terminate the Lease before the expiry of the Term provided that:

- A. The Lessee gives the Lessor written notice at least one week from the date of early termination of the Lease (**Break Date**);
- B. Immediately upon the issuing of the Notice in subparagraph (A) the Lessee pays to the Lessor a sum the equivalent of three months Rent as a penalty for breaking the Lease;
- C. The Lessor's rights regarding any prior breach of the Lease are preserved and the penalty fee referred to in subparagraph (B) is not regarded as compensation or damages or satisfaction of any other claim, that the Lessor may have pursuant to the terms of this Lease; and
- D. At the Break Date the Lessee complies with clauses 21 to 23 of this Lease.

## **Signing Page**

### **EXECUTED**

THE COMMON SEAL of the SHIRE )  
OF DALWALLINU was hereunto )  
affixed by authority of a resolution of )  
the Council in the presence of: )

---

SHIRE PRESIDENT

(Print Full Name)

---

CHIEF EXECUTIVE OFFICER

(Print Full Name)

**Executed by GEKO Engineering (ACN)**  
In accordance with section 127 of the  
Corporations Act:

---

Signature of Director

\*signature of director/company secretary  
\*(delete whichever designation is incorrect)

---

Name of Director (Print)

\*name of director/company secretary (print)  
\*(delete whichever designation is incorrect)

## **Annexure 1- Sketch of Premises (see attachment)**

## **Annexure 2- Lessor's Fixtures and Fittings**

Airconditioning in the office and kitchenette

Bathroom fittings

**10 APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**11 MOTIONS OF WHICH NOTICE HAS BEEN RECEIVED**

Nil

**12 QUESTIONS FROM MEMBERS WITHOUT NOTICE**

Nil

**13 NEW BUSINESS OF AN URGENT NATURE (INTRODUCED BY DECISION OF THE MEETING)**

**PROCEDURAL MOTION 9731**

Moved Cr NW Mills

Seconded Cr KJ Christian

That Council moves to accept the following New Business of an Urgent Nature noted as:

- 13.1 Proposed Subdivision - Lot 563 (23247) Great Northern Hwy, Dalwallinu
- 13.2 Development Application - Lots 115 & 117 (No. 29) Thomas Road, Wubin
- 13.3 Request for Variation Approval – 55-57 Johnston Street, Dalwallinu

**CARRIED 7/0**



### **13.1 Subdivision Application No 160723 – Lot 563 Great Northern Highway, Dalwallinu\***

<b>Report Date:</b>	22 June 2021
<b>Applicant:</b>	Harley Dykstra (Planning Consultants)
<b>File Ref:</b>	Property file – A29102
<b>Previous Meeting Reference:</b>	Nil
<b>Prepared by:</b>	Doug Burke, Manager Planning & Development Services
<b>Supervised by:</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of Interest:</b>	Nil
<b>Voting Requirements:</b>	Simple Majority
<b>Attachments</b>	Supporting Documentation

#### **Purpose of Report**

The Western Australian Planning Commission (WAPC) has referred an application for the subdivision of the subject property to Council for comment (refer to attachment). Council had until 10 June 2021 to provide the WAPC with their response.

The recommendation is that the WAPC be advised that the Shire of Dalwallinu supports in principle the proposed freehold subdivision subject to given conditions.

#### **Background**

**Subject Property:** Lot 563, Great Northern Highway Dalwallinu (A29102)

**Land Use Zoning:** General Industry

**Property Owner:** Harlex Farms P/L

**Applicant:** Harley Dykstra (Planning Consultants)

**Consent Authority:** Western Australia Planning Commission

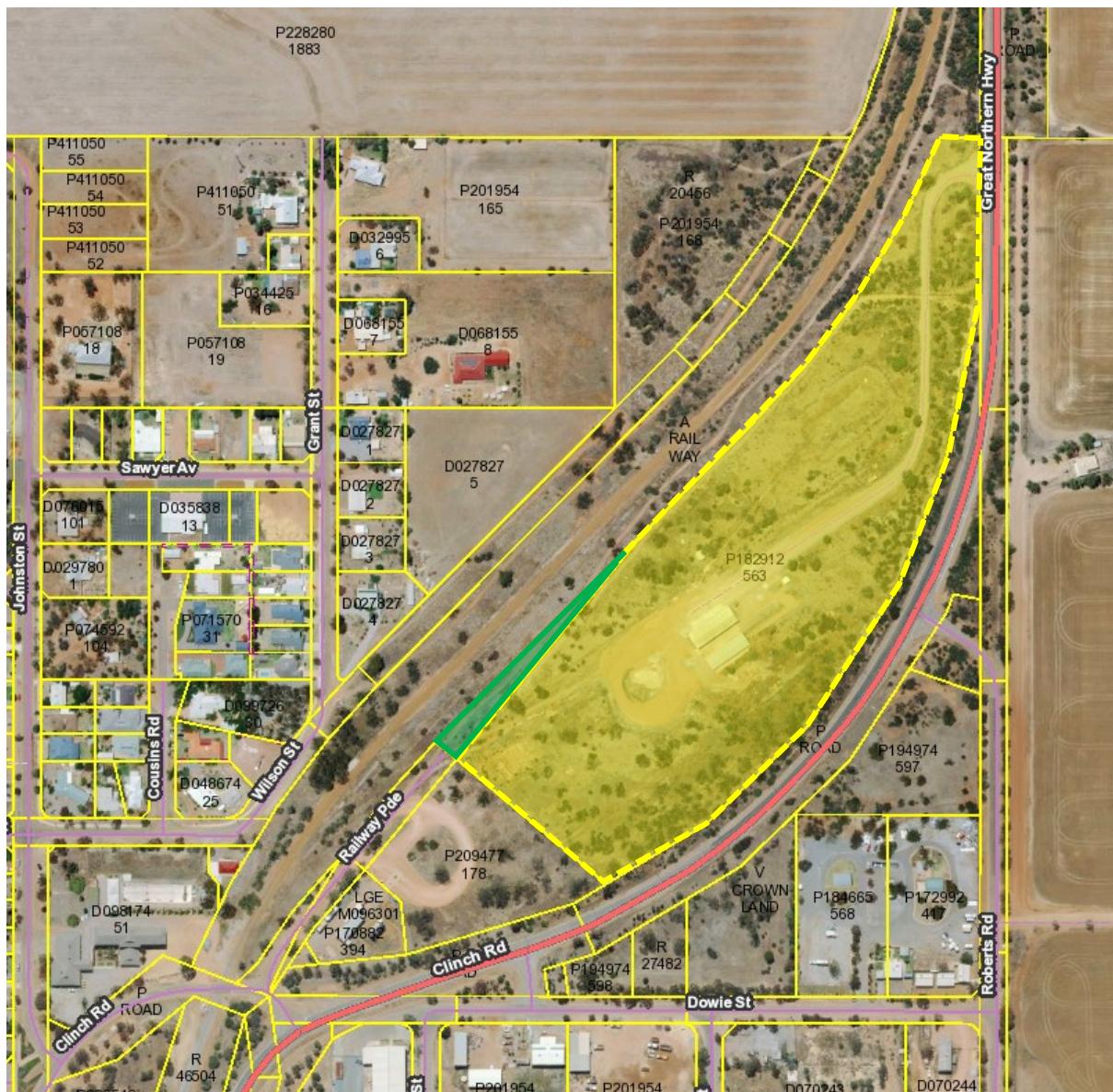
**Proposed Development:** Creation of seven allotments from the parent property.

**Value of Development:** N/A

**Outside Consultation:** Main Roads WA

Harley Dykstra has submitted a proposal to subdivide the existing land parcel into seven allotments from the parent parcel. The property is located on the Great Northern Highway near the intersection with Clinch Road in the northern part of the Dalwallinu townsite. The property is zoned 'General Industry' under the Local Planning Scheme.





Location of subject property identified [REDACTED] (SynergySoft)

#### Consultation

Nil

#### Legislative Implications

Planning and Development Act 2005  
Shire of Dalwallinu Town Planning Scheme N° 2

#### Policy Implications

Nil

#### Financial Implications

Nil

#### Strategic Implications

The Dalwallinu Local Planning Strategy 2013.



## **Site Inspection**

A site inspection was undertaken.

## **Triple Bottom Line Assessment**

### *Economic implications*

Support for this proposal will see an additional seven (7) industrial lots which are in demand.

### *Social implications*

There are no known significant social implications associated with this proposal.

### *Environmental implications*

There are no known significant environmental implications associated with this proposal.

## **Officer Comment**

The proposed subdivision will potentially provide commercially acceptable industrial sites of interest to investors. Currently there are nil greenfield sites available in the established industrial area to the east of the Highway.

The site has been reported to the Department of Water and Environmental Regulation as 'land that has been reported as a known or suspected contaminated site' under the *Contaminated Sites Act 2003*. It is currently classified as being 'Remediated for restricted use.'



***Location of proposed crossover from the subject property***

Reviewing plans of the proposed subdivision, it has become evident that two issues need to be addressed; vehicular access to the site and the conveyance and/or treatment of wastewater created by ensuing developments.

To provide access for the site based on assumed traffic movements, the proponent has designed a crossover from the development to the Great Northern Highway to be included on the south-eastern boundary. A site inspection indicates that the proposed location is not desirable because of the lack of line-of-sight and the change in speed zones. The Manager Works & Services has also reviewed the documents supporting the application and concurs with the reporting officer. Cherie Wallace, Development Planning and Road Access Coordinator for WA Main Roads, has stated that, *'We believe that heavy vehicles would have difficulty turning into and out of the site'* at the proposed crossover.

An alternative to creating a new vehicular access directly onto the Highway would be for a right-of-carriageway' to be negotiated with Public Transport WA over Lot 652 (shown as a green triangle on the plan contained within this report). This would provide access from the subdivision onto Railway Parade, Clinch Road and then the Highway. This route is currently used by heavy vehicle accessing the existing fuel distribution site adjacent to the proposed subdivision.

The parent allotment is not serviced by reticulated sewerage (deep sewerage). It is not envisaged that the subdivision, if realised, will be connected to the Shire's existing sewerage system because of proximity and engineering issues relating to the railway corridor adjacent to the subdivision.

Part 6.2 of the *Government Sewerage Policy (November 2016)* allows for exemptions to the requirement to connect to reticulated sewerage.

*Development applications and non-residential subdivision that are remote from existing or proposed sewerage schemes and the proposed development cannot be connected to reticulated sewerage and here the proponent has demonstrated, to the satisfaction of the Western Australian Planning Commission on the advice of the Department of Health and the Department of Water that there is sufficient capacity to treat and dispose of sewage and contain associated buffers on-site.*

#### Officer Recommendation/Resolution

##### **MOTION 9732**

Moved                    Cr MM Harms  
Seconded                Cr NW Mills

That Council endorse the proposed subdivision and direct the Chief Executive Officer to advise the Western Australian Planning Commission that there is no objection to the proposal for Lot 563 Great Northern Highway, Dalwallinu, as per the plan of subdivision accompanying the Application No: 160723 subject to the following conditions:

1. That the proposed crossover to the Great Northern Highway be expunged from the design and an alternative vehicular access be investigated by the proponent, and
2. That the Department of Health and the Department of Water be consulted as to the proposed subdivision as regards the *Government Sewerage Policy (November 2016)*.

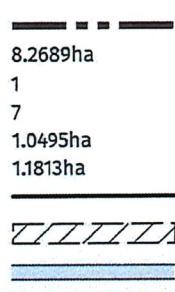
**CARRIED 7/0**



## LEGEND

### PROPOSAL DETAILS

Subject Land 8.2689ha  
Area of Subject Land 1  
No of Existing Lots 7  
No of Proposed Lots 1.0495ha  
Minimum Lot Size 1.1813ha  
Average Lot Size



Proposed Lot Boundaries  
Proposed Reciprocal Right of Carriageway

Bitumen  
Gravel

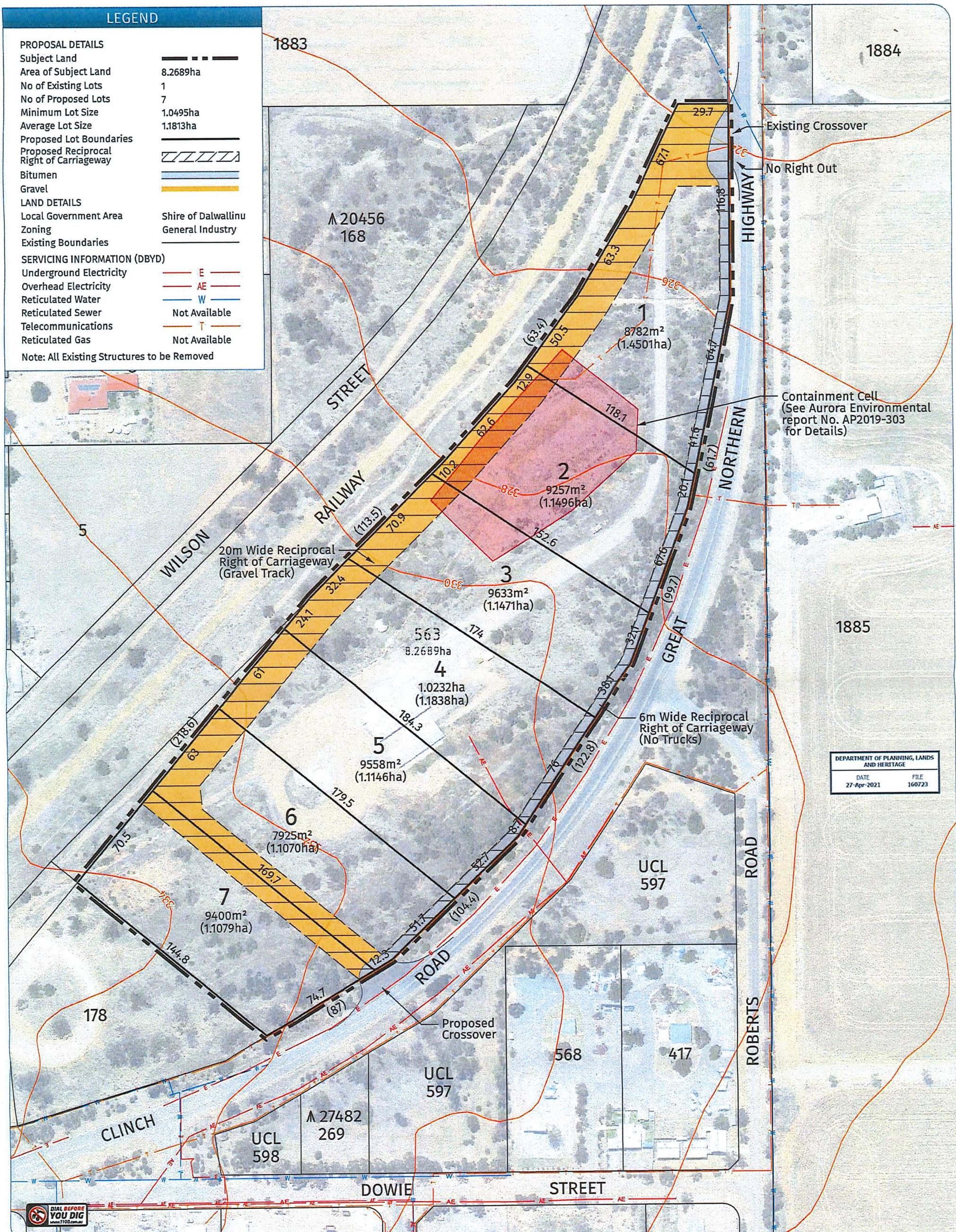
### LAND DETAILS

Local Government Area Shire of Dalwallinu  
Zoning General Industry

### SERVICING INFORMATION (DBYD)

Underground Electricity E  
Overhead Electricity AE  
Reticulated Water W  
Reticulated Sewer Not Available  
Telecommunications T  
Reticulated Gas Not Available

Note: All Existing Structures to be Removed



## PLAN OF SUBDIVISION

Lot 563 (No. 23247) Great Northern Highway, DALWALLINU

Plan No. | 22631-01  
Date | 06/04/21  
Drawn | NP  
Checked | TD  
Revision | C

PERTH & FORRESTDALE:  
Lvl 1, 252 Fitzgerald St.  
PERTH WA 6000  
15/2 Hertswood Loop,  
FORRESTDALE WA 6112  
T: 08 9495 1947  
E: metro@harleydykstra.com.au

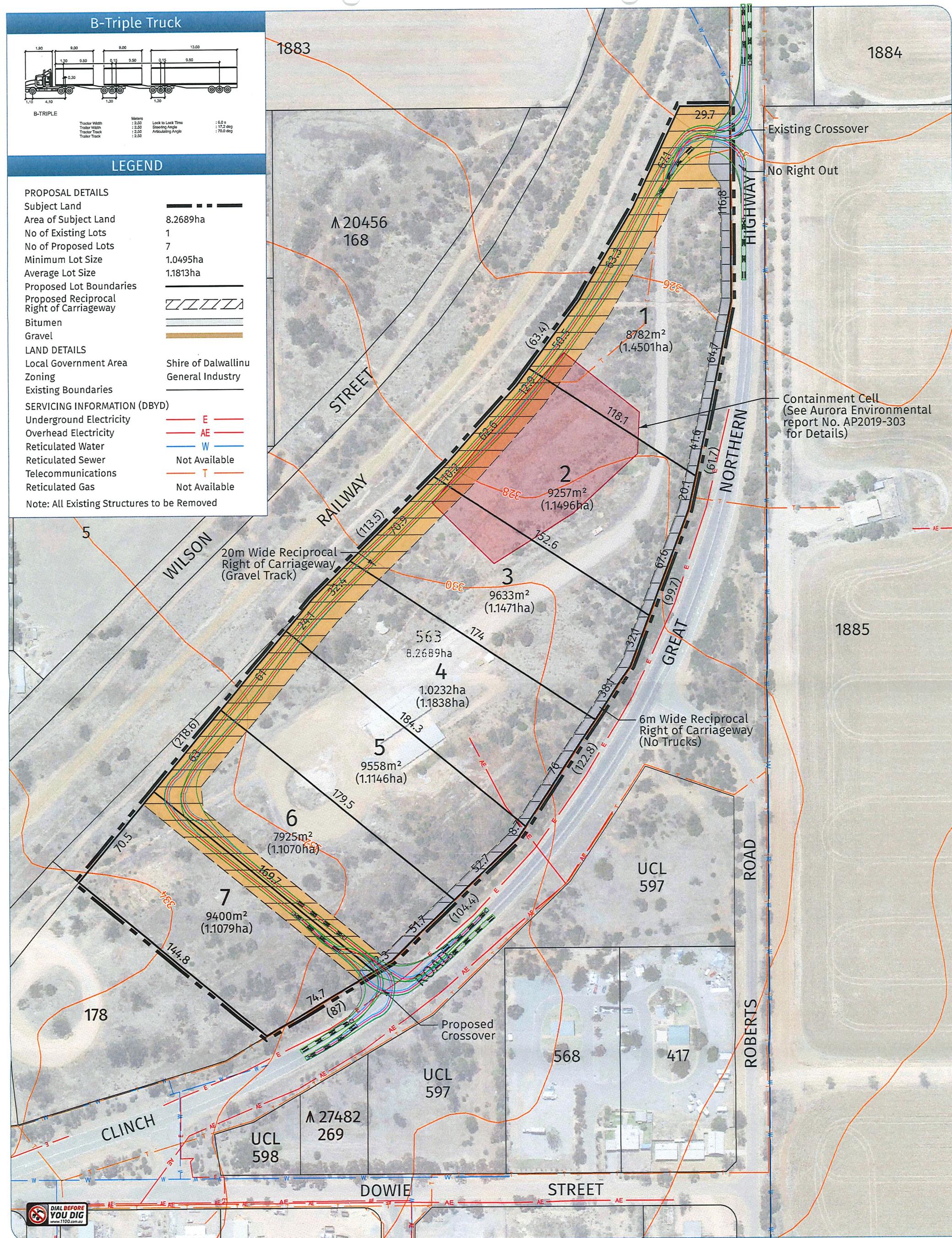
ALBANY | BUNBURY | BUSSELTON | FORRESTDALE | PERTH

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NOTE: This plan has been prepared for planning purposes. Areas, Contours and Dimensions shown are subject to survey.

Scale | 1:2000 @ A3 0 20m 40m 60m

  
**Harley Dykstra**  
PLANNING & SURVEY SOLUTIONS



## PLAN OF SUBDIVISION SWEPT PATH OVERLAY

Lot 563 (No. 23247) Great Northern Highway, DALWALLINU

Plan No. | 22631-01  
Date | 06/04/21  
Drawn | NP  
Checked | TD  
Revision | C

Scale | 1:2000@A3

PERTH & FORRESTDALE:  
Lvl 1, 252 Fitzgerald St  
PERTH WA 6000  
15/2 Hensbrook Loop,  
FORRESTDALE WA 6112  
T: 08 9495 1947  
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ALBANY | BUNBURY | BESSELTON | FORRESTDALE | PERTH

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NOTE: This plan has been prepared for planning purposes. Areas, Contours and Dimensions shown are subject to survey



**Harley Dykstra**  
PLANNING & SURVEY SOLUTIONS



**From:** WALLACE Cherie (DPRAC)  
**Sent:** Wednesday, 17 March 2021 11:02 AM  
**To:** travisd@harleydykstra.com.au  
**Cc:** SHINDE Yogesh (NM/A) <yogesh.shinde@mainroads.wa.gov.au>  
**Subject:** Lot 563 (23247) Great Northern Hwy, Dalwallinu - H005 Great Northern Hwy SLK 233.70 to 234.37 - Request for advice from Harley Dykstra re proposed subdivision layout

Hi Travis

Thanks for your email and patience while we reviewed your proposal and I sought further advice from within the Region.

As discussed on the phone last week, from the diagram that you provided (attached) the turning movements of heavy vehicles onto the site at the northern most point are clear. We believe that heavy vehicles would have difficulty turning into and out of the site within the red proposed access area.

A better option may be to have an access in the same location, but have the access run along the back of the lots with a second access onto the local road, Railway Parade. The businesses could still essentially front Great Northern Hwy but all of the vehicle access, and potentially customer parking, could be at the rear.

If this was an option that you wanted to consider, I would advise you to speak with the Shire of Dalwallinu as Railway Parade is currently partially unconstructed and runs behind your subject site for part of the way.

As we also discussed, we have seen swept paths for the Clinch Road, Railway Parade, Great Northern Highway intersection to the east of the railway line, which provides access into the fuel depot. The swept paths were done by Shawmac and I am unable to provide them to you as they were provided as part of another, unrelated, development. However, should you wish to undertake your own investigation into vehicle movements in this area (and potentially for the top part of your site), you could contact Shawmac for assistance.

The site is located where the speed on Great Northern Hwy changes from 60km/h through to 110km/h just north of the site, there is also an overtaking lane for south bound traffic, as well as the site being on a bend. All of these factors need to be considered in relation to the location of an access and whether or not a turning lane and/or acceleration lane may be required. It is likely that a Transport Impact Statement will be required at some point, but it may be too early in the project to engage a consultant for this right now.

At this stage, while we could support the proposal in general, we would need to see some turning movements and also get an indication of the type and numbers of vehicles expected on a daily basis to give a more robust response.

Please don't hesitate to contact me should you require any of the above advice clarified, or if you would like more information.

Kind regards

**Cherie Wallace**  
Development Planning and Road Access Coordinator  
**Wheatbelt Region**  
p: +61 8 9080 1422 | m: +61 0437 230 661  
w: [www.mainroads.wa.gov.au](http://www.mainroads.wa.gov.au)



METRO  
TRAFFIC



REGIONAL  
TRAFFIC



**From:** Travis Dykstra <[travisd@harleydykstra.com.au](mailto:travisd@harleydykstra.com.au)>  
**Sent:** Thursday, 11 February 2021 11:01 AM  
**To:** WALLACE Cherie (DPRAC) <[Cherie.Wallace@mainroads.wa.gov.au](mailto:Cherie.Wallace@mainroads.wa.gov.au)>  
**Subject:** RE: Main Roads Wheatbelt Region contact

Hi Cherie,

Thank you for the conversation and your initial thoughts regarding a secondary access option are appreciated.

Please see attached rough sketch which show our initial thoughts.

Ideally it would be good to have an entry/exit to the north of the site from the Great Northern Hwy and an Entry/Exit to the south of the lot from the Great Northern Hwy.

As noted in our phone conversation, we would like to understand main roads requirements early on in our preparation of the application. Any assistance and direction regarding access would be much appreciated.

Kind Regards,

**Travis Dykstra**  
**Project Management Consultant**  
T: 08 9495 1947  
Web: [www.harleydykstra.com.au](http://www.harleydykstra.com.au)



**Harley Dykstra**

PLANNING & SURVEY SOLUTIONS

*Sketch follows*



Enquiries: Cherie Wallace  
Our Ref: 01/722-02, D21#425165  
Your Ref: 160723

16 June 2021

The Secretary  
Western Australian Planning Commission

[referrals@dplh.wa.gov.au](mailto:referrals@dplh.wa.gov.au)

Dear Ms Fagan

**APPLICATION NO. 160723 - LOT NO 563 GREAT NORTHERN HIGHWAY DALWALLINU**

In response to your correspondence received on 29 April 2021, Harley Dykstra contacted Main Roads WA to discuss possible accesses onto Great Northern Highway. During this consultation, the layout that has been included in the WAPC application was not identified as an option. Main Roads WA provided advice to Harley Dykstra, advising that a secondary access for the site should go to the local road, Railway Parade. I have attached a copy of the email to this letter for your information and context.

Notwithstanding the above, I can advise that Main Roads WA supports the proposed subdivision, subject to the following conditions and advice notes being imposed:

T20 Suitable arrangements being made with Main Roads WA for the provision of a vehicular crossover at the north-eastern corner to service the lots shown on the approved plan of subdivision.

T21 Pursuant to Section 150 of the Planning and Development Act 2005 and Division 3 of the Planning and Development Regulations 2009 a covenant preventing vehicular access onto Great Northern Highway being lodged on the certificate(s) of title of the proposed lot(s) 1, 2, 3, 4, 5, 6 and 7 at the full expense of the landowner/applicant. The covenant is to prevent access, to the benefit of Main Roads WA, in accordance with the plan dated [INSERT VALUE] (attached) and the covenant is to specify:  
*"No vehicular access is permitted to and from Great Northern Highway."* (Main Roads WA)

Ta5 Main Roads Western Australia advises the landowner/application with regard to Great Northern Highway:

- no earthworks are to encroach onto the road reserve;
- no stormwater drainage is to be discharged onto the road reserve; and
- the landowner/applicant shall make good any damage to the existing verge vegetation within the road reserve.

Please note that the wording for condition T20 has been amended to clarify approval is required from Main Roads WA not the local government authority, as well as make clear the location being supported. The applicant should also be advised that it is likely that a Transport Impact

Main Roads Western Australia

Northam Office: PO Box 333, Northam WA 6401  
Narrogin Office: PO Box 194, Narrogin WA 6312

[mainroads.wa.gov.au](http://mainroads.wa.gov.au)

[wheatbelt@mainroads.wa.gov.au](mailto:wheatbelt@mainroads.wa.gov.au)

Northam: 08 9622 4777 | Narrogin: 08 9881 0566



mainroads  
WESTERN AUSTRALIA

Assessment will be required to accompany the application to upgrade the existing access in this location.

Further, while the vehicular crossover in the north-eastern corner adjacent to proposed Lot 1 is supported, Main Roads WA does not support the proposed second vehicular crossover (located adjacent to proposed Lots 6 & 7) onto Great Northern Highway and any application to Main Roads for the second crossover would be refused. Given that the site is zoned for industrial purposes, the likelihood of slow-moving heavy vehicles turning in and out of the site has the potential for risk to the safety of all road users in a location that will have lower visibility and reaction times due to its proximity to a significant bend in the road.

DCP 5.1 3.3.1 clearly states that significant regional roads attract a high level of scrutiny in relation to traffic flow and road safety and that where possible the creation of new driveways should be minimised. At 3.3.2 it is made clear that where alternative access is, or could be, made available from a side or rear street, no access shall be permitted to the regional road unless special circumstances apply. It is Main Roads' position that special circumstances do not apply and there is a local road available for secondary vehicular access. Main Roads Driveway Policy reiterates the requirements of DCP 5.1.

Should the Commission disagree with, or resolve not to include as part of its conditional approval, any of the above conditions or advice, Main Roads WA requests an opportunity to meet and discuss the application further, prior to a final determination being made.

Should you have any queries in relation to the above, please contact me on (08) 9080 1422 or [cherie.wallace@mainroads.wa.gov.au](mailto:cherie.wallace@mainroads.wa.gov.au).

Yours sincerely

*Cherie Wallace*

Cherie Wallace  
**Development Planning and Road Access Coordinator**  
WHEATBELT REGION

*Attach: Emails and attachment between Main Roads WA and Harley Dykstra*

## 13.2 Temporary Storage Magazines (DA 132021)\*

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Rowe Group <i>obo</i> Hanwha Mining Services Australia Holdings P/L
<b>File Ref</b>	A57
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Doug Burke, Manager Planning & Development Services
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Supporting Documentation

### Purpose of Report

Council is requested to consider an application for approval to allow for the proposed development of a number of 'industrial buildings' on the subject land as submitted by the applicant on 29 April 2021.

The proposed development requires discretionary approval from the Council.

It is recommended that the proposed development be approved subject to given conditions.

### Background

Subject Property: Lot 115 Thomas Road & Lot 117 Mullewa-Wubin Road, Wubin

Land Use Zoning: Rural – with additional uses

Property Owner: Hanwha Mining Services Australia Holdings P/L

Applicant: Rowe group

Consent Authority: Shire of Dalwallinu Council

Proposed Development: Detonator Manufacturing Facility and Storage Magazines

Value of Development: \$75.5K

Outside Consultation: A copy of the application was submitted to WA Main Roads for comment.

The proposal is for placement of two 'temporary storage magazines' for ammonium nitrate produced on site. Hanwha has prior approval (DA 151718) to manufacture ammonium nitrate emulsion for the mining industry. Subsequent approval was given in May 2020 (DA 101920) for the development of:

1. Detonator assembly building.
2. Base Cap Store
3. Detonator test building
4. Assembly building
5. Magazines (x5)
6. Roads, drainage, fencing & hardstand areas



**Industrial buildings are defined under the Planning and Development (Local Planning Schemes) Regulations 2015 as being:**

*'premises used for the manufacture, dismantling, processing, assembly, treating, testing, servicing, maintenance or repairing of goods, products, articles, materials or substances and includes facilities on the premises for any of the following purposes —*

- a) the storage of goods;*
- b) the work of administration or accounting;*
- c) the selling of goods by wholesale or retail;*
- d) the provision of amenities for employees;*
- e) incidental purposes;.*

The subject property is zoned 'Rural' under the *Shire of Dalwallinu Planning Scheme № 2*. General Industry type development is not generally permitted in the Rural land use zone, however, an amendment was made to the planning scheme in 2016 to allow for additional uses on the subject land which allows for the consideration of any proposal that constitutes '*Storage of dangerous goods and associated manufacturing*'.



**Site of Proposed Development**



## Consultation

The proposal was reviewed by WA Main Roads on invitation. They submitted a response on the 15 June 2021. Main Road's response recommended a number of conditions that have been found to be largely irrelevant to the proposal and legally untenable to impose under the *Planning and Development Act 2005*.

## Legislative Implications

### State

#### *Planning and Development Act 2005*

The *Planning and Development Act 2005* directs that any development referred to within the Scheme is not to be commenced or carried out without approval being obtained. Any determination of an application for such development is to be considered under those matters referred to in the *Planning and Development (Local Planning Schemes) Regulation 2015*.

In considering an application for development approval, Council is to have due regard to the following matters to the extent that, in the opinion of Council, those matters that are relevant to the development the subject of the application. In assessing the development application, the matters listed in Section 67 of the *Planning and Development (Local Planning Schemes) Regulation 2015* have been taken into consideration for the preparation of this report and are addressed as follows:

'Matters for Consideration'	Comments
The aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area	<p>The following Schemes are applicable:</p> <p><i>Shire of Dalwallinu Planning Scheme N° 2</i></p> <p>The applicable objective for the Rural land use zone is:</p> <p><i>'To provide for a range of rural pursuits that are compatible with the capability of the land and retain the rural character and amenity of the location.'</i></p>
The requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> or any other proposed planning instrument that the local government is seriously considering adopting or approving.	<p>There are no proposed amendments in progress that would affect a determination.</p> <p>There are no other planning instruments currently being considered.</p>
Any approved State planning policy	Nil identified



Any environmental protection policy approved under the <i>Environmental Protection Act 1986</i> section 31(d)	Nil identified.
Any policy of the Commission	Nil applicable
Any policy of the State	Nil applicable
Any local planning policy for the Scheme area	Nil applicable
Any structure plan, activity centre plan or local development plan that relates to the development	Nil applicable
Any report of the review of the local planning scheme that has been published under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>	Nil applicable
In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve	Not applicable
The built heritage conservation of any place that is of cultural significance;	No items of cultural significance noted
The effect of the proposal on the cultural heritage significance of the area in which the development is located;	Nil impact
The compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the effect of the height, bulk, scale, orientation and appearance of the development	The proposed development is regarded as being ancillary to existing development on the site and suitable in the context of its siting.



<p>The amenity of the locality including the following —</p> <ul style="list-style-type: none"> <li>(i) environmental impacts of the development;</li> <li>(ii) the character of the locality;</li> <li>(iii) social impacts of the development</li> </ul>	<p>Nil issues identified</p>
<p>The likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource</p>	<p>Nil</p>
<p>Whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved</p>	<p>The development will require a small footprint on a pre-existing rural (cropping) property. The surrounding land uses are predominantly rural with cropping being the major use.</p> <p>Native vegetation was cleared from the site many years ago to enable agricultural activities. There is no evidence of significant trees or other vegetation of note that should be retained.</p>
<p>The suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk</p>	<p>The land does not have a history of experiencing these types of events.</p> <p>A bushfire management plan has been submitted with the application supplementary to a 'Flammable Onsite Hazards Risk Management Plan'.</p> <p>An application for a Works Approval was approved by the Department of Water and Environmental Regulation.</p>
<p>The suitability of the land for the development taking into account the possible risk to human health or safety</p>	<p>This issue has been addressed in the bushfire management plan prepared by Bushfire Prone Planning.</p> <p>An application for a Works Approval was approved by the Department of Water and Environmental Regulation.</p>



<p>the adequacy of —</p> <ul style="list-style-type: none"> <li>(i) the proposed means of access to and egress from the site; and</li> <li>(ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles</li> </ul>	<p>Frontage to a sealed road (Mullewa-Wubin Road) and an unsealed road (Thomas Road).</p> <p>The parking and unloading issues have already been addressed within the scope of the existing development.</p>
<p>The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety</p>	<p>Employee vehicles and those commercial vehicles required to deliver raw material and retrieve and transport any finished product.</p>
<p>The availability and adequacy for the development of the following —</p> <ul style="list-style-type: none"> <li>(i) public transport services;</li> <li>(ii) public utility services;</li> <li>(iii) storage, management and collection of waste;</li> <li>(iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);</li> <li>(v) access by older people and people with disability</li> </ul>	<p>No public transport services available.</p> <p>Electricity and potable water are available.</p> <p>Solid waste can be adequately stored and removed from site.</p> <p>A wastewater treatment system has been development onsite to service the previously approved development. Given that there is no proposal to increase wastewater generation, no requirement for an expansion of the existing facility is deemed necessary.</p> <p>The development is not a public access facility and as such the provision of equitable access for pedestrians, cyclists and older people or those with a disability is not envisioned nor set as a requirement.</p>
<p>The potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses</p>	<p>Nil impact anticipated.</p>
<p>The history of the site where the development is to be located</p>	<p>Prior use was as a private property previously cleared of native vegetation to allow for cereal cropping.</p>



The impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals	Nil identified
Any submissions received on the application	Nil
The comments or submissions received from any authority consulted under clause 66	One submission was received from WA Main Roads.
Any other planning consideration the Council considers appropriate	Nil

**Policy Implications**

Nil

**Financial Implications**

Nil

**Strategic Implications**

Nil

**Site Inspection**

A site inspection was undertaken.

**Triple Bottom Line Assessment**

*Economic implications*

There are no known significant economic implications associated with this proposal.

*Social implications*

There are no known significant social implications associated with this proposal.

*Environmental implications*

There are no known significant environmental implications associated with this proposal.

**Officer Comment**

An assessment and recommendation has been prepared (the subject of this report) taking into account all relevant provisions of the Act and associated regulations.

A site inspection was conducted and consideration has been given to the potential impacts upon all lands adjoining or located nearby.

It has been noted that there is 'insufficient separation distances' noted in the *Separation Distances Report* (23 March 2021) between the Ammonium Nitrate storage dome and the site of the proposed



temporary storage magazines (refer to Part 4.1 (4) and Part 5.1 of the Report). This is regarded solely as a licencing issue that needs to be resolved by Hanwha and the Department of Mines, Industry Regulation and Safety.

Council may determine an application for development approval by —

- a) granting development approval without conditions; or
- b) granting development approval with conditions; or
- c) refusing to grant development approval.

It is recommended that the proposed development be approved subject to given conditions.

#### **Officer Recommendation/Resolution**

##### **MOTION 9733**

Moved Cr NW Mills  
Seconded Cr KL Carter

That Council approve the development application (DA 132021) for Lot 115 Thomas Road and Lot 117 Mullewa-Wubin Road, Wubin pursuant to Section 68(2) of the *Planning and Development (Local Planning Schemes) Regulation 2015* subject to the following conditions:

1. The development (temporary storage magazines) is to be carried out in accordance with the documents endorsed with the Shire's stamp, except where amended by other conditions of this consent. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency;
2. Without further approval from Shire of Dalwallinu Council, in writing, this approval will lapse and have no force or effect after two years of the date of this permit.

**CARRIED 7/0**





Job Ref: 9125  
6 April 2021



Shire of Dalwallinu  
58 Johnston Street  
DALWALLINU WA 6609

**Attention: Mr Doug Burke – Manager Planning & Development**

Dear Mr Burke

**Development Application – Two (2) Storage Magazines**

**Lots 115 & 117 (No. 29) Thomas Road, Wubin**

Level 3  
369 Newcastle Street  
Northbridge 6003  
Western Australia  
p: 08 9221 1991  
f: 08 9221 1919  
info@rowegroup.com.au  
rowegroup.com.au

Rowe Group acts on behalf of our Client, Hanwha Mining Services Australia Pty Ltd, the owners of Lots 115 and 117 (No. 29) Thomas Road, Wubin ('the subject site'), located at the corner of Mullewa-Wubin Road and Thomas Road. Our Client is seeking to construct two (2) relocatable storage magazines to service the existing approved Detonator Manufacturing Facility and associated Storage Magazines (Shire Ref: DA101920) on the subject site.

The relocatable storage magazines are proposed to be located on Lot 117, providing a setback of 387.2m to Thomas Road, and 725m to Mullewa-Wubin Road. It is proposed that the magazines be used to facilitate the storage of Class 1.1B detonators (up to 30kg) and Class 1.1D boosters (up to 7,500kg) after manufacturing.

To assist in the processing of this application, please find enclosed the following:

- Completed and signed Application for Development Approval forms;
- A copy of the current Certificates of Title;
- A copy of the existing facility Development Approval (Shire Ref: DA101920);
- Site Plans identifying the location of the proposed relocatable storage magazines on site; and
- A Separation Distances Report (Blast modelling).

Further background and justification in support of this application is provided below for your consideration.

## Location and Site Description

Lots 115 and 117 (No. 29) Thomas Road, Wubin are located in the municipality of the Shire of Dalwallinu, approximately 235 kilometres north east of Perth.

The subject site is located approximately 1.4 kilometres north of the existing Wubin townsite and is bound by Mullewa-Wubin Road and Thomas Road. All of the aforementioned roads are sealed, gazetted roads.

The subject site comprises two (2) land parcels, being:

- Lot 115 on Deposited Plan 148784, Certificate of Title Volume 17 Folio 220A; and
- Lot 117 on Deposited Plan 150270, Certificate of Title Volume 19 Folio 75A.

The subject site comprises a total land area of 144.26 hectares, with frontages of 816 metres to Thomas Road and 1,612 metres to Mullewa-Wubin Road.

**Refer Attachment One – Certificates of Title and Attachment Two – Development Approval DA101920.**

## Description of Proposal

This Application seeks approval for two (2) relocatable storage magazines to be installed at the subject site, in accordance with the enclosed Development Plans. The storage magazines will be purpose-built, constructed to the required standard set out in Australian Standard 2187.0 – 1998 – Explosives Storage, Transport and Use ('AS 2187 – 1998) and certified by the Department of Mining, Industry Regulation and Safety ('DMIRS') prior to any storage. This comprises modular steel design and is required to be protected by security fencing (the extent of which is shown around the perimeter on the Development Plans). Each of the two (2) relocatable magazines has an area of 14.4m<sup>2</sup> (2.4m x 6m).

The proposed magazines are located within Lot 117, adjacent its northern boundary. This location provides a setback of 387.2m to Thomas Road and 725m to Mullewa-Wubin Road. The two magazines have an 18m separation distance between them, consistent with the requirements of AS2187-1998.

**Refer Attachment Three – Development Plans.**

Despite the size of the magazines, the storage capacity of the magazines is limited by the type of product stored and separation distance to various boundaries. Accordingly, this application seeks the approval of the Shire of Dalwallinu for the storage of detonators and boosters. In summary, the following is proposed to be stored:

- Up to 30kg (or 30,000) Class 1.1B detonators; and
- Up to 7,500kg of Class 1.1D boosters.

The Applicant has prepared a Separation Distances Report, detailing the blast modelling for the proposal against the relevant separation distances set out in the various legislative documents. In conclusion, the report provides that the proposal is acceptable and the risk to the public is negligible. In any case, the explosives production,

transfer and storage processes are heavily regulated and audited by the Department of Mining, Industry Regulation and Safety; each process requiring separate licensing and regular reporting.

**Refer Attachment Four – Separation Distances.**

## Town Planning Considerations

### SHIRE OF DALWALLINU LOCAL PLANNING SCHEME NO. 2

The *Shire of Dalwallinu Local Planning Scheme No. 2* ('LPS 2') guides land use and development within the Shire of Dalwallinu. Under the provisions of LPS 2, the subject site is zoned 'Rural'. The objectives of the 'Rural' Zone are set out in Clause 4.2.7 of LPS 2, are as follows:

- 4.2.7.1 *To provide for a range of rural pursuits that are compatible with the capability of the land and retain the rural character and amenity of the locality.*
- 4.2.7.2 *To protect land from urban uses that may jeopardise the future use of that land for other planned purposes that are compatible with the zoning.*
- 4.2.7.3 *To support sustainable farming practices and the retention of remnant vegetation.*
- 4.2.7.4 *To prevent any development that may affect the viability of a holding.*
- 4.2.7.5 *To encourage small scale, low impact tourist accommodation in rural locations.*
- 4.2.7.6 *To encourage a diversification of rural activities that will reduce the dependency of the rural sector on traditional crops.*
- 4.2.7.7 *To support the creation of homestead lots in accordance with adopted Local Planning Policy.*
- 4.2.7.8 *To support mining activities where an environmental management plan has been prepared and is acceptable to the Council and EPA.*
- 4.2.7.9 *To preclude the disposal of used tyres or any other material that may be detrimental to the quality of the land.*

The proposed storage magazines do not compromise the objectives of the 'Rural' zone or impact the viability of other rural land uses within the proximity of the subject site. As such, the proposal is capable of approval under the provisions of LPS 2.

The subject site is also identified included within 'Schedule 2 - Additional Use' of LPS 2, which provides for specific provisions for land uses identified. In this regard, Schedule 2 of LPS 2 sets out a series of conditions pertaining to 'Additional Use 1' regarding the use of the site for the 'Storage of Dangerous Goods and Associated Manufacturing' on the subject land. An assessment of the proposed development against the Additional Use provisions is provided in the table overleaf.

PROVISIONS	COMMENT
1. <i>The use is not permitted unless the local government has exercised its discretion by granting development approval under Part 8 of the deemed provisions.</i>	The proposed use is permitted as an Additional Use in accordance with Amendment 2 to LPS 2. This Application seeks approval of the Shire for the proposed use, in accordance with Provision 1 of Schedule 2 of LPS 2.
2. <i>Development shall generally be in accordance with the development approval granted by the local government.</i>	The proposed development is consistent with the requirements set out in Schedule 2 of LPS 2 and provides supporting blast modelling reporting.
3. <i>Minor variations may be permitted to the development approval by the local government after following the procedures in Clause 77 of the deemed provisions.</i>	No variations are requested to the existing approval. This application seeks approval for additional development for the proposed two (2) storage magazines.
4. <i>All buildings and activities to comply with relevant Commonwealth, State and Local Government by-laws and regulations.</i>	All proposed buildings and activities comply with the relevant legislation as demonstrated in the supporting documents included as part of this application.
5. <i>Access and egress to the Mullewa- Wubin Road are to be at a location and at a standard of construction to the satisfaction of Main Roads WA and the local government.</i>	Access to the site from Mullewa-Wubin Road is in accordance with the previously approved access location. No additional access / egress points to Mullewa-Wubin Road are proposed as part of this Application.
6. <i>All stormwater drainage shall be accommodated on site and no direct discharge onto surrounding properties or road reserves.</i>	All stormwater drainage will be retained on site, refer to the Environmental Management Plan prepared by Coterra Environment to support the existing approved facility.
7. <i>The implementation of appropriate fire control and emergency evacuation and management measures as determined by the local government in consultation with relevant State authorities.</i>	A Bushfire Management Plan ('BMP') and Risk Management Plan ('RMP') were prepared to support the original Development Application. We are advised by the Shire that updated bushfire documentation is not required.
8. <i>Effluent disposal shall be undertaken to the satisfaction of the local government and the relevant State Government authority.</i>	Effluent disposal is to be undertaken to the satisfaction of the Shire of Dalwallinu and the relevant State Government authority, refer Part 4.24 of the Environmental Management Plan prepared by Coterra Environment to support the existing approval.
9. <i>The development, operation and management of the ammonium nitrate emulsion facility shall be undertaken in accordance with an Environmental Management Plan approved by the local government.</i>	An Environmental Management Plan was prepared by Coterra Environment to support the existing approved facility.
10. <i>The plant must comply with the requirements of Dangerous Goods Safety Act 2004, the national code prepared by the Australian Explosives Industry Safety Group (AEISG) for the storage and handling of UN3375 ammonium nitrate emulsion) and the Department of Mines and Petroleum (DMP) code of practice on the safe storage of ammonium nitrate.</i>	The proposed development is consistent with the requirements of the Dangerous Goods Safety Act 2004, Regulations and Codes of Practice pertaining to the storage of Class 1 Explosives. All relevant licences and permits will be obtained from the Department of Mines, Industry Regulation and Safety ('DMIRS') prior to operation of the proposed facility.
11. <i>A Dangerous Goods Storage License and a Security Restricted Substance License must be obtained from the DMP prior to the commissioning and operation of the plant.</i>	All relevant licences will be obtained from the DMIRS prior to operation of the proposed development.

## LAND USE PERMISSIBILITY

The proposed storage magazines fall within the use class definition of "Storage of Dangerous Goods and associated manufacturing", which is defined in the *Dangerous Goods Safety Act 2004* as:

*"Means any substance that is -*

- Prescribed by the regulations to dangerous goods; or*
- Determined by the Chief Officer under the regulations to be dangerous goods"*

In accordance with Schedule 2 of LPS 2, Additional Use 1 (A1) allows for the 'Storage of Dangerous Goods and associated Manufacturing' at the subject site. As such, the proposed development is capable of approval under the provisions of LPS 2.

## DANGEROUS GOODS SAFETY ACT 2004

The proposed storage magazines must comply with the *Dangerous Goods Safety Act 2004* and associated Regulations and Australian Standards. The *Dangerous Goods Safety Act 2004* (the 'Act') relates to the safe storage, handing and transport of dangerous goods and for related purposes, and defines 'dangerous goods' as:

**Dangerous Goods** *Means any substance or article that is -*

- Prescribed by the regulations to be dangerous goods; or*
- Determined by the Chief Officer under the regulations to be dangerous goods.*

It is noted that the existing approved (storage of ANE and Class 1 Explosives) and the proposed uses (additional storage magazines) are defined as 'Dangerous Goods' under the Act and are therefore consistent with the approved Additional Use contained in Schedule 2 of LPS 2.

A license to store explosive goods is required to be granted by DMIRS prior to occupancy of the storage magazines, in accordance with the relevant provisions of the *Dangerous Goods Safety Act 2004*, and the associated Regulations.

## Summary

This Application seeks approval for two (2) relocatable storage magazines at the subject site. The proposal is compliant with the provisions of the Additional Use of 'Storage of Dangerous Goods and Associated Manufacturing' contained within Schedule 2 of LPS 2.

The proposed two (2) relocatable storage magazines at the existing approved facility will comply with the applicable Codes of Practice and Regulations supported by the Act and relevant licencing will be obtained from the Department of Mines, Industrial Relations and Safety.



We trust the above is sufficient for this Development Application to be progressed and determined favourably by the Shire of Dalwallinu. Should you require any further information or clarification in relation to this matter, please contact the undersigned or Ms Madison McKenzie on 9221 1991.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Reyne Dial'.

**Reyne Dial**  
Rowe Group



WESTERN

AUSTRALIA



REGISTER NUMBER

117/DP150270

DUPLICATE  
EDITION  
2DATE DUPLICATE ISSUED  
7/9/2016VOLUME  
19FOLIO  
75A

## RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BG Roberts*  
REGISTRAR OF TITLES



### LAND DESCRIPTION:

LOT 117 ON DEPOSITED PLAN 150270

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

HMS AUSTRALIA PROPERTY HOLDINGS PTY LTD OF LEVEL 2 179 ST GEORGES TERRACE PERTH  
(T N428071 ) REGISTERED 6/9/2016

### LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

### STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 19-75A (117/DP150270)

PREVIOUS TITLE: 1170-858

PROPERTY STREET ADDRESS: 29 THOMAS RD, WUBIN.

LOCAL GOVERNMENT AUTHORITY: SHIRE OF DALWALLINU

NOTE 1: A000001A LAND PARCEL IDENTIFIER OF NUGADONG AGRICULTURAL AREA LOT 117 (OR THE PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 117 ON DEPOSITED PLAN 150270 ON 13-JUN-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.

NOTE 2: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE OF TITLE OR ON THE CURRENT EDITION OF DUPLICATE CERTIFICATE OF TITLE.

WESTERN

AUSTRALIA



REGISTER NUMBER

115/DP148784

DUPLICATE  
EDITION

2

DATE DUPLICATE ISSUED

7/9/2016

VOLUME  
17FOLIO  
220A

## RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BG Roberts*  
REGISTRAR OF TITLES



### LAND DESCRIPTION:

LOT 115 ON DEPOSITED PLAN 148784

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

HMS AUSTRALIA PROPERTY HOLDINGS PTY LTD OF LEVEL 2 179 ST GEORGES TERRACE PERTH  
(T N428071 ) REGISTERED 6/9/2016

### LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

- THE LAND THE SUBJECT OF THIS CERTIFICATE OF TITLE EXCLUDES ALL PORTIONS OF THE LOT DESCRIBED ABOVE EXCEPT THAT PORTION SHOWN IN THE SKETCH OF THE SUPERSEDED PAPER VERSION OF THIS TITLE.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

### STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 17-220A (115/DP148784)

PREVIOUS TITLE: 1229-437

PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.

LOCAL GOVERNMENT AUTHORITY: SHIRE OF DALWALLINU

NOTE 1: A000001A LAND PARCEL IDENTIFIER OF NUGADONG AGRICULTURAL AREA LOT 115 (OR THE PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 115 ON DEPOSITED PLAN 148784 ON 13-JUN-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.

NOTE 2: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE OF TITLE OR ON THE CURRENT EDITION OF DUPLICATE CERTIFICATE OF TITLE.



## Attachment Two

Development Approval DA101920



Our Ref:

Ella Compton  
Rowe Group  
3/369 Newcastle Street  
Northbridge WA 6003

Dear Ms Compton

RE DETERMINATION OF APPLICATION FOR PLANNING APPROVAL  
LOTS 115 & 117 THOMAS ROAD, WUBIN

We wish to advise you that your application has been assessed in consideration of those matters cited as mandatory criteria under Part 9 of the *Planning and Development (Local Planning Schemes) Regulation 2015*.

The development application has been approved subject to given conditions. Both the certificate of approval and supporting documentation are enclosed with this letter.

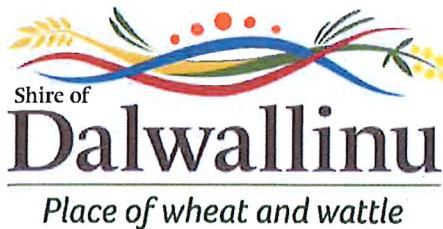
If you have any questions in regard to this matter, please do not hesitate to contact the undersigned during business hours.

Yours faithfully,

Doug Burke  
Manager Planning & Development Services

28 May 2020





## DETERMINATION OF APPLICATION FOR PLANNING APPROVAL

PLANNING AND DEVELOPMENT ACT 2005  
&  
DALWALLINU PLANNING SCHEME NO. 2

# DA 101920

**Application Dated:** 4 March 2020

**Approval Date:** 26 May 2020

**Applicant:** Rowe Group *obo* Hanwha Mining Services Australia P/L

**Details of Land:** Lots 115 & 117 Thomas Road, Wubin

**Proposed Development:** Detonator manufacturing facility and associated storage magazines

### Conditions of Approval:

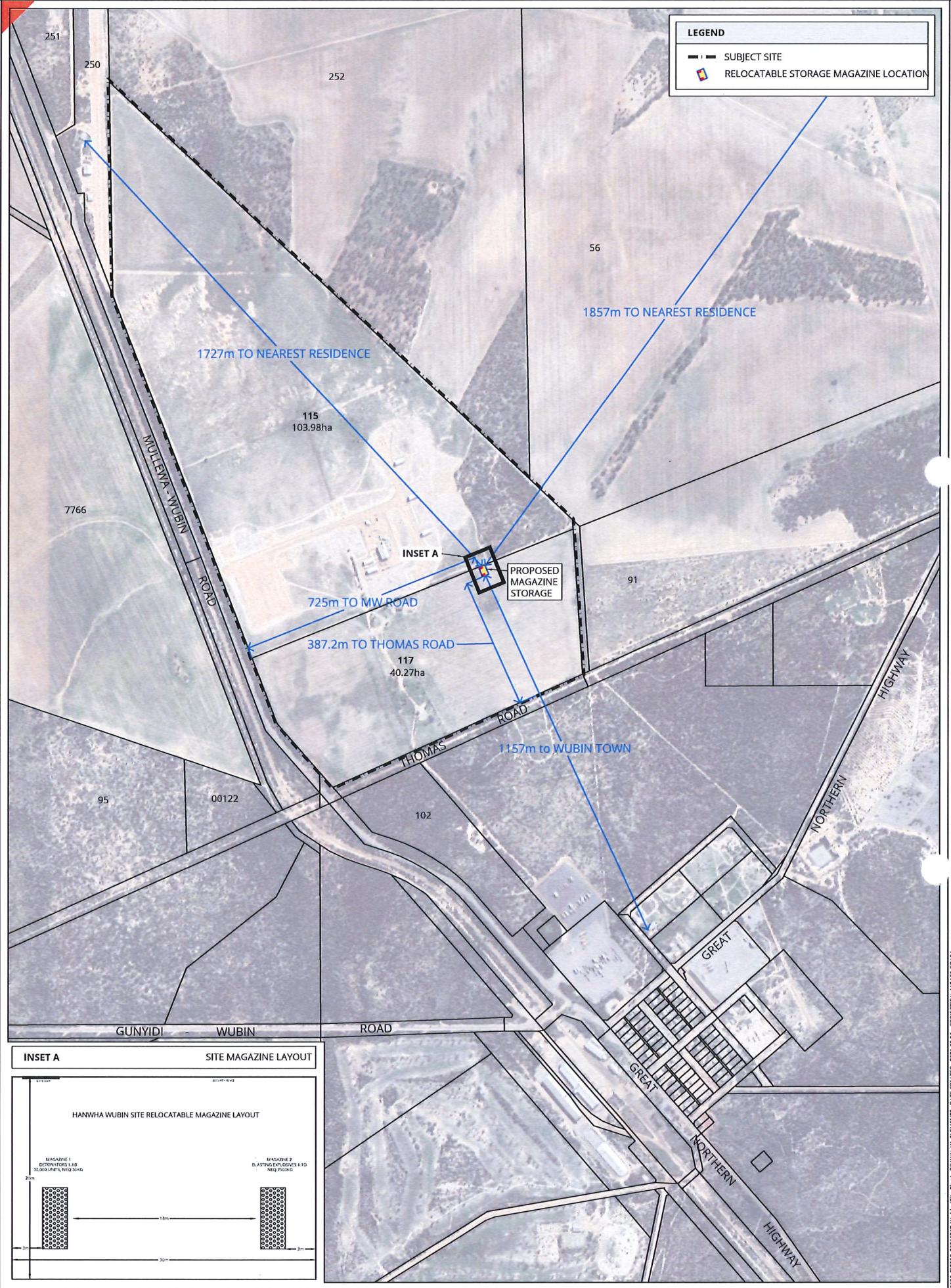
- 1) The development (proposed detonator manufacturing facility and associated storage magazines) is to be carried in accordance with the documents endorsed with the Shire's stamp, except where amended by other conditions of this consent. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency;
- 2) Without further approval from Shire of Dalwallinu Council, in writing, this approval will lapse and have no force or effect unless the use or development permitted is substantially commenced within two years of the date of this permit;

Doug Burke  
Manager Planning & Development Services



## Attachment Three

### Proposed Development Plans



## **SITE PLAN - 2 RELOCATABLE STORAGE MAGAZINES**

LOTS 115 AND 117 THOMAS ROAD  
WUBIN

175

A compass rose icon with the word "NORTH" written vertically in the center.

0 250  
SCALE @ A3: 1:10,000  
**9125-FIG-05-B**



ROWE  
GROUP

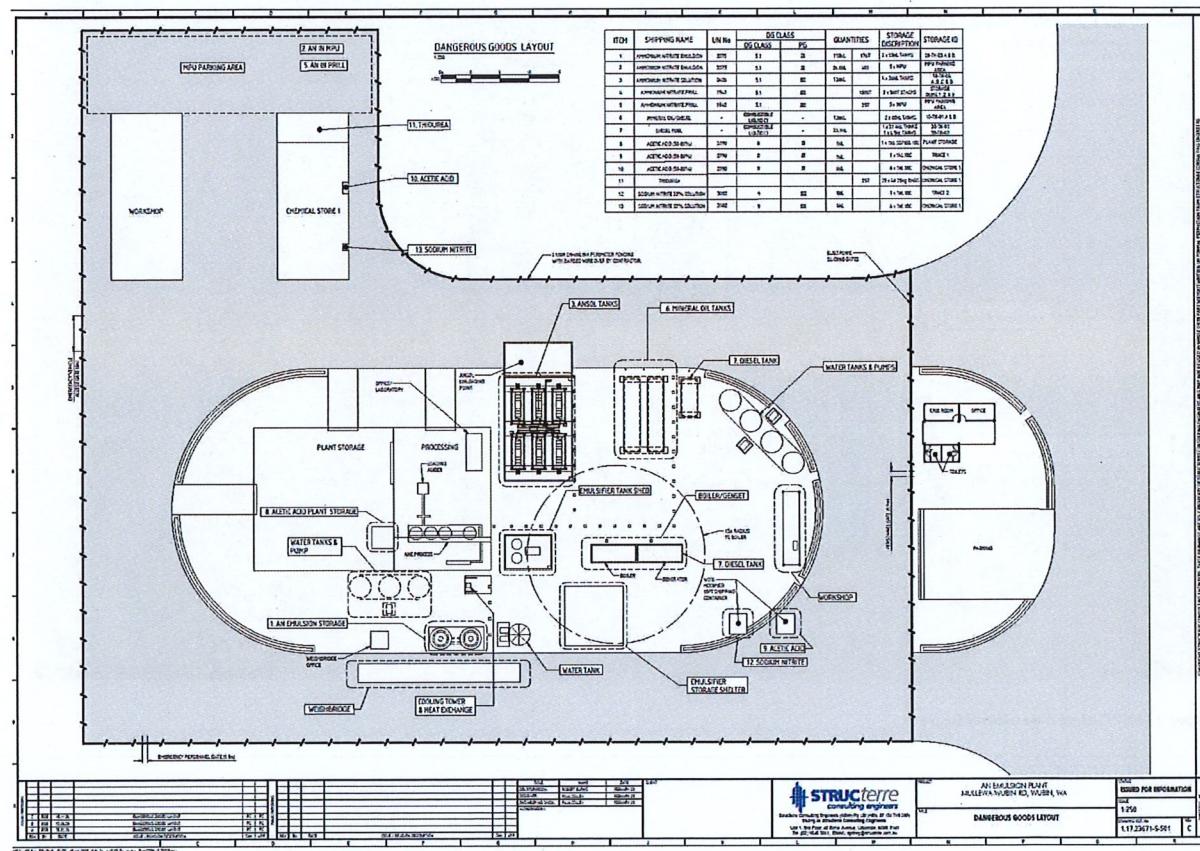




Figure 1 MPU Parking Area General Layout



Figure 2 Protected Works A distances MPU Parking Area

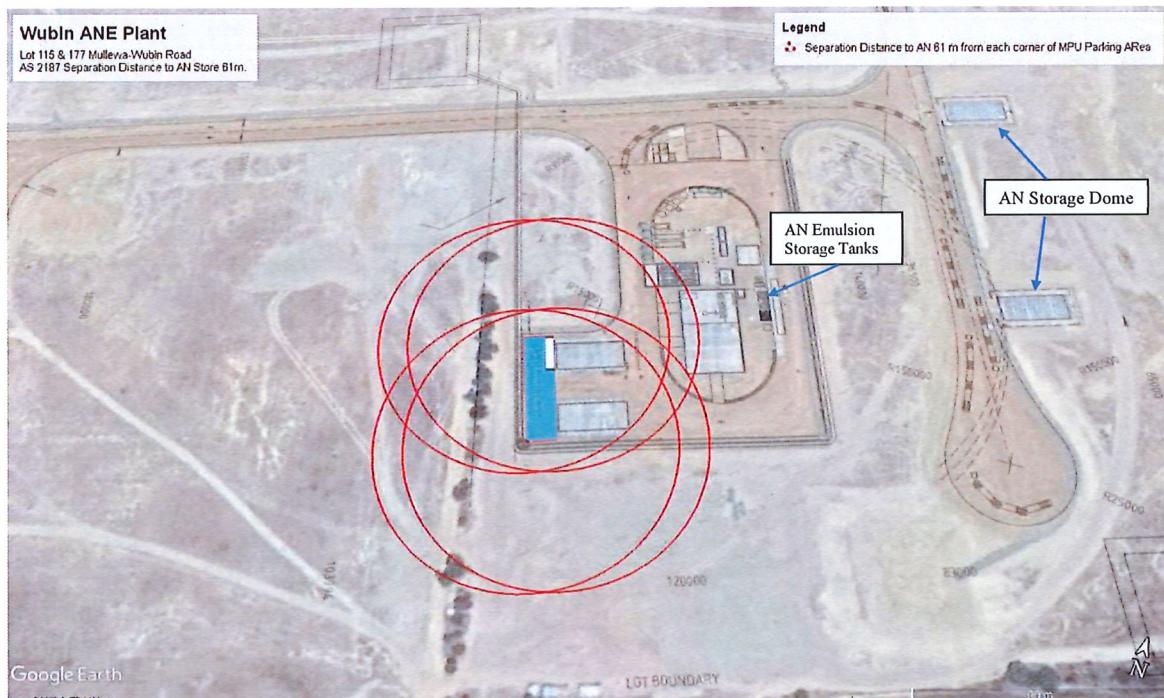




Figure 4 Separation Distance AN Emulsion Tanks to MPU Parking Area 93m

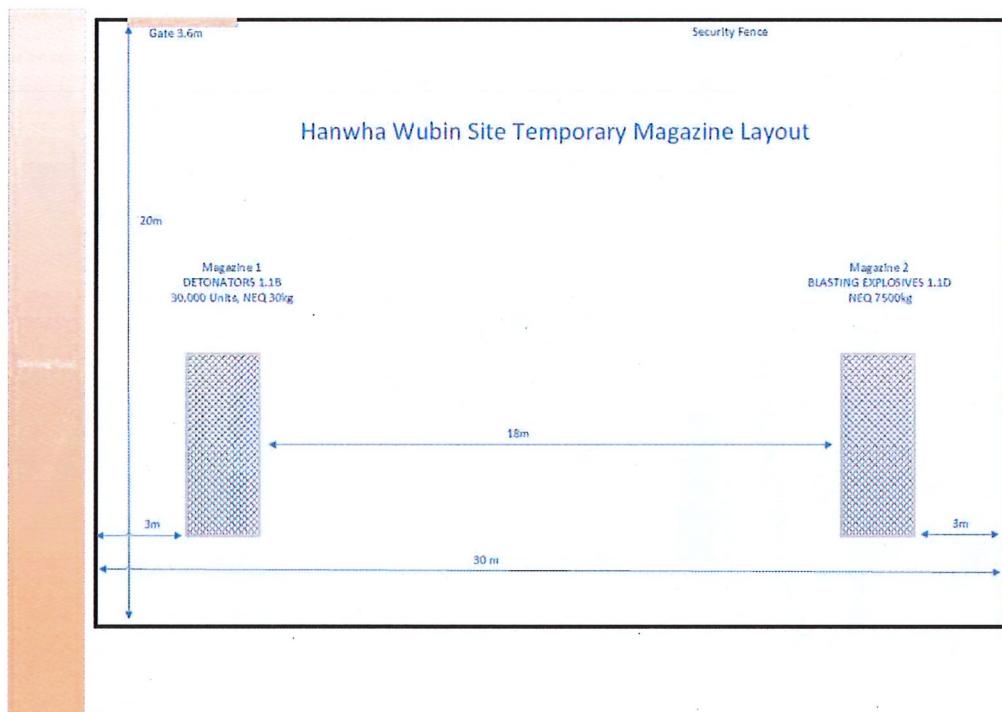


Figure 5 Temporary Magazine Layout



Figure 6 Site Layout showing Magazine Compound



Figure 7 Magazine Compound PWA

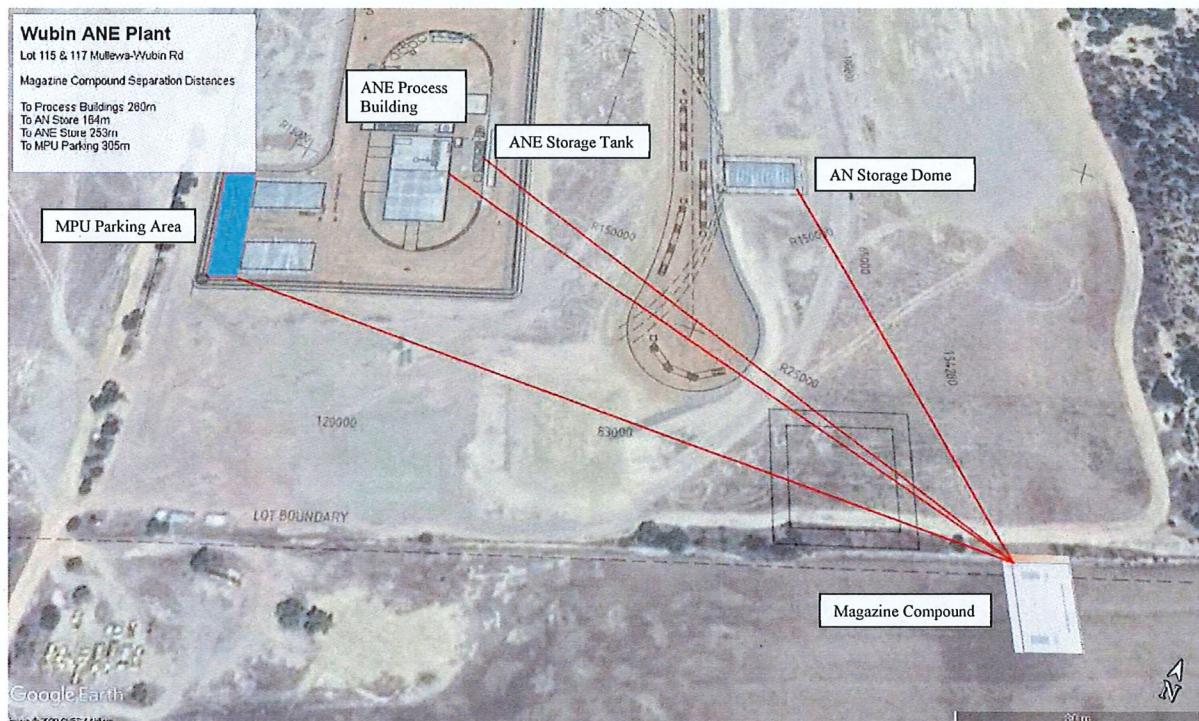


Figure 8 Magazine Compound Separation Distances

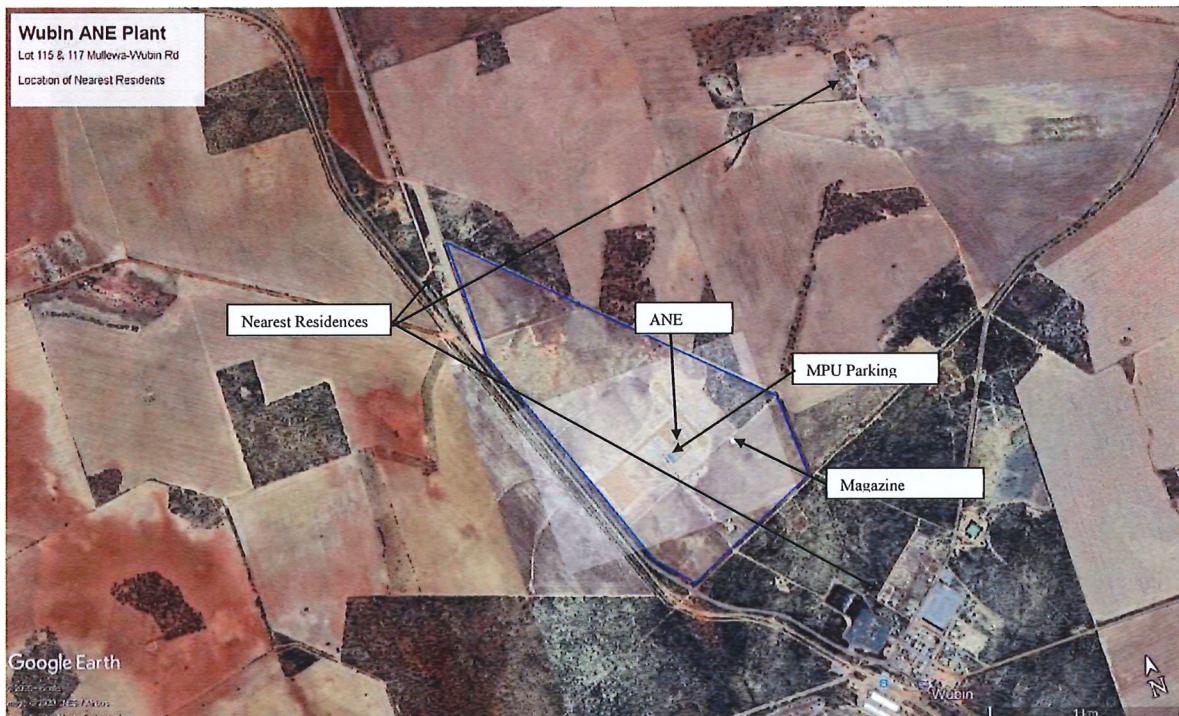


Figure 9 Overview of Site Layout showing nearest residences



## Attachment Four

### Separation Distances Report



**WUBIN AN EMULSION PLANT**  
**LOT 115 & 117 MULLEWA-WUBIN ROAD, WUBIN**

**Explosive Magazines – Separation Distances**  
**Revision A**

APPROVAL AND REVISION RECORD					
Issue No.	Date	Prepared	Reviewed	Approved	Revision Notes
0	23 Mar 2021	Daniela Tutman	Graham Morgan	Jin Jong An	Issued for review and approval

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## Abbreviations and Definitions

Term	Description
ADG	ADG Code means the Australian Code for the Transport of Dangerous Goods by Road and Rail published by the National Transport Commission, Edition 7.4 as in effect on 1 January 2016, including) its appendices;
AIESG	Australian Explosives Industry and Safety Group Inc
ALARP	As low as reasonable acceptable
AN	Ammonium Nitrate, UN 1942 oxidizing agent, Class 5.1, PG III, HAZCHEM 1Y
AN CoP	Safe storage of solid ammonium nitrate, third edition, Government of Western Australia, Department of Mines and Petroleum, Resources Safety
ANE	Ammonium Nitrate Emulsion UN 3375, DG Class 5.1 Oxidizing agent.
ANE Associated works	Offices, workshops, stores, ablutions and the like directly associated with the operation of the ANE premises.
ANSOL	Ammonium Nitrate Solution or liquid, hot concentrated UN 2426 oxidizing agent Class 5.1, PG III, HAZCHEM 1Y
AS	Australian Standard
AS 2187	Explosives –Storage, transport and use
AS 4326	Australian Standard for Storage and handling of oxidizing agents
Credible evacuation	That is likely within 45 minutes, there is no person in a building, inside protected works, Class B distance and there is no person in the open, inside protected works, Class A distance. The target evacuation is 30 minutes and 45 minutes is worst case scenario.
DG	Dangerous Goods
DGO	Dangerous Goods Officer
DGS	Dangerous Goods Storage
DGSHNER	Dangerous Goods Safety (Storage and Handling of Non-Explosives Regulations 2007
DGSSANR	Dangerous Goods Safety (Security Sensitive Ammonium Nitrate) Regulations 2007
div.	Division
DMIRS	The Regulatory Authority in WA, Department of Mines, Industry Regulations and Safety
Dwg	Drawing
ERP	Emergency Response Plan
HMSA	Hanwha Mining Services
ISO	International Standard Organisation
JHA	Job Hazard Analysis
kg	kilograms
kL	kilo Litres
L	Litres
m	meters
MAWP	Maximum Allowable Working Pressure
N/A	Not Applicable

Term	Description
NEQ	Net explosive quantity, mass of explosive material contained in an explosive.
NZS	New Zealand Standard
PES	Potential Explosion Site
PG	Packaging Group is the grading of danger within a class or division according to the relative hazard presented by the material. It is represented by the roman numerals, where 'I'= great danger, 'II'= medium danger, 'III'= minor danger
Proper shipping name	The name assigned to the DG in the ADG Code
Protected Place Class A	Public street, road or thoroughfare, railway, navigable waterway, dock, wharf, pier or jetty, marketplace, public recreation and sports ground or other open place where the public is accustomed to assemble, open place of work in another occupancy, river-wall, seawall, reservoir, water main (above ground), radio or television transmitter, main electrical substation, private road which is the principal means of access to a church, chapel, college, school, hospital or factory.
Protected Place Class B	Dwelling house, public building, church, chapel, college, school, hospital, theatre, cinema or other building or structure where the public is accustomed to assemble, shop, factory, warehouse, store, building in which any person is employed in any trade or business, depot for the keeping of flammable or dangerous goods, major dam.
Protected Places	<p>(a) A dwelling, place of worship, public building, school or college, hospital, theatre, or any building or open area in which persons are accustomed to assemble, whether within or outside the property boundary of the installation.</p> <p>(b) A factory, workshop, office, store, warehouse, shop, or building where persons are employed.</p> <p>(c) An accumulation of flammable or combustible materials of a type and quantity sufficient to constitute a significant heat-radiation hazard in the event of fire in those materials.</p> <p>(e) Any storage facility for dangerous goods, other than minor storage, outside the property boundary of the installation.</p> <p>(f) An environmentally sensitive area.</p>
Risk assessment for a dangerous goods site	<p>a document that, in relation to the site as it exists or will exist, at the relevant time:</p> <ul style="list-style-type: none"> <li>• identifies all hazards relating to dangerous goods at the site;</li> <li>• for each hazard, assesses – the probability of the hazard causing a dangerous goods incident; and – the nature of the harm to people, property and the environment that would result from the occurrence of that incident;</li> <li>• for each hazard, identifies the risk control measures;</li> <li>• in relation to each judgment required above, explains the methods used to make the judgment and the reasons for the judgment; and</li> <li>• has been prepared in a form acceptable to the Chief Officer.</li> </ul>
SDS	Safety Datasheet
Secure	in relation to an SSAN, means secure from sabotage, theft, unexplained loss, and access by any person who, under the DGSSANR, is not authorised to possess the SSAN
Secure Nominee	of a licence holder, means an individual who, under DGSSANR (R. 9'''0, is authorised by the holder to have unsupervised access to an SSAN in the holder's possession; name in the register of secure nominee (employee or contractors), formalised arrangement, unsupervised access, meets criteria (DGSC, trained for the task, knows EMP)

Term	Description
SSAN	Security Sensitive Ammonium Nitrate, means a substance named in DGSSANR Schedule 2; Any substance that contains more than 45% ammonium nitrate is a security sensitive ammonium nitrate unless — it is an explosive; or (b) it is an aqueous solution, being a homogenous mixture of 2 or more components in a single phase.
SSMS	Safety and Security Management System
TNT	Tri-Nitro Toluene
UN	United Nations
UN number	(in relation to dangerous goods) – the identification number shown in the Australian Dangerous Goods Code for Transport by Road and Rail in relation to those goods.
Unsupervised access	access to explosives or SSAN in circumstances where no other person who is authorised under a licence to store or handle explosives or SSAN is present and includes: <ul style="list-style-type: none"><li>• access to the secure store</li><li>• access to the keys to the secure store</li><li>• access to explosives or SSAN while it is being transported</li></ul>
Vulnerable facility	A category of facility that includes, but is not restricted to, the following: <ul style="list-style-type: none"><li>(a) Multistorey buildings, e.g. above 4 storeys.</li><li>(b) Large glass fronted buildings of high population.</li><li>(c) Health care facilities, childcare facilities, schools.</li><li>(d) Public buildings or structures of major historical value.</li><li>(e) Major traffic terminals, e.g. railway stations, airports.</li><li>(f) Major public utilities, e.g. gas, water, electricity works.</li></ul>
WA	Western Australia

## 1. Introduction

Hanwha Mining Services Australia (HMSA) supplies explosive products and services into the Australian Mining Industry. HMS built a new Ammonium Nitrate Emulsion (ANE) Plant to manufacture Ammonium Nitrate based explosive precursors and emulsion phase at Lot 115 and 117 Mullewa-Wubin Road, Wubin, 6612, approximately 1,400 m North, North-West of Wubin and 235 km North-East of Perth, within the Shire of Dalwallinu. The facility is built as a greenfield site.

### 1.1 Regulatory Framework

The following regulations and supporting code of practices apply for this facility:

- Dangerous Goods Safety Act 2004
- Dangerous Goods Safety (Storage and handling of Non-explosives) Regulations 2007 (the DGSHNE Regulations)
- Dangerous Goods Safety (Security Sensitive Ammonium Nitrate) Regulations 2007 (the SSAN Regulations)
- AEISG Code of Practice Storage and handling of UN3375, UN 3375, Ed. 4, May 2017
- Safe storage of solid ammonium nitrate, third edition, Government of Western Australia, Department of Mines and Petroleum, Resources Safety (AN CoP)
- AS2187.0-1998 Explosives Storage, Transport and Use Part 0 Terminology
- AS2187.1-1998 Explosives Storage, Transport and Use Part 1 Storage
- AS2187.2-2006 Explosives Storage, Transport and Use Part 2 Use
- Australian Code for the Transport of explosives by road and rail
- Australian Standard AS 4326 The storage and handling of oxidizing agents
- Australian Standard AS 1940 The storage and handling of flammable and combustible liquids
- Australian Standard AS 4145 Locksets and hardware for doors and windows

### 1.2 Objective

The primary objective of this compliance review is to identify the regulatory and compliance requirements with regards to the proposed explosives and DG storage and handling systems and to demonstrate that the facility can be operated in accordance with Division 1 of the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007, as well as in accordance with the Dangerous Goods Safety (SSAN) & Explosives Regulations 2007 and in any event with minimal risk to people, property and the environment.

### 1.3 Scope

The scope of this report is the Hanwha ANE Plant, Wubin, Western Australia.

## 2. Description of Facility

### 2.1 Existing Plant

The main Potential Explosive source (PES) of the Wubin site is AN Emulsion (ANE).

ANE inventory is present in the following equipment:

- 20-TK-03A & 20-TK-03B =  $2 \times 55,000 \text{ L} = 110,000 \text{ L} = 165,000 \text{ kg}$
- 20-TK-02A & 20-TK-02B =  $2 \times 6,200 \text{ L} = 12,400 \text{ L} = 18,600 \text{ kg}$
- TOTAL ANE in process pipework, including heat exchanger in manufacturing 0.872 kL = 1,308 kg

Note, assumed ANE SG=1.5.

Total ANE mass inventory = 165,000 kg + 18,600 kg + 1,308 kg = 184,908 kg = 185 t ANE

There are 3 AN Prill Storage Domes each holding a maximum of 500t in bulk bags.

Total AN mass inventory =  $3 \times 500\text{t} = 1500\text{t}$

### 2.2 MPU Parking Area

This Storage location is within the main AN Emulsion Plant security compound and is located in the area behind two general storage domes and will contain AN prill and AN emulsion stored in MPUs and trailers.

Access will be via a manual gate locate in the North facing panel of the plant Security Fence.

An area 4 meters wide behind the first (Northern) Storage Dome will be demarcated off with physical barriers to prevent parking of MPUs in this area.

The inventory for the location will be: AN Prill - 25 t and AN Emulsion – 40 t

### 2.3 Relocatable Magazine Compound

The Magazine Compound is separate to the main AN Emulsion Plant and will contain two relocatable magazines are purpose-built steel magazines 2.4m x 6.0m x 2.4m, compliant to the requirements of AS 2187.1-1998 Explosives - Storage transport and use – Storage. The secure compound will be 20m x 30m located South East of the existing ANE Plant compound.

The compound area will be defined by the following corners.

NE =  $30^\circ 5'35.56''\text{S}$   $116^\circ 37'35.26''\text{E}$

NW =  $30^\circ 5'35.78''\text{S}$   $116^\circ 37'34.57''\text{E}$

SE =  $30^\circ 5'36.45''\text{S}$   $116^\circ 37'35.67''\text{E}$

SW =  $30^\circ 5'36.69''\text{S}$   $116^\circ 37'34.98''\text{E}$

Only Light Vehicles, for example Shot Firers Vehicles will be allowed inside Magazine Compound. Heavy Vehicles will be unloaded outside of the compound and an all-terrain forklift or similar used to transport pallets into the magazine compound.

The Magazine Compound will include a

- Detonator Magazine to store 30,000 detonators, Class 1.1B. Each detonator is assumed to contain no more than 1g of explosive. Giving a total of 30kg of explosives.

- A Blasting Explosive Magazine. This magazine will store 7500kg of Boosters Class 1.1D

### 3. Identification and categorisation of all Potential Explosive Sites

PES Identification	PES size	PES adjusted NEQ of the potential explosion
<b>PES 1 With Warning</b>	<b>Ammonium Nitrate Prill Storage Dome</b>	
	3 Dome Storages each hold a 500 T stack located 99 m apart.  Total AN = 1,500 T  AN Class 5.1, UN 1942	adjusted NEQ for one stack of 500 t, assuming:  TNT equivalent 32% equivalent TNT for AN NEQ=160 T of TNT equivalent
<b>PES 2 With Warning</b>	<b>Ammonium Nitrate Emulsion Storage Tanks &amp; pipeworks</b>	
	20-TK-03A & 20-TK-03B = 2 x 55,000 L = 110,000 L = 165 T  20-TK-02A & 20-TK-02B = 2 x 6,200 L = 12,400 L = 18.6 T  Total ANE in process pipework, including heat exchanger in manufacturing 0.872 kL = 1.308 T  Total ANE mass inventory = 165,000 kg + 18,600 kg + 1,308 kg = 184,908 kg = 185 T  Note ANE SG = 1.5 g/cc  ANE Class 5.1, UN 3375	adjusted NEQ for 185 t ANE, assuming ANE mass strength = 75% equivalent TNT for ANE NEQ=138.8 T of TNT equivalent
<b>PES 3 With Warning</b>	<b>Ammonium Nitrate Emulsion PES 3 – MPU Parking Area</b>	
	MPU loaded with AN Prill = 25 t  AN Class 5.1, UN 1942	adjusted NEQ for one stack of 25 t, assuming:  TNT equivalent 32% equivalent TNT for AN (Class 5.1) NEQ=8 T of TNT equivalent
	MPU loaded with ANE= 40 t  ANE Class 5.1, UN 3375	adjusted NEQ for 40 t ANE, assuming ANE mass strength = 75% equivalent TNT for ANE (Class 5.1) NEQ=30 T of TNT equivalent
<b>PES 4 With No Warning</b>	<b>Magazine 1</b>	
	30,000 detonators Class 1.1B, UN 0360	adjusted NEQ for 30,000 detonators, assuming mass strength = 100% equivalent TNT for Class 1.1B and  assuming each detonator contains 1g of explosive.  NEQ=30 kg of TNT equivalent

PES Identification	PES size	PES adjusted NEQ of the potential explosion
PES 5 With No Warning	Magazine 2	
	7,500 kg of Boosters Class 1.1D, UN 0332	adjusted NEQ for 7,500 kg assuming mass strength = 100% equivalent TNT for Class 1.1D NEQ = 7,500 kg of TNT equivalent

#### 4. Identification of Exposed Sites (ES) that could be affected by an explosion at each PES

##### 4.1 PES1 Ammonium Nitrate Prill

The following table presents the identification of ES that could be affected by an explosion of PES 1 Ammonium Nitrate Prill Storage Dome, with warning explosion:

PES 1 With Warning		Ammonium Nitrate Prill Storage Dome		
	Possible impact of one stack of AN = 500 t Adjusted NEQ = 160 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public, places, railway, open place, of work in another occupancy AS 2187. 1 Table 3.2.3.2	810 m	584 m = AN Dome 1 to Thomas Road 627 m = AN Dome 3 to Mullewha – Wubin Road	Insufficient separation distance See Note 1.
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	1,220 m	1,329 m = AN Dome 3 to Residence 1 1,290 m = AN Dome 1 to Residence 2 1,774 m = AN Dome 3 to Residence 3	Sufficient separation distances See Note 2.
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities: AS 2187. 1 Table 3.2.3.2	1,440 m	2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage AS 2187. 1 Table 3.2.3.2	265 m	164 m from nearest point of Magazine Compound area to nearest AN Storage Dome	Insufficient separation distance See Note 3 and 4

PES 1 With Warning		Ammonium Nitrate Prill Storage Dome		
	Possible impact of one stack of AN = 500 t Adjusted NEQ = 160 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
5	To Process buildings / mounded/ associated works	435 m	112 m to ANE Process Building	Insufficient separation distance – See Note 5
6	To ANE tanks	98 m	99 m to the closest ANE Tank	Sufficient separation distances
7	To MPU loaded with AN/ANE	98 m	192 m to the closest Dome	Sufficient separation distances

**Note 1.** While the Separation Distance for Protected Works A in AS 2187 is not met to either Mullewa-Wubin Road or Thomas Lane as this PES is a “With Warning” Explosive, this is acceptable as evacuation to the Evacuation point within 30minutes is credible. (AEISG Code of Practise for UN 3375). The Hanwha Emergency Plan included collaboration with Emergency Services to conduct closure of Thomas Road and Mullewa-Wubin Road once an evacuation is called.

**Note 2.** There is one building located to the North of AN Prill Storage Dome 3 that is an outbuilding associated with the privately owned airfield at 1186m from the edge of the storage dome falls within the PWB circle od 1220m. This building does not meet the definition of Protected Works B in AS 2187.

**Note 3.** While this does not meet the required Separation Distance in AS 2187 Table 3.2.3.2 it is considered acceptable as AN is a “With Warning Explosive” and the same workgroup operate the AN Storage Domes and the Explosive Magazines, so that in the event of an incident initiated in the AN Storage Domes, it is credible to evacuate both the site including Magazines before escalation of the incident.

**Note 4.** From the Separation Distance Tables for the Magazines there is sufficient separation between the Magazines and the AN storage Domes that an event initiated in the Magazines will not propagate to the Storage Domes.

**Note 5.** While this does not meet the required Separation Distance in AS 2187 Table 3.2.3.2 it is considered acceptable as AN is a “With Warning Explosive” and the same workgroup operate the AN Storage Domes and the ANE Process Building, so that in the event of an incident initiated in the AN Storage Domes, it is credible to evacuate the site on escalation of the incident.

### Summary

PES 1 Ammonium Nitrate Prill complies with the Separation Distance requirements of AS 2187.1 provided the Emergency Response Plan includes the credible evacuation of the site and the closure of Mullewa-Wubin Road and Thomas Lane.

The Hanwha Emergency Response Plan has been reviewed by DMIRS and local Emergency Services and evacuation and closure of Mullewa-Wuybin Road and Thomas Lane is agreed as credible.

### 4.2 PES 2 Ammonium Nitrate Storage Tanks and associated pipework.

The following table presents the identification of ES that could be affected by an explosion of PES 2 Ammonium Nitrate Emulsion Storage Tanks & pipeworks, with warning explosion:

PES 2 With Warning		Ammonium Nitrate Emulsion Storage Tanks & pipeworks		
	Possible impact of ANE = 185 T ANE Adjusted NEQ = 138.8 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public, places, railway, open place, of work in another occupancy AS 2187. 1 Table 3.2.3.2	770 m	600 m Thomas Road public road 528 m Mullewha – Wubin Road public road	Insufficient separation distance See Note 1.
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	1,160 m	1,500 m = AN Emulsion to Residence 1 1,319 m = AN Emulsion to Residence 2 1,972 m = AN Emulsion to Residence 3	Sufficient separation distances
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities: AS 2187. 1 Table 3.2.3.2	2,320 m	2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage AS 2187. 1 Table 3.2.3.2	250 m	253 m from nearest point of Magazine Compound to nearest ANE Storage Tank	Sufficient separation distance
5	To Process buildings / mounded/ associated works	420 m	No other Process Buildings on Site	Sufficient separation distances See Note 2.
6	To AN Domes	94 m	99 m to the closest AN Dome	Sufficient separation distances
7	To MPU loaded with AN/ANE	94 m	94 m closest point of area to ANE Storage Tank	Sufficient separation distances

**Note 1.** While the Separation Distance for Protected Works A in AS 2187 is not met to either Mullewa-Wubin Road or Thomas Lane as this PES is a "With Warning" Explosive, this is acceptable as evacuation to the Evacuation point within 30minutes is credible. (AEISG Code of Practise for UN 3375). The Hanwha Emergency Plan included collaboration with Emergency Services to conduct closure of Thomas Road and Mullewa-Wubin Road once an evacuation is called.

**Note 2.** The only Process Building on the Wubin AN Emulsion Plant Site is the building that produces the AN Emulsion and is included in the inventory calculations of PES 2. It is part of PES 2 and does not have a required separation distance.

### Summary

PES 2 Ammonium Nitrate Emulsion Storage Tanks complies with the Separation Distance requirements of AS 2187.1 provided the Emergency Response Plan includes the credible evacuation of the site and the closure of Mullewa-Wubin Road and Thomas Lane.

The Hanwha Emergency Response Plan has been reviewed by DMIRS and local Emergency Services and evacuation and closure of Mullewa-Wuybin Road and Thomas Lane is agreed as credible.

### 4.3 PES 3 MPU Loaded with Ammonium Nitrate Prill and Emulsion.

The following table presents the identification of ES that could be affected by an explosion of PES 3 MPU loaded with Ammonium Nitrate Prill and Emulsion, with warning explosion:

PES 3 With Warning		MPU Parking Area AN Prill/ANE = 25 t & 40 T ANE		
	Possible impact of MPU loaded with AN/ANE Adjusted NEQ = 38 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public, places, railway, open place, of work in another occupancy AS 2187. 1 Table 3.2.3.2	498 m	545 m= to Thomas Road 427 m to Mullewa-Wubin Road	Insufficient separation distance See Note 1
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	746 m	More than 1,000 m to nearest Residence	Sufficient separation distances
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities: AS 2187. 1 Table 3.2.3.2	1,493 m	More than 2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage AS 2187. 1 Table 3.2.3.2	161 m	304 m to Magazine Compound	Sufficient separation distances
5	To Process buildings / mounded/ associated works	269 m	m to the closest ANE Tank	Sufficient separation distances
6	To AN Domes	61 m	193 m from nearest point of MPU Parking area to	Sufficient separation distances

PES 3 With Warning		MPU Parking Area AN Prill/ANE = 25 t & 40 T ANE		
	Possible impact of MPU loaded with AN/ANE Adjusted NEQ = 38 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
			nearest AN Storage Dome	
7	To ANE Tanks	61 m	90 m from nearest point of MPU Parking area to nearest ANE Storage Tank	Sufficient separation distances

**Note 1.** While the Separation Distance for Protected Works A in AS 2187 is not met to Mullewa-Wubin Road as this PES is a "With Warning" Explosive, this is acceptable as evacuation to the Evacuation point within 30minutes is credible. (AEISG Code of Practise for UN 3375). The Hanwha Emergency Plan included collaboration with Emergency Services to conduct closure of Thomas Road and Mullewa-Wubin Road once an evacuation is called.

### Summary

PES 3 MPU Loaded with Ammonium Nitrate Prill and Emulsion complies with the Separation Distance requirements of AS 2187.1 provided the Emergency Response Plan includes the credible evacuation of the site and the closure of Mullewa-Wubin Road and Thomas Lane.

The Hanwha Emergency Response Plan has been reviewed by DMIRS and local Emergency Services during the initial licensing of the plant, evacuation and closure of Mullewa-Wubin Road and Thomas Lane is agreed as credible.

#### 4.4 PES 4 Magazine 1.

The following table presents the identification of ES that could be affected by an explosion of PES 4 Magazine 1 (30,000 detonators), with no warning explosion:

PES 4 With No Warning		Magazine 1 (30,000 detonators)		
	Possible impact of PES4 Adjusted NEQ = 30 kg	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public places, railway, open place, of work in another occupancy AS 2187. 1 Table 3.2.3.2	25 m	398 m= to Thomas Road 725 m to Mullewa-Wubin Road	Sufficient separation distances
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	180 m	More than 1,000 m= to nearest Residence	Sufficient separation distances

PES 4 With No Warning		Magazine 1 (30,000 detonators)		
	Possible impact of PES4 Adjusted NEQ = 30 kg	Required Distance	Actual Distance to ES "edge-to-edge"	Result
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities:  AS 2187. 1 Table 3.2.3.2	180 m	More than 2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage, unmounded  AS 2187. 1 Table 3.2.3.2	18 m	18 m Magazine 1/ PES 4 (Det) to Magazine 2 PES 5 (Boosters)	Sufficient separation distances
6	To Process buildings / mounded/ associated works	25 m	260 m to ANE Process Building	Sufficient separation distances
7	To AN Domes	7 m	164 m from nearest point of Magazine Compound area to nearest AN Storage Dome	Sufficient separation distances
8	To ANE Tanks	7 m	253 m from nearest point of Magazine Compound to nearest ANE Storage Tank	Sufficient separation distances
9	To MPU loaded with AN/ANE	7 m	304 m from nearest point of Magazine Compound to MPU	Sufficient separation distances

### Summary

PES 4 Magazine 1 (30,000 Detonators) complies with all the Separation Distance requirements of AS 2187.

#### 4.5 PES 5 Magazine 2.

The following table presents the identification of ES that could be affected by an explosion of PES 5 Magazine 2 (7,500 boosters), with no warning explosion:

PES 5 With No Warning		PES 5 Magazine 2 (7,500kg boosters)		
	Possible impact of PES 5 Adjusted NEQ = 7.5 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public, places, railway, open place, of work in another occupancy  AS 2187. 1 Table 3.2.3.2	295 m	398 m= to Thomas Road 725 m to Mullewa-Wubin Road	Sufficient separation distances

PES 5 With No Warning		PES 5 Magazine 2 (7,500kg boosters)		
	Possible impact of PES 5 Adjusted NEQ = 7.5 T	Required Distance	Actual Distance to ES "edge-to-edge"	Result
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	435 m	More than 1,000 m= to nearest Residence	Sufficient separation distances
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities: AS 2187. 1 Table 3.2.3.2	870 m	More than 2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage, unmounded AS 2187. 1 Table 3.2.3.2	94 m	18 m Magazine 1/ PES 4 (Det) to Magazine 2 PES 5 (Boosters)	Insufficient separation distances NEQ of PES 4 & 5 needs to be added and separation distances recalculated
6	To Process buildings / mounded/ associated works	155 m	260 m to ANE Process Building	Sufficient separation distances
7	To AN Domes	35 m	164 m from nearest point of Magazine Compound area to nearest AN Storage Dome	Sufficient separation distances
8	To ANE Tanks	35 m	253 m from nearest point of Magazine Compound to nearest ANE Storage Tank	Sufficient separation distances
9	To MPU loaded with AN/ANE	35 m	304 m from nearest point of Magazine Compound to MPU	Sufficient separation distances

### Summary

PES 5 Magazine 2 (7500kg Boosters) does not comply with the AS 2187.1 Separation Distance to other explosives stores un-mounded – PES4 Magazine 1. As Class 1 Explosives in PES 4 and 5 are “Without Warning” Explosives any event initiating in the Magazine 2 Boosters will propagate to PES 4 Magazine 1 Detonators. Magazine 1 and 2 are required to be considered as a single Potential Explosive Source.

#### 4.6 PES 4 & 5 Magazine 1 & 2 combined.

The following table presents the identification of ES that could be affected by an explosion of PES 4 Magazine 1 & PES 5 Magazine 2 with no warning explosion:

PES 4 & 5 With No Warning		PES 4 Magazine 1 & PES 5 Magazine 2		
	Possible impact of PES 4 & 5 Adjusted NEQ = 30 kg +7,500 kg = 7,530 kg	Required Distance	Actual Distance to ES "edge-to-edge"	Result
1	To Protected Works Class A (PWA) public road, public, places, railway, open place, of work in another occupancy AS 2187. 1 Table 3.2.3.2	295 m	398 m= to Thomas Road 725 m to Mullewa-Wubin Road	Sufficient separation distances See Note 1.
2	To Protected Works Class B (PWB) (residential buildings, town, public buildings, hotels, motels, factory, warehouse, depot of DG, building with employed persons) AS 2187. 1 Table 3.2.3.2	435 m	More than 1,000 m= to nearest Residence	Sufficient separation distances
3	To vulnerable facilities and critical infrastructure, hospitals, schools, child care, old age housing, major public utilities: AS 2187. 1 Table 3.2.3.2	870 m	More than 2,300 m to Wubin	Sufficient separation distances
4	To other explosive storage, unmounded AS 2187. 1 Table 3.2.3.2	94 m	No other Explosive Storages on Site	No other Explosive Storages on Site
6	To Process buildings / mounded/ associated works	155 m	260 m to ANE Process Building	Sufficient separation distances
7	To AN Domes	35 m	164 m from nearest point of Magazine Compound area to nearest AN Storage Dome	Sufficient separation distances
8	To ANE Tanks	35 m	253 m from nearest point of Magazine Compound to nearest ANE Storage Tank	Sufficient separation distances
9	To MPU loaded with AN/ANE	35 m	304 m from nearest point of Magazine Compound to MPU	Sufficient separation distances

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**Note 1.** The PWA distance for the combined Magazines is contained entirely within the Wubin AN Emulsion Plant Site

### **Summary**

Magazines 1 Detonators and Magazine 2 Booster considered as a combine Potential Explosive Source comply with all the Separation Distance requirements of AS 2187.1.

#### **4.7 Occupancy**

The site has medium activity levels with a maximum of seven people present at peak activity. This secure depot is accessed by HMS's secure nominees or authorised persons, or by persons supervised by Hanwha's secure nominees.

The activity levels in this secure facility are medium, not permanently attended. There is no activity during nighttime.

#### **4.8 Evacuation**

Evacuation for the ANE Plant personnel is credible within 20 minutes to the Evacuation Point which is 1.4 km away, South of the ANE Plant. This distance is more than 20% greater than the minimum separation distance required, based on the worst-case scenario of an uncontrolled fire (with a substantial source of fuel) capable of engulfing the ANE tanks and assuming that the ANE may explode and evacuation "with warning" shall take place.

There is an exclusion zone at 0.754 km, based on the required separation distance to Protected Works Class A (PWA), (public road, public places, railway, open place of work in another occupancy, AIESG Sect.6, AS 2187.1 Table 3.2.3.2, D = 14.8 Q1/3.)

### **5. Demonstration of AS 2187 Separation Distance Requirements**

The General Site Layout showing the existing and proposed stores of AN, AN Emulsion and Explosives is given in Figure 1.

#### **5.1 Separation between Stores and Process Building.**

Figure 2 shows the separation distances from the AN Prill Storage Domes to other stores. Dome 1 is shown as this is the closest Dome to the other stores and the distances increase to the other 2 storage domes. As noted in Section 4.1 there is insufficient separation between the AN Storage Dome and the AN Emulsion Process Building and the Magazine Compound. This is deemed acceptable as the same work crew are responsible for and operate all three areas and AN Prill is a "With Warning" Potential Explosive Source and evacuation in the event of an emergency is considered credible.

The Separation Distances between the AN Emulsion stores and other stores of AN and Explosives is given in Figure 3. All separation distance requirements are met.

The Separation Distances required from the Magazine Compound and other stores and Process Building is given in Figure 4. All separation distance requirements are met.

#### **5.2 Protected Works A**

The Protected Works A (Public Road) distances are shown in Figure 5.

The Magazine Compound PWA shown in Yellow is the only "Without Warning" Potential Explosive Site, as such it cannot include any space that is accessible to members of the public as part of normal daily activities. For this storage location the PWA is contained entirely within the Wubin AN Emulsion Plant site boundary preventing public access and exposure.

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The AN Prill and AN Emulsion storage locations are "With Warning" Potential Explosive Sites. For all of the sites, AN Emulsion Tanks, AN storage Domes and MPU Parking Area, the required PWA distance includes Mullewa-Wubin Road and the AN emulsion and AN Prill locations include Thomas Lane. This is acceptable as in the event of an emergency blocking access along Mullewa-Wubin Road and Thomas Lane is credible as part of site evacuation and within the recommendations of the Australian Explosive Industry Safety Group guidelines.

### 5.3 Protected Works B

Figure 7 shows the required Protected Works B distances from each storage location and the position of the three closest residences (closest identified Protected Works B). All are outside of the required Protected Works B distances. Within the prescribed distances there is only one building not associated with the Wubin AN emulsion Plant. That building is an outbuilding associated with the privately owned airfield to the North of the Plant. This building is 1186m from the closest AN storage Dome. While this building does not fit the definition of a Protected Works under the definition in AS 2187, inclusion of the airfield in the Wubin AN Emulsion Plant Emergency Plan to evacuate to a safe area such as the Residence or outdoor area would be good practise. As the Potential explosive Site (AN Prill Storage Dome 3) is a "With Warning" Site the evacuation is credible within the prescribe time frame.

### 5.4 Vulnerable Facilities

There have been no Vulnerable Facilities identified within the Wubin Township or surrounding areas.

## 6. Location Conclusion

The location of the proposed storage areas for "With Warning" Explosives in the MPU Loaded with Ammonium Nitrate Prill and Emulsion in the MPU Parking Area and "Without Warning" Explosives stored in Magazine 1 Detonators and Magazine 2 Boosters in the Magazine Compound is deemed acceptable under the requirements of AS2187.1-1998 Explosives Storage, Transport and Use Part 1 Storage.

In conjunction with the existing Storage Locations of Ammonium Nitrate Prill and Emulsion the storage locations meet the applicable Separation Distance requirements with a credible evacuation plan implemented.

HMSA have a credible evacuation plan and have implemented controls recommended the regulatory requirements, Codes of Practice for Ammonium Nitrate, Ammonium Nitrate Emulsion and AS 2187.1, as well as control measures identified in the Plant Risk Assessment.

This is an acceptable proposal.

## 7. References

1. AIESG Code of practice for storage and handling of UN 3375
2. AS IEC 61882:2003 HAZOP Studies — Application guide
3. AS NZS ISO 31000:2009 Risk Management – Principles and guidelines
4. AS 3774 Loads on bulk solid containers.

## Appendix A – Figures

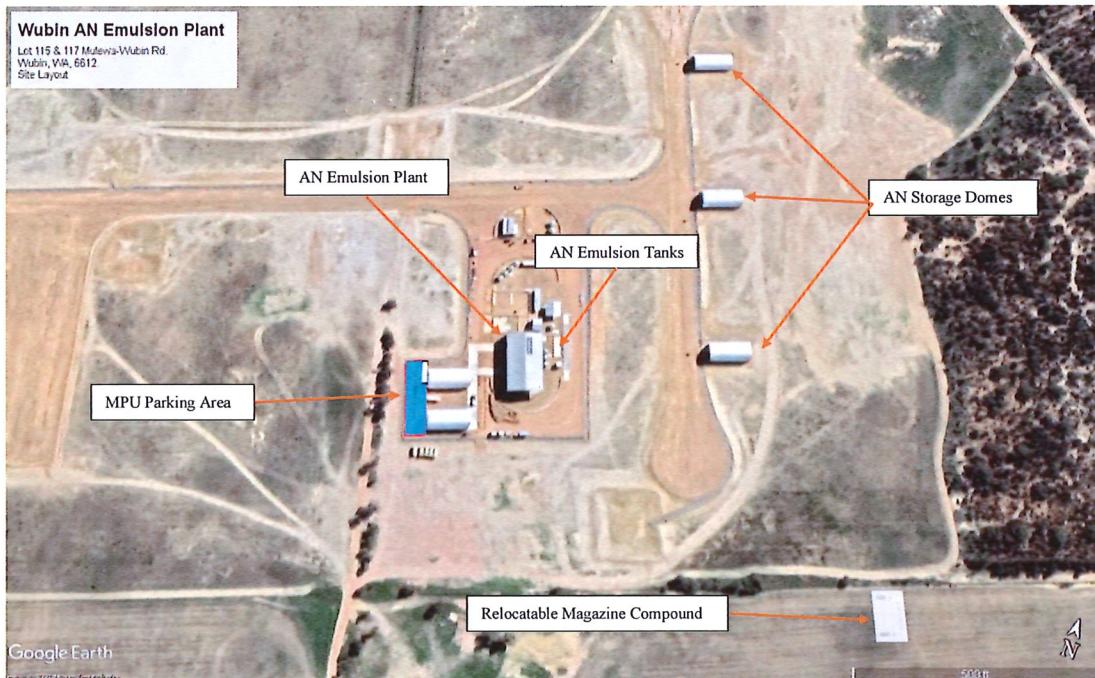


Figure 1 Wubin AN Emulsion Plant General Site Layout with additional proposed stores.

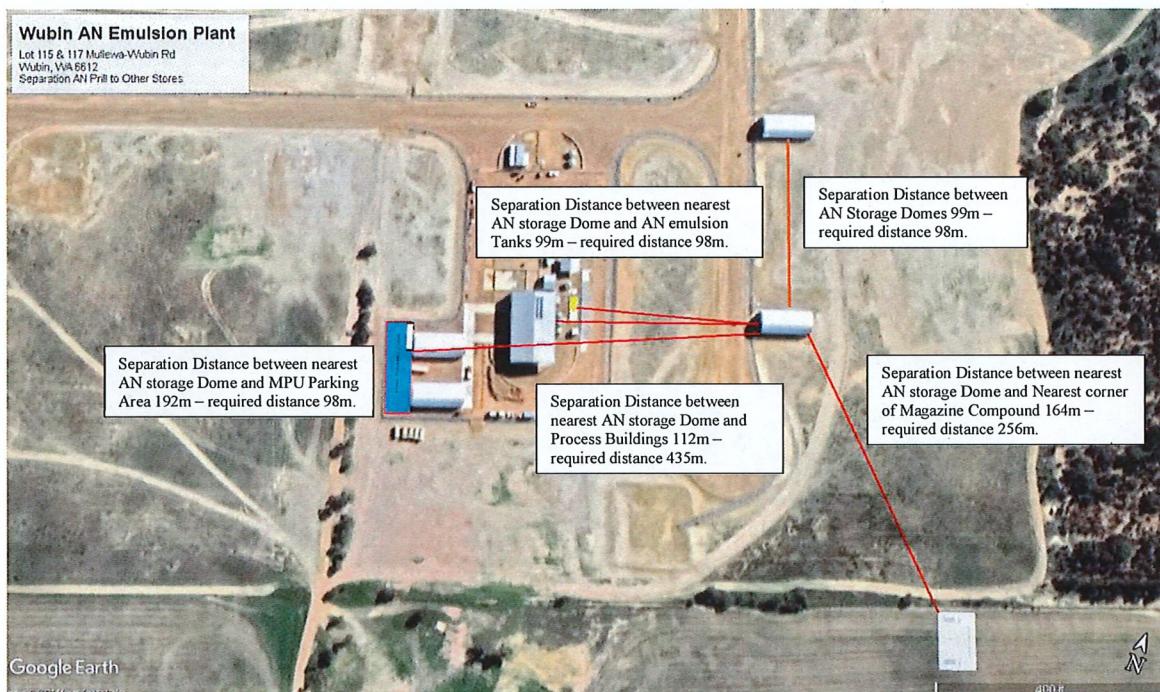


Figure 2 Distances from AN Prill (Storage Dome 1) to other Potential Explosive Sites and Process Buildings

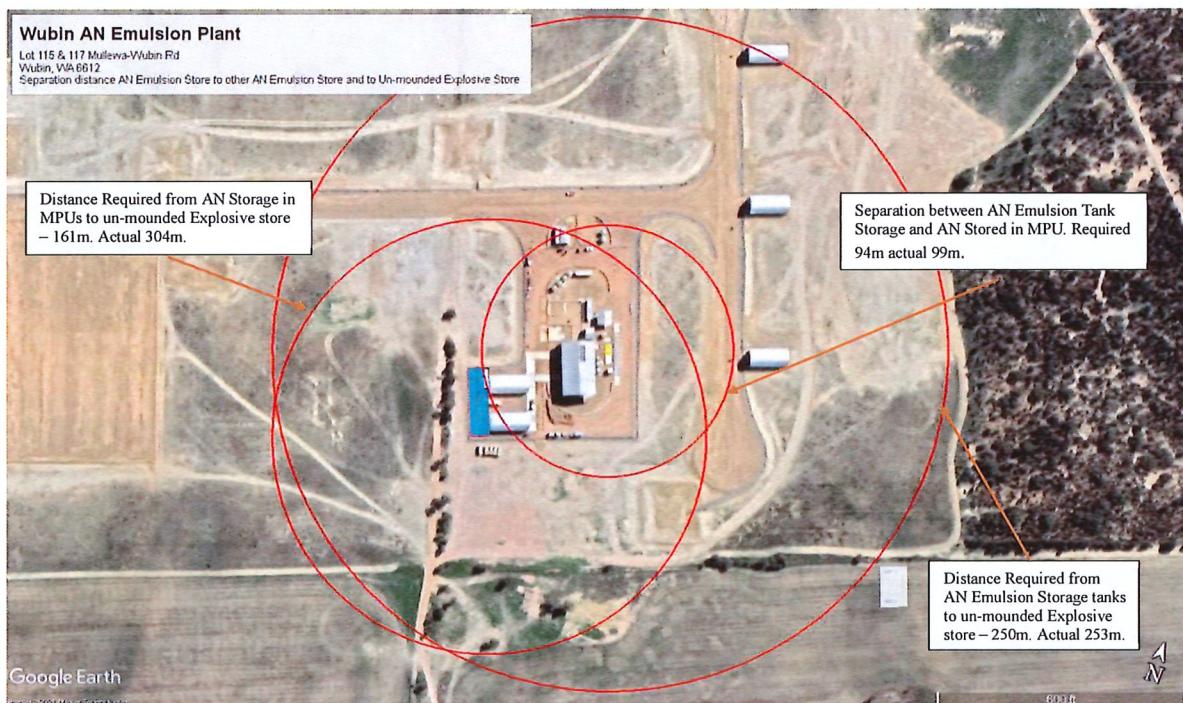


Figure 3 Separation Distance between AN Emulsion Stores and other stores

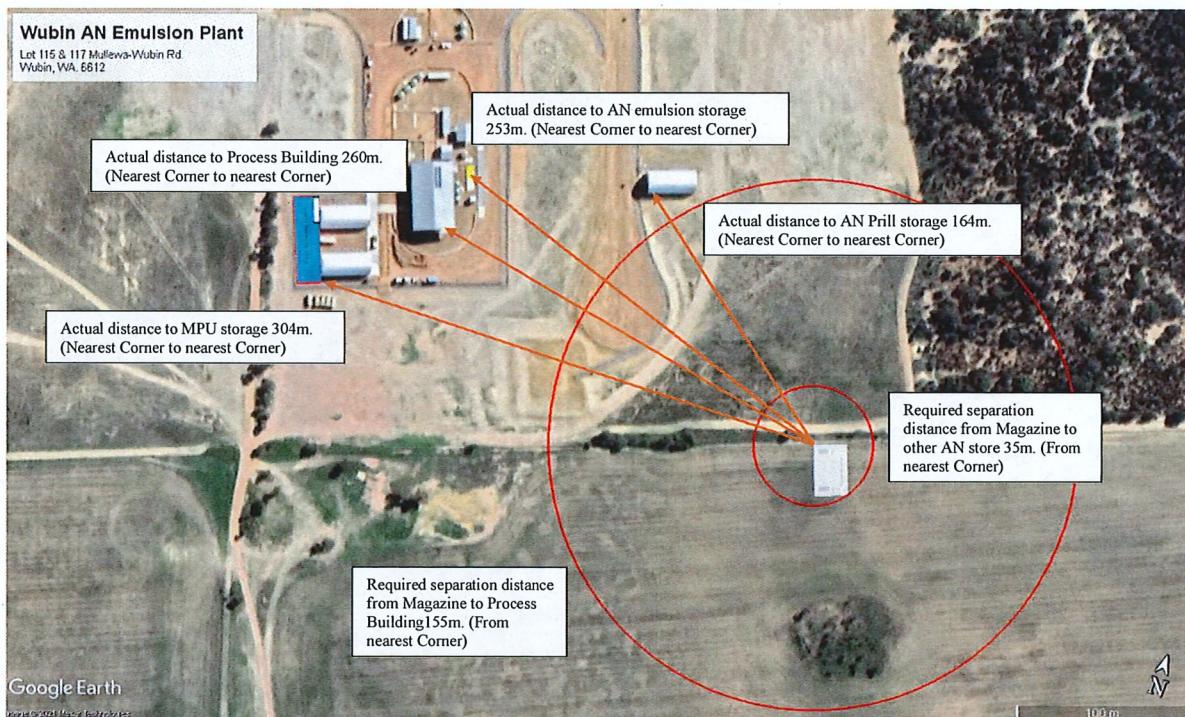


Figure 4 Separation Distances Actual and required between Magazine Compound and other stores and Process Building

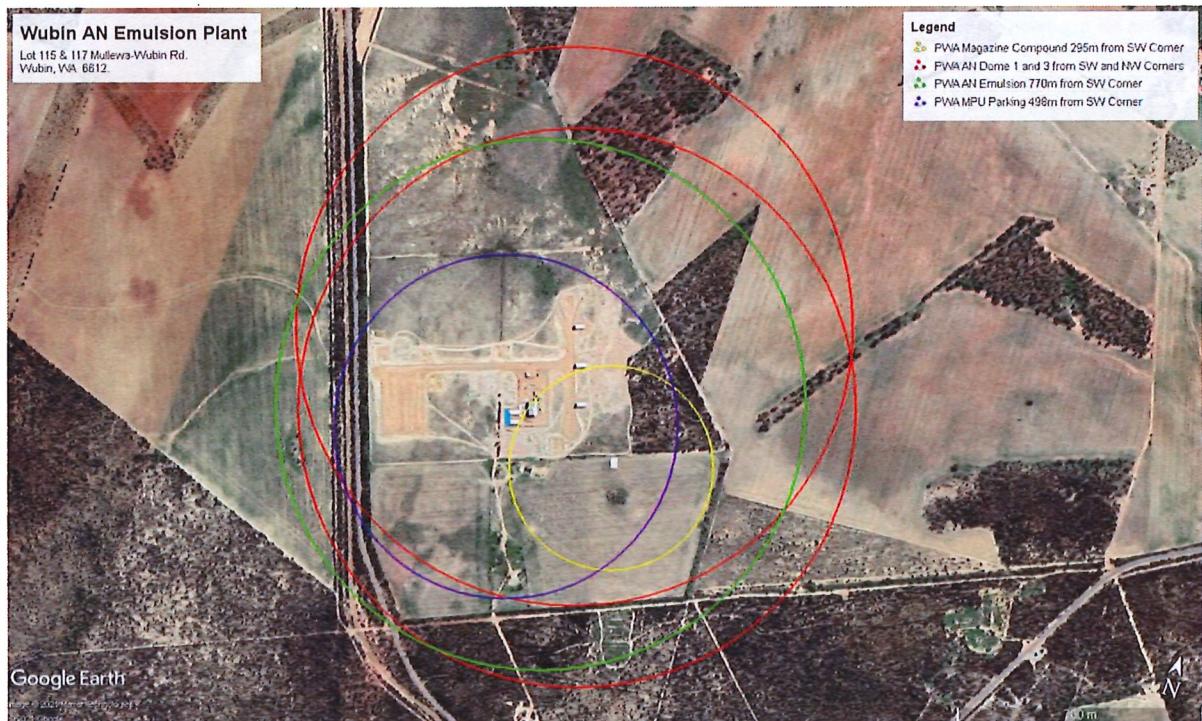


Figure 5 Required Protected Works A Distances from each storage location. Measured from location corner closest to Public Roads.



Figure 6 PWA Actual distances for "With Warning" Storage Locations that include Mullewa-Wubin Road and Thomas Lane.

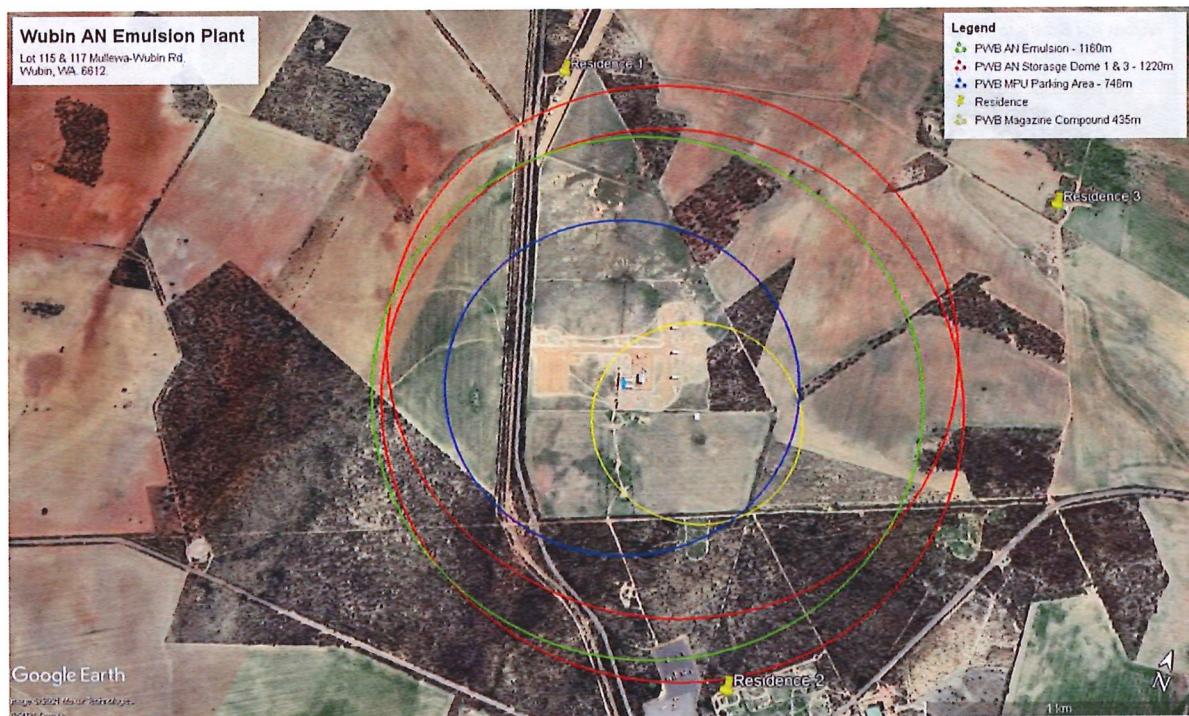


Figure 7 Protected Works B distance required from each storage location.

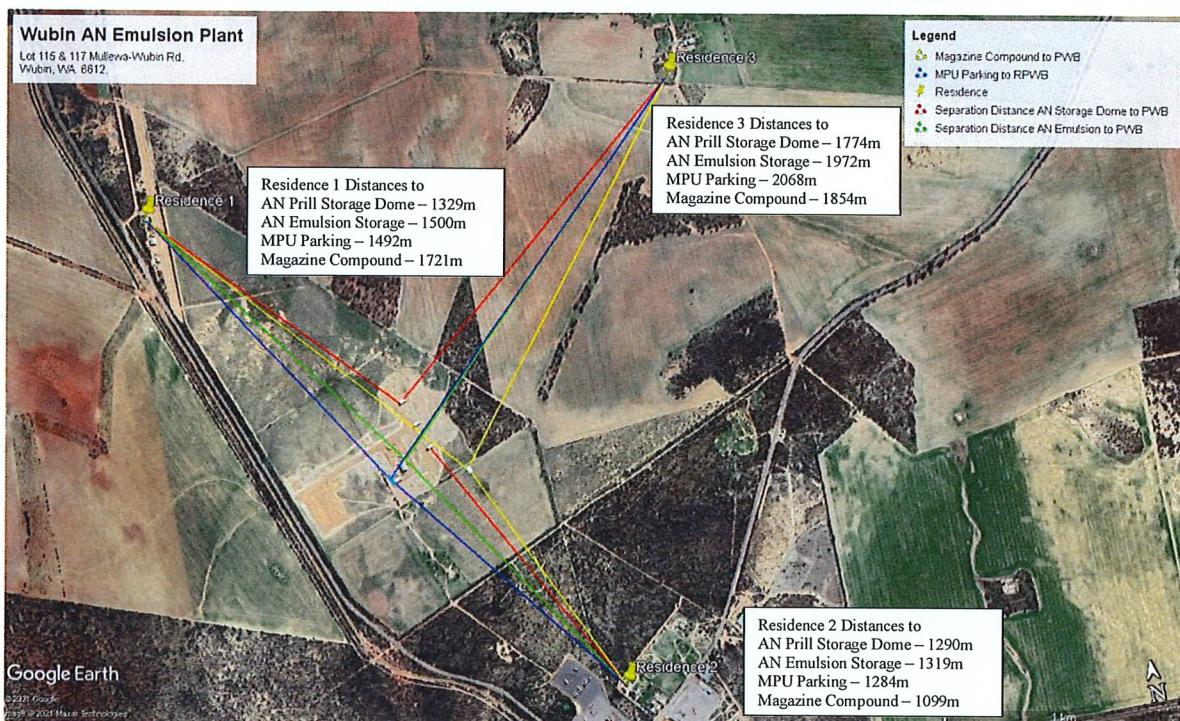


Figure 8 Distances between Storage Locations and nearest PWB - Residences

### 13.3 Request for Variation to Approval\*

<b>Report Date</b>	22 June 2021
<b>Applicant</b>	Exurban Rural & Regional Planning
<b>File Ref</b>	A43604
<b>Previous Meeting Reference</b>	Nil
<b>Prepared by</b>	Doug Burke, Manager Planning & Development Services
<b>Supervised by</b>	Jean Knight, Chief Executive Officer
<b>Disclosure of interest</b>	Nil
<b>Voting Requirements</b>	Simple Majority
<b>Attachments</b>	Supporting Documentation

#### Purpose of Report

Council has been requested to consider utilising their discretion in applying a provision of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

The Council at the Ordinary Meeting held in February 2021 approved an application for the development of 'Storage, Trade Display and an Educational Establishment' at 55-57 Johnston Street, Dalwallinu, with conditions subject to latter approval of details.

#### Consultation

Nil

#### Legislative Implications

##### State

*Planning and Development Act 2005*

#### Policy Implications

The *Local Planning Policy № 8 – Sea Containers* was adopted by the Shire on 20 July 2020. This policy relates to the retrospective approval of the 'Storage' component of the development insofar as it involves the use of six sea containers.

#### Financial Implications

Nil

#### Strategic Implications

Nil

#### Site Inspection

Nil

#### Triple Bottom Line Assessment

##### Economic implications

There are no known significant economic implications associated with this proposal.

##### Social implications

There are no known significant social implications associated with this proposal.



### Environmental implications

There are no known significant environmental implications associated with this proposal.

### **Officer Comment**

The application for planning approval submitted by the proponent (Exurban Rural & Regional Planning) included a request to consider the retrospective approval of an educational establishment on the subject site.

As the development required discretionary approval from the Council, a report was tabled at the February 2021 Ordinary Meeting, whereupon the recommendation for conditional approval was adopted.

Condition 4 of the approval (DA 092021) reads as follows:

*The 'Educational Establishment' component of the development is subject to the proponent being able to successfully demonstrate to the Shire that the development satisfies the Part 5.7 (Site and Development Requirements) of the Shire of Dalwallinu Local Planning Scheme № 2 with regard to nominated setbacks and minimum landscaped areas. The detailed landscape plan is to be submitted to the Shire for approval by 31 March 2021.*

The proponent argues that “*the need to demonstrate compliance with the minimum amount of landscaping required under the Shire's local planning scheme, being 30% of the total site area for educational establishments, as required under Condition 4 is not at all practical given the current development and use of the property and need to maintain area for commercial use*”.

Regulation 77 of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* allows for the owner of land in respect of which development approval has been made to make an application to, among other things, ‘to amend or delete any condition to which the approval is subject’.

The landscape requirement in condition 4 of the approval is directed by Table II – Development Table in the Dalwallinu Planning Scheme. The rationale behind the provision is understandable given the context of an Educational Establishment- especially for children.

That the proponent is arguing for a major reduction in landscaped area belies the fact that the development of an Educational Establishment at the subject site is not the major commercial component on the subject site, but more of an afterthought. There is no safe recreational area associated with the land use nor ablutions quarantined for the sole use of the children that attend the ‘Educational Establishment’. The request for a variation to Condition 4 to essentially reduce the landscaped area as required under the Dalwallinu local planning scheme cannot be supported.



## Officer Recommendation/Resolution

### **MOTION 9734**

Moved Cr KL Carter  
Seconded Cr NW Mills

That Council refuse the request for consideration, under Regulation 77 of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, to vary Condition 4 of the planning approval (DA 092021) for development at 55-57 Johnston Street, Dalwallinu.

**CARRIED 7/0**



# JOHNSTON

Development Approved  
Shire of Dalwallinu

Signed

Designation

Date 24 February 2021

# STREET

149

Existing 1.8m High Link Mesh Fence

50.29

Proposed 1m wide  
Landscaping Strip

150  
1012m<sup>2</sup>

Proposed Trade Display Use  
on existing open portions of  
Lot 150 which comprise blue  
metal on compacted gravel  
base

Storage

Proposed 20  
foot long Sea  
Container

Proposed 15m<sup>2</sup> Transportable Building  
for Educational Establishment

Proposed 40 foot long Sea  
Container Storage

Path

FFL  
335.15m  
AHD

Existing 1.8m High Link  
Mesh Fence & Gates

Proposed 1m wide  
Landscaping Strip

Paved  
Footpath

Concrete  
Crossover

151  
1012m<sup>2</sup>

Existing Commercial  
Building  
(Trade Supplies Use)

Storage

Proposed 20  
foot long Sea  
Container

Blue metal sealed vehicle accessway

Proposed 40 foot long Sea  
Container

Proposed 10  
foot long Sea  
Container

Storage

Existing 1.8m High  
Link Mesh  
Gates

Paved  
Footpath

Concrete  
Crossover

Paved  
Footpath

R16810  
152

LANEWAY

20.12

Existing 1.8m High Link Mesh Fence

20.12

Existing Gates

1.8m High Link Mesh

50.29 Existing 1.8m High Colorbond Fence

Proposed 1m wide  
Landscaping Strip



Tel: (08) 9303 2532  
Mobi: 0429 303 100  
PO Box 1695  
WANGARA DC WA 6947  
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0 2 4 6 8 10m  
SCALE 1:250 & A3  
DATE: 16.11.2020

NOTES:  
1. Both lots will be amalgamated into one (1) new lot by way of application to WAPC.  
2. All new landscaping will comprise drought tolerant plant species that will grow to 1.5m high  
when mature.  
3. All parking bays are 2.4m wide x 5.5m deep.  
4. All stormwater is and will continue to be directed to Johnston Street for discharge into the local  
government's drainage system.  
5. The subject land's natural ground level is approximately 335m AHD.  
6. Total landscaping is 28.5m<sup>2</sup> or 1.4% of the total combined area of Lots 150 & 151.

## SITE DEVELOPMENT PLAN

LOT 151 (No.55) & LOT 150 (No.57) JOHNSTON STREET  
DALWALLINU  
Shire of Dalwallinu

## Doug Burke

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**From:** Jean Knight  
**Sent:** Friday, 14 May 2021 8:26 AM  
**To:** Doug Burke  
**Subject:** FW: I-COR-20442 - RE: Development Application - Lots 151 & 150 (Nos.55 & 57) Johnston Street, Dalwallinu  
**Attachments:** Revised Site Development Plan.pdf; Vehicle Access, Parking & Landscaping Plan.pdf

**From:** Joe Douglas [mailto:[joe@urp.com.au](mailto:joe@urp.com.au)]  
**Sent:** Thursday, 13 May 2021 6:47 PM  
**To:** Jean Knight <[ceo@dalwallinu.wa.gov.au](mailto:ceo@dalwallinu.wa.gov.au)>  
**Cc:** John R Wallis <[jrwallis@jrw-e.com](mailto:jrwallis@jrw-e.com)>; Sean Fletcher <[SeanKFletcher@hotmail.com](mailto:SeanKFletcher@hotmail.com)>  
**Subject:** RE: I-COR-20442 - RE: Development Application - Lots 151 & 150 (Nos.55 & 57) Johnston Street, Dalwallinu

Dear Jean,

Further to your previous email below, please find attached a revised set of plans to deal with the requirements of Conditions 2, 3 and 4 of the development approval issued by the Dalwallinu Shire Council for the abovementioned properties back in February which read as follows:

**Condition 2 - The 'Storage' component of the development is subject to the proponent being able to successfully demonstrate to the Shire that the development satisfies the provisions inherent to the Local Planning Policy N° 8 - Sea Containers by way of submitting amended plans. The plan/s are to be submitted to the Shire for approval by 31 March 2021.**

**Condition 3 - The 'Educational Establishment' component of the development is subject to the proponent being able to successfully demonstrate to the Shire that the development satisfies the off-street car parking provisions inherent to the Australian/ New Zealand Standard AS/NZS 2890.1:2004. The detailed car parking plan is to be submitted to the Shire for approval by 31 March 2021.**

**Condition 4 - The 'Educational Establishment' component of the development is subject to the proponent being able to successfully demonstrate to the Shire that the development satisfies the Part 5.7 (Site and Development Requirements) of the Shire of Dalwallinu Local Planning Scheme**

**No. 2 with regard to nominated setbacks and minimum landscaped areas. The detailed landscape plan is to be submitted to the Shire for approval by 31 March 2021.**

The requirements of **Condition 2** have been addressed by proposing the installation of new 1.8 metre high Colorbond fencing along the full length of northern boundary of Lot 150 (No.57) Johnston Street and similar fencing and access gates in the front portion of this property to replace the existing ring lock type fencing and gates which are visually permeable and do not therefore satisfy Council's policy requirements as they apply to the screening of sea containers from public view. This is considered to be the most expedient and cost effective solution to the Shire's requirements.

The requirements of **Condition 3** have been addressed by reducing the total number of parking bays on Lot 150 by one (1) bay to ensure there is sufficient space available to comply with the relevant Australian Standard. I've prepared a separate vehicle access, parking and landscaping plan to demonstrate compliance with the relevant standards.

The requirements of **Condition 4** have been addressed by including details of the front setback of the educational establishment building on Lot 150. The Shire's local planning scheme requires a minimum setback to Johnston Street of 9 metres, with the actual setback being 11 metres, and 5 metres to the land's side boundaries which won't be an

issue given my client's intention to amalgamate the two lots, and 7.5 metres to the land's rear boundary which again has already been achieved.

The need to demonstrate compliance with the minimum amount of landscaping required under the Shire's local planning scheme, being 30% of the total site area for educational establishments, as required by **Condition 4** is not at all practical given the current development and use of the property and need to maintain sufficient area for commercial usage. We therefore ask that the Shire exercise the discretion afforded by clause 5.5 of Local Planning Scheme No.2 and approve the proposed landscaping as presented in the attached plans. If we need to lodge another development application to vary the requirements of Condition 4 please let me know and I'll arrange that with John.

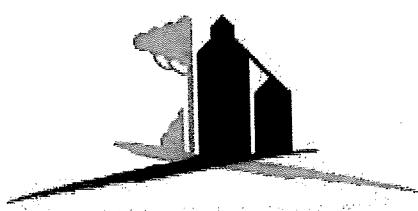
We look forward to your reply in due course and welcome any queries you or Doug may have. And thank you once again for your patience. It's greatly appreciated.

Lastly, please note I have to go to Collie early tomorrow morning but will be back in the office first thing Monday morning to attend to any queries that may arise.

Kind regards,

Joe

**Joe Douglas**  
Director / Principal Town Planner



**EXURBAN**

RURAL & REGIONAL PLANNING

Unit 6 / 50 Conquest Way WANGARA

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Mob: 0429 303 100

Email: [joe@urp.com.au](mailto:joe@urp.com.au)

PO Box 1695 WANGARA DC WA 6947

[www.exurban.com.au](http://www.exurban.com.au)

**From:** Jean Knight <[ceo@dalwallinu.wa.gov.au](mailto:ceo@dalwallinu.wa.gov.au)>

**Sent:** Wednesday, 12 May 2021 8:50 AM

**To:** Joe Douglas <[joe@urp.com.au](mailto:joe@urp.com.au)>

**Subject:** RE: I-COR-20442 - RE: Development Application - Lots 151 & 150 (Nos.55 & 57) Johnston Street, Dalwallinu

Hi Joe,

Just following up with regards to this DA as we have not heard anything from you and the 30 April 2021 has now passed.

Regards

**Jean Knight**  
Chief Executive Officer

P: (08) 9661 0500

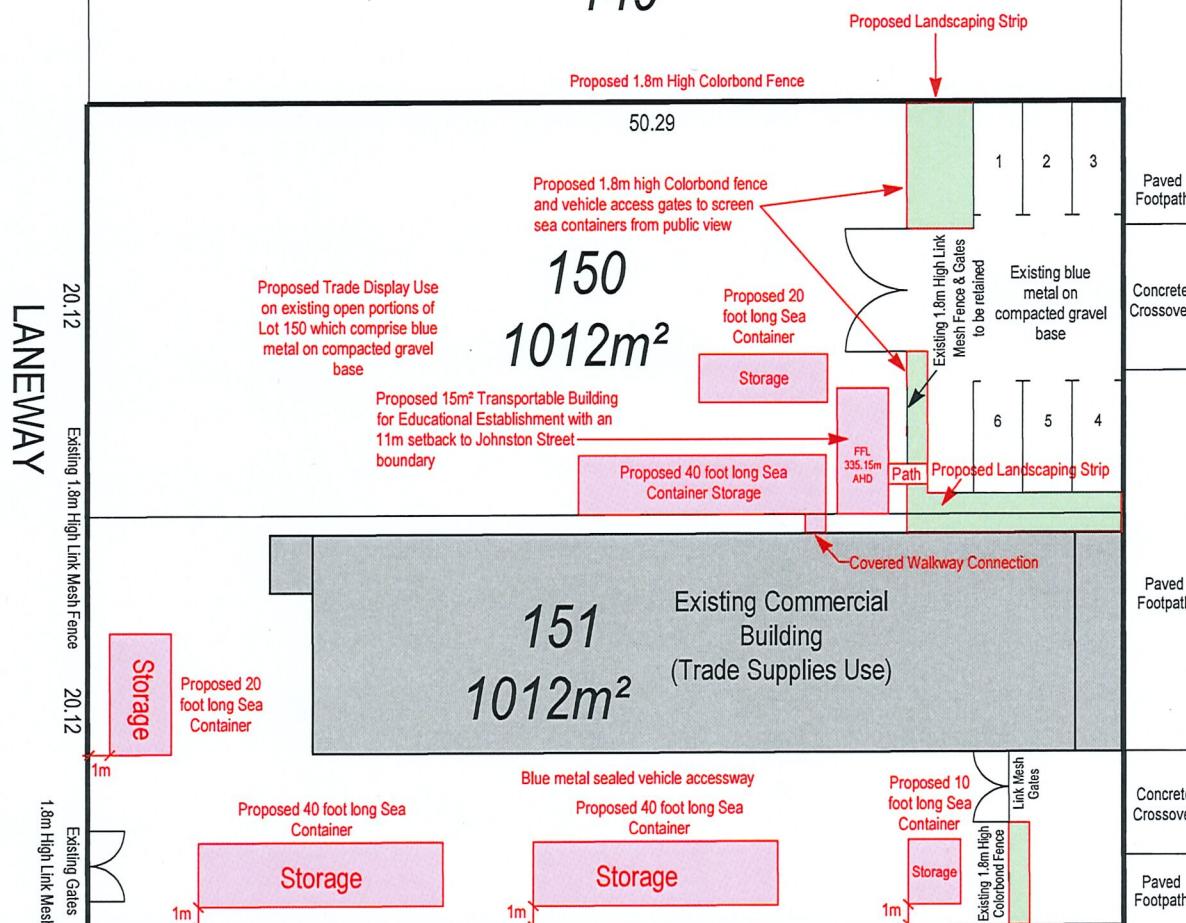
F: (08) 9661 1097

220

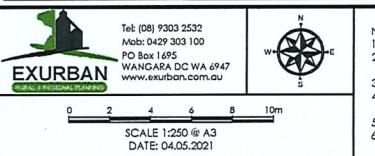
# JOHNSTON

# STREET

149



R16810  
152



NOTES:

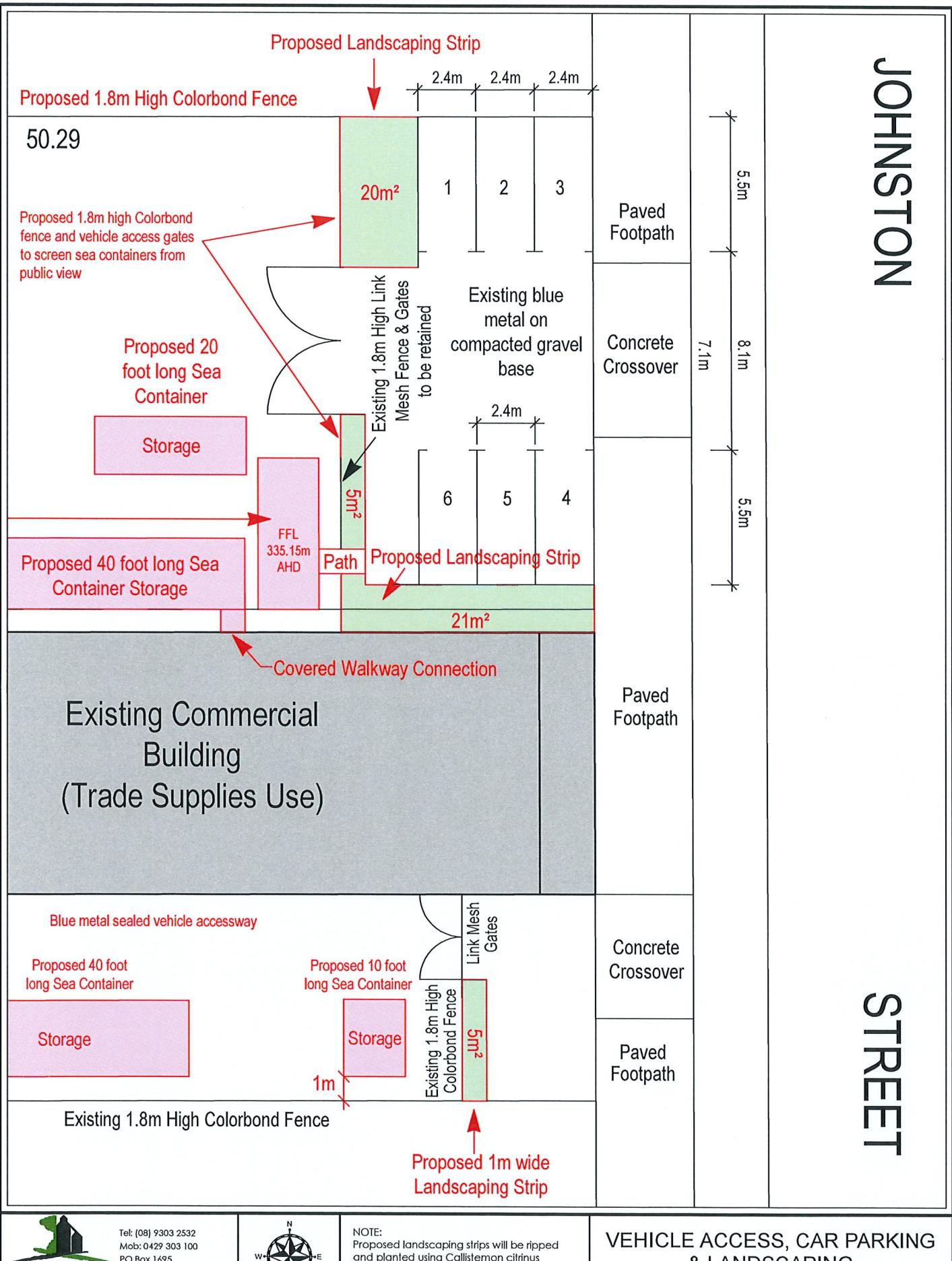
1. Both lots will be amalgamated into one (!) new lot by way of application to WAPC.
2. All new landscaping will comprise drought tolerant plant species that will grow to 1.5m high when mature.
3. All parking bays are 2.4m wide x 5.5m deep.
4. All stormwater is and will continue to be directed to Johnston Street for discharge into the local government's drainage system.
5. The subject land's natural ground level is approximately 335m AHD.
6. Total landscaping is 51m<sup>2</sup> or 2.5% of the total combined area of Lots 150 & 151.

## REVISED SITE DEVELOPMENT PLAN

LOT 151 (No.55) & LOT 150 (No.57) JOHNSTON STREET  
DALWALLINU  
Shire of Dalwallinu

# JOHNSTON

# STREET



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NOTE:  
Proposed landscaping strips will be ripped and planted using *Callistemon citrinus* (Crimson Bottlebrush)

## VEHICLE ACCESS, CAR PARKING & LANDSCAPING

LOT 151 (No.55) & LOT 150 (No.57)  
JOHNSTON STREET, DALWALLINU  
Shire of Dalwallinu

14 MEETING CLOSED TO THE PUBLIC – CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT, 1995, SECTION 5.23(2)

**PROCEDURAL MOTION 9735**

Moved Cr NW Mills  
Seconded Cr BH Boys

That Council moves into a confidential session at 4.01pm to discuss:

14.1 Request for Cleaning Services and Concessional Rate  
14.2 Award of RFT2020-09 Civil Project Management Services

under the terms of the *Local Government Act 1995, Section 5.23(2)*

(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; and*

(e) *a matter that if disclosed, would reveal —*  
(i) *a trade secret; or*  
(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;*

**CARRIED 7/0**

**14.1 CONFIDENTIAL – Request for Cleaning Services and Concessional Rate**

**Purpose of Report**

Council is requested to consider providing cleaning services to the Dalwallinu Medical Centre and providing a concessional rate.

**Officer Recommendation/Resolution**

**MOTION 9736**

Moved Cr AR Dickins  
Seconded Cr KJ Christian

That Council:

1. Authorise the Chief Executive Officer to include the cleaning of the Dalwallinu Medical Centre to a maximum of 7.5 hours per week in the cleaning contract with Charles Service Co:
2. Authorise a concession to Dalwallinu Medical Centre for the cleaning services provided and authorise the Chief Executive Officer to seek reimbursement of \$33.00 (inc GST) per hour from the Dalwallinu Medical Centre as a contribution towards the cleaning costs.

**CARRIED BY ABSOLUTE MAJORITY 7/0**



## 14.2 CONFIDENTIAL - Award of RFT2020-09 Civil Project Management Services

### Purpose of Report

Council is requested to consider the tenders received for RFT2020-09 Civil Project Management Services.

### Officer Recommendation/Resolution

#### MOTION 9737

Moved Cr NW Mills  
Seconded Cr MM Harms

That Council:

1. Award RFT2020-09 Civil Project Management Services to Prism Contracting & Consulting for the amount of \$170.00 (inc GST) per hour for works associated with the Wheatbelt Secondary Freight Network projects;
2. Authorise the Chief Executive Officer to enter into a contract with Prism Contracting & Consulting as per the tender documentation.

**CARRIED 7/0**

#### PROCEDURAL MOTION 9738

Moved Cr KJ Christian  
Seconded Cr NW Mills

That the meeting come from behind closed doors at 4.08pm.

**CARRIED 7/0**



**15 SCHEDULING OF MEETING**

The next Ordinary Meeting of Council will be held on 27 July 2021 at the Shire of Dalwallinu Council Chambers, Dalwallinu commencing at 3.30pm.

**16 CLOSURE**

There being no further business, the Chairperson closed the meeting at 4.09pm.

**17 CERTIFICATION**

I, Steven Clifford Carter, certify that the minutes of the Ordinary Council meeting held on the 22 June 2021, as shown on page numbers 1 to 225 were confirmed as a true record at the meeting held on 27 July 2021.



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CHAIRPERSON

27/7/2021

DATE

