



Shire of
Narrogin

MINUTES

ORDINARY COUNCIL MEETING

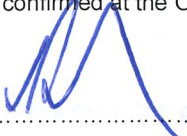
23 February 2022

The Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Meeting of Council.

Signed: 

Date **24 February 2022**

These minutes were confirmed at the Ordinary Council Meeting held on 23 March 2022

Signed: 

(Presiding Person at the meeting at which minutes were confirmed)

Acknowledgement of Noongar People

The Shire of Narrogin acknowledges the Noongar people as traditional custodians of this land and their continuing connection to land and community. We pay our respect to them, to their culture and to their Elders past and present.

Naatj ngiyan Birdiya Gnarojin kep unna nidja Noongar Moort ngaala maya nidja boodjera baarlap djoowak karlerl koolark. Ngalak niny ngullang karnan balang Bibolman baalap borong koora wer boorda.

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electronic format (disk or emailed), audio or Braille**



Shire of
Narrogin

Love the life

STRATEGIC COMMUNITY

SNAPSHOT

PLAN
2017-27

VISION

A leading regional economic driver and a socially interactive and inclusive community.

MISSION

Provide leadership, direction and opportunities for the community.

KEY PRINCIPLES

In achieving the Vision and Mission, we will set achievable goals and work with the community to maintain a reputation of openness, honesty and accountability. In doing so we will:

- Respect the points of view of individuals and groups;
- Build on existing community involvement;
- Encourage community leadership;
- Promote self-reliance and initiative;
- Recognise and celebrate achievement;
- Support the principles of social justice; and
- Acknowledge the value of staff and volunteers.

OUR VALUES

Care with Trust & Teamwork

Caring - We display kindness and concern for one another and our community

Accountability - We accept responsibility for our actions and outcomes

Respect - We treat everyone how we would like to be treated

Excellence - We go the extra mile to deliver outstanding services

Trust - We share without fear of consequences

Team Work - We work together for a common goal

ECONOMIC



Support growth and progress, locally and regionally...

Growth in revenue opportunities

- Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
- Promote Narrogin and the Region
- Promote Narrogin's health and aged services including aged housing

Increased Tourism

- Promote, develop tourism and maintain local attractions

An effective well maintained transport network

- Maintain and improve road network in line with resource capacity
- Review and implement the Airport Master Plan

Agriculture opportunities maintained and developed

- Support development of agricultural services

SOCIAL



Provide community facilities and promote social interaction...

Provision of youth services

- Develop and implement a youth strategy

Build a healthier and safer community

- Support the provision of community security services and facilities
- Advocate for mental health and social support services
- Continue and improve provision of in-home care services

Existing strong community spirit and pride is fostered, promoted and encouraged

- Develop and activate Sport and Recreation Master Plan
- Engage and support community groups and volunteers
- Facilitate and support community events
- Provide improved community facilities (eg library/recreation)
- Encourage and support continued development of arts and culture

Cultural and heritage diversity is recognised

- Maintain and enhance heritage assets
- Support our Narrogin cultural and indigenous community

A broad range of quality education services and facilities servicing the region

- Advocate for increased education facilities for the region
- Advocate for and support increased education services

ENVIRONMENT



Conserve, protect and enhance our natural and built environment...

A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

Effective waste services

- Support the provision of waste services

Efficient use of resources

- Increase resource usage efficiency

A well maintained built environment

- Improve and maintain built environment

CIVIC



Continually enhance the Shire's organisational capacity to service the needs of a growing community...

An efficient and effective organisation

- Continually improve operational efficiencies and provide effective services
- Continue to enhance communication and transparency

An employer of choice

- Provide a positive, desirable workplace

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Please note that meetings may be recorded for minute taking purposes.

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ORDINARY COUNCIL MEETING

23 FEBRUARY 2022

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:02 pm.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Mr L Ballard – Shire President (Presiding Member)
Cr G Broad – Deputy Shire President
Cr R McNab
Cr M Fisher
Cr B Seale
Cr J Pomykala
Cr T Wiese
Cr T Alexander
Cr J Early

Staff

Mr D Stewart – Chief Executive Officer
Mr A Awang – Executive Manager Development & Regulatory Services
Mr T Evans – Executive Manager Technical & Rural Services
Mr F Ludovico – Executive Manager Corporate & Community Services
Ms V Ward – Executive Assistant

Leave of Absence

Nil

Apologies

Nil

Absent

Nil

Visitors

Seven (7) visitors were in attendance.

3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA

Pursuant to section 5.69(3) of the Local Government Act 1995, approval was sought from the Minister for Local Government to allow all declaring Elected members who declared in relation to Item 10.1.1 of the agenda, Final Adoption – Shire of Narrogin local Planning Scheme No. 3, to participate in discussion, debate and vote on and to enable a quorum to be achieved.

The Department provided approval to participate in writing by way of letter dated 23 February 2022 for the following disclosing members: Mr L Ballard, Cr G Broad, Cr T Alexander, Cr J Early, Cr M Fishers, Cr B Seale, Cr T Wiese and Cr J Pomykala to fully participate in the discussion and decision making. Approval was granted for Cr R McNab to fully participate in the discussion and decision making with the exception of Part 1(u) of the Officers recommendation. A copy of that letter was provided via email to all Elected Members by the Chief Executive Officer on 23 February 2022 and read aloud by the Chief Executive Officer at this meeting.

Name	Item No	Interest	Nature
Mr Leigh Ballard	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3.
Cr Graham Broad	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Roxanne McNab	10.1.1	Financial	Property owner (Joint that made submission into the Town Planning Scheme No 3
Cr Roxanne McNab	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Murray Fisher	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Brian Seale	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Joshua Pomykala	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Tim Wiese	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Tamara Alexander	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Jacqui Early	10.1.1	Proximity	Owner of property affected by the Shire of Narrogin Planning Scheme No 3
Cr Early	10.2.1	Impartiality	Employee at Main Roads

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

5.1 Mr Clive Bartron

The following questions have been received from Mr Clive Bartron:

1. Opening date for the Smith Street toilets. Will there be an official opening?
2. Current status of renovation work at the railway station and proposed finish date?
3. Commencement date for the Walk and Cycle Trail?
4. Have the draft plans for the Library extension been drawn yet. If not, what progress has been made with this project?
5. What stage are the plans for the new Homecare facility in Hale Street?
6. When are we likely to see the installation of the Park Naming Boards?
7. In the "Budget Snapshot 201-21-22" \$270,000 was listed as "Street Trees".

Taking into consideration that \$15,000 of possible Capital Expenditure (for Street Trees) was cut from the budget deliberations and promised from the Operating budget.

Would you please provide the following information:-

- How much has been spent so far this year purchasing trees?
 - How much is planned for purchasing trees this year?
 - Will these two total \$15,000?
8. Local Planning Scheme No,3 (Apologies about the very late submission/information)
These issues may have already been dealt with but I cannot find the current draft scheme on the Shires website.
 - Primary Distributor Roads
 - Proposed but not used section West of the new Northern section of the Great Southern Highway.
 - North Garfield Street and the 'old' section of the G.S.H.
 - Federal Street, from the Herald Street /Forrest Street intersection to the Southern roundabout.
 - Local Scheme Zone
 - The area contained by Mokine Road, Graham Road and Gibson Street (SAT decision 2021)
 - Special Control Areas (7)
 - Two of these areas are listed but not the other five. Is there a plan to list them on the Scheme?
 - Is SCA 7 still current?
 - SCA 3 & 4 remain incorrect-Kennels and Saleyard.

The Administration has provided the following responses, and these will be made available to Mr Bartron.

Response 1

By the end of February, the toilets should be opened. The Administration wasn't proposing to recommend to Council that there be an official opening ceremony, however once operable there will be a Facebook Post confirming that they are indeed 'open for business'.

Response 2

Due to substantial pressure on building trades, there has been significant delays with completion of the refurbishment. However, predominant works should be completed by the end of April 2022.

Response 3

The Trails project has been commenced, with a Request for Quote (RFQ) for signage having been let.

Response 4

The Administration has met with prospective architects on site and awaiting quotations to undertake the planning for the project. It is expected that an appointment will be made in early March, with plans available to elected members in April.

Response 5

Due to substantial cost variations relating to COVID and Building Trades pressures above budget, options for this project are currently being re-evaluated. The construction aspect of the project will not proceed this financial year.

Response 6

The Park Names Signage project is on track to be completed within the financial year, by 30 June 2022.

Response 7

- The \$270,000 allocation for trees in the Budget includes the following general provisions;
 - Request a Street Tree \$5,000;
 - Town Street vegetation management (watering, power lines, pruning etc.) \$45,000;
 - Street Tree Panting Project (Federal, Kipling and Earl Streets this year) \$20,000 (trees and labour/overheads and plant operating costs); and
 - Rural Tree Management \$200,000.
- The Administration expects that the full allocation for purchase and planting of trees in Federal, Kipling and Earl Streets will be expended by 30 June 2022.

Response 8

- Included in recommendation to Council to delete section of this road from the Scheme Map.
- Recommended to be reclassified as local road.
- Recommended to reflect the hierarchy classification of these Roads to local distributor.

- This property was the subject of a Scheme Amendment No. 37 to rezone the land from 'Rural' to 'General Industry'. The LPS 3 is to rezone the Area to 'Industrial Development' requiring a structure plan to be developed prior to subdivision. The smaller lots on Gibson, Mokine and Graham Roads are to be rezoned to 'Rural Enterprise' as recommended by the WAPC.
- All the other SCA's (SCA 8 and 9) are shown in Map 1 of 6.
- Yes, this is for the Narrogin Feedlots on Wanerie Road.
- Agreed, and the Administration has picked this issue up already in the Report in this agenda.

5.2 Trevor Williams

1. Does the Council have any influence, foreknowledge or otherwise of how Primary Health or the Health Officer decide whether or not 70, 80 & 90 year olds are capable of vigorous exercise, as they currently have to wear masks during their 1½ hour session?

The Chief Executive Officer advised that he would follow this up with the Environmental Health Officer and provide Mr Williams a written response.

5.3 Clive Bartron

1. Is there any more federal funding available due to the Covid 19 pandemic?

The Shire President advised that there was no additional funding available.

2. What is the status of the new Executive Manager Corporate and Community Services?

The Shire President advised that interviews were being conducted at the end of this week.

3. Are the results of the Chief Executive Officers Performance Review being released?

The Shire President advised that these details would not be released.

4. Are Bushfire Zones being included in the new Local Planning Scheme?

The Executive Manager Development & Regulatory Services advised that they did not need to be.

5. Would the Budget Review be presented at the March 2022 Meeting of Council?

The Chief Executive Officer advised that the budget review would be presented at the March meeting.

6. Does the budget review include the Capital and Operational?

The Chief Executive Officer advised that review was for both Capital and Operational.

5.4 Sam Baker

Mr Baker explained that he was a new Police Sergeant in Narrogin:

1. Some of the CCTV Cameras (in particular the camera near the Guardian Pharmacy) in town are obstructed by trees. Who is the best person to speak to in regard to this?

The Chief Executive Officer advised that the Executive Manager Technical and Rural Services and Executive Manager Corporate & Community Services were the best points of contact, the first in relation to pruning, the latter in relation to the perceived need for additional cameras.

2. Are any more cameras being funded?

The Executive Manager Corporate and Community Services advised that this would be considered as part of the budget process.

3. How do we request a light for the basketball courts in the park located at end of Fox Street?

The Chief Executive Officer advised that a request can be made for this to be considered during budget deliberations. A request form is available on the Shire's website. Submissions close on 31 March 2022. He also added that request for lighting of half-court basketball courts also had to consider the impact on the neighborhood from additional nighttime activity, which often was seen as negative by nearby residents with additional concerns about anti-social behaviors later into the night and glare. These issues had to be balanced.

5.5 Raylene Storey

1. Requested that Line Markings/Car Bay markings and new cross walks be installed at: Duke of York Hotel (Federal Street) between the Hospital and Nursing Home and at the Tuckerbox Deli and Narrogin Primary School.

The Chief Executive Officer advised that nothing had been resolved by Council to support these requests at this stage. The Shire President noted that he would request the request be referred to the Shire's Road Reference Group for advice on whether the Council should be supporting such additional crosswalks.

2. What was Council doing to attract a Clothing store to Narrogin?

The Shire President advised that this is a matter for private business and Council has no control over but does advocate to attract potential new businesses to the Shire.

5.6 Brian Praed

1. What was Council doing to attract a Dominoes/Subway to Narrogin?

The Shire President advised that this is a matter for private business and Council has no control over but does advocate to attract potential new businesses to the Shire.

6. APPLICATIONS FOR LEAVE OF ABSENCE

The next Council meeting is scheduled for 23 March 2022.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 Ordinary Council Meeting

OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 0223.001

Moved: Cr Broad

Seconded: Cr Pomykala

That the minutes of the Ordinary Council Meeting held on 15 December 2021 be confirmed as an accurate record of the proceedings.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Narrogin East Bush Fire - 6 February 2022

The Shire President gave an update in regards to the above noting that it was a fantastic effort by all the volunteers involved and a lot of volunteer hours have been contributed so far to the clean up. He added that the Shire of Narrogin Volunteer Bushfire Control Officers did a sterling job and that a joint Recovery Committee had been set up with the Shire's of Narrogin and Wickepin, with Councillor Seale as the Chair, and the Executive Manager Development & Regulatory Services, as the Recovery Coordinator.

The Shire President thanked all the volunteers involved to date and also thanked the Deputy Shire President, Cr Broad, for all of his support.

9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS

Nil

10. MATTERS WHICH REQUIRE DECISIONS

10.1 DEVELOPMENT AND REGULATORY SERVICES

Pursuant to section 5.69(3) of the Local Government Act 1995, approval was sought from the Minister for Local Government to allow all declaring Elected Members to participate in discussion, debate and vote on the following agenda item.

The following Elected Members declared their interests in accordance with the table at the front of the minutes: Mr L Ballard, Cr G Broad, Cr M Fisher, Cr B Seale, Cr J Pomykala, Cr T Wiese, Cr T Alexander and Cr J Early.

The Chief Executive Officer noted that the Minister had approved all declaring members to participate and vote, with the exception of Cr R McNab in relation to part 1(u) of the Officers recommendation.

10.1.1 FINAL ADOPTION - SHIRE OF NARROGIN LOCAL PLANNING SCHEME NO. 3

File Reference	18.6.2
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Item 10.2.538, October 2008 Item 10.2.745, 24 July 2012 Item 10.1.172, 15 December 2015 Res. 1215.213 Item 10.1.1, 28 July 2021 Res. 0721.004
Date	1 February 2022
Author	Azhar Awang – Executive Manager Development and Regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Draft Shire of Narrogin Local Planning Scheme No. 3 (LPS 3)2. Copy of Letter from WAPC dated 3 August 20173. Copy of letter from DWER dated 7 July 20214. WAPC Requested Modifications prior to Final Approval5. Schedule of Submissions

Summary

Council's consideration is requested in regard to the final adoption of the Shire of Narrogin Local Planning Scheme No. 3 (LPS 3), on the closure of the formal advertising period for public comments in accordance with regulation 22 of the Planning and Development (Local Planning Schemes) Regulations 2015.

Background

In 2008, the former Shire and Town of Narrogin resolved to modify and adopt the Town and Shire of Narrogin Joint Local Planning Scheme No. 3 subject to modifications and to formally submit the revised

documentation and plans to the Environmental Protection Authority (EPA) and the Western Australia Planning Commission (WAPC).

In 2009, the EPA advised that the scheme should not be formally assessed and provided a number of recommendations relating to environmental issues regarding existing land uses requiring separation distances, such as the piggery on Katta/Mokine Road (no longer operating), light Industry and other land uses which require a separation buffer.

In December 2011, the WAPC, granted its consent to advertise the joint Local Planning Scheme No. 3 and the Local Planning Strategy for public comment for a period of 90 days. Advertising closed in April 2012. At the conclusion of the advertising period, a total of 35 submissions were received. The main issues raised during the submission period were:

- Required buffer or separation distances from incompatible land uses such as:
 - Buffer requirement (500m) around the White Road Refuse site;
 - Buffer requirements around the Sale yards and the Kennels associated with the Veterinary Hospital at the northern end of Earl Street;
 - Waste Water Treat Plant Buffer;
 - Speedway;
 - Waste water and Water treatment plant;
 - Airfield;
- Narrakine Road Precinct to be developed as future Rural Residential subdivision;
- Lot 123 Old Golf Course to retain portion of the area as POS;
- Accommodation in the CBD, in the form of Multiple Dwellings;
- Increasing the Residential Density around the CBD area from R12.5 (Average 700m²) to R30 (Average 300m²) and R40 (Average 220m²);
- Heritage Protection;
- Rural Residential Development;
- Aged Persons Accommodation;
- Potable Water Supply; and
- Requirement for Structure Planning.

In July 2012, the report was provided to the former Shire and Town of Narrogin for their consideration including all submissions received during the advertising period. This was approved subject to conditions. Given the significant changes recommended, it was agreed to seek the permission from the WAPC to readvertise the scheme for further public comment.

In December 2015, the former Shire and Town of Narrogin considered the recommended amendments and resolved to support the recommendations subject to modifications.

In March 2017, a letter was sent to the WAPC incorporating the modifications as resolved by the former Shire and Town of Narrogin.

In August 2017, the WAPC wrote to the Shire requesting the Joint Local Planning Scheme No 3 and the Local Planning Strategy be amended as per the modifications listed in the attachment. The majority of modifications were requirements for the Scheme to be consistent with the model provisions in accordance with the newly adopted Planning and Development (Local Planning Schemes) Regulations 2015. The WAPC also requested that some of the Rural Living area proposed be removed from the plan due to the fact that there is significant land already marked for future Rural Living. The WAPC also requested the Local Planning Strategy modifications be undertaken prior to finalising the LPS 3.

In April 2019, the WAPC granted the Shire the support to advertise the Local Planning Strategy in accordance with Regulation 13 of the Regulations. The Local Planning Strategy was advertised for a period of 90 days, which closed on 2 September 2019.

In December 2019, the Council resolved to adopt the Local Planning Strategy for final approval, with modification, to the WAPC for its endorsement.

In July 2020, the WAPC endorsed the Local Planning Strategy.

Upon the endorsement of the Local Planning Strategy, on 23 March 2021, the Shire submitted its LPS 3 including the requested amendment as per the WAPC letter dated 3 August 2017, to the WAPC for its consideration for consent to advertise.

In May 2021, the Department of Planning, Lands and Heritage (DPLH), gave its consent for the LPS 3 to be advertised for public comment in accordance with regulation 22 of the Planning and Development (Local Planning Schemes) Regulations 2015 as per WAPC's decision dated 3 August 2017 (attachment 2). The changes requested are mainly administrative in nature (updating text) to reflect the model provisions of the Planning and Development (Local Planning Schemes) Regulations 2015. The DPLH also requested that the list of Modifications (attachment 4) is to be included as an addendum to the documents to be advertised prior to final approval.

On 7 July 2021, the Shire received a letter of response from DWER (attachment 3), stating – *“Consistent with the EPA’s 2009 advice for LPS3, for the purposes of Part IV of the Environmental Protection Act 1986 (EP Act) the scheme is defined as an ‘assessed scheme’ and no further consideration of LPS3 is required by the EPA.”*

On 28 July 2021, the LPS 3 was presented to Council seeking its consent for the purpose of public advertising. Council at that meeting resolved as follows:

“That with respect to the Draft Shire of Narrogin Local Planning Scheme No. 3 (LPS 3), for the purpose of public advertising, Council:

- 1. Support the public advertising of the draft LPS 3, including the modifications noted by Elected Members at the Council Briefing Session in July 2021 and the Schedule of Modifications requested by the Department of Planning, Lands and Heritage, in accordance with the procedures as outline in regulation 22 of the Planning and Development (Local Planning Schemes) Regulations 2015 for a period of 90 days.*
- 2. At the conclusion of the advertising period, all submissions received will be presented to Council for its further consideration.”*

Public advertising was undertaken for a period of 90 days, commencing on 19 August 2021 and closed on 22 November 2021. The public advertising included advertising through the Narrogin Observer, the Shire's website and Facebook. A hard copy of the Draft Local Planning Strategy document was also provided at the front counter of the Shire's Administration Building and the RW (Bob) Farr Memorial Library.

Referral letters were also sent to the following Agencies:

- Department of Planning, Lands and Heritage;
- Department of Education;
- Department of Water and Environmental Regulation;

- Department of Fire and Emergency Services;
- Department of Finance;
- Environmental Protection Authority;
- Main Roads WA;
- Department of Primary Industries and Regional Development;
- Department of Biodiversity, Conservation and Attractions;
- Department of Communities;
- Department of Local Government, Sport and Cultural Industries;
- Department of Mines, Industry Regulation and Safety;
- Department of Jobs Tourism, Science and Innovation;
- Public Transport Authority;
- Tourism WA;
- Wheatbelt Development Commission;
- Development WA;
- Department of Health;
- Western Power;
- Water Corporation;
- Shire of Cuballing;
- Shire of Williams;
- Shire of Wagin;
- Shire of Wickepin;
- Shire of West Arthur;
- South West Aboriginal Land and Sea Council;
- Narrogin Chamber of Commerce; and
- Dryandra Country Visitor Centre.

Information Brochures were sent to all property owners included in the annual rates mail out as well as Frequently Ask Questions (FAQ's) placed on the Shire's website.

The Shire also held two (2) public information sessions, one in Highbury (20 October 2021) and the other at the John Higgins Centre (21 October 2021). Unfortunately, there was no public attendance at the Highbury Information session and there was a total of six (6) member of the public that attended the session in Narrogin.

At the conclusion of the advertising period (22 November 2021), 16 submissions were received, and these submissions have been included in the Schedule of Submissions attached to this report (Attachment 5).

Consultation

The Draft LPS 3 was presented to the July 2021, Council Monthly Briefing session.

Public advertising was undertaken in accordance with Regulation 22 of the Planning and Development (Local Planning Schemes) Regulations 2015, which states:

"22. Advertisement of Local Planning Scheme

- (1) *Subject to sections 81 and 82 of the Act, if the Commission advises a local government that it is satisfied that a draft local planning scheme submitted by the local government is suitable to be*

advertised, the local government must, as soon as is reasonably practicable, prepare a notice in a form approved by the Commission giving details of —

(a) the purpose of the draft scheme; and

(b) how the draft scheme is to be made available to the public in accordance with regulation 76A; and

(c) the manner and form in which submissions may be made; and

(d) the period under sub regulation (3) for making submissions and the last day of that period.

(2) On completion of the preparation of the notice, the local government must advertise the draft local planning scheme for public inspection as follows —

(a) publish in accordance with regulation 76A —

(i) the notice; and

(ii) the draft local planning scheme;

(b) give a copy of the notice to each public authority that the local government considers is likely to be affected by the draft local planning scheme;

(c) advertise the draft local planning scheme as directed by the Commission and in any other way the local government considers appropriate.

(3) The period for making submissions on a draft local planning scheme is —

(a) the period of 90 days after the day on which the notice is first published under sub regulation (2)(a)(i); or

(b) a longer period approved by the Commission.”

Under Part 4 Regulation 25 of the Planning and Development (Local Planning Schemes) Regulations 2015, the consideration period in relation to the draft local planning scheme means the period ending on the day that is 120 days after the end of the submission period for the draft scheme. Regulation 25(2) and (3) further states:

“(2) The local government —

(a) must consider all submissions on a draft local planning scheme lodged with the local government within the submission period; and

(b) may, at the discretion of the local government, consider submissions on a draft scheme lodged after the end of the submission period but before the end of the consideration period.

(3) Before the end of the consideration period for a draft local planning scheme, or a later date approved by the Commission, the local government must pass a resolution —

(a) to support the draft scheme without modification; or

(b) to support the draft scheme with proposed modifications to address issues raised in the submissions; or

(c) not to support the draft scheme.”

Statutory Environment

Sections of the Acts, Regulations and/or Local Laws that apply to this item include:

- Planning and Development (Local Planning Schemes) Regulations 2015, Part 4 – Preparation or adoption of local planning schemes.
- Planning and Development Act 2005.
- Shire of Narrogin Local Planning Strategy.

Policy Implications

The Council’s Community Engagement Policy (1.14) has been adhered to as well as those requirements outlined in Regulation 13 of the Planning and Development (Local Planning Scheme) Regulations 2015.

Financial Implications

The 2021/22 Draft Budget includes provision of \$20,000 to finalise the scheme, inclusive of consultant’s fees and advertising of the LPS3 in the Government Gazette.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027

Objective	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Strategy:	1.1.2	Promote Narrogin and the Region
Outcome:	1.2	Increased Tourism
Strategy:	1.2.1	Promote, develop tourism and maintain local attractions
Outcome:	1.4	Agriculture opportunities maintained and developed
Strategy:	1.4.1	Support development of agricultural services
Objective	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.4	Cultural and heritage diversity is recognised
Strategy:	2.4.1	Maintain and enhance heritage assets
Objective	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.1	A preserved natural environment
Strategy:	3.1.1	Conserve, enhance, promote and rehabilitate the natural environment
Outcome:	3.2	Effective waste services
Strategy:	3.2.1	Support the provision of waste services

Comment/Conclusion

The Draft Local Planning Scheme No. 3 is a joint scheme of the former Shire and Town of Narrogin under the new entity – Shire of Narrogin. The LPS3 is a statutory document that sets out the way the land is to be developed including zoning and use classifications, the rules and requirements that control land use and development and the process that must be followed to obtain development approval.

The objectives of the draft LPS 3 are to:

- Set out the Shire's planning aims and intentions for the Scheme area;
- Set aside land as local reserves and public purposes;
- Zone land within the Scheme area for the purposes defined in the Scheme;
- Control and guide development including processes for the preparation of structure plans, activity centre plans and local development plans;
- Set out procedures for contributions to be made for the costs of providing infrastructure in connection with development through development contribution plans;
- Make provisions for the administration and enforcement of the scheme; and
- Address other matters set out in Schedule 7 of the Planning and Development Act.

The DPLH, also requested that the schedule of modifications (Attachment 4) is advertised alongside the LPS 3 as an addendum. The modifications are broadly for the purpose of aligning the document with the Planning and Development (Local Planning Scheme) Regulations 2015, including the Planning Regulations Amendment Regulation 2020, the Shire of Narrogin Local Planning Strategy and any local planning scheme amendments which may be considered prior to final adoption.

At the Council Monthly Briefing Session in July 2021, there were several minor textual / mapping errors that will need to be taken into consideration prior to final approval of the Draft LPS 3.

These included:

- The new alignment of the Great Southern Highway of the Northern section of the Narrogin Link Road;
- The location of the Sale yards buffer (SCA 3) to be accurately reflected over the property;
- References to the Local Scheme Reserves on existing education establishment; and
- Schedule 7, SCA 2, comments to reflect the Development requirements that no subdivision will be permitted until such as time as the landfill site is no longer required.

Submissions

At the conclusion of the public advertising period a total of 16 submissions were received and these are included in the Schedule of Submissions in Attachment 5.

The submissions received can be summarised as follows:

- Requirements to include development control provisions and the purpose for Wastewater Treatment Plant Control Buffer in the Special Control Area (SCA5).
- The proposed up-coding of landholdings from R12.5 to R40 along Clayton Road, Federal Street, Gordon Street, Grant Street, Brown Street and Earl Street, are in an area on known sewer capacity constraints and the current sewer networks will not likely be able to support the proposed density

increased, until these investigations have been completed and the necessary sewer upgrades have been identified.

- Concern with proposed Rural Residential Areas south of Narrogin along Granite Road, Narrakine Road South and Graham Road which are located outside the current townsite water scheme and will require further investigations if these areas can be serviced with water.
- Industrial development areas along Graham Road and Mokine Road are outside the current Narrogin Wastewater scheme.
- Land acquired by Water Corporation adjoining the Waste Water Treatment plant, Range Road and McBeath Road to be rezoned to Public Purposes - Infrastructure Services.
- Requirement to designate the rock aggregate at Lot 202 Quarry Road and gravel resources at Reserve 7529 Quarry Road as Significant Geological Supply under SPP 2.4 (Basic Raw Materials) and to create a Special Control Area with a 1000m separation buffer distance.
- Protection of the East Highbury nature reserve north of the Highbury Townsite as Conservation Reserve.
- Concern about the ongoing industrial activity on Fairway Street and the adverse impact to the existing Residential use at 52 Fairway Street.
- Requirement for a buffer to protect watercourses, drainage systems, creek lines, water ways including groundwater.
- Additional development requirements due to risks associated with flooding, drainage, water resource protection and foreshore management.
- No reference to the provision of 'fit for purpose' water supply and include provision for non-potable water supply.
- Include reference to Government Sewerage Policy for all developments for effluent disposal.
- Impact to Special Control Area (SCA 7) for feedlot on Katta Road for Rural Residential Development and subdivision.
- Supplemental provisions in Schedule A for Horse Stable and Rural pursuit to include the stocking rate of Dry Sheep Equivalent (DSE) as per the DPIRD Stocking Rate Guidelines for Rural Small Holdings.
- Rezoning of Lot 40 Wiese Road for the purpose of Special Rural.
- Requirement for development that are not accessible to deep sewerage to include suitable onsite wastewater management.
- Addressing the potential risk of mosquitos' habitats and mosquitos borne disease through better development design requirements.
- Reference to enhancing the public health of the community, disaster preparedness and recovery management, through land use planning for natural hazards.
- Rezoning Lot 39 Ensign Street to R30 to allow subdivision.
- Create a new Special Control Area for the Water Treatment Plan at the Bottlecreek facility.
- Requirements for development to comply with the State Planning Policy 3.7 – Planning in Bushfire Prone Areas.

- Requirement for development accessing major road to be referred to Main Roads for comment.
- Any signage designed to be visible from a road under Main Roads WA responsibility should not be exempted from requiring development approval.
- Amend the Roads classification in the Scheme Maps to reflect the road hierarchy.

The details of the submissions received are included in Attachment 5 and provide the officers comments and recommendation to each of the issues raised in the submissions.

Western Australian Planning Commission (WAPC)

The WAPC in its list of modifications, introduce a new zone – ‘Rural Enterprise’ zone for the properties on Lots 4 and 5 Gibson Street, Lot 1, 3, 15 and 16 Mokine Road and the western portion of Lot 20 Graham Road, including the objectives and development provisions for this zone. The following are the suggested permissibility land use for Rural Enterprise zone.

P	Art gallery; caretaker’s dwelling; home business; home occupation; home office; industry-cottage; industry-light; rural home business; single dwelling, car park, office
D	Club premises; commercial vehicle parking; community purpose; garden centre; motor vehicle repair.
A	Animal establishment; funeral parlour; recreation-private; resource recovery centre; telecommunications infrastructure; transport depot; veterinary centre; warehouse/storage.
X	All other uses.

It is noted that ‘Art Gallery’ is not specifically defined in the Land use definition and rather than creating a new land use definition, amend ‘Art gallery’ to ‘Exhibition Centre’ which include Art gallery under its land use definition.

Recommendation: Amend Art Gallery to Exhibition Centre.

It is also noted that Industry – Cottage is not defined in the LPS 3 and therefore it is recommended that this be included in the land use definitions to read as follow:

Industry – Cottage means a trade or light industry producing arts and crafts, goods, which does not fall within the definition of a home occupation and which:

- does not cause injury to or adversely affect the amenity of the neighbourhood;
- where operated in a residential zone, does not employ any person other than a member or the occupier’s household;
- is conducted in an out building which is compatible with the principal uses to which the land in the zone in which it is located may be put;
- does not occupy an area in excess of 50 square metres; and
- does not display a sign exceeding 0.2 square metres in area.

Recommendation: Include Industry – Cottage, in the land use definitions in the LPS 3 as defined above.

Water Corporation

The Water Corporation has recommended that additional purposes be included for SCA5 in schedule 7 for the Wastewater Treatment Plant as follow:

- To ensure compatibility of land use and development with wastewater Infrastructure.
- To avoid incompatible or odour sensitive land use or development being established within the odour buffer.
- To protect the long-term operation of the treatment plant which provides an essential service to the community through the treatment, reuse and safe disposal of the town's treated waste water.

To the east of the Wastewater Treatment Plant, the Water Corporation owns this property (Lot 335 Yilliminning Road) and recommends that this land be zoned to Public Purposes – Infrastructure Services in order to provide the required buffer to the existing Wastewater Treatment Plant.

The Water Corporation has also acquired land at Lot 285 corner of Range Road and McBeath Road to accommodate a future water pump station and is recommending that the land be zoned to 'Public Purposes – Infrastructure Services'.

Recommendation:

- That the above purposes to be included in Schedule 7 under SCA5.
- Lot 335 Yilliminning Road and Lot 285 corner of Range Road and McBeath Road be zoned to 'Public Purposes – Infrastructure Services'.

The Water Corporation in its submission raised concerns regarding its ability to accommodate future development expansion, as the current sewer network will not likely be able to support the proposed density increase due to existing capacity constraints. According to the Water Corporation, a major waste water conveyance review will need to be undertaken. The areas of concerns are Clayton Road, Gordon Street, Grant Street, Hansard Street, Doney Street and Earl Street, which are proposed to increase the residential density from R12.5 (average lot size of 800m² per dwelling) to R30 (average lot size of 300m² per dwelling) and R40 (average lot size of 220m² per dwelling).

Most of the properties that have been proposed to increase the residential density are already developed and contain a single dwelling and may take some time for additional dwelling to be constructed. There are two vacant properties that have been identified as having Higher Density Coding greater than R12.5, which have the potential to be developed to grouped dwellings:

- Lot 874 (49) corner of Clayton Road and Johnston Street (R40); and
- Lot 2 (66) Earl Street (R50).

The Water Corporation has the ability to on charge the property owners for headworks contribution for connection to the existing sewer and water services. This would allow the Water Corporation to undertake the design works to increase its existing capacity to allow the intensification of the development within the proposed area.

Department of Mines, Industry Regulation and Safety Resource and Environmental Regulation (DMIRS)

DMIRS has identified rock aggregate quarry located within Lot 202 Quarry Road and Gravel on Reserve 7529 Quarry Road, which are of significant basic raw materials and therefore need to be identified in the Scheme Map as a Significant Geological Supply in accordance with State Planning Policy 2.4. DMIRS also requested that a 1000m buffer be applied over the properties and that the following Purposes and Development Requirements be included as a new Special Control Area (SCA 10) in Schedule 7.

SCA No.	Description of Land	Purpose	Development Requirements
SCA 10	Various Landholdings within 1000m of Lot 202 and lot 171 (Reserve 7529) Quarry Road, Minigin.	Recognise the Land Use Buffer Zone associated with the Significant Geological Supply (Rock Aggregate/Gravel).	No habitable building shall be located within the identified land use buffer. Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under section 70A of the Land Transfer Act advising of the existence of the quarry and the potential impacts of the operation during its use

Recommendation:

- Include a new Special Control Area (SCA 10) in Schedule 7 as per the above Table.
- Amend the Scheme Map No.1 to include the 1000m buffer around the new SCA 10.

Highbury Townsite

Under the Shire of Narrogin Local Planning Strategy, the property on the north eastern corner of Wilson Street, in the Highbury Townsite is identified as 'Rural Townsite' with a designation as a *Tourist Attraction (Wildflower) for further investigation for conservation purposes*. The submission from a member of the public recognised the site as hotspot for wildflowers and recommend that the site is rezoned to 'Environmental Conservation' as a Nature Reserve.

As the property is consistent with the Local Planning Strategy, it is recommended that the proposal be supported.

Recommendation:

Rezone the north eastern corner of Wilson Street, Highbury from "Rural Townsite" to "Environmental Conservation - Nature Reserve".

52 Fairway Street

52 Fairway Street is zoned 'Other Commercial' under the Former Town of Narrogin Local Planning Scheme No 2. The proposed Local Planning Scheme is to rezone the area on Fairway Street as Service Commercial, which is primarily for commercial activities.

The property owners have requested that the property be rezoned to Residential to allow them to continue using the land for residential purposes.

Under the Local Planning Scheme, the exiting land use can legally continue as Residential use, however, the surrounding land and the amenity of the area may not be suitable for future residential use to coexist with the surrounding Service Commercial activity. There are two possible options:

1. Include the property in schedule 2 as Additional Use - Residential Use with conditions stipulating that no extension or change of use without the prior development approval of the local government.
2. Include the residential use of the property as a Non-Conforming use in the register to allow the continued use of the land in accordance with clause 3.7 of this scheme.

Recommendation:

Include 52 Fairway Street as a non-conforming use in the Non-conforming use register in accordance with clause 3.7 of the LPS 3.

Department of Water and Environmental and Regulation (DWER)

DWER in its submission raises the requirements for buffer zones, where there is specific reference to watercourses, drainage system, creek lines, waterways, including groundwater so as to allow Council the ability to protect the riparian vegetation, where necessary.

DWER also recommended that additional development requirements be considered to address the risks associated with flooding, drainage, water resource protection and foreshore management.

As there is no reference to provision for 'fit for purposes' water supply, DWER recommended that clause 4.35 Potable Water Supply be amended to include reference to Non-Potable Water Supply.

With the current Government Sewerage Policy, DWER recommended that this be included in reference to Effluent Disposal.

Recommendation:

Amend Part 3 dot point 3 under Rural zone Objectives with the following:

“To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies (including groundwater), and their buffers, to protect sensitive areas especially the natural valley and watercourse systems from damage.”

Include the following new clauses in Part 4 – General Development Requirements:

4.38 Flooding

- 4.38.1 The local government may require an application for development that is related to flood prone land to be supported by an assessment that proves the proposed development:
 - a. has adequate flood protection;
 - b. maintains the free passage and/or temporary storage of flood waters; and
 - c. does not result in an unacceptable increase in flood risk for other land or infrastructure in the general area.
- 4.38.2 An application for development for habitable buildings, which means a building designed primarily for housing and/or overnight accommodation for persons in flood prone land, must ensure the minimum habitable floor level is at least 0.5 metres above the adjacent 1 in 100 flood (1% Annual Exceedance Probability) levels.

4.39 Drainage

- 4.39.1 The Local Government requires that structure plans include efficient drainage that manages stormwater and the volume, timing and quality of runoff.
- 4.39.2 Structure plan conditions may include the removal of pollutants and nutrients from surface water and groundwater discharges from the subject land in accordance with the 'Decision process for stormwater management in Western Australia, DWER, 2017'.

4.40 Water Resource Protection

- 4.40.1 The local government may request that development applications include the identification, protection and management of significant water-dependent ecosystems, including wetlands and waterways.
- 4.40.2 When determining applications for development approval, the Local Government may:
 - a. consider the protection of existing water courses, vegetation corridors, agricultural production, and mitigation of wind erosion, waterlogging and salinity;
 - b. require drainage management plans as a condition on any development approval, to ensure that the rate, quantity and quality of water leaving the subject land will not cause adverse impacts; and
 - c. require development applications to identify control mechanisms required to regulate and manage land uses to minimise the risk of pollution to water resources.

4.41 Foreshore Management

- 4.41.1 Where a local structure plan includes or abuts a waterway or wetland, the local government may require a Foreshore Management Plan or Wetland Management Plan to be prepared to support the plan.
- 4.41.2 The aforementioned plans must be developed concurrently with a Bushfire Management Plan.

Amend heading of clause 4.35 to Water Supply.

Amend clause 4.35.1 as follow:

4.35.1 Potable Water Supply

- a. In areas where scheme water is readily available, all development is required to be connected to that scheme water supply.
- b. For new Residential, Rural-Residential, Industrial and Commercial subdivisions connection to the Water Corporations reticulated water supply will be required.
- c. Where for Rural-Residential subdivision it is not practical or reasonable for lots to connect to a reticulated water supply, alternative potable water supply arrangements may be considered.

- d. In areas where scheme water is not readily available, all development is required to be provided with drinking water supply in accordance with the standards specified in the Australian Drinking Water Guidelines 1996.

Insert clause 4.35.2 as follow:

4.35.2 Non-Potable Water Supply

- a. The local government may approve the use of fit-for-purpose water, wastewater recycling and reuse, and prescribe its availability for non-potable use, including public open space management.
- b. The local government may identify a secure fit-for-purpose water supply that conserves potable water, minimises wastewater and re-uses all forms of water, including stormwater.
- c. The local government may require development applications to include fit-for-purpose water supply.

Amend clause 4.36.1 as follows:

Development must provide for effluent disposal in accordance with the requirements of the current Government Sewerage Policy.

Amend clause 4.36.2 as follows:

Any development must be connected to deep sewerage, or comply with the State Government Sewerage Policy, which recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply linked to the management priority of the site.

Amend clause 4.37.1 as follows:

The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the 'Environmental Protection (Clearing of Native Vegetation) Regulations 2004' or the clearing is exempt under the Regulations, or Schedule 6 of the 'Environmental Protection Act 1986'.

Amend Schedule 4 – Special Use Zones for SU5 part 1(i) as follows:

(i) The provision of potable reticulated water and onsite wastewater disposal according to the current Government Sewerage Policy;

Amend Schedule 4 – Special Use Zones for SU5 part 2 as follows:

2. Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water and Environmental Regulation. Stormwater drainage shall be contained on-site to the satisfaction of the local government.

Amend Schedule 4 – Special Use Zones for SU5 part 4 as follows:

4. Prior to subdivision or development, a bushfire management plan is to be prepared and approved concurrently with any revegetation plan.

Amend Schedule 4 – Special Use Zones for SU5 part 5 as follows:

5. *Development on the site being provided with an onsite effluent disposal system according to the requirements of the current Government Sewerage Policy, to the satisfaction of the local government and the Department of Health.*

Amend Schedule 5 – Rural Residential Zones & Provisions as follows:

- RR1 and RR2 insert in part 5 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.
- RR3 insert in part 4 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.
- RR4 insert in part 7 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.
- RR5 insert in part 6 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.
- RR6 insert in part 9 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.

Amend Schedule 7 – Special Control Areas (SCA 1) to insert the following:

The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.

Department of Primary Industries and Regional Development (DPIRD)

DPIRD suggested that the keeping of animals needs to be consistent with the stocking rate system that relates to 'dry sheep equivalent' or how many dry (non-lactating) sheep can be kept year round on the land without soil degradation and with only minimum handfeeding. Using this stocking rates systems allows for different types of grazing animals.

Recommendation:

Amend Schedule A – Supplemental Provisions under Horse Stable by replacing dot point 1 as follow:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.
- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

Amend Schedule A – Supplemental Provisions under Rural Pursuit by replacing dot point 3 as follows:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.

- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

Lot 40 Wiese Road

In 2007, Gray & Lewis Land Use Planners, submitted Land Capability Assessment Report on behalf of the property owners at Lot 40 Wiese Road. The proposal was developed the property creating 24 lots ranging from 1 hectare to 2 hectare as Rural Living. The Land Capability Report concluded that the major portion of the land has a fair or better capability of sustaining the proposed form of development and the risk of degradation to land and water resources is minimal subject to site responsive subdivision design.

Although the Shire had supported the proposal, the WAPC had refused to allow further Rural Living until such time as the existing Rural Land had been developed.

Recommendation:

It is recommended that Council submit the Land Capability Report for the property at Lot 40 Wiese Road to the WAPC for its further consideration.

Lot 39 Ensign Street

The property owner has made a submission requesting the rezoning of the subject property from R12.5 to R30, to allow subdivision.

The property currently has two dwellings with a total area of 1328m², which would allow for a subdivision as R30. The proposed rezoning is consistent with the approved Local Planning Strategy as R30 property. Furthermore, the property is a corner lot and would be ideal for subdivision given that there are currently two dwellings on site.

Recommendation:

Support the designation of Lot 897 (No. 39) Ensign Street as R30.

Shire of Williams

The Shire of Williams has made a submission noting that the Water Corporation Water Treatment Facility near Bottlecreek Place is referred to as SCA5, which is also for the Waste Water Treatment Plan located on the eastern part of Narrogin on Palmer Road. These are two separate facilities and for different purposes and therefore will require a separate Special Control Area.

Recommendation:

Include new Special Control Area (SCA 11) in Schedule 7 as follows:

Description of Land – Various Landholdings within the 200m Land Use Buffer Zone for the Narrogin Water Treatment Plant at Lot 19 Bottlecreek Place, Narrogin.

Purpose - Recognise the Land Use Buffer Zone associated with the Narrogin Water Treatment Plant.

Development Requirements - No further subdivision of land is permitted.

Development is restricted to a single dwelling only.

Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.

Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under Section 70A of the Land Transfer Act advising of the existence of the Water Treatment Plant and the potential impacts of the operation during its use.

Main Roads WA

Main Roads WA in its submission made reference to clause 4.29 – Traffic Entrances and clause 4.33 – Development adjoining Primary Distributor Roads, seeking confirmation as to the referral process for seeking Main Roads comment for development with access to a major road. The practice for development application where direct access is on to a Major Road, which is under the jurisdiction of Main Roads, the process will require a referral to Main Roads WA prior to issuing a development approval. Currently, clause 4.29 does not make reference for development approval to be referred to Main Roads.

Recommendation:

Insert a new clause 4.29.4:

The Council shall refer an application for development for vehicular access on land designated as a Primary Distributor Roads to the Main Roads WA for comment and shall have regard to that Department's comments in considering the application.

Scheme Maps

As a result of the above submissions, the following are the recommended changes to the Scheme Maps.

Recommendation:

- Amend the Scheme Maps to show Narrakine Road and Herald Street to District Distributor Road (Blue colour).
- Amend the Scheme Maps to show Garfield Street from Bannister Street to the new alignment of Northam Cranbrook Road (Great Southern Highway) as a local road (no colour).
- Amend the Scheme Maps to show Forrest Street from Northam Cranbrook Road (Great Southern Highway) to Federal Street as a local distributor road.
- Amend the Scheme Maps to show Federal Street from Forrest Street to Northam Cranbrook Road (Great Southern Highway) as a local distributor road.
- Amend the Scheme Maps to remove section of the Primary Distributor Road to the west of the dedicated Great Southern Highway.
- Amend the Sale yards buffer (SCA 3) to be accurately reflected over the properties - Lots 2, 4 and 6 Earl Street.
- Insert References to the Local Scheme Reserves on existing education establishment
- Include Additional Use (A1-A12) as per Schedule 2 in the Scheme Map
- Amend the zoning of 73 Northwood Street to Residential R12.5.
- Amend the zoning of Lot 3 Booth Street (Western Power) to 'Public Purposes - Infrastructure Services'

As outline above and in the Schedule of Submissions (attachment 5), after reviewing its content in light of changes to legislation, policy framework, best practices and its practical application, it is

recommended that the Council supports the final adoption of the Shire of Narrogin Local Planning Scheme No 3, subject to modifications.

In summary the process from Council’s resolution to finally adopt the Scheme is as follows:

- Resolution of Council to be referred to WAPC officers for consideration;
- The WAPC meets to determine the modifications and accepts or requests additional information or rejects them;
- Officers to modify the Scheme accordingly and refer back to Council if required;
- The WAPC considers the final documentation and resolves to endorse it; and
- The Shire gazettes the Scheme and it becomes the predominant local statutory document relating to land use planning in the Shire from the date of gazettal.

This process is likely to take a minimum of four (4) months and realistically six (6) to eight (8) months.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to the final adoption of the Shire of Narrogin Local Planning Scheme No. 3 (LPS 3), Council:

1. Pursuant to section 25 (3) Division 2 Part 4 of the Planning and Development (Local Planning Schemes) Regulations 2015, adopt the Shire of Narrogin Local Planning Scheme No. 3 as contained within Attachment 1 including the following Modifications:

(a) introduce a new zone – ‘Rural Enterprise’ for the properties on Lots 4 and 5 Gibson Street, Lots 1, 3, 15 and 16 Mokine Road and the western portion of Lot 20 Graham Road, including the objectives and development provisions for this zone. The following are the permissibility land use for Rural Enterprise zone.

P	Exhibition centre; caretaker’s dwelling; home business; home occupation; home office; industry-cottage; industry-light; rural home business; single dwelling, car park, office.
D	Club premises; commercial vehicle parking; community purpose; garden centre; motor vehicle repair.
A	Animal establishment; funeral parlour; recreation-private; resource recovery centre; telecommunications infrastructure; transport depot; veterinary centre; warehouse/storage.
X	All other uses.

(b) Include Industry – Cottage as a land use definition in Schedule 1 to read as follows:

Industry – cottage means a trade or light industry producing arts and crafts, goods, which does not fall within the definition of a home occupation and which:

- (i) does not cause injury to or adversely affect the amenity of the neighbourhood;
- (ii) where operated in a residential zone, does not employ any person other than a member or the occupier's household;
- (ii) is conducted in an out building which is compatible with the principal uses to which the land in the zone in which it is located may be put;
- (iv) does not occupy an area in excess of 50 square metres; and
- (v) does not display a sign exceeding 0.2 square metres in area.

The following are the permissibility land use for Industry - Cottage zone.

P	Rural Enterprise Zone.
D	Rural Townsite, Rural Residential, Rural Smallholdings, Rural.
A	Residential.
X	All other uses.

(c) Additional purposes be included for SCA5 in schedule 7 for the Wastewater Treatment Plant as follows:

- To ensure compatibility of land use and development with wastewater Infrastructure.
- To avoid incompatible or odour sensitive land use or development being established within the odour buffer.
- To protect the long-term operation of the treatment plant which provides an essential service to the community through the treatment, reuse and safe disposal of the town's treated waste water.

(d) Lot 335 Yilliminning Road and Lot 285 corner of Range Road and McBeath Road be zoned to 'Public Purposes – Infrastructure Services'.

(e) Include a new Special Control Area (SCA 10) in Schedule 7.

SCA No.	Description of Land	Purpose	Development Requirements
SCA 10	Various Landholdings within 1000m of Lot 202 and lot 171 (Reserve 7529) Quarry Road, Minigin.	Recognise the Land Use Buffer Zone associated with the Significant Geological Supply (Rock Aggregate/Gravel).	No habitable building shall be located within the identified land use buffer. Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under section 70A of the Land Transfer Act advising of the existence of the quarry and the

			potential impacts of the operation during its use.
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(f) Rezone the north eastern corner of Wilson Street, Highbury from “Rural Townsite” to “Environmental Conservation - Nature Reserve”.

(g) Include 52 Fairway Street as a non-conforming use in the Non-conforming use register in accordance with clause 3.7 of the LPS 3.

(h) Amend Part 3 dot point 3 under Rural zone Objectives with the following:

To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies (including groundwater), and their buffers, to protect sensitive areas especially the natural valley and watercourse systems from damage.

(i) Include the following new clauses in Part 4 – General Development Requirements:

4.38 Flooding

4.38.1 The local government may require an application for development that is related to flood prone land to be supported by an assessment that proves the proposed development:

- a. Has adequate flood protection;
- b. Maintains the free passage and/or temporary storage of flood waters; and
- c. Does not result in an unacceptable increase in flood risk for other land or infrastructure in the general area.

4.38.2 An application for development for habitable buildings, which means a building designed primarily for housing and/or overnight accommodation for persons in flood prone land, must ensure the minimum habitable floor level is at least 0.5 metres above the adjacent 1 in 100 flood (1% Annual Exceedance Probability) levels.

4.39 Drainage

4.39.1 The Local Government requires that structure plans include efficient drainage that manages stormwater and the volume, timing and quality of runoff.

4.39.2 Structure plan conditions may include the removal of pollutants and nutrients from surface water and groundwater discharges from the subject land in accordance with the ‘Decision process for stormwater management in Western Australia, DWER, 2017’.

4.40 Water Resource Protection

4.40.1 The local government may request that development applications include the identification, protection and management of significant water-dependent ecosystems, including wetlands and waterways.

4.40.2 When determining applications for development approval, the Local Government may:

- a. Consider the protection of existing water courses, vegetation corridors, agricultural production, and mitigation of wind erosion, waterlogging and salinity;
- b. Require drainage management plans as a condition on any development approval, to ensure that the rate, quantity and quality of water leaving the subject land will not cause adverse impacts; and
- c. Require development applications to identify control mechanisms required to regulate and manage land uses to minimise the risk of pollution to water resources.

4.41 Foreshore Management

4.41.1 Where a local structure plan includes or abuts a waterway or wetland, the local government may require a Foreshore Management Plan or Wetland Management Plan to be prepared to support the plan.

4.41.2 The aforementioned plans must be developed concurrently with a Bushfire Management Plan.

(j) Amend heading of clause 4.35 to Water Supply and insert the following:

Amend clause 4.35.1 as follows:

4.35.1 Potable Water Supply

- a. In areas where scheme water is readily available, all development is required to be connected to that scheme water supply.
- b. For new Residential, Rural-Residential, Industrial and Commercial subdivisions connection to the Water Corporations reticulated water supply will be required.
- c. Where for Rural-Residential subdivision it is not practical or reasonable for lots to connect to a reticulated water supply, alternative potable water supply arrangements may be considered.
- d. In areas where scheme water is not readily available, all development is required to be provided with drinking water supply in accordance with the standards specified in the *Australian Drinking Water Guidelines 1996*.

Insert clause 4.35.2 as follows:

4.35.2 Non-Potable Water Supply

- a. The local government may approve the use of fit-for-purpose water, wastewater recycling and reuse, and prescribe its availability for non-potable use, including public open space management.
- b. The local government may identify a secure fit-for-purpose water supply that conserves potable water, minimises wastewater and re-uses all forms of water, including stormwater.
- c. The local government may require development applications to include fit-for-purpose water supply.

(k) Amend clause 4.36.1 and 4.36.2 as follows:

4.36.1 *Development must provide for effluent disposal in accordance with the requirements of the current Government Sewerage Policy.*

4.36.2 *Any development must be connected to deep sewerage, or comply with the State Government Sewerage Policy, which recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply linked to the management priority of the site.*

(l) Amend clause 4.37.1 as follows:

The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the 'Environmental Protection (Clearing of Native Vegetation) Regulations 2004' or the clearing is exempt under the Regulations, or Schedule 6 of the 'Environmental Protection Act 1986'.

(m) Amend Schedule 4 – Special Use Zones for SU5 parts 1(i), 2, 4 and 5 as follows:

1 (i) *The provision of potable reticulated water and onsite wastewater disposal according to the current Government Sewerage Policy;*

2. *Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water and Environmental Regulation. Stormwater drainage shall be contained on-site to the satisfaction of the local government.*

4. *Prior to subdivision or development, a bushfire management plan is to be prepared and approved concurrently with any revegetation plan.*

5. *Development on the site being provided with an onsite effluent disposal system according to the requirements of the current Government Sewerage Policy, to the satisfaction of the local government and the Department of Health.*

(n) Amend Schedule 5 – Rural Residential Zones & Provisions as follows:

- *RR1 and RR2 insert new provision 5 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- *RR3 insert new provision 4 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- *RR4 insert new provision 7 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- *RR5 insert new provision 6 - The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*

- RR6 insert new provision 9 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*

- (o) Amend Schedule 7 – Special Control Areas (SCA 1) to insert the following Development requirements:

The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.

- (p) Amend Schedule A – Supplemental Provisions under Horse Stable by replacing dot point 1 as follows:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.
- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

Amend Schedule A – Supplemental Provisions under Rural Pursuit by replacing dot point 3 as follows:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.
- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

- (q) Support the designation of Lot 897 (No. 39) Ensign Street as R30.

- (r) Include new Special Control Area (SCA 11) in Schedule 7 as follows:

Description of Land – Various Landholdings within the 200m Land Use Buffer Zone for the Narrogin Water Treatment Plant at Lot 19 Bottlecreek Place, Narrogin.

Purpose - Recognise the Land Use Buffer Zone associated with the Narrogin Water Treatment Plant.

Development Requirements - No further subdivision of land is permitted.

Development is restricted to a single dwelling only.

Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.

Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under Section 70A of the Land Transfer Act advising of the existence of the Water Treatment Plant and the potential impacts of the operation during its use.

- (s) Insert a new clause 4.29.4:

The Council shall refer an application for development for vehicular access on land designated as a Primary Distributor Roads to the Main Roads WA for comment and shall have regard to that Department's comments in considering the application.

- (t) Amend SCA2 in Schedule 7 – Special Control Areas under Development Requirements by inserting the words *'no longer'* after the word *'Refuse/Landfill site is'* and before the word *'required'*.
- (u) Submit the Land Capability Report for the property at Lot 40 Wiese Road to the WAPC for its further consideration.
- (v) Amend the Scheme Maps as follows:
- Amend Narrakine Road and Herald Street to District Distributor Road (Blue colour).
 - Amend Garfield Street from Bannister Street to the new alignment of Northam Cranbrook Road (Great Southern Highway) as a local road (no colour).
 - Amend Forrest Street from Northam Cranbrook Road (Great Southern Highway) to Federal Street as a local distributor road (hachured red).
 - Amend Federal Street from Forrest Street to Northam Cranbrook Road (Great Southern Highway) as a local distributor road (hachured red).
 - Delete section of the Primary Distributor Road to the west of the dedicated Great Southern Highway.
 - Amend the Sale yards buffer (SCA 3) to be accurately reflected over the properties - Lots 2, 4 and 6 Earl Street.
 - Insert References to the Local Scheme Reserves on existing education establishment.
 - Include Additional Use (A1-A12) as per Schedule 2 in the Scheme Map.
 - Amend the zoning of 73 Northwood Street to Residential R12.5.
 - Amend the zoning of Lot 3 Booth Street (Western Power) to 'Public Purposes - Infrastructure Services'.
2. Pursuant to section 28 (1) Division 2 Part 4 of the Planning and Development (Local Planning Schemes) Regulations 2015, provides all relevant documentation relating to the Shire of Narrogin Local Planning Scheme No. 3 to the Western Australian Planning Commission;
 3. Authorise the Chief Executive Officer and the Shire President to affix the Common Seal for the execution of the endorse document once approved by the Western Australia Planning Commission;
 4. Authorise the Chief Executive to progress matters with the Western Australian Planning Commission to make minor procedural or administrative modifications to the Local Planning Scheme No. 3, if directed by the Commission; and
 5. Advise the submitters of the above and thank them for their input into the process.

COUNCIL MOTION (1 OF 2) AND RESOLUTION 0223.002

Moved: Cr Seale

Seconded: Cr Alexander

That, with respect to the final adoption of the Shire of Narrogin Local Planning Scheme No. 3 (LPS 3), Council:

1. Pursuant to section 25 (3) Division 2 Part 4 of the Planning and Development (Local Planning Schemes) Regulations 2015, adopt the Shire of Narrogin Local Planning Scheme No. 3 as contained within Attachment 1 including the following Modifications:

- (a) introduce a new zone – ‘Rural Enterprise’ for the properties on Lots 4 and 5 Gibson Street, Lots 1, 3, 15 and 16 Mokine Road and the western portion of Lot 20 Graham Road, including the objectives and development provisions for this zone. The following are the permissibility land use for Rural Enterprise zone.

P	Exhibition centre; caretaker’s dwelling; home business; home occupation; home office; industry-cottage; industry-light; rural home business; single dwelling, car park, office.
D	Club premises; commercial vehicle parking; community purpose; garden centre; motor vehicle repair.
A	Animal establishment; funeral parlour; recreation-private; resource recovery centre; telecommunications infrastructure; transport depot; veterinary centre; warehouse/storage.
X	All other uses.

- (b) Include Industry – Cottage as a land use definition in Schedule 1 to read as follows:

Industry – cottage means a trade or light industry producing arts and crafts, goods, which does not fall within the definition of a home occupation and which:

- (iii) does not cause injury to or adversely affect the amenity of the neighbourhood;
- (ii) where operated in a residential zone, does not employ any person other than a member or the occupier’s household;
- (iv) is conducted in an out building which is compatible with the principal uses to which the land in the zone in which it is located may be put;
- (iv) does not occupy an area in excess of 50 square metres; and
- (v) does not display a sign exceeding 0.2 square metres in area.

The following are the permissibility land use for Industry - Cottage zone.

P	Rural Enterprise Zone.
D	Rural Townsite, Rural Residential, Rural Smallholdings, Rural.
A	Residential.
X	All other uses.

- (c) Additional purposes be included for SCA5 in schedule 7 for the Wastewater Treatment Plant as follows:

- To ensure compatibility of land use and development with wastewater Infrastructure.
- To avoid incompatible or odour sensitive land use or development being established within the odour buffer.
- To protect the long-term operation of the treatment plant which provides an essential service to the community through the treatment, reuse and safe disposal of the town's treated waste water.

(d) Lot 335 Yilliminning Road and Lot 285 corner of Range Road and McBeath Road be zoned to 'Public Purposes – Infrastructure Services'.

(e) Include a new Special Control Area (SCA 10) in Schedule 7.

SCA No.	Description of Land	Purpose	Development Requirements
SCA 10	Various Landholdings within 1000m of Lot 202 and lot 171 (Reserve 7529) Quarry Road, Minigin.	Recognise the Land Use Buffer Zone associated with the Significant Geological Supply (Rock Aggregate/Gravel).	No habitable building shall be located within the identified land use buffer. Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under section 70A of the Land Transfer Act advising of the existence of the quarry and the potential impacts of the operation during its use.

(f) Rezone the north eastern corner of Wilson Street, Highbury from "Rural Townsite" to "Environmental Conservation - Nature Reserve".

(g) Include 52 Fairway Street as a non-conforming use in the Non-conforming use register in accordance with clause 3.7 of the LPS 3.

(h) Amend Part 3 dot point 3 under Rural zone Objectives with the following:

To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies (including groundwater), and their buffers, to protect sensitive areas especially the natural valley and watercourse systems from damage.

(i) Include the following new clauses in Part 4 – General Development Requirements:

4.42 Flooding

- 4.38.1 The local government may require an application for development that is related to flood prone land to be supported by an assessment that proves the proposed development:
- d. Has adequate flood protection;
 - e. Maintains the free passage and/or temporary storage of flood waters; and
 - f. Does not result in an unacceptable increase in flood risk for other land or infrastructure in the general area.
- 4.38.2 An application for development for habitable buildings, which means a building designed primarily for housing and/or overnight accommodation for persons in flood prone land, must ensure the minimum habitable floor level is at least 0.5 metres above the adjacent 1 in 100 flood (1% Annual Exceedance Probability) levels.
- 4.43 Drainage
- 4.43.1 The Local Government requires that structure plans include efficient drainage that manages stormwater and the volume, timing and quality of runoff.
- 4.43.2 Structure plan conditions may include the removal of pollutants and nutrients from surface water and groundwater discharges from the subject land in accordance with the 'Decision process for stormwater management in Western Australia, DWER, 2017'.
- 4.44 Water Resource Protection
- 4.44.1 The local government may request that development applications include the identification, protection and management of significant water-dependent ecosystems, including wetlands and waterways.
- 4.40.2 When determining applications for development approval, the Local Government may:
- d. Consider the protection of existing water courses, vegetation corridors, agricultural production, and mitigation of wind erosion, waterlogging and salinity;
 - e. Require drainage management plans as a condition on any development approval, to ensure that the rate, quantity and quality of water leaving the subject land will not cause adverse impacts; and
 - f. Require development applications to identify control mechanisms required to regulate and manage land uses to minimise the risk of pollution to water resources.
- 4.45 Foreshore Management
- 4.45.1 Where a local structure plan includes or abuts a waterway or wetland, the local government may require a Foreshore Management Plan or Wetland Management Plan to be prepared to support the plan.
- 4.45.2 The aforementioned plans must be developed concurrently with a Bushfire Management Plan.
- (j) Amend heading of clause 4.35 to Water Supply and insert the following:

Amend clause 4.35.1 as follows:

4.35.1 Potable Water Supply

- a. In areas where scheme water is readily available, all development is required to be connected to that scheme water supply.
- b. For new Residential, Rural-Residential, Industrial and Commercial subdivisions connection to the Water Corporations reticulated water supply will be required.
- c. Where for Rural-Residential subdivision it is not practical or reasonable for lots to connect to a reticulated water supply, alternative potable water supply arrangements may be considered.
- d. In areas where scheme water is not readily available, all development is required to be provided with drinking water supply in accordance with the standards specified in the *Australian Drinking Water Guidelines 1996*.

Insert clause 4.35.2 as follows:

4.35.3 Non-Potable Water Supply

- a. The local government may approve the use of fit-for-purpose water, wastewater recycling and reuse, and prescribe its availability for non-potable use, including public open space management.
- b. The local government may identify a secure fit-for-purpose water supply that conserves potable water, minimises wastewater and re-uses all forms of water, including stormwater.
- c. The local government may require development applications to include fit-for-purpose water supply.

(k) Amend clause 4.36.1 and 4.36.2 as follows:

4.36.1 *Development must provide for effluent disposal in accordance with the requirements of the current Government Sewerage Policy.*

4.36.2 *Any development must be connected to deep sewerage, or comply with the State Government Sewerage Policy, which recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply linked to the management priority of the site.*

(l) Amend clause 4.37.1 as follows:

The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the 'Environmental Protection (Clearing of Native Vegetation) Regulations 2004' or the clearing is exempt under the Regulations, or Schedule 6 of the 'Environmental Protection Act 1986'.

(m) Amend Schedule 4 – Special Use Zones for SU5 parts 1(i), 2, 4 and 5 as follows:

1 (i) *The provision of potable reticulated water and onsite wastewater disposal according to the current Government Sewerage Policy;*

3. *Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water and Environmental Regulation. Stormwater drainage shall be contained on-site to the satisfaction of the local government.*
5. *Prior to subdivision or development, a bushfire management plan is to be prepared and approved concurrently with any revegetation plan.*
6. *Development on the site being provided with an onsite effluent disposal system according to the requirements of the current Government Sewerage Policy, to the satisfaction of the local government and the Department of Health.*

(n) Amend Schedule 5 – Rural Residential Zones & Provisions as follows:

- RR1 and RR2 insert new provision 5 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- RR3 insert new provision 4 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- RR4 insert new provision 7 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- RR5 insert new provision 6 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*
- RR6 insert new provision 9 - *The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.*

(o) Amend Schedule 7 – Special Control Areas (SCA 1) to insert the following Development requirements:

The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.

(p) Amend Schedule A – Supplemental Provisions under Horse Stable by replacing dot point 1 as follows:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.
- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

Amend Schedule A – Supplemental Provisions under Rural Pursuit by replacing dot point 3 as follows:

- The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small

Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient.

- To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

(q) Support the designation of Lot 897 (No. 39) Ensign Street as R30.

(r) Include new Special Control Area (SCA 11) in Schedule 7 as follows:

Description of Land – Various Landholdings within the 200m Land Use Buffer Zone for the Narrogin Water Treatment Plant at Lot 19 Bottlecreek Place, Narrogin.

Purpose - Recognise the Land Use Buffer Zone associated with the Narrogin Water Treatment Plant.

Development Requirements - No further subdivision of land is permitted.

Development is restricted to a single dwelling only.

Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.

Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under Section 70A of the Land Transfer Act advising of the existence of the Water Treatment Plant and the potential impacts of the operation during its use.

(s) Insert a new clause 4.29.4:

The Council shall refer an application for development for vehicular access on land designated as a Primary Distributor Roads to the Main Roads WA for comment and shall have regard to that Department's comments in considering the application.

(t) Amend SCA2 in Schedule 7 – Special Control Areas under Development Requirements by inserting the words 'no longer' after the word 'Refuse/Landfill site is' and before the word 'required'.

(u) This has been left blank intentionally.

(v) Amend the Scheme Maps as follows:

- Amend Narrakine Road and Herald Street to District Distributor Road (Blue colour).
- Amend Garfield Street from Bannister Street to the new alignment of Northam Cranbrook Road (Great Southern Highway) as a local road (no colour).
- Amend Forrest Street from Northam Cranbrook Road (Great Southern Highway) to Federal Street as a local distributor road (hachured red).
- Amend Federal Street from Forrest Street to Northam Cranbrook Road (Great Southern Highway) as a local distributor road (hachured red).
- Delete section of the Primary Distributor Road to the west of the dedicated Great Southern Highway.
- Amend the Sale yards buffer (SCA 3) to be accurately reflected over the properties - Lots 2, 4 and 6 Earl Street.
- Insert References to the Local Scheme Reserves on existing education establishment.

- Include Additional Use (A1-A12) as per Schedule 2 in the Scheme Map.
 - Amend the zoning of 73 Northwood Street to Residential R12.5.
 - Amend the zoning of Lot 3 Booth Street (Western Power) to 'Public Purposes - Infrastructure Services'.
2. Pursuant to section 28 (1) Division 2 Part 4 of the Planning and Development (Local Planning Schemes) Regulations 2015, provides all relevant documentation relating to the Shire of Narrogin Local Planning Scheme No. 3 to the Western Australian Planning Commission;
 3. Authorise the Chief Executive Officer and the Shire President to affix the Common Seal for the execution of the endorse document once approved by the Western Australia Planning Commission;
 4. Authorise the Chief Executive to progress matters with the Western Australian Planning Commission to make minor procedural or administrative modifications to the Local Planning Scheme No. 3, if directed by the Commission; and
 5. Advise the submitters of the above and thank them for their input into the process.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

7.56pm Cr McNab left meeting.

COUNCIL MOTION (2 OF 2) AND COUNCIL RESOLUTION 0223.003

Moved: Cr Seale

Seconded: Cr Wiese

That, with respect to the final adoption of the Shire of Narrogin Local Planning Scheme No. 3 (LPS 3), Council submit the Land Capability Report for the property at Lot 40 Wiese Road to the WAPC for its further consideration.

CARRIED 8/0

For: President Ballard, Cr Broad, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

7.58pm Cr McNab re-entered meeting.

**DRAFT SHIRE OF NARROGIN
LOCAL PLANNING SCHEME NO.3**



PREPARED BY:



AUGUST 2019

SHIRE OF NARROGIN LOCAL PLANNING SCHEME NO.3

Preamble

This Local Planning Scheme of the Shire of Narrogin consists of this Scheme Text, the deemed provisions (set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, the supplemental provisions contained in Schedule A and the Scheme Maps. The Scheme Text should be read with the Local Planning Strategy for the Shire.

Part 2 of the deemed provisions sets out the Local Planning Framework. At the core of this Framework is the Local Planning Strategy which sets out the long-term planning directions for the local government, applies State and regional planning policies and provides the rationale for the zones and other provisions of the Scheme. In addition to the Local Planning Strategy, the Framework provides for Local Planning Policies, which set out the general policies of the local governments on matters within the Scheme.

Scheme Details

Shire of Narrogin
Local Planning Scheme No.3

The Shire of Narrogin under the powers conferred by the *Planning and Development Act 2005* make the following Local Planning Scheme.

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Part 1 - Preliminary

1.1 Citation

1.1.1 This local planning scheme is the Shire of Narrogin Scheme No. 3.

1.2 Commencement

1.1.2 Under section 87(4) of the Act, this local planning scheme comes into operation on the day on which it is published in the *Gazette*.

1.3 Scheme Revoked

1.1.3 The following Schemes are revoked –

Name:	Gazettal date:
Town of Narrogin Town Planning Scheme No.5.....	October 21, 1977
Town of Narrogin Town Planning Scheme No.6.....	January 30, 1978
Town of Narrogin Town Planning Scheme No.7.....	May 25, 1979
Town of Narrogin Town Planning Scheme No.2.....	June 17, 1994
Shire of Narrogin Town Planning Scheme No.2.....	October 3, 1997

1.4 Notes do not form part of Scheme

1.4.1 Notes, and instructions printed in italics, do not form part of this Scheme.

Note: The Interpretation Act 1984 section 3.2 makes provision in relation to whether headings form part of the written law.

1.5 Responsibility for Scheme

1.2.1 The Shire of Narrogin is the local government responsible for the enforcement and implementation of this Scheme and the execution of any works required to be executed under this Scheme.

1.6 Scheme Area

This Scheme applies to the area shown on the Scheme Map, which covers all of the local government district of the Shire of Narrogin as shown on the Scheme Map.

1.7 Contents of Scheme

In addition to the provisions set out in this document (the **scheme text**), this Scheme includes the following –

(a) the deemed provisions (set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2);

(b) the supplemental provisions contained in Schedule A; and

(c) the Scheme Map.

This Scheme is to be read in conjunction with any local planning strategy for the Scheme Area.

Note: The Scheme Map comprises six (6) separate map sheets. Maps 1 to 4 are at a scale of 1:50,000 and cover all of the local government district of the Shire of Narrogin. Maps 5 and 6 are at a scale of 1:7,500 and 1:5,000 respectively and cover the Narrogin and Highbury townsites.

1.8 Purposes of Scheme

The purposes of this Scheme are to –

- (a) set out the local governments' planning aims and intentions for the Scheme area;
- (b) set aside land as local reserves for public purposes;
- (c) zone land within the Scheme area for the purposes defined in this Scheme; and
- (d) control and guide development including processes for the preparation of structure plans, activity centre plans and local development plans;
- (e) set out procedures for the assessment and determination of development applications;
- (f) set out procedures for contributions to be made for the costs of providing infrastructure in connection with development through development contribution plans;
- (g) make provision for the administration and enforcement of this Scheme; and
- (h) address other matters set out in Schedule 7 to the Planning Act.

1.9 Aims of Scheme

The aims of the Scheme are -

- to secure the amenity, health and convenience of the Scheme Area and the inhabitants thereof;
- to ensure there is a sufficient supply of suitable serviced land for housing, employment, commercial activities, community facilities, recreation and open space;
- to provide for housing choice and variety in neighbourhoods with a community identity and high levels of safety, accessibility and visual amenity;
- to reinforce the Narrogin townsite's role as a regional centre providing shopping, commercial, industrial, civic, educational, administrative and welfare services to the surrounding region;
- to provide opportunities for planned, contained and sustainable settlements outside the Narrogin townsite in accordance with the regional settlement hierarchy;

- to provide opportunities to improve the economic base for the Scheme Area through the mixing of compatible uses as recognised in the zoning and development tables;
- to encourage better utilisation of existing infrastructure including the increased usage of sustainable energy sources;
- to preserve, protect and enhance townscapes and places, buildings and objects of heritage value, historic interest, natural beauty or scientific interest which exist through the Scheme Area;
- to promote the sustainable use of rural land for agricultural purposes whilst accommodating other rural activities;
- to protect, conserve and enhance the environmental values and natural resources of the Scheme area including the protection of remnant vegetation and the rehabilitation and revegetation of degraded land while providing appropriate development opportunities to promote the local economy;
- to promote ecologically sustainable land use and development;
- to assist the effective implementation of the State Planning Strategy, State Planning Framework (SPP No.1) and other adopted strategies and policies as these apply to the Wheatbelt Region; and
- to make provision for other matters necessary or incidental to town planning and development generally.

1.10 Relationship with local laws

Where a provision of this Scheme is inconsistent with a local law, the provision of this Scheme prevails to the extent of the inconsistency.

1.11 Relationship with other local planning schemes

There are no other local planning schemes of the Shire of Narrogin which apply to the Scheme Area.

1.12 Relationship with region planning scheme

There are no region planning schemes which apply to the Scheme Area.

1.13 Definitions

1.13.1 Unless the context otherwise requires, words and expressions used in the Scheme have the same meaning as they have –

- (a) in the *Planning and Development Act 2005*; or
- (b) if they are not defined in that Act –
 - (i) in the Dictionary of defined terms in Schedule 1; or
 - (ii) in the Residential Design Codes.

- 1.13.2 If there is a conflict between the meaning of a word or expressions in the Dictionary of defined words and expressions in Schedule 1 and the meaning of that word or expression in the Residential Design Codes –
- (a) in the case of a residential development, the definition in the Residential Design Codes prevails; and
 - (b) in any other case the definition in the Dictionary prevails.
- 1.13.3 Notes and instructions printed in *italics*, are not part of the Scheme.

Part 2 – Reserves

2.1 Reserves

Certain lands within the Scheme Area are classified as Local Reserves.

2.2 Regional Reserves

There are no Regional Reserves in the Scheme Area.

2.3 Local Reserves

Local reserves are shown on the Scheme Map according to the legend on the Scheme Map.

The objectives of each zone are as follows –

Table 1 – Reserve Objectives

Reserve Name	Objectives
Public Open Space	<ul style="list-style-type: none"> To set aside areas for public open space, particularly those established under the Planning and Development Act 2005 s. 152. To provide for a range of active and passive recreation uses such as recreation buildings and courts and associated car parking and drainage.
Environmental Conservation	<ul style="list-style-type: none"> To identify areas with biodiversity and conservation value, and to protect those areas from development and subdivision.
State Forest	<ul style="list-style-type: none"> To identify areas of State Forest.
Cultural Facilities	<ul style="list-style-type: none"> Civic and Community which specifically provide for a range of essential cultural facilities.
Public Purposes	<ul style="list-style-type: none"> To provide for a range of essential physical and community infrastructure
Medical Services	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of essential medical services.
Infrastructure Services	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of essential infrastructure services.
Education	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of essential education facilities.
Emergency Services	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of essential emergency services.
Heritage	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of heritage purposes.
Government Services	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of government services.
Cemetery	<ul style="list-style-type: none"> To set aside land required for a cemetery.
Car Park	<ul style="list-style-type: none"> To set aside land required for a car park.
Drainage/ Waterway	<ul style="list-style-type: none"> To set aside land required for significant waterways and drainage.
Railways	<ul style="list-style-type: none"> To set aside land required for passenger rail and rail freight services.

Recreational	<ul style="list-style-type: none"> Public Purposes which specifically provide for a range of public recreational facilities.
Primary Distributor Road	<ul style="list-style-type: none"> To set aside land required for a primary distributor road being a road classified as a Regional Distributor or Primary Distributor under the Western Australian Road Hierarchy.
District Distributor Road	<ul style="list-style-type: none"> To set aside land required for a district distributor road being a road classified as a Distributor A or Distributor B under the Western Australian Road Hierarchy.
Local Distributor Road	<ul style="list-style-type: none"> To set aside land required for a local distributor road being a road classified as a Local Distributor under the Western Australian Road Hierarchy.
Local Road	<ul style="list-style-type: none"> To set aside land required for a local road being a road classified as an Access Road under the Western Australian Road Hierarchy.

2.4 Additional uses for local reserves

There are no additional uses for land in local reserves that apply to this Scheme.

Part 3 – Zones and the Use of Land

3.1 Zones

3.1.1 Zones are shown on the Scheme Map according to the legend on the Scheme Map.

3.1.2 The objectives of each zone are as follows –

Table – Zone Objectives

Zone name	Objectives
Residential	<ul style="list-style-type: none"> • To provide for a range of housing and a choice of residential densities to meet the needs of the community. • To facilitate and encourage high quality design, built form and streetscapes throughout residential areas. • To provide for a range of non-residential uses, which are compatible with and complementary to residential development.
Urban Development	<ul style="list-style-type: none"> • To provide an intention of future land use and a basis for more detailed structure planning in accordance with the provisions of this Scheme. • To provide for a range of residential densities to encourage a variety of residential accommodation. • To provide for the progressive and planning development of future areas for residential purposes and for commercial and other uses normally associated with residential development.
Rural	<ul style="list-style-type: none"> • To provide for the maintenance or enhancement of specific local rural character. • To protect broad acre agricultural activities such as cropping and grazing and intensive uses such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use. • To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage. • To provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the Rural zone. • To provide for a range of non-rural land uses where they have demonstrated benefit and are compatible with surrounding rural uses.
Rural Residential	<ul style="list-style-type: none"> • To provide for lot sizes in the range of 1 ha to 4 ha. • To provide opportunities for a range of limited rural and related ancillary pursuits on rural-residential lots where those activities

	<p>will be consistent with the amenity of the locality and the conservation and landscape attributes of the land.</p> <ul style="list-style-type: none"> • To set aside areas for the retention of vegetation and landform or other features which distinguish the land.
Rural Smallholdings	<ul style="list-style-type: none"> • To provide for lot sizes in the range of 4 ha to 40 ha. • To provide for a limited range of rural land uses where those activities will be consistent with the amenity of the locality and the conservation and landscape attributes of the land. • To set aside areas for the retention of vegetation and landform or other features which distinguish the land.
Rural Townsite Zone	<ul style="list-style-type: none"> • To provide for a range of land uses that would typically be found in a small country town. • To provide for the protection of the natural environment and heritage elements of the town. • To maintain and reinforce the Highbury townsite's function and role as a Local Service Centre with a distinct and recognisable town centre area. • To ensure that subdivision and development proceeds in a coordinated and orderly manner to ensure improved land use, amenity and servicing outcomes.
General Industry	<ul style="list-style-type: none"> • To provide for a broad range of industrial, service and storage activities which, by the nature of their operations, should be isolated from residential and other sensitive land uses. • To accommodate industry that would not otherwise comply with the performance standards of light industry. • Seek to manage impacts such as noise, dust and odour within the zone.
Industrial Development	<ul style="list-style-type: none"> • To designate land for future industrial development. • To provide a basis for future detailed planning in accordance with the structure planning provisions in the Scheme.
Commercial	<ul style="list-style-type: none"> • To provide for a range of shops, offices, restaurants and other commercial outlets in defined townsites or activity centres. • To maintain the compatibility with the general streetscape, for all new buildings in terms of scale, height, style, materials, street alignment and design of facades. • To ensure that development is not detrimental to the amenity of adjoining owners or residential properties in the locality. • To ensure that development within the zone has regard for the efficiency and safety of vehicle and pedestrian movement systems, car parking requirements. • To ensure that development has regard to the protection of existing townscape character, visual amenity and buildings and places of cultural heritage significance.
Service Commercial	<ul style="list-style-type: none"> • To accommodate commercial activities which, because of the nature of the business, require good vehicular access and/or

	<p>large sites.</p> <ul style="list-style-type: none"> • To provide for a range of wholesale sales, showrooms, trade and services which, by reason of their scale, character, operational or land requirements, are not generally appropriate in, or cannot conveniently or economically be accommodated in, the central area, shops and offices or industrial zones.
Tourism	<ul style="list-style-type: none"> • To promote and provide for tourism opportunities. • To provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where those facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area. • To allow limited residential uses where appropriate. • To encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities.
Special Use Zone	<ul style="list-style-type: none"> • To facilitate special categories of land uses which do not sit comfortably within any other zone. • To enable the local government to impose specific conditions associated with the special use.

3.2 Zoning Table

TABLE 1: ZONING TABLE

LAND USE	Commercial	Rural Townsite	Service Commercial	Residential	Rural Residential	Rural Smallholding	Rural	General Industry	Tourism	Urban Development	Industrial Development
abattoir	X	X	X	X	X	X	A ⁽¹⁾	A	X	Refer to clause 18(7)	Refer to clause 18(7)
aged persons hostel	X	D	X	D	A	A	A	X	X		
agriculture – extensive	X	X	X	X	X	X	P ⁽¹⁾	X	X		
agriculture – intensive	X	X	X	X	A	A	D	X	X		
amusement parlour	P	A	D	X	X	X	X	X	D		
animal establishment	X	X	X	X	A	A	D	A	X		
animal husbandry – intensive	X	X	X	X	X	X	D ⁽¹⁾	X	X		
bed and breakfast	X	P	X	A	D	D	P	X	D		
betting agency	D	A	D	X	X	X	X	X	X		
boarding house	P	P	X	D	X	X	X	X	D		
bulky goods showroom	D	D	P	X	X	X	X	A	X		
car park	D	D	D	X	X	X	X	X	A		
caravan park	X	A	X	X	X	X	X	X	D		
caretaker's dwelling	D	D	D	X	X	X	X	D	D		
childcare premises	D	D	A	D	X	X	X	X	A		
cinema / theatre	D	A	A	X	X	X	X	X	X		
civic use	P	P	A	A	A	A	A	A	X		
club premises	P	D	A	X	X	X	D	X	D		
commercial vehicle parking	X	A	D	X	A	A	D	P	D		
community purpose	P	D	D	A	D	D	D	X	D		
consulting rooms	P	D	D	A	X	X	X	X	X		
convenience store	P	P	A	A	X	X	X	X	A		
educational establishment	D	A	A	A	X	X	A	A	X		
exhibition centre	D	D	A	X	D	D	D	X	X		
family day care	D	D	A	A	D	D	X	X	X		
fast food outlet / lunch bar	A	A	A	X	X	X	X	A	X		
fuel depot	X	D	A	X	X	X	D	D	X		
funeral parlour	D	A	A	X	X	X	X	X	X		
garden centre	D	D	D	X	X	X	D	P	X		
health studio	P	P	P	X	X	X	X	A	X		
home business	P	D	X	P	P	P	P	X	X		
home occupation	P	P	X	P	P	P	P	X	X		
home office	P	P	X	P	P	P	P	X	X		
home store	X	D	X	A	X	X	X	X	X		
Hotel	A	A	A	X	X	X	X	X	A		
industry	X	X	D	X	X	A	D	P	X		
industry – extractive	X	X	X	X	X	X	A	A	X		
industry – light	X	A	D	X	X	X	X	D	X		
Industry – primary production	X	A	X	X	X	X	D	D	X		
landscape supplies	D	X	A	X	X	D	D	D	X		
laundromat	P	X	D	X	X	X	X	X	X		

LAND USE	Commercial	Rural Townsite	Service Commercial	Residential	Rural Residential	Rural Smallholding	Rural	General Industry	Tourism	Urban Development	Industrial Development		
liquor store	D	A	A	X	X	X	X	X	X				
market	D	D	D	X	X	X	D	X	A				
medical centre	P	D	D	A	X	X	X	X	X				
mining operations	X	X	X	X	X	X	A	X	X				
motel	D	D	A	X	X	X	X	X	D				
motor vehicle, boat or caravan sales	D	D	D	X	X	X	X	D	X				
motor vehicle recovery and towing	X	D	D	X	X	X	X	P	X				
motor vehicle repair	X	D	D	X	X	X	X	P	X				
motor vehicle wash	X	D	D	X	X	X	X	P	X				
motor vehicle wrecking	X	X	X	X	X	X	X	D	X				
nightclub	D	A	X	X	X	X	X	X	X				
nursing home	D	D	X	A	A	A	D	X	X				
Office	P	D	D	X	X	X	X	X	X				
place of worship	P	D	A	A	A	A	X	X	X				
public utility	D	D	D	A	A	A	D	D	D				
reception centre	A	A	A	X	X	X	X	X	D				
recreation – private	D	D	A	A	D	D	D	A	X				
residential										Refer to clause 3.3.7	Refer to clause 3.3.7		
- aged and dependent persons dwelling	X	D	X	D	X	X	X	X	X				
- grouped dwelling	X	D	X	D	X	X	X	X	X				
- multiple dwelling	I	D	X	D	X	X	X	X	X				
- single house	X	P	X	P	P	P	P	X	X				
residential building	X	D	X	D	X	X	D	X	D				
resource recovery centre	X	X	X	X	X	X	X	A	X				
restaurant / café	D	D	A	A	X	X	A	X	D				
restricted premises	D	A	A	X	X	X	X	X	X				
road house	A	A	A	X	X	X	A	X	X				
rural home business	X	A	X	X	D	D	P	X	X				
rural pursuit / hobby farm	X	X	X	X	D	D	P	X	X				
salvage yard	X	X	X	X	X	X	X	P	X				
service station	A	A	A	X	X	X	X	A	X				
shop	P	P	D	X	X	X	X	X	X				
tavern	A	A	A	X	X	X	X	X	A				
telecommunications infrastructure	D	D	D	A	D	D	D	D	D				
tourist development	D	D	X	X	A	A	D	X	D				
trade display	D	D	D	X	X	X	X	A	X				
trade supplies	D	D	P	X	X	X	X	P	X				
transport depot	X	A	A	X	X	X	D	P	X				
veterinary centre	X	D	D	X	A	A	A	A	X				
warehouse / storage	A	A	D	X	X	X	X	P	X				
waste disposal facility	X	X	X	X	X	A	A	A	X				
waste storage facility	X	X	A	X	X	X	X	A	X				
winery	X	D	X	X	A	A	A ⁽¹⁾	A	A				
workforce accommodation	X	D	X	X	X	X	D	X	X				

NOTES:

1. ⁽¹⁾ X in townsites / ⁽²⁾ X outside townsites.

3.3 Interpretation of the Zoning Table

3.3.1 The permissibility of uses of land in the various zones in the Scheme area is determined by cross-reference between the list of use classes on the left hand side of the zoning table and the list of zones at the top of the zoning table.

3.3.2 The symbols used in the zoning Table have the following meanings –

‘P’ means that the use is permitted if it complies with any relevant development standards and requirements of this Scheme;

‘I’ means that the use is permitted if it is consequent on, or naturally attaching, appertaining or relating to the predominant use of the land and it complies with any relevant development standards and requirements of this Scheme;

‘D’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval;

‘A’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving notice in accordance with clause 64 of the deemed provisions;

‘X’ means a use that is not permitted by this Scheme.

Note: 1. The development approval of the local government may be required to carry out works on land in addition to any approval granted for the use of land. In normal circumstances one application is made for both the carrying out of works on, and the use of, land. For development on land that does not require development approval see clause 61 of the deemed provisions.

2. In considering an application for development approval, the local government will have regard to clause 67 of the deemed provisions.

3.3.3 A specific use class referred to in the Zoning Table is excluded from any other use class described in more general terms.

3.3.4 The local government may, in respect of a use that is not specifically referred to in the zoning table and that cannot reasonably be determined as falling within a use class referred to in the zoning table —

(a) determine that the use is consistent with the objectives of a particular zone and is therefore a use that may be permitted in the zone subject to conditions imposed by the local government; or

(b) determine that the use may be consistent with the objectives of a particular zone and give notice under clause 64 of the deemed provisions before considering an application for development approval for the use of the land; or

(c) determine that the use is not consistent with the objectives of a particular zone and is therefore not permitted in the zone.

3.3.5 If the use of land is identified in a zone as being a class P or class I use, the local government may not refuse an application for development approval for that use in

that zone but may require works that are to be undertaken in connection with that use to have development approval.

- 3.3.6 If a use of land is identified in a zone as being a class X use, the local government must refuse an application for development approval for that use in that zone unless
- (a) the development approval application relates to land that is being used for a non-conforming use; and
 - (b) the local government considers that the proposed use of the land would be less detrimental than the non-conforming use.
- 3.3.7 If the zoning table does not identify any permissible uses for land in a zone the local government may, in considering an application for development approval for land within the zone, have due regard to any of the following plans that apply to the land
- (a) a structure plan;
 - (b) an activity centre plan; and
 - (c) a local development plan.

3.4 Additional uses

Schedule 2 sets out –

- (a) classes of use for specified land that are additional to the classes of use that are permissible in the zone in which the land is located; and
- (b) the conditions that apply to that additional use.

Despite anything contained in the Zoning Table, the land specified in Schedule 2 may be used for the additional class of use set out in Schedule 2 in respect of that land subjects to the conditions that apply to that use.

Note: An additional use is a land use that is permitted on a specific portion of land in addition to the uses already permissible in that zone that applies to the land.

3.5 Restricted uses

Schedule 3 sets out –

- (a) restricted classes of use for specified land that apply instead of the classes of use that are permissible in the zone in which the land is located; and
- (b) the conditions that apply to that restricted use.

Despite anything contained in the Zoning Table, the land specified in Schedule 3 may only be used for the restricted class of use set out in respect of that land subject to the conditions that apply to that use.

Note: A restricted use is the only use or uses that is permitted on a specific portion of land and other uses that would otherwise be permissible in the zone are not permitted.

3.6 Special use zones

3.6.1 Schedule 4 sets out –

- (a) special use zones for specified land that are in addition to the zones in the zoning table; and
- (b) the classes of special use that are permissible in that zone; and
- (c) the conditions that apply in respect of the special uses.

3.6.2 A person must not use any land, or any structure or buildings on land, in a special use zone except for a class of use that is permissible in that zone and subject to compliance with any conditions set out in Schedule 4 that apply to that use.

Note: Special use zones apply to special categories of land use which do not comfortably sit within any other zone in the Scheme.

3.7 Non-conforming uses

3.7.1 Unless specifically provided, this Scheme does not prevent –

- (a) the continued use of any land, or any structure or building on land, for the purpose for which it was being lawfully used immediately before the commencement of this Scheme; or
- (b) the carrying out of any development on land if –
 - (i) before the commencement of this Scheme, the development was lawfully approved; and
 - (ii) the approval has not expired or been cancelled.

3.7.2 Subclause (3.7.1) does not apply if –

- (a) the non-conforming use of the land is discontinued; and
- (b) a period of 6 months, or a longer period approved by the local government, has elapsed since the discontinuance of the non-conforming use.

3.7.3 Subclause (3.7.1) does not apply in respect of a non-conforming use of land if, under Part 11 of the Act, the local government –

- (a) purchases the land; or
- (b) pays compensation to the owner of the land in relation to the non-conforming use.

Note: "Land" has the same meaning as in the Planning Act and includes houses, buildings and other works and structures.

3.8 Changes to a non-conforming use

3.8.1 A person must not –

- (a) alter or extend a non-conforming use of land;
- (b) erect, alter or extend a building used for, or in conjunction with, a non-conforming use; or
- (c) repair, rebuild, alter or extend a building used for a non-conforming use that is destroyed to the extent of 75% or more of its value; or
- (d) change the use of land from a non-conforming use to another non-conforming use that is not permitted by the Scheme.

An application for development approval for the purposes of this clause must be advertised in accordance with clause 64 of the deemed provisions.

3.8.2 A local government may only grant development approval for a change of use of land referred to in subclause (3.8.1d) if, in the opinion of the local government, the proposed use —

- (a) is less detrimental to the amenity of the locality than the existing non-conforming use; and
- (b) is closer to the intended purpose of the zone in which the land is situated.

3.9 Register of non-conforming uses

3.9.1 The local government may prepare a register of land within the Scheme area that is being used for a non-conforming use.

3.9.2 A register prepared by the local government must set out the following —

- (a) a description a description of each area of land that is being used for a non-conforming use;
- (b) a description of any building on the land;
- (c) a description of the non-conforming use;
- (d) the date on which any discontinuance of the non-conforming use is noted.

3.9.3 If the local government prepares a register under subclause (1) the local government

- (a) must ensure that the register is kept up-to-date; and
- (b) must make a copy of the register available for public inspection during business hours at the offices of the local government; and
- (c) may publish a copy of the register on the website of the local government.

3.9.4 An entry in the register in relation to land that is being used for a non-conforming use is evidence of the matters set out in the entry, unless the contrary is proved.

Part 4 – General development requirements

4.1 Compliance with development standards and requirements

4.1.1 Any development of land is to comply with the provisions of the Scheme.

4.2 Residential Design Codes

4.2.1 A copy of the Residential Design Codes is to be kept and made available for public inspection at the offices of the local government.

4.2.2 Unless otherwise specifically provided for in the Scheme, the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform with the provisions of those Codes.

4.2.3 The Residential Design Codes density applicable to land within the Scheme area is to be determined by reference to the Residential Design Codes density number superimposed on the particular areas contained within the borders shown on the Scheme map or where such an area abuts another area having a Residential Design Code density, as being contained within the area defined by the centre-line of those borders.

4.3 Special Application of Residential Design Codes

4.3.1 There are no exclusions or variations to the Residential Design Codes which apply to the Scheme.

4.4 State Planning Policy 3.7 to be read as part of Scheme

4.4.1 *State Planning Policy 3.7 – Planning in Bushfire Prone Areas is to be read as part of this Scheme.*

4.4.2 *The local government –*

- (a) must make a copy of State Planning Policy 3.7 available for public inspection during business hours at the offices of the local government; and*
- (b) may publish a copy of State Planning Policy 3.7 on the website of the local government.*

4.5 Restrictive Covenants

4.5.1 Subject to clause 4.5.2, a restrictive covenant affecting any land in the Scheme area by which, or effect of which is that, the number of residential dwellings which may be constructed on the land is limited or restricted to less than that permitted by the Scheme, is hereby extinguished or varied to the extent that it is inconsistent with the provisions of the Residential Design Codes which apply under the Scheme.

4.5.2 Where clause 4.5.1 operates to extinguish or vary a restrictive covenant the local government is not to grant development approval to the development of the land which would, but for the operation of clause 4.5.1, have been prohibited unless the application has been dealt with as an 'A' use and has complied with all of the advertising requirements in accordance with clause 64 of the deemed provisions.

4.6 Site and development standards and requirements

- 4.6.1 Table 2 sets out the site and development requirements for each of the zones which may be varied and/or supplemented by the local government at its discretion to suit any specific requirements.
- 4.6.2 The local government in determining applications for any development may require such development to comply generally with the standards required for the relevant zone as stipulated in Table 2 to ensure that the scale, nature, design, general appearance and impact of any proposed use/s is compatible with the objectives of the zone in which the development is proposed and the general purposes and aims of the Scheme.

4.7 Variations to site and development standards and requirements

- 4.7.1 Except for development in respect of which the Residential Design Codes apply, if a development is the subject of an application for development approval and does not comply with a standard or requirement prescribed under the Scheme, the local government may, despite the non-compliance, approve the application unconditionally or subject to such conditions as the local government thinks fit.
- 4.7.2 In considering an application for development approval under this clause, where, in the opinion of the local government, the variation is likely to affect any owners or occupiers in the general locality or adjoining the site which is the subject of consideration for the variation, the local government is to –
- (a) consult the affected parties by following one or more of the provisions for advertising uses in accordance with clause 64 of the deemed provisions; and
 - (b) have regard to any expressed views prior to making its determination to grant the variation.
- 4.7.3 The power conferred by this clause may only be exercised if the local government is satisfied that –
- (a) approval of the proposed development would be appropriate having regard to the criteria set out in accordance with clause 67 of the deemed provisions; and
 - (b) the variation if approved will not have an adverse effect upon the occupiers or users of the development, the inhabitants of the locality, the streetscape or the likely future development of the locality.
- 4.7.4 Nothing contained elsewhere in the Scheme or in 'Table 2: Development Table – General' limits the power of the local government to impose conditions when granting development approval, including additional restrictions and requirements to those specified in the Scheme.

TABLE 2: DEVELOPMENT TABLE - GENERAL⁽¹⁾

LAND USE ZONES	Minimum Lot Area (m ²)	Min Effect Frontage (m)	Min Boundary Setbacks (m)			Maximum Plot Ratio ⁽⁴⁾	Minimum Car Parking Spaces ⁽⁵⁾
			Front ⁽²⁾	Rear ⁽³⁾	Side ⁽³⁾		
Commercial	-	-	As determined by the local government.			1.0	1/15m ² of NLA for retail/commercial; 1/25m ² of NLA for office; 2/practitioner for consulting rooms; 1/ bedroom for accommodation; or combination of above as determined by the local government.
Rural Townsite	-	-	As determined by the local government.			0.5	
Service Commercial	1000	20	10	7.5	5	0.75	1/45m ² of NLA or display area or 1/100m ² where there is no retail activity.
General Industry	2000	30	15	7.5	5	0.60	1 per 100m ² of NLA or as determined by the local government.
Residential	Residential – Group dwellings/ Multiple Dwellings (Minimum Lot Area 1,800m ²) All other development in accordance with the Residential Design Codes or as varied by the Scheme provisions.						
Rural Residential (within the Narrogin & Highbury townsites)	1 hectare subject to the provision of a reticulated water supply to an appropriate standard as determined by the license holder unless otherwise approved by the Commission.	25	15	7.5	5	Residences, outbuildings within defined building envelopes or as determined by the local government.	n/a
Rural Smallholding	4 hectares	n/a	25	15	10		
Rural	n/a	n/a	20 (50 to major roads)	20	20	n/a	n/a
Tourism	-	-	As determined by the local government.			1.0	1/15m ² of NLA for retail/commercial; 1/ bedroom for accommodation; or a combination of these as determined by the local government.

Footnotes:

- (1) Development standards may be varied by the local government at its discretion under Clause 4.6 and in accordance with the Scheme provisions.
- (2) Where a lot has more than one street frontage, the local government may reduce the minimum setback to the secondary street (as determined by the local government) by not more than 50%.
- (3) Rear and Side setbacks in the Service Commercial zone and General Industry zone may be reduced to zero subject to the local government's development approval and the construction of a boundary wall to the satisfaction of the local government.
- (4) Maximum plot ratio may be varied in accordance with the provisions of Clause 4.9.2.
- (5) The car parking requirement may be varied in accordance with the provisions of Clause 4.28

4.8 Environmental Conditions

- 4.8.1 Environmental conditions to which the Scheme is, or amendments to the Scheme are, subject are incorporated into the Scheme by Schedule 6 of the Scheme.
- 4.8.2 Where appropriate, the environmental conditions are indicated on the Scheme Map by the symbol EC to indicate that environmental conditions apply to the land.
- 4.8.3 The local government is to –
- (a) maintain a register of all relevant statements published under sections 48F and 48G of the EP Act; and
 - (b) make statements available for public inspection at the offices of the local government.

Note: Environmental conditions are those required to be incorporated into a Scheme or an amendment to a Scheme following assessment under the Environmental Protection Act 1986.

4.9 Development in the Commercial Zone

- 4.9.1 Development in the Commercial zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.
- 4.9.2 Notwithstanding the development standards set out in 'Table 2: Development Table – General' the local government may approve the following variations within the Commercial zone for non-residential development:
- (a) An increase in plot ratio of 20% may be granted where the local government is satisfied that public open areas, courtyards or colonnades or other setbacks or preservation of heritage buildings warrants an increase to the permissible plot ratio; and
 - (b) A zero building setback from the front boundary where landscape and paved pedestrian areas are to be provided adjacent to the front boundary and the local government is satisfied that adequate arrangements have been made in regard to vehicle access, parking, circulation of traffic, safety, servicing and loading and unloading.
- 4.9.3 The local government will only approve residential development within the Commercial zone where it forms part of a mixed use development comprising a combination of residential and non-residential uses provided that any part of the residential use is located vertically above the non-residential use.
- 4.9.4 The residential component of a mixed use development is required to satisfy the mixed use development requirements contained in section 7.2 of the Residential Design Codes, excepting that the local government may approve a minimum of one dwelling.

4.9.5 The non-residential component of a mixed use development is required to satisfy the provisions of this Scheme.

4.10 Development in the Service Commercial Zone

4.10.1 Development in the Service Commercial zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.

4.10.2 Where a comprehensive reticulated sewerage system is not available to an existing or proposed use in the Service Commercial zone the local government may grant development approval which permits on-site effluent disposal provided that such use does not generate a daily volume of wastewater exceeding 540 litres per 2,000m² of lot size and site conditions are suitable for on-site effluent disposal.

4.10.3 Buildings occupied or intended to be occupied by more than one separate business establishment (i.e. tenement buildings) within the Service Commercial zone shall be constructed so that every occupancy:

- a) has a floor area of at least 100 square metres and a minimum internal dimension of not less than eight metres;
- b) has an open yard area with direct access to a service access road of not less than 6 metres in width.

4.10.4 The minimum standard fence for any lot classified Service Commercial zone shall be 1.8 metre high link mesh fence constructed in accordance with the local government's current local law pertaining to boundary fencing unless otherwise approved by the local government.

4.11 Development in the General Industry Zone

4.11.1 Development in the General Industry zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.

4.11.2 Where a comprehensive reticulated sewerage system is not available to a proposed development or use in the General Industry zone the local government may grant development approval which permits on-site effluent disposal provided such usage does not generate a daily volume of wastewater exceeding 540 litres per 2,000m² of lot size and site conditions are suitable for on-site effluent disposal.

4.11.3 Buildings occupied or intended to be occupied by more than one separate business establishment (i.e. tenement buildings) within the General Industry zone shall be constructed so that every occupancy:

- (a) has a floor area of at least 100 square metres and a minimum internal dimension of not less than eight metres;

- (b) has an open yard area with direct access to a service access road of not less than 6 metres in width.

4.11.4 The minimum standard fence for any lot classified General Industry zone shall be 1.8 metre high link mesh fence constructed in accordance with the local government's current local law pertaining to boundary fencing unless otherwise approved by the local government.

4.12 Development in the Rural Townsite Zone

4.12.1 Development in the Rural Townsite zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.

4.12.2 The local government may require the preparation and adoption of a local structure plan prior to the approval of any subdivision or development of any land within the Rural Townsite zone where necessary to coordinate servicing, access, the provision of public open space or any other matters which require the preparation of a structure plan.

4.12.3 Where reticulated sewerage is not available, a Site and Soil Evaluation report in accordance with *AS/NZS 1547 – On-Site Domestic Wastewater Management* and the requirements of the Government Sewerage Policy is to be provided.

4.13 Development in the Rural Residential and Rural Smallholdings Zone

4.13.1 Development in the Rural Residential and Rural Smallholdings zones shall comply with the requirements of 'Table 2: Development Table – General', the objectives for these zones as outlined in Part 3 and any other requirements of the scheme as laid out in Parts 4 and 5 and Schedules 4 and 5.

4.13.2 In addition to the requirement for a Structure Plan, the Schedule 4 & 5 provisions applicable to a specific area of Rural Residential or Rural Smallholding zoned land shall specify:

- (a) any facilities which the purchasers of the lots will be required to provide (e.g. their own potable water supply, liquid or solid waste disposal, etc.);
- (b) proposals for the control of land uses and development which will ensure that the purpose and intent of the zone and the rural environment and amenities are not impaired; and
- (c) any special provisions appropriate to secure the objectives of the zone.

4.13.3 Within the Rural Residential and Rural Smallholdings zones the local government will not support the erection of more than one (1) single house per lot. The local government may, at its discretion, approve ancillary accommodation.

- 4.13.4 The local government may grant temporary development approval for the occupation of an outbuilding on a Rural Residential or Rural Smallholding zoned lot for a period not exceeding two (2) years if a building licence for a dwelling is concurrently in force or an application for such use is before the local government and the outbuilding complies with the specific requirements of the Building Code of Australia.
- 4.13.5 A building on a lot must be contained within the building envelope defined on the approved Structure Plan except that the local government may permit the construction of buildings in areas other than the building envelope if it is satisfied that the proposed location thereof will not be detrimental to the landscape and/or environmental qualities of the land or the amenity of the locality.
- 4.13.6 No local native trees or shrubs shall be felled or removed from a lot other than within an agreed building envelope except where in the opinion of the local government:
- i) such trees and shrubs are dead, diseased or dangerous;
 - ii) the establishment or maintenance of a firebreak is required under a regulation or local -law; or
 - iii) it is necessary to allow for the construction or maintenance of vehicle access, fences or essential services.

4.14 Development in the Rural Zone

- 4.14.1 Development in the Rural zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.
- 4.14.2 The local government may support subdivision in the Rural zone for the purposes of a homestead lot subject to:
- i) the proposed homestead lot containing an existing dwelling;
 - ii) the population in the locality is declining or relatively static;
 - iii) the proposed homestead lot has an area of between one (1) and four (4) hectares excluding any battleaxe leg, or up to twenty (20) hectares where it is desirable to respond to landform or to include existing outbuildings or water sources;
 - iv) the proposed homestead lot is served by an adequate water supply for domestic, land management and fire management purposes;
 - v) the proposed homestead lot has frontage to a constructed public road; and
 - vi) a homestead lot has not been excised from the original agricultural lot in the past.

4.15 Development in the Tourism Zone

4.15.1 Development in the Tourism zone shall comply with the requirements of 'Table 2: Development Table – General' and the objectives for that zone as outlined in Part 3.

4.15.2 The local government may require the preparation and adoption of a Structure Plan prior to the approval of development of any land within the Tourism zone.

4.16 Industrial Development Zone Requirements

4.16.1 Subdivision and development in the Industrial Development zone shall be in accordance with a structure plan prepared and approved in accordance with Part 4 of the Deemed Provisions, unless the proposed subdivision and development is approved by the decision-maker in accordance with Part 4, clause 27(2) of the Deemed Provisions.

4.17 Urban Development Zone Requirements

4.17.1 Subdivision and development in the Urban Development zone shall be in accordance with a structure plan prepared and approved in accordance with Part 4 of the Deemed Provisions, unless the proposed subdivision and development is approved by the decision-maker in accordance with Part 4, clause 27(2) of the Deemed Provisions.

4.18 Extractive Industries

4.18.1 The development of extractive industries in the Scheme area will only be supported by the local government under the following circumstances:

- (a) where the extraction of minerals or basic raw materials does not unreasonably affect the environment or amenity in the locality of the operation during or after excavation;
- (b) where due consideration is given to the rehabilitation and sequential use of extraction areas early in the planning process and is documented in a suitable management plan to be prepared and approved by the local government prior to any development; and
- (c) where proposals comply with all relevant legislation, policies, guidelines and codes of practice applicable at the time including any operative local government local law.

4.19 Home Occupation, Home Business & Rural Home Business

4.19.1 In considering an application for home occupation, home business or rural home business the local government will have regard for the character and amenity of the locality.

4.19.2 If in the opinion of the local government a home occupation, home business or rural home business is having a negative impact on the character and/or amenity of a locality or is causing a

nuisance or annoyance to owners or occupiers of land in the locality, the local government may rescind the approval.

- 4.19.3 Where the conditions of approval to conduct a home occupation, home business or rural home business are breached the local government may revoke the approval.

4.20 Caretakers Dwellings

- 4.20.1 The local government shall not approve more than one (1) caretakers dwelling on any lot.

- 4.20.2 Where the local government approves the development of a caretaker's dwelling such dwelling is required to be located so that has minimal spatial impacts on the predominant use of that land and is screened from the road frontage to the satisfaction of the local government unless otherwise approved.

- 4.20.3 The total floor area measurement of a caretakers dwelling from the external face of walls (excluding verandahs, garage, carport or the like) shall not be greater than 120m².

4.21 Outbuildings

- 4.21.1 The siting and design of outbuildings shall be in accordance with the Residential Design Codes in a Residential Zone or any local planning policy adopted by the local government for Residential zoned land or as indicated in 'Table 2: Development Table – General' for non-residential zones or any local planning policy adopted by the local government for non-residential zones.

- 4.21.2 Notwithstanding any other provisions contained in the Scheme, the local government may refuse to grant development approval for any outbuilding on any Residential, Rural Townsite or Rural Residential zoned lot which does not contain a dwelling.

4.22 Parking of Commercial Vehicles in Residential Areas

- 4.22.1 The parking of a commercial vehicle in excess of 3.5 tonne tare weight shall not be permitted on any Residential zoned lot without the development approval of the local government except for the purpose of delivering or loading normally associated with residential uses.

- 4.22.2 A commercial vehicle shall be considered to be parked on a lot for the purpose of this clause if it remains on that lot for more than 1 hour in aggregate over any period of 24 hours.

- 4.22.3 Under this clause the local government shall only approve the parking of a maximum of one commercial vehicle per lot.

- 4.22.4 The parking and repair of commercial vehicles in residential areas shall be in accordance with the following provisions:

- (a) the lot on which the vehicle is parked contains only a single house (including any associated outbuilding) provided that the local government may permit the parking of such vehicle on a lot which contains grouped dwellings if it is of the opinion that this will not adversely affect the amenity of the grouped dwelling development or the surrounding area;
- (b) the vehicle is used by an occupant that is lawfully occupying the dwelling on the lot;
- (c) the vehicle is parked entirely on the subject lot and is located on a hard stand area not readily visible from beyond the property boundaries with adequate screening provided to the satisfaction of the local government or parked within a garage;
- (d) the vehicle does not exceed 3 metres in height (including any load), 2.5 metres in width and 16 metres in length;
- (e) the vehicle is not started or maneuvered on site between the hours of 10.00pm and 6.00 am the following day;
- (f) while on the lot, the vehicle's motor is not left running while the vehicle is unattended or in any event for any period in excess of five (5) minutes;
- (g) the vehicle, while on the lot is not loaded with goods or materials that may cause nuisance, risk or pollution to the detriment of the amenity of the area or nearby residents;
- (h) the vehicle is not carrying a refrigeration unit which is operating on a continuous or intermittent basis;
- (i) while on the lot, there is no transfer of goods or passengers from one vehicle to another vehicle, loading and unloading of the vehicle, or storage of goods associated with the use of the vehicle;
- (j) the vehicle is not used or operated as a tow truck or other emergency vehicle, between the hours of 10.00pm to 6.00am in a manner that adversely affects the residential amenity of the area; and
- (k) only minor servicing, including minor mechanical repairs and adjustments, and/or cleaning that generates easily contained liquid waste is carried out on the lot. All cleaning and servicing shall be conducted at the rear of the dwelling.

4.22.5

The local government may upon application for development approval approve a variation to any of the requirements of clause 4.22.4 provided that it is satisfied that the variation will not adversely affect the amenity of the area surrounding the subject lot or occupants of the locality.

4.23 Outdoor Storage Areas

4.23.1 Open air displays, industrial hire services, storage facilities, depots, laydown areas and any other open area shall be sealed, paved and/or landscaped to the satisfaction of the local government and maintained in good condition.

4.23.2 Any open storage area, utilitarian area or any other space used in connection with a commercial or industrial use which, by virtue of its location and use is likely to detract from the visual amenity of the surrounding area, shall be screened from public view by a closed wall or fence no less than 1.8 metres in height, or screen landscaping approved by the local government.

4.24 Derelict Vehicles, Machinery and Objects

The local government shall not permit the storage and/or wrecking of derelict vehicles, sea containers or machinery or the storage of any materials (including fuel, raw materials, products or by-products, or waste of manufacture) within any zone if it is visible from any road or where, in the opinion of the local government, it detracts from the amenity and safety of the locality.

4.25 Relocated Second-Hand and Transportable Dwellings & Sea Containers

4.25.1 Where an application for development approval is made to use a relocated second-hand or transportable dwelling or sea container the local government is not to grant approval to that application unless notice is given in accordance with in accordance with clause 64 of the deemed provisions.

4.25.2 Where a relocated second-hand or transportable dwelling or sea container is proposed to be placed on a lot in the scheme area the local government may require, amongst other things, the sub-floor area of the structure to be enclosed with brick, stone, vermin battens or by other means acceptable to the local government and, where the structure is considered by the local government to be exposed, or in a position such as to be visually prominent, the local government may require satisfactory landscaping measures, or the like, to be carried out.

4.26 Maximum Building Height

4.26.1 Unless provided for elsewhere in the Scheme or the Residential Design Codes, no site shall be developed or building constructed to contain more than two storeys or exceed 10 metres in height measured to the highest proportion of the building from mean natural ground level, or such other ground level, as may reasonably be determined by the local government.

4.26.2 The local government may vary this requirement if it is satisfied that the development can comply with the development standards and:

- (a) will not restrict light, sunshine and natural ventilation enjoyed by surrounding properties;
- (b) will not intrude upon the privacy enjoyed by surrounding properties by virtue of overview;
- (c) will not diminish views or outlook available from surrounding properties; and
- (d) is sympathetic with the scale, townscape and character of the surrounding built environment.

4.27 Retaining Walls and Fencing

4.27.1 No retaining wall shall be constructed which alters the contours of the natural surface by more than 0.5 metres without the prior development approval of the local government and the local government in granting such development approval is satisfied that the proposal will not adversely impact on the amenity of surrounding land and developments, occupants or the streetscape.

4.27.2 In granting development approval for a retaining wall the local government may impose such conditions as it thinks appropriate to address matters including (but not limited to):

- (a) the engineering design;
- (b) materials;
- (c) shape;
- (d) colours;
- (e) height; and
- (f) use of land retained.

4.27.3 The erection of any screen wall and/or fencing shall be of a uniform design, colour, material and height to the satisfaction of the local government and the local government may refuse to grant development approval for any screen wall or fence that would likely adversely affect the amenity of the occupants of the adjoining land, the immediate locality or the streetscape.

4.27.4 Fencing shall be provided to all boundaries abutting reserved land, except road reserves, to prevent vehicular ingress or egress unless otherwise approved by the local government.

4.28 Car Parking Requirements

4.28.1 A person shall not develop or use any land or erect, use or adapt any building unless a suitable number of car parking spaces are provided on site and in accordance with the car parking requirements for particular developments and land uses as listed in 'Table 2: Development Table – General' or as varied by the provisions of this Scheme.

- 4.28.2 Except for car parking spaces required for residential purposes, car parking is to be provided on-site in accordance with Australian Standard AS2890.1-2004 (as amended).
- 4.28.3 For open car parking facilities with 20 or more parking spaces a minimum area equivalent to one parking space shall be provided in suitable locations for every 20 parking spaces for garden and planting of native plants and trees to provide visual relief and so long as these garden and planting areas are maintained in good order, those areas provided for this purpose shall be included in calculations as landscaping and not as car parking.
- 4.28.4 Where an applicant for development approval can demonstrate that other off-street parking facilities are available to be shared with other land uses operating at different times, the local government may approve a development with less than the required number of on-site car bays provided:
- (a) the local government is satisfied that no conflict will occur in the operation of land uses for which the joint use of parking facilities is proposed; and
 - (b) landowners who request sharing of parking facilities enter into a legal agreement to the local government's satisfaction for reciprocal access to parking facilities.
- 4.28.5 The local government may at its discretion accept the payment of cash-in-lieu of car parking spaces.

4.29 Traffic Entrances

- 4.29.1 The local government may refuse to permit more than one vehicle entrance or exit to or from any lot, may require separate entrances and exits, or may require that entrances and exits be placed in positions nominated by it, if it considers such provision necessary to avoid or to reduce traffic hazards.
- 4.29.2 Access to a lot for vehicles may not be permitted directly to or from major roads where access is available from side or rear streets.
- 4.29.3 Where access to a lot abutting a major road is available only from that road, parking, servicing, and circulation areas within the lot shall be designed and constructed so as to allow unhindered movement within the lot and to enable vehicles to enter and leave the site in forward gear, unless the applicant can provide sufficient information to demonstrate other suitable and safe arrangements to the satisfaction of the local government.

4.30 Visual Truncations – Corner Lots & Vehicle Access Ways

Except with the approval of the local government, no building, wall, fence or other form of visual obstruction greater than 0.75

metres in height, measured from the natural ground level at the boundary, shall be constructed or placed on a lot within a 6 metre by 6 metre truncation of a street corner or within a 2 metre by 2 metre truncation of a vehicular access way.

4.31 Access for Loading & Unloading Vehicles

For all non-residential proposals:

- (a) no land shall be used or buildings developed unless provision is made for the purpose of loading or unloading goods or materials to the satisfaction of the local government; and
- (b) the local government will normally seek to ensure that servicing vehicles will be able to leave and enter the street in a forward direction.

4.32 Development of Land without Constructed / Dedicated Road Frontage or Access

Notwithstanding any other provision of the Scheme, the development approval of the local government is required for any development on land abutting an unconstructed road or a lot or location which does not have frontage to a dedicated road. In considering such an application, the local government may: -

- (a) refuse the application until the road has been constructed and access by means of a dedicated road is provided; or
- (b) require other legal arrangements to be made for permanent legal access, to the satisfaction of the local government; or
- (c) where dedicated road access is available, grant approval to the application subject to a condition requiring the applicant to pay a sum of money towards the cost of constructing the road or part thereof and any other condition it considers fit to impose.

4.33 Development adjoining Primary Distributor Roads

4.33.1 The minimum setback for noise-sensitive land uses from any Primary Distributor Road shall be 100 metres. The local government may consider a reduced setback where:

- (a) the development will not adversely affect the amenity of the locality, including character, landscape and environmental values;
- (b) the development will be compatible with its setting, including the relationship of the development to development on adjoining land, or on other land in the locality;
- (c) the development does not adversely impact the functioning of the main road, and is not subject to unreasonable levels of transport noise;

- (d) the development is advertised in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

4.33.2 In considering an application for development approval for noise-sensitive land uses that is setback less than 100 metres from a main road, the local government shall refer the application to Main Roads WA for consideration and comment. The local government shall have due regard to any comments received from Main Roads WA.

4.33.3 Development of noise-sensitive land uses adjoining a Primary Distributor Road may require assessment against State Planning Policy 5.4 – Road and Rail Noise to determine the likely impact of transport noise, and any required noise mitigation measures required.

4.34 Advertisements

For the purpose of this Scheme, the erection, placement and display of advertisements and the use of land and buildings for that purpose is development within the definition of the *Planning and Development Act 2005* and requires the development approval of the local government in accordance with the provisions of Part 9 of the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, unless it is an exempted advertisement as listed the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2 or in Schedule A.

4.35 Potable Water Supply

4.35.1 In areas where scheme water is readily available, all development is required to be connected to that scheme water supply.

4.35.2 For new Residential, Rural-Residential, Industrial and Commercial subdivisions connection to the Water Corporations reticulated water supply will be required.

4.35.3 Where for Rural-Residential subdivision it is not practical or reasonable for lots to connect to a reticulated water supply, alternative potable water supply arrangements may be considered.

4.35.4 In areas where scheme water is not readily available, all development is required to be provided with drinking water supply in accordance with the standards specified in the *Australian Drinking Water Guidelines 1996*.

4.36 Effluent Disposal

4.36.1 Development must provide for effluent disposal in accordance with the requirements of the Government Sewerage Policy.

4.36.2 Any development must be connected to deep sewerage, except where exemptions apply under State Government Sewerage Policy. The policy recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply linked to the management priority of the site.

4.37 Vegetation Protection

4.37.1 The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 or the clearing is of a type that does not require a permit (i.e. the clearing is for an exempt purpose as prescribed in the Environmental Protection (Clearing of Native Vegetation) Regulations 2004.

4.37.2 The local government may, as a condition of subdivision or development approval, require the rehabilitation of degraded land, the fencing of remnant vegetation and the revegetation of areas considered to be deficient in tree cover.

Part 5 – Special Control Areas

5.1 Operation of special control areas

5.1.1 The following special control areas are shown on the Scheme Maps:

1. Special Control Areas including Buffer zones are shown on the Scheme Map as SCA with a number and included in Schedule 7.

5.1.2 In respect of a Special Control Area shown on a Scheme Map, the provisions applying to the Special Control Area apply in addition to the provisions applying to any underlying zone or reserve and any general provisions of the Scheme.

Schedules

Schedule 1	Dictionary of defined terms - General definitions - Land use definitions
Schedule 2	Additional Uses
Schedule 3	Restricted Uses
Schedule 4	Special Use Zones
Schedule 5	Rural Residential zones and provisions
Schedule 6	Environmental Conditions
Schedule 7	Special Control Areas
Schedule 8	Form of application for development approval
Schedule 9	Additional information for advertisements
Schedule 10	Notice of public advertisement of planning proposal
Schedule 11	Notice of determination on application for development approval
Schedule A	Supplemental Provisions

Schedule 1 – Dictionary of defined terms

[cl. 1.13]

1. GENERAL DEFINITIONS

Unless otherwise listed below, the terms used in the scheme have the same meaning as the general definitions and land use terms contained in Part 6 of Schedule 1 of the model provisions for local planning schemes in the *Planning and Development (Local Planning Schemes) Regulations 2015*, or have the same meaning as defined in the *State Planning Policy 3.1 – Residential Design Codes*.

“advertisement” means any word, letter, model, sign, placard, board, notice, device or representation, whether illuminated or not, that is used wholly or partly for the purposes of advertising, announcing or directing, and includes -

- (a) any hoarding or similar structure used, or adapted for use, for the display of advertisements; and
- (b) any airborne device anchored to any land or building used for the display of advertising; and
- (c) any vehicle or trailer or other similar object placed or located so as to serve the purpose of displaying advertising;

“amenity” means all those factors which combine to form the character of an area and include the present and likely future amenity;

“building envelope” means an area of land within which all buildings and effluent disposal facilities on the a must be contained;

“building height” when used in relation to a building that is used for –

- (a) residential purposes, has the same meaning as in the Residential Design Codes; or
- (b) purposes other than residential purposes, means the maximum vertical distance between the ground level and the finished roof height directly above;

“Commission” means the Western Australian Planning Commission;

“conservation” has the same meaning as in the *Heritage of Western Australia Act 1990*;

“cultural heritage significance” has the same meaning as the *Heritage of Western Australia Act 1990*;

“effluent disposal system” means the apparatus for the treatment of sewerage as defined in the *Health Act 1911*;

“floor area” has the same meaning as in the *Building Code of Australia 1996* published by the Australian Building Codes Board;

“frontage” in relation to a building -

- (a) if the building is used for residential purposes, has the meaning given in the R-Codes; or
- (b) if the building is used for purposes other than residential purposes, means the line where a road reserve and the front of the lot meet and, if a lot abuts 2 or more road reserves, the one to which the building or proposed building faces;

“Gazettal date” in relation to a Scheme, means the date on which the Scheme is published in the *Gazette* under section 87 of the *Planning and Development Act 2005*;

“incidental use” means a use of premises which is ancillary and subordinate to the predominant use;

“local government” means the Shire of Narrogin.

“Local Planning Strategy” means the Local Planning Strategy in respect of the Scheme, as endorsed by the Commission under regulation 12 of the *Planning and Development (Local Planning Schemes) Regulations 2015* and amended from time to time;

“lot” has the same meaning as in the *Planning and Development Act 2005* but does not include a strata or survey strata lot;

“minerals” has the same meaning as in the *Mining Act 1978*;

“net lettable area (nla)” means the area of all floors within the internal finished surfaces of permanent walls but excludes the following areas –

- (a) all stairs, toilets, cleaner's cupboards, lift shafts and motor rooms, escalators, tea rooms and plant rooms, and other service areas;
- (b) lobbies between lifts facing other lifts serving the same floor;

- (c) areas set aside as public space or thoroughfares and not for the exclusive use of occupiers of the floor or building;
- (d) areas set aside for the provision of facilities or services to the floor or building where such facilities are not for the exclusive use of occupiers of the floor or building;

“non-conforming use” has the same meaning as it has in section 172 of the *Planning and Development Act 2005*;

“owner” in relation to any land, includes the Crown and every person who jointly or severally whether at law or in equity –

- (a) is entitled to the land for an estate in fee simple in possession;
- (b) is a person to whom the Crown has lawfully contracted to grant the fee simple of that land;
- (c) is a lessor or licensee from the Crown; or
- (d) is entitled to receive or is in receipt of, or if the land were let to a tenant, would be entitled to receive, the rents and profits from the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise;

“Planning Act” means the *Planning and Development Act 2005*;

“plot ratio” means the ratio of the floor area of a building to an area of land within the boundaries of the lot or lots on which the building is located;

“precinct” means a definable area where particular planning policies, guidelines or standards apply;

“predominant use” means the primary use of premises to which all other uses carried out on the premises are subordinate, incidental or ancillary;

“premises” means land or buildings;

“region scheme” means a regional planning scheme made under the *Western Australian Planning Commission Act 1985*, as amended from time to time;

“Residential Design Codes” means the Residential Design Codes in Appendix 2 to the Western Australian Planning Commission Statement of Planning Policy No. 1, as amended from time to time;

“retail” means the sale or hire of goods or services to the public;

“substantially commenced” means that work or development the subject of development approval has been begun by the performance of some substantial part of that work or development;

“wholesale” means the sale of good or materials to be sold by others;

“zone” means a portion of the Scheme area shown on the map by distinctive colouring, patterns, symbols, hatching or edging for the purpose of indicating the restrictions imposed by the Scheme on the use and development of land, but does not include a reserve or special control area.

2.

LAND USE DEFINITIONS

In the Scheme –

“**abattoir**” means premises used commercially for the slaughtering of animals for the purposes of consumption as food products;

“**aged and dependent persons dwelling**” has the same meaning given to the term in the Residential Design Codes;

“**aged persons hostel**” means premises used for the accommodation of aged persons in independent units and where meals and other facilities are provided;

“**agriculture – extensive**” means premises used for the raising of stock or crops including outbuildings and earthworks, but does not include agriculture – intensive or animal husbandry – intensive;

“**agriculture – intensive**” means premises used for trade or commercial purposes, including outbuildings and earthworks, associated with any of the following –

- (a) the production of grapes, vegetables, flowers, exotic or native plants, or fruit or nuts;
- (b) the establishment and operation of plant or fruit nurseries;
- (c) the development of land for irrigated fodder production or irrigated pasture (including turf farms); or
- (d) aquaculture;

“**amusement parlour**” means premises –

- (a) that are open to the public; and
- (b) that are used predominantly for amusement by means of amusement machines including computers; and
- (c) where there are 2 or more amusement machines;

“**animal establishment**” means premises used for the breeding, boarding, training or caring of animals for commercial purposes but does not include animal husbandry – intensive or veterinary centre;

“**animal husbandry – intensive**” means premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either

meat of fur production) and other livestock feedlots, sheds or rotational pens;

“bed and breakfast” means a dwelling –

- (a) used by a resident of the dwelling to provide for short term accommodation, including breakfast, on a commercial basis for not more than 4 adult persons or one family; and
- (b) containing not more than 2 guest bedrooms;

“betting agency” means an office or totalisator agency established under the *Racing and Wagering Western Australia Act 2003*;

“boarding house” means a building in which provision is made for lodging or boarding more than four persons, exclusive of the family of the keeper, for hire or reward, but does not include:

- (a) containing not more than 2 guest bedrooms;
- (b) premises the subject of a Hotel, Limited Hotel or Tavern Licence granted under the provisions of the Liquor Act 1970 (as amended);
- (c) premises used as a boarding school approved under the Education Act, 1928 (as amended);
- (d) a single dwelling, attached, grouped or multiple dwelling unit;
- (e) any building that is the subject of a strata title issued under the provisions of the Strata Titles Act, 1985 (as amended).

“bulky goods showroom” – means premises –

- (a) used to sell by retail any of the goods and accessories of the following types that are principally used for domestic purposes –
 - (i) automotive parts and accessories;
 - (ii) camping, outdoor and recreation goods;
 - (iii) electric light fittings;
 - (iv) animal supplies including equestrian and pet goods;
 - (v) floor and window coverings;
 - (vi) furniture, bedding, furnishings, fabrics, manchester and homewares;
 - (vii) household appliances, electrical goods and home entertainment goods;
 - (viii) party supplies;
 - (ix) office equipment and supplies;
 - (x) babies' and childrens' goods, including play equipment and accessories;

- (xi) sporting, cycling, leisure, fitness goods and accessories;
- (xii) swimming pools;

or

- (b) used to sell by retail goods and accessories by retail if –
 - (i) a large area is required for the handling, display or storage of the goods; or
 - (ii) vehicular access is required to the premises for the purpose of collection of purchased goods;

“car park” means premises used primarily for parking vehicles whether open to the public or not but does not include –

- (a) any part of a public road used for parking or for a taxi rank; or
- (b) any premises in which cars are displayed for sale

“caravan park” has the same meaning as in the *Caravan Parks and Camping Grounds Act 1995* section 5(1);

“caretaker’s dwelling” means a dwelling on the same site as a building, operation, or plant used for industry, and occupied by a supervisor of that building, operation or plant;

“childcare premises” means premises where –

- (a) an education and care service as defined in the *Education and Care Services National Law (Western Australia)* section 5(1), other than a family day care service as defined in that section, is provided; or
- (b) a child care service as defined in the *Child Care Services Act 2007* section 4 is provided;

“cinema/theatre” means premises where the public may view a motion picture or theatrical production;

“civic use” means premises used by the government department, an instrumentality of the State, or the local government, for administrative, recreational or other purposes;

“club premises” means premises used by a legally constituted club or association or other body of persons united by a common interest;

“commercial vehicle parking” means premises used for parking of one or 2 commercial vehicles but does not include –

- (a) any part of a public road used for parking or for a taxi rank; or
- (b) parking of commercial vehicles incidental to the predominant use of the land.

“community purpose” means premises designed or adapted primarily for the provision of educational, social or recreational facilities or services by organisations involved in activities for community benefit;

“consulting rooms” means premises used by no more than 2 health practitioners at the same time for the investigation or treatment of human injuries or ailments and for general outpatient care;

“convenience store” means premises –

- (a) used for the retail sale of convenience goods commonly sold in supermarkets, delicatessens or newsagents; and
- (b) operated during hours which include, but may extend beyond, normal trading hours; and
- (c) the floor area of which does not exceed 300m² net lettable area;

“educational establishment” means premises used for the purposes of providing education including premises used for a school, higher education institution, business college, academy or other educational institution;

“exhibition centre” means premises used for the display, or display and sale, of materials of an artistic, cultural or historical nature, and includes a museum or art gallery;

“family day care” means premises where a family day care service as defined in the *Education and Care Services National Law (Western Australia)* is provided;

“fast food outlet / lunch bar” means premises, including premises with a facility for drive-through service, used for the preparation, sale and serving of food to customers in a form ready to be eaten –

- (a) without further preparation; and
- (b) primarily of the premises;

“fuel depot” means premises used for the storage and sale in bulk of solid or liquid or gaseous fuel but does not include premises used –

- (a) as a service station; or
- (b) for the sale by retail into a vehicle for use by the vehicle;

“funeral parlour” means premises used –

- (a) to prepare and store bodies for burial or cremation;
- (b) to conduct funeral services;

“garden centre” means premises for the propagation, rearing and sale of plants, and the storage and sale of products associated with horticulture and gardens.

“grouped dwelling” has the same meaning given to the term in the Residential Design Codes;

“health studio” means any land and buildings designed and equipped for physical exercise, recreation and sporting activities including outdoor recreation;

“home business” means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or profession –

- (a) does not involve employing more than 2 people not members of the occupier's household;
- (b) will not cause injury to or adversely affect the amenity of the neighbourhood;
- (c) does not occupy an area greater than 50m²;
- (d) does not involve the retail sale, display or hire of goods unless the sale, display or hire is done only by means of the internet;
- (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood;
- (f) does not involve the presence, use or calling of a vehicle more than 4.5 tonnes tare weight; and
- (g) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located;

“home occupation” means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out an occupation if the carrying out of the occupation that –

- (a) does not involve employing a person who is not a member of the occupier's household;

- (b) will not cause injury to or adversely affect the amenity of the neighbourhood;
- (c) does not occupy an area greater than 20m²;
- (d) does not display on the premises of a sign with an area exceeding 0.2m²;
- (e) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the internet;
- (f) does not –
 - (i) require a greater number of parking spaces than normally required for a single dwelling; or
 - (ii) result in an increase in traffic volume in the neighbourhood, does not involve the presence;
- (g) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight;
- (h) does not include provision for the fuelling, repair or maintenance of motor vehicles; and
- (i) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located;

“home office” means dwelling used by the occupier of the dwelling to carry out a home occupation if the carrying out of the occupation –

- (a) is solely within the dwelling;
- (b) does not entail clients or customers travelling to and from the dwelling;
- (c) does not involve the display of a sign on the premises; and
- (d) does not require any change to the external appearance of the dwelling;

“home store” means a shop attached to a dwelling that –

- (a) has a net lettable area not exceeding 100m²; and
- (b) is operated by a person residing in the dwelling;

“hotel” means premises the subject of a hotel license other than a small bar or tavern licence granted under the *Liquor Licensing Act 1988* including any betting agency on the premises;

“industry” means 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;

“industry – extractive” means premises, other than premises used for mining operations, that are used for the extraction of basic raw materials including by means of ripping, blasting or dredging and may include facilities for any of the following purposes –

- (a) the processing of raw materials including crushing, screening, washing, blending or grading;
- (b) activities associated with the extraction of basic raw materials including wastewater treatment, storage, rehabilitation, loading, transportation, maintenance and administration;

“industry – light” means premises used for an industry where impacts on the amenity of the area in which the premises is located can be mitigated, avoided or managed;

“industry – primary production” means premises used –

- (a) to carry out a primary production business as that term is defined in the *Income Tax Assessment Act 1997* (Commonwealth) section 995-1; or
- (b) for a workshop servicing plant or equipment used in the primary production businesses.

“landscape supplies” means premises used for the storage and sale of items such as woodchips, logs, rocks, sand stone and other such materials.

“laundromat” means any land or building, open to the public in which washing machines, with or without provision for drying clothes, are available for use.

“liquor store” means premises the subject of a liquor store license granted under the Liquor Control Act 1988.

“market” – means premises used for the display and sale of goods from stalls by independent vendors;

“medical centre” – means premises, other than a hospital, used by 3 or more health practitioner(s) at the same time for the investigation or treatment of

human injuries or ailments and for general outpatient care;

“mining operations” - means premises where mining operations, as that term is defined in the *Mining Act 1978* section 8(1) is carried out;

“motel” – means premises, which may be licensed under the *Liquor Control Act 1998* –

- (a) used to accommodate guests in a manner similar to a hotel; and
- (b) with specific provision for the accommodation of guests with motor vehicles;

“motor vehicle, boat or caravan sales” – means premises used to sell or hire motor vehicles, boats or caravans;

“motor vehicle recovery and towing” – means premises used for the transfer and temporary storage of damaged motor vehicles and includes the maintenance, management and repair of the vehicles used to recover and tow damaged motor vehicles;

“motor vehicle repair” – means premises used for or in connection with:

- (a) electrical and mechanical repairs, or overhauls, to vehicles other than panel beating, spray painting or chassis reshaping of vehicles; or
- (b) repairs to tyres other than recapping or re-treading of tyres;

“motor vehicle wash” – means premises primarily used to wash motor vehicles;

“motor vehicle wrecking” – means premises used for the storage, breaking up or dismantling of motor vehicles and includes the sale of second-hand motor vehicle accessories and spare parts;

“multiple dwelling” has the same meaning given to the term in the Residential Design Codes.

“nightclub” – means premises the subject of a night club license granted under the *Liquor Control Act 1988*;

“nursing home” – means a hospital in which patients reside.

“office” – means premises used for administration, clerical, technical, professional or similar business activities;

“place of worship” – means premises used for religious activities such as a church, chapel, mosque, synagogue or temple;

“public utility” means any work or undertaking constructed or maintained by a public authority or the local government as may be required to provide water, sewerage, electricity, gas, drainage, communications or other similar services;

“reception centre” – means premises used for hosted functions on formal or ceremonial occasions;

“recreation – private” – means premises that are –

- (a) used for indoor or outdoor leisure, recreation or sport; and
- (b) not usually open to the public without charge;

“resource recovery centre” means premises other than a waste disposal facility used for the recovery of resource from waste.

“residential building” – has the same meaning as in the Residential Design Codes;

“restaurant/café” - means premises primarily used for the preparation, sale and serving of food and drinks for consumption on the premises by customers for whom seating is provided, including premises that are licenced under the *Liquor Control Act 1988*;

“restricted premises” – means premises used for the sale by retail or wholesale, or the offer by hire, loan or exchange, or the exhibition, display or delivery of –

- (a) publications that are classified as restricted under the *Classification (Publications, Films and Computer Games) Act 1995* (Commonwealth); or
- (b) materials, compounds, preparations or articles which are used or intended to be used primarily in or in connection with any form of sexual behaviour or activity;
- (c) smoking related implements

“roadhouse” means premises that has direct access to a State road other than a freeway and which provides the services or facilities provided by a freeway service centre and may provide any of the following facilities or services –

- (a) a full range of automotive repair services;

- (b) wrecking, panel beating and spray painting services;
- (c) transport depot facilities;
- (d) short-term accommodation for guests;
- (e) facilities for being a muster point in response to accidents, natural disasters and other emergencies;

“rural home business” - means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or occupation –

- (a) does not involve employing more than 2 people who are not members of the occupier's household;
- (b) will not cause injury to or adversely affect the amenity of the neighbourhood;
- (c) does not occupy an area greater than 200m²;
- (d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the internet;
- (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
- (f) does not involve the presence, use or calling of more than 3 vehicles at any one time or of a vehicle of more than 30 tonnes gross tare weight;

“rural pursuit/hobby farm” – means any premises, other than premises used for agriculture – extensive or agriculture – intensive, that are used by an occupier of the premises to carry out any of the following activities if carrying out of the activity does not involve permanently employing a person who is not a member of the occupier's household –

- (a) the rearing, agistment, stabling or training of animals;
- (b) the keeping of bees;
- (c) the sale of produce grown solely on the premises;

“salvage yard” means premises used for the storage and sale of materials salvaged from the erection, demolition, dismantling or renovating of, or fire or flood damage to structures including (but without limiting the generality of the foregoing) buildings, machinery, vehicles and boats;

“service station” – means premises other than premises used for a transport depot, panel beating, spray painting, major repairs or wrecking, that are used for –

- (a) the retail sale of petroleum products, motor vehicle accessories and goods of an incidental/convenience retail nature; or
- (b) the carrying out of greasing, tyre repairs and minor mechanical repairs to motor vehicles,

“shop” – means premises other than a bulky goods showroom, a liquor store – large or a liquor store – small used to sell goods by retail, to hire goods, or to provide services of a personal nature, including hairdressing or beauty therapy services;

“single house” has the same meaning given to the term in the Residential Design Codes.

“tavern” – means premises as the subject of a tavern license granted under the *Liquor Licensing Act 1988*;

“telecommunications infrastructure” – means premises used to accommodate the infrastructure used by or in connection with a telecommunications network including any line, equipment, apparatus, tower, antenna, tunnel, duct, hole, pit or other structure related to the network;

“tourist development” means a building, or a group of buildings forming a complex, other than a bed and breakfast, a caravan park or holiday accommodation, used to provide –

- (a) short-term accommodation for guests; and
- (b) onsite facilities for the use of guests; and
- (c) facilities for the management of the development;

“trade display” – means premises used for the display of trade goods and equipment for the purpose of advertisement;

“trade supplies” means premises used to sell by wholesale or retail, or to hire, assemble or manufacture any materials, tools, equipment, machinery or other goods used for the following purposes including goods which may be assembled or manufactured off the premises —

- (a) automotive repairs and servicing;
- (b) building including repair and maintenance;
- (c) industry;
- (d) landscape gardening;
- (e) provision of medical services;
- (f) primary production;
- (g) use by government departments or agencies, including local government.

“transport depot” means premises used primarily for the parking or garaging of 3 or more commercial vehicles including –

- (a) any ancillary maintenance or refuelling of those vehicles; and
- (b) any ancillary storage of goods brought to the premises by those vehicles; and
- (c) the transfer of goods or persons from one vehicle to another;

“veterinary centre” – means premises used to diagnose animal diseases or disorders, to surgically or medically treat animals, or for the prevention of animal diseases or disorders;

“warehouse / storage” – means premises including indoor or outdoor facilities used for –

- (a) the storage of goods, equipment, plant or materials; or
- (b) the display or sale by wholesale of goods.

“waste disposal facility” means premises used —

- (a) for the disposal of waste by landfill; or
- (b) the incineration of hazardous, clinical or biomedical waste;

“waste storage facility” means premises used to collect, consolidate, temporarily store or sort waste before transfer to a waste disposal facility or a resource recovery facility on a commercial scale;

“winery” – means premises used for the production of viticultural produce and associated sale of the produce.

“workforce accommodation” – means premises, which may include modular or relocatable buildings, use –

- (a) primarily for the accommodation of workers engaged in construction, resource, agricultural or other industries on a temporary basis; and
- (b) for any associated catering, sporting or recreation facilities for the occupants and authorised visitors;

Schedule 2 – Additional uses

[cl. 3.4]

No.	Description of Land	Additional Use	Conditions
A1	Lots 174 & 268 corner Doney & Heath Streets, Narrogin	Hotel & Carpark	No extension or change of use without the prior development approval of the local government.
A2	Reserve 25301 (Lot 1548) Great Southern Highway, Narrogin	Aboriginal Arts and Crafts	<ol style="list-style-type: none"> 1. No extension or change of use without the prior development approval of the local government. 2. Compliance with the development standards of the 'Service Commercial' zone.
A3	Lots 13 & 14 Lefroy Street, Narrogin	Bus Depot & Caretaker's Dwelling	No extension or change of use without the prior development approval of the local government.
A4	Lot 723 Graham Road, Narrogin	Educational Establishment (Private School)	No extension or change of use without the prior development approval of the local government.
A5	Lot 1239 Herald Street, Narrogin	Veterinary Consulting Rooms	<ol style="list-style-type: none"> 1. No extension or change of use without the prior development approval of the local government. 2. No large animals such as horses, cattle and/or pigs are to be stabled on the land. 3. A maximum of two (2) veterinarians are permitted to operate on the land at any one time.
A6	Lot 178 Hansard Street, Narrogin	Storage of Vehicles and Building Materials	Storage of vehicles and building materials to be confined to the shed. No extension or change of land use without the special approval of the Council.
A7	Lots 178-179 Hansard Street, Narrogin	Light Industry & Showroom	Compliance with the Development Standards of the Service Commercial Zone.
A8	Lot 11 Harbour Street, Narrogin	Bus Depot & Caretaker's Dwelling	None
A9	Lot South Part 234 Havelock Street, Narrogin	Ballet Teaching Studio	None

No.	Description of Land	Additional Use	Conditions
A10	Lots 401 and 402 Hansard Street, Narrogin	Arts & Craft Aboriginal Centre Child Day Care Child Minding Centre Youth Drop In Centre	None
A11	Lot 50 Earl Street and Lots 4, 6 and portion of Lot 3 Hillside Road, Hillside	Stockyards	None
A12	Lot 13 Earl Street, Hillside	Animal Establishment	None

Schedule 3 – Restricted uses

[cl. 3.5]

No.	Description of Land	Restricted Use	Conditions

Schedule 4 – Special use zones

[cl. 3.6]

No.	Description of Land	Special Use	Conditions
SU1	Lots 1663, 389 & 1 Felspar Street, Lots 638 & 5 Forrest Street and portion of the Glyde Street road reserve between Felspar & Forrest Streets, Narrogin.	Aged Persons Housing	<ol style="list-style-type: none"> 1. All development on the land shall be in accordance with a Structure Plan approved by the local government (including any approved modifications thereto). 2. No extension or change of use without the prior development approval of the local government.
SU2	Lot 501 Williams Road, Narrogin	Nursing Home	<ol style="list-style-type: none"> 1. No extension or change of use without the prior development approval of the local government.
SU3	Lot 15 Clayton Road, Narrogin	Communal Village comprising residential dwellings used to provide permanent accommodation by leasehold or strata arrangement and which includes communal recreational and/or other ancillary facilities under a common management arrangement for the residents of the village.	<ol style="list-style-type: none"> 1. The following uses are permitted subject to the local government granting planning consent to commence development: <ul style="list-style-type: none"> • Grouped Dwellings • Multiple Dwellings • Communal Facilities <p>“Communal Facilities” are facilities, services and land uses provided for the exclusive and common use by residents of this Special Use Zone, and may include: Restaurant, Convenience Store, Health Studio, Hairdresser’s Salon/Beautician, Dry Cleaning Premises/Laundromat, Private Recreation, Communal Hall, and any other use determined by the local government to satisfy the intent of communal facilities.</p> 2. All other uses not mentioned under condition no.1 above are not permitted. 3. All development upon the site shall generally be in accordance with a Structure Plan for the site approved by the local government, or any approved variations thereto. 4. The Structure Plan shall address, but not be limited to, the

No.	Description of Land	Special Use	Conditions
SU3 cont.			<p>following matters to the satisfaction of the local government:</p> <ul style="list-style-type: none"> a) Site layout and description of proposed land uses; b) Strata / lease layout and lot orientation; c) Building materials and theme; d) Traffic management including vehicle access and circulation; e) On-site and street car parking arrangements; f) Pedestrian access both internally and externally; g) Public open space and communal facilities; h) Landscaping treatments including retention of significant on-site vegetation; i) Lighting and security; j) Buffering to adequately protect existing uses on neighbouring properties; k) Method of integration with future proposed residential development on adjoining land; and l) Provision of relevant Public Utility Services. <p>5. Prior to the local government determining the Structure Plan and any variations thereto, the plan shall be subject to the advertising procedures of clause 9.4 of the Scheme.</p> <p>6. All residential development on the land shall accord with, and reflect a maximum density coding of R40.</p>
SU4	Lots 706, 707, 708, 711 & 712 corner Marsh & O'Connor Streets, Narrogin	Brickworks	<ul style="list-style-type: none"> 1. All development on the land shall be in accordance with a Structure Plan approved by the local government (including any approved modifications thereto). 2. No extension or change of use without the prior development approval of the local government.
SU5	Lot 31 Great Southern Highway, Dumberning.	Composite uses comprising uses permissible in the 'Rural Residential', and 'General Industry'	<ul style="list-style-type: none"> 1. Development of the land shall be in accordance with a Local Development Plan (LDP) approved by the local government. The LDP should provide sufficient information to address the requirements

		<p>zones with the exception of the use 'Industry' and 'Industry – Extractive'.</p>	<p>of the Scheme and the following:</p> <ul style="list-style-type: none"> (i) The provision of portable reticulated water and onsite wastewater disposal; (ii) Revegetation and the introduction of separation distances and buffers from sensitive land uses; (iii) Bushfire Risk; (iv) The spatial extent of precincts that encompass the 'Industrial', 'Rural Enterprise' and 'Special Rural' uses; (v) The spatial extent and location of residential building envelopes in the 'Special Rural' precinct; (vi) The spatial extend and location of residential building envelopes and enterprise envelopes in the 'Rural Enterprise' precinct; (vii) The staging of infrastructure; (viii) The transition between 'Industrial' uses and 'Residential' uses, including bulk and scale and separation distances; (ix) The size of lots in the 'Industrial' precinct having consideration to separation distances and land use buffers; (x) Areas of low capability for on-site effluent disposal; (xi) Access and traffic management; and (xii) Waste management including bin disposal areas in the 'Rural Enterprise' and 'Industrial' precincts. <ol style="list-style-type: none"> 2. Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water. Stormwater drainage shall be contained on -site to the satisfaction of the local government. 3. Prior to subdivision or development, a revegetation plan shall be prepared. The revegetation plan should include native species to the
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			<p>specification of the local government.</p> <ol style="list-style-type: none"> 4. Prior to subdivision or development, a bushfire management plan is to be prepared and approved. 5. Development on the site being provided with an onsite effluent disposal system to the satisfaction of the local government and the Department of Health. 6. Development requirements set out in Clause 4.11 of the Scheme shall be applied to the 'Industrial' precinct. 7. Residential building envelopes within the 'Special Rural' precinct shall be limited to a maximum size of 1200m² and setback 10 metres from the primary street and side/rear boundaries. 8. Notwithstanding anything elsewhere appearing in the Scheme, the minimum building setback to Great Southern Highway in the 'Special Rural' precinct shall be 30 metres. 9. Residential building envelopes and enterprise envelopes within the 'Rural Enterprise' precinct shall be located behind the main residential building line, setback 10 metres from side boundaries and screened accordingly. 10. Enterprise envelopes within the 'Rural Enterprise' precinct shall be located behind the main residential building line, setback 10 metres from side boundaries and screened accordingly. 11. Development shall be confined to either a residential building envelope or enterprise envelope in the 'Special Rural' and 'Rural Enterprise' precinct, as depicted on an approved LDP. 12. Buildings within a nominated enterprise envelope in the 'Rural Enterprise' precinct shall be limited to a maximum total floor space of 900m², unless otherwise approved by the local government. 13. At subdivision or development stage lots in the 'Special Rural' precinct shall be subject to a notification on title to advise landowners of the potential impact from nearby agricultural and light industrial land uses.
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			<p>14. Development approval shall be required for all development including signage.</p> <p>15. Minimum lot size in the 'industrial' precinct should average 4 hectares and consider on-site separation distances.</p> <p>16. No lot shall have direct access onto Great Southern Highway or Wanerie Road. Access shall be restricted to local access roads.</p> <p>17. Access points shall be designed, approved and constructed to Main Roads Western Australia specifications.</p> <p>18. Built form is to be consistent with a predominant theme for the site, in terms of scale, colour and use of materials. The use of Colorbond and/or non-reflective materials may be required.</p> <p>19. Use of land or buildings for any form of human habitation is prohibited within nominated enterprise envelopes in the 'Rural Enterprise' precinct.</p> <p>20. Stockings rates for rural pursuit/hobby farm apply to 'Rural Residential' uses, as guided by the local government.</p>
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Schedule 5 – Rural Residential zones & provisions

No.	Description of Location	Provisions
RR1	Portion of Williams Locations 153 & 1437 Narrogin (north) and Lot 4 of Williams Location 153 Great Southern Highway, Hillside.	<ol style="list-style-type: none"> 1. Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. Notwithstanding anything elsewhere appearing in the Scheme the minimum building setback to the Great Southern Highway deviation shown on the Structure Plan shall be 30 metres. 3. All lots within the subdivision shall be connected to a reticulated public water supply system as a condition of subdivision approval. 4. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government.
RR2	Williams Locations 3743, 5476, 3481, 1688 and 3947 Narrogin Valley Road, Narrogin Valley.	<ol style="list-style-type: none"> 1. Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. Notwithstanding anything elsewhere appearing in the Scheme the minimum building setback on any lot shall be 30 metres. 3. No dwelling shall be constructed or approved for construction unless a minimum of 92,000 litres domestic water storage tank or other approved potable water supply and storage facility is established with the dwelling. 4. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government.
RR3	Lot 3 portion Dumberning Agricultural Area Lots 151 and 152, Katta Road, Dumberning.	<ol style="list-style-type: none"> 1. Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. No dwelling shall be constructed or approved for construction unless a minimum of 92,000 litres domestic water storage tank or other approved potable water supply and storage facility is established with the dwelling. 3. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the

No.	Description of Location	Provisions
RR3 cont.		land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government.
RR4	Lot 81 Mokine Road, Dumberning.	<ol style="list-style-type: none"> 1. Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. All lots within the subdivision shall be connected to a reticulated public water supply system as a condition of subdivision approval. 3. The minimum building setback from Mokine Road is to be 100 metres and 10 metres from any other boundary, unless otherwise approved by the local government. 4. Unless otherwise approved by the Shire of Narrogin all building development and effluent disposal shall be confined to building envelopes indicated on the approved Structure Plan. 5. Fences shall be erected to protect trees from grazing livestock where required by the local government. 6. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government.
RR5	Lot 2 Katta Road, Dumberning.	<ol style="list-style-type: none"> 1. Any further subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. No dwelling shall be constructed or approved for construction unless a potable water supply (either from a reticulated water supply or a water storage tank comprising a minimum capacity of 92,000 litres) and an approved method of effluent disposal have been incorporated into the approved plans. 3. Unless otherwise approved by the Shire of Narrogin all building development and effluent disposal shall be confined to
RR5cont.		<ol style="list-style-type: none"> building envelopes indicated on the approved Structure Plan. 4. Fences shall be erected to protect trees from grazing livestock where required by the local government. 5. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the

No.	Description of Location	Provisions
		land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government.
RR6	Lot 155 Narrakine Road, Dumberning.	<ol style="list-style-type: none"> 1. Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto). 2. Unless otherwise approved by the Shire of Narrogin all building development and effluent disposal shall be confined to building envelopes indicated on the approved Structure Plan. 3. Dwellings and outbuildings shall be constructed of materials which blend into the rural landscape. No reflective or second-hand materials will be permitted for use as external cladding visible from outside the proposed lot boundaries. 4. Fences shall be erected to protect trees from grazing livestock where required by the local government. 5. Building envelopes are to be no more than 2000 square metres or 10% of the lot area (whichever is the lesser) in total area and are to be sited at least 300 metres from the boundaries of any existing piggeries. 6. A building may not be occupied as a residence until the lot on which the building is constructed is connected to an adequate reticulated water supply, or the building is provided with facilities for the catchment and storage of 92,000 litres of potable water. 7. At the subdivision stage of development the subdivider shall prepare and implement a Fire Management Plan to the specifications and satisfaction of DFES and the local government. All subdivision, development and management of the land shall be in accordance with the Fire Management Plan as endorsed by DFES and the local government. 8. At the subdivision stage of development the local government will recommend that the Western Australian Planning Commission impose a condition requiring the subdivider to make arrangements with the Commission for the registration on title of a notification pursuant to Section 165 of the <i>Planning and Development Act 2005</i> informing all prospective purchasers of any lot located within 300 metres of the lot boundary of a piggery that the use and enjoyment of the land may be affected by the piggery.

Schedule 6 – Environmental conditions

[cl. 4.7]

Scheme or Amendment No.	Gazettal Date	Environmental Conditions

Schedule 7 – Special Control Areas

[cl. 5.1]

Special Control Area (SCA) No.	Description of Land	Purpose	Development Requirements
SCA1	Portion of Williams Locations 2949, 1311, 2731 & Lot 50 Narrogin Valley Road, McDougalls Road and Condon Road, Narrogin Valley.	Rural Smallholdings	<p>Subdivision shall generally be in accordance with a Structure Plan signed by the Chief Executive Officer of the Shire of Narrogin and endorsed by the Western Australian Planning Commission (including any approved modifications thereto).</p> <p>All lots within the subdivision shall be connected to a reticulated public water supply system as a condition of subdivision approval.</p> <p>Unless otherwise approved by the Shire of Narrogin all building development and effluent disposal shall be confined to building envelopes indicated on the approved Structure Plan.</p> <p>All subdivision, development and management of the land shall be in accordance with a Bushfire Management Plan to the specifications and satisfaction of DFES and the local government.</p>
SCA2	Various land holdings located within 500m of Reserve 8410 White Road, Narrogin	Recognise Land Use Buffer associated with the Narrogin Refuse/Landfill Site.	<p>No subdivision of the land is permitted until such time as the Land Use Buffer associated with the White Road Refuse/Landfill site is required.</p> <p>Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.</p>
SCA3	Various landholdings located with 500m of Lot 50 Earl Street & Lots 6, 4 & portion of Lot 3 Hillside Road, Hillside	Recognise the Land Use Buffer Zone associated with the Narrogin Sale Yards	<p>Any approval to subdivide land within the identified 500m buffer shall be subject to a condition requiring each resultant lot to contain a notification under Section 70A of the Land Transfer Act advising of the existence of the Sales Yards and the potential impacts of the operation during its use.</p> <p>Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.</p>
SCA4	Various Landholdings within 1000m of Lot 13 Earl Street, Hillside.	Recognise the Land Use Buffer Zone associated with the Dog Kennels associated with Narrogin Veterinary	<p>Any approval to subdivide land within the identified 1000m buffer shall be subject to a condition requiring each resultant lot to contain a notification under Section 70A of the Land Transfer Act advising of the existence of the Veterinary Hospital Kennels and the potential impacts of the operation during its use.</p>

Special Control Area (SCA) No.	Description of Land	Purpose	Development Requirements
		Hospital.	Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.
SCA5	Various Landholdings within the identified Land Use Buffer Zone for the Narrogin Wastewater Treatment Plant	Recognise the Land Use Buffer Zone associated with the Narrogin Waste Water Treatment Plant.	<p>No further subdivision of land is permitted.</p> <p>Development is restricted to a single dwelling only.</p> <p>Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.</p> <p>Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under Section 70A of the Land Transfer Act advising of the existence of the Wastewater Treatment Plant and the potential impacts of the operation during its use.</p>
SCA6	Various landholdings contained within 500m of the Narrogin Speedway, Vintage Motorcycle Track and Narrogin Clay Target Club.	Recognise the Land use buffer zone associated with the Narrogin Speedway.	<p>No habitable building shall be located within the Identified land use buffer.</p> <p>The subdivision of land within the Land Use Buffer Zone shall not be permitted.</p>
SCA7	Various landholdings within 2km of Lots 4884, 4985 and 563 corner of Wanerie and Corraminning Roads.	Recognise the Land Use Buffer Zone associated with the Narrogin Feedlot.	<p>No habitable building shall be located within the Identified land use buffer.</p> <p>The rezoning and/or subdivision of land within the Land Use Buffer Zone shall not be permitted.</p>
SCA8	Various landholdings within 500m of Hillside Abattoir on Boxsell Road	Recognise the Land Use Buffer zone associated with the Abattoir.	<p>No habitable building shall be located within the Identified land use buffer.</p> <p>The rezoning and/or subdivision of land within the Land Use Buffer Zone shall not be permitted.</p>
SCA9	Various Landholdings within 500m of the Narrogin Airfield on Clayton Road, Narrogin	Recognise the Land Use Buffer Zone associated with the operation of the Narrogin Airfield.	No habitable building shall be located within the Identified land use buffer unless developed and associated with Airfield.

Schedule 8 – Form of application for development approval

APPLICATION FOR DEVELOPMENT APPROVAL

Owner details		
Name:		
Address:		
		Postcode:
Phone: (work): (home): (mobile):	Fax:	E-mail:
Contact person:		
Signature:		Date:
Signature:		Date:
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature.</i>		
Applicant details		
Name:		
Address:		
		Postcode:
Phone: (work): (home): (mobile):	Fax:	E-mail:
Contact person for correspondence:		
Signature:		Date:
Property details		
Lot No:	House/Street No:	Location No:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Title encumbrances (e.g. easements, restrictive covenants):		
Street name:	Suburb:	
Nearest street intersection:		
Existing building/land use:		
Description of proposed development and/or use:		
Nature of any existing buildings and/or use:		
Approximate cost of proposed development:		
Estimated time of completion:		
<i>OFFICE USE ONLY</i>		
Acceptance Officer's initials:		Date received:
Local government reference no:		

(The content of the form of application must conform to Schedule 11 but minor variations may be permitted to the format.)

Schedule 9 - Additional information for advertisements

Note: To be completed in addition to the Application for Development Approval form

1.	Description of property upon which advertisement is to be displayed including full details of its proposed position within that property:
2.	Details of proposed sign: (a) Type of structure on which advertisement is to be erected (i.e. freestanding, wall mounted, other): (b) Height: Width: Depth: (c) Colours to be used: (d) Height above ground level — (a) (to top of advertisement): (b) (to underside): (e) Materials to be used:..... Illuminated: Yes / No If yes, state whether steady, moving, flashing, alternating, digital, animated or scintillating and state intensity of light source:.....
3.	Period of time for which advertisement is required:.....
4.	Details of signs (if any) to be removed if this application is approved: Note: This application should be supported by a photograph or photographs of the premises showing superimposed thereon the proposed position for the advertisement and those advertisements to be removed detailed in 4 above. Signature of advertiser(s): (if different from land owners) Date:

Schedule 10 – Notice of public advertisement of planning proposal

Planning and Development Act 2005

Shire of Narrogin*

NOTICE OF PUBLIC ADVERTISEMENT OF PLANNING PROPOSAL

The local government of the Shire of Narrogin* has received an application to use and/or develop land for the following purpose and public comments are invited.

Lot No: _____ Street: _____

Locality: _____

Proposal:.....
.....
.....
.....
.....

Details of the proposal are available for inspection at the local government office of the Shire of Narrogin. Comments on the proposal may be submitted to the Shire of Narrogin in writing on or before the day of

Signed:..... Dated:.....

for and on behalf of the Shire of Narrogin.

(* Delete whichever is not applicable)

Schedule 11 – Notice of determination on application for development approval

Planning and Development Act 2005

Shire of Narrogin

DETERMINATION ON APPLICATION FOR DEVELOPMENT APPROVAL

Location:

Lot:

Volume No:

Application Date:

Plan/Diagram:

Folio No:

Received on:

Description of proposed development:.....
.....
.....
.....

The application for development approval is:

granted subject to the following conditions:

refused for the following reason(s)

Conditions/reasons for refusal:

.....
.....
.....
.....
.....

Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or such other period as specified in the approval after the date of the determination, the approval shall lapse and be of no further effect.

Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.

Note 3: If an applicant is aggrieved by this determination there is a right of review under Part 14 of the Planning and Development Act 2005. A right of review must be lodged within 28 days of the determination.

Signed:..... Date:.....

for and on behalf of the Shire of Narrogin.

(* Delete whichever is not applicable)

ADOPTION

Adopted by resolution of the Council of the **SHIRE OF NARROGIN** at the meeting of the Council held on the _____ day of _____ 2015.

.....
President

.....
Chief Executive Officer

FINAL APPROVAL

Adopted by resolution of the Council of the **SHIRE OF NARROGIN** at the meeting of the Council held on the _____ day of _____ 2017 and the Seal of the Municipality was pursuant to that resolution hereunto affixed in the presence of:

.....
President

.....
Chief Executive Officer

Submitted and recommended for final approval by the Western Australian Planning Commission.

.....
Delegated under S.16 of PD Act 2005

.....
Date

Final approval granted.

.....
Minister for Planning

.....
Date

Schedule A – Supplemental Provisions

EXEMPTED DEVELOPMENT	APPLICABLE ZONE / RESERVE	CONDITIONS APPLYING TO THE EXEMPTED DEVELOPMENT
Agriculture-Extensive	Rural	Where the use meets the following criteria: <ul style="list-style-type: none"> • is not located within the boundaries of a designated townsite; and • does not include the construction of buildings that are not exempted by this schedule.
Air conditioning unit	All Zones.	Where the unit: <ul style="list-style-type: none"> • is roof mounted and is not visible from the street; or • is wall mounted, is not visible from the street and is not located within 5 metres from an external window or door from an adjoining dwelling; and • external sound levels from the unit (measured at the unit) must not exceed a maximum 55dBA.
Building Maintenance	All Zones	Where the building maintenance works meet the following criteria: <ul style="list-style-type: none"> • are primarily internal and do not materially affect the external appearance of the building; • do not have the effect of increasing building floor area or building foot print; and • do not affect a building located in a place that has been entered in the register of Heritage Places under the <i>Heritage of Western Australia Act 1990</i>, the subject of an order under Part 6 of the <i>Heritage of Western Australia Act 1990</i>; included on the Heritage List under clause 8 of the deemed provisions; or located within an designated heritage area under clause 9 of the deemed provisions.
Demolition	All Zones	<ul style="list-style-type: none"> • Where such development does not affect a building located in a place that has been entered in the register of Heritage Places under the <i>Heritage of Western Australia Act 1990</i>, the subject of an order under Part 6 of the <i>Heritage of Western Australia Act 1990</i>; included on the Heritage List under clause 8 of the deemed provisions; or located within an designated heritage area under clause 9 of the deemed provisions.

EXEMPTED DEVELOPMENT	APPLICABLE ZONE / RESERVE	CONDITIONS APPLYING TO THE EXEMPTED DEVELOPMENT
Fences	Commercial; Rural Townsite; Service Commercial; Residential; General Industry; Development.	Where the fence meets the following criteria: <ul style="list-style-type: none"> • is located within 4.5 metres of a street boundary it is visually permeable 1.2 metres above natural ground level to a maximum height of 1.8 metres above natural ground level; or • is located greater than 4.5 metres from a street boundary it is no greater than 1.8 metres above natural ground level.
	Rural Residential; Rural.	Where the fence meets the following criteria: <ul style="list-style-type: none"> • is no higher than 1.5 metres in height; and • is constructed of post and wire or post and rail.
	Railway; Conservation; State Forrest; Recreation and Open Space; Public Purposes.	Where the fence meets the following criteria: <ul style="list-style-type: none"> • is located greater than 6m from a street boundary; • is visually permeable; • is no greater than 1.8 metres above natural ground level; and • does not require the clearing/removal of vegetation to install.
Home Office	All zones except Service Commercial and General Industry.	
Horse Stable	Rural Residential; Rural.	Where the use meets the following criteria: <ul style="list-style-type: none"> • No more than 1 horse, ass, mule or similar is kept per one hectare of paddock area; • does not include the construction of buildings that are not exempted by this schedule; and • complies with all relevant development standards/ requirements of the Scheme.
Outdoor Lighting and Supporting Poles	Commercial; Service Commercial; General Industry; Railway; Conservation; State Forest; Recreation and Open Space; Public Purpose.	Where the lighting meets all of the following criteria: <ul style="list-style-type: none"> • is not set more than 5 metres above ground level; and • lighting is directed only onto the land into which it is located.

	Rural Townsite; Residential; Rural Residential; Rural.	Where the lighting meets all of the following criteria: <ul style="list-style-type: none"> • is not set more than 2.5 metres above ground level; • is fixed to a building on the property; and • lighting is directed only into the land into which it is located.
Retaining Wall	Commercial; Rural Townsite; Service Commercial; Residential; General Industry; Development.	Where the retaining wall meets the following criteria: <ul style="list-style-type: none"> • the top of the retaining wall has a maximum height of 500mm above the adjoining lower level; and • is not located within a flood plain area.
	Rural Residential; Rural.	Where the retaining wall meets the following criteria: <ul style="list-style-type: none"> • the top of the retaining wall has a maximum height of 1.2m above the adjoining lower level; • is setback in accordance with Table 2: Development Table – General, or located within an approved building envelope (where one exists); and • is not located within a flood plain area.
Rural Home Business	Rural.	Where the rural home business is not located within the boundaries of a designated townsite.
Rural Pursuit	Rural.	Where the rural pursuit meets the following criteria: <ul style="list-style-type: none"> • if located within the boundaries of a designated townsite, on a lot not less than 2 hectares in area; and • does not include the construction of buildings that are not exempted by this schedule; • does not include the stabling or keeping of horses, asses, mules or similar at a rate greater than 1 head per one hectare of paddock area; and • complies with all relevant development standards/ requirements of the Scheme and any relevant local planning policies adopted by the local government.

EXEMPTED DEVELOPMENT	APPLICABLE ZONE/RESERVE	CONDITIONS APPLYING TO THE EXEMPTED DEVELOPMENT
Rural Shed, Outbuilding or Stable	Rural Residential.	Where the building meets the following criteria: <ul style="list-style-type: none"> • the combined area of all buildings (dwelling, other outbuildings, stables, etc) on the land would not exceed 350m² or 10% of the lot area, which ever is the lesser; • the height does not exceed 5 metres; • the external cladding of the building is non reflective; • is setback in accordance with Table 2: Development Table – General, or located within an approved building envelope (where one exists); • is not proposed to be occupied for human habitation; and • complies with all other relevant development standards/ requirements of the Scheme and any relevant local planning policies adopted by the local government.
	Rural.	Where the building meets the following criteria: <ul style="list-style-type: none"> • the combined area of all buildings (dwelling, other outbuildings, stables, etc) on the land would not exceed 500m² or 10% of the lot area, which ever is the lesser; • the height does not exceed 5 metres; • the external cladding of the building is non reflective; and • is setback in accordance with Table 2: Development Table – General; and • is not proposed to be occupied for human habitation.
Satellite Dish	All Zones.	Where the infrastructure is for private use associated with a dwelling; and <ul style="list-style-type: none"> • a ground mounted dish has a maximum diameter of 2.5m, a height above natural ground level not exceeding 3m, and is located in the rear setback of the property; or • a roof mounted dish has a maximum diameter of 1.5m and is not positioned on any part of the roof facing a street or within 5 metres from an external window or door from an adjoining dwelling.
Shade Structure	Service Commercial; General Industry.	Where the structure meets the following criteria: <ul style="list-style-type: none"> • is incidental to an existing commercial or industrial building on the site; • is setback in accordance with Table 2: Development Table – General; and • is no greater than 5m in height.
Single House including any Extensions and Ancillary Outbuildings	Rural Townsite; Residential; Rural Residential; Rural.	In all cases except where the development: <ul style="list-style-type: none"> • requires the exercise of a discretion by the local government to vary the provisions of the Residential Design Codes, the Scheme or any applicable local planning policy; • will be located in a heritage area designated under the Scheme; • comprises transportable buildings / structures or sea containers;

		<ul style="list-style-type: none"> comprises kit-type buildings / structures; comprises a relocated second hand building or sea container or part thereof; and is on a lot or location which does not have access to a dedicated and constructed road.
Swimming Pool/Spa	Residential.	<p>Where the pool/spa meets all of the following criteria:</p> <ul style="list-style-type: none"> its area is no greater than 100m²; is to be used for domestic purposes only; and does not required the exercise of discretion under the Residential Design Codes.
	Rural Townsite; Rural Residential; Rural.	<p>Where the pool/spa meets all of the following criteria:</p> <ul style="list-style-type: none"> its area is no greater than 100m²; is to be used for domestic purposes only; it is located within an approved building envelope, or where no building envelope exists, is setback from the property boundaries in accordance with Table 2; and no part of it is located more than 20 metres away from an existing approved dwelling on the land.
Temporary Building (including temporary plant and equipment)	All Zones; All Reserves.	<p>Where the building meets all of the following criteria:</p> <ul style="list-style-type: none"> is necessary for the construction of a current approved development that is being constructed on the same site as the temporary building; will not be located on the lot for more than 6 months; and will not be used for accommodation purposes.
Temporary Sale of Goods or Food	All Zones; All Reserves.	<p>Where non-food merchandise is sold at occasional fetes, shows, swap-meets and the like.</p> <p>Where the sale of food meets one of the following criteria:</p> <ul style="list-style-type: none"> the food is sold by traders at occasional markets; or the temporary food premises is subject to an Itinerant Food Vendors License, Trader's License or Stallholder's License under any Local Law made by the local government from time to time.
Temporary Works	All Zones; All Reserves.	Where the works are in existence for less than 48 hours or such longer time as the local government agrees.
Urgent Works	All zones; All Reserves.	Where the works are required urgently for public safety or for the safety or security of plant or equipment or for the maintenance of essential services.
Water Storage Tank	Rural Residential; Rural.	Where it is located within an approved building envelope, or where no building envelope exists, is setback no less than 15metres from any lot boundary.

Exempted Advertisements

LAND USE AND/OR DEVELOPMENT REQUIRING ADVERTISEMENT	EXEMPTED SIGN TYPE AND NUMBER (includes the change of posters on poster signs and applies to non-illuminated signs unless otherwise stated)	MAXIMUM AREA OF EXEMPTED SIGN
Dwellings	1 professional name plate as appropriate	0.2sqm
Home Occupation	1 advertisement describing the nature of the home occupation	0.2sqm
Places of Worship, Meeting Halls and Places of Public Assembly	1 advertisement detailing the function and/or the activities of the institution concerned.	0.2sqm
Shops, Showrooms and other uses appropriate to a Shopping Area	All advertisements affixed to the building below the top of the awning or, in the absence of an awning, below a line measured at 5 metres from the ground floor level of the building.	N/A
Industrial and Warehouse Premises	<p>a) A maximum of 4 advertisements applied to or affixed to the walls of the building but not including signs which project above the eaves or the ridge of the roof of the building, and excluding signs projecting from a building whether or not those signs are connected to a pole, wall or other building.</p> <p>b) A maximum of two free-standing advertisement signs not exceeding 5m in height above ground level.</p>	<p>Total area of any such advertisements shall not exceed 15sqm</p> <p>Maximum permissible total area shall not exceed 10sqm & individual advertisement signs shall not exceed 6sqm.</p>
Showroom, race courses, major racing tracks, sports stadia, major sporting grounds and complexes	All signs provided that, in each case, the advertisement is not visible from outside the complex or facility concerned, either from other private land or from public places and streets.	N/A

APPENDIX 1 – SCHEME MAPS

LEGEND

LOCAL SCHEME RESERVES

Cultural Facilities	Education
District Distributor Road	Government Services
Drainage/Waterway	Heritage
Environmental Conservation	Infrastructure Services
Local Distributor Road	Medical Services
Local Road	Primary Distributor Road
Public Purposes	Public Open Space
Car Park	Railways
Cemetery	State Forest

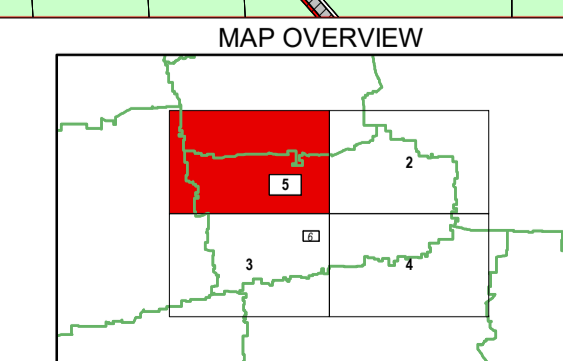
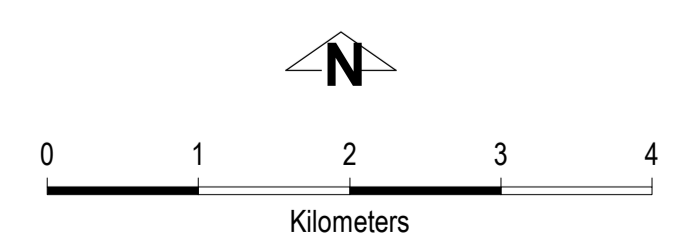
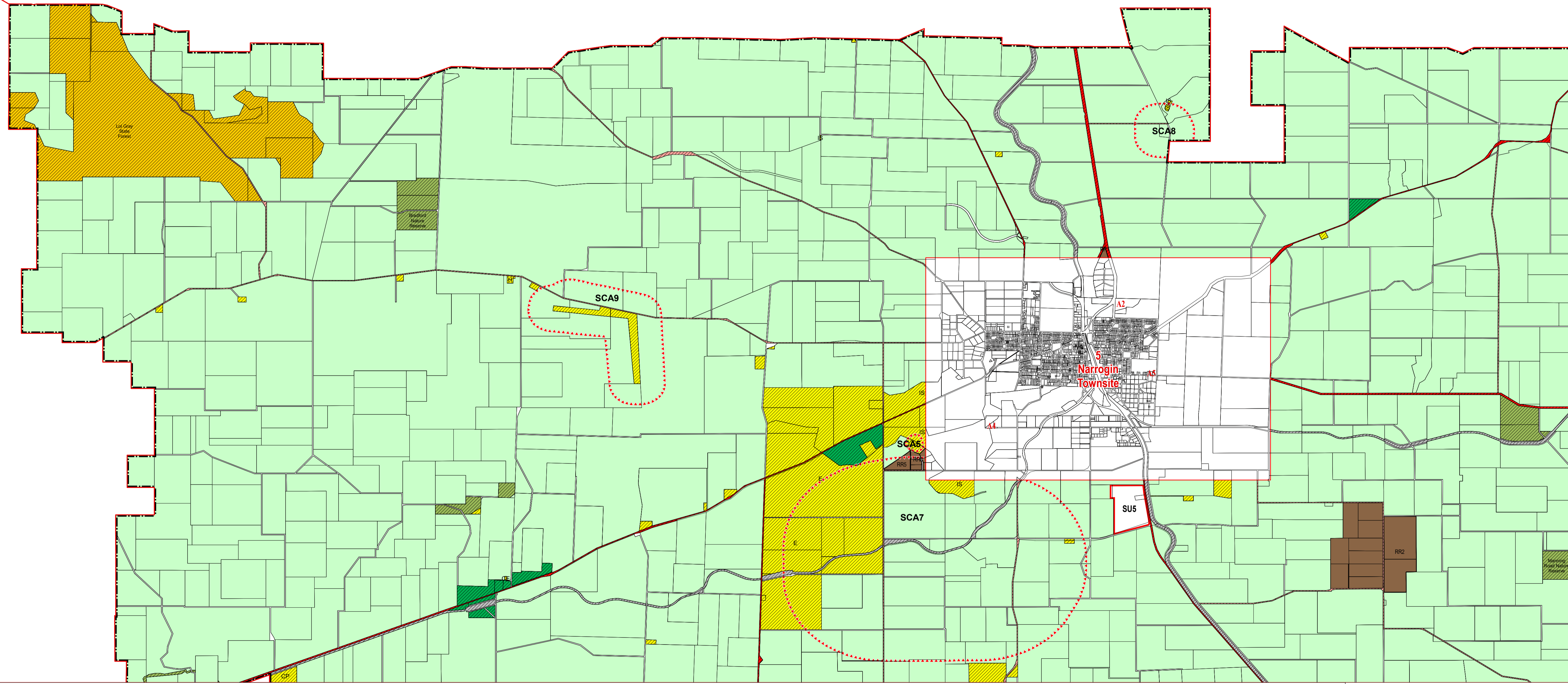
LOCAL SCHEME ZONES

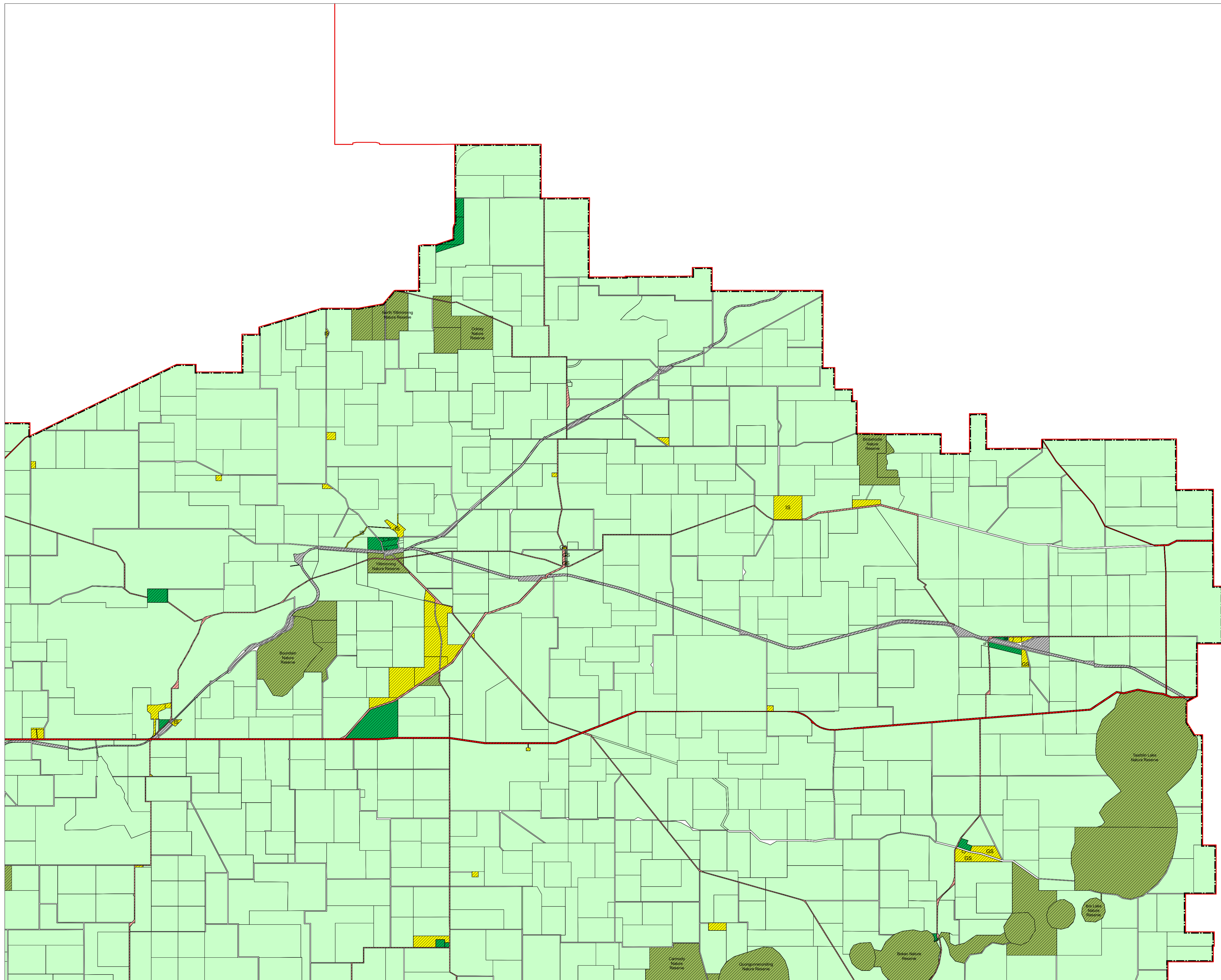
Commercial	Rural Smallholdings
General Industry	Rural Townsite
Industrial Development	Service Commercial
Residential	Special Use
Rural	Tourism
Rural Residential	Urban Development

OTHER CATEGORIES

(see scheme text for additional information)

Scheme Area Boundary	SCA2 Special Control Area - General
Local Government Boundary	No Zone
R20 R Codes	
A1 Additional Uses	
RR1 Rural Residential Area	
RS1 Rural Smallholdings	
SU1 Special Use Area	
SCA1 Special Control Area - Development Control Area/Plan	





LEGEND

LOCAL SCHEME RESERVES

Cultural Facilities	Education
District Distributor Road	Government Services
Drainage/Waterway	Heritage
Environmental Conservation	Infrastructure Services
Local Distributor Road	Medical Services
Local Road	Primary Distributor Road
Public Purposes	Public Open Space
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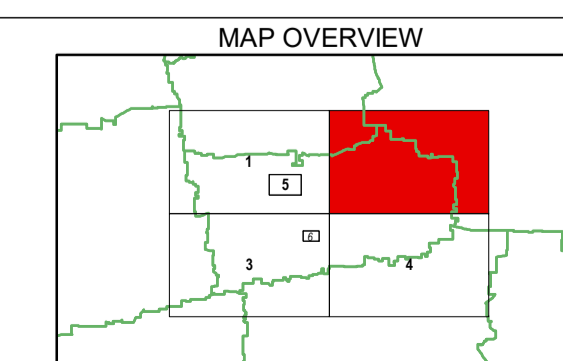
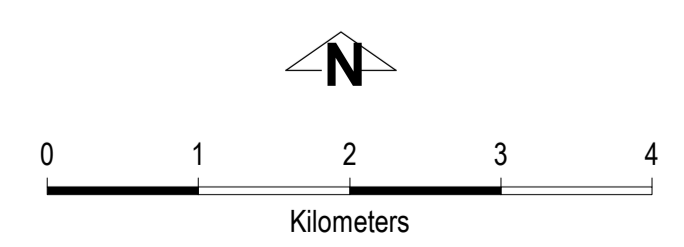
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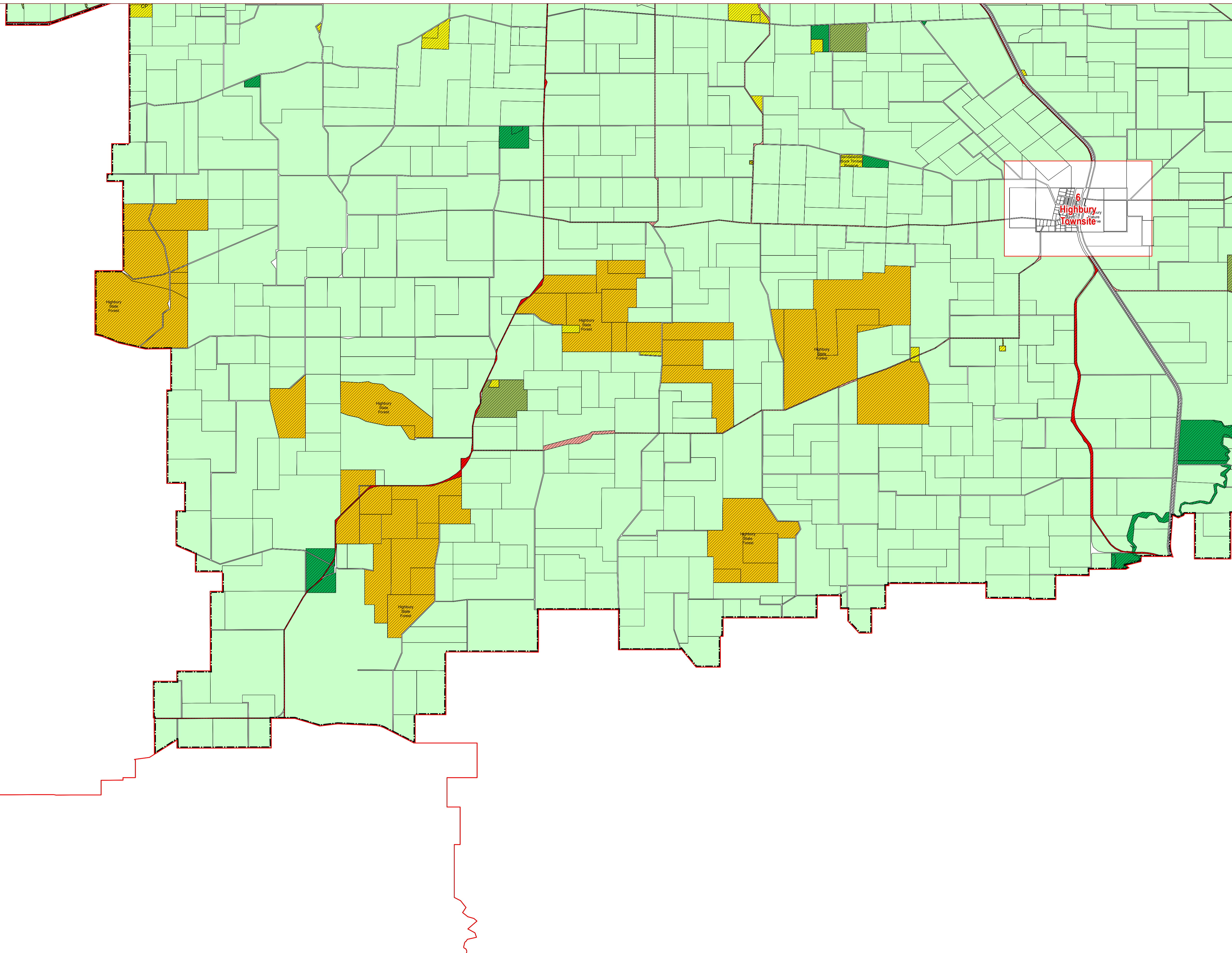
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(see scheme text for additional information)

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SCA1 Special Control Area - Development Control Area/Plan	





LEGEND

LOCAL SCHEME RESERVES

- | | |
|----------------------------|--------------------------|
| Cultural Facilities | Education |
| District Distributor Road | Government Services |
| Drainage/Waterway | Heritage |
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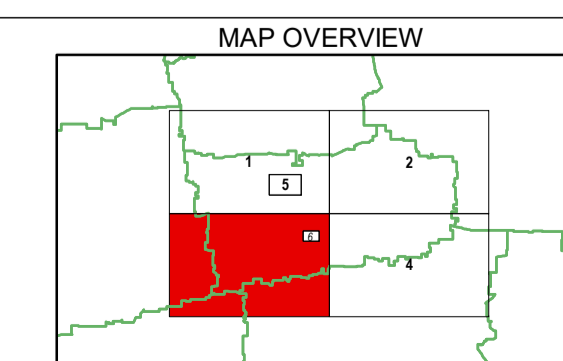
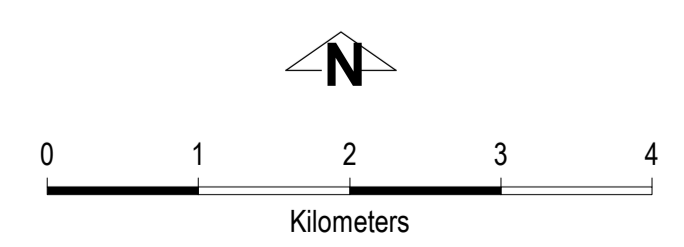
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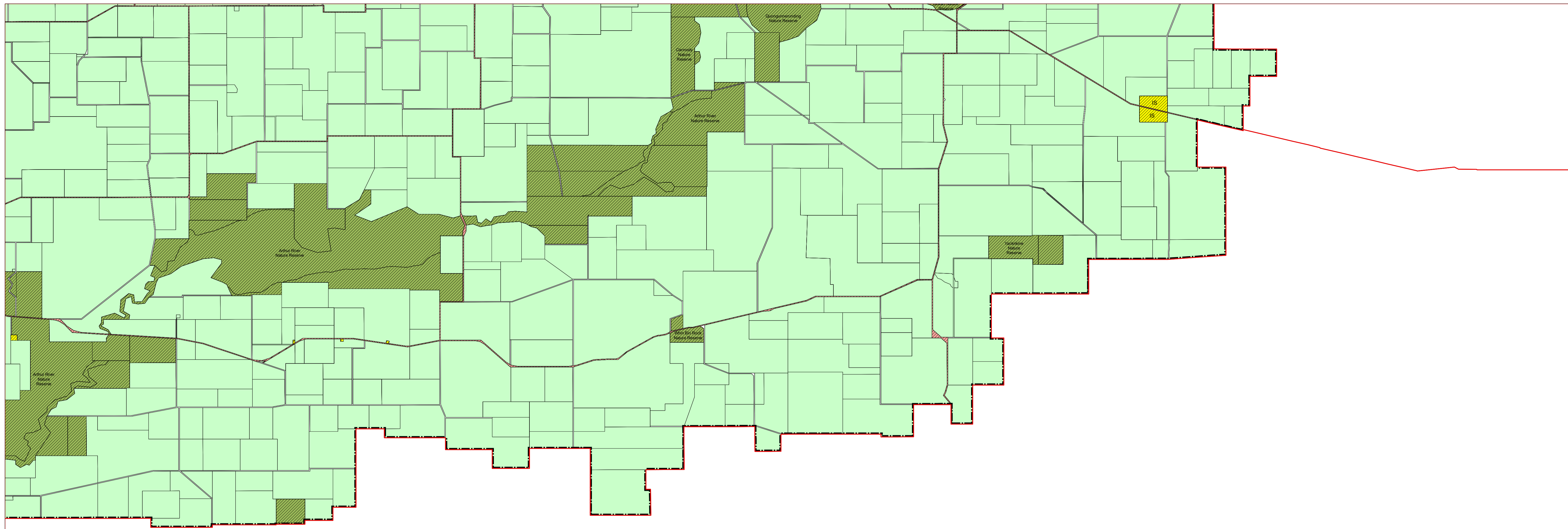
- | | |
|------------------------|---------------------|
| Commercial | Rural Smallholdings |
| General Industry | Rural Townsite |
| Industrial Development | Service Commercial |
| Residential | Special Use |
| Rural | Tourism |
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OTHER CATEGORIES

- (see scheme text for additional information)
- | | |
|---|-------------------------------------|
| Scheme Area Boundary | SCA2 Special Control Area - General |
| Local Government Boundary | No Zone |
| R20 R Codes | |
| A1 Additional Uses | |
| RR1 Rural Residential Area | |
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| SU1 Special Use Area | |
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VERSION No 1





LEGEND

LOCAL SCHEME RESERVES

Cultural Facilities	Education
District Distributor Road	Government Services
Drainage/Waterway	Heritage
Environmental Conservation	Infrastructure Services
Local Distributor Road	Medical Services
Local Road	Primary Distributor Road
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LOCAL SCHEME ZONES

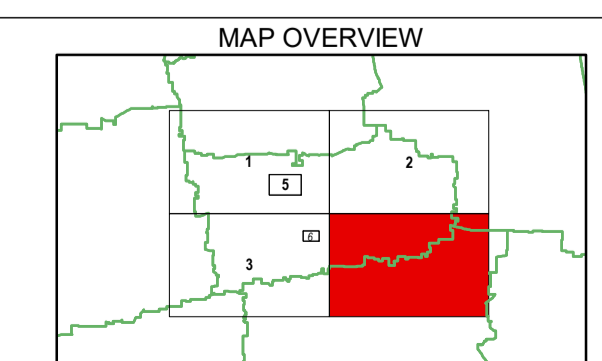
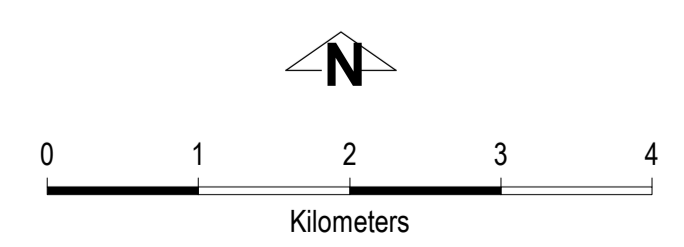
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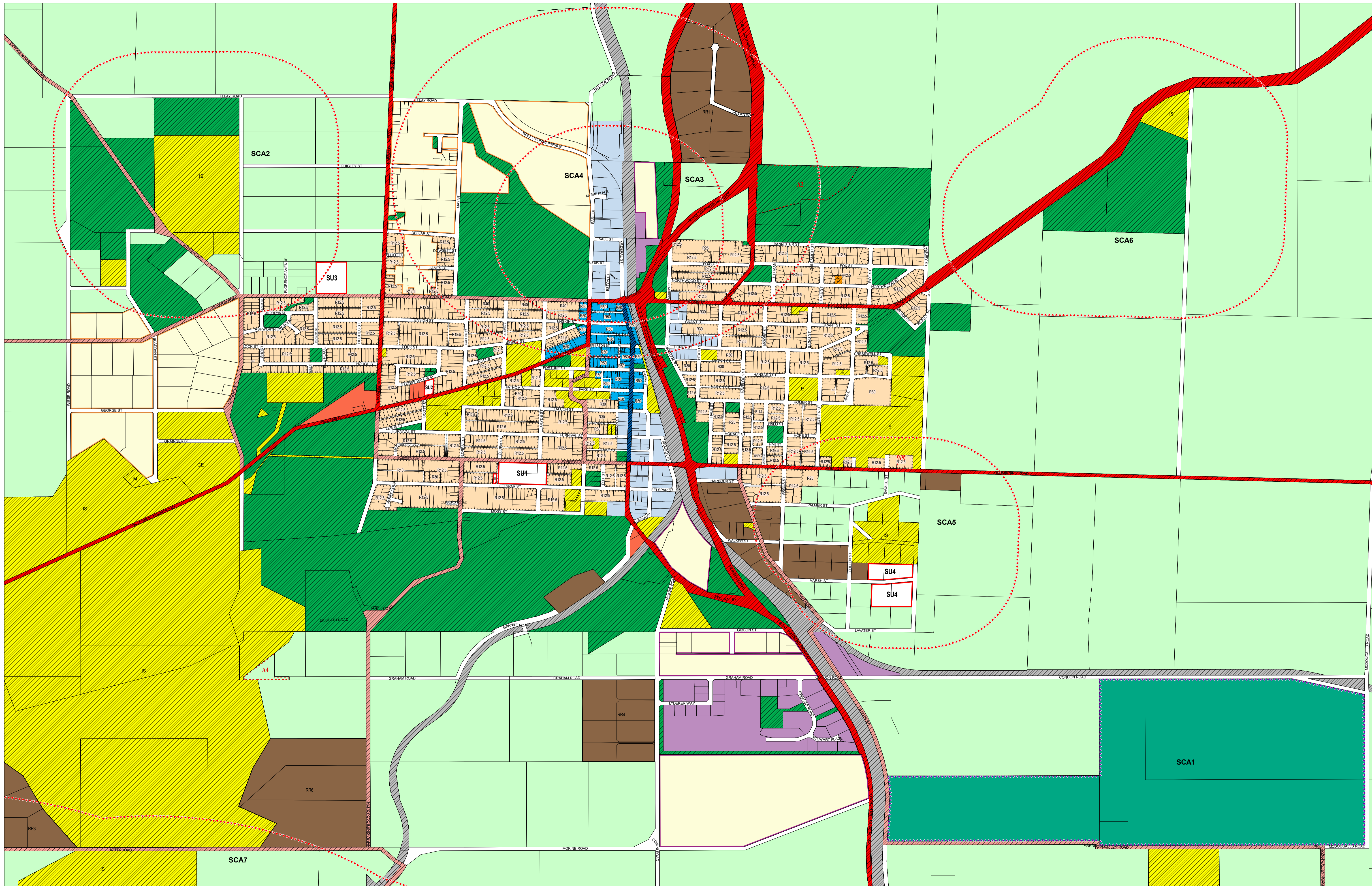
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Scheme Area Boundary	SCA2 Special Control Area - General
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VERSION No 1





LEGEND

LOCAL SCHEME RESERVES

- | | |
|----------------------------|--------------------------|
| Cultural Facilities | Education |
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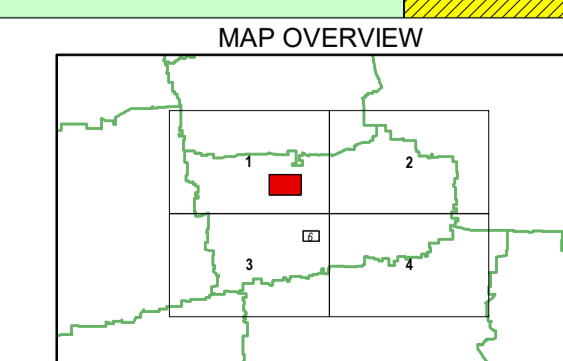
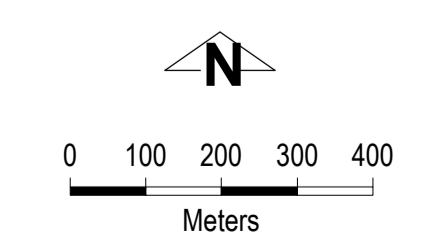
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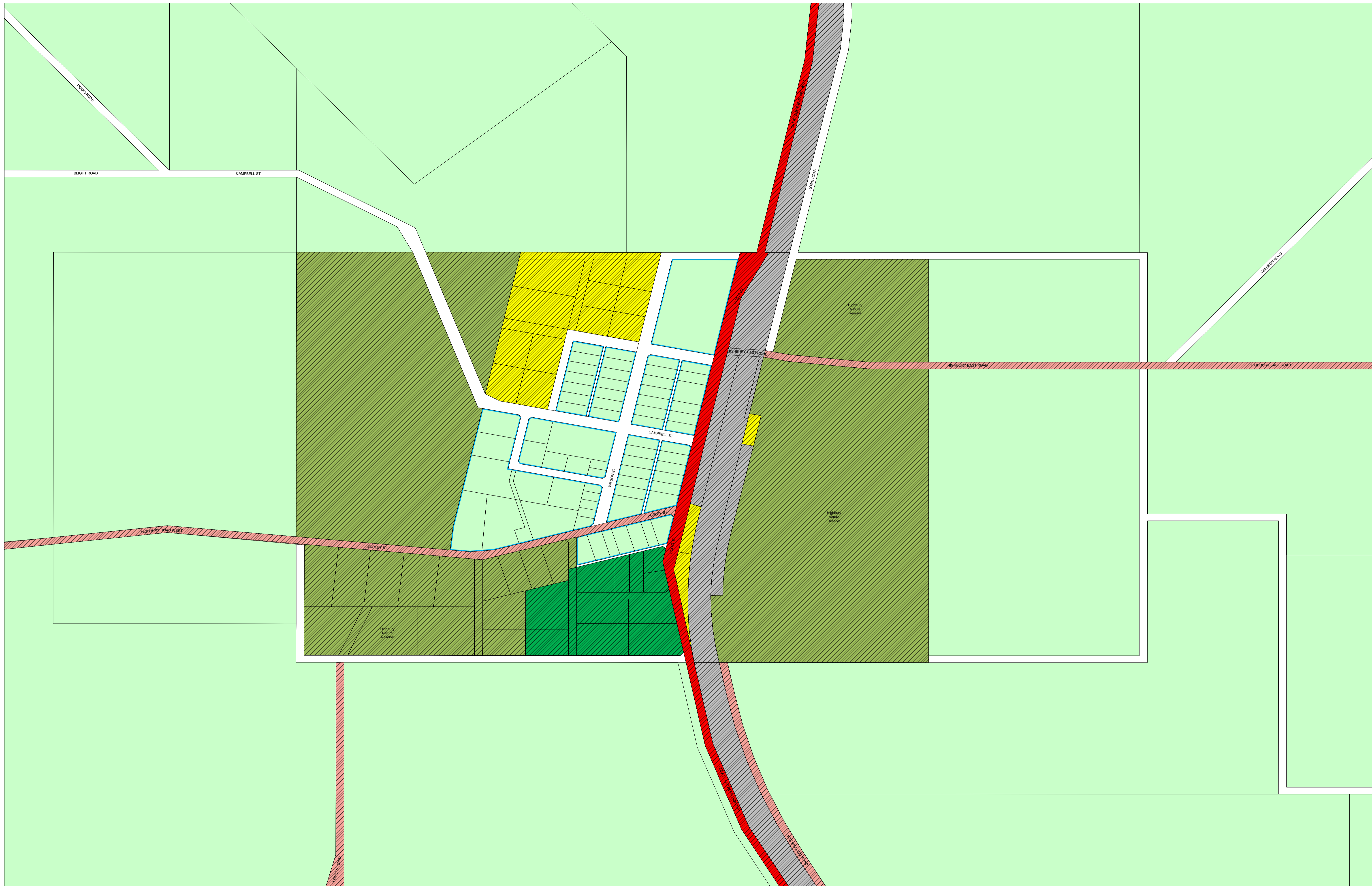
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- Scheme Area Boundary
 - Local Government Boundary
 - R20 R Codes
 - A1 Additional Uses
 - RR1 Rural Residential Area
 - RS1 Rural Smallholdings
 - SU1 Special Use Area
 - SCA1 Special Control Area - Development Control Area/Plan
 - SCA2 Special Control Area - General
 - No Zone

VERSION No 1

DRAFT ONLY





LEGEND

LOCAL SCHEME RESERVES

Cultural Facilities	Education
District Distributor Road	Government Services
Drainage/Waterway	Heritage
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LOCAL SCHEME ZONES

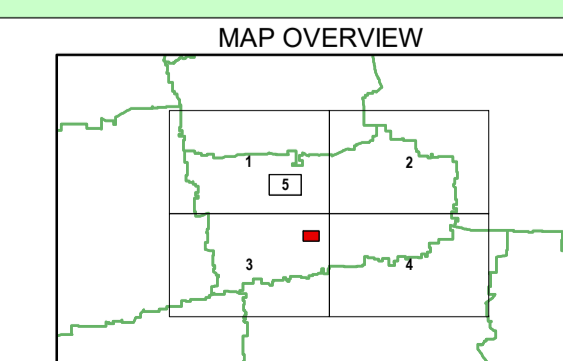
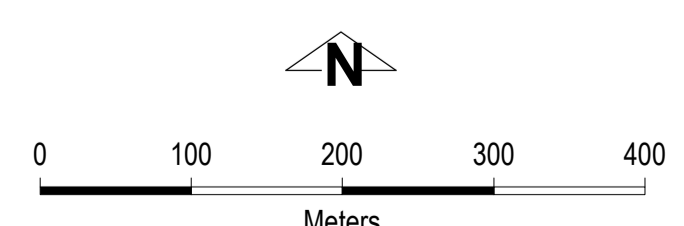
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VERSION No 1



Shire of Narrogin RECEIVED	
Directed to	<u>Azhar</u>
22 AUG 2017	
Ref No	<u>18.6.2</u>
Property File	
Subject File	<u>18.6.2</u>
Ref	



Your ref: 18.6.2
 Our ref: TPS/2039/1.
 Enquiries: Ryan Carvell (6551 9768)

Chief Executive Officer
 Shire of Narrogin
 PO Box 1145
 Narrogin WA 6312

Transmission via electronic mail to: emdrs@narrogin.wa.gov.au

Attention: Mr Azhar Awang, Executive Manager

Dear Azhar,

SHIRE OF NARROGIN DRAFT LOCAL PLANNING SCHEME No.3 - EXAMINATION OF DOCUMENTATION

Thank you for your letter of 22 March 2017. Pursuant to regulation 21(4) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, the Western Australian Planning Commission (the Commission) has examined the documents submitted regarding draft Local Planning Scheme No. 3.

The Commission considers that modification of the draft LPS is required in order for it to be suitable for advertising, mainly to achieve conformance with the Regulations. These modifications are set out in **Attachment 1**. It would be considered prudent to complete the modifications to the Shire's Local Planning Strategy prior to finalising the LPS.

Upon the modifications to the LPS being completed and submitted to the WAPC for review, the draft LPS should be advertised in accordance with r. 22. It would be appreciated if you could forward a copy of the advertised draft LPS to the Commission.

As a full assessment has not been undertaken, this advice should not be construed as an indication of future approval. When a full assessment is undertaken and public submissions are considered, additional modifications may be recommended to the Minister for Planning.

A Local Planning Scheme Checklist is enclosed, which is designed to assist when submitting the draft LPS to the Commission for final approval. The checklist is provided at **Attachment 2**.

If you have any queries regarding the draft scheme or the processes involved, please contact Ryan Carvell from the Wheatbelt Region team on 6551 9768 or at ryan.carvell@planning.wa.gov.au

Yours sincerely



Kerrine Blenkinsop
Secretary
Western Australian Planning Commission
3 August 2017

**Schedule of Modifications
Shire of Narrogin Local Planning Scheme No. 3**

1. Updating text to be generally consistent with the model provisions (Schedule 1 of the *Planning and Development (Local Planning Schemes) Regulations 2015*);
2. Insert, delete and/or modify the Parts, clauses and Schedules of the Scheme that have been superseded by the deemed provisions (Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*);
 - Clause 5.32;
 - Parts 2, 7, 8, 9, 10 and 11 in their entirety; and
 - Schedules 6, 7, 8 and 9 in their entirety.
3. Update the Scheme and Scheme maps to be consistent with the proposals for LPS3 as reflected in the draft (certified) Local Planning Strategy;
4. Modify the Preamble by:
 - a. Inserting the following into the first paragraph after "this Scheme text": 'the deemed provisions (set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, the supplemental provisions contained in Schedule A';
 - b. Deleting reference to 'Scheme Text' and replace with 'deemed provisions in the second paragraph; and
 - c. Delete the last paragraph in its entirety.
5. Insert reference to the deemed provisions and supplemental provisions in Clause 1.4 by inserting the following new sub-clauses (b) and (c) and renumbering the subclauses accordingly:
 - a. 1.4(b) the deemed provisions (set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2); and
 - b. 1.4(c) the supplemental provisions contained in Schedule A;
6. Ensure correct referencing to legislation: i.e. *Planning and Development Act 2005*;
7. Deleting reference to the following terms and replacing with the corresponding terms throughout the Scheme:
 - a. 'planning approval' with 'development approval';
 - b. 'Council' with 'local government';
 - c. 'Residential Planning Codes' with 'Residential Design Codes'; and
 - d. 'Development Plan' with 'Structure Plan'.
8. Amend clauses by replacing the cross reference to superseded clauses with cross reference to the relevant deemed provision set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2;
9. Modify Zones in Table 1 – Zoning Table to be consistent with model zones;
10. Delete from Table 1 – Zoning Table any use classes and associated permissibilities that are no longer relevant;
11. Modify use classes within Table 1 – Zoning Table to ensure consistency with Part 6 of the model definitions contained in Schedule 1 of the Regulations and to carry over associated permissibilities;
12. Updating and inserting Reserves and their associated objectives, to be generally consistent Part 2 of Schedule 1 of the Regulations;
13. Updating Zones and their objectives to be generally consistent with Part 3 of Schedule 1 of the Regulations;
14. Removing clauses from the scheme text and inserting them into 'Schedule A – Supplemental provisions', to carry over development exemptions where necessary;
15. Modifying Schedule 11 to remove proposed development areas from the Special Control Area Table;

16. Identifying areas where structure plans will be required in accordance with clause 15 of the deemed provisions;
17. Updating general development provisions with Part 4 of the Scheme text to address the areas covered by the deleted SCA's, where required;
18. Modify 'Schedule 1 – Dictionary of defined words and expressions' to establish consistency with land use terms contained in Part 6 of Schedule 1 of the model provisions for local planning schemes, or having the same meaning as the Residential Design Codes. Further:
 - a. Replace the term 'words and expressions' in the heading with 'terms'; and
 - b. Modify the introductory paragraph to read 'Unless otherwise listed below, the terms used in the scheme have the same meaning as the general definitions and land use terms contained in Part 6 of Schedule 1 of the model provisions for local planning schemes in the *Planning and Development (Local Planning Schemes) Regulations 2015*, or have the same meaning as defined in the *State Planning Policy 3.1 – Residential Design Codes*'.
19. Modifications to the Scheme maps to reflect the rezoning proposals proposed within the Shire's Local Planning Strategy (certified for advertising);
20. Update the Scheme maps to remove Special Control Areas for Development Areas and to achieve consistency with the Scheme text;
21. Modify the Scheme text to address any re-numbering caused by the deletion of Parts or clauses;
22. Additional administrative changes including addressing typographical errors and anomalies.



Government of Western Australia
Department of Water and Environmental Regulation

Mr Dale Stewart
Chief Executive Officer
Shire of Narrogin
PO Box 1145
NARROGIN WA 6312

Your Ref: OCR2110304-18.6.2
Our Ref: CMS18003 DWERT6390
Enquiries: Renee Blandin, 6364 6786
Email: renee.blandin@dwer.wa.gov.au

Via email: emdrs@narrogin.wa.gov.au

ATTENTION: Azhar Awang

Dear Mr Stewart

SCHEME: LOCAL PLANNING SCHEME 3 (LPS 3)
LOCATION: SHIRE OF NARROGIN

Thank you for your referral received 12 May 2021 in relation to the above proposed scheme, and subsequent email on 15 June 2021 providing further information.

In September 2009, the Environmental Protection Authority (EPA) determined LPS 3 did not require assessment (attached), however advice was provided. Further to the information provided by the Shire, EPA Services understands the LPS 3 draft referred to the EPA on 12 May 2021 is an updated version of the scheme as referred to the EPA in 2009 and the Shire of Narrogin Council has not initiated a new LPS 3.

Consistent with the EPA's 2009 advice for LPS3, for the purposes of Part IV of the *Environmental Protection Act 1986* (EP Act) the scheme is defined as an 'assessed scheme' and no further consideration of LPS3 is required by the EPA.

In addition to considering the EPA's previous advice regarding LPS 3, the Shire is reminded of its obligations, as the responsible authority, to refer significant proposals to the EPA for environmental impact assessment, consistent with Part IV of the EP Act.

If you have any questions in relation to this letter, please contact Renee Blandin on 6364 6786.

Yours sincerely

Robert Hughes
A/Executive Director
EPA Services

7 July 2021

Prime House, 8 Davidson Terrace Joondalup Western Australia 6027
Locked Bag 10 Joondalup DC WA 6919
Telephone: 08 6364 7000 Facsimile: 08 6364 7001

Shire of Narrogin Local Planning Scheme No.3

Modifications anticipated prior to Final Approval - To be read in conjunction with draft Scheme text and maps for purpose of advertising.

The following list of modifications is anticipated to be required by the Western Australian Planning Commission prior a recommendation being made for final approval of Local Planning Scheme No.3. The modifications are broadly for the purpose of aligning the document with the *Planning and Development (Local Planning Scheme) Regulations 2015* (Regulations), including the *Planning Regulations Amendment Regulations 2020*, the Shire of Narrogin Local Planning Strategy and any local planning scheme amendments which may be considered prior to that time.

The list of modifications is not exhaustive and further modifications may be required to address any matters raised from the advertising of draft Local Planning Scheme No.3 and further assessment.

This list is to be provided as an addendum to draft Local Planning Scheme No.3 when it is advertised and treated as part of the document. Submissions may be made in response to this list.

Scheme Text

1. Undertake administrative and structural changes to align the Scheme text with the model provisions (Schedule 1 of the Regulations) for local planning schemes.
2. Update and/or delete General Definitions which are either superseded or duplicate definitions within the model and deemed provisions (Schedules 1 and 2 of the Regulations) or *State Planning Policy 7.3 - Residential Design Codes Volume 1*.
3. Update and/or delete land use terms which are either superseded or duplicate definitions within the model provisions or *State Planning Policy 7.3 - Residential Design Codes Volume 1*.
4. Addition of a Rural Enterprise zone with the following objectives, suggested permissibility and development requirements:

Objectives

- To provide for light industrial and ancillary residential development on one lot.
- To provide for lot sizes in the range of 1 ha to 4 ha.
- To carefully design rural enterprise estates to provide a reasonable standard of amenity without limiting light industrial land uses.
- To notify prospective purchasers of potential amenity impacts from light industrial land uses.

Suggested permissibility

P uses	Art gallery; caretaker's dwelling; home business; home occupation; home office; industry – cottage; industry – light; rural home business; single dwelling.
D uses	Club premises; commercial vehicle parking; community purpose; garden centre; motor vehicle repair.
A uses	Animal establishment; funeral parlour; recreation – private; resource recovery centre; telecommunications infrastructure; transport depot; veterinary centre; warehouse / storage

P uses	Car Park; Office;
X uses	Everything else, including 'industry'

Model provisions

1. Prior to subdivision and development within the zone, a Structure Plan shall be prepared, demonstrating the ability to:
 - (a) Separate light industrial and residential uses via the use of building envelopes and/or dual frontages; and
 - (b) achieve a clear delineation between light industrial and residential vehicles in access arrangements to the lots.
 2. Dwellings must be incidental to the predominant use of the site for light industry;
 3. Development of dwellings shall be in accordance with the R2 density provisions of the Residential Design Codes, with the exception of the minimum lot size area, which is not applicable;
 4. No more than one dwelling will be permitted on each lot;
 5. The local government will not consider applications for dwellings prior to the primary site activity being either approved or constructed;
 6. Where simultaneous approval has been granted by local government for both a caretaker's dwelling and the main activity on the same lot, the main activity must be developed and operational prior to occupation of the dwelling;
 7. Lots shall be connected to a reticulated potable water supply provided by a licensed service provider;
 8. Notifications on title may be used to advise prospective purchasers of potential impacts from noise, dust, odour or amenity that may arise from light industrial uses.
5. Removal of notation ⁽¹⁾ from the Zoning Table identifying various land use classes as X uses in townsites and otherwise a P, D or A use in the same zone outside of townsites.
 6. Removal of notation ⁽²⁾ from the Zoning Table identifying various land use classes as X uses outside of townsites and otherwise a P, D or A use in the same zone in townsites.
 7. Include *State Planning Policy 2.5 - Rural Planning* as a State planning policy to be read as part of the Scheme.
 8. Rearrange Schedule A - Supplemental Provisions to ensure the proposed exemptions apply as intended and in conjunction with the deemed provisions.

Scheme Maps

1. Zone Lot 20 and Lot 21 Graham Road, Narrogin in accordance with the Minister's determination of Amendment No.37 to the Shire of Narrogin Town Planning Scheme No.2
2. Zone Lots 4 & 5 Gibson Street, Lots 1, 3, 15 & 16 Mokine Road and the western portion of Lot 20 Graham Road, Narrogin as Rural Enterprise to allow existing dwellings on the property to continue to be afforded permissibility under the Zoning Table and to provide a suitable interface between industrial land and sensitive land uses on the western side of Mokine Road.

Submissions	Comments	Officer Comments	Recommendation
1. Shire of Wickepin	That the Shire of Wickepin advise the Shire of Narrogin that it does not have any comments to make regarding the Shire of Narrogin Draft Local Planning Scheme No. 3 (LPS3).	Noted.	No change.
2. Department of Biodiversity, Conservation and Attractions	The Parks and Wildlife Service of the Department of Biodiversity, Conservation and Attractions advises that, based on currently available information, Draft Shire of Narrogin Local Planning Scheme No 3 is unlikely to cause any impact to known significant biodiversity values.	Noted.	No change.
3. Water Corporation	<p>The Water Corporation offers the following comments regarding the new scheme.</p> <p>SPECIAL CONTROL AREAS</p> <p>The relevant Scheme Map and legend should be modified to reflect the Narrogin Wastewater Treatment Plant Odour Buffer SCA5.</p> <p>Under Part 5 of the Scheme Text (Special Control Areas), include development control provisions for the Wastewater Treatment Plant Control Buffer SCA along the following lines: “The purpose of the Special Control Area is: - To ensure compatibility of land use and development with wastewater Infrastructure. - To avoid incompatible or odour sensitive land use or development being established within the odour buffer. - To protect the long term operation of the treatment plant which provides an essential service to the community through the treatment, reuse and safe disposal of the town's treated waste water.</p>	<p>The details of SCA5 for the Wastewater Treatment Plant is included in Schedule 7 – Special Control Area of the Scheme Text.</p> <p>Amend the Purpose of SCA5 to include the additional purposes for SCA5 in Schedule 7.</p>	<p>No Change.</p> <p>Amend SCA5 in Schedule 7 under Purpose to include the following: <i>To ensure compatibility of land use and development with wastewater Infrastructure.</i> <i>To avoid incompatible or odour sensitive land use or development being established within the odour buffer.</i></p>

Submissions	Comments	Officer Comments	Recommendation
	<p>Sensitive land uses, as defined by EPA Guidance Statement No. 3 (Separation Distances Between Industrial and Sensitive Land Uses, June 2005) as amended, shall not be permitted within the Waste Water Treatment Plant Odour Buffer Special Control Area.</p> <p>The treatment plant and its associated infrastructure may create odour and/or noise nuisance to surrounding land uses. Therefore, when determining applications for Development Approval for development or land use within the Special Control Area, the local government shall:</p> <p>(a) Consider the compatibility of the use or development with wastewater treatment plant infrastructure having regard to potential odour and noise emissions from the waste water treatment plant;</p> <p>(b) Consider whether the use or development would have a detrimental impact on the long term operation of the waste water treatment plant;</p> <p>(c) Refer the proposal and have regard to the advice and recommendations of the Water Corporation, Department of Water and Environmental Regulation, Western Australian Planning Commission, and other relevant authority, and any policies related thereto;</p>	<p>The development requirements for SCA 5 are already included in Schedule 7 – Special Control Areas.</p> <p>This is covered in the Development Requirements in Schedule 7 – Special Control Areas, requiring a notification under section 70A of the Land Transfer Act advising of the existence of the wastewater Treatment Plant and the potential impact of the operation during its use. To be included in Schedule 7 – Special Control Areas under the heading Purpose for SCA5.</p>	<p><i>To protect the long-term operation of the treatment plant which provides an essential service to the community through the treatment, reuse and safe disposal of the Shire's treated waste water.</i></p> <p>No change.</p> <p>No change.</p>

Submissions	Comments	Officer Comments	Recommendation
	(d) Impose conditions as appropriate on any planning approval to attenuate or minimize odour and noise impacts; and	<p>It should be noted that the properties within the proposed buffer are zoned Rural Residential, Residential and Rural, which permits the development of a Single Residential Dwelling. There are existing single dwellings within the buffer area. Any new residential dwelling will require a section 70 A notification to be included in the Certificate of Title advising of the potential impacts of the existing Wastewater Treatment Plants.</p> <p>Agreed. These factors will be considered as part of the Development Assessment process and conditions imposed as per the development requirements in Schedule 7 – Special Control Areas. Furthermore, any dwelling or other habitable structure within the Special Control Area buffer zone, will require the local government’s prior planning consent.</p>	No change.

Submissions	Comments	Officer Comments	Recommendation
	<p>(e) Not approve any development application within the buffer that would suffer unacceptable impacts from odour or noise emissions, or which by its nature may adversely impact on the continued operation of the waste water treatment plant.”</p> <p>WATER & WASTEWATER SERVICING</p> <ol style="list-style-type: none"> The proposed up-coding of landholdings from R12.5 to R40 along Clayton Road is in an area with known sewer capacity constraints. The 225mm diameter gravity sewer along Federal St and the 300mm gravity sewer along Hartoge St are also close to capacity. The current sewer network in Narrogin will not likely be able to support the proposed density increase. A major wastewater conveyance review will need be undertaken, which will take some time to complete. The Water Corporation is currently not able to support the proposed up-coding to the areas near Clayton Road, Gordon Street, Grant Street, Brown Street or Earl Street until these investigations have been completed and the necessary sewer upgrades have been identified. 	<p>It is noted that the properties directly adjoining the Wastewater treatment plant are land owned by the Crown, Water Corporation, the Shire of Narrogin and the property owner of the Brickworks and therefore would provide the required buffer.</p> <p>This will require Water Corporation to investigate the existing sewer capacity to allow the increased density from R12.5 to R40. The average lot area per dwelling for an R40 density is 220m². This means that for a property with a lot area of 1000m², a total of four dwellings can be constructed on site. The Draft Local Planning Scheme shows a total of approximately 26 lots (R40) and 56 Lots (R30). If all the lots are to be developed to their capacity, to accommodate the maximum number of dwellings allowable on each property, this would result in a total of 272 dwellings (104 dwellings in R40, 168 dwellings in R30).</p>	<p>No change.</p> <p>The Shire will work with Water Corporation to allow for the increased number of dwellings through infill development. Water Corporation to confirm its existing sewer capacity and potential dwellings using its existing scheme.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>2. The proposed Urban Development area to the west of town bounded by Lefroy Street, George Street, Wiese Road and Clayton Road is located outside the current water and wastewater schemes. Further investigation is required to determine future servicing needs of the area. Development of this land would lead to further flows into the downstream Narrogin sewer network, which has known capacity constraints. The Corporation is currently not able to support rezoning of this land until investigations have been undertaken to determine the impacts on the sewer network.</p>	<p>If it is recognised that the existing sewer, is at its capacity, then the Water Corporation will need to look at upgrading their capacity to potentially accommodate an additional 272 dwellings through existing infill development. It is highly unlikely that all the development will be developed at the same time, thereby giving the Water Corporation the opportunity to further consider the expansion or upgrade of the existing services. Under the Urban Development zoning, a structure plan is required to be prepared and approved by the WAPC prior to subdivision and development. This will require referral to relevant agencies and stakeholders to provide comments on the future development of the site and the opportunity for Water Corporation to comment and request and upgrade or assess its current sewer capacity and what it needs in order to meet the demand for future urban development zone.</p>	

Submissions	Comments	Officer Comments	Recommendation
	<p data-bbox="465 236 1234 408">3. The proposed Rural Residential areas south of Narrogin Town Centre along Granite Road, Narrakine Road South and Graham Road are located outside the current townsite water scheme. Further investigation is required to determine if and how these areas can be serviced with water.</p> <p data-bbox="465 751 1196 850">4. The Industrial Development areas along Graham Road and Mokine Road are outside the current Narrogin wastewater scheme.</p>	<p data-bbox="1279 236 1653 743">Under the Rural Residential zone, the minimum lot area is 1 hectare subject to the provision of a reticulated water supply to an appropriate standard as determined by the license holder unless otherwise approved by the Commission. The proposed scheme also makes reference to the provision of a water storage tank to a minimum capacity of 92,000 litres of potable water, if reticulated water supply is not available.</p> <p data-bbox="1279 751 1653 1289">Clause 4.11.2 of the Draft Scheme No. 3, states - where a comprehensive reticulated sewerage system is not available to a proposed development or use in the General Industry zone, the local government may grant development approval to which permits on site effluent disposal provided such usage does not generate a daily volume of wastewater exceeding 540 litres per 2000m² of lot size and site conditions are suitable for on-site effluent disposal.</p>	

Submissions	Comments	Officer Comments	Recommendation
	<p data-bbox="488 236 949 260">WATER CORPORATION LAND RESERVE</p> <p data-bbox="488 272 1245 408">The Water Corporation has acquired land to the east of the Narrogin WWTP which includes a constructed wetland. This land should be zoned “Public Purpose” in the scheme – refer to attached location plan.</p> <p data-bbox="488 488 1245 655">The Water Corporation has acquired land to the west of the town centre on the corner of Range Road and McBeath Road. This site should be zoned “Public Purposes – IS” in the scheme. This site is planned to accommodate a future water pump station – refer to attached location plan.</p> <p data-bbox="488 668 1223 804">Water Corporation would like to work closely with the Shire of Narrogin in delivering the planned density increases. We would welcome early notification of planned development to enable services to be properly planned.</p>	<p data-bbox="1290 236 1615 443">The land is proposed to be zoned Rural. To rezone the land to Public Purpose will ensure no residential development will be permitted.</p> <p data-bbox="1290 488 1648 1161">The Shire’s Trail Master Plan has identified a trail on Lot 1628 (Reserve R39707) as the Clay Pit Trail which is under the Management Order of Water Corporation. The property has been designated as Public Purposes IS. The adjoining Property, Lot 285 McBeath Road is owned by the Water Corporation and is proposed to be designated as POS. As this is to be managed by Water Corporation it is recommended that Lot 285 be zoned Public Purpose - IS, consistent with the western side of water Corporation vested land.</p>	<p data-bbox="1682 236 1984 371">Amend the zoning of Lot 335 Yilliminning Road to ‘Public Purpose - Infrastructure Services’.</p> <p data-bbox="1682 488 2029 624">Recommend that Lot 285 McBeath Road be designated as Public Purpose - IS (Infrastructure Services)</p>

Submissions	Comments	Officer Comments	Recommendation
<p>4. Department of Mines, Industry Regulation and Safety Resource and Environmental Regulation</p>	<p>The Department of Mines, Industry Regulation and Safety (DMIRS) has assessed this proposal with respect to mineral and petroleum resources, geothermal energy, and basic raw materials and makes the following comments.</p> <ul style="list-style-type: none"> The rock aggregate quarry located partially within freehold Lot 202 Quarry Road and Class C Gravel Reserve 7529 is recognised as a Significant Geological Supply (SGS) under State Planning Policy 2.4. Under section 5.9 of State Planning Policy 2.5, SGS should be identified in local planning schemes and provisions for their protection, access, and use should be included. A Special Control Area should be included around the SGS to align to the 1000m separation distance recommended by the Environmental Protection Authority's (EPA) published report "Guidance for the Assessment of Environmental Factors," which can be viewed online at: GS3-Separation-distances-270605.pdf. <ul style="list-style-type: none"> The scheme map should be amended accordingly. 	<p>Agreed.</p> <p>Agreed. Include new Special Control Area (SCA 10) for the purpose Significant Geological Supply (Blue metal/Gravel) with the required 1000m buffer recognising the land use buffer zone associated with the Basic Raw Materials.</p> <p>Amend Scheme Map No. 1 to include 1000m buffer.</p>	<p>Include new Special Control Area (SCA 10) in Schedule 7 as follows: Description of Land – Various Landholdings within 1000m of Lot 202 and lot 171 (Reserve 7529) Quarry Road, Minigin. Purpose – Recognise the Land Use Buffer Zone associated with the Significant Geological Supply (Rock Aggregate/Gravel). Development Requirements – No habitable building shall be located within the identified land use buffer. -Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under section 70A of the Land Transfer Act advising of the existence of the quarry and the potential impacts of the operation during its use Amend Scheme Map No. 1 to include 1000m buffer.</p>

Submissions	Comments	Officer Comments	Recommendation
5. Public 1	<p>I am making a submission to change land use for a block of land at the Highbury township, which is presently classified as rural (see diagram). This natural vegetation block is a wildflower hotspot, which is featured in the attached tourist brochure for Highbury nature reserve. Pristine vegetation here contains a wonderful display of stark white spider orchids, a rare stark white spider/fringed mantis orchid hybrid, and attractive kwongan plants. The East Highbury nature reserve, Foxes lair and Yilliminning Rock reserve are important destinations for wildflower tourism.</p> <p>I request that this parcel of land be zoned for conservation, and preferably added to the East Highbury nature reserve.</p>	<p>The Shire of Narrogin Local Planning Strategy, identified the subject land as 'Rural Townsite' with a designation as a Tourist Attraction (Wildflower) for further investigation for conservation purposes.</p> <p>There are still a number of undeveloped lots within the Highbury Townsite to the west of Wilson Street and therefore would not pose a concern for future residential land to be developed. As the site is a hotspot for wildflowers, it is recommended that Council rezone the land from Rural Townsite to Environmental Conservation as a Nature reserve.</p>	<p>Rezone the north eastern corner of Wilson Street, Highbury from "Rural Townsite" to "Environmental Conservation - Nature Reserve".</p>
6. Public 2	<p>We welcome the changed rezoning of Fairway Street.</p> <ol style="list-style-type: none"> 1. Will Hanson continue to operate their now 'heavy industrial machinery' – ie Front end loader, road train trucks in Fairway Street? What does this mean for us? Are we going to be blindsided again? 	<p>Hanson's property (49 Fairway Street) is currently zoned 'Light Industry' under the existing former Town of Narrogin Local Planning Scheme No. 2, and was approved by Council to develop the land for the manufacturing and sale of concrete.</p>	<p>No change.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>2. Does a service commercial area permit large noisy industrial equipment to be use? The noise emitting from these machines and trucks plus all vehicles having to use the reverse beeping due to small area yard is abhorrent. We have 4 signs on the entrance to town from Cuballing Road, which reads 'Reduce noise levels'. We on the other end of Town are stuck with this noisy dusty dirty businesses. We live, eat, breathe their dust and noise emissions when outside.</p>	<p>Draft Local Planning Scheme No. 3 plans to rezone the area to 'Service Commercial', which will allow the current use to continue on site. The activities on site need to comply with the relevant Acts and legislations in terms of noise and, dust emitted from the property. The submitter property (52 Fairway Street) is zoned 'Other Commercial' under the former Town of Narrogin Local Planning Scheme No. 2 and does not permit residential development in the respective zone. The residential development has a non-conforming use right and is legally allowed to continue for residential use.</p> <p>Under the Proposed Local Planning Scheme No. 3, Industry use, including the operation of industrial equipment's, trucks and other associated vehicles and machineries, is discretionary in the Service Commercial zone.</p>	<p>No change.</p> <p>No change.</p>

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	<p>If they stay in Fairway Street eventually, as they have previously shown, it will be on their terms and dictate regardless with their muscle machinery. 'Love the Life in Narrogin'. Not so our end of Fairway Street where we have lived for 56 years. Not wanting to leave our 114 years old heritage cottage to noisy industry that has been introduced around us. We welcome Councillors to come down and see hear and view Hanson when batching process is in progress, or photos/video taken for evidence.</p> <p>We are writing to request our property at 52 Fairway St be rezoned Residential, Not Service Commercial. Why are we indifferent to 46 Fairway Street? Our home (ours - 114 yr old) should be worthy of notable consideration and be saved from any industrial businesses over powering and taking over our homes. Correct us if we are misinformed: Service Commercial is to create, preserve & enhance areas of business which serve a Regional market. We live opposite Hanson Concrete. This business does not enhance our town. They create a dirty-dusty-noisy environment over our town and homes. How does Hanson gain the support of Council to stay within the Town area when other cement suppliers are forced out to the industrial area? We are continually contacting Council complaining of noise & dust that floods into our home. Note: Hanson have increased their machinery size to heavy industrial equipment, without Council intervention.</p>	<p>However the activities are still required to comply with the relevant Acts and legislations in terms of noise and dust. This is why The Scheme does not allow incompatible land uses to coexist. Hence why residential use is not permitted in the Service Commercial, Other Commercial and General Industry zones.</p> <p>As previously stated, 52 Fairway Street is zoned 'Other Commercial' under the Former Town of Narrogin Local Planning Scheme No 2. The proposed Local Planning Scheme is to rezone the area on Fairway Street as Service Commercial, which is primarily for commercial activities. The proposed scheme also allows Industrial activity to occur subject to Council's approval. As residential use is not permitted in the Service Commercial zone and given that the</p>	<p>Include 52 Fairway Street as a non-conforming use in the Non-Conforming Use Register in accordance with clause 3.7 of the LPS 3.</p>

Submissions	Comments	Officer Comments	Recommendation
		development has been used for residential purposes, it is recommended that 52 Fairway Street be listed as a non-conforming use and listed in the non-conforming register, which lawfully allows the continued use of the land as Residential. The issue of noise and dust are subject to the licensing requirement of the operation and are being monitored by the Shire's Environmental Health Officers in liaison with the Department of Water and Environmental Regulation.	
7. Department of Jobs, Tourism, Science and Innovation	The department has reviewed the documents and has no comments to provide at this time.	Noted.	
8. Department of Water and Environmental Regulation.	p.7, Table – Zone Objectives – Rural Zone. <u>Issue</u> Buffer zones: where there is specific reference to watercourses, drainage systems, creek lines, waterways, including groundwater, it is useful that the words “and their buffers” be included. This allows council to consider specific provisions for water resource protection and the retention and protection of riparian vegetation and when necessary, revegetation.	Noted.	

Submissions	Comments	Officer Comments	Recommendation
	<p><u>Suggested Changes</u> To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies (including groundwater), and their buffers, to protect sensitive areas especially the natural valley and watercourse systems from damage.</p> <p>p.16-31 General Development Requirements <u>Issue</u> Additional development requirements may be considered, due to the risks associated with each of the following topics:</p> <ul style="list-style-type: none"> • Flooding • Drainage • Water Resource Protection, • Foreshore Management <p><u>Suggested Changes</u> # Flooding</p> <ol style="list-style-type: none"> 1. The local government may require an application for development that is related to flood prone land to be supported by an assessment that proves the proposed development: <ol style="list-style-type: none"> a. has adequate flood protection, b. maintains the free passage and/or temporary storage of flood waters, c. does not result in an unacceptable increase in flood risk for other land or infrastructure in the general area. 	<p>The zone objectives are from the Model Provisions in Schedule 1 of the Planning and Development (Local Planning Schemes) Regulations 2015. No objection to the inclusion of the word <i>'(including groundwater), and their buffers'</i>, after the word 'water bodies' and before the word 'to protect'.</p>	<p>Insert the words <i>'(including groundwater), and their buffers'</i>, after the word 'water bodies' and before the word 'to protect', in Part 3 under Rural zone in dot point 3 of the objectives.</p> <p>Insert new clause 4.38 as follow: 4.38 Flooding 4.38.1 The local government may require an application for development that is related to flood prone land to be supported by an assessment that proves the proposed development:</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>2. An application for development for habitable buildings, which means a building designed primarily for housing and/or overnight accommodation for persons and is related to flood prone land, must ensure the minimum habitable floor level is at least 0.5 metres above the adjacent 1 in 100 flood (1% AEP) levels.</p> <p># Drainage</p> <p>1. The Local Government requires that structure plans include efficient drainage that manages stormwater and the volume, timing and quality of runoff.</p> <p>2. Structure plan conditions may include the removal of pollutants and nutrients from surface water and groundwater discharges from the subject land in accordance with the 'Decision process for stormwater management in Western Australia, DWER, 2017'.</p>	<p>To be included as a new clause under Part 4 – General Development Requirements.</p>	<p>a. has adequate flood protection,</p> <p>b. maintains the free passage and/or temporary storage of flood waters,</p> <p>c. does not result in an unacceptable increase in flood risk for other land or infrastructure in the general area.</p> <p>4.38.2 An application for development for habitable buildings, which means a building designed primarily for housing and/or overnight accommodation for persons in flood prone land, must ensure the minimum habitable floor level is at least 0.5 metres above the adjacent 1 in 100 flood (1% Annual Exceedance Probability) levels.</p> <p>Insert new clause 4.39 as follows:</p> <p>4.39 Drainage</p> <p>4.39.1 The Local Government requires that structure plans include efficient drainage that manages stormwater and the volume, timing and quality of runoff.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p># Water Resource Protection</p> <p>1. The local government may request that development applications include the identification, protection and management of significant water-dependent ecosystems, including wetlands and waterways.</p>	<p>Agree to changes.</p>	<p>4.39.2 Structure plan conditions may include the removal of pollutants and nutrients from surface water and groundwater discharges from the subject land in accordance with the 'Decision process for stormwater management in Western Australia, DWER, 2017'. Insert new clause 4.40 as follow: 4.40 Water Resource Protection 4.40.1 The local government may request that development applications include the identification, protection and management of significant water-dependent ecosystems, including wetlands and waterways.</p>
	<p>2. When determining applications for development approval, the Local Government may:</p> <p>a. consider the protection of existing water courses, vegetation corridors, agricultural production, and mitigation of wind erosion, waterlogging and salinity,</p>	<p>Agree to changes.</p>	<p>4.40.2 When determining applications for development approval, the Local Government may:</p> <p>a. consider the protection of existing water courses, vegetation corridors, agricultural production, and mitigation of wind erosion, waterlogging and salinity,</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>b. require drainage management plans as a condition on any development approval, to ensure that the rate, quantity and quality of water leaving the subject land will not cause adverse impacts,</p> <p>c. require development applications to identify control mechanisms required to regulate and manage land uses to minimise the risk of pollution to water resources.</p> <p># Foreshore management</p> <ol style="list-style-type: none"> 1. Where a local structure plan includes or abuts a waterway or wetland, the local government may require a Foreshore Management Plan or Wetland Management Plan to be prepared to support the plan. 2. The aforementioned plans must be developed concurrently with a Bushfire Management Plan. 	<p>Agree to changes.</p> <p>Agree to changes.</p> <p>Agree to changes.</p> <p>Agree to changes.</p>	<p>b. require drainage management plans as a condition on any development approval, to ensure that the rate, quantity and quality of water leaving the subject land will not cause adverse impacts,</p> <p>c. require development applications to identify control mechanisms required to regulate and manage land uses to minimise the risk of pollution to water resources.</p> <p>Insert new clause 4.41 as follow:</p> <p>4.41 Foreshore Management</p> <p>4.41.1 Where a local structure plan includes or abuts a waterway or wetland, the local Foreshore Management Plan or Wetland Management Plan to be prepared to support the plan. The aforementioned plans must be developed concurrently with a Bushfire Management Plan.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>p.30-31 / s.4.35 -‘Potable Water Supply’ <u>Issue</u> There is no reference to the provision of ‘fit-for-purpose’ water supply, i.e. non-potable water. Specific reference to the supply and use of fit-for-purpose water (e.g. recycled wastewater) and availability of water for public open space is an appropriate addition to the scheme text. (Refer Shire Strategy for references to drought and drought proofing, context ‘fit-for-purpose’ water supply). <u>Suggested Changes</u> Suggest s.4.35 be re-badged ‘Water Supply’ with sub headings ‘Potable Water Supply’ and ‘Non-potable Water Supply’</p>	<p>Agree to changes.</p>	<p>Amend heading of clause 4.35 to Water Supply. Amend clause 4.35.1 as follows: 4.35.1 Potable Water Supply (a) In areas where scheme water is readily available, all development is required to be connected to that scheme water supply. (b) For new Residential, Rural-Residential, Industrial and Commercial subdivisions, connection to the Water Corporations reticulated water supply will be required. (c) Where for Rural-Residential subdivision it is not practical or reasonable for lots to connect to a reticulated water supply, alternative potable water supply arrangements may be considered</p>

Submissions	Comments	Officer Comments	Recommendation
	<p># Non-potable Water Supply</p> <ol style="list-style-type: none"> 1. The local government may approve the use of fit-for-purpose water, wastewater recycling and reuse, and prescribe its availability for non-potable use, including public open space management. 2. The local government may identify a secure fit-for-purpose water supply that conserves potable water, minimises wastewater and re-uses all forms of water, including stormwater. 3. The local government may require development applications to include fit-for-purpose water supply. 	<p>Agree to changes.</p>	<p>(d) In areas where scheme water is not readily available, all development is required to be provided with drinking water supply in accordance with the standards specified in the <i>Australian Drinking Water Guidelines 1996</i>.</p> <p>Insert clause 4.35.2 as follows:</p> <p>4.35.2 Non-Potable Water Supply</p> <ol style="list-style-type: none"> (a) The local government may approve the use of fit-for-purpose water, wastewater recycling and reuse, and prescribe its availability for non-potable use, including public open space management. (b) The local government may identify a secure fit-for-purpose water supply that conserves potable water, minimises wastewater and re-uses all forms of water, including stormwater.

Submissions	Comments	Officer Comments	Recommendation
	<p>p.31 / s.4.36 - 'Effluent Disposal'</p> <p><u>Issue</u> Insert the word 'current' to ensure Scheme refers to the GSP and modify.</p> <p><u>Suggested Changes</u> 4.36.1 Development must provide for effluent disposal in accordance with the requirements of the current Government Sewerage Policy. 4.36.2 Any development must be connected to deep sewerage, except where exemptions apply or comply with the State Government Sewerage Policy, which the policy recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply linked to the management priority of the site.</p>	<p>Agree to changes.</p>	<p>(c) The local government may require development applications to include fit-for-purpose water supply.</p> <p>Amend clause 4.36.1 as follow:</p> <p><i>Development must provide for effluent disposal in accordance with the requirements of the current Government Sewerage Policy.</i></p> <p>Amend clause 4.36.2 as follow:</p> <p><i>Any development must be connected to deep sewerage, or comply with the State Government Sewerage Policy, which recognises that sewer connection may be impractical in some areas. Under these circumstances maximum wastewater loadings (based on people / hectare) apply, linked to the management priority of the site.</i></p>

Submissions	Comments	Officer Comments	Recommendation
	<p>p.31 / s.4.37 - 'Vegetation Protection' <u>Issue</u> Clarity of wording, strike out and replace. <u>Suggested Changes</u> The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the 'Environmental Protection (Clearing of Native Vegetation) Regulations 2004' or the clearing is exempt under the Regulations, or Schedule 6 of the 'Environmental Protection Act 1986'. of a type that does not require a permit (i.e. the clearing is for an exempt purpose as prescribed in the Environmental Protection (Clearing of Native Vegetation) Regulations 2004.</p> <p>p.55 / Schedule 4 / SU5, part 1 <u>Issue</u> "Portable" becomes "potable", include GSP. <u>Suggested Changes</u> 1 (i) The provision of potable reticulated water and onsite wastewater disposal according to the current Government Sewerage Policy.</p>	<p>Agree to changes.</p> <p>Agree to changes.</p>	<p>Amend clause 4.37.1 as follow: <i>The clearing of any native vegetation within the Scheme Area is not permitted unless a clearing permit is obtained from the Department of Water and Environmental Regulation under the provisions of the 'Environmental Protection (Clearing of Native Vegetation) Regulations 2004' or the clearing is exempt under the Regulations, or Schedule 6 of the 'Environmental Protection Act 1986'.</i></p> <p>Amend Schedule 4 – Special Use Zones for SU5 part 1(i) as follow: <i>(i) The provision of potable reticulated water and onsite wastewater disposal according to the current Government Sewerage Policy;</i></p>

Submissions	Comments	Officer Comments	Recommendation
	<p>p.55 / Schedule 4 / SU5, part 2 – <u>Issue</u> Correct Departmental name. <u>Suggested Changes</u> 3. Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water and Environmental Regulation.</p> <p>p.56 / Schedule 4 / SU5, part 4 <u>Issue</u> These need to be developed concurrently. <u>Suggested Changes</u> 4. Prior to subdivision or development, a bushfire management plan is to be prepared and approved concurrently with any revegetation plan.</p>	<p>Agree to changes.</p> <p>Agree to changes.</p>	<p>Amend Schedule 4 – Special Use Zones for SU5 part 2 as follow:</p> <p><i>2. Prior to subdivision or development, a Local Water Management Strategy (LWMS) shall be prepared and approved by the local government on the advice of the Department of Water and Environmental Regulation. Stormwater drainage shall be contained on -site to the satisfaction of the local government.</i></p> <p>Amend Schedule 4 – Special Use Zones for SU5 part 4 as follow:</p> <p><i>Prior to subdivision or development, a bushfire management plan is to be prepared and approved concurrently with any revegetation plan.</i></p>

Submissions	Comments	Officer Comments	Recommendation
			<ul style="list-style-type: none"> • RR3 insert part 4 - <i>The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.</i> • RR4 insert part 7 - <i>The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.</i> • RR5 insert part 6 - <i>The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.</i> • RR6 insert part 9 - <i>The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.</i>

Submissions	Comments	Officer Comments	Recommendation
	<p>Schedule 7 - p.62 / SCA1 - Wastewater / effluent disposal.</p> <p><u>Issue</u> Reference the Government Sewerage Policy.</p> <p><u>Suggested Changes</u> "The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy".</p>	<p>Agree to changes</p>	<p>Amend Schedule 7 – Special Control Areas to insert the following: <i>The local government shall assess effluent disposal in accordance with the principals of the current Government Sewerage Policy to the satisfaction of the Department of Health.</i></p>
<p>9. Public 3</p>	<p>Our Lot at 29 Katta Rd has been recommended for a zoning change from rural to rural residential under TPS 3 and the strategic plan.</p> <p>There is also a proposed buffer zone covering most of our lot as defined by SCA7. The shape of the buffer zone has changed from that which is defined in the strategic plan to that which is defined in proposed TPS3, which is now encroaching on our land.</p> <p>By approving the zoning change from rural to rural residential the Shire has indicated an agreement in principle to subdivide the land. The proposed buffer indicates that we cannot subdivide or build a habitable dwelling, which is contrary to the proposed rezoning.</p> <p>We ask that the buffer zone be altered to preclude Lot 2 (29 Katta Rd) as per the strategic plan.</p>	<p>The buffer distance of 2000m is taken from the actual boundary of the property (Local Planning Scheme Map) as opposed to the physical activity from the site (Local Planning Strategy Map).</p> <p>In terms of the subdivision and residential development, the Shire may support the proposal subject to a condition notifying the property owner that the subject land is within the buffer of the Narrogin feedlot and may result in the issue of noise, dust and odour from the feedlot operation. This can be considered at the development application stage.</p>	<p>No change.</p>

Submissions	Comments	Officer Comments	Recommendation
<p>10. Department of Primary Industries and Regional Development</p>	<p>DPIRD does not object to the proposed document and offers the following comments in relation to the sustainable grazing management of livestock on rural small holdings:</p> <ul style="list-style-type: none"> • Schedule A – Supplemental Provisions for Horse Stable and Rural Pursuit both include development criteria that “does not include the stabling or keeping of horses, asses, mules or similar at a rate greater than 1 head per one hectare of paddock area”. • The application of a single stocking rate for these activities is not appropriate in all situations. To allow for the different animal types (grazing requirements) a dry sheep equivalent (DSE) may better serve the Shire. The DSE is a stocking rate system related to ‘dry sheep equivalents’ or how many dry (non-lactating) sheep can be kept year-round on the land without soil degradation, weight loss and with only minimum handfeeding. It has been calculated that: 1 light horse = 10 dry sheep 1 pony = 5 dry sheep 1 draught horse = 20 dry sheep • Depending on the soil type and gradient, a stocking rate of 1 head per hectare or 10DSE per hectare may be too high and may lead to land degradation such as erosion. DPIRD’s Stocking Rate Guidelines for Rural Small Holdings, includes Table A.1: Stocking rates for horses by soil type, for higher rainfall areas with more than 650 mm per year. This table should be only considered a guide for the stocking rates that can be achieved in the Shire of Narrogin, for a lower rainfall. DPIRD requests that these sections (Horse Stable and Rural Pursuit) are amended to include the phrase ‘depending on soil type and landform gradient’. To avoid erosion, DPIRD recommends the supplemental provisions for Horse Stable and Rural Pursuit require a minimum groundcover of 50% be maintained throughout the year. 	<p>Noted.</p> <p>Agree with the requirement of a Dry Sheep Equivalent (DSE) stocking rate system as developed by DPIRD to prevent overstocking which may be detrimental to the amenity of the area due to land degradation and nutrient export. Amend stocking rate requirement to reflect the DSE as per DPIRD Stocking Rate Guidelines for Rural Small Holdings.</p>	<p>Amend Schedule A under Horse Stable by replacing dot point 1 as follow:</p> <ul style="list-style-type: none"> • The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient. • To avoid erosion, a minimum groundcover of 50% must be maintained throughout the year.

Submissions	Comments	Officer Comments	Recommendation
	<p>This may require the applicant to prepare and submit an equine management plan (EMP) which is approved by the Shire of Narrogin prior to this activity being established on a property to avoid land degradation. Information on EMP can be found on the DPIRD website².</p>	<p>This will be considered at the development application stage with supporting management plan for the keeping of livestock.</p>	<p>Amend Schedule A under Rural Pursuit by replacing dot point 3 as follows:</p> <ul style="list-style-type: none"> • The keeping or agistment of livestock shall be limited to a dry sheep equivalent (DSE) per lot in accordance with the DPIRD Stocking Rate Guidelines for Rural Small Holdings. The type and number of any livestock shall comply with the recommendation of DPIRD depending on soil type and landform gradient. • To avoid erosion, a minimum groundcover of 50% be maintained throughout the year.

Submissions	Comments	Officer Comments	Recommendation
11. Public 4	Rezoning of Lot 40 Wiese Road for the purpose of Special Rural zone. Copy of land Capability Assessment report prepared by Gray & Lewis Land Use Planners were submitted to the former Shire of Narrogin in 2007. The document also included a proposed subdivision for a total of 24 lots ranging in lot sizes from 1 hectare to 2 hectares.	Lot 40 Wiese is proposed to be zoned to 'Rural', consistent with the recently adopted Local Planning Strategy. This lot was previously identified as future Rural Living in the Local Planning Strategy but was refused by the WAPC due to the number of significant lots available for Rural living for the next 10 to 15 years. The report provided the supporting documentation including a land capability Assessment report and a subdivision plan. To the east of Lot 40 the land is proposed to be zoned to Urban Development and it is considered reasonable to consider the zoning of this property to Rural Living. However, the WAPC has previously refused the land for Rural Living in the Local Planning Strategy and is highly likely to refuse the rezoning of this lot into Rural Living.	It is recommended that Council submit the land capability report to the WAPC for its further consideration.

<p>12. Department of Health</p>	<p>1. Water Supply and Wastewater Disposal In relation to the management of sewerage, the DOH supports the proposal subject to all developments being connected to deep sewerage as per Health (miscellaneous Provisions) Act, 1911. For development proposals that are not accessible to deep sewerage, the following should be provided to determine if the site and land area is suitable for onsite wastewater management:</p> <ul style="list-style-type: none"> • A specific site and soil evaluation (SSE) report undertaken by a qualified consultant that is conducted during the wettest seasonal time of the year (July/August) only, as per AS/NZS 1547:2012 requirements; • Scaled drawings to detail the required wastewater treatment and disposal area for the proposed volumes and purpose. <p>Please note: The new Government Sewerage Policy (Sept 2019) has changed the permitted volumes per lot size and is based on the permeability of the sites soil and type of system rather than 540 litres per 2000m². Each non-residential development proposal is assessed on a case by case basis.</p> <p>2. Medical Entomology Key Recommendations: The Shire of Narrogin determine the risk from mosquitoes and mosquito borne disease for future development related to the LPS No.3. Justification and background for recommendations: The Planning Scheme is for a Shire where the risk of mosquitoes and mosquito-borne disease such as Ross River (RRV) and Barmah Forest (BFV) virus diseases is largely unknown, although human cases of RRV disease have been reported from the Shire in the past 5 years. There may be seasonal mosquito breeding habitat within close proximity to future development within the Shire. Additionally, there is the potential for mosquitoes to breed in on site infrastructure and constructed water bodies if they are poorly designed.</p>	<p>The majority of the built-up areas are connected to deep sewerage. The areas that are not accessible to deep sewerage are in the area of Rural Residential zone. The requirement for effluent disposal for these areas is covered in schedule 4.</p>	<p>No change.</p>
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Submissions	Comments	Officer Comments	Recommendation
	<p>Recommendations: It is the recommendation of the DOH that:</p> <p>(i) Any future developments under the Scheme be contingent upon a mosquito risk assessment and possibly a management plan. The risk assessment and management plan may include the following components:</p> <ul style="list-style-type: none"> • Identification of major sources (breeding sites) of mosquitoes • Methods and feasibility of mosquito control, • Environmental impacts and acceptability of proposed control options • Public education and awareness strategies, and • Ensuring ongoing resourcing of management and control programs. <p>(ii) Any future development under the Scheme must ensure proposed infrastructure and site works do not create additional mosquito breeding habitat as follows:</p> <ul style="list-style-type: none"> • Changes to topography resulting from earthworks (eg the installation of pipelines, footpaths, roads etc) must prevent run-off from creating surface ponding as it may become mosquito breeding habitat. • Water tanks and other water-holding containers must be sealed or screened to prevent mosquito access and breeding. Regular monitoring for mosquito larvae and treatment with larvicide may also be required. • Waste items (tyres, drums and other water holding receptacles) should be filled with sand/soil: kept undercover or punctured to reduce the chances of these items holding water and becoming mosquito breeding habitat. 	<p>The Shire's Environmental Health Officers undertake an annual inspection of potential mosquitoes breeding areas and carry out baiting to impacted areas.</p> <p>Annual inspections undertaken by the Shire's Environmental Health Officers on areas of potential mosquito breeding habitat in liaison with the Shire's Technical and Rural Services.</p>	

Submissions	Comments	Officer Comments	Recommendation
	<p>Recommendations:</p> <p>It is the recommendation of the DOH that:</p> <p>(iii) Any future developments under the Scheme be contingent upon a mosquito risk assessment and possibly a management plan. The risk assessment and management plan may include the following components:</p> <ul style="list-style-type: none"> • Identification of major sources (breeding sites) of mosquitoes • Methods and feasibility of mosquito control, • Environmental impacts and acceptability of proposed control options • Public education and awareness strategies, and • Ensuring ongoing resourcing of management and control programs. <p>(iv) Any future development under the Scheme must ensure proposed infrastructure and site works do not create additional mosquito breeding habitat as follows:</p> <ul style="list-style-type: none"> • Changes to topography resulting from earthworks (eg the installation of pipelines, footpaths, roads etc) must prevent run-off from creating surface ponding as it may become mosquito breeding habitat. • Water tanks and other water-holding containers must be sealed or screened to prevent mosquito access and breeding. Regular monitoring for mosquito larvae and treatment with larvicide may also be required. • Waste items (tyres, drums and other water holding receptacles) should be filled with sand/soil: kept undercover or punctured to reduce the chances of these items holding water and becoming mosquito breeding habitat. 		

Submissions	Comments	Officer Comments	Recommendation
	<ul style="list-style-type: none"> The <i>Chironomid midge and mosquito risk assessment guide for constructed water bodies</i> (Midge Research Group, 2007) should be referred to during the early stages of planning to ensure that the potential for onsite mosquito breeding is minimise. This document and other information on mosquito management is available at: https://ww2.health.wa.gov.au/Articles/JM/Mosquito-management. <p>3. Local Planning Scheme and Strategy Content Good public health outcomes require good planning strategies. The aim of the planning scheme and strategy should include a direct reference to ‘enhancing the public health of the community’. Although the document focuses on outcomes for the Town, it does not address potential issues in relation disaster preparedness, recovery management or the associated impacts on public health. The document provide a snapshot of foreseeable outcomes for the Town but does not highlight potential negative impacts of such outcomes nor does it specifically address public health of the community. A risk assessment of each of the potential outcomes should be incorporated in to the Strategy. For your reference, consider the enHealth document ‘Risky Business’ – A resource to manage environmental health risks specifically tailored for local governments. This document is available for download at: http://www.public.health.wa.gov.au/2/1400/2/health_risk_assessment.pm</p>	<p>The Shire has recently adopted the Public Health Plan. The Shire has also adopted the Local Emergency Management Arrangements and Local Recovery Management Plans in accordance with the Emergency Management Act.</p>	

Submissions	Comments	Officer Comments	Recommendation
	<p>4. Land use Planning for Natural Hazards A document 'Land Use Planning for Natural Hazards' can also guide the use of the land to effectively reduce risk and enhance sustainability for areas prone to hazards such as flooding (including storm surge), fire, landslide, earthquake, strong wind and erosion. Available for download from: http://knowledge.aidr.org.au/resources/land-ues-planning-for-natural-hazards-handbook/</p>	<p>The Shire has developed and adopted a Bushfire Risk Management Plan and a building design requirement for earthquakes zone and Bushfire prone areas (SPP 3.7 – Planning in Bush Fire Prone Areas).</p>	
<p>13. Public 5</p>	<p>In regard to the current draft LPS No. 3, my lot at 39 Ensign Street, Narrogin is currently zoned R12.5 and is earmarked for R30 under the proposed scheme. My intention is to subdivide this property and prefer the Scheme to include a R30 zoning to enable me to proceed.</p>	<p>The subject land currently has two dwellings. The Local Planning Strategy identifies the area as suitable for an R30 density. As a corner lot, the rezoning of this property to R30 would be consistent with the Local Planning Strategy.</p>	<p>Support the designation of Lot 897 (No. 39) Ensign Street as R30.</p>
<p>14. Shire of Williams</p>	<p>Its to do with the description of the Water Corporation's water treatment facility near Bottlecreek Place. On the maps in the draft document it refers to two Special Control Areas as SCA5 with reference to "<i>Various Landholdings within the identified Land Use Buffer Zone for the Narrogin Wastewater Treatment Plant</i>" As we know the Bottlecreek facility is the Water Corporation's reticulated water supply pumping station and chlorination facility.</p>	<p>Agreed that there are two separate buffers, one for wastewater and the other for water treatment. Recommend to create a new SCA for the Water treatment buffer.</p>	<p>Include new Special Control Area (SCA 11) in Schedule 7 as follows: Description of Land – Various Landholdings within the 200m Land Use Buffer Zone for the Narrogin Water Treatment Plant at Lot 19 Bottlecreek Place, Narrogin.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p>Maybe it needs a different SCA number to differentiate it from the wastewater treatment plant on the east side of the Narrogin townsite.</p>		<p>Purpose - Recognise the Land Use Buffer Zone associated with the Narrogin Water Treatment Plant.</p> <p>Development Requirements – No further subdivision of land is permitted.</p> <p>Development is restricted to a single dwelling only.</p> <p>Local government's prior planning consent is required for the construction of a dwelling or other habitable structure within the Land Use Buffer Zone.</p> <p>Any approval to develop a dwelling or habitable building shall be subject to a condition requiring the placement of a notification under Section 70A of the Land Transfer Act advising of the existence of the Water Treatment Plant and the potential impacts of the operation during its use.</p>

<p>15. Department of Fire and Emergency Services</p>	<p>It is unclear from the documentation provided if the Shire of Narrogin has applied <i>State Planning Policy 3.7 – Planning in Bushfire Prone Areas</i> (SPP 3.7) to this proposal.</p> <p>Given the Draft Local Planning Scheme No. 3 seeks to increase density in residential areas and introduce new zones, the Draft Local Planning Scheme No. 3 provides an opportune mechanism for the coordination of bushfire risk to ensure that it does not result in the introduction or intensification of development or land use in an area that has or will, on completion, have an extreme BHL and/or BAL-40 or BAL-FZ.</p> <p>SPP 3.7 seeks to reduce vulnerability to bushfire through the identification and consideration of bushfire risks in decision-making at all stages of the planning and development process.</p> <p>A Bushfire Management Plan (BMP) is required to accompany strategic planning proposals, subdivision and development applications in areas above BAL–LOW or areas with a bushfire hazard level above low (refer to clause 6.2b). A BMP includes the bushfire assessment, identification of the bushfire hazard issues arising from the relevant assessment and a clear demonstration that compliance with the bushfire protection criteria contained within Appendix 4 of these Guidelines, is or can be achieved.</p> <p>The BMP should be prepared as early as possible in the planning process and progressively refined or reviewed as the level of detail increases. The level of detail provided within a BMP should be commensurate with the applicable planning stage and scale of the proposal or application.</p>	<p>Clause 4.4 makes reference to State Planning Policy 3.7. The areas proposed for increased density for residential development are outside of the Bushfire Prone Areas. Where the proposed development falls within the Bushfire Prone Areas, the developer/applicant is to provide a Bushfire Management Plan in accordance with SPP 3.7. The Shire has also adopted a Bushfire Risk Management Plan and has put in place mitigation plan for implantation to reduce the bushfire risk for the critical assets.</p>	<p>No change.</p>
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Submissions	Comments	Officer Comments	Recommendation
	<p>Should you apply SPP 3.7 then, we request the relevant information pursuant to this policy be forwarded to DFES to allow us to review and provide comment prior to the Shire of Narrogin endorsement of the Draft Local Planning Scheme No. 3.</p> <p>Land Use Planning staff are available to discuss planning proposals and provide general bushfire advice at any stage of the planning process. Please do not hesitate to contact me on the number below, should you require clarification of any of the matters raised.</p>		
<p>16. Main Roads WA</p>	<p>Thank you for the opportunity to comment on Shire of Narrogin's Draft Local Planning Scheme No. 3. Main Roads Wheatbelt Region has reviewed the draft document and provides the following comments:</p> <p><u>Scheme Text</u></p> <p>Cl. 4.2.9 Traffic Entrances and Cl. 4.3.3 Development adjoining Primary Distributor Roads</p> <p>Please confirm that development with proposed access to a major road will be referred to Main Roads for comment in accordance with the <i>Planning and Development (Local Planning Scheme) Regulations 2015</i> Schedule 2, Part 9, Cl. 66 and Cl. 67(2)(c), (t) and (za).</p>	<p>Clause 4.29 and 4.33 makes reference to Main Roads but not clear as to whether a referral is required to Main Roads for access onto Primary Distributor Roads which is under the care and control of Main Roads WA. Clause 66 of the Planning and Development (Local Planning Schemes) Regulations 2015, makes reference for development applications to be referred to other authorities . To ensure that the process of seeking referral to the relevant authorities</p>	<p>Insert a new clause 4.29.4: <i>The Council shall refer an application for development for vehicular access on land designated as a Primary Distributor Roads to the Main Roads WA for comment and shall have regard to that Department's comments in considering the application.</i></p>

Submissions	Comments	Officer Comments	Recommendation
	<ul style="list-style-type: none"> Schedule A Supplemental Provisions Exempted Advertisements – any signage designed to be visible from a road under Main Roads’ responsibility should not be exempt as it requires approval from Main Roads, the application for which includes approval from the Local Government. 	<p>particularly access onto Primary distributor Road which is not under the care and control of the Council, it is recommended that a new clause be inserted requiring referral to Main Roads WA.</p> <p>Clause 4.34 states: <i>For the purpose of this Scheme, the erection, placement and display of advertisements and the use of land and buildings for that purpose is development within the definition of the Planning and Development Act 2005 and requires the development approval of the local government in accordance with the provisions of Part 9 of the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2, unless it is an exempted advertisement as listed the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 or in Schedule A.</i></p> <p>Therefore, anything that is not listed in Schedule A – Exempted Advertisements, requires a development application</p>	<p>No change.</p>

Submissions	Comments	Officer Comments	Recommendation
	<p><u>Scheme Maps</u></p> <ul style="list-style-type: none"> • Narrakine Rd and Herald St are shown as Primary Distributors – neither of them are State main roads. The Scheme Map should be amended to reflect their correct hierarchy. • Garfield Street from Bannister St to the new alignment of Northam Cranbrook Rd (Great Southern Hwy) is a local road and should not be depicted as a Primary Distributor. • Forrest St from Northam Cranbrook Rd (Great Southern Hwy) to Federal St is a local road and should not be depicted as a Primary Distributor. • Federal St from Forrest St to Northam Cranbrook Rd (Great Southern Hwy) is a local road and should not be depicted as a Primary Distributor. • Scheme Map shows a road to the west of the land zoned RR1 (see image below) which does not appear on any mapping and is not a Primary Distributor. Has this road been added in error? 	<p>Agree. Amend road classification of Narrakine Road and Herald Street as District Distributor Road Blue colour).</p> <p>Amend road classification of Garfield Street from Bannister Street to the new alignment of Northam Cranbrook Road (Great Southern Highway) as a local road.</p> <p>Agree. Amend road classification of Forrest Street from Northam Cranbrook Road (Great Southern Highway) to Federal Street as a local distributor road.</p> <p>Agree. Amend road classification of Federal Street from Forrest Street to Northam Cranbrook Road (Great Southern Highway) as a local distributor road.</p> <p>Agree. To be removed from the Maps</p>	<p>Amend the Scheme Maps to show Narrakine Road and Herald Street to District Distributor Road (Blue colour).</p> <p>Amend the Scheme Maps to show Garfield Street from Bannister Street to the new alignment of Northam Cranbrook Road (Great Southern Highway) as a local road (no colour).</p> <p>Amend the Scheme Maps to show Forrest Street from Northam Cranbrook Road (Great Southern Highway) to Federal Street as a local distributor road.</p> <p>Amend the Scheme Maps to show Federal Street from Forrest Street to Northam Cranbrook Road (Great Southern Highway) as a local distributor road.</p> <p>Amend the Scheme Maps to remove section of the Primary Distributor Road to the west of the dedicated Great Southern Highway.</p>

10.1.2 TRANSFER OF VESTING – LOT 300 AND LOT 182 WILLIAMS ROAD, NARROGIN

File Reference	IPA 2226135, A326300, A340166
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Water Corporation
Previous Item Numbers	Nil
Date	4 February 2022
Author	Azhar Awang – Executive Manager Development and Regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Letter from Water Corporation2. Plan of Land Requirements by Water Corporation3. Narrogin Walk Trails – Banksia Walk Trail4. Submission from Friends of Foxes Lair

Summary

Council is requested to consider the request by Water Corporation for the transfer of Crown Lot 300 on P46050 and Lot 182 on P233217 Williams Road, Narrogin for the purpose of managing the existing and future water supply and the existing and future service tanks.

Background

On 22 January 2022, the Shire received correspondence from the Water Corporation seeking the written approval of the Shire for the transfer of Lot 300 on P46050 (Reserve 17739) Williams Road for a future 5ML tank.

This site has been chosen for the future water tank due to its location to the existing water tank and the contour levels which provide for a higher land elevation to maintain the same water level as the existing tank.

The Water Corporation is also aware of the Shire's proposal for the Banksia Walk Trail in this locality and has proposed some modification with a southern deviation to accommodate the new tank and fencing (refer to attachment 2).

In order to achieve the desired outcome, the Water Corporation has proposed the following options to transfer the vesting of Lot 300:

1. Transfer of vesting of whole of Lot 300 to the Water Corporation and the Shire of Narrogin to enter into an Indemnity Agreement with Water Corporation for walk trail proposed in Lot 300 on Plan 46050 at minimal cost; or
2. Crown Subdivision to transfer vesting of portion of Lot 300 as per attached drawing, slight deviation of the proposed trail will be required at the tank site which will be fenced.

The proposal also includes the transfer of Lot 182 on Plan 233217 (Reserve 8305) Williams Road for amalgamation into Water Corporation Water Reserve (Reserve 18100).

All survey and land registration costs to transfer vesting of the Crown Lots 300 & 182 will be the responsibility of the Water Corporation.

Consultation

A site visit was undertaken by:

- Executive Manager Development and Regulatory Services
- Kulbardi Hill Consultant
- Acting Manager Community, Leisure and Culture.

Further consultations were undertaken with Representatives of Water Corporation, Friends of Foxes Lair and Manager Operations Technical and Rural Services.

Statutory Environment

There are no know statutory implications, other than the necessary transfer of land and management order adjustment requirements, to be undertaken by the Water Corporation and Department of Lands, pursuant to the Land Administration Act 1997.

Policy Implications

There are no known policy implications, however the Foxes Lair Management Plan, adopted by the former Town of Narrogin in 2014, relates and has ben considered in this context.

Financial Implications

All survey and land registration costs to transfer vesting of the Crown Lots 300 & 182 will be the responsibility of the Water Corporation.

Whilst the costs associated with the relocation of the relatively small length of existing walk trail are predicted to be minor, the Shire’s Administration will liaise with representatives of the Friends of Foxes Lair, with the deviation required, and if there are any financial expenses expected to be incurred, it is suggested that the Chief Executive Officer be authorised to negotiate an appropriate financial consideration from the Water Corporation.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.2	Increased Tourism
Strategy:	1.2.1	Promote, develop tourism and maintain local attractions
Strategy:	1.1.2	Promote Narrogin and the Region
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.1	A preserved natural environment
Strategy:	3.1.1	Conserve, enhance, promote and rehabilitate the natural environment

Comment/Conclusion

Lot 300 on P46050

Lot 300 on P46050 Williams Road, Narrogin is currently vested in the Shire of Narrogin for the purpose of 'Parkland and Recreation'. The property is comprised of three (3) parcels of land surrounding Water Corporation land (Lot 1130, Reserve 18100), which currently has an existing service tank partially located on the property and on Lot 300 (Reserve 17739). The proposal by the Water Corporation is to extend the area to formalise the existing tank and to accommodate a future tank on the site.

The two options proposed by the Water Corporation are:

1. *Transfer of vesting of whole of Lot 300 to Water Corporation, Shire of Narrogin to enter into an Indemnity Agreement with Water Corporation for walk trail proposed in Lot 300 on Plan 46050 at minimal cost.*

This option would give the Water Corporation the care and control of the whole of Lot 300, with the exception of the agreement allowing access to the public using the dedicated Walk Trail. There are also existing access ways within Lot 300 which provide connection to Williams Road and the internal access way as well as a firebreak. Should Council agree to this option, the existing firebreak traversing Lot 300 will be required to be maintained by the Water Corporation.

2. *Crown Subdivision to transfer vesting of portion of Lot 300 as per attached drawing, slight deviation of proposed trail will be required at tank site which will be fenced.*

The second option would require a subdivision to excise the portion of Lot 300, with a total area of 13,905m² to be amalgamated with Lot 1130 (Reserve 18100). This will also require some form of indemnification for the use of the walk trail as the bottom portion half of the walk trail is located within the proposed Water Corporation land, and still allow the Shire to have management control over the remainder of Lot 300.

The 'Friends of Foxes Lair', has noted that there are a few significant features around the site and provided the following comments:

*"A beautiful and uncommon triggerplant *Stylidium amoenum* only occurs in Foxes Lair just east of the existing southern security fence around the existing tank. Request that the security fence here be retained to preserve this plant population.*

There is very rare, geologically and tourism significant shelf of lateritised banded ironstone similar to that at the Hammersley Range at about coordinate -32 56.459/ 117 9.558. The shelf is a layer of ironstone about 3 metres by 4 metres by 80cm thick. It is likely that this will be destroyed during tank destruction. If it cannot be preserved, I request that the boulders comprising this shelf be shifted about 30 metres downslope to the new track.

About 10 metres south of the ironstone is a historically significant building base of a worker's cottage, which was used by a worker when the Bottle Creek dam was constructed. If possible I request that this be preserved."

Both options are considered practical. Option 2 is the recommended option on the basis that it still maintains the internal access way and firebreaks. The only downside is to require an indemnity agreement at a peppercorn rent for the walk trail with a slight modification leading away from the proposed location of the new tank site.

It is also recommended that the Water Corporation liaise with the 'Friends of Foxes Lair' regarding the significant features found in the area.

Lot 182 on P233217 (Reserve 8305) Williams Road, Narrogin

Lot 182 on P233217 Williams Road, Narrogin is currently vested in the Shire of Narrogin for the purpose of 'Gravel'. The total area of the site is 20.2343 hectare and there is no evidence of gravel having been extracted from the site. The Shire's Manager Operations, Technical and Rural Services has advised that the Shire has never used the land for gravel extraction.

The Water Corporation has expressed its interest for the land to be vested to the Water Corporation and amalgamated into Reserve 18100 as a water reserve.

In January 2021, the Shire supported an easement over the Shire Reserve to allow access by the Water Corporation to its dam and pump station at 19 Bottlecreek Place.

The proposal will provide the additional buffer protection required to the water reserve and the water treatment plant for the Water Corporation and is therefore recommended to support the transfer of the vesting of Lot 182 on P233217 (Reserve 8305) Williams Road.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.004

Moved: Cr Fisher

Seconded: Cr McNab

That with respect to the request by the Water Corporation for the transfer of Crown Lot 300 on P46050 and Lot 182 on P233217 Williams Road, Narrogin for the purpose of managing the existing and future water supply and the existing and future service tanks, Council:

1. Support the transfer of Lot 182 on P233217 Williams Road, Narrogin for the purpose of Water Supply Catchment and Reserve.
2. Support the Crown Subdivision to transfer vesting of portion of Lot 300 to the Water Corporation as per the attached plan (Attachment 2), including the slight deviation of the walk trail required at the proposed water tank site, subject to the following conditions:
 - a) The proposed water tank site will be required to be fenced at the cost of the Water Corporation;
 - b) The Water Corporation maximising protection and preservation of the significant natural features including plant population and natural outcrops in the area in liaison with the 'Friends of Foxes Lair';
 - c) The Water Corporation being required to protect and preserve the building site of a worker's cottage in the area;
 - d) The Water Corporation be requested to provide an appropriate financial consideration to the Shire of Narrogin, to reflect any potential expense incurred associated with the deviation

of the walk trail, should it be required, and to the satisfaction of the Shire's Chief Executive Officer.

- e) The Water Corporation installing and maintaining firebreaks in accordance with the Shire's annual firebreak notice, which may be amended from time to time.
 - f) The Water Corporation being responsible for all survey and land registration costs to transfer the vesting of the Crown Lots 300 & 182.
3. Authorise the Shire President and Chief Executive Officer to affix the Common Seal associated with the transfer of the land.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

629 Newcastle Street
Leederville WA 6007

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Our Ref: JT1 2017 09584
Enquiries: Marion Morton
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E: marion.morton@watercorporation.com.au

10 January 2022

Shire of Narrogin
PO Box 1145
NARROGIN WA 6312

Dear Sir/Madam

**REQUEST FOR CROWN LOT 300 ON P46050 AND LOT 182 ON P233217
SHIRE OF NARROGIN TO WATER CORPORATION**

As previously discussed, in 2017 our Asset Investigation & Monitoring team from the South West Region met with Shire delegates to discuss various reserves within the Narrogin Shire under Management Order to Water Corporation and Shire of Narrogin.

The initial meeting was set up to discuss Water Corporation's needs to manage land on which the existing and future service tank is to be sited (Lot 300 on P46050) and to rationalise / dispose of Corporation reserved land to the Shire of Narrogin.

The Corporation would like to obtain management order over crown land currently vested to the Shire of Narrogin and are seeking the Shire's approval to transfer vesting of: Lot 300 on P46050 Reserve 17739 for a future planned 5ML tank and Lot 182 on Plan 233217 Reserve 8305 for amalgamation into Water Reserve 18100.

The future tank location is governed by contour levels and higher land elevation to maintain the same top water level as the existing tank. We have roughly plotted the Banksia Walk Trail, provided by Shire of Narrogin, which indicates there will be some modification required to the walk trail with a southern deviation to accommodate the new tank and fencing, see attached tank site plan.

We propose the following options to transfer vesting of Lot 300 that would best accommodate both parties:

1. Transfer of vesting of whole of Lot 300 to Water Corporation, Shire of Narrogin to enter into an Indemnity Agreement with Water Corporation for walk trail proposed in Lot 300 on Plan 46050 at minimal cost: or
2. Crown Subdivision to transfer vesting of portion of Lot 300 as per attached drawing, slight deviation of proposed trail will be required at tank site which will be fenced.

Miranda Hahn from our Property Portfolio team is managing the disposal of surplus Water Corporation Crown and freehold land in this area and will be in touch with the Shire to discuss possible vesting to the Shire of Narrogin.

To proceed, written consent from the Shire of Narrogin agreeing to transfer vesting of Lot 300 on P46050 (option 1 or 2) and Lot 182 on P233217 is required.

All survey and land registration costs to transfer vesting of Crown Lots 300 & 182 will be the responsibility of Water Corporation.

Image - Reserve 17739 Lot 300

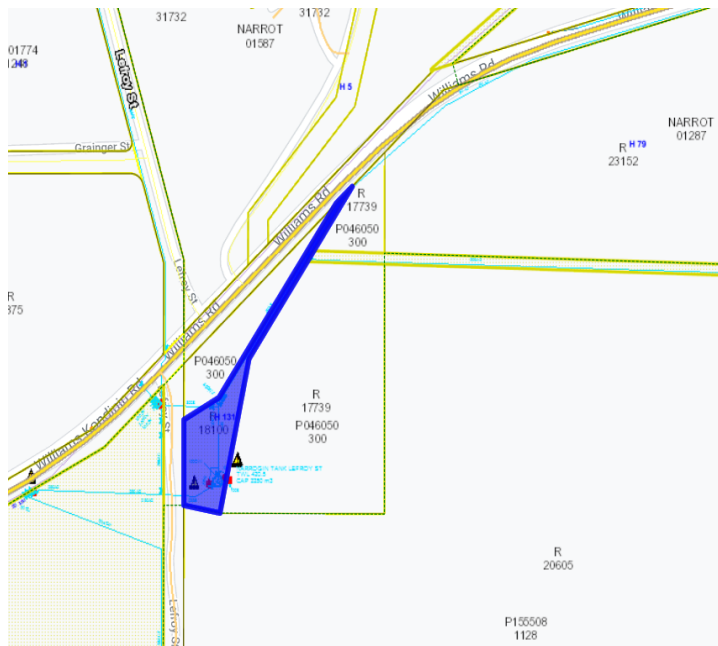
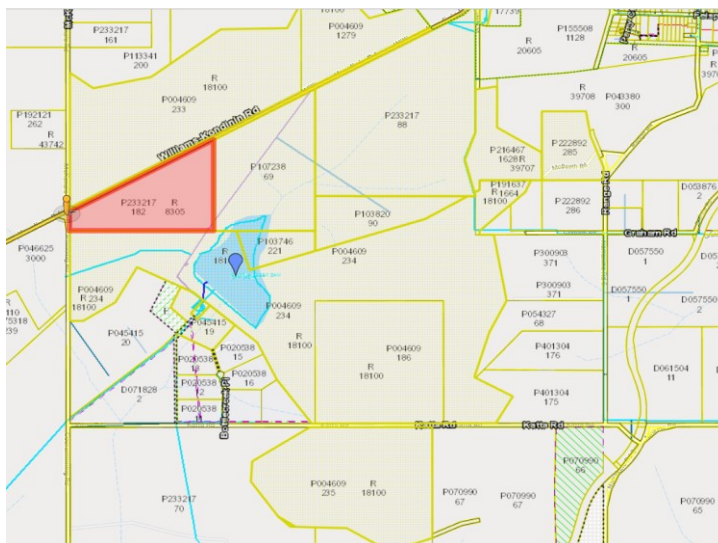


Image R8305 Lot 182



Should you have any queries please do not hesitate to contact me on 9420 2683 or via email.

Yours sincerely



Marion Morton
Property Acquisitions
PROCUREMENT & PROPERTY



Existing service tank is located partly on Reserve 18100 Lot 1130 P155550 5850 m2 Mgmt Order: Water Corp Land Use: Water Supply

Reserve 17739 Lot 300 Parkland Recreation shaded green Mgmt Order: Town of Narrogin Land Use: Recreation Parkland

Additional land area required = 13,905 m2

Future 10,000 m3 tank

Existing 2,250 m3 tank

Banksia Walk Trail

Modified location of Banksia Walk Trail

Narrogin Water Supply
 Lefroy Street Service Tank Site
 Additional Land Requirement
 Shire of Narrogin
 September 2015



Note: see report for details of proposed interpretive topics at each numbered location. Exact location for placement of panel to be determined at time of installation.

From: Doug Sawkins <foxydoug46@gmail.com>
Sent: Thursday, 3 February 2022 10:02 AM
To: 'Azhar Awang' <emdrs@narrogin.wa.gov.au>
Subject: RE: Water Corporation land - Williams Road

Hi Azhar,

Thanks for giving me the opportunity to comment.

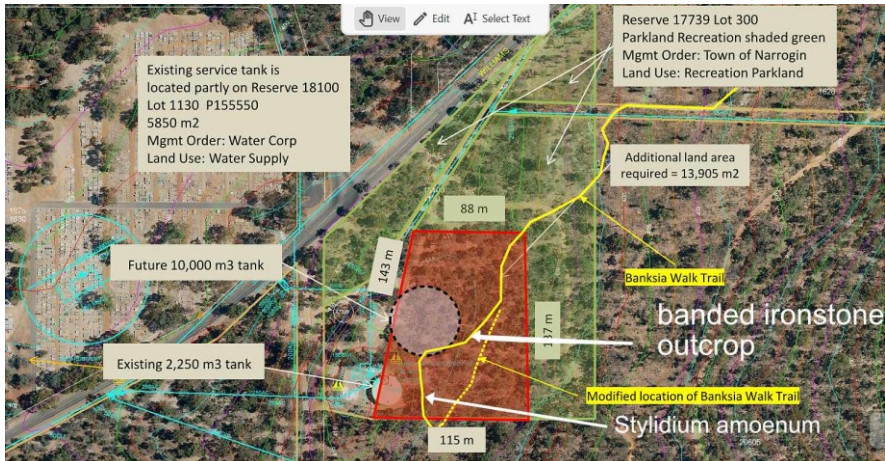
I see no problem with relocating the Banksia Walk in the general vicinity of the proposal, but there are a few significant features, which should be considered. Please note attached images

- A beautiful and uncommon triggerplant *Stylidium amoenum* only occurs in Foxes Lair just east of the existing southern security fence around the existing tank. I request that the security fence here be retained to preserve this plant population.
- There is very rare, geologically and tourism significant shelf of lateritised banded ironstone similar to that at the Hammersley Range at about coordinate -32 56.459/ 117 9.558. The shelf is a layer of ironstone about 3 metres by 4 metres by 80cm thick. It is likely that this will be destroyed during tank destruction. If it can not be preserved, I request that the boulders comprising this shelf be shifted about 30 metres downslope to the new track.

<https://www.foxeslair.org/foxypress/banded-ironstone-in-foxes-lair>

- About 10 metres south of the ironstone is a historically significant building base of a workers cottage, which was used by a worker when the Bottle Creek dam was constructed. If possible I request that this be preserved.

Regards
Doug Sawkins





10.1.3 SUBMISSION ON THE STATUTORY REVIEW OF THE FOOD ACT 2008

File Reference	24.4.3
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil.
Previous Item Numbers	Nil.
Date	11 February 2022
Author	Robert Powell – Manager Environmental Health Services
Authorising Officer	Azhar Awang – Executive Manager Development and Regulatory Services
Attachments	<ol style="list-style-type: none">1. Shire Of Narrogin submission on statutory review of the <i>Food Act 2008</i>2. Letter advising of Review of Food Act 2008

Summary

The Department of Health have called for submissions on the statutory review of the Food Act 2008 (the Act). The attached submission is submitted for consideration by the Council. The submission comments on the narrow focus of the review of the Act, as it applies to local governments and is an opportunity to present the Shire of Narrogin's perspective on the operation and application of the Act to the Department.

Background

On 1 December 2021, the then Minister for Health Hon Roger Cook MLA, announced the statutory review of the *Food Act 2008*. The Department of Health anticipates that the Review will examine the operation and effectiveness of the Act in meeting its objects to ensure food for sale is both safe and suitable for human consumption and prevent misleading conduct in connection with the sale of food. The Department further advises that the statutory review shall:

- 1) Examine the operation and effectiveness of the Act in meeting its objects to:
 - a) ensure food for sale is both safe and suitable for human consumption;
 - b) prevent misleading conduct in connection with the sale of food; and
 - c) provide for the application in this State of the Food Standards Code.
- 2) Identify, including through analysis of stakeholder submissions, any issues with the operation and effectiveness of the Act, including:
 - Interpretation;
 - offences related to food;
 - emergency powers;
 - powers of entry;
 - inspection and seizure;
 - improvement notices and prohibition orders;
 - taking and analysing samples;
 - auditing;

- registration of food businesses;
- administration; and
- procedural and evidentiary provisions.

3) Make recommendations that will strengthen and support the objects of the Act being met; and promote greater regulatory effectiveness.

Written submissions are invited from any Western Australian with an interest in the Act, particularly those who work in the sale, distribution and serving of food for human consumption and those who regularly apply the requirements of the Act.

Consultation

The following Officers have been consulted:

- Regional Environmental Health Officer
- Executive Manager Development and Regulatory Services.

Statutory Environment

Food Act 2008

Policy Implications

There are no known policy implications.

Financial Implications

There are no financial implications, apart from Officer's time.

Strategic Implications

Objective:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services

Comment/Conclusion

A review of the Food Act 2008 has found that apart from some changes to penalty amounts and minor wording in part 9 that the current requirements of the Act has remained effective in meeting the objectives, which are *“the protection of public health and safety, to provide enough information about food to help consumers make informed choices and to prevent fraud and deception.”*

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.005

Moved: Cr Fisher

Seconded: Cr Alexander

That with respect to the invitation for submissions on the statutory review of the *Food Act 2008*, Council approve the Shire of Narrogin's submission to the Department of Health, in accordance with Attachment 1.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

SHIRE OF NARROGIN'S SUBMISSION ON THE STATUTORY REVIEW OF THE FOOD ACT 2008

Introduction

On 1 December 2021, the then Minister for Health, Hon Roger Cook, MLA announced a statutory review of the Food Act 2008 (the Act). The Review will examine the operation and effectiveness of the Act in meeting its objects to ensure food for sale is both safe and suitable for human consumption and prevent misleading conduct in connection with the sale of food.

The statutory review shall:

1. Examine the operation and effectiveness of the Act in meeting its objects to:
 - a) ensure food for sale is both safe and suitable for human consumption;
 - b) prevent misleading conduct in connection with the sale of food; and
 - c) provide for the application in this State of the Food Standards Code.
2. Identify, including through analysis of stakeholder submissions, any issues with the:
 - interpretation;
 - offences related to food;
 - emergency powers;
 - powers of entry;
 - inspection and seizure;
 - improvement notices and prohibition orders;
 - taking and analysing samples;
 - auditing;
 - registration of food businesses;
 - administration;
 - procedural and evidentiary provisions; and
 - any other relevant matter.
3. Make recommendations that will strengthen and support the objects of the Act being met; and promote greater regulatory effectiveness.

A consultation summary is available at:

The Food Act 2008 received assent on the 8 July 2008, and has been in operation across Western Australia from that time on. The act has 13 main parts:

1. Part 1 – Preliminary;
2. Part 2 – Interpretation;
3. Part 3 – Offences relating to food;
4. Part 4 – Emergency Powers
5. Part 5 – Powers of entry, inspection, seizure
6. Part 6 – Improvement Notices, Prohibition Orders
7. Part 7 – Taking analysis of samples
8. Part 8 – Auditing
9. Part 9 – Registration of food businesses;
10. Part 10 – Administration;
11. Part 11 – Procedural, evidentiary, provisions
12. Part 12 – Miscellaneous
13. Part 14 – Transitional provisions.

Note that part 13 was omitted under the Reprints Act 1984 section 7(4)(e).

The review asks the following questions

1. What is working well with the Act? and
2. What, if any, changes should be made to the Act to make it less ambiguous or unclear.

If you have suggested improvements to make the legislation simpler or easier to enforce, please include any examples or studies which would support your suggestions.

Comment

Most provisions of the Food Act are workable with Local Government registering food premises, carrying out inspections, providing inspection reports and where non-compliance occurs either directing verbally that changes be made or where the breach is of a serious nature, serving a notice with follow-up action as appropriate.

Background to the Food Act 2008

In Australia, three levels of government operate under a Joint Food System which incorporates elements of policy and food standards development, implementation and enforcement, and incident response to ensure food in Australia is safe to eat.

At the international level, the Health Ministers from New Zealand and Australia met with State and Territory governments to develop and review food policy guidelines.

State and Territory governments, including Western Australia, committed to implement the cooperative national regulatory requirements and adopt the Model Food Provisions.

To implement the requirements of the Model Food Provisions, the Food Bill 2005 (the Bill) was read into the Western Australian Parliament on 23 November 2005. The Bill was referred to the Standing Committee on Uniform Legislation and Statutes Review. Following the review the Western Australian Food Act 2008 (the Act) came into effect in 2009. Since that time the provisions of the Act have been applied to all food businesses and specific primary production and processing activities. The administration and enforcement of the Act is carried out by the Department of Health and Local Government agencies.

Push for Uniform food regulations

The push for uniform food regulations had been on the national agenda but lacked motivation until international fast-food companies started to expand across Australia.

With different food standards across Australia, in each jurisdiction, high-lighted the difficulty those companies faced in providing a common food preparation area design that was acceptable. This led the Australian and New Zealand governments to create an authority to standardise food regulations. This resulted in the formation of the National Food Authority in 1991. With legislative changes FSANZ (Food Standards Australia New Zealand) was created on 1 July 2002. The main objectives of FSANZ is *the protection of public health and safety, to provide enough information about food to help consumers make informed choices and to prevent fraud and deception.*

Food Act 2008

FSANZ produced the Model Food Provisions which were adopted by Australian jurisdictions at various times with Western Australia being the last state to adopt the provisions into the Food Act 2008.

Local Government, is referred to in the Food Act 2008 as an 'enforcement agency', along with the CEO of the department, and has the responsibility for enforcing the provisions of the act. This includes the registration of food businesses, inspections of food premises, serving notices and undertaking legal action, if required.

In this regard Local government has always worked with the tools they are given by the State.

In Western Australia, local government has been delegated the responsibility for food premises, including registration, inspections and taking any required enforcement action. It is noted, however, that in other jurisdictions, the various state and territory governments have retained that responsibility, as well as delegating to local authorities.

The following submission comments on parts of the Act that are deemed relevant to local government.

Part 1 – Preliminary

This section outlines the objects of the Act which is the supply of safe and suitable food in Western Australia.

The Act binds the Crown.

Part 2 – Interpretation

Contains the definitions used in the Act.

Part 3 – Offences relating to food

The penalties in this part, offences relating to food, have not kept pace with inflation and now need updating as they are now over 13 years old.

It is recommendation that penalties be increased by 25% for individuals and corporations and this is reflected below.

Part 4 – Emergency powers

It is noted that the CEO of the Department (of Health) is vested with the emergency powers.

Part 5 – Powers of entry, inspection and seizure

Most businesses, especially in rural Western Australia accept the role of authorised officers and the inspection regime for food premises.

This part the Act seems to be operating effectively with most authorised officers seeking to educate businesses and seek cooperation rather than take legal action or issue infringements on a regular basis (ie. wave the big stick), which may work for a while but will eventually build resentment and an attitude of non-cooperation.

This Shire's Authorised Officers experience is that the majority of food businesses want to do what is right when operating their food business and provide the best possible product and service to their customers. They know that their customers will vote with their feet if not getting the best value for their dollar. By educating business owners and filling in the gaps in their knowledge base they then are able to offer a safer, better product.

However, a growing number of local governments no longer employ Environmental Health Officers for a number of reasons being either difficulty obtaining staff, financial pressures or trained professionals preferring to work in communities closer to the coast and away from the harsh inland environment. Professional people with young children and those with children in high school or seeking higher education are particularly drawn to coastal areas.

Where inspections are not carried out on a regular basis it can lead to food businesses and the business owners becoming complacent and subsequently, letting standards fall or slip.

This is an operational issue for local authorities, however the Department can assist in this area by providing financial assistance to rural and remote local authorities.

Part 6 – Improvement notices and prohibition orders

Improvement notices and prohibition orders are a necessary tool in the Authorised Officers tool kit and enables an officer to be effective in their role. These tools should remain in the Act to provide a deterrent when needed.

Part 7 – Taking and analysis of samples

As with part 6 the taking of samples and the analysis of food are equally important tools for Authorised Officers to be able to assess the quality and safety of food manufactured and food sold by a food businesses.

Part 8 – Auditing

In today's environment high-risk food businesses need to know that the food they prepare and serve to their customers is safe, wholesome and nutritious. For this purpose, under the Act Food Safety Programs are required and have been developed by high risk food businesses. A Food Safety Program is the documented procedure on how the food business identifies hazards and develops a risk management plan to manage the hazards identified. A food audit is necessary to chart whether a food business is compliant or failing its clients in its food business receipt, storage, preparation, holding, serving and operation generally.

Food safety programs are therefore a necessary tool in managing safe, reliable and healthy food for high-risk food businesses customers. High risk food business that prepare food for consumption by residents and others at hospitals, aged care homes and child care facilities.

Part 9 – Registration of food businesses

It is noted that some sections use verbose language when a single word would suffice. In society today there is a push for plain English to be used to avoid confusion or the possibility of confusion.

This part sets out the requirements for registering a food business. An application is required together with supporting documentation including a copy of the business registration (ABN – Australian Business Name) or registration of the business name with the Department of Commerce (WA) as well as copies of public liability insurance. Once the information on the application is assessed and a risk analysis undertaken, an approval is issued. The approval is called a “Food Business Registration Certificate”. It would be simpler and less confusing to use the term “Food Licence”.

This would avoid the confusion that occurs, on occasions, particularly for people from a non-English speaking background as well as English speaking people with a lower education level and certain persons with disabilities.

Most provisions of the Food Act are workable however some sections use verbose language when a single word would suffice. Plain English.

Part 10 – Administration

Part 11 – Procedural and evidentiary Provisions

Part 12 – Miscellaneous

Part 14 – Transitional provisions

No comments on part 10, 11, 12 and 14.

Submission

Recommend that the Department consider amending the Food Act 2008 by:

1. In *Part 3 – Offences relating to food*, that penalties be increased by 25% for individuals and corporations, including modified penalties; and
2. In *Part 9 – Registration of food businesses*, that the wording “Food Business Registration Certificate” be replaced with the wording “Food Licence”; and
3. That other parts of the *Food Act 2008* are supported in their current format.



Government of **Western Australia**
Department of **Health**

Contact: (08) 9222 2000

Mr Dale Stewart
Chief Executive Officer
Shire of Narrogin
43 FEDERAL STREET
NARROGIN WA 6312

Dear Mr Stewart

STATUTORY REVIEW OF THE FOOD ACT 2008

On 1 December 2021, the Minister for Health Hon Roger Cook MLA announced the statutory review of the Food Act 2008 (the Act). The Review will examine the operation and effectiveness of the Act in meeting its objects to ensure food for sale is both safe and suitable for human consumption and prevent misleading conduct in connection with the sale of food.

The statutory review shall:

1. Examine the operation and effectiveness of the Act in meeting its objects to:
 - a) ensure food for sale is both safe and suitable for human consumption;
 - b) prevent misleading conduct in connection with the sale of food; and
 - c) provide for the application in this State of the Food Standards Code.

2. Identify, including through analysis of stakeholder submissions, any issues with the operation and effectiveness of the Act, including:
 - Interpretation;
 - offences related to food;
 - emergency powers;
 - powers of entry;
 - inspection and seizure;
 - improvement notices and prohibition orders;
 - taking and analysing samples;
 - auditing;
 - registration of food businesses;
 - administration;
 - procedural and evidentiary provisions; and
 - any other relevant matter.

189 Royal Street East Perth Western Australia 6004
Telephone (08) 9222 2000 TTY 133 677
PO Box 8172 Perth Business Centre Western Australia 6849
ABN 28 684 750 332
www.health.wa.gov.au

3. Make recommendations that will strengthen and support the objects of the Act being met; and promote greater regulatory effectiveness.

A consultation summary is available at: <http://www.health.wa.gov.au/reviewfoodact>
You can view the video on the review here: <https://youtu.be/zGr-0YfgX7c>

Your views will help us to identify issues relating to the operation and effectiveness of the Act and make recommendations that will strengthen and support the objects of the Act being met and promote greater regulatory effectiveness.

Written submissions are invited from any Western Australian with an interest in the Act, particularly those who work in the sale, distribution and serving of food for human consumption and those who regularly apply the requirements of the Act. For those working in local government, please ensure that your submission is Council endorsed. If you are responding on behalf of an organisation, please ensure that the submission has your organisation's endorsement and authorisation. Please allow time for the approval process of your organisation before the submission deadline. Any relevant evidence-based research or studies that informs your submission are welcomed.

Submissions can be made from 1 December 2021 and close on 14 March 2022, and should be addressed to:

The Review of the Food Act
Science and Policy Unit
Environmental Health Directorate
Department of Health WA
PO Box 8172
PERTH BUSINESS CENTRE WA 6849

Or by email to – ReviewFoodAct@health.wa.gov.au

Yours sincerely



Dr Michael Lindsay
EXECUTIVE DIRECTOR
ENVIRONMENTAL HEALTH DIRECTORATE
3 December 2021

10.2 TECHNICAL AND RURAL SERVICES

Cr Early declared an Impartiality Interest.

10.2.1 WHEATBELT SOUTH REGIONAL ROAD GROUP POLICY AMENDMENT AND AMALGAMATED ROAD FUNDING

File Reference	28.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	10 February 2021
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	Nil

Summary

Council is requested to consider endorsing a request to the Wheatbelt South Regional Road Group (WBSRRG) to amend its Policies and Procedures Manual, under Council Amalgamations to read as follows:

“Amalgamating Councils are entitled to the single annual maximum cap funding amount as determined by the Wheatbelt South Regional Road Group (WBSRRG) indicative allocation, multiplied by the number of Councils amalgamating, from the date of amalgamation continuing on an ongoing basis or until the WBSRRG resolves to change its policies and procedures in the allocation of funding to member Councils”.

And, that the amalgamated Shire of Narrogin, continue to be eligible for amalgamated funding as per the amended clause of Amalgamated Funding above.

Background

In July 2016, the former Shire and Town of Narrogin merged to become the Shire of Narrogin. This process was planned over a number of years which also included the Shire of Cuballing who subsequently resolved not to merge.

Both the former Shire and Town of Narrogin, were entitled to single entity maximum cap Regional Road Group funding allocation amounts prior to the merger for the maintenance of their respective Region Road Group listed roads.

At the WBSRRG meeting 29 July 2014 it was resolved as follows:

“5 REGIONAL ROAD GROUP COUNCIL AMALGAMATIONS
Lyn Baker gave an overview of the Technical Advisory Group’s motion, “to approach RRG to rescind or amend their previous motion to:

Amalgamating councils receive a maximum allocation of 100% of the average allocations the combined councils received three years immediately prior to the amalgamation OR 75% of the combined maximum allocation, whichever is the greatest, for a period of five years. A review will commence in the 4th year."

It was further noted that each of the Sub Groups came back with a further amendment proposed to the Technical Advisory Group amendment:

Lakes suggested to delete the requirement for the review;

Narrogin wants to have the review commence immediately;

Roe had clarified that the review would be for the overall methodology for the project allocations would commence in the fourth year; and

Hotham Dale agreed with the current motion and it was their understanding that a review of the overall methodology would be considered in the 4th year.

There was vigorous discussion between most members. It was resolved the clause "a review will commence in the 4th year" was to be treated as a separate item.

Following this discussion, Lyn Baker was requested to read the motion as it currently stands, which was:

"This Regional Road Group will rescind the previous motion from the meeting of 15 November 2014 and replace with:

Amalgamating councils receive a maximum allocation of 100% of the average allocations the combined councils received three years immediately prior to the amalgamation OR 75% of the combined maximum allocation, whichever is the greatest, for a period of five years. After this period, they will be treated as a single entity".

Lyn Baker stated we have a motion and can we have a show of hands to support that motion. Lyn counted 8 hands and declare 8 to Nil.

The Shire of Narrogin's amalgamated funding commenced from 2018/19, due to an administrative error from a former Main Roads administrator and will conclude at the end of financial year 2022/23 as per the current WBSRRG guidelines.

Consultation

Discussions on this subject have occurred with the:

- Shire President;
- Chief Executive Officer;
- Executive Manager Corporate and Community Services;
- Road Reference Group; and
- Manager Operations.

The Road Reference Group were presented with this report at their meeting held on 8 February 2022, where the three Elected Members present for the meeting voted unanimously in favour of the report, and for the report to be presented to Council for resolution.

Statutory Environment

The WBSRRG Policy Manual relates.

Policy Implications

There are no current policies that relate in seeking policy change in other organisations i.e., Main Roads Western Australia (MRWA) - WBSRRG.

Financial Implications

It is important for Council to note, that, should the author be successful in recommending WBSRRG policy change, and the Shire of Narrogin becomes eligible for 100% amalgamated funding, there will be additional municipal funding required, annually, post 2022/2033 financial year for expenditure on Regional Road Group (RRG) listed roads only, as contained within the current Ten-Year Road Program.

The RRG grant funding model is based on two thirds State funding and one third LGA (Municipal) funding. At present (amalgamated funding), based on single entity allocation of \$350k for example, the Shire can submit annual road works projects to the value of up to \$787,500. This is based on 75% of two allocations (\$700k) being \$525k (State two thirds). The shire must contribute a further \$262,500 (one third) for a total project allocation of \$787,500.

Should the author be successful with the recommendation contained in this report, Council will need to consider an annual allocation toward RRG road projects post 2022/2023 financial year, based on for example only, \$350k maximum cap allocation, this would mean that the States two thirds contribution would be \$700k and the Shire would need to contribute one third being \$350k. This equates to an additional \$87,500 over the current amalgamated funding. This is all dependant on the annual maximum cap allocation to the Shire which varies from year to year. The Shire in effect could be expending up to or possibly over \$1,050,000 per annum on RRG listed roads.

If the author is unsuccessful, and the WBSRRG rejects the request for the Shire of Narrogin to continue to be able to apply for amalgamated funding post 2022/2023, then the Shire will revert back to single entity allocation of State two thirds (e.g., \$350k) and the Shire will only need to contribute one third being \$175k.

In summary, should the author be successful with the recommendation to the WBSRRG, and Narrogin is able to apply for 100% amalgamated funding, then Council would need to consider an annual budget allocation of up to \$350k (or more dependent on the annual WBSRRG allocation which fluctuates from year to year) as the Shire's one third contribution towards WBSRRG nominated projects, post the 2022/2023 financial year.

Any commitment of additional annual municipal funding towards road grant funding may affect the funding of other competing projects for example – municipal funded road projects as contained in the Ten-Year Road Program or other projects and would need to be reflected in the Shire's Long Term Financial Plan.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.3	An effective well maintained transport network
Strategy:	1.3.1	Maintain and improve road network in line with resource capacity
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment

Comment/Conclusion

The Shire of Narrogin, under the current WBSRRG Policy and Procedure Manual regarding Amalgamated Funding, will revert back to single WBSRRG entity funding from the 2023/24 financial year however the length and number of WBSRRG listed roads to maintain from both merged Shires has not changed, in fact it has increased due to a minor boundary realignment with the Shire of West Arthur and additional sealing of Narrogin's gravel road network. If in fact the Shire of Cuballing had proceeded to amalgamate with the former Town and Shire of Narrogin, then this would potentially be three amalgamated Shires reverting back to single entity funding to support the upkeep on their WBSRRG listed roads.

It is the author's opinion that the current amalgamation funding clause is unfair and penalises Local Government Authorities (LGA) that voluntarily or are compulsorily required to merge with other LGA's. For example, the Shire of Narrogin uses the option of 75% of the combined maximum allocation for a period of five years. If both Shires had not merged then they would have been in a more advantageous financial position with respect to WBSRRG funding, as they both would still be attracting 100% single entity funding each.

The author believes that the proposed amendment to the amalgamation funding clause within the WBSRRG Policies and Procedure Manual to be fair, as other WBSRRG LGA members in the future may not have the choice to amalgamate voluntarily and may be required to amalgamate involuntarily. What would happen if five or six or more LGA were required to merge under the current amalgamation clause for example after the five-year period? They would revert back and be recognised as a single entity and be entitled to single entity WBSRRG funding allocation.

If the amended proposed version of the amalgamated clause was to be adopted by the WBSRRG, then the amalgamated Shires would be entitled to ongoing 100% amalgamated funding, which is the same as individual Shires pre amalgamation were entitled to. This would allow amalgamated Shires to maintain their WBSRRG listed roads to pre amalgamated standard and not to a substandard when the single entity funding recommences after five years. This would dramatically affect the maintenance standard of the roads and may cause road safety issues.

Member Shires of the WBSRRG, should consider this proposal favorably as they may one day choose or be required to amalgamate. If the amalgamation clause is amended as presented, then any amalgamated LGA's would not be disadvantaged by reverting back to single entity funding.

Member Shires of the WBSRRG may consider this proposal to put their Council at a disadvantage however there would be no disadvantage to any WBSRRG member Council as the calculation of the maximum cap based on the indicative allocation to the WBSRRG, remains the same and does not increase nor decrease should Narrogin or any other member Council receive amalgamated funding, see below chart from the WBSRRG Policy and Procedure Manual:

“6.5 Minimum and Maximum Allocations

Wheatbelt South Regional Road Group currently has a minimum allocation of \$60,000 and a maximum allocation based on the following model:

<i>Indicative Allocation</i>	<i>Maximum Cap</i>
<i><\$4 Million</i>	<i>\$250,000</i>
<i>\$4.0 - \$4.5Million</i>	<i>\$275,000</i>
<i>\$4.5 - \$5.0 Million</i>	<i>\$300,000</i>
<i>\$5.0 - \$5.5 Million</i>	<i>\$325,000</i>
<i>\$5.5 - \$6.0 Million</i>	<i>\$350,000</i>
<i>\$6.0 - \$6.5 Million</i>	<i>\$375,000</i>
<i>\$6.5 - \$7.0 Million</i>	<i>\$400,000</i>

**This model was endorsed by the RRG on 31/5/2011.*

Local Government Authorities may be subject to a capping amount which is on recommendation by the Technical Committee upon reviewing project applications.”

Should Council resolve to accept the officer’s recommendation, then the author would start the process by presenting Council’s resolution to the Narrogin WBSRRG Subgroup in the first instance, then the WBSRRG Technical Committee and then the WBSRRG which may be rejected at any of the forums leading up to and including the WBSRRG meeting. The author is of the opinion that it is worth trying to access further long term Narrogin Road funding than not.

Council well may ask, is this level of funding (up to and possibly greater than \$1,050,000 per annum) required for the Shire’s WBSRRG nominated road network and can the administration expend these funds on the roads? It is the authors opinion that, if successful, the additional funding can be utilised on the Shire’s WBSRRG roads to improve the preservation of the asset, improve the functionality and safety of the asset and provide all road users of the asset a quality product. Council needs to consider the municipal funding required to fund this and where that would come from i.e., municipal road projects as listed in the Ten-Year Road Program or other competing projects? Council may consider that there are currently enough funds being expended on roads with municipal funding required in other areas, and that reverting back to single entity funding is appropriate?

The WBSRRG Policy and Procedures manual has been adopted and approved for use by the Wheatbelt South Regional Road Group, with reference to the minutes of the WBSRRG meeting held 13 May 2009.

Motions from the eight (8) elected subgroup delegates to the RRG proposing amendments to the WBSRRG Policy and Procedures Manual must be carried by a vote equal to or greater than 75% of

the eight subgroup elected delegates. This means six (6) of the eight (8) delegates needs to vote in favour of the recommendation.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.006

Moved: Cr Wiese

Seconded: Cr Broad

That with respect to the request for review of the Wheatbelt South Regional Road Group Policy and Procedures Manual, Council:

1. Request the Chief Executive Officer to apply to the Group to amend their Manual, under Council Amalgamations to read as follows: "*Amalgamating Councils are entitled to the single annual maximum cap funding amount as determined by the Wheatbelt South Regional Road Group (WBSRRG) indicative allocation, multiplied by the number of Councils amalgamating, from the date of amalgamation continuing on an ongoing basis or until the WBSRRG resolves to change its policies and procedures in the allocation of funding to member Councils*"; and
2. Request its delegates to the Group to seek a resolution from that Group, that the Shire of Narrogin continues to be eligible for amalgamated funding as per point 1.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

10.3 CORPORATE AND COMMUNITY SERVICES

10.3.1 SCHEDULE OF ACCOUNTS PAID – DECEMBER 2021 & JANUARY 2022

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	10 February 2022
Author	Danielle Gannaway – Customer Service Officer
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	<ol style="list-style-type: none">1. Schedule of Accounts Paid – December 20212. Schedule of Accounts Paid – January 2022

Summary

Council is requested to note the payments as presented in the Schedule of Accounts Paid – December 2021 & January 2022.

Background

Pursuant to Local Government Act 1995, Section 6.8 (2)(b), where expenditure has been incurred by a local government, it is to be reported to the next Ordinary Meeting of Council.

Consultation

Consultation has been undertaken with Manager Corporate Services.

Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b).

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Financial Implications

All expenditure has been approved via adoption of the 2021/22 Annual Budget, or resulting from a Council resolution.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation

Comment/Conclusion

The Schedule of Accounts Paid – December 2021 & January 2022 is presented to Council for notation. Below is a summary of activity.

<i>December 2021 Payments</i>		
<i>Payment Type</i>	<i>\$</i>	<i>%</i>
Cheque	1,583.25	0.14
EFT (incl Payroll)	858,153.43	77.87
Direct Debit	236,719.18	21.48
Credit Card	5,668.05	0.51
Trust		
Total Payments	1,102,123.91	100.00

<i>Local Spending</i>	<i>\$</i>	<i>%</i>
Local Suppliers	307,471.18	27.90
Payroll	311,323.11	28.25
Total	618,794.29	56.15

<i>January 2022 Payments</i>		
<i>Payment Type</i>	<i>\$</i>	<i>%</i>
Cheque	0.00	0.00
EFT (incl Payroll)	1,030,115.62	71.80
Direct Debit	400,964.57	27.95
Credit Card	3,576.90	0.25
Trust		
Total Payments	1,434,657.09	100.00

<i>Local Spending</i>	<i>\$</i>	<i>%</i>
Local Suppliers	229,875.18	16.02
Payroll	489,043.90	34.09
Total	718,919.08	50.11

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.007

Moved: Cr Seale

Seconded: Cr Early

That, with respect to the Schedule of Accounts Paid for December 2021 & January 2022, Council note the Report as presented.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

Cheque Payments

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
1	702	16/12/2021	Shire Of Narrogin - Petty Cash-admin			\$ 535.95		F
2	INV DEC 21	13/12/2021	Shire Of Narrogin - Petty Cash-admin	AGEDOTHER - CATS Driver Meals - Petty Cash Recoup December 2021	\$ 240.00			
3	INV 15/12/21	15/12/2021	Shire Of Narrogin - Petty Cash-admin	ADMIN PETTY CASH RECOUP - August-December 2021	\$ 295.95			
4	703	23/12/2021	Shire Of Narrogin - Petty Cash-admin			\$ 1,047.30		F
5	INV 171221	17/12/2021	Shire Of Narrogin - Petty Cash-admin	NHC PETTY CASH RECOUP - September to December 2021	\$ 642.30			
6	INV CATS DEC 21	21/12/2021	Shire Of Narrogin - Petty Cash-admin	AGEDOTHER - CATS Driver Meals - Petty Cash Recoup December 2021	\$ 405.00			
					Cheque Total \$	1,583.25		

EFT Payments

	Chq/EFT	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
7	EFT17691	02/12/2021	Department Of Human Services			\$ 234.81		
8	INV DEDUCTION	22/11/2021	Department Of Human Services	Payroll deductions	\$ 234.81			
9	EFT17692	02/12/2021	Australian Services Union Western Australian Branc			\$ 25.90		
10	INV DEDUCTION	22/11/2021	Australian Services Union Western Australian Branc	Payroll deductions	\$ 25.90			
11	PAYROLL 12	06/12/2021	PAYROLL	PAYROLL 12 - PPE 06/12/2021	\$ 153,288.75			
12	EFT17693	09/12/2021	Great Southern Fuels			\$ 25,035.74	L	
13	INV B36166-D2086889	30/11/2021	Great Southern Fuels	POC - FUELS AND OILS - Delivery of 17,000L Diesel	\$ 25,035.74			
14	EFT17694	09/12/2021	Narrogin Fruit Market			\$ 8.60	L	
15	INV 00042021110544	05/11/2021	Narrogin Fruit Market	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTION - 2L Full Cream Milk	\$ 4.30			
16	INV 00032021112640	26/11/2021	Narrogin Fruit Market	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - 2L Full Cream Milk	\$ 4.30			
17	EFT17695	09/12/2021	Knightline Computers			\$ 43.89	L	
18	INV 00074831	29/11/2021	Knightline Computers	HERITAGE - LAPTOP UPGRADE FOR HERITAGE COURT HOUSE MUSEUM - HDMI to VGA Adapter	\$ 43.89			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
19	EFT17696	09/12/2021	Hancocks Home Hardware			\$ 625.00	L	F
20	INV 384010	01/12/2021	Hancocks Home Hardware	CHSP - SECURITY SYSTEM - Double Side Lock for Doors	\$ 625.00			
21	EFT17697	09/12/2021	Narrogin Newsagency			\$ 876.02	L	PF
22	INV 289810	29/11/2021	Narrogin Newsagency	VARIOUS DEPARTMENTS - Stationery Order November 2021	\$ 876.02			
23	EFT17698	09/12/2021	Judith Mcdougall			\$ 3,300.00	L	F
24	INV 2226	11/11/2021	Judith Mcdougall	RELOCATION OF HOMECARE BUILDING - Electrical Design for Proposed Narrogin Regional Day Care	\$ 3,300.00			
25	EFT17699	09/12/2021	RJ Smith Engineering			\$ 228.20	L	
26	INV 00017387	26/11/2021	RJ Smith Engineering	NO2 2009 NISSAN UD TIP TRUCK - Aluminum Air Tank	\$ 50.00			
27	INV 00016975	30/11/2021	RJ Smith Engineering	PARKS & GARDENS MAINTENANCE - Leaf Rakes & Bag Trolley	\$ 178.20			
28	EFT17700	09/12/2021	Wa Country Health Service			\$ 1,380.50		F
29	INV 587430	09/11/2021	Wa Country Health Service	CHSP MEALS ON WHEELS CATERING CONTRACT - Meals October 2021	\$ 1,380.50			
30	EFT17701	09/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 16,820.88	L	
31	INV RI21100474	30/11/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	NGN00 EMDRS VEHICLE 2021(1) - Toyota Kluger Purchase and Trade in of Holden Acadia	\$ 16,820.88			
32	EFT17702	09/12/2021	Air Response			\$ 2,493.50	L	
33	INV 154365A	26/11/2021	Air Response	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Supply Ice Machine Clayton Road Depot	\$ 2,493.50			
34	EFT17703	09/12/2021	Narrogin Gasworx			\$ 240.00	L	F
35	INV 51889	30/11/2021	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Sun Canopy for Golfer	\$ 240.00			
36	EFT17704	09/12/2021	Derbahl Pty Ltd			\$ 240.00	L	
37	INV IV00000001259	22/11/2021	Derbahl Pty Ltd	COM AMEN - BUILDING (CAPITAL) CBD ABLUTION UPGRADE - Pumping Out of Portable Toilets for Smith St Upgrade	\$ 240.00			
38	EFT17705	09/12/2021	Zipform			\$ 1,936.07		
39	INV 208242	19/11/2021	Zipform	RATES - PRINTING AND STATIONERY - Second Instalments 2021/22	\$ 1,936.07			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
40	EFT17706	09/12/2021	Belvedere Nursery			\$ 945.00	L	
41	INV 1000001872	24/11/2021	Belvedere Nursery	STREET TREE MAINTENANCE - Supply of Trees	\$ 515.00			
42	INV 1000001875	30/11/2021	Belvedere Nursery	STREET TREE MAINTENANCE - 20x Calistamens	\$ 430.00			
43	EFT17707	09/12/2021	Narrogin Pumps Solar And Spraying			\$ 223.22	L	
44	INV 00037993	17/11/2021	Narrogin Pumps Solar And Spraying	SMALL PLANT - 2x Hose Clamps	\$ 39.38			
45	INV 00037995	17/11/2021	Narrogin Pumps Solar And Spraying	SMALL PLANT - Cam Lock Fittings	\$ 69.96			
46	INV 00038012	17/11/2021	Narrogin Pumps Solar And Spraying	SMALL PLANT - Camlock Fittings & Hose Clamps	\$ 113.88			
47	EFT17708	09/12/2021	State Emergency Service			\$ 2,210.50	L	
48	INV 005	30/11/2021	State Emergency Service	ESL - SES SUBSIDY EXPENDITURE - LGGS Payment July & October 2021	\$ 2,210.50			
49	EFT17709	09/12/2021	YMCA WA			\$ 32,096.65	L	
50	INV SI-A010950	22/11/2021	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Gym Membership - Harley Dale	\$ 214.01			
51	INV SI-A010962	29/11/2021	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Gym Membership Richard Ockerse	\$ 285.00			
52	INV SI-A010977	30/11/2021	YMCA WA	NRLC - CONTRACT MANAGEMENT EXPENSE - Actual Deficit for November 2021	\$ 31,597.64			
53	EFT17710	09/12/2021	Easifleet			\$ 2,227.87		
54	INV 02122021	02/11/2021	Easifleet	NOVATED LEASE - Employee Expenses	\$ 2,227.87			
55	EFT17711	09/12/2021	Conway Highbury Pty Ltd			\$ 864.88		
56	INV 611	30/11/2021	Conway Highbury Pty Ltd	OTHGOV - OTHER CONSULTANCY - STATUTORY - Consultancy for Provision of Governance Services Jan 2021 to Mar 2021.	\$ 864.88			
57	EFT17712	09/12/2021	Narrogin Guardian Pharmacy			\$ 6.95	L	F
58	INV 1036987	29/11/2021	Narrogin Guardian Pharmacy	CHCP - CLIENT PURCHASES - Webster Pack for Client	\$ 6.95			
59	EFT17713	09/12/2021	United Security Enforcement Corporation			\$ 158.40		F
60	INV 00012515	29/11/2021	United Security Enforcement Corporation	CHCP - SECURITY SYSTEM - Alarm Response	\$ 158.40			
61	EFT17714	09/12/2021	Corsign (WA) Pty Ltd			\$ 75.90		
62	INV 00061520	24/11/2021	Corsign (WA) Pty Ltd	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Reflective Sign for Recreation Shed	\$ 75.90			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
63	EFT17715	09/12/2021	Dx Print Group			\$ 495.00		
64	INV 00095260	16/11/2021	Dx Print Group	ADMIN - PRINTING & STATIONERY - Business Cards for Bushfire Risk Planning Coordinator, Building Surveyor, General Enquiries, Environmental Health Officer,	\$ 495.00			
65	EFT17716	09/12/2021	Narrogin Skip Bin Service			\$ 174.90	L	
66	INV INV-1201	31/10/2021	Narrogin Skip Bin Service	LYDEKER DEPOT BUILDING MAINTENANCE - Skip Bin Pick up 21/10/2021	\$ 174.90			
67	EFT17717	09/12/2021	Sherrin Rentals Pty Ltd			\$ 8,272.00		PF
68	INV 5163555	29/11/2021	Sherrin Rentals Pty Ltd	WAGIN-WICKEPIN ROAD - RENEWAL (RURAL) (RRG) - 5 Day watercart Dry hire	\$ 8,272.00			
69	EFT17718	09/12/2021	Narrogin Florist			\$ 75.00	L	
70	INV INV272	25/11/2021	Narrogin Florist	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Flowers of Congratulations to Thomas Baldwin on the Arrival of his Daughter	\$ 75.00			
71	EFT17719	09/12/2021	Simply Uniforms			\$ 492.14		F
72	INV INV-9730	29/11/2021	Simply Uniforms	CHCP - RECRUITMENT - Narrogin Homecare Uniform for New Staff	\$ 492.14			
73	EFT17720	09/12/2021	Surgical House Pty Ltd			\$ 436.44		F
74	INV A765750	13/08/2021	Surgical House Pty Ltd	CHSP RESPITE CARE OTHER EXPENSES - 2x Side Rail Protector for Fold Down Bed Rails	\$ 436.44			
75	EFT17721	09/12/2021	Astrotourism WA Pty Ltd			\$ 8,387.50		
76	INV 1090	29/09/2021	Astrotourism WA Pty Ltd	TOURISM & AREA PROMOTION RESERVE ACCUMULATION - Signage Around Yillimining Rock for Dark Sky Tourism	\$ 8,387.50			
77	EFT17722	09/12/2021	Breanna Lee Dorrington			\$ 20.00	L	
78	INV 26112021	26/11/2021	Breanna Lee Dorrington	ADMIN - TRAINING & DEVELOPMENT - Parking for Training 24/11/2021	\$ 20.00			
79	EFT17723	09/12/2021	Jieun Oh			\$ 548.31	L	
80	INV 301121	30/11/2021	Jieun Oh	RATES REFUND SUSPENSE A/C - Rates Refund for Assessment A244400 14 Hough Street Narrogin WA 6312	\$ 548.31			
81	EFT17724	09/12/2021	Benjamin John & Tamara Lea Carpenter			\$ 548.75		
82	INV 301121	30/11/2021	Benjamin John & Tamara Lea Carpenter	RATES REFUND SUSPENSE A/C - Rates Refund for Assesment A181000 8 Forrest Street Narrogin WA 6312	\$ 548.75			
83	EFT17725	09/12/2021	Elders Real Estate PTY LTD			\$ 2,800.00	L	
84	INV 06122021	06/12/2021	Elders Real Estate PTY LTD	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Bond for 8 Parry St & Rent for Week Ending 10/12/2021 to Week Ending 31/12/2021	\$ 2,800.00			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
85	EFT17726	09/12/2021	Narrogin Rotary Club			\$ 6,000.00	L	
86	INV 00000011	02/11/2021	Narrogin Rotary Club	OTHCUL - COMMUNITY CHEST - Kerbside Numbering Project	\$ 5,000.00			
87	INV 08122021	08/12/2021	Narrogin Rotary Club	OTHCUL - COMMUNITY CHEST - Home Numbering Project - Community Chest Grant 20/21 Carryover	\$ 1,000.00			
88	EFT17727	09/12/2021	Department Of Human Services			\$ 234.81		
89	INV DEDUCTION	06/12/2021	Department Of Human Services	Payroll deductions	\$ 234.81			
90	EFT17728	09/12/2021	Australian Services Union Western Australian Branc			\$ 25.90		
91	INV DEDUCTION	06/12/2021	Australian Services Union Western Australian Branc	Payroll deductions	\$ 25.90			
92	EFT17729	16/12/2021	Narrogin Hire & Reticulation			\$ 4,531.78	L	
93	INV 00032047	16/11/2021	Narrogin Hire & Reticulation	WASTE WATER TREATMENT - Various Plumbing Materials	\$ 4,245.02			
94	INV 00032046	18/11/2021	Narrogin Hire & Reticulation	WASTE WATER TREATMENT - PVC Elbows	\$ 102.18			
95	INV 00031991	22/11/2021	Narrogin Hire & Reticulation	WASTE WATER TREATMENT - PVC Glue	\$ 11.75			
96	INV 00032048	22/11/2021	Narrogin Hire & Reticulation	PARKS & GARDENS MAINTENANCE - Retic	\$ 159.16			
97	INV 00032024	25/11/2021	Narrogin Hire & Reticulation	PARKS & GARDENS MAINTENANCE - PVC Glue & Coupling	\$ 13.67			
98	EFT17730	16/12/2021	Coles			\$ 310.11	L	PF
99	INV 177	30/11/2021	Coles	VARIOUS DEPARTMENTS - Coles November 2021	\$ 310.11			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
100	EFT17731	16/12/2021	Synergy			\$ 3,798.67		
101	INV 2009411696	03/12/2021	Synergy	OLD SHIRE DEPOT - FELSPAR ST - BUIDLING OPERATIONS - Electricity Supply Charge 1/10/21 - 29/11/21	\$ 112.62			
102	INV 2073394152	03/12/2021	Synergy	LIONS PARK MAINTENANCE/OPERATIONS - Electricity Usage 01/10/21 - 29/11/21	\$ 136.60			
103	INV 2073394744	03/12/2021	Synergy	LYDEKER DEPOT BUILDING OPERATIONS - Electricity Usage 01/10/21 - 29/11/21	\$ 960.50			
104	INV 2061391837	03/12/2021	Synergy	CEO STAFF HOUSING RENTAL PROPERTY EXPENSES - Electricity Usage 01/10/21 - 29/11/21	\$ 191.25			
105	INV 2061393711	06/12/2021	Synergy	MUSEUM BUILDING OPERATIONS - Electricity Usage 02/10/21 - 30/11/21	\$ 295.76			
106	INV 2097381644	06/12/2021	Synergy	TOWN HALL (FEDERAL ST) BUILDING OPERATIONS - Electricity Usage 02/10/21 - 30/11/21	\$ 1,407.45			
107	INV 2017413031	06/12/2021	Synergy	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Electricity Usage 02/10/21 - 03/11/21	\$ 138.46			
108	INV 2073397909	08/12/2021	Synergy	13 HOUGH ST - OPERATIONS - Electricity Usage 08/10/21 - 03/12/21	\$ 251.14			
109	INV 2057403148	08/12/2021	Synergy	WASTE FACILITIES BUILDING OPERATIONS - Electricity Usage 07/10/21 - 03/12/21	\$ 304.89			
110	EFT17732	16/12/2021	Narrogin Packaging			\$ 106.70	L	
111	INV 00072060	24/11/2021	Narrogin Packaging	LIB - GENERAL OFFICE EXPENSES - Hand Soap	\$ 106.70			
112	EFT17733	16/12/2021	Narrogin Fruit Market			\$ 493.50	L	
113	INV 0008202112068	08/12/2021	Narrogin Fruit Market	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Councillors Function 6/12/21	\$ 298.50			
114	INV 0008202112087	08/12/2021	Narrogin Fruit Market	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Platters for Shire Family Christmas Party 2021	\$ 195.00			
115	EFT17734	16/12/2021	Water Corporation			\$ 1,289.24		
116	INV 3EZMM	03/12/2021	Water Corporation	13 HOUGH ST - OPERATIONS - Water Usage 1/11/21 - 31/12/21	\$ 306.43			
117	INV SMCPC	06/12/2021	Water Corporation	VARIOUS AREAS - Water Usage 08/10/21 - 06/12/21	\$ 982.81			
118	EFT17735	16/12/2021	St John Ambulance Western Australia Ltd			\$ 907.73	L	F
119	INV FAINV00943408	07/12/2021	St John Ambulance Western Australia Ltd	CHSP - OCCUPATIONAL HEALTH & SAFETY - Replacement of First Aid Kits	\$ 907.73			
120	EFT17736	16/12/2021	Nutrien Ag Solutions			\$ 692.10	L	
121	INV 905975154	25/11/2021	Nutrien Ag Solutions	TIP MAINTENANCE - Safety Fencing & Star Pickets for Asbestos Trench	\$ 692.10			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
122	EFT17737	16/12/2021	Hancocks Home Hardware			\$ 26.40	L	
123	INV 384995	10/12/2021	Hancocks Home Hardware	MEMORIAL PARK TOILETS MAINTENANCE - Coveralls for Cleaners	\$ 26.40			
124	EFT17738	16/12/2021	Landgate			\$ 391.92		
125	INV 370498-10001100	25/11/2021	Landgate	RATES - VALUATION EXPENSES - Gross Rental Valuation	\$ 228.72			
126	INV 1145474	01/12/2021	Landgate	RATES - VALUATION EXPENSES - Copy of Certificate Titles	\$ 163.20			
127	EFT17739	16/12/2021	Parry's Narrogin			\$ 1,932.15	L	
128	INV 60108	03/11/2021	Parry's Narrogin	ANIMAL - ALLOWANCES - Uniforms	\$ 331.15			
129	INV 60372	10/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 89.25			
130	INV 60334	10/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 225.10			
131	INV 60520	15/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 157.25			
132	INV 60575	16/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 135.90			
133	INV 60665	19/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 191.25			
134	INV 60751	22/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 373.15			
135	INV 60780	22/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 59.50			
136	INV 60849	24/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 178.35			
137	INV 60891	25/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 59.50			
138	INV 60899	25/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 42.50			
139	INV 61504	30/11/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Uniforms	\$ 89.25			
140	EFT17740	16/12/2021	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust			\$ 422.40	L	
141	INV IV00000001464	31/10/2021	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust	CEMETARY GRAVE DIGGING - 200m3 Yellow Sand	\$ 422.40			
142	EFT17741	16/12/2021	Geoff Perkins Farm Machinery Centre			\$ 128.15	L	
143	INV 103824	08/12/2021	Geoff Perkins Farm Machinery Centre	SMALL PLANT - HOMECARE - Various Gardening Supplies	\$ 128.15			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
144	EFT17742	16/12/2021	Narrogin Newsagency			\$ 16.50	L	
145	INV 289865	01/12/2021	Narrogin Newsagency	PWO - PRINTING & STATIONERY - 1x Diary	\$ 16.50			
146	EFT17743	16/12/2021	Narrogin Electrical Services			\$ 88.00	L	
147	INV 2596	05/12/2021	Narrogin Electrical Services	ADMIN OFFICE BUILDING MAINTENANCE - Disconnect NBN Power in Chambers	\$ 88.00			
148	EFT17744	16/12/2021	It Vision			\$ 3,877.50		
149	INV 36278	30/11/2021	It Vision	ADMIN - TRAINING & DEVELOPMENT - IT Vision Training - Payroll ALTUS - L Munnik	\$ 825.00			
150	INV 36280	30/11/2021	It Vision	ADMIN - TRAINING & DEVELOPMENT - IT Vision Training - Advance Finance - M Barthakur	\$ 825.00			
151	INV 36279	30/11/2021	It Vision	ADMIN - TRAINING & DEVELOPMENT - IT Vision Training - Finance Fundamentals - M Bathakur	\$ 825.00			
152	INV 36281	30/11/2021	It Vision	ADMIN TRAINING & DEVELOPMENT - Debtors & Creditors - (B Dorrington & I Symonds)	\$ 1,402.50			
153	EFT17745	16/12/2021	Kulker Plumbing Service			\$ 598.50	L	
154	INV 13003	06/12/2021	Kulker Plumbing Service	STANDPIPE MAINTENANCE/OPERATIONS - Remove RPZ Device & Install Tundish	\$ 598.50			
155	EFT17746	16/12/2021	Narrogin Bearing Service			\$ 1,049.00	L	
156	INV IN191859	30/11/2021	Narrogin Bearing Service	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Power Tool Kit	\$ 1,049.00			
157	EFT17747	16/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 916.99	L	
158	INV PI23049162	05/11/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	SMALL PLANT - Clip For Brushcutter & Seals For Blower	\$ 91.99			
159	INV PI23049201	09/11/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	SMALL PLANT - Purchase Brushcutter	\$ 825.00			
160	EFT17748	16/12/2021	Country Paint Supplies			\$ 727.81	L	PF
161	INV 4899000576	03/12/2021	Country Paint Supplies	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Tilling for Toilets	\$ 727.81			
162	EFT17749	16/12/2021	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)			\$ 208.63	L	
163	INV 6412335782	01/12/2021	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)	NGN802 2018 MITSUBISHI TRITON - Tyre Supply & Tyre Services	\$ 171.63			
164	INV 6412339607	03/12/2021	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)	2019 JCB 5CX BACKHOE LOADER - Repair of Valve on Tyre	\$ 37.00			
165	EFT17750	16/12/2021	Narrogin Gasworx			\$ 530.00	L	F
166	INV 51994	02/12/2021	Narrogin Gasworx	CHCP - CLIENT PURCHASES - 50AMP Battery for Client	\$ 530.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
167	EFT17751	16/12/2021	Farmers Centre (Narrogin) Pty Ltd			\$ 88.78	L	
168	INV 80867	09/11/2021	Farmers Centre (Narrogin) Pty Ltd	1EYN610 KOMATSU WA380-6 WHEEL LOADER - Supply Hydraulic Hose	\$ 88.78			
169	EFT17752	16/12/2021	Narrogin Chamber Of Commerce			\$ 600.00	L	
170	INV 061221	06/12/2021	Narrogin Chamber Of Commerce	OTHCUL - CHRISTMAS LIGHTS - Christmas Lights Competition Vouchers	\$ 600.00			
171	EFT17753	16/12/2021	A & A Corasaniti Building Contractors Pty Ltd			\$ 6,050.00	L	
172	INV 250	03/12/2021	A & A Corasaniti Building Contractors Pty Ltd	DR STUART MAINLAND PAVILION (TENNIS CLUB) BLDG MAINTENANCE - Repair to Tennis Club Courts Damage	\$ 6,050.00			
173	EFT17754	16/12/2021	T Yuen Construction			\$ 315.15	L	
174	INV 5744	13/12/2021	T Yuen Construction	MUSEUM BUILDING MAINTENANCE - Replacement of Nightlatches	\$ 315.15			
175	EFT17755	16/12/2021	Marketforce Pty Ltd			\$ 1,264.36		
176	INV 41750	24/11/2021	Marketforce Pty Ltd	RATES - DEBT COLLECTION EXPENSES - Advertisement for 7 Hartoge St, Narrogin Observer 4/11/2021	\$ 344.76			
177	INV 41749	24/11/2021	Marketforce Pty Ltd	PWO - EMTRS - RECRUITMENT - Advertisement for position (Admin/Tech Officer TRS), Narrogin Observer 4/11/2021	\$ 268.53			
178	INV 41754	24/11/2021	Marketforce Pty Ltd	MEMBERS - ADVERTISING & PROMOTIONS - Council Meeting Dates Advertisement 2022	\$ 219.78			
179	INV 41753	24/11/2021	Marketforce Pty Ltd	MEMBERS - ADVERTISING & PROMOTIONS - Councilor Nomination Advertisement, Narrogin Observer 25/11/21	\$ 431.29			
180	EFT17756	16/12/2021	Belvedere Nursery			\$ 1,617.90	L	
181	INV 10000001874	30/11/2021	Belvedere Nursery	VERGE MAINTENANCE - 15m3 Woodland Red Mulch	\$ 1,485.00			
182	INV 10000001877	07/12/2021	Belvedere Nursery	PARKS & GARDENS MAINTENANCE- Loppers & Sheer Prunners	\$ 132.90			
183	EFT17757	16/12/2021	West Australian Newspapers Limited			\$ 660.00		
184	INV 1028037520211130	30/11/2021	West Australian Newspapers Limited	MEMBERS - ADVERTISING & PROMOTIONS - Narrogin Narrative in Narrogin Observer - Nov 21	\$ 660.00			
185	EFT17758	16/12/2021	YMCA WA			\$ 1,540.00	L	
186	INV SI-A010986	30/11/2021	YMCA WA	OTHCUL - REV HEADS - Thomas Hogg Oval Hire 11 Days	\$ 1,540.00			
187	EFT17759	16/12/2021	Narrogin Guardian Pharmacy			\$ 10.65	L	F
188	INV 1035408	19/11/2021	Narrogin Guardian Pharmacy	CHSP - General Office Expenses - Silic 15 Cream	\$ 10.65			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
189	EFT17760	16/12/2021	United Security Enforcement Corporation			\$ 475.20		F
190	INV 00012523	06/12/2021	United Security Enforcement Corporation	CHSP - SECURITY SYSTEM - Alarm Response Test	\$ 475.20			
191	EFT17761	16/12/2021	Lotex Filter Cleaning Service			\$ 175.83		
192	INV 00007390	16/09/2021	Lotex Filter Cleaning Service	POC - PARTS & REPAIRS - September 21 Filter Cleaning	\$ 98.15			
193	INV 00007489	21/10/2021	Lotex Filter Cleaning Service	POC - PARTS & REPAIRS - October 21 Filter Cleaning	\$ 77.68			
194	EFT17762	16/12/2021	Cutting Edges			\$ 1,436.39		
195	INV 3316137	06/12/2021	Cutting Edges	1EYN610 KOMATSU WA380-6 WHEEL LOADER - Supply Cutting Edges & Bolts for Loader Bucket	\$ 1,436.39			
196	EFT17763	16/12/2021	AFGRI Equipment Australia Pty Ltd			\$ 441.78		
197	INV 2518015	04/11/2021	AFGRI Equipment Australia Pty Ltd	NO4871 2014 JOHN DEERE 670G GRADER W/ TOP CON - Supply of Service Filters	\$ 441.78			
198	EFT17764	16/12/2021	Playmaster Pty Ltd			\$ 2,200.00		
199	INV INV-1221	02/12/2021	Playmaster Pty Ltd	NORTHWOOD PARK - MAINTENANCE/OPERATIONS - Replacement Slide	\$ 2,200.00			
200	EFT17765	16/12/2021	AC & EJ Fulford			\$ 8,954.00	L	
201	INV 0000025	08/12/2021	AC & EJ Fulford	TIP MAINTENANCE - Excavator for Asbestos Trench	\$ 8,954.00			
202	EFT17766	16/12/2021	Sherrin Rentals Pty Ltd			\$ 814.00		PF
203	INV 5164334	30/11/2021	Sherrin Rentals Pty Ltd	WAGIN-WICKEPIN ROAD - RENEWAL (RURAL) (RRG) - 2 Day Hire Water Cart	\$ 814.00			
204	EFT17767	16/12/2021	Farmworks Narrogin Pty Ltd			\$ 414.70	L	
205	INV 90235	06/12/2021	Farmworks Narrogin Pty Ltd	PWO - WORKS - PROTECTIVE CLOTHING - Safety Glasses	\$ 46.20			
206	INV 90186	07/12/2021	Farmworks Narrogin Pty Ltd	VERGE MAINTENANCE - 5L Herbicide	\$ 368.50			
207	EFT17768	16/12/2021	Kulker Carpentry And Construction			\$ 1,771.00	L	PF
208	INV IV00000000581	06/12/2021	Kulker Carpentry And Construction	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Install & Repair Various Structures	\$ 1,771.00			
209	EFT17769	16/12/2021	REPCO			\$ 121.00	L	
210	INV 4850031080	25/10/2021	REPCO	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - 10x Wiper Blades	\$ 121.00			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
211	EFT17770	16/12/2021	Narrogin Podiatry			\$ 71.50	L	F
212	INV 88714	07/12/2021	Narrogin Podiatry	CHCP - Client Purchases - Podiatry Appointment for Client	\$ 71.50			
213	EFT17771	16/12/2021	Epic Fire Solutions T/As MCG Fire Services			\$ 370.70		
214	INV INV-1778	04/12/2021	Epic Fire Solutions T/As MCG Fire Services	NRLC - PLANT & EQUIPMENT OTHER - 6 Monthly Testing of Emergency Lighting	\$ 370.70			
215	EFT17772	16/12/2021	Hersey's Safety			\$ 239.80		
216	INV INV-0366	10/11/2021	Hersey's Safety	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Jerry Can Repair Kits & 12x WD40	\$ 239.80			
217	EFT17773	16/12/2021	Edwards Isuzu Ute			\$ 463.58	L	
218	INV R44687	18/10/2021	Edwards Isuzu Ute	FIRE - MOTOR VEHICLE EXPENSES - 60,000Km Service	\$ 463.58			
219	EFT17774	16/12/2021	Jessica Kennedy Acupuncture			\$ 100.00		F
220	INV 000130	18/11/2021	Jessica Kennedy Acupuncture	CHCP - CLIENT PURCHASES - Standard Acupuncture Consultation for Client	\$ 100.00			
221	EFT17775	16/12/2021	Integrated ICT			\$ 1,648.94		
222	INV 19983	30/11/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - 7x Veeam Cloud Connect Replication License, Tier 3 Bulk Storage & Cloud Storage	\$ 997.74			
223	INV 19911	30/11/2021	Integrated ICT	ADMIN _ INFORMATION SYSTEMS - Connect Wise Automated, Connect Wise IT Licenses & Monthly Preventitive Maintenance	\$ 651.20			
224	EFT17776	16/12/2021	R&R Dawood Trading Pty Ltd			\$ 1,632.40		
225	INV 290698	19/10/2021	R&R Dawood Trading Pty Ltd	VARIOUS PUBLIC TOILETS - Various Toilet Supplies	\$ 1,632.40			
226	EFT17777	16/12/2021	Bitumen Distributors Pty Ltd			\$ 20,020.00		
227	INV 00000049	16/11/2021	Bitumen Distributors Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - 10,000lts Emulsion Delivered	\$ 10,010.00			
228	INV 00000089	29/11/2021	Bitumen Distributors Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - 10,000lts Emulsion Delivered	\$ 10,010.00			
229	EFT17778	16/12/2021	Ground Up Building & Construction			\$ 1,259.00	L	PF
230	INV 00274	22/09/2021	Ground Up Building & Construction	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Framework for Walls and Ceilings to Existing Toilet Block	\$ 1,259.00			
231	EFT17779	16/12/2021	Frank Ludovico			\$ 59.78	L	
232	INV 031221	03/12/2021	Frank Ludovico	ONGN 2018 FORD ESCAPE - Reimbursement of Fuel	\$ 59.78			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
233	EFT17780	20/12/2021	Synergy			\$ 301.31		
234	INV 2065400098	06/12/2021	Synergy	LIBRARY BUILDING OPERATIONS - Electricity Usage 2/10/21 - 30/11/21	\$ 301.31			
235	EFT17781	20/12/2021	Water Corporation			\$ 8,434.47		
236	INV ALXT9	25/11/2021	Water Corporation	VARIOUS DEPARTMENTS - Water Usage (30/09/21 - 02/12/21)	\$ 8,434.47			
237	EFT17782	20/12/2021	Knightline Computers			\$ 764.00	L	PF
238	INV 00074859	02/12/2021	Knightline Computers	CHSP - INFORMATION SERVICES - Computer Stands, Monitors, HDMI Cables & VGA to DP	\$ 720.00			
239	INV 00074908	08/12/2021	Knightline Computers	ADMIN - PRINTING & STATIONARY - 2x Display Port for Traffic Computers	\$ 44.00			
240	EFT17783	20/12/2021	Narrogin Electrical Services			\$ 121.00	L	F
241	INV 2562	21/11/2021	Narrogin Electrical Services	CHCP - SECURITY SYSTEM - Labour & Parts for Light Switches	\$ 121.00			
242	EFT17784	20/12/2021	Marketforce Pty Ltd			\$ 488.31		
243	INV 41752	24/11/2021	Marketforce Pty Ltd	PLAN - ADVERTISING - Advertising 88 Federal St, Narrogin Observer 11/11/2021	\$ 219.78			
244	INV 41751	24/11/2021	Marketforce Pty Ltd	PWO - WORKS - RECRUITMENT - Advertising Position (Plant Operator/General Hand), Narrogin Observer 4/11/2021	\$ 268.53			
245	EFT17785	20/12/2021	Western Australian Electoral Commission			\$ 24,728.10		
246	INV 3390	08/12/2021	Western Australian Electoral Commission	MEMBERS - ELECTION EXPENSES - Election Expenses 2021	\$ 24,728.10			
247	EFT17786	20/12/2021	The Workwear Group Pty Ltd			\$ 400.00		
248	INV 13584393	01/11/2021	The Workwear Group Pty Ltd	ADMIN ALLOWANCES - Uniforms 2021/22	\$ 400.00			
249	EFT17787	20/12/2021	AFGRI Equipment Australia Pty Ltd			\$ 483.26		
250	INV 2531085	30/11/2021	AFGRI Equipment Australia Pty Ltd	NO4871 2014 JOHN DEERE 670G GRADER W/ TOP CON - Service Filters	\$ 483.26			
251	EFT17788	20/12/2021	Telair Pty Ltd			\$ 1,420.00		
252	INV TA10781-029	30/11/2021	Telair Pty Ltd	VARIOUS DEPARTMENTS - Telephone Charges October 2021	\$ 1,420.00			
253	EFT17789	20/12/2021	Earl Street Physiotherapy			\$ 164.00	L	F
254	INV 0025569	18/11/2021	Earl Street Physiotherapy	CHCP - Client Purchases - Consultation and Treatment for Client	\$ 82.00			
255	INV 0025572	18/11/2021	Earl Street Physiotherapy	CHCP - Client Purchases - Consultation and Treatment for Client	\$ 82.00			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
256	EFT17790	20/12/2021	Narrogin Country Fresh Meats			\$ 230.71	L	F
257	INV 4	06/12/2021	Narrogin Country Fresh Meats	CHCP - FOOD SERVICES - Meat for Social Group	\$ 230.71			
258	EFT17791	20/12/2021	Integrated ICT			\$ 237.66		
259	INV 19845	30/11/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Power PDF License for CDO	\$ 237.66			
260	EFT17792	20/12/2021	Lite n' Easy Pty Ltd			\$ 127.85		F
261	INV 6040202	23/11/2021	Lite n' Easy Pty Ltd	CHCP - CLIENT PURCHASES - Lite n Easy for Client	\$ 127.85			
262	EFT17793	20/12/2021	SP & PA Kain			\$ 1,737.99	L	
263	INV 08/12	08/12/2021	SP & PA Kain	RATES REFUNDS SUSPENSE A/C - Refund of Overpaid Rates Following Subdivision A340255 - 558 Cooraminning Road	\$ 1,737.99			
264	PAYROLL 13	20/12/2021	PAYROLL	PAYROLL 13 - PPE 20/12/2021	\$ 158,034.36			
265	EFT17794	22/12/2021	Narrogin Hire & Reticulation			\$ 1,716.00	L	
266	INV 00032194	26/11/2021	Narrogin Hire & Reticulation	OTHCUL - CHRISTMAS LIGHTS - Scaffolding Hire	\$ 66.00			
267	INV 00032195	26/11/2021	Narrogin Hire & Reticulation	COM AMEN - BUILDING (CAPITAL) CBD ABLUTION UPGRADES - Hire of Portable Toilets x2	\$ 1,650.00			
268	EFT17795	22/12/2021	Synergy			\$ 974.10		
269	INV 2116516321	06/12/2021	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS (Sydney Hall Way Park) - Electricity Usage (07/10/2021-30/11/2021)	\$ 103.53			
270	INV 4043950729	06/12/2021	Synergy	MEMORIAL PARK MAINTENANCE/OPERATIONS - Electricity Usage (02/10/2021-30/11/2021)	\$ 186.22			
271	INV 6360739527	06/12/2021	Synergy	HISTORY HALL BUILDING OPERATIONS - Electricity Usage (02/10/2021-30/11/2021)	\$ 147.41			
272	INV 4663535023	07/12/2021	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS (Ashworth Crescent Park) - Electricity Usage (08/10/2021-01/12/2021)	\$ 269.14			
273	INV 9003046323	08/12/2021	Synergy	MICHAEL BROWN PARK BUILDINGS OPERATIONS - Electricity Usage (09/10/2021-06/12/2021)	\$ 110.74			
274	INV 5103515915	14/12/2021	Synergy	COMMUNTIY GARDEN MAINTENANCE/OPERTIONS - Electricity Usage (13/10/2021-09/12/2021)	\$ 157.06			
275	EFT17796	22/12/2021	Narrogin Packaging			\$ 914.80	L	
276	INV 00071893	06/11/2021	Narrogin Packaging	VARIOUS PUBLIC TOILETS - Cleaning Supplies	\$ 588.85			
277	INV 00072006	20/11/2021	Narrogin Packaging	VARIOUS PUBLIC TOILETS - Cleaning Supplies	\$ 325.95			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
278	EFT17797	22/12/2021	Water Corporation			\$ 7,301.89		
279	INV HEVDX	17/12/2021	Water Corporation	VARIOUS BUILDINGS - Water Usage (October-December 2021)	\$ 7,301.89			
280	EFT17798	22/12/2021	Makit Narrogin Hardware			\$ 2,245.98	L	
281	INV 114060	01/11/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENT - General Materials	\$ 267.00			
282	INV 114100	17/11/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENT - General Materials	\$ 584.16			
283	INV 114114	17/11/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 727.00			
284	INV 114107	22/11/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 565.52			
285	INV 114125	01/12/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENT - General Materials	\$ 102.30			
286	EFT17799	22/12/2021	Hancocks Home Hardware			\$ 99.00	L	
287	INV 384261	03/12/2021	Hancocks Home Hardware	ROADM - WORKSHOP/DEPOT EXPENSED EQUIPMENT - Mixing Drill	\$ 99.00			
288	EFT17800	22/12/2021	Westrac Pty Ltd			\$ 400.88		
289	INV PI 6494134	09/12/2021	Westrac Pty Ltd	1EVP731 2015 CAT SKID STEER LOADER - Hydraulic Hose x1	\$ 201.04			
290	INV PI 6494135	09/12/2021	Westrac Pty Ltd	1EVP731 2015 CAT SKID STEER LOADER - Hydraulic Hose x1	\$ 199.84			
291	EFT17801	22/12/2021	Narrogin Newsagency			\$ 96.85	L	
292	INV 1355 - 289965	01/12/2021	Narrogin Newsagency	LIB - SUBSCRIPTIONS & MEMBERSHIPS - Deliveries for Period 11/11/2021-28/11/2021 & Newspapers	\$ 96.85			
293	EFT17802	22/12/2021	S. Williams Plumbing			\$ 120.00	L	
294	INV 354	13/12/2021	S. Williams Plumbing	MAY ST PUBLIC TOILETS MAINTENANCE - Repair Leaking Shower & Blocked Drain	\$ 120.00			
295	EFT17803	22/12/2021	Narrogin Betta Home Living			\$ 1,376.00	L	F
296	INV 25710045710	10/12/2021	Narrogin Betta Home Living	CHCP - CLIENT PURCHASES - Washing Machine, Dryer, Installation & Delivery	\$ 1,346.00			
297	INV 25710046125	15/12/2021	Narrogin Betta Home Living	CHCP - CLIENT PURCHASES - Extra Charge for Delivery of Washing Machine & Dryer (See Invoice: 25710045710)	\$ 30.00			
298	EFT17804	22/12/2021	Narrogin Glass & Quick Fit Windscreens			\$ 90.05	L	F
299	INV 00057289	02/12/2021	Narrogin Glass & Quick Fit Windscreens	CHCP - GENERAL OFFICE EXPENSES - Maintenance to Window in Jessie House	\$ 90.05			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
300	EFT17805	22/12/2021	Great Southern Waste Disposal			\$ 40,864.92	L	
301	INV IV00000001801	06/12/2021	Great Southern Waste Disposal	BIN COLLECTION VARIOUS LOCATIONS - November 2021	\$ 40,864.92			
302	EFT17806	22/12/2021	Public Transport Authority			\$ 570.69		
303	INV 301121	30/11/2021	Public Transport Authority	TRANSWA - AGENT LIABILITY - TransWA Ticket Sales November 2021	\$ 570.69			
304	EFT17807	22/12/2021	Country Paint Supplies			\$ 38.45	L	
305	INV 4899000551	23/11/2021	Country Paint Supplies	MUSEUM BUILDING MAINTENANCE - Paint & Sand Paper	\$ 38.45			
306	EFT17808	22/12/2021	Toll Transport Pty Ltd			\$ 124.12		
307	INV 0517-T740710	28/11/2021	Toll Transport Pty Ltd	VARIOUS DEPARTMENTS - Delivery Charges (16/11/2021-24/11/2021)	\$ 124.12			
308	EFT17809	22/12/2021	Narrogin Amcal Chemist			\$ 238.85	L	F
309	INV 914432	02/12/2021	Narrogin Amcal Chemist	CHSP - OCCUPATIONAL HEALTH & SAFETY - Vivaguard Forehead Thermometer x2 & Absorb Pad (Jessie House)	\$ 238.85			
310	EFT17810	22/12/2021	Shire Of Narrogin			\$ 106.91	L	
311	INV 301121	30/11/2021	Shire Of Narrogin	TRANSWA - AGENT LIABILITY - Commission November 2021 Ticket Sales	\$ 106.91			
312	EFT17811	22/12/2021	Nicholls Bus & Coach Service			\$ 330.00	L	
313	INV 00002998	13/12/2021	Nicholls Bus & Coach Service	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Transport Service for Shire Family Christmas Party 2021	\$ 330.00			
314	EFT17812	22/12/2021	GJ & SE Kulker			\$ 11,000.00	L	PF
315	INV 662	30/11/2021	GJ & SE Kulker	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Supply & Install Internal Paint to Train Station	\$ 11,000.00			
316	EFT17813	22/12/2021	Signs Plus			\$ 21.00		
317	INV 00169447	30/11/2021	Signs Plus	MEMBERS - PRINTING & STATIONERY - Councillor Name Badge	\$ 21.00			
318	EFT17814	22/12/2021	Earl Street Surgery			\$ 220.00	L	F
319	INV 232625EMMAM	13/12/2021	Earl Street Surgery	CHCP - RECRUITMENT - Pre Employment Medical	\$ 220.00			
320	EFT17815	22/12/2021	The Workwear Group Pty Ltd			\$ 179.75		
321	INV 13641549	29/11/2021	The Workwear Group Pty Ltd	LIB - GENERAL OFFICE EXPENSES - Uniforms 2021/22	\$ 179.75			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
322	EFT17816	22/12/2021	Allworks Civil			\$ 462.00	L	
323	INV 0058	13/10/2021	Allworks Civil	ROAD MAINTENANCE GENERAL EXPENSES - Clayton Road Marking	\$ 462.00			
324	EFT17817	22/12/2021	Torre Tasman Evans			\$ 133.37	L	
325	INV 141221	14/12/2021	Torre Tasman Evans	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Contract Expenses - Electricity	\$ 133.37			
326	EFT17818	22/12/2021	Jcb Construction Equipment Australia			\$ 752.14		
327	INV 129789P	10/12/2021	Jcb Construction Equipment Australia	NO4792 2012 DYNAPAC PAD FOOT ROLLER - Supply Service Filter x 2	\$ 752.14			
328	EFT17819	22/12/2021	Komatsu Australia Pty Ltd			\$ 232.83		
329	INV 002578616	09/12/2021	Komatsu Australia Pty Ltd	1EYN610 KOMATSU WA380-6 WHEEL LOADER - Supply Only Service Filters	\$ 232.83			
330	EFT17820	22/12/2021	Narrogin Tyre Service			\$ 38.50	L	
331	INV 15387	03/12/2021	Narrogin Tyre Service	00NGN 2018 NISSAN NAVARA - Puncture Repair	\$ 38.50			
332	EFT17821	22/12/2021	Narrogin Auto Centre			\$ 725.73	L	
333	INV 307330	13/12/2021	Narrogin Auto Centre	0NGN 2018 FORD ESCAPE - 60,000Km Service	\$ 725.73			
334	EFT17822	22/12/2021	Farmworks Narrogin Pty Ltd			\$ 245.30	L	
335	INV 90324	13/12/2021	Farmworks Narrogin Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - Supply 4.8M Farm Gate to Town Gravel Pit	\$ 245.30			
336	EFT17823	22/12/2021	Kulker Carpentry And Construction			\$ 1,733.40	L	PF
337	INV IV00000000580	06/12/2021	Kulker Carpentry And Construction	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Sheeting the Storeroom	\$ 1,733.40			
338	EFT17824	22/12/2021	Rural Traffic Services			\$ 10,483.94	L	PF
339	INV 00003627	06/12/2021	Rural Traffic Services	WAGIN-WICKEPING ROAD - RENEWAL (RURAL) (RRG) - Supply Traffic Management for new Construction Project	\$ 10,483.94			
340	EFT17825	22/12/2021	New Ground Water Services Pty Ltd			\$ 14,606.63		
341	INV 1018216	26/10/2021	New Ground Water Services Pty Ltd	TWIS DAMS - Supply & Install new Effluent Line (Claim 4)	\$ 14,606.63			
342	EFT17826	22/12/2021	Surgical House Pty Ltd			\$ 263.45		F
343	INV A782029	07/12/2021	Surgical House Pty Ltd	CHSP - GENERAL EXPENDITURE - Powder Sachets & Bandage (Jessie House)	\$ 263.45			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
344	EFT17827	22/12/2021	Price Consulting Group Pty Ltd			\$ 6,009.30		
345	INV 5046	14/12/2021	Price Consulting Group Pty Ltd	OTHGOV - OTHER CONSULTANCY - STRATEGIC - Consultancy to support the Shire with the CEO Performance Appraisal 2021/22	\$ 6,009.30			
346	EFT17828	22/12/2021	Jennifer Fowler			\$ 1,358.00	L	F
347	INV 21Q	08/12/2021	Jennifer Fowler	CHCP - CLIENT PURCHASES - Cognitive Assessment & Functional Report	\$ 1,358.00			
348	EFT17829	22/12/2021	Divine's Coffee Cups			\$ 5,005.00	L	
349	INV INV-00020	10/12/2021	Divine's Coffee Cups	MEMBERS - CIVIC FUNCTIONS, REFRESHMANTS & RECEPTIONS - Catering for Staff Christmas Party 2021 - 130 x \$35	\$ 5,005.00			
350	EFT17830	22/12/2021	Jonalis Creations			\$ 135.00		
351	INV 53	08/12/2021	Jonalis Creations	MEMBERS - CIVIC FUNCTIONS, REFRESHMENT & RECEPTIONS - Christmas Gifts Lolly Bags x 20	\$ 135.00			
352	EFT17831	22/12/2021	ANZ			\$ 23,273.97		
353	INV 151221	15/12/2021	ANZ	SUSPENSE HOLDING FOR ELECTRONIC BANK DEPOSITS - Refund Duplicated Rates Payment - 6 Forrest St & 80 Kipling St	\$ 23,273.97			
354	EFT17832	22/12/2021	Highbury General Store			\$ 130.80	L	
355	INV 1000/11772	08/12/2021	Highbury General Store	FIRE PREVENTION/BURNING/CONTROL - Water & Food for Volunteers Fighting Fire	\$ 130.80			
356	EFT17833	22/12/2021	Wendy Louise Russell			\$ 334.50	L	
357	INV 151221	15/12/2021	Wendy Louise Russell	PWO - EMTRS - OCCUPATIONAL HEALTH & SAFETY - Reimbursement for Replacement Glasses (Incident Report #887)	\$ 334.50			
358	EFT17834	22/12/2021	Narrogin Hire & Reticulation			\$ 86.25	L	
359	INV 0032369	16/12/2021	Narrogin Hire & Reticulation	CLAYTON OVAL MAINTENANCE/OPERATIONS - Retic	\$ 38.10			
360	INV 00032367	16/12/2021	Narrogin Hire & Reticulation	WASTE WATER TREATMENT - PVC Coupling & Glue	\$ 48.15			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
361	EFT17835	22/12/2021	Synergy			\$ 14,619.47		
362	INV 2065397674	02/12/2021	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Usage (25/10/2021-24/11/2021)	\$ 12,194.78			
363	INV 2017417494	10/12/2021	Synergy	GNAROGIN PARK MAINTENANCE/OPERATIONS - Electricity Usage 15/10/21 - 10/12/21	\$ 348.25			
364	INV 2085402932	10/12/2021	Synergy	MACKIE PARK MAINTENANCE/OPERATIONS - Electricity Usage 15/10/21 - 10/12/21	\$ 329.68			
365	INV 2057406461	13/12/2021	Synergy	30 GRAY ST BUILDING OPERATIONS (FORMALLY EAST NARROGIN OFFSITE KINDERGARTEN) - Electricity Usage 14/10/21 - 13/12/21	\$ 127.85			
366	INV 2025416296	14/12/2021	Synergy	FAIRWAY DEPOT BUILDING OPERATIONS - Electricity Usage 15/10/21 - 14/12/21	\$ 126.05			
367	INV 2009420292	15/12/2021	Synergy	LIONS PARK MAINTENANCE/OPERATIONS - Electricity Usage 15/10/21 - 15/12/21	\$ 421.07			
368	INV 2001447908	15/12/2021	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Usage 15/11/21 - 15/12/21	\$ 925.29			
369	INV 2005421074	17/12/2021	Synergy	Highbury Public Toilets Operations - Electricity Usage 20/10/21 - 17/12/21	\$ 146.50			
370	EFT17836	22/12/2021	Narrogin Packaging			\$ 582.25	L	
371	INV 00072188	04/12/2021	Narrogin Packaging	VARIOUS PUBLIC TOILETS - Cleaning Supplies	\$ 352.05			
372	INV 00072286	13/12/2021	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Toilet Supplies	\$ 230.20			
373	EFT17837	22/12/2021	Water Corporation			\$ 1,230.30		
374	INV DL73T	22/12/2021	Water Corporation	VARIOUS BUILDINGS - Water Usage (October-December 2021)	\$ 1,230.30			
375	EFT17838	22/12/2021	E & H Staphorst			\$ 160.60	L	
376	INV I-36964	20/12/2021	E & H Staphorst	NGN12158 1980 TWIN VIBRATING ROLLER - Relay Valve	\$ 160.60			
377	EFT17839	22/12/2021	Kleenheat Gas			\$ 1,268.32		
378	INV 2723717	13/12/2021	Kleenheat Gas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Electricity Usage (01/11/2021-30/11/2021)	\$ 1,268.32			
379	EFT17840	22/12/2021	Knightline Computers			\$ 280.00	L	
380	INV 00074609	03/11/2021	Knightline Computers	ANIMAL - EXPENSED MINOR ASSET PURCHASES - Dash Cameras & Accessories for Ranger Vehicles	\$ 280.00			
381	EFT17841	22/12/2021	Narrogin Carpets & Curtains			\$ 25,000.00	L	PF
382	INV B9304	14/12/2021	Narrogin Carpets & Curtains	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Supply and Install New Jarrah Floating Floor	\$ 25,000.00			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
383	EFT17842	22/12/2021	Narrogin Newsagency			\$ 81.99	L	F
384	INV 296000290206	10/12/2021	Narrogin Newsagency	CHCP - GENERAL OFFICE EXPENSES - Christmas Lunch Prizes	\$ 67.40			
385	INV 296000290287	15/12/2021	Narrogin Newsagency	CHCP - GENERAL OFFICE EXPENSES - Stationary Items	\$ 14.59			
386	EFT17843	22/12/2021	Narrogin Bearing Service			\$ 36.74	L	
387	INV IN192370	15/12/2021	Narrogin Bearing Service	1GPJ543 2018 TORO MOWER 7210 - Fan Belt	\$ 17.71			
388	INV IN192488	20/12/2021	Narrogin Bearing Service	1GPJ543 2018 TORO MOWER 7210 - Bolts	\$ 19.03			
389	EFT17844	22/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 264.00	L	
390	INV PI23049472	29/11/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	SMALL PLANT - New Blower	\$ 264.00			
391	EFT17845	22/12/2021	Toll Transport Pty Ltd			\$ 261.00		
392	INV 0514-T740710	08/11/2021	Toll Transport Pty Ltd	LYDEKER DEPOT BUILDING MAINTENANCE - Freight Charges 26/10/21 - 03/11/21	\$ 52.60			
393	INV 0515-T740710	15/11/2021	Toll Transport Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges 03/11/21 - 10/11/21	\$ 124.14			
394	INV 0517-T740710	21/11/2021	Toll Transport Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges (11/11/2021-18/11/2021)	\$ 84.26			
395	EFT17846	22/12/2021	T Quip			\$ 196.05		
396	INV 106460 #5	09/12/2021	T Quip	1GPJ543 2018 TORO MOWER 7210 - Filters For Service	\$ 196.05			
397	EFT17847	22/12/2021	Boral Asphalt			\$ 10,340.00		
398	INV AWWPS00303-015	21/09/2021	Boral Asphalt	ROAD MAINTENANCE GENERAL EXPENSES - 10,000lts Emulsion Delivered	\$ 10,340.00			
399	EFT17848	22/12/2021	P.H & K.E Gow			\$ 6,600.00	L	
400	INV 1614	15/12/2021	P.H & K.E Gow	PLAN - CONTRACT TOWN PLANNING - Survey for Drainage & Access Easements	\$ 6,600.00			
401	EFT17849	22/12/2021	Department Of Premier & Cabinet			\$ 285.60		
402	INV 1001425	15/12/2021	Department Of Premier & Cabinet	MEMBERS - ADVERTISING & PROMOTIONS - Cemetery Fees & Charges	\$ 285.60			
403	EFT17850	22/12/2021	Narrogin Bargain Barn			\$ 715.00	L	F
404	INV 12	10/12/2021	Narrogin Bargain Barn	CHSP - GENERAL EXPENDITURE - Mobile Pedestal, Desk & Delivery	\$ 715.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
405	EFT17851	22/12/2021	Gbr Mechanical			\$ 814.90	L	
406	INV INV-0446	14/12/2021	Gbr Mechanical	NO01 2019 HOLDEN COLORADO - 10,000Km Service	\$ 401.00			
407	INV INV-0447	15/12/2021	Gbr Mechanical	0NO 2020 HOLDEN TRAILBLAZER LTZ - P700 - 60,000km Service	\$ 413.90			
408	EFT17852	22/12/2021	The Workwear Group Pty Ltd			\$ 46.83		
409	INV 13647182	29/11/2021	The Workwear Group Pty Ltd	ADMIN - ALLOWANCES - Uniforms 2021/22	\$ 46.83			
410	EFT17853	22/12/2021	YMCA WA			\$ 355.00	L	
411	INV SI-A010988	02/12/2021	YMCA WA	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Dark Sky Tourism Thomas Hogg Oval Hire	\$ 70.00			
412	INV SI-A011010	20/12/2021	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Full Centre Membership Rozette Saraus	\$ 285.00			
413	EFT17854	22/12/2021	Easifleet			\$ 2,227.87		
414	INV 171221	17/12/2021	Easifleet	NOVATED LEASES - Employee Expenses	\$ 2,227.87			
415	EFT17855	22/12/2021	BKS Electrical Pty Ltd			\$ 407.00	L	
416	INV 2936	20/12/2021	BKS Electrical Pty Ltd	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Programming & Patching of Stage Lighting	\$ 407.00			
417	EFT17856	22/12/2021	Narrogin Guardian Pharmacy			\$ 93.62	L	PF
418	INV 391028	29/11/2021	Narrogin Guardian Pharmacy	LYDEKER DEPOT BUILDING MAINTENANCE - Bulk Sunscreen	\$ 67.72			
419	INV 1040304	16/12/2021	Narrogin Guardian Pharmacy	CHSP - GENERAL EXPENDITURE - 2 x Combine Rolls (Jessie House)	\$ 25.90			
420	EFT17857	22/12/2021	Northstar Asset Trust T/a Artistralia Pty Ltd			\$ 550.00		
421	INV 211221	21/12/2021	Northstar Asset Trust T/a Artistralia Pty Ltd	OTHCUL - AUSTRALIA DAY - Copyright for Movie Screening	\$ 550.00			
422	EFT17858	22/12/2021	MJ & DL Dyke			\$ 744.19	L	
423	INV 00000658	30/11/2021	MJ & DL Dyke	NO3 2020 NISSAN UD TIP TRUCK - Supply of Male and Female Coupling	\$ 744.19			
424	EFT17859	22/12/2021	Gd & Ja Stevens			\$ 4,132.48	L	PF
425	INV 1427	21/11/2021	gd & Ja Stevens Gd & Ja Stevens gd & Ja Stevens	RAILWAY STATION RESTORATION RECOVERY PROJECT - Supply and Install Gyprock Ceilings	\$ 4,132.48			
426	EFT17860	22/12/2021	Ryan Charles Francisco			\$ 9,350.00	L	PF
427	INV B131	10/12/2021	Ryan Charles Francisco	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Prepare & Render Walls, White Set Walls , Patch Concrete Skirting & Sand Cement & White Set Materials	\$ 9,350.00			

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
428	EFT17861	22/12/2021	Narrogin Tyre Service			\$ 7,816.40	L	
429	INV 15379	03/12/2021	Narrogin Tyre Service	NO4834 2014 HINO 300 SERIES CREW CAB - Supply & Fit Light Truck Tyre	\$ 299.00			
430	INV 15486	10/12/2021	Narrogin Tyre Service	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Supply & Fit Tyres x6, O-Rings & Valves	\$ 7,517.40			
431	EFT17862	22/12/2021	Narrogin Auto Centre			\$ 373.73	L	
432	INV 307371	14/12/2021	Narrogin Auto Centre	1NO 2018 NISSAN NAVARA - 120,000 Km Service & Diagnose Dash Faults	\$ 373.73			
433	EFT17863	22/12/2021	Sherrin Rentals Pty Ltd			\$ 3,388.00		PF
434	INV 5164582	13/12/2021	Sherrin Rentals Pty Ltd	WAGIN-WICKEPIN ROAD - RENEWAL (RURAL) (RRG) - 8 Day Hire Water Cart	\$ 3,388.00			
435	EFT17864	22/12/2021	Narrogin Fresh			\$ 305.38	L	PF
436	INV NOV 21	20/12/2021	Narrogin Fresh	VARIOUS DEPARTMENTS - Narrogin Fresh Account November & December 2021	\$ 305.38			
437	EFT17865	22/12/2021	Stella Pest Management			\$ 6,450.00		
438	INV 13975	02/07/2021	Stella Pest Management	HEALTH - CONTROL EXPENSES - Pigeon Management	\$ 3,150.00			
439	INV 16349	14/12/2021	Stella Pest Management	LIBRARY BUILDING MAINTENANCE - Termite Inspection	\$ 300.00			
440	INV 16346	14/12/2021	Stella Pest Management	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Termite Inspection	\$ 600.00			
441	INV 16347	14/12/2021	Stella Pest Management	MUSEUM BUILDING MAINTENANCE - Termite Inspection	\$ 600.00			
442	INV 16348	14/12/2021	Stella Pest Management	ADMIN OFFICE BUILDING MAINTENANCE - Termite Inspection	\$ 600.00			
443	INV 16351	14/12/2021	Stella Pest Management	RAILWAY INSTITUTE HALL & OFFICE BUILDING MAINTENANCE - Termite Inspection	\$ 600.00			
444	INV 16350	14/12/2021	Stella Pest Management	HIGHBURY HALL BUILDING MAINTENANCE - Termite Inspection	\$ 600.00			
445	EFT17866	22/12/2021	BMR Mechanical Pty Ltd			\$ 800.18	L	
446	INV INV-0757	02/11/2021	BMR Mechanical Pty Ltd	NO05 ISUZU D MAX CREW CAB UTE - 30,000Km Service	\$ 800.18			

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Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
447	EFT17867	22/12/2021	Surgical House Pty Ltd		\$ 921.37		F
448	INV A768959	03/09/2021	Surgical House Pty Ltd	CHCP - CUSTOMER SERVICES EXPENSES - Stitch Cutter, Disposable Forceps x20 & Freight	\$ 98.78		
449	INV A784027	17/12/2021	Surgical House Pty Ltd	CHSP - GENERAL EXPENDITURE - Nursing Materials	\$ 668.69		
450	INV A784122	20/12/2021	Surgical House Pty Ltd	CHCP - GENERAL OFFICE EXPENSES - Nursing Materials	\$ 102.60		
451	INV A784121	20/12/2021	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Dressing Materials for Client	\$ 51.30		
452	EFT17868	22/12/2021	REPCO		\$ 33.00	L	
453	INV 4850034796	17/12/2021	REPCO	00NGN 2018 NISSAN NAVARA - Box of Wiper Blades	\$ 33.00		
454	EFT17869	22/12/2021	Jennifer Fowler		\$ 2,205.00	L	F
455	INV 20P	25/11/2021	Jennifer Fowler	CHCP - CLIENT PURCHASES - Cognitive Assessment & Function Report for Client	\$ 2,205.00		
456	EFT17870	22/12/2021	MC & SP Russell		\$ 902.49	L	PF
457	INV 07/21	16/12/2021	MC & SP Russell	RAILWAY STATION RESTORATION COVID PROJECT - Reimbursement of Cost of Materials for Model Train Display	\$ 902.49		
458	EFT17871	22/12/2021	Hersey's Safety		\$ 1,557.60		
459	INV 48504	08/12/2021	Hersey's Safety	PWO - WORKS - PROTECTIVE CLOTHING - Safety Glasses	\$ 1,557.60		
460	EFT17872	22/12/2021	Edwards Isuzu Ute		\$ 27,551.33	L	
461	INV 24836	16/12/2021	Edwards Isuzu Ute	VARIOUS VEHICLES - Service Filters	\$ 605.73		
462	INV T-5849	16/12/2021	Edwards Isuzu Ute	0NGN EMCCS VEHICLE 2021 (1) - Purchase of 2021 ISUZU MU-X LSM 4X4 & Disposal of Ford Escape	\$ 26,945.60		
463	EFT17873	22/12/2021	Karen Therese Keeley		\$ 400.00	L	
464	INV 131221	13/12/2021	Karen Therese Keeley	OTHCUL - ARTWORK COLLECTION - Review the Shire's Artwork Register (Curatorial Work)	\$ 400.00		
465	EFT17874	22/12/2021	Guardian Safety Pendants		\$ 589.00		F
466	INV 22139	17/12/2021	Guardian Safety Pendants	CHCP - CLIENT PURCHASES - Purchase & Setup of Safety Pendant for Client	\$ 589.00		
467	EFT17875	22/12/2021	Stirling Asphalt		\$ 37,715.70		
468	INV 00011136	02/11/2021	Stirling Asphalt	EARL STREET NORTH - RENEWAL - Supply and Install 1470m2 x 30mm Asphalt	\$ 37,715.70		F

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Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
469	EFT17876	22/12/2021	R. R. Powell		\$ 831.08	L	
470	INV 291021	29/10/2021	R. R. Powell	HEALTH - TRAINING & DEVELOPMENT - Accomadation for R. Powell & R. Ockerse Plus 1 Meal	\$ 318.00		
471	INV 151221	15/12/2021	R. R. Powell	SAN - TRAINING & DEVELOPMENT - Accommodation at Waste & Recycling Conference Crown Metropol Perth 24/09/19 to 27/09/19	\$ 513.08		
472	EFT17877	23/12/2021	Department Of Human Services		\$ 234.81		
473	INV DEDUCTION	20/12/2021	Department Of Human Services	Payroll deductions	\$ 234.81		
474	EFT17878	23/12/2021	Australian Services Union Western Australian Branc		\$ 25.90		
475	INV DEDUCTION	20/12/2021	Australian Services Union Western Australian Branc	Payroll deductions	\$ 25.90		
476	EFT17879	23/12/2021	Synergy		\$ 737.68		
477	INV 379132780	23/11/2021	Synergy	BMX PARK - Electricity Usage (24/12/2020-07/10/2021 - Back Date Supply Charges & Account Establishment Fee)	\$ 632.56		
478	INV 379132780	08/12/2021	Synergy	BMX PARK - Electricity Usage (08/10/2021-02/12/2021)	\$ 105.12		
				EFT Total \$	858,153.43		

Direct Debits

479	DD7080.3	30/11/2021	Telstra		\$ 1,865.60		PF
480	INV K293943270-9	12/11/2021	Telstra	VARIOUS CHARGES - Mobile Phone Chargers November 2021	\$ 1,865.60		
481	DD7094.1	30/11/2021	WA Treasury Corporation		\$ 42,904.46		
482	INV 126	30/11/2021	WA Treasury Corporation	Loan No. 126 Interest payment - Town Hall Renovations	\$ 17,092.62		
483	INV 128	30/11/2021	WA Treasury Corporation	Loan No. 128 Interest payment - Administration Building Extention	\$ 25,811.84		

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Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
484	DD7106.1	06/12/2021	Aware Super				
485	INV SUPER	06/12/2021	Aware Super	Superannuation contributions	\$ 12,670.05	\$ 14,819.72	
486	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 260.00		
487	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 150.00		
488	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 185.59		
489	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 347.65		
490	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 818.51		
491	INV DEDUCTION	06/12/2021	Aware Super	Payroll deductions	\$ 387.92		
492	DD7106.2	06/12/2021	Prime Super			\$ 619.63	
493	INV SUPER	06/12/2021	Prime Super	Superannuation contributions	\$ 619.63		
494	DD7106.3	06/12/2021	Lgia Super			\$ 993.91	
495	INV SUPER	06/12/2021	Lgia Super	Superannuation contributions	\$ 507.74		
496	INV DEDUCTION	06/12/2021	Lgia Super	Payroll deductions	\$ 300.00		
497	INV DEDUCTION	06/12/2021	Lgia Super	Payroll deductions	\$ 186.17		
498	DD7106.4	06/12/2021	Rest Superannuation			\$ 386.29	
499	INV SUPER	06/12/2021	Rest Superannuation	Superannuation contributions	\$ 386.29		
500	DD7106.5	06/12/2021	Essential Super			\$ 208.14	
501	INV SUPER	06/12/2021	Essential Super	Superannuation contributions	\$ 208.14		
502	DD7106.6	06/12/2021	Mercer Super Trust			\$ 149.49	
503	INV SUPER	06/12/2021	Mercer Super Trust	Superannuation contributions	\$ 149.49		
504	DD7106.7	06/12/2021	Colonial First State			\$ 1,367.86	
505	INV SUPER	06/12/2021	Colonial First State	Superannuation contributions	\$ 1,229.40		
506	INV DEDUCTION	06/12/2021	Colonial First State	Payroll deductions	\$ 138.46		

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Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
507	DD7106.8	06/12/2021	Bt Super For Life		\$ 791.11		
508	INV SUPER	06/12/2021	Bt Super For Life	Superannuation contributions	\$ 686.13		
509	INV DEDUCTION	06/12/2021	Bt Super For Life	Payroll deductions	\$ 104.98		
510	DD7106.9	06/12/2021	Care Super		\$ 366.16		
511	INV SUPER	06/12/2021	Care Super	Superannuation contributions	\$ 313.85		
512	INV DEDUCTION	06/12/2021	Care Super	Payroll deductions	\$ 52.31		
513	DD7118.1	30/11/2021	Aaron Joseph Cook		\$ 2,245.54		
514	INV CEO NOV RENT	30/11/2021	Aaron Joseph Cook	CEO STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent November 2021	\$ 2,245.54		
515	DD7125.1	03/12/2021	Keenan & Tania Wenning		\$ 1,386.67	L	
516	INV EMDRS RENT 21	03/12/2021	Keenan & Tania Wenning	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent December 2021	\$ 1,386.67		
517	DD7126.1	14/12/2021	Elgas		\$ 8,433.48		
518	INV 0360835795	25/11/2021	Elgas	NRLC - UTILITY - GAS - Gas Supplied 6569.0L	\$ 8,343.03		
519	INV 0360804444	02/12/2021	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 74.0L	\$ 90.45		
520	DD7135.1	15/12/2021	Sandwai Pty Ltd		\$ 1,071.40		F
521	INV NOV21	15/12/2021	Sandwai Pty Ltd	CHSP INFORMATION SYSTEMS Monthly Charges - November 2021	\$ 1,071.40		
522	DD7143.1	20/12/2021	WA Treasury Corporation		\$ 5,198.39		
523	INV 121B	20/12/2021	WA Treasury Corporation	Loan No. 121B Interest payment - Repayment of NLC Loan	\$ 5,198.39		
524	DD7144.1	07/12/2021	Sandwai Pty Ltd		\$ 1,071.40		F
525	INV OCT21CR	07/12/2021	Sandwai Pty Ltd	CHSP - INFORMATION SYSTEM - Monthly Charges October 21	\$ 1,071.40		

Schedule of Accounts Paid - December 2021

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
526	DD7152.1	20/12/2021	Aware Super				
527	INV SUPER	20/12/2021	Aware Super	Superannuation contributions	\$ 12,887.85		
528	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 260.00		
529	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 150.00		
530	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 188.87		
531	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 393.60		
532	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 687.50		
533	INV DEDUCTION	20/12/2021	Aware Super	Payroll deductions	\$ 387.93		
534	DD7152.2	20/12/2021	Spirit Super			\$ 411.79	
535	INV SUPER	20/12/2021	Spirit Super	Superannuation contributions	\$ 308.84		
536	INV DEDUCTION	20/12/2021	Spirit Super	Payroll deductions	\$ 102.95		
537	DD7152.3	20/12/2021	Prime Super			\$ 607.90	
538	INV SUPER	20/12/2021	Prime Super	Superannuation contributions	\$ 607.90		
539	DD7152.4	20/12/2021	Lgia Super			\$ 993.91	
540	INV SUPER	20/12/2021	Lgia Super	Superannuation contributions	\$ 507.74		
541	INV DEDUCTION	20/12/2021	Lgia Super	Payroll deductions	\$ 300.00		
542	INV DEDUCTION	20/12/2021	Lgia Super	Payroll deductions	\$ 186.17		
543	DD7152.5	20/12/2021	Rest Superannuation			\$ 334.67	
544	INV SUPER	20/12/2021	Rest Superannuation	Superannuation contributions	\$ 334.67		
545	DD7152.6	20/12/2021	Essential Super			\$ 219.20	
546	INV SUPER	20/12/2021	Essential Super	Superannuation contributions	\$ 219.20		
547	DD7152.7	20/12/2021	Mercer Super Trust			\$ 148.26	
548	INV SUPER	20/12/2021	Mercer Super Trust	Superannuation contributions	\$ 148.26		

Schedule of Accounts Paid - December 2021

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
549	DD7152.8	20/12/2021	Colonial First State			\$ 1,367.86		
550	INV SUPER	20/12/2021	Colonial First State	Superannuation contributions	\$ 1,229.40			
551	INV DEDUCTION	20/12/2021	Colonial First State	Payroll deductions	\$ 138.46			
552	DD7152.9	20/12/2021	Bt Super For Life			\$ 784.56		
553	INV SUPER	20/12/2021	Bt Super For Life	Superannuation contributions	\$ 678.89			
554	INV DEDUCTION	20/12/2021	Bt Super For Life	Payroll deductions	\$ 105.67			
555	DD7153.1	22/12/2021	Telstra			\$ 2,114.98		PF
556	INV K120865860-6	12/12/2021	Telstra	VARIOUS DEPARTMENTS - Mobile Phone Charges November 2021	\$ 2,114.98			
557	DD7156.1	22/12/2021	Australian Taxation Office			\$ 42,602.00		
558	INV 301121	30/11/2021	Australian Taxation Office	BAS - November 2021	\$ 42,602.00			
559	DD7164.1	23/12/2021	Aware Super			\$ 4,014.21		
560	INV BJETTABOLTON	23/12/2021	Aware Super	ADMIN SUPER - Superannuation contributions	\$ 4,014.21			
561	DD7166.1	23/12/2021	Department of Transport			\$ 15,690.00		
562	INV 211221	21/12/2021	Department of Transport	DEPT OF TRANSPORT - 21/12/21	\$ 15,690.00			
563	DD7167.1	22/12/2021	Department of Transport			\$ 6,166.55		
564	INV 201221	20/12/2021	Department of Transport	DEPT OF TRANSPORT GEN - 20/12/21	\$ 6,166.55			
565	DD7168.1	22/12/2021	Department of Transport			\$ 7,964.50		
566	INV T1 21/22	22/12/2021	Department of Transport	DOT EOD 231221	\$ 7,964.50			
567	DD7178.1	29/12/2021	Easifleet			\$ 924.70		
568	INV 152544	29/12/2021	Easifleet	FIRE - MOTOR VEHICLE EXPENSES - Lease of Holden Colorado (NGN12398) for Bushfire Risk Planning Co-Ordinator - December 2021	\$ 924.70			
569	DD7179.1	23/12/2021	Department of Transport			\$ 14,225.00		
570	INV T1 21/22	23/12/2021	Department of Transport	EOD DOT 231221	\$ 14,225.00			
571	DD7180.1	24/12/2021	Department of Transport			\$ 8,573.55		
572	INV T1 21/22	24/12/2021	Department of Transport	EOD DOT 241221	\$ 8,573.55			

Schedule of Accounts Paid - December 2021

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
573	DD7181.1	30/12/2021	Aaron Joseph Cook				
574	INV CEO DEC 2021	30/12/2021	Aaron Joseph Cook	CEO STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent December 2021	\$ 2,245.54	\$ 2,245.54	
575	DD7189.1	15/12/2021	Sandwai Pty Ltd			\$ (1,071.40)	F
576	INV NOV21	15/12/2021	Sandwai Pty Ltd	CHSP INFORMATION SYSTEMS Monthly Charges - November 2021, CHSP INFORMATION SYSTEMS Monthly Charges - November 2021	\$ (1,071.40)		
577	DD7215.1	27/12/2021	WA Treasury Corporation			\$ 8,177.43	
578	INV 127	27/12/2021	WA Treasury Corporation	Loan No. 127 Interest payment - Industrial Land	\$ 8,177.43		
579	DD7215.2	29/12/2021	WA Treasury Corporation			\$ 9,710.78	
580	INV 130	27/12/2021	WA Treasury Corporation	Loan No. 130 Interest payment - Repayment of Sewerage Loan	\$ 9,710.78		
581	DD7106.10	06/12/2021	MyNorth Super			\$ 179.90	
582	INV SUPER	06/12/2021	MyNorth Super	Superannuation contributions	\$ 179.90		
583	DD7106.11	06/12/2021	Guild Super			\$ 108.49	
584	INV SUPER	06/12/2021	Guild Super	Superannuation contributions	\$ 108.49		
585	DD7106.12	06/12/2021	Qsuper			\$ 380.31	
586	INV SUPER	06/12/2021	Qsuper	Superannuation contributions	\$ 380.31		
587	DD7106.13	06/12/2021	ANZ Smart Choice Super			\$ 204.37	
588	INV SUPER	06/12/2021	ANZ Smart Choice Super	Superannuation contributions	\$ 204.37		
589	DD7106.14	06/12/2021	Bt Superwrap			\$ 453.38	
590	INV DEDUCTION	06/12/2021	Bt Superwrap	Payroll deductions	\$ 114.93		
591	INV SUPER	06/12/2021	Bt Superwrap	Superannuation contributions	\$ 338.45		
592	DD7106.15	06/12/2021	Spirit Super			\$ 415.11	
593	INV DEDUCTION	06/12/2021	Spirit Super	Payroll deductions	\$ 103.78		
594	INV SUPER	06/12/2021	Spirit Super	Superannuation contributions	\$ 311.33		

Schedule of Accounts Paid - December 2021

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
595	DD7106.16	06/12/2021	Hesta Superannuation		\$ 893.69		
596	INV SUPER	06/12/2021	Hesta Superannuation	Superannuation contributions	\$ 723.69		
597	INV DEDUCTION	06/12/2021	Hesta Superannuation	Payroll deductions	\$ 170.00		
598	DD7106.17	06/12/2021	Australiansuper		\$ 2,197.06		
599	INV DEDUCTION	06/12/2021	Australiansuper	Payroll deductions	\$ 111.49		
600	INV DEDUCTION	06/12/2021	Australiansuper	Payroll deductions	\$ 637.00		
601	INV SUPER	06/12/2021	Australiansuper	Superannuation contributions	\$ 1,448.57		
602	DD7106.18	06/12/2021	Mlc Masterkey		\$ 249.35		
603	INV SUPER	06/12/2021	Mlc Masterkey	Superannuation contributions	\$ 249.35		
604	DD7106.19	06/12/2021	Bt Super For Life		\$ 103.32		
605	INV SUPER	06/12/2021	Bt Super For Life	Superannuation contributions	\$ 103.32		
606	DD7106.20	06/12/2021	Cbus Super Fund		\$ 267.11		
607	INV SUPER	06/12/2021	Cbus Super Fund	Superannuation contributions	\$ 267.11		
608	DD7152.10	20/12/2021	Care Super		\$ 471.44		
609	INV SUPER	20/12/2021	Care Super	Superannuation contributions	\$ 419.13		
610	INV DEDUCTION	20/12/2021	Care Super	Payroll deductions	\$ 52.31		
611	DD7152.11	20/12/2021	MyNorth Super		\$ 179.90		
612	INV SUPER	20/12/2021	MyNorth Super	Superannuation contributions	\$ 179.90		
613	DD7152.12	20/12/2021	Qsuper		\$ 380.31		
614	INV SUPER	20/12/2021	Qsuper	Superannuation contributions	\$ 380.31		
615	DD7152.13	20/12/2021	Guild Super		\$ 90.99		
616	INV SUPER	20/12/2021	Guild Super	Superannuation contributions	\$ 90.99		
617	DD7152.14	20/12/2021	loof		\$ 114.35		
618	INV SUPER	20/12/2021	loof	Superannuation contributions	\$ 114.35		

Schedule of Accounts Paid - December 2021

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
619	DD7152.15	20/12/2021	ANZ Smart Choice Super		\$ 204.37		
620	INV SUPER	20/12/2021	ANZ Smart Choice Super	Superannuation contributions	\$ 204.37		
621	DD7152.16	20/12/2021	Bt Superwrap		\$ 443.01		
622	INV DEDUCTION	20/12/2021	Bt Superwrap	Payroll deductions	\$ 114.93		
623	INV SUPER	20/12/2021	Bt Superwrap	Superannuation contributions	\$ 328.08		
624	DD7152.17	20/12/2021	Host Plus		\$ 62.90		
625	INV SUPER	20/12/2021	Host Plus	Superannuation contributions	\$ 62.90		
626	DD7152.18	20/12/2021	Australiansuper		\$ 2,476.23		
627	INV DEDUCTION	20/12/2021	Australiansuper	Payroll deductions	\$ 111.49		
628	INV DEDUCTION	20/12/2021	Australiansuper	Payroll deductions	\$ 637.00		
629	INV SUPER	20/12/2021	Australiansuper	Superannuation contributions	\$ 1,727.74		
630	DD7152.19	20/12/2021	Hesta Superannuation		\$ 1,168.10		
631	INV DEDUCTION	20/12/2021	Hesta Superannuation	Payroll deductions	\$ 170.00		
632	INV SUPER	20/12/2021	Hesta Superannuation	Superannuation contributions	\$ 998.10		
633	DD7152.20	20/12/2021	Mic Masterkey		\$ 249.35		
634	INV SUPER	20/12/2021	Mic Masterkey	Superannuation contributions	\$ 249.35		
635	DD7152.21	20/12/2021	Bt Super For Life		\$ 122.61		
636	INV SUPER	20/12/2021	Bt Super For Life	Superannuation contributions	\$ 122.61		
637	DD7152.22	20/12/2021	Cbus Super Fund		\$ 262.54		
638	INV SUPER	20/12/2021	Cbus Super Fund	Superannuation contributions	\$ 262.54		
				Direct Debit Total	\$ 236,719.18		

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
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Credit Card Purchases

CEO & EMCCS		GENERAL Credit Card Purchases					
639	DD7141.1	24/12/2021	General Credit Card Purchases			\$5,661.12	PF
640	INV FLNOV0121	02/11/2021	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Dell Technologies - Laptop & Adapter	\$1,648.90		
641	INV DSNOV0921	19/11/2021	General Credit Card Purchases	ADMIN - MOTOR VEHICLE EXPENSES - Shire of Wandering - Purchase of Fuel	\$49.27		
642	INV DSNOV0621	15/11/2021	General Credit Card Purchases	FIRE PREVENTION/ BURNING/ CONTROL - Wholesale SMS - Monthly Charges November 2021	\$17.60		
643	INV WLNOV0121	22/11/2021	General Credit Card Purchases	CHCP - GENERAL OFFICE EXPENSES - Zoom - 12 Month Subscription	\$230.89		
644	INV WLNOV0221	29/11/2021	General Credit Card Purchases	CHCP - INFORMATION SYSTEMS - Xero - Monthly Subscription December 2021	\$54.00		
645	INV WLNOV0321	29/11/2021	General Credit Card Purchases	CHSP - GENERAL OFFICE EXPENSES - The Nursery Cafe - Straff Christmas Function	\$429.00		
646	INV FLNOV0221	08/11/2021	General Credit Card Purchases	INFORMATION SYSTEMS - Power Networx - Greeting Messages Admin & Homecare November 2021	\$151.80		
647	INV DSNOV0121	31/10/2021	General Credit Card Purchases	ADMIN - INFORMATION SYSTEMS - Harvey Norman - Laptop & Accessories	\$1,315.00		
648	INV DSNOV0221	03/11/2021	General Credit Card Purchases	ADMIN - TRAVEL & ACCOMMODATION - Crown Metropool - Accommodation & Meals LG Pro Conference	\$652.74		
649	INV DSNOV0421	08/11/2021	General Credit Card Purchases	ADMIN - TRAVEL & ACCOMMODATION - Crown Metropool - Accommodation & Meals LG Pro Conference	\$220.62		
650	INV DSNOV0321	02/11/2021	General Credit Card Purchases	ADMIN - TRAINING & DEVELOPMENT - 88 Noodle Bar - 1x Meal LG Pro Conference	\$40.60		
651	INV DSNOV0521	11/11/2021	General Credit Card Purchases	ADMIN - TRAINING & DEVELOPMENT - EST 1978 - 2x Coffee Meeting with Elders Real Estate & Purchase of New CEO House	\$10.00		
652	INV DSNOV0721	17/11/2021	General Credit Card Purchases	AIRSTrip & GROUNDS MAINTENANCE - ACMA - Renewal of Radio Communication Apparatus Licence	\$507.00		
653	INV DSNOV0821	18/11/2021	General Credit Card Purchases	NGN2 MY20 HOLDEN TRAX LS 1.4L TURBO - Dept of Transport - New Vehicle License	\$333.70		
654	DD7269.1	24/12/2021	General Credit Card Purchases			\$6.93	
655	INV NOVFEES21	22/11/2021	General Credit Card Purchases	CREDIT CARD November 2021 - Interest	\$6.93		
				Credit Card Total	\$5,668.05		

656							
657							

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
				Trust Total	\$0.00		

ABBREVIATIONS				
			Cheque Total (Less TD)	\$1,583.25 0.14%
PF	Partially Funded		Term Deposits (TD)	
I	Insurance		EFT Total*	\$546,830.32 49.62%
F	Funded		Payroll Total*	\$311,323.11 28.25%
L	Local Supplier		Direct Debit Total	\$236,719.18 21.48%
R	Recoverable		Credit Card Total	\$5,668.05 0.51%
			Trust Total	\$0.00 0.00%
				\$1,102,123.91 100.00%
			Total (Less Term Deposits)	\$1,102,123.91
				Local Suppliers \$307,471.18 27.90%
				Employees \$311,323.11 28.25%
				Combined Total \$618,794.29 56.15%
		* Please note Payroll totals		

Cheque Payments

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
Cheque Total \$				-			

EFT Payments

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
2	PAYROLL 14	03/01/2022	PAYROLL	PAYROLL 14 - PPE 03/01/2022	\$ 156,650.24		
3	EFT17880	12/01/2022	Department Of Human Services		\$ 234.81		
4	INV DEDUCTION	03/01/2022	Department Of Human Services	Payroll deductions	\$ 234.81		
5	EFT17881	12/01/2022	Australian Services Union Western Australian Branc		\$ 25.90		
6	INV DEDUCTION	03/01/2022	Australian Services Union Western Australian Branc	Payroll deductions	\$ 25.90		
7	EFT17882	14/01/2022	Narrogin Hire & Reticulation		\$ 750.00	L	
8	INV 00032643	31/12/2021	Narrogin Hire & Reticulation	COM AMEN - BUILDING(CAPITAL) - CBD ABLUTION UPGRADE - Hire of 2x Portable Toilets 5 Weeks at Smith St	\$ 750.00		
9	EFT17883	14/01/2022	Narrogin Packaging		\$ 405.05	L	
10	INV 00072395	23/12/2021	Narrogin Packaging	VARIOUS PUBLIC TOILETS - Cleaning Supplies	\$ 405.05		
11	EFT17884	14/01/2022	Narrogin Fruit Market		\$ 450.00	L	
12	INV 00082021121513	15/12/2021	Narrogin Fruit Market	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Catering for Ordinary Council Meeting December 2021	\$ 450.00		
13	EFT17885	14/01/2022	Department Of Finance Shared Services State Library of WA		\$ 654.79		
14	INV RI030541	09/12/2021	Department Of Finance Shared Services State Library of WA	LIB - OTHER EXPENSES - DDS Freight Recoup Mid-Year 2021	\$ 654.79		
15	EFT17886	14/01/2022	Susan Farrell		\$ 50.00	L	
16	INV 161221	16/12/2021	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Various Range of Laundry	\$ 50.00		
17	EFT17887	14/01/2022	Narrogin Electrical Services		\$ 104.50	L	
18	INV 2632	03/01/2022	Narrogin Electrical Services	MICHAEL BROWN PARK MAINTENANCE/OPERATIONS - Reconnect Earth Wire to Service Pole	\$ 104.50		

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
19	EFT17888	14/01/2022	Kulker Plumbing Service			\$ 260.40	L	
20	INV 13025	20/12/2021	Kulker Plumbing Service	MACKIE PARK PUBLIC TOILETS AND OFFICE MAINTENANCE - Urgent Repair to Broken Water Pipe Through Kitchen Wall	\$ 260.40			
21	EFT17889	14/01/2022	Toll Transport Pty Ltd			\$ 476.72		
22	INV 0518-T740710	05/12/2021	Toll Transport Pty Ltd	LYDEKER DEPOT BUILDING MAINTENANCE - Freight Charges 24/11/21 - 26/11/21	\$ 476.72			
23	EFT17890	14/01/2022	Narrogin Chamber Of Commerce			\$ 700.00	L	
24	INV 00003898	20/12/2021	Narrogin Chamber Of Commerce	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Gratuity Payment x2	\$ 700.00			
25	EFT17891	14/01/2022	Melchiorre Plumbing & Gas			\$ 3,084.40	L	
26	INV 541	06/12/2021	Melchiorre Plumbing & Gas	CARAVAN PARK - RENEWAL DEVELOPMENT - Install Tap to Power Outlets	\$ 3,084.40			
27	EFT17892	14/01/2022	Narrogin Pumps Solar And Spraying			\$ 13.63	L	
28	INV 00038869	23/12/2021	Narrogin Pumps Solar And Spraying	LYDEKER DEPOT BUILDING MAINTENANCE - Hose Fittings	\$ 13.63			
29	EFT17893	14/01/2022	The Workwear Group Pty Ltd			\$ 55.20		
30	INV 13661358	14/12/2021	The Workwear Group Pty Ltd	PLAN - ALLOWANCES - Uniforms 2021/22	\$ 55.20			
31	EFT17894	14/01/2022	YMCA WA			\$ 31,766.64	L	
32	INV SI-A011027	29/12/2021	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Gym Membership - Alex Mulenga	\$ 169.00			
33	INV SI-A011032	31/12/2021	YMCA WA	NRLC - CONTRACT MANAGEMENT EXPENSE - Deficit Funding December 2021	\$ 31,597.64			
34	EFT17895	14/01/2022	Playmaster Pty Ltd			\$ 429.00		
35	INV 1190	15/11/2021	Playmaster Pty Ltd	VARIOUS PARKS - Toddler Seats & Sling Seats	\$ 429.00			
36	EFT17896	14/01/2022	BMR Mechanical Pty Ltd			\$ 947.10	L	
37	INV 0829	13/12/2021	BMR Mechanical Pty Ltd	1EEF863 2006 ISUZU FVZ1400 TRUCK W/ PAVELINE UNIT - Check Over And Diagnose Fault With Transmission	\$ 947.10			
38	EFT17897	14/01/2022	Jessica Kennedy Acupuncture			\$ 100.00		F
39	INV 000135	02/12/2021	Jessica Kennedy Acupuncture	CHCP - CLIENT PURCHASES - Standard Acupuncture Consultation for Client	\$ 100.00			
40	EFT17898	14/01/2022	WL & KJ Everett			\$ 6,669.51	L	
41	INV 010369	26/10/2021	WL & KJ Everett	ANIMAL - LEGAL FEES - Professional Fees, Office Costs & Disbursements	\$ 6,669.51			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
42	EFT17899	14/01/2022	Stirling Asphalt			\$ 37,715.70		F
43	INV 00011136	02/11/2021	Stirling Asphalt	EARL STREET NORTH - RENEWAL (LOCAL) (R2R) - Supply and Install 1470m2x30mm of Asphalt	\$ 37,715.70			
44	PAYROLL 15	17/01/2022	PAYROLL	PAYROLL 15 - PPE 17/01/2022	\$ 180,630.51			
45	EFT17900	19/01/2022	Narrogin Hire & Reticulation			\$ 20.50	L	
46	INV 00032495	23/12/2021	Narrogin Hire & Reticulation	ALBY PARK MAINTENANCE/OPERATIONS - Retic & Coupling	\$ 20.50			
47	EFT17901	19/01/2022	Best Office Systems			\$ 139.00	L	
48	INV 596886	20/12/2021	Best Office Systems	LIB - GENERAL OFFICE EXPENSES - Toner Cartridge for Public Use Printer	\$ 139.00			
49	EFT17902	19/01/2022	Synergy			\$ 1,804.74		
50	INV 2033420661	10/12/2021	Synergy	THOMAS HOGG OVAL BUILDINGS OPERATIONS - Electricity Usage 09/10/21 - 07/12/21	\$ 1,550.41			
51	INV 2057406033	10/12/2021	Synergy	OLD SHIRE OFFICE BUILDING OPERATIONS - Electricity Usage 16/10/21 - 09/12/21	\$ 254.33			
52	EFT17903	19/01/2022	Narrogin Packaging			\$ 718.40	L	PF
53	INV 00072170	02/12/2021	Narrogin Packaging	HIGHBURY PUBLIC TOILETS MAINTENANCE - Cleaning Supplies	\$ 101.50			
54	INV 00072397	23/12/2021	Narrogin Packaging	HIGNBURY PUBLIC TOILETS OPERATIONS - Cleaning Supplies	\$ 101.50			
55	INV 00072465	31/12/2021	Narrogin Packaging	VARIOUS PUBLIC TOILETS - Cleaning Supplies	\$ 322.05			
56	INV 00072481	07/01/2022	Narrogin Packaging	CHSP - GENERAL EXPENDITURE - Cling Wrap, Baking paper, Alfoil & Coffee for Kitchen	\$ 193.35			
57	EFT17904	19/01/2022	Water Corporation			\$ 2,365.04		
58	INV V7VVK	11/01/2022	Water Corporation	VARIOUS BUILDINGS - Water Usage (October 21 - February 2022)	\$ 2,365.04			
59	EFT17905	19/01/2022	St John Ambulance Western Australia Ltd			\$ 480.00		F
60	INV FAINV00946766	20/12/2021	St John Ambulance Western Australia Ltd	CHSP - TRAINING & DEVELOPMENT - First Aid Training 20/12/21	\$ 160.00			
61	INV FAINV00946765	20/12/2021	St John Ambulance Western Australia Ltd	CHSP - TRAINING & DEVELOPMENT - First Aid Training 20/12/21	\$ 160.00			
62	INV FAINV00946767	20/12/2021	St John Ambulance Western Australia Ltd	CHSP - TRAINING & DEVELOPMENT - First Aid Training 20/12/21	\$ 160.00			
63	EFT17906	19/01/2022	Kleenheat Gas			\$ 10,672.62		
64	INV NOV 21	13/12/2021	Kleenheat Gas	NRLC - UTILITY - ELECTRICITY - Electricity Usage 1/11/21 - 30/11/21	\$ 10,114.68			
65	INV DEC 2021	13/12/2021	Kleenheat Gas	ADMIN OFFICE BUILDING OPERATIONS - Electricity Usage 01/11/21 - 30/11/21	\$ 557.94			

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
66	EFT17907	19/01/2022	Knightline Computers		\$ 349.00	L	
67	INV 00075076	24/12/2021	Knightline Computers	ADMIN - INFORMATION SYSTEMS - LCD Line Interactive UPS for Front Counter Admin Building	\$ 349.00		
68	EFT17908	19/01/2022	Department Of Finance Shared Services State Library of WA		\$ 654.79		
69	INV RI030875	22/12/2021	Department Of Finance Shared Services State Library of WA	LIB - OTHER EXPENSES - Mid-Year Freight Recoup	\$ 654.79		
70	EFT17909	19/01/2022	Makit Narrogin Hardware		\$ 1,219.05	L	
71	INV 114131	01/12/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 105.00		
72	INV 114130	01/12/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 254.55		
73	INV 114143	03/12/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 683.00		
74	INV 114171	16/12/2021	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - General Materials	\$ 176.50		
75	EFT17910	19/01/2022	Landgate		\$ 27.20		
76	INV 1153502	02/01/2022	Landgate	RATES - VALUATION EXPENSES - Copy of Certificate Title	\$ 27.20		
77	EFT17911	19/01/2022	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust		\$ 4,356.00	L	
78	INV 00000001482	30/11/2021	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust	TIP MAINTENANCE - Transporting of Cover Materials	\$ 4,356.00		
79	EFT17912	19/01/2022	Susan Farrell		\$ 100.00	L	
80	INV 241121	24/11/2021	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Various Range of Laundry	\$ 50.00		
81	INV 081221	08/12/2021	Susan Farrell	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Various Range of Laundry	\$ 50.00		
82	EFT17913	19/01/2022	DFES-Department of Fire & Emergency Services		\$ 3,054.86		
83	INV 153208	13/12/2021	DFES-Department of Fire & Emergency Services	FIRE - REFUND OF UNSPENT GRANT - Recoup of Funds from 2020-21	\$ 3,054.86		
84	EFT17914	19/01/2022	Narrogin Meals On Wheels		\$ 364.42	L	F
85	INV 101304	13/01/2022	Narrogin Meals On Wheels	CHSP MEALS ON WHEELS COMMITTEE - Meals on Wheels Delivery for December 2021	\$ 364.42		
86	EFT17915	19/01/2022	Narrogin Newsagency		\$ 129.50	L	PF
87	INV 296000292431	23/12/2021	Narrogin Newsagency	CHSP & CHCP - GENERAL OFFICE EXPENSES- Diary & Laminating Sheets	\$ 55.60		
88	INV 292641	01/01/2022	Narrogin Newsagency	ADMIN - PRINING & STATIONARY - Newspaper Deliveries December 2021	\$ 73.90		

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
89	EFT17916	19/01/2022	Narrogin Liquor Barons			\$ 577.82	L	
90	INV 93	06/12/2021	Narrogin Liquor Barons	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Council Welcome/Farewell Function	\$ 577.82			
91	EFT17917	19/01/2022	RJ Smith Engineering			\$ 82.46	L	
92	INV 473	28/12/2021	RJ Smith Engineering	2017 JOHN DEERE RIDE ON MOWER - 6x Nuts & Bolts	\$ 24.96			
93	INV 528	28/12/2021	RJ Smith Engineering	LYDEKER DEPOT BUILDING MAINTENANCE - Absorbant Fuel Pad & Crystals	\$ 57.50			
94	EFT17918	19/01/2022	Wa Country Health Service			\$ 3,133.90		F
95	INV 593177	11/01/2022	Wa Country Health Service	CHSP MEALS ON WHEELS CATERING CONTRACT - Meals on Wheels Meal Supply for December 2021	\$ 1,566.40			
96	INV 693135	11/01/2022	Wa Country Health Service	CHSP MEALS ON WHEELS CATERING CONTRACT - Meals on Wheels Meal Supply for November 2021	\$ 1,567.50			
97	EFT17919	19/01/2022	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 367.90	L	
98	INV_JC24032211	21/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	1NGN 2019 TOYOTA PRADO - 70,000km Service	\$ 367.90			
99	EFT17920	19/01/2022	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)			\$ 70.40	L	
100	INV 6412290513	05/11/2021	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)	NO2 2009 NISSAN UD TIP TRUCK - Fit New Tyre to Rim	\$ 35.20			
101	INV 6412372035	22/12/2021	Goodyear Dunlop Tyres Pty Ltd (Beaurepaires)	NO3 2020 NISSAN UD TIP TRUCK - Fit New Tyre to Rim	\$ 35.20			
102	EFT17921	19/01/2022	Toll Transport Pty Ltd			\$ 362.18		
103	INV 0519-T740710	12/12/2021	Toll Transport Pty Ltd	VARIOUS DEPARTMENTS - Freight Deliveries 03/12/21 - 08/12/21	\$ 362.18			
104	EFT17922	19/01/2022	Narrogin Amcal Chemist			\$ 93.50	L	F
105	INV 920701	30/12/2021	Narrogin Amcal Chemist	CHSP & CHCP - OCCUPATIONAL HEALTH & SAFTEY - 10 x Neck Cooling Straps for Social Support Workers	\$ 93.50			
106	EFT17923	19/01/2022	Susan Guy			\$ 35.00	L	
107	INV 241221	24/12/2021	Susan Guy	COMMUNITY - RECRUITMENT - Drug & Alcohol Test Reimbursement	\$ 35.00			
108	EFT17924	19/01/2022	Zipform			\$ 2,082.66		
109	INV 208729	20/12/2021	Zipform	SANOTH - WASTE DISPOSAL - Bin Stickers x1000 - For Incorrectly Loaded Bin (Recycling) - Artwork & Courier	\$ 1,074.33			
110	INV 208730	20/12/2021	Zipform	SANOTH - WASTE DISPOSAL - Bin Stickers x1,000 - for Incorrectly Loaded Bin (General) - Artwork	\$ 1,008.33			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
111	EFT17925	19/01/2022	John Parry Medical Centre			\$ 206.00	L	F
112	INV 423393	10/12/2021	John Parry Medical Centre	CHCP - RECRUITMENT - Pre Employment Medical	\$ 126.00			
113	INV 423846	16/12/2021	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
114	INV 423838	16/12/2021	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
115	INV 423855	16/12/2021	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
116	INV 423851	16/12/2021	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
117	INV 423845	16/12/2021	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
118	INV 423844	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
119	INV 423843	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
120	INV 423837	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
121	INV 423836	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
122	INV 423856	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
123	INV 423854	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
124	INV 423853	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
125	INV 423850	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
126	INV 423848	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
127	INV 423847	16/12/2021	John Parry Medical Centre	CHCP - OCCUPATIONAL HEALTH & SAFETY - Covid 19 Certificate	\$ 5.00			
128	INV 423849	17/01/2022	John Parry Medical Centre	CHSP - GENERAL EXPENDITURE - Covid 19 Certificate	\$ 5.00			
129	EFT17926	19/01/2022	Marketforce Pty Ltd			\$ 528.48		
130	INV 42055	16/12/2021	Marketforce Pty Ltd	ADVERT - ADVERTISING - Changes to Fees and Charges - Narrogin Observer	\$ 219.78			
131	INV 42056	16/12/2021	Marketforce Pty Ltd	ADMIN - ADVERTISING - Depot Administration Officer, Narrogin Observer 9/12/21	\$ 308.70			
132	EFT17927	19/01/2022	Melchiorre Plumbing & Gas			\$ 1,490.39	L	PF
133	INV 631	21/12/2021	Melchiorre Plumbing & Gas	RAILWAY STATION RESTORATION COVIS RECOVERY PROJECT - Water Hook Up	\$ 1,490.39			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
134	EFT17928	19/01/2022	Belvedere Nursery			\$ 240.00	L	
135	INV I0000001886	23/12/2021	Belvedere Nursery	NRLC GROUNDS MAINTENANCE - x2 Trees	\$ 240.00			
136	EFT17929	19/01/2022	Narrogin Pumps Solar And Spraying			\$ 206.80	L	
137	INV 00036459	01/09/2021	Narrogin Pumps Solar And Spraying	WASTE WATER TREATMENT - 10kg Chlorine	\$ 206.80			
138	EFT17930	19/01/2022	Holy Cow Creations			\$ 110.00		
139	INV 030	05/01/2022	Holy Cow Creations	OTHCUL - AUSTRALIA DAY - Creation of Australia Day 2022 Event Flyer	\$ 110.00			
140	EFT17931	19/01/2022	The Workwear Group Pty Ltd			\$ 232.10		
141	INV 13648261	06/12/2021	The Workwear Group Pty Ltd	ADMIN - ALLOWANCES - Uniforms 2021/22	\$ 49.95			
142	INV 13647270	07/12/2021	The Workwear Group Pty Ltd	ADMIN - ALLOWANCES - Uniforms 2021/22	\$ 54.95			
143	INV 13670307	10/12/2021	The Workwear Group Pty Ltd	ADMIN - ALLOWANCES - Uniforms 2021/22	\$ 127.20			
144	EFT17932	19/01/2022	AMPAC Debt Recovery Pty Ltd			\$ 13,326.37		
145	INV 80413	30/11/2021	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLOECTION EXPENSES - Debt Recovery November 2021	\$ 11,613.12			
146	INV 81062	31/12/2021	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLOECTION EXPENSES - Debt Recovery December 2021	\$ 1,713.25			
147	EFT17933	19/01/2022	Salvation Army (WA)			\$ 760.00	L	
148	INV 05012022	05/01/2022	Salvation Army (WA)	OTHCUL - CAROLS BY CANDLELIGHT - Reimbursement of Expenses	\$ 760.00			
149	EFT17934	19/01/2022	Narrogin Guardian Pharmacy			\$ 29.90	L	F
150	INV 1045890	12/01/2022	Narrogin Guardian Pharmacy	CHCP - OCCUPATIONAL HEALTH & SAFETY - 2x Cooling Towels for Support Workers	\$ 29.90			
151	EFT17935	19/01/2022	Bill & Ben Hot Bread Shop			\$ 22.00	L	F
152	INV 5	24/12/2021	Bill & Ben Hot Bread Shop	CHCP & CHSP - GENERAL EXPENDITURE - 30x Sausage Buns for Christmas Eve Lunch	\$ 22.00			
153	EFT17936	19/01/2022	Wirtgen Australia Pty Ltd			\$ 403.98		
154	INV 1900061587	22/12/2021	Wirtgen Australia Pty Ltd	NO4929 2015 HAMM 3520HT STEEL VIBE ROLLER - Supply Service Filters	\$ 403.98			
155	EFT17937	19/01/2022	Corner's Auto Electrics			\$ 250.00	L	
156	INV 35217	03/12/2021	Corner's Auto Electrics	NGN00 2019 HOLDEN ACADIA LTZ - Swap Light Bar from Holden Acadia Onto New Vehicle	\$ 250.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
157	EFT17938	19/01/2022	Narrogin Auto Centre			\$ 222.95	L	F
158	INV 306957	30/11/2021	Narrogin Auto Centre	NGN219 2019 NISSAN X-TRAIL - CATS Car 90,000Km Service	\$ 222.95			
159	EFT17939	19/01/2022	Regional Communication Solutions			\$ 2,700.00	L	PF
160	INV 1472	02/12/2021	Regional Communication Solutions	ESL - BFB MINOR ASSET PURCHASES - Celfi Go Mobile Pack for Narrogin Central and Minigin Brigades & Portable Vehicle Unit	\$ 2,700.00			
161	EFT17940	19/01/2022	Surgical House Pty Ltd			\$ 65.56		F
162	INV A785616	31/12/2021	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Dressing Material for Client	\$ 65.56			
163	EFT17941	19/01/2022	Narrogin Auto Electrics			\$ 2,493.25	L	
164	INV 261266	25/08/2021	Narrogin Auto Electrics	NO01 2019 HOLDEN COLORADO (MO) (P967) - Remove & Re-Install Lights	\$ 120.00			
165	INV 261634	04/10/2021	Narrogin Auto Electrics	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Re-gas and Repair Airconditioner	\$ 195.00			
166	INV 261855	03/11/2021	Narrogin Auto Electrics	NO4834 2014 HINO 300 SERIES CREW CAB - Supply Isolation Censor For Hiab	\$ 37.20			
167	INV 261857	04/11/2021	Narrogin Auto Electrics	NO4 2010 NISSAN UD TIP TRUCK AUTO - Replace Fan and Fix Aircon Unit	\$ 1,301.28			
168	INV 261858	19/11/2021	Narrogin Auto Electrics	1NO 2018 NISSAN NAVARA - Trace and Find Fault Broken Diff Censor	\$ 147.50			
169	INV 262062	21/12/2021	Narrogin Auto Electrics	VARIOUS VEHICLES - 1x New Battery	\$ 520.00			
170	INV 262060	22/12/2021	Narrogin Auto Electrics	NO1225 KOMATSU FG25T-12 FORKLIFT - Supply 1x Battery	\$ 172.27			
171	EFT17942	19/01/2022	Edwards Isuzu Ute			\$ 16,369.40	L	
172	INV T-5873	04/01/2022	Edwards Isuzu Ute	LEADING HAND PARKS 4*4 VEHICLE - Purchase of New Isuzu D-Max & Disposal of Mitsubishi Triton	\$ 16,369.40			
173	EFT17943	19/01/2022	Jessica Kennedy Acupunture			\$ 100.00		F
174	INV 000146	06/01/2022	Jessica Kennedy Acupunture	CHCP - CLIENT PURCHASES - Standard Acupuncture Consultation for Client	\$ 100.00			
175	EFT17944	19/01/2022	Integrated ICT			\$ 1,036.42	L	
176	INV 19981	30/11/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signatures for 75 Mailboxes	\$ 187.22			
177	INV 20183	31/12/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - 100/40 NBN Internet for 2021-22.	\$ 198.00			
178	INV 20242	31/12/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Monthly Preventative Maintenance, CW Automated 50+ & Connect Wise IT Licence	\$ 651.20			
179	EFT17945	19/01/2022	BSEWA			\$ 635.00		
180	INV 00001363	23/09/2021	BSEWA	CARPARK MAINTENANCE - Supply of Solar Bollard Head Light	\$ 635.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
181	EFT17946	19/01/2022	Guardian Safety Pendants			\$ 579.00		F
182	INV 22850	07/01/2022	Guardian Safety Pendants	CHCP - Client Purchases - x1 Safety Pendant and Accessories for Client	\$ 579.00			
183	EFT17947	19/01/2022	Luminare Pty Ltd t/as Art Install			\$ 643.50		
184	INV 21304	29/12/2021	Luminare Pty Ltd t/as Art Install	OTHERCUL - ARTWORK COLLECTION - Transportation of Artwork	\$ 643.50			
185	EFT17948	19/01/2022	Bitumen Distributors Pty Ltd			\$ 10,010.00		
186	INV 00000168	23/12/2021	Bitumen Distributors Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - 9,100Lts Emulsion Delivered	\$ 10,010.00			
187	EFT17949	19/01/2022	Position Partners PTY LTD			\$ 2,733.50		
188	INV PSI-368915	08/12/2021	Position Partners PTY LTD	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Replace Rotation Sensor .Calorbrate and Travel	\$ 2,733.50			
189	EFT17950	19/01/2022	AMG Pump Rentals			\$ 13,057.00		
190	INV 0669	31/12/2021	AMG Pump Rentals	HARDIE PARK - MAINTENANCE/OPERATIONS - Emergency Pump Hire for Hardie Park & Racetrack	\$ 13,057.00			
191	EFT17951	19/01/2022	Megan Owen			\$ 600.00	L	
192	INV A210700	13/01/2022	Megan Owen	Rates refund for assessment A210700 45 GLYDE STREET NARROGIN WA 6312	\$ 600.00			
193	EFT17952	19/01/2022	Sharon Bell			\$ 253.00	L	
194	INV 05012022	05/01/2022	Sharon Bell	COMMUNITY - RECRUITMENT - Reimbursement of Pre-Employment Medical & Drug Screen Test	\$ 253.00			
195	EFT17953	21/01/2022	Best Office Systems			\$ 2,381.45	L	PF
196	INV 595443	23/11/2021	Best Office Systems	VARIOUS DEPARTMENTS - Photocopier Charges November Charges 2021	\$ 1,943.75			
197	INV 596763	17/12/2021	Best Office Systems	VARIOUS DEPARTMENTS - Photocopier Charges December 2021	\$ 437.70			
198	EFT17954	21/01/2022	Synergy			\$ 11,818.19		
199	INV 2021434608	04/01/2022	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Usage 25/1/21 - 24/12/21	\$ 11,818.19			
200	EFT17955	21/01/2022	Australia Post			\$ 946.50	L	PF
201	INV 1011100894	03/12/2021	Australia Post	VARIOUS DEPARTMENTS Postal Charges November 2021	\$ 946.50			
202	EFT17956	21/01/2022	Leigh Norman Ballard			\$ 11,275.00	L	
203	INV DEC 2021	18/01/2022	Leigh Norman Ballard	MEMBERS - PRESIDENT'S ALLOWANCE & SITTING FEES - 01/10/2021- 31/12/2021	\$ 11,275.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
204	EFT17957	21/01/2022	Hancocks Home Hardware			\$ 28.50	L	F
205	INV 387811	06/01/2022	Hancocks Home Hardware	CHCP & CHSP - GENERAL OFFICE EXPENSES - Rubbish Bin	\$ 28.50			
206	EFT17958	21/01/2022	Parry's Narrogin			\$ 899.10	L	
207	INV 61200	02/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - 3 Jean's	\$ 178.35			
208	INV 61365	07/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - 1 Hat	\$ 21.25			
209	INV 61694	13/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - 3 Shirts	\$ 94.35			
210	INV 61737	13/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - 1 Pair of Boots	\$ 199.75			
211	INV 62052	20/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - 2 Shirts	\$ 62.90			
212	INV 62158	22/12/2021	Parry's Narrogin	PWO - WORKS - PROTECTIVE CLOTHING - Pants, Boots & Hat	\$ 342.50			
213	EFT17959	21/01/2022	Narrogin Meals On Wheels			\$ 361.68	L	F
214	INV 101255	03/12/2021	Narrogin Meals On Wheels	CHSP MEALS ON WHEELS COMMITTEE - Meals on Wheel Delivery for November 2021	\$ 361.68			
215	EFT17960	21/01/2022	Narrogin Newsagency			\$ 331.47	L	PF
216	INV 289936	01/12/2021	Narrogin Newsagency	LIB- SUBSCRIPTIONS & MEMBERSHIPS - Newspaper Deliveries December 2021	\$ 152.34			
217	INV 290137	07/12/2021	Narrogin Newsagency	CHSP - PRINTING & STATIONERY GEN - Stationery Order October 2021	\$ 129.32			
218	INV 292470	24/12/2021	Narrogin Newsagency	ADMIN - PRINTING & STATIONERY GEN - Stationery Order September 2021	\$ 49.81			
219	EFT17961	21/01/2022	Narrogin Electrical Services			\$ 7,378.03	L	F
220	INV 2612	16/12/2021	Narrogin Electrical Services	CARAVAN PARK - RENEWAL DEVELOPMENT - Install New Electrical Sub Board and Poles	\$ 7,378.03			
221	EFT17962	21/01/2022	Narrogin Betta Home Living			\$ 69.00	L	F
222	INV 25710048481	14/01/2021	Narrogin Betta Home Living	CHSP - GENERAL EXPENDITURE - Purchase of Mobile Phone	\$ 69.00			
223	EFT17963	21/01/2022	Great Southern Waste Disposal			\$ 43,877.00	L	
224	INV 00000001874	06/01/2022	Great Southern Waste Disposal	BIN COLLECTION VARIOUS LOCATIONS - December 2021	\$ 43,877.00			
225	EFT17964	21/01/2022	RJ Smith Engineering			\$ 152.00	L	
226	INV 239	15/12/2021	RJ Smith Engineering	PWO - WORKS - PROTECTIVE CLOTHING - Bulk Gloves x6	\$ 80.00			
227	INV 682	10/01/2022	RJ Smith Engineering	ALBY PARK MAINTENANCE/OPERATIONS - Latch For Damaged Gate	\$ 72.00			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
228	EFT17965	21/01/2022	Public Transport Authority			\$ 607.06		
229	INV 31/12/21	31/12/2021	Public Transport Authority	TRANSWA - AGENT LIABILITY - TransWA Ticket Sales December 2021	\$ 607.06			
230	EFT17966	21/01/2022	Super Civil Pty Ltd			\$ 48,657.40		PF
231	INV 0468	12/01/2022	Super Civil Pty Ltd	RAILWAT STATION RESTORATION COVID RECOVERY PROJECT - Supply and Install 7mm Asphalt to Train Station Platform	\$ 48,657.40			
232	EFT17967	21/01/2022	Great Southern Towing			\$ 88.00		
233	INV 00008209	07/05/2021	Great Southern Towing	OLOPS - IMPOUNDED VEHICLES FEES - Towing Hyundai Excel 1DLR305 from Ashworth Crescent	\$ 88.00			
234	EFT17968	21/01/2022	Toll Transport Pty Ltd			\$ 114.95		
235	INV 0520-T740710	19/12/2021	Toll Transport Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges 9/12/21 - 15/12/21	\$ 73.04			
236	INV 0521-T740710	26/12/2021	Toll Transport Pty Ltd	LYDEKER DEPOT BUILDING MAINTENANCE - Freight Charges 17/12/21 - 21/12/21	\$ 41.91			
237	EFT17969	21/01/2022	Narrogin Gasworx			\$ 80.00	L	F
238	INV 52341	15/12/2021	Narrogin Gasworx	CHCP - GENERAL OFFICE EXPENSES - Balloon Arrangement for Lunch	\$ 80.00			
239	EFT17970	21/01/2022	Shire Of Narrogin			\$ 90.29	L	
240	INV 311221	31/12/2021	Shire Of Narrogin	TRANSWA - AGENT LIABILITY - Commission December 2021 Ticket Sales	\$ 90.29			
241	EFT17971	21/01/2022	Australia Day Council of WA			\$ 10.00		
242	INV 1050	13/12/2021	Australia Day Council of WA	OTHCUL - AUSTRALIA DAY - 5x Certificates of Appreciation	\$ 10.00			
243	EFT17972	21/01/2022	Zipform			\$ 764.03		
244	INV 208731A	20/12/2021	Zipform	ADMIN - PRINTING & STATIONERY - Supply & Print 5000 C4 Window Face Strip Seal Envelopes	\$ 322.93			
245	INV 208732	20/12/2021	Zipform	ADMIN - PRINTING & STATIONERY - Supply & Print 4000 DL Window Face Strip Seal Envelopes	\$ 441.10			
246	EFT17973	21/01/2022	Lgis Risk Management Echelon Australia Pty Ltd			\$ 8,976.55		
247	INV 156-022053	13/12/2021	Lgis Risk Management Echelon Australia Pty Ltd	ADMIN - OCCUPATIONAL HELTH & SAFETY - Yearly Regional Risk Coordinator Program Renewal 2021/22	\$ 8,976.55			
248	EFT17974	21/01/2022	John Parry Medical Centre			\$ 8.00	L	F
249	INV 425867	17/01/2022	John Parry Medical Centre	CHCP - OCCUPATIOAL HEALTH & SAFETY - Covid 19 Certificate	\$ 8.00			
250	EFT17975	21/01/2022	West Australian Newspapers Limited			\$ 660.00		
251	INV 1028037520211231	31/12/2021	West Australian Newspapers Limited	MEMBERS - ADVERTISING & PROMOTIONS - Narrogin Narrative in Narrogin Observer - December 21	\$ 660.00			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
252	EFT17976	21/01/2022	Clive Malcolm Bartron			\$ 408.64	L	
253	INV DEC 2021	18/01/2022	Clive Malcolm Bartron	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 16/10/2021	\$ 408.64			
254	EFT17977	21/01/2022	The Workwear Group Pty Ltd			\$ 119.20		
255	INV 13711408	10/01/2022	The Workwear Group Pty Ltd	RATES - ALLOWANCES - Uniforms 2021/22	\$ 119.20			
256	EFT17978	21/01/2022	Narrogin Technology Solutions (NTS)			\$ 145.00	L	
257	INV 147162	25/12/2021	Narrogin Technology Solutions (NTS)	HERITAGE - EXPENSES MINOR ASSET PURCHASES - Brother Toner	\$ 145.00			
258	EFT17979	21/01/2022	YMCA WA			\$ 480.00	L	
259	INV SI-A011044	07/01/2022	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Gym Membership (D. Stewart)	\$ 240.00			
260	INV SI-A011043	11/01/2022	YMCA WA	ADMIN - OCCUPATIONAL HEALTH & SAFETY - 3 Month Gym Membership (V. Anderson)	\$ 240.00			
261	EFT17980	21/01/2022	Conway Highbury Pty Ltd			\$ 935.00		
262	INV 619	31/12/2021	Conway Highbury Pty Ltd	OTHGOV - OTHER CONSULTANCY STATUTORY - Consultancy for Provision of Governance Services July 2021 to Dec 2021	\$ 935.00			
263	EFT17981	21/01/2022	Murray John Fisher			\$ 2,375.00	L	
264	INV DEC 2021	18/01/2022	Murray John Fisher	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 31/12/2021	\$ 2,375.00			
265	EFT17982	21/01/2022	Narrogin Flying Club			\$ 569.80	L	
266	INV 0035	02/01/2022	Narrogin Flying Club	AIRSTRIP & GROUNDS MAINTENANCE/OPERATIONS - Electricity Usage 01/01/2021 - 31/12/2021	\$ 569.80			
267	EFT17983	21/01/2022	Fuel Distributors Of Western Australia Pty Ltd			\$ 6,159.20		
268	INV 00373484	14/01/2022	Fuel Distributors Of Western Australia Pty Ltd	ROAD MAINTENANCE GENERAL EXPENSES - 2000L Kerosene	\$ 6,159.20			
269	EFT17984	21/01/2022	Geoffrey Douglas Ballard			\$ 408.64	L	
270	INV DEC 2021	18/01/2022	Geoffrey Douglas Ballard	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 16/10/2021	\$ 408.64			
271	EFT17985	21/01/2022	Narrogin Bowling Club			\$ 2,280.00	L	
272	INV 151221	15/12/2021	Narrogin Bowling Club	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Venue Hire & Refreshments for Shire Family Christmas Party 2021	\$ 2,280.00			
273	EFT17986	21/01/2022	Timothy Robert Wiese			\$ 2,627.69	L	
274	INV DEC 2021	18/01/2022	Timothy Robert Wiese	MEMBERS - SITTING FEES & 26 DAYS DEPUTY PRESIDENT'S ALLOWANCE - 01/10/2021- 31/12/2021	\$ 2,627.69			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
275	EFT17987	21/01/2022	Brian Seale			\$ 2,375.00	L	
276	INV DEC 2021	18/01/2022	Brian Seale	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 31/12/2021	\$ 2,375.00			
277	EFT17988	21/01/2022	Telair Pty Ltd			\$ 1,420.00		PF
278	INV TA10871-030	31/12/2021	Telair Pty Ltd	ADMIN - TELEPHONE/MOBILESTelair Telephone Charges December 2021	\$ 1,420.00			
279	EFT17989	21/01/2022	Wild & Waste Free			\$ 56.57	L	F
280	INV 0086	12/01/2022	Wild & Waste Free	CHSP SOCIAL SUPPORT GROUP OTHER EXPENSES - Dry Food Supplies	\$ 56.57			
281	EFT17990	21/01/2022	Kulbardi Hill Consulting			\$ 26,213.00		
282	INV 00212	02/01/2022	Kulbardi Hill Consulting	WALK CYCLE & MOUNTIN BIKE TRAILS PROJECTS - Supply of 36 Interpretative Signage Panels and 6 Trail Head Panels	\$ 26,213.00			
283	EFT17991	21/01/2022	Rural Traffic Services			\$ 37,390.98		PF
284	INV 00003604	29/11/2021	Rural Traffic Services	WAGIN-WICKEPIN ROAD - RENEWAL (RURAL) (RRG) - Supply Traffic Management for New Construction Project	\$ 37,390.98			
285	EFT17992	21/01/2022	Narrogin Fresh			\$ 430.49	L	PF
286	INV OCT 2021.2	31/10/2021	Narrogin Fresh	VARIOUS DEPARTMENTS - Narrogin Fresh Account October 2021	\$ 430.49			
287	EFT17993	21/01/2022	Graham Kenneth Broad			\$ 3,591.05	L	
288	INV DEC 2021	18/01/2022	Graham Kenneth Broad	MEMBERS - SITTING FEES & 65 DAYS DEPUTY PRESIDENT'S ALLOWANCE - 01/10/2021- 31/12/2021	\$ 3,591.05			
289	EFT17994	21/01/2022	Sophie Jane Lushey			\$ 408.64	L	
290	INV DEC 2021	18/01/2022	Sophie Jane Lushey	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 16/10/2021	\$ 408.64			
291	EFT17995	21/01/2022	Jaqueline Freyer Early			\$ 2,375.00	L	
292	INV DEC 2021	18/01/2022	Jaqueline Freyer Early	MEMBERS - MEMBERS SITTING FEES - 01/10/2021- 31/12/2021	\$ 2,375.00			
293	EFT17996	21/01/2022	Surgical House Pty Ltd			\$ 819.90		F
294	INV A784024	17/12/2021	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Dressing Material	\$ 819.90			
295	EFT17997	21/01/2022	REPCO			\$ 11.00		
296	INV 4850034925	20/12/2021	REPCO	00NGN 2018 NISSAN NAVARA - Wiper Blades	\$ 11.00			
297	EFT17998	21/01/2022	Spyker Technologies Pty Ltd T/A Spyker Business Solutions			\$ 2,756.57		
298	INV 2122248	12/01/2022	Spyker Technologies Pty Ltd T/A Spyker Business Solutions	OLOPS - CCTV MAINTENANCE - Public CCTV Maintenance for Year 2 of 3 for RFQ 1920-10	\$ 2,756.57			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
299	EFT17999	21/01/2022	Lighting Options Australia			\$ 5,067.32		
300	INV 0256	07/07/2021	Lighting Options Australia	OTHCUL - INFRASTRUCTURE OTHER (CAPITAL) - Lights & Tracks for NEXIS Gallery	\$ 5,067.32			
301	EFT18000	21/01/2022	Narrogin Auto Electrics			\$ 1,660.06	L	
302	INV 261668	05/08/2021	Narrogin Auto Electrics	1EVP731 2015 CAT SKID STEER LOADER - 1x New Battery	\$ 233.83			
303	INV 261667	17/08/2021	Narrogin Auto Electrics	NO4516 2013 CATERPILLAR CW34NN RUBBER TYRED ROLLER - 1x Switch & 1x Aerial	\$ 47.37			
304	INV 261633	07/10/2021	Narrogin Auto Electrics	NO4846 2014 HINO 300 SERIES 3T TIPPER - Flashing Hazzard Light Globes	\$ 23.40			
305	INV 261631	21/10/2021	Narrogin Auto Electrics	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - Repair Broken Wire to Tail Light	\$ 107.09			
306	INV 261632	22/10/2021	Narrogin Auto Electrics	NO5020 ISUZU FTS800 FIRE UNIT - Repair Air Conditioner Unit	\$ 442.50			
307	INV 261862	04/11/2021	Narrogin Auto Electrics	00NGN 2018 NISSAN NAVARA - Trailer Adaptor Plug	\$ 32.40			
308	INV 261859	24/11/2021	Narrogin Auto Electrics	NGN830 2017 FUSO FIGHTER 8T TIP TRUCK - Fix Fault With Dash	\$ 187.50			
309	INV 262064	06/12/2021	Narrogin Auto Electrics	VARIOUS VEHICLES - New Battery	\$ 585.97			
310	EFT18001	21/01/2022	Integrated ICT			\$ 187.22		
311	INV 20297	31/12/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signatures for 75 Mailboxes	\$ 187.22			
312	EFT18002	21/01/2022	Karen Therese Keeley			\$ 640.00	L	
313	INV 13122021	13/12/2021	Karen Therese Keeley	OTHCUL - ARTWORK COLLECTION - Condition Assessment, Identification & Cataloging of Missing Works	\$ 640.00			
314	EFT18003	21/01/2022	Bossea Pty Ltd			\$ 88.00		
315	INV 5401	16/12/2021	Bossea Pty Ltd	ADMIN - OFFICE EQUIPMENT MTCE - Collect & Deliver Confidential Bin	\$ 88.00			
316	EFT18004	21/01/2022	Roxanne Rae McNab			\$ 1,966.43	L	
317	INV DEC 2021	18/01/2022	Roxanne Rae McNab	MEMBERS - MEMBERS SITTING FEES - 17/10/2021- 31/12/2021	\$ 1,966.43			
318	EFT18005	21/01/2022	Joshua John Pomykala			\$ 1,966.43	L	
319	INV DEC 2021	18/01/2022	Joshua John Pomykala	MEMBERS - MEMBERS SITTING FEES - 17/10/2021- 31/12/2021	\$ 1,966.43			
320	EFT18006	21/01/2022	Tamara Alexander			\$ 1,966.43	L	
321	INV DEC 2021	18/01/2022	Tamara Alexander	MEMBERS - MEMBERS SITTING FEES - 17/10/2021- 31/12/2021	\$ 1,966.43			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
322	EFT18007	21/01/2022	J Shed Ceramic Art Studio			\$ 275.00		
323	INV 181221	18/12/2021	J Shed Ceramic Art Studio	OTHCUL - ARTWORK COLLECTION - Assessment for Repairs to Newton House Picnic Table	\$ 275.00			
324	EFT18008	21/01/2022	Heather Bajcich			\$ 1,000.00	L	
325	INV A109600	07/01/2022	Heather Bajcich	RATES REFUND SUSPENSE A/C - Refund of Overpaid Rates on A109600 - 2 Garfeild St	\$ 1,000.00			
326	EFT18009	21/01/2022	Rural Health West			\$ 1,000.00		
327	INV 17012022	17/01/2022	Rural Health West	MEMBERS - DONATIONS TO COMMUNITY GROUPS - Sponsorship of Wheatbelt HPN End of Year Sundowner	\$ 1,000.00			
328	EFT18010	28/01/2022	Department Of Human Services			\$ 262.46		
329	INV DEDUCTION	17/01/2022	Department Of Human Services	Payroll deductions	\$ 262.46			
330	EFT18011	28/01/2022	Australian Services Union Western Australian Branc			\$ 25.90		
331	INV DEDUCTION	17/01/2022	Australian Services Union Western Australian Branc	Payroll deductions	\$ 25.90			
332	EFT18012	28/01/2022	Coles			\$ 1,082.13	L	PF
333	INV 178	31/12/2021	Coles	VARIOUS DEPARTMENTS - Coles Cards December 2021	\$ 1,082.13			
334	EFT18013	28/01/2022	Synergy			\$ 1,352.00		
335	INV 2001473486	19/01/2022	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Usage 13/12/21 - 12/1/22	\$ 1,058.53			
336	INV 2001473485	19/01/2022	Synergy	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Electricity Usage 11/11/21 - 12/12/2021	\$ 293.47			
337	EFT18014	28/01/2022	Great Southern Fuels			\$ 6,078.25	L	PF
338	INV NOV 2021	30/11/2021	Great Southern Fuels	VARIOUS VEHICLES - Fuel Card Charges November 2021	\$ 6,078.25			
339	EFT18015	28/01/2022	E & H Staphorst			\$ 478.72	L	
340	INV I-37037	17/01/2022	E & H Staphorst	NGN0 2018 MITSUBISHI ASX - Replace Punctured Tyre	\$ 478.72			
341	EFT18016	28/01/2022	Kleenheat Gas			\$ 22,066.29		
342	INV JAN 22	17/01/2022	Kleenheat Gas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Electricity Usage 1/12/21 - 31/12/21	\$ 1,430.75			
343	INV JAN 22 NRLC	17/01/2022	Kleenheat Gas	NRLC - UTILITY - ELECTRICITY - Electricity Usage 1/12/21 - 31/12/21	\$ 19,561.05			
344	INV JAN 2022	17/01/2022	Kleenheat Gas	ADMIN OFFICE BUILDING OPERATIONS - Electricity Usage 1/12/21 - 31/12/21	\$ 1,074.49			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
345	EFT18017	28/01/2022	Hancocks Home Hardware			\$ 59.70	L	
346	INV 389252	20/01/2022	Hancocks Home Hardware	STREET LITTER BINS - 6x Square Keys	\$ 59.70			
347	EFT18018	28/01/2022	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust			\$ 275.00	L	PF
348	INV 0000001574	20/01/2022	Narrogin Earthmoving & Concrete Pty Ltd Atf The Mcnab Family Trust	RAILWAY STATION RESTORATION COVID RECOVERY PROJECT - Hire Of Excavator	\$ 275.00			
349	EFT18019	28/01/2022	Walga			\$ 5,000.00		
350	INV 13089909	08/11/2021	Walga	MEMBERS - MEMBERS CONFERENCE TRAINING EXPENSES - Council Members Local Government ELearning Subscription	\$ 5,000.00			
351	EFT18020	28/01/2022	Narrogin Agricultural Repairs			\$ 66.00	L	
352	INV 264673	12/01/2022	Narrogin Agricultural Repairs	SMALL PLANT - Mower Blades	\$ 66.00			
353	EFT18021	28/01/2022	Narrogin Newsagency			\$ 1,116.62	L	PF
354	INV 293003	19/01/2022	Narrogin Newsagency	ADMIN - PRINTING & STATIONERY GEN - 9x 2022 Diaries	\$ 84.45			
355	INV 293029	20/01/2022	Narrogin Newsagency	Various Departments - January Stationery Order 2022	\$ 1,032.17			
356	EFT18022	28/01/2022	Narrogin Electrical Services			\$ 535.70	L	
357	INV 2645	16/01/2022	Narrogin Electrical Services	FIRE PREVENTION/BURNING/CONTROL - Urgent Repair to Faulty GPO at Radio Repeater Hut	\$ 106.70			
358	INV 2652	16/01/2022	Narrogin Electrical Services	NRLC GROUNDS MAINTENANCE - Replace Broken Light Under Palms, Parts & Labour	\$ 429.00			
359	EFT18023	28/01/2022	Borgas Engineering Pty Ltd			\$ 10,604.00	L	PF
360	INV 00008667	17/01/2022	Borgas Engineering Pty Ltd	ESL - BFB MINOR ASSET PURCHASES - Fast Fill Trailer	\$ 7,700.00			
361	INV 00008662	17/01/2022	Borgas Engineering Pty Ltd	NGN12070 2002 MOWER CATCHER TRAILER - Purchase of Mower Blades & Rebuild Flails	\$ 2,904.00			
362	EFT18024	28/01/2022	Allans Bobcat And Truck Hire			\$ 484.00	L	
363	INV 00001526	06/01/2022	Allans Bobcat And Truck Hire	CEMETERY GRAVE DIGGING - Grave Dig O'Neill & Chadwick	\$ 484.00			
364	EFT18025	28/01/2022	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 36.69	L	
365	INV P123049496	01/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	SMALL PLANT - Replacement Chain for Polesaw	\$ 36.69			
366	EFT18026	28/01/2022	Toll Transport Pty Ltd			\$ 15.42		
367	INV 0522-T740710	09/01/2022	Toll Transport Pty Ltd	LYDEKER DEPOT BUILDING MAINTENANCE - Freight Charges 29/12/21	\$ 15.42			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
368	EFT18027	28/01/2022	Narrogin Gasworx			\$ 1,342.25	L	F
369	INV 53087	17/01/2022	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Trustcare Indoor Walker	\$ 663.00			
370	INV 53088	17/01/2022	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Trustcare Indoor Walker & Male Urinal	\$ 679.25			
371	EFT18028	28/01/2022	Narrogin Amcal Chemist			\$ 59.95	L	F
372	INV 924134	19/01/2022	Narrogin Amcal Chemist	CHCP - CLIENT PURCHASES - Wound Dressing	\$ 59.95			
373	EFT18029	28/01/2022	Zipform			\$ 1,395.15		
374	INV 209077	19/01/2022	Zipform	RATES - PRINTING AND STATIONERY - 3rd Instalment Notices 2021/22	\$ 1,395.15			
375	EFT18030	28/01/2022	Narrogin Chamber Of Commerce			\$ 100.00	L	
376	INV 0003907	23/01/2022	Narrogin Chamber Of Commerce	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Gratuity Payment (A. Spurling)	\$ 100.00			
377	EFT18031	28/01/2022	Jason Signmakers			\$ 2,136.38		
378	INV 224288	29/11/2021	Jason Signmakers	SIGNS & TRAFFIC CONTROL EXPENSES - Bulk Street Signs	\$ 2,136.38			
379	EFT18032	28/01/2022	Signs Plus			\$ 79.50		F
380	INV 00170297	12/01/2022	Signs Plus	CHSP - RECRUITMENT - 5x Name Badge for New Employees	\$ 79.50			
381	EFT18033	28/01/2022	Narrogin Pumps Solar And Spraying			\$ 2,468.40	L	
382	INV 00038129	19/11/2021	Narrogin Pumps Solar And Spraying	THOMAS HOGG OVAL TOILETS/ABLUTION MAINTENANCE - Replacement of Mulch Pump	\$ 2,468.40			
383	EFT18034	28/01/2022	Steele's Guns & Outdoors			\$ 215.00	L	
384	INV 75724	19/01/2022	Steele's Guns & Outdoors	PWO - WORKS - PROTECTIVE CLOTHING - Steel Cap Boots Size	\$ 215.00			
385	EFT18035	28/01/2022	Easifleet			\$ 6,683.61		
386	INV 201221	20/12/2021	Easifleet	NOVATED LEASES - Employee Expenses	\$ 2,227.87			
387	INV 3122	03/01/2022	Easifleet	NOVATED LEASE - Employee Expenses	\$ 2,227.87			
388	INV 17122	17/01/2022	Easifleet	NOVATED LEASES - Employee Expenses	\$ 2,227.87			
389	EFT18036	28/01/2022	Wren Oil			\$ 16.50		
390	INV 124654	17/01/2022	Wren Oil	LYDEKER DEPOT BUILDING MAINTENANCE - Waste Oil Collection	\$ 16.50			

Schedule of Accounts Paid - January 2022

	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
391	EFT18037	28/01/2022	Narrogin Guardian Pharmacy			\$ 39.45	L	F
392	INV 1047229	19/01/2022	Narrogin Guardian Pharmacy	CHCP - CLIENT PURCHASES - Glucerna Powder for Client	\$ 39.45			
393	EFT18038	28/01/2022	Lotex Filter Cleaning Service			\$ 411.22		
394	INV 00007645	02/12/2021	Lotex Filter Cleaning Service	POC - PARTS & REPAIRS - December Filter Cleaning	\$ 411.22			
395	EFT18039	28/01/2022	Corsign (WA) Pty Ltd			\$ 1,344.20		
396	INV 00062279	29/11/2021	Corsign (WA) Pty Ltd	SIGNS & TRAFFIC CONTROL EXPENSES - Wangeling Gully Rd Signs	\$ 684.20			
397	INV 00062821	04/01/2022	Corsign (WA) Pty Ltd	SIGNS & TRAFFIC CONTROL EXPENSES - 8x Children Crossing Signs	\$ 660.00			
398	EFT18040	28/01/2022	Avon Community Services			\$ 200.00		
399	INV 12012022	12/01/2022	Avon Community Services	T5 - Refund Giant Games Bond	\$ 200.00			
400	EFT18041	28/01/2022	REPCO	NGN417 2020(Ranger) Mazda BT-50 4x4 - Jumper Leads		\$ 101.75		
401	INV 4850036378	18/01/2022	REPCO	NGN417 2020(Ranger) Mazda BT-50 4x4 - Jumper Leads	\$ 101.75			
402	EFT18042	28/01/2022	Integrated ICT			\$ 4,432.69		
403	INV 20011	30/11/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - M365 Licenses Business Premium x29, Business Standard x25, Business Basic x22 & Advanced Threat Protection x 76	\$ 1,747.13			
404	INV 20318	31/12/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - M365 Licenses Business Premium x29, Business Standard x25, Business Basic x22 & Advanced Threat Protection x 76	\$ 1,747.13			
405	INV 20298	31/12/2021	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Veam Cloud Licence, Teir 3 Bulk Storage & Cloud Storage	\$ 938.43			
406	EFT18043	28/01/2022	Guardian Safety Pendants			\$ 70.00		F
407	INV 18961	20/09/2021	Guardian Safety Pendants	CHCP - CLIENT PURCHASES - Guardian Safety Pendant SIM Card	\$ 70.00			
408	EFT18044	28/01/2022	Narrogin Branch of the Calisthenics Association Inc.			\$ 799.00	L	
409	INV 240122	24/01/2022	Narrogin Branch of the Calisthenics Association Inc.	OTHCUL - COMMUNITY CHEST - Community Chest Grant 2021/22	\$ 799.00			
410	EFT18045	28/01/2022	IRIS Consulting Group PTY LTD			\$ 1,070.00		
411	INV 00001965	15/12/2021	IRIS Consulting Group PTY LTD	ADMIN - TRAINING & DEVELOPMENT - Records Trainng 29/3/2022 - 30/3/2022	\$ 1,070.00			
412	EFT18046	28/01/2022	Donna Morgan			\$ 687.02	L	
413	INV A128600	17/01/2022	Donna Morgan	Rates refund for assessment A128600 20 DAGLISH STREET NARROGIN WA 6312	\$ 687.02			

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	Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
414	EFT18047	28/01/2022	Malcom Thompson Pumps			\$ 5,328.97		
415	INV SLI21114786	20/01/2022	Malcom Thompson Pumps	WASTE WATER TREATMENT - Repair & Test Pump	\$ 5,328.97			
416	EFT18048	28/01/2022	Narrogin One Stop Wash			\$ 88.00	L	
417	INV 88	17/01/2022	Narrogin One Stop Wash	NGN0 2018 MITSUBISHI ASX - Detail & Clean Vehicle	\$ 88.00			
418	EFT18049	28/01/2022	Octave Holdings Pty Ltd T/A Narrogin Toyota			\$ 24,509.45	L	F
419	INV RI21100475	06/12/2021	Octave Holdings Pty Ltd T/A Narrogin Toyota	PURCHASE NEW FLEET VEHICLE (CHCP) - Toyota Corolla Sedan	\$ 24,509.45			
420	EFT18050	28/01/2022	Itvision User Group Inc			\$ 748.00		
421	INV 00000695	19/07/2021	Itvision User Group Inc	ADMIN - INFORMATION SYSTEMS - Renew User Group Annual Licence 1/7/21 - 1/7/22	\$ 748.00			
422	PAYROLL 16	31/01/2022	PAYROLL	PAYROLL 16 - PPE 31/01/2022	\$ 151,763.15			
					EFT Total	\$ 1,030,115.62		

Direct Debits

423	DD7177.1	03/01/2022	Aware Super			\$ 17,314.79		
424	INV SUPER	03/01/2022	Aware Super	Superannuation contributions	\$ 15,275.40			
425	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 260.00			
426	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 150.00			
427	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 186.69			
428	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 351.44			
429	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 691.87			
430	INV DEDUCTION	03/01/2022	Aware Super	Payroll deductions	\$ 399.39			
431	DD7177.2	03/01/2022	Prime Super			\$ 624.02		
432	INV SUPER	03/01/2022	Prime Super	Superannuation contributions	\$ 624.02			

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
433	DD7177.3	03/01/2022	Lgia Super		\$ 993.91		
434	INV SUPER	03/01/2022	Lgia Super	Superannuation contributions	\$ 507.74		
435	INV DEDUCTION	03/01/2022	Lgia Super	Payroll deductions	\$ 300.00		
436	INV DEDUCTION	03/01/2022	Lgia Super	Payroll deductions	\$ 186.17		
437	DD7177.4	03/01/2022	Rest Superannuation		\$ 155.33		
438	INV SUPER	03/01/2022	Rest Superannuation	Superannuation contributions	\$ 155.33		
439	DD7177.5	03/01/2022	Essential Super		\$ 227.13		
440	INV SUPER	03/01/2022	Essential Super	Superannuation contributions	\$ 227.13		
441	DD7177.6	03/01/2022	Mercer Super Trust		\$ 133.68		
442	INV SUPER	03/01/2022	Mercer Super Trust	Superannuation contributions	\$ 133.68		
443	DD7177.7	03/01/2022	Colonial First State		\$ 1,398.47		
444	INV SUPER	03/01/2022	Colonial First State	Superannuation contributions	\$ 1,252.36		
445	INV DEDUCTION	03/01/2022	Colonial First State	Payroll deductions	\$ 146.11		
446	DD7177.8	03/01/2022	Bt Super For Life		\$ 731.17		
447	INV SUPER	03/01/2022	Bt Super For Life	Superannuation contributions	\$ 622.63		
448	INV DEDUCTION	03/01/2022	Bt Super For Life	Payroll deductions	\$ 108.54		
449	DD7177.9	03/01/2022	Care Super		\$ 470.62		
450	INV SUPER	03/01/2022	Care Super	Superannuation contributions	\$ 415.42		
451	INV DEDUCTION	03/01/2022	Care Super	Payroll deductions	\$ 55.20		
452	DD7192.1	04/01/2022	Keenan & Tania Wenning		\$ 1,386.67	L	
453	INV EMDRS JAN 2022	05/01/2022	Keenan & Tania Wenning	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent January 2022	\$ 1,386.67		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
454	DD7197.1	05/01/2022	Elgas		\$ 13,964.05		
455	INV 0365980936	03/01/2022	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 210.0KG LPG Cyl	\$ 151.25		
456	INV 0360883627	30/12/2021	Elgas	NRLC - UTILITY - GAS - Gas Supplied 4009.0L	\$ 4,900.28		
457	INV 0360836013	16/12/2021	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7044.0L	\$ 8,610.02		
458	INV 0365980937	03/01/2022	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7500.0L Tank LPG	\$ 302.50		
459	DD7202.1	12/01/2022	Elders Real Estate PTY LTD		\$ 350.00	L	
460	INV RENT JAN 22	07/01/2022	Elders Real Estate PTY LTD	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent January 2022	\$ 350.00		
461	DD7205.1	12/01/2022	Elgas		\$ 2,799.61		
462	INV 0360834843	06/01/2022	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 119.0L	\$ 143.66		
463	INV 0360834846	06/01/2022	Elgas	NRLC - UTILITY - GAS - Gas Supplied 2,200.0L	\$ 2,655.95		
464	DD7210.1	11/01/2022	Department of Transport		\$ 9,199.15		
465	INV T1 21/22	11/01/2022	Department of Transport	EOD DOT 110122	\$ 9,199.15		
466	DD7220.1	07/01/2022	Department of Transport		\$ 4,609.30		
467	INV T1 21/22	07/01/2022	Department of Transport	EOD DOT 070122	\$ 4,609.30		
468	DD7221.1	05/01/2022	Department of Transport		\$ 27,796.45		
469	INV T1 21/22	05/01/2022	Department of Transport	EOD DOT 050122	\$ 27,796.45		
470	DD7221.2	06/01/2022	Department of Transport		\$ 6,635.80		
471	INV T1 21/22	06/01/2022	Department of Transport	EOD DOT 060122	\$ 6,635.80		
472	DD7222.1	10/01/2022	Department of Transport		\$ 6,781.80		
473	INV T1 21/22	10/01/2022	Department of Transport	EOD DOT 100122	\$ 6,781.80		
474	DD7223.1	04/01/2022	Department of Transport		\$ 14,965.45		
475	INV T1 21/22	04/01/2022	Department of Transport	EOD DOT 040122	\$ 14,965.45		
476	DD7229.1	12/01/2022	Department of Transport		\$ 9,425.00		
477	INV T1 21/22	12/01/2022	Department of Transport	EOD DOT 120122	\$ 9,425.00		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
478	DD7230.1	14/01/2022	Department of Transport		\$ 11,662.90		
479	INV T1 21/22	14/01/2022	Department of Transport	EOD DOT 140122	\$ 11,662.90		
480	DD7231.1	13/01/2022	Department of Transport		\$ 1,354.55		
481	INV T1 21/22	13/01/2022	Department of Transport	EOD DOT 130122	\$ 1,354.55		
482	DD7232.1	17/01/2022	Elders Real Estate PTY LTD		\$ 350.00	L	
483	INV EMTRS 2 RENT 22	14/01/2022	Elders Real Estate PTY LTD	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week 2 January 2022	\$ 350.00		
484	DD7237.1	18/01/2022	Department of Transport		\$ 7,943.05		
485	INV T1 21/22	18/01/2022	Department of Transport	DOT EOD 180122	\$ 7,943.05		
486	DD7238.1	17/01/2022	Sandwai Pty Ltd		\$ 1,071.40		F
487	INV DEC21	17/01/2022	Sandwai Pty Ltd	CHSP - INFORMATION SYSTEMS - Monthly Charges December 2021	\$ 1,071.40		
488	DD7239.1	17/01/2022	Department of Transport		\$ 7,541.30		
489	INV T1 21/22	17/01/2022	Department of Transport	DOT EOD 170122	\$ 7,541.30		
490	DD7245.1	17/01/2022	Aware Super		\$ 15,204.33		
491	INV SUPER	17/01/2022	Aware Super	Superannuation contributions	\$ 13,030.72		
492	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 260.00		
493	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 150.00		
494	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 194.64		
495	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 357.62		
496	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 774.29		
497	INV DEDUCTION	17/01/2022	Aware Super	Payroll deductions	\$ 437.06		
498	DD7245.2	17/01/2022	Prime Super		\$ 627.76		
499	INV SUPER	17/01/2022	Prime Super	Superannuation contributions	\$ 627.76		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
500	DD7245.3	17/01/2022	Lgia Super		\$ 1,045.05		
501	INV SUPER	17/01/2022	Lgia Super	Superannuation contributions	\$ 545.16		
502	INV DEDUCTION	17/01/2022	Lgia Super	Payroll deductions	\$ 300.00		
503	INV DEDUCTION	17/01/2022	Lgia Super	Payroll deductions	\$ 199.89		
504	DD7245.4	17/01/2022	Rest Superannuation		\$ 269.31		
505	INV SUPER	17/01/2022	Rest Superannuation	Superannuation contributions	\$ 269.31		
506	DD7245.5	17/01/2022	Essential Super		\$ 215.23		
507	INV SUPER	17/01/2022	Essential Super	Superannuation contributions	\$ 215.23		
508	DD7245.6	17/01/2022	Mercer Super Trust		\$ 163.41		
509	INV SUPER	17/01/2022	Mercer Super Trust	Superannuation contributions	\$ 163.41		
510	DD7245.7	17/01/2022	Colonial First State		\$ 1,574.65		
511	INV SUPER	17/01/2022	Colonial First State	Superannuation contributions	\$ 1,384.49		
512	INV DEDUCTION	17/01/2022	Colonial First State	Payroll deductions	\$ 190.16		
513	DD7245.8	17/01/2022	Bt Super For Life		\$ 689.96		
514	INV SUPER	17/01/2022	Bt Super For Life	Superannuation contributions	\$ 576.04		
515	INV DEDUCTION	17/01/2022	Bt Super For Life	Payroll deductions	\$ 113.92		
516	DD7245.9	17/01/2022	Care Super		\$ 498.63		
517	INV SUPER	17/01/2022	Care Super	Superannuation contributions	\$ 442.44		
518	INV DEDUCTION	17/01/2022	Care Super	Payroll deductions	\$ 56.19		
519	DD7248.1	19/01/2022	Department of Transport		\$ 8,038.70		
520	INV T1 21/22	19/01/2022	Department of Transport	EOD DOT 190122	\$ 8,038.70		
521	DD7249.1	18/01/2022	WA Treasury Corporation		\$ 5,198.79		
522	INV 121B	18/01/2022	WA Treasury Corporation	Loan No. 121B Interest payment - Repayment of NLC Loan	\$ 5,198.79		
523	DD7254.1	21/01/2022	Australian Taxation Office		\$ 79,715.00		
524	INV BASDEC21	31/12/2021	Australian Taxation Office	BAS DECEMBER 2021	\$ 79,715.00		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
525	DD7256.1	20/01/2022	Department of Transport		\$ 6,078.10		
526	INV T1 21/22	20/01/2022	Department of Transport	EOD DOT 210121	\$ 6,078.10		
527	DD7259.1	21/01/2022	Department of Transport		\$ 12,509.60		
528	INV T1 21/22	21/01/2022	Department of Transport	EOD DOT 210122	\$ 12,509.60		
529	DD7264.1	21/01/2022	Elders Real Estate PTY LTD		\$ 350.00	L	
530	INV EMTRS 3 RENT 2022	21/01/2022	Elders Real Estate PTY LTD	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week 3 January 2022	\$ 350.00		
531	DD7277.1	25/01/2022	Telstra		\$ 1,839.17		PF
532	INV K457105080-7	12/01/2022	Telstra	VARIOUS DEPARTMENTS - Mobile Charges December 2021	\$ 1,839.17		
533	DD7279.1	24/01/2022	Department of Transport		\$ 25,886.60		
534	INV T1 21/22	24/01/2022	Department of Transport	EOD DOT 240122	\$ 25,886.60		
535	DD7280.1	25/01/2022	Department of Transport		\$ 13,538.75		
536	INV T1 21/22	25/01/2022	Department of Transport	EOD DOT 250122	\$ 13,538.75		
537	DD7288.1	27/01/2022	Department of Transport		\$ 16,360.10		
538	INV T1 21/22	27/01/2022	Department of Transport	EOD DOT 270122	\$ 16,360.10		
539	DD7289.1	27/01/2022	Easifleet		\$ 924.70		F
540	INV 153614	27/01/2022	Easifleet	FIRE - MOTOR VEHICLE EXPENSES - Lease of Holden Colorado (NGN12398) for Bushfire Risk Planning Co-Ordinator - January 2022	\$ 924.70		
541	DD7291.1	28/01/2022	Department of Transport		\$ 15,034.00		
542	INV T1 21/22	28/01/2022	Department of Transport	EOD DOT 280122	\$ 15,034.00		
543	DD7292.1	24/01/2022	WA Treasury Corporation		\$ 3,429.17		
544	INV FEES	24/01/2022	WA Treasury Corporation	VARIOUS LOANS - Accrued Guarantees Fee for Period Ending 31/12/21	\$ 3,429.17		
545	DD7295.1	31/01/2022	Aaron Joseph Cook		\$ 2,245.54		
546	INV CEO JAN 2022	31/01/2022	Aaron Joseph Cook	CEO STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent January 2022	\$ 2,245.54		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
547	DD7301.1	31/01/2022	Aware Super				
548	INV SUPER	31/01/2022	Aware Super	Superannuation contributions	\$ 12,275.51	\$ 14,345.07	
549	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 260.00		
550	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 150.00		
551	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 187.27		
552	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 347.06		
553	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 694.88		
554	INV DEDUCTION	31/01/2022	Aware Super	Payroll deductions	\$ 430.35		
555	DD7301.2	31/01/2022	Lgia Super			\$ 1,027.01	
556	INV SUPER	31/01/2022	Lgia Super	Superannuation contributions	\$ 531.96		
557	INV DEDUCTION	31/01/2022	Lgia Super	Payroll deductions	\$ 300.00		
558	INV DEDUCTION	31/01/2022	Lgia Super	Payroll deductions	\$ 195.05		
559	DD7301.3	31/01/2022	Rest Superannuation			\$ 212.52	
560	INV SUPER	31/01/2022	Rest Superannuation	Superannuation contributions	\$ 212.52		
561	DD7301.4	31/01/2022	Essential Super			\$ 215.23	
562	INV SUPER	31/01/2022	Essential Super	Superannuation contributions	\$ 215.23		
563	DD7301.5	31/01/2022	Mercer Super Trust			\$ 139.79	
564	INV SUPER	31/01/2022	Mercer Super Trust	Superannuation contributions	\$ 139.79		
565	DD7301.6	31/01/2022	Colonial First State			\$ 1,514.59	
566	INV SUPER	31/01/2022	Colonial First State	Superannuation contributions	\$ 1,339.45		
567	INV DEDUCTION	31/01/2022	Colonial First State	Payroll deductions	\$ 175.14		
568	DD7301.7	31/01/2022	Bt Super For Life			\$ 736.83	
569	INV SUPER	31/01/2022	Bt Super For Life	Superannuation contributions	\$ 633.70		
570	INV DEDUCTION	31/01/2022	Bt Super For Life	Payroll deductions	\$ 103.13		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
571	DD7301.8	31/01/2022	Care Super		\$ 503.27		
572	INV SUPER	31/01/2022	Care Super	Superannuation contributions	\$ 449.42		
573	INV DEDUCTION	31/01/2022	Care Super	Payroll deductions	\$ 53.85		
574	DD7301.9	31/01/2022	MyNorth Super		\$ 179.90		
575	INV SUPER	31/01/2022	MyNorth Super	Superannuation contributions	\$ 179.90		
576	DD7177.10	03/01/2022	MyNorth Super		\$ 179.90		
577	INV SUPER	03/01/2022	MyNorth Super	Superannuation contributions	\$ 179.90		
578	DD7177.11	03/01/2022	Guild Super		\$ 88.28		
579	INV SUPER	03/01/2022	Guild Super	Superannuation contributions	\$ 88.28		
580	DD7177.12	03/01/2022	Qsuper		\$ 400.28		
581	INV SUPER	03/01/2022	Qsuper	Superannuation contributions	\$ 400.28		
582	DD7177.13	03/01/2022	ANZ Smart Choice Super		\$ 215.67		
583	INV SUPER	03/01/2022	ANZ Smart Choice Super	Superannuation contributions	\$ 215.67		
584	DD7177.14	03/01/2022	Bt Superwrap		\$ 431.79		
585	INV DEDUCTION	03/01/2022	Bt Superwrap	Payroll deductions	\$ 114.93		
586	INV SUPER	03/01/2022	Bt Superwrap	Superannuation contributions	\$ 316.86		
587	DD7177.15	03/01/2022	Spirit Super		\$ 434.53		
588	INV DEDUCTION	03/01/2022	Spirit Super	Payroll deductions	\$ 108.63		
589	INV SUPER	03/01/2022	Spirit Super	Superannuation contributions	\$ 325.90		
590	DD7177.16	03/01/2022	Hesta Superannuation		\$ 1,235.56		
591	INV SUPER	03/01/2022	Hesta Superannuation	Superannuation contributions	\$ 1,065.56		
592	INV DEDUCTION	03/01/2022	Hesta Superannuation	Payroll deductions	\$ 170.00		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
593	DD7177.17	03/01/2022	Australiansuper		\$ 2,067.91		
594	INV DEDUCTION	03/01/2022	Australiansuper	Payroll deductions	\$ 115.86		
595	INV DEDUCTION	03/01/2022	Australiansuper	Payroll deductions	\$ 637.00		
596	INV SUPER	03/01/2022	Australiansuper	Superannuation contributions	\$ 1,315.05		
597	DD7177.18	03/01/2022	Mlc Masterkey		\$ 263.13		
598	INV SUPER	03/01/2022	Mlc Masterkey	Superannuation contributions	\$ 263.13		
599	DD7177.19	03/01/2022	Bt Super For Life		\$ 210.09		
600	INV SUPER	03/01/2022	Bt Super For Life	Superannuation contributions	\$ 210.09		
601	DD7177.20	03/01/2022	Cbus Super Fund		\$ 272.09		
602	INV SUPER	03/01/2022	Cbus Super Fund	Superannuation contributions	\$ 272.09		
603	DD7245.10	17/01/2022	MyNorth Super		\$ 179.90		
604	INV SUPER	17/01/2022	MyNorth Super	Superannuation contributions	\$ 179.90		
605	DD7245.11	17/01/2022	Guild Super		\$ 86.32		
606	INV SUPER	17/01/2022	Guild Super	Superannuation contributions	\$ 86.32		
607	DD7245.12	17/01/2022	Qsuper		\$ 2,472.02		
608	INV SUPER	17/01/2022	Qsuper	Superannuation contributions	\$ 2,472.02		
609	DD7245.13	17/01/2022	loof		\$ 62.99		
610	INV SUPER	17/01/2022	loof	Superannuation contributions	\$ 62.99		
611	DD7245.14	17/01/2022	ANZ Smart Choice Super		\$ 204.37		
612	INV SUPER	17/01/2022	ANZ Smart Choice Super	Superannuation contributions	\$ 204.37		
613	DD7245.15	17/01/2022	Bt Superwrap		\$ 466.57		
614	INV DEDUCTION	17/01/2022	Bt Superwrap	Payroll deductions	\$ 114.93		
615	INV SUPER	17/01/2022	Bt Superwrap	Superannuation contributions	\$ 351.64		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
616	DD7245.16	17/01/2022	Spirit Super		\$ 432.68		
617	INV DEDUCTION	17/01/2022	Spirit Super	Payroll deductions	\$ 108.17		
618	INV SUPER	17/01/2022	Spirit Super	Superannuation contributions	\$ 324.51		
619	DD7245.17	17/01/2022	Hesta Superannuation		\$ 1,519.58		
620	INV SUPER	17/01/2022	Hesta Superannuation	Superannuation contributions	\$ 1,349.58		
621	INV DEDUCTION	17/01/2022	Hesta Superannuation	Payroll deductions	\$ 170.00		
622	DD7245.18	17/01/2022	Australiansuper		\$ 2,262.18		
623	INV DEDUCTION	17/01/2022	Australiansuper	Payroll deductions	\$ 117.91		
624	INV DEDUCTION	17/01/2022	Australiansuper	Payroll deductions	\$ 637.00		
625	INV SUPER	17/01/2022	Australiansuper	Superannuation contributions	\$ 1,507.27		
626	DD7245.19	17/01/2022	Mlc Masterkey		\$ 249.35		
627	INV SUPER	17/01/2022	Mlc Masterkey	Superannuation contributions	\$ 249.35		
628	DD7245.20	17/01/2022	Bt Super For Life		\$ 103.32		
629	INV SUPER	17/01/2022	Bt Super For Life	Superannuation contributions	\$ 103.32		
630	DD7245.21	17/01/2022	Cbus Super Fund		\$ 356.15		
631	INV SUPER	17/01/2022	Cbus Super Fund	Superannuation contributions	\$ 356.15		
632	DD7301.10	31/01/2022	Guild Super		\$ 83.99		
633	INV SUPER	31/01/2022	Guild Super	Superannuation contributions	\$ 83.99		
634	DD7301.11	31/01/2022	ANZ Smart Choice Super		\$ 191.47		
635	INV SUPER	31/01/2022	ANZ Smart Choice Super	Superannuation contributions	\$ 191.47		
636	DD7301.12	31/01/2022	Hesta Superannuation		\$ 1,508.19		
637	INV SUPER	31/01/2022	Hesta Superannuation	Superannuation contributions	\$ 1,338.19		
638	INV DEDUCTION	31/01/2022	Hesta Superannuation	Payroll deductions	\$ 170.00		

Schedule of Accounts Paid - January 2022

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
639	DD7301.13	31/01/2022	Bt Superwrap		\$ 466.57		
640	INV DEDUCTION	31/01/2022	Bt Superwrap	Payroll deductions	\$ 114.93		
641	INV SUPER	31/01/2022	Bt Superwrap	Superannuation contributions	\$ 351.64		
642	DD7301.14	31/01/2022	Spirit Super		\$ 457.29		
643	INV DEDUCTION	31/01/2022	Spirit Super	Payroll deductions	\$ 114.32		
644	INV SUPER	31/01/2022	Spirit Super	Superannuation contributions	\$ 342.97		
645	DD7301.15	31/01/2022	Australiansuper		\$ 2,659.44		
646	INV DEDUCTION	31/01/2022	Australiansuper	Payroll deductions	\$ 111.49		
647	INV DEDUCTION	31/01/2022	Australiansuper	Payroll deductions	\$ 637.00		
648	INV SUPER	31/01/2022	Australiansuper	Superannuation contributions	\$ 1,910.95		
649	DD7301.16	31/01/2022	Mlc Masterkey		\$ 272.31		
650	INV SUPER	31/01/2022	Mlc Masterkey	Superannuation contributions	\$ 272.31		
651	DD7301.17	31/01/2022	Bt Super For Life		\$ 127.74		
652	INV SUPER	31/01/2022	Bt Super For Life	Superannuation contributions	\$ 127.74		
653	DD7301.18	31/01/2022	Cbus Super Fund		\$ 202.72		
654	INV SUPER	31/01/2022	Cbus Super Fund	Superannuation contributions	\$ 202.72		
655	DD7301.19	31/01/2022	Prime Super		\$ 603.83		
656	INV SUPER	31/01/2022	Prime Super	Superannuation contributions	\$ 603.83		
				Direct Debit Total	\$ 400,964.57		

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
Credit Card Purchases							
		CEO & EMCCS	GENERAL Credit Card Purchases				
657	DD7282.1	24/01/2022	General Credit Card Purchases		\$3,576.90		PF
658	INV FLDEC0121	30/11/2021	General Credit Card Purchases	NGN00 2019 HOLDEN ACADIA LTZ (EMDRS) (P2) - Plate Change NGN00 to 1HLP609 & New Vehicle NGN00	\$320.00		
659	INV WLDEC0421	24/12/2021	General Credit Card Purchases	CHSP - GENERAL OFFICE EXPENSES - Office Works - Protective Screen for Reception Area	\$213.95		
660	INV WLDEC0521	24/12/2021	General Credit Card Purchases	CHCP - GENERAL OFFICE EXPENSES - Medcart - 50x Face Shields	\$115.90		
661	INV WLDEC0621	13/01/2022	General Credit Card Purchases	CHCP - GENERAL OFFICE EXPENSES - Sneeze Guards - Sneeze Guards for Front Reception Desk	\$346.50		
662	INV WLDEC0721	13/01/2022	General Credit Card Purchases	CHCP - INFORMATION SYSTEMS - Xero Subscription	\$54.00		
663	INV DSDEC0121	29/11/2021	General Credit Card Purchases	ADMIN - TRAINING & DEVELOPMENT - Crown Promenade Accommodation - WALGA End of Year Function 29/11/2021	\$162.58		
664	INV DSDEC0221	01/12/2021	General Credit Card Purchases	ADMIN - ADVERTISING - Seek - Depot Admin Officer Advertising	\$313.50		
665	INV DSDEC0421	30/11/2021	General Credit Card Purchases	FIRE PREVENTION / BURNING / CONTROL - Wholesale SMS - Monthly Charges	\$17.60		
666	INV DSDEC0321	02/12/2021	General Credit Card Purchases	NGN227 2021 TOYOTA COROLA NHC (P28) - New Vehicle Licence NGN227	\$299.45		
667	INV DSDEC0521	17/12/2021	General Credit Card Purchases	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Officeworks - Certificate Frames for Australia Day Awards & Citizenships	\$200.35		
668	INV FLDEC0221	06/12/2021	General Credit Card Purchases	INFORMATION SYSTEMS - Powex Networx - Greetings Messages Homecare & Admin December 2021	\$151.80		
669	INV FLDEC0321	07/12/2021	General Credit Card Purchases	ANIMAL - EXPENSED MINOR ASSET PURCHASES - Jb Hi-Fi - 4x Armoured Lightning to USB-A Cable 1m, Belkin Car Charger & Shipping	\$228.74		
670	INV FLDEC0421	17/12/2021	General Credit Card Purchases	0NGN 2018 FORD ESCAPE (EMCCS) (P5) - Plate Change 0NGN to 1HIQ001	\$30.50		
671	INV FLDEC0521	17/12/2021	General Credit Card Purchases	0NGN 2018 FORD ESCAPE (EMCCS) (P5) - New Vehicle Registration 0NGN	\$270.10		
672	INV FL0621	21/12/2021	General Credit Card Purchases	ADMIN - PRINTING & STATIONERY - Office Works - New Chair (T. Evans)	\$448.95		
673	INV WLDEC0121	29/11/2021	General Credit Card Purchases	CHCP - CLIENT PURCHASES - Aussie Medical Supplies - 2x Call Buttons & Pager Kit	\$139.99		
674	INV WLDEC0221	24/12/2021	General Credit Card Purchases	CHSP - GENERAL OFFICE EXPENSES - Narrogin Takeaway & Cafe Bar - Fish & Chips	\$132.00		
675	INV WLDWC0321	24/12/2021	General Credit Card Purchases	CHCP - GENERAL OFFICE EXPENSES - Supercheap Auto - 200x Disposable Seat Covers	\$130.99		
				Credit Card Total	\$3,576.90		

Chq/EFT/DD	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
676							
677							
				Trust Total	\$0.00		

ABBREVIATIONS				
PF	Partially Funded		Cheque Total (Less TD)	\$0.00 0.00%
I	Insurance		Term Deposits (TD)	
F	Funded		EFT Total*	\$541,071.72 37.71%
L	Local Supplier		Payroll Total*	\$489,043.90 34.09%
R	Recoverable		Direct Debit Total	\$400,964.57 27.95%
			Credit Card Total	\$3,576.90 0.25%
			Trust Total	\$0.00 0.00%
				\$1,434,657.09 100.00%
			Total (Less Term Deposits)	\$1,434,657.09
			Local Suppliers	\$229,875.18 16.02%
			Employees	\$489,043.90 34.09%
			Combined Total	\$718,919.08 50.11%

* Please note Payroll totals

10.3.2 MONTHLY FINANCIAL REPORTS – DECEMBER 2021 AND JANUARY 2022

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	07 February 2022
Author	Lucille Munnik – Payroll/HR Officer Thomas Baldwin – Rates Officer
Authorising Officer	Alex Mulenga – Manager Corporate Services
Attachments	<ol style="list-style-type: none">1. Monthly Financial Report for the period ended 31 December 20212. Monthly Financial Report for the period ended 31 January 2022

Summary

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

Background

Council is requested to review the December 2021 and the January 2022 Monthly Financial Reports.

Consultation

Consultation has been undertaken with Executive Manager Corporate and Community Services.

Statutory Environment

Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Financial Implications

All expenditure has been approved via adoption of the 2021/22 Annual Budget or resulting from a Council resolution.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation

Comment/Conclusion

The December 2021 and January 2022 Monthly Financial Reports are presented for review.

Voting Requirements

Simple Majority.

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.008

Moved: Cr Fisher

Seconded: Cr Pomykala

That, with respect to the Monthly Financial Reports for December 2021 and January 2022, Council note the Reports as presented.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 31 DECEMBER 2021



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

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STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Annual Budget	Current Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
FOR THE PERIOD ENDED 31 DECEMBER 2021								
		\$	\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)		2,394,166	2,394,166	2,394,166	1,981,854	(412,312)	(21%)	▼
Revenue from operating activities								
General Purpose Funding - Rates		5,117,093	5,117,093	5,117,093	5,117,093	0	0%	
General Purpose Funding - Other		1,406,907	1,406,907	651,854	657,474	5,620	1%	
Governance		5,060	5,060	1,805	15,810	14,006	776%	
Law, Order and Public Safety		353,275	353,275	179,350	104,605	(74,745)	(42%)	▼
Health		19,950	19,950	9,975	11,988	2,013	20%	
Education and Welfare		2,034,745	2,034,745	1,020,810	1,338,881	318,071	31%	▲
Housing		8,363	8,363	4,120	1,956	(2,164)	(53%)	
Community Amenities		1,133,155	1,133,155	905,865	988,593	82,728	9%	
Recreation and Culture		66,916	66,916	7,581	43,905	36,324	479.2%	▲
Transport		284,138	284,138	138,888	223,724	84,837	61%	▲
Economic Services		365,849	365,849	182,875	177,348	(5,527)	(3%)	
Other Property and Services		161,900	161,900	69,550	58,659	(10,891)	(15.66%)	
		10,957,351	10,957,351	8,289,764	8,740,037	450,272	5%	
Expenditure from operating activities								
General Purpose Funding		(322,483)	(322,483)	(161,793)	(133,785)	28,008	17%	▲
Governance		(696,880)	(696,879)	(353,579)	(261,108)	92,470	26%	▲
Law, Order and Public Safety		(969,585)	(969,585)	(505,892)	(457,290)	48,602	10%	
Health		(303,363)	(303,363)	(154,629)	(132,443)	22,185	14%	▲
Education and Welfare		(1,571,411)	(1,571,411)	(799,804)	(950,785)	(150,981)	(19%)	▼
Housing		(35,823)	(35,823)	(14,830)	(12,967)	1,863	13%	
Community Amenities		(1,540,165)	(1,540,165)	(777,172)	(678,445)	98,727	13%	▲
Recreation and Culture		(3,213,503)	(3,213,503)	(1,659,810)	(1,437,534)	222,276	13%	▲
Transport		(3,869,121)	(3,869,121)	(1,939,435)	(1,606,672)	332,764	17%	▲
Economic Services		(832,006)	(832,006)	(425,589)	(330,856)	94,734	22%	▲
Other Property and Services		(148,509)	(148,509)	(137,841)	(72,919)	64,922	47.10%	▲
		(13,502,848)	(13,502,847)	(6,930,375)	(6,074,805)	855,570		
Operating activities excluded from budget								
Add back Depreciation		3,274,599	3,274,599	1,637,300	1,474,955	(162,344)	(10%)	
Adjust (Profit)/Loss on Asset Disposal	12	108,822	108,822	73,811	(1,981)	(75,792)	(103%)	▼
Adjust Employee Benefits Provision (Non-Current)		180	180	0	0	0		
Adjust Deferred Pensioner Rates (Non-Current)		0	0	0	0	0		
Movement in Leave Reserve (Added Back)		0	0	0	58	58	100%	
Adjust Rounding		0	0	0	0	0		
Amount attributable to operating activities		3,232,269	3,232,270	5,464,666	6,120,118	1,067,764		
Investing Activities								
Non-Operating Grants, Subsidies and Contributions		1,731,740	3,377,071	651,245	706,080	54,835	8%	
Purchase of Investments		0	0	0	0	0		
Land Held for Resale	11	0	0	0	0	0		
Land and Buildings	11	(2,526,000)	(2,606,000)	(1,000,000)	(350,919)	649,081	65%	▲
Plant and Equipment	11	(1,402,000)	(2,394,100)	(624,667)	(186,726)	437,941	70%	▲
Furniture and Equipment	11	(68,000)	(68,000)	(11,000)	(11,439)	(439)	100%	
Infrastructure Assets - Roads	11	(2,056,540)	(2,056,540)	(144,556)	(384,394)	(239,838)	100%	
Infrastructure Assets - Footpaths	11	(58,000)	(58,000)	0	0	0	100%	
Infrastructure Assets - Road Drainage	11	(30,000)	(30,000)	0	0	0	100%	
Infrastructure Assets - Parks and Gardens	11	(225,000)	(225,000)	(66,667)	(300)	66,367	100%	▲
Infrastructure Assets - Aerodromes	11	(99,554)	(99,554)	(15,000)	0	15,000	100%	▲
Infrastructure Assets - Other	11	(732,650)	(837,381)	(239,896)	(58,679)	181,217	76%	▲
Infrastructure Assets- Bridges	12	0	(588,000)	0	0	0		
Proceeds from Disposal of Assets	12	407,000	407,000	53,000	68,727	15,727	30%	▲
Proceeds from Sale of Investments		0	0	0	0	0	100%	
Amount attributable to investing activities		(5,059,004)	(5,178,504)	(1,397,540)	(217,650)	1,179,890		
Financing Activities								
Proceeds from New Debentures	13	500,000	500,000	500,000	0	(500,000)	100%	▼
Proceeds from Advances		0	0	0	0	0		
Repayment of Debentures	13	(206,412)	(206,412)	(97,731)	(89,329)	8,402	9%	
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	10	4,170,391	4,289,891	0	0	0		
Advances to Community Groups		0	0	0	0	0		
Transfer to Reserves	10	(2,637,245)	(2,637,245)	0	0	0		
Amount attributable to financing activities		1,826,734	1,946,234	402,269	(89,329)	(491,598)		
Net Capital		(0)	(0)	4,469,395	5,813,139	1,756,056		
Total Net Operating + Capital		(0)	(0)	4,469,395	5,813,139	1,756,056		
Closing Funding Surplus(Deficit)	3	(0)	(0)	4,469,395	5,813,139	1,756,056		

KEY INFORMATION

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

Refer to Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the current year is \$15,000 or 10% whichever is the greater.

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

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

**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. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$15,000.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
	\$	%			
Opening Funding Surplus	(412,312)	(21%)	▼	Timing	Variance in the Opening Funding Surplus balance is mainly due to audit adjustments processed after budget preparation, viz: higher LSL costs due to casuals being incorporated(\$213k), reversal of Fire grants income not received by year end(\$69k), increase in bad debts provision(\$48k), refund of unspent fire grants and sundry accruals (\$87k). Note: Adjustments to opening balance of unspent grants reserve have affected the projected closing balance. This will be corrected in the budget review.
Revenue from operating activities					
Law, Order and Public Safety	(74,745)	(42%)	▼	Timing	Timing of Receipt of Bush Fire Risk Mgt co-ordinator grant(\$176k), received in January.
Education and Welfare	318,071	31%	▲	Timing	Variance due to timing of the CHSP recurrent grant funding.
Recreation and Culture	36,324	479%	▲	Timing	Variance due to utility reimbursements from on-charge clients occurring earlier than envisaged in budget.
Transport	84,837	61%	▲	Timing	Variance due to receipt of direct road operational grant from MRWA earlier than envisaged in budget (\$154k).
Expenditure from operating activities					
General Purpose Funding	28,008	17%	▲	Timing	Variance due to timing of admin allocation expenses.
Governance	92,470	26%	▲	Timing	Variance due to timing of the audit fee, some consultancy, valuation fees, and lower depreciation on governance related assets.
Health	22,185	14%	▲	Timing	Timing of health inspection and admin expenses
Education and Welfare	(150,981)	(19%)	▼	Timing	Variance due to increase in homecare expenditure due to increased staff activity in the CHCPand CHSP programmes.
Community Amenities	98,727	13%	▲	Timing	Variance due to timing of expenditure related to waste management of \$55k (such as tip maintenance, collection/disposal, great southern waste fees etc) and \$36k other maintenance areas such as public toilets.
Recreation and Culture	222,276	13%	▲	Timing	Variance due to timing of disbursements from the community chest; for Arts Narrogin; Artwork; Australia Day, Indigenous events etc (\$86k); and timing of the parks maintenance activity(\$100k).
Transport	332,764	17%	▲	Timing	Variance due to timing of maintenance expenses on roads, footpaths, streets, bridges etc (\$260k); and timing of plant disposal losses (\$65k).
Economic Services	94,734	22%	▲	Timing	Variance mainly due to timing of operations and maintenance in tourism & area promotion (\$50k) and building control costs with potential saving in salaries (\$40k).
Other Property and Services	64,922	47%	▲	Timing	Variance mainly due to timing of private works expenditure, and public works and admin overhead allocations.
Investing Activities					
Proceeds from Disposal of Assets	15,727	30%	▲	Timing	Variance due to timing of programmed plant disposals.
Capital Acquisitions	1,109,328	53%	▲	Timing	Various capital expenditure (eg Jessie House, Railway Station project) progressing slower than expected and road plant purchases have been affected by global shortages.
Financing Activities					
Proceeds from New Debentures	(500,000)	100%	▼	Timing	Loan associated with staff housing , expected to be drawn down during April.

KEY INFORMATION

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

▲ Favourable variance

▼ Unfavourable variance

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

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

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to reporting period.
Prepared by: Manager Corporate Services
Reviewed by: Executive Manager Corporate & Community Services

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 to the extent they are not in-consistent with the *Local Government Act 1995* and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1995* and accompanying regulations. 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.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. 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.

SIGNIFICANT ACCOUNTING POLICIES

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.

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.

ROUNDING OFF FIGURES

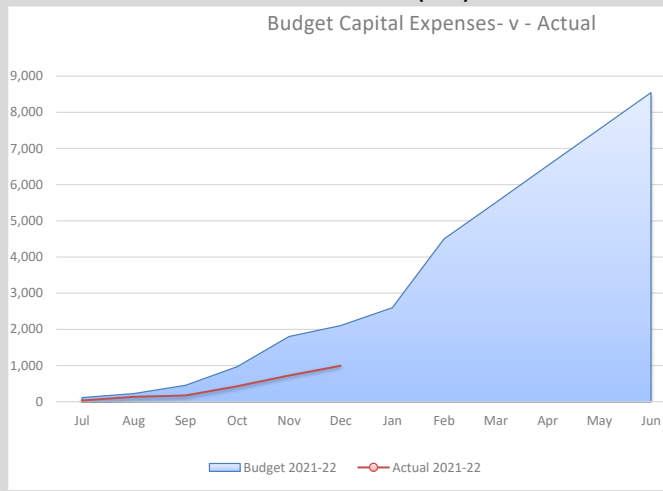
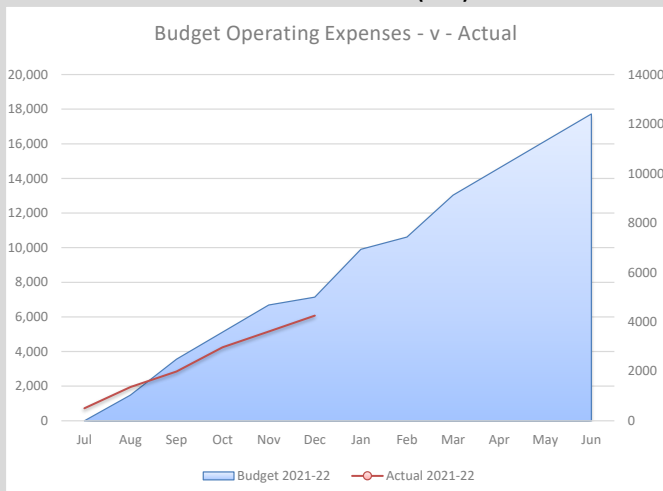
All figures shown in this statement are rounded to the nearest dollar.

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

**MONTHLY SUMMARY INFORMATION
GRAPHS**

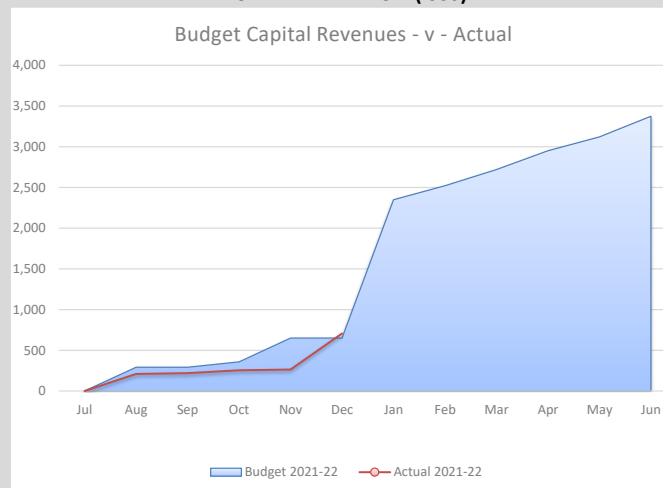
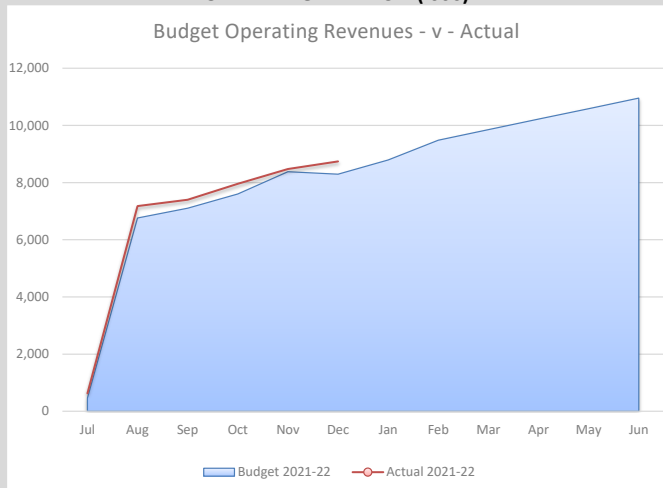
OPERATING EXPENSES ('000)

CAPITAL EXPENSES ('000)

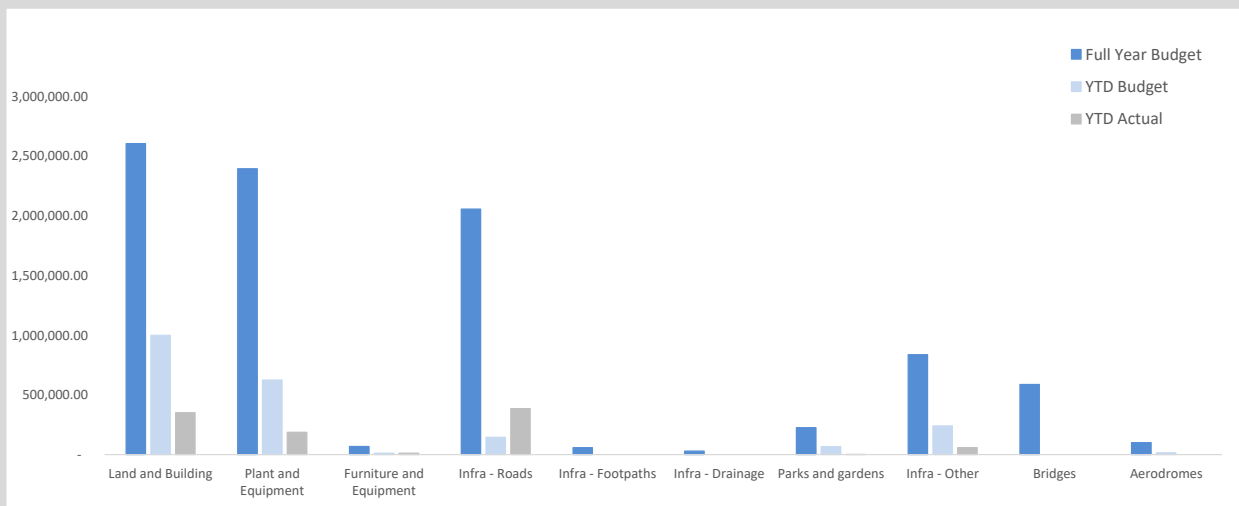


OPERATING REVENUE ('000)

CAPITAL REVENUE ('000)



CAPITAL EXPENSES BY ACTIVITY



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

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

SIGNIFICANT ACCOUNTING POLICIES

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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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.

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

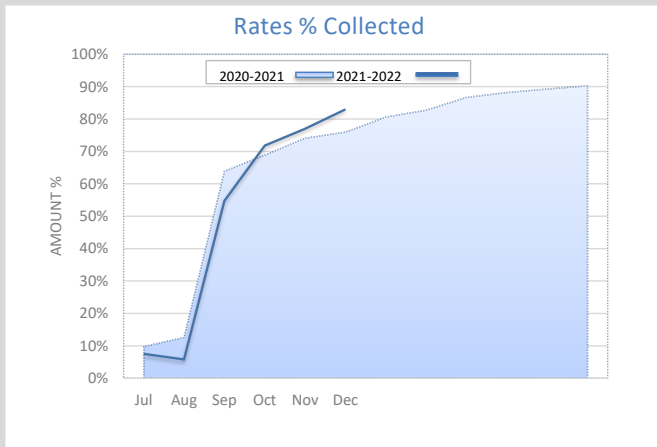
**OPERATING ACTIVITIES
RECEIVABLES**

Rates Receivable	30 Jun 21	31 Dec 21
	\$	\$
Opening Arrears Previous Years	495,899	476,999
Levied this year	3,175,827	3,238,638
Movement in Excess Rates	0	0
Domestic Refuse Collection Charges	476,713	493,189
Domestic Services (Additional)	3,164	3,744
Commercial Collection Charge	0	45,561
Commercial Collection Charge (Additional)	43,178	45,064
Total Rates and Rubbish (YTD)	5,452,101	5,710,922
<u>Less Collections to date</u>	<u>(5,471,001)</u>	<u>(4,782,619)</u>
Net Rates Collectable	476,999	1,405,302
% Collected	90.24%	83.75%
Pensioner Deferred Rates		(180,497)
Pensioner Deferred ESL		(8,464)
Total Rates and Rubbish, ESL, Excess Rates		1,216,342

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	315,426	22,185	4,167	100,932	442,710
Percentage	71%	5%	1%	23%	
Balance per Trial Balance					
Rates Pensioner Rebate Claims					1,805
GST Input					9
Provision For Doubtful Debts					(75,000)
Total Receivables General Outstanding					369,523.93
Amounts shown above include GST (where applicable)					

KEY INFORMATION

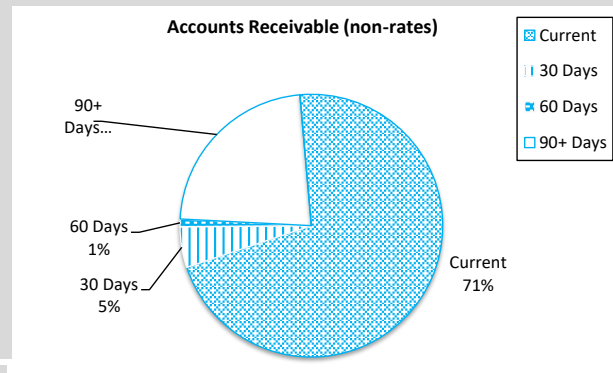
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



Collected	Rates Due
84%	\$1,216,342

SIGNIFICANT ACCOUNTING POLICIES

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 doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$369,524
Over 30 Days
29%
Over 90 Days
23%

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

OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS

FOR THE PERIOD ENDED 31 DECEMBER 2021

Current Assets

Cash Unrestricted	2,941,108	4,997,879	4,881,418
Cash Restricted - Reserves	4,677,042	4,083,830	4,677,042
Cash Restricted - Bonds/Deposits	30,003	28,710	31,253
Receivables - Rates and Rubbish, ESL, Excess Rates	288,039	1,249,600	1,216,342
Receivables - Other	96,492	116,007	369,524
Inventories	9,960	17,676	40,874

Less: Current Liabilities

Payables	(961,258)	(487)	(336,161)
Loan Liability	(197,212)	(92,091)	(107,883)
Provisions	(783,461)	(711,328)	(749,986)
	(1,941,931)	(803,906)	(1,194,029)

Net Current Asset Position

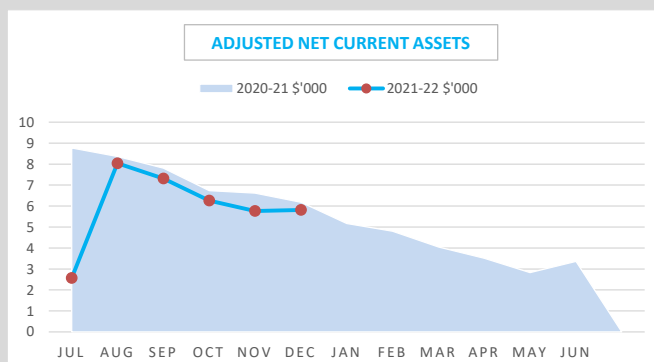
	6,100,712	9,689,797	10,022,423
Less: Cash Restricted	(4,677,042)	(4,083,830)	(4,677,042)
Add Back: Component of Leave Liability not Required to be funded	360,972	360,583	361,045
Add Back: Current Loan Liability	197,212	92,091	107,883
Adjustment for Trust Transactions Within Muni	0	(12,775)	(1,170)

Net Current Funding Position

	Last Years Closing 30 Jun 2021	This Time Last Year 31 Dec 2020	Year to Date Actual 31 Dec 2021
	\$	\$	\$
	8,042,643	10,493,703	11,216,452
	(1,941,931)	(803,906)	(1,194,029)
	6,100,712	9,689,797	10,022,423
	(4,677,042)	(4,083,830)	(4,677,042)
	360,972	360,583	361,045
	197,212	92,091	107,883
	0	(12,775)	(1,170)
	1,981,854	6,045,866	5,813,139

SIGNIFICANT ACCOUNTING POLICIES

Please see page 5 for information on significant accounting policies relating to Net Current Assets.



KEY INFORMATION

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

Year YTD Actual

Surplus(Deficit)

\$5.81 M

This Time Last Year

Surplus(Deficit)

\$6.05 M

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

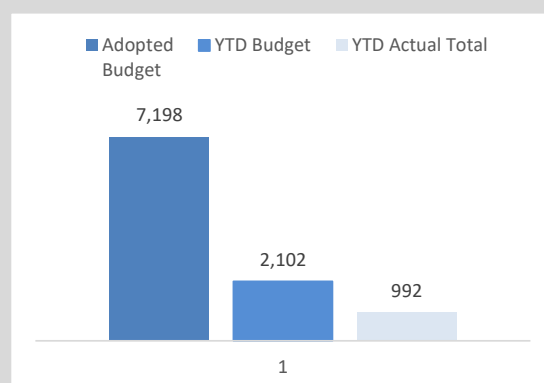
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	2,526,000	2,606,000	1,000,000	350,919	649,081
Plant & Equipment	1,402,000	2,394,100	624,667	186,726	442,926
Furniture & Equipment	68,000	68,000	11,000	11,439	(439)
Roads	2,056,540	2,056,540	144,556	384,394	(239,838)
Footpaths	58,000	58,000	0	0	0
Road Drainage	30,000	30,000	0	0	0
Infrastructure- Bridges	0	588,000	0	0	0
Other Infrastructure	732,650	837,381	239,896	58,679	181,217
Parks and Gardens	225,000	225,000	66,667	300	66,367
Aerodromes	99,554	99,554	15,000	0	15,000
Capital Expenditure Totals	7,197,744	8,962,575	2,101,785	992,457	1,114,313

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.

KEY INFORMATION



Acquisitions	Current Annual Budget	Current Budget	YTD Actual	% Spent
	\$7.2 M	\$8.96 M	\$.99 M	11%

To be read in conjunction with Strategic Projects Tracker

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion		Level of completion indicator, please see table at the end of this note for further detail.							
		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)	
				\$	\$	\$	\$	\$	
Capital Expenditure									
Land and Buildings									
0.00		Hacc-Jessie house	4080360	BC052	900,000	900,000	0	3,000	(3,000)
0.01		Staff Housing	4090150	BC100	500,000	580,000	0	5,000	(5,000)
		Smith St Public toilets(Coles Carpark)	4100850	BC132	0	0	0	0	(0)
0.00		Town Hall (Federal St) Building Capital	4110160	BC156	30,000	30,000	15,000	0	15,000
0.21		Town Hall (Federal St) Fire Panel replacement	4110160	BC155	25,000	25,000	25,000	5,174	19,826
0.90		Town Hall Parapet Wall concrete Capping	4110160	BC180	20,000	20,000	20,000	18,000	2,000
0.00		NRLC Building Cap-Architectural Planning Study Concept Plan	4110260	BC165	20,000	20,000	0	0	0
0.81		Heritage- Laptop Upgrade for heritage Court House Museum	4110650	PE061	2,000	2,000	1,000	1,627	(627)
0.01		ANZAC war memorial repair & restoration	4110660	BC203	50,000	50,000	50,000	600	49,400
0.00		Fitout of Railway Station Building	4110660	BC207	50,000	50,000	50,000	0	50,000
0.00		Museum Restoration as per conservation Report	4110660	BC201	60,000	60,000	30,000	0	30,000
0.40		COM AMEN - Building (Capital) - CBD Ablution Upgrades	4100850	BC267	110,000	110,000	110,000	44,363	65,637
0.00		NRLC Building Capital 2018-19	4110260	BC161	40,000	40,000	0	0	0
0.00		Library - Stage 2	4110560	IO080B	20,000	20,000	0	0	0
0.44		Railway Station Resotration COVID recovery project	4110660	BC202	389,000	389,000	389,000	172,829	216,171
0.32		Caravan Park- Renewal Development including reseal	4130260	BC237	310,000	310,000	310,000	100,156	209,844
					2,526,000	2,606,000	1,000,000	350,919	649,081
Plant and Equipment									
0.00		Acquisition of Incident Control Vehicle	4050255	PA950	0	881,900	0	0	0
0.00		Acquisition of General Rescue Utility	4050255	PA951	0	110,200	0	0	0
		Lifting Ramp NO05	4050355	PE057	0	0	0	4,985	
0.35		CHCP- new Mitsubishi Outlander P10	4080455	PA010B	38,000	38,000	38,000	13,305	24,695
0.00		CHCP- new Toyota Camry P15	4080455	PA015B	28,000	28,000	28,000	0	28,000
0.00		CHCP- new fleet vehicle	4080455	PA071A	25,000	25,000	25,000	0	25,000
0.00		NGN219 CATS Vehicle 2021	4080750	PA014H	25,000	25,000	25,000	0	25,000
0.82		NGN00 EMDRS Vehicle 2021(1)	4100655	PA002L	55,000	55,000	55,000	45,292	9,708
0.00		NRLC-Manual Pool Vacuum	4110255	PE071	5,000	5,000	5,000	0	5,000
0.00		NRLC-Capital Emergency Reparis eg - Pool Filters-YMCA	4110255	PE072	96,000	96,000	32,000	0	32,000
0.00		NRLC-Capital Emergency Reparis eg - Pool Liner-YMCA	4110255	PE073	80,000	80,000	26,667	0	26,667
0.00		NRLC-Capital Emergency Reparis eg - Boiler-YMCA	4110255	PE074	75,000	75,000	25,000	0	25,000
0.00		ONO EMTRS Vehicle 2021 (1)	4120350	PA700L	55,000	55,000	0	0	0
0.00		Multi Tyre Roller (p8517)	4120350	PA8517	170,000	170,000	0	0	0
0.00		Flocon (p8215) Roadsealing - Trade old Flocon and purchase new	4120350	PA8215	350,000	350,000	0	0	0
0.00		Toro Lawn Mower (p59)	4120350	PA059A	35,000	35,000	0	0	0
0.00		Leading Hand Parks 4*4 vehicle (p21)	4120350	PA021B	35,000	35,000	35,000	0	35,000
0.98		MO Vehicle (p967)	4120350	PA967H	55,000	55,000	55,000	53,879	1,121
0.00		Construction Foreman 4x4 Vehicle (p8164)	4120350	PA8164B	45,000	45,000	45,000	0	45,000
0.00		Maintenance Foreman 4x4 Vehicle (p26)	4120350	PA026C	45,000	45,000	45,000	0	45,000
0.00		Parks Utility (p17)	4120350	PA017B	30,000	30,000	30,000	0	30,000
0.74		Building Surveyor Vehicle (p6)	4130350	PA006C	30,000	30,000	30,000	22,291	7,709
0.00		CEO Vehicle (p1)	4140585	PA001K	70,000	70,000	70,000	0	70,000
0.83		ONgn Emccs Vehicle 2019(2)	4140585	PA005K	55,000	55,000	55,000	45,496	9,504
1.00		NGN 0 MLC Vehicle 2018	4140655	PA004D	0	0	0	0	0

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion		Level of completion indicator, please see table at the end of this note for further detail.						
		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)
				1,402,000	2,394,100	624,667	186,726	442,926
		Furniture and Equipment						
1.00		Governance Furniture & Equipment Replacements	4040250	FE028	0	0	81	(81)
		Admin Building CCTV	4040250	FE035	11,000	11,000	11,359	(359)
0.00		Altus HR system	4140580	FE101	57,000	57,000	0	0
				68,000	68,000	11,000	11,439	(439)
		Infrastructure - Roads						
1.00		Earl Street - Renewal (Local)	4120165	IR002	0	0	0	0
1.00		Moss Street - Upgrade (Local)	4120165	IR130	0	0	0	0
1.00		Whinbin Rock Road - Renewal (Rural)	4120165	IR205	0	0	0	0
1.00		Wagin-Wickepin Road - Renewal (Local)	4120165	IR207	0	0	205	(205)
1.00		Dongolocking Road - Upgrade (Rural)	4120165	IR209	0	0	0	0
1.00		Narrakine Road South - Upgrade (Rural)	4120165	IR221	0	0	0	0
1.00		Parks Road Renewal (Capital)	4120165	IR281	0	0	0	0
1.00		Graham Road - Renewal (Local)	4120165	IR303	0	0	0	0
1.00		Street Tree Capital	4120165	IRTREE	0	0	0	0
1.00		Preliminary Realignment Survey and Design - Wanerie Road & Cooramining Road T Section	4120165	IR271A	0	0	0	0
0.00		Wandering Road - Stabilise Defects	4120165	IR332	92,996	92,996	0	0
0.00		Leak St - New Seal over gravel	4120165	IR108	22,574	22,574	0	0
0.00		Chipper St -New Seal over gravel	4120165	IR106	21,410	21,410	0	0
0.00		Quigley st- New Seal over gravel	4120165	IR088	22,950	22,950	0	0
0.00		Narrogin Valley Rd - New Seal over gravel	4120165	IR212	139,916	139,916	0	0
0.06		Chomley Rd - Gravel re sheet	4120165	IR213	75,658	75,658	4,380	(4,380)
0.00		Spriggs Rd -Gravel re sheet	4120165	IR258	99,498	99,498	0	0
0.00		Cannell Rd - Gravel re sheet	4120165	IR336	161,230	161,230	0	0
0.29		Booth St - Gravel re sheet	4120165	IR065	25,060	25,060	7,320	(7,320)
0.00		Marrumucking Rd - Gravel re sheet	4120165	IR261	100,648	100,648	0	0
1.00		Narrogin Entry Road Street Tree Planting	4120165	ITREE	0	0	0	0
1.00		Bannister St Renewal (R2R)	4120166	R2R003	0	0	0	0
1.00		Bunbury St Renewal (R2R)	4120166	R2R006	0	0	0	0
1.00		Smith Street - Renewal (Local) (R2R)	4120166	R2R020	0	0	0	0
1.00		Homer Street - Renewal (Local) (R2R)	4120166	R2R024	0	0	0	0
1.00		Gregory St Renewal (R2R)	4120166	R2R026	0	0	0	0
1.00		Hansard Street - Renewal (Local) (R2R)	4120166	R2R028	0	0	0	0
1.00		Heath Street - Renewal (Local) (R2R)	4120166	R2R040	0	0	0	0
1.00		Scotts St Renewal (R2R)	4120166	R2R049	0	0	0	0
1.00		Francis Street - Renewal (Local) (R2R)	4120166	R2R054	0	0	0	0
1.00		Grainger St Renewal (R2R)	4120166	R2R071	0	0	0	0
1.00		Olden St Renewal (R2R)	4120166	R2R078	0	0	0	0
1.00		Keally St Renewal (R2R)	4120166	R2R087	0	0	0	0
1.00		Yale Pl Renewal (R2R)	4120166	R2R091	0	0	0	0
1.00		Hughes St Renewal (R2R)	4120166	R2R092	0	0	0	0
1.00		William Kennedy Way Renewal (R2R)	4120166	R2R100	0	0	0	0
1.00		Narrakine Road - Renewal (R2R)	4120166	R2R112C	0	0	0	0
1.00		Parry Crt Renewal (R2R)	4120166	R2R115	0	0	0	0
1.00		Congelin Rd Renewal (R2R)	4120166	R2R203	0	0	0	0
0.00		Congelin Narrogin Rd	4120166	R2R202	30,395	30,395	0	0
0.00		Florence Ave	4120166	R2R110	4,245	4,245	0	0
0.00		Goldsmith St	4120166	R2R053	3,520	3,520	0	0
0.00		Lavator St	4120166	R2R283	60,245	60,245	0	0
0.00		Normans Lake Siding Rd Renewal (R2R)	4120166	R2R255	65,125	65,125	0	0
0.00		Narrogin-Harrismith Road - Renewal (Local) (R2R)	4120166	R2R331	44,720	44,720	0	0
0.00		Ried Rd Renewal (R2R)	4120166	R2R333	48,845	48,845	0	0
0.00		Sagar St	4120166	R2R086	4,195	4,195	0	0
0.00		Scadden St	4120166	R2R070	21,355	21,355	0	0

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion

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

		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)
0.00	Tarwonga Rd	4120166	R2R204	35,845	35,845	0	0	0
0.00	Tuhoy St	4120166	R2R127	2,355	2,355	0	0	0
0.00	Wald St	4120166	R2R113	3,255	3,255	0	0	0
0.00	Earl St	4120166	R2R002B	51,000	51,000	0	0	0
	Wagin-Wickepin Road - Renewal (Rural) (RRG)	4120167	RRG207	550,899	550,899	144,556	372,489	(227,934)
	Narrogin Harrismith - Stabilise defects	4120167	RRG331	236,601	236,601	0	0	0
0.00	Tarwonga Road Black Spot	4120167	RBS204	132,000	132,000	0	0	0
				2,056,540	2,056,540	144,556	384,394	(239,838)
	Infrastructure - Footpaths							
	Ensign St Footpath	4120175	IF003	50,000	50,000	0	0	0
	Concrete Paths For Wilbur Park	4120175	IF053	8,000	8,000	0	0	0
				58,000	58,000	0	0	0
	Infrastructure - Drainage							
0.00	Drainage Easement Falcon St	4120180	ID000	30,000	30,000	0	0	0
				30,000	30,000	0	0	0

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion		Level of completion indicator, please see table at the end of this note for further detail.							
		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)	
							0	0	
		Infrastructure - Bridges							
		Tarwonga Rd Bridge 4551	4120181	IB204	0	192,000	0	0	
0.00		Whinbin Rock Rd Bridge 3125	4120181	IB205	0	396,000	0	0	
				0	588,000	0	0	0	
		Infrastructure - Other							
1.09		TWIS Dams	4100350	IO078	51,500	51,500	51,500	55,910	(4,410)
0.02		Cemetery Upgrade	4100860	IO026	138,960	138,960	0	2,715	(2,715)
		LED Lighting Upper Great Southern Hockey Association	4110265	IO164	330,000	409,000	136,332	0	136,332
		May St Stormwater Catchment Dam	4110365	IO180	169,190	169,190	0	0	0
		Public Arts projects identified by Townscape committee	4110860	IO113	25,000	25,000	8,333	0	8,333
0.00		Projects NEXIS (Capital)	4100860	IO150	8,000	8,000	8,000	0	8,000
0.00		Acquisition of Fast Fill Trailer	4050155	PA952	0	7,000	7,000	0	7,000
0.00		Narrogin Central BFB 120,000L Water Tank	4050165	IO134	0	8,919	8,919	0	8,919
0.00		Nomans Lake BFB 110,000L Water Tank	4050165	IO135	0	9,812	9,812	0	9,812
0.00		Water Pump For Depot Tanks - 3 Phase/ 3inch Transfer Pump	4120466	PE081	10,000	10,000	10,000	0	10,000
1.00		Caravan Park Resealing, Line Marking	4130265	IO081	0	0	0	0	0
				732,650	837,381	239,896	58,679	181,217	
		Infrastructure - Parks & Gardens							
0.00		Electric BBQ For Highbury near Tennis Courts	4110360	IO124	10,000	10,000	0	0	0
0.00		Parks Naming Project	4110360	IO128	15,000	15,000	0	0	0
0.00		Walk Cycle & Mountain Bike Trails Projects	4110360	IO129	200,000	200,000	66,667	300	66,367
				225,000	225,000	66,667	300	66,367	
		Infrastructure - Aerodromes							
		RADS Grant Narrogin Airport Patient Transfer Apron	4120460	BC220	69,554	69,554	0	0	0
		Narrogin airport-Patient transfer facility	4120460	BC221	30,000	30,000	15,000	0	15,000
				99,554	99,554	15,000		15,000	
		Grand Total			7,197,744	8,962,575	2,101,785	992,457	1,114,313

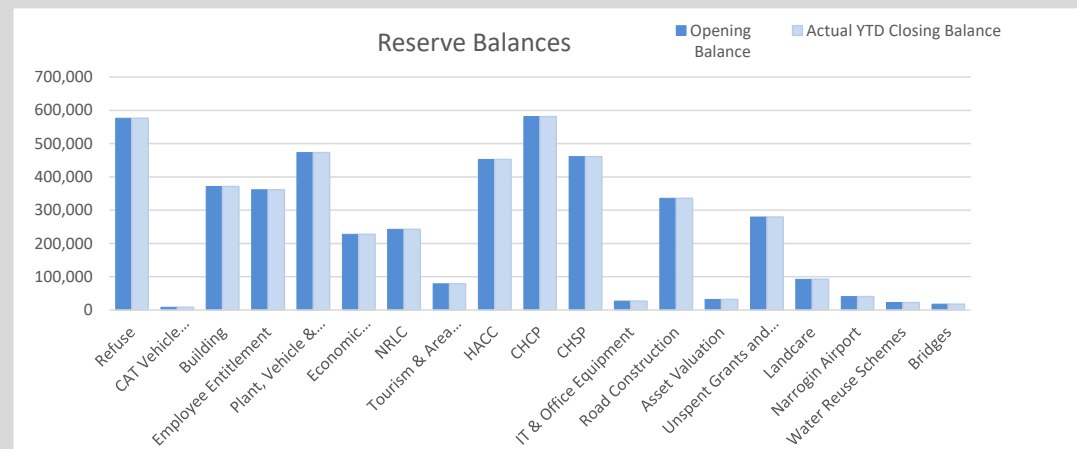
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2021**

**OPERATING ACTIVITIES
CASH AND INVESTMENTS**

Cash Backed Reserve

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Current Budget Transfers In (+)	Actual Transfers In (+)	Current Budget Transfers Out (-)	Actual Transfers Out (-)	Current Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Refuse	575,868	280	103	38,737	0	23,848	0	591,037	575,971
CAT Vehicle Replacement	8,492	0	1	8,000	0	10,000	0	6,492	8,494
Building	371,259	180	100	0	0	276,000	0	95,439	371,359
Employee Entitlement	360,972	180	73	0	0	0	0	361,152	361,045
Plant, Vehicle & Equipment	472,848	230	84	425,000	0	677,000	0	221,078	472,931
Economic Development	227,267	110	48	0	0	200,000	0	27,377	227,315
NRLC	242,045	120	61	100,120	0	290,500	0	51,785	242,106
Tourism & Area Promotion	78,606	30	17	0	0	0	0	78,636	78,623
HACC	452,086	134	100	0	0	448,243	0	900,463	452,186
CHCP	581,385	280	44	759,634	0	994,907	0	346,392	581,429
CHSP	460,965	230	67	1,223,070	0	873,384	0	810,881	461,032
IT & Office Equipment	26,396	10	22	0	0	20,000	0	6,406	26,418
Road Construction	335,365	160	66	0	0	0	0	335,525	335,431
Asset Valuation	31,879	10	7	0	0	0	0	31,889	31,886
Unspent Grants and Contributions	279,296	280	39	0	0	376,435	0	(96,859)	279,335
Landcare	92,469	40	20	0	0	25,000	0	67,509	92,489
Narrogin Airport	40,198	20	0	15,000	7	0	0	55,218	40,205
Water Reuse Schemes	22,145	0	0	17,500	0	35,000	0	4,645	22,145
Bridges	17,500	10	0	48,000	0	39,574	0	25,936	17,500
	4,677,041	2,304	852	2,635,061	7	4,289,891	0	3,921,001	4,677,900

KEY INFORMATION



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

BUDGET AMENDMENTS

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

Date	GL / Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
22/09/2021	PA950	Acquisition of Incident Control Vehicle	0921.006	Capital Expenditure			(881,900)	(881,900)
22/09/2021	PA951	Acquisition of General Rescue Utility	0921.006	Capital Expenditure			(110,200)	(992,100)
22/09/2021	3050202	ESL - SES Capital Grant GEN	0921.006	Capital Income		992,100		0
22/09/2021	PA952	Acquisition of Fast Fill Trailer	0921.006	Capital Expenditure			(7,000)	(7,000)
22/09/2021	IO134	Narrogin Central BFB 120,000L Water Tank	0921.006	Capital Expenditure			(8,919)	(15,919)
22/09/2021	IO135	Nomans Lake BFB 110,000L Water Tank	0921.006	Capital Expenditure			(9,812)	(25,731)
22/09/2021	5050152	FIRE - Grants GEN	0921.006	Capital Income		25,731		0
22/09/2021	IB205	Whinbin Rock Rd Bridge 3125	0921.006	Capital Expenditure			(192,000)	(192,000)
22/09/2021	IB204	Tarwonga Rd Bridge 4551	0921.006	Capital Expenditure			(396,000)	(588,000)
22/09/2021	3120112	ROADC - Other Grants - Roads/Streets GEN	0921.006	Capital Income		588,000		0
24/11/2021	IO164	LED Lighting Upper Great Southern Hockey Association	1124.01	Capital Expenditure			(79,000)	(79,000)
24/11/2021	3110230	NRLC - Contributions & Donations GEN	1124.01	Capital Income		39,500		(39,500)
24/11/2021	5110253	NRLC - Transfers from Reserve GEN	1124.01	Capital Income		39,500		0
15/12/2021	BC100	Staff Housing Building (Capital)	1215.008	Capital Expenditure			(80,000)	(80,000)
15/12/2021	5090160	STF HOUSE - Transfer from Reserves	1215.008	Capital Income		80,000		0

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 31 JANUARY 2022



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

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STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Annual Budget	Current Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
FOR THE PERIOD ENDED 31 DECEMBER 2021								
		\$	\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)		2,394,166	2,394,166	2,394,166	1,981,854	(412,312)	(21%)	▼
Revenue from operating activities								
General Purpose Funding - Rates		5,117,093	5,117,093	5,117,093	5,117,093	0	0%	
General Purpose Funding - Other		1,406,907	1,406,907	666,929	663,944	(2,985)	(0%)	
Governance		5,060	5,060	1,813	15,901	14,088	777%	
Law, Order and Public Safety		353,275	353,275	315,729	233,634	(82,095)	(26%)	▼
Health		19,950	19,950	11,638	16,385	4,748	41%	
Education and Welfare		2,034,745	2,034,745	1,369,411	1,404,773	35,362	3%	
Housing		8,363	8,363	4,807	2,790	(2,017)	(42%)	
Community Amenities		1,133,155	1,133,155	943,747	1,005,885	62,138	7%	
Recreation and Culture		66,916	66,916	61,021	59,422	(1,599)	-2.6%	
Transport		284,138	284,138	155,557	223,724	68,168	44%	▲
Economic Services		365,849	365,849	213,454	205,391	(8,062)	(4%)	
Other Property and Services		161,900	161,900	81,142	63,113	(18,029)	(22.22%)	▼
		10,957,351	10,957,351	8,942,339	9,012,056	69,717	1%	
Expenditure from operating activities								
General Purpose Funding		(322,483)	(322,483)	(190,675)	(158,659)	32,016	17%	▲
Governance		(696,880)	(696,879)	(399,537)	(325,406)	74,131	19%	▲
Law, Order and Public Safety		(969,585)	(969,585)	(594,442)	(529,946)	64,497	11%	▲
Health		(303,363)	(303,363)	(186,184)	(154,915)	31,268	17%	▲
Education and Welfare		(1,571,411)	(1,571,411)	(957,015)	(1,100,079)	(143,064)	(15%)	▼
Housing		(35,823)	(35,823)	(24,252)	(15,145)	9,107	38%	
Community Amenities		(1,540,165)	(1,540,165)	(916,608)	(811,026)	105,582	12%	▲
Recreation and Culture		(3,213,503)	(3,213,503)	(1,922,166)	(1,697,240)	224,927	12%	▲
Transport		(3,869,121)	(3,869,121)	(2,279,246)	(1,897,256)	381,990	17%	▲
Economic Services		(832,006)	(832,006)	(498,592)	(387,278)	111,314	22%	▲
Other Property and Services		(148,509)	(148,509)	(217,141)	(23,869)	193,272	89.01%	▲
		(13,502,848)	(13,502,847)	(8,185,859)	(7,100,819)	1,085,040		
Operating activities excluded from budget								
Add back Depreciation		3,274,599	3,274,599	1,910,183	1,726,711	(183,473)	(10%)	
Adjust (Profit)/Loss on Asset Disposal	12	108,822	108,822	86,113	(1,981)	(88,094)	(102%)	▼
Adjust Employee Benefits Provision (Non-Current)		180	180	0	0	0		
Adjust Deferred Pensioner Rates (Non-Current)		0	0	0	0	0		
Movement in Leave Reserve (Added Back)		0	0	0	58	58	100%	
Adjust Rounding		0	0	0	0	0		
Amount attributable to operating activities		3,232,269	3,232,270	5,146,941	5,617,878	883,248		
Investing Activities								
Non-Operating Grants, Subsidies and Contributions		1,731,740	3,377,071	1,213,145	706,080	(507,065)	(42%)	▼
Purchase of Investments		0	0	0	0	0		
Land Held for Resale	11	0	0	0	0	0		
Land and Buildings	11	(2,526,000)	(2,606,000)	(1,179,333)	(418,177)	761,157	65%	▲
Plant and Equipment	11	(1,402,000)	(2,394,100)	(682,556)	(243,661)	438,894	64%	▲
Furniture and Equipment	11	(68,000)	(68,000)	(11,000)	(11,439)	(439)	100%	
Infrastructure Assets - Roads	11	(2,056,540)	(2,056,540)	(813,669)	(443,045)	370,624	100%	▲
Infrastructure Assets - Footpaths	11	(58,000)	(58,000)	(19,333)	0	19,333	100%	▲
Infrastructure Assets - Road Drainage	11	(30,000)	(30,000)	(30,000)	0	30,000	100%	▲
Infrastructure Assets - Parks and Gardens	11	(225,000)	(225,000)	(92,222)	(24,130)	68,092	100%	▲
Infrastructure Assets - Aerodromes	11	(99,554)	(99,554)	(43,185)	0	43,185	100%	▲
Infrastructure Assets - Other	11	(732,650)	(837,381)	(390,835)	(71,288)	319,546	82%	▲
Infrastructure Assets- Bridges	12	0	(588,000)	0	0	0		
Proceeds from Disposal of Assets	12	407,000	407,000	63,000	88,500	25,500	40%	▲
Proceeds from Sale of Investments		0	0	0	0	0	100%	
Amount attributable to investing activities		(5,059,004)	(5,178,504)	(1,985,988)	(417,160)	1,568,828		
Financing Activities								
Proceeds from New Debentures	13	500,000	500,000	500,000	0	(500,000)	100%	▼
Proceeds from Advances		0	0	0	0	0		
Repayment of Debentures	13	(206,412)	(206,412)	(102,540)	(94,138)	8,402	9%	
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	10	4,170,391	4,289,891	0	0	0		
Advances to Community Groups		0	0	0	0	0		
Transfer to Reserves	10	(2,637,245)	(2,637,245)	0	0	0		
Amount attributable to financing activities		1,826,734	1,946,234	397,460	(94,138)	(491,598)		
Net Capital		(0)	(0)	3,558,414	5,106,580	1,960,478		
Total Net Operating + Capital		(0)	(0)	3,558,414	5,106,580	1,960,478		
Closing Funding Surplus(Deficit)	3	(0)	(0)	3,558,414	5,106,580	1,960,478		

KEY INFORMATION

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

Refer to Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the current year is \$15,000 or 10% whichever is the greater.

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022**

**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. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$15,000.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
	\$	%			
Opening Funding Surplus	(412,312)	(21%)	▼	Timing	Variance in the Opening Funding Surplus balance is mainly due to audit adjustments processed after budget preparation, viz: higher LSL costs due to casuals being incorporated(\$213k), reversal of Fire grants income not received by year end(\$69k), increase in bad debts provision(\$48k), refund of unspent fire grants and sundry accruals (\$87k). Note: Adjustments to opening balance of unspent grants reserve have affected the projected closing balance. This will be corrected in the budget review.
Revenue from operating activities					
Law, Order and Public Safety	(82,095)	(26%)	▼	Timing	Timing of Receipt of Bush Fire Risk Mgt co-ordinator grant(\$176k), received in January.
Transport	68,168	44%	▲	Timing	Variance due to receipt of direct road operational grant from MRWA earlier than envisaged in budget (\$154k).
Other Property and Services	(18,029)	(22%)	▼	Timing	Timing of private works income. being less than budget by (\$60k).
Expenditure from operating activities					
General Purpose Funding	32,016	17%	▲	Timing	Variance due to timing of admin allocation expenses.
Governance	74,131	19%	▲	Timing	Variance due to timing of audit fees, some consultancy, valuation fees, and lower depreciation on governance related assets.
Law, Order and Public Safety	64,497	11%	▲	Timing	Variance mainly due to timing of operational expenses related to animal control overheads and allocations
Health	31,268	17%	▲	Timing	Timing of health inspection and admin expenses
Education and Welfare	(143,064)	(15%)	▼	Timing	Variance due to increase in homecare expenditure due to increased staff activity in the CHCPand CHSP programmes .
Community Amenities	105,582	12%	▲	Timing	Variance due to timing of expenditure related to waste management of \$65k (such as tip maintenance, collection/disposal, great southern waste fees etc) and \$36k other maintenance areas such as public toilets.
Recreation and Culture	224,927	12%	▲	Timing	Variance due to timing of disbursements from the community chest; for Arts Narrogin; Artwork; Australia Day, Indigenous events etc (\$86k); and timing of the parks maintenance activity(\$120k).
Transport	381,990	17%	▲	Timing	Variance due to timing of maintenance expenses on roads, footpaths, streets, bridges etc (\$260k); and timing of plant disposal losses (\$65k).
Economic Services	111,314	22%	▲	Timing	Variance mainly due to timing of operations and maintenance in tourism & area promotion (\$50k) and building control costs with potential saving in salaries (\$48k).
Other Property and Services	193,272	89%	▲	Timing	Variance mainly due to timing of private works expenditure, and public works and admin overhead allocations.
Investing Activities					
Non-operating Grants, Subsidies and Contributions	(507,065)	(42%)	▼	Timing	Variance due to timing of NRLC grants and contributions (\$287k) and Recreation grants (200k).
Proceeds from Disposal of Assets	25,500	40%	▲	Timing	Variance due to timing of programmed plant disposals.
Capital Acquisitions	2,050,393	63%	▲	Timing	Various capital expenditure (eg Jessie House, Railway Station project) progressing slower than expected and road plant purchases have been affected by global shortages.
Financing Activities					
Proceeds from New Debentures	(500,000)	100%	▼	Timing	Loan associated with staff housing , expected to be drawn down during April.

KEY INFORMATION

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

▲ Favourable variance

▼ Unfavourable variance

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JANUARY 2022**

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to reporting period.
Prepared by: Manager Corporate Services
Reviewed by: Executive Manager Corporate & Community Services

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 to the extent they are not in-consistent with the *Local Government Act 1995* and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1995* and accompanying regulations. 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.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. 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.

SIGNIFICANT ACCOUNTING POLICIES

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.

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.

ROUNDING OFF FIGURES

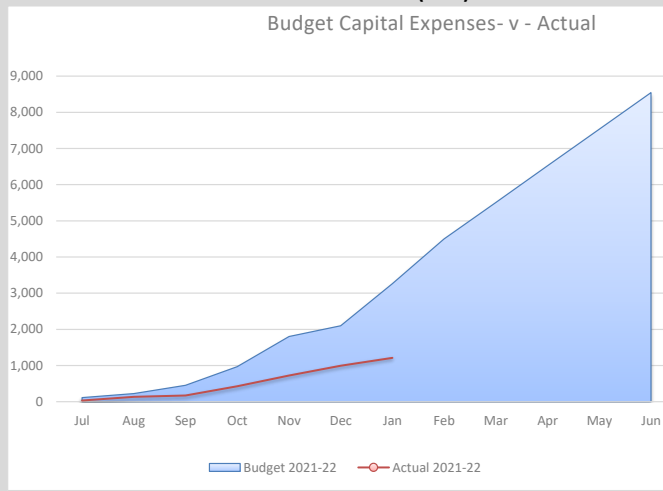
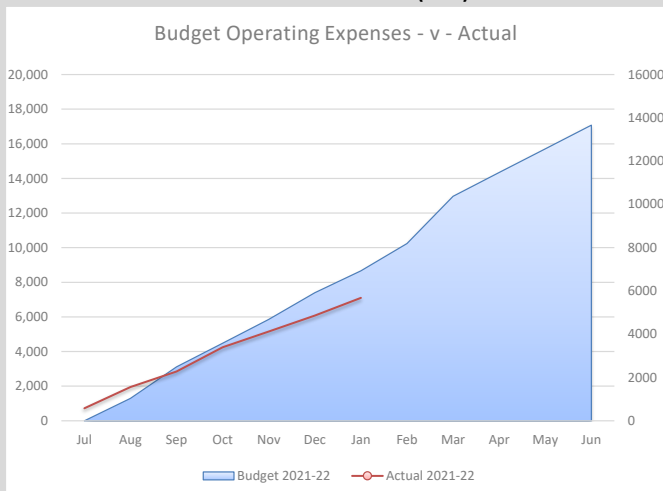
All figures shown in this statement are rounded to the nearest dollar.

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JANUARY 2022**

**MONTHLY SUMMARY INFORMATION
GRAPHS**

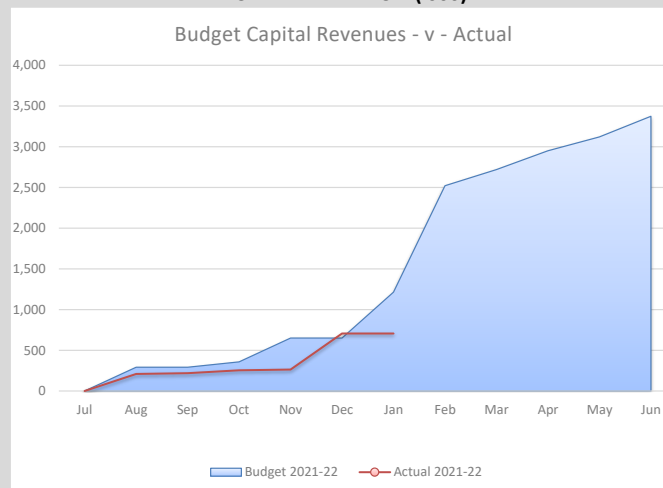
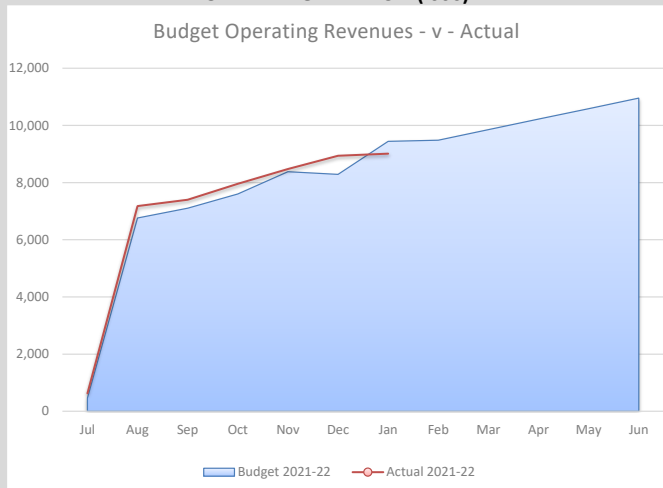
OPERATING EXPENSES ('000)

CAPITAL EXPENSES ('000)

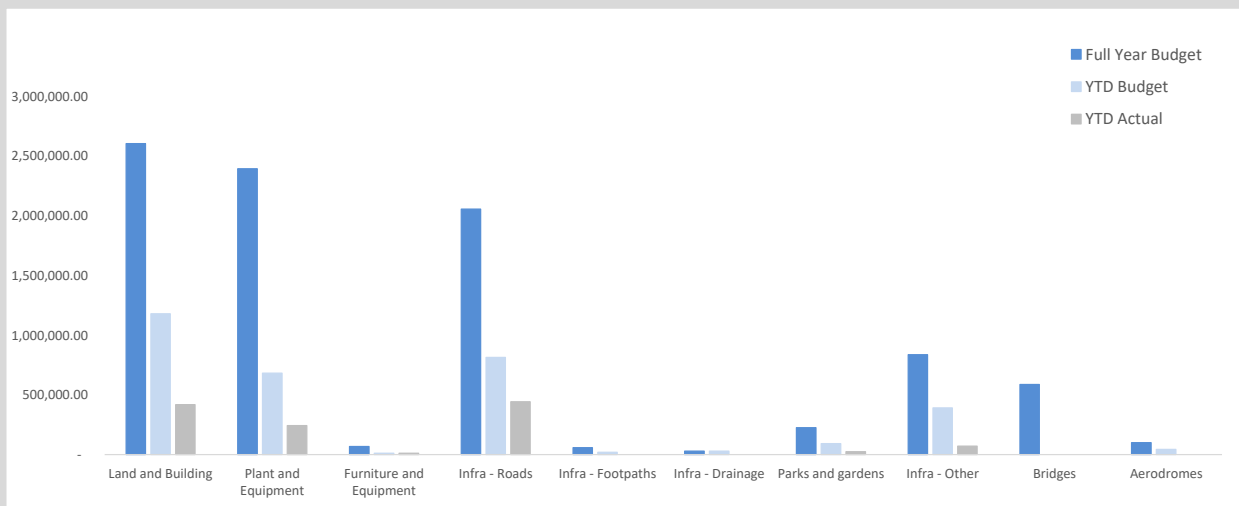


OPERATING REVENUE ('000)

CAPITAL REVENUE ('000)



CAPITAL EXPENSES BY ACTIVITY



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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022**

SIGNIFICANT ACCOUNTING POLICIES

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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022**

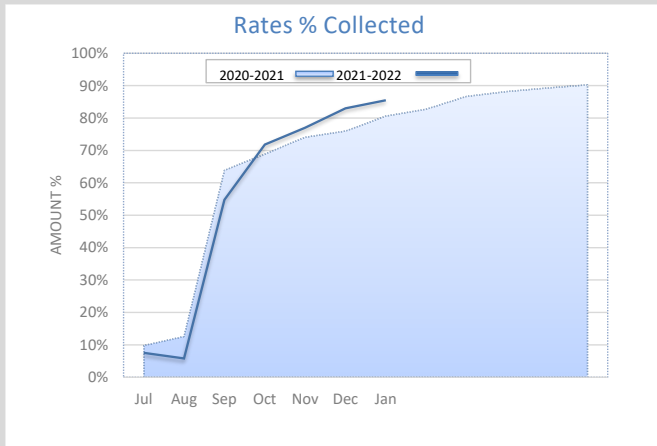
**OPERATING ACTIVITIES
RECEIVABLES**

Rates Receivable	30 Jun 21	31 Jan 22
	\$	\$
Opening Arrears Previous Years	495,899	476,999
Levied this year	3,175,827	3,238,638
Movement in Excess Rates	0	0
Domestic Refuse Collection Charges	476,713	493,079
Domestic Services (Additional)	3,164	3,744
Commercial Collection Charge	0	45,561
Commercial Collection Charge (Additional)	43,178	45,298
Total Rates and Rubbish (YTD)	5,452,101	5,710,922
<u>Less Collections to date</u>	<u>(5,471,001)</u>	<u>(4,926,524)</u>
Net Rates Collectable	476,999	1,261,397
% Collected	90.24%	86.26%
Pensioner Deferred Rates		(180,497)
Pensioner Deferred ESL		(8,464)
Total Rates and Rubbish, ESL, Excess Rates		1,072,436

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	210,665	27,460	17,100	35,616	290,841
Percentage	72%	9%	6%	12%	
Balance per Trial Balance					
Rates Pensioner Rebate Claims					1,366
GST Input					46,121
Provision For Doubtful Debts					(75,000)
Total Receivables General Outstanding					263,328.50
Amounts shown above include GST (where applicable)					

KEY INFORMATION

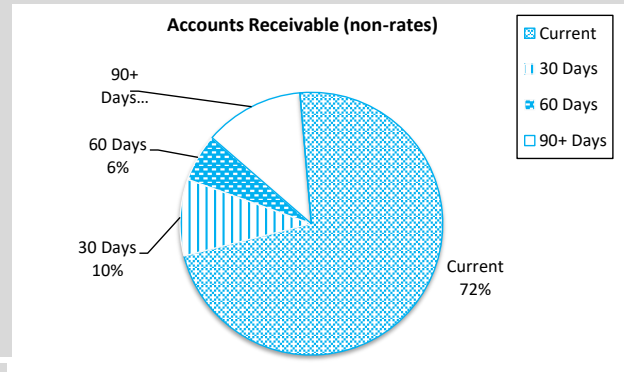
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



Collected	Rates Due
86%	\$1,072,436

SIGNIFICANT ACCOUNTING POLICIES

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 doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$263,329
Over 30 Days
28%
Over 90 Days
12%

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022

OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS

FOR THE PERIOD ENDED 31 DECEMBER 2021

Current Assets

Cash Unrestricted	2,941,108	4,304,217	4,486,121
Cash Restricted - Reserves	4,677,042	4,083,830	4,677,042
Cash Restricted - Bonds/Deposits	30,003	29,545	31,629
Receivables - Rates and Rubbish, ESL, Excess Rates	288,039	965,766	1,072,436
Receivables - Other	96,492	152,466	263,329
Inventories	9,960	17,676	28,839

Less: Current Liabilities

Payables	(961,258)	(85,248)	(385,287)
Loan Liability	(197,212)	(87,544)	(103,074)
Provisions	(783,461)	(711,328)	(749,986)
	(1,941,931)	(884,120)	(1,238,346)

Net Current Asset Position

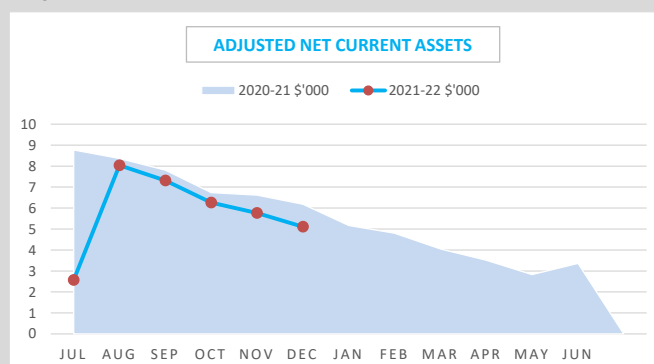
	6,100,712	8,669,379	9,321,050
Less: Cash Restricted	(4,677,042)	(4,083,830)	(4,677,042)
Add Back: Component of Leave Liability not Required to be funded	360,972	360,583	361,045
Add Back: Current Loan Liability	197,212	87,544	103,074
Adjustment for Trust Transactions Within Muni	0	(13,609)	(1,546)

Net Current Funding Position

	Last Years Closing 30 Jun 2021	This Time Last Year 31 Jan 2021	Year to Date Actual 31 Jan 2022
	\$	\$	\$
	8,042,643	9,553,499	10,559,396
	(1,941,931)	(884,120)	(1,238,346)
	6,100,712	8,669,379	9,321,050
	(4,677,042)	(4,083,830)	(4,677,042)
	360,972	360,583	361,045
	197,212	87,544	103,074
	0	(13,609)	(1,546)
	1,981,854	5,020,066	5,106,580

SIGNIFICANT ACCOUNTING POLICIES

Please see page 5 for information on significant accounting policies relating to Net Current Assets.



KEY INFORMATION

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

Year YTD Actual

Surplus(Deficit)

\$5.11 M

This Time Last Year

Surplus(Deficit)

\$5.02 M

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022**

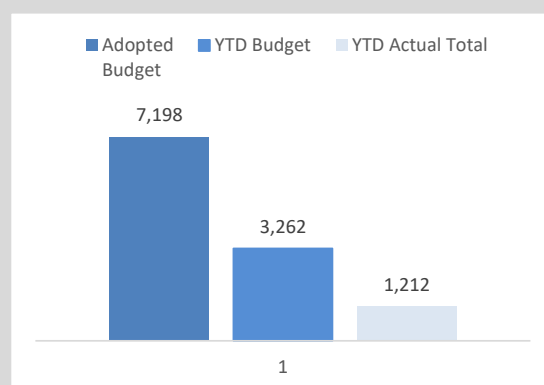
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	2,526,000	2,606,000	1,179,333	418,177	761,157
Plant & Equipment	1,402,000	2,394,100	682,556	243,661	443,879
Furniture & Equipment	68,000	68,000	11,000	11,439	(439)
Roads	2,056,540	2,056,540	813,669	443,045	370,624
Footpaths	58,000	58,000	19,333	0	19,333
Road Drainage	30,000	30,000	30,000	0	30,000
Infrastructure- Bridges	0	588,000	0	0	0
Other Infrastructure	732,650	837,381	390,835	71,288	319,546
Parks and Gardens	225,000	225,000	92,222	24,130	68,092
Aerodromes	99,554	99,554	43,185	0	43,185
Capital Expenditure Totals	7,197,744	8,962,575	3,262,133	1,211,740	2,055,378

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.

KEY INFORMATION



Acquisitions	Current Annual Budget	Current Budget	YTD Actual	% Spent
	\$7.2 M	\$8.96 M	\$1.21 M	14%

To be read in conjunction with Strategic Projects Tracker

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion

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

		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)	
				\$	\$	\$	\$	\$	
Capital Expenditure									
Land and Buildings									
0.00		Hacc-Jessie house	4080360	BC052	900,000	900,000	150,000	3,000	147,000
0.01		Staff Housing	4090150	BC100	500,000	580,000	0	5,000	(5,000)
0.00		Town Hall (Federal St) Building Capital	4110160	BC156	30,000	30,000	17,500	0	17,500
0.21		Town Hall (Federal St) Fire Panel replacement	4110160	BC155	25,000	25,000	25,000	5,174	19,826
0.90		Town Hall Parapet Wall concrete Capping	4110160	BC180	20,000	20,000	20,000	18,000	2,000
0.00		NRLC Building Cap-Architectural Planning Study Concept Plan	4110260	BC165	20,000	20,000	3,333	0	3,333
0.81		Heritage- Laptop Upgrade for heritage Court House Museum	4110650	PE061	2,000	2,000	1,167	1,627	(460)
0.01		ANZAC war memorial repair & restoration	4110660	BC203	50,000	50,000	50,000	600	49,400
0.00		Fitout of Railway Station Building	4110660	BC207	50,000	50,000	50,000	0	50,000
0.00		Museum Restoration as per conservation Report	4110660	BC201	60,000	60,000	40,000	0	40,000
0.41		COM AMEN - Building (Capital) - CBD Ablution Upgrades	4100850	BC267	110,000	110,000	110,000	44,743	65,257
0.00		NRLC Building Capital 2018-19	4110260	BC161	40,000	40,000	6,667	0	6,667
0.00		Library - Stage 2	4110560	IO080B	20,000	20,000	6,667	0	6,667
0.58		Railway Station Resortation COVID recovery project	4110660	BC202	389,000	389,000	389,000	223,726	165,274
0.37		Caravan Park- Renewal Development including reseal	4130260	BC237	310,000	310,000	310,000	116,108	193,892
				2,526,000	2,606,000	1,179,333	418,177	761,157	
Plant and Equipment									
0.00		Acquisition of Incident Control Vehicle	4050255	PA950	0	881,900	0	0	0
0.00		Acquisition of General Rescue Utility	4050255	PA951	0	110,200	0	0	0
		Lifting Ramp NO05	4050355	PE057	0	0	0	4,985	
0.35		CHCP- new Mitsubishi Outlander P10	4080455	PA010B	38,000	38,000	38,000	13,305	24,695
0.00		CHCP- new Toyota Camry P15	4080455	PA015B	28,000	28,000	28,000	0	28,000
0.89		CHCP- new fleet vehicle	4080455	PA071A	25,000	25,000	25,000	22,281	2,719
0.00		NGN219 CATS Vehicle 2021	4080750	PA014H	25,000	25,000	25,000	0	25,000
0.82		NGN00 EMDRS Vehicle 2021(1)	4100655	PA002L	55,000	55,000	55,000	45,292	9,708
0.00		NRLC-Manual Pool Vacuum	4110255	PE071	5,000	5,000	5,000	0	5,000
0.00		NRLC-Capital Emergency Reparis eg - Pool Filters-YMCA	4110255	PE072	96,000	96,000	42,667	0	42,667
0.00		NRLC-Capital Emergency Reparis eg - Pool Liner-YMCA	4110255	PE073	80,000	80,000	35,556	0	35,556
0.00		NRLC-Capital Emergency Reparis eg - Boiler-YMCA	4110255	PE074	75,000	75,000	33,333	0	33,333
0.00		ONO EMTRS Vehicle 2021 (1)	4120350	PA700L	55,000	55,000	18,333	0	18,333
0.00		Multi Tyre Roller (p8517)	4120350	PA8517	170,000	170,000	0	0	0
0.00		Flocon (p8215) Roadsealing - Trade old Flocon and purchase new	4120350	PA8215	350,000	350,000	0	0	0
0.00		Toro Lawn Mower (p59)	4120350	PA059A	35,000	35,000	11,667	0	11,667
0.99		Leading Hand Parks 4*4 vehicle (p21)	4120350	PA021B	35,000	35,000	35,000	34,654	346
0.98		MO Vehicle (p967)	4120350	PA967H	55,000	55,000	55,000	53,879	1,121
0.00		Construction Foreman 4x4 Vehicle (p8164)	4120350	PA8164B	45,000	45,000	45,000	0	45,000
0.00		Maintenance Foreman 4x4 Vehicle (p26)	4120350	PA026C	45,000	45,000	45,000	0	45,000
0.00		Parks Utility (p17)	4120350	PA017B	30,000	30,000	30,000	0	30,000
0.74		Building Surveyor Vehicle (p6)	4130350	PA006C	30,000	30,000	30,000	22,291	7,709
0.00		CEO Vehicle (p1)	4140585	PA001K	70,000	70,000	70,000	0	70,000
0.83		ONgn Emccs Vehicle 2019(2)	4140585	PA005K	55,000	55,000	55,000	45,496	9,504

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion		Level of completion indicator, please see table at the end of this note for further detail.						
		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)
				1,402,000	2,394,100	682,556	243,661	443,879
		Furniture and Equipment						
1.00		Governance Furniture & Equipment Replacements	4040250	FE028	0	0	81	(81)
		Admin Building CCTV	4040250	FE035	11,000	11,000	11,359	(359)
0.00		Altus HR system	4140580	FE101	57,000	57,000	0	0
				68,000	68,000	11,000	11,439	(439)
		Infrastructure - Roads						
1.00		Wagin-Wickepin Road - Renewal (Local)	4120165	IR207	0	0	205	(205)
0.21		Wandering Road - Stabilise Defects	4120165	IR332	92,996	92,996	19,977	11,022
0.00		Leak St - New Seal over gravel	4120165	IR108	22,574	22,574	0	7,525
0.00		Chipper St - New Seal over gravel	4120165	IR106	21,410	21,410	0	7,137
0.00		Quigley st- New Seal over gravel	4120165	IR088	22,950	22,950	0	7,650
0.00		Narrogin Valley Rd - New Seal over gravel	4120165	IR212	139,916	139,916	0	46,639
0.06		Chomley Rd - Gravel re sheet	4120165	IR213	75,658	75,658	4,380	20,839
0.00		Spriggs Rd -Gravel re sheet	4120165	IR258	99,498	99,498	0	33,166
0.00		Cannell Rd - Gravel re sheet	4120165	IR336	161,230	161,230	0	53,743
0.29		Booth St - Gravel re sheet	4120165	IR065	25,060	25,060	7,320	1,033
0.00		Marrumucking Rd - Gravel re sheet	4120165	IR261	100,648	100,648	0	33,549
0.00		Congelin Narrogin Rd	4120166	R2R202	30,395	30,395	0	10,132
0.00		Florence Ave	4120166	R2R110	4,245	4,245	0	1,415
0.00		Goldsmith St	4120166	R2R053	3,520	3,520	0	1,173
0.00		Lavator St	4120166	R2R283	60,245	60,245	0	20,082
0.00		Normans Lake Siding Rd Renewal (R2R)	4120166	R2R255	65,125	65,125	0	21,708
0.00		Narrogin-Harrismith Road - Renewal (Local) (R2R)	4120166	R2R331	44,720	44,720	0	14,907
0.00		Ried Rd Renewal (R2R)	4120166	R2R333	48,845	48,845	0	16,282
0.00		Sagar St	4120166	R2R086	4,195	4,195	0	1,398
0.00		Scadden St	4120166	R2R070	21,355	21,355	0	7,118
0.00		Tarwonga Rd	4120166	R2R204	35,845	35,845	0	11,948
0.00		Tuhoy St	4120166	R2R127	2,355	2,355	0	785
0.00		Wald St	4120166	R2R113	3,255	3,255	0	1,085
0.00		Earl St	4120166	R2R002B	51,000	51,000	0	17,000
		Wagin-Wickepin Road - Renewal (Rural) (RRG)	4120167	RRG207	550,899	550,899	406,491	(94,702)
		Narrogin Harrismith - Stabilise defects	4120167	RRG331	236,601	236,601	4,672	74,195
0.00		Tarwonga Road Black Spot	4120167	RBS204	132,000	132,000	0	44,000
				2,056,540	2,056,540	813,669	443,045	370,624
		Infrastructure - Footpaths						
		Ensign St Footpath	4120175	IF003	50,000	50,000	0	16,667
		Concrete Paths For Wilbur Park	4120175	IF053	8,000	8,000	0	2,667
				58,000	58,000	19,333	0	19,333
		Infrastructure - Drainage						
0.00		Drainage Easement Falcon St	4120180	ID000	30,000	30,000	0	30,000
				30,000	30,000	30,000	0	30,000

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)

% of Completion		Level of completion indicator, please see table at the end of this note for further detail.							
		Account Number	JOB	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance Under(Over)	
						30,000	0	30,000	
		Infrastructure - Bridges							
		Tarwonga Rd Bridge 4551	4120181	IB204	0	192,000	0	0	
0.00		Whinbin Rock Rd Bridge 3125	4120181	IB205	0	396,000	0	0	
				0	588,000	0	0	0	
		Infrastructure - Other							
1.09		TWIS Dams	4100350	IO078	51,500	51,500	51,500	55,910	(4,410)
0.08		Cemetery Upgrade	4100860	IO026	138,960	138,960	46,320	10,717	35,603
		LED Lighting Upper Great Southern Hockey Association	4110265	IO164	330,000	409,000	181,776	0	181,776
		May St Stormwater Catchment Dam	4110365	IO180	169,190	169,190	56,397	0	56,397
		Public Arts projects identified by Townscape committee	4110860	IO113	25,000	25,000	11,111	0	11,111
0.58		Projects NEXIS (Capital)	4100860	IO150	8,000	8,000	8,000	4,607	3,393
0.00		Acquisition of Fast Fill Trailer	4050155	PA952	0	7,000	7,000	0	7,000
0.00		Narrogin Central BFB 120,000L Water Tank	4050165	IO134	0	8,919	8,919	0	8,919
0.00		Nomans Lake BFB 110,000L Water Tank	4050165	IO135	0	9,812	9,812	0	9,812
0.00		Water Pump For Depot Tanks - 3 Phase/ 3inch Transfer Pump	4120466	PE081	10,000	10,000	10,000	0	10,000
1.00		Caravan Park Resealing, Line Marking	4130265	IO081	0	0	0	0	0
				732,650	837,381	390,835	71,288	319,546	
		Infrastructure - Parks & Gardens							
0.00		Electric BBQ For Highbury near Tennis Courts	4110360	IO124	10,000	10,000	3,333	0	3,333
0.00		Parks Naming Project	4110360	IO128	15,000	15,000	0	0	0
0.12		Walk Cycle & Mountain Bike Trails Projects	4110360	IO129	200,000	200,000	88,889	24,130	64,759
				225,000	225,000	92,222	24,130	68,092	
		Infrastructure - Aerodromes							
		RADS Grant Narrogin Airport Patient Transfer Apron	4120460	BC220	69,554	69,554	23,185	0	23,185
		Narrogin airport-Patient transfer facility	4120460	BC221	30,000	30,000	20,000	0	20,000
				99,554	99,554	43,185		43,185	
		Grand Total			7,197,744	8,962,575	3,262,133	1,211,740	2,055,378

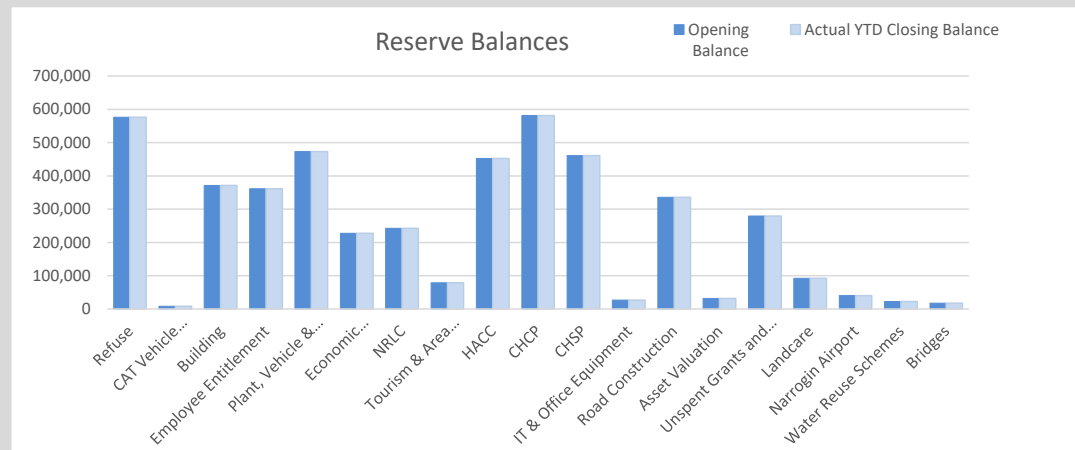
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022

OPERATING ACTIVITIES
CASH AND INVESTMENTS

Cash Backed Reserve
Reserve Name

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Current Budget Transfers In (+)	Actual Transfers In (+)	Current Budget Transfers Out (-)	Actual Transfers Out (-)	Current Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Refuse	575,868	280	103	38,737	0	23,848	0	591,037	575,971
CAT Vehicle Replacement	8,492	0	1	8,000	0	10,000	0	6,492	8,494
Building	371,259	180	100	0	0	276,000	0	95,439	371,359
Employee Entitlement	360,972	180	73	0	0	0	0	361,152	361,045
Plant, Vehicle & Equipment	472,848	230	84	425,000	0	677,000	0	221,078	472,931
Economic Development	227,267	110	48	0	0	200,000	0	27,377	227,315
NRLC	242,045	120	61	100,120	0	290,500	0	51,785	242,106
Tourism & Area Promotion	78,606	30	17	0	0	0	0	78,636	78,623
HACC	452,086	134	100	0	0	448,243	0	900,463	452,186
CHCP	581,385	280	44	759,634	0	994,907	0	346,392	581,429
CHSP	460,965	230	67	1,223,070	0	873,384	0	810,881	461,032
IT & Office Equipment	26,396	10	22	0	0	20,000	0	6,406	26,418
Road Construction	335,365	160	66	0	0	0	0	335,525	335,431
Asset Valuation	31,879	10	7	0	0	0	0	31,889	31,886
Unspent Grants and Contributions	279,296	280	39	0	0	376,435	0	(96,859)	279,335
Landcare	92,469	40	20	0	0	25,000	0	67,509	92,489
Narrogin Airport	40,198	20	0	15,000	7	0	0	55,218	40,205
Water Reuse Schemes	22,145	0	0	17,500	0	35,000	0	4,645	22,145
Bridges	17,500	10	0	48,000	0	39,574	0	25,936	17,500
	4,677,041	2,304	852	2,635,061	7	4,289,891	0	3,921,001	4,677,900

KEY INFORMATION



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2022**

BUDGET AMENDMENTS

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

Date	GL / Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
22/09/2021	PA950	Acquisition of Incident Control Vehicle	0921.006	Capital Expenditure			(881,900)	(881,900)
22/09/2021	PA951	Acquisition of General Rescue Utility	0921.006	Capital Expenditure			(110,200)	(992,100)
22/09/2021	3050202	ESL - SES Capital Grant GEN	0921.006	Capital Income		992,100		0
22/09/2021	PA952	Acquisition of Fast Fill Trailer	0921.006	Capital Expenditure			(7,000)	(7,000)
22/09/2021	IO134	Narrogin Central BFB 120,000L Water Tank	0921.006	Capital Expenditure			(8,919)	(15,919)
22/09/2021	IO135	Nomans Lake BFB 110,000L Water Tank	0921.006	Capital Expenditure			(9,812)	(25,731)
22/09/2021	5050152	FIRE - Grants GEN	0921.006	Capital Income		25,731		0
22/09/2021	IB205	Whinbin Rock Rd Bridge 3125	0921.006	Capital Expenditure			(192,000)	(192,000)
22/09/2021	IB204	Tarwonga Rd Bridge 4551	0921.006	Capital Expenditure			(396,000)	(588,000)
22/09/2021	3120112	ROADC - Other Grants - Roads/Streets GEN	0921.006	Capital Income		588,000		0
24/11/2021	IO164	LED Lighting Upper Great Southern Hockey Association	1124.01	Capital Expenditure			(79,000)	(79,000)
24/11/2021	3110230	NRLC - Contributions & Donations GEN	1124.01	Capital Income		39,500		(39,500)
24/11/2021	5110253	NRLC - Transfers from Reserve GEN	1124.01	Capital Income		39,500		0
15/12/2021	BC100	Staff Housing Building (Capital)	1215.008	Capital Expenditure			(80,000)	(80,000)
15/12/2021	5090160	STF HOUSE - Transfer from Reserves	1215.008	Capital Income		80,000		0

The Presiding member suggested that it would be better to close the meeting for Item 10.3.3, as the last item of business, to enable the members of the public to remain for the balance of the items. There was no dissention.

The meeting preceded to Item 10.4.1

10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

10.4.1 DRAFT HEALTH LOCAL LAW – FINAL ADOPTION

File Reference	19.6.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	10.4.2 of 25 August 2021 Ordinary Council Meeting
Date	7 January 2022
Author	Niel Mitchell – Governance Consultant
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Draft Health Local Law 2022

Summary

To consider the proposed Health Local Law 2022.

Background

The proposed local law provides for the administration of public health matters within the Shire, and revokes the last remaining Health Model “A” Series By-laws adopted by the former Shire and former Town of Narrogin in 1974 and 1966 respectively.

Consultation

Consultation has occurred with the following:

- Chief Executive Officer;
- Executive Manager Development & Regulatory Services;
- Environmental Health Surveyors;
- Department of local Government, Sport and Cultural Industries; and
- Department of Health.

Statutory Environment

The Local Government Act 1995, section 3.12 specifies the procedure for making local laws, including the requirement for adoption by absolute majority.

The Public Health Act 2016 has no provision for making of health local laws.

Policy Implications

There are no relevant Council Policies that are impacted by the repeal of the existing nor adoption of the new Local Laws.

Financial Implications

There is a cost for local public notice and publication in the Government Gazette, of an estimated \$4,000 ex GST, which is included in advertising fees in the adopted 2021/22 Budget.

Strategic Implications

Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services

Comment/Conclusion

The Local Government Act 1995, requires the following statements –

- Purpose – to revoke outdated health by-laws adopted by the former Shire and former Town of Narrogin, and provide a statutory means of effectively controlling issues which have the potential to adversely impact on the health and well-being of the community.
- Effect – revocation of outdated by-laws and to allow health related issues to be sufficiently controlled so as to provide an acceptable standard for the maintenance of public health in the community and to provide for remedies and penalties for non-compliance.

The revocation of two local laws is recommended, being the Model “A” Series By-laws adopted by the former Shire and former Town of Narrogin in 1974 and 1966 respectively. The amendments to the By-laws do not have to be individually repealed as the Interpretation Act 1984 provides that where the enabling legislation is repealed, amendments to it automatically fall away.

The procedure for making local laws requires Council to give local public notice, advising of its intention to make a local law, and invite submissions to be made on the proposed local law for a six-week period. At the closure of the submission period, Council is to consider all submissions before making a local law.

Public notice was given by four methods as required by the Local Government (Administration) Regulations 1996, Regulation 3A, for public comment on the proposed local law.

An advertisement was placed in the Narrogin Observer on 9 September 2021, with the submission period for public comment closing on 28 October 2021. Notice was also given on the Shire’s website as required by the Regulations, and in social media, office and library notice boards.

At the close of the submission period, only one submission had been received, that being from the Department of Local Government, Sport and Cultural Industries

The DLGSCI submission covered multiple areas. No substantive matters were raised, with the comments being:

- of a context or technical nature, punctuation and grammar and

- clarification of provisions, minor re-wording etc.

DLGSCI did recommend submitting the proposed local law to the Minister for Health for comment, although this is not required by Local Government Act, since no reference to local laws is made within the Public Health Act 2016. The Department of Health declined to comment. However, in advice to another Shire also intending to adopt a new Health Local Law, that Shire was advised:

“The Department does not normally respond to correspondence about the contents of Health Local Laws as the head of power has shifted to the Local Government Act 1995 and that new regulations are being formulated. The draft you have submitted appears consistent with existing regulatory health requirements but would need to be reviewed once the new suite of regulations under the Public Health Act 2016 are gazetted”.

When queried about when the Regulations are likely, the Department of Health advised that *“possibly in late in 2022 – but advice would be sent out early about any potential changes”.*

No other submission were received.

The attached draft has been amended from the proposed local law advertised for public submissions, in accordance with Department comments, and further internal review.

The main changes to wording are:

- clause 1.6 definition of AS or AS/NZS – since the relevant Standard is reference in the local law, the JSCDL will require a statement of where they can be inspected free of charge. This does not mean all Standards referenced need to be held, but when requested they will have to be obtained. As they are copyright to Standards Australia, copying in any form for distribution is not permitted.
- clauses 5.21(2) – DLGSCI advised that the JSCDL had previously expressed concern in relation to discretions to vary the buffer zone requirements. The amended wording retains the discretion, but will now only be able to be exercised by resolution of Council, and is not at the discretion of an authorised person.
- although not noted by DLGSCI, a change was also made to clause 5.16(2) for consistency
- clause 7.7(1) – to reference the number of cats and dogs permitted by other local laws
- clauses 14.2(4) and 14.5(4) deleted as DLGSCI considered these were duplicated by clauses 14.3(4) and 14.6(3) respectively.
- 14.7(3) – DLGSCI recommended change to wording preferable to JSCDL.

None of the suggested changes altered the intent of the provision amended nor placed additional obligations on the community. Accordingly, it is considered that the amendments are not of a significant nature that requires re-advertising.

Once formally adopted by Council, the:

- local law is to be published in the Government Gazette;
- local public notice given of adoption of the local laws (separate to previous advertising of proposals);
- signed copies are to be sent to Minister for Local Government; and
- copies sent to the Parliamentary Joint Standing Committee on Delegated Legislation together with other required documentation, within 10 days of publication in the Government Gazette.

Please note:

- disallowance of the local law may be made by Parliament, and could take some time depending on sitting days;

- if a provision is not considered to be critical, the JSCDL may require an undertaking from Council to make an amendment; and
- the local law takes effect on the day stipulated in the local law, generally 14 days after publication in the Government Gazette.

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION

That with respect to the Health Local Law 2022, Council:

1. Resolve to make the local law as per the attached draft, incorporating amendments outlined by the Department of Local Government, Sport and Cultural Industries and the addition of the words at a new part (2)(e) of 5.12 as follows “slaughter of animals for vermin control”.
2. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Local Law; and
3. Authorise the Chief Executive Officer to:
 - a) Publish the Local Law in the Government Gazette and provide copies of the local law to the Minister for Local Government and Minister for Health; and
 - b) Forward a copy of the Gazetted Local Law, explanatory memoranda and associated documentation to the Parliamentary Joint Standing Committee on Delegated Legislation for review.

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.009

Moved: Cr Pomykala

Seconded: Cr Early

That with respect to the Health Local Law 2022, Council:

1. Resolve to make the local law as per the attached draft, incorporating amendments outlined by the Department of Local Government, Sport and Cultural Industries and the addition of the words at a new part (2)(e) of 5.12 as follows "slaughter of animals for vermin control".
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 - a) Publish the Local Law in the Government Gazette and provide copies of the local law to the Minister for Local Government and Minister for Health; and
 - b) Forward a copy of the Gazetted Local Law, explanatory memoranda and associated documentation to the Parliamentary Joint Standing Committee on Delegated Legislation for review.

**CARRIED 9/0
BY ABSOLUTE MAJORITY**

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

LOCAL GOVERNMENT ACT 1995
SHIRE OF NARROGIN
HEALTH LOCAL LAW 2022

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SCHEDULE – MODIFIED PENALTIES

LOCAL GOVERNMENT ACT 1995
SHIRE OF NARROGIN
HEALTH LOCAL LAW 2022

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Shire of Narrogin resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Narrogin Health Local Law 2022*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district of the local government.

1.4 Repeal

The following local laws are repealed –

- (a) The Health Local Laws made by the Council of the Town of Narrogin adopting the *Model By-Laws Series 'A'* at a meeting of the Council on 14 December 1965 and published in the *Government Gazette* on 13 July 1966, and amended from time to time; and
- (b) The Health Local Laws made by the Council of the Shire of Narrogin adopting the *Model By-Laws Series 'A'* at a meeting of the Council on 18 March 1974 and published in the *Government Gazette* on 11 October 1974, and amended from time to time.

1.5 Transitional provisions

- (1) An application for, or the renewal of, a licence, permit or other authorisation made under a local law that is in force before the commencement day is to be dealt with and determined as if it were an application under this local law.
- (2) A licence, permit or other authorisation under a repealed local law that is in force before the commencement day is to be regarded on and after that day as a licence under this local law and may be dealt with accordingly.

1.6 Terms used

- (1) In this local law, unless the context otherwise requires –

Act means the *Health (Miscellaneous Provisions) Act 1911*;

adequate means satisfactory or fit for purpose or, if there is any doubt, at the discretion of an authorised person;

adequate supply of water means a flow of water of not less than five litres per minute;

apparatus for the treatment of sewage has the same meaning as in section 3 of the Act;

AS or AS/NZS means an Australian Standard or Australian/New Zealand Standard published by Standards Australia, as amended from time to time, and available for viewing free of charge at the Shire of Narrogin Administration Centre;

AS 1530.2:1993 means Australian Standard for Methods for fire tests on building materials, components and structures – Test for flammability of materials;

AS 1530.3:1999 means Australian Standard for Methods for fire tests on building materials, components and structures – Simultaneous determination of ignitability, flame propagation, heat release and smoke release;

AS 1668.2:2012 means Australian Standard for the use of ventilation and air conditioning in buildings – Mechanical ventilation in building;

AS 2001.5.4:2005 means Australian Standard for Methods of test for textiles – Dimensional change – Domestic washing and drying procedures for textile testing (ISO 6330:2000, MOD);

AS 2293.1:2018 means Australian Standard for Emergency escape lighting and exit signs for buildings – System design, installation and operation;

AS 3786:2014 means Australian Standard for Smoke alarms using scattered light, transmitted light or ionization;

AS/NZS ISO 717.1:2013 means Australian Standard for Acoustics – Rating of sound insulation in buildings and of building elements – Airborne sound insulation;

authorised person means a person appointed under –

- (a) the provisions of the *Public Health Act 2016* as an authorised person; or
- (b) the *Local Government Act 1995*; and
- (c) includes a person appointed by the local government as an Environmental Health Officer;

bed means a piece of furniture on which to sleep;

bedding includes beds, mattresses, pillows and bed heads as well as bed linen;

bed linen includes sheets, blankets, pillow cases, quilts and doona covers, and mattress covers;

builder means the holder of a building permit issued in respect of building works on a building site or a person in control of a building site;

building permit means a permit granted under section 20 of the *Building Act 2011*;

building site means any lot for which a building permit is current;

Chief Health Officer means a person appointed to this position under the provisions of the *Public Health Act 2016*;

Council means the Council of the local government;

district means the district of the local government and includes any area placed under the jurisdiction of the local government pursuant to section 22 of the Act;

drinking water means drinking water as defined in the Australian Drinking Water Guidelines developed by the National Health and Medical Research Council;

dwelling house means a place of residence, whether temporary or permanent, containing at least one sleeping room and includes a room or outbuilding separate from, but ancillary to, the building in which the sleeping room is located;

habitable room means a room used for normal domestic activities; and

- (a) includes a bedroom, living room, lounge room, music room, television room, kitchen, dining room, sewing room, study, play-room, family room and sun-room; but
- (b) excludes a bathroom, laundry, water closet, pantry, walk-in wardrobe, corridor, lobby, photographic dark room, clothes-drying room, and other spaces of a specialised nature occupied neither frequently nor for extended periods;

hot water means water at a temperature of at least 65 degrees Celsius;

infectious disease has the meaning given to it by –

- (a) section 3(1) of the Act; and
- (b) includes a notifiable infectious disease;

land has the meaning given to it by the *Planning and Development Act 2005*;

licence means a licence, permit, registration or approval issued by the local government under this local law;

local government means the Shire of Narrogin;

local planning scheme has the meaning given to it by the *Planning and Development Act 2005*;

lot has the meaning given to it by the *Planning and Development Act 2005*;

morgue means a place for the temporary reception and keeping of the bodies of the dead awaiting burial or cremation;

NCC means the latest edition of the *National Construction Code* published from time to time by, or on behalf of, the Australian Building Codes Board, as amended from time to time, but not including explanatory information published with that Code;

nuisance includes the meaning given to it in section 182 of the Act;

noise has the meaning given to it by section 3 of the *Environmental Protection Act 1986*;

occupier has the meaning given to it in section 3 of the Act and includes a builder or contractor on land where the context permits;

owner has the meaning given to it in section 3 of the Act;

public place includes every place to which the public ordinarily have access, whether by payment of a fee or not;

refuse means any waste material including bricks, lime, cement, concrete, rubble, stones, iron, timber, tiles, bags, plastics, ashes, vegetation, timber, wood or metal shavings, sawdust, and waste food, and includes any broken, used, derelict or discarded matter;

sanitary convenience includes urinals, toilets, sinks, baths, wash troughs, apparatus for the treatment of sewage, or other receptacle for the deposit of faecal matter, or refuse, and all similar conveniences;

Schedule means a Schedule to this local law;

set fee means a fee –

(a) as prescribed by legislation; or

(b) in any other instance, as fixed by the local government from time to time under sections 6.16 to 6.19 of the *Local Government Act 1995*;

sewage means any kind of sewage, faecal matter or urine, and any waste composed wholly or in part of liquid;

sewer includes sewers and drains of every description, except drains to which the word “drain” as defined in the Act applies, also water channels constructed of stone, brick, concrete, or any other material, including the property of the local government;

stormwater means any naturally occurring water that results from rainfall on or around a site, or water flowing onto the site;

street includes any highway, and any public bridge, and any road, lane, footway, square, court, alley or passage, whether a thoroughfare or not;

thoroughfare has the meaning given to it by section 1.4 of the *Local Government Act 1995*;

toilet means a toilet bowl, or urinal and includes a room or cubicle in which one or more of these are located;

townsite means the townsites within the district excluding Yilliminning and Nomans Lake townsites, which are –

(a) constituted under section 26(2) of the *Land Administration Act 1997*; or

(b) referred to in section 37 of Schedule 9.3 of the *Local Government Act 1995*;

urinal may be –

(a) an individual stall or wall hung urinal;

(b) each 600 millimetres length of a continuous urinal trough; or

(c) a toilet bowl used in place of a urinal;

vectors of disease means those pests as defined in clause 8.1;

vermin includes rats, mice, flies, fleas, mites, lice, cockroaches and any other animal, whether vertebrate or invertebrate, which is known to be a vector of disease or likely to cause damage to human food, habitation or possessions;

window includes a glass panel, roof light, glass brick, glass louvre, glazed sash, glazed door, or other device which transmits natural light directly from outside a building to the room concerned when in the closed position; and

written notice means a notice issued in accordance with Part 14.

PART 2 - SANITATION

Division 1 – Sanitary conveniences

2.1 Interpretation

In this Part, unless the context otherwise requires –

event includes a fair, function or festival;

organiser means a person –

(a) to whom approval has been granted by an authorised person to conduct the event; or

(b) responsible for the conduct of the event;

public sanitary convenience means a sanitary convenience to which the public ordinarily have access;

receptacle for drainage has the same meaning as in the *Health (Treatment of Sewage and Disposal of*

Effluent and Liquid Waste) Regulations 1974 and includes the irrigation effluent disposal area of an aerobic treatment system; and

temporary sanitary convenience means a sanitary convenience, temporarily placed for use by –

- (a) patrons in conjunction with an event; or
- (b) employees at construction sites or the like.

2.2 Dwelling house

- (1) A person shall not use or occupy, or permit to be used or occupied, a dwelling house unless it has at least one toilet.
- (2) A room in which a toilet is located shall have adequate lighting and ventilation.

2.3 Premises other than a dwelling house

- (1) The owner of premises other than a dwelling house shall not use or occupy, or permit to be used or occupied, premises other than a dwelling house unless –
 - (a) the premises have sanitary conveniences in accordance with the NCC and this Part;
 - (b) the toilets required by this local law are situated within 90 metres and are easily accessible to the persons for whom they are provided; and
 - (c) the premises have hand wash basins –
 - (i) in accordance with the NCC;
 - (ii) for the use of persons employed or engaged on the premises;
 - (iii) provided with an adequate supply of water supplied by taps located over each hand wash basin;
 - (iv) separate from any trough, sink or basin used in connection with any process carried out on the premises; and
 - (v) situated within a reasonable distance of the sanitary conveniences and easily accessible to the person for whom they are provided.
- (2) The occupier of premises other than a dwelling house shall ensure that –
 - (a) clean toilet paper is available at all times in each cubicle;
 - (b) a sanitary napkin disposal facility is provided in each toilet provided for the use of females; and
 - (c) each hand wash basin is provided with –
 - (i) an adequate supply of soap or other hand cleaning substances; and
 - (ii) hand drying facilities, situated adjacent to and visible from the hand wash basin.

2.4 Events

The organiser of an outdoor event shall provide sanitary conveniences in accordance with the recommendations contained within the Department of Health's '*Guidelines for concerts, events and organised gatherings*'.

2.5 Toilets

- (1) Toilets on premises shall be maintained in accordance with the following requirements –
 - (a) the door to a toilet, other than an internal door, shall be properly screened to a continuous height of 1.8 metres from the floor;
 - (b) a toilet or its entrance, which is visible from overlooking windows, shall be properly screened;
 - (c) unless otherwise approved by an authorised person, a toilet shall not be directly accessible from a kitchen or a room where food is stored, prepared, served or consumed;
 - (d) the floor of any internal toilet shall be –
 - (i) of concrete or of other approved impervious material of an approved thickness; and
 - (ii) unless otherwise approved graded to a floor waste outlet and proper discharge pipe with flap valve fitted and, where necessary, protected by an approved sump; and
 - (e) the floor of any external toilet shall be –
 - (i) of concrete or of other approved impervious material of an approved thickness; and
 - (ii) graded to the door or alternatively an approved outlet.
- (2) Toilets on premises other than a dwelling house shall be maintained in accordance with the following additional requirements –
 - (a) toilet for the exclusive use of males shall not adjoin any toilet for the exclusive use of females

- unless the toilets are separated by a wall extending from floor to ceiling and of sufficient density to have a sound transmission class of not less than 50 as required by AS/NZS ISO 717.1:2013; and
- (b) where more than one toilet is provided on the premises, the entrance to each toilet shall bear a suitable sign indicating for which sex its use is intended.

2.6 Temporary sanitary conveniences at temporary work sites

A person who undertakes temporary work at any place shall ensure that every temporary sanitary convenience is –

- (a) installed and maintained in accordance with the requirements of the *Health (Temporary Sanitary Conveniences) Regulations 1997*; and
- (b) removed within 48 hours of completion of works.

2.7 Maintenance of sanitary conveniences and fittings

- (1) The occupier of premises shall –
- (a) keep clean, in good condition and repair; and
- (b) whenever required by an authorised person, effectively disinfect and clean; all sanitary conveniences and sanitary fittings in or on the premises.
- (2) The owner of premises shall –
- (a) keep or cause to be kept in good repair; and
- (b) maintain an adequate supply of water to all sanitary conveniences including sanitary fittings in or on the premises.

2.8 Ventilation of toilets

- (1) A toilet in any premises shall be ventilated in accordance with the *Sewerage (Lighting, Ventilation and Construction) Regulations 1971* and the NCC.
- (2) A mechanical ventilation system provided under subclause (1) shall be maintained in good working order and condition.

2.9 Public sanitary conveniences

- (1) A person shall not –
- (a) foul;
- (b) damage or vandalise; or
- (c) write on or otherwise deface a public sanitary convenience or sanitary fittings on the premises in which the public sanitary convenience is located
- (2) A person shall not live or sleep in the premises in which a public sanitary convenience is located or use it for a purpose other than that for which it was intended.

2.10 Lighting

The owner and occupier of premises in which a sanitary convenience or a public sanitary convenience is located shall provide and maintain adequate lighting for persons using the convenience.

2.11 Installation

Every sanitary convenience shall –

- (a) be installed in accordance with the requirements of –
- (i) the *Country Areas Water Supply Act 1947*; and
- (ii) the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Wastes) Regulations 1974*; and
- (iii) the *Water Services Act 2012*; and
- (b) have an adequate supply of water.

Division 2 – Bathrooms, laundries and kitchens

2.12 Bathrooms

- (1) A person shall not use or occupy, or permit to be used or occupied, a dwelling house without a

bathroom that –

- (a) is adequately lined with an impervious material and has a ceiling complying with the NCC;
 - (b) complies with the *Health Act (Laundries and Bathrooms) Regulations* and the NCC; and
 - (c) is equipped with –
 - (i) a hand wash basin; and
 - (ii) either a shower in a shower recess or a bath.
- (2) All baths, showers, hand wash basins and similar fittings shall be provided with an adequate supply of hot and cold water.
- (3) The floor of the bathroom shall be properly surfaced with and even fall to a floor waste otherwise approved, suitably trapped and discharging to –
- (a) the sewer of a licensed water service operator; or
 - (b) an apparatus for the treatment of sewage approved by an authorised person.

2.13 Laundries

- (1) A laundry shall comply with the requirements of the *Health Act (Laundries and Bathrooms) Regulations* and the NCC.
- (2) Where, in any building, a laundry is situated adjacent to a kitchen or a room where food is stored, prepared, served or consumed, the laundry shall be separated from the kitchen by a wall extending from the floor to the roof or ceiling unless otherwise approved.
- (3) Where there is an opening between a laundry and a kitchen or other room where food is stored, prepared, served or consumed, the opening shall –
- (a) not be more than 1220 millimetres wide; and
 - (b) have a door, which when closed shall completely fill the opening.
- (4) A person shall not use or occupy, or permit to be used or occupied, a dwelling house without a laundry that –
- (a) is properly enclosed and roofed;
 - (b) is adequately lined with an impervious material;
 - (c) has a floor of concrete or other approved impervious material of an approved thickness;
 - (d) is properly surfaced, with an even fall to a floor waste unless otherwise approved, suitably trapped and discharging to –
 - (i) the sewer of a licensed water service operator; or
 - (ii) an on-site waste water disposal system of a type approved as approved by an authorised person; and
 - (e) is provided with adequate ventilation.
- (5) In the case of a single occupancy dwelling house, the laundry referred to in subclause (1) shall have –
- (a) either –
 - (i) two wash troughs; or
 - (ii) a washing machine and either a wash trough or a sink; and
 - (b) a clothes drying facility comprising either –
 - (i) a mechanical clothes dryer; or
 - (ii) not less than 20 metres of clothes line erected externally.
- (6) All wash troughs, sinks and washing machines shall be –
- (a) in a laundry and connected to an adequate supply of hot and cold water; and
 - (b) installed to manufacturer's specifications, and all wash troughs shall have a capacity of at least 36 litres.
- (7) Sole or multiple occupancy units, each being a separate dwelling house, shall have –
- (a) laundry facilities for the exclusive use of the occupants of each unit; or
 - (b) a separate laundry, with communal laundry facilities for up to four sole occupancy units that do not have their own laundry facilities.

2.14 Washing or keeping of clothes in kitchens

A person shall not in any kitchen or other place where food is kept –

- (a) wash or permit to be washed any clothing or bedding; or
- (b) keep or permit to be kept any soiled clothing or bedding.

2.15 Kitchens

- (1) In this clause –
cooking facility includes a stove, oven, facility or appliance used for or in connection with the cooking of food.
- (2) A person shall not use or occupy, or permit to be used or occupied, a dwelling house without a kitchen which complies with the requirements of the NCC and which is equipped with –
 - (a) a cooking facility which is adequate in the opinion of an authorised person; and
 - (b) a sink which is adequate in the opinion of an authorised person and which has an adequate supply of hot and cold water.
- (3) The occupier of a dwelling house shall ensure that the stove, oven and sink are kept clean, in good order and repair and fit for use.
- (4) A cooking facility shall –
 - (a) be installed in accordance with the requirements of –
 - (i) the Department of Mines, Industry Regulation and Safety; and
 - (ii) the manufacturer's specifications; and
 - (b) not be installed or used in any room other than a kitchen.
- (5) Mechanical ventilation that is installed in a kitchen, shall be –
 - (a) carried to the outside air as directly as practicable unless adequately filtered for recirculation; and
 - (b) boxed throughout.
- (6) Mechanical ventilation shall be maintained in good working order and condition.

PART 3 - HOUSING AND GENERAL

Division 1 – Maintenance of dwelling houses

3.1 Dwelling house maintenance

The owner or occupier of a dwelling house shall maintain the dwelling house and any appurtenant buildings, in sound condition and fit for use and, in particular, shall –

- (a) maintain all roofs, guttering and downpipes in a good state of repair, clean and free from obstructions;
- (b) maintain any footings, foundations and walls, either external or internal, in a sound condition;
- (c) replace any missing, broken, decayed or termite-eaten timber or other deteriorated material in any verandah, roof, walls, steps, handrails, floors or their supports with material of sound quality;
- (d) comply with any direction in writing given by an authorised person to treat the premises for the purpose of destroying any termites;
- (e) maintain any brick, stone, mortar or cement work in a sound condition;
- (f) maintain, repair or replace any flashings, damp proof course or ant caps, which are missing or defective;
- (g) maintain all ventilators in good order and repair;
- (h) maintain all floors even and level in surface and free from cracks and gaps;
- (i) maintain all ceilings, internal wall finishes, skirtings, architraves and other fixtures and fittings complete and with smooth unbroken surfaces;
- (j) maintain all doors and windows in good working order and weatherproof condition;
- (k) retain all natural lighting free from any obstruction which would reduce the natural lighting, below the ratio of 10% of the floor area;
- (l) maintain all pipes, fittings and fixtures connected with water supply, drainage or sewerage so that they comply in all respects with –
 - (i) the provisions of the *Water Services Act 2012*;
 - (ii) the NCC with regards to plumbing and relevant associated standards; and
 - (iii) any other legal requirements to which they are subject;
- (m) maintain all electric wiring, gas services and fittings to comply in all respects with the requirements of all relevant public authorities.

Division 2 – Ventilation of Dwelling houses

3.2 Exemption for short term hostels and recreational campsites

This Division shall not apply to short term hostels and recreational campsites referred to in Division 2 of Part 10.

3.3 Overcrowding

The owner or occupier of a dwelling house shall not permit –

- (a) a room in the dwelling house that is not a habitable room to be used for sleeping purposes;
- (b) a habitable room in the dwelling house to be used for sleeping purposes unless –
 - (i) for every person over the age of 10 years using the room there is at least 14 cubic metres of air space per person; and
 - (ii) for every person between the ages of one and ten years there is at least eight cubic metres of air space per person; or
- (c) any structure classified as Class 10(a) under the NCC, including but not limited to a garage, shed or area under a verandah or patio to be used for sleeping purposes.

3.4 Calculated sufficient space

For the purpose of clause 3.5, in calculating the space required for each person –

- (a) each room shall be considered separately and sufficient space shall be allowed in each room for the number of persons present in the room at any one time;
- (b) a deduction shall be made for the space occupied by furniture, fittings and projections of the walls into a room; and
- (c) the space required includes ceilings measured to up to a height of 2700 millimetres.

3.5 Ventilation

- (1) A person shall not use or occupy, or permit to be used or occupied, a dwelling house unless the dwelling house is properly ventilated.
- (2) For the purpose of subclause (1) a dwelling house shall be deemed to be properly ventilated if it complies with the NCC, including the provision of –
 - (a) natural ventilation; or
 - (b) a mechanical ventilation or air-conditioning system.
- (3) The owner of a dwelling house provided with a mechanical ventilation or air-conditioning system as its only or prime means of ventilation shall ensure that the system is –
 - (a) maintained in good working order and condition; and
 - (b) in use at all times the building is occupied.
- (4) If a dwelling house is not properly ventilated, the owner of the dwelling house may be required by written notice given by an authorised person to undertake remedial actions including but not limited to –
 - (a) providing a different, or additional method of ventilation; or
 - (b) ceasing to use the dwelling house until it is properly ventilated.

3.6 Sub-floor ventilation

The owner or occupier of a dwelling house shall make provision for any sub-floor ventilation by ensuring that air bricks and other openings are kept clear of refuse, vegetation, building materials, dirt and the like.

Division 3 – Water supply

3.7 Water supply

- (1) The owner of every dwelling house shall provide a continuous supply of drinking water, reticulated for use and obtained from –
 - (a) a licensed water service operator;
 - (b) an underground bore;
 - (c) a rainwater storage system; or
 - (d) an alternative supply approved by the Chief Health Officer.
- (2) The water supply shall at all times deliver an adequate supply of drinking water to each tap in the house.
- (3) The water supply to toilets or for garden use may be from an alternative source that is not necessarily

drinking water but shall comply with the requirements of relevant legislation, codes of practice or guidelines where applicable.

3.8 Rain water tanks

- (1) The owner or occupier of a dwelling house for which part of the drinking water supply is drawn from a rain water tank shall –
 - (a) ensure that it is managed and maintained so as to meet the relevant standards in the *Australian Drinking Water Guidelines* developed by the National Health and Medical Research Council;
 - (b) maintain in a clean condition –
 - (i) the roof forming the catchment for the tank; and
 - (ii) the guttering and downpipes appurtenant to the roof; and
 - (c) ensure that each rain water tank is fitted with a tight fitting mosquito proof cover which shall not be removed at any time except for the purpose of cleaning, repairing or maintaining the tank.
- (2) The owner or occupier of a dwelling house for which its entire water supply is drawn from a rain water tank or tanks shall ensure that the storage capacity of the tank or tanks is not less than 120,000 litres.

3.9 Bores and wells

The owner or occupier of any premises shall not use or permit for human consumption the use of the water of any bore or well unless the bore or well is –

- (a) at least 30 metres from any soak well or other possible source of pollution unless otherwise approved by the Chief Health Officer; and
- (b) covered with a tight-fitting cover without openings of any sort other than those essential for the insertion of a pump; and
- (c) compliant with the requirements of the *Health Act (Underground Water Supply) Regulations 1959*.

3.10 Pollution

A person shall not deposit on or under any land, any sewage, offensive matter or any other thing which may pollute or render unfit for human consumption, water from a well or other underground source.

Division 4 – Second-hand furniture, bedding and clothing

3.11 Prohibition on sale

A person shall not offer for sale or sell any second-hand furniture, bedding or clothing, which is filthy or infested with vectors of disease.

3.12 Prohibition of possession

A dealer in second-hand furniture, bedding or clothing shall not have on any premises used for the operation of the business any second-hand furniture, bedding or clothing which is filthy or infested with vectors of disease.

PART 4 - LIQUID REFUSE AND WASTE, BUTCHERS' WASTE AND WASTE ENCLOSURES

Division 1 – Liquid Refuse and Liquid Waste

4.1 Interpretation

In this division, unless the context otherwise requires –

liquid refuse includes all washings from the commercial cleaning of vehicles, overflow, bleed off, condensate and drainage from air conditioning equipment including cooling towers and evaporative coolers and other liquid used for cooling purposes and swimming pool discharges;

liquid waste means –

- (a) wastewater or any other waste in liquid form from domestic, industrial or commercial activities, other than effluent;
- (b) includes bathroom, kitchen, scullery and laundry wastes, all washings from animal and poultry pens and any other domestic or trade wastes that are discharged by means of a drain to a receptacle for drainage; and

- (c) includes waste from any process or activity, whether useful or useless, that is in liquid form and includes paint, fuel, grease, fat, oil, degreaser, solvent, detergent, chemical, animal waste, food waste, effluent and all discharges of liquid to land, air or water that are not otherwise authorised by a written law but does not include uncontaminated stormwater; and

receptacle for drainage has the same meaning as in the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974*.

4.2 Deposit of liquid refuse

- (1) A person shall not deposit or cause or permit to be deposited liquid refuse –
 - (a) on a street;
 - (b) in a stormwater disposal system; or
 - (c) on any land or place other than a place or depot duly authorised for that purpose.
- (2) Notwithstanding subclause (1), in the case of swimming pool back wash water, discharge is permitted –
 - (a) into soak wells of adequate capacity; or
 - (b) onto a road verge for the purpose of watering gardens or vegetation, without discharge onto a road or into a stormwater drain.
- (3) The owner or occupier of land on which a swimming pool is constructed shall ensure that backwash water is not permitted to discharge onto or run-off onto adjacent land or so as to cause a nuisance, or cause damage to any structures situated on adjacent land.

4.3 Disposal of liquid waste

- (1) The owner or occupier of premises shall –
 - (a) provide, by one of the methods prescribed in this clause, for the disposal of all liquid waste produced on the premises; and
 - (b) at all times maintain in good working order and condition any apparatus used for the disposal of liquid waste.
- (2) Liquid waste shall be disposed of by one of the following methods –
 - (a) discharging it into the sewerage system of a licensed water service operator in a manner approved by the licensed water service operator;
 - (b) discharging it into an apparatus for the treatment of sewage and disposal of effluent and liquid waste approved by the Chief Health Officer or an authorised person; or
 - (c) collection and disposal at an approved liquid waste disposal site in a manner approved by the Chief Health Officer.

Division 2 – Transport of Butchers' Waste

4.4 Interpretation

In this division, unless the context otherwise requires –

butchers' waste includes animal skeletons and rib cages, from a boning room and the inedible products of an abattoir or a butcher's shop.

4.5 Restriction of vehicles for transport of butchers' waste

- (1) A person shall not use, for the transport of butchers' waste –
 - (a) a vehicle used for the transport of food or drugs; or
 - (b) anything intended to be used for the packing or handling of food or drugs.
- (2) A vehicle used for the transport of butchers' waste shall not be used to transport any other item, substance or material which is not butchers' waste in the same compartment.

4.6 Transport of butchers' waste

- (1) A person shall not transport butchers' waste other than in –
 - (a) a compartment complying with the following specifications –
 - (i) all internal surfaces to be constructed of an approved, smooth, impervious material;
 - (ii) all joints to be sealed and made watertight;
 - (iii) the loading doors, if any, to be water-tight and kept closed at all times except when loading or unloading; and

- (iv) the top to be completely covered by a tarpaulin or other impervious material approved by an authorised person so as to keep the load out of sight of the public; or
 - (b) a container which is water-tight, durable and impervious and which is fitted with a lid, which can be tightly closed.
- (2) A person shall not transport any butchers' waste in a vehicle unless the vehicle and its fittings, including the compartment or container referred to in this clause, are –
- (a) maintained in good order and condition; and
 - (b) thoroughly cleaned at the conclusion of each day's work.
- (3) A person shall not load, transport, or unload butchers' waste in a manner that is or may be offensive due to –
- (a) the sight of animal skeletons, bones, offal or waste matter;
 - (b) the odour of putrefaction, offal or waste matter; or
 - (c) the presence of blood and particles of flesh or fat dropping onto the surface of the street pavement or ground.

Division 3 – Waste Receptacle Enclosures

4.7 Suitable enclosure for waste receptacles

- (1) For the purposes of this clause, a "suitable enclosure" means an enclosure –
- (a) of sufficient size to accommodate all waste receptacles used on the premises but in any event having a floor area not less than a size approved by an authorised person;
 - (b) constructed of brick, concrete, corrugated compressed fibre cement sheet or other material of suitable thickness approved by an authorised person;
 - (c) having walls not less than 1.8 metres in height and having an access way of not less than 1 metre in width and fitted with a self-closing gate;
 - (d) containing a smooth and impervious floor –
 - (i) of not less than 75 millimetres in thickness; and
 - (ii) which is evenly graded to an approved liquid refuse disposal system;
 - (e) which is easily accessible to allow for the removal of the waste receptacles;
 - (f) provided with a ramp into the enclosure having a gradient no steeper than 1:8 unless otherwise approved by an authorised person; and
 - (g) provided with a tap connected to an adequate supply of water.
- (2) An owner or occupier of premises may be required by direction in writing given by an authorised person to provide a suitable enclosure on the premises for the storage and cleaning of waste receptacles, where the premises –
- (a) consists of more than 3 dwelling houses; or
 - (b) are used for commercial or industrial purposes; or
 - (c) are food premises.
- (3) An owner or occupier of premises required to provide a suitable enclosure under this clause shall keep the enclosure thoroughly clean and disinfected.

PART 5 - NUISANCES AND GENERAL

Division 1 – Nuisances

5.1 Interpretation

In this division, unless the context otherwise requires –

car park means premises, or any part of premises, set aside for parking of 3 or more motor vehicles;

dust means any visible granular or particulate material which has or has the potential to become airborne and includes organic and non-organic matter and sand, but does not include smoke;

fertiliser includes manure;

liquid waste has the same meaning as in clause 4.1; and

public vehicle includes bus, taxi or any other public transport.

5.2 Public vehicles to be kept clean

The owner or person in control of a public vehicle shall –

- (a) maintain the vehicle at all times –
 - (i) in a clean condition; and
 - (ii) free from vectors of disease; and
- (b) whenever directed by written notice given by an authorised person, thoroughly clean and disinfect the vehicle as directed.

5.3 Prohibition against spitting

A person shall not spit on a footpath, street or public place.

5.4 Transportation, use and storage of offal, blood or other offensive material

A person shall not transport or store offal or blood, for the purpose of being used as manure, unless it has been sterilised by –

- (a) steam, and properly dried; or
- (b) some other effective method approved by an authorised person.

5.5 Use or storage of fertiliser

An owner or occupier of premises shall not use or keep for the purpose of use, as fertiliser any –

- (a) pig manure;
- (b) human faeces; or
- (c) urine.

5.6 Storage and dispatch of artificial fertiliser

An owner or occupier of premises where artificial fertiliser is stored in bulk for sale shall –

- (a) keep all artificial fertiliser in a building –
 - (i) of which all internal surfaces are constructed of durable and non-absorbent materials; finished internally with a smooth surface;
 - (ii) that protects it from the absorption of moisture; and
 - (iii) that is adequately ventilated;
- (b) take adequate measures to prevent the emission of dust or offensive effluvia from the building; and
- (c) ensure that all artificial fertiliser dispatched from the premises is handled and loaded in such a manner as to prevent any nuisance arising during transit.

5.7 Storage of fertiliser and compost

- (1) Subject to subclause (2) fertiliser and compost is not to be stored inside a dwelling house in a habitable room, kitchen, laundry, bathroom, living area, passage way or bedroom.
- (2) Fertiliser and compost may be stored –
 - (a) in a non-habitable building such as a shed, garage or storage room which is fully enclosed, well ventilated and separated from the habitable areas of the dwelling house; or
 - (b) in an outside area.
- (3) The owner or occupier of premises where fertiliser or compost is stored or used shall –
 - (a) take reasonable steps to prevent the escape of odours, dust or particles of fertiliser or compost;
 - (b) treat the fertiliser or compost in such a manner as to effectively prevent it attracting or being a breeding place for vermin; and
 - (c) store only such amounts of fertiliser or compost –
 - (i) as can be readily used within a reasonable period; or
 - (ii) as may be directed by written notice given by an authorised person.

5.8 Movement of commercial vehicles

(1) In this clause –

light commercial vehicle –

- (a) means a vehicle with a gross vehicle mass not greater than 4500 kg, constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a vehicle for the conveyance of passengers; and

- (b) includes any vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4500 kg including –

- (a) a utility, van, truck, tractor, bus or earthmoving equipment; and
 - (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a).
- (2) A person shall not park a light commercial vehicle or commercial vehicle containing animals in a townsite for a period in excess of one hour, unless –
- (a) on land zoned as farming, rural residential, rural, special rural, industrial, light industry or general industry; and
 - (b) the vehicle is parked on that land more than 100 metres from any dwelling house.
- (3) A person shall not park a light commercial vehicle or commercial vehicle so as to create or be a nuisance to any person, by reason of the odour emanating from the vehicle where that vehicle contains or has been used for –
- (a) the carriage of animals;
 - (b) the transport of chemicals; or
 - (c) collection or disposal of any waste.
- (4) If a person parks a light commercial vehicle or commercial vehicle containing animals in a townsite in accordance with subclause (2) or with the approval of an authorised person, then the person does not contravene subclause (3).
- (5) A person shall not start or drive a commercial vehicle on land zoned, approved or used for residential purposes between the hours of 10.30 pm and 6.30 am on the following day without first obtaining the written consent of an authorised person.

5.9 Footpaths etc, to be kept clean

An owner or occupier of premises shall take reasonable steps to ensure that any footpath, pavement, area or right of way immediately adjacent to the premises is clear of any rubbish, matter or things coming from or belonging to the premises.

5.10 Disposing of disused refrigerators or similar containers

A person shall not place, leave or dispose of a disused refrigerator, ice chest, ice box, trunk, chest or other similar article having a compartment with a capacity of 0.04 cubic metres or more, on any land unless –

- (a) every door and lid and every lock, catch and hinge attached to a door or lid has been removed;
- (b) rendering every door and lid incapable of being fastened; and

refrigerant gas has been removed by a qualified person.

5.11 Storage of vehicles, vessels and machinery

- (1) In this clause –

machinery includes disused equipment;

vehicle means any motor vehicle, or part of a motor vehicle in a state of disrepair or in the process of being wrecked whether licensed or not;

vessel means any kind of vessel intended for navigation by water, or part of a vessel in a state of disrepair or in the process of being wrecked whether licensed or not; and

wreck includes the dismantling, breaking up, storage and disposal of vehicles.

- (2) The owner or occupier of land in a townsite shall not –

- (a) store, or allow to remain, in public view on any lot more than one vehicle, vessel or machinery (whether licensed or not) in a state of disrepair;
- (b) store, or allow to remain, in public view on any lot any vehicle, vessel or machinery in a state of disrepair for a period in excess of one month;
- (c) store, or allow to remain, in public view on any lot any vehicle, vessel or machinery parts (including tyres);
- (d) wreck, dismantle or break up any vehicle, part or body of a vehicle, vessel or machinery except where performed –
 - (i) inside a building; or

- (ii) within an area enclosed by a fence or wall of not less than 1.8 metres in height and of such a nature as to screen all vehicles, parts or bodies of vehicles, vessels or machinery from the street and from adjoining properties; or
 - (e) wreck, dismantle or break up a vehicle, vessel or machinery so as to cause a nuisance.
- (3) Subclause (2)(a) to (d) does not apply where –
- (a) where the approval of an authorised person has been obtained; or
 - (b) on land that is zoned appropriately.

Division 2 – Slaughter and disposal of dead animals

5.12 Slaughter of animals

- (1) Subject to subclause (2) a person, shall not slaughter any animal within the district.
- (2) Subclause (1) does not apply to –
 - (a) euthanasia of animals by veterinarians or other duly authorised persons;
 - (b) persons who slaughter stock for their own consumption and who are exempted under Regulation 20 (2) of the *Food Regulations 2009*;
 - (c) slaughter of animals for the purposes of pet meat and game meat operations in accordance with Part 5 of the *Food Regulations 2009*; and
 - (d) slaughter of animals for human consumption in abattoirs, operating in accordance with clause 11.37.

5.13 Disposal of dead animals

- (1) An owner or operator of a veterinary practice where dead animals are kept for more than 12 hours, shall refrigerate the carcass prior to its removal and disposal, at an approved disposal site.
- (2) An owner or occupier of premises, other than a veterinary practice, on which there is a dead animal shall without delay remove the carcass for its disposal at an approved disposal site.
- (3) An owner, or a person having the care, of any animal that dies or is killed in a public or private place shall without delay remove the carcass and arrange for its disposal at an approved disposal site.
- (4) The requirements of subclauses (1), (2) and (3) shall not limit the practice by farmers, pastoralists and the like of disposing of carcasses on rural land in a manner that is not likely to pollute or be dangerous or injurious to health.

Division 3 – Feedlots

5.14 Interpretation

In this division, unless the context otherwise requires –

feedlot means a confined area with watering and feeding facilities where animals are held and fed for the purpose of weight gain;

animal includes cattle, sheep, goats, deer and the like; and

sensitive land use means land use sensitive to emissions from industry and infrastructure, and

includes –

- (a) isolated rural residences;
- (b) residential developments;
- (c) hospitals, nursing homes, aged care facilities and the like;
- (d) hotels, motels, hostels, caravan parks and the like
- (e) schools, child care facilities and the like;
- (f) shopping centres;
- (g) playgrounds, public buildings and the like; and
- (h) commercial and industrial land uses including dairies, which require a high level of amenity or are sensitive to particular emissions.

5.15 Premises to be approved

- (1) No premises shall be used as a feedlot unless approved with or without conditions by an authorised person.
- (2) In addition to clause 13.1 an application for approval under subclause (1) shall be accompanied by

- (a) plans and specifications of the proposed feedlot;
 - (b) details of the approximate number of animals to be kept;
 - (c) details of the drainage and effluent disposal system to be installed; and
 - (d) details of the method by which cleanliness of the feedlot shall be maintained.
- (3) Notwithstanding subclause (1), a feedlot with more than 500 animals is to be registered under the *Environmental Protection Regulations 1987* –
- (a) Schedule 1, Part 1 (Category 1); or
 - (b) Schedule 1, Part 2 (Category 68).

5.16 Buffer distances for feedlots

- (1) Feedlots are to be sited so that every portion of the feedlot complies with the following minimum separation distances –

	1	2	3	4
	Feedlots and facilities for			
	more than 5000 animals	500-4999 animals	50-499 animals	less than 50 animals
Townsite boundaries	5000m	3000m	2000m	500m
Sensitive land use including isolated residences	1000m	1000m	1000m	1000m
Surface water supply catchments	Not permitted	Not permitted	Not permitted	Not permitted
Water courses, lakes or wetlands	300m	300m	300m	300m
Bores, wells, soaks for drinking water supply	300m	300m	300m	300m
Stock irrigation supply	300m	300m	300m	300m
Public roads, recreation areas	100m	100m	100m	50m
Neighbouring rural property boundaries	50m	50m	50m	50m

- (2) Sites unable to satisfy the separation requirements may be approved with or without conditions on application to the Council.

5.17 Site requirements

- (1) The owner or occupier of an approved feedlot shall ensure that –
- (a) the premises are sited in an area where the land slope is no greater than 1:20 but no less than 1:100;
 - (b) the premises are sited on sandy loam soils rather than coarse sand;
 - (c) the premises have a minimum groundwater clearance of 3 metres;
 - (d) drainage diverts all uncontaminated stormwater from the general waste stream;
 - (e) stock numbers per pen do not cause dust and effluvia to become a nuisance; and
 - (f) the premises have solid and liquid waste disposal arrangements that are not offensive or injurious to health.
- (2) The owner or occupier of the approved feedlot shall take effective measures to prevent the discharge of dust which may involve –
- (a) reducing the stocking rate immediately to a level that does not cause the discharge of dust;
 - (b) stabilisation of the soil surface to a level that does not cause the discharge of dust; or
 - (c) provision of adequate windbreaks to effectively prevent the discharge of dust.

5.18 Management of beef cattle feedlots

Beef cattle feedlots are to be operated and managed in accordance with the *Guidelines for the Environmental Management of Beef Cattle Feedlots in Western Australia (2004)*.

5.19 Interpretation

In this Division, unless the context otherwise requires –

intensive piggery means premises on which pigs are fed, watered and housed in pens;

other piggery means a piggery other than an intensive piggery;

piggery has the meaning given to it by section 3(1) of the Act; and includes any portion of premises to which pigs have access; and

sensitive land use has the meaning given to it in clause 5.14.

5.20 Premises to be approved

- (1) Premises shall not be used as a piggery unless approved with or without conditions by an authorised person.
- (2) An application for registration of a piggery shall be made in accordance with clause 13.1.
- (3) In addition to clause 13.1 an application for approval under subclause (1) shall be accompanied by –
 - (a) plans and specifications of the proposed piggery;
 - (b) details of the approximate number of pigs to be kept;
 - (c) details of the drainage and effluent disposal system to be installed; and
 - (d) details of the method by which cleanliness of the piggery shall be maintained.
- (4) Notwithstanding subclause (1), an intensive piggery is to be registered under the *Environmental Protection Regulations 1987* –
 - (a) Schedule 1, Part 1 (Category 2); or
 - (b) Schedule 1, Part 2 (Category 69).

5.21 Buffer distances for piggeries

- (1) Subject to subclause (2), no premises shall be approved as a piggery with or without conditions by an authorised person unless every portion of such piggery complies with the following minimum separation distances –

	1	2	3	4	5	6
	Piggeries and facilities for				Land used to dispose of raw or partly treated waste	Land used to dispose of effectively treated waste
	more than 5000 pigs	500-4999 pigs	50-499 pigs	less than 50 pigs		
Townsite boundaries	5000m	3000m	2000m	500m	1000m	200m
Sensitive land use including isolated residences	1000m	1000m	1000m	1000m	1000m	50m
Surface water supply catchments	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted
Water courses, lakes or wetlands	300m	300m	300m	300m	300m	100m
Bores, wells, soaks for drinking water supply	300m	300m	300m	300m	300m	100m
Stock irrigation supply	300m	300m	300m	300m	300m	100m
Public roads, recreation areas	200m	150m	100m	50m	100m	20m
Neighbouring rural property boundaries	50m	50m	50m	50m	300m	20m

- (2) Sites unable to satisfy the separation requirements may be approved with or without conditions on application to the Council.

5.22 Site requirements

- (1) The owner or occupier of premises shall take effective measures to prevent the discharge of dust, offensive fumes and effluent becoming a nuisance which may involve –
 - (a) reducing the stock rate immediately to a level that does not cause the discharge of dust, odour or effluent; or
 - (b) stabilisation of the soil surface to a level that does not cause the discharge of dust, odour or effluent; or
 - (c) provision of adequate windbreaks to effectively prevent the discharge of dust.

5.23 Sties, enclosures or sheds

- (1) The occupier of every piggery shall provide either –
 - (a) sties and enclosures;
 - (b) enclosures; or
 - (c) sheds;within which pigs shall be kept.
- (2) Where sties and enclosures are provided –
 - (a) the floor of every sty shall be properly paved with impervious materials, and every such floor shall have sufficient fall to a surface gutter, which shall –
 - (i) be constructed of similar materials;
 - (ii) be not less than 300 millimetres wide and 75 millimetres deep in the centre of its width;
 - (iii) extend the whole length of the sty; and
 - (iv) have sufficient fall so that it shall discharge all liquids falling upon the floor or upon the gutter into an impervious sump of sufficient capacity to receive at least one day's drainage; and
 - (b) the area of every enclosure appurtenant to a sty or group of sties shall be not less than 3 times the area of the sty or group of sties to which it is appurtenant.
- (3) Where enclosures only are provided, then the fences of such enclosures shall be –
 - (a) movable; and
 - (b) moved and re-erected to enclose a new site whenever –
 - (i) the ground within a site is becoming offensive; or
 - (ii) the occupier is directed by written notice to do so by an authorised person.
- (4) Where one or more sheds are provided, then the floor of every shed shall –
 - (a) comply with subclause (2)(a);
 - (b) be maintained in a structurally sound and clean condition free of infestation with flies and other vectors of disease; and
 - (c) be effectively drained and effluent waste removed so as to prevent a nuisance occurring.

5.24 Management of piggeries

Unless otherwise provided for under this local law, piggeries are to be operated and managed in accordance with the –

- (a) *National Environmental Guidelines for Indoor Piggeries (2018)*; or
- (b) *National Environmental Guidelines for Rotational Outdoor Piggeries (2013)*.

5.25 Feed

The occupier of any piggery shall not –

- (a) receive, or allow to be received on such premises, any carcass or part of a carcass of a diseased animal;
- (b) feed the pigs upon the flesh or offal of diseased animals;
- (c) receive or suffer or permit to be received on the premises, putrid matter for any purpose; and
- (d) receive or suffer or permit to be received on the premises, any kitchen, slaughterhouse or butcher's wastes or other putrescible pig feed.

5.26 Fencing

The occupier of every piggery shall securely fence all the enclosures.

5.27 Water supply

The occupier of every piggery shall provide a sufficient and constant supply of clean water, which shall be

properly protected against pollution and always available for cleansing purposes.

5.28 Feeding troughs

- (1) The occupier of every piggery shall –
 - (a) where sties and enclosures are provided under the provisions of clause 5.23(2), provide feeding troughs in every sty, situated near to the drainage gutter or positioned to be accessible to the pigs in two or more sties or enclosures;
 - (b) where enclosures are provided under the provisions of clause 5.23(3), provide feeding troughs in every such enclosure;
 - (c) cause all feeding troughs, other than those provided in connection with movable enclosures, to be fixed upon a cement or concrete floor extending 1.2 metres in all directions from such trough, and designed to permit ready drainage; and
 - (d) not permit pigs to be fed other than at the feeding troughs provided in accordance with this clause.
- (2) Notwithstanding the provisions of subclause (1), where pigs are kept continually confined in fully enclosed pens, floor feeding with pellets or dry meal shall be permitted, in which case feeding troughs are not required to be provided.

5.29 Slaughtering

The occupier of any piggery shall not permit any slaughtering of animals on the premises.

Division 5 – Bee keeping

5.30 Interpretation

In this Division, unless the context otherwise requires –

bee means an insect belonging to any of the various *hymenopterous* insects of the super family *Apoidea* and commonly known as bee; and

hive means a moveable or fixed structure, container or object in which a colony of bees is kept.

5.31 Limitation on numbers of bee hives

- (1) A person shall not keep or permit the keeping of bees unless –
 - (a) on land having an area greater than 1000 square metres; or
 - (b) approval to do so has been given by an authorised person.
- (2) Subject to subclause (3), a person shall not keep or permit the keeping of bees in more than two hives on land within a townsite.
- (3) An authorised person may, upon written application, consent to a person keeping bees in more than two hives on a lot, with or without conditions.

5.32 Restrictions on keeping of bees

A person shall not keep or permit the keeping of bees on a lot unless, at all times –

- (a) an adequate and permanent supply of water is provided on the lot which is readily accessible to bees;
- (b) the hive is kept –
 - (i) outside, and at least 10 metres from, any building other than a fence;
 - (ii) at least 10 metres from any footpath, street, private street or public place; and
 - (iii) at least 5 metres from the boundary of the lot;
- (c) the person is registered as a beekeeper if required by the *Agriculture Management (Identification and Movement of Stock and Apiaries) Regulations 2013*.

5.33 Bees which cause a nuisance not to be kept

A person shall not keep or permit the keeping of bees which cause a nuisance.

PART 6 - ENVIRONMENT

Division 1 – Unsightly Land and Disused Materials

6.1 Unauthorised storage of materials

- (1) All construction materials shall be located on the building site or development site under construction, unless written approval has been given by an authorised person to store materials on another property (including a road reserve).
- (2) In addition to clause 13.1 an application for approval under subclause (1) shall be accompanied by the written approval of the landowner of the land on which materials are proposed to be stored.

6.2 Removal of refuse and disused materials

The owner or occupier of a lot shall not keep, or permit to remain on the lot, any refuse, rubbish or disused material of whatever nature or kind which in the opinion of an authorised person is likely to give the lot an unsightly appearance and does not conform with the general appearance of other land in that particular part of the district.

6.3 Removal of unsightly overgrowth of vegetation

The owner or occupier of a lot shall not permit to remain on a lot, any unsightly overgrowth of vegetation that gives the lot an untidy appearance.

Division 2 – Dust, Smoke, Fumes and Odours

6.4 Interpretation

In this division, unless the context otherwise requires –

dust means any visible granular or particulate material which has or has the potential to become airborne and includes organic and non-organic matter and sand, but does not include smoke; and

liquid waste means –

- (a) wastewater or any other liquid waste from domestic, industrial or commercial activities, other than effluent;
- (b) includes bathroom, kitchen, scullery and laundry wastes, all washings from animal and poultry pens and any other domestic or trade wastes that are discharged by means of a drain to a receptacle for drainage; and
- (c) includes waste from any process or activity, whether useful or useless, that is in liquid form and includes paint, fuel, grease, fat, oil, degreaser, solvent, detergent, chemical, animal waste, food waste, effluent and all discharges of liquid to land, air or water that are not otherwise authorised by a written law but does not include uncontaminated stormwater.

6.5 Dust management

- (1) An authorised person may require an owner or occupier of land undertaking or intending to undertake any work involving the clearing of land, from which any sand or dust is likely to be released whether by means of wind, water or any other cause, to –
 - (a) submit to an authorised person a Dust Management Plan in accordance with “A guideline for managing the impacts of dust and associated contaminants from land development sites, remediation and other related activities (2011)” as produced by the Department of Water and Environmental Regulation, and amended from time to time; and
 - (b) obtain written approval of the Dust Management Plan from an authorised person before commencement of any work.
- (2) An owner and or occupier of land may be required by written notice to take effective measures including but not limited to –
 - (a) stabilise dust on the land;
 - (b) contain all liquid waste on the land;
 - (c) ensure no dust or liquid waste is released or escapes from the land whether by means of wind, water or any other cause; and
 - (d) notify the owners or occupiers of adjoining land in writing at least 48 hours prior to the commencement of any activity that has the potential to cause the release or escape from the land of dust or liquid waste giving details of –
 - (i) the nature of the activity;
 - (ii) the proposed commencement time, frequency, duration time and location of the activity; and

- (iii) the name of the person responsible for carrying out the activity and how and where that person may be contacted.
- (3) Where an authorised person is of the opinion that dust or liquid waste may be released or escape as a result of an activity which is likely to be carried on from any land, the authorised person may give to the owner or occupier written notice that the activity may only be carried on subject to conditions specified in the notice.

6.6 Burning of cleared vegetation on building or development site prohibited

An owner or occupier of any building site or development site within a townsite shall ensure that no vegetation or other material cleared from the site is burnt on the site unless authorisation in writing is given by an authorised person.

6.7 Burning of rubbish, refuse or other material

- (1) A person shall not on any land having an area of 4000 square metres or less within a townsite, set fire to rubbish, refuse or other materials unless –
 - (a) the material does not include any plastic, rubber, food scraps, green garden materials or other material likely to cause the generation of smoke or odour in such quantity as to cause a nuisance to other persons;
 - (b) a haze alert has not been issued by the Bureau of Meteorology for the period during which burning is to take place; and
 - (c) the burning complies with the *Bush Fires Act 1954*, any annual fire hazard reduction notice issued by an authorised person under that Act and any conditions of approval as determined by an authorised person.
- (2) Subclause (1) shall not apply to any barbeque, solid fuel water heater, space heater or ovens fired with dry paper, dry wood, synthetic char or charcoal type fuel.
- (3) Subclause (1) is subject to any fire danger rating as determined by the Bureau of Meteorology.

6.8 Escape of dust, smoke, fumes or odours

An owner or occupier of land or premises shall not cause or permit the escape of dust, smoke, fumes or odours from the land so as to cause or to be a nuisance to any person.

Division 3 – Stormwater Management

6.9 Containment and disposal of stormwater

- (1) The owner or occupier of a lot shall ensure that all stormwater received by any building, house, or other structure or any paved or sealed or other surfaced areas including any vehicle access ways on the lot is contained within the lot and is not permitted to discharge onto or run-off onto adjacent land so as to cause a nuisance, or cause damage to any structures situated on adjacent land.
- (2) Subclause (1) shall not prevent the discharge of stormwater from a lot into a local government approved stormwater drain or road.
- (3) The owner or occupier of a lot shall ensure that all stormwater drainage systems on the lot or used by that lot but are located on an adjoining land, are maintained in a good state of repair and free from obstruction.

Division 4 – Light

6.10 Use of exterior lights

An owner and or occupier of land on which floodlights, lighting installations or other exterior lights are erected or used shall not allow the floodlights or other exterior lights to shine directly onto an adjoining lot.

6.11 Emission or reflection of light

An owner or occupier of land shall ensure that –

- (a) artificial light is not emitted or reflected from anything on the land so as to illuminate premises outside the land at a level that interferes unreasonably with normal daily activities; and
- (b) natural light is not reflected from anything on the land so as to create or cause a nuisance to –

- (i) the owner or occupier of any other premises; or
- (ii) person lawfully using a street or thoroughfare.

PART 7 - ANIMALS AND BIRDS

Division 1 – Keeping of animals and birds

7.1 Cleanliness

An owner or occupier of premises in or on which a dog, cat or other animal or bird is kept shall –

- (a) maintain the premises free from excrement, filth, food waste and all other matters which is or is likely to become offensive or injurious to health or to attract rats or other vermin;
- (b) when so directed by written notice given by an authorised person, clean and disinfect the premises; and
- (c) keep the premises, so far as possible, free from flies or other vermin by spraying with a residual insecticide or other effective means.

7.2 Nuisance caused by animals or birds

An owner or occupier of land shall not keep any animal or bird which –

- (a) is or creates a nuisance; or
- (b) emits an unreasonable or constant noise.

7.3 Animal and bird enclosures

- (1) A person shall not keep or cause or permit to be kept any animals or birds on premises which are not effectively drained or of which the drainage flows to the walls or foundations of any building.
- (2) An authorised person may give written notice to the owner or occupier of premises where animals or birds are kept to pave, grade and drain floors of all structures and the surface of the ground of all enclosures used for the keeping of animals or birds.

7.4 Keeping of fauna

- (1) In this clause –

fauna means any animal indigenous to or which periodically migrates to any State or Territory of the Commonwealth or the territorial waters of the Commonwealth and includes in relation to any such animal –

- (a) any class of animal or individual member;
- (b) the eggs or larvae; or
- (c) the carcass, skin, plumage or fur unless it has been shed or discarded by the fauna in a normal or natural manner.

- (2) Notwithstanding the provisions of Division 2 and Division 3 of this Part, a person may keep fauna for the period and under such conditions as may be authorised by the department of the Public Service principally assisting in the administration of the *Conservation and Land Management Act 1984*.

Division 2 – Keeping of Animals

7.5 Interpretation

In this division, unless the context otherwise requires –

approved animal means a farm animal the subject of an approval by an authorised person;

cow includes an ox, calf or bull;

farm animal includes a horse, cow, pig, sheep, camel, alpaca, llama, deer, goat or other large animal; and

horse includes an ass, mule, donkey or pony.

7.6 Requirements for keeping approved animals

- (1) An owner or occupier of premises within a townsite shall not keep a farm animal without approval of an authorised person.
- (2) An owner or occupier of premises who has an approved animal shall ensure the premises has an area

of not less than 2000 square metres for the exclusive use of the approved animal.

- (3) A person who keeps an approved animal or permits an approved animal to be kept shall ensure that –
 - (a) all approved animals are to be kept in a properly constructed and securely fastened structure or enclosure; and
 - (b) no approved animal is able to encroach within 15 metres of a dwelling house, public building, or premises where people are employed or premises where food is stored, prepared, manufactured or sold.
- (4) Subclauses (1) and (2) do not apply to premises used –
 - (a) for veterinary purposes;
 - (b) as a pet shop; or
 - (c) in accordance with clause 7.4(2).

7.7 Limitation on numbers of other animals

- (1) The number of cats or dogs permitted to be kept are as determined by the Shire of Narrogin –
 - (a) *Cats Local Law 2016* as amended from time to time; and
 - (b) *Dogs Local Law 2016* as amended from time to time.
- (2) Without the approval of an authorised person, an owner or occupier of land in a townsite shall not keep more than 20 animals, including dogs and cats.
- (3) Notwithstanding subclause (2) an authorised person may require a reduction of the approved number of animals on premises within a townsite, or alternatively prohibit the keeping of animals on particular premises, if unreasonable noise or a nuisance is being caused.
- (4) Subclauses (2) and (3) do not apply to premises used –
 - (a) for veterinary purposes;
 - (b) as a pet shop; or
 - (c) in accordance with clause 7.4(2).

Division 3 – Keeping of Birds

7.8 Interpretation

In this division, unless the context otherwise requires –

poultry includes fowls, peafowls, guinea fowls, turkeys, geese, ducks, chickens, bantams and other domestic fowls;

pigeons are birds that are classified within the family Columbidae and includes doves; and

miscellaneous birds means birds other than poultry and pigeons.

7.9 Commercial poultry establishments

Commercial poultry establishments are to manage operations in accordance with the *Environmental Code of Practice for Poultry Farms in Western Australia 2004* produced by the Western Australian Broilers Growers Association and Poultry Farmers Association of Western Australia.

7.10 Limitation on numbers of pigeons, poultry and miscellaneous birds

- (1) Without the approval of an authorised person, an owner or occupier of land in a townsite shall not keep a combined total of more than 20 poultry, pigeons and miscellaneous birds.
- (2) Notwithstanding subclause (1) an authorised person may require a reduction of the approved number of poultry, pigeons, or miscellaneous birds on premises within the district, or alternatively prohibit the keeping of poultry, pigeons, or miscellaneous birds on particular premises, if unreasonable noise or a nuisance is being caused.
- (3) Subclauses (1) and (2) do not apply to premises used –
 - (a) for veterinary purposes;
 - (b) as a pet shop; or
 - (c) in accordance with clause 7.4(2).

7.11 Requirements for keeping poultry

- (1) A person who keeps poultry or permits poultry to be kept on land within a townsite shall ensure that –
 - (a) all poultry is kept in a properly constructed and securely fastened structure or enclosure;

- (b) the structure or enclosure is in a yard having an otherwise unobstructed area of at least 15 square metres; and
 - (c) no poultry is able to approach within 15 metres of a street other than a right of way unless, in the case of land at the junction of two or more streets, an authorised person has approved a lesser distance.
- (2) A person who keeps poultry or permits poultry to be kept shall ensure no poultry is able to encroach –
- (i) within 5 metres of any dwelling house on the land; or
 - (ii) within 15 metres of a neighbouring dwelling house, public building, or premises where people are employed or premises where food is stored, prepared, manufactured or sold.

7.12 Roosters, geese, turkeys, peafowl, emu and ostrich

Without the approval of an authorised person, an owner or occupier of premises in a townsite shall not keep on those premises –

- (a) a rooster;
- (b) a goose or gander;
- (c) a turkey;
- (d) a peacock or peahen;
- (e) guinea fowl;
- (f) an emu; or
- (g) an ostrich.

7.13 Requirements for keeping pigeons

- (1) An owner or occupier of land in a townsite shall not keep pigeons without the approval of an authorised person.
- (2) An authorised person may approve the keeping of pigeons, subject to conditions that may include but are not limited to –
- (a) no pigeon is able to approach within 15 metres of a dwelling house, public building or premises where people are employed or where food is stored, prepared, manufactured or sold;
 - (b) except where homing pigeons are freed for exercise, the pigeons are kept in a properly constructed pigeon loft that is in a yard having an otherwise unobstructed area of at least 30 square metres; and
 - (c) pigeons are kept in accordance with the *Code of Practice for Pigeon Keeping and Racing in Western Australia*.

7.14 Restrictions on pigeon nesting or perching

An authorised person may give written notice to an owner or occupier of a house or other structure in or on which pigeons are, or are in the habit of, nesting or perching so as to create a nuisance to take adequate steps to prevent them continuing to do so.

7.15 Restrictions on feeding wild birds

- (1) A person shall not feed a pigeon, dove, seagull, ibis, raven or other wild bird –
- (a) so as to cause a nuisance or be injurious or dangerous to health; or
 - (b) with a food or substance that is not a natural food of a bird.
- (2) Where an authorised person forms the opinion that a person has not complied with subclause (1) the authorised person may give a person written notice requiring the person to clean up and properly dispose of any feed or waste products specified in the notice.

PART 8 - PEST CONTROL

8.1 Interpretation

In this Part, unless the context otherwise requires –

Argentine ant means an ant belonging to the species *Limepithema humile* (formerly *Iridomyrmex humilis*);

arthropod vectors of disease includes –

- (a) fleas (*Siphonaptera*);

- (b) bedbugs (*Cimex lectularius*);
- (c) crab lice (*Phthirus pubis*);
- (d) body lice (*Pediculus humanus var. corporis*); and
- (e) head lice (*Pediculus humanus var. capitis*);

cockroach means any of the various orthopterous insects commonly known as cockroaches;

European wasp means a wasp *Vespula germanica*;

flies means any of the two-winged insects constituting the order *Diptera* commonly known as flies;

mosquitoes means any of the two-winged insects constituting the family *Diptera Culicidae* commonly known as mosquitoes;

rodents means those animals belonging to the order *Rodentia* and includes rats and mice but does not include native rodents, laboratory bred rats and mice or animals (other than rats) kept as pets in an enclosure designed for the purpose of keeping as pets animals of that kind.

8.2 Measures to be taken for control of flies

Owners and occupiers of any land within the district that is breeding flies, or that is likely to breed flies, are to comply with the requirements of the *Fly Eradication Regulations*.

8.3 Measures to be taken to prevent breeding of mosquitoes

- (1) An owner or occupier of premises shall take effective measures to ensure that the premises are kept free from possible mosquito breeding sites and shall –
 - (a) take all reasonable steps to –
 - (i) control the prevalence of mosquitoes;
 - (ii) eradicate mosquitos; and
 - (iii) effectively prevent the breeding of mosquitoes.
 - (b) assist an authorised person to locate any possible mosquito breeding sites that may be present in or about the premises.
- (2) An owner or occupier of premises shall –
 - (a) where water is kept in a horse trough, poultry drinking container or other receptacle –
 - (i) frequently change the water; and
 - (ii) keep the water clean and free from vegetable matter and slime;
 - (b) where a septic tank is installed shall ensure the fixture is in sound condition at all times, and mesh having openings not larger than 1.2 millimetres covers any vent to the tank;
 - (c) cause all drains and channels in or on the land to be kept in good order and free from obstruction;
 - (d) where any activity is undertaken on any land which creates an excavation likely to hold water and cause mosquito breeding shall as soon as practicable following the completion of the activity, and taking into consideration the purpose of the excavation, ensure that –
 - (i) the excavation is filled in with clean material and made level with the surrounding surface; or
 - (ii) alternatively treated with an approved pesticide to control mosquito breeding.
- (3) Where it appears to an authorised person that there is, on any premises, undergrowth or vegetation likely to harbour mosquitoes, the owner or occupier of the premises may be required by direction in writing given by an authorised person to cut down and remove within a specified time the undergrowth or vegetation.

8.4 Measures to be taken to eradicate rodents

- (1) An owner or occupier of premises shall at all times take effective measures to eradicate any rodents in or on the premises.
- (2) An owner or occupier of premises who keeps rodents shall –
 - (a) at all times ensure that all live rodents are kept in the effective control of a person or in locked cages; and
 - (b) if a rodent escapes, ensure that all reasonable steps are taken to destroy or recapture the rodent.
- (3) A person shall not store, or allow to be stored, on any premises, any food, refuse or other waste matter unless it is contained in a rodent proof receptacle or compartment.

8.5 Measures to be taken to eradicate cockroaches

An owner or occupier of premises shall take effective measures to eradicate any cockroaches in or on the

premises.

8.6 Measures to be taken to keep premises free from Argentine ants

An owner or occupier of premises shall take effective measures to eradicate any cockroaches in or on the premises.

8.7 Measures to be taken to keep premises free from European wasp nests

An owner or occupier of premises shall –

- (a) ensure that the premises are kept free from European wasp nests;
- (b) without delay notify the local government of any wasp nest in, on or about the premises that is suspected to be a European wasp nest;
- (c) assist an authorised person, or his or her representative, to trace any nest that may be present in, on or about the premises.

8.8 Measures to be taken to keep premises free from arthropod vectors of disease

The owner or occupier of premises shall keep the premises and any person residing in or on the premises free from any arthropod vectors of disease.

PART 9 - INFECTIOUS DISEASES

9.1 Requirements for an owner or occupier to clean, disinfect and disinfect

An authorised person may, by written notice, require an owner or occupier of premises, within the time and in the manner specified in the notice, to clean, disinfect and disinfect –

- (a) the premises; or
- (b) such things in or on the premises as are specified in the notice.

9.2 Authorised person may disinfect or disinfect premises

- (1) Where an authorised person is satisfied that any case of infectious disease has occurred on any premises, the authorised person may give written notice to disinfect or disinfect premises or any part of the premises and anything in or on the premises.
- (2) An owner or occupier of premises shall permit, and provide access to enable, an authorised person or other person to carry out the written notice given under subclause (1).

9.3 Insanitary dwelling houses, premises and things

- (1) An owner or occupier of any dwelling house or premises shall maintain the dwelling house or premises free from any insanitary condition or thing.
- (2) Where the Council resolves that a dwelling house is insanitary, an authorised person may give written notice to an owner of the dwelling house to destroy or amend the dwelling house.
- (3) Where an authorised person considers that a dwelling house or premises is not being maintained in a sanitary condition or any thing is insanitary, direction in writing may be given requiring –
 - (a) the owner or occupier of the dwelling house or premises to amend any insanitary condition; or
 - (b) the owner or occupier of the insanitary thing to destroy or amend it.

9.4 Persons in contact with an infectious disease sufferer

If a person in any dwelling house is, or is suspected of, suffering from an infectious disease, any occupant of the dwelling house or any person who enters or leaves the dwelling house may by direction in writing –

- (a) be removed to isolation in an appropriate place to prevent or minimise the risk of the infection spreading; and
- (b) if so removed, shall remain in that place until the authorised person otherwise directs in writing.

9.5 Declaration of infected dwelling house or premises

- (1) To prevent or check the spread of infectious disease, an authorised person may from time to time declare any dwelling house or premises to be infected.
- (2) A person shall not enter or leave any dwelling house or premises declared to be infected without the written consent of an authorised person.

9.6 Destruction of infected animals

An authorised person, upon being satisfied that an animal is or may be infected or is liable to be infected or to convey infection may, by written notice require –

- (a) that the animal be examined by a registered veterinary officer; and
- (b) all steps taken to enable the condition to be controlled or eradicated; or
- (c) the animal be destroyed and disposed of.

9.7 Disposal of a body

- (1) An occupier of premises in or on which is located the body of a person who has died of an infectious disease shall, subject to subclause (2), cause the body to be buried or disposed of in such manner, within such time and with such precautions as may be directed by written notice given by an authorised person.
- (2) A body shall not be removed from premises where death occurred except to a cemetery or morgue.

9.8 Disposal of used condoms

- (1) An occupier of premises on or from which used condoms are produced shall ensure that the condoms are –
 - (a) placed in a sealed impervious container and disposed of in a sanitary manner; or
 - (b) disposed of in such a manner as may be directed by written notice given by an authorised person.
- (2) A person shall not dispose of a used condom in a public place except in accordance with subclause (1).

9.9 Disposal of used needles

A person shall not dispose of a used hypodermic syringe or needle in a public place unless it is placed in an impenetrable, leak-proof container deposited in a refuse receptacle.

PART 10 - LODGING HOUSES

Division 1 – Registration

10.1 Interpretation

- (1) In this Part, unless the context otherwise requires –
 - accommodation** means one or more buildings used for boarding purposes referred to in this Part;
 - bed and breakfast** means a dwelling house used by a resident of the dwelling house to provide short-term accommodation on a commercial basis for not more than four adults or one family, and contains not more than two guest bedrooms;
 - bunk** means a sleeping berth comprising one of two arranged vertically;
 - dormitory** means a building or room utilised for sleeping purposes at a short term hostel or recreational campsite;
 - Food Standards Code** means the Australian New Zealand Food Standards Code as defined in the Commonwealth *Food Standards Australia New Zealand Act 1991*;
 - holiday accommodation** excludes buildings on a caravan park, excludes a lodging house, and means a building where the period of occupancy of any lodger is not more than 14 consecutive days and includes a bed and breakfast, chalet, cottage or holiday house;
 - keeper** means a person whose name appears on the register of keepers, in respect of accommodation, as the keeper of that accommodation;
 - lodger** means a person who obtains, for hire or reward, board or lodging in accommodation;
 - lodging house** includes a recreational campsite, a serviced apartment and a short term hostel and has the same meaning as defined in Section 3 of the Act;
 - manager** means a person duly appointed by the keeper in accordance with this Division to reside in, and have the care and management of accommodation;
 - manufacturer's specifications** means a data sheet describing the technical characteristics of a product which is published by a manufacturer to help consumers use the product;
 - recreational campsite** means a lodging house, including youth camps, youth education camps, church

camps and riding schools but excluding a camp or caravan within the meaning of the *Caravan Parks and Camping Grounds Act 1995* –

- (a) situated on a campsite principally used for –
 - (i) recreational, sporting, religious, ethnic or educational pursuits; or
 - (ii) conferences or conventions; and
- (b) where the period of occupancy of any lodger is not more than 14 consecutive days;

register of lodgers means the register kept in accordance with section 157 of the Act and this Part;

register of keepers means a register by the local government in which is registered the names and residences of the keepers of all accommodation within its district and the situation of every such accommodation and the number of persons authorised to be resident therein;

resident means a person, other than a lodger, who resides in accommodation;

serviced apartment means a lodging house in which each sleeping apartment, or group of sleeping apartments in common occupancy, is provided with its own sanitary conveniences and may have its own cooking facilities;

short term hostel means a lodging house where the period of occupancy of any lodger is not more than 14 consecutive days and shall include youth hostels and backpacker hostels; and

sleeping apartment means a room for lodgers to sleep in.

- (2) Where in this Part an act is required to be done or forbidden to be done in relation to any lodging house, the keeper of the lodging house has, unless the contrary intention appears, the duty of causing to be done the act so required to be done, or of preventing from being done the act so forbidden to be done, as the case may be.

10.2 Accommodation not to be kept unless registered

A person shall not keep, cause or permit to be kept accommodation unless –

- (a) the accommodation is constructed in accordance with the requirements of this Part;
- (b) the accommodation is registered by the local government under clause 10.4(1);
- (c) the names of the persons keeping or proposing to keep, and managing the accommodation is entered in the register of keepers in accordance with section 147 of the Act; and
- (d) in the case of holiday accommodation, when required by an authorised person, a management plan is approved by an authorised person that includes –
 - (i) a code of conduct detailing the expected behaviour and obligations of lodgers, which is also to be displayed within the premises;
 - (ii) details of lodger check-in and check-out procedures;
 - (iii) details of waste management procedures;
 - (iv) an emergency management plan; and
 - (v) the keeper and manager's mobile telephone numbers.

10.3 Application for registration

In addition to clause 13.1 an application for registration of accommodation shall contain the following details –

- (a) if the applicant is a body corporate, the name and position of the person having principal responsibility for the premises to be registered;
- (b) contact details of the applicant including –
 - (i) business, residential and email addresses; and
 - (ii) business, residential and mobile telephone numbers;
- (c) if the keeper is not to be resident at the lodging house, proposed arrangements for manager;
- (d) proposed classification as –
 - (i) a lodging house;
 - (ii) a short term hostel;
 - (iii) serviced apartments;
 - (iv) recreational campsite; or
 - (v) other classification;
- (e) type and number of rooms and facilities for private use;
- (f) type, number and area of rooms and facilities for use by lodger;
- (g) type, number and area of sanitary conveniences and facilities for each of male and female lodgers;

- (h) number, areas and details of equipment for laundry facilities;
- (i) if meals are to be provided by the manager; and
- (j) be accompanied by detailed plans and specifications of the lodging house.

10.4 Determination of application

- (1) An authorised person may approve, with or without conditions, an application under clause 10.3 by issuing to the applicant a certificate of registration of a lodging house in the form determined by the local government from time to time.
- (2) The certificate of registration is to include –
 - (a) classification as per clause 10.3(d);
 - (b) name of resident manager;
 - (c) name of owner if not resident;
 - (d) number of rooms for lodgers, and the number of lodgers permitted to in each sleeping apartment;
 - (e) number / type of rooms for lodger's use;
 - (f) conditions imposed, if any; and
 - (g) approved number of rooms and approved number of lodgers per room listed according to room.
- (3) The certificate of registration is to be displayed in the reception area accessible by lodgers.
- (4) The licence for a lodging house shall expire on 30 June following the date of its issue.

10.5 Suspension or revocation of registration of a lodging house

In accordance with Part 14, an authorised person may suspend or revoke a registration, including but not limited to the following grounds –

- (a) that the lodging house has not, to the satisfaction of an authorised person, been kept free from vectors of disease or in a clean, wholesome and sanitary condition;
- (b) that the keeper has –
 - (i) been convicted of an offence against this local law in respect of the accommodation;
 - (ii) not complied with a requirement of this Part; or
 - (iii) not complied with a condition of registration;
- (c) that the local government, having regard to a report from the Police, is satisfied that the keeper or manager is not a fit and proper person; and
- (d) that, by reason of alterations or additions or neglect to repair and renovate, the condition of the accommodation is such as to render it, in the opinion of an authorised person, unfit to remain registered.

Division 2 – Construction and Use Requirements

10.6 General construction requirements

The general construction requirements of accommodation shall comply with the NCC.

10.7 Insect screening

The keeper shall provide and maintain in good working order and condition on the premises windows and external doors that are screened with mesh having openings no larger than 1.2 millimetres.

10.8 Sanitary conveniences

- (1) A keeper of accommodation shall maintain in good working order and condition and in convenient positions on the premises –
 - (a) toilets; and
 - (b) bathrooms, each fitted with shower or a bath (or both) and hand wash basin and in accordance with the requirements of the NCC.
- (2) A bathroom or toilet, which is used as a private bathroom or toilet to the exclusion of other lodgers or residents, shall not be counted for the purposes of subclause (1).
- (3) Each bath, shower and hand wash basin shall be provided with an adequate supply of hot and cold water.
- (4) The walls of each shower and bath shall be of an impervious material to a minimum height of 1.8 metres above the floor level.

- (5) Each toilet and bathroom shall –
- (a) be situated, separated and screened as to ensure privacy;
 - (b) be apportioned as to each sex;
 - (c) have a distinct sign displayed in a prominent position denoting the sex for which the toilet or bathroom is provided; and
 - (d) be provided with adequate lighting.
- (6) Subclauses (5)(b) and (c) do not apply to a serviced apartment.

10.9 Laundry unit

- (1) A laundry unit shall consist of –
- (a) a washing machine with a capacity of not less than four kilograms of dry clothing;
 - (b) either an electric drying cabinet or not less than 30 metres of clothes line;
 - (c) one wash trough of not less than 45 litres capacity, connected to both hot and cold water; and
 - (d) A hot water system that –
 - (i) is capable of delivering an adequate supply of water at a temperature of at least 65 degrees Celsius for each washing machine and wash trough provided with the communal facilities; and
 - (ii) has a delivery rate of not less than five litres per minute for each washing machine or a higher delivery rate according to the manufacturer's specifications.
- (2) A keeper of a lodging house shall, subject to the satisfaction of an authorised person –
- (a) provide on the premises a laundry unit for each 15 lodgers;
 - (b) at all times maintain each laundry unit in a proper sanitary condition and in good repair;
 - (c) provide an adequate supply of hot and cold water to each wash trough, sink and washing machine; and
 - (d) ensure that the floor area of each laundry unit is properly surfaced with an even fall to a floor waste.
- (3) An authorised person may approve the provision of a reduced number of laundry units if suitable equipment of a commercial type is installed.

10.10 Kitchen

The keeper of a lodging house shall provide in that lodging house a kitchen which complies with the relevant requirements of –

- (a) the *Food Act 2008*;
- (b) *the Food Regulations 2009*; and
- (c) *Standards 3.1.1, 3.2.2, and 3.2.3 of the Food Standards Code* as determined by an authorised person.

10.11 Cooking facilities

The keeper of accommodation where meals are prepared shall provide a kitchen with cooking appliances of a number and type approved by an authorised person.

10.12 Dining room

The keeper of a lodging house shall provide in that lodging house a dining room which –

- (a) is located in close proximity to, or combined with, the kitchen;
- (b) has a floor area of which shall not be less than the greater of –
 - (i) 0.5 square metres per person; or
 - (ii) 10 square metres;
- (c) is adequately furnished to accommodate, at any one time, half of the number of lodgers; and
- (d) has a suitable floor covering.

10.13 Lounge room

The keeper of a lodging house shall provide in that lodging house a lounge room which –

- (a) has a floor area with a minimum of 13 square metres, and –
 - (i) where the lounge room is not combined with a dining room, is not less than 0.6 square metres per person; or
 - (ii) where the lounge room is combined with a dining room, is not less 1.2 metres per person; and

- (b) is adequately furnished to accommodate at any one time, half of the number of lodgers; and
- (c) has a suitable floor covering.

10.14 Fire prevention and control

- (1) A keeper shall—
 - (a) ensure smoke alarms complying with *AS 3786:2014* are installed on or near the ceiling in every bedroom and in every corridor or hallway associated with a bedroom, or if there is no corridor or hallway, in an area between the bedrooms and the remainder of the building as required by the NCC;
 - (b) ensure that there is installed in each passage or corridor in the lodging house a smoke alarm incorporating evacuation lighting which is activated by the smoke alarm as required by the NCC;
 - (c) provide evacuation lighting if required by the NCC to be kept separate from the general lighting system and kept illuminated during the hours of darkness;
 - (d) provide an approved fire blanket positioned within two metres of the cooking area in each kitchen;
 - (e) if required by the NCC, ensure that illuminated exit signs are installed above exit doorways which comply with *AS 2293.1:2018* and which are maintained in good working order at all times; and
 - (f) provide firefighting equipment in accordance with the requirements of the NCC and ensure that the equipment is clearly visible, accessible and maintained in good working order at all times.
- (2) No person shall smoke in any dormitory, kitchen or dining room or other enclosed public place within a lodging house.
- (3) A keeper shall ensure that any items which are likely to cause a fire hazard are not located within bedrooms or dormitories of a lodging house.
- (4) The keeper of a lodging house which is a recreational campsite or short term hostel, but not a serviced apartment, shall ensure that –
 - (a) materials used in bedrooms and dormitory area comply with *AS 1530.2:1993* and *AS 1530.3:1999* as follows –
 - (i) drapes, curtains and blinds – a maximum flammability index of 6;
 - (ii) flammable furniture, upholstery and beds –
 - (A) a maximum spread of flame index of 6; and
 - (B) a maximum smoke developed index of 5; and
 - (iii) floor coverings –
 - (A) a maximum spread of flame index of 7; and
 - (B) a maximum smoke developed index of 5; and
 - (b) fire retardant coatings used to make a material comply with these indices shall be –
 - (i) certified by the manufacturer as approved for used with the fabric to achieve the required indices;
 - (ii) certified by the manufacturer to retain its fire retardancy effect after a minimum of five commercial dry cleaning or laundering operations carried out in accordance with *AS 2001.5.4:2005*; and
 - (iii) certified by the applicator as having been carried out in accordance with the manufacturer's specifications.

10.15 Obstruction of passages and stairways

A keeper of a lodging house shall not place or permit to be placed furniture, fittings or other things in such a manner as to form an obstruction to the free passage of lodgers, residents or persons in or occupying the lodging house, either temporarily or permanently, in or on –

- (a) a stairway, stair landing, fire-escape, window or common passageway; or
- (b) part of the lodging house in common use or intended or adapted for common use.

10.16 Fitting of locks

A person shall not fit, cause or permit to be fitted, to an exit door a lock or other device which prevents the door being opened from within a lodging house.

10.17 Restriction on use of rooms for sleeping

- (1) Subject to subclause (3) and clause 10.31, a keeper of a lodging house shall not use or permit to be

used as a sleeping apartment a room in a lodging house –

- (a) which contains food;
 - (b) which contains or is fitted with a cooking appliance or kitchen sink;
 - (c) which is used as a kitchen, scullery, store room, dining room, general sitting room, lounge room or for the preparation or storage of food;
 - (d) which is not reasonably accessible without passing through a sleeping or other room in the private occupation of another person;
 - (e) which, except in the case of a short term hostel or a recreational campsite, contains less than five square metres of clear space for each lodger occupying the room;
 - (f) which is not naturally illuminated in accordance with the requirements of the NCC;
 - (g) which is not ventilated in accordance with the requirements of the NCC;
 - (h) in which the lighting or ventilation referred to in paragraphs (f) and (g) is obstructed or is not in good and efficient order;
 - (i) which is not free from internal dampness;
 - (j) of which any part of the floor is below the level of the adjoining ground; or
 - (k) the floor of which is not fitted with an approved carpet or vinyl floor covering or other floor treatment approved by an authorised person.
- (2) For the purposes of this clause, two children under the age of 10 years shall be counted as one lodger.
- (3) Subclauses (1)(a), (b) and (c) shall not apply to a serviced apartment.

10.18 Sleeping accommodation, short term hostels and recreational campsites

- (1) A keeper of a short term hostel or recreational campsite shall provide clear floor space of not less than –
- (a) 4 square metres per person in each dormitory utilising beds; or
 - (b) 2.5 square metres per person in dormitories utilising bunks.
- (2) The calculation of floor space in subclause (1) shall exclude the area occupied by any large items of furniture, such as wardrobes, but may include the area occupied by beds.
- (3) The minimum height of any ceiling in a short term hostel or recreational campsite shall be –
- (a) 2.4 metres in any dormitory utilising beds; or
 - (b) 2.7 metres in any dormitory utilising bunks.
- (4) The minimum floor area requirements in subclause (1) will only apply if there is ventilation, separation distances, fire egress and other safety requirements in accordance with the NCC.
- (5) The keeper of any short term hostel or recreational campsite shall provide –
- (a) fixed outlet ventilation at a ratio of 0.15 square metre to each 10 square metres of floor area of the dormitories;
 - (b) each dormitory with direct ventilation to the open air from a point within 230 millimetres of the ceiling level through a fixed open window or vents, carried as direct to the open air as is practicable; or
 - (c) mechanical ventilation in lieu of fixed ventilation.
- (6) The keeper of any short term hostel or recreational campsite shall provide –
- (a) beds with a minimum size of –
 - (i) in short term hostels – 800 millimetres x 1.9 metres; or
 - (ii) in recreational campsites – 750 millimetres x 1.85 metres; and
 - (b) storage space for personal effects, including backpacks, so that cleaning operations are not hindered and access spaces are not obstructed.
- (7) The keeper of any short term hostel or recreational campsite shall –
- (a) ensure at all times there is a distance of 750 millimetres between beds and a distance of 900 millimetres between bunks;
 - (b) ensure that where bed or bunk heads are placed against the wall on either side of a dormitory, there is a passageway of at least 1.35 metres between each row of beds and a passageway of at least two metres between each row of bunks and the passageway is kept clear of obstruction at all times;
 - (c) ensure all light fittings and other ceiling and wall projections (including ceiling and wall fans) are provided with safety guards or positioned so as not to be a danger to any occupants to the satisfaction of an authorised person; and

- (d) ensure all doors, windows and ventilators are kept free from obstruction.

10.19 Furnishing etc. of sleeping apartments

A keeper of a lodging house shall, unless otherwise approved by an authorised person –

- (a) furnish each sleeping apartment with a sufficient number of beds and sufficient bed linen of good quality;
- (b) ensure that each bed –
 - (i) has a mattress and pillow;
 - (ii) is provided with a pillow case, two sheets, a blanket or rug and, in cold weather, not less than one additional blanket or rug; and
 - (iii) has a mattress and pillow protectors fitted;
- (c) furnish each bedroom so that there are adequate storage facilities for belongings within the room; and
- (d) not cause or permit any tiered beds or bunks to be used in a sleeping apartment other than in a lodging house used exclusively as a short term hostel or recreational campsite.

10.20 Ventilation

If, in the opinion of an authorised person, a kitchen, bathroom, toilet, laundry or habitable room is not adequately or properly ventilated, the authorised person may give written notice to the keeper to provide a different or additional method of ventilation.

10.21 Room identification

- (1) A keeper shall number each room available to a lodger in a lodging house or provide an alternative means of identification approved by an authorised person.
- (2) The numbering system or alternative means of room identification is to be –
 - (a) legible and easily identified; and
 - (b) placed on or adjacent to each door to a habitable room.

Division 3 – Management and Care

10.22 Duties of keeper

Whenever there are one or more lodgers in a lodging house, a keeper or manager shall –

- (a) reside continuously in the lodging house; and
- (b) not be absent from the lodging house unless arrangements for a reputable person to have the care and management of the lodging house have been made.

10.23 Register of lodgers

- (1) A register of lodgers shall be kept in accordance with section 157 of the Act and this clause.
- (2) A keeper shall keep a register of lodgers recording the following details –
 - (a) date of arrival;
 - (b) name;
 - (c) details sufficient to trace and contact each lodger should the need arise;
 - (d) room number; and
 - (e) date of departure.
- (3) The register of lodgers shall be –
 - (a) kept in the lodging house; and
 - (b) open to inspection at any time on demand by a police officer or by an authorised person.
- (4) The register shall be kept for a minimum of 3 years.

10.24 Keeper report

A keeper shall, whenever required by a police officer or an authorised person, provide a report containing the details of clause 10.23(2).

10.25 Certificate in respect of sleeping accommodation

- (1) An authorised person may issue to a keeper a certificate of sleeping accommodation, in respect of

each room, which shall be in the form determined by the local government from time to time.

- (2) The certificate issued under subclause (1) shall specify the maximum number of persons who shall be permitted to occupy each room as a sleeping apartment at any one time.
- (3) The certificate of registration shall be displayed in the reception area accessible by those visiting the premises.
- (4) When required by an authorised person, a keeper shall exhibit the certificate issued under this clause in a conspicuous place in the room to which it refers.
- (5) A person shall not permit or allow to be permitted a greater number of persons than is specified on a certificate issued under this clause to occupy the room to which it refers.

10.26 Duplicate keys and inspection

A keeper and manager of accommodation shall –

- (a) retain possession of a duplicate key to the door of each room; and
- (b) when required by an authorised person, open the door of any room for the purposes of inspection by the authorised person.

10.27 Room occupancy

(1) A keeper shall not –

- (a) permit or allow to be permitted more than the maximum number of persons permitted by the certificate of registration of a lodging house issued under clause 10.4(1) to be lodged at any one time in the accommodation;
- (b) place or permit to be placed or kept in any sleeping apartments –
 - (i) a larger number of beds; or
 - (ii) a larger quantity of bedding,than is required to accommodate and provide for the maximum number of persons permitted to occupy the sleeping apartment at any one time; and
- (c) use or permit to be used for sleeping purposes a room that –
 - (i) has not been certified for that purpose; or
 - (ii) an authorised person has forbidden to be used as a sleeping apartment.

(2) For the purpose of this clause, two children under 10 years of age shall be counted as one lodger.

10.28 Maintenance of a room by a lodger or resident

(1) A keeper may permit, or contract with, a lodger or resident to service, clean or maintain the room or rooms occupied by the lodger or resident.

(2) Where permission is given or a contract entered into under subclause (1), the keeper of a lodging house shall –

- (a) inspect each room the subject of the permission or agreement at least once a week; and
- (b) ensure that each room is being maintained in a clean and sanitary condition.

(3) A lodger or resident who contracts with a keeper to service, clean or maintain a room occupied by him or her, shall maintain the room in a clean and sanitary condition.

10.29 Cleaning and maintenance requirements

A keeper shall –

- (a) maintain in a clean, sound and undamaged condition –
 - (i) the floor, walls, ceilings, woodwork and painted surfaces;
 - (ii) the floor coverings and window treatments; and
 - (iii) the toilets, including toilet seats, cisterns and associated plumbing;
- (b) maintain in a clean condition and in good working order –
 - (i) all fixtures and fittings; and
 - (ii) windows, doors and door furniture;
- (c) ensure that the internal walls of each bathroom and toilet are painted so as to maintain a smooth, impervious washable surface;
- (d) ensure that all floors are kept clean at all times;
- (e) ensure that –
 - (i) all bed linen, towels and house linen in use is washed at least once a week;

- (ii) within a reasonable time of a bed having been vacated by a lodger or resident, the bed linen is removed and washed;
- (iii) a person does not occupy a bed, which has been used by another person, unless the bed has been provided with clean bed linen;
- (iv) all beds, bedsteads, blankets, rugs, covers, bed linen, towels and house linen are kept clean, in good repair and free from vectors of disease;
- (v) when any vectors of disease are found in a bed, furniture, room or sleeping apartment, effective action is taken to eradicate the vectors of disease without delay; and
- (vi) a room, which is not free from vectors of disease, is not used as a sleeping apartment;
- (f) when so directed by written notice given by an authorised person, ensure that –
 - (i) a room, together with its contents and any other part of the lodging house, is cleaned and disinfected; and
 - (ii) a bed or other article of furniture is removed from the lodging house and properly disposed of;
- (g) ensure that the yard is kept clean at all times; and
- (h) provide all bedrooms, passages, common areas, toilets, bathrooms and laundries with adequate lighting.

10.30 Responsibilities of lodgers and residents

A lodger or resident shall not –

- (a) use any room available to lodgers –
 - (i) as a shop, store or factory; or
 - (ii) for manufacturing or trading services;
- (b) keep or store in or on the lodging house any goods or materials which are inflammable or offensive;
- (c) use a bath or hand wash basin other than for ablutionary purposes;
- (d) use a bathroom facility or fitting for laundry purposes;
- (e) use a sink installed in a kitchen or scullery for any purpose other than the washing and cleaning of cooking and eating utensils, other kitchenware or culinary purposes;
- (f) deposit rubbish or waste food other than into a proper rubbish receptacle;
- (g) in a kitchen or other place where food is kept –
 - (i) wash or permit the washing of clothing or bedding; or
 - (ii) keep or permit to be kept any soiled clothing or bedding;
- (h) subject to clause 10.31 –
 - (i) keep, store, prepare or cook food in any sleeping apartment; or
 - (ii) unless sick or invalid and unable to leave a sleeping apartment for that reason, use a sleeping apartment for dining purposes;
- (i) place or keep, in any part of a lodging house, any luggage, clothing, bedding or furniture that is infested with vectors of disease;
- (j) store or keep items other than personal effects –
 - (i) in any kitchen, living or sleeping apartment so as to prevent the cleaning of the floors, walls, fittings or fixtures; or
 - (ii) in a sleeping apartment so as to decrease the air space to less than the minimum required by this Part;
- (k) obstruct or prevent the keeper or manager from inspecting or examining the room or rooms occupied by the lodger or resident; and
- (l) fix any fastener or change any lock to a door or room without the written approval of the keeper.

10.31 Approval for storage and consumption of food

- (1) An authorised person may –
 - (a) upon written application from a keeper of a lodging house, approve the storage of food within a refrigerator or sealed container in a sleeping apartment; and
 - (b) withdraw the approval if a nuisance, vector of disease, vermin or infestation is found to exist in the lodging house.
- (2) The keeper of a serviced apartment may permit the storage and consumption of food within that apartment if suitable storage and dining facilities are provided.

10.32 Infectious disease

A keeper shall without delay after becoming aware that a lodger or resident is suffering from a notifiable infectious disease notify an authorised person.

PART 11 - OFFENSIVE TRADES

Division 1 – General

11.1 Interpretation

In this Part, unless the context otherwise requires –

offensive trade means any trades as defined by section 186 of the Act, and includes –

- (a) establishments carrying out gut scraping or preparation of sausage skins;
- (b) knackeries;
- (c) laundromats and dry cleaning premises;
- (d) livestock saleyards;
- (e) establishments for caged poultry farming or poultry processing;
- (f) establishments for caged rabbit farming; and
- (g) establishments for shellfish and crustacean processing, excluding retail fish shop; and

premises means those premises in or upon which an offensive trade is carried on.

11.2 Application to establish an offensive trade

- (1) A person seeking the consent of the local government under section 187 of the Act to establish an offensive trade shall –
 - (a) advertise notice of his or her intention to apply for consent in accordance with clause 11.3; and
 - (b) lodge an application with the local government.
- (2) In addition to clause 13.1 an application for registration to establish an offensive trade shall include but is not limited to the addition following details –
 - (a) description of proposed offensive trade;
 - (b) details of operations –
 - (i) days and times of operation;
 - (ii) quantities of materials – received and dispatched;
 - (iii) quantities of waste materials or products;
 - (iv) arrangements for disposal of waste materials or products;
 - (c) plans and specifications of the buildings proposed to be erected or used in connection with the proposed offensive trade are attached;
 - (d) details of advertising, notification to adjoining properties; and
 - (e) accompanied by the fee prescribed in the *Health (Offensive Trades Fees) Regulations 1976* as amended from time to time.

11.3 Notice of application

A notice required under subclause 11.2(1)(a) shall –

- (a) contain the name and address of the person who intends to make the application;
- (b) contain a description of the nature of the offensive trade;
- (c) contain details of the premises in or upon which it is proposed to carry on the proposed trade; and
- (d) appear in a local newspaper at least two weeks but not more than one month before the application under clause 11.2(1)(b) is lodged with the local government.

11.4 Registration of premises

Registration of premises for an offensive trade is to be in accordance with section 191 of the Act.

11.5 Certificate of registration of premises for offensive trade

- (1) In addition to clause 13.2(3) a certificate of registration of premises for an offensive trade is to include the –
 - (a) name of business;

- (b) address of approved offensive trade premises;
 - (c) type of offensive trade;
 - (d) name of owner;
 - (e) name of manager if the manager is not the owner;
 - (f) period of licence;
 - (g) conditions imposed, if any; and
 - (h) approved times of operation.
- (2) The certificate of registration shall be displayed in the reception area accessible by those visiting the premises.

11.6 Transfer of business premises

- (1) Transfer of an offensive trade to alternative premises is subject to clauses 11.2 and 11.4.
- (2) For avoidance of doubt, registration of premises is specific to the premises registered, and is non-transferable.

11.7 Alterations to premises

While any premises remain registered under this Division, a person shall not, without the written permission of an authorised person, make or permit any change or alteration to the premises, other than minor repairs, installations or interior refurbishment.

Division 2 – General duties of an occupier

11.8 Interpretation

In this Division, unless the context otherwise requires –

premises means those premises in or upon which an offensive trade is carried on; and
vectors of disease has the meaning given to it in clause 8.1.

11.9 Cleanliness of premises etc.

The occupier shall –

- (a) keep or cause to be kept in a clean and sanitary condition and in a state of good repair the floors, walls and ceilings and all other portions of the premises;
- (b) keep or cause to be kept in a clean and sanitary condition and in a state of good repair all fittings, fixtures, appliances, equipment, implements, shelves, counters, tables, benches, bins, cabinets, sinks, drain boards, drains, grease traps, tubs, containers and other things used on or in connection with the premises;
- (c) keep the premises free from any unwholesome or offensive odour arising from the premises;
- (d) maintain in a clean and tidy condition all yards, footpaths, passage ways, paved areas, stores or outbuildings used in connection with the premises; and
- (e) clean daily and at all times keep and maintain all sanitary conveniences and all sanitary fittings and grease traps on the premises in a clean and sanitary condition.

11.10 Sanitary conveniences and hand wash basins

The occupier shall provide on the premises in an approved position sufficient sanitary conveniences and hand wash basins, each with an adequate supply of hot and cold water for use by employees and by all other persons lawfully upon the premises.

11.11 Painting of walls etc.

The occupier shall cause the internal surface of every wall, the underside of every ceiling or roof and all fittings in and on the premises to be cleaned and painted when directed by written notice given by an authorised person.

11.12 Effluvia, odours, gases or dust

The occupier shall –

- (a) provide, use and maintain in a state of good repair and working order, appliances and preventive measures capable of effectively destroying or of rendering harmless all offensive effluvia, odours,

- dust or gases arising in any process of his or her business or from any material, residue or other substance which may be kept or stored upon the premises; and
- (b) manage and operate the premises such that odours emanating from the premises do not unreasonably interfere with the health, welfare, convenience, comfort or amenity of any person.

11.13 Receptacles for disposal of offensive material

The occupier shall –

- (a) provide on the premises impervious receptacles of sufficient capacity to receive all offensive material and trade refuse produced upon the premises in any one day;
- (b) keep airtight covers on the receptacles, except when it is necessary to place something in or remove something from them;
- (c) cause all offensive material and trade refuse to be placed in the receptacles without delay;
- (d) cause the contents of the receptacles to be removed from the premises at least once per week or as directed by written notice given by an authorised person; and
- (e) cause all receptacles after being emptied to be cleaned with an efficient disinfectant without delay.

11.14 Storage of materials

The occupier shall cause all material on the premises to be stored so as not to be offensive or injurious to health whether by inhalation or otherwise and so as to prevent the creation of a nuisance.

11.15 Sleeping on premises

A person shall not use or permit any room in premises used for an offensive trade to be used for sleeping purposes.

11.16 Written notice

An authorised person may give to the occupier written notice to prevent or diminish the offensiveness of a trade or to safeguard the public health.

Division 3 – Fat Rendering Establishments

11.17 Interpretation

In this Division, unless the context otherwise requires –

fat rendering establishments means premises where edible fats including suet, dripping or premier jus are rendered down by any heat processing method.

11.18 Ventilation

The occupier shall provide and maintain –

- (a) a hood which shall –
 - (i) be of an approved design and construction;
 - (ii) be situated so as to arrest all effluvia, odours and smoke from the process of fat rendering; and
 - (iii) extend a minimum of 150 millimetres beyond the length of each appliance; and
- (b) an exhaust ventilation system –
 - (i) the point of discharge of which shall be at least one metre above the ridge of a pitched roof or three metres above a flat roof and shall not be located within six metres of an adjoining property or any fresh air intake; and
 - (ii) which shall discharge in such manner and in such a position that no nuisance is created.

11.19 Covering of apparatus

External parts of the fat rendering apparatus shall be constructed or covered with smooth, noncorrosive and impervious material, devoid of holes, cracks and crevices.

11.20 Walls to be impervious

The occupier shall cause walls and ceiling within of three metres of the rendering apparatus or equipment to be a smooth, impervious surface to ceiling height, devoid of holes, cracks and crevices.

11.21 Interpretation

In this Division, unless the context otherwise requires –

appliance includes a utensil, an instrument, a cover, a container or apparatus;

fish means fresh fish, frozen fish, chilled fish and cooked fish, whether cleaned, uncleaned or part cleaned and includes crustaceans and molluscs but does not include –

- (a) fish which has been cured, preserved, hermetically canned or treated to prevent putrefaction; or
- (b) cleaned fish supplied in cartons or packets by a packer and sold in such cartons or packets if they are at all times kept in a deep freeze refrigeration unit at a temperature not exceeding minus 15 degrees Celsius;

fish premises includes fish processing establishments, fish curing establishments and shellfish and crustacean processing establishments but does not include retail fish shops in which no significant fish processing occurs;

fish transport vehicle includes –

- (a) an appliance attached to, carried in or used in connection with a vehicle; and
- (b) a trailer and a portable box, used or designed to be used for the transport or storage of fish; and

portable box means a box for the transport or storage of fish and includes a fish transport vehicle.

11.22 Fish preparation room

- (1) The occupier of a fish premises which requires a fish processing or preparation room shall ensure that this room complies with the following requirements –
 - (a) the walls shall be a smooth, impervious surface to ceiling height, devoid of holes, cracks and crevices;
 - (b) the floor shall be a smooth, impervious and durable surface;
 - (c) the minimum floor area shall be nine square metres;
 - (d) the room shall be furnished with a hand wash basin connected to a piped supply of hot and cold water; and
 - (e) the room shall be fly-proofed and provided with adequate light and ventilation.
- (2) The occupier shall ensure that all fish are prepared in the fish processing or preparation room and that room shall be used solely for that purpose.
- (3) The occupier of a fish premises shall provide, in or easily accessible from each fish preparation room, cleaning facilities consisting of a double bowl stainless steel wash trough of adequate size to accommodate the equipment and utensils used on the premises, connected to a piped supply of hot and cold water.

11.23 Bench

The occupier of a fish premises shall provide and maintain on the premises a separate stainless steel bench for the handling of fish.

11.24 Disposal of waste

The occupier of a fish premises shall cause all offal and wastes, all rejected and unsaleable fish and any rubbish or refuse which is likely to be offensive or a nuisance to be –

- (a) placed in the receptacles referred to in clause 11.13 and disposed of in accordance with that clause; or
- (b) kept in a frozen state in an approved enclosure before its removal from the premises.

11.25 Fish containers

The occupier of a fish premises shall not allow any box, basket or other container used for the transport of fish to –

- (a) remain on the premises longer than is necessary for it to be emptied; or
- (b) be kept so as to cause a nuisance or to attract flies.

11.26 Cooking of fish

Where cooking of fish is carried out in a fish premises, the occupier shall provide and maintain –

- (a) a hood, which shall be of an approved design and construction in accordance with the requirements of *AS 1668.2:2012* and so situated as to capture and remove all effluvia, odours and smoke from the process of cooking;
- (b) an exhaust ventilation system –
 - (i) the point of discharge of which shall be at least one metre above the ridge of a pitched roof or three metres above a flat roof and shall not be located within six metres of an adjoining property or any fresh air intakes; and
 - (ii) which shall discharge in such manner and in such a position that no nuisance is created.

11.27 Use of an approved portable box

An authorised person may permit an approved portable box to be used for the transport or storage of fish.

11.28 Fish transport vehicle

A person shall not use a fish transport vehicle for the transport or storage of fish unless it is so constructed, equipped and maintained that –

- (a) the frame is made of metal or other approved material;
- (b) all internal surfaces—
 - (i) are made of metal or approved impervious plastic substance, which may include stainless steel, aluminium, galvanised iron, fibreglass, or other material of similar strength and impermeable qualities;
 - (ii) are smoothly finished;
 - (iii) are rigidly secured with a solid backing; and
 - (iv) have floor and vertical angles coved with not less than a 9.5 millimetre radius, but, if all necessary floor joints are effectively sealed, the surface of the floor, or part of it, may be of an approved tread type track material;
- (c) internal horizontal joints made between metal sheeting are lapped from top to bottom and either—
 - (i) continuously welded; or
 - (ii) lapped with a minimum of 40 millimetres cover secured with blind rivets and sealed with a durable, non-absorbent sealing material;
- (d) the vehicle is effectively insulated with a stable insulating material;
- (e) the vehicle has, at the rear or side, doors that are made in the manner provided by paragraphs (a), (b), (c) and (d) of this clause, are close fitting, and have a suitable locking device fitted;
- (f) the vehicle is fitted with shelves and grids, made of impervious material, in such a manner that the shelves and grids may be easily removed;
- (g) any containers used in the vehicle for fish are made of stainless steel, fibreglass or approved impervious plastic; and
- (h) the vehicle is in good repair and condition and is thoroughly clean.

Division 5 – Laundries, dry cleaning establishments and dye works

11.29 Interpretation

In this Division, unless the context otherwise requires –

dry cleaning establishment –

- (a) means premises where clothes or other articles are cleaned by use of solvents without using water; but
- (b) does not include premises in which perchlorethylene or arklone is used as dry cleaning fluid in a fully enclosed machine operating on a full cycle;

dye works means a place where articles are commercially dyed; but does not include dye works in which provision is made for the discharge of all liquid waste there from, into a public sewer;

exempt laundromat means premises in which –

- (a) laundering is carried out by members of the public using, machines or equipment provided by the owners or occupiers of those establishments;
- (b) laundering is not carried out by those owners or occupiers for or on behalf of other persons;
- (c) provision is made for the discharge of all liquid waste therefrom into a public sewer;

laundromat means a public place with coin operated washing machines, spin dryers or dry cleaning

machines; and

laundry means any place where articles are laundered for the purpose of trade but does not include an exempt laundromat; and

liquid waste has the same meaning as in clause 4.1.

11.30 Receiving depot

An owner or occupier of premises shall not use or permit the premises to be used as a receiving depot for a laundry, dry cleaning establishment or dye works except with the written permission of an authorised person who may at any time withdraw such permission in writing.

11.31 Reception room

- (1) The occupier of a laundry, dry cleaning establishment or dye works shall –
 - (a) provide a reception room in which all articles brought to the premises for treatment shall be received and shall not receive or permit to be received any such articles except in that room; and
 - (b) cause such articles as may be directed by written notice given by an authorised person to be thoroughly disinfected.
- (2) A person shall not bring or permit food to be brought into the reception room referred to in this clause.

11.32 Walls and floors

The occupier of a laundry, dry cleaning establishment or dye works shall cause –

- (a) the internal surfaces of all walls shall be a smooth, impervious surface to ceiling height;
- (b) the floor to be impervious, constructed of concrete or other material approved by an authorised person and finished to a smooth surface; and
- (c) every floor and wall of any building on the premises to be kept at all times in good order and repair, so as to prevent the absorption of any liquid which may be splashed or spilled or may fall or be deposited on it.

11.33 Laundry floor

The occupier of a laundry shall provide in front of each washing machine a non-corrosive grating, at least 910 millimetres in width, so constructed as to prevent any person from standing in water on the floor.

11.34 Escape of dust

The occupier of a dry cleaning establishment shall provide effective means to prevent the escape into the open air of all dust or other material from the premises.

11.35 Precautions against combustion

The occupier of a dry cleaning establishment where volatile liquids are used shall take all proper precautions against combustion and shall comply with any written notice given by an authorised person for that purpose.

11.36 Trolleys

The occupier of a dry cleaning establishment shall –

- (a) provide trolleys for the use of transporting dirty and clean linen; and
- (b) ensure that each trolley is –
 - (i) clearly designated to indicate the use for which it is intended;
 - (ii) lined internally with a smooth impervious non-absorbent material that is easily cleaned; and
 - (iii) thoroughly cleaned and disinfected on a regular basis.

Division 6 – Abattoirs

11.37 Construction of abattoirs

An abattoir shall conform to relevant standards as adopted under the *Food Act 2008* section 144(6) and the requirements of the *Food Regulations 2009*.

PART 12 - MORGUES

12.1 Licensing of morgues

- (1) All non-government morgues shall be licensed pursuant to the provisions of this Part.
- (2) The licence for a morgue shall expire on 30 June following the date of its issue.

12.2 Application for licence

In addition to clause 13.1 an application for licencing of a morgue under clause 12.1(1) shall include a floor plan and specifications of the morgue containing the following details –

- (a) the use of each room;
- (b) the structural finish of each wall, floor and ceiling;
- (c) the position and type of each fitting and fixture; and
- (d) all ventilation inlets and outlets.

12.3 Decision on application for a morgue

- (1) Subject to clause 13.2(2) a licence shall not be granted in respect of any premises unless –
 - (a) provision has been made for the keeping of the bodies of the dead at a temperature not exceeding zero degrees Celsius;
 - (b) the walls are constructed of stone or brickwork or other approved material;
 - (c) the interior surface of all walls shall be a smooth, impervious surface to ceiling height;
 - (d) all floors are constructed of impervious material, having a fall to an outlet discharging over a trapped gully; and
 - (e) the premises are adequately ventilated by direct communication with the outside air.

12.4 Duties of owner or occupier

The owner or occupier of premises shall at all times maintain in good working order and condition the premises, all fixtures and fittings and any equipment.

PART 13 - LICENCING

Division 1 – Applying for a licence

13.1 Application for licence

- (1) Where a person is required to obtain a licence under this local law, that person shall apply for the licence in accordance with subclause (2).
- (2) An application for a licence under this local law shall –
 - (a) be in the form determined by the local government;
 - (b) be signed by the applicant;
 - (c) provide the information required by the form;
 - (d) full name, contact details and residential address of owner;
 - (e) where appropriate, if owner is not to be the manager, proposed arrangements for manager;
 - (f) where appropriate, the address of premises to be registered; and
 - (g) be forwarded to the local government together with any set fee.
- (3) An authorised person may require an applicant to provide additional information reasonably related to an application before determining an application for a licence.
- (4) An authorised person may require an applicant to give local public notice of the application for a licence.
- (5) An authorised person may refuse to consider an application for a licence which is not in accordance with subclause (2) or where the requirements of subclause (3) or (4) have not been satisfied.

13.2 Decision on application for licence

- (1) An application not complying with the local planning scheme will not be approved.
- (2) An authorised person may –
 - (a) approve an application for a licence unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for a licence.

- (3) If an authorised person approves an application for a licence, the licence is to be issued to the applicant in the form determined by the local government.
- (4) If an authorised person refuses to approve an application for a licence, written advice of that refusal is to be given to the applicant.
- (5) An authorised person may, at any time, amend a condition of approval and the amended condition takes effect when written advice of it is given to the licensee.

13.3 General restrictions on grant of licence

- (1) An authorised person shall not grant a licence if there are reasonable grounds for believing that the provision of the activity to which the application relates would constitute a nuisance or unacceptable risk to the health or safety of the public.
- (2) An authorised person shall not grant a licence unless an authorised person is satisfied that –
 - (a) the applicant is capable of carrying on the activity in accordance with this local law and the terms and conditions of the licence;
 - (b) a licence or similar authority granted or issued to the applicant has not been revoked in the period of 5 years before the application is made; and
 - (c) the applicant is a fit and proper person to carry on the activity.

13.4 Examples of conditions

Examples of conditions that an authorised person may impose on a licence under clause 13.2(2)(a) or 13.7(1)(a) include but are not limited to –

- (a) the payment of a set fee;
- (b) compliance with a standard or a policy adopted by the local government;
- (c) restrictions on the erection or use of materials, external signs or decorations;
- (d) the duration and commencement of the licence;
- (e) the commencement of the licence being contingent on the occurrence of an event;
- (f) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
- (g) the approval of another application for a licence which may be required by the local government under any written law;
- (h) the area of the district to which the licence applies;
- (i) the obtaining of public risk insurance in an amount and on terms reasonably required by an authorised person.

13.5 Imposing conditions under a policy

- (1) In this clause –

policy means a policy made under section 2.7(2)(b) of the *Local Government Act 1995* containing conditions subject to which an application for a licence may be approved or varied under clauses 13.2(2)(a) or 13.7(1)(a).
- (2) Under clauses 13.2(2)(a) or 13.7(1)(a) an authorised person may approve an application subject to conditions by reference to a policy.
- (3) An authorised person is to give to the licensee a copy of the policy or the part of the policy which is relevant to the application for a licence, with the form of licence referred to in clauses 13.2(3) or 13.7(2).
- (4) An application for a licence is not to be taken to have been approved subject to the conditions contained in a policy until an authorised person gives the licensee a copy of the policy or the part of the policy which is relevant to the application.
- (5) Sections 5.94 and 5.95 of the Act apply to a policy and, for that purpose, a policy is deemed to be information within section 5.94(u)(i) of the Act.

13.6 Compliance with conditions

Where an application for a licence has been approved or varied subject to conditions, the licensee shall comply with each of those conditions, as amended.

13.7 Variation of licence

- (1) An authorised person may, by written advice given to the licensee, vary a licence by –
 - (a) imposing a new condition; or
 - (b) changing or removing any existing condition.
- (2) An amendment may be made on application made by the licensee or at the initiative of an authorised person.
- (3) An amendment will come into effect on the day that written advice is given to the licensee, or other date as specified in the notice.

Division 2 – Duration of licences

13.8 Duration of licence

- (1) A licence is valid for one year from the date on which it is issued, unless it is –
 - (a) otherwise stated in this local law or in the licence; or
 - (b) suspended or revoked under this Division.
- (2) Where a licence requires annual approval, a licensee shall pay to the local government the set fee for the annual licence on or before 30 June in each year.

13.9 Renewal of licence

- (1) A licensee may apply to an authorised person for the renewal of a licence.
- (2) An application for renewal shall –
 - (a) be in the form determined by the local government;
 - (b) be signed by the licensee;
 - (c) provide the information required by the form;
 - (d) be forwarded to the local government no later than 28 days before the expiry of the licence, or within a shorter period that an authorised person in a particular case permits; and
 - (e) be accompanied by any set fee.
- (3) The provisions of this Part that apply to an application for a licence also apply to an application for the renewal of a licence as though it were an application for a licence.

13.10 Transfer of licence

- (1) An application for the transfer of a valid licence is –
 - (a) to be made in writing;
 - (b) to be signed by the licensee and the proposed transferee of the licence;
 - (c) to include such information as an authorised person may require to enable the application to be determined;
 - (d) be forwarded to the local government no later than 28 days before the intended of the licence, or within a shorter period that an authorised person in a particular case permits; and
 - (e) to be forwarded to the local government together with any set fee.
- (2) An authorised person may approve an application for the transfer of a licence, refuse to approve it or approve it subject to any conditions.
- (3) Where an authorised person approves an application for the transfer of a licence, the transfer may be effected by an endorsement on the licence signed by an authorised person.
- (4) Where an authorised person approves the transfer of a licence, the local government is not required to refund any part of any set fee paid by the former licensee.

13.11 Surrender of licence

A licensee may surrender the licence at any time by written advice to an authorised person.

Division 3 – Responsibilities of licensees and others

13.12 Production of licence

A licensee shall produce to an authorised person his or her licence when required to do so by that authorised person without delay.

13.13 Production of licence document for amendment

If an authorised person amends or renews a licence, the licensee shall, if required by the authorised person, produce the licence document to the authorised person for amendment within the period specified by the authorised person.

13.14 False or misleading statement

A person shall not make a false or misleading statement in connection with an application in respect of a licence under this local law.

PART 14 - GIVING OF NOTICE

14.1 Notice to remedy non-compliance

- (1) Where a breach of any provision of this local law has occurred, an authorised person may give written notice to the person alleged to be responsible for such breach.
- (2) A notice issued pursuant to subclause (1) shall –
 - (a) specify the provision of this local law which has been breached;
 - (b) specify the particulars of the breach;
 - (c) specify the manner in which the recipient is required to remedy the breach to the satisfaction of the authorised person; and
 - (d) specify the time period within which the work or action is to be undertaken.

14.2 Notice of proposed suspension of licence

- (1) If an authorised person proposes to suspend a licence under clause 14.3(1), the authorised person is to give written notice to the licensee of the proposed suspension.
- (2) The notice shall –
 - (a) state that the authorised person proposes to suspend the licence;
 - (b) state the reasons for the proposed suspension; and
 - (c) inform the licensee that the licensee is entitled to make representation to the authorised person in respect of the proposed suspension within 7 days after the day on which the licensee is given the notice.
- (3) In considering whether to suspend the licence, the authorised person is to have regard to any representations made by the licensee within the period referred to in subclause (2)(c).

14.3 Notice of suspension of licence

- (1) Subject to clause 14.2 an authorised person may by written notice to the licensee, suspend a licence if there are reasonable grounds for believing that –
 - (a) the licensee has contravened a term or condition of a licence;
 - (b) the licensee has contravened a provision of this local law; or
 - (c) the continued provision of the activity authorised by the licence constitutes or will constitute –
 - (i) a nuisance; or
 - (ii) an unacceptable risk to the safety, health or welfare of the public.
- (2) The suspension notice is to –
 - (a) specify the provision of this local law which has been breached;
 - (b) specify the particulars of the breach;
 - (c) specify the day, or the day and time, on or at which the suspension takes effect;
 - (d) specify the manner in which the recipient is required to remedy the breach to the satisfaction of an authorised person;
 - (e) specify the time period within which the work or action is to be undertaken; and
 - (f) inform the licensee that the licensee has a right to object or appeal the decision to suspend the licence.
- (3) The suspension of a licence has effect on the day, or the day and time, specified in the suspension notice until one of the following happens –
 - (a) the licence expires;
 - (b) the suspension is cancelled under clause 14.4;
 - (c) the licence is revoked under clause 14.6; or
 - (d) the licence is surrendered in accordance with the provisions of this local law.

- (4) Notwithstanding clause 14.2(c) a suspension of a licence under subclause (1)(c) may have immediate effect.

14.4 Notice of cancellation of suspension of licence

The authorised person is to by written notice given to the licensee cancel the suspension of a licence if the authorised person is satisfied that –

- (a) the steps specified in the suspension notice have been taken; or
- (b) it is appropriate to do so in the circumstances of a particular case.

14.5 Notice of proposed revocation of licence

- (1) If an authorised person proposes to revoke a licence under clause 14.6(1), the authorised person is to give written notice to the licensee of the proposed revocation.
- (2) The notice shall –
 - (a) state that the authorised person proposes to revoke the licence;
 - (b) state the reasons for the proposed revocation; and
 - (c) inform the licensee that the licensee is entitled to make representation to the authorised person in respect of the proposed revocation within 7 days after the day on which the licensee is given the notice.
- (3) In considering whether to suspend the licence, the authorised person is to have regard to any representations made by the licensee within the period referred to in subclause (2)(c).

14.6 Notice of revocation of licence

- (1) Subject to clause 14.5 an authorised person may by written notice to the licensee, revoke a licence if there are reasonable grounds for believing that –
 - (a) the licence was obtained improperly;
 - (b) the licensee has persistently or frequently contravened, whether or not the licence is or has been suspended on the grounds of a contravention of –
 - (i) a term or condition of the licence; or
 - (ii) a provision of this local law; or
 - (c) the continued provision of the activity authorised by the licence constitutes or will constitute –
 - (i) a nuisance; or
 - (ii) an unacceptable risk to the safety, health or welfare of the public.
- (2) The notice of revocation shall –
 - (a) specify the provision of this local law which has been breached;
 - (b) specify the particulars of the breach;
 - (c) specify the day, or the day and time, on or at which the revocation takes effect; and
 - (d) inform the licensee that the licensee has a right to object or appeal the decision to suspend the licence.
- (3) Notwithstanding clause 14.5(2)(c) revocation of a licence under subclause (1)(c) may have immediate effect.

14.7 Local government may undertake requirements of notice

- (1) If a person fails to comply with a written notice referred to in clauses 14.1 or 14.3(2)(d) or (e) the local government may –
 - (a) do or cause to be done, the thing specified in the written notice, including replace the property, or reinstate the property to the state it was in before the removal, damage or interference;
 - (b) execute the work required by the written notice; and
 - (c) recover all costs from the person, as a debt, in addition to any penalty for which that person may be liable under this local law.
- (2) The local government is not liable to pay compensation or damages of any kind to the person referred to in subclause (1) in relation to any action taken by the local government under this clause, other than compensation or damages for loss or damage suffered because the local government acted negligently or in breach of duty.
- (3) This local law is subject to sections 3.25, 3.27 and Schedules 3.1 and 3.2 of the Local Government Act 1995 and any power of entry exercised by the local government under this local law is subject to Part 3, Division 3, Subdivision 3 of the Act.

PART 15 - OBJECTIONS AND APPEALS

15.1 Objections and appeals

Division 1 of Part 9 of the *Local Government Act 1995* applies to a decision under this local law to grant, renew, vary, transfer, suspend or revoke a licence.

PART 16 - ENFORCEMENT

16.1 Offences

A person commits an offence who –

- (a) fails to do anything required or directed by written notice given by an authorised person to be done under this local law; or
- (b) fails to comply with a direction in writing given under this local law by an authorised person; or
- (c) fails to comply with the requirements of a written notice issued under this local law by an authorised person; or
- (d) does anything which under this local law that person is prohibited from doing.

16.2 General penalty

- (1) A person who commits an offence under clause 16.1 is liable to a penalty which is not more than \$5000 and not less than \$1000.
- (2) If the offence is a continuing offence, an additional penalty not more than \$500 and not less than \$250 for each day or part of a day during which the offence has continued.

16.3 Modified penalties

- (1) An offence against a clause specified in the Schedule is a prescribed offence for the purposes of section 9.16(1) of the *Local Government Act 1995*.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in the Schedule.

16.4 Form of infringement notices

- (1) Where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the *Local Government Act 1995* is that of Form 1 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*;
- (2) The form of the infringement notice referred to in section 9.16 of the *Local Government Act 1995* is that of Form 2 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*; and
- (3) The form of the infringement withdrawal given under section 9.20 of the *Local Government Act 1995* is that of Form 3 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

SCHEDULE – MODIFIED PENALTIES

[cl.16.3]

Item	Clause No.	Nature of offence	Modified penalty \$
1	2.4	Failure to provide sanitary conveniences in accordance with the relevant Code	500
2	4.3(2)	Unauthorised disposal of liquid waste	500
3	6.5(1)	Failure to provide a dust management plan when required	500
4	7.1(b)	Failure to keep premises clean and disinfected when directed by an authorised person	500

5	7.4(2)	Keeping of fauna without approval of the relevant department	500
6	7.9	Failure to keep a commercial poultry establishment in accordance with the relevant Code	500
7	13.14	Providing false or misleading information	500
8	14.1(1)	Failure to comply with requirements of written notice	500
9	14.3(1)	Failure to comply with requirements of notice of suspension of licence	500
10	14.6(1)	Failure to comply with requirements of notice of revocation of licence	500
11	16.1(a), (b) (c) or (d)	All other offences not specified	200

Dated _____ 2022

The Common Seal of the Shire of Narrogin was affixed by authority of a resolution of Council in the presence of –

L.N. BALLARD, President

D.R. STEWART, Chief Executive Officer

10.4.2 TOWNSCAPE ADVISORY COMMITTEE NOMINATION

File Reference	File No 26.3.8
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	18 January 2022
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Committee of Council Nomination

Summary

Council is requested to consider a late nomination, from Ms Raylene Storey, received for the position of Community Member on the Townscape Advisory Committee (Townscape Committee).

Background

In accordance with Local Government Act 1995, and pursuant to the Shire's Terms of References and the Standard Conditions for Establishment, the terms of the former Narrogin District Townscape Committee expired, and the Committees were disbanded, pending the outcome of the Biennial Local Government Election, which was held on 16 October 2021.

At the Ordinary Council Meeting held on 28 October 2021, Council endorsed the establishment of the Townscape Advisory Committee and adopted the Terms of Reference and Standard Conditions.

The tenure for the members of a committee (including community members) (Section 5.11 of the Local Government Act 1995) is for a maximum of two years, concluding at each ordinary local government election.

Consultation

The Shire invited nominations to fill the four (4) positions of community members on the Townscape Advisory Committee, with local advertising, direct marketing and through the Shire's website and Facebook.

Statutory Environment

Local Government Act 1995 –

Sections 5.8, 5.9, 5.10 and 5.11 – establishment and composition of committees.

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Financial Implications

There are no relevant financial implications other than administrative.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted and encouraged
Strategy:	2.3.2	Engage and support community groups and volunteers

Comment/Conclusion

The Townscape Advisory Committee recommends to Council proposals relating to the adopted Townscape Plans and the physical infrastructure of the Narrogin and Highbury town sites, with a specific focus on aesthetic presentation; access and facilities for the elderly and people with disabilities; and designing out crime or anti-social behaviour.

The Administration sought four (4) representatives from the community to join representatives from the Highbury District Community Council, Narrogin Chamber of Commerce, Arts Narrogin and two elected members. Two representatives were to demonstrate their focus in Aged & Disability and the Indigenous community. The closing date for submissions was 8 December 2021 and 2 nominations were received. A late nomination was received from Ms Raylene Storey on the 17 December 2021 (Attachment 1).

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.010

Moved: Cr Early

Seconded: Cr McNab


That Council appoint Ms Raylene Storey to the Townscape Advisory Committee for a term of two years (expiring October 2023).

**CARRIED 9/0
BY ABSOLUTE MAJORITY**

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

COMMITTEES OF COUNCIL NOMINATION FORM
(FCEO030)



89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

CASHIER HOURS:
8:30 am – 4:30 pm
MONDAY- FRIDAY

MEMBERSHIP NOMINATION

The Shire of Narrogin invites nominations from individuals or nominees of organisations for a position on one of the following Committees of Council:

- Australia Day and Honours Advisory Committee
- Townscape Advisory Committee

Name of nominee	Raylene Dawn Storey		
Name of organisation <i>(if applicable)</i>			
Position title <i>(for organisation nominations)</i>			
Street Address	[REDACTED]		
Postal Address	As above.		
Telephone No	Mobile No	[REDACTED]	
Email Address	[REDACTED]		
Signature:	R Storey		Date: 17/12/2021.

Please provide a brief outline of your interest, knowledge, experience and skills in relation to your chosen Committee.


Interest

Knowledge	
Experience	
Skills	

Further information can be found [here](#), or by contacting the Shire administration office on 9890 0900.

Nominations should be submitted to the Shire by the due date, if applicable.

OFFICE USE

Synergy Record #	ICR 2126026	Records Officer's Signature	
File Location	26.3.8		
Council resolution		Executive Manager Signature	

10.4.3 ANNUAL COMPLIANCE AUDIT RETURN 2021

File Reference	14.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure..
Applicant	Shire of Narrogin
Previous Item Numbers	Nil.
Date	11 February 2022
Author	Frank Ludovico – Executive Manager Corporate & Community Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Compliance Audit Return 2021

Summary

The completed annual Compliance Audit Return for calendar year 2021 is presented to Council for consideration.

Background

It is a requirement of all Local Governments to complete the annual Compliance Audit Return as part of its regulatory obligations to the Department of Local Government, Sport and Cultural Industries.

Consultation

Consultation has been undertaken with:

- Audit Advisory Committee;
- Chief Executive Officer;
- Executive Manager Corporate & Community Services;
- Manager Corporate Services; and
- Executive Assistant.

Statutory Environment

The following statutory provisions apply:

- Local Government (Audit) Regulations – Regulation 14 – Compliance audit return to be reviewed by Audit Committee and report made to Council.
- Local Government (Audit) Regulations – Regulation 15 – once considered by Council, the return is to be signed by President and CEO and lodged with the Department by 31 March.

Policy Implications

There are no known relevant policy implications.

Financial Implications

There are no known relevant policy implications.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency

Comment/Conclusion

The Compliance Audit Return has been completed for the 2021 calendar year and is submitted for review. There are no issues of non-compliance identified for further attention.

As per the Local Government (Audit) Regulations, this item was presented to the Audit Advisory Committee Meeting on 9 February 2022. The Return has been recommended to Council by both Officers and the Committee.

Voting Requirements

Simple Majority

8.58pm Cr Alexander left meeting.

OFFICERS' AND AUDIT ADVISORY COMMITTEE RECOMMENDATION AND COUNCIL RESOLUTION 0223.011

Moved: Cr Seale

Seconded: Cr Fisher

That with respect to the Department of Local Government, Sport and Cultural Industries Compliance Audit Return for calendar year 2021, the Council adopt the Return, noting no matters of non-compliance, and authorise signing by the Shire President and Chief Executive Officer and its subsequent lodgment with that Department.

CARRIED 8/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Early.

Against: Nil



Narrogin - Compliance Audit Return 2021

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a) F&G Regs 7,9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2021?	N/A		Victoria Anderson
2	s3.59(2)(b) F&G Regs 7,8A, 8, 10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2021?	N/A		Victoria Anderson
3	s3.59(2)(c) F&G Regs 7,8A, 8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2021?	N/A		Victoria Anderson
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2021?	N/A		Victoria Anderson
5	s3.59(5)	During 2021, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A		Victoria Anderson



Narrogin - Compliance Audit Return 2021

Delegation of Power/Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A		Victoria Anderson
2	s5.16	Were all delegations to committees in writing?	N/A		Victoria Anderson
3	s5.17	Were all delegations to committees within the limits specified in section 5.17?	N/A		Victoria Anderson
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A		Victoria Anderson
5	s5.18	Has council reviewed delegations to its committees in the 2020/2021 financial year?	N/A	No Delegations to Committees.	Victoria Anderson
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Act?	Yes		Victoria Anderson
7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes	Resolved 26 May 2021	Victoria Anderson
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes		Victoria Anderson
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes		Victoria Anderson
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the council to amend or revoke a delegation made by absolute majority?	N/A		Victoria Anderson
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes		Victoria Anderson
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2020/2021 financial year?	Yes		Victoria Anderson
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Admin Reg 19?	Yes		Victoria Anderson

Narrogin - Compliance Audit Return 2021

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	Yes		Vanessa Ward
2	s5.68(2) & s5.69 (5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by Admin Reg 21A, recorded in the minutes of the relevant council or committee meeting?	Yes		Vanessa Ward
3	s5.73	Were disclosures under section sections 5.65, 5.70 or 5.71A(3) recorded in the minutes of the meeting at which the disclosures were made?	Yes		Vanessa Ward
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes		Vanessa Ward
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2021?	Yes		Vanessa Ward
6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes		Vanessa Ward
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76?	Yes		Vanessa Ward
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A, in the form prescribed in Admin Reg 28?	Yes		Vanessa Ward
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76, did the CEO remove from the register all returns relating to that person?	Yes		Vanessa Ward
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a	Yes		Vanessa Ward
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B, in the form prescribed in Admin Reg 28A?	Yes		Vanessa Ward



No	Reference	Question	Response Comment	Respondent
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes	Vanessa Ward
13	s5.89A(6)	When a person ceases to be a person who is required to make a disclosure under section 5.87A or 5.87B, did the CEO remove from the register all records relating to that person?	Yes	Vanessa Ward
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A (6) been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	N/A	Vanessa Ward
15	Rules of Conduct Reg 11(1), (2) & (4)	Where a council member had an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person, did they disclose the interest in accordance with Rules of Conduct Reg 11(2)?* *Question not applicable after 2 Feb 2021	Yes	Vanessa Ward
16	Rules of Conduct Reg 11(6)	Where a council member disclosed an interest under Rules of Conduct Reg 11(2) was the nature of the interest recorded in the minutes?*	Yes	Vanessa Ward
		*Question not applicable after 2 Feb 2021		
17	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes	Vanessa Ward
18	s5.71A & s5.71B (5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under s5.71A(1) relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A	Vanessa Ward
19	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under subsection 5.71B(6) recorded in the minutes of the council meeting at which the decision was considered?	N/A	Vanessa Ward
20	s5.103 Admin Regs 34B & 34C	Has the local government adopted a code of conduct in accordance with Admin Regs 34B and 34C to be observed by council members, committee members and employees?*	Yes	Vanessa Ward
		*Question not applicable after 2 Feb 2021		



No	Reference	Question	Response	Comments	Respondent
21	Admin Reg 34B(5)	Has the CEO kept a register of notifiable gifts in accordance with Admin Reg 34B(5)?* *Question not applicable after 2 Feb 2021	Yes		Vanessa Ward
22	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates within 3 months of the prescribed model code of conduct coming into operation (3 February 2021)?	Yes		Vanessa Ward
23	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4)?	No		Vanessa Ward
24	s5.104(7)	Did the CEO publish an up-to-date version of the adopted code of conduct on the local government's website?	Yes		Vanessa Ward
25	s5.51A(1) & (3)	Did the CEO prepare, and implement and publish an up-to-date version on the local government's website, a code of conduct to be observed by employees of the local government?	Yes		Vanessa Ward



Narrogin - Compliance Audit Return 2021

Disposal of Property					
No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) (unless section 3.58(5) applies)?	Yes		Victoria Anderson
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property?	Yes		Victoria Anderson



Narrogin - Compliance Audit Return 2021

Elections					
No	Reference	Question	Response	Comments	Respondent
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate?	Yes		Vanessa Ward
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years?	N/A		Vanessa Ward
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with Elect Reg 30G(6)?	Yes		Vanessa Ward

Narrogin - Compliance Audit Return 2021

Finance					
No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act?	Yes	OCM minutes 27/10/2021	Alex Mulenga
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority?	N/A		Alex Mulenga
3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2021 received by the local government by 31 December 2021?	Yes		Alex Mulenga
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes		Alex Mulenga
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	Yes	Yes For 2019/20 In Progress for 2020/21	Alex Mulenga
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under s7.12A(4)(b), did the CEO publish a copy of the report on the local government's official website?	Yes	Published 27/08/21 for Alex Mulenga 2019/20 In Progress for 2020/21	Alex Mulenga
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June received by the local government within 30 days of completion of the audit?	Yes		Alex Mulenga



Narrogin - Compliance Audit Return 2021

Integrated Planning and Reporting					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted 24 May 2017 Reviewed 22 May 2019	Victoria Anderson
2	Admin Reg 19DA (1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted 25/08/21	Victoria Anderson
3	Admin Reg 19DA (2) & (3)	Does the corporate business plan comply with the requirements of Admin Reg 19DA(2) & (3)?	Yes		Victoria Anderson



Narrogin - Compliance Audit Return 2021

Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve a process to be used for the selection and appointment of the CEO before the position of CEO was advertised?	N/A		Victoria Anderson
2	s5.36(4) & s5.37 (3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Admin Reg 18A?	N/A		Victoria Anderson
3	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A		Victoria Anderson
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4)?	N/A		Victoria Anderson
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	N/A		Victoria Anderson
6	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A		Victoria Anderson



Narrogin - Compliance Audit Return 2021

Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Has the local government designated a senior employee as defined by section 5.37 to be its complaints officer?	Yes	Appointed by CEO as per s.5.120 LGA	Victoria Anderson
2	s5.121(1) & (2)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a)? Does the complaints register include all information required by section 5.121 (2)?	Yes		Victoria Anderson
3	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes		Victoria Anderson

Narrogin - Compliance Audit Return 2021

Optional Questions					
No	Reference	Question	Response	Comments	Respondent
1	Financial Management Reg 5(2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with Financial Management Reg 5(2)(c) within the three years prior to 31 December 2021? If yes, please provide the date of council's resolution to accept the report.	N/A	Last Review May 2019	Frank Ludovico
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Audit Reg 17 within the three years prior to 31 December 2021? If yes, please provide date of council's resolution to accept the report.	N/A	Last review May 2019	Frank Ludovico
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B, was the disclosure made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C?	Yes		Vanessa Ward
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events ?	Yes		Vanessa Ward
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4)?	Yes		Vanessa Ward
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes		Vanessa Ward
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2020/2021 financial year and publish it on the local government's official website by 31 July 2021?	Yes		Vanessa Ward

8	s6.4(3)	By 30 September 2021, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2021?	Yes	Alex Mulenga
9	s.6.2(3)	When adopting the annual budget, did the local government take into account all it's expenditure, revenue and income?	Yes	Alex Aulenga

Narrogin - Compliance Audit Return 2021

Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy [adopted under F&G Reg 11A(1) & (3)] in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes		Victoria Anderson
2	s3.57 F&G Reg 11	Subject to F&G Reg 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in F&G Reg 11(1)?	N/A		Victoria Anderson
3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with F&G Reg 14(3) and (4)?	N/A		Victoria Anderson
4	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than a single contract?	N/A		Victoria Anderson
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer notice of the variation?	N/A		Victoria Anderson
6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Regs 15 and 16?	N/A		Victoria Anderson
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	N/A		Victoria Anderson
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A		Victoria Anderson
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	N/A		Victoria Anderson



No	Reference	Question	Response	Comments	Respondent
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	N/A		Victoria Anderson
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of F&G Regs 21 and 22?	N/A		Victoria Anderson
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A		Victoria Anderson
13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under F&G Reg 23 (1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A		Victoria Anderson
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with F&G Reg 24?	N/A		Victoria Anderson
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with F&G Reg 24AD(4) and 24AE?	N/A		Victoria Anderson
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A		Victoria Anderson
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A		Victoria Anderson
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of F&G Reg 24AG?	N/A		Victoria Anderson
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A		Victoria Anderson

20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A	Victoria Anderson
21	F&G Reg 24AI F&G Reg 24A I	Did the CEO send each application written notice advising them of the outcome of their application?	N/A	Victoria Anderson
22	F&G Reg 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of F7G Regs 24E and 24F?	N/A	Victoria Anderson

10.4.4 ADOPTION OF 2020/2021 ANNUAL REPORT

File Reference	12.2.1, 4.2.6
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	11 February 2022
Author	Frank Ludovico – Executive Manager Corporate and Community Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Shire of Narrogin 2020/2021 Annual Report (containing Annual Financial Report and Independent Audit Report) – (separate cover)2. Minutes of the Audit Advisory Committee held on 9 February 2022 (provided previously / on Shire website)

Summary

The Local Government Act 1995 requires that Council accepts the draft Annual Report each financial year, including the Financial and Auditor's Reports, no later than 31 December or within two months of the Auditor's Report becoming available if that is not received prior to 31 December.

The Auditor's report was received on 23 December 2021. The Audit Advisory Committee met with the Auditor on 9 February 2022 and officers and the Audit Advisory Committee have recommended Council adopt the Annual Financial Statements and Independent Audit Report.

Background

Under Section 5.53 of the Local Government Act 1995, the Shire is required to prepare an Annual Report for each financial year. The report is to contain:

- A report from the Shire President and Chief Executive Officer;
- An overview of the Plan for The Future/Community Strategic Plan;
- The 2019/20 Financial Report;
- The 2019/20 Auditor Report; and
- Any other prescribed information.

Council is also requested to give consideration to determining the date, time and location of the Annual General Meeting. The meeting must be held within 56 days from the date Council accepts the Annual Report and Financial Statements.

If Council accepts the Annual Report at this meeting, the latest possible date for the meeting is Wednesday 20 April 2022.

Consultation

Consultation occurred with the Auditors and:

- Manager Corporate Services;
- Executive Management Team; and
- Audit Advisory Committee.

Statutory Environment

- Local Government Act 1995 Section 5.27 – Electors’ general meetings;
- Local Government Act 1995 Section 5.29 – Convening electors’ meetings;
- Local Government Act 1995 Section 5.53 – Annual reports;
- Local Government Act 1995 Section 5.54 – Acceptance of annual reports;
- Local Government Act 1995 Section 5.55 – Notice of annual reports; and
- Local Government Act 1995 Section 5.55A – Publication of annual report.

Implications

There are no known policy implications on this matter.

Financial Implications

There are no known financial implications.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency

Comment/Conclusion

It is recommended that the Annual Report be considered by the electors of the Shire at the Annual Electors’ Meeting to be held on Wednesday 23 March 2022 (which would coincide with the March 2022 Ordinary Meeting of Council) commencing at 6:00 pm, which is within the 56-day period from the date of Council adopting the draft Annual Report.

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.012

Moved: Cr Seale

Seconded: Cr Broad

That with respect to the 2020/2021 Annual Report, Council:

1. Endorse the Administration's responses and implementation schedule with respect to the Confidential Management Letter.
2. Accept the Annual Report including the Annual Financial Report and Audit Report for the 2020/21 year;
3. Hold the Annual Electors' Meeting on 23 March 2022 in the Council Chambers, commencing at 6.00 pm; and
4. Publish the Annual Report, Audit Report, Notice of Meeting and give public notice(s) to the above effect, pursuant to the Local Government Act 1995, sections, 5.29, 5.55, 5.55A, in the Narrogin Observer, on the Shire's Website, official Notice Boards and Facebook site.

9.00pm Cr Alexander re-entered meeting.

CARRIED 9/0

BY ABSOLUTE MAJORITY

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

10.4.5 NARROGIN CROQUET CLUB LEASE

File Reference	A105214 & A115310
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Narrogin Croquet Club Inc.
Previous Item Numbers	Nil
Date	2 February 2022
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Correspondence from Narrogin Croquet Club2. Map showing area variation requested3. Current Croquet Club Lease4. Proposed new Croquet Club Lease

Summary

The Narrogin Croquet Club have requested a change to the leased area of their club.

The Council is asked to consider the new Lease, given the current lease is indeed expiring on 31 May 2022, also address their request to contribute towards asbestos removal.

Background

The Narrogin Croquet Club has a current lease with the Shire over separate portions of Lot 1561 Clayton Road. Lot 1561 Clayton Road is a Crown Grant, with the purpose of 'Recreation (Greater Sports Ground)' and extends from May Street (west) to Earl Street (east), abutting Clayton Road to the south and Lot 123 Earl Street ('old golf course') to the north.

The Croquet Club lease is dated from 1 June 2001 and will expire on 31 May 2022, with no option of renewal listed within it (Appendix 3). If a further lease is agreed to, then the variation (if granted) will need to be incorporated in a new lease (Appendix 4).

The lease is for the area located in the south-east portion of Lot 1561, with the facilities adjoining one another. The original Croquet Club lease consists of the Club's clubhouse, and two croquet lawns.

Correspondence from the Croquet Club requests that the north boundary be moved an additional 3 metres, in order to square off the area and align the fencing.

The Croquet Club has also requested that the Shire remove the 8 metres of existing asbestos fencing from the western side of lawn 3 or "C" green. It is proposed that they will also relocate the sun shelter from lawn 2 to lawn 3.

Consultation

Consultation has been undertaken with:

- Shire President;
- Deputy Shire President;
- Chief Executive Officer; and
- Executive of Narrogin Croquet Club.

It is not considered necessary to consult with the Bowling Club nor Narrogin Racing & Pacing with this minor variation to their lease area.

Statutory Environment

The Local Government Act 1995, Section 6.12 (absolute majority decision required) addresses the question of Council agreeing to waive fees and charges and Section.3.58, addresses the disposition of property.

Local Government (Function and General) Regulations 1993, Regulation 30, provides for exemptions from the disposition requirements for not for profit community groups (no need to advertise).

Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

Financial Implications

All costs in moving the fences to adjust the boundaries will be met by the Club, and the Shire will not be required to meet any additional costs.

The Lessee is expected to maintain the upkeep of the premises, therefore responsibility being transferred to the Croquet Club.

The request to contribute to asbestos fences on the former bowling green (now croquet green) has been addressed with the Club. They are ineligible to apply for a Community Chest Grant this round. The cost to the Shire to undertake the removal (we have a licensed asbestos remover on staff) is approximately \$1,500. They have also sought advice of assistance from a licensed local asbestos remover (who may be willing to donate his services to the club) and also request consideration to waiving the asbestos disposal fee (at the Shire's Refuse Site. This would equate to approximately \$304 (2 cubic metres).

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.2	Build a healthier and safer community
Strategy:	2.2.1	Support the provision of community security services and facilities
Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted and encouraged

Strategy:	2.3.2	Engage and support community groups and volunteers
Objective	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.3	Efficient use of resources
Strategy:	3.3.1	Increase resource usage efficiency

Comment/Conclusion

The Narrogin Croquet Club have been in contact with the Shire, requesting that the northern portion of the currently leased area be widened to an additional 3 metres (making 7 in total from the clubrooms).

There are no negative implications on the Shire if the northern fence is moved an additional 3 metres as the upkeep of the additional area will be the responsibility of the Croquet Club.

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.013

Moved: Cr Broad

Seconded: Cr Seale

That, with respect to the request of the Narrogin Croquet Club Inc., Council:

1. Authorise the Shire President and the Chief Executive Officer to prepare, sign and affix the common seal to new Lease in the substantive form of Appendix 4 attached to this report, and agreeing to the new boundaries for the Narrogin Croquet Club; and
2. Not agree to contribute to the removal of the asbestos adjacent to the former Bowling Green, however, agree to waive the asbestos disposal fees at the Shire's Narrogin Waste Facility.

CARRIED 9/0

BY ABSOLUTE MAJORITY

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

FC - ATN
DALE

Mr. Dale Stewart CEO

Shire of Narrogin 6312

15th Nov 2021

Dear Dale

Recently the Shire agreed to changes between the Narrogin Bowling Club and Narrogin Croquet Club. The short version is you were good enough to grant us an extra 3.4 meters to allow us to move the north fence that distance.

Having had time now to digest all this we made a mistake and now respectfully request that you add another 1.5 meters on to the 3.4 meters, you may as well round this off to 5 meters for ease of measurement. This will allow us to square off /align the fences which will tidy the whole area.

We have another request that the Shire remove 8 metres of asbestos fence from western side of lawn 3 or "C" green as it was known prior to all this happening. This will allow us to relocate the sun shelter from lawn 2 to lawn 3 and again square up the alignments. We are too old and do not have the equipment to safely carry out this job and would appreciate your response in the positive.

Yours sincerely

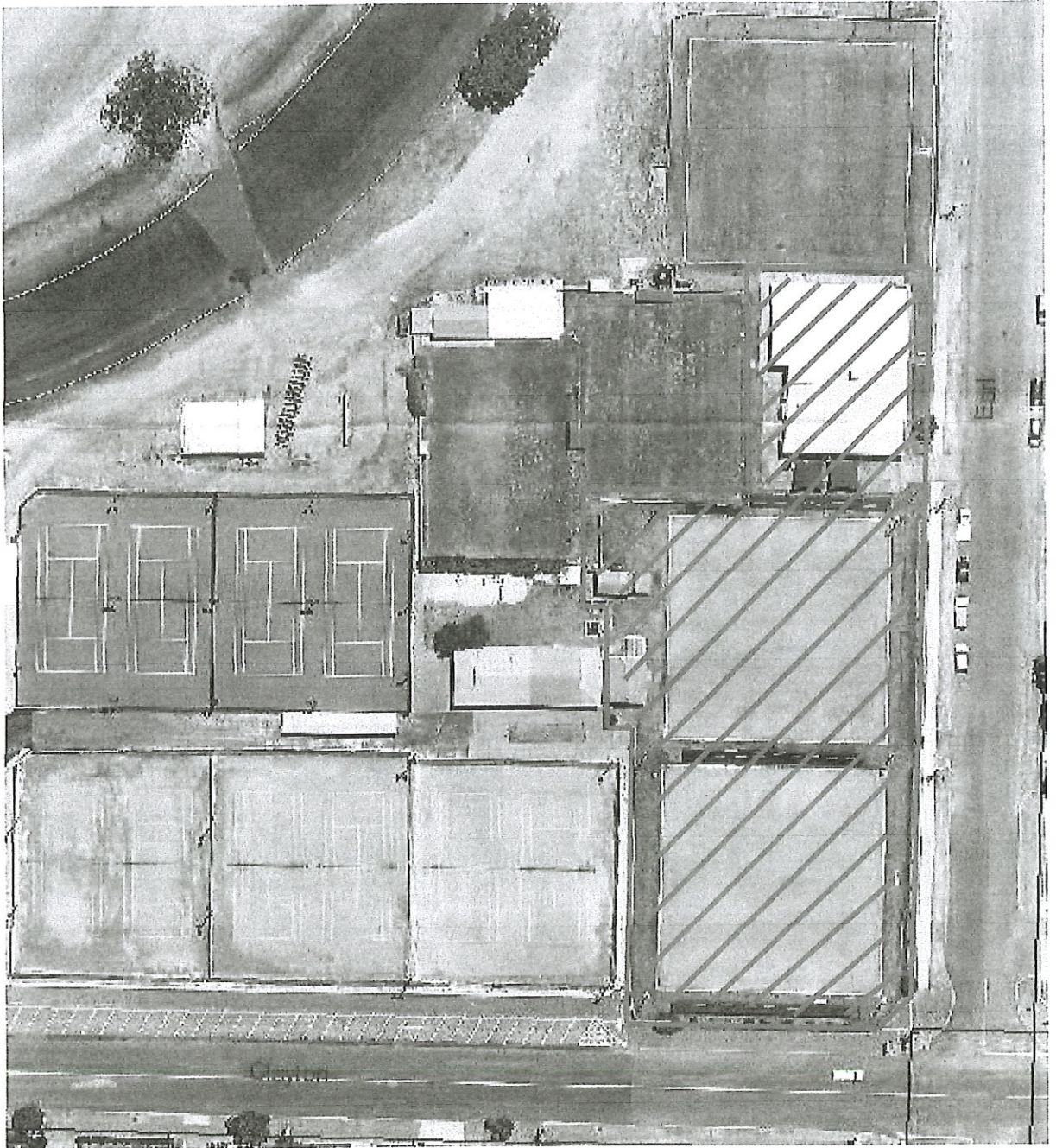
Malcolm Poultny Vice President

Narrogin Croquet Club

Box 248 Narrogin WA 6312

*mark it
Asbestos 8m / rest...?
licence? m2*

Annexure 1 – Aerial view of Premises (Narrogin Bowling Club)



Copy of club - Bowl / Croquet clubs
new lease agreement with
the council.

NB - Green 2 fence can only be
moved North 3.4m.

Proposed new area



TOWN OF NARROGIN

AND

NARROGIN CROQUET CLUB INC

LEASE

NARROGIN LOT 1561
NARROGIN CROQUET CLUBROOMS

\$5
0/5 20

THIS LEASE is made on 1 June 2001.

BETWEEN TOWN OF NARROGIN of 89 Earl Street, Narrogin, Western Australia ("Lessor")

AND NARROGIN CRQUET CLUB INC. ("Lessee")

RECITAL

Subject to certain approvals and consents being obtained, the Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease from the Lessor upon and subject to the provisions of this Lease.

ABN 66 012 878 627
WESTERN AUSTRALIA STAMP DUTY
05/10/02 07:49 001944867-001
DUP \$ ***** 5.00
D/S \$ *****20.00

IT IS AGREED

1. INTERPRETATION

1.1 Definitions

In this document:

"Commencement Date " means the Commencement Date specified in Item 4 of the Schedule.

"Expiration Date " means the Expiration Date specified in Item 4 of the Schedule.

"Permitted Use " means the Permitted Use specified in Item 8 of the Schedule.

"Premises" means the land described in item 1 of the Schedule together with all buildings and improvements on that land or after the signing of this Lease erected on that land and includes any part thereof.

"Rent " means the rent specified in the Schedule and the rent payable under this Lease from time to time.

"Reserve" means where the Premises are a reserve (as defined in the Land Administration Act 1997) or portion of such a reserve which has been placed under the care, control and management of the Lessor pursuant to the Land Administration Act 1997, that reserve.

"Term" means the term specified in item 4 of the Schedule and includes, if the Lessee exercises any option of renewal of this Lease granted to the Lessee pursuant to the provisions of clause 3.2, any further term.

1.2 Definitions: GST

In this document the expressions "consideration", "GST", "input tax credit", "supplier", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

1.3 Construction

Unless expressed to the contrary:

(a) words importing:

(i) the singular include the plural and vice versa;

- (ii) any gender include the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) 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;
 - (vi) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
 - (vii) time is to local time in Perth, Western Australia;
 - (viii) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (ix) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions.

4.4 Headings

Headings do not affect the interpretation of this document.

4.5 Exercise of Discretion

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires.

4.6 Withholding of Consent or Approval

Where the consent or approval of a party to this Lease is required, that consent or approval must not be unreasonably or capriciously withheld, but this clause has no application to **clause 4.5**.

2. CONDITIONS

2.1 Conditions

This document is subject to and conditional upon:

- (a) the prior approval in writing of the Minister for Lands pursuant to section 18 of the Land Administration Act 1997; and
- (b) any other necessary approvals and consents (if and to the extent that those approvals and consents are necessary and have not been obtained prior to the signing of this document) being obtained within three months after the signing of this document.

2.2 Application for Approvals and Consents

As soon as possible after the signing of this document the Lessor must, if the Lessor has not already done so, make application for the approvals and consents referred to in **clause 2.1(b)** and must pursue those applications and the Lessee must promptly join in the applications as may be necessary.

2.3 Failure of Condition

If any approval or consent is refused or not obtained on or prior to the date specified in **clause 2.1(b)** this document ceases to have effect and no party has any claim against any other party.

2.4 Approval or Consent Subject to Conditions

If any approval or consent is granted subject to any conditions with which either party is unable or reasonably unwilling to comply that party may give to the other a notice in writing within one month of becoming aware of the condition that the condition is unacceptable and thereupon the approval or consent is deemed to have been refused and this document ceases to have effect and no party has any claim against any other party.

3. LEASE

3.1 Initial Term

The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease from the Lessor together with the rights specified in item 2 of the Schedule but subject to the reservations specified in item 3 of the Schedule for the term specified in item 4 of the Schedule at the Rent specified in item 5 of the Schedule upon and subject to the provisions of this Lease.

3.2 Option of Renewal

If at the date of exercise of the option the Lessee has not failed to comply with any notice given by the Lessor to the Lessee requiring the Lessee to remedy a breach by the Lessee of the provisions of this Lease on the Lessee's part to be complied with, the Lessee has the option of extending this Lease for the Further Term specified in item 6 of the Schedule exercisable by the written request of the Lessee made not more than six (6) months nor less than three (3) months prior to the expiration of the term specified in item 4 of the Schedule at the same rental and upon the same provisions as are contained in this Lease except this **clause 3.2**.

4. LESSEE'S AGREEMENTS WITH LESSOR

The Lessee agrees with the Lessor as follows:

4.1 Rent

To pay to the Lessor the Rent in the manner specified in item 5 of the Schedule without any deduction or abatement whatsoever except if the Premises are destroyed or damaged as set out in **clause 7**.

4.2 Outgoings

Duly and punctually to pay all rates, taxes, assessments, charges, impositions and outgoings of whatsoever nature payable or hereafter to be become payable to any Government, local government or other authority in respect of the Premises and the following applies:

- (a) the Lessee's liability in respect of all such rates, taxes, assessments, charges, impositions and outgoings commences on the Commencement Date and ceases on the Expiration Date and must be apportioned between the parties on each of those dates;
- (b) if the Premises are not separately rated, charged or assessed in respect of any of the rates, taxes, assessments, charges, impositions and outgoings referred to in this **clause 4.2(a)** then for the purposes of this **clause 4.2** they must be apportioned between the Premises and the other premises the subject of the assessment in proportion to their respective areas.

4.3 Rubbish Charges

Duly and punctually to pay all rubbish charges assessed on the Premises or the occupier of the Premises by the Lessor.

4.4 Electricity, and Gas, Telephone and Water

Duly and punctually to pay and discharge all charges and meter rents in respect of gas, electricity, water and telephone used, consumed or incurred on the Premises and if it is possible and reasonably practical to do so, to procure the issue of accounts in respect of such services to and in the name of the Lessee rather than to and in the name of the Lessor.

4.5 Assignment, Subletting, Parting with Possession

- (a) Not to assign, mortgage, charge, sublet or part with the possession of the Premises without the prior written consent of the Lessor which consent the Lessor may in the Lessor's absolute discretion refuse without assigning any reason and it is agreed that Sections 80 and 82 of the Property Law Act 1969 are excluded from and do not apply to this Lease.
- (b) Not to assign, mortgage, charge, sub-let or part with the possession of the Premises without such prior approval in writing of the Minister for Lands if his consent is required pursuant to the Land Administration Act 1997.

4.6 Statutory Obligations

- (a) To comply with and obey the provisions of and all lawful and valid regulations, notices, orders and by-laws which may from time to time be made or given with respect to or affecting the Premises or the use or occupancy of the Premises under the provisions of the Health Act 1911, the Local Government Act 1995, the Metropolitan Water Supply Sewerage & Drainage Act 1909, the Fire Brigades Act 1942, the Bush Fires Act 1954, the Environmental Protection Act 1986 or any other statute, order, regulation, by-law or town planning scheme now or hereafter in force or made or given by any Minister, Department, Health Board, Municipal Council, Water Board or other competent authority or person.
- (b) To take out and keep current any lease required in connection with any activities carried on from the Premises.

4.7 Alterations

Not without the prior written consent of the Lessor to:

- (a) erect or suffer to be erected any building or structure on the Premises or to make or suffer to be made any alteration in or to any building or structure erected on the Premises or cut, maim or injure or suffer to be cut, maimed or injured any of the walls or timbers of such building or structure; and
- (b) install any water, gas or electrical fixtures, equipment, appliance or apparatus for illuminating air conditioning, heating cooling or ventilating the Premises

and that if any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Premises or any such installation is to be made by the Lessee, it is agreed that they must be constructed, erected, made, carried out and executed under the supervision and to the satisfaction of the Lessor and not otherwise.

4.8 Cleaning, Maintenance and Repair

To:

- (a) keep and maintain the Premises (including, without limitation, all lighting and electrical installations, all fences and gates and all reticulation and drainage systems) in good and tenable repair and condition to a standard acceptable to the Lessor, fair wear and tear excepted;
- (b) without limiting the generality of paragraph (a), keep and maintain all:
 - (i) Windows and doors clean, operable and lockable;
 - (ii) Showers, sinks and basins clean and free from blockages; and
 - (iii) Hot water services, stoves, airconditioning units and plant, refrigerators, fans and heaters clean and regularly maintained in accordance with the manufacturer's specification and any relevant Australian standards;

- (c) remove graffiti from any building on the Premises as soon as possible but in any event no later than 24 hours after the presence of that graffiti is identified;
- (d) keep and maintain the Premises clean and tidy and free from dirt and rubbish;
- (e) cut, water and maintain properly all lawns and hedges from time to time planted on the Premises and to water and maintain properly all gardens, trees, shrubs and other flora from time to time laid out or planted on the Premises and where necessary to replace all shrubs and plants that die or are destroyed;
- (f) Keep and maintained the portion of the Reserve surrounding the Premises clean and tidy and free of all rubbish; and
- (g) Take all reasonable precautions to keep the Premises free of rodents, vermin, insects, termites and other pests and in the event of failing to do so must if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

4.9 Painting

With the frequency specified in item 7 of the Schedule:

- (a) to paint with two (2) coats, undercoat and finishing coat, at least of first quality exterior paint and to oil with two (2) coats at least of first quality oil in a proper and workmanlike manner to the satisfaction of the Lessor all parts of the outside wood, iron, metal, stucco and cement work and all other external surfaces of all buildings on the Premises as are usually painted or oiled respectively; and
- (b) to paint or oil respectively with two (2) coats of interior paint or oil respectively in like manner all the internal wood and metal work and all other internal surfaces (including ceilings and walls) of such buildings and after every internal painting to grain, varnish, distemper, wash, stop, whiten and colour all parts as have previously been or are in the opinion of the Lessor required to be so dealt with first quality materials

but the Lessor may if in its opinion the condition of the buildings justify it relax these requirements as determined by it from time to time.

4.10 Use

Not to:

- (a) use or permit to be used the Premises for any purpose other than the Permitted Use;
- (b) carry on or suffer to be carried on upon the Premises any noxious noisome or offensive trade act business occupation or calling;
- (c) make, do or suffer upon the Premises any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to the owners or occupiers of property in the neighbourhood of the Premises;

- (d) sell or dispense alcohol from the Premises or allow alcohol to be sold or dispensed from the Premises other than in accordance with the provisions of the Liquor Licensing Act, 1988;
- (e) cut down any trees, plants or shrubs or sell, remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Premises;
- (f) store chemicals, inflammable liquids, acetylene gas or volatile or explosive oils, compounds or substances upon the Premises other than motor fuels, fertilisers (which must be stored separately from each other) and other substances reasonably required for conducting the normal activities of the Lessee which are permitted pursuant to **clause 4.10(b)**;
- (g) permit any person to sleep on the Premises; or
- (h) use or permit or suffer to be used any lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any purposes other than those for which they were constructed or provided or deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto arising caused by misuse shall be made good by the Lessee forthwith and all damages occasioned thereby shall also be paid by the Lessee.

4.11 Signs

Not to affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor and if such consent is given, to keep and maintain any such advertisement in good and tenable repair and condition.

4.12 Report Acts of Vandalism

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

4.13 Insurance

1. To take out and keep in force the following policies of insurance with an insurer approved by the Lessor:
 - a) a public liability insurance policy naming the Lessee as the insured for an amount which at the commencement of the Term must not be less than the sum of TEN MILLION DOLLARS (\$10,000,000.00) and which must be adjusted at the expiration of the first and each succeeding year during the Term to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Lessee would take out and in the event of any dispute concerning the amount it must be fixed at the expense of the Lessee by an insurance broker nominated by the Lessor;

- b) the usual workers' compensation policy covering all employees of the Lessee; and
- c) such policies of insurance as are specified in item 9 of the Schedule

and to deposit each such policy of insurance with the Lessor and at least seven (7) days before they become due to pay all premiums necessary for that purpose and deposit with the Lessor the receipt for the current year's premium or a certificate of renewal of the insurance company and if the Lessee at any time fails to insure and keep insured as above it is agreed the Lessor may do all things necessary to effect or maintain the insurance and that the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

2. Not to do or permit to be done anything whereby any policy of insurance in respect of the Premises may become void or voidable or by which the rate or premium on it may be increased and if any acts or defaults of the Lessee under this clause then to immediately pay the amount by which the premium shall be increased.
3. At the Lessee's own expense to make such amendments, alterations and additions to the Premises as shall be required by any requisitions or requirements of the Insurance Council of Australia or other body or authority having power or control over electrical installations or fixtures or dealing with insurance matters if the amendments, alterations and additions are required as a result of the Lessee's use of the Premises.

1.14 Insurance Premium: Lessor's Insurance

To pay to the Lessor upon demand:

- (a) such proportion of the insurance premium paid by the Lessor in taking out and keeping in force such policies of insurance as are specified in item 10 of the Schedule as the value of the Premises bears to the total value of the premises the subject of such policies of insurance, such values to be determined by the Lessor in its absolute discretion; and
- (b) any excess payable in respect of any claim made on any such policy of insurance.

1.15 Lessor's Rights of Entry

To permit:

- (a) the Lessor, any employee of the Lessor and any other person authorised by the Lessor at all reasonable times to enter upon the Premises and view the condition of the Premises and upon notice being given by the Lessor, to repair the Premises in accordance with such requirements as are set out in any such notice;
- (b) the Lessor, any employee of the Lessor and any other person authorised by the Lessor, with all necessary vehicles plant and materials at all times to have access to the Premises and the right to remain on the Premises to carry out any building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the Premises.

4.16 Costs

To pay:

- (a) all costs of and incidental to the preparation, execution and stamping of this Lease (including stamp duty); and
- (b) all costs, charges and expenses (including solicitors' costs and architects' fees) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the Property Law Act, 1969, requiring the Lessee to remedy a breach of any provision of this Lease notwithstanding forfeiture for the breach is avoided otherwise than by relief granted by the Court.

4.17 Indemnity

- (a) To the extent that the terms and conditions of any insurance effected by the Lessor or any money paid to the Lessor out of insurance effected by the Lessee do not fully indemnify the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor becomes liable in respect of any of the matters referred to in sub-paragraphs (i), (ii) and (iii) of this **clause 4.17(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses for which the Lessor becomes liable in respect of any loss or damage to property or death or injury of whatever nature or kind and however and wherever sustained:
 - (i) caused or contributed to by the use or occupation of the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor;
 - (ii) resulting from any negligence, act, default or omission of the Lessee, its servants, agents, employees, contractors, customers or visitors; or
 - (iii) resulting from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease except to the extent that the Lessor is obliged under the provisions of this Lease to pay for or contribute to that cost.
- (b) Without limiting the generality of **clause 4.17(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor becomes liable in respect of or arising from the overflow or leakage of water or other fluids in or from the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor.
- (c) Without limiting the generality of **clauses 4.17(a) and 4.17(b)**, to indemnify and keep indemnified the Lessor against any claim, action, demand, fine, damage, costs or expenses arising out of any breach by the Lessee or its servants, agents, contractors, customers, invitees of any provision of the Occupational Health, Safety and Welfare Act 1984.

4.18 Restore Premises

Upon the expiration or sooner determination of the Term to remove all fixtures and fittings of the Lessee from the Premises and to make good any damage caused by such removal and in particular but without limiting the generality of the above to remove or paint over, as the case may require, any sign, placard or advertisement affixed or exhibited in to or upon the Premises by the Lessee.

4.19 Deliver up Premises

Upon the expiration or sooner determination of the Term to deliver up the Premises and all additions to the Premises and fixtures and fittings in the Premises and the keys of the Premises (if any) to the Lessor in good and tenantable repair order and condition in strict accordance with the Lessee's obligations under this Lease.

5. LESSOR'S AGREEMENTS WITH LESSEE

The Lessor agrees with the Lessee as follows:

5.1 Quiet Enjoyment

If the Lessee pays the Rent and observes and performs the provisions of this Lease on the part of the Lessee to be observed and performed, the Lessee is, subject to **clause 4.15**, entitled to peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

5.2 Insurance

To take out and keep in force such policies of insurance as are specified in item 10 of the Schedule.

DEFAULT

The Lessor and the Lessee agree as follows:

5.1 Default: Essential Terms

Each of the obligations of the Lessee set out in **clauses 4.1** (payment of Rent) **4.2** (payment of outgoings), **4.5** (assignment, sub-letting and parting with possession), **4.8** (cleaning, maintenance and repair), **4.10** (use of the Premises), **4.13** (the Lessee's insurances) and **4.17** (indemnity) of this Lease is an essential term of this Lease.

5.2 Default

If:

- (a) any Rent or any other moneys payable under this Lease remain unpaid for fourteen (14) days after written demand has been received by the Lessee from the Lessor; or

- (b) an order is made or a resolution is effectively passed for the winding up of the Lessee (other than for the purpose of amalgamation or reconstruction) or the Lessee becomes bankrupt or if any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by it or there is appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Lessee's undertakings or assets or property; or
- (c) the Lessee fails within the time specified in a notice (which time shall be not less than seven (7) days) requiring the Lessee to remedy a non-monetary breach by the Lessee of any one or more of the provisions of this Lease unless the non-performance or non-observance has been waived or excused by the Lessor in writing;
- (d) the Premises are deserted or vacated; or
- (e) the Lessee being an incorporate association:
 - (i) is wound up or resolves to be wound up voluntarily,
 - (ii) without the prior consent of the Lessor, changes its name, objects, rules or constitution,
 - (iii) is convicted of an offence under the Associations Incorporations Act 1987.

then and in each case the Lessor or any person or persons duly authorised by the Lessor at any time thereafter and without any notice or demand may re-enter into and upon the Premises and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises will immediately determine.

The Lessor's right of action referred to above is without prejudice to the right of action or other remedy which the Lessor has in respect of any prior breach by the Lessee of any provision of this Lease and following such forfeiture the Lessor is entitled to recover from the Lessee damages for loss of the benefits which performance of the provisions of this Lease by the Lessee would have conferred on the Lessor between the date of forfeiture and the expiry of this Lease by the effluxion of time.

6.3 Execution of Works by Lessor

If and whenever the Lessee fails within the time specified in a notice issued pursuant to **clause 6.2(c)** to remedy a breach of a provision of this Lease, the Lessor may (without prejudice to any other rights or remedies of the Lessor) enter upon the Premises, carry out or execute any repairs, requisitions, notices or works, remedy any default, pay or discharge any outgoings or other moneys or do any act, matter or thing the Lessor thinks necessary or desirable to ensure or secure compliance with the provisions of this Lease and the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

4 Interest on Overdue Money

Without affecting the rights, powers and remedies of the Lessor under this Lease, the Lessee agrees to pay to the Lessor on demand interest on any money due by the Lessee to the Lessor pursuant to this Lease but unpaid for seven (7) days calculated from the due date for payment until payment in full and computed at the rate per cent per annum which is from time to time 2% above the prime rate of interest (expressed as a rate per cent per annum) charged by the Lessor's bankers on loans of less than \$100,000.00 from time to time and such interest is deemed to be rent in arrears and may be recovered by the Lessor accordingly.

5 Acceptance of Rent Not to Prejudice Lessor's Right

Demand for or acceptance of Rent or any other amounts payable by the Lessee in terms of this Lease after default by the Lessee under this Lease (other than on the grounds of non-payment of that rent or the other amounts as the case may be) will not affect the exercise by the Lessor of the rights and powers conferred upon the Lessor by this Lease and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

DAMAGE OR DESTRUCTION

7.1 Damage or Destruction

- (a) Subject to the provisions of **clause 7.2** if the Premises are at any time during the Term totally or partially destroyed or damaged so as to render the Premises unfit for the occupation and use of the Lessee or inaccessible, the Rent and any other moneys payable by the Lessee under the terms of this Lease ("**Amounts Payable**") or a proportionate part of the Amounts Payable according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the Amounts Payable falling due after the destruction or damage or a proportionate part of the Amounts Payable shall be suspended until the Premises have been rebuilt or made fit for the occupation and use of the Lessee or accessible to the Lessee as the case may be.
- (b) The abatement of the Amounts Payable referred to above shall not apply in case of destruction or damage caused by the Lessee or if any policy or policies of insurance have been vitiated or payment of the policy moneys refused because of the act, default or omission of the Lessee or of any servant, agent, invitee or licensee of the Lessee.
- (c) If there is any dispute between the parties concerning the interpretation of this **clause 7.1** that dispute must be referred to the award of a single arbitrator (who must conduct the arbitration in accordance with the provisions of the Commercial Arbitration Act 1985) to be appointed in default of agreement between the parties by the President for the time being of the Property Institute (Inc.) WA Division, at the request of either the Lessor or the Lessee, whose appointment is final and the Lessee must pay the Amounts Payable without any deduction or abatement until the date of the award of the arbitrator whereupon the Lessor must refund any of the Amounts Payable which according to the award has been overpaid. Each party is entitled to legal representation at any such arbitration.

7.2 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 occupation and use either party may by notice in writing to the other of them given within twenty eight (28) days after the event determine this Lease and thereupon this Lease is determined without prejudice however to the liability of the Lessee under this Lease up to the date of determination.

8. GST

- (a) Unless otherwise expressly stated, all Rent, prices or other sums payable or consideration to be provided under or in accordance with this document are exclusive of GST.
- (b) If GST is imposed on any supply made under or in accordance with this document, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document.
- (c) If this document requires a party to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - (i) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense ("net amount"); and
 - (ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.
- (d) If a GST inclusive price is charged, the supplier must provide the recipient of the supply a valid tax invoice at or before the time of payment.

9. LIMITATION OF LIABILITY OF LESSOR

The Lessor's obligations under this document:

- (a) bind only the person holding the reversionary estate of the Premises immediately expectant upon the expiry of the Term; and
- (b) only render the Lessor liable in damages when the act omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Premises or while the Premises are vested in the Lessor (as the case may be).

0. SPECIAL CONDITIONS

The Lessor and the Lessee agree that the special conditions (if any) set out in item 11 of the Schedule shall apply and agree with each other to observe and perform the obligations on the part of each of them set out in item 11 of the Schedule.

1. MISCELLANEOUS PROVISIONS

The Lessor and the Lessee agree that:

1.1 Notices

All notices, consents and approvals or any demand to be given or made upon the Lessee shall be made in writing and may be signed by the Lessor or its solicitors or agents and any notice to be given pursuant to this Lease is deemed to have been duly served on the party to whom it is to be given if served in the manner provided in Section 135 of the Property Law Act, 1969 and, in addition, in the case of a notice to the Lessee if left addressed to the Lessee at the Premises.

1.2 Holding Over

- (a) 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 monthly rent equivalent to one twelfth of the aggregate of the rent payable upon the expiry of the Term which would be payable by the Lessee if an extension of the Term had been granted at the expiry of the Term and otherwise on the same terms and conditions as this Lease (except clause 3.2).
- (b) The Lessor may give to the Lessee notice in writing at any time specifying a Rent being an amount greater than the Rent referred to in clause 11.2(i) and the Lessee shall commence paying the Rent specified in the notice at the commencement of the months following the receipt of the notice.

1.3 Waiver

No waiver by the Lessor of any breach of any provision of this Lease by the Lessee operates as a waiver of another breach of any provision of this Lease by the Lessee.

1.4 Severance

If any part of this Lease is or becomes void or unenforceable then that part is or will be severed from this Lease so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

1.5 Statutory Powers

The powers conferred by or under any statute except to the extent inconsistent with the terms and provisions expressed in this Lease) are in augmentation of the powers conferred on the Lessor by this Lease.

1.6 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Western Australia.

- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.7 Joint and Several Liability

An obligation of two or more persons binds them jointly and severally.

11.8 Time of the Essence

Time is of the essence in respect of the performance and observance by the Lessee of the provisions of this Lease.

SCHEDULE

1. **Premises** (Clauses 1.1 and 3.1)
Portion of Reserve number 27330 (Narrogin Lot 1561) delineated and hatched as shown on the attached document.
2. **Rights** (Clause 3.1)
Nil.
3. **Reservations** (Clause 3.1)
Nil.
4. **Term** (Clause 3.1)
Commencement Date: 1 June 2001

Expiration Date: 31 May 2022
5. **Rent** (Clauses 3.1 and 4.1)
One Dollar (\$1.00) per annum.
6. **Further Term** (Clause 3.2)
Nil.
7. **Frequency with which Premises to be Painted** (Clause 4.9)
To be negotiated between Lessee and Lessor.
8. **Permitted Use** (Clause 4.10(b))
Corquet and Clubrooms.
9. **Lessee's Additional Insurance Obligations** (Clause 4.13(c))
A special risk policy in the name(s) of the Lessee to cover the contents and all plate glass installed on the Premises against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped therefrom and any other risks required by the Lessor, such cover not to be less than the full insurable value of the plate glass and contents on a replacement and/or reinstatement basis.
10. **Lessor's Insurance Obligations** (Clause 5.2)
A building and industrial special risk policy to cover the Premises against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped therefrom and any other risks required by the Lessor, such cover not to be less than the full insurable value of the Premises on a replacement and/or reinstatement basis.

11. Special Conditions (Clause 10)

Nil.

EXECUTED as an agreement.

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



..... *S.A. Higgins*)
Sally Anne Higgins)
Mayor)

..... *[Signature]*)
Gary Keith O'Neil)
Acting Chief Executive Officer)

THE COMMON SEAL of NARROGIN)
CROQUET CLUB INC was hereunto)
affixed by authority of a resolution of the)
Club / Committee in the presence of:)



..... *K. Bradley*)
President)

..... *KATHY BRADLEY*)
Name of President)
(print)

..... *[Signature]*)
Vice-President)

..... *John M. Knight*)
Name of Vice-President)
(print)

..... *[Signature]*)
Secretary)

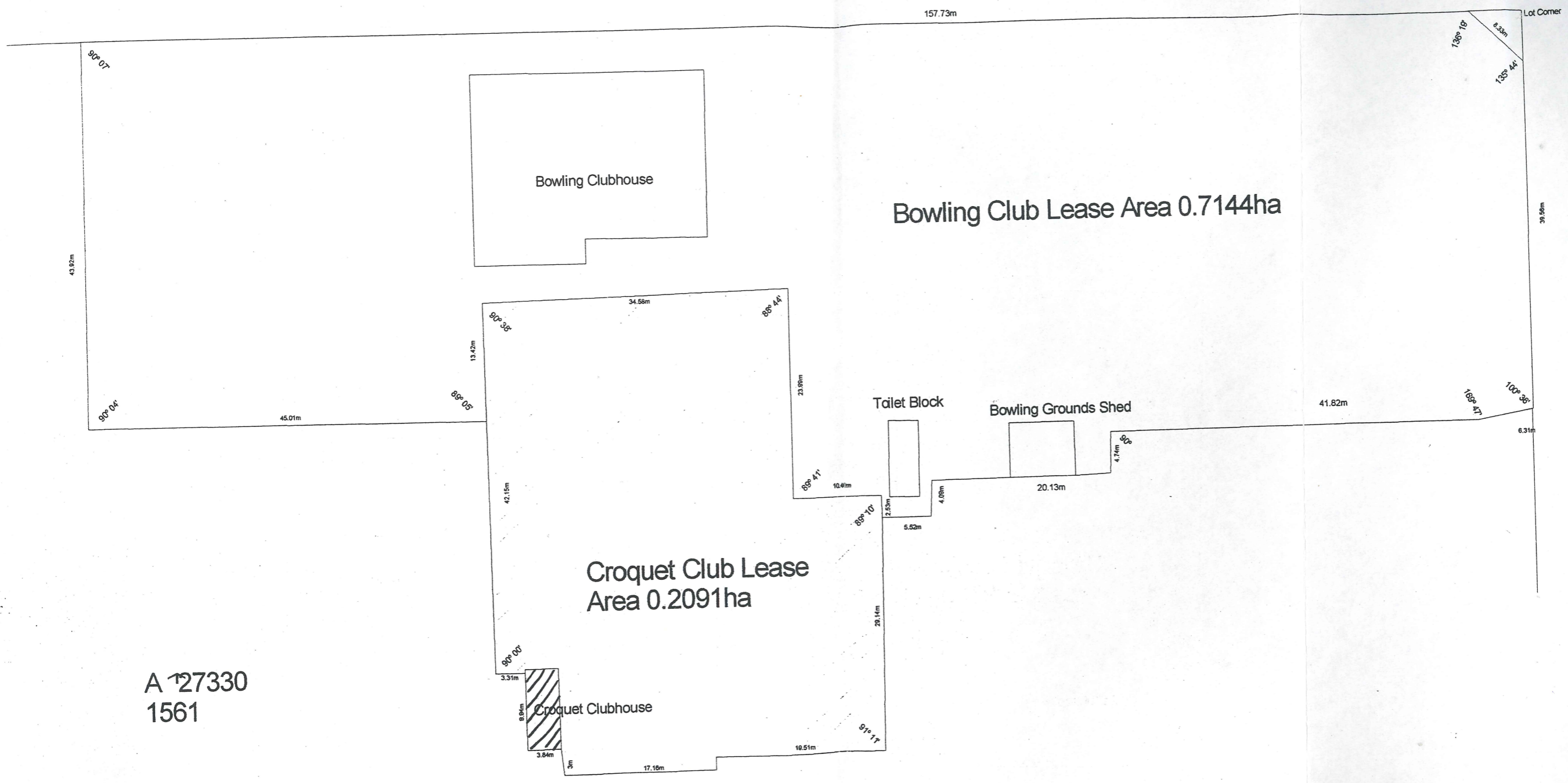
..... *John M. Knight*)
Name of Secretary)
(print)

Signed for the STATE OF WESTERN AUSTRALIA for
and on behalf of the MINISTER FOR LANDS by
.....
REGIONAL MANAGER, SOUTHEAST
a DOLA officer delegated the Minister's powers under
Section 9 of the Land Administration Act 1997 in the
presence of: *[Signature]*
PROJECT OFFICER

North
 Scale 1 : 500

Earl Street

Clayton Road

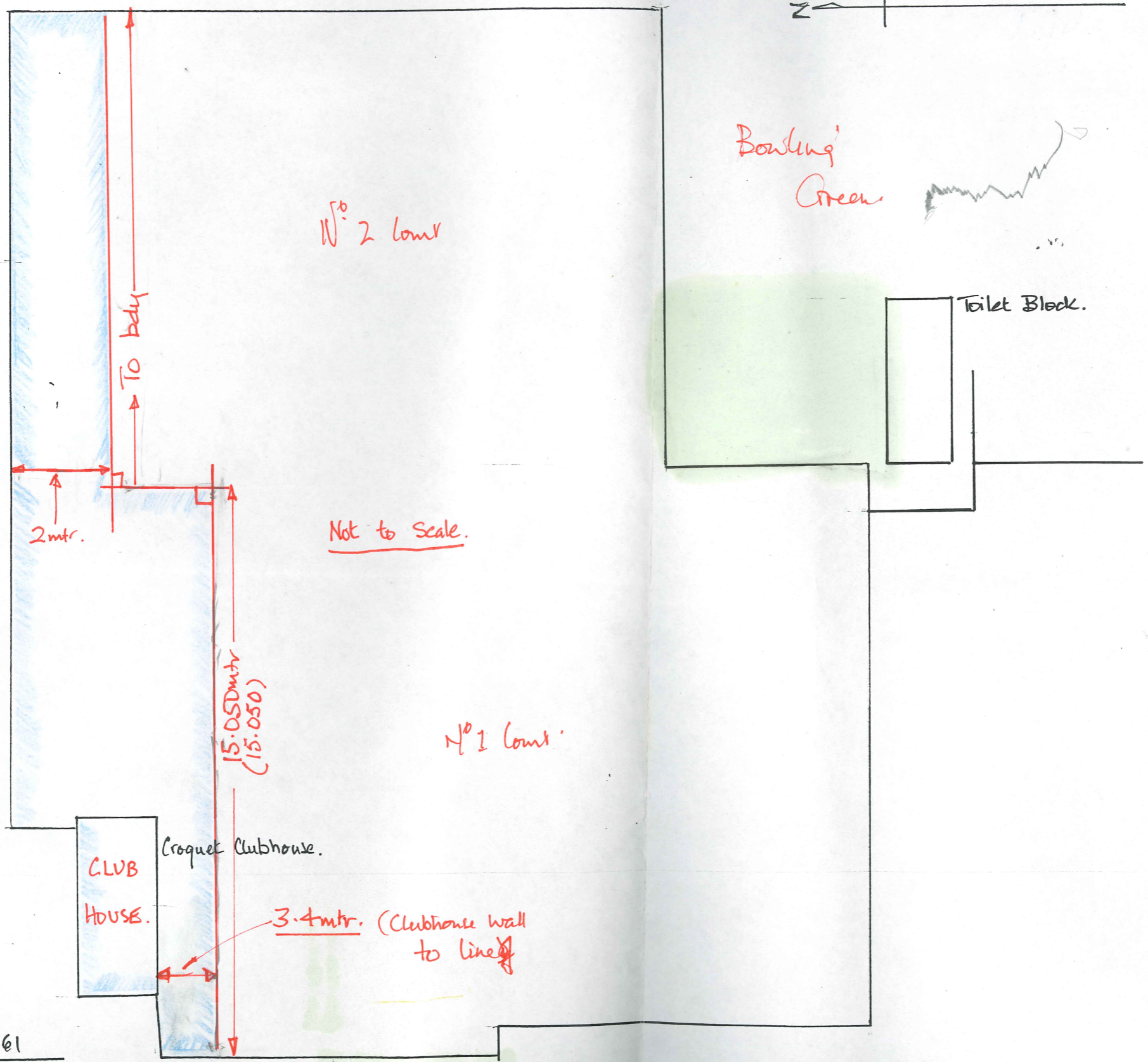


A 127330
 1561

PH and KE Gow (Licensed Surveyor)
 PO Box 580
 Narrogin WA 6312
 ph/fax 98815140

Itemref	Quantity	Title/Name, designation, material, dimension etc	Article No./Reference		
Designed by XXX	Checked by P Gow	Approved by - date XXX - 00/00/00	Filename CROQUET.CAD	Date 14/02/01	Scale 1:500
Town of NGN			Croquet / Bowling		
			100	Edition 1	Sheet 1/1

Bowling Clubhouse



Not to Scale.

Part Reserve ↑ 27330 . 1561

Sketch: Croquet Club Lease.
Scale approx: 1:250.

Lease Narrogin Croquet Club & Greens (Portion of Lot 1561 Clayton Road)

Shire of Narrogin

Narrogin Croquet Club Inc.

Disclaimer

This document has been prepared as a template for the Shire of Narrogin (**Shire**).

McLeods cannot be held responsible for any errors of the Shire in preparing this document.

If something arises which is not addressed in the template then we advise the Shire to contact us to seek advice.

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Details

Parties

Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia
(Lessor)

Narrogin Croquet Club Inc

of PO Box 248
NARROGIN WA 6312
(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 Deed.

Agreed terms

1. Definitions

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

Amounts Payable means the Rent 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);

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;

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

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

DER means the Department of Water and Environmental Regulation of Western Australia;

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

EPA means the Environment Protection Agency of Western Australia;

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

Further Term means each further term specified in **Item 3** of the Schedule;

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

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 \$100,000.00;

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

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

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased 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;

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;

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

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

Schedule means the 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.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a 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 to 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, 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;
 - (x) any thing (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 subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;

- (d) the covenants and obligations on the part of the Lessee not to do 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.

3. Minister for Lands Consent

Clause not applicable.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, 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.

6. Rent and other payments

The Lessee covenants with the Lessor:

Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;

- (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; 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 6(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

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 for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

Costs

- (3) 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; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (4) 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 6** or any matter arising out of this Lease.

Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

Not applicable.

8. Insurance

Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) 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;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

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, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

Details and receipts

In respect of the insurances required by **clause 8** the Lessee must:

- (f) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (g) 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
- (h) 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 a policy of insurance is cancelled.

Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8**.

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:

- (i) render any insurance effected under **clause 8** on the Premises, or any adjoining premises, void or voidable; or
- (j) 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).

Report

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

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

Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8**.

Lessor as attorney

Deleted

9. Indemnity

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.

Indemnity

- (3) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands 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 the Minister for Lands, 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 to 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.

Obligations Continuing

The obligations of the Lessee under this clause:

- (d) 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 9** will be reduced by the extent of such payment.

- (e) 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.

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.

Release

- (4) 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 and the Minister for Lands 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 by;
 - (ii) loss of 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.
- (5) 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.

10. Limit of Lessor's liability

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 unless caused by the lessor.

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 in 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.

11. Maintenance, repair and cleaning

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), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any 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;
 - (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.
- (3) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

Cleaning

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

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.

Responsibility for Securing the Premises

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

Maintain surroundings

- (4) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (5) The Lessee agrees that any major pruning of trees must be undertaken by a qualified tree surgeon.
- (6) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (7) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (8) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

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.

Pest control

With the exception of termite control, the Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

Painting

- (9) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (10) All painting carried out on the Premises must be carried out in a professional manner; and the 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.

Drains

- (11) The Lessee must keep and maintain the waste 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 default on the part of the Lessee.

- (12) 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.

12. Use

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 it 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 laws, acts, statutes 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 any thing 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 licence 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) Consumption of alcohol

Deleted.

(9) 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 Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws 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 to 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.

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 licences required by the Lessee under any statute for its use of the Premises.

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.

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.

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 12**.

13. Alcohol

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 licence or permit under the Liquor Control Act 1988 for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

Liquor licence

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

- (c) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (d) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & 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.
- (e) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence 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 grant; and
- (f) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

- (1) Deleted

15. Alterations

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 Lessee under a town planning scheme of the Lessee;
- (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 11**, 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.

Consent

- (2) 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 15** 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 or 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
 - (b) if the Lessor consents to any matter referred to in **clause 15**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

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:

- (c) carry out those other works at the Lessee's expense; or

- (d) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

16. Lessor's right of entry

Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any 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 is reasonably 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 16(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16(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.

17. Statutory obligations and notices

Comply with Statutes

The Lessee must:

- (a) 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, licences and permits required under any statute for the use of the Premises specified at **clause 12**;

- (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.

Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (e) failing to perform, discharge or execute any of the items referred to in **clause 17**; and
- (f) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17**.

18. 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 on 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.

19. Default

Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) 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.

Forfeiture

On the occurrence of any of the events of default specified in **clause 19** the Lessor may:

- (h) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (i) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (j) 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.

Lessor may remedy breach

If the Lessee:

- (k) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (l) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to 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 doing of 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.

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.

Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **33** (Goods and Services Tax), is an essential term of this Lease but this **clause 19** does not mean or imply that there are no other essential terms in this Lease.

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:

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

- (n) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (o) 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 default,

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;
- (p) the Lessee agrees that the covenant set out in this **clause 19(o)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (q) the Lessee may deduct from the amounts referred to at **clause 19(o)** 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 by effluxion of time; and
- (r) 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 or implied in this Lease.

20. Damage or destruction of Premises

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 arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

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 be 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, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, 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 **consider**, at the lessors absolute discretion, granting 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 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

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 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.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

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;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

25. Removal of property from Premises

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, any damage caused by the removal.

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.

26. Casual Hire of Premises

Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Assignment, Subletting and Charging

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.

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, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the 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 for non-profit making community purposes;

- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of 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.

Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27(c)**.

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.

Property Law Act 1969

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

Costs for assignment 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:

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

No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

28. Disputes

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 (**the 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 (**the Original Meeting**).

Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28** 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 by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

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 paid

29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 1987 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

30. 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.

31. Right to terminate upon notice

- (a) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party.
- (b) If this Lease is terminated in accordance with this clause, **clause 24** will apply.

32. Caveat

No absolute caveat

The Lessee nor any person on behalf of the Lessee will, 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.

CEO & Lessor as attorney

Deleted

Ratification

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

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.

33. Goods and services tax

Definitions

- (1) 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 the 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 or other money 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.

Lessee to pay GST

- (2) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (3) The Lessee must pay any increase referred to at **clause 33(2)** whether it is the Lessee or any other person who takes the benefit of any Supply.

- (4) 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.

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 33(3)** 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.

- (5) 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.

- (6) 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.

- (7) 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.

- (8) 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.

34. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being 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.

40. Notice

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; or
- (b) 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.

Service of notice

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

- (c) if by personal delivery, when delivered;
- (d) if by leaving the Notice at an address specified in **clause 40(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (e) if by post to an address specified in **clause 40(b)**, on the second business day following the date of posting of the Notice.

Signing of notice

A Notice to a Party may be signed:

- (f) if given by an individual, by the person giving the Notice;

- (g) if given by a corporation, by a director, secretary or manager of that corporation;
- (h) if given by a local government, by the CEO;
- (i) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (j) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

41. Severance

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

42. 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.

43. Moratorium

The provisions of 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.

44. 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.

45. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

46. Waiver

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.

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

Portion of lot 1561 Clayton Road, Narrogin, and comprising the Narrogin Croquet Club, and Greens as depicted in GREEN outline with the new northern BLUE area on Annexure 1.

Premises

That part of the Land depicted on the plan in GREEN outline a outline with the new northern BLUE area annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

Commencing on 31 May 2022 and expiring on 30 May 2032.

Item 3 Further Term

Ten (10) years commencing on 31 May 2032 and expiring on 30 May 2042.

Item 4 Commencement Date

31 May 2022.

Item 5 Rent

\$1 plus GST payable annually in advance on demand.

Item 6 Rent Review

Not applicable

Item 7 Permitted purpose

Croquet Club and ancillary social sporting activities and in keeping with the Rules of Association of the Club, adopted or amended from time to time.

Item 8 Public liability insurance

Ten million dollars (\$10,000,000.00).

Item 9 Repainting Dates

31 May 2031 and 31 May 2041.

Item 10 Additional terms and covenants

- a) The Lessee is to pay all outgoings including but not limited to all rates and refuse charges, emergency service levies and utilities on the property;
- b) Notwithstanding clause (a) above, the Council will consider waiving the local government's rates each year, pursuant to section 6.47 of the Local Government Act 1995;
- c) The fixed building and structural assets including lighting and fencing on the property being insured by the Shire of Narrogin and the Lessee is being required to reimburse the Shire for that expense;
- d) The Lessee is to be responsible for all capital (infrastructure) repairs and operating maintenance and surface repairs and replacements associated with the croquet courts, lighting and lighting towers, fencing, and shed, and all internal surfaces to the leased area;
- e) The Lessee is to be responsible for all maintenance repairs, cleaning and operating expenses associated with the Clubrooms and shed; and
- f) The Lessors Building Surveyor or appointed agents or shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease.

Signing page

EXECUTED [.....day of] 2022

THE COMMON SEAL of **THE SHIRE OF NARROGIN** was hereunto affixed in the presence of:

President

Leigh Ballard

Chief Executive Officer

Dale Stewart

Signed by the Narrogin Croquet Club Inc pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises (Green Outline)



OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.014

Moved: Cr Wiese

Seconded: Cr Pomykala

That with respect to the report relating to Determination of Auction Reserve Price for Sale of Land due to Unpaid Rates of 52 & 54 Lock Street & 40 Northwood Street, the meeting be closed to the public, pursuant to Section 5.23(2)(b) of the Local Government Act 1995.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

9.09pm - The meeting closed to the public.

10.3.3 DETERMINATION OF AUCTION RESERVE PRICE FOR SALE OF LAND DUE TO UNPAID RATES OF 52 & 54 LOCK STREET & 40 NORTHWOOD STREET

File Reference	A105210, A266000, A289900
Disclosure of Interest	Neither the Author nor Authorising Officer has any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicants	Shire of Narrogin
Previous Item Numbers	Item 11.3.3, 23 October 2019, Resolution 1019.007 Item 11.3.5, 23 October 2019, Resolution 1019.011
Date	10 February 2022
Author	Thomas Baldwin – Rates Officer
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	1. Locality Map 2. Valuation report and financial summary (Confidential – provided under separate cover)

Summary

Council is requested to resolve the reserve price for the auction of land located at 52 Lock Street, 54 Lock Street and 40 Northwood Street. The auction is being conducted to facilitate the sale of the land for unpaid rates in accordance with the Local Government Act 1995, sections 6.56, 6.60, 6.64 and 6.68.

Background

In October 2019 Council resolved to pursue the sale of the three properties for unpaid rates, in accordance with the Local Government Act 1995 (the '3 year rule'), all other avenues of debt recovery having been exhausted.

Shortly after the resolution was passed, Covid-19 restrictions and staffing changes meant the auction could not be progressed.

Since Council passed its resolutions all properties have now been served with a Form 2, Form 3 and Form 4. Council is therefore in possession of the land, has advertised its intention to sell it and given the ratepayer the statutory three months to contact the Shire and make payment. Currently all three properties still have an aged balance of at least three years and the ratepayers have not entered into an approved payment plan. Council may proceed to issue a Form 5, setting the auction date and registering the memorial on the title.

During that time further rates, ESL, penalty interest and legal fees have accrued and remain unpaid. Resolution 1019.007 & 1019.011 authorised the Chief Executive Officer only for 12 months to affect the contract of sale and so Council is asked to consider this matter again.

Consultation

Consultation has occurred with the following:

- The ratepayers affected;
- AMPAC Debt Recovery;
- Baycorp (WA) Pty Ltd;
- Elders Real Estate Narrogin; and
- Chief Executive Officer.

Statutory Environment

Section 5.23 (c) of the Local Government Act 1995, permits the local government to not divulge the reserve price of the land.

Section 6.64(1) of the Local Government Act 1995 provides that:

- “(1) If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —*
- (a) from time to time lease the land; or*
 - (b) sell the land; or*
 - (c) cause the land to be transferred to the Crown; or*
 - (d) cause the land to be transferred to itself.”*

Section 6.68(1) of the Local Government Act 1995:

“Subject to subsection (2), a local government is not to exercise its power under section 6.64(1)(b) in this Subdivision and Schedule 6.3 referred to as the power of sale) in relation to any land unless, within the period of 3 years prior to the exercise of the power of sale, the local government has at least once attempted under section 6.56 to recover money due to it.”

Section 6.68(2) of the Local Government Act 1995:

“A local government is not required to attempt under section 6.56 to recover money due to it before exercising the power of sale where the local government —

- (a) *has a reasonable belief that the cost of the proceedings under that section will equal or exceed the value of the land” or*
- (b) *having made reasonable efforts to locate the owner of the property is unable to do so”.*

Section 6.68(3A) and (3) of the Local Government Act 1995 states –

“A local government is to ensure that a decision to exercise a power of sale without having, within the period of 3 years prior to the exercise of the power of sale, attempted under section 6.56 to recover the money due to it and the reasons for the decision are recorded in the minutes of the meeting at which the decision was made”.

“(3) Schedule 6.3 has effect in relation to the exercise of the power of sale.”

Section 6.71(1) of the Local Government Act 1995 states

“If under this Subdivision land is offered for sale but at the expiration of 12 months a contract for the sale of the land has not been entered into by the local government, it may by transfer, where the land is subject to the provisions of the Transfer of Land Act 1893, and by deed, where the land is not subject to the provisions of that Act, transfer or convey the estate in fee simple in the land to —

- (a) *the Crown in right of the State; or*
- (b) *the local government.*

Section 6.73 of the Local Government Act 1995 states –

“A sale of land by a local government or a transfer or conveyance of land to the Crown or a local government under this Subdivision discharges —

- (a) *the land; and*
- (b) *the owners (present and past) of the land,*
from any liability to the local government for rates, service charges or other money due to the local government which were, at the time of the sale, transfer or conveyance —
- (c) *secured by a charge over the land; or*
- (d) *otherwise, recoverable, whether under this Act or another written law, by the local government in respect of the land.”*

Schedule 6.3 of the Local Government Act 1995 specifics the various provisions relating to the process of sale.

Policy Implications

Executive Instructions – 3.4 – Debt Recovery – Rates Debtors

Financial Implications

If there is a successful bid at each of the auctions to cover the full debts outstanding, Council will receive amounts as stated in the confidential attachment across the three properties.

If only the reserve price is bid at auction, Council will receive less than the outstanding debt across the three properties and will be asked to write off the balance under section 6.73 of the Local Government Act 1995.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective:	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation
Strategy:	4.1.1 Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2 Continue to enhance communication and transparency

Comment/Conclusion

Due to the size of the outstanding debts, the current land value and the current market conditions Council faces a choice. The first option is to set the reserve price of the auctions sufficiently high so that a successful bid would enable Council to recover all its outstanding debts and auction costs. The current value of the land does not support this to make a plausible option.

The most likely outcome, in this scenario, is that the auction would be handed in and then, in accordance with section 6.71 of the Local Government Act 1995, Council would wait 12 months and then execute the process to transfer the land to Crown or the local government. As well as incurring further legal costs this will result in loss of future rates income.

The second, recommended option is that Council set a reserve price in line with the market valuation, supplied by the real estate agent with the aim that the land will sell into private hands, encourage development in the Shire and will continue to be rateable thus assuring Council of future income. Writing off some debt will be a possible short term cost to this long term gain.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.015

Moved: Cr Pomykala

Seconded: Cr Seale

That, with respect to the sale of land, being Assessment No. A105210, 52 Lock Street Narrogin, A266000, 54 Lock Street Narrogin and A289900, 40 Northwood Street Narrogin, due to unpaid rates, Council, pursuant to sections 6.64(1)(b), (d), 6.68(2), 6.68(3), 6.71, 6.73 and Schedule 6.3 of the Local Government Act 1995 resolve to:

1. Effect proceedings in accordance with the various requirements set out in the Act, to dispose of the property through sale, to recover rates and charges in arrears of three (3) or more years, as the Shire of Narrogin has the belief that it has made reasonable efforts to recover debts owing by the landowner, in order to recover the rates and charges in arrears;
2. Authorise the Chief Executive Officer at the auction or within 12 months following, to affect any contract of sale and to set the confidential reserve price for the land as indicated in the confidential "Valuation report and financial summary" attachment and to authorise the Shire

President and Chief Executive Officer to affix the Common Seal to any related documents;
and

3. Cause the land to be transferred to the Shire of Narrogin, if there are no successful bidders, or subsequent sales, at or above the agreed reserve, following the conclusion of 12 months.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early.

Against: Nil

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0223.016

Moved: Cr Seale

Seconded: Cr Alexander

That the meeting be re-opened to the public at 9.18pm.

CARRIED 9/0

For: President Ballard, Cr Broad, Cr McNab, Cr Fisher, Cr Seale, Cr Pomykala, Cr Wiese, Cr Alexander, Cr Early

Against: Nil

Locality Map

52 & 54 Lock Street, Narrogin



40 Northwood Street, Narrogin



11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

Nil

13. CLOSURE OF MEETING

There being no further business to discuss, the Presiding Member declared the meeting closed at 9.19 pm and pursuant to resolution 1021.012 of 27 October 2021, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on Wednesday 23 March 2022, at this same venue.



Shire of
Narrogin
Love the life

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