



Shire of  
**Narrogin**

**MINUTES  
ORDINARY COUNCIL MEETING**

**8 NOVEMBER 2016**

These minutes were confirmed at the Ordinary Council Meeting held on 22 November 2016

Signed: .....  ..... Date 22/11/16 .....  
(Chair person at the meeting at which minutes were confirmed)

Council Minutes are 'Unconfirmed' until they have been adopted at the following meeting of Council.

**ORDINARY COUNCIL MEETING MINUTES  
8 NOVEMBER 2016**

**1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS**

7.30 pm – President Leigh Ballard declared the meeting open.

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

**COUNCIL RESOLUTION 1116.168**

**Moved: Cr Ward**

**Seconded: Cr Wiese**

That Council:

Grant Cr Schutz leave of absence for the Ordinary Council Meeting to be held  
8 November 2016

**CARRIED 8/0**

**Elected Members**

Mr L Ballard – Shire President  
Cr T Wiese – Deputy Shire President  
Cr C Ward  
Cr N Walker  
Cr M Fisher  
Cr C Bartron  
Cr B Seale  
Cr G Ballard

**Staff**

Mr A Cook – Chief Executive Officer  
Mr A Awang – Executive Manager Development & Regulatory Services  
Mr T Evans – Executive Manager Technical & Rural Services  
Ms R Hawkins – Acting Executive Manager Corporate & Community Services  
Ms C Thompson – Executive Assistant  
Ms W Russell – Executive Support Officer

**On Leave of Absence**

Cr P Schutz

**Visitors**

Mr Niel Mitchell – Project Manager Merger

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

President Ballard declared an interest in Item 10.1.137. The nature of his interest was proximity.

**4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**5. PUBLIC QUESTION TIME**

Nil

**6. APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

<b>COUNCIL RESOLUTION 1116.169 AND OFFICER'S RECOMMENDATION</b>
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**Moved: Cr Fisher**

**Seconded: Cr Seale**

That Council:

Accept the minutes of the Ordinary Council Meeting held on 25 October 2016 and be confirmed as an accurate record of proceedings.

**CARRIED 8/0**

**8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION**

President Ballard explained to Council that Cr Bartron is on his work break and therefore not dressed in usual business attire.

**DISCLAIMER READING**

*The person presiding will read the disclaimer to those present.*

The recommendations contained in this Agenda are Officer's Recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the Minutes of the Council Meeting at which these recommendations were considered. Resolutions are not considered final until the minutes of the meeting are confirmed.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

**9. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil

**10. MATTERS WHICH REQUIRE DECISIONS**

<b>10.1</b>	<b>DEVELOPMENT AND TECHNICAL SERVICES.....</b>	<b>5</b>
10.1.137	FREEHOLDING OF RESERVES .....	5
10.1.138	PROPOSED SKATE PARK EXTENSION – LOT 1717 (RESERVE 21637) CORNER OF KIPLING AND GORDON STREETS.....	14
<b>10.2</b>	<b>CORPORATE AND COMMUNITY SERVICES.....</b>	<b>25</b>
10.2.139	FIRE CONTROL OFFICERS – DUAL APPOINTMENTS.....	25
10.2.140	BROOKFIELD RAIL INTERFACE AGREEMENT .....	30

7.38 pm – President Ballard declared an interest in the following item and left the meeting.

7.38 pm – Deputy President Wiese took the Chair.

## 10.1 DEVELOPMENT AND TECHNICAL SERVICES

### 10.1.137 FREEHOLDING OF RESERVES

<b>File Reference:</b>	21.4.2
<b>Disclosure of Interest:</b>	Nil
<b>Applicant:</b>	Not Applicable
<b>Previous Item Nos:</b>	Nil
<b>Date:</b>	30 October 2016
<b>Author:</b>	Niel Mitchell, Merger Project Manager

#### Attachments

- Attach 1 – extract from *Government Gazette* of 6 September 2016
- Attach 2 – copy of Certificate of Title (as held, not updated)
- Attach 3 – map of Lot 264 (Landgate)

#### Summary

Consideration of proposed method and costs for transfer of several reserves to freehold.

#### Background

As part of the merger process, the State Government approved the transfer of three parcels of land vested in or title held as conditional trust by the former Shire and former Town of Narrogin to the merged Shire of Narrogin. Completion of the transfer was conditional upon the merger taking place.

The three Reserves originally requested and approved were –

1. Lot 36, corner of Federal and Egerton Streets, offices of the former Shire of Narrogin, together with two smaller sections leased by the Shire
2. Lot 206, corner Havelock and Homer Streets
3. Lots 46 and part Lot 264 Earl Street, being the Administration Centre for the former Town of Narrogin, and now for the merged Shire

In August 2015, the Merger Transition Group also requested the Minister for Lands give consideration to two additional reserves being transferred freehold to the merged Shire –

1. Reserve 10317, Fairway Street
2. The main area of this reserve was used by the Town of Narrogin as the Works Depot, and includes a long sliver of land adjacent to the railway reserve from midway between Park and Fortune Streets to Egerton Street, which is used for town centre parking.

3. Reserve 28598, corner Federal and Fairway Streets
4. This reserve is currently leased to the Narrogin Restoration Group.

Advice was received that these two additional Reserves will not be transferred, but would be available at market value. Prices for both were sought, and recently advised to the Briefing Session of 25 October 2016. As the Reserves have existing infrastructure and use, there is limited advantage in pursuing freehold title to them, and accordingly, Landgate has been advised that purchase of them will not be pursued.

### **Comment**

On 6 September 2016, the *Land Administration Regulations Amendment Regulations 2016* were published in the *Government Gazette*. Part 2 provided the Minister for Lands with the authority to make determinations in relation to "Narrogin land" as defined, being Lots 36, 206, 46 and portion of Lot 264.

Of the three original Reserves sought and approved, the Department of Lands has advised that Lots 36 and 206 are simple transactions and can proceed without difficulty.

Lot 46 is also a relatively simple issue, but is entangled with Lot 264, being currently on the same title.

Lot 264 was originally one large parcel of land extending from the northern boundary of the library block on Fortune Street, south to Earl Street in a line with the back boundary of the State Government Offices. Over time, the south east portion of Lot 264 was separated for the State Government Offices, the library block (Lot 46) was created, and the extension of Park Street between William Kennedy Way and Earl Street was constructed, creating a northern and southern severance of Part Lot 264.

On 18 October 2016, Department of Lands (DoL) advised –

*In these final stages, DoL has encountered a challenge with reference to Lot 264 on Deposited Plan 110059 being part Certificate of Title Volume 1908 Folio 583.*

*Lot 264 is a partially cancelled title and the Minister and Treasurer has agreed to cancel conditions over the developed northern severance only.*

*In effect, if DoL was to deal on the current title it would be cancelling/transferring 'part' of a 'part lot'.*

*After lengthy discussions with Landgate regarding registration requirements, they are adamant that the proposal will trigger a subdivision of Freehold land and therefore a new plan would be required with endorsement of approval or exemption by the Western Australian Planning Commission (WAPC).*

*As this will lengthen the process and likely impose additional costs payable by the proponent (Shire), please see the following alternative for your consideration.*

- *The Shire to transfer (Surrender) the conditional freehold land (whole of Certificate of Title Volume 1908 Folio 583 only) to the State of Western Australia (revestment) as no cost.*

- This will remove the land from the operation of the Transfer of Land Act 1893 (TLA).
- DoL will then submit a ministerial submissions using the newly amended regulations which 'prescribe a circumstance' to transfer lots 36 and 206 **AND** seek the Ministers approval to transfer land back to the Shire (Lot 46 and norther severance of Lot 264) at \$1.00 **AND** execute a new s.75 order to be registered over the southern portion of Lot 264 for the purpose of 'Civic Centre Site' (current purpose).

**Note** – by removing the land from the operation of the TLA, there will be no requirement for WAPC endorsement of approval, however subject to Landgate's new Verification of Identification Process (VOI), the Shire will be required to prepare the transfer documentation itself.

If the Shire is agreeable a new deposited plan will be drawn, however DoL will cover these associated costs.

When transferring land to the State of WA, DoL requires:

- a) A letter from the Water Corporation confirming there are no outstanding rates, fees or charges over the property;
- b) A statutory declaration providing information regarding the lands past use (i.e. has the land been used in the past for a potentially contaminating activity, industry or land use); and
- c) A statutory declaration advising that no portion of the land has been transferred, granted, created or reserved in a registerable form in favour of any other person other than the registered primary interest holders (**Note** – the contents of the two statutory declarations can be combined).

**Note** – the abovementioned requirements can be waived following formal (written) advice from the Shire stating it wishes to pursue this option **AND** with the prior delivery of a council resolution stating it will accept the southern portion of Lot 264 on Certificate of Title Volume 1908 Folio 583 to be re-vested in itself (subject to condition (s.75)) 'as is'.

The Department of Lands has advised that Landgate will not waive the fees or documentation costs applicable.

They have also confirmed that a change of purpose for the amended reserve that will comprise the southern severance of Lot 264 from "Civic Centre site" could be considered and incorporated into the current processes, but will require Ministerial approval –

*If the Shire wishes to propose a new purpose for the southern severance of Lot 264 and it makes a formal request in the near future, DoL can include this information into its approach the Minister.*

*If the Shire could please provide DoL with some sound reasoning regarding the proposed change of purposes to include into its briefing note, thus allowing the Minister to make a judgment.*

*If favourable, DoL can then progress the change of purpose in the same dealing as the cancellation of conditions and lodge documents at Landgate simultaneously.*

No additional time for a change of purpose is likely to be required, as the proposal would be part of the same briefing note to the Minister for Lands as other matters. Accordingly, in order to broaden the purpose of the reserve, Council may wish to consider amending the vesting to "Community Purposes".

#### **Consultation**

- Aaron Cook, Chief Executive Officer
- Shane Edwards, Department of Lands

#### **Statutory Environment**

*Transfer of Land Act*

#### **Policy Implications**

None

#### **Financial Implications**

Estimated \$1,000 for Department of Lands documentation and Landgate transfer and documentation costs.

#### **Strategic Implications**

- Completion of merger commitment by State Government.
- Freehold title to the various lots.

#### **Voting Requirements**

Absolute Majority

<b>COUNCIL RESOLUTION 1116.170 AND OFFICER'S RECOMMENDATION</b>
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**Moved: Cr Seale**

**Seconded: Cr Walker**

That Council:

1. Note the progress of transfer of Lots 36 and 206 to the Shire of Narrogin in freehold.
2. Advise the Department of Lands that the Shire agrees to the process for Lot 264 on Certificate of Title Volume 1908 Folio 583, to:
  - a) Surrender the whole of Certificate of Title Volume 1908 Folio 583 to the State of Western Australia at no cost.
  - b) Confirm that Lot 46 is to be created as a "standalone" lot with freehold title.
  - c) Confirm that the northern severance of Lot 264 is to be created as a "standalone" lot with freehold title.



- d) Confirm that the southern severance of Lot 264 is to be re-vested as a reserve in the care and management of the Shire of Narrogin, "as is".
- 3. Request that the southern severance of Lot 264 be re-vested in the care and management of the Shire of Narrogin as a reserve for "Community Purposes".
- 4. Authorise the CEO to complete all necessary documentation for:
  - a) the transfer of Lots 36, 206, 46 and the northern severance of 264 to freehold title to the Shire of Narrogin; and
  - b) vesting of the southern severance of Lot 264 in the Shire of Narrogin.
- 5. Authorise the Shire President and CEO to affix the Common Seal to documents as required, to finalise the transfer of the lots to freehold title and vesting.

**CARRIED 7/0**  
**By Absolute Majority**

<b>Commonly-used abbreviations:</b>	
<b>CEO</b>	<b>Chief Executive Officer</b>
<b>DoL</b>	<b>Department of Lands</b>
<b>TLA</b>	<b>Transfer of Land Act</b>

section 75(7) of the Act is made by the Western Australian Land Authority in respect of Jolimont land.

N. HAGLEY, Clerk of the Executive Council.

LA302

Land Administration Act 1997

## **Land Administration Regulations Amendment Regulations 2016**

Made by the Governor in Executive Council.

### **Part 1 — Preliminary**

**1. Citation**

These regulations are the *Land Administration Regulations Amendment Regulations 2016*.

**2. Commencement**

These regulations come into operation as follows —

- (a) Part 1 — on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations — on the day after that day.

### **Part 2 — *Land Administration Regulations 1998* amended**

**3. Regulations amended**

This Part amends the *Land Administration Regulations 1998*.

**4. Regulation 17E replaced**

Delete regulation 17E and insert:

**17E. Circumstances prescribed (Act s. 75(7a))**

- (1) In this regulation —

*Narrogin land* means any of the following —

- (a) Lot 36 on Deposited Plan 222890, being the whole of the land in Certificate of Title Volume 411 Folio 169;

- (b) Lot 206 on Deposited Plan 222890, being the whole of the land in Certificate of Title Volume 444 Folio 127;
  - (c) Lot 46 on Deposited Plan 222890 and portion of Lot 264 on Deposited Plan 110059, being the whole of the land in Certificate of Title Volume 1908 Folio 583.
- (2) The Minister may exercise the power described in section 75(7a) of the Act if the application under section 75(7) of the Act is made by the Shire of Narrogin in respect of Narrogin land.

### **Part 3 — *Land Administration (Land Management) Regulations 2006* amended**

#### **5. Regulations amended**

This Part amends the *Land Administration (Land Management) Regulations 2006*.

#### **6. Schedule 1 replaced**

Delete Schedule 1 and insert:

#### **Schedule 1 — Managed reserves to which these regulations apply**

[r. 2]

<b>Item</b>	<b>Reserve number</b>	<b>Reserve location</b>
1.	30360	Quaranup, Albany
2.	27853	Point Peron, Rockingham
3.	40184	Woodman Point, Munster
4.	23563	Ern Halliday Centre, Hillarys
5.	1667	Birdwood Parade, Dalkeith

N. HAGLEY, Clerk of the Executive Council.

Sundry Document E679999 WESTERN  
Volume 1620 Folio 926



AUSTRALIA

REGISTER BOOK  
VOL. 1908 FOL. 583

CROWN GRANT CONTAINS  
A TRUST

# CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

Dated 27th June, 1991

*S. J. Mulesky*  
REGISTRAR OF TITLES



### ESTATE AND LAND REFERRED TO

Estate in fee simple in Narrogin Lot 46 and portion of Narrogin Lot 264, delineated on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 12.19 metres.  
To be used and held solely **in Trust for Civic Centre site.**

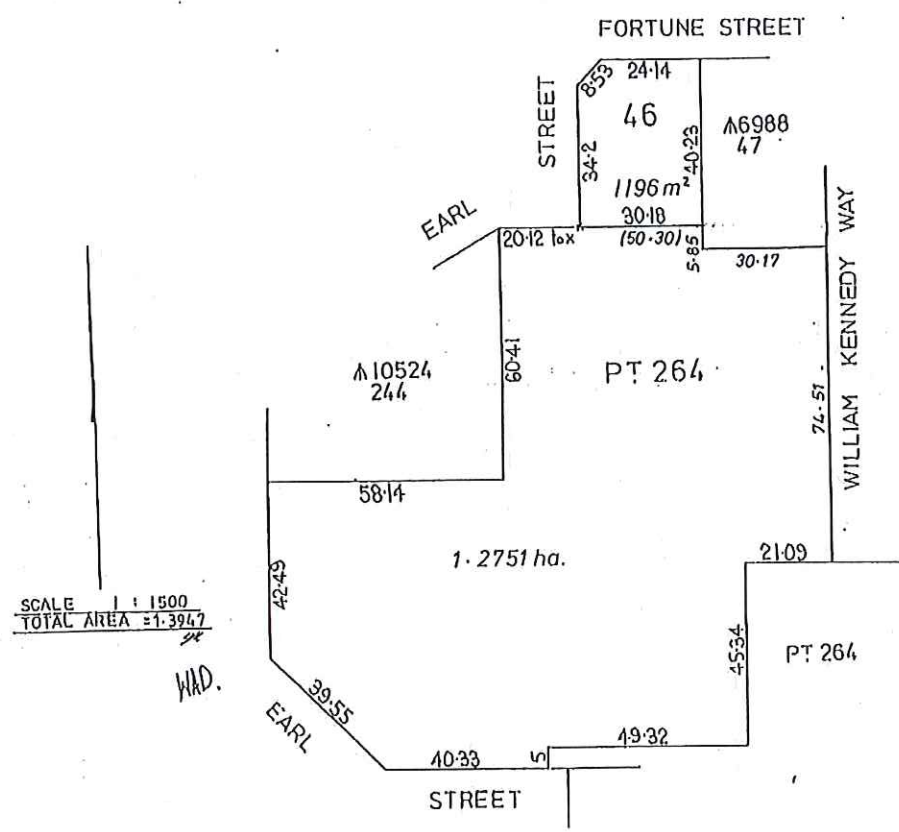
### FIRST SCHEDULE (continued overleaf)

Town of Narrogin, of Earl Street, Narrogin.

### SECOND SCHEDULE (continued overleaf)

NIL

### THIRD SCHEDULE



Page 1 (of 2 pages) 1908 VOL 583 FOL

Earl Street



North

Park Street

Earl Street

7.45 pm – President Ballard returned to the meeting and resumed the Chair.

8.05 pm – Cr Bartron left the meeting due to work commitments.

### **10.1.138 PROPOSED SKATE PARK EXTENSION – LOT 1717 (RESERVE 21637) CORNER OF KIPLING AND GORDON STREETS**

**File Reference:** 15.4.9  
**Disclosure of Interest:** Nil  
**Applicant:** Shire of Narrogin  
**Previous Item Nos:** Item 10.1.065 Council meeting on 17 June 2016  
**Date:** 2 November 2016  
**Author:** Azhar Awang Executive Manager Development and Regulatory Services / Loriann Bell Administrative Support Officer Development and Regulatory Services

#### **Attachments**

- Locality Plan
- Aerial photo of existing site
- Drawings of skatepark design
- Overall concept plan

#### **Summary**

Council is requested to consider the quote received in regards to the proposed skatepark extension at Lot 1717 (Reserve 21637) corner of Kipling and Gordon Streets and in addition consider a variation to the scope of works.

#### **Background**

In June 2015 Council endorsed a finalised plan and tender documentation, from Victorian Landscape Architects Enlocus for the proposed Narrogin Skatepark extension.

On 17 June 2016 the proposal was presented to Council for its consideration. Council at the meeting resolved as follows:

*That Council:*

1. *Endorse the final design for the Skatepark Extension at Gnarogin Park as per the attached plan prepared by Enclous.*
2. *Proceed with public tendering in accordance with the requirements of Council's Purchasing Policy and the Local Government Act 1995.*
3. *Upon the completion of the advertising period and assessment of the tendering process, the matter is presented to Council for the appointment of the successful tenderer for their consideration.*

A Request for Quote (RFQ) was issued through WALGA Preferred Supplier on 16 September 2016. Closing date for submission was 10 October 2016. As a result the RFQ documentation was sent to Convic, Playscape Creations and Proludic. At the close of the RFQ, only one submission was received from Convic.

### **Comment**

Convic has been in the industry for over 16 years and have a proven track record in the design and construction of similar skate parks throughout the Country. Similar skate parks in Western Australia that have been designed and constructed included the City of Fremantle, the Town of Port Hedland, Shire of Collie and the City of Greater Geraldton.

The total cost of the construction excluding GST came to \$426,276. Council's allocation for the project in the budget is \$408,460. This resulted in a shortfall of \$17,816.34. In order to complete the job, it was proposed to remove some of the items from the scope of works consisting of the following elements to be undertaken by the Shire as a separate item of works. These items include:

- Seating (1250 x 600 x 450 – 3 seats) - \$12,000;
- Bin (including enclosure) – \$3,333; and
- Shade Shelter - \$20,000.

As a result of this variation to the scope of works, the total cost of the work will be \$390,943 (excluding GST).

It is noted that the original design included two proposed future features which were not included in the RFQ:

- an enclosed bowl for intermediate skilled users, estimated cost of \$50,000; and
- a beginner street run with connecting path to the existing shade shelter, estimated cost of \$35,000.

Correspondence has been sent to Convic requesting a variation to the contract to include the proposed future feature - beginners street run and connecting path to the shade shelter.

The reasons for including this variation are;

- to provide very young inexperienced users with somewhere to practice, with accessible parking and shaded seating close by for parents;
- to align the beginners, intermediate and advanced rider and skater areas, side by side to allow progression with confidence; and
- to provide a buffer zone between the shade shelter and the skate area to reduce the amount of stones and debris being brought onto the skate surface.

In order to fund this additional feature, it is proposed that Council access the fund from the Country Local Government Fund (CLGF) of \$50,000 which had been previously allocated for the Treated Water Irrigation System (TWIS) which had to be expended by May 2017. As this is unlikely to occur, it is proposed to allocate this fund to the skate park to complete the additional works that are not part of the quote. The works include reticulation to the area, connection to power and the beginners skate park area which did not form part of the quote.

## **Consultation**

- Aaron Cook, Chief Executive Officer
- Rhona Hawkins, Acting Executive Manager Corporate and Community Services
- Torre Evans, Executive Manager Technical and Rural Services
- Convic (Consultant)

## **Statutory Environment**

*Local Government (Functions and General) Regulations 1996, Regulation 11(2)*

*11 When tenders have to be publicly invited*

*(2) Tenders do not have to be publicly invited according to the requirements of this Division if*

- (a) the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
- (b) the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program.*

## **Policy Implications**

Purchasing Policy – C14 Local Price Preference Policy

## **Financial Implications**

Council has allocated a total of \$408,460 in the 2016/2017 budget for the skate park construction. The funds are comprised of Lotterywest grants (\$274,460), Council's Reserve unspent grants from CLGF (\$57,391) and Council's fund (\$76,609).

It is proposed to apply for a variation to access the available funds from the CLGF of an additional \$50,000 which had been previously allocated for the Treated Water Integrated System (TWISS) that is unable to be expended by May 2017, increasing the allocation from the CLGF to \$107,391 in total

## **Strategic Implications**

The Shire's Strategic Community Plan 2012-2022.

- 2.5 Further develop and encourage and support youth activities and initiatives within Narrogin.
- 3.3 Consolidate and identify purposes for all of Council Reserves and properties for ongoing and future use.

## **Voting Requirements**

Absolute Majority.



**COUNCIL RESOLUTION 1116.171 AND OFFICER'S RECOMMENDATION**

**Moved: Cr Seale**

**Seconded: Cr Ward**

That Council:

Award the contract to Convic for the construction of the Narrogin Skate Park Extension at Lot 1717 (Reserve 21637) corner of Kipling and Gordon Streets, Narrogin subject to the following conditions:

1. Endorse the scope of works variation by removing the following items listed in Item J of the Price Schedules:
  - Seat – 1250 x 600 x 450 M/S frame with expanded mesh, zinc plated and powder coated (x3 - \$12,000);
  - Bin (\$3,333); and
  - Shelter (\$20,000).
2. Endorse the variation of works to include the beginner street run with connecting path to the existing shelter dependant on acceptance of the variation to increase the CLGF by \$50,000.
3. Endorse the budget variation to include the CLGF of \$50,000 from account 4100350 and transfer to account 4110365.
4. Authorise the Chief Executive Officer and Shire President to sign and affix the Common Seal to contractual documents.
5. Endorse the saving from the original budget to be allocated to provide reticulation, seating, water connections and other minor items.

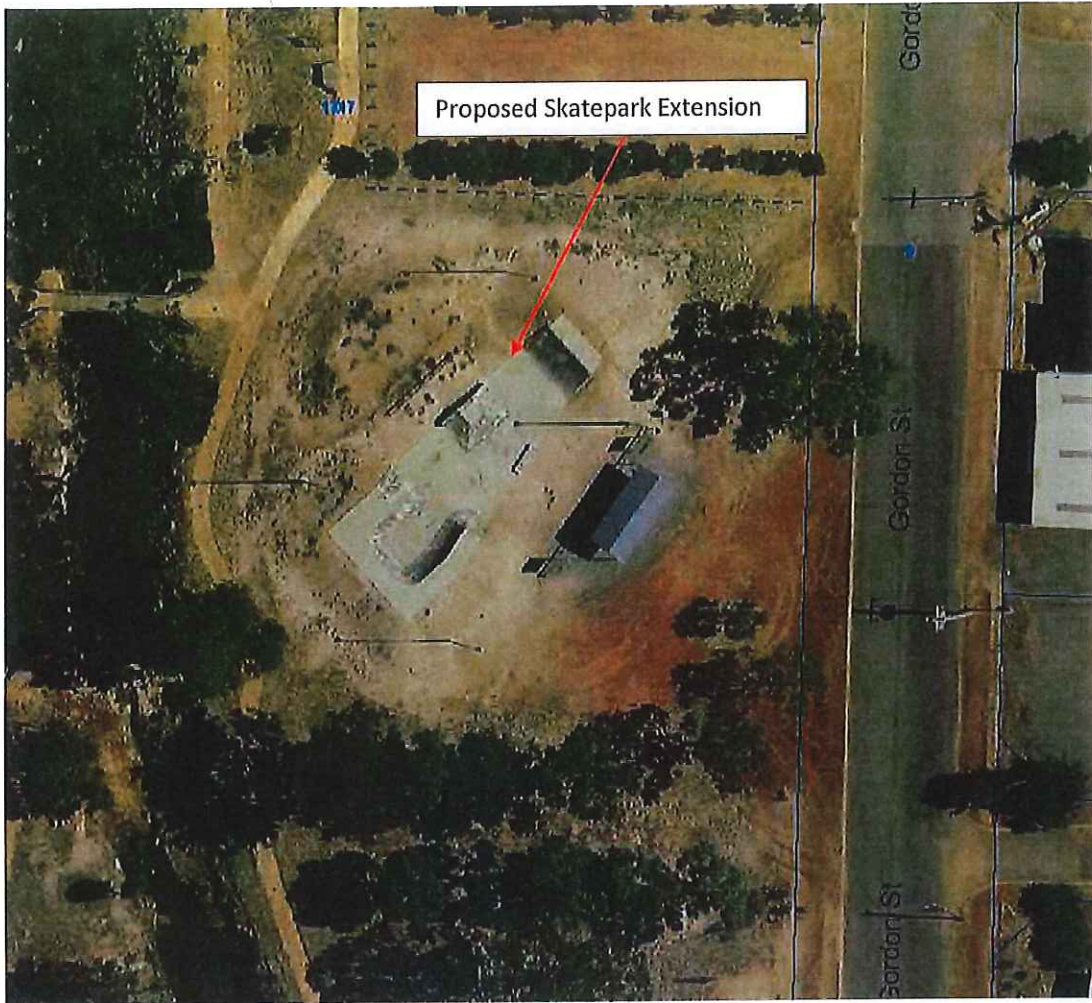
**CARRIED 7/0  
By Absolute Majority**

**Commonly-used abbreviations:**

**CLGF**            Country Local Government Fund



Attachment 1 – Locality Plan

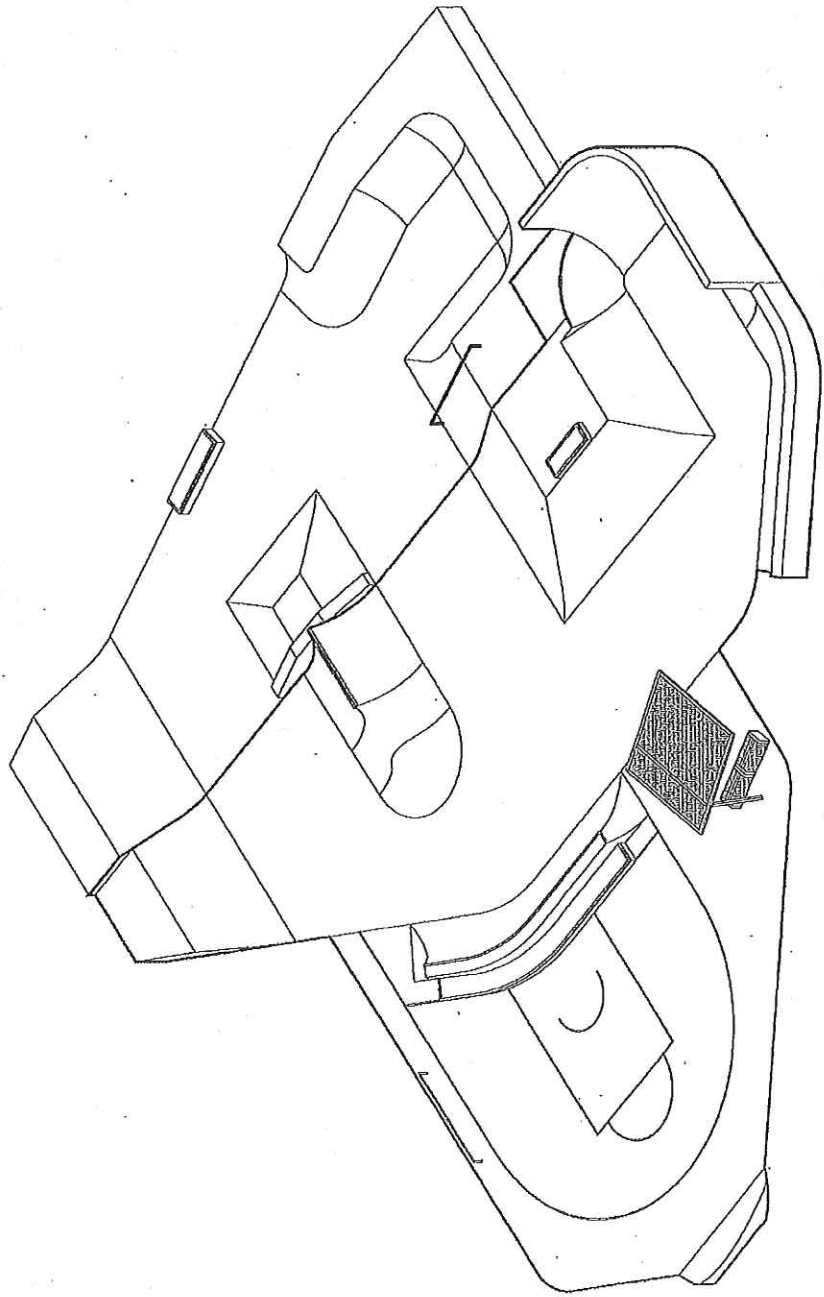


Attachment 2 – Aerial Photo of Existing Site

# NARROGIN SKATEPARK EXTENSION TENDER DRAWINGS //

// GNARROGIN PARK, Gordon St, Narrogin, WA, 6312

ALL ILLUSTRATIONS ARE FOR CLARITY ONLY. REFER TO THE 2D DETAILS AND SPECIFICATION FOR CONSTRUCTION. DO NOT REPRODUCE OR ILLUSTRATION OR INTERPRET IN ANYWAY FOR CONSTRUCTION, WHERE DISCREPANCIES EXIST BETWEEN THE ILLUSTRATION AND PARTICULARS CONTRACTOR TO REFER TO SPECIFICATION.



**DISCLAIMER**  
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE REGULATIONS AND STANDARDS.

**TENDER ISSUE**  
NOT FOR CONSTRUCTION

Revis / Legend

**DRAWING LIST**

Title Page / Drawing Title	418 CD000
Revised	418 CD001
<b>CONSTRUCTION PLANS</b>	
Site Plan	418 CD002
Excavation Details Plan	418 CD003
Foundation Plan	418 CD004
General Plan	418 CD005
Structural Details Plan	418 CD006
Foundation Details	418 CD007
Structural Details	418 CD008
Foundation Details	418 CD009
Structural Details	418 CD010
Foundation Details	418 CD011
Structural Details	418 CD012

SECTION	418 CD000
Section 01	418 CD001
Section 02	418 CD002

DETAILS	418 CD000
Excavation Details 01	418 CD001
Excavation Details 02	418 CD002
Excavation Details 03	418 CD003
Excavation Details 04	418 CD004
Excavation Details 05	418 CD005

LANDSCAPE DETAILS	418 CD000
Landscaping Details 01	418 CD001
Landscaping Details 02	418 CD002

SECTION	418 CD000
Section 01	418 CD001
Section 02	418 CD002

**Client / Council Name**  
TOWN OF NARROGIN  
80 Sturt St,  
Narrogin WA 6312

**Project Name**  
NARROGIN SKATEPARK EXTENSION  
80 Sturt St, Narrogin, Western Australia, 6312

**Architect**  
Landscape Architect / Project Developer  
**antilogus**  
10000  
10000  
10000  
10000

**Scale**  
DRAWING SCALE: 1:100  
AS SHOWN  
1:100

**Project / Drawing Name**  
1418\_CD000 Page | 62

**Notes:**  
 DEMOLITION OF THIS STRUCTURE SHALL BE IN ACCORDANCE WITH THE DEMOLITION ACT 1993 AND THE DEMOLITION REGULATIONS 1994. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993.

**TENDER ISSUE**  
 NOT FOR CONSTRUCTION

**DEMOLITION NOTES:**  
 DEMOLITION OF THIS STRUCTURE SHALL BE IN ACCORDANCE WITH THE DEMOLITION ACT 1993 AND THE DEMOLITION REGULATIONS 1994. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993.

**DEMOLITION LEGEND:**  
 DEMOLITION OF THIS STRUCTURE SHALL BE IN ACCORDANCE WITH THE DEMOLITION ACT 1993 AND THE DEMOLITION REGULATIONS 1994. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION WASTE IN ACCORDANCE WITH THE WASTE MANAGEMENT ACT 1992 AND THE WASTE MANAGEMENT REGULATIONS 1993.

1. General Notes	27.05.16
2. Demolition Notes	27.05.16
3. Demolition Legend	27.05.16
4. Demolition Schedule	27.05.16
5. Demolition Schedule	27.05.16
6. Demolition Schedule	27.05.16
7. Demolition Schedule	27.05.16
8. Demolition Schedule	27.05.16
9. Demolition Schedule	27.05.16
10. Demolition Schedule	27.05.16

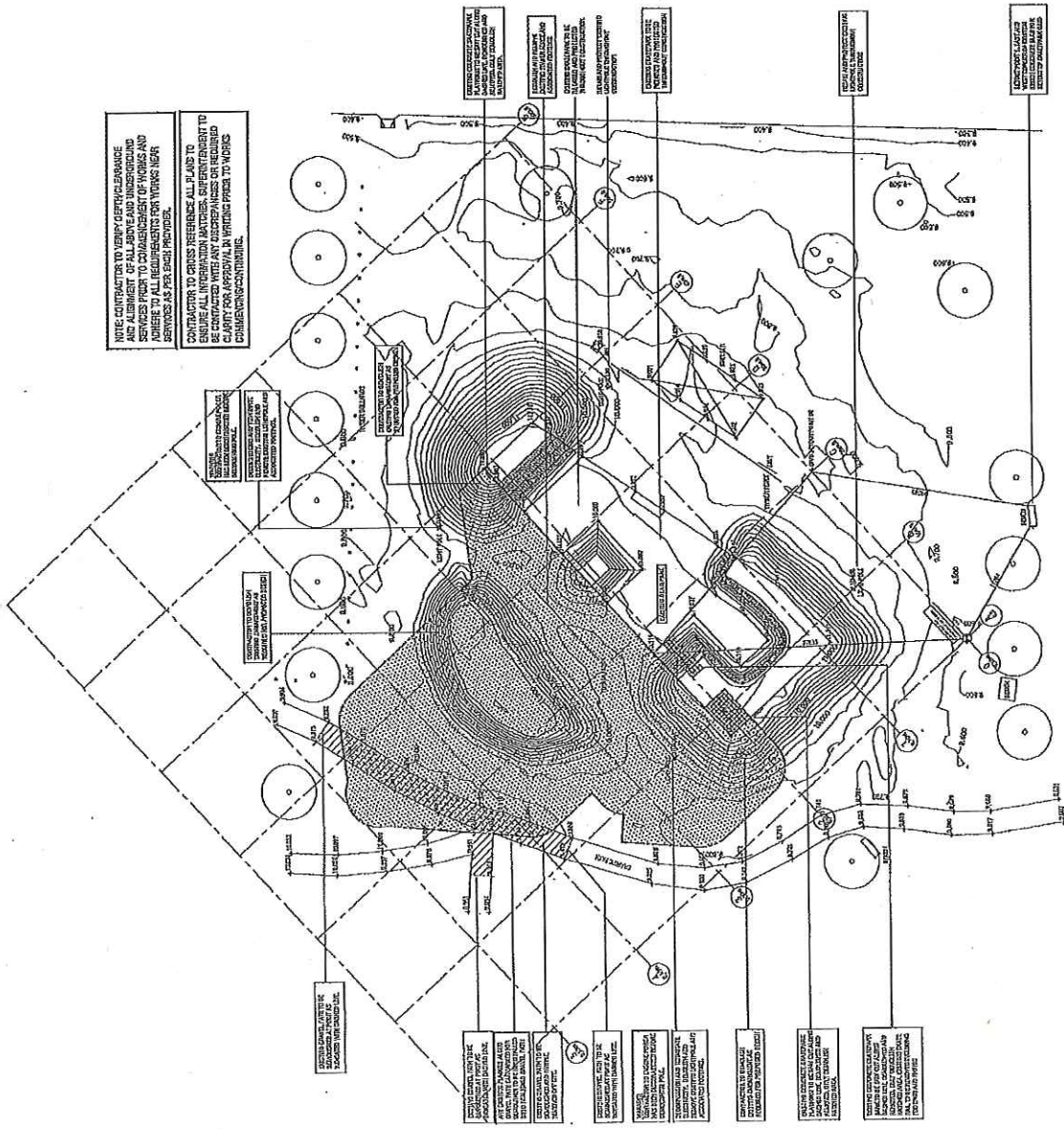
**Client/Project Name:**  
 TOWN OF NARROGIN  
 80 Bell Street,  
 Narrogin WA 6342

**Project Name:**  
 NARROGIN SKATEPARK EXTENSION  
 Skatpark Park,  
 Gordon St., Narrogin, Western Australia, 6342  
 Landscape Architect / Project Consultant

**enloxeus**  
 100/102 North Street,  
 Narrogin, Western Australia, 6342  
 Tel: 08 9431 1111  
 Fax: 08 9431 1112  
 Email: info@enloxeus.com.au  
 Website: www.enloxeus.com.au

**Demolition Plan**  
 Date: 12/05/16  
 Scale: AS  
 Drawn: AS  
 Checked: AS  
 Title Block: AS  
 Revision: AS  
 Final Review / Approval: AS  
 13.10.16  
 14.10  
 AM

**1418\_CD003 Page | 54**  
**C**



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**TENDER ISSUE**  
 NOT FOR CONSTRUCTION

Notes / Legend

**SURFACE FINISHES NOTES:**  
 1. ALL SURFACE FINISHES TO BE TO THE FINISH UNLESS OTHERWISE SPECIFIED.  
 2. ALL SURFACE FINISHES TO BE TO THE FINISH UNLESS OTHERWISE SPECIFIED.  
 3. ALL SURFACE FINISHES TO BE TO THE FINISH UNLESS OTHERWISE SPECIFIED.

**SURFACE FINISHES LEGEND:**

- 1. Concrete
- 2. Asphalt
- 3. Gravel
- 4. Grass
- 5. Sand
- 6. Brick
- 7. Stone
- 8. Timber

1. Title Block	27/05/16
2. Revision	15/05/16
3. Date of Issue	15/05/16

Client / Consultant:  
**TOWN OF NARRGIN**  
 89 East Street  
 Narragin WA 6302

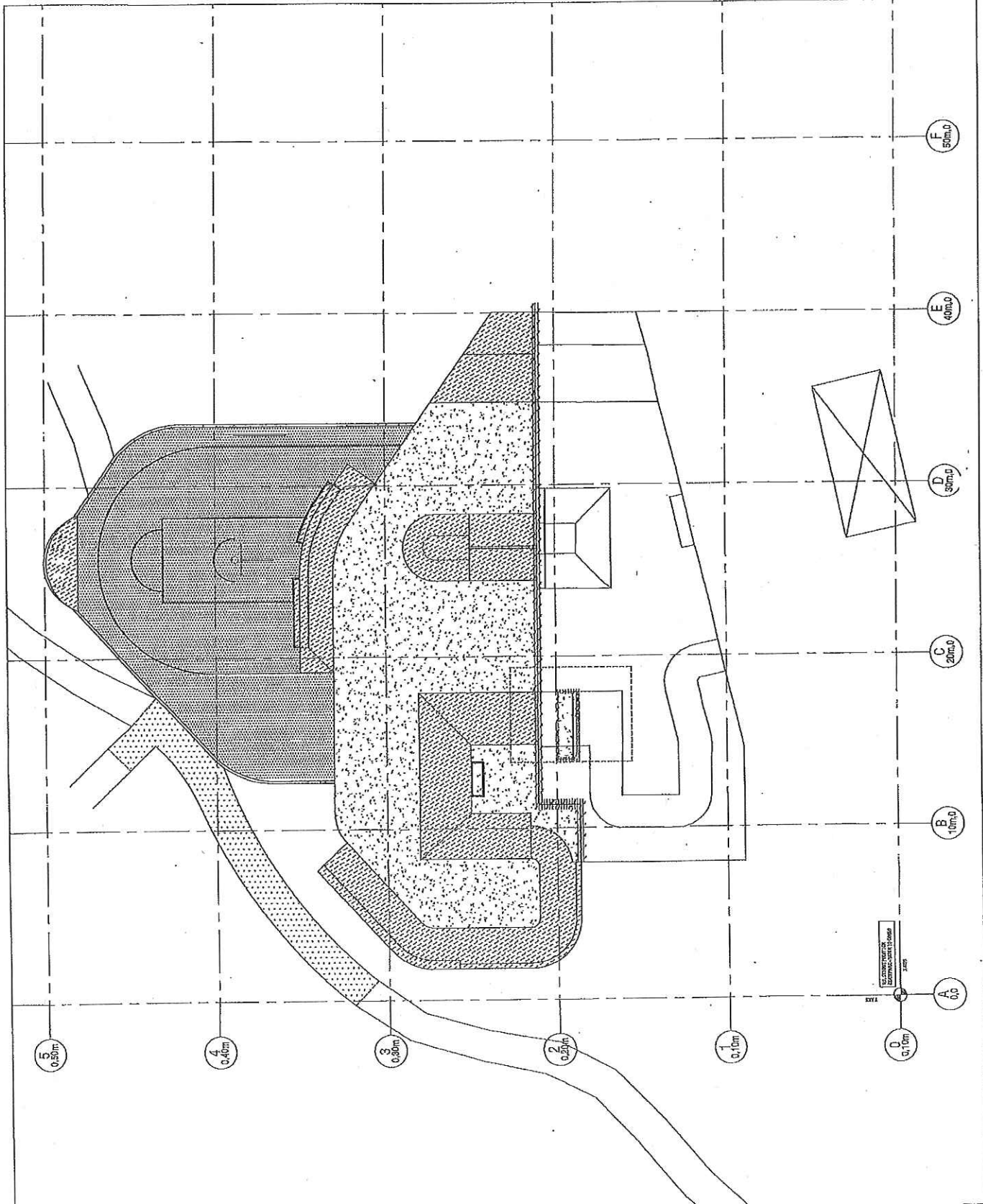
Project Name:  
**MARRGIN SKATEPARK EXTENSION**  
 BRACKLEY PARK  
 Gordon St, Narragin, Western Australia, 6312



Structural Engineer: Lighton and Blackless  
 Electrical Engineer: Doherty Consultants  
 Mechanical Engineer: Doherty Consultants  
 Civil Engineer: Doherty Consultants  
 Surveyor: Doherty Consultants

**Surface Finishes Plan**  
 Scale: 1:100  
 Date of Issue: 15/05/16  
 Project Name: MARRGIN SKATEPARK EXTENSION  
 Client: TOWN OF NARRGIN

Project / Drawing Number: 1418\_CD006 Page | 55  
 Revision: C



**NOTES:**

1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ENGINEER.
6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.
7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.

**ENGINEERING NOTES:**

1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ENGINEER.
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9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND REGULATIONS.

**KEY / Legend:**

1	Asphalt
2	Concrete
3	Gravel
4	Earth
5	Water
6	Reinforcement
7	Insulation
8	Paint
9	Cladding
10	Roofing
11	Glazing
12	Structural Steel
13	Timber
14	Plaster
15	Brickwork
16	Masonry
17	Rendering
18	Rendering
19	Rendering
20	Rendering

1	Asphalt	1:20
2	Concrete	1:20
3	Gravel	1:20
4	Earth	1:20
5	Water	1:20
6	Reinforcement	1:20
7	Insulation	1:20
8	Paint	1:20
9	Cladding	1:20
10	Roofing	1:20
11	Glazing	1:20
12	Structural Steel	1:20
13	Timber	1:20
14	Plaster	1:20
15	Brickwork	1:20
16	Masonry	1:20
17	Rendering	1:20
18	Rendering	1:20
19	Rendering	1:20
20	Rendering	1:20

**TOWN OF NARROGIN**  
 80 St. John Street  
 Narrogin WA 6342

**MAROSIN SKATEPARK EXTENSION**  
 80 St. John Street  
 Narrogin WA 6342

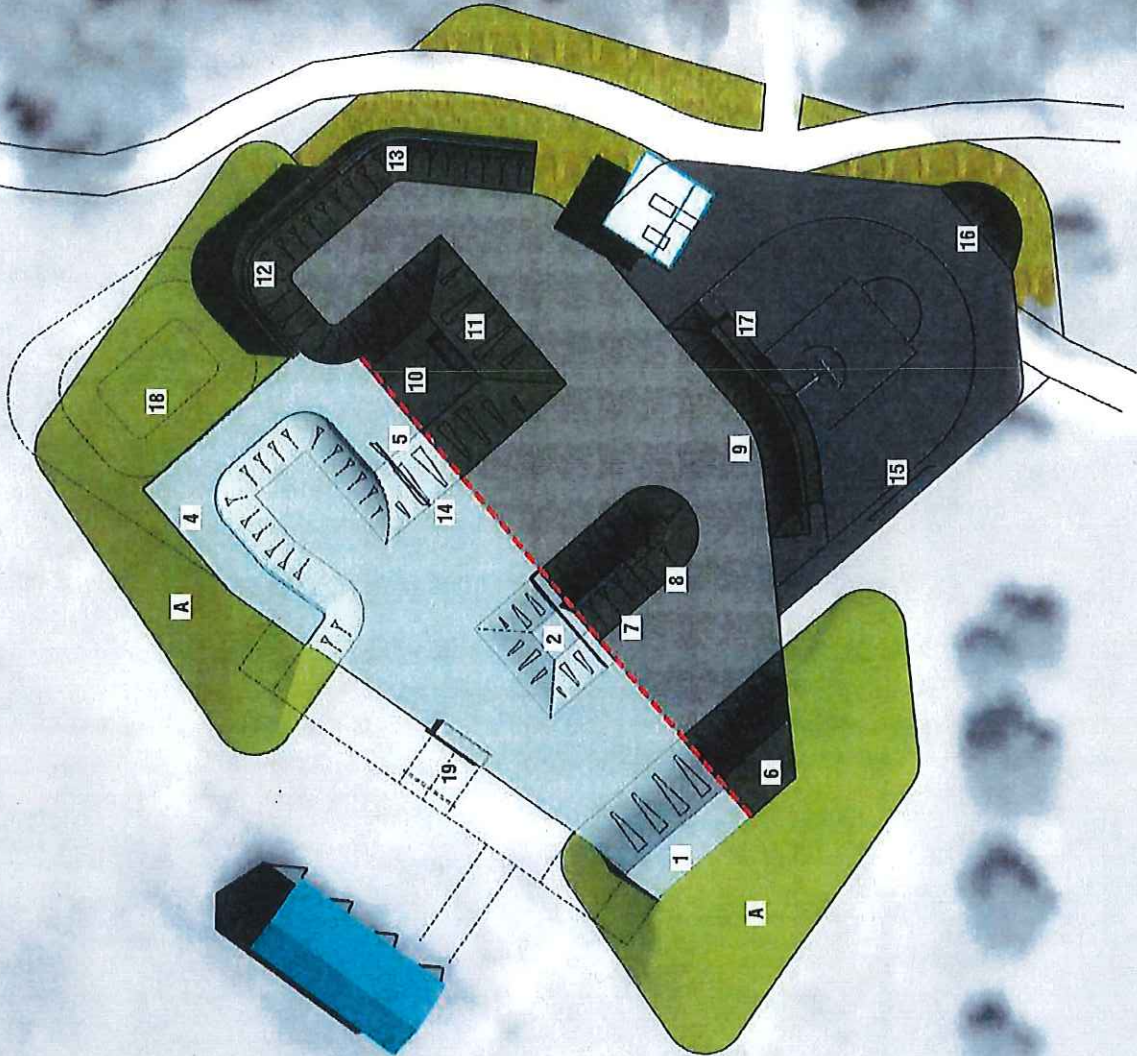


**enlo**  
 Engineering & Construction  
 80 St. John Street  
 Narrogin WA 6342

**Engineering Details D2**  
 Scale: 1:20  
 Date: 15/11/15  
 Project: Marosin Skatepark Extension  
 Drawing No: EN151001-D2

Sheet 1 of 1  
 1418\_CD201 Page | 58 | 6





### REVISED SKATE PLAN

#### EXISTING SKATEPARK RECTIFICATION

A. RE-ESTABLISH BATTERS // INSTALL FILL, RE-SEED IDENTIFIED LOCATIONS OF EROSION AROUND PLATFORMS

#### EXISTING SKATEPARK ELEMENTS

- 1. FLAT BANK // 1800 (HIGH) 35 DEGREE
- 2. PYRAMID // 600 (HIGH) 25 DEGREE FLAT BANK WITH 600-1200 (HIGH) LEDGE
- 3. MANUAL PAD/LEDGE // 300 (HIGH) 3000 WIDE LEDGE
- 4. OPEN BOWL // 1200 (HIGH) 2100 RADIUS
- 5. FLAT BANK // 1200 (HIGH) 25 DEGREE BANK

#### PROPOSED SKATEPARK ELEMENTS

- 6. FLAT BANK // 1500 (HIGH) 35 DEGREE FLAT BANK EXTENSION **(REVISED)**
- 7. SPINE // 1500 (HIGH) 2400 RADIUS **(NEW)**
- 8. MOGUL // 900 (HIGH) 900-2400 RADIUS **(NEW)**
- 9. TRANSITION POCKET WITH 150 KERB // 900 (HIGH) 1650 RADIUS **(REVISED)**
- 10. FUN BOX // 1200 (HIGH) 25 DEGREE FLAT BANK TO 35 DEGREE FLAT BANK WITH HIPPED CORNERS **(REVISED)**
- 11. LEDGE // 280 (HIGH) 2000 LONG **(NEW)**
- 12. FEATURE WALL RIDE // 2100 (HIGH) 2100 RADIUS WITH 1100 (HIGH) VERT **(REVISED)**
- 13. TRANSITION CORNER // 1200 (HIGH) 2100 RADIUS **(REVISED)**
- 14. NEW DOWN RAIL // 10 DEGREE 400-600 (HIGH) **(NEW)**
- 15. FLAT BAR // 400 (HIGH) 4000 LONG 50NB **(NEW)**
- 16. BENT PENNY // 1200 (HIGH) 40 DEGREE BANK **(NEW)**
- 17. LONG LEDGE // 400 (HIGH) **(NEW)**

#### POTENTIAL FUTURE EXTENSION

- 18. ENCLOSED BOWL // 1200 (HIGH) ENCLOSED BOWL 2100 RADIUS
- 19. BEGINNER STREET RUN AND SHELTER CONNECTION // WITH BANK TO BANK AND A FRAME RAIL



## 10.2 CORPORATE AND COMMUNITY SERVICES

### 10.2.139 FIRE CONTROL OFFICERS – DUAL APPOINTMENTS

<b>File Reference:</b>	9.1.1
<b>Disclosure of Interest:</b>	None
<b>Applicant:</b>	Not Applicable
<b>Previous Item Nos:</b>	N/A
<b>Date:</b>	31 October 2016
<b>Author:</b>	Niel Mitchell, Merger Project Manager

#### Attachments

- None

#### Summary

The *Bush Fires Act* permits the appointment of Fire Control Officers (FCO) be authorised between Councils.

#### Background

Under the *Bush Fires Act*, an FCO has significant authority, and in a fire emergency, they may assume responsibility for the situation, as their authority overrides that of any volunteer on the ground, including the Brigade Captain. A Brigade Captain is elected by the Brigade and is not subject to Council approval (unless specified by the Shire), so their authority as Captain is limited to the Brigade area adopted by Council.

In turn, any FCO including Chief Bush Fire Control Officer (CBFCO), may have their authority superseded by a Department of Fire and Emergency Services Liaison Officer or a Department of Parks and Wildlife Forestry Officer in certain situations.

#### Comment

There is no restriction on the number of FCO's that may be appointed, or requirement to specify and area of operation for each.

Appointments by the former Shire of Narrogin have implied that each FCO is linked to a Bush Fire Brigade (BFB) or if an FCO appointed by an adjoining Shire to the area adjoining the common boundary, but unless specified, their authority extends throughout the whole of the district. It is proposed that this arrangement continue, without specific limitation.

General limitations are proposed to all FCO's, other than CBFCO, Chief Executive Officer (CEO) and Executive Manager Development and Regulatory Services (EMDRS):

- Dual CBFCO Rural and rural based FCO's, to have authority within the rural area only;
- Dual CBFCO Urban to have authority within the urban area only, noting that the FCO role is separate to all other functions as Ranger; and
- Relief Ranger is restricted to issue of burning permits within urban area only.

One of the major tasks of an FCO is the issue of burning permits during the restricted burning periods at the opening and closing of the fire season. The authority for issue of permits has now been set with the adoption of Delegations –

- 5.1 – Issue of burning permits – CEO
- 20.1 – Issue of burning permits – FCO's

FCO's appointed on the nomination of an adjoining Shire do not have the authority to issue burning permits, but are restricted to fire/emergency response.

An FCO is required to act within any restrictions or conditions placed on the role by Council. They cannot issue instructions to staff to carry out works, nor do they have the authority to hire plant or contractors.

Fire Weather Officers and Clover Burning Permit Officers are also separate delegations, and not applicable to dual FCO's.

Appointment of non-staff to a role having statutory authority as an authorised officer must be made by Council. The CEO has been delegated authority to appoint staff members under Delegation 1.1 Appointment of authorised persons.

It is common and advisable that dual FCO's are appointed. As a registered volunteer, they are automatically covered by the provisions of the Act and for insurance if fighting a fire in an adjoining Shire, but the Act also provides that volunteers at an emergency in the adjoining Shire are subject to the authority of any volunteer registered with a Bush Fire Brigade (BFB) in the area of the fire. It is therefore possible for a very experienced FCO from one Shire to be subject to the directions of a very inexperienced volunteer in the emergency area. Appointment of dual FCOs addresses this potential imbalance of expertise. The authority of dual FCOs is generally restricted to emergency operations, and they do not issue permits, but this is a decision for Council.

An FCO's statutory authority is greater than that of a Brigade Captain, but it should be noted that an FCO does not automatically assume the Incident Control function. Control may be transferred to the FCO at the decision of the person on the ground, or required to be transferred by the FCO.

Following the Ordinary Council Meeting of 27 September 2016, adjoining Shires were advised of Shire of Narrogin nominations, and were requested to nominate or confirm prior nominations.

As officers of Council, exercising statutory authority and powers on behalf of Council, there is an obligation on Council to consider the suitability of a person prior to appointment as an FCO. In this regard, Council should note the requirement of the proposed Bush Fire Brigades Local Law that FCO's are to complete an FCO course or refresher at least once every five years, for their appointment to remain valid.

Nomination from the FCO Meeting, or by an adjoining Shire does not mean automatic right to the role. Appointment becomes effective only on resolution of Council.

The following shires have provided the following nominations of FCO's

- West Arthur has nominated Mr Murray Saunders, who is already appointed as an FCO direct by Council. Accordingly, appointment as a dual FCO is not required.
- Wickepin nominated Mr Lachlan White, however, we have previously been advised that he did not wish to continue. When contacted, Mr White advised that he is not available.

### **Consultation**

- Aaron Cook, Chief Executive Officer
- Fire Control Officers Meeting – 17 August 2016
- Shires of Cuballing, Wagin, West Arthur, Wickepin and Williams

### **Statutory Environment**

#### *Bush Fires Act 1954*

- *s.38 – Local government may appoint bush fire control officers –*
  - (2A) local public notice of appointments required*
  - (2E) certificate of appointment to be issued*
  - (5A) & (5B) local government may issue directions to FCOs*
- *s.39(1) – Special powers of bush fire control officers to extinguish or prevent spread of fires, whether private property or not –*
  - (a) exercise any appropriate powers of the FES Commissioner under the Fire Brigades Act 1942*
  - (b) enter any land or building,*
  - (c) pull down, cut, remove fences,*
  - (d) require firebreaks,*
  - (e) use any water other than domestic supply or from a school*
  - (f) take charge of and give directions to a brigade in relation to its operations at a fire*
  - (g) any other thing which in his opinion is incidental to the exercise of any of the foregoing powers*
  - (h) employ a person or use volunteers*
  - (i) enter a building believed to be on fire and take any necessary steps, except within a declared fire district, unless with the consent of an officer in charge of a brigade established under the Fire Brigades Act 1942*
- *s.40 – Local government may join in appointing bush fire control officers*

- s.56 – *Duties of police officers, bush fire control officers etc.*

*It is their duty to –*

*(1)(a) if an offence under the Act is observed, to demand name and address of the person committing the offence*

*(1)(b) an FCO is required to report the offence to the local government*

### **Policy Implications**

Council Delegation –

- 1.1 – Appointment of authorised persons
- 5.1 – Issue of Burning Permits – CEO
- 5.2 – Fire fighting – Emergency plant hire
- 20.1 – Issue of burning permits – Fire Control Officers
- 20.2 – Issue of clover burning permits – Clover Burning Permit Officers
- 20.3 Prohibited and restricted burning periods – Variation

Council Policy –

5.1 – Establishment of Brigades and map of Brigade areas (adopted 13 Sep 2016)

### **Financial Implications**

Cost of local public notice.

### **Strategic Implications**

Community safety and emergency response.

### **Voting Requirements**

Simple Majority.

**COUNCIL RESOLUTION 1116.172 AND OFFICER'S RECOMMENDATION**

**Moved: Cr Fisher**

**Seconded: Cr Wiese**

That Council:

1. Revoke all previous appointments as dual registered Fire Control Officer.
2. Appoint the following persons nominated by the adjoining Shires as Shire of Narrogin Fire Control Officers –

Shire of Cuballing	Mr Rob Harris
Shire of Wagin	Mr Ross Goldsmith
	Mr Chris Piesse
Shire of Wickepin	Mr Rex Bergin
	Mr Phillip Russell
	Mr Trevor Leeson
Shire of Williams	Mr Nicholas Panizza
	Mr Geoff McKeown

**CARRIED 7/0**

**Commonly-used abbreviations:**

<b>BFB</b>	<b>Bush Fire Brigade</b>
<b>CBFCO</b>	<b>Chief Bush Fire Control Officer</b>
<b>CEO</b>	<b>Chief Executive Officer</b>
<b>DCBFCO</b>	<b>Deputy Chief Bush Fire Control Officer – Rural / Urban</b>
<b>DFES</b>	<b>Department of Fire and Emergency Services</b>
<b>EMDRS</b>	<b>Executive Manager Development and Regulatory Services</b>
<b>FCO</b>	<b>Bush Fire Control Officer</b>
<b>FWO</b>	<b>Fire Weather Officer</b>

## 10.2.140 BROOKFIELD RAIL INTERFACE AGREEMENT

**File Reference:** 14.9.11  
**Disclosure of Interest:** Nil  
**Applicant:** Chief Executive Officer  
**Previous Item Nos:** Nil  
**Date:** 1/11/2016  
**Author:** Mr Aaron Cook – Chief Executive Officer

### Summary

It is presented to Council to consider endorsing the attached Interface Agreement between Brookfield Rail, the Commissioner of Main Roads/Main Roads Western Australia and the Shire of Narrogin.

### Background

For several years Brookfield Rail have been attempting to form agreement with all Local Government's that have rail crossings. The agreement details are provided on page 5 of the attachment under the heading of Purpose.

The former Shire of Narrogin accepted the previous agreement, however, the former Town of Narrogin was not required to consider and endorse an agreement.

As the agreement has been modified due to the requests of several local governments and for consistency across the sector, the new Interface Agreement is presented for endorsement.

### Comment

This agreement provides a framework, as listed under the Purpose of the agreement, for both entities to work co-operatively to manage identified risks surrounding Rail Crossings.

This agreement does not commit the Shire to performing works over and above normal duties nor on lands that are not in the control of the local government. It does require officers to notify Brookfield Rail or Main Roads of identified risks or issues that may be present at rail crossings, and the same in return.

### Consultation

- Mr Torre Evans – Executive Manager Technical and Rural Services.
- Mr Gary Rasmussen – Manager.Operations

### Statutory Environment

Nil

### Policy Implications

Nil

### Attachments

- Interface Agreement prepared by Brookfield Rail.

### **Financial Implications**

Nil

### **Strategic Implications**

This agreement does not relate directly to the strategic plan, however, it has a direct correlation to the potential safety of the public and Narrogin community by identifying and notifying risks surrounding rail crossings.

### **Voting Requirements**

Simple Majority

<b>COUNCIL RESOLUTION 1116.173 AND OFFICER'S RECOMMENDATION</b>
---

**Moved: Cr Seale**

**Seconded: Cr Walker**

That Council:

Endorse the Interface Agreement between Brookfield Rail, the Shire of Narrogin and the Commissioner of Main Roads/Main Roads Western Australia, dated 11/10/2016 as attached.

**CARRIED 7/0**

# **Interface Agreement**

*Rail Safety National Law (WA) Act 2015*

---

## **Public Road and Rail Crossing At Grade Interfaces**

### **BETWEEN**

Brookfield Rail Pty Ltd

### **AND**

The Shire of Narrogin

### **AND**

The Commissioner of Main Roads/

Main Roads Western Australia

11/10/2016



## DOCUMENT CONTROL

Version	Date	Amended By	Details of Amendment
<b>1.0</b>	21/01/2013	Not Applicable	Original Issue
<b>2.0</b>	20/01/2014	Brookfield Rail	General revision. Responsibilities clarified. Background information added. Demarcation diagram revised. Reformatted.
<b>2.1</b>	Not Issued	Brookfield Rail	Insertion of definition for Non-Operational Line. Amendment to the clauses 1.4, 5.2 & 13.5. Insertion of additional clause as 9.4 and consequential numbering amendments.
<b>2.2</b>	Not Issued	Brookfield Rail	Amended to incorporate changes to legislation
<b>2.3</b>	11/10/2016	Brookfield Rail	General revision. Further clarifications added to clause 5.

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## INTERFACE AGREEMENT

Between the parties

---

BR	<b>Brookfield Rail Pty Ltd</b> ABN 42 094 721 301 of 2-10 Adams Drive, Welshpool, Western Australia 6106
Shire	<b>Shire of Narrogin</b> ABN 91 682 277 010 of 43 Federal Street, Narrogin, Western Australia 6312
MRWA	<b>Commissioner of Main Roads/Main Roads Western Australia</b> ABN 50 860 676 021 of Waterloo Crescent, East Perth, Western Australia 6004

---

- Background
1. Brookfield Rail Pty Ltd (BR) is the Rail Infrastructure Manager for the freight rail network in the southern part of Western Australia and is accredited for this purpose pursuant to Schedule Part 3 Division 4 of the Act.
  2. The Shire of Narrogin is the local government body having charge of the roads and streets in its district and as such is the Road Manager of the local Public Roads (defined as secondary roads for the purposes of the *Main Roads Act 1930*) within its district.
  3. The Commissioner of Main Roads has charge of main roads and highways (as defined in the *Main Roads Act 1930*) in Western Australia and as such is the Road Manager of main roads and highways. The Commissioner of Main Roads also has certain powers under the *Road Traffic Code 2000* with respect to the erection of traffic control signals and road signs (includes road markings), and additionally has agreements in place with local governments for certain maintenance aspects referred to in this Agreement.
  4. Clause 107 of the Act requires the Road Managers of Public Roads and Rail Infrastructure Managers to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
  5. This Agreement comprises the Interface Agreement between the parties.

---

The parties agree as follows:

## 1. PURPOSE

- 1.1 Public Road Managers and Rail Infrastructure Managers are required under clause 107 of the Act to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
- 1.2 The parties to this Interface Agreement recognise the need for an open and collaborative approach to identify, assess and manage risks to safety associated with road and rail interfaces, and commit to fully co-operate in all aspects of that need.
- 1.3 This Agreement:
- (a) Provides a framework within which the parties commit to co-operatively manage the identified safety risks;
  - (b) Sets out and describes the responsibilities of the respective parties to this Agreement relating to the Interfaces specified in Schedule 1; and
  - (c) Provides the mechanism to jointly manage risks for the safe operation of rail and road movements at the Interfaces specified in Schedule 1.
- 1.4 This Agreement primarily relates to the responsibilities of each party in managing the safety risks at the Interfaces identified in Schedule 1 of this Agreement as amended from time to time. It is not intended to address cost, or cost distribution of compliance. To the extent that any cost is referred to in this Agreement, it is for general guidance only. Existing agreements relating to liability for cost remain unchanged.
- 1.5 This Agreement relates to At Grade Crossing Interfaces only. Where a grade separated Interface exists (i.e. where a Road or Footpath crosses over or passes under any railway by means of a bridge, overpass, tunnel or subway), this will be dealt with by a separate Interface Agreement.
- 1.6 This Agreement relates to Public Roads only. Where an Interface exists with a road other than a Public Road, a separate Interface Agreement may be entered into with the Road Manager of that private road under clause 108 of the Act.

## 2. DEFINITIONS

The meanings of the terms used in this Agreement are set out below:

<b>Term</b>	<b>Meaning</b>
<b>Act</b>	<i>Rail Safety National Law (WA) Act 2015</i> (as amended from time to time).
<b>Agreement</b>	This document including any schedules and annexures.
<b>ALCAM</b>	Australian Level Crossing Assessment Model – a tool used in the risk assessment of a Level Crossing.
<b>At Grade Crossing</b>	Where a Road or Footpath crosses a rail line at the same level.

<b>Carriageway</b>	The trafficable surface of a Road, ordinarily used for vehicular traffic.
<b>Corrective Action Report</b>	A report or similar that details specific actions designed to reinstate or maintain safety at a crossing and which identifies the entity responsible for the actions.
<b>Danger Zone</b>	The area encompassing the rail lines and extending 3 metres horizontally either side from the outer rails, including any distance above or below this area.
<b>Disused (Non-Operational) Line</b>	A railway line with rail infrastructure that remains in place which under current network operations no rail traffic is expected but which may carry machines, vehicles and equipment for minimal railway maintenance and/or inspection.
<b>Dormant (Non-Operational) Line</b>	A railway line with rail infrastructure that remains in place which under current network operations does not carry routine freight or passenger rail traffic but which does regularly carry machines, vehicles and equipment for railway maintenance and/or inspection.
<b>Footpath</b>	An area that is open to the public that is designated for, or has as one of its main uses, use by pedestrians. This includes, but is not limited to, a shared path, dual use path and bicycle path.
<b>Incident</b>	An occurrence at or affecting an Interface, which has the potential to adversely impact or has resulted in an adverse impact to the safety of persons or infrastructure or Road or train operations.
<b>Inspection</b>	An inspection carried out by a party based on their responsibility towards the Interface, as deemed appropriate by the party and in accordance with their processes or procedures.
<b>Interface</b>	The location where a rail line intersects or interacts with a Road or Footpath. For the purposes of this Agreement, this includes Level Crossings, Pedestrian Crossings and Mid-block Crossings.
<b>Interface Agreement</b>	<p>An agreement in writing about managing risks to safety identified and assessed under Schedule Part 3 Division 6 Subdivision 2 of the Act that includes provisions for –</p> <ul style="list-style-type: none"> <li>(a) implementing and maintaining measures to manage those risks; and</li> <li>(b) the evaluation, testing and, where appropriate, revision of those measures; and</li> <li>(c) the respective roles and responsibilities of each party to the agreement in relation to those measures; and</li> <li>(d) procedures by which each party to the agreement will monitor compliance with the obligations under the agreement; and</li> </ul>

- (e) a process for keeping the agreement under review and its revision.

**Level Crossing**

An area where a Road and a railway meet at substantially the same level, whether or not there is a "level crossing" sign on the road at all or any of the entrances to the area.

**Mid-block Crossing**

An area where a Footpath crosses a railway not adjacent to a Level Crossing that includes a Carriageway.

**Pedestrian Crossing**

An area where a Footpath crosses a railway adjacent to a Level Crossing that includes a Carriageway.

**Public Road**

A Road as defined below.

**Rail Infrastructure**

The facilities that are necessary to enable a railway to operate safely and includes, but is not limited to –

- (a) railway tracks, and associated track structures; or
- (b) service roads, signalling systems, communication systems, rolling stock control systems and data management systems; or
- (c) notices and signs; or
- (d) electrical power supply and electric traction systems; or
- (e) associated buildings, workshops, depots and yards.

**Rail Infrastructure Manager**

In relation to rail infrastructure of a railway, means the person who has effective management and control of the rail infrastructure, whether or not the person –

- (a) owns the rail infrastructure; or
- (b) has a statutory or contractual right to use the rail infrastructure or to control, or provide, access to it.

**Road**

Any highway, road or street open to, or used by, the public and includes every carriageway, footway, reservation, median strip and traffic island thereon.

**Road Infrastructure**

- (a) the infrastructure which forms part of a road, footpath or shoulder, including –
  - (i) structures forming part of the road, footpath or shoulder; or
  - (ii) materials from which a road, footpath or shoulder is made.
- (b) the road-related infrastructure including infrastructure which is installed or constructed to –
  - (i) facilitate the operation or use of the road or footpath; or
  - (ii) support or protect the road or footpath;
- (c) all bridges, viaducts, tunnels, culverts, grids, approaches and other things appurtenant to the road or footpath or used in connection with the road or footpath.

## Road Manager

In relation to a Public Road means a Local Government or the Commissioner of Main Roads. For the purposes of this Agreement, the Road Manager means that party identified as the Road Manager of each Interface set out in Schedule 1.

### 3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement applies to the management of risks at the Interfaces specified in Schedule 1 and includes provision for the requirements of clause 107 of the Act.

### 4. TERM OF INTERFACE AGREEMENT

- 4.1 This Agreement will commence on the date of execution by the last party.
- 4.2 This Agreement will be reviewed by the parties upon the earlier of:
- (a) a change in circumstance occurring in relation to any of the Interfaces specified in Schedule 1; or
  - (b) the 5 year anniversary of the date of commencement of this Agreement,
- and in any event will be subject to ongoing review at least once every 5 years.

### 5. RESPONSIBILITIES OF PARTIES

#### 5.1 Primary sources of responsibility

In addition to the Act, the parties to this Agreement have responsibilities for Interfaces which are derived from various sources and which include:

#### ***Railway Crossing Protection in Western Australia – Policy and Guidelines***

This document (prepared by Main Roads WA) outlines the level of control required at all railway Level Crossings in Western Australia.

#### ***Public Works Act 1902 (WA)***

#### **Maintenance of public roads at railway crossings and near railway stations**

Section 103(1) of the *Public Works Act 1902* provides that where a road or street crosses a railway on the level, the local authority having charge of the roads or streets in the district shall maintain the road and crossing on the railway, and for a distance on each side of 10 metres outside the railway.

#### ***Road Traffic Code 2000 (WA)***

#### **Power to erect traffic-control signals and road signs**

Regulation 297(1) of the *Road Traffic Code 2000 (WA)* empowers the Commissioner of Main Roads to *erect, establish or display, and alter or take down any road sign, road marking or traffic control signal* on a Public Road.

In the context of a Level Crossing, this includes approval for the level of control of:

- the regulatory GIVE WAY and STOP signs at passive crossings;
- regulatory traffic control signals including flashlights or boom barriers at active crossings;
- all warning signs including static and active advance warning signs;
- all road markings including holding lines, barrier centre lines and yellow box markings; and
- other complimentary signage such as speed zones, adjacent regulatory signs or traffic signals on roads.

#### ***Local Government Act 1995***

#### **Notices requiring certain things to be done by the owner or occupier of land**

Section 3.25 of the Local Government Act 1995 empowers a Local Government to give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that is prescribed in Schedule 3.1, Division 1.

#### ***Rail Safety National Law (WA) Act 2015***

#### ***Rail Safety National Law (WA) Regulations 2015***

#### ***Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015***

#### **Safety management system**

BR is an accredited rail transport operator under the Act and as such has statutory obligations under the Act and Regulations, including responsibility for ensuring the compliance of all rail related works on corridor land with the Act and Regulations. BR's activities are regulated by the Office of the National Rail Safety Regulator. In accordance with clause 99 of the Act, BR has in place a safety management system in respect of its railway operations. It is a requirement of that safety management system that, where necessary, persons carrying out rail safety work on corridor land are required to hold a Track Access Permit.

#### **5.2 Allocation of specific actions and activities**

Where not otherwise subject to separate agreement, the parties agree that each party to this Agreement will undertake the following actions/activities in respect of the Interfaces specified in Schedule 1:

#### **Main Roads Western Australia/Commissioner of Main Roads (MRWA)**

- Install and maintain the appropriate regulatory signs, warning signs, road markings and advance flashing warning panels on Public Road approaches to Level Crossings – excludes signage affixed to railway hardware.



## Road Manager – Local Government

- Maintain the Road approaches up to three metres (3m) either side from the outside running rail.
- Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads to provide requisite driver visibility sightlines on the approaches to Level Crossings (including any negotiations with private property owners if required)
- Notify the Rail Infrastructure Manager of any road works planned, either of a temporary or permanent nature, in the vicinity of a crossing. (See section 9 of this Agreement)
- Notify the Rail Infrastructure Manager of any change in land use adjacent to an Interface or any change in Level Crossing use.
- Report to MRWA any damaged and unserviceable line marking and signage associated with a Level Crossing identified during inspection of the local road network in accordance with normal maintenance regimes.

## Rail Infrastructure Manager

- Arrange and coordinate installation of flashing lights, boom barriers, warning bells and advance warning sign control devices (in accordance with MRWA's renewal and upgrade programme).
- Maintenance of above equipment and devices in conjunction with MRWA.
- Undertake and maintain any vegetation clearing and/or removal of other physical obstructions within the rail corridor to provide adequate visibility on the approaches to Level Crossings.

Only accredited personnel holding a Track Access Permit are permitted to perform certain work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B). Works within the Danger Zone are generally undertaken by the Rail Infrastructure Manager due to the rail safety risks associated with works within the Danger Zone however subject to the necessary approvals from the Rail Infrastructure Manager works may be undertaken by the Road Manager. Accordingly, unless otherwise agreed and subject to prior written agreement between and as required by the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local Government or MRWA as indicated in brackets below<sup>1</sup>:

- Level Crossings - Maintain the roadway within three metres (3m) of the outside running rails. (Local Government)
- Pedestrian Crossings - Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (MRWA or Local Government in accordance with renewal and upgrade programme).<sup>2</sup>

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<sup>1</sup> The indication of party responsible for cost should be used as a general guide only. All works are site and case specific.

<sup>2</sup> There may be instances where the distinction between Pedestrian and Midblock Crossings is unclear, in such cases works required and division of cost must be negotiated and agreed between the Local Government and MRWA prior to the works being undertaken.

- Mid-block Crossings - Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (Local Government).<sup>2</sup>
- Crossing Control Upgrades – Installation of flashing lights, boom barriers, warning bells and advanced warning sign control devices (MRWA in accordance with MRWA's renewal and upgrade programme).

#### **Reciprocal action for all parties**

- Notify each other party of material changes to usage of an Interface of which a party is aware. These changes may arise from things such as higher speed rail or road traffic, increased volume of rail or road traffic (for example arising from a change in land usage or development) or change of road vehicle types or change to road designation (for example to an oversize vehicle route). If the parties identify a new risk (or increased level of an existing risk), the parties must, as appropriate reassess and manage these risks so far as is reasonably practicable.

## **6. AGREEMENT OF PARTIES**

6.1 Each party agrees to:

- (a) Commit to the highest standards of safety in performing its functions or conducting its business so far as is reasonably practicable;
- (b) Work co-operatively with the other parties, and with third party entities whose activities may give rise to risks at or near an Interface, to identify and assess risks at Interfaces and develop, implement and monitor measures to manage the risks;
- (c) Carry out the identification, assessment, allocation and management of risk in accordance with accepted risk management practice;
- (d) Commit to continued management of the Interface; and
- (e) Conform to the appropriate standards, policies and guidelines relevant to their respective operations.

## **7. IDENTIFICATION, ASSESSMENT AND MANAGEMENT OF RISK**

7.1 The Rail Infrastructure Manager and Road Manager have an ongoing obligation to identify and assess, so far as is reasonably practicable, risks to safety that may arise in relation to the Interfaces the subject of this Agreement.

7.2 Clause 109 of the Act provides that for the purpose of identifying and assessing the risks to safety at an Interface, a party may:

- (a) by itself identify and assess those risks; or
- (b) identify and assess those risks jointly with another party; or
- (c) adopt the identification and assessment of those risks carried out by another party to this Agreement.

- 7.3 As a minimum, the following must be carried out in respect of each Interface:
- Identify the type of Interface;
  - Identify the location of the Interface;
  - Identify the risks to safety at each Interface;
  - Determine measures to manage, so far as is reasonable practicable, those risks; and
  - Assign responsibility for the management measures determined to the appropriate party.
- 7.4 ALCAM has been designed for and is used as a tool for risk assessment of Level Crossings. Each crossing is assessed uniformly using a standardised procedure to gather crossing data. The model then provides a risk score for each Level Crossing which enables the comparison of relative risk across all crossings within a given group (locality/line etc.). This model has been or will be used to assess risks at Interfaces the subject of this Agreement.
- 7.5 Where there has been a material change in relation to an Interface and such change is likely to affect the ALCAM assessment obtained in respect of an Interface, then the parties must arrange for the Interface to be re-assessed.
- 7.6 Either party may, by notice in writing to the other, instigate a re-assessment where it is deemed necessary.
- 7.7 Following an ALCAM assessment, if any corrective action is required in respect of an Interface, a Corrective Action Report (or similar) may be prepared. This will outline the action required for mitigation or elimination of unacceptable risks identified and the party responsible for carrying out the action.

## **8. INCIDENT MANAGEMENT**

- 8.1 Rail Infrastructure Managers and Road Managers shall manage incidents wholly within their area of responsibility in accordance with each party's incident management plan.
- 8.2 Incidents affecting both Rail Infrastructure and Road Infrastructure across an Interface should be managed jointly and cooperatively by the parties.
- 8.3 The established information sharing protocols shall be followed during an emergency incident.
- 8.4 Unless required by law or to ensure safety, the parties shall not engage in any conduct that is likely to prejudice an investigation into an Incident and reserve the right to undertake timely inspection of any Rail or Road Infrastructure, rolling stock or other property of the respective parties damaged as a result of an Incident.
- 8.5 The Rail Infrastructure Manager shall report rail safety Incidents to the National Rail Safety Regulator under the terms of its accreditation.

- 8.6 In the case of major Incidents involving serious injury or death, the activities of the parties may come under the control of emergency services organisation as detailed in BR's Westplan.
- 8.7 BR's Westplan (State Emergency Management Plan for BR Emergencies) is available on BR's website ([www.brookfieldrail.com](http://www.brookfieldrail.com)) and at the State Emergency Management Committee website ([www.semc.wa.gov.au](http://www.semc.wa.gov.au)).

## 9. WORKS

- 9.1 The parties acknowledge that any road or other works conducted in the vicinity of Interfaces can adversely affect the level of safety at that Interface.
- 9.2 In any case where any road or other works are likely to impact on the safety of rail operations, the Road Manager shall notify the Rail Infrastructure Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.3 The need for such notification will depend on the level of risk of the work to be undertaken and the proximity of the work activity to the Interface. As a general guide, the table below shows the minimum distances from the railway within which any road or other works should not proceed without prior notification to the Rail Infrastructure Manager. Contact details are provided in the Rail Infrastructure Manager Details section of this Agreement.

Speed Limit Km/h	Distance from railway (m)
<70	150
70 to 90	200
>90	300

- 9.4 In any case where rail works are likely to impact on the safety of road operations, the Rail Infrastructure Manager shall notify the Road Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.5 Emergency maintenance works

The parties will work cooperatively to minimise response times where emergency maintenance works are required to be undertaken at an Interface. Contact details of the applicable emergency contact personnel for each party is to be maintained by the respective parties in Appendix A.

## 10. PERSONNEL MANAGEMENT

### 10.1 Competency

Each party shall ensure that its workers carrying out activities in or about the Interface comply with the relevant safe working procedures, rules and policies developed by the party or as detailed in their organisation specific conditions. Such procedures, rules and policies must be consistent with the party's obligations under all applicable Law.

### 10.2 Safe Access by other parties

Each party may make use of third parties under contract or otherwise to deliver any aspect of its operational or infrastructure obligations at or affecting the Interface.

The party engaging the service of a third party shall ensure that any personnel working in or about an interface is fully informed as to the requirements of working in such a locality including any required accreditation, documentation, training, site induction or similar provisions.

The parties will ensure that their respective contractors and subcontractors will comply with this Agreement when engaged in works to which this Agreement relates. In particular third parties must be made aware of the requirements relating to working in the "Danger Zone" as shown in Appendix B.

## 11. AMENDMENT

- 11.1 The parties may without formal amendment to this Agreement, amend Schedule 1 from time to time by written agreement to allow for Interfaces to be added or removed as required. An updated Schedule becomes effective when it is dated and signed by all parties.
- 11.2 The parties may without formal amendment to this Agreement, amend Appendix A as per Clause 14.3.

## 12. CHANGE OF OWNERSHIP

- 12.1 A party to this Agreement undergoing a change in ownership shall notify the other parties as soon as practicable. Contact details for each party are as specified in this Agreement.
- 12.2 The change of ownership of either a Rail Infrastructure Manager or Road Manager shall require the re-negotiation of this Agreement to identify the new owners and inform them of their responsibilities.
- 12.3 Rail Infrastructure Managers are obliged to meet all regulatory requirements for transfer or assignment of accreditation, including clauses 79 and 80 of the Act.

## 13. AUDITING AND COMPLIANCE

### 13.1 Maintaining and Monitoring Compliance

- (a) The parties shall be jointly responsible through their nominated representatives for maintaining and monitoring compliance with this Agreement.
- (b) In the event of an emergency, and it is not possible to comply with this Agreement, every effort shall be made by the non-complying party to consult with other parties to the Agreement to determine the best course of action to ensure the safest conduct of activities at the Interface.

### 13.2 Register of Interface Agreements

In accordance with clause 111 of the Act, each party shall maintain a register of the Interface Agreements to which they are a party using their existing internal information and/or document management systems.

### 13.3 Record of Corrective Action Reports

The parties shall keep a record of all Corrective Action Reports.

### 13.4 Reporting Instances of Non-Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance officers of each party to be dealt with in accordance with their internal procedures.

### 13.5 Safety Auditing Compliance

- (a) The Rail Infrastructure Manager shall conduct regular Inspections.
- (b) The Road Manager shall conduct regular Inspections to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the Local Government's road network.
- (c) The parties shall jointly reassess the risk to safety of an Interface after a major Incident.
- (d) Should a party discover a defect in another party's infrastructure, the party making the discovery will use best endeavours to share the relevant details with the other party as soon as is reasonably practicable.

### 13.6 Reciprocal Inspections and Audits

In the event the parties agree there is an issue adversely affecting Interface safety, the parties shall allow the conduct of relevant reciprocal inspections or audits to facilitate remedial action.

## 14. COMMUNICATIONS

- 14.1 The parties shall promptly notify each other of any occurrence or Incident which affects the responsibilities of any of the other parties to this Agreement in respect of an Interface.
- 14.2 Contact details for each party as identified in Appendix A are to be used in emergency situations or during normal course of business as appropriate.
- 14.3 All parties agree to regularly update Appendix A as changes occur. Updating of Appendix A can be carried out at any time by any Party for its own organisation without requiring approval from the other parties. The party amending its contact details shall forward to the other parties updated copies of Appendix A ensuring the Appendix A - Document Control table is appropriately updated prior to forwarding.

## 15. DISPUTE RESOLUTION

- 15.1 The parties agree to resolve all disputes in good faith.
- 15.2 Should a dispute arise between the parties in connection to this Agreement, a party may issue a written notice of dispute to the other party or parties.
- 15.3 Within 14 days, or as otherwise agreed by the parties, of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.
- 15.4 If the senior officers are unable to resolve the dispute, Chief Executive Officers of the parties shall meet or communicate as soon as is practicable to attempt to resolve the dispute.
- 15.5 If the dispute is not resolved, then either party may refer the dispute to mediation by a single mediator by giving notice in writing to the other party or parties. If the parties are unable to agree upon the mediator and the mediator's remuneration, the mediator will be the person appointed by and the remuneration of the mediator is the amount determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter). Each party will bear its own costs relating to preparation and attendance at mediation, with the costs of the mediator being borne equally by the parties.
- 15.6 Failing resolution of the dispute at mediation, it will be open to any party to the dispute to commence legal proceedings.

## EXECUTION PAGE

This Interface Agreement is signed and witnessed on behalf of Brookfield Rail Pty Ltd by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of the Shire of Narrogin by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of Main Roads Western Australia by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



## SCHEDULE 1 - LIST OF RAIL AND ROAD INTERFACES

No	Name	Type of Interface	Road number	Rail Line and kms from datum of the Level Crossing	Description of Crossing control	Rail Infrastructure Manager responsible	Road Manager responsible
1	Curtis Road	Road/rail crossing	419 0069	Line 31 - 168.916km	Stop Signs	Brookfield Rail	Shire of Narragin
2	Farrelly Road	Road/rail crossing	419 0068	Line 31 - 170.445km	Stop Signs	Brookfield Rail	Shire of Narragin
3	Mid-block PED at Narragin	PED/rail crossing	N/A	Line 31 - 176.113km	Mazes	Brookfield Rail	Shire of Narragin
4	PED adjacent to Herald Street	PED/rail crossing	418 0126	Line 31 - 176.791km	Path	Brookfield Rail	Shire of Narragin
5	Herald Street	Road/rail crossing	418 0126	Line 31 - 176.801km	Boom Gates	Brookfield Rail	Shire of Narragin
6	Graham Road	Road/rail crossing	418 0077	Line 31 - 178.286km	Stop Signs	Brookfield Rail	Shire of Narragin
7	Simmons Road	Road/rail crossing	419 0076	Line 31 - 182.862km	Stop Signs	Brookfield Rail	Shire of Narragin
8	Jenkins Road	Road/rail crossing	419 0050	Line 31 - 187.264km	Stop Signs	Brookfield Rail	Shire of Narragin
9	Highbury East Road	Road/rail crossing	419 0015	Line 31 - 191.259km	Stop Signs	Brookfield Rail	Shire of Narragin
10	Highbury Bin Road	Road/rail crossing	419 0095	Line 31 - 192.008 km	Stop Signs	Brookfield Rail	Shire of Narragin
11	Whinbin Rock Road	Road/rail crossing	419 0005	Line 31 - 193.326km	Stop Signs	Brookfield Rail	Shire of Narragin
12	Weisse Road	Road/rail crossing	419 0024	Line 31 - 198.667km	Stop Signs	Brookfield Rail	Shire of Narragin
13	Booth Street	Road/rail crossing	418 0065	Line 59 - 1.668km*	Stop Signs	Brookfield Rail	Shire of Narragin
14	McDougalls Road	Road/rail crossing	419 0109	Line 59 - 4.493km*	Stop Signs	Brookfield Rail	Shire of Narragin
15	Narragin-Harrismith Road	Road/rail crossing	419 0131	Line 59 - 14.341km*	Flashlights	Brookfield Rail	Shire of Narragin
16	Lock Road	Road/rail crossing	419 0057	Line 59 - 14.558km*	Give Way Signs	Brookfield Rail	Shire of Narragin
17	Boundain North Road	Road/rail crossing	419 0112	Line 59 - 20.319km*	Stop Signs	Brookfield Rail	Shire of Narragin
18	Taylor Short Road	Road/rail crossing	419 0018	Line 59 - 22.898km*	Stop Signs	Brookfield Rail	Shire of Narragin
19	Lange Road	Road/rail crossing	419 0107	Line 59 - 28.363km*	Stop Signs	Brookfield Rail	Shire of Narragin
20	Crooked Pool Road	Road/rail crossing	419 0060	Line 60 - 0.906km*	Stop Signs	Brookfield Rail	Shire of Narragin
21	Birdwhistle Road	Road/rail crossing	419 0010	Line 60 - 3.580km*	Stop Signs	Brookfield Rail	Shire of Narragin
22	Mc Donalds (Access Road)	Road/rail crossing	419 0115	Line 60 - 11.160km*	Give Way Signs	Brookfield Rail	Shire of Narragin
23	Nomans Lake Siding Road	Road/rail crossing	419 0055	Line 60 - 14.100km*	Give Way Signs	Brookfield Rail	Shire of Narragin
24	Nepowie Road	Road/rail crossing	419 0054	Line 60 - 14.981km*	Stop Signs	Brookfield Rail	Shire of Narragin
25	Reids Road	Road/rail crossing	419 0133	Line 60 - 18.346km*	Stop Signs	Brookfield Rail	Shire of Narragin
26	Narragin-Harrismith Road	Road/rail crossing	419 0131	Line 60 - 18.839km*	Flashlights	Brookfield Rail	Shire of Narragin

\*This section of rail line currently Dormant (Non-Operational)

\*\*This section of rail line is currently Disused (Non-Operational)

Interface Agreement – Public Road and Rail Crossing At Grade Interfaces

Version 2.3

Shire of Narragin

## APPENDIX A – CONTACT DETAILS

### RAIL INFRASTRUCTURE MANAGER DETAILS

Brookfield Rail Pty Ltd  
2-10 Adams Drive  
WELSHPOOL WA 6106

General: 08 9212 2800  
Emergency: 1300 087 246 (BR Train Control)  
OHS: (08) 9442 8820 (OHS Specialist)

### ROAD MANAGER DETAILS

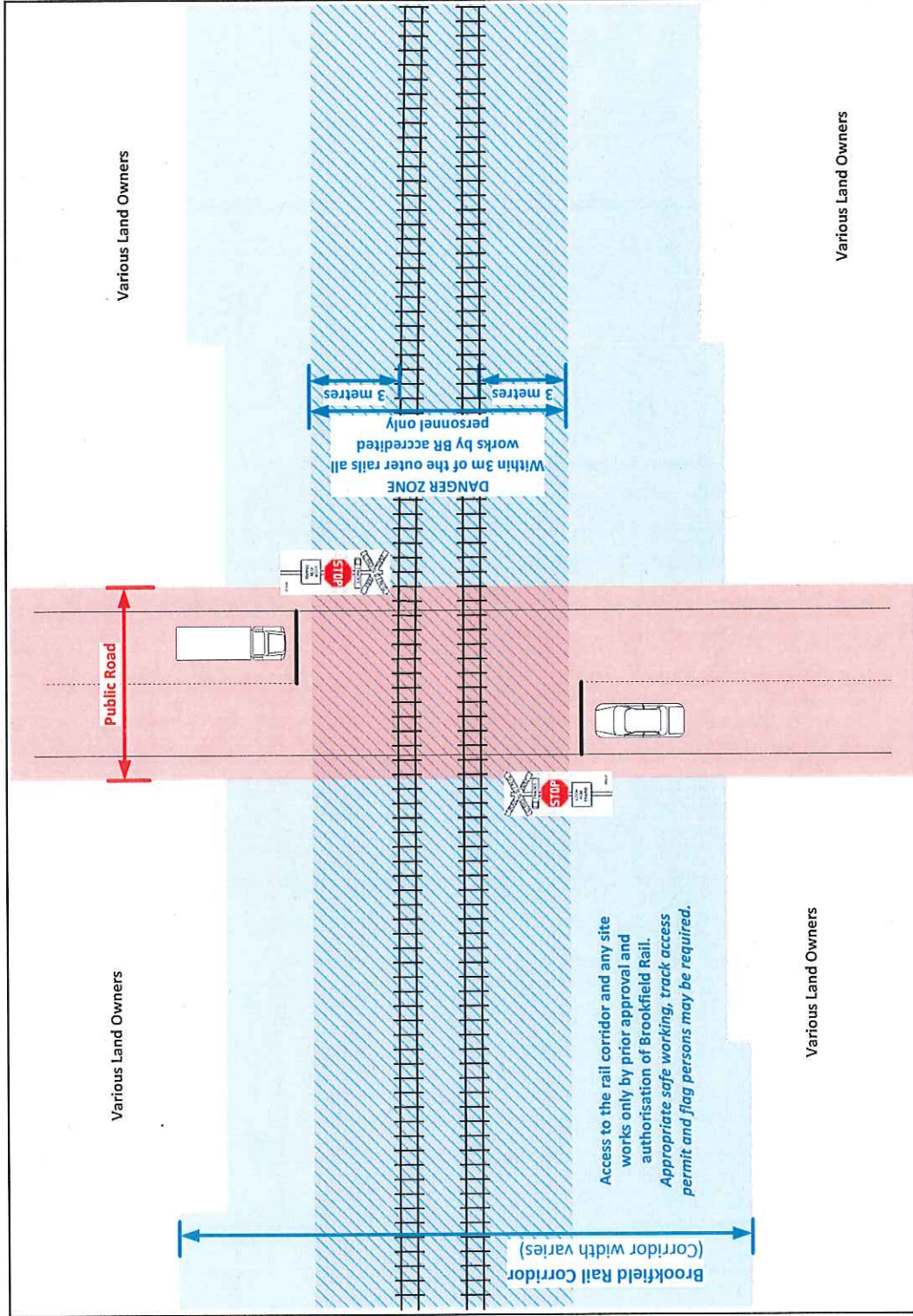
The Shire of Narrogin  
43 Federal Street  
NARROGIN WA 6312  
General: 08 9881 1866

### MRWA DETAILS

Main Roads Western Australia  
Waterloo Crescent  
EAST PERTH WA 6004  
General: 13 81 38  
Emergency: 13 81 38

Appendix A – Document control		
Amended by	Date	Distributed to the following contacts of other parties

## APPENDIX B - AREAS OF DEMARCATION



For the purposes of this Interface Agreement, at a typical Level Crossing

The road reserve as shown in red.

The rail corridor as shown in blue.

Within 3 metres of the outer rail all work must be carried out by Brookfield Rail accredited personnel. (area shown hatched, the "Danger Zone").

## APPENDIX C - REFERENCE DOCUMENTS

Reference documents include:

*Rail Safety National Law (WA) Act 2015*  
*Rail Safety National Law (WA) Regulations 2015*  
*Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015*  
AS1742.7: 2007 – Manual of Uniform Traffic Control Devices - Railway Crossings  
AS 1742.3: 2009 – Manual of Uniform Traffic Control Devices – Traffic control for works on roads  
AS 4292.2: 2006 – Railway Safety Management – track, civil and electrical infrastructure  
Main Roads WA – Railway Crossing Protection in WA – Policy and Guidelines  
*Road Traffic Code 2000*  
*Road Traffic Act 1974*  
*Main Roads Act 1930*  
*Public Works Act 1902*  
*Local Government Act 1995*  
AS/NZS ISO 31000: 2009 – Risk Management – Principles and guidelines  
AS/NZISO 4801:2001 - OSH  
Main Roads WA – Traffic Management for Works on Roads – Code of Practice  
Rail Infrastructure Manager Operating Rules  
Westplan: State Emergency Management Plan for Brookfield Rail Emergencies – Version September 2011, Review date December 2013

Copies of most documents are available from the State Law Publisher website or from the Road Safety Branch, MRWA – phone 9323 4111.

**11. ELECTED MEMBER'S 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**

8.14 pm – President Ballard declared the meeting closed.