



Shire of  
**Narrogin**

## MINUTES

### ORDINARY COUNCIL MEETING

**28 August 2024**

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

Signed: .....

Date 29 August 2024

These minutes were confirmed at the Ordinary Council Meeting held on 25 September 2024.

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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# STRATEGIC COMMUNITY PLAN 2017-27

**SNAPSHOT**

## VISION

To be 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 audio recorded for minute taking purposes and if applicable, in compliance with legislation.



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## **ORDINARY COUNCIL MEETING 28 AUGUST 2024**

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

The Presiding Member, Shire President, Leigh Ballard, declared the meeting open at 7:03 pm.

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

#### **Elected Members (Voting)**

Mr L Ballard – Shire President (Presiding Member)

Cr M Fisher

Cr C Bartron

Cr J Pomykala

Cr R McNab

Cr T Wiese

#### **Staff**

Mr D Stewart – Chief Executive Officer

Mr M Furr – Executive Manager Corporate & Community Services

Mr J Warburton – Acting Executive Manager Technical & Rural Services

Mr Peter Toboss – Acting Executive Manager Development & Regulatory Services

Mrs W Russell – Executive Support Officer

#### **Leave of Absence**

Cr G Broad – Deputy Shire President (Approved at the Council Meeting of 24 July 2024).

#### **Apologies**

Mr A Awang – Executive Manager Development & Regulatory Services

Mr T Evans – Executive Manager Technical & Rural Services

Mrs L Webb – Executive Support Coordinator

#### **Absent**

Nil

#### **Visitors**

Guy Maley – Senior Ranger

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

Name	Item No	Interest	Nature
Nil			

**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**

7.1 Ordinary Council Meeting

**OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 280824.01**

Moved: Cr Pomykala

Seconded: Cr Bartron

That the minutes of the Ordinary Council Meeting held on 24 July 2024 be confirmed as an accurate record of the proceedings.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

7.2 Special Council Meeting

**OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 280824.02**

Moved: Cr Wiese

Seconded: Cr Fisher

That the minutes of the Special Council Meeting held on 14 August 2024 be confirmed as an accurate record of the proceedings.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

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

Nil

**9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS**

Nil



## 10. MATTERS WHICH REQUIRE DECISIONS

### 10.1 DEVELOPMENT AND REGULATORY SERVICES

#### 10.1.1 PROPOSED ENCLOSED OFF-LEASH DOG EXERCISE AREA

File Reference	19.5.2
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Item 10.1.048, 25 July 2018 Res 0718.063
Date	15 June 2024
Author	Tabitha Yuen – Administration Support Officer Guy Maley – Senior Ranger
Authorising Officer	Azhar Awang – Executive Manager Development & Regulatory Services
Attachments 1. Officer Background report on the proposed enclosed off-leash dog exercise area 2. Government of South Australia Dog and Cat Management Board	

#### Summary

Council is requested to consider the proposed Enclosed Off-Leash Dog Exercise area within the Shire of Narrogin (Attachment 1).

The Administration have nominated two (2) preferred sites and has recommended that these two sites be advertise to the public to gauge public support for this type of facility in Narrogin, prior to final consideration.

#### Background

The increasing population of dogs within the Shire of Narrogin has led to a growing demand for safe and accessible areas for an enclosed off-leash dog exercise area. Currently, there is a lack of designated spaces for this purpose, leading to dogs being exercised in public areas, which can pose safety concerns, nuisance behaviour and limited opportunities for socialisation among dogs and their owners. and inconvenience to other community members.

The proposal is to have a designated enclosed off-lease dog exercise area, which is a secure, fully fence dedicated for this purpose. The proposal is comprised of an area of 800 m<sup>2</sup> (40 m x 20 m) with a 1.2 to 1.5 m high meshed fence.

The two areas that have been selected are:

- The site of the former railway tennis courts, Reserve 49048 (Lot 1721) Hale Street; and
- McKenzie Park between Jersey and Ensign Street.

Council previously considered a proposal for an enclosed off-leash dog exercise area at the Council meeting held on 25 July 2018. The officer's recommendation was:

*That with respect to the proposed enclosed off-leash dog exercise area, Council support the proposed location as being on portion of Gnarojin Park, situated at the site of the former tennis courts, Reserve 49048 (Lot 1721) Hale Street, Narrogin.*

The recommendation was not supported by Council at that time, as it was not satisfied that there was sufficient public demand for an additional fenced off-leash dog exercise area at this time.

## Consultation

Consultation occurred with the following:

- Elected Members;
- Executive Manager Development and Regulatory Services; and
- Manager of Operations.

Advertising will be undertaken seeking public comments on the proposed preferred two (2) sites. In addition, a letter will be sent to immediately adjoining and adjacent residents. All submissions received will be presented to Council for its further consideration.

The Senior Ranger, a number of months ago, tested the concept of the need for a dog park in Narrogin via a Facebook post to 'Ngn Chat'. As a result of which, numerous emails in support have been received from members of the public requesting this type of facility.

It is noted that the Hale Street site abuts a known lodged site of cultural significance under the Aboriginal Heritage Act 1972 referenced as Aboriginal Cultural Heritage (ACH) Lodged Place 38965, and therefore whilst lodgement of a regulation 18 referral should not be required, the proposal will be specifically referred to local indigenous elders for comment.

## Statutory Environment

The sections of the Acts, Regulations and/or Local Laws that apply to this item are:

- The Local Government Act 1995, Sections 2.7 and 3.1 relate;
- The Aboriginal Heritage Act 1972;
- The Dog Act 1976, Section 31 – Control of Dogs in certain public places, and Section 32 – Control of dogs in exercise areas and rural areas; and
- Shire of Narrogin Dogs Local Law 2016.

## Policy Implications

The proposal aligns with the Shire of Narrogin's policies on community development, recreation, and public safety. It supports the objectives of promoting an active lifestyle, enhancing public spaces, and ensuring the welfare of both residents and their pets. The project will require the adoption of new guidelines for the management and use of the off-leash area, including rules on dog behaviour, maintenance responsibilities, and user compliance.

The Council's [Gnarojin Park Masterplan](#) (adopted 27 February 2019) shows that the Hale Street site proposed for the Off-Leash Dog Exercise Area is planned in the long term for flexible events and a recreation grassed area utilising the existing shade shelter/gazebo's. It could be considered therefore to be not inconsistent with the adopted Masterplan (refer Figure 1).



Figure 1

The proposal in Attachment 1 for Hale Street portrays the Dog Exercise Area in a north-south alignment parallel to Gnarojin Brook (denoted yellow) as opposed to positioning the area more east-west abutting Herald Street (denoted red). Potentially there is an argument that would see the Dog Exercise Area, at this location, better orientated north-south to maximise future opportunities between Gnarojin Community Gardens and the new Dog Exercise Area (denoted green). Conversely an argument could be to locate the Dog Exercise Area between the outdoor exercise facility and the existing gazebo, again in an approximate east-west orientation.

The area denoted green could have the benefit of sharing two existing shelters (for shade) either side the area and also maximise opportunities for shared carpark between the two community facilities.

There is also an argument that the site denoted yellow could be located abutting Hale Street further from Gnarojin Brook, to further avoid potential actual or indeed perceptions of cultural heritage impacts.

The real question therefore lies in which of the three orientations/locations at Hale Street (if this is preferred over McKenzie Park) for including in the proposed advertisement.

On balance, the Administration is of the view, that the site denoted green should be the preferred site for the purposes of community advertising, with McKenzie Park.

## Financial Implications

The estimated design and installation cost for the facility are approximately \$60,000 in McKenzie Park and \$90,000 in Gnarojin Park Reserve in Hale Street. It should be noted that there is no provision in the adopted 2024/25 Budget for the project. The Council's adopted Corporate Business Plan for 2024-2028 includes in the financial year 2025/26 provision of the indicative sum of \$65,000 for such a facility.

Breakdown of detail costings are provided in Attachment 1.

Additional costs to be considered:

- Advertising for Public Comment; and
- Postage for letters to immediately adjoining and adjacent residents.

The financial implications of the project include initial construction costs and ongoing maintenance. The likely costs include fencing, signage, reticulation, landscaping, and installation of other amenities, excluding ablution facilities. Ongoing costs will be managed through the Shire's existing budget for parks and recreational facilities, though additional funding sources, such as grants or community fundraising, may be explored.

Other costs associated with the proposed development including whole of life asset maintenance costs, car parking, lawn maintenance, water usage, and general maintenance, such as rubbish pick up and litter bag replacement, will need to be costed and factored in with future budget considerations.

Mitigating the risk of subsequent requests for ablution facilities will be managed through the installation of signage clearly indicating the location of nearby facilities.

### Strategic Implications

The proposed enclosed off-leash dog exercise area supports the Shire of Narrogin's strategic goals of enhancing community well-being, increasing recreational opportunities, and fostering social cohesion. It contributes to the Shire's broader vision of creating a vibrant, healthy, and inclusive community by addressing a recognised gap in public infrastructure. The project also aligns with State and regional priorities for improving public amenities and promoting responsible pet ownership.

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
Strategy:	2.3.4	Provide improved community facilities (e.g., library/recreation)

### Risk Implications

Several risks have been identified, including potential conflicts between dog owners, safety concerns, and environmental impacts. Mitigation strategies will include clear signage, enforceable rules, regular monitoring by Shire staff, and the provision of education on responsible dog ownership. Additionally, the design of the facility will incorporate safety features such as double-gated entries to prevent accidental escapes, and the selection of a site that minimises environmental disturbance.

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Facility Defects -vandalism -gate latches -storm damage	Unlikely (2)	Minor (2)	Low (1-4)	Business & Community Disruption	Asset management & regular inspections.
Excess Noise -dogs barking -people -cars	Possible (3)	Minor (2)	Medium (5-9)	Business & Community Disruption	Signage Inspections.
Increased Traffic -patrons attending facility	Almost Certain (5)	Minor (2)	High (10-16)	Management of Facilities, Venues, Events and Services	Clearly marked parking areas.



Disease -unvaccinated dogs i.e. parvo	Possible (3)	Moderate (3)	Medium (5-9)	Management of Facilities, Venues, Events and Services	Awareness and training, promote responsible dog ownership.
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## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of between four (4) and 10 has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The establishment of an enclosed off-leash dog exercise area is a timely and community-supported initiative that addresses a growing need within the Shire of Narrogin. The project promises to deliver significant social, recreational, and health benefits, enhancing the quality of life for both residents and their pets. With appropriate planning, consultation, and management, the risks associated with the project are manageable and outweighed by the anticipated positive outcomes.

Site evaluations were undertaken on five (5) potential sites - Gnarojin Park, Bannister Oval, James Park (corner of Argus and Hope Street), former golf course and McKenzie Park) and it was recommended that the two (2) most suitable sites are Gnarojin Park Reserve (former tennis courts) and McKenzie Park.

With the recent upgrades to these areas and increasing family/community activities, along with the already established walking paths, seating, and access to scheme water, it is considered one of these sites would be the most appropriate location.

The facility would incorporate a 1.2m - 1.5m high mesh fenced enclosed area, with twin gate entry within the reserve. Currently there is sheltered seating at both sites, which the fence could be built around, utilising an already existing feature.

It is evident that there is a need and associated benefits that an enclosed off-leash dog exercise area could bring to the Shire. The access to a dog park within the Shire will also encourage travelling dog owners to the location to exercise their dogs in a safe area. Whilst visiting Narrogin, it is assumed they would utilise the local shopping and tourism facilities.

These sites have been recommended for the following reasons:

- Larger Public Open Space, less impact on other reserve users;
- Existing Park infrastructure and pathways;
- Accessible parking space / ability to create parking;
- Minimal environmental impact;
- Reserve is not required as a sporting area;
- Located within the townsite for ease of access; and
- Water and power already available or can be easily connected at both sites.

Research of the past 10 years shows a continuous growth of registered dog numbers as the Shire of Narrogin's population increases.

At the time of writing this report, the Shire received a significant number of support via email from the community regarding an enclosed off-leash dog exercise area in Narrogin.

It is recommended that; Council endorse the two (2) preferred sites (Gnarojin Park and McKenzie Park) for the proposed enclosed off-leash dog exercise area for the purpose of public advertising to determine the preferred site. At the conclusion of the public advertising period, all submissions received will be assessed and presented to Council for final consideration.

### Voting Requirements

Simple Majority

#### **OFFICERS' RECOMMENDATION**

That with respect to the proposed enclosed off-leash dog exercised area, Council:

1. Request the Administration to advertise the proposed preferred two (2) sites at Gnarojin Park (former tennis courts) as denoted green, and McKenzie Park (between Jersey Street and Ensign Street) to;
  - a. Gnarojin Community Gardens Inc.;
  - b. Local Indigenous Elders;
  - c. The immediately adjoining and adjacent properties; and
  - d. The Shire's Website and Facebook for a period of 30 days.
2. Note that at the conclusion of the advertising period for comments, all submissions received will be presented to Council for final consideration.

### **COUNCIL RESOLUTION 280824.03**

Moved: Cr Pomykala

Seconded: Cr Bartron

That with respect to the proposed enclosed off-leash dog exercised area, Council:

1. Request the Administration to advertise the proposed preferred two (2) sites at Gnarojin Park between the outdoor gym and Herald Street, and McKenzie Park (between Jersey Street and Ensign Street) to:
  - a. Gnarojin Community Gardens Inc.;
  - b. Local Indigenous Elders;
  - c. The immediately adjoining and adjacent properties; and
  - d. The Shire's Website and Facebook for a period of 30 days.
2. Note that at the conclusion of the advertising period for comments, all submissions received will be presented to Council for final consideration.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

*Reason for change: Council determined that the selection of a specific site within Gnarojin Park should be guided by the current site plan and community input. Additionally, the Council emphasised the importance of informing both ratepayers (via personally addressed letter) and residents (via letter drop) of neighbouring and adjacent properties about the proposal.*



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**Narrogin**  
*Love the life*

## **Enclosed Off-Leash Dog Exercise Area**

Project	Enclosed Off-Leash Dog Exercise Area
Division	Development and Regulatory Services
Department	Regulatory Services
Created By	Tabitha Yuen / Guy Maley
Updated	July 2024
File Location	19.5.2



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## **1. EXECUTIVE SUMMARY**

The purpose of this report is to determine the need and feasibility of providing an Enclosed Off-leash Dog Exercise Area within the Shire of Narrogin.

The Shire has over 700 registered dogs and no dedicated enclosed facility specifically set aside for dog exercise. Currently the dedicated off-leash dog exercise areas are shared with other community members and clubs. These areas become unavailable for use when occupied by others. An enclosed off-leash dog exercise area, which is solely for this purpose, will reduce conflicts around the use of space between dog owners and non-dog owners / users of the public open space.

Dogs that are well socialised and exercised are likely to be healthier, happier and less aggressive. A designated enclosed off-leash exercise area provides a safe community setting where dogs can play and interact. This also promotes responsible dog ownership.

Evidence also shows the benefits for dog owners, assisting with social interaction and community involvement. An enclosed off-leash area will also provide ease of exercise for those with physical restrictions preventing other forms of dog exercise.

The recent pandemic has highlighted the importance public space plays in supporting the physical and mental health of our community members.

## **2. INTRODUCTION/BACKGROUND**

An enclosed off-leash dog exercise area is a secure, fully fenced space dedicated to dogs for off-leash recreational purposes.

There is no current fenced facility within the Shire of Narrogin.

The increasing population of dogs within the Shire of Narrogin has led to a growing demand for safe and accessible areas for dog exercise. Currently, there is a lack of designated spaces for this purpose, leading to dogs being exercised in public areas, which can pose safety concerns and inconvenience to other community members.

### **2.1 Benefits for Owners/Dogs**

Benefits of dog ownership:

- Greater companionship, greater pleasure and reduced stress levels;
- Dog ownership as proven to improve mental health;
- All ages, especially children, can learn greater responsibility, empathy and respect;
- Increased physical activity;
- Increased cardiovascular health;
- Pets enhance social connections and social skills. Pets are great conversation starters; and
- Safety and protection for self and property.

An enclosed off-leash dog exercise area will provide benefits to both humans and dogs, such as:

- Promoting acceptable behaviour from dogs socialising with other dogs;
- Regular outings will reduce boredom and pent-up energy at home;
- Promotes social interactions between dog owners from all walks of life;
- Provides a safe place for elderly and people with a disability to safely exercise their dog;
- Provides a safe place for dogs to play and be trained;
- Promotes responsible dog ownership; and
- Increased mental stimulation, alertness and well-being for both humans and dogs.

### **2.2 Rules and Regulations**

Visible signage will be placed at the entrance to the area stating 'rules and regulations' for using the facility, such as, but not limited to:

- Owners to enter at their own risk;
- Owners are legally responsible for the behaviour of their dog(s) at all times;
- Dog must be leashed when entering and exiting the park or penalties may apply;
- Limit of dogs permitted in park at one time;
- Vaccinated and registered dogs only;
- Owners must be in view and control of their dog/s at all times;
- Owners must dispose of their dog/s waste immediately or penalties may apply;
- Children to be supervised at all times; and
- Any dog showing aggression must leave immediately.

## 2.3 Examples





### 3. SITE REQUIREMENTS / DESIGN CRITERIA

A number of essential and desirable elements will need to be taken into consideration for the development of an enclosed off-leash dog exercise area as described in the tables below:

#### 3.1 Location

Essential	Desirable
600m <sup>2</sup> area size minimum	Central Location
Accessible by car and suitable parking	Located near local shopping precinct
Accessible by foot (for local neighbourhood)	
Does not impede on other infrastructure or open space amenities	
Grassed Area	

#### 3.2 Provision Standards

Essential	Desirable
High meshed fencing with twin gate entry system (1.2m minimum)	Flat surface
Accessible pathways	Natural Shade (trees)
Bins and Poo Bag dispensers	Lighting (for access and egress)
Water Facilities (human and dog)	Agility equipment for dogs
Shelter and seating	
Car Park area	
Signage	

\*Note – no toilet provision required as average duration will be under 2 hours.

#### 3.3 Risk Management

Risk Management forms and integral part of the Shire of Narrogin's planning and review process. The following risks have been identified. These risks are normal and manageable as with any public leisure use area.

Risk Description	Risk Category	Risk rating
Facility Defects	Asset Management/ Infrastructure Risk	Medium
Excess Noise	Safety/Health Risk	Low
Increased Traffic	Safety/Health Risk	Medium
Disease spread by dog	Safety/Health Risk	Medium

#### 4. SITE EVALUATION

Officers conducted site option assessments to determine the best possible site location. The following sites have been identified for a potential off-leash dog exercise area in Narrogin:

1. Gnarogjin Park – former tennis court area, along Herald St;
2. Bannister Oval – Bannister St;
3. James Park– park on corner of Argus St and Hope St;
4. Former Golf Course – Earl Street; and
5. McKenzie Park – between Jersey St and Ensign St

These sites were judged on a matrix of suitability and feasibility on the below criteria:

- Size – 600m<sup>2</sup> minimum;
- Is the site central/visible/active location;
- Is the area currently zoned for dog exercise;
- Is there parking or space for parking;
- Accessible from main road;
- Accessible by foot;
- No impact to other infrastructure or open space element; and
- Access to underground water.

From the above 5 sites and further review against site selection criteria, 2 sites best match the criteria:

1. Gnarojin Park – former tennis court area, along Herald St; and
2. McKenzie Park – between Jersey St and Ensign St.

## **1. Gnarojin Park – Former Tennis Court**

This is a large unused piece of land, where a community tennis club was once located. It has full access to underground water system. Many members of the public walk their dogs through this area.

Currently zoned as an on-leash for the entire Gnarojin Park area. Ease of access for members of the community by car, mobility scooter or foot. Close proximity to public amenities. Allocated space for parking is established.

Does not impede on future plans for development next to the Community gardens and outdoor gym. This size space enables both dog/owner socialisation and dog exercise.

This site location allows for expansion of the fenced area or creation small dog/big dog sections if required due to popularity. Existing covered seating area can be incorporated into the fenced zone.

One side of this park faces residential homes, park will be a minimum of 50mtrs away.

Would require retic/irrigation. At present, is on the Works Crew mowing schedule.

## **2. McKenzie Park**

This park had an upgrade completed in 2016 with ongoing improvements and additions.


There is a section of this park which could be suitable for a small, fenced dog park area. Minimal potential for expansion.


Many members of the public walk their dogs through this area and frequent the park with their dogs while their children utilise the playground equipment. Existing covered seating area can be incorporated into the fenced zone.

Ease of access for members of the community by car, mobility scooter or foot. Close proximity to public amenities and CBD. Car parking access can be expanded on Jersey Street.

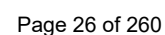
This park is surrounded by houses on all sides, connecting directly onto a residents backyard on one side.

Would require retic/irrigation to be implemented. At present, is on the Works Crew mowing schedule.

NAME	Gnarojin Park – Former Tennis Court Area – Reserve		
ADDRESS	Cnr Hale Road and Herald St – Portion of 2 Pioneer Drive		
SIZE			
IMAGE			
ADVANTAGES		DISADVANTAGES	
Central location		Residential properties nearby on 1 side – will be more than 50mtrs away from nearest house	
Close to CBD, Railway Station, Skate Park		Loss of public open space for non-dog park users	
Easily accessible by foot and car			
Water metre accessible			
Existing Park infrastructure (community gardens, community outdoor gym, skate park, public toilets, seating)			
Less than 2kms to nearest vet			
Established parking area			
Natural Shade			
Existing internal path network			
Close proximity to public amenities			
Suitable parking for travellers with caravan			
Expansion possible			
Currently zoned ‘open public space’			

NAME	McKenzie Park		
ADDRESS	Between Jersey & Ensign St – 31 Ensign Street (Lot 560) – A337042		
SIZE			
IMAGE			
ADVANTAGES		DISADVANTAGES	
Central location		Residential properties very close proximity	
Water metre accessible		1 side of dog park backs directly onto resident property	
Natural Shade existing		Loss of public open space for non-dog park users	
Easily accessible by foot and car		Close proximity to primary school	
Existing park infrastructure (playground, seating)		Lack of sufficient parking No established parking bays	
Less than 2kms to nearest vet		Zero parking for travellers - caravans	
Close to CBD Close proximity to public amenities		Currently zoned 'Residential' – owned by Shire, amendment to zoning required	
Existing internal path network		Cannot expand	

Our current zoned off-leash areas are very hard to access without a vehicle and are all on the outskirts of town. The areas are not securely fenced.



## 5. POTENTIAL COSTS

The estimated design and installation cost for the facility will be approximately \$60k to \$90k.

Estimated construction costs are outlined below:

ITEM	TYPE	PRICE	QTY	McKenzie Park	Gnarojin Park
Mesh Fencing*	1.5mtr		800m2	\$5500	\$8500
Entry/Exit double gate system	2.75mtr x 1.5mtr		2 gates / 4 panel holding pen	\$1200	\$1200
Dual Maintenance Gate	4mtr x 1.5mtr		2 gates	\$500	\$500
Kerbing & Line Marking				\$3000	
Gravel & Sand				\$3350	\$5000
Stolons					\$5000
Reticulation				\$10000	\$15000
Signage			Approx	\$3000	\$3000
Bins	240ltr		Approx	\$2000	\$2000
Poop Bags					
Water Fountain	Dog and Human	\$2000	1	\$2000	\$2000
Seats		\$0	\$0	\$0 pre existing	\$0 pre existing
Labour and installation*	Shire works crew x 4			\$13300	\$15000
Plant & Equipment				\$2260	\$5000
Water and Power Connection		\$15000		\$15000	\$15000
Tanks				\$11500	\$9000
<b>Net Project Cost</b>				<b>\$61110</b>	<b>\$86200</b>
<b>Non-Essential Items</b>					
Agility Equipment	Tunnel	\$1500	1	\$1500	\$1500
	Walk Ramp	\$2500	1	\$2500	\$2500
				\$4000	\$4000



## 6. OFFICER'S COMMENTS / PROPOSAL

Gnarogin Park – Former Tennis Court Area, would be the most suitable and user-friendly location. This is particularly due to:

- Large open unused space;
- Existing park infrastructure and internal path network;
- Established parking areas;
- Site is already zoned for on-leash dog exercise;
- Easily accessible by car, mobility scooter and foot;
- Not required as a sporting reserve (i.e. Thomas Hogg oval);
- Within walking distance to the Town Centre;
- Seating already available to fence around;
- Existing and newly planted trees can create additional sound barrier for residential houses nearby; and
- Potential for expansion.

### McKenzie Park

- Established community park, with existing infrastructure;
- Within walking distance to CBD;
- Not required as sporting reserve;
- Seating already available to fence around; and
- Natural shade.

Plans for public consultation are to be entered into after consideration at the August council meeting. This will involve a public survey open to the Shire residents and a formal letter notifying surrounding homeowners of the proposal. Approval from Council to designate this area as “Off-Leash” will also be required via public advertising and an agenda item.

Currently there are over 20 enclosed dog exercise parks within the Perth metro area. The nearest park to Narrogin is in Kelmscott. City of Armadale opened a brand-new facility on 16 April 2018. The addition of this facility to Narrogin may attract more visitors and tourists to the area.

The provision of an enclosed off-leash dog exercise area will result in a number of benefits for the Narrogin community and surrounds, specifically; an increase in responsible dog ownership, an increase in greater community and dog socialisation and importantly an increase to tourism.

## 7. RECOMMENDATION

It is recommended the Shire endorse the design concept and nominate a preferred site location to develop an enclosed off-leash dog exercise area. Site evaluations were undertaken on five (5) potential sites and concluded that the two (2) most suitable locations are: Gnarojin Park Reserve on the site of the former tennis courts and McKenzie Park.

With the recent upgrades to these areas and increasing family/community activities, along with the already established walking paths, seating and access to underground water, it is considered one of these sites would be the most appropriate location.

The facility would incorporate a 1.2m - 1.5m high mesh fenced enclosed area, with twin gate entry within the reserve. Currently there is sheltered seating at both sites, which the fence could be built around, utilising an already existing feature.

It is evident that there is a need and associated benefits that an enclosed off-leash dog exercise area could bring to the Shire. The access to a dog park within the Shire will also encourage travelling dog owners to the location to exercise their dogs in a safe area. Whilst visiting Narrogin, it is assumed they would utilise the local shopping and tourism facilities.

These sites have been recommended for the following reasons:

- Larger Public Open Space, less impact on other reserve users;
- Existing park infrastructure and pathways;
- Accessible parking space / ability to create parking;
- Minimal environmental impact;
- Reserve not required as a sporting area;
- Within the townsite for ease of access; and
- Water and power already available or easy to connect to at both sites.

Research of the past 10 years shows a continuous growth of registered dog numbers as the Shire of Narrogin's population increases.

# UNLEASHED A GUIDE TO SUCCESSFUL DOG PARKS





**2013 Dog and Cat Management Board**

**Government of South Australia**  
GPO Box 1047 Adelaide SA 5001  
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Dr Susan Hazel, Lecturer in Animal Behaviour, Welfare and Ethics, School of Animal and Veterinary Sciences, the University of Adelaide and the numerous students enrolled in the Bachelor of Science (Animal Science) 'Companion Animal and Equine Studies' for conducting dog park surveys from 2010-2012 in the Adelaide metropolitan area.

### Individuals

We also thank the various individuals in local councils who provided information and supported the Dog and Cat Management Board in developing this publication.

Special thanks to Paul Harding, Debbie Saegenschnitter and Di Favier for their feedback. Thanks also to Debra Millikan, Canine Behavioural Trainer.

### Photography

Photographs by Shane Reid of Fotonaut, Fiona De Rosa of Balancing Act Adelaide and Dog and Cat Management Board.

Photos are for illustrative purposes and do not necessarily demonstrate best practice.

## FROM THE DOG AND CAT MANAGEMENT BOARD

The Dog and Cat Management Board has published *Unleashed: a Guide to Successful Dog Parks*, to assist councils in creating well-designed, well-used and enjoyable dog parks.

Section 26A (2) of the *Dog and Cat Management Act 1995* requires each council to create:

'A plan of management, [which] must include provisions for parks where dogs may be exercised off-leash and for parks where dogs must be under effective control by means of physical restraint, and may include provisions for parks where dogs are prohibited.'

The Board is confident that *Unleashed: a Guide to Successful Dog Parks* will be a useful resource to support councils in the planning, design and management of effective off-leash parks. The Guide covers the main issues councils need to address when developing a dog park. It encourages councils to tailor their designs to meet the needs of their community.

We've learnt a lot, as dog parks have been introduced around the world. The Guide reflects that learning and experience.

Dogs continue to be very popular pets in South Australia with 297,714 dogs registered. That's approximately one per every two households in South Australia, which is higher than the national average.

Pet ownership brings considerable benefits to individuals, the economy and the community. Dog parks provide a space for exercising and socialising dogs in a safe and controlled environment for the benefit of both owners and their dogs. This Guide is a useful toolkit for councils to design and introduce the best possible dog parks. We hope to increase the number of happy, healthy dogs and, hopefully, happier, healthier dog owners.

**Ms Jan Connolly**  
Chair  
Dog and Cat Management Board

## FROM THE PLANNING INSTITUTE OF AUSTRALIA (SA)

There are many reasons why this publication *Unleashed: a Guide to Successful Dog Parks* is timely. Firstly, it will be useful to a wide range of people: those involved in planning especially in areas of urban renewal, where the provision of congenial open space and recreational facilities are an essential part of healthy living. Also it identifies fundamental considerations for council staff involved in designing, managing and maintaining dog parks within the context of public facilities and constrained budgets. Then there are the dog owners and families in South Australia who benefit from a clearly designated and safe area in which to socialise and exercise their pets.

The combination of human and canine behavioural characteristics is addressed throughout this Guide, reminding us that there are mutual social benefits involved in dog ownership – whether it be dog with dog, people with dog, or people with each other (and dogs). By making a safe space for companion animals and people dog parks add to the range of recreational experiences that are available within an urban context.

The opportunity to experience a setting devoted to dog and human activity, and to run free, counteracts the boredom of latchkey pets and lack of contact with other dogs. This can reduce the tendency for excessive barking when dogs are under-exercised and their owners are absent. Socialising dogs at an early age can reduce canine aggression and also lead to new friendships and more personable interaction with other people by dog owners.

Proper planning reduces costs and conflicts for local councils, many of whom already provide dog parks within their council areas. A list of available dog parks in South Australia provides useful information and over time, the list will grow as we achieve well designed, higher density living in appropriate urban areas.

I particularly like the emphasis on both human and canine needs and behaviour in this Guide. It reminds us that the benefits of dog ownership include responsibilities to care for the physical and psychological needs of the animal. In turn, mental and physical health benefits of owning (and loving) a dog include reduced social isolation and loneliness, making our urban environment a more connected and sociable place in which to live.

The Dog and Cat Management Board are congratulated on this publication *Unleashed: a Guide to Successful Dog Parks*. It provides a comprehensive aid to everyone involved in planning, design and management of dog parks and develops further the State's strategic priority for *Safe Communities, Healthy Neighbourhoods*. The Guide also complements planning initiatives such as *Streets for People* and *Healthy by Design* and the Planning Institute of Australia's national guide *Healthy Places, Healthy Spaces*.

The Authors, Fiona De Rosa and Kylie Ferguson are planners passionate about pets and as State President I commend them for demonstrating their commitment to good planning.

**Dr Iris Iwanicki, FPIA**  
State President  
Planning Institute of Australia (SA)



# INTRODUCTION

'A dog park is a designated public area that's been set aside for dog guardians to legally exercise, play and socialise with their dogs off-leash in a secure environment. The park is fully enclosed or fenced and has amenities that make it clear that dogs are invited, not just permitted'

(De Rosa, 2013:n.d.)



## ABOUT THIS GUIDE

*Unleashed: a Guide to Successful Dog Parks* is about a new type of park, a park where dogs can play, exercise and socialise off-leash with their owners. In South Australia, and other states of Australia these places are commonly known as 'dog parks' or 'dog friendly parks' and are rising in popularity with demand. It is important to understand that this type of park is different from others as it has to cater for the needs of both animals and their owners.

It is generally the responsibility of Local Government to meet the demand for dog parks. However, there is very little information on how to design parks in a way that takes into account the behaviour of both dogs and humans, let alone addresses safety, amenity and enjoyment.

This Guide will assist local government, developers, state government agencies and consultants to effectively develop and manage successful dog parks – parks which are safe and enjoyable for both people and dogs. It provides practical advice on the planning, design and management of enclosed, off-leash dog parks for both the development of new dog parks and the upgrade of existing dog parks. It recognises that each dog park is unique and needs to be developed to meet the needs of the community, allocated budget and site conditions.

## WHY DO WE NEED A GUIDE?

This Guide has been prepared to address the growing interest and role that off-leash dog parks are playing in our communities. As housing densities increase and backyards become smaller, the role of public spaces to provide meaningful opportunities to exercise, interact and get 'out and about' with our pets is becoming more important.

Local Government is required by legislation to help create dog parks as required under Section 26A(2) of *The Dog and Cat Management Act 1995* (the Act). The Act requires South Australian councils to develop management plans that include provisions for parks where dogs are under effective control by means of physical restraint, and parks where dogs can be exercised off-leash.

Despite these legislative responsibilities and the growing interest in off-leash parks, there is little information and research on the planning, design and management of dog parks in Australia that considers both dog and human needs, and incorporates an understanding of dog behaviour.

*Unleashed: a Guide to Successful Dog Parks* has gathered information from a range of sources from both within Australia and overseas to bring this knowledge together in one document. This Guide provides the basis for a better understanding of what makes a successful dog park. It provides key principles and suggested approaches to assist with the development of new dog parks and upgrade of existing dog parks.

## WHO IS THE TARGET AUDIENCE?

*Unleashed: a Guide to Successful Dog Parks* is aimed primarily at local government; however, the information it contains can also be useful for other stakeholders involved in the planning, design or management of dog parks, such as state government agencies, consultants and developers.

This information can also be a useful tool to assist local government elected members when considering community needs and requirements, prioritisation of issues and budget allocation.

This Guide aims to assist:

- **Local government** – planners, designers, asset managers, compliance officers, open space managers, community engagement officers, animal management officers and maintenance staff involved in planning, design and management of dog parks.
- **State government agencies** – to cater for the needs of pet owners in higher density living including urban renewal areas. Provide opportunities for pet ownership to be integrated within existing government initiatives such as the State's Strategic Priority for *Safe Communities*, *Healthy Neighbourhoods* and related initiatives such as *Streets for People* and *Healthy by Design*.
- **Consultants** – such as urban and regional planners, open space and recreation planners and landscape architects engaged by local or state governments or developers to prepare master plans, concepts, detailed design or undertake community engagement for dog parks.
- **Developers** – to meet the needs of the community in new residential development, provide places for pet owners to exercise their dogs responsibly and address council requirements for provision of open space in new development.

## RESPONDING TO NEW INFORMATION AND RESEARCH

It is intended that this Guide will be reviewed regularly. Dog parks are a new area of study and this Guide should evolve as new findings and research become available including information on emerging dog park practices in Australia, Canada, the United States and United Kingdom.

In addition, your own stories, case studies, issues and experiences in developing new and upgrade of existing dog parks will help inform the next version of *Unleashed: a Guide to Successful Dog Parks*.

Please provide your feedback to the Dog and Cat Management Board via the online form at: [www.dogandcatboard.com.au](http://www.dogandcatboard.com.au) or email us at: [dcmb@sa.gov.au](mailto:dcmb@sa.gov.au)

## How to use this Guide

This Guide presents guiding principles in the key stages of developing a dog park: Planning, Design, Management and Operations.

**It is divided into an Introduction and 5 sections:**

### 1 Context

Background information on pet ownership rates in Australia and growth of dog parks in South Australia. It also provides an overview of the benefits and risks associated with dog parks.

### 2 Planning

Key steps in planning for a dog park including how to get started, assessing potential demand, involving stakeholders and finding a good location.

### 3 Design

Design elements including park layout, activity zones, circulation paths, fencing, entry points, surface materials, plants and amenities. The amenities are categorised according to those that are essential and optional for a dog park.

### 4 Management and Operations

Guidance on maintenance activities, waste management, dog park rules and etiquette, dog park education and evaluation of dog parks.

### 5 Resources

Useful publications, websites, references and a list of enclosed dog parks in South Australia.

# SECTION 1 CONTEXT

## PET OWNERSHIP RATES IN AUSTRALIA

Australia has one of the highest rates of pet ownership in the world with 36% of households owning a dog (Australian Companion Animal Council, 2010).

Although dog ownership is common in Australia, it's becoming more difficult for people to own dogs in urban areas. Dog population numbers in Australia have fluctuated over the last 15 years, with a decrease in dog numbers by 14.9 % since 1998. Some factors that may be directly related to this decline include higher density living, changing lifestyles, environmental concerns and changes in government policy all of which challenge pet ownership (Australian Companion Animal Council, 2010).

Pets clearly play an important part in our lives. Research shows that pets can help improve a person's mental and physical health, reduce the effects of stress, facilitate social interaction between people and build a sense of community (Australian Companion Animal Council, 2010; Petcare Information and Advisory Service, 2012).

'Two in every three homes in Australia have at least one pet. When you consider that lot sizes are getting smaller and census data showing an increase in apartment living, pets need to be catered for in parks and other public spaces'

(Planning Institute of Australia, 2012:n.p.)

## LIVING DENSITIES

The Australian (20 November, 2010) reported that the 2003 year probably reflected a peak in house size, and that house sizes are in fact in decline. In addition, building block sizes are smaller than they were 15 years ago, with Adelaide leading other Australian capital cities, having decreased from an average of 600 square metres in 1995 to 375 square metres in 2010. Dwellings also extend nearer to the boundaries, decreasing the amount of outdoor space available, but also bringing potential noise and nuisance closer to the neighbouring dwellings (Hall, 2007).

This urban density increase in Australia implies a decrease in private outdoor space available for exercising dogs within backyards. In an urban setting, therefore, we can expect that there will be a growing trend to exercise dogs outside of the home. There is an expectation therefore that, as urban areas increase in density, there will be an increased requirement within the community for dog-friendly spaces and places, including dog parks.

## THE GROWTH OF DOG PARKS

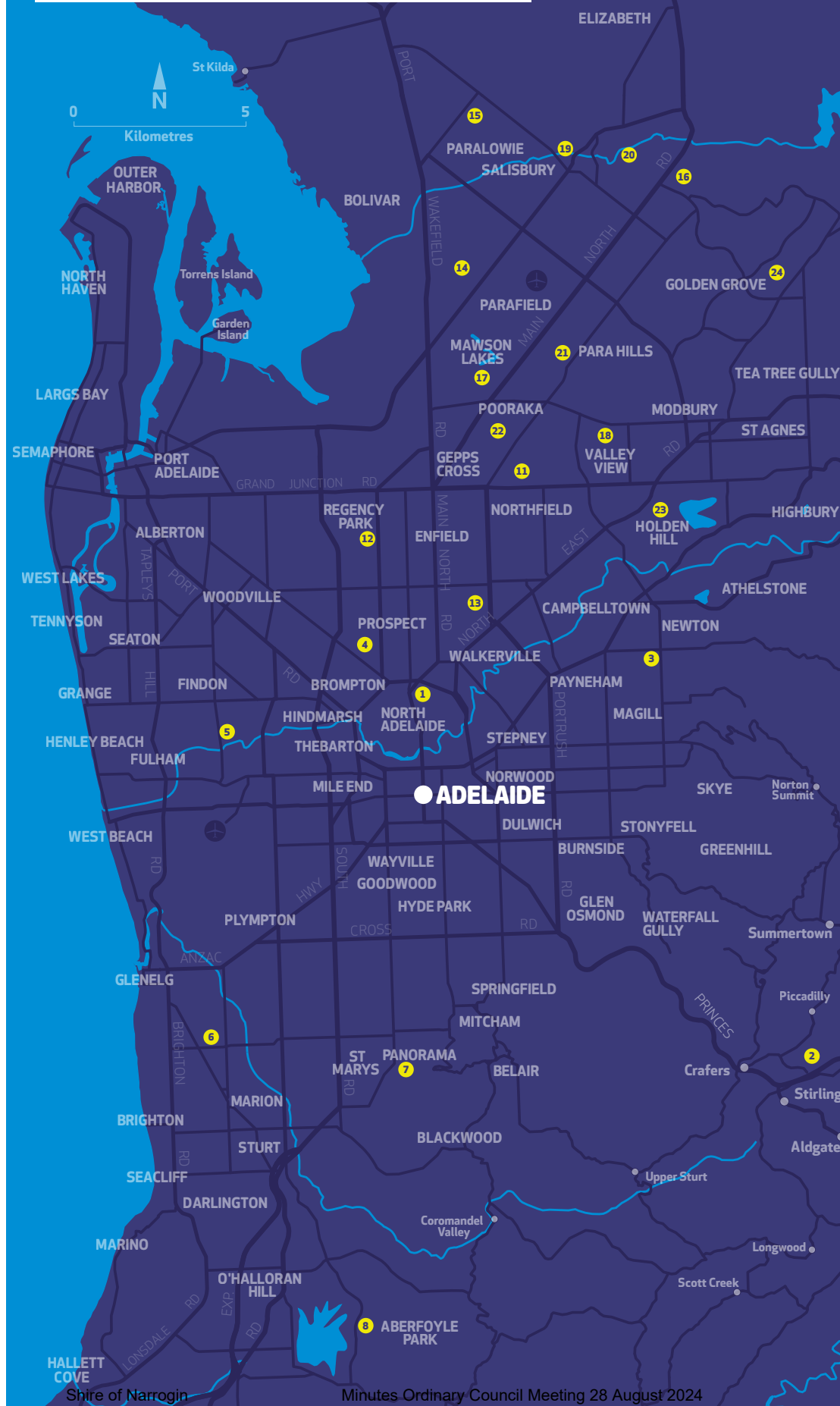
Local authorities are responding to this need to exercise dogs in public places by developing enclosed dog parks. Dog parks have been established state-wide, interstate and overseas as a means of introducing space for exercising and socialising dogs in a secure environment. Dog parks are a relatively new concept in Australia although they have been operating for over 30 years in the United States.

Off-leash dog parks are growing in popularity and demand. In South Australia, they first appeared some 18 years ago with the development of the 'Dog Exercise Park' at Coonalpyn by the Coorong District Council. This was shortly followed by 'Pet Park' at Golden Grove around 1998 by the City of Tea Tree Gully. Today, there are currently 27 enclosed dog parks in South Australia and more are being proposed (De Rosa, 2013).

Dog parks in South Australia vary in location, size, open space classification (e.g. local, district, regional park) dog park type and setting. They are commonly developed and managed by local government, but some developers have been involved in the design and construction of these parks (e.g. Lend Lease developed a dog park 'Pooch Park' in a new housing estate at Blakes Crossing, Blakeview).

The distribution of enclosed dog parks in South Australia is shown to the right.

# Enclosed Dog Parks in South Australia



## Metropolitan Council Areas

- 1 North Adelaide Dog Park**  
Medindie Rd, North Adelaide
- 2 Wright Road Dog Park**  
Wright Rd, Crafers
- 3 Four Paws Park**  
Cnr Montacute & St Bernards Rd, (behind petrol station) Hectorville
- 4 Puppy Park**  
Bolingbroke Ave, Renown Park
- 5 Pooch Park**  
Findon Rd, Flinders Park
- 6 Hazelmere Road Reserve**  
Cnr Hazelmere & Oaklands Rd, Glengowrie
- 7 CC Hood Reserve**  
Cnr Eliza Place & Springbank Rd, Panorama
- 8 Minkarra Dog Park**  
Cnr Happy Valley Drive & Manning Rd, Flagstaff Hill
- 9 Pooch Park**  
Jabez Way, Blakeview
- 10 Stebonheath Dog Park**  
Davoren Rd, Andrews Farm
- 11 L G Lewis**  
Just off Grand Junction Rd, Northfield
- 12 Jack Watkins Reserve**  
Churchill Rd, Kilburn
- 13 Broadview Dog Park**  
Collingrove Ave, Broadview
- 14 Baltimore Reserve**  
Oleander Drive, Parafield Gardens
- 15 Bolivar Road**  
Bolivar Rd, Bolivar
- 16 Canterbury Reserve**  
Canterbury Drive, Salisbury Heights
- 17 Dry Creek Linear Park**  
Park Way, Mawson Lakes
- 18 Golding Oval**  
Cnr Redhill Rd & Kalina Ave, Para Vista
- 19 Happy Home Reserve**  
Waterloo Corner Rd, Salisbury Nth
- 20 Jenkins Reserve**  
Saints Rd, Salisbury Park
- 21 The Paddock Reserve**  
Maxwell Rd, Para Hills West
- 22 Unity Park**  
South Tce, Pooraka
- 23 Bentley Reserve**  
Dog Playground, Gentilly St, Holden Hill
- 24 Pet Park**  
Bicentennial Drive, Golden Grove

## Rural Council Areas

- Dukes Hwy, Tintinara
- Railway Tce, Coonalypyn
- Railway Tce, Tailern Bend

Source: Dog Park Audits  
(De Rosa, 2013)

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**ENCLOSED DOG PARK FACTS**

**Enclosed dog parks in South Australia, 2013**

**How many dog parks?**

27 enclosed dog parks in South Australia

**Where are they located?**

**Metropolitan council areas:**

City of Salisbury: **9**

City of Tea Tree Gully; City of Playford; City of Charles Sturt; City of Port Adelaide, Enfield: **2 each**

City of Onkaparinga; Adelaide City Council; Adelaide Hills Council; City of Mitcham; City of Marion; Campbelltown City Council; City of Prospect: **1 each**

**Rural council areas:**

Coorong District Council: **3**

**Many dog parks are co-located with other community facilities, for example:**

**Minkarra Dog Park**, part of Minkarra Park, Flagstaff Hill is co-located with a skate park; outdoor gym; children’s playground; walking trails; off street parking and public toilets. **Pooch Park**, part of Tedder Reserve, Flinders Park (and part of River Torrens Linear Park) is co-located with walking trails, off street parking and public toilets

**What are the types of dog parks?**

There are different types of dog parks, for example:

**Dog parks for all dogs**

Minkarra Dog Park, Flagstaff Hill; Pooch Park, Flinders Park; Jack Watkins Dog Park, Kilburn; Broadview Dog Park, Broadview; Happy Home Reserve Dog Park, Salisbury North

**Dog parks with separate areas for large and small dogs**

North Adelaide Dog Park, North Adelaide; Bentley Reserve Dog Playground, Holden Hill

**Dog park for puppies**

Puppy Park, Renown Park  
(caters for dogs under 12 months)

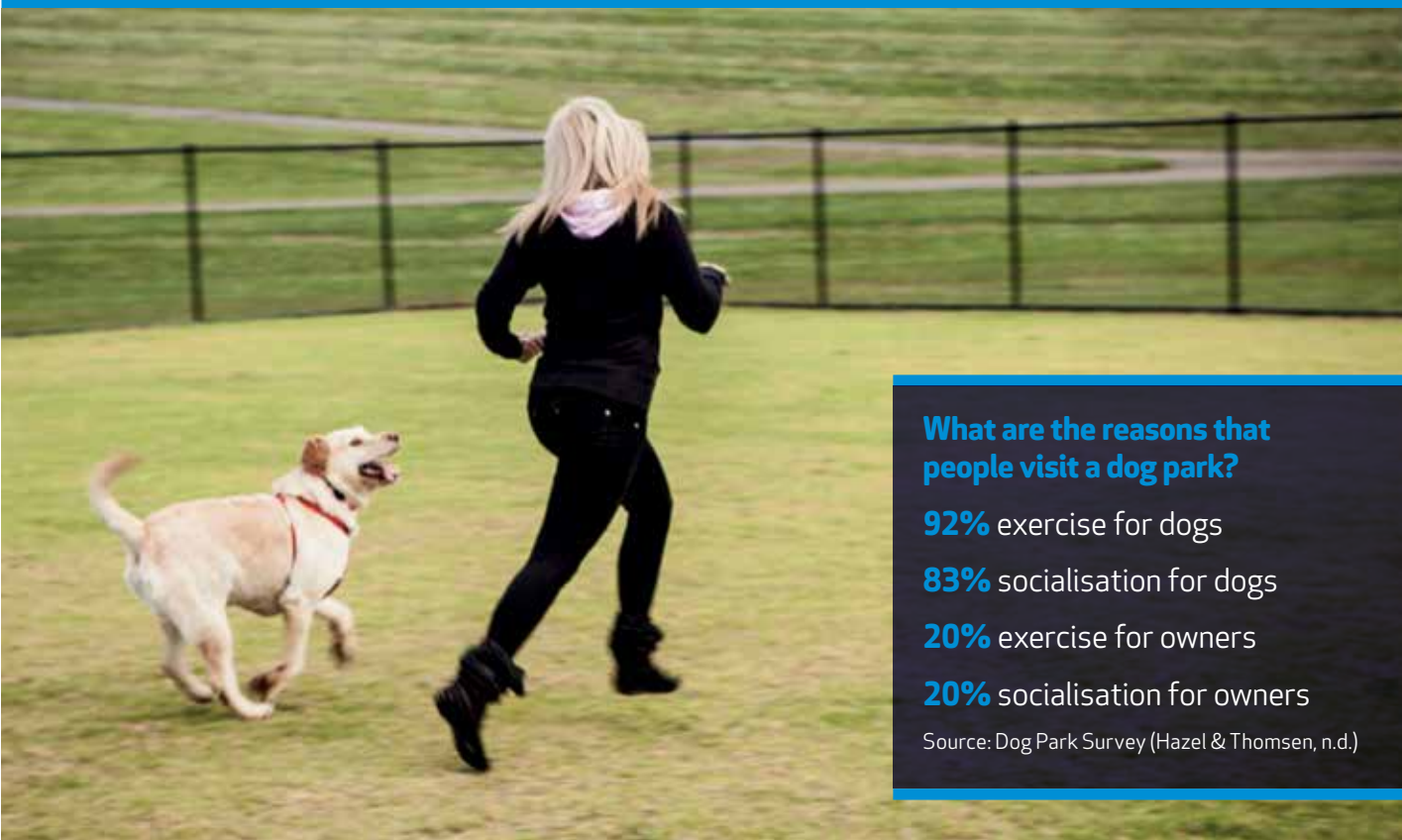
**Who develops dog parks?**

Most dog parks are developed by local councils

Pooch Park, Blakes Crossing, Blakeview was developed by Lend Lease

Also see **Section 5 Resources for a complete list of enclosed dog parks in South Australia.**

Source: Dog Park Audits (De Rosa, 2013)



**What are the reasons that people visit a dog park?**

**92%** exercise for dogs

**83%** socialisation for dogs

**20%** exercise for owners

**20%** socialisation for owners

Source: Dog Park Survey (Hazel & Thomsen, n.d.)

## BENEFITS OF DOG PARKS

Dog parks can provide many benefits for dogs, their owners and the community.

### Benefits for dogs

- **Physical and mental exercise for dogs.** Dog parks can provide opportunities where dogs can get physical and mental exercise. Well exercised dogs are less likely to behave in a destructive or annoying way such as excessive barking.
- **Socialisation for dogs.** Dog parks can provide opportunities for dogs to have frequent interaction with other dogs and people. 'Dogs that are well socialised and exercised are healthier and happier as well as less likely to be aggressive' (Lee, 2007:17).
- **Safe environment for dogs to play.** Off-leash dog parks can provide a secure environment where dog owners can exercise their dogs off-leash and not encounter cars, bikes and other obstacles.

'Dog parks can provide an outlet for natural dog behaviours such as running, chasing, playing and barking with the result that the dog is less likely to engage in such nuisance behaviour at home'

(Larsen Bridge, 2009: n.p.)

### Benefits for people

- **Outlet for dog owners to socialise.** Dog parks can provide a public space where dog owners can interact with each other and form community bonds. It has been established that pets 'act as a lubricant or social contact' and pet owners are 'more likely to exchange favours with neighbours, to be involved in community issues and to have higher levels of social capital' (Wood, 2009:5). Some dog park users have also established face book sites for their parks including: Friends of the North Adelaide Dog Park, Tedder Reserve (Pooch Park) and Wright Road Dog Park.
- **Seniors and disabled owners have an accessible place to exercise their dogs.** Dog parks can provide people with limited access such as the elderly and disabled with opportunities to exercise their dog and provide ongoing social contact (Petcare Information and Advisory Service, 1995).
- **Social well being and mental health.** Dog parks can provide a space where dog owners can feel connected with other human beings improving their mental and emotional health (Planning Institute of Australia, 2013).

### Benefits for the community

- **Responsible dog ownership.** Dog parks can reduce the likelihood of dog owners letting their dog's off-leash in other recreational areas and infringing on the rights of other community residents and park users. They can also provide opportunities to educate dog owners about animal health and welfare and dog park etiquette.

Also see **Section 4 Management and Operations, Dog Park Education.**

- **Affordable recreation option.** A trip to the dog park is a free, outdoor activity where the family can take both their children and their pet (provided they are both under supervision by adults).
- **Resting place for travelling community.** Dog parks can provide a safe resting spot for those owners travelling with their pets 'pet friendly holidays'. For example, the Dog Exercise Area located on the Dukes Highway, Tintinara (Adelaide to Melbourne route) caters for the travelling community.

## RISKS

Although there are many benefits there are also risks and issues that need to be considered when developing a dog park. Good planning, design and management can help reduce some of the risks while poor park design and management can exacerbate the risks.

### Animal and human safety

Safety of people and dogs is perceived as a key concern in dealing with dogs parks. Research shows that injuries to people and dogs from dog bites at dog parks are rare (Arhant et al. 2011; Shyan et al. 2003) however; the perception of risk remains significant and must be considered throughout all stages of developing a dog park.

### Children and dogs

Uncontrolled and unsupervised children can be an issue in off-leash dog parks. Dog parks can be attractive to young children, especially if they contain dog equipment that looks like play equipment which can be mistaken for a playground.

Good design and management of a dog park can play an important role in managing the interactions between children and dogs. To promote public safety, children must be closely supervised by a responsible adult at all times and must not play on equipment dedicated for dogs. There should also be clearly stated park rules and programs in place to educate park users on good park etiquette and staying safe.

Also see [Section 4 Management and Operations; Dog park rules and etiquette; dog park education.](#)

‘Many dog bites occur when children are playing around dogs. Their high pitched noise and uncoordinated attempts at showing affection may cause the dog to feel threatened and it may act defensively or trigger a chase response.’

(Royal Children’s Hospital, 1997:5)







## Dog behaviour

‘The real problems, both short and long term are behavioural, and often owners contribute to these problems because they don’t recognise or don’t interpret correctly what their dogs are doing and learning.

Some problems cause difficulties only when dogs are meeting and interacting with other dogs, and others cause future behaviour to deteriorate and others directly impact on the dog/owner relationships’ (King and Long, 2004:2).

The issue of dog behaviour is closely related to the owner’s knowledge and supervision of their dog. Some dog owners let their dogs engage in inappropriate behaviour as they may not be aware of their dog’s behaviour or the signs of inappropriate play.

Some dogs are unsuitable for off-leash dog parks and some dog behavioural issues can be avoided by not bringing unsuitable dogs into a park. The American Society for the Prevention of Cruelty to Animals (2013) suggests that the following dogs are not suitable for a dog park experience:

- Aggressive dogs
- Undersocialised, fearful, anxious dogs
- Unvaccinated puppies
- Females in heat and un-desexed males.

Larsen Bridge (2009) also states that easily aroused dogs, bully dogs, territorial dogs, resource guarding dogs and dogs with signs of infectious disease as unsuitable for off lead running with other dogs.

‘The most basic problems associated with dog parks can be avoided completely by not bringing inappropriate dogs. Dog parks are not a joyful experience for all dogs’ (Smith, 2007:10).

## Health risks

Dogs have the potential to carry and spread certain infections to other dogs, and to humans (known as zoonoses). Infections generally spread to humans via exposure to contaminated faecal matter, although being in close proximity to dogs may also aid transmission. In Australia, dogs can transmit any number of infectious agents to humans including: Hookworm, Hydatid disease, Diarrhoea, Leptospirosis and Q Fever (Hayward 2004). Viruses are not usually added to the list as viral infections are not likely to be contracted by humans from dog faeces (Hayward 2004). The provision of adequate bins and faeces collection bags is essential in all dog parks.

## Local impacts

Communities may fear impact on the local amenity or character of their neighbourhood including:

- Potential noise and odour problems
- Parking congestion in residential streets
- Dogs off-leash when walking to and from the dog park
- Potential environmental and wildlife impacts.







## SECTION 2 PLANNING

The prospect of developing a dog park can be daunting but having a clear idea of key questions that need answers and steps to follow can make the process a lot simpler. Here are some initial steps to help plan for a dog park.

### HOW TO GET STARTED

Like most projects, sound planning and good preparation are key to long-term success. Planning for a dog park is not that different to planning for other parks, except that in this instance the needs of both dogs and humans must be integral to the planning and design process. Developing a dog park is more than putting a fence around some vacant land.

It is important to understand what a dog park is, the different types of dog parks and how dog parks contribute to a broader network of open space. A dog park is a type of recreational space that may sit within a network of local, neighborhood parks and district or regional parks. However, dog parks are only one way for dog owners to exercise their dogs off-leash. Other opportunities for off-leash areas may be available within the council area such as beaches, trails and reserves or parks.

At the initial planning stage it may be useful to visit some existing dog parks to better understand what they look like, how people and dogs use the park, their setting, size, shape and their associated amenities. Consider visiting some of the dog parks described in this Guide - a lot can be learnt from experiencing the space first hand.

Also see [Section 5 Resources; Visiting a park.](#)

### IS THERE A DEMAND FOR A DOG PARK?

To better understand the potential demand and visitor profile for a dog park considering the following information may be useful.

Demographics:

- A review of dog registrations in your council area
- The Australian Bureau of Statistics (ABS) contains data on population density and local household sizes and/or information on new developments in the area, which can help, determine the potential demand for a dog park.

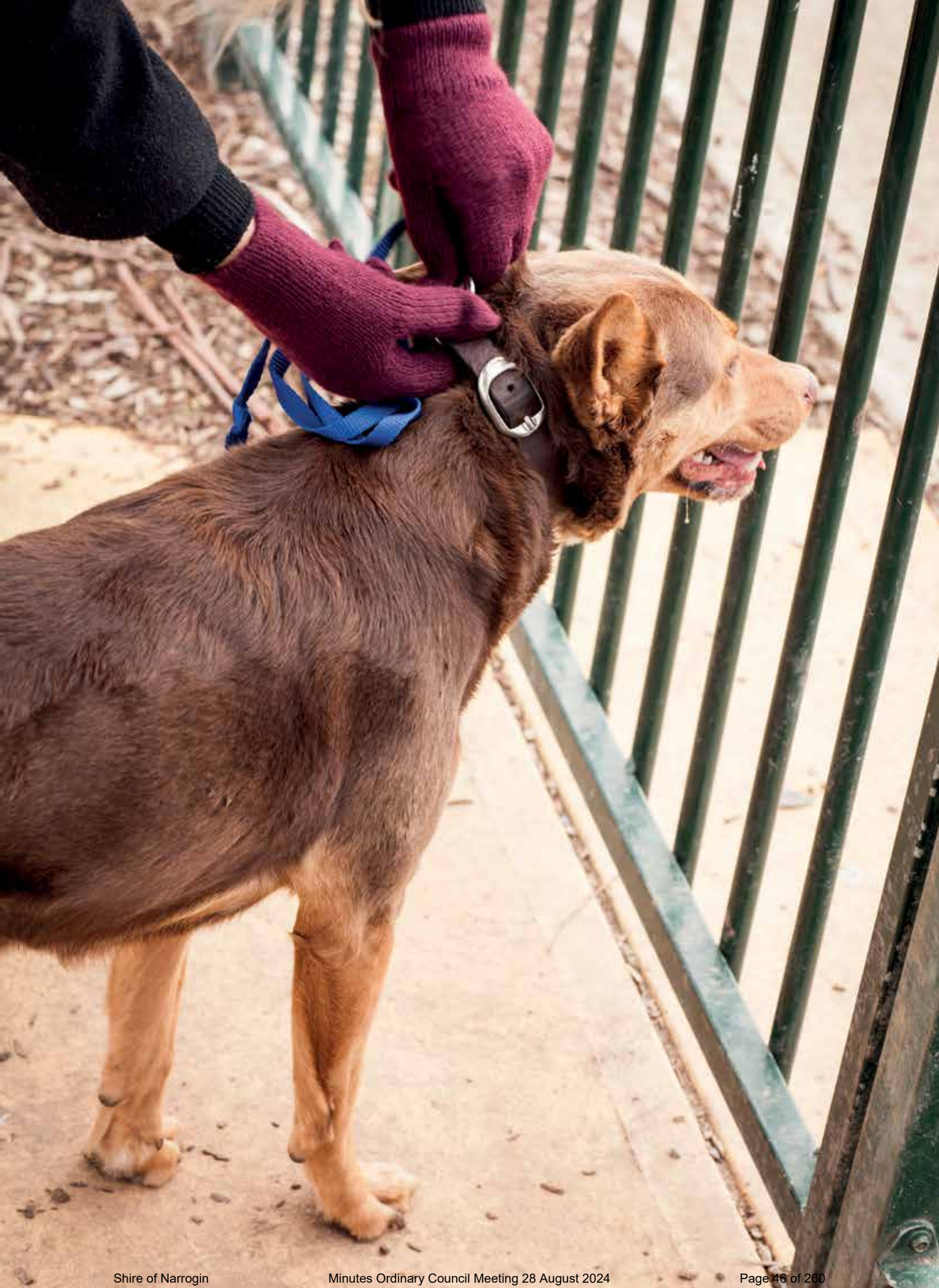
Existing off-leash areas (including dog parks):

- What other opportunities exist for dogs to be off-leash in the immediate and surrounding areas? How far away are they? Are there any major physical obstacles such as a main road or train line that make it difficult for people to access? Are they under-utilised, popular with a steady use, or over used?
- The off-leash policies of neighboring councils may also impact on potential demand.

Potential dog park users:

- Are the park users likely to be local residents or will they come from outside the area?
- The demand may have already been raised by the local community or alternatively it may be useful to undertake a survey to identify potential users
- Relevant studies including data from the University of Adelaide on dog park visitation in the Adelaide Region.

Also see [Section 5 Resources; Dog park survey.](#)





## WHO SHOULD BE INVOLVED IN THE PLANNING PROCESS?

### Local community

Engaging the community is essential. This can help to determine the level of acceptance for a dog park and the likely benefits it may bring to the community. Engaging the community in the planning process can increase the level of ownership and care for the park including opportunities to feedback on the site selection process. It is important to identify and address the community's concerns and issues throughout the process.

Potential stakeholders to engage include:

- Dog owners
- Local residents including non-dog owners
- Community interest groups
- Schools.

In addition to one-to-one stakeholder engagement, community workshops, surveys or online forums can be useful mechanisms for engaging the community.

### Dog organisations/Animal professionals

Potential stakeholders to engage include:

- Dog organisations (e.g. Association of Pet Dog Trainers Australia Inc.)
- Professionals in the dog industry (e.g. positive reinforcement dog trainers and qualified dog behaviour professionals).

Some examples of consultation reports are included in [Section 5 Resources; Local council resources](#).

### Council stakeholders

It is important that key council staff engaged in the planning, design, management, maintenance and compliance of dog parks are well informed and involved throughout the planning process to ensure all facets of a dog park are addressed to reduce the risk of future management and maintenance issues.

A workshop with all key staff (and potentially some elected members) may be useful at this early stage of planning.

## COSTS

Although it may not be possible to develop accurate costs during this planning stage, it is important to develop a sound appreciation of the construction and maintenance costs to use as a guide, and to inform the overall budget.

Some of the key stages and budget considerations include:

- Planning (e.g. feasibility study)
- Design fees (e.g. park design) particularly if professional services are required
- Construction
- Maintenance.

As a guide the key components of the construction stage are listed below.

To provide an idea of likely costs some examples of feasibility reports for existing dog parks which include cost estimates are included in [Section 5 Resources; Local council resources](#).

## KEY COMPONENTS FOR A DOG PARK

### Core infrastructure

- Perimeter fencing (this is likely to be the biggest single cost)
- Entry gates/ doggy airlock (2 gates per entry)
- Service (maintenance) gates
- Pathways (internal and external)
- Ground surfaces (e.g. grass, mulch, gravel, sand, concrete)
- Landscaping (e.g. vegetation, screen planting, mounding)

### Essential amenities

- Drinking water fountains (including plumbing & drainage)
- Bins and bag dispensers
- Shelter
- Seating
- Signs (e.g. directional and park rules)

### Optional amenities

- Site lighting
- Facilities (e.g. toilets)
- Notice board
- Dog equipment







**LOCATION**

The site for a dog park is often dictated by the location of available land; however, this may not always be the most appropriate location. A good location should:

- Be easily accessible by road
- Have adequate space for off-street parking
- Have connections to existing pedestrian paths and trails
- Be within walking distance of residential areas
- Have good surveillance from public areas (not an isolated site).

Other considerations include:

- Proximity to compatible uses/activities or other community facilities
- Some natural vegetation and topography
- Good drainage.

**PARKING AND ACCESSIBILITY**

Research shows that 68% of park users in the Adelaide region drive to dog parks (Hazel and Thomsen, n.d.) which indicates that parking is an important issue.

Off-street parking should be considered, particularly where visitors are likely to be from outside the area and beyond walking distance from the park. This is especially important if there is limited availability for on-street parking and the park is likely to receive high visitation.

The transition from the car park to the designated entrance of the dog park needs to be direct and safe. Locating off-street parking as close as possible to the dog park entrance is important in order to discourage owners letting their dog off-leash to and from the park and to reduce any potential conflict with nearby facilities/activities.

**CONNECTIONS TO EXISTING PATHS AND TRAILS**

Making it easy for people to walk their dog to the park by locating the park near existing path and trail networks should be a priority due to the significant public health benefits to be gained.

**OTHER FACILITIES**

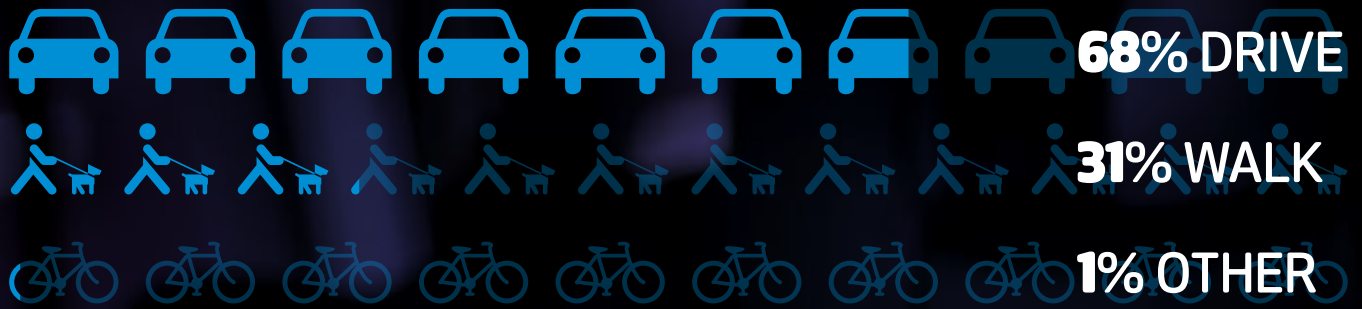
It is useful to consider locating a dog park near other community facilities as this can deliver other benefits including:

- Improved casual surveillance as the more people ‘out and about’ in the park, the safer it can be. This is also consistent with the South Australian Police, Crime Prevention through Environmental Design principles (CPED)
- Shared infrastructure and associated costs such as parking, lighting and public toilets
- Opportunities for families to enjoy a range of activities at a single location.

This practice is sometimes known as co-location. In South Australia, some dog parks are co-located near other facilities such as walking trails, reserves or other recreational spaces including ovals, tennis courts, playgrounds, outdoor gyms, skate parks and BBQ/picnic areas. Some of these facilities and activities are more compatible with a dog park than others.

The compatibility of a dog park with other activities is important, particularly en-route to the park. For instance, it is not a good idea for activities that may cause potential conflict to be located near dog parks such as BMX tracks, ball play areas or unfenced children’s playgrounds. In these circumstances, it is important that adequate measures be in place to minimise potential conflict.

## HOW DO PEOPLE TRAVEL TO A DOG PARK?



Source: Dog Park Survey (Hazel & Thomsen, n.d.)



**SIZE**

There is no simple formula for an ideal park size, and in many circumstances the size of the park is influenced by the amount of land available or the type of open space (i.e. local, district or region) proposed for the park.

A major consideration in determining an appropriate size is the expected number of users although this may be difficult to ascertain and may be influenced by the number of other off-leash parks in surrounding areas. In addition, a park that caters for the travelling community in a rural town would not require as much space as a destination park that gets regular, high use from external visitors to the area (e.g. North Adelaide Dog Park).

However size does matter and generally, larger parks are better.

‘The area should be big enough for dogs to run around and space themselves out. If there’s not enough square footage available, a park can easily get crowded. Crowding can lead to tension among dogs and, as a result, fights can erupt’ (American Society for the Prevention of Cruelty to Animals, 2013:n.p).

The design and layout of the space also has a major influence on the effectiveness of the park as a dog park.

Also see [Section 3 Design](#).

**Examples of dog park sizes in South Australia**

Some examples of dog park sizes (based on approximations) include:

- North Adelaide Dog Park, North Adelaide – 17,000 m<sup>2</sup> (includes section for small and large dogs)
- Pooch Park, Flinders Park – 7,000 m<sup>2</sup>
- Bentley Dog Park, Holden Hill – 5,000 m<sup>2</sup> (includes section for small and large dogs)
- Stebonheath Dog Park, Andrews Farm – 2,800 m<sup>2</sup>
- Jack Watkins Park, Kilburn – 2,400 m<sup>2</sup>
- Puppy Park, Renown Park – 2,200 m<sup>2</sup>
- Broadview Dog Park, Broadview – 2,000 m<sup>2</sup>
- Four Paws Park, Hectorville – 1,800 m<sup>2</sup>
- Dog Exercise Area, Tintinara – 400 m<sup>2</sup>
- Dog Exercise Area, Coonalypn – 100 m<sup>2</sup>.

Source: Dog Park Audits (De Rosa, 2013)

Advantages of **larger sized parks** include:

- Less wear and tear of ground surfaces
- Reduced overcrowding of dogs
- Less stressful for dogs
- Cater for more park users
- Provides a destination park, particularly if co-located with compatible activities
- Provides opportunities to create different activity zones within the dog park.

Also see [Section 3 Design](#).

Disadvantages of **larger size parks** include:

- Increased costs for core infrastructure (e.g. perimeter fencing, ground surfaces)
- More maintenance required
- High visitation and overuse encouraged
- Greater demands on parking
- Traffic issues in surrounding streets
- Generation of community resistance by using significant sections of open space.

Advantages of **smaller sized parks** include:

- Provide a local community focus
- Provide off-leash opportunities in inner city locations
- Cost less to construct
- Address specific needs e.g. a dog park for the travelling community.

Disadvantages of **smaller sized parks** include:

- Lead to overcrowding and potential dog to dog conflict
- Be overused, leading to deterioration of ground surfaces
- Inattentive owner behaviour.

‘A small fenced area does not encourage people to walk with their dogs, but rather to stand around socialising. This increases the risk of inadequate supervision of dog behaviour’

(McArthur, 2007:85).



## EXAMPLES OF DOG PARK SIZES (BASED ON APPROXIMATIONS)

North Adelaide Dog Park, North Adelaide **17,000 m<sup>2</sup>**

Pooch Park, Flinders Park **7,000 m<sup>2</sup>**

Bentley Dog Park, Holden Hill **5,000 m<sup>2</sup>**

Stebonheath Dog Park, Andrews Farm **2,800 m<sup>2</sup>**

Jack Watkins Park, Kilburn **2,400 m<sup>2</sup>**

Puppy Park, Renown Park **2,200 m<sup>2</sup>**

Broadview Dog Park, Broadview **2,000 m<sup>2</sup>**

Four Paws Park, Hectorville **1,800 m<sup>2</sup>**

Dog Exercise Area, Tintinara **400 m<sup>2</sup>**

Dog Exercise Area, Coonalypn **100 m<sup>2</sup>**

Source: Dog Park Audits (De Rosa, 2013)





## SHAPE

The shape of a dog park is usually determined by the site availability, topography, vegetation, site boundaries and adjacent land uses and activities. The shape can have a significant influence on the layout and circulation patterns within the park.

Also see [Section 3 Design](#).

Linear and non rectangular shapes should be considered as they offer more opportunities to encourage park users to move and be more active through the park.

**Linear shapes** encourage people to move through a space and promote exercise by walking rather than standing in one spot. This has the additional benefit of reducing the concentration of dogs in one location by dispersing dogs and people throughout the park.

**Irregular (odd) shapes** work better than rectangles. They provide more opportunities to create spaces for dogs to 'get out of the main flow of traffic and ways to take a break from or avoid high-energy body-slaming canines' (Smith, 2007: 26).

These issues are further discussed in [Section 3 Design](#).







## SECTION 3 DESIGN

The design of a dog park does not have to be complicated but it does need to be well considered. Just as designing a good playground for children requires a sound understanding of how children play, explore and learn, the design of a dog park requires an understanding of dogs' needs and their behaviour.

At this stage of the process, it is very important to link dog behaviour with design as this influences how dogs interact with each other and with humans in the park. If this link is not considered it can impact on dog behaviour, maintenance, wear and tear of surface materials and costs associated with the park.

### PARK LAYOUT

Park layout is one of the most important elements in the design of a dog park as this can influence the interactions within the dog park. It influences how dogs interact with each other, with people and how people interact with each other.

'Many dogs may be sociable and friendly in one park but less so in another and the reason will often reflect the dog park's design'

(Larsen Bridge, 2007:n.p).

### ACTIVITY ZONES

A variety of spaces or activity zones should be created within the dog park.

- Activity spaces or zones offer dogs a range of opportunities including active running as well as quieter environments where they can sniff, play and interact with their owners, and play one-on-one with other dogs away from the high running areas.
- Activity zones also help in dispersing the dog and human traffic throughout the park, and the spread of wear and tear on the ground surfaces.
- Activity zones can be created by using earth mounding or vegetation to create visual barriers within the park to interrupt dogs from running towards each other and body slamming each other (King and Long, 2004). They also provide a natural refuge where dogs can get away for 'time out.' It is not recommended to have fenced areas within the dog park for 'time out' zones.

### CIRCULATION PATHS

Walking paths and/or trails within the park encourage dog owners to walk with their dogs rather than standing in one place. This helps reduce congestion and the concentration of dogs in one particular location and the potential for dogs to form into loose groups (Smith, 2007).

'Many older dogs are really not that interested in playing with other dogs but do love to run and explore. Paths that encourage owners and dogs to keep walking are best for enhancing the dog/owner relationship and preventing dog to dog conflict' (Larsen Bridge, 2007:n.p).









  
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## FENCING

Secure perimeter fencing should be provided to discourage dogs escaping under, over or through the fence.

- The fence should be around 1.7-1.8m in height to discourage dogs jumping over it. Susyn Stecchi (n.d.) has audited over 100 dog parks in the United States and recommends the fence to be at least six feet (1.8 m).
- Constructing the fence with a concrete plinth will also assist with maintenance and prevent smaller dogs escaping under the fence. For example, Minkarra Dog Park, Flagstaff Hill located near a busy road used a chain mesh fence 1.7m high with a concrete plinth. The plinth also serves as a mow strip.
- Moveable fencing may also be considered to close off areas of the park for events, or to allow for maintenance and/or turf regeneration.
- It is desirable to select a fencing material that provides good visibility so that park users can see activity inside and around the park.

## ENTRY/EXIT POINTS

Providing multiple entry/exit points serves to minimise dog and human congestion at these locations and reduces wear and tear on surface materials. If there is only one main entry/exit point, dogs tend to converge on the newcomer, which can be a potential source of conflict.

- Entry/exit points should be clear of physical structures and amenities such as shelters, benches or drinking fountains to discourage dogs and people congregating.
- A separate entry for maintenance/service vehicles (i.e. council and emergency vehicles) should be provided away from the main entry/exit gates.

## GATES

Double-gates should be provided to prevent dogs escaping from the park. The double gates provide a 'safety airlock' where park users transition from the external, on-leash environment to the internal, off-leash environment of the dog park.

- The safety airlock is a high traffic area and surface materials need to be durable to withstand high usage and be dog friendly (Also see surface materials).
- Gates should be fitted with self-closing child-proof locks to prevent dogs escaping and unsupervised children entering the park.
- Screening the entry gates from other dogs within the park can help avoid the potential for dog conflict when entering.



**SURFACE MATERIALS**

- Surface material choice can have a big impact on the appearance and experience at the dog park. This is a difficult issue to provide advice on because there is limited research on suitable ground surfaces for dog parks.
- A combination of surface materials should be used to match the activity zones (also see park layout) and corresponding intensity.
  - All surface materials must be ‘dog friendly’. Asphalt is not considered a suitable option because it can get ‘too hot in summer for dogs to walk on, and can possibly tear or burn the pads of their feet’ (Stecchi, n.d.:03-13).
  - Surfaces should be selected to deter dogs from moving too fast and getting up too much speed in the park.
  - Well drained, durable, all weather materials are required for high traffic areas such as the safety airlock.

**What kind of surface materials are best?**

Different materials have their own advantages and disadvantages and when selecting a surface material for an activity zone the intensity of use should be considered along with drainage, topography and maintenance requirements.

For example, grass has shown to be a poor surface for high running areas (active zones) in a dog park as it tends to deteriorate quickly, dust forms, and requires repair or replacement.

Concrete may be appropriate for surfacing in the safety airlock, a high traffic area.

- Some of the different surface materials used in existing dog parks in South Australia includes:
- Grass or turf
  - Sand
  - Concrete
  - Bare earth
  - Gravel
  - Asphalt
  - Mulch/bark chips.

**PLANTING**

- Landscaping and plants add to the amenity of the park, but it is important to ensure that plants are non-toxic and non-irritating to dogs.
- There are many plants that have seeds, stems, leaves, fruits or flowers that are irritating and/or toxic to dogs, and these plants should not be used either inside or on the way to a dog park.
  - Consider introducing plants with various textures to enrich the dogs experience at the park.

Also see [Section 5 Resources; Selecting plants.](#)

- Some questions to guide the selection of surface materials include:
- Is it dog friendly?
  - Can the material withstand the wear and tear of dogs running?
  - Can the surface help reduce dogs getting up too much speed?
  - Does the material emit dust and if so, how will the dust be controlled?
  - Is the material durable, will it last in a high activity area?
  - What maintenance will be required?





## ESSENTIAL AMENITIES

### Drinking water and shade

Drinking water for both dogs and humans is required inside the dog park. Dogs cannot cool themselves as efficiently as humans, therefore, they must have access to water and shade. It is recommended that more than one drinking water fountain be provided in the park. It is common in South Australian parks to have combined drinking fountains and water bowls catering for both dogs and humans.

In providing drinking water bowls/fountains, it is important to consider:

- Adequate drainage around the water bowl to reduce water logging and mud
- Location of the water bowl away from the main entry gates to discourage dogs congregating in high traffic areas
- Suitable water bowls that are large enough for all dogs to use and easy to clean and maintain.

Shade should be provided so dogs can rest, cool themselves, and protect themselves against the weather. Trees as a natural source of shade are preferable, although they may need protection from urinating dogs until established.

### Seating

Seating location and materials are an important consideration in the design stage. Some considerations include:

- Seating should be located away from entry/exit gates to avoid congestion
- Keep seating to a minimum, as people tend to sit down, socialize, and do less interacting with their dog. It is better to encourage dog owners to keep moving through the park, interacting and staying connected with their dog (also see circulation paths)
- Seating should be positioned to provide unobstructed views of the dog play areas
- Benches that surround trees are a good choice because they help protect the trees from dog urinating.

### Waste disposal

Bag dispensers and waste bins should be considered at appropriate locations in and around the park for cleaning up after dogs.

- Consider bag dispensers with a locking device to prevent bags being pulled continuously and scattered in the park.
- Provide waste bins of a sufficient size and number to accommodate the expected demand.

Also see [Section 4 Management and Operations; Waste management](#).





## Signs

Directional signs should be located in areas of high visibility to clearly direct park users to the designated dog park. Information signs should be located within the park to prompt appropriate park user behaviour.

Park rules should be located in high visibility areas en route to the park but at a distance from the main entry gates to avoid congestion, but not too far as that will discourage people from walking over to read them.

Park rules should be presented in a friendly, easy to read and positive manner with consideration given to users who may not have English as their first language. Consider using signs that convey positive language or tone and icons or diagrams to reinforce key messages.

### Some key messages

- Pick up after your dog
- Always supervise your dog
- Dogs must be under effective control at all times
- All dogs must have up-to-date vaccinations
- Report all dog attacks
- Close the gate properly
- Remove your dog if it annoys, intimidates or becomes aggressive towards other dogs
- All children entering the park must be actively supervised by an adult
- Park not suitable for puppies
- Number of dogs allowed per person

Clear simple messages using symbols on attractive signs will gain attention and engage dog owners.

Also see [Section 4 Management and Operations; Dog park rules and etiquette.](#)



# Clean up after your Dog



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## OPTIONAL AMENITIES

### Site lighting

Site lighting is sometimes provided to extend hours of park use, particularly during winter months. However, lighting should be compatible with adjacent land uses, particularly in residential areas.

- For example, site lighting has been installed in some dog parks in South Australia including: Happy Home Dog Park, Salisbury; Broadview Dog Park, Broadview (solar lighting) and Pooch Park, Flinders Park.

### Dog equipment

Providing equipment for dogs to practice their natural skills can be a bonus and this could include: tyres, logs, boulders, tunnels and other elements to enrich a dog's experience at the park.

- Dog equipment such as jumps, bridges with sloping sides and A-Frames can present issues if dogs and their owners have not been trained in their proper use, and may pose a safety problem to dogs (McArthur, 2006).
- Audits of over 160 dog parks in the United States found that agility equipment:
  - falls into rapid decay from non-use or misuse
  - are used by very few people for their dogs
  - is used by children as a playground
  - is a waste of space and money unless you have users who are committed to using them (Stecchi, n.d).
- It is recommended that puppies under 12 months of age do not use this equipment as puppies have soft bones and joints, which are easily injured (McArthur, 2006).
- If dog equipment is considered it should be located away from entry/exit points and high running areas (active zones).

### Facilities

Providing facilities such as public toilets should be considered where appropriate.

### Notice board

Providing a public notice board can assist park users to obtain useful information on animal health, welfare and safety and community events in the dog park e.g. dog park education sessions. A notice board also provides an opportunity for the community to exchange information.

- Notice boards for public use should be located outside the park and away from the main entry gates. They could be situated alongside the park rules (also see signs).

### Picnic tables

Picnic tables should not be located inside the dog park as they encourage food in the park.

- These facilities must be accommodated outside the dog park, at a good distance from the dog park entry gates.





## TOP 5 - MOST LIKED DOG PARK ATTRIBUTES ACROSS COUNCILS

- 1 Space/size
- 2 Fences/gates
- 3 Dog socialising
- 4 Water availability
- 5 Location/access

Source: Dog Park Survey (Hazel and Thomsen, n.d.)



## SECTION 4 MANAGEMENT AND OPERATIONS

Ongoing management and efficient day to day operations or maintenance are essential to the long term success of a dog park. Although timely and regular maintenance is a key factor in the successful operation of any open space, dog parks have some unique characteristics and requirements that need to be addressed to provide a positive experience for both dogs and their owners.

### MAINTENANCE

Allocating a budget for monetary costs and staff resources for ongoing maintenance is essential. It is ideal that this be given consideration at the planning stage (also see Section 2 Planning; Costs). Although good design and sound construction may entail higher initial project costs this needs to be considered in balance with higher long term maintenance costs associated with poor choices of materials and/or inappropriate placement of amenities.

Regular and effective monitoring of the spaces and the elements within it is important as it helps identify existing and emerging issues associated with a dog park including:

- Deterioration of surface materials
- Poor drainage
- Site amenities in poor or unsafe condition
- Ineffective gate closures and fencing.

It is suggested that a regular maintenance program be developed for each dog park site that outlines activities that need to be undertaken and the frequency they need to occur: daily, weekly, monthly, quarterly or annually.

Some of the key maintenance activities include:

- Picking up uncollected dog waste from the site
- Emptying waste bins
- Re-supplying dog waste bags
- Fixing broken or weathered signs
- Filling holes dug by dogs
- Pruning of plants
- General cleaning and deodorising
- Maintaining and replacing surface materials
- Deficiencies in facilities e.g. drainage and erosion
- Repairing perimeter fencing and gate locks
- Repairing, replacing, park furnishings and dog equipment.

The engagement of park users in the day-to-day maintenance of a dog park is a model that could be considered as this can facilitate a sense of ownership and provide a more immediate response to issues that arise. This has the added benefit of reducing council costs and staff resources. For example, the Alexandrina Council has implemented a program 'Adopt a Dispenser' where community members take responsibility for looking after a dog bag dispenser including re-stocking of plastic bags.

Technology such as 'apps' for park users to report issues with physical site conditions and maintenance needs could be considered to provide timely monitoring of maintenance or management issues e.g. Snap Send Solve.



## WASTE MANAGEMENT

Parks should be fitted with dog waste bag dispersers and bags, and bins to allow the correct disposal of faecal material and other waste.

Waste bins should be emptied more frequently than a conventional council bin, especially during warm to hot weather when unpleasant odours can be a problem.

## DOG PARK RULES AND ETIQUETTE

Establishing a consistent set of dog park rules that apply to all dog park sites within a council area can help increase compliance amongst park users. However, rules can only go so far and should be part of an overall education program to promote good dog park etiquette and culture amongst park users (also see section on Dog Park Education).

- Promoting park rules and etiquette by distributing brochures with dog registration mail-outs to rate payers and residents should also be considered as an effective communication and educational tool.
- Dog park rules should be located in high visibility areas en route to the park at a distance from the main entry gates to avoid congestion but not too far that people are discouraged from walking over to read them.
- Rules should be presented in a friendly, easy to read and positive manner.

Also see [Section 3 Design; Essential amenities.](#)

**Below are some examples of dog park rules and etiquette in Australia and the United States.**

### Belconnen Dog Park, Lake Ginninderra, ACT, Australia

#### Please Do

- Keep walking - this will reduce territorial behaviour
- Stay alert and focused on your dog at all times
- Keep your dog under effective control and leave if it becomes aggressive
- Bring plastic bags and clean up after your dog – bins are provided
- Limit dogs you bring to two per owner if possible

#### Please Don't

- Come into the park if your dog is unvaccinated, aggressive or on heat
- Bring puppies that have not completed their vaccinations
- Come into the enclosure if it is already crowded
- Bring in food and toys
- Bring in children without careful adult supervision

## Dog parks.com, USA

- Never leave your dog unattended and always keep your attention on your dog
- Desexed animals are recommended
- Do not bring more than two or maybe three dogs. It subjects parks to overuse, and if they are not your dogs, you may not have full control over them. It is hard enough for many people to watch one dog!
- Keep your dog on-leash until you get to the off-leash area. This is not just respectful to other park users, it's much safer for your dog
- If you must bring children to a dog park, supervise them closely
- Do not smoke or eat while at the park. Cigarette butts and food wrappers are tempting treats to dogs, but bad for them
- Always clean up after your dog

## The Marin Humane Society, Dog Park Rules, USA

- Dogs must be healthy and vaccinated
- Dogs under 4 months of age are prohibited
- Children are not allowed in the enclosed areas unless accompanied by an adult. Small children should not be brought into the dog parks, as they are at risk of inadvertent harm from playing dogs. While in the dog park, children should not scream, chase, or run around the parks. Children should not be left unattended in the dog parks at any time
- Dogs must be desexed
- Dogs must not be left tied outside the dog parks
- Dogs must be leashed prior to entering and upon leaving the enclosed park areas
- Dog guardians must have a leash in hand at all times, so that they may quickly remove a dog from the park if it behaves inappropriately
- Guardians must be in the park, within view of, and able to maintain voice control over their dogs at all times
- Guardians must clean up after their dogs
- No smoking or alcohol permitted in the dog parks

Also see [Section 5 Resources; Dog park rules and etiquette.](#)

## DOG PARK EDUCATION

Dog parks are established on the concept that park users will police themselves and each other rather than be subject to law enforcement personnel. Therefore, investing resources into education sessions for park users on what constitutes good dog park etiquette and how to stay safe is important, and provides an opportunity to address issues in a more positive manner.

- Dog park education sessions are common in some jurisdictions in the United States. In these jurisdictions, the sessions are mandatory for all dog park users, and only upon completion are they granted access to the park via a swipe card.
- In South Australia, dog park education is slowly being recognised as an important element of dog park management.

‘Many dog guardians don’t know how to recognise if their dog is being bullied or being the bully or what good and bad play looks like. Dog park education needs to address concepts such as: basic park manners and skills, how to read dog body postures, and how to keep both dogs and people safe’

(Debra Millikan, 2013, pers. comm., 6 September).

## EVALUATION

As dog parks continue to be developed it is important to know how effective they are from a social, physical, economic and dog behaviour perspective. Some questions that may need answers include:

- Do dog parks really work?
- How is the effectiveness of dog parks measured?
- What can we learn from existing parks?
- How can existing dog parks inform the development of new and upgrade of existing parks?

Some indicators of effectiveness could include:

### General

- Complaints, calls and feedback received by councils
- Monitor the number of dog park users to assess if the park is overused or underused e.g. gate counter
- Regular visits to the dog park while people are using it can tell you a lot about the park culture, dynamics and interactions.

### Safety

- Nature and number of reported incidents to council inside and outside the dog park.

### Maintenance

- Amount of uncollected dog faeces inside and outside of the dog park
- Condition of surface materials and infrastructure (e.g. before and after photos are a good way to document changes)
- Feedback received from parks and maintenance staff and maintenance contractors.

### Costs

- Review annual costs associated with maintenance of the dog park.

### Community Feedback

- Feedback from park users and neighboring residents (e.g. annually or bi-annually) is a simple yet effective way to determine their satisfaction or otherwise with a dog park.

For example, the Adelaide City Council surveyed users of the North Adelaide Dog Park and surrounding residents to better understand their physical activity levels and park satisfaction (also see Section 5 Resources; Local council resources).

Evaluation is usually the most forgotten aspect of any project, yet is arguably the most important factor in planning for future projects. Evaluating the success of dog parks is no exception.







## SECTION 5 RESOURCES

### VISITING A PARK

A visit to a dog park can be an invaluable part of research and a good way to see what a dog park looks like, how they work and who uses them. A site visit can tell you a lot about what surfaces work or not, and how the dogs and their owners use the space.

Many parks have a dog related park name as this is generally helpful in differentiating designated off-leash areas from general recreation areas.

Consider visiting some of the enclosed dog parks described in this Guide. A lot can be learnt from experiencing the space first hand. Page 41 (opposite) is a list of all known enclosed dog parks in South Australia (as of August 2013).





## ENCLOSED DOG PARKS IN SOUTH AUSTRALIA

Local Government Area	Name	Address
<b>Metropolitan Council Areas</b>		
Adelaide City Council	North Adelaide Dog Park	Medindie Rd, North Adelaide
Adelaide Hills Council	Wright Road Dog Park	Wright Rd, Crafers
Campbelltown City Council	Four Paws Park	Cnr Montacute & St Bernards Rd, (behind petrol station) Hectorville
City of Charles Sturt	Puppy Park	Bolingbroke Ave, Renown Park
City of Charles Sturt (partnership with City of West Torrens)	Pooch Park	Findon Rd, Flinders Park
City of Marion	Hazelmere Road Reserve	Cnr Hazelmere & Oaklands Rd, Glengowrie
City of Mitcham	CC Hood Reserve	Cnr Eliza Place & Springbank Rd, Panorama
City of Onkaparinga	Minkarra Dog Park	Cnr Happy Valley Drive & Manning Rd, Flagstaff Hill
City of Playford	Pooch Park	Jabez Way, Blakeview
City of Playford	Stebonheath Dog Park	Davoren Rd, Andrews Farm
City of Pt Adelaide Enfield	L G Lewis	Just off Grand Junction Rd, Northfield
City of Pt Adelaide Enfield	Jack Watkins Reserve	Churchhill Rd, Kilburn
City of Prospect	Broadview Dog Park	Collingrove Ave, Broadview
City of Salisbury	Baltimore Reserve	Oleander Drive, Parafield Gardens
City of Salisbury	Bolivar Road	Bolivar Rd, Bolivar
City of Salisbury	Canterbury Reserve	Canterbury Drive, Salisbury Heights
City of Salisbury	Dry Creek Linear Park	Park Way, Mawson Lakes
City of Salisbury	Golding Oval	Cnr Redhill Rd & Kalina Ave, Para Vista
City of Salisbury	Happy Home Reserve	Waterloo Corner Rd, Salisbury Nth
City of Salisbury	Jenkins Reserve	Saints Rd, Salisbury Park
City of Salisbury	The Paddock Reserve	Maxwell Rd, Para Hills West
City of Salisbury	Unity Park	South Tce, Pooraka
City of Tea Tree Gully	Bentley Reserve Dog Playground	Gentilly St, Holden Hill
City of Tea Tree Gully	Pet Park	Bicentennial Drive, Golden Grove
<b>Rural Council Areas</b>		
Coorong District Council	Dog Exercise Area	Dukes Hwy, Tintinara
Coorong District Council	Dog Exercise Area	Railway Tce, Coonalypyn
Coorong District Council	Dog Exercise Area	Railway Tce, Tailem Bend

**LOCAL COUNCIL RESOURCES**

The following are selected council dog park documents. All documents are available online.

**Consultation Reports**

- Campbelltown City Council (2010) [Proposed dog park location and suggestions for design features – Community feedback document](#), May, South Australia.
- City of Mitcham (2008) [CC Hood Reserve Dedicated Dog Park Collated Survey Responses – Report](#), January, South Australia.

**Evaluation Reports**

- Adelaide City Council (2012) [Evaluation Report for the North Adelaide Dog Park](#). Prepared by Noble I. and Jeroff, B. University of South Australia, November, Adelaide.

**Feasibility Reports**

- City Council of Hume (2011) [Feasibility Study, Dog Parks in Hume City](#), December, Victoria.
- City of Onkaparinga (2010) [Enclosed Dog Exercise Area Feasibility Study for the Northern Area, Final Report](#), June, South Australia.

**HELPFUL LITERATURE**

Key sources include:

- [Public Open Space and Dogs: A design and management guide for open space professionals and local government](#), Petcare Information and Advisory Service
- [Healthy Spaces and Places: A national guide to designing places for healthy living](#), an overview, Planning Institute of Australia
- [Healthy by Design: A planners' guide to environments for active living](#), National Heart Foundation of Australia
- [Streets for People: Compendium for South Australian Practice](#), South Australian Active Living Coalition.

**USEFUL WEBSITES**

Sites that might be helpful include:

**American Society for the Prevention of Cruelty to Animals (ASPCA)**

[www.asPCA.org/Pet-care/poison-control/plant-list-dogs.aspx](http://www.asPCA.org/Pet-care/poison-control/plant-list-dogs.aspx)

**Association of Pet Dog Trainers, Australia (APDT)**

[www.apdt.com.au](http://www.apdt.com.au)

**Australian Companion Animal Council (ACAC)**

[www.acac.org.au](http://www.acac.org.au)

**Petnet**

[www.petnet.com.au](http://www.petnet.com.au)

**Planning Institute of Australia**

[www.planning.org.au](http://www.planning.org.au)

**RSPCA (NSW)**

[www.rspcansw.org.au/education/pet\\_care/health/Toxic\\_Plants](http://www.rspcansw.org.au/education/pet_care/health/Toxic_Plants)

**SELECTING PLANTS**

Websites listing plants that are toxic and non-toxic to dogs include:

**The American Society for the Prevention of Cruelty to Animals (ASPCA)**

[www.asPCA.org/Pet-care/poison-control/plant-list-dogs.aspx](http://www.asPCA.org/Pet-care/poison-control/plant-list-dogs.aspx)

**The RSPCA (NSW)**

[www.rspcansw.org.au/education/pet\\_care/health/Toxic\\_Plants](http://www.rspcansw.org.au/education/pet_care/health/Toxic_Plants)

**DOG PARK RULES AND ETIQUETTE**

**The Marin Humane Society**

[www.marinhumanesociety.org/site/c.ailOI3NLKgKYF/b.7727935/k.B618/Dog\\_Parks\\_\\_Campus\\_Facilities.htm](http://www.marinhumanesociety.org/site/c.ailOI3NLKgKYF/b.7727935/k.B618/Dog_Parks__Campus_Facilities.htm)

**Dog Park.com**

[www.dogpark.com/dog-park-etiquette/](http://www.dogpark.com/dog-park-etiquette/)

**Dr. Sophia Yin, Dog Park Etiquette: Rules to Help Dogs Get Along**

[www.drsophiayin.com/blog/entry/dog-park-etiquette-rules](http://www.drsophiayin.com/blog/entry/dog-park-etiquette-rules)

**DOG PARK SURVEY**

The Dog and Cat Management Board commissioned the collection of annual dog park visitation surveys in the Adelaide region from 2010-2012 by the University of Adelaide. The data was collected by the Bachelor of Science (Animal Science) students enrolled in the course 'Companion Animal and Equine Studies' under the supervision of Dr Susan Hazel, Lecturer in the School of Animal and Veterinary Science.







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# DOG PARK SIGN SUGGESTIONS

## TYPE

Entrance sign

## LOCATION

Near the park entrance but not so close as to cause congestion at the gate

## MESSAGE

- Park rules
- Emergency contact numbers

## APPROX. SIZE

600mm wide x 900mm high







**TYPE**  
Large totem sign

**LOCATION**  
Centre of park

**MESSAGE**  
– Information about becoming a good dog owner  
– Laser cut icon on top indicates whether the park is off-leash, on-leash or dual use

**APPROX. SIZE**  
200mm wide x 2500-3000mm wide

**ADDITIONAL INFORMATION**  
– Includes laser cut icon on top  
– Sign could include tap and dog drinking bowl



**TYPE**  
Medium totem sign

**LOCATION**  
Various locations around park

**MESSAGE**  
– Reminder about picking up after your dog

**APPROX. SIZE**  
200mm wide x 1000mm high

**ADDITIONAL INFORMATION**  
Sign has a poo bag dispenser mounted on it



**TYPE**  
Small totem sign

**LOCATION**  
Various locations around park

**MESSAGE**  
– Reinforce appropriate behaviour  
– Can contain message on top

**APPROX. SIZE**  
200mm wide x 800mm high

**ADDITIONAL INFORMATION**  
Can double as a seat or leaning post



# DOG PARK CHECKLIST

## PLANNING

- How to get started
- Potential demand
- Stakeholder engagement
- Costs
- Location
- Parking and accessibility
- Connections to existing paths and trails
- Other facilities
- Size and shape

## DESIGN

### PARK LAYOUT

- Activity zones
- Circulation paths
- Fencing
- Entry/exit points
- Gates
- Surface materials
- Plants

### ESSENTIAL AMENITIES

- Drinking water and shade
- Seating
- Waste disposal
- Signs

### OPTIONAL AMENITIES

- Site lighting
- Dog equipment
- Notice board
- Picnic tables

## MANAGEMENT AND OPERATIONS

- Maintenance
- Waste management
- Park rules and etiquette
- Dog park education
- Evaluation



For further information please contact:

**Dog and Cat Management Board**  
GPO Box 1047  
Adelaide SA 5001  
Telephone: (08) 8124 4962  
Facsimile: (08) 8124 4648  
E-mail: [dcmb@sa.gov.au](mailto:dcmb@sa.gov.au)  
[www.dogandcatboard.com.au](http://www.dogandcatboard.com.au)

ABN: 48 100 971 189

## 10.1.2 REVIEW AND AMENDMENT OF HEALTH LOCAL LAWS 2022 - OFFENSIVE TRADES PROVISIONS

File Reference	File No
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	19 August 2024
Author	Peter Toboss – Manager of Environmental Health Services
Authorising Officer	Azhar Awang – Executive Manager Development and Regulatory Services
Attachments	
1. Shire of Narrogin Health Local Laws 2022	

### Summary

This report presents a proposal to amend the Shire of Narrogin Local Health Local Laws 2022, specifically to address and potentially remove the provisions regarding offensive trades. The Council is asked to consider endorsing the proposal and authorising the commencement of the review and consultation process.

### Background

The Shire of Narrogin adopted the Health Local Laws in 2022, was published in the Government Gazette on 5 April 2022. These local laws include provisions relating to offensive trades, which aim to regulate businesses that may cause nuisance or public health risks within the Shire.

Recent legislative changes, particularly the implementation of Stage 5 of the Public Health Act 2016 (from 4 June 2024), necessitate a review of the Shire of Narrogin Health Local Laws 2022 to ensure alignment with current state regulations and local health priorities. It is expected that a further review will be necessary once the rollout of the Public Health Act 2016 has been completed.

Historically, offensive trade was a term used under the *Health (Miscellaneous Provisions) Act 1911* which referred to “any trade that has the potential to impact surrounding land uses, people or properties by causing a nuisance and/or public or private health risks associated with the creation of noise, odour, dust, other emissions, rubbish, pests, or a range of pollutants”. The *Health (Miscellaneous Provisions) Act 1911* had various requirements for the regulation of offensive trades. Local governments were responsible for approving the operation of any business that was an offensive trade as well as annual registration requirements and compliance.

With the implementation of the Public Health Act 2016, all regulations under the *Health (Miscellaneous Provisions) Act 1911* were progressively reviewed – including the *Health (Offensive Trades Fees) Regulations 1976* and the *Piggeries Regulations 1952*.



## Comment

The review and amendment process will address the following key areas:

- Alignment with the Public Health Act 2016 and other relevant legislation;
- Consistency with the Shire's Public Health Plan and strategic health objectives;
- Strengthening provisions related to odour management, particularly for intensive animal keeping and food processing operations;
- Updating penalties and enforcement mechanisms to ensure they are appropriate and aligned with current legislation; and
- Enhancement of the Shire's ability to manage public health responsibilities effectively.

## Consultation

The proposed amendment process will involve:

- Internal consultations with relevant Shire Departments;
- Public engagement through community forums (if applicable) and written submissions;
- Consultation with the Department of Health and other relevant State Government agencies; and
- A report back to Council upon completion of the consultation process.

## Statutory Environment

The following legislative provisions relate:

- Local Government Act 1995, Section 3.12 – Procedure for making local laws;
- Public Health Act 2016; and
- Shire of Narrogin Local Health Local Laws 2022.

## Policy Implications

The proposed amendments align with the Shire's commitment to promoting community health and wellbeing as outlined in the Strategic Community Plan and Public Health Plan.

## Financial Implications

Costs associated with the review process, including public consultation and legal reviews, are expected to be minimal and accommodated within the existing budget allocation for regulatory services.

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.4	Agriculture opportunities maintained and developed
Strategy:	1.4.1	Support development of agricultural services
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:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment
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

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Regulatory non-compliance if local laws are not updated	Possible (3)	Moderate (3)	Medium (5-9)	Compliance Requirements	Initiate the process to amend the Local Laws.
Public health risks from outdated offensive trades regulations	Unlikely (2)	Major (4)	Medium (5-9)	Compliance Requirements	Treat through comprehensive review of offensive trades provisions, consult with health experts.
Negative impact on community trust if local laws don't reflect current needs	Possible (3)	Moderate (3)	Medium (5-9)	Compliance Requirements	Manage by conducting thorough community consultation, transparent communication.

### Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of eight (8) and nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The purpose of this report is to allow the Shire President to give notice to the meeting of the intention to make the proposed Amendment Local Law to rectify the highlighted issues with the principal local law.

The review of the Health Local Laws 2022, particularly the offensive trades provisions, is a necessary step to ensure the Shire's regulatory framework remains current, effective, and aligned with state legislation. This process will enable the Shire to better address contemporary public health challenges and community expectations.

To amend these provisions requires an amendment local law to be made, following the procedures set out by the Local Government Act s.3.12.

The effects of the requested changes to the Health Local Law will be to delete Part 11 - Offensive Trades provisions of the Shire of Narrogin Health Local Laws 2022.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.04**

Moved: Cr Fisher

Seconded: Cr Pomykala

That with respect to the Review and Amendment of Local Health Local Laws 2022 - Offensive Trades Provisions, Council:

1. Endorse the initiation of a review process for the Health Local Laws 2022, focusing on provisions related to offensive trades.
2. Authorise the Chief Executive Officer to:
  - a) Commence the review process in accordance with the Local Government Act 1995.
  - b) Undertake community consultation as required by the Act.
3. Request that following the completion of the review and consultation process, the Chief Executive Officer presents a comprehensive report to Council detailing:
  - a) The outcomes of the community consultation.
  - b) Any proposed amendments to the Health Local Laws 2022.
  - c) Recommendations for Council's consideration regarding the amendment or removal of provisions related to offensive trades.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil



**LOCAL GOVERNMENT ACT 1995**  
**SHIRE OF NARROGIN**  
**HEALTH LOCAL LAW 2022**

**Consolidated to 4 November 2022**

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This document is a consolidation for administrative use as required by the Local Government Act 1995 section 5.96A(1)(b), and is not to be relied on for legal purposes.

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**LOCAL GOVERNMENT ACT 1995**  
**SHIRE OF NARROGIN**  
**HEALTH LOCAL LAW 2022**

**Consolidated to 4 November 2022**

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Shire of Narrogin resolved on 23 February 2022 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 an 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 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; and
- (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 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**

### 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 of 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; and

**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
- (c) 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;

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**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–
- (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*;
  - (d) slaughter of animals for human consumption in abattoirs, operating in accordance with clause 11.37; and
  - (e) slaughter of animals for vermin control.

##### **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)*.

## Division 4 – Piggeries

### 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 –
- reducing the stock rate immediately to a level that does not cause the discharge of dust, odour or effluent; or
  - stabilisation of the soil surface to a level that does not cause the discharge of dust, odour or effluent; or
  - 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 –
- sties and enclosures;
  - enclosures; or
  - sheds;
- within which pigs shall be kept.
- (2) Where sties and enclosures are provided –
- 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 –
    - be constructed of similar materials;
    - be not less than 300 millimetres wide and 75 millimetres deep in the centre of its width;
    - extend the whole length of the sty; and
    - 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
  - 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 –
- movable; and
  - moved and re-erected to enclose a new site whenever –
    - the ground within a site is becoming offensive; or
    - 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 –
- comply with subclause (2)(a);
  - be maintained in a structurally sound and clean condition free of infestation with flies and other vectors of disease; and
  - 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 *Biosecurity and 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 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 –

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**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**

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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; and

**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; and
  - (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 Argentine ants 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 disinfest 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 disinfest 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 Australia 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

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This document is a consolidation for administrative use as required by the Local Government Act 1995 section 5.96A(1)(b), and is not to be relied on for legal purposes.

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;
- (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 use 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**

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- (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; and
    - (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.

### *Division 4 – Fish premises*

#### **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; 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 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; and
- (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;

**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; and
- (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(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) *Deleted*
- (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*.

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## 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

This document is a consolidation for administrative use as required by the Local Government Act 1995 section 5.96A(1)(b), and is not to be relied on for legal purposes.

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

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Dated 1 March 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

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**Notes to this administrative compilation –**

1. Original local law published in Government Gazette No.48 on 5 April 2022
2. Amended as published in Government Gazette No.158 of 4 November 2022

## 10.2 TECHNICAL AND RURAL SERVICES

### 10.2.1 AWARDING REQUEST FOR QUOTE 2024/25-01 SUPPLY NEW GRADER

File Reference	1.2.2
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	31 July 2024
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	
1. Evaluation Matrix (Commercial In Confidence – Under Separate Cover)	

#### Summary

Council is requested to consider awarding the purchase of a new replacement grader, being a John Deere 620GP, pursuant to RFQ 2024/25-01 to AFGRI Equipment Australia (John Deere), for the sum of \$455,000.01 ex GST. This grader will be replacing a 2014 670G John Deere grader that will be presented for public auction when the new grader is received, should Council resolve to award this RFQ.

#### Background

The purchase of a new replacement grader, inclusive of the disposal (public auction) of the Shire's existing 2014 John Deere 670G grader, is identified in the 2024/25 Budget as well as the adopted Plant Replacement Program 2024 to 2034.

As the purchase amount for a new grader was expected to be in excess of \$250,000, a Request for Quotation (RFQ) was prepared and advertised through the WALGA Preferred Supplier eQuotes Portal, consistent with Council's Purchasing Policy.

#### Consultation

The Plant Replacement Program 2024-2034, that identified the replacement grader, was discussed, considered, and subsequently recommended to Council by the Council's Road Reference Group, with Council adopting the program at its Ordinary Council Meeting held 22 May 2024.

The RFQ was considered and evaluated by the:

- Executive Manager Technical and Rural Services; and
- Manager Operations Technical & Rural Services.

Consultation was also entered into with the Chief Executive Officer, Construction Team Foreman, and the Construction Team Leading Hand.

## Statutory Environment

Local Government Act 1995 S3.57 – Tenders for Providing Goods or Services

Local Government (Functions and General) Regulations 1996 Part 4 – Provisions of Goods and Services, Division 2 – Tenders for Providing Goods and Services (s.3.57)

## Policy Implications

Policy 3.1 – Purchasing Framework, is applicable.

## Financial Implications

The expenditure of \$455,000.01 for the purchase of the new replacement grader is wholly contained in the 2024/25 Budget. The amount budgeted for the new replacement grader in the draft Budget is \$460,000 ex GST which was based on verbal enquiries prior to the Budget being formulated.

The forecasted revenue on the Shire's existing 2014 670G John Deere grader is budgeted at \$130,000 ex GST and will be disposed of at public auction when the new grader is delivered, should Council resolve to award this RFQ.

## 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

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Council may resolve not to award the RFQ, which may incur future repair and running expenses for the existing grader and may impact on the maintenance of the gravel road network due to break downs. It would also negatively affect the resale value of the existing grader	Unlikely (2) Due to the replacement grader being identified in the adopted Plant Replacement Program and contained within the 2024/25 Budget.	Moderate (3)	Medium (5-9)	Asset Sustainability	By awarding the RFQ to replace an important item of plant Council will maintain its optimal plant replacement interval leading to ongoing efficiencies with plant running costs and the delivery of road



when it is eventually disposed of.					projects and maintenance.
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## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The purchase of a new replacement grader was advertised through the WALGA Preferred Supplier eQuotes Portal to four (4) suppliers from 9 July 2024 to 29 July 2024. The WALGA suppliers that were invited to quote were:

- AFGRI Equipment Australia Pty Ltd (John Deere);
- CJD Equipment Pty Ltd;
- Komatsu Australia; and
- WesTrac Pty Ltd.

From the four (4) suppliers that were asked to provide a quotation, three (3) responded, being AFGRI Equipment, Komatsu Australia and WesTrac Pty Ltd.

The three (3) suppliers that provided submissions are all reputable suppliers with their submissions all compliant.

The RFQ was evaluated on 60% price, 25% specification and 15% warranty, with a total of 100 points being available for compliant submissions.

The evaluation was undertaken in accordance with confidential Attachment 1.

AFGRI were slightly more expensive than Komatsu and WesTrac, however they satisfied the requested RFQ specifications in full, partly due to having interchangeable controls, meaning accommodation for either “joystick” or “antler” control, which gives the Shire flexibility to operate the machine dependant on the staff member available and their particular skill set of grader use. The John Deere also offers a maximum weight of 22.6T whereas Cat and Komatsu were around 19.5T, which is considered to offer additional traction in various terrains.

It is worth noting that the Shire has been using John Deere graders within its plant fleet for many years. These graders have demonstrated extremely low-down time and have proven to be very efficient and fit for purpose.

AFGRI are a local business in Narrogin with show rooms and service centre that employs approximately 25 local Narrogin people and supplies service parts for the current John Deere grader.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.05**

Moved: Cr Wiese

Seconded: Cr McNab

That Council award RFQ 2024/25–01, to AFGRI Equipment Australia Pty Ltd (John Deere) for the purchase of one (1) John Deere 620GP grader for the sum of \$455,000.01 ex GST.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

## 10.2.2 AWARDING REQUEST FOR QUOTE 24/25 – 02 SUPPLY OF BITUMINOUS SEALS

File Reference	28.1.1
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	6 August 2024
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
<b>Attachments</b> 1. List of Roads – Fulton Hogan Price Schedule (Commercial In Confidence – Under Separate Cover) 2. Evaluation Matrix (Commercial In Confidence – Under Separate Cover)	

### Summary

Council is requested to consider awarding the Request For Quote (RFQ 24/25-02) Supply of Bituminous Seals, to Fulton Hogan Industries Pty Ltd, for the sum of \$1,063,948.72 excluding GST, road seal projects contained within the 2024/25 Budget and as listed in Attachment 1.

### Background

The 2024/25 Budget lists road sealing works (Attachment 1) which are part of ongoing maintenance and preservation of road assets within the Shire and in accordance with Council's adopted Ten Year Road Program 2024-2034.

The Manager Operations and Construction Foreman have conducted a visual inspection of the Shire's road network to confirm that no other roads need to take priority over the listed roads in this financial year.

A full condition audit of the Shire's road network was conducted in 2023 by R Munns Engineering Consulting Services, which gave the Shire a valuable condition rating of roads. Subsequently the Shire formulated a road program based on the findings. Since then, a ten-year road program has been adopted in July 2024. All annual road works are entered into the Shire's road database – RAMM (Road Asset Management Module).

The road seal works need to be completed by contractors with specialised machinery and expertise. The cost of such works was estimated to exceed the \$250,000 expenditure threshold and therefore it was necessary to go to tender or quotation facilitated through a WALGA RFQ process.

The Road Seal RFQ was facilitated through the WALGA Panel of Preferred Suppliers eQuotes portal, which satisfies the Local Government statutory requirement and Council's Procurement Policy.

## Consultation

The roads included in Attachment 1, are the roads identified in the adopted Ten-Year Road Program 2024-34 whereby the Road Reference Group were consulted prior to the adoption of the program by Council.

Officers who have been consulted include:

- Chief Executive Officer;
- Manager Operations;
- Maintenance Foreman; and
- Construction Foreman.

## Statutory Environment

The following statutory implications relates:

- Local Government Act 1995 section 3.57 – Tenders for providing goods or services; and
- Local Government (Functions and General) Regulations 1996 Part 4 – Provisions of Goods and Services, Division 2 – Tenders for Providing Goods and Services (section 3.57).

## Policy Implications

RFQ 24/25–02 complies with Council Policy – Section 3 Financial Management, 3.1 Purchasing Framework, 3.1(b) Purchasing Thresholds and Requirements.

It is noted that the procurement was facilitated as a compliant eQuote and not as a public tender, consistent with the Local Government (Functions and General) Regulations 1996, Regulation 11A and Council Policy.

## Financial Implications

Fulton Hogan submitted a total price, after compliant seal designs were carried out for seal works, of \$1,063,948.72 excluding GST. The current Budget has a total allowance for seal works of \$1,227,400 excluding GST, so identified seal works on road projects can be wholly contained within the Budget. The remaining \$163,451.28 excluding GST can be utilised for any contingency across any and all of the seal projects and if not fully utilised be available for mid-year Budget review.

## 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



## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the preferred contractor provides substandard quality work or issues arise relating to managing the awarded contract.	Possible (3)	Moderate (3)	Medium (5-9)	Purchasing and Supply	Treat through ensuring that the contractor is in full compliance with the RFQ specifications and officers manage/ monitor the contractor's performance.

## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The Road Seal RFQ was advertised through the WALGA eQuotes Portal from 11 July 2024 to 1 August 2024. The RFQ document was sent to four WALGA preferred suppliers through the WALGA eQuotes portal as follows:

- Fulton Hogan Industries Pty Ltd; and
- Colas Western Australia Pty Ltd;
- Boral Resources (WA) Ltd; and
- Bitutek Pty Ltd.

Out of the four companies requested to quote, only three submitted quotes – Colas Western Australia Pty Ltd, Fulton Hogan Industries and Boral Resources.

All four companies that were requested to provide a quote are prequalified WALGA preferred suppliers and have relevant experience for these works. Colas and Fulton Hogan's submissions were deemed to be compliant based on the specifications contained within the RFQ. However, Boral submitted their quotation with a rise and fall stipulation on bitumen pricing, which presents a risk with this quote as the pricing may change and be over budget, so this quote was deemed non-compliant.

The RFQ was evaluated on 80% Price, 10% Previous Experience and 10% Work Health & Safety (WHS) and assessed on the information and documentation provided in the suppliers' submissions as requested in the selection criteria and based on predetermined bitumen application rates for each road contained in Attachment 1, so that suppliers were quoting on an equal basis. The predetermined bitumen application rates for roads contained in Attachment 1 are estimates based on the Manager Operation's experience and judgement however these may vary slightly from a compliant seal design that would be conducted by the preferred contractor.

An evaluation panel was formed that consisted of Executive Manager Technical & Rural Services and the Manager Operations.

The Combined Assessment Scores for the three compliant submissions are illustrated below:

Contractor	Assessment Score
Fulton Hogan	84.0%
Colas	77.3%
Boral	56.4%

Fulton Hogan's submission was scored the highest and is the best value submission from this procurement process.

Fulton Hogan have previously been successful with the Shire's road seal RFQ and have provided good quality workmanship and have been able to meet all criteria as set out in the RFQ specifications including works delivery timelines.

### Voting Requirements

Simple Majority

#### OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.06

Moved: Cr Fisher

Seconded: Cr Pomykala

That with respect to awarding RFQ 24/25 – 02 Supply of Bituminous Seals, Council:

1. Award the works to Fulton Hogan Industries Pty Ltd, for the sum of \$1,063,498.72 excluding GST; and
2. Authorise the Chief Executive Officer to execute and manage the contract, including any variations, providing these variations do not exceed the total allocated seal provision within the 2024/25 Budget.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

### 10.2.3 AWARDING TENDER 2024/25-01 SUPPLY OF TWO SIDE TIPPER TRAILERS

File Reference	1.2.2
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	12 August 2024
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Evaluation Matrix (Commercial In Confidence – Under Separate Cover)

#### Summary

Council is requested to consider awarding the purchase of two (2) new replacement truck side tipping trailers, pursuant to RFT 2024/25-01 to Howard Porter, for the sum of \$325,000 excluding GST. These trailers will be replacing the current trailers that will be presented for public auction when the new trailers are received, should Council resolve to award this RFT.

#### Background

The purchase of two new replacement side tipping trailers, inclusive of the disposal (at public auction) of the Shire's existing side tipping trailers, is identified in the 2024/25 Budget as well as the adopted Plant Replacement Program 2024 to 2034.

As the purchase amount for the new trailers was expected to be in excess of \$250,000, a Request for Tender (RFT) was prepared and advertised through the West Australian Newspaper and the Shire's website, consistent with Council's Purchasing Policy. Additionally, the Manager of Operation alerted five (5) reputable suppliers of the advertised RFT. Two submissions were received, and one non-compliant submission was received due to being lodged after the closing date.

#### Consultation

The Plant Replacement Program 2024-2034, that identified the replacement trailers, was discussed, considered, and subsequently recommended to Council by the Council's Road Reference Group, with Council adopting the program at its Ordinary Council Meeting held 22 May 2024.

The RFT was considered and evaluated by the:

- Executive Manager Technical and Rural Services; and
- Manager Operations Technical & Rural Services.

Consultation was also entered into with the Chief Executive Officer, Construction Team Foreman, and the Construction Team Leading Hand.

#### Statutory Environment

Local Government Act 1995 S3.57 – Tenders for Providing Goods or Services

Local Government (Functions and General) Regulations 1996 Part 4 – Provisions of Goods and Services, Division 2 – Tenders for Providing Goods and Services (s.3.57)

### Policy Implications

Policy 3.1 – Purchasing Framework, is applicable.

### Financial Implications

The expenditure for the purchase of the two side tipping trailers of \$325,000 excluding GST, is not fully contained within the 2024/25 Budget, whereby \$300,000 excluding GST was allocated for this purchase. Prior to drafting the 2024/25 Budget, the Manager of Operations made verbal enquiries as to what an estimated purchase price would be for the two trailers from a reputable supplier.

It should be noted that the adopted Budget also includes provision of the outright sale of the existing two (2) trailers at a budgeted provision of \$40,000, which will be undertaken following receipt of the proposed new trailers. The Administration will assess the net impact of the acquisition and disposal at that time which should coincide with the scheduled mid-year budget review.

### 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

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Council may resolve not to award the RFT, which may incur future repair and running expenses for the existing trailers and may impact on the maintenance of the gravel road network due to break downs. It would also negatively affect the resale value of	Possible (3)	Moderate (3)	Medium (5-9)	Asset Sustainability	By awarding the RFT to replace important items of plant, Council will maintain its optimal plant replacement interval leading to ongoing efficiencies with plant running costs and the delivery of road projects and maintenance.



the existing trailers when they are eventually disposed of.					
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## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of nine (9) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The request for tender (RFT) for the replacement of two side tipping truck trailers, was advertised in the West Australian Newspaper from 21 July 2024 to 9 August 2024. The RFT was also advertised on the Shire's website and public noticeboards for the duration.

Two compliant submissions were received from Howard Porter and AAA Trailers, both reputable suppliers. When the submissions were evaluated, it was found that the Howard Porter submission was the best value for money submission due to it meeting the specifications contained in the tender in full. It is therefore recommended to Council to award this contract to Howard Porter.

The two existing side tipping trailers, purchased in 2013 have served the Shire well and will be offered for disposal via public auction when the new trailers are received should Council award this tender.

## Voting Requirements

Simple Majority

### OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.07

Moved: Cr McNab

Seconded: Cr Wiese

That with respect to awarding Request for Tender RFT 24/25-01, Supply of two Side Tipping Trailers, Council award the contract to Howard Porter pursuant to the quotation submitted and the tender specification, with a total allocation of \$325,000 exclusive of GST.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

## 10.3 CORPORATE AND COMMUNITY SERVICES

### 10.3.1 MONTHLY FINANCIAL REPORTS – JULY 2024

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	Nil
Previous Item Numbers	Nil
Date	20 August 2024
Author	Mark Furr - Executive Manager Corporate & Community Services
Authorising Officer	Dale Stewart - Chief Executive Officer
Attachments 1. Monthly Financial Report for July 2024	

#### 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

Nil

#### Consultation

Consultation has been undertaken with the Chief Executive Officer and Manager Corporate 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 2024/25 Annual Budget or resulting from a Council resolution.

Council is requested to review the July 2024 Monthly Financial Reports, noting that Council is advised of the following matters:

- With the Shire's budget adopted on the 14 August, budget upload and project phasing has been completed.
- Adoption of the budget in August has resulted in no adopted and current budgeted amounts being represented in the monthly financials for July 2024. It should also be noted that within the financial attachment, administration allocations, depreciation and plant operating costs are not factored in the actuals reported for July 2024. Council should be reassured that the monthly attachment for August financials, will provide full representation of adopted budget data, actuals and all associated items for the next OCM in September.

- Rates billing for 2024/25 has been finalised and rates notices will be issued by the 3 September, for first payments due in October. The Rates Incentive Scheme Draw is scheduled to be undertaken at the October Ordinary Council Meeting, (OCM). The September Financial Report will include rates collection data as standard for 2024/25.
- The current amount of \$53k for 90+ day debts include an outstanding amount of \$32k for the Upper Great Southern Hockey Association which is 60% of the overall total outstanding. This debt will be reduced by \$11k in this financial year in accordance with the agreement between the Shire and UGSHA, with two (2) years remaining on this agreed debt. The remaining \$21k is made up of 21 debtors, which are being followed up.
- A total of 295 invoices were paid in July 2024, of which 79% were paid within 30 days. A total of 75 Capital Projects is scheduled for completion in 2024/25, information regarding each project will be available from the next OCM.

## 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

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's Financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The July 2024 Monthly Financial Report is presented for review.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.08**

Moved: Cr Bartron

Seconded: Cr Fisher

That with respect to the Monthly Financial Report for July 2024, Council note the Reports as presented.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil



**MONTHLY FINANCIAL REPORT**  
(Containing the Statement of Financial Activity)  
**FOR THE PERIOD ENDED 31 JULY 2024**

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

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**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JULY 2024**

**STATUTORY REPORTING PROGRAMS**

	Ref Note	Adopted Annual Budget \$	Amended Annual Budget \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a) \$	Var. % (b)-(a)/(a) %	Var.
<b>OPERATING ACTIVITIES</b>								
<b>Revenue from operating activities</b>								
General Purpose Funding - Rates		0	0	0	0	0		
General Purpose Funding - Other		0	0	0	28,056	28,056	100%	▲
Governance		0	0	0	389	389	100%	
Law, Order and Public Safety		0	0	0	1,196	1,196	100%	
Health		0	0	0	543	543	100%	
Education and Welfare		0	0	0	42,966	42,966	100%	▲
Housing		0	0	0	2,031	2,031	100%	
Community Amenities		0	0	0	11,660	11,660	100%	
Recreation and Culture		0	0	0	42,808	42,808	100%	▲
Transport		0	0	0	811,394	811,394	100%	▲
Economic Services		0	0	0	42,756	42,756	100%	▲
Other Property and Services		0	0	0	1,091	1,091	100%	
		0	0	0	984,889	984,889		
<b>Expenditure from operating activities</b>								
General Purpose Funding		0	0	0	(14,730)	(14,730)	(100%)	
Governance		0	0	0	(49,129)	(49,129)	(100%)	▼
Law, Order and Public Safety		0	0	0	(34,271)	(34,271)	(100%)	▼
Health		0	0	0	(17,267)	(17,267)	(100%)	▼
Education and Welfare		0	0	0	(67,783)	(67,783)	(100%)	▼
Housing		0	0	0	(11,605)	(11,605)	(100%)	
Community Amenities		0	0	0	(99,812)	(99,812)	(100%)	▼
Recreation and Culture		0	0	0	(165,597)	(165,597)	(100%)	▼
Transport		0	0	0	(211,600)	(211,600)	(100%)	▼
Economic Services		0	0	0	(53,147)	(53,147)	(100%)	▼
Other Property and Services		0	0	0	(177,007)	(177,007)	(100%)	▼
		0	0	0	(901,948)	(901,948)		
<b>Operating activities excluded from budget</b>								
Add back Depreciation		0	0	0	0	0		
Adjust (Profit)/Loss on Asset Disposal	12	0	0	0	0	0		
Movement in Leave Reserve (Added Back)		0	0	0	0	0		
Adjust Employee Benefits Provision (Non-Current)		0	0	0	0	0		
Adjust Deferred Pensioner Rates/ESL (Non-Current)		0	0	0	0	0		
Adjust Receivables Employee Related Provision (Non-Current)		0	0	0	0	0		
Adjust Sundry Debtors (Non-Current)		0	0	0	0	0		
Stock Movement		0	0	0	0	0		
<b>Amount attributable to operating activities</b>		0	0	0	82,942	82,942		
<b>INVESTING ACTIVITIES</b>								
Non-Operating Grants, Subsidies and Contributions		0	0	0	16,208	16,208	100%	▲
Land Held for Resale	11	0	0	0	0	0		
Land and Buildings	11	0	0	0	(322)	(322)	(100%)	▼
Plant and Equipment	11	0	0	0	(232,900)	(232,900)	(100%)	▼
Furniture & Equipment	11	0	0	0	0	0		
Infrastructure Assets - Roads	11	0	0	0	(33,326)	(33,326)	(100%)	▼
Infrastructure Assets - Footpaths	11	0	0	0	0	0		
Infrastructure Assets - Road Drainage	11	0	0	0	0	0		
Infrastructure Assets - Bridges	12	0	0	0	(24,545)	(24,545)	(100%)	▼
Infrastructure Assets - Other	12	0	0	0	(13,550)	(13,550)	(100%)	
Infrastructure Assets - Parks and Gardens	11	0	0	0	0	0		
Proceeds from Disposal of Assets	12	0	0	0	58,500	58,500	100%	▲
Proceeds from Sale of Investments		0	0	0	0	0		
<b>Amount attributable to investing activities</b>		0	0	0	(229,936)	(229,936)		
<b>FINANCING ACTIVITIES</b>								
Proceeds from New Debentures	13	0	0	0	0	0		
Proceeds from Advances								
Principal Repayment of Debentures	13	0	0	0	(26,533)	(26,533)	(100%)	▼
Principal Repayment of Lease Financing	13	0	0	0	0	0		
Self-Supporting Loan Principal								
Transfer from Reserves	10	0	0	0	0	0		
Advances to Community Groups								
Transfer to Reserves	10	0	0	0	0	0		
<b>Amount attributable to financing activities</b>		0	0	0	(26,533)	(26,533)		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>								
<b>Surplus or deficit at the start of the financial year</b>		0	0	0	2,853,010	2,853,010	100%	▲
Amount attributable to operating activities		0	0	0	82,942	82,942	100%	▲
Amount attributable to investing activities		0	0	0	(229,936)	(229,936)	100%	
Amount attributable to financing activities		0	0	0	(26,533)	(26,533)	100%	
<b>Surplus or deficit at the end of the financial year</b>	3	0	0	0	2,679,483	2,679,483		

**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 JULY 2024**

**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 budget materially. 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	2,853,010	100%	▲		Note 1: The Opening Funding Surplus whilst not a variance, is in accordance with the un-audited Annual Financial Statements for 23/24.
General Purpose Funding - Other	28,056	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Education and Welfare	42,966	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Recreation and Culture	42,808	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Transport	811,394	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Economic Services	42,756	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Governance	(49,129)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Law, Order and Public Safety	(34,271)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Health	(17,267)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Education and Welfare	(67,783)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Community Amenities	(99,812)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Recreation and Culture	(165,597)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Transport	(211,600)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Economic Services	(53,147)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Other Property and Services	(177,007)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Non-operating Grants, Subsidies and Contributions	16,208	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Proceeds from Disposal of Assets	58,500	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Capital Acquisitions	(304,644)	100%	▲	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024
Repayment of Debentures	(26,533)	(100%)	▼	Timing	The 2024/25 Annual Budget has not yet been uploaded as it was adopted in August 2024

**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 JULY 2024**

**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 the *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 Local Government 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**

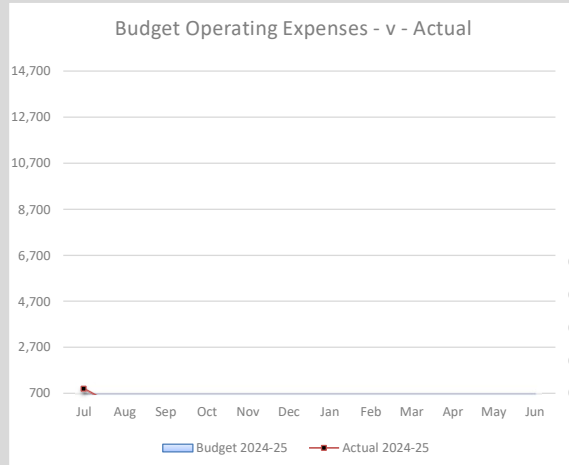
All figures shown in this statement are rounded to the nearest dollar.



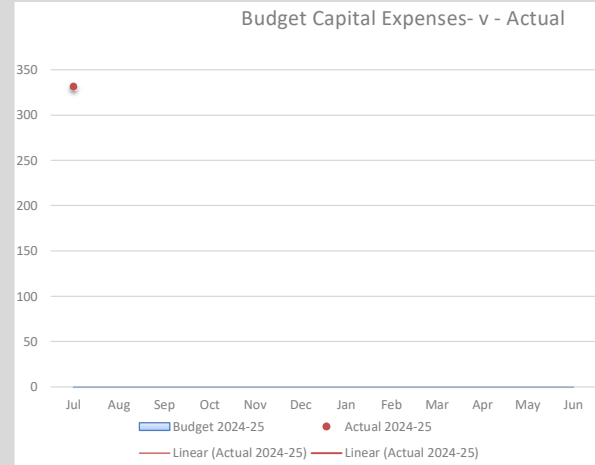
**MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED 31 JULY 2024**

**MONTHLY SUMMARY INFORMATION  
GRAPHS**

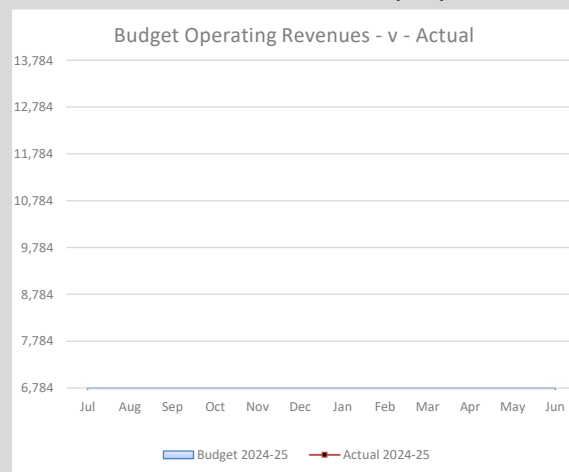
**OPERATING EXPENSES ('000)**



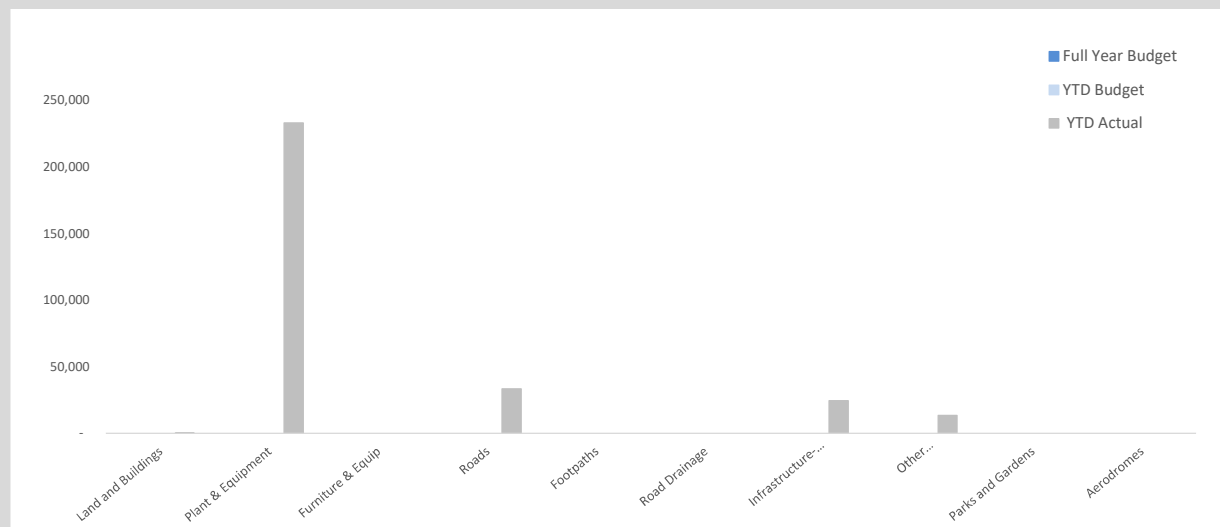
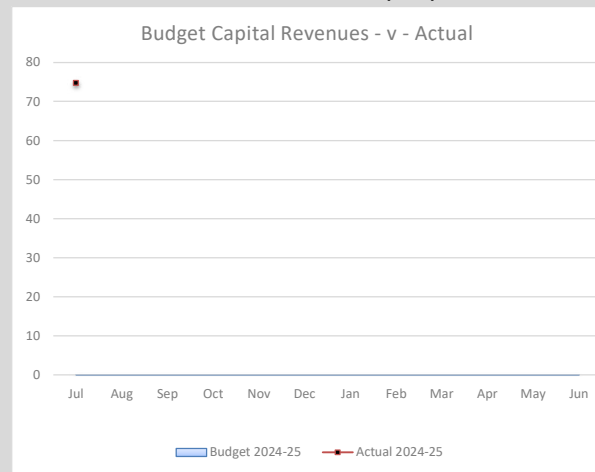
**CAPITAL EXPENSES ('000)**



**OPERATING REVENUE ('000)**



**CAPITAL REVENUE ('000)**



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 JULY 2024**

**NET CURRENT ASSETS**

**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 Local Government's operational cycle. In the case of liabilities where Local Government does not have 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 the Local Government'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 Local Government 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 Local Government 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 Local Government 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 Local Government 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**

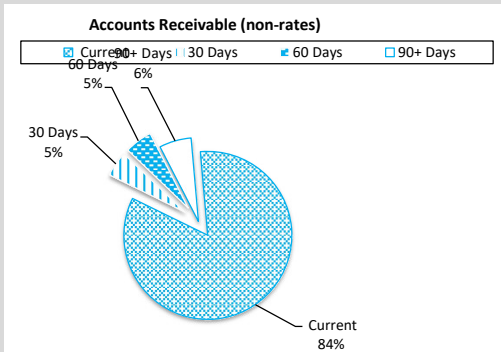
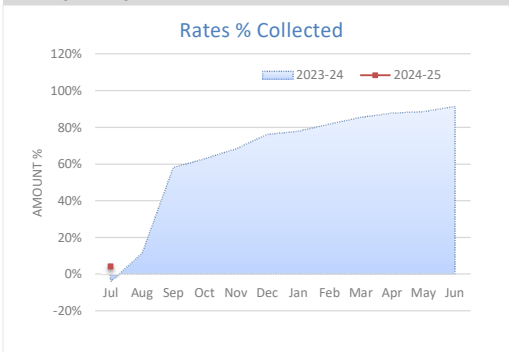
Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JULY 2024**

**OPERATING ACTIVITIES**  
**RECEIVABLES**

Rates Receivable	30 Jun 24	31 Jul 24	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
<b>Opening Arrears Previous Years</b>	<b>658,762</b>	<b>717,743</b>	Receivables - General	729,789	42,678	46,139	53,726	872,333
RATES - Rates Levied - GRV	3,590,595	0	Percentage	83.7%	4.9%	5.3%	6.2%	
RATES - Rates Levied - UV	1,223,381	0						
RATES - Minimum Rates Levied - GRV	678,531	0						
RATES - Minimum Rates Levied - UV	260,091	0						
RATES - Interim Rates Levied - GRV	2,356	0						
RATES - Back Rates Levied - GRV	455	0						
RATES - Ex-Gratia Rates (CBH, etc.)	12,499	0						
Instalment Admin fee	37,054	0						
Private S/Pool Inspection fees	1,860	0						
Domestic Refuse Collection Charges	526,460	(100)						
Domestic Services (Additional)	5,155	0						
Domestic Recycling Service	193,828	0						
Domestic Recycling Service (additional)	284	0						
Commercial Collection Charge	49,196	0						
Commercial Collection Charge (additional)	50,100	0						
Non-Rateable Collection Charge	75,793	0						
Non-Rateable Additional Pick Up	38,831	0						
Commercial Additional Pick Up	27,563	0						
FESA ESL	306,176	320,632						
Total Rates and Rubbish (YTD)	6,773,516	320,532	GST Input					
Less Collections to date	(6,786,520)	(350,226)						
<b>Net Rates Collectable</b>	<b>717,743</b>	<b>688,049</b>	<b>Total Receivables General Outstanding</b>					<b>872,333</b>
% Collected (Current and Arrears)	91.31%	33.73%	<b>Amounts shown above include GST (where applicable)</b>					
Pensioner Deferred Rates		(196,583)						
Pensioner Deferred ESL		(8,986)	Provision For Doubtful Debts ( including Rates)					(200,000)
<b>Total Rates and Rubbish, ESL, Excess Rates</b>		<b>482,480</b>						

**KEY INFORMATION**



Collected	Rates Due
<b>34%</b>	<b>\$482,480</b>

<b>Debtors Due</b>
<b>\$872,333</b>
<b>Over 30 Days</b>
<b>4.9%</b>
<b>Over 60 Days</b>
<b>5.3%</b>
<b>Over 90 Days</b>
<b>6.2%</b>

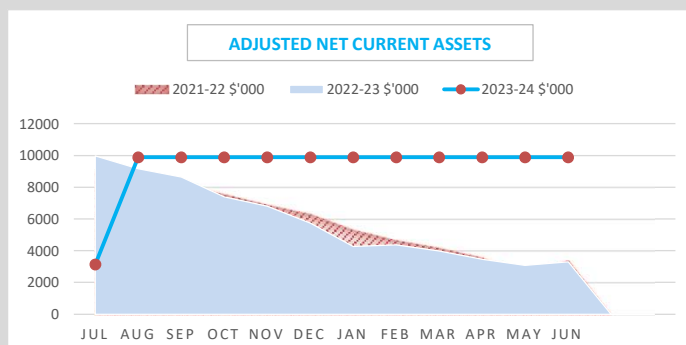
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JULY 2024**

**OPERATING ACTIVITIES  
ADJUSTED NET CURRENT ASSETS**

	Last Years Closing 30 Jun 2024	This Time Last Year 31 Jul 2023	Year to Date Actual 31 Jul 2024
	\$	\$	\$
<b>Current Assets</b>			
Cash Unrestricted - Muni	4,675,114	4,270,246	3,547,096
Cash Restricted - Reserves	4,896,287	2,343,915	8,941
Cash Restricted - Reserves Term Deposits	0	3,000,000	4,896,287
Cash Restricted - Muni Term Deposits	0	0	0
Cash Restricted - Trust Bonds & Deposits	16,130	20,924	21,540
Receivables - Rates and Rubbish, ESL, Excess Rates	512,174	7,483,056	482,480
Receivables - Other	399,158	355,603	1,065,776
Inventories	41,439	25,331	25,943
	<b>10,540,303</b>	<b>17,499,075</b>	<b>10,048,063</b>
<b>Less: Current Liabilities</b>			
Payables	(1,921,134)	(1,832,806)	(1,602,422)
Lease Liabilities	(33,271)	(33,271)	(33,271)
Loan Liability	1,482	(137,392)	28,015
Provisions	(801,017)	(733,283)	(801,017)
	<b>(2,753,940)</b>	<b>(2,736,753)</b>	<b>(2,408,694)</b>
<b>Net Current Asset Position</b>	<b>7,786,362</b>	<b>14,762,322</b>	<b>7,186,835</b>
<b>Less: Cash Restricted</b>	<b>(4,896,287)</b>	<b>(5,330,160)</b>	<b>(4,896,287)</b>
Add Back: Component of Leave Liability not Required to be funded	383,679	371,710	383,679
Add Back: Current Loan Liability	(1,482)	137,392	(28,015)
Current Portion of Lease Liability	33,271	33,271	33,271
<b>Net Current Funding Position</b>	<b>3,305,543</b>	<b>9,974,536</b>	<b>2,679,483</b>

**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)**

**\$2.68 M**

**This Time Last Year**

**Surplus(Deficit)**

**\$9.97 M**

**NOTE: For the Cash Assets above the following investments have been made as at reporting date:**

<u>Cash Restricted (Reserves)</u>	<u>Investment Value</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Institution</u>	<u>Investment %</u>
	\$				
NAB (Investment 1)	2,448,144	08/01/2025	5.35%	NAB	50%
CBA (Investment 1)	2,448,143	08/01/2025	4.94%	CBA	50%
<b>Municipal Funds</b>					
	-				
<b>Total Cash Restricted (Reserves)</b>	<b>4,896,287</b>				<b>100%</b>
<b>Investment Summary</b>					
NAB (Investment 1)	2,448,144				50%
CBA (Investment 1)	2,448,143				50%
<b>Total Investment Summary</b>	<b>4,896,287</b>				<b>100%</b>



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JULY 2024**

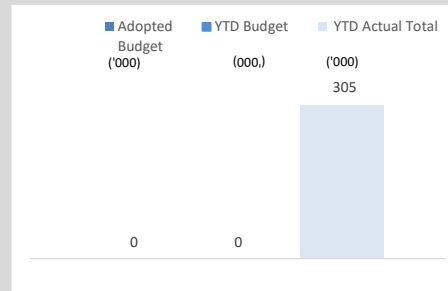
**INVESTING ACTIVITIES  
CAPITAL ACQUISITIONS**

Capital Acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	0	0	0	322	(322)
Plant & Equipment	0	0	0	232,900	(232,900)
Furniture & Equipment	0	0	0	0	0
Roads	0	0	0	33,326	(33,326)
Footpaths	0	0	0	0	0
Road Drainage	0	0	0	0	0
Infrastructure- Bridges	0	0	0	24,545	(24,545)
Other Infrastructure	0	0	0	13,550	(13,550)
Parks and Gardens	0	0	0	0	0
<b>Capital Expenditure Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>304,644</b>	<b>(304,644)</b>

**SIGNIFICANT ACCOUNTING POLICIES**

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

**KEY INFORMATION**



Acquisitions	Adopted Annual Budget	Current Budget	YTD Actual	% Spent
	\$ . M	\$ . M	\$ .3 M	0%

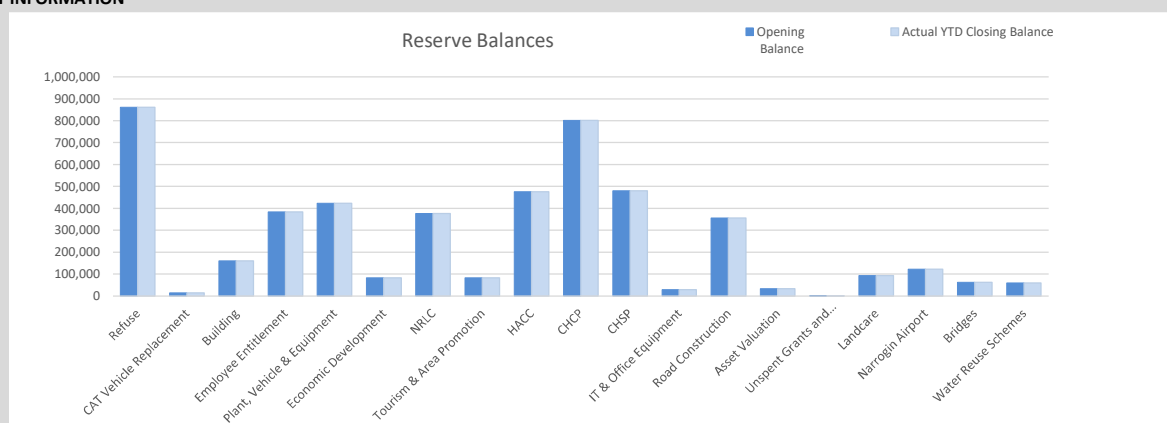
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JULY 2024**

**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	861,363	0	0	0	0	0	0	861,363	861,363
CAT Vehicle Replacement	14,492	0	0	0	0	0	0	14,492	14,492
Building	159,315	0	0	0	0	0	0	159,315	159,315
Employee Entitlement	383,679	0	0	0	0	0	0	383,679	383,679
Plant, Vehicle & Equipment	423,281	0	0	0	0	0	0	423,281	423,281
Economic Development	82,218	0	0	0	0	0	0	82,218	82,218
NRLC	375,998	0	0	0	0	0	0	375,998	375,998
Tourism & Area Promotion	83,549	0	0	0	0	0	0	83,549	83,549
HACC	475,068	0	0	0	0	0	0	475,068	475,068
CHCP	800,416	0	0	0	0	0	0	800,416	800,416
CHSP	479,965	0	0	0	0	0	0	479,965	479,965
IT & Office Equipment	28,094	0	0	0	0	0	0	28,094	28,094
Road Construction	356,468	0	0	0	0	0	0	356,468	356,468
Asset Valuation	33,883	0	0	0	0	0	0	33,883	33,883
Unspent Grants and Contributions	140	0	0	0	0	0	0	140	140
Landcare	92,969	0	0	0	0	0	0	92,969	92,969
Narrogin Airport	122,115	0	0	0	0	0	0	122,115	122,115
Bridges	63,519	0	0	0	0	0	0	63,519	63,519
Water Reuse Schemes	59,758	0	0	0	0	0	0	59,758	59,758
	<b>4,896,287</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,896,287</b>	<b>4,896,287</b>

**KEY INFORMATION**



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JULY 2024

BUDGET  
AMENDMENTS

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

Date	GL / Job Number	GL Description	Description	Council Resolution	Schedule	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
										0
								0	0	0

### 10.3.2 SCHEDULE OF ACCOUNTS PAID – JULY 2024

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	Nil
Previous Item Numbers	Nil
Date	20 August 2024
Author	Therese Walker – Manager Corporate Services
Authorising Officer	Mark Furr – Executive Manager Corporate & Community Services
Attachments	
1. Schedule of Accounts Paid – July 2024	

#### Summary

Council is requested to note the payments as presented in the Schedule of Accounts Paid for July 2024.

#### 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 the Executive Manager Corporate and Community Services and Finance Officer - Creditors.

#### Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b) and Local Government (Financial Management) Regulations 1996, clause 13 relates.

#### 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 2024/25 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



## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, clause 13, which may result in a qualified audit.	Rare (1)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; work health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating of 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The Schedule of Accounts Paid for July 2024 is presented to Council for notation.

Below is a summary of activity:

As at 30 July 2024 Payments		
Payment Type	\$	%
Cheque	877.50	0.05
EFT (incl. Payroll)	1,269,938.05	73.29
Direct Debit	456,007.00	26.32
Credit Card	0.00	0.00
Fuel Card	5,317.51	0.31
Store Cards	605.30	0.03
Total Payments	1,732,745.36	100.00

Regional	\$	%
Non Local/Statutory	1,240,464.43	71.59
Local Suppliers	137,071.07	7.91
Payroll	355,209.86	20.50
Total	1,732,745.36	100.00

### Voting Requirements

Simple Majority

#### OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.09

Moved: Cr Fisher

Seconded: Cr Pomykala

That with respect to the Schedule of Accounts Paid for July 2024, Council note the Report as presented.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

## Accounts Paid - July 2024

### Cheque Payments

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
1	754	04/07/2024	Shire Of Narrogin - Petty Cash-admin			877.50		R
2	INV HC-MAY2024	28/06/2024	Shire Of Narrogin - Petty Cash-admin	HOME CARE PETTY CASH - Various Items	652.50			
3	INV CATS-JUNE24	28/06/2024	Shire Of Narrogin - Petty Cash-admin	AGEDOTHER - CATS DRIVER MEALS - Drivers Lunch June 2024	225.00			
					<b>Cheque Total</b>	<b>877.50</b>		

### EFT Payments

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
4	EFT23484	04/07/2024	Synergy			2,156.26		
5	INV 2058137642	13/06/2024	Synergy	SHOP 1 84 FEDERAL STREET (OLD JEWELLERS) - Electricity Charges 11/04/2024 - 12/06/2024	192.94			
6	INV 2010163118	14/06/2024	Synergy	MUSEUM BUILDING OPERATIONS - Electricity Charges 12/04/2024 - 12/06/2024	336.20			
7	INV 2058139223	14/06/2024	Synergy	LYDEKER DEPOT BUILDING OPERATIONS - Electricity Charges 12/04/2024 - 12/06/2024	1,251.57			
8	INV 2086117895	14/06/2024	Synergy	CEMETERY MAINTENANCE/OPERATIONS - Electricity Charges 12/04/2024 - 12/06/2024	137.34			
9	INV 2006174503	21/06/2024	Synergy	GNARROJIN PARK MAINTENANCE/OPERATIONS - Electricity Charges 20/04/2024 - 20/06/2024	238.21			
10	EFT23485	04/07/2024	Narrogin Packaging			569.20	L	
11	INV 00085792	29/01/2024	Narrogin Packaging	LIONS PARK MAINTENANCE/OPERATIONS - Maintenance Supplies	55.60			
12	INV 00085802	30/01/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Maintenance Materials	11.50			
13	INV 00087178	10/04/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Maintenance Materials	13.40			
14	INV 00088027	23/05/2024	Narrogin Packaging	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Toilet Supplies	488.70			
15	EFT23486	04/07/2024	Great Southern Fuels			11,080.12		
16	INV B77777-D2185059	27/06/2024	Great Southern Fuels	STOCK - PURCHASE OF STOCK MATERIALS - 6,000L Diesel & 200L Unleaded	11,080.12			
17	EFT23487	04/07/2024	Water Corporation			788.43		
18	INV 9013776554	12/06/2024	Water Corporation	HIGHBURY PUBLIC TOILETS OPERATIONS - Water Charges 17/04/2024 - 11/06/2024	57.34			
19	INV 9007669306	12/06/2024	Water Corporation	HIGHBURY HALL BUILDING OPERATIONS - Water Charges 17/04/2024 - 11/06/2024	232.23			
20	INV 9007801880	17/06/2024	Water Corporation	STANDPIPE MAINTENANCE/OPERATIONS - Water Charges 18/04/2024 - 14/06/2024	498.86			R
21	EFT23488	04/07/2024	RJ Smith Engineering			2,728.00		
22	INV D114909	29/02/2024	RJ Smith Engineering	LYDEKER DEPOT BUILDING MAINTENANCE - Patio Tube for Mezzanine Floor	2,728.00			
23	EFT23489	04/07/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford			1,571.99		
24	INV 55039	09/02/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	ONGN ISUZU MUX LSM 4X4(EMCCS Vehicle) (P5) - 15,000KM Service	478.95			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
25	INV JC24042509	24/05/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	NGN2 TOYOTA COROLLA HATCH 2.0L pet CVT - Fixed Front Bumper Cover	753.96			
26	INV JC24042804	14/06/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	NGN227 2021 TOYOTA COROLA NHC (P28) - 15,000km Service	339.08			F
27	EFT23490	04/07/2024	Narrogin Amcal Chemist			29.80	L	F
28	INV 1083275	22/03/2024	Narrogin Amcal Chemist	CHCP -Client Purchases - Continence Aids	29.80			
29	EFT23491	04/07/2024	WA College of Agriculture - Narrogin			500.00	L	
30	INV 24239	14/05/2024	WA College of Agriculture - Narrogin	MEMBERS - DONATIONS TO COMMUNITY GROUPS - Road Safety Open Day Donation	500.00			
31	EFT23492	04/07/2024	BKS Electrical Pty Ltd			418.00	L	
32	INV 2894	27/10/2021	BKS Electrical Pty Ltd	CARAVAN PARK - RENEWAL DEVELOPMENT - Locate In-House Power Water	165.00			
33	INV 3131	07/09/2022	BKS Electrical Pty Ltd	JOHN HIGGINS COMMUNITY COMPLEX BUILDING OPERATIONS - Locate Private Water Pipes at John Higgins Pavillion (YMCA)	253.00			
34	EFT23493	04/07/2024	Independence Australia Group			459.92		F
35	INV 82269393.01	26/06/2024	Independence Australia Group	CHCP -Client Purchases - Continence Products	459.92			
36	EFT23494	04/07/2024	Surgical House Pty Ltd			83.20		F
37	INV A940171	26/06/2024	Surgical House Pty Ltd	CHCP -CLIENT PURCHASES - Continence Products	83.20			
38	EFT23495	04/07/2024	Narrogin & Districts Plumbing Service			220.00	L	
39	INV INV-1863	08/06/2024	Narrogin & Districts Plumbing Service	ADMIN OFFICE BUILDING MAINTENANCE - Unblock Sewer Line	220.00			
40	EFT23496	04/07/2024	Epic Fire Solutions T/As MCG Fire Services			2,595.50		
41	INV INV-3743	02/05/2024	Epic Fire Solutions T/As MCG Fire Services	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Fire Panel Fault Repairs. New Fire fighter Loop Board, Smoke Detectors	2,095.00			
42	INV INV-3829	06/06/2024	Epic Fire Solutions T/As MCG Fire Services	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Monthly EVAC Test -May	181.50			
43	INV INV-3871	26/06/2024	Epic Fire Solutions T/As MCG Fire Services	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Monthly FDAS & Monthly EVAC Test- June	319.00			
44	EFT23497	04/07/2024	Integrated ICT			335.50		
45	INV 26694CN	25/05/2023	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Monthly Preventive Maintenance for Financial Year 2022-23 - Credit Note	-275.00			
46	INV 31259	29/02/2024	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signature Cloud February 2024	203.50			
47	INV 31712	31/03/2024	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signature Cloud March 2024	203.50			
48	INV 33000	28/06/2024	Integrated ICT	ADMIN - INFORMATION SYSTEMS - Exclaimer Signature Cloud June 2024	203.50			
49	EFT23498	04/07/2024	InterFire Agencies			1,020.65		
50	INV INV-19209	20/06/2024	InterFire Agencies	FIRE - MOTOR VEHICLE EXPENSES - Damaged Fire Hose Replacement	1,020.65			
51	EFT23499	04/07/2024	Keeling Electrical Group Pty Ltd			1,595.20	L	
52	INV 1594	17/06/2024	Keeling Electrical Group Pty Ltd	HISTORY HALL BUILDING MAINTENANCE -- Install New distribution Board Including RCD's	1,595.20			
53	EFT23500	04/07/2024	Narrogin Fruit Trading Pty Ltd			249.88	L	



		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
54	INV INV-0596	26/10/2023	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Council Meeting Dinner 25 October 2023 - Reversal	-455.00			
55	INV INV-0596	26/10/2023	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Council Meeting Dinner 25 October 2023	500.50			
56	INV INV-0596	26/10/2023	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Welcome Morning Tea to NRLC - Reversal	-593.25			
57	INV INV-0596	26/10/2023	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Welcome Morning Tea to NRLC	652.58			
58	INV 000F20231121269	21/11/2023	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Ice Bag	19.50			
59	INV 000F20240617135	17/06/2024	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Weekly Office Order	60.70			
60	INV 000F20240617134	17/06/2024	Narogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Weekly Office Order	64.85			
61	EFT23501	04/07/2024	PC Harley Family Trust (Narogin Newsagency)			38.45	L	
62	INV SN00159631052024	31/05/2024	PC Harley Family Trust (Narogin Newsagency)	ADMIN - PRINTING & STATIONERY - Various Invoices	38.45			
63	EFT23502	04/07/2024	M & V Ranieri Building Contractors			35,794.00		R F
64	INV 00000109	24/06/2024	M & V Ranieri Building Contractors	Railway Dam Toilet - Build Toilet at Railway Dam	35,794.00			
65	EFT23503	04/07/2024	Ockley Park			33,000.00		
66	INV 180624	18/06/2024	Ockley Park	SUSPENSE ACCOUNT - Purchase of Gravel Payment Rejected	33,000.00			
67	EFT23504	04/07/2024	Paul Foran			1,125.00		
68	INV 25062024	25/06/2024	Paul Foran	BUILD - SUBSCRIPTIONS & MEMBERSHIPS - Building Surveyor Practitioner Re-registration Fee	1,125.00			
69	EFT23505	12/07/2024	Best Office Systems			2,021.45	L	PF
70	INV 632866	25/06/2024	Best Office Systems	VARIOUS DEPARTMENTS - Printing Charges June	2,021.45			
71	EFT23506	12/07/2024	Synergy			2,723.49		
72	INV 2026154474	12/06/2024	Synergy	NRLC - UTILITY - ELECTRICITY - Electricity Charges 15/02/24 - 12/03/24 - Short Payment	408.45			
73	INV 2086116988	13/06/2024	Synergy	LIBRARY BUILDING OPERATIONS - Electricity Charges 11/04/24 - 12/06/24	367.49			
74	INV 2070132556	18/06/2024	Synergy	SUNDRY DRY PARKS/RESERVES MAINTENANCE/OPERATIONS - Electricity Charges 16/04/24 - 13/06/24	121.87			
75	INV 2062135494	25/06/2024	Synergy	COMMUNITY GARDEN MAINTENANCE/OPERATIONS - Electricity Charges 23/04/24 - 20/06/24	173.12			
76	INV 2090114666	25/06/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Charges 23/04/24 - 20/06/24	148.26			
77	INV 2010171201	25/06/2024	Synergy	TOUR- VISITORS CENTRE BUILDING OPERATIONS - Electricity Charges 20/04/24 - 20/06/24	508.87			
78	INV 2090114928	26/06/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricity Charges 23/04/24 - 20/06/24	576.05			
79	INV 2010175100	28/06/2024	Synergy	HIGHBURY HALL BUILDING OPERATIONS - Electricity Charges 24/04/24 - 25/06/24	266.01			
80	INV 2006180887	28/06/2024	Synergy	HIGHBURY PUBLIC TOILETS OPERATIONS - Electricity Charges 24/04/24 - 25/06/24	153.37			
81	EFT23507	12/07/2024	Narogin Packaging			653.62	L	PF
82	INV 00085772	29/01/2024	Narogin Packaging	OTHCUL - AUSTRALIA DAY - Sunshades	120.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
83	INV 00088666	28/06/2024	Narrogin Packaging	HIGHBURY PUBLIC TOILETS OPERATIONS - Cleaning Materials	40.00			
84	INV 00088675	29/06/2024	Narrogin Packaging	VARIOUS BUILDINGS - Cleaning Supplies	493.62			
85	EFT23509	12/07/2024	Water Corporation			5,893.13		
86	INV 9010739547	10/06/2024	Water Corporation	LYDEKER DEPOT BUILDING OPERATIONS - Water Charges 12/04/24 - 07/06/24	177.75			
87	INV 9007800191	12/06/2024	Water Corporation	STANDPIPE MAINTENANCE/OPERATIONS - Water Charges 17/04/24 - 11/06/24	5,715.38			R
88	EFT23510	12/07/2024	Leigh Norman Ballard			12,025.02		
89	INV 20240628	28/06/2024	Leigh Norman Ballard	MEMBERS - PRESIDENT'S ALLOWANCE 01/04/2024 - 30/06/2024	12,025.02			
90	EFT23511	12/07/2024	Makit Narrogin Hardware			700.35	L	
91	INV 115978	01/06/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	488.05			
92	INV 115983	04/06/2024	Makit Narrogin Hardware	HIGHBURY PUBLIC TOILETS MAINTENANCE - Maintenance Supplies	79.00			
93	INV 116007	13/06/2024	Makit Narrogin Hardware	VARIOUS DEPARTMENTS - Maintenance Supplies	133.30			
94	EFT23512	12/07/2024	Westrac Pty Ltd			226.12		
95	INV P19798820	28/06/2024	Westrac Pty Ltd	VARIOUS VEHICLES - Supply 2 x Air Run Hoses Each	226.12			
96	EFT23513	12/07/2024	It Vision			92,165.06		
97	INV INITV41385	26/06/2024	It Vision	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - SynergySoft - Annual Subscription 01/07/2024 - 30/06/2025	92,165.06			
98	EFT23514	12/07/2024	Narrogin Bearing Service			29.99	L	
99	INV IN215147	20/02/2024	Narrogin Bearing Service	2017 VOLVO EC220DL EXCAVATOR - Supply x1 Bow Shackle 6.5 Ton	29.15			
100	INV IN219009	30/06/2024	Narrogin Bearing Service	INVEST - BANK FEES AND CHARGES - Financial Charges	0.84			
101	EFT23515	12/07/2024	RJ Smith Engineering			802.00		
102	INV DI12676	03/11/2023	RJ Smith Engineering	LIB - GENERAL OFFICE EXPENSES - Water Bottles For Water Filter	102.00			
103	INV DI13904	11/01/2024	RJ Smith Engineering	ROAD MAINTENANCE GENERAL EXPENSES - x2 3T Round Sling	80.00			
104	INV DI17912	28/06/2024	RJ Smith Engineering	NO3 2020 NISSAN UD TIP TRUCK - Repair Cracks in Tub & Repair Ball Hinge	620.00			
105	EFT23516	12/07/2024	Public Transport Authority			1,732.27		
106	INV RCTIMAR24	09/04/2024	Public Transport Authority	TRANS WA Ticket Sales & Commission March 2024	282.25			
107	INV 30042024	30/04/2024	Public Transport Authority	TRANS WA Ticket Sales & Commission April 2024	714.80			
108	INV 31052024	31/05/2024	Public Transport Authority	TRANS WA Ticket Sales & Commission May 2024	735.22			
109	EFT23517	12/07/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford			335.61		
110	INV PI23062691	03/05/2024	Octave Holdings Pty Ltd T/as Narrogin Toyota, Mazda & Ford	1NO 2022 TOYOTA HILUX 4X4 2.4L DSL DUAL CAB - Service Filters	335.61			
111	EFT23518	12/07/2024	Air Response			294.00	L	

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
112	INV 157560A	13/03/2024	Air Response	NRLC - BUILDING STRUCTURAL MAINTENENCE - Aircon Service And Repairs	294.00			
113	EFT23519	12/07/2024	New Security Installations Pty Ltd			915.20		
114	INV 2296	24/03/2024	New Security Installations Pty Ltd	TOWN HALL BUILDING OPERATIONS - GPRS Alarm Monitoring	915.20			
115	EFT23520	12/07/2024	Bob Waddell & Associates Pty Ltd			20,336.25		
116	INV 3972	17/06/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBI Assistance	3,055.00			
117	INV 3972	17/06/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBI Assistance	3,462.50			
118	INV 3987	24/06/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBI Assistance	13,818.75			
119	EFT23521	12/07/2024	West Australian Newspapers Limited			1,360.00		
120	INV 1028037520240531	31/05/2024	West Australian Newspapers Limited	MEMBERS - ADVERTISING & PROMOTIONS - Narrogin Narrative June 2024	680.00			
121	INV 1028037520240630	30/06/2024	West Australian Newspapers Limited	MEMBERS - ADVERTISING & PROMOTIONS - Narrogin Narrative July 2024	680.00			
122	EFT23522	12/07/2024	Narrogin Pumps Solar And Spraying			4,547.21	L	
123	INV 00051955	01/09/2023	Narrogin Pumps Solar And Spraying	ESL - BFB PLANT AND EQUIPMENT MAINTENANCE - Hoses And Assorted Parts For Fire Truck	411.32			
124	INV 0058200	05/06/2024	Narrogin Pumps Solar And Spraying	ESL - BFB PLANT AND EQUIPMENT MAINTENANCE - Install Pumps in Fast Fill Trailer for Nomans Lake	4,135.89			
125	EFT23523	12/07/2024	State Emergency Service			2,416.93		F
126	INV 0023	24/06/2024	State Emergency Service	ESL - SES SUBSIDY EXPENDITURE - Reimbursement From Impressed Petty Cash	2,416.93			
127	EFT23524	12/07/2024	Clive Malcolm Bartron			2,574.00		
128	INV 20240628	28/06/2024	Clive Malcolm Bartron	MEMBERS - MEMBERS SITTING FEES - 01/04/2024 - 30/06/2024	2,574.00			
129	EFT23525	12/07/2024	Easifleet			2,799.41		
130	INV 27032024	27/03/2024	Easifleet	ITC Salary Sacrifice 01/02/2024 to 29/02/2024	552.65			
131	INV 11042024	11/04/2024	Easifleet	ITC Salary Sacrifice 01/03/2024 - 31/03/2024	758.67			
132	INV 09052024	09/05/2024	Easifleet	ITC Salary Sacrifice 01/04/2024 - 30/04/2024	418.20			
133	INV 18062024	18/06/2024	Easifleet	ITC Salary Sacrifice 01/05/2024 - 31/05/2024	410.96			
134	INV 03072024	03/07/2024	Easifleet	ITC Salary Sacrifice 01/06/2024 - 30/06/2024	658.93			
135	EFT23526	12/07/2024	Exteria			9,223.50		
136	INV SI2000290	25/06/2024	Exteria	SHELTER OVER BBQ AT WILBUR PARK AND SLAB - Supply & Deliver 1 Skillion Park Shelter	9,223.50			
137	EFT23527	12/07/2024	Murray John Fisher			2,540.25		
138	INV 20240628	28/06/2024	Murray John Fisher	MEMBERS - MEMBERS SITTING FEES - 01/04/2024 - 30/06/2024	2,540.25			
139	EFT23528	12/07/2024	United Security Enforcement Corporation			475.20		
140	INV 00013236	17/06/2024	United Security Enforcement Corporation	LYDEKER DEPOT BUILDING OPERATIONS - Security Alarm Response x2	316.80			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
141	INV 00013241	27/06/2024	United Security Enforcement Corporation	LYDEKER DEPOT BUILDING OPERATIONS - Security Alarm Response	158.40			
142	EFT23529	12/07/2024	Northstar Asset Trust T/a Artistralia Pty Ltd			352.00		
143	INV 00012980	10/06/2024	Northstar Asset Trust T/a Artistralia Pty Ltd	WELFARE - YOUTH SERVICES - Movie Copyrights For Winter School Holidays 2024	352.00			
144	EFT23530	12/07/2024	AFGRI Equipment Australia Pty Ltd			2,408.81		
145	INV 2832173	10/04/2024	AFGRI Equipment Australia Pty Ltd	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Supply Service Filters	475.79			
146	INV 2856470	17/06/2024	AFGRI Equipment Australia Pty Ltd	NO4719 2020 JOHN DEERE 620G GRADER - Perform Valve Lash & General Checkover	1,190.01			
147	INV 2857705	20/06/2024	AFGRI Equipment Australia Pty Ltd	NO4719 2020 JOHN DEERE 620G GRADER - Supply Service Filters	527.08			
148	INV 2861220	28/06/2024	AFGRI Equipment Australia Pty Ltd	NGN390 2004 JOHN DEERE TRACTOR - Supply Back Window Handle	215.93			
149	EFT23531	12/07/2024	Timothy Robert Wiese			2,586.00		
150	INV 20242806	28/06/2024	Timothy Robert Wiese	MEMBERS - MEMBERS SITTING FEES - 01/04/2024 - 30/06/2024	2,586.00			
151	EFT23532	12/07/2024	Elders Rural Services Narrogin			493.74		
152	INV CB83738	24/06/2024	Elders Rural Services Narrogin	ARMSTRONG RD RE-SHEET SLK 0.0 TO 4.3 - 2 x 4.2 Meter Gates And 4 x Hinges	493.74			
153	EFT23533	12/07/2024	Aquatic Services WA Pty Ltd			3,761.45		
154	INV AS#20174567	26/06/2024	Aquatic Services WA Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Supply Floor Inlet For Pool	143.00			
155	INV AS#20174568	26/06/2024	Aquatic Services WA Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Supply Two Drain Valves for Filters	1,866.04			
156	INV AS#20174569	26/06/2024	Aquatic Services WA Pty Ltd	NRLC - EQUIPMENT HIRE & PURCHASE - Parts for Heat Exchanger	1,014.20			
157	INV AS#20174570	26/06/2024	Aquatic Services WA Pty Ltd	NRLC - CHEMICALS - Pool Chemicals	738.21			
158	EFT23534	12/07/2024	Corsign (WA) Pty Ltd			429.00		PF
159	INV 00086090	21/06/2024	Corsign (WA) Pty Ltd	WANDERING ROAD CONSTRUCTION - Wheatbelt Secondary Freight Network Signs	275.00			
160	INV 00086624	24/06/2024	Corsign (WA) Pty Ltd	SIGNS & TRAFFIC CONTROL EXPENSES - Side Road On Curve Signs	154.00			
161	EFT23535	12/07/2024	Farmworks Narrogin Pty Ltd			920.13	L	
162	INV 105116	31/03/2024	Farmworks Narrogin Pty Ltd	INVEST - BANK FEES AND CHARGES - 1.00% Of Balance	8.93			
163	INV 105150	03/04/2024	Farmworks Narrogin Pty Ltd	INVEST - BANK FEES AND CHARGES - 1.00% Of Balance	8.93			
164	INV 105670	30/04/2024	Farmworks Narrogin Pty Ltd	INVEST - BANK FEES AND CHARGES - 1.00% Of Balance	0.09			
165	INV 106360	04/06/2024	Farmworks Narrogin Pty Ltd	INVEST - BANK FEES AND CHARGES - 1.00% Of Balance	0.18			
166	INV 106780	20/06/2024	Farmworks Narrogin Pty Ltd	VERGE MAINTENANCE - Hammer Herbicide 5lt	902.00			
167	EFT23536	12/07/2024	Elgas			30,412.15		
168	INV 0361086725	13/06/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7350L	12,133.17			
169	INV 0361051627	19/06/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 5363L	8,853.08			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
170	INV 0361051110	26/06/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 5710L	9,425.90			
171	EFT23537	12/07/2024	OneMusic Australia			2,391.85		
172	INV 434633	02/02/2024	OneMusic Australia	NRLC - LICENCES & SUBSCRIPTIONS - Music Licence 01/02/24 - 30/04/24	1,182.78			
173	INV 460318	02/05/2024	OneMusic Australia	NRLC - LICENCES & SUBSCRIPTIONS - Music Licence 01/05/24 - 31/07/24	1,209.07			
174	EFT23538	12/07/2024	Graham Kenneth Broad			4,106.76		
175	INV 20240628	28/06/2024	Graham Kenneth Broad	MEMBERS - DEPUTY PRESIDENT'S ALLOWANCE - 01/04/2024 - 30/06/2024	4,106.76			
176	EFT23539	12/07/2024	ITR Pacific Pty Ltd			772.20		
177	INV 698373	26/06/2024	ITR Pacific Pty Ltd	VARIOUS VEHICLES - Supply Tip Scarifier Unik M/GR	772.20			
178	EFT23540	12/07/2024	Roxanne Rae McNab			2,540.25		
179	INV 20240628	28/06/2024	Roxanne Rae McNab	MEMBERS - MEMBERS SITTING FEES - 01/04/2024 - 30/06/2024	2,540.25			
180	EFT23541	12/07/2024	Joshua John Pomykala			2,540.25		
181	INV 20240628	28/06/2024	Joshua John Pomykala	MEMBERS - MEMBERS SITTING FEES - 01/04/2024 - 30/06/2024	2,540.25			
182	EFT23542	12/07/2024	IRIS Consulting Group PTY LTD			2,728.00		
183	INV 00002298	06/06/2024	IRIS Consulting Group PTY LTD	ADMIN - TRAINING & DEVELOPMENT - Records Training x4	2,728.00			
184	EFT23543	12/07/2024	The Royal Life Saving Society Australia			440.00		
185	INV RLSSWA INV1658	14/06/2024	The Royal Life Saving Society Australia	NRLC - LICENCES & SUBSCRIPTIONS - Watch Around Water (3 Year Registration)	440.00			
186	EFT23544	12/07/2024	Narrogin Freightlines			267.16	L	
187	INV INV-14623	30/06/2024	Narrogin Freightlines	ROAD MAINTENANCE GENERAL EXPENSES - Delivery Of Pothole Repair Mix	267.16			
188	EFT23545	12/07/2024	Mark Furr			1,089.00		
189	INV 300624	30/06/2024	Mark Furr	13 HOUGH ST - OPERATIONS - Reimbursement - Internet Wifi Crisp Wireless August 2023 - June 2024	1,089.00			
190	EFT23547	12/07/2024	Narrogin Fruit Trading Pty Ltd			916.85	L	
191	INV INV-0605	30/10/2023	Narrogin Fruit Trading Pty Ltd	LIB - EVENT CATERING - Catering For Narrogin Health Expo	493.35			
192	INV INV-0972	27/06/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Council Meeting 26 June	423.50			
193	EFT23548	12/07/2024	PC Harley Family Trust (Narrogin Newsagency)			621.79	L	
194	INV I0000003783	27/06/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Stationery Order June 2024	505.25			
195	INV SN00160630062024	30/06/2024	PC Harley Family Trust (Narrogin Newsagency)	LIB - PRINTING & STATIONERY - Newspapers June 2024	116.54			
196	EFT23549	12/07/2024	Prime Television (Southern) Pty Limited			3,298.90		
197	INV 501795	30/04/2024	Prime Television (Southern) Pty Limited	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Promotional Ads - April 2024	964.70			
198	INV 504543	31/05/2024	Prime Television (Southern) Pty Limited	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Promotional Ads - May 2024	1,096.70			



		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
199	INV 507413	30/06/2024	Prime Television (Southern) Pty Limited	TOUR - PUBLIC RELATIONS & AREA PROMOTION - Promotional Ads - June 2024	1,237.50			
200	EFT23550	12/07/2024	Team Global Express Pty Ltd			639.70		
201	INV 0629-T740710	16/06/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	229.44			
202	INV 0630-T740710	23/06/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	116.49			
203	INV 0631-T740710	30/06/2024	Team Global Express Pty Ltd	VARIOUS DEPARTMENTS - Freight Charges	293.77			
204	EFT23551	12/07/2024	Therese Walker			1,687.56		
205	INV 280624	28/06/2024	Therese Walker	ADMIN - TRAVEL & ACCOMMODATION - Reimbursement - Accommodation, Meals And Parking	1,687.56			
206	EFT23552	12/07/2024	JH Computer Services			16,136.84		
207	INV 003005-D01	31/03/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Microsoft 365 Premium Subscription March 2024	2,046.00			
208	INV 003203-D01	01/04/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - IT Contract Charges April 2024	12,044.84			
209	INV 003006-D01	30/04/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Microsoft 365 Premium Subscription April 24	2,046.00			
210	EFT23553	12/07/2024	Metro Filters			330.00		
211	INV 102722	17/05/2024	Metro Filters	TOWN HALL (FEDERAL ST) BUILDING MAINTENANCE - Site Inspection	330.00			
212	EFT23554	12/07/2024	Luke Ashley Howell			44.00		
213	INV 210624	21/06/2024	Luke Ashley Howell	WORKS - TRAINING & DEVELOPMENT - Reimbursement - High Risk Work Licence	44.00			
214	EFT23555	12/07/2024	Shine Lawyers			119.00		
215	INV 300624	30/06/2024	Shine Lawyers	SUSPENSE ACCOUNT - Reimbursement - Mayors Parlour Hire Per Hour	119.00			
216	EFT23556	12/07/2024	Victoria Eckersley			273.00		
217	INV 250624	25/06/2024	Victoria Eckersley	WELFARE - YOUTH SERVICES - Reimbursement - Winter School Holidays Expenses	273.00			
218	EFT23557	12/07/2024	YMCA Services Pty Ltd			303.99		R
219	INV 50038953	26/06/2024	YMCA Services Pty Ltd	NRLC - ALLOWANCES & GENERAL KIOSK SUPPLIES - Lifeguard Shirts And Goggles	303.99			
220	EFT23558	12/07/2024	Premium Brake And Clutch Services			10,419.20		
221	INV 42366	06/05/2024	Premium Brake And Clutch Services	NO2731 FOUR AXLE SIDE TIPPER TRAILER - Brake Drums, Brake Shoes, Hub Seals And Roller Kits	4,444.00			
222	INV 42389	10/05/2024	Premium Brake And Clutch Services	NO2731 FOUR AXLE SIDE TIPPER TRAILER - Camshaft Bush, Camshaft Seal And Hub Cap O-Ring	765.60			
223	INV 42432	21/05/2024	Premium Brake And Clutch Services	NO2706 FOUR AXLE SIDE TIPPER TRAILER - Brake Drums, Brake Shoes, Hub Seals, Roller Kits, Camshaft Bushes, Camshaft Seals And Hub Cap O Rings	5,209.60			
224	EFT23559	12/07/2024	NER Finance			270.41		
225	INV NA00199507	19/06/2024	NER Finance	NRLC - EQUIPMENT HIRE & PURCHASE - Monthly Printer Rental - July 2024	270.41			
226	EFT23560	12/07/2024	Jerome Jerome PTY LTD			1,650.00		PF
227	INV 9	15/05/2024	Jerome Jerome PTY LTD	PUBLIC ART STRATEGY - IMPLEMENTATION - NRLC Mural Artwork	1,650.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
228	EFT23561	12/07/2024	Midland Brick Pty Ltd			1,810.71		F
229	INV 2030752	17/06/2024	Midland Brick Pty Ltd	FOOTPATH MAINTENANCE - 5x 312 Red Pavers	1,810.71			
230	EFT23562	12/07/2024	Arts Collide Pty Ltd			1,650.00		PF
231	INV 20240623	23/06/2024	Arts Collide Pty Ltd	PUBLIC ART STRATEGY - IMPLEMENTATION - NRLC Mural Artwork	1,650.00			
232	EFT23563	12/07/2024	Australia Post			548.95		PF
233	INV 1013345319	03/07/2024	Australia Post	VARIOUS DEPARTMENTS - Postage Charges June 2024	548.95			
234	EFT23564	12/07/2024	Landgate			122.00		
235	INV 1393474	01/07/2024	Landgate	PLAN - TITLE/COMPANY SEARCHES - Copy of Certificate of Title	122.00			
236	EFT23565	12/07/2024	Narogin Meals On Wheels			384.00	L	F
237	INV JUNE-24	01/07/2024	Narogin Meals On Wheels	CHSP MEALS ON WHEELS COMMITTEE - Meals on Wheels June 2024	384.00			
238	EFT23566	12/07/2024	Wa Country Health Service			1,267.20		F
239	INV 651343	03/07/2024	Wa Country Health Service	CHSP Meals on Wheels Catering Contract - Meals on Wheels June 2024	1,267.20			
240	EFT23567	12/07/2024	Octave Holdings Pty Ltd T/as Narogin Toyota, Mazda & Ford			141,000.00		F
241	INV R121100760	04/07/2024	Octave Holdings Pty Ltd T/as Narogin Toyota, Mazda & Ford	P56 FUSO ROSA (BUS) - Replacement of Fuso Rosa Bus to Coaster	141,000.00			
242	EFT23568	12/07/2024	Bob Waddell & Associates Pty Ltd			11,137.50		
243	INV 3998	01/07/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - 24/25 Budget, Asset and FBT Assistance	11,137.50			
244	EFT23569	12/07/2024	Department of Mines, Industry Regulation and Safety			3,850.43		
245	INV 010724	01/07/2024	Department of Mines, Industry Regulation and Safety	BSL LEVY - PAYMENTS - Payment of BSL - May 2024 & Adjustment March 2023	3,850.43			
246	EFT23570	12/07/2024	Thinkproject Australia Pty Ltd			12,427.80		
247	INV RSL-20840	01/07/2024	Thinkproject Australia Pty Ltd	WORKS - TRAINING & DEVELOPMENT - RAMM Rental and Transport	12,427.80			
248	EFT23571	12/07/2024	Dale Stewart			784.89		
249	INV 040724	04/07/2024	Dale Stewart	ADMIN - OTHER EMPLOYEE EXPENSES - Reimbursement of Internet for CEO 07/2023 - 05/2024	784.89			
250	EFT23572	12/07/2024	CRISP Wireless			948.00		
251	INV 202401004687	01/07/2024	CRISP Wireless	TOUR- VISITORS CENTRE BUILDING OPERATIONS - Crisp Lite Annual Subscription 01/7/24 - 30/06/25	948.00			
252	EFT23573	12/07/2024	John Warburton			132.50		
253	INV 020724	02/07/2024	John Warburton	PWO - EMTRS - ALLOWANCES - Membership Fee NGN Golf Club	132.50			
254	EFT23574	12/07/2024	Victoria Eckersley			326.40		
255	INV 020724	02/07/2024	Victoria Eckersley	WELFARE - YOUTH SERVICES - Prizes for School Holiday Activities	273.75			
256	INV 030724	03/07/2024	Victoria Eckersley	WELFARE - YOUTH SERVICES - Mixing Bowl & Food for Amazing Race Event	52.65			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
257	EFT23575	12/07/2024	Djinda Kaal Dreaming			500.00		
258	INV 182	09/07/2024	Djinda Kaal Dreaming	OTHCUL - INDIGENOUS CULTURAL EVENTS - Quandong Necklace Making Workshop - Deposit	500.00			
259	EFT23576	12/07/2024	Goodyear Auto Care Narrogin			2,955.00	L	
260	INV 103234	24/06/2024	Goodyear Auto Care Narrogin	NO4719 2020 JOHN DEERE 620G GRADER - Supply & Fit x2 Grader Tyres	2,955.00			
261	EFT23577	18/07/2024	Synergy			2,715.08		
262	INV 2030169751	10/07/2024	Synergy	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Electricity Charges 12/06/24 - 30/06/24	2,715.08			
263	EFT23578	18/07/2024	Narrogin Packaging			82.35	L	
264	INV 00088793	06/07/2024	Narrogin Packaging	ADMIN OFFICE BUILDING OPERATIONS - Interleave Towel	82.35			
265	EFT23579	18/07/2024	Water Corporation			1,091.87		
266	INV 9007713995	02/07/2024	Water Corporation	CAFE - 45 FEDERAL ST BUILDING OPERATIONS - Water Charges 01/07/24 - 31/08/24	336.53			R
267	INV 9007713979	02/07/2024	Water Corporation	39 FEDERAL ST BUILDING OPERATIONS - Water Charges 01/07/24 - 31/08/24	251.51			
268	INV 9007713223	02/07/2024	Water Corporation	TOWN HALL (FEDERAL ST) BUILDING OPERATIONS - Water Charges 01/07/24 - 31/08/24	251.51			
269	INV 9013829396	10/07/2024	Water Corporation	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Trade Waste Permit 01/07/24 - 30/06/25	252.32			
270	EFT23580	18/07/2024	Westrac Pty Ltd			889.17		
271	INV P19806474	01/07/2024	Westrac Pty Ltd	NGN426 2022 CAT SKID STEER LOADER - ALL TERRAIN LOADER - Service Filters & 20L Drum	350.09			
272	INV P19815998	03/07/2024	Westrac Pty Ltd	NO4516 2021 CATERPILLAR CW34 CTS ROLLER (WORKS) (P8517) - Supply Solenoid Switch	539.08			
273	EFT23581	18/07/2024	Narrogin Bearing Service			487.27	L	
274	INV IN219035	03/07/2024	Narrogin Bearing Service	NO1225 KOMATSU FG25T-12 FORKLIFT (WORKS) (P834) - Supply 4x ISO Metric Taper Bearings, Oil Seal Metric and Gasket Paper	487.27			
275	EFT23582	18/07/2024	PFD Food Services Pty Ltd			422.40		R
276	INV LM251660	09/07/2024	PFD Food Services Pty Ltd	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	422.40			
277	EFT23583	18/07/2024	WA Hino			282.70		
278	INV 308573	04/07/2024	WA Hino	NGN339 HINO ROAD SWEEPER 2021 - Supply Service Filters	282.70			
279	EFT23584	18/07/2024	Narrogin Chamber Of Commerce			300.00	L	
280	INV INV-0164	08/07/2024	Narrogin Chamber Of Commerce	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Annual Membership 2024/25	300.00			
281	EFT23585	18/07/2024	Bob Waddell & Associates Pty Ltd			12,188.00		
282	INV 4013	09/07/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - 24/25 Budget, Asset and FBT Assistance	12,188.00			
283	EFT23586	18/07/2024	Department Of Premier & Cabinet			285.60		
284	INV 1008368	02/07/2024	Department Of Premier & Cabinet	MEMBERS - ADVERTISING & PROMOTIONS - Government Gazette June 2024	285.60			
285	EFT23587	18/07/2024	State Emergency Service			3,232.57		F

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
286	INV 0024	30/06/2024	State Emergency Service	ESL - SES SUBSIDY EXPENDITURE - Reimbursement from Impressed Petty Cash for Narogin SES FY 2023/24	3,232.57			
287	EFT23588	18/07/2024	Building and Construction Industry Training Fund			1,672.47		
288	INV 160724	16/07/2024	Building and Construction Industry Training Fund	BCITF LEVY - TRUST PAYMENTS - CTF Payments 01/03/24 - 30/06/24	1,672.47			
289	EFT23589	18/07/2024	AMPAC Debt Recovery Pty Ltd			7,777.59		R
290	INV 108719	30/06/2024	AMPAC Debt Recovery Pty Ltd	RATES - DEBT COLLECTION EXPENSES - Debt Recovery Charges June 24	7,777.59			
291	EFT23590	18/07/2024	Quarter Midget Youth Speedway			2,500.00		
292	INV 2023-16	01/07/2024	Quarter Midget Youth Speedway	OTHCU - COMMUNITY CHEST - Community Chest Grant 2024	2,500.00			
293	EFT23591	18/07/2024	Truck Centre (WA) Pty Ltd			850.42		
294	INV 1789342-000001	11/07/2024	Truck Centre (WA) Pty Ltd	NO3 2020 NISSAN UD TIP TRUCK - Bumper	850.42			
295	EFT23592	18/07/2024	Wirtgen Australia Pty Ltd			1,970.95		
296	INV 1900118150	11/07/2024	Wirtgen Australia Pty Ltd	NO4929 2015 HAMM 3520HT STEEL VIBE ROLLER - Exhaust Conversion Kit	1,970.95			
297	EFT23593	18/07/2024	Jcb Construction Equipment Australia			506.01		
298	INV J1R155040P	04/07/2024	Jcb Construction Equipment Australia	NGN339 HINO ROAD SWEEPER 2021 - Supply Service Filters for JCB Auxiliary Motor	506.01			
299	EFT23594	18/07/2024	Komatsu Australia Pty Ltd			258.36		
300	INV 003666851	15/04/2024	Komatsu Australia Pty Ltd	NO084 KOMATSU WA380-6 WHEEL LOADER - Revision Mirror	258.36			
301	EFT23595	18/07/2024	Narogin Auto Centre			405.00	L	
302	INV 334278	16/07/2024	Narogin Auto Centre	ONO 2021 MITSUBISHI OUTLANDER PHEV - 15,000km Service	405.00			
303	EFT23596	18/07/2024	The White Family Trust T/a Narogin Valley Stockfeed			447.90		
304	INV NVS139295	26/06/2024	The White Family Trust T/a Narogin Valley Stockfeed	ANIMAL POUND OPERATIONS - Dog Food & Medication	447.90			
305	EFT23597	18/07/2024	Industrial Automation			1,437.70		R
306	INV SINV-15591	15/07/2024	Industrial Automation	STANDPIPE MAINTENANCE/OPERATIONS - Annual Support Fee & Annual Cloud Server	1,437.70			
307	EFT23598	18/07/2024	Elgas			1,202.74		
308	INV 0361043731	30/05/2024	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 359L	594.44			
309	INV 0361395973	01/07/2024	Elgas	CARAVAN PARK GENERAL MAINTENANCE/OPERATIONS - Gas Supplied 210KG	183.70			
310	INV 1611089910	01/07/2024	Elgas	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Gas Supplied 45KG	58.30			
311	INV 0361395980	01/07/2024	Elgas	NRLC - UTILITY - GAS - Gas Supplied 7500L	366.30			
312	EFT23599	18/07/2024	ASSA ABLOY Australia Pty Limited			354.43		F
313	INV IN02772261	02/07/2024	ASSA ABLOY Australia Pty Limited	RAILWAY DAM ECO TOILETS - Entrance Door Lock Keyed To Master Key System	354.43			
314	EFT23600	18/07/2024	McKenzie Rural Fencing			1,120.90		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
315	INV 00000229	12/07/2024	McKenzie Rural Fencing	LANGE RD RE-SHEET SLK 6. 1 TO 10. 4 - Rural Fence Erection Along Side Lange Gravel Pit	1,120.90			
316	EFT23601	18/07/2024	MC & SP Russell			500.00		
317	INV 250624	25/06/2024	MC & SP Russell	TOUR - EXPENSED MINOR ASSET PURCHASES - Railway Station Photo Booth	500.00			
318	EFT23602	18/07/2024	Stephen Kenneth Rowe			1,317.89		
319	INV A300800	15/07/2024	Stephen Kenneth Rowe	Rates refund for assessment A300800 14 WATT STREET NARROGIN WA 6312	1,317.89			
320	EFT23603	18/07/2024	Forms Express Pty Ltd			253.00		
321	INV 250324	08/07/2024	Forms Express Pty Ltd	RATES - PRINTING AND STATIONERY - Update Information to Rates, Final and Instalment Notices For New Financial Year	253.00			
322	EFT23604	18/07/2024	Narrogin Fruit Trading Pty Ltd			73.53	L	
323	INV 000F2024070814	08/07/2024	Narrogin Fruit Trading Pty Ltd	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Weekly Office Order	73.53			
324	EFT23605	18/07/2024	Team Global Express Pty Ltd			122.54		
325	INV 0632-T740710	07/07/2024	Team Global Express Pty Ltd	VARIOUS VEHICLES - Freight Charges	122.54			
326	EFT23606	18/07/2024	Harcher Distributors (Wa Distributors P/L)			262.80		R
327	INV 977087	09/07/2024	Harcher Distributors (Wa Distributors P/L)	NRLC - GENERAL KIOSK SUPPLIES GEN - Kiosk Stock	262.80			
328	EFT23607	18/07/2024	Perfect Gym Solutions			770.00		
329	INV INV-10972	01/07/2024	Perfect Gym Solutions	NRLC - LICENCES & SUBSCRIPTIONS - Perfect Gym Membership	770.00			
330	EFT23608	18/07/2024	Officeworks Ltd			635.20		
331	INV 615369084	15/07/2024	Officeworks Ltd	ADMIN - PRINTING & STATIONERY - Copy Paper	635.20			
332	EFT23609	18/07/2024	Able Sales Pty Ltd			27,000.00		F
333	INV 844110	10/06/2024	Able Sales Pty Ltd	MANARING ROAD BRIDGE - Lighting Tower For Traffic Management	27,000.00			
334	EFT23610	18/07/2024	Omnicom Media Group Australia Pty Ltd			487.39		
335	INV 1758431	08/07/2024	Omnicom Media Group Australia Pty Ltd	ADMIN - ADVERTISING - Differential Rates 2024/25	487.39			
336	EFT23611	18/07/2024	Western Australian Police Force			51.00		
337	INV 127090780	13/06/2024	Western Australian Police Force	COMMUNITY - RECRUITMENT - NDVC Volunteers National Police Check	51.00			
338	EFT23613	18/07/2024	Corasaniti Constructions			4,004.00		F
339	INV INV-0083	05/07/2024	Corasaniti Constructions	CHCP - CLIENT PURCHASES - Install Hand Rails & Replace Verandah Tiles	4,004.00			
340	EFT23614	18/07/2024	Anglo American Exploration (Australia) Pty Ltd			955.18		
341	INV A340264	16/07/2024	Anglo American Exploration (Australia) Pty Ltd	Rates refund for assessment A340264 E70/05472 MINING TENEMENT NARROGIN WA 6312	477.59			
342	INV A340265	16/07/2024	Anglo American Exploration (Australia) Pty Ltd	Rates refund for assessment A340265 E70/05487 MINING TENEMENT NARROGIN WA 6312	477.59			
343	EFT23615	18/07/2024	Ngoc Minh Tam Trung			440.60		



		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
344	INV A131800	15/07/2024	Ngoc Minh Tam Truong	Rates refund for assessment A131800 113 DONEY STREET NARROGIN WA 6312	440.60			
345	EFT23616	18/07/2024	JA Miller & KL Miller t/a Pharkarwee Trading			3,802.46		
346	INV INV-0020	03/07/2024	JA Miller & KL Miller t/a Pharkarwee Trading	HEALTH - CONTROL EXPENSES - Pigeons - Ongoing OVO Control of Pigeons in the CBD	3,802.46			
347	EFT23617	18/07/2024	Mike Halliburton Associates			14,905.00		PF
348	INV INV-0081	10/07/2024	Mike Halliburton Associates	NARROGIN TO WILLIAMS RAIL TRAIL FEASIBILITY STUDY - Rail Trail Feasibility Study 2024/25	14,905.00			
349	EFT23618	18/07/2024	Chanelle Jayde de Vries			1,247.61		
350	INV A222400	15/07/2024	Chanelle Jayde de Vries	Rates refund for assessment A222400 UNIT 3 GRAY STREET	1,247.61			
351	EFT23619	18/07/2024	Djinda Kaal Dreaming			500.00		
352	INV 182	09/07/2024	Djinda Kaal Dreaming	OTHCUL - Indigenous Cultural Events - NAIDOC Week 2024 Quandong Necklace Making Workshop (Total \$1000) Ref Item 258	500.00			
353	EFT23620	18/07/2024	Regional Development Australia Wheatbelt Inc			550.00		
354	INV 15724	15/07/2024	Regional Development Australia Wheatbelt Inc	PLAN - Subscription & Memberships - Grant Guru for LGS 2024-25 Subscripion	550.00			
355	EFT23621	18/07/2024	Aaron and Hayley Ford			1,634.61		
356	INV A104200	15/07/2024	Aaron and Hayley Ford	RATES REFUND ASSESTMENT - A104200 1 Ashworth Crescent NARROGIN WA 6312	1,634.61			
357	EFT23622	18/07/2024	Face Painting By Mary			210.00		
358	INV 70	05/07/2024	Face Painting By Mary	WELFARE - YOUTH SERVICES - Face Painting Bluey Festival 5 July 2024	210.00			
359	EFT23623	18/07/2024	Elizabeth Webb			239.50		
360	INV 150724	15/07/2024	Elizabeth Webb	ADMIN - RECRUITMENT - Reimbursement - Pre Employment Costs	239.50			
361	EFT23624	24/07/2024	Department Of Human Services			355.93		
362	INV 74	03/07/2024	Department Of Human Services	Payroll Deductions/Contributions	355.93			
363	EFT23625	24/07/2024	Easifleet			3,764.70		
364	INV 03/07/2024	23/07/2024	Easifleet	NOVATED LEASE - VARIOUS EMPLOYEES PPE 01/07/2024	3,764.70			
365	EFT23626	24/07/2024	Australian Services Union Western Australian Branc			26.50		
366	INV 74	03/07/2024	Australian Services Union Western Australian Branc	Payroll Deductions/Contributions	26.50			
367	EFT23627	26/07/2024	Synergy			12,242.43		
368	INV 2086132424	02/07/2024	Synergy	ROADM - STREET LIGHTING MAINTENANCE/OPERATIONS - Electricy Charges 25/05/2024 - 24/06/2024	12,242.43			
369	EFT23628	26/07/2024	Narrogin Packaging			1,024.05	L	
370	INV 00088794	06/07/2024	Narrogin Packaging	HIGHBURY PUBLIC TOILETS OPERATIONS - 1 Carton Toilet Rolls & 100 Vinyl Gloves	280.00			
371	INV 00088792	06/07/2024	Narrogin Packaging	LIB - GENERAL OFFICE EXPENSES - Interleave Towel 1 Carton	82.35			
372	INV 00088867	12/07/2024	Narrogin Packaging	NRLC - BUILDING MAINTENANCE - 1 Carton Toilet Rolls & 1Box Urinal Pads	129.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
373	INV 00088846	12/07/2024	Narrogin Packaging	ADMIN OFFICE BUILDING OPERATIONS - 2 Cartons Facial Tissues	142.70			
374	INV 00088881	20/07/2024	Narrogin Packaging	VARIOUS LOCATIONS - Toilet Supplies	390.00			
375	EFT23629	26/07/2024	Water Corporation			20,180.20		
376	INV 0143	29/05/2024	Water Corporation	MUSEUM BUILDING OPERATIONS - Water Charges 04/04/2024 - 28/05/2024	14.34			
377	INV 0175	30/05/2024	Water Corporation	SMITH ST PUBLIC TOILETS OPERATIONS - Water Charges 08/04/2024 - 29/05/2024	269.90			
378	INV 9007713987	30/05/2024	Water Corporation	OLD SHIRE OFFICE BUILDING OPERATIONS - Water Charges 08/04/2024 - 29/05/2024	82.02			
379	INV 0140	05/06/2024	Water Corporation	BMX PARK - Water Charges 09/04/2024 - 04/06/2024	11.47			
380	INV 0168	05/06/2024	Water Corporation	MAY ST PUBLIC TOILETS OPERATIONS - Water Charges 08/04/2024 - 04/06/2024	129.92			
381	INV 0135	05/06/2024	Water Corporation	CROQUET CLUBROOMS BUILDING OPERATIONS - Water Charges 09/04/2024 - 04/06/2024	1,644.65			R
382	INV 0176	05/06/2024	Water Corporation	SHOWGROUNDS WATER CHARGES - 08/04/2024 - 04/06/2024	4,801.79			R
383	INV 0171	05/06/2024	Water Corporation	NRLC UTILITY - WATER - Water Charges 08/04/2024 - 04/06/2024	13,171.64			
384	INV 9007721063	05/06/2024	Water Corporation	WASTE FACILITIES BUILDING OPERATIONS - Water Charges 08/04/2024 - 04/06/2024	54.47			
385	EFT23630	26/07/2024	WALGA Western Australian Local Government Association			53,498.12		
386	INV LGC24-122	09/07/2024	WALGA Western Australian Local Government Association	MEMBERS - MEMBERS CONFERENCE/TRAINING EXPENSES - Convention Registration CEO & 5x Elected Members	11,186.80			
387	INV SI-010949	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - WALGA Annual Membership 2024/25	11,799.52			
388	INV SI-010952	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Procurement Services 2024/25	3,064.60			
389	INV SI-010951	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Employee Relations 2024/25	9,438.00			
390	INV SI-010953	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Tax Services 2024/25	2,211.00			
391	INV SI-010954	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Local Laws Service 2024/25	777.70			
392	INV SI-010955	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Governance Service 2024/25	665.50			
393	INV SI-010950	17/07/2024	WALGA Western Australian Local Government Association	MEMBERS - SUBSCRIPTIONS & PUBLICATIONS - Council Connect 2024/25	14,355.00			
394	EFT23631	26/07/2024	It Vision			277.20		
395	INV INITV41332	23/06/2024	It Vision	ADMIN - GENERAL OFFICE EXPENSES - Reverse Asset Disposal	277.20			
396	EFT23632	26/07/2024	Narrogin Liquor Barons			115.97	L	
397	INV 282320	10/07/2024	Narrogin Liquor Barons	MEMBERS - CIVIC FUNCTIONS, REFRESHMENTS & RECEPTIONS - Supplies For Council Meeting	115.97			
398	EFT23633	26/07/2024	Narrogin Betta Home Living			234.00	L	
399	INV 25710093362	13/07/2024	Narrogin Betta Home Living	ADMIN - OFFICE EQUIPMENT MTCE - Desk Hub Finance Area	234.00			
400	EFT23634	26/07/2024	Great Southern Waste Disposal			44,336.50	L	
401	INV IV00000003034	05/07/2024	Great Southern Waste Disposal	WASTE COLLECTION SERVICES - June 2024	44,336.50			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
402	EFT23635	26/07/2024	Air Response			3,092.02	L	
403	INV 157867A	11/07/2024	Air Response	NRLC - EQUIPMENT HIRE & PURCHASE - Emergency Call Out For HVAC Fault Find	919.52			
404	INV 157766A	11/07/2024	Air Response	NRLC - EQUIPMENT HIRE & PURCHASE - Quarterly Service	2,172.50			
405	EFT23636	26/07/2024	Narrogin Gasworx			146.00	L	F
406	INV 78132	11/07/2024	Narrogin Gasworx	CHCP - CLIENT PURCHASES - Shower Chair	146.00			
407	EFT23637	26/07/2024	Local Government Professionals Australia WA			1,100.00		
408	INV 40777	22/07/2024	Local Government Professionals Australia WA	ADMIN - SUBSCRIPTIONS AND MEMBERSHIPS - Local Government Career Campaign	1,100.00			
409	EFT23638	26/07/2024	Farmers Centre (Narrogin) Pty Ltd			336.70	L	
410	INV 92621	12/07/2024	Farmers Centre (Narrogin) Pty Ltd	2017 VOLVO EC220DL EXCAVATOR - Supply 3m Grease Line & Fittings	143.83			
411	INV 92677	18/07/2024	Farmers Centre (Narrogin) Pty Ltd	NO4871 2014 JOHN DEERE 670G GRADER w/ TOP CON - Supply Hydraulic Hose & Fittings	192.87			
412	EFT23639	26/07/2024	WA College of Agriculture - Narrogin			100.00	L	
413	INV 24577	17/07/2024	WA College of Agriculture - Narrogin	OTHCUL- DONATIONS/SPONSORSHIPS - Student Sponsorship Awards Fund	100.00			
414	EFT23640	26/07/2024	Bob Waddell & Associates Pty Ltd			10,164.00		
415	INV 4033	15/07/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBI Assistance	6,732.00			
416	INV 4042	22/07/2024	Bob Waddell & Associates Pty Ltd	ADMIN - CONSULTANTS - Outsourcing Finance - 24/25 Budget, Asset & FBI Assistance	3,432.00			
417	EFT23641	26/07/2024	Local Health Authorities Analytical Committee			1,171.87		
418	INV MA2024 092	22/07/2024	Local Health Authorities Analytical Committee	HEALTH - ANALYTICAL EXPENSES - Annual Analytical Services 2024/25	1,171.87			
419	EFT23642	26/07/2024	Wren Oil			154.00		
420	INV 173342	16/07/2024	Wren Oil	SAN - WASTE RECYCLING - Admin & Compliance Fees For Collection & Disposal of Oil Waste	154.00			
421	EFT23643	26/07/2024	Narrogin Auto Centre			65,646.40	L	PF
422	INV 332860	15/05/2024	Narrogin Auto Centre	NGN219 CATS Vehicle 2020 - CATS Vehicle Replacement NGN219 as per Contract Stock	15,834.90			
423	INV 24840	23/07/2024	Narrogin Auto Centre	PURCHASE OF REHO VEHICLE 2024 - New Mitsubishi Eclipse Cross	49,811.50			
424	EFT23644	26/07/2024	Telair Pty Ltd			1,676.55		PF
425	INV TA10781-060	30/06/2024	Telair Pty Ltd	VARIOUS DEPARTMENTS - Telephone Charges June 2024	1,676.55			
426	EFT23645	26/07/2024	Kynan Edward Head			44.00		
427	INV 24072024	24/07/2024	Kynan Edward Head	WORKS - TRAINING & DEVELOPMENT - High Risk Work Licence Renewal Reimbursement	44.00			
428	EFT23646	26/07/2024	The White Family Trust T/a Narrogin Valley Stockfeed			140.00	L	
429	INV NVS140934	17/07/2024	The White Family Trust T/a Narrogin Valley Stockfeed	ANIMAL POUND OPERATIONS - Dog Food	140.00			

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
430	EFT23647	26/07/2024	Divine Framing			385.00		
431	INV INV-0725	23/07/2024	Divine Framing	MEMBERS - EXPENSED MINOR ASSET PURCHASES - Mount & Frame Councillors & Senior Staff Photos	385.00			
432	EFT23648	26/07/2024	Elgas			11,406.83		
433	INV 0361050696	04/07/2024	Elgas	NRLC UTILITY - GAS - 6,700L Gas Supplied	11,060.16			
434	INV 0361050695	04/07/2024	Elgas	NRLC UTILITY - GAS - 210L Gas Supplied	346.67			
435	EFT23649	26/07/2024	Earl Street Physiotherapy			195.00	L	F
436	INV 0045684	08/07/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Move Your Body Program	10.00			
437	INV 0045685	08/07/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Consultation	85.00			
438	INV 0045710	10/07/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Standard Consultation	90.00			
439	INV 0045798	15/07/2024	Earl Street Physiotherapy	CHCP - CLIENT PURCHASES - Move Your Body Program	10.00			
440	EFT23650	26/07/2024	Surgical House Pty Ltd			541.24		F
441	INV A941704	03/07/2024	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Continence Aids Supply & Delivery	309.82			
442	INV A941703	03/07/2024	Surgical House Pty Ltd	CHCP - CLIENT PURCHASES - Continence Aids Supply & Delivery	231.42			
443	EFT23651	26/07/2024	Narrogin & Districts Plumbing Service			594.00	L	
444	INV INV-1909	17/07/2024	Narrogin & Districts Plumbing Service	SMITH ST PUBLIC TOILETS MAINTENANCE - Supply & Install Time Flow Taps to Accessible Toilets	594.00			
445	EFT23652	26/07/2024	Narrogin Podiatry			71.50	L	F
446	INV 0014963	09/07/2024	Narrogin Podiatry	CHCP - CLIENT PURCHASES - Standard Consultation	71.50			
447	EFT23653	26/07/2024	GK Creative Pty Ltd			562.50		
448	INV GKC2022029	29/05/2024	GK Creative Pty Ltd	SANOTH - WASTE DISPOSAL - 250 Safety Stickers For Wheelie Bins	562.50			
449	EFT23654	26/07/2024	Tyrecycle PTY LTD			15,190.80		
450	INV 182046	03/07/2024	Tyrecycle PTY LTD	SAN - WASTE DISPOSAL - Waste Management Facility Tyre Collection	15,190.80			
451	EFT23655	26/07/2024	Narrogin Fruit Trading Pty Ltd			147.05	L	
452	INV 000F2024071579	15/07/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	35.70			
453	INV 000F2024072234	22/07/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	42.56			
454	INV 000F2024072236	22/07/2024	Narrogin Fruit Trading Pty Ltd	ADMIN - GENERAL OFFICE EXPENSES - Weekly Office Order	68.79			
455	EFT23656	26/07/2024	PC Harley Family Trust (Narrogin Newsagency)			1,611.65	L	

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
456	INV SN00 1363 3006 2024	30/06/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Narrogin Observers	19.00		
457	INV I0000003929	16/07/2024	PC Harley Family Trust (Narrogin Newsagency)	ADMIN - PRINTING & STATIONERY - Stationery Order July 2024	1,592.65		
458	EFT23657	26/07/2024	Therese Walker		1,935.00		
459	INV 25072024	25/07/2024	Therese Walker	ADMIN - OTHER EMPLOYEE EXPENSES - Relocation Expenses 50% After 12 Months Service	1,935.00		
460	EFT23658	26/07/2024	JH Computer Services		1,100.00		
461	INV 003202-D01	24/06/2024	JH Computer Services	ADMIN - INFORMATION SYSTEMS - Supply 4 New Acer Desktop Computers	1,100.00		
462	EFT23659	26/07/2024	Coca Cola Euro Pacific		717.45		R
463	INV 0234430308	12/07/2024	Coca Cola Euro Pacific	NRLC - GENERAL KIOSK SUPPLIES - Kiosk Stock	717.45		
464	EFT23660	26/07/2024	Joy De Castro T/A Safesmart		1,171.00		F
465	INV 1022	08/07/2024	Joy De Castro T/A Safesmart	CHCP & CHSP - TRAINING & DEVELOPMENT - Manual Handling & Medication Management Training	1,171.00		
466	EFT23661	26/07/2024	Air Liquide Australia Limited		398.38		
467	INV KG1907	12/07/2024	Air Liquide Australia Limited	NRLC - FIRST AID SUPPLIES - 2 Medical Oxygen Cylinders - Rental Period 31/03/2024 - 31/03/2025	398.38		
468	EFT23662	26/07/2024	Cardering Pty Ltd		388.00		F
469	INV 317	18/07/2024	Cardering Pty Ltd	CHCP - CLIENT PURCHASES - Consultation & Assessment For Equipment	388.00		
470	EFT23663	26/07/2024	South West Fire Unit Fabrications		15,055.33		
471	INV I38279	17/07/2024	South West Fire Unit Fabrications	NO209 ISUZU FTS139/260 FIRE UNIT - Service & Repairs as per DFES Standard	15,055.33		
472	EFT23664	26/07/2024	Medelect Biomedical Services		874.50		
473	INV 6642	14/05/2024	Medelect Biomedical Services	NRLC - FIRST AID SUPPLIES - Defibrillator Maintenance	874.50		
474	EFT23665	26/07/2024	Tunstall Austalia Pty Ltd		22.50		F
475	INV INV1145327	01/07/2024	Tunstall Austalia Pty Ltd	CHCP - CLIENT PURCHASES - Sim Card For Fall Alarm	22.50		
476	EFT23666	26/07/2024	ACCPA Ltd		2,145.00		F
477	INV INV-3851	23/07/2024	ACCPA Ltd	CHCP & CHSP SUBSCRIPTIONS & MEMBERSHIPS Annual Membership Fee 2024/25	2,145.00		
				EFT Total	914,728.19		

#### Direct Debits

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
478	DD10029.1	01/07/2024	Shire Of Narrogin		22,413.45		PF



		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
479	INV B0668	01/07/2024	Shire Of Narrogin	PLANTS - Vehicle Licence Fees 12 Months 2024/25	22,413.45			
480	DD10086.1	06/07/2024	Zefari Pty Ltd			380.00		
481	INV EMTRSRENT230524	23/05/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 23/05/24	380.00			
482	DD10089.1	06/07/2024	Zefari Pty Ltd			380.00		
483	INV EMTRSRENT060624	06/06/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 06/06/24	380.00			
484	DD10093.1	06/07/2024	Les Mills Asia Pacific			912.26		
485	INV LMB1257510	03/06/2024	Les Mills Asia Pacific	NRLC - CONTRACT MANAGEMENT EXPENSE - Group Fitness Licence June 2024	912.26			
486	DD10094.1	06/07/2024	Sandwai Pty Ltd			752.40		
487	INV INV-4093	01/06/2024	Sandwai Pty Ltd	CHSP - INFORMATION SYSTEMS - Monthly Charges June24	752.40			F
488	DD10095.1	06/07/2024	Sandwai Pty Ltd			844.80		
489	INV INV-3966	01/04/2024	Sandwai Pty Ltd	CHSP - INFORMATION SYSTEMS - Monthly Charges Apr24	844.80			F
490	DD10096.1	06/07/2024	Sandwai Pty Ltd			844.80		
491	INV INV-4025	01/05/2024	Sandwai Pty Ltd	CHSP - INFORMATION SYSTEMS - Monthly Charges May24	844.80			F
492	DD10097.1	06/07/2024	Les Mills Asia Pacific			912.26		
493	INV 1255219	01/05/2024	Les Mills Asia Pacific	NRLC - CONTRACT MANAGEMENT EXPENSE - Group Fitness Licence May 2024	912.26			
494	DD10134.1	06/07/2024	Les Mills Asia Pacific			912.26		
495	INV 1252685	02/04/2024	Les Mills Asia Pacific	NRLC - CONTRACT MANAGEMENT EXPENSE - Group Fitness Licence April 2024	912.26			
496	DD10194.1	29/07/2024	Telstra			1,488.32		
497	INV K845707541-6	12/07/2024	Telstra	VARIOUS DEPARTMENTS - Telephone Charges July 2024	1,488.32			
498	DD10203.1	24/07/2024	Australian Taxation Office			87,252.00		
499	INV PAYGPPE01/07/2024	24/07/2024	Australian Taxation Office	PAYG TAX - PAYG tax Withholding PPE 01/07/2024	43,954.00			
500	INV PAYGPPE15/07/2024	24/07/2024	Australian Taxation Office	PAYG TAX - PAYG tax Withholding PPE 15/07/2024	43,298.00			
501	DD10233.1	12/07/2024	Narrogin Packaging			-		
502	INV 00088867	12/07/2024	Narrogin Packaging	NRLC - BUILDING MAINTENANCE - 1 Carton Toilet Roll & 1 Box Urinal Pads	129.00			
503	INV 00088867	12/07/2024	Narrogin Packaging	NRLC - BUILDING MAINTENANCE - 1 Carton Toilet Roll & 1 Box Urinal Pads	129.00			
504	DD10241.1	01/07/2024	Shire Of Narrogin			22,413.45		
505	INV B0668	01/07/2024	Shire Of Narrogin	PLANT - Vehicle Licence Fees 12 Months 2024/25	22,413.45			
506	DD10247.1	01/07/2024	Shire Of Narrogin			22,413.45		
507	INV B0668	01/07/2024	Shire Of Narrogin	PLANT - Vehicle Licence Fees 12 Months 2024/25	22,413.45			
508	DD10261.1	29/07/2024	Beam			30,249.99		
509	INV SUPERPPE15072024	29/07/2024	Beam	SUPERANNUATION CONTRIBUTION - Pay run 76 - PPE 15/07/2024	30,249.99			
510	DD10262.1	29/07/2024	Beam			30,287.99		

		Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
511	INV SUPER01/07/2024	29/07/2024	Beam	SUPERANNUATION CONTRIBUTION - Pay run 74 - PPE 01/07/2024	30,287.99			
512	DD10280.1	26/07/2024	Xero			70.00		
513	INV INV-36859493	26/07/2024	Xero	CHSP & CHCP - INFORMATION SYSTEMS - Xero Monthly Subscription July 2024	70.00			F
514	DD10281.1	01/07/2024	Sandwai Pty Ltd			771.10		
515	INV INV-4165	01/07/2024	Sandwai Pty Ltd	CHSP & CHCP - INFORMATION SYSTEMS - Monthly Charges July 2024	771.10			F
516	DD10282.1	18/07/2024	Zefari Pty Ltd			380.00		
517	INV EMTRSRENT180724	18/07/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 18/07/24	380.00			
518	DD10283.1	04/07/2024	Zefari Pty Ltd			380.00		F
519	INV EMTRSRENT040724	04/07/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 04/07/24	380.00			
520	DD10284.1	01/07/2024	Elders Real Estate Pty Ltd			1,386.67	L	
521	INV EMDRSRENT010724	01/07/2024	Elders Real Estate Pty Ltd	EMDRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent 01/07/24	1,386.67			
522	DD10285.1	01/07/2024	CRISP Wireless			1,317.80		
523	INV 202401004342	01/07/2024	CRISP Wireless	VARIOUS DEPARTMENTS - Monthly Internet Charges July 2024	1,317.80			
524	DD10286.1	11/07/2024	Zefari Pty Ltd			380.00		
525	INV EMTRSRENT110724	11/07/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 11/07/24	380.00			
526	DD10287.1	25/07/2024	Zefari Pty Ltd			380.00		
527	INV EMTRSRENT250724	25/07/2024	Zefari Pty Ltd	EMTRS STAFF HOUSING RENTAL PROPERTY EXPENSES - Rent Week Ending 25/07/24	380.00			
528	DD10309.1	01/07/2024	Les Mills Asia Pacific			912.26		
529	INV LMB1259523	01/07/2024	Les Mills Asia Pacific	NRLC - LICENCES & SUBSCRIPTIONS - Group Fitness Licence July 2024	912.26			
530	DD10322.1	03/07/2024	WA Treasury Corporation			19,631.05		
531	INV 132	15/08/2024	WA Treasury Corporation	Loan No. 132 Interest payment - Staff Housing	19,631.05			
532	DD10322.2	01/07/2024	WA Treasury Corporation			28,214.24		
533	INV 133	15/08/2024	WA Treasury Corporation	Loan No. 133 Interest payment - Caravan Park 3 Chalets	28,214.24			
534	DD10338.2	10/07/2024	Department of Transport			7,855.20		
535	INV 20240710	10/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 10/07/2024	7,855.20			
536	DD10338.3	11/07/2024	Department of Transport			13,355.95		
537	INV 20240711	11/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 11/07/2024	13,355.95			
538	DD10338.4	12/07/2024	Department of Transport			9,564.70		
539	INV 20240712	12/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 12/07/2024	9,564.70			
540	DD10338.5	15/07/2024	Department of Transport			9,768.75		
541	INV 20240715	15/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 15/07/2024	9,768.75			
542	DD10338.6	16/07/2024	Department of Transport			27,333.50		

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
543	INV 20240716	16/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 16/07/2024	27,333.50		
544	DD10338.7	17/07/2024	Department of Transport		15,397.65		
545	INV 20240717	17/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 17/07/2024	15,397.65		
546	DD10338.8	18/07/2024	Department of Transport		32,492.55		
547	INV 20240718	18/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 18/07/2024	32,492.55		
548	DD10338.9	19/07/2024	Department of Transport		13,307.40		
549	INV 20240719	19/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 19/07/2024	13,307.40		
550	DD10338.10	22/07/2024	Department of Transport		6,019.90		
551	INV 20240722	22/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 22/07/2024	6,019.90		
552	DD10338.11	23/07/2024	Department of Transport		13,517.05		
553	INV 20240723	23/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 23/07/2024	13,517.05		
554	DD10338.13	24/07/2024	Department of Transport		6,333.80		
555	INV 20240724	24/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 24/07/2024	6,333.80		
556	DD10338.14	25/07/2024	Department of Transport		10,960.80		
557	INV 20240725	25/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 25/07/2024	10,960.80		
558	DD10338.15	26/07/2024	Department of Transport		7,888.40		
559	INV 20240726	26/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 26/07/2024	7,888.40		
560	DD10338.16	29/07/2024	Department of Transport		10,205.00		
561	INV 20240729	29/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 29/07/2024	10,205.00		
562	DD10338.17	01/07/2024	Department of Transport		8,664.30		
563	INV 20240701	01/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 01/07/2024	8,664.30		
564	DD10338.18	04/07/2024	Department of Transport		11,939.50		
565	INV 20240704	04/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 04/07/2024	11,939.50		
566	DD10338.19	05/07/2024	Department of Transport		5,617.30		
567	INV 20240705	05/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 05/07/2024	5,617.30		
568	DD10338.20	08/07/2024	Department of Transport		10,798.45		
569	INV 20240708	08/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 08/07/2024	10,798.45		
570	DD10338.21	09/07/2024	Department of Transport		3,533.15		
571	INV 20240709	09/07/2024	Department of Transport	DEPARTMENT OF TRANSPORT 09/07/2024	3,533.15		
				<b>Direct Debit Total</b>	<b>456,007.00</b>		

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
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#### Fuel Card Purchases

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
572	EFT23508	12/07/2024	Great Southern Fuels		5,317.51	L	PF
573	EFT23508	12/07/2024	Great Southern Fuels	002NGN 2022 Mitsubishi Eclipse Hybrid (BS)	265.28		
574	EFT23508	12/07/2024	Great Southern Fuels	009NGN TOYOTA COROLLA HATCH 2020 (p43)	178.64		
575	EFT23508	12/07/2024	Great Southern Fuels	00NGN TOYOTA HILUX 4X4 2.4L DSL DUAL CAB (Works Foreman Vehicle P26)	80.40		
576	EFT23508	12/07/2024	Great Southern Fuels	0NGN 2021 ISUZU MUX EMCCS Vehicle (P5)	460.71		
577	EFT23508	12/07/2024	Great Southern Fuels	2021 ISUZU Outlander EXCCED 2.4L (EMTRS) 0NO - (P700)	276.87		
578	EFT23508	12/07/2024	Great Southern Fuels	2019 Toyota Prado DSL Wagon GXL (P1) 1NGN - CEO Vehicle	585.14		
579	EFT23508	12/07/2024	Great Southern Fuels	NGN0 MG HS Excite Wagon (MLC)	442.07		
580	EFT23508	12/07/2024	Great Southern Fuels	NGN00 2021 Toyota Kluger GX AWD Pet Wagon (EMDRS) (P2)	525.25		
581	EFT23508	12/07/2024	Great Southern Fuels	NGN10179 2018 TOYOTA HIACE (NHC) (P11)	151.60		
582	EFT23508	12/07/2024	Great Southern Fuels	NGN11555 2022 Toyota Corolla (NHC) (P15)	104.27		
583	EFT23508	12/07/2024	Great Southern Fuels	2024 Mazda BT-50 E 6 Auto 3.0L (P13) Rego NGN15333	120.83		
584	EFT23508	12/07/2024	Great Southern Fuels	NGN219 2022 NISSAN X-TRAIL (CATS) (P14)	738.67		
585	EFT23508	12/07/2024	Great Southern Fuels	NGN417 2023 New Isuzu DMax Space Cab Ranger Vehicle (P7)	206.69		
586	EFT23508	12/07/2024	Great Southern Fuels	2019 Toyota Corolla Cross 2WD 2.0L NGN839 (P44) (CHCP)	96.54		
587	EFT23508	12/07/2024	Great Southern Fuels	NGN847 2023 Mazda CX-5 6 Auto G25 Touring Petrol (P10)	172.04		
588	EFT23508	12/07/2024	Great Southern Fuels	NO01 TOYOTA HILUX 4X4 2.8L DSL D/C	188.31		
589	EFT23508	12/07/2024	Great Southern Fuels	2023 Toyota Hilux Dual Cab - Senior Ranger (P8163) - NO05	239.93		
590	EFT23508	12/07/2024	Great Southern Fuels	SMALL PLANT	260.63		
591	EFT23508	12/07/2024	Great Southern Fuels	FIRE - Motor Vehicle Expenses GEN	98.00		
592	EFT23508	12/07/2024	Great Southern Fuels	NGN182 TOYOTA HILUX 4x2 Workmate Utility (NHC)	125.64		
Fuel Card Total				5,317.51			

#### Coles Card Purchases

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
593	EFT23483	04/07/2024	Coles		605.30		
594	EFT23483	04/07/2024	Coles	MEMBERS - Civic Functions, Refreshments & Receptions GEN	160.92		

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
595	EFT23483	04/07/2024	Coles	CHSP Social Support Group Other Expenses	145.05		F
596	EFT23483	04/07/2024	Coles	OTHCUL - Australia Day GEN	299.33		
				<b>Coles Card Total</b>	<b>605.30</b>		

#### Credit Card Prurchases

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
				<b>Credit Card Total</b>	<b>-</b>		

#### Payroll

	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
		PAYROLL			\$ 355,209.86		
597	Pay 23	3/06/2024	PAYROLL	Pay 21 - 03/06/24	179,899.18		
598	Pay24	17/06/2024	PAYROLL	Pay 22 -17/06/24	175,310.68		
				<b>Credit Card Total</b>	<b>355,209.86</b>		



	Date	Name	Description	Invoice Amount	Payment Total	Type	Funding
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<b>ABBREVIATIONS</b>			<b>Cheque Total (Less TD)</b>	877.50	0.06%
<b>PF</b>	Partially Funded		<b>EFT Total*</b>	914,728.19	66.403%
<b>I</b>	Insurance		<b>Direct Debit Total</b>	456,007.00	33.10%
<b>F</b>	Funded		<b>Credit Card Total</b>	-	
<b>L</b>	Local Supplier		<b>Trust Total</b>	-	
<b>R</b>	Recoverable		<b>Coles Card Total</b>	605.30	0.04%
<b>PR</b>	Partially Recoverable		<b>Fuel Cards Total</b>	5,317.51	0.39%
<b>G</b>	Grant		<b>Subtotal</b>	<b>1,377,535.50</b>	100.00%
			<b>Term Deposits (TD)</b>	-	
			<b>Payroll Total*</b>	355,209.86	25.786%
			<b>Subtotal</b>	<b>355,209.86</b>	
			Synergy List of Accounts - Municipal Bank Account	1,377,535.50	100.00%
			Synergy List of Accounts -Trust Bank Account	-	
			Payroll	355,209.86	
			<b>Variance</b>	<b>-</b>	
			<b>Local Suppliers</b>	137,071.07	9.95%
			<b>Employees</b>	355,209.86	25.79%
			<b>Combined Total</b>	<b>492,280.93</b>	35.74%

Pay Date	Nett Paid
Pay 24 15/07/2024	179,899.18
Pay 25 - 29/07/2024	175,310.68
<b>Total</b>	<b>355,209.86</b>

### 10.3.3 SPONSORSHIP REQUEST FOR THE GREAT SOUTHERN SMOKEOUT BBQ FESTIVAL

File Reference	10.3.3
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Rotary Club Narrogin – Mark Walling
Previous Item Numbers	Nil
Date	21 August 2024
Author	Vicky Eckersley – Community Development Officer
Authorising Officer	Mark Furr – Executive Manager Corporate & Community Services
Attachments	1. Application

#### Summary

This report recommends that Council consider a sponsorship of \$2,500 to the Narrogin Rotary Club for the Great Southern Smoke Out BBQ Festival to be held at Thomas Hogg Oval Saturday 26 October 2024. The sponsorship is to be recognised with the Shire being acknowledged as the principal sponsor of the event. The sponsorship amount includes the provision of Thomas Hogg Oval as a venue (\$177) and the seven (7) Shire of Narrogin giant board games (\$385) which will be donated in kind by the Shire at a total value of \$562. The cash contribution is proposed at \$1,938.

#### Background

Narrogin Rotary Club is a long standing and respected local organisation. They support the local community by financial sponsorship of:

- Students to attend NSHS Canberra Tour;
- NSHS students to attend a 5 day science forum in Perth;
- buses to allow Narrogin Primary School students to travel to year 6 camp;
- microscopes to primary schools;
- Christmas in Narrogin late night shopping event;
- Cash for Cans organisers; and
- personal support packages to victims of the recent fires.

Narrogin Rotary Club were successful Shire of Narrogin Community Chest Grant applicants in Round 1 2023/4. They acquitted the grant of \$2,500 towards the Great Southern Smokeout Festival 2023. Due to the event's success, they would like to make this an annual event. The event incorporates a very popular Pitmaster's competition where professional and amateur chefs enter a series of BBQ competitions. The official judge is from Melbourne and the competition is highly sought after. There will be market stalls and a range of local makers and not for profit organisations host stalls. Local bands have been booked including Drinks and Tips and Ma Baker. The event is well organised, and a new professional website has been recently launched which links back to the Shire of Narrogin for Food Stall applications. <https://www.greatsouthernsmokeout.com.au>.

The Narrogin Rotary Club approached the Shire of Narrogin seeking sponsorship for the upcoming Great Southern Smoke Out BBQ Festival, which is scheduled to take place at Thomas Hogg Oval.

This event is anticipated to attract significant attendance (at least 400) from both local and regional participants, thereby promoting community engagement and tourism in Narrogin.

Rotary Club, Narrogin requested sponsorship of \$2,500, which includes both cash support and in-kind support through the provision of the venue and giant games hire. The Narrogin Rotary Club has confirmed that in return, the Shire will be acknowledged as the principal sponsor of the event, with prominent logo placement on all event materials and marketing.

This event has a significant focus on Men's Mental Health. The following organisations will attend:

- Regional Men's Health Initiative
- Rural Aid (Roger Hitchcock)
- Bindoon Rescue

Although the event is focussed on BBQs, it is a tool to bring men together (with their families, this is an event open to everyone). This is an opportunity for men to talk, socialise and unite to discuss mental health and to build resilience. The event will culminate in a long table dinner, the meat for which has been kindly donated by Outback Beef. Ben Davies, a well-known chef in Melbourne is cooking the meal free of charge. His passions are a paddock to plate experience and developing new menus and butchery recipes.

### Consultation

Consultation has been undertaken with the Narrogin Rotary Club to determine the level of sponsorship required and the benefits to the Shire in terms of recognition and community engagement. Internal consultation with relevant Shire Departments confirmed the availability of Thomas Hogg Oval for the event and assessed the impact of providing the venue in kind.

Internal consultation has occurred with the following:

- Chief Executive Officer;
- Manager Environmental Health Services; and
- Coordinator Community and Economic Development.

Council Policy 1.14 Community Engagement has been followed.

### Statutory Environment

There are no statutory implications directly related to this sponsorship request. The provision of the venue and the cash sponsorship is consistent with the Shire's ability to support community events under the Local Government Act 1995.

### Policy Implications

The Council's Policy Manual contains no specific policies that relate and nor are there any proposed.

Council Policy 6.2 Healthy Eating Policy provides that "...*Encouraging community events and festivals to have healthy food options available*".

### Financial Implications

The expenditure is wholly contained in the budget, referenced by GL 2110821 Event Festival Matching Funding.

The support proposed is \$2,500. The cash contribution will be \$1,938 due to the in-kind support of:

- Giant board games \$385
- Thomas Hogg oval hire which will be donated in kind by the Shire at a total value of \$177.

The proposal has no impact on the Council's Long Term Financial Plan.

The sponsorship amount of \$2,500 is proposed to be allocated from the Shire's community grants and sponsorship budget, GL 2110821 (allocation of \$10,000). The provision of Thomas Hogg Oval as a venue and the giant board games will be included in the total sponsorship value, reducing the cash outlay required to \$1,938.

### 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:	1.1.2 Promote Narrogin and the Region
Outcome:	1.2 Increased Tourism
Strategy:	1.2.1 Promote, develop tourism and maintain local attractions
Outcome:	2.2 Build a healthier and safer community
Strategy:	2.2.1 Support the provision of community security services and facilities
Strategy:	2.2.2 Advocate for mental health and social support services
Strategy:	2.2.3 Continue and improve provision of in-home care services
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
Strategy:	2.3.3 Facilitate and support community events

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The Shire of Narrogin may not be adequately recognised.	Unlikely (2)	Moderate (3)	Medium (5-9)	Compliance Requirements	Manage by ongoing consultation with event organisers
The event does not attract the suggested visitors	Possible (3)	Minor (2)	Medium (5-9)	Engagement practices	Accept risk

## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

In conclusion, the Rotary Club, Narrogin are hosting the Great Southern Smokeout event 26 October 2024 at the Thomas Hogg Oval, and they are expecting approximately 400 visitors. This is the second year of the event and initial conversations with the organisers have indicated that the committee are well prepared. Total expenditure will be \$9,000 and the Shire of Narrogin has been requested to support with \$2,500, which is 28%.



## Voting Requirements

Simple Majority

### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.010**

Moved: Cr Fisher

Seconded: Cr McNab

That with respect to the sponsorship request for the Great Southern Smokeout BBQ Festival in Narrogin on 26 October 2024, Council:

Approves a sponsorship of \$2,500 to the Narrogin Rotary Club for the Festival, including the in-kind provision of the Thomas Hogg Oval as the event venue, on the condition that Narrogin Rotary Club acknowledge the Shire of Narrogin as the principal sponsor of the event in all promotional materials and event signage.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

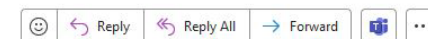
Against: Nil

FW: FW: IFM2435248 - In-Kind Contribution and support



Regina Razumovskaya

To: Vicky Eckersley



Wed 21/08/2024 9:10 AM

From: Mark <[ngnflamingbbq@gmail.com](mailto:ngnflamingbbq@gmail.com)>

Sent: Sunday, August 18, 2024 9:55 AM

To: Enquiries <[enquiries@narrogin.wa.gov.au](mailto:enquiries@narrogin.wa.gov.au)>; Vicky Eckersley <[cdo3@narrogin.wa.gov.au](mailto:cdo3@narrogin.wa.gov.au)>

Subject: IFM2435248 - In-Kind Contribution and support

Some people who received this message don't often get email from [ngnflamingbbq@gmail.com](mailto:ngnflamingbbq@gmail.com). [Learn why this is important](#)

To Whom it may concern.

Great Southern Smokeout (formally Narrogin Flaming BBQ) would like to apply for any support than you think would be appropriate.

Unfortunately we have been unsuccessful in securing any grants this year. We have tried Healthways, Lotterywest and Elders. The common reason was the event was not an ongoing event as it's only our second year. We have got some financial support from a few businesses but would like to keep that to a minimum as it takes that support from other worthy local groups.

The Rotary Club of Narrogin has committed sufficient funds so that the event will go ahead but that will restrict what we can do and also take out of the funds raised so we can put them back into the community. Please see the About section on our web page in the link below for some of the projects we have been involved in so far.

<https://www.greatsouthernsmokeout.com.au/>

We have the Thomas Hogg oval booked for the event and would like to hire some of the giant board games on the day. If the Shire could assist with any of that or any other way it would be greatly appreciated.

Also would we be able to put the shire logo on our web page as support.

Kind Regards

Mark Walling

Event Coordinator.

## Request to Council

I am writing on behalf of the Rotary Club of Narrogin and in particular the committee working towards the presentation of the Great Southern Smokeout.

We are trying to establish this as a significant annual event. Having trialled it in 2023 under the banner Narrogin Flaming BBQ we believe that with support this event can be expanded to an ongoing Narrogin based regional fair.

It fits well under the Shire's Community Events Support category: Enhancing Community Vibrancy and is located in a venue (Thomas Hogg Oval) which enables easy access and participation for people with a disability.

It is scheduled for Saturday 26 September.

Our webpage is located at <https://www.greatsouthernsmokeout.com.au/>

The event will feature:

- A bbq/cooking competition,
- A fair type environment
- Displays of local and regional produce
- Live music
- A long-table dinner,
- Information on health and other community support providers

This event will:

- Provide a family friendly day time activity
- Shed a positive light on Narrogin
- Encourage visitors to the town and region
- Allow local and regional business and organizations to advertise their wares
- Generate the possibility of profits, and of them being donated to local groups
- Provide a means of volunteers contributing to community well being.
- Games for children and adults

The event relies heavily on Rotary and other community volunteers, whose contributions towards set-up, clean-up, bar and catering management, parking, management and monitoring of

participants and attendees is estimated at \$1800. This does not include an estimate of the many more hours spent in planning and preparation.

But there are other costs which cannot be covered by volunteer labour.

These include entertainment (live music and participation games), insurance, venue hire, equipment hire, advertising and publicity, and whilst we have donations from some locals (\$1000) we are loath to lean on local business who already are generous in supporting needy community groups. Other sources of income will include entry charges from attendee, fees from competitors who nominate, charges for the use of business booths.

Our budget then is

Income		Expenses	
Donations	\$1000	Insurance	\$1500
Fees and charges		Venue hire	\$435
Profits from Sales (bar and food)		Entertainment and games	\$1600
Other contributions		Advertising and publicity	
Rotary contribution		Equipment hire	

It is our hope that the Shire will see this as a project with a strong community focus and the potential to be a valuable long term addition to the Narrogin calendar.

Event organiser  
Mark Walling.  
Picture: Daniel  
Rooney



# Meat masters urged to show sizzle at festival

DANIEL ROONEY

It's been a big year for Barbie but the biggest barbie event of 2023 will take place in Narrogin as the Wheatbelt town hosts its inaugural Flaming BBQ Festival.

Event organiser and meat master Mark Walling is hoping the festival will be a banger with \$2000 up for grabs for the barbecue king or queen.

"It's taken a lot of planning and organising," Mr Walling said.

"If you're thinking about coming to have a look, throw your barbecue on the back of the ute and bring it in too."

With barbecuing knowing no borders, Mr Walling encouraged people from all cultural back-

grounds to come along and show the community how they like to cook their meat.

"I actually got a message from someone in Tasmania the other day," he said.

"They're travelling and they'll be in the area. They asked if they needed to book and I said 'nah, just buy a ticket at the gate'."

The festival is at Thomas Hogg Oval from September 22-23 and will feature a relaxed family atmosphere including stalls from wineries and distilleries and live music over both days.

Mr Walling said attendees will be in the running for the grand prize.

"At most comps, a lot of people

just use the old Weber," Mr Walling said.

"One bloke I saw had four Webers going doing his meat, it really comes down to how you cook it."

Unlike wine tasters, meat sommeliers will feel, chew, consider and swallow the meat in order to judge it and professional judges from Pitt Master University and Kansas City Barbecue will be in attendance.

"There's a few locals that want to judge," Mr Walling said.

"I can guarantee that I'm going to have dozens of people say they're keen."

will be the judges asking themselves if they would serve the offerings to their spouse. Winners

across all categories of pork, beef, lamb and chicken will receive a plaque that they can hang up at home above their barbie to acknowledge their prowess with the tongs.

Mr Walling invites people to become part of Narrogin meat history.

"Don't be frightened if it's your first time, it's our first time too," he said.

"Have a go, it will be bloody good fun."

Competitors have until September 15 to register.

Registration can be made [booking.com/CJETJ](https://www.booking.com/CJETJ).

Those who miss the registration cut-off date should call Mr Walling on 0411 293 182.



# BBQ Fest fires up all in title race

DANIEL ROONEY

Months of effort and organisation came together on September 22-23 as the inaugural Narrogin Flaming BBQ Festival proved a hit.

Officially opened by Liberal Member for the Agricultural Region Steve Martin, the big weekend of barbecue drew eight competitors and a host of hungry locals to Thomas Hogg Oval in Narrogin.

"I think it turned out all right going by everybody's comments," event organiser Mark Walling said.

"Especially the blokes who came down from Perth who have done this kind of thing before, they're all willing to come back next year — I'm pretty sure it'll be happening again."

Competition was close across all categories with Cumbria BBQ, Ribs and Pig BBQ, Damon Walling and Boss Bear BBQ sharing the majority of placings.

Boss Bear BBQ's Deegan Meldrum, 13, took out the coveted title of best beef and also claimed second place for his pork and third place for lamb.

The barbecue wunderkind trimmed his cuts on Friday and began barbecuing early Saturday morning.

"With the beef we rubbed it up and stuck it in the fridge over-

night to brine," he said. "The most important thing is fire management, keeping it just right."

The main event had Outback Beef and Narrogin's Country Fresh Meat go head to head in a Northwest versus Southwest beef brisket bake off.

At the end of the day, Outback Beef claimed the title by a single vote.

"It was close, they were similar but a lot depends on what piece of meat you get," Mr Walling said.

"It was a good bit of fun."

Another highlight of the festival was the friendly interaction between competitors.

"There was great sportsmanship between the teams," Mr Walling said.

"Damon had a brisket that he'd never cut before and one of the blokes who has done lots of briskets, another competitor, showed him how to cut it and trim it."

"That's the whole idea, having a few beers and learning stuff."

With a range of stalls, live music and activities, the weekend was well enjoyed by all and Mr Walling has his sights set on 2024.

"It feels good, we only had a couple of little teething problems but everything was flowing and everyone was happy," Mr Walling said.

"Hopefully now people know we've done it once they'll be interested next year."



Rob Wood was one of the judges.



The judges hard at work.



Music kept the crowd entertained.



Festival organiser Mark Walling.



Deegan Meldum, 13, placed in all categories. Pictures: Daniel Rooney



Swan River Distillery's Tyson King.



Damon Walling with his smoker.







# COMMUNITY CHEST APPLICATION FORM (FDRS010)



89 Earl Street  
PO Box 1145  
Narrogin WA 6312

(08) 9890 0900

[www.narrogin.wa.gov.au](http://www.narrogin.wa.gov.au)  
[enquiries@narrogin.wa.gov.au](mailto:enquiries@narrogin.wa.gov.au)

CASHIER HOURS:  
8:30am – 4:30pm  
MONDAY- FRIDAY

**Round 1 opens 15 July & closes 31 August**  
**Round 2 opens 1 February & closes 28 February**

The Shire of Narrogin provides funding assistance through the Community Chest to community organisations for events or projects which benefit the general Narrogin community.

Cash and in-kind support is available up to a maximum of \$2,500.

Grants must be acquitted within the financial year of approval.

Applications should be submitted to the undersigned by the closing date.

Chief Executive Officer  
Shire of Narrogin  
89 Earl Street  
PO Box 1145  
Narrogin WA 6312  
[enquiries@narrogin.wa.gov.au](mailto:enquiries@narrogin.wa.gov.au)

<b>Shire of Narrogin RECEIVED</b>	
Directed to	<u>CDO</u>
Ref No	<u>28 AUG 2023</u> <u>IFM 2331579</u>
Property File	
Subject File	<u>15.1.1</u>
Ref	

## 1. APPLICANT DETAILS

Name of Organisation

Rotary Narrogin

Contact Person

Mark Walling

Address

c/- Best Office, Narrogin WA 6312

Position

Festival Organiser

Phone

0411 293 182

Mobile

Email

mwalling59@gmail.com

What financial year are you applying in?

2023/24

Are you applying for Round 1 or Round 2? ✓

Round 1		Round 2	✓
---------	--	---------	---

Organisation's ABN.

86217792110

Is your organisation registered for GST? ✓

Yes	✓	No	
-----	---	----	--

Is your organisation incorporated? ✓

Yes	✓	No	
-----	---	----	--

If yes, please attach a copy of Certificate of Incorporation.

## Project Budget – Total Project Income and Expenditure

TOTAL PROJECT INCOME	\$	TOTAL PROJECT EXPENDITURE	\$
**Amount of Community Chest Funds requested in cash	2,500	Materials	2,000
**Amount of Community Chest funds requested in-kind (e.g. Shire Hall hire fee waived if applicable /required).		Hire of equipment:	120 x \$2 - chairs 240
Applicant's cash contribution	2,000	Venue hire	320
In-kind (volunteer, donated labour)		Labour/contractor costs	
Sponsorship	1500 (NGN Gasworks)	Advertising	540
Donations (cash/materials from others- please list)		Catering costs	
Eagles Football Club equipment	500	Safety vests	150
		Printing	136
		Prize money	2,000
Other grants	500	Entertainment - Bands Music	1,000
Sales (stall fees, event tickets/food/merchandise)	2,000	Office/administration	\$600
Other income (please list)		Other expenditure (please list)	620
		oval hire	638
		judging boxes	350
		armbands	600
<b>TOTAL *INCOME</b>	<b>9,000</b>	<b>TOTAL *EXPENDITURE</b>	<b>9,000</b>

*\*Income and \*Expenditure amounts must be equal*

*\*\*The total combined Community Chest cash and in-kind request cannot be greater than \$2,500.*



Estimated project start date

23/09/2023

Estimated project completion date

24/09/2023

#### 4. PROJECT BUDGET DETAILS

Is your request for cash or in-kind support?

Cash

If you are requesting cash, do you require the Community Chest funds prior to your proposed event / activity? ✓

Yes

No

✓

Please tell us how the Community Chest funds will be used

Rotary funded community projects

**In-kind contributions:**

**Please calculate and list below the value of any in-kind contributions and include in the Total Project Budget; (e.g. volunteer or donated labour.)**

*\*Volunteer and donated labour is calculated at \$25 per hour per person\**

Contributions	Estimated value \$
Total In-kind	\$

2. PREVIOUS COMMUNITY CHEST FUNDING

Has your organisation previously received Community Chest funding? ✓

Yes	✓	No	
-----	---	----	--

If yes, please tell us what year, and describe the project and the amount of Community Chest funds received

Unsure. Will contact treasurer

3. PROJECT DETAILS

What is the name of your proposed project or event?

Flaming BBQ Festival.

Please provide a brief description of project / event (maximum of 100 words)

Smoked meat competition  
Entertainment  
Market marquees  
Community event

How will your project / event benefit the Narrogin community?

Fundraising for community Rotary projects  
Community activity  
Publicity for Narrogin as lots of intrastate competitors  
Wide range of foods  
Market marquees.  
Free activities

## 6. FUNDING CONDITIONS

1. The grant funds will be expended on the agreed project only.
2. The Shire of Narrogin's support of the project will be acknowledged in any advertising or promotional activities related to the project.
3. Two invitations will be sent to the Shire of Narrogin for your event or project.
4. The project will conform to all relevant local laws and Acts in force at the time.
5. Any unexpended grant funds will be returned to the Shire of Narrogin.
6. The funds must be expended and acquitted within the financial year of receiving the grant.
7. Invoices and receipts for the expenditure of the Community Chest funds must be provided to the Shire together with a brief report on your event or project which includes copies of any advertisements, posters, programs or newspaper coverage.

**Please ensure you have read the above Funding Conditions before signing below**

Our organisation (insert name below)

Narrogin Rotary Inc.

Agrees to comply with the funding conditions set out above. I declare that I have been authorised to prepare and submit this application, and that the information presented is correct to the best of my knowledge. I understand that if Council approves the application, we will abide by the funding conditions set out above.

**Print Name**

Mark Walling

**Position** (President or Vice President)

President of sub committee Narrogin Planning Group

**Signature**



**Date**

23-8-2023

## 10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

### 10.4.1 APPLICATION FOR LEASE – ST JOHN AMBULANCE ASSOCIATION

File Reference	A340210
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	St John Ambulance WA Ltd
Previous Item Numbers	Nil
Date	6 August 2024
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Lease Agreement Draft	

#### Summary

This report recommends the approval of a 5 + 5 year lease to St John Ambulance WA Ltd for the Shire's property located at 39 Federal Street, Narrogin. The lease will support the ongoing provision (and expansion) of ambulance services, as a sub district service centre, to the local community.

In accordance with section 3.58 of the Local Government Act 1995, the Council is requested to consider a request by St John Ambulance WA Ltd to lease 39 Federal Street, Narrogin, from approximately mid-September 2024, on the presumption that no public submissions are received by the Shire within the statutory advertising period.

#### Background

St John Ambulance Association has been providing essential emergency medical services in the Shire of Narrogin for many decades. An independent market appraisal of \$15,600 annual rent was received by the Shire in 2022 and has been deemed by management to still be valid.

St John Ambulance has requested a lease of 39 Federal Street, Narrogin, to expand their services in the Shire, resulting in agreed terms, subject to approval by the Council, of \$15,600 per annum plus GST, with CPI increase annually, plus outgoings, plus market review every 3 years, with a commencement date of occupancy from mid-September 2024, with the option of an additional 5 years. St John Ambulance has also requested the right to fit out the premises, with the Chief Executive Officer's approval.

#### Consultation

Consultation has been conducted with the following parties:

- Internal - Shire of Narrogin Executive Team; and
- External - St John Ambulance WA Ltd Representatives.

No community engagement was deemed necessary as the property is currently zoned commercial, which is suitable for the intended purpose.

Pursuant to Section 3.58 of the Local Government Act 1995 and Regulation 30 of the Local Government (Functions and General) Regulations 1996, advertising will occur as follows:

- The Narrogin Observer for a minimum period of 14 days, closing at 4pm on 30 August 2024;
- The Shire's Website under public notices;
- The Shire's Public Notice Boards; and
- The Shire's Facebook Account.

## Statutory Environment

The following relevant statutory provisions relate:

- Local Government Act 1995 Section 3.58 (Disposal of Property) and 6.15 (ability to receive revenue);
- Local Government (Functions and General) Regulations 1996 Regulation 30 (Dispositions of property to which sections 3.58 of Act do not apply); and
- The Council's Delegation Register Number 3.4 – Disposing of Land – leases, rentals etc relates and the Chief Executive Officer has no delegation applicable.

Specifically, section 3.58(3) of the Local Government Act 1995 states:

*“(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*

*a) it gives local public notice of the proposed disposition — (i) describing the property concerned; and (ii) giving details of the proposed disposition; and (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and*

*b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision, and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

*(4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*

*a) the names of all other parties concerned; and*

*b) the consideration to be received by the local government for the disposition; and*

*c) the market value of the disposition — (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.”*

## Policy Implications

The Council's Policy Manual contains no policies that relate to this matter.

## Financial Implications

The market rent (payable monthly in advance) is based on an appraisal received on in 2022, together with the cost of all normal commercial arrangement outgoings, including utilities and rates. The proposed lease offer exceeds the draft budget figures and therefore will have a beneficial impact on the current budget for the financial year 2024/25; and provides continued revenue for the life of the lease.



There are no significant financial implications relative to this matter in excess of officer time and minor administrative costs.

### 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

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the property has a higher or better 'use' and or that there are negative submissions from the advertised proposal.	Unlikely (2)	Minor (2)	Low (1-4)	Engagement Practices	Manage the risk through inviting submissions.
That the Council has the view that the market rent is substantially higher than proposed.	Unlikely (2)	Minor (2)	Low (1-4)	Asset Sustainability	Manage the risk through inviting submissions.

### Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The approval of the 5 + 5 year lease to St John Ambulance WA Ltd is crucial for maintaining and indeed expanding the essential ambulance services in Narrogin. In accordance with Section 3.58 of the Local Government Act 1995, the Officers' determination of this application is that the negotiated terms and conditions of the proposed lease are satisfactory, and on the presumption that no negative submissions regarding the intent to lease to St John Ambulance are received, then this lease arrangement should be approved. The lease terms have been reviewed and are deemed fair and beneficial for both parties.

The presence of St John Ambulance (Sub-District Service Facility) at 39 Federal Street will ensure community health and safety needs are met effectively from a new sub district office in the region.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.011**

Moved: Cr Fisher

Seconded: Cr Bartron

That with respect to the proposed lease of 39 Federal Street, Narrogin WA 6312 (Tenancy 1), Council:

1. Resolve that it believes that the market appraisal is still a true indication of market valuation and remains fair and reasonable; and
2. Subject to there being no negative submissions during the advertising period, authorise the Shire President and the Chief Executive Officer to prepare, sign, and affix the common seal to a new commercial lease to St John Ambulance WA Ltd, for a five (5) year term, plus a five (5) year option, for a lease fee being \$15,600 per annum plus GST, with CPI increase annually, and market review each three (3) years, plus outgoings, with a commencement date of occupancy from mid-September 2024 in keeping with the principles of the Draft Lease (Attachment 1).

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

# Lease 39 Federal St, Narrogin Western Australia 6312 (Portion of Lot 36)

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Shire of Narrogin

St John Ambulance Western Australia Ltd



**McLEODS**

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Ref: NG:NARR:41868

# Disclaimer

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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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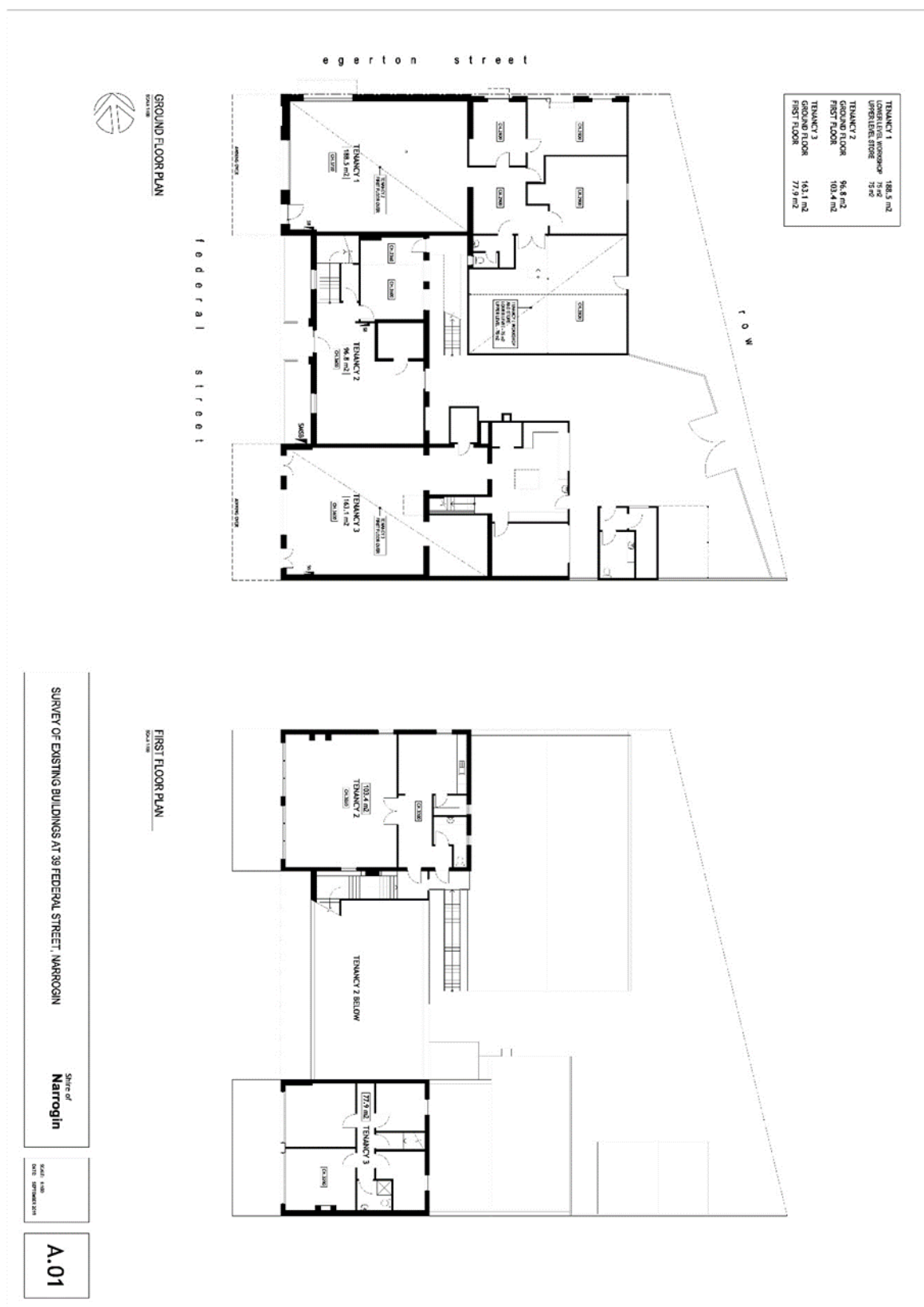
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# Details

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## Parties

### **Shire of Narrogin**

of PO Box 1145  
Narrogin, Western Australia 6312  
(Lessor)

### **St John Ambulance Western Australia Ltd**

of PO Box 183  
Belmont, Western Australia 6401  
(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

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### 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**

As per Item 6 of the Schedule.

### **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 2015* 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 2015 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 2015*, 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

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## Item 1 Land and Premises

### Land

Portion of Lot 36 being the whole of the land comprised in Certificate of Title Volume 411 Folio 169, known as 39 Federal Street as depicted as Tenancy 1 on Annexure 1.

### Premises

That part of the Land depicted on the plan in Tenancy 1 outline 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

5 years commencing on **x September 2024** and expiring on **x September 2029**.

## Item 3 Further Term

Five (5) years commencing on **x September 2027** and expiring on **30 November 2032**.

## Item 4 Commencement Date

**x September 2024.**

## Item 5 Rent

\$15,600 plus GST per annum, payable in equal parts, monthly in advance.

## Item 6 Rent Review

The rent at Item 5 will be reviewed annually by the Lessor and adjusted by the percentage increase in the Consumer Price Index (CPI) for Perth for the preceding year as at 31 March. The first review due at 31 March 2025.

A market rent review will be conducted once every three (3) years with the first review to apply with effect from 1 April 2026. In the event that the market review determines a rent higher than the current rent, the rent will be adjusted accordingly. However, if the market review suggests a lower rent, the rent will not be reduced below the amount determined by the CPI adjustment.

## Item 7 Permitted purpose

Uses permitted are approved are for the administration services associated with delivering outcomes consistent with the objects and reasons of the Lessee.

## Item 8 Public liability insurance

Ten million dollars (\$10,000,000.00).

## Item 9 Repainting Dates

- a) The Tenant shall repaint the interior of the Premises to a professional standard and in a condition satisfactory to the Landlord prior to or upon the commencement of the Lease.
- b) Following the initial repainting, the Tenant shall be required to repaint the interior of the Premises not less than once every seven (7) years, commencing from the initial ingoing date of the Lease. The repainting shall be carried out to a standard and in a colour scheme consistent with the original condition of the Premises, or as otherwise agreed upon by the Landlord.
- c) The Tenant shall obtain the Landlord's prior written approval for the colour scheme and type of paint to be used for any repainting required under this clause.
- d) At the expiration or earlier termination of the Lease, the Tenant shall ensure that the interior of the Premises is in a condition equivalent to that which was achieved following the initial repainting, subject to fair wear and tear.

## Item 10 Additional terms and covenants

- a) The Lessee is to pay outgoings including but not limited to all, water and sewerage rates, local authority rates and refuse charges, emergency service levies (ESL) and utilities on the property.
- b) Water and sewerage supply and consumption charges will be reimbursed by the Lessee to the Lessor in an agreed percentage by the Lessee, as can be reasonably ascertained and agreed between the parties if no sub meters can be utilised. The initial agreed percentage for water and sewerage is 30 per cent of total bill received.
- c) Electricity consumption and supply charges will be reimbursed by the Lessee to the Lessor.
- d) 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.
- e) Notwithstanding clause 8 of the lease, the Lessor will meet all Building Insurance, other than excesses on insurance claims, with respect to the demised premises.

# Signing page

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EXECUTED [...../.....] 2024

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 St John Ambulance Western Australia Ltd 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

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Office Held:

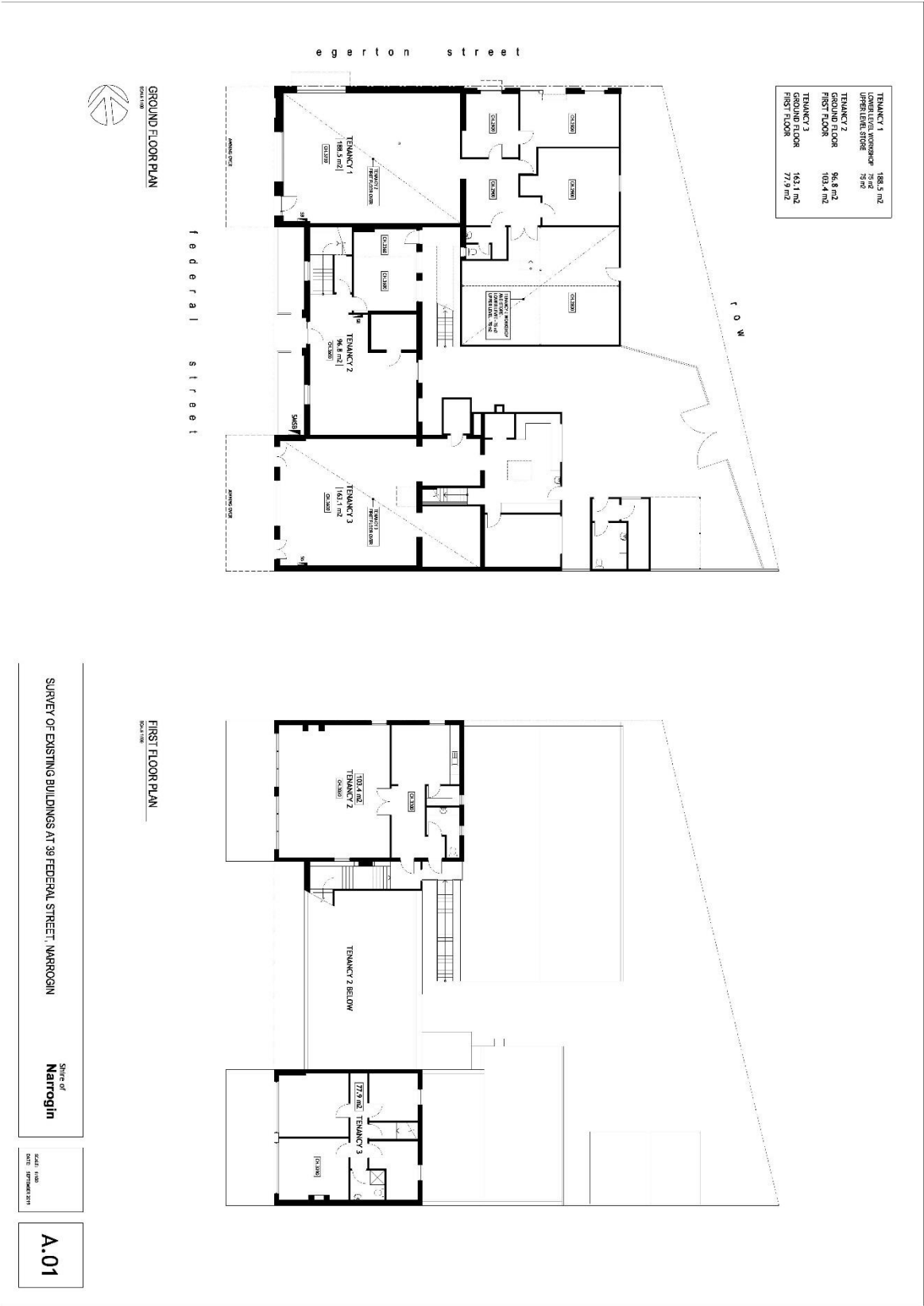
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# Annexure 1 – Sketch of Premises (Tenancy 1)



#### 10.4.2 AMENDMENTS TO COUNCIL POLICY 1.10 RELATED PARTY DISCLOSURES (AASB 124)

File Reference	12.8.1 & 13.5.4
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	8 August 2024
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Revised Council Policy 1.10 Related Party Disclosures (AASB 124)	

#### Summary

This report recommends amendments to Council Policy 1.10 Related Party Disclosures (AASB 124) to remove the Key Management Personnel (KMP) positions of Manager Library Services and Manager Community Leisure and Culture and amend the position title of Manager Community Leisure to that of Manager Community Services, and add the position of Manager Recreation Services. This change aligns with recent organisational restructuring and better reflects the current management roles within the Shire of Narrogin.

#### Background

The review of Council Policy 1.10 was initiated to ensure the policy remains current and accurately reflects the organisational structure and roles within the Shire. The positions of Manager Library Services and Manager Community Leisure and Culture are proposed to be removed and the Manager Community Care Services changed to Manager Community Services due to recent organisational changes. The new position of Manager Recreation Services is recommended to be added as a KMP to align with the current operational needs and responsibilities and the Shire resuming direct management of the Narrogin Regional Leisure Centre in October 2023.

#### Consultation

Internal consultation was conducted with the Chief Executive Officer and Executive Management Team. Their feedback supported the proposed amendments to reflect the current organisational structure and operational requirements.

#### Statutory Environment

Local Government Act 1995:

- s.5.37 – Senior employees
- s.5.41 – Functions of CEO
- s.5.44 – CEO may delegate powers and duties to other employees
- s.5.71 – Employees to disclose interests relating to delegated functions



Local Government (Audit) Regulations 1996: reg 17 – CEO to review certain systems and procedures

### Policy Implications

The proposed amendments will update Council Policy 1.10 to align with the current organisational structure, ensuring that it accurately reflects the roles and responsibilities of KMPs.

### Financial Implications

There are no direct financial implications associated with this amendment. The proposed change involves a title update only and does not affect the salary or funding allocations for the position.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027					
Outcome:	4.1	An efficient and effective organisation			
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services			

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Misalignment between policy and current structure.	Unlikely (2)	Minor (2)	Low (1-4)	Compliance Requirements	Adopt the policy as proposed.

### Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The proposed amendments to Council Policy 1.10 Related Party Disclosures (AASB 124) are necessary to reflect recent changes in the organisational structure and ensure that the policy accurately identifies KMPs.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.012**

Moved: Cr Bartron

Seconded: Cr Pomykala

That with respect to amendments to Council Policy 1.10 Related Party Disclosures (AASB 124), Council:

1. Approve the removal of the positions of Manager Library Services and Manager Community Leisure and Culture;
2. Amend the position of Manager Community Care Services to state Manager Community Services;
3. Approve the addition of the position of Manager Recreation Services as Key Management Personnel; and
4. Endorse the revised Council Policy 1.10 as presented in Attachment 1.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

## 1.10 Related Party Disclosures (AASB 124)

**Statutory context**

Local Government (Financial Management) Regulations 1996 -

- r.4 – AAS to be complied with and has priority over Regulations
- r.5 – annual budget, annual financial report and other financial reporting to be in accordance with AAS
- Sch.2 Form 1 – CEO required to certify annual financial reports complied in accordance with AAS

Local Government (Audit) Regulations 1996 –

- r.9 – audit is to be performed in accordance with AAS

Australian Accounting Standard 124 – Related Party Disclosures

**Corporate context** Annual Report Requirements

**History**

Adopted	28 June 2017
Amended	24 July 2019
Reviewed	7 June 2021
Reviewed	26 April 2023

### Policy Statement

#### 1. Policy Schedules adopted

The following Council Policy Schedules are adopted, and form part of this Statement –

1.10 – Related Party Disclosures – Definitions

#### 2. Application

This Related Party Disclosures Policy applies to –

- a) Related Parties of Council,
- b) Key Management Personnel.

#### 3. Disclosure requirement

- (a) The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not.
- (b) Each financial year, the Shire must make an informed judgement as to who is a related party and what transactions need to be considered, when determining if disclosure is required.

#### 4. Key Management Personnel (KMP)

In accordance with AASB 124, KMP are –

- All elected members
- CEO
- Executive Manager –
  - o Corporate & Community Services
  - o Development & Regulatory Services
  - o Technical & Rural Services
- Manager –
  - o Corporate Services
  - o Operations
  - o ~~Community Care Services~~
  - o ~~Library Services~~
  - o ~~Community Leisure and Culture~~

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o Recreation Services

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#### 5. Related Party – Council

- (a) Related entities to Council are those where the Shire of Narrogin has significant control or influence, which is deemed to be a greater than 20% –
  - financial interest in the organisation,
  - voting rights in the organisation.
- (b) Unless otherwise excluded, the administration will be required to assess all transactions made with these persons or entities.

#### 6. Related Party – KMP

- a) Related parties of the KMP are close family members of the KMP.
- b) For the AASB 124, close family members could include extended family members (such as, parents, siblings, grandparents, uncles/aunts or cousins) if they could be expected to influence, or be influenced by, the KMP in their dealings with the Shire.
- c) Related entities to the KMP or close family members are those where the person has control, joint control or influence, which is deemed to be greater than 20% –
  - financial interest in the organisation
  - voting rights in the organisation.
- d) Unless otherwise excluded, the administration will be required to assess all transactions made with these persons or entities.

#### 7. Related Party Transactions (RPT)

- (a) A related party transaction is a transfer of resources services or obligations between the Shire (reporting entity) and the related party, regardless of whether a price is charged.
- (b) For the purposes of determining whether a related party transaction has occurred, the following transactions or provisions of services have been identified as meeting this criterion –
  - (i) payments to elected members;
  - (ii) employee compensation whether it is for KMP or close family member of KMP.
  - (iii) lease agreements for housing rental (whether for a Shire owned property or property sub-leased by the Shire through a real estate agent)
  - (iv) lease agreements as lessee or lessor, for commercial properties or other properties;
  - (v) monetary and non-monetary transactions between the Shire and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire (trading arrangement).
  - (vi) loan arrangements between related entities or KMP;
  - (vii) contracts and agreements for construction, consultancy or services
  - (viii) purchases or sales of goods; property and other assets;
  - (ix) rendering or receiving of services; or goods;
  - (x) transfers under licence agreements; or finance arrangements (example, loans);
  - (xi) provision of guarantees (given or received);
  - (xii) commitments to do something if an event occurs, or does not occur, in the future;
  - (xiii) settlement of liabilities on behalf of Council or by the Shire on behalf of that related party;
  - (xiv) use of Shire owned facilities and public open spaces, if a fee is normally charged and the KMP are not.

#### 8. Ordinary Citizen Transactions (OCT)

- a) OCT are where there is no special treatment of consideration of either party and are deemed to be any transaction that a member of the public would receive in the usual course of business, and includes but is not limited to –
  - (i) payment of rates and charges imposed by Budget resolution, fines and penalties etc.
  - (ii) payment of application or development fees imposed by Council and applying to any applicant
  - (iii) use of Council facilities, whether use of the facility incurs a fee or not, and includes Recreation Centre, Civic Centre, library, parks, ovals, reserves, waste facility and public open spaces
- b) OCT incorporates transactions resulting from delivery of Public Service Obligations and includes but is not limited to –



- (i) attending Shire of Narrogin functions that are open to the public
- (ii) attending events that are open to the public
- (c) All Ordinary Citizen Transactions identified within this policy are unlikely to influence the conclusions that those reading the Shire's financial statements would make.

#### 9. Materiality

For guidance, materiality is generally deemed to apply where –

- Where an RPT can be expressed in financial terms
  - o Single transaction – greater than \$300
  - o Cumulative transactions – greater than \$1,500
- Where an RPT cannot be expressed in financial terms –
  - o reasonable person test – would an ordinary person consider that pressure has been applied or influence exerted

#### 10. Related Party Notification

- a) KMP must submit to the CEO a Related Party Declaration, notifying of any existing or potential related party relationship between Council and either themselves, their close family members or entities controlled or jointly controlled by them or any of their close family members.
- b) Related Party Declarations are to be submitted –
  - (i) within 30 days of commencement;
  - (ii) annually, prior to 31 August;
- c) Related Party Declarations are to be updated where –
  - (i) any new or potential related party transaction that is required or likely to be required to be disclosed in Council's financial statements; or
  - (ii) any change to a previously notified related party transaction.

#### 11. Related Party Transaction Notification

- a) A related party transaction is a transfer of resources, services or obligations between the Shire (reporting entity) and the related party, regardless of whether a price is charged.
- b) KMP must submit to the CEO a Related Party Transaction Notification, notifying of any transaction between Council and either themselves, their close family members or entities controlled or jointly controlled by them or any of their close family members.
- c) Related Party Transaction Notifications are to be submitted –
  - (i) at minimum – within 30 days of the end of each financial year;
  - (ii) recommended – at Council meeting each month, and
  - (iii) when leaving the Shire as an elected member or cessation of employment.

#### 12. Confidentiality

- (a) All information contained in a disclosure return, will be treated in confidence.
- (b) Generally, related party disclosures in the annual financial reports are reported in aggregate and individuals not specifically identified.
- (c) Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified, if the disclosure requirements of AASB 124 so demands.

#### 13. Discretionary capacity of the CEO

Where a matter is not covered by this policy, the CEO is authorised to make a determination, and may seek such advice as is necessary in order to do so.

– End of Policy

## Notes

### Abbreviations –

AASB – Australian Accounting Standards Board  
KMP – Key Management Personnel  
OCT – Ordinary Citizen Transaction  
RPT – Related Party Transaction

The objective of the AASB is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire must make an informed judgement as to who is a related party and what transactions need to be considered, when determining if disclosure is required.

Effective beginning 1 July 2016 the Shire must disclose in the Annual Report certain related party relationships and transactions together with information associated with those transactions in its Financial Statements, to comply with Australian Accounting Standard 124 Related Party Disclosures.

If there is a related party transaction with the Shire applicable to a reporting financial year, the AASB 124 requires the Shire to disclose in the financial statements the nature of the related party relationship and information about the transaction, including outstanding balances and commitments associated with the transaction. Disclosure in the financial statements may be in the aggregate and/or made separately, depending on the materiality of the transaction.

For more information about the Shire's disclosure requirements under the AASB 124, please refer to <http://www.aasb.gov.au>

### Forms

Form FCEO039 Related Parties Declaration to be completed by KMPs to make the notification.

**Policy Schedule 1.10 – Related Party Disclosures – Definitions**

**ALBT or arm's length business transaction** means a transaction where the terms between parties are reasonable in the circumstances of the transaction that would result from –

- (a) neither party bearing the other any special duty or obligation; and
- (b) the parties being unrelated and uninfluenced by the other, and
- (c) each party having acted in its own interest

**associate** means relation to an entity (the first entity), an entity over which the first entity has significant influence.

**close members of the family of a person** means relation to a key management person, family members who may be expected to influence, or be influenced by, that key management person in their dealings with the Shire and include –

- (a) that person's children and spouse or domestic partner;
- (b) children of that person's spouse or domestic partner; and
- (c) dependants of that person or that person's spouse or domestic partner.

**control** means the ability to direct the business' activities of an entity through rights or exposure to returns from its involvement with the entity.

**entity** can include a body corporate, a partnership or a trust, incorporated association, or unincorporated group or body or non-profit association.

**financial benefit** includes giving a financial benefit indirectly through an interposed entity, making an informal, oral or non-binding agreement to give the benefit, and giving a benefit that does not involve paying money.

Examples of "giving a financial benefit" to a Related Party include but are not limited to the following –

- (a) Giving or providing the Related Party finance or property.
- (b) Buying an asset from or selling an asset to the Related Party.
- (c) Leasing an asset from or to the Related Party.
- (d) Supplying services to or receiving services from the Related Party.
- (e) Issuing securities or granting an option to the Related Party.
- (f) Taking up or releasing an obligation of the Related Party.

**joint control** is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the unanimous consent of 2 or more parties sharing control.

**joint venture** is an arrangement of which 2 or more parties have joint control and have right to the net assets of the arrangement.

**KMP or key management personnel or Key management person** are those person(s) having authority and responsibility for planning, directing and controlling the activities of Council.

**KMP compensation** all forms of consideration paid, payable, or provided in exchange for services provided.

**material** is the assessment of whether the transaction, either individually or in aggregate with other transactions, by omitting it or misstating it could influence decisions that users make on the basis an entity's financial statements. For this policy, it is not considered appropriate to set either a dollar value or a percentage value to determine materiality.

**OCT or ordinary citizen transaction** are transactions that an ordinary citizen would undertake with Council, which is undertaken on arm's length terms and in the ordinary course of carrying out Shire's functions and activities.

**related party** is a person or entity that is related to the Shire or KMP pursuant to the definition contained in the AASB 124 –

- (a) an entity that is controlled, jointly controlled or significantly influenced by the Shire or KMP;
- (b) close family members of the KMP; or
- (c) an entity controlled, jointly controlled or significantly influenced by a close family member of the KMP.

**RPT or related party transaction** means a transfer of resources, services or obligations between the Shire and a related party, regardless of whether a price is charged.

**significant** means likely to influence the decisions that users of the Shire's financial statements make having regard to both the extent (value and frequency) of the transactions, and that the transactions have occurred between the Shire and related party outside a public service provider/ taxpayer relationship.

**remuneration or remuneration package** and includes any money, consideration or benefit received or receivable by the person but excludes reimbursement of out-of-pocket expenses, including any amount received or receivable from an RPT.

– End of Schedule

#### 10.4.3 ADOPTION OF COUNCIL POLICY – ANNUAL SCHOOL AWARDS: CITIZENSHIP & LEADERSHIP

File Reference	2.10.1
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	8 August 2024
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Draft Council Policy – Annual School Awards – Citizenship & Leadership	

#### Summary

This report recommends that Council adopt the proposed Council Policy for Annual School Awards: Citizenship and Leadership, which aims to promote leadership and citizenship among students from Narrogin Senior High School, Narrogin Agricultural College, and the local primary schools.

#### Background

The proposed policy outlines the Council's commitment to sponsoring annual awards that recognise and encourage leadership and citizenship qualities in students. The policy specifies the eligibility criteria, award amounts, and the process for selecting recipients. It is intended to support and acknowledge the achievements of Year 6, Year 10, and Year 12 students in the Narrogin community.

Each year the Office of the Chief Executive Officer receives requests from the various schools for 'book' or citizenship awards and these have always been enthusiastically met, however without the benefit of a guiding policy from the Council. Hence the reason for the new proposed Policy.

#### Consultation

Consultation has been conducted with Executive Management Team.

#### Statutory Environment

There is no statutory context directly applicable to this policy. However, the policy is supported by Council Delegation 3.11, which pertains to donations, including financial and in-kind support.

#### Policy Implications

The adoption of this policy will formalise the Shire's involvement in supporting local schools and their students by providing financial sponsorships for the Annual School Awards.

#### Financial Implications

The financial implications involve the allocation of funds for the sponsorships as outlined in the policy, with specific amounts allocated for different year levels. Total donations generally amount to \$600 per annum.

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Strategy:	1.2.4	Support community-driven initiatives that build capacity, skills, and leadership.
Objective:	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.1	Provision of youth services
Strategy:	2.1.1	Develop and implement a youth strategy
Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted, and encouraged

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
There are no identified risks associated with the adoption of a Policy guiding an existence administrative practice, however conversely, if there no guiding policy there is a risk of inconsistency of application.	Unlikely (2)	Minor (2)	Low (1-4)	Engagement Practices	Adopt the policy as proposed.

## Risk Matrix

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance,



reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The adoption of the Council Policy for Annual School Awards: Citizenship and Leadership is recommended as it will provide a structured approach to recognising and fostering leadership and citizenship qualities in local students. This policy aligns with the Shire's strategic goals of supporting educational and community-driven initiatives.

### Voting Requirements

Simple Majority

#### **OFFICER'S RECOMMENDATION AND COUNCIL RESOLUTION 280824.013**

Moved: Cr McNab

Seconded: Cr Pomykala

That with respect to the adoption of the Council Policy for Annual School Awards: Citizenship and Leadership, Council:

1. Adopt the Council Policy as presented in Attachment 1.
2. Authorise the Chief Executive Officer to implement the policy and manage the sponsorships in accordance with the guidelines provided.

**CARRIED 6/0**

For: Mr Ballard, Cr Fisher, Cr Bartron, Cr Pomykala, Cr McNab, Cr Wiese

Against: Nil

### 3.15 Annual School Awards – Citizenship and Leadership

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<b>Statutory context</b>	Nil	
<b>Corporate context</b>	Council Delegation 3.11 Donations – Financial and In-kind Works / Services	
<b>History</b>	Draft	07 August 2024

#### Policy Statement

The CEO is authorised to make and approve financial donations in accordance with delegated authority for sponsorship of Annual School Awards for Year 12 students from Narrogin Senior High School and Narrogin Agricultural College, as well as Year 6 students from the three primary schools and Year 10 students from the Narrogin High School. These sponsorships should align with of promoting the principles of leadership and citizenship, with payments made upon application or at the appropriate time, generally with one award per School (two the Narrogin Senior High School).

#### Guidelines

1. Sponsorship of Year 12 Leadership Student Awards
  - Eligibility: The recipient must be a Year 12 student currently attending Narrogin Senior High School or Narrogin Agricultural College.
  - Award Criteria: Sponsorship will be awarded based on citizenship, community involvement, and leadership, as recognised by the school.
  - Sponsorship Amount: The Sponsorship amount per award will be approximately \$100.00 and will be paid to the applicant (school) for award to the recipient (student).
2. Sponsorship of Year 6 & Year 10 Student Awards
  - Eligibility: The recipient must be a Year 6 or Year 10 student currently attending the relevant Primary School in Narrogin, or Narrogin Senior High School.
  - Award Criteria: Sponsorship will be awarded based on citizenship, community involvement, and leadership, as recognised by the school.
  - Sponsorship Amount: The Sponsorship amount per award will be approximately \$70.00 and will be paid to the applicant (school) for award to the recipient (student).

#### Procedures

Record of any donation must be maintained by the Chief Executive Officer and recorded in Synergy, file reference 2.10.1 as well in the Monthly Briefing Session Report to Elected Members.

#### Forms and Templates

Record of Donations (FCCS031)

#### Notes

**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 8:080 pm and pursuant to resolution 251023.07 of 25 October 2023, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on 25 September 2024, at this same venue.



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