




Shire of
Narrogin

MINUTES

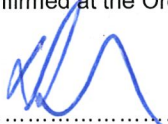
ORDINARY COUNCIL MEETING

27 November 2019

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

Signed:..... Date 28 November 2019

These minutes were confirmed at the Ordinary Council Meeting held on 18 December 2019.

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.

Electronic copies of minutes and agendas are available for download from the Shire of Narrogin website www.narrogin.wa.gov.au

Alternative formats are also available upon request, including large print, electronic format (disk or emailed), audio or Braille



Shire of
Narrogin
Love the life

STRATEGIC COMMUNITY PLAN

2017-27

SNAPSHOT

VISION

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

MISSION

Provide leadership, direction and opportunities for the community.

KEY PRINCIPLES

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

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

OUR VALUES

Care with Trust & Teamwork

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

Accountability - We accept responsibility for our actions and outcomes

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

Excellence - We go the extra mile to deliver outstanding services

Trust - We share without fear of consequences

Team Work - We work together for a common goal

ECONOMIC



Support growth and progress, locally and regionally...

Growth in revenue opportunities

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

Increased Tourism

- Promote, develop tourism and maintain local attractions

An effective well maintained transport network

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

Agriculture opportunities maintained and developed

- Support development of agricultural services

SOCIAL



Provide community facilities and promote social interaction...

Provision of youth services

- Develop and implement a youth strategy

Build a healthier and safer community

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

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

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

Cultural and heritage diversity is recognised

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

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

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

ENVIRONMENT



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

A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

Effective waste services

- Support the provision of waste services

Efficient use of resources

- Increase resource usage efficiency

A well maintained built environment

- Improve and maintain built environment

CIVIC



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

An efficient and effective organisation

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

An employer of choice

- Provide a positive, desirable workplace

CONTENTS

Agenda Item	Page
1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS	6
2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE	6
3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA	6
4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	7
5. PUBLIC QUESTION TIME	7
6. APPLICATIONS FOR LEAVE OF ABSENCE	7
7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS	7
8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION	8
9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS	8
10. MATTERS WHICH REQUIRE DECISIONS	9
10.1 DEVELOPMENT AND REGULATORY SERVICES	9
10.1.1 PROPOSED CONSULTING ROOM (REMEDY PHYSIO & PILATES) – LOT 600 (NO. 21) EGERTON STREET, NARROGIN	9
10.1.2 PROPOSED AUTOMOTIVE DISMANTLING (WRECKERS) – LOT 31 (NO. 24) STEWART ROAD, NARROGIN	20
10.1.3 PROPOSED HOME OCCUPATION (HOME FITNESS BUSINESS) – LOT 156 (NO. 1) FEDERAL STREET, NARROGIN	42
10.1.4 FINAL ADOPTION – WASTE LOCAL LAW 2019	55
10.1.5 FINAL ADOPTION - SHIRE OF NARROGIN LOCAL HERITAGE SURVEY 2019	71
10.1.6 SMITH STREET ABLUTION BUILDING REDEVELOPMENT – LOT 103 SMITH STREET, NARROGIN	98
10.2 TECHNICAL AND RURAL SERVICES	105
10.2.1 AWARDED OF RFQ 19/20 – 06 SUPPLY OF NEW BACKHOE	105
10.2.2 AWARDED OF RFQ 19/20 – 05 SUPPLY OF NEW MULTI TYRE ROLLER	108
10.3 CORPORATE AND COMMUNITY SERVICES	111
10.3.1 SCHEDULE OF ACCOUNTS PAID – OCTOBER 2019	111
10.3.2 MONTHLY FINANCIAL REPORT – OCTOBER 2019	113
10.3.3 REQUEST FOR RATES EXEMPTION – FOUNDATION HOUSING 56 LOCK STREET, NARROGIN WA	132
10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER	166
10.4.1 ANNUAL CLOSURE DURING CHRISTMAS PERIOD	166

10.4.2	CITIZEN OF THE YEAR AWARDS 2020 NOMINATIONS	169
11.	ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	172
12.	NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING	172
13.	CLOSURE OF MEETING	172

ORDINARY COUNCIL MEETING

27 NOVEMBER 2019

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:05 pm.

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

Elected Members (Voting)

Mr L Ballard – Shire President (Presiding Member)

Cr T Wiese – Deputy Shire President

Cr S Lushey

Cr M Fisher

Cr G Broad

Cr C Bartron (arrived at 7.08 pm)

Cr J Early

Cr B Seale

Cr G Ballard

Staff

Mr D Stewart – Chief Executive Officer

Mr A Awang – Executive Manager Development & Regulatory Services

Mr T Evans – Executive Manager Technical & Rural Services

Mr F Ludovico – Executive Manager Corporate & Community Services

Ms C Thompson – Executive Assistant

Leave of Absence

Nil

Visitors

Mrs B Hoskin

Mr D Batt

Mr P Hoskin

Miss K Balaam – Narrogin Observer

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

Name	Item No	Interest	Nature
Cr Fisher	10.1.3	Financial	Resident is a financial client of his business
Mr L Ballard	10.1.5	Financial & Proximity	Owens a house on the register

Cr Wiese	10.1.5	Financial	Leases land on which there is a heritage listed property
Dale Stewart	10.4.	Impartiality	Employee to whom the policy relates and the author of the report.

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

Cr Seale advised Council that he will be away for the Ordinary Council Meeting of 18 December 2019.

COUNCIL RESOLUTION 1119.001

Moved: Cr Wiese

Seconded: Cr Fisher

That Council approve Cr Seale's request for leave of absence for the Ordinary Council Meeting of 18 December 2019.

CARRIED 8/0

7.08 pm Cr Bartron arrived during his break from his work at the hospital.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 Ordinary Council Meeting

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION 1119.002

Moved: Cr Seale

Seconded: Cr Broad

That the minutes of the Ordinary Council Meeting held on 23 October 2019 be confirmed as an accurate record of the proceedings subject to the following correction:

1. The Procedural Motion 1019.014 mover changed from 'Cr Seale' to 'Cr Wiese'.

CARRIED 9/0

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 CONSULTING ROOM (REMEDY PHYSIO & PILATES) – LOT 600 (NO. 21) EGERTON STREET, NARROGIN

File Reference	A143000, IPA1918872
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Rhiannon Mouritz
Previous Item Numbers	Nil
Date	18 November 2019
Author	Azhar Awang – Executive Manager Development and Regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Locality Plan 2. Planning Application

Summary

Council's consideration is requested in regards to a planning application for a proposed Consulting Room (Remedy Physio & Pilates) at Lot 600 (No. 21) Egerton Street, Narrogin.

Background

On 15 November 2019, the Shire received a Planning Application from Rhiannon Mouritz to use the premise for Consulting Rooms (Remedy Physio and Pilates) at Lot 600 (No.21) Egerton Street, Narrogin.

The purpose of the business is to improve the well-being of the people of Narrogin and surrounds. The proposed business is expected to commence on 1 February 2020 with 6 Pilates Reformers available for group classes Monday to Saturday based on the needs of the clients, usually early morning, mid-morning and after hours. Physiotherapy appointments will be made outside of the reformer Pilates class times.

There will be two staff comprising of the Business operator and a receptionist.

The total area of the office space is approximately 190m².

Comment

Zoning

Lot 600 (No.21) Egerton Street, Narrogin is zoned "Central Business Zone" under the former Town of Narrogin Town Planning Scheme (FTPS) No. 2. The Policy Statement for the zoning states:

“To provide for the function and development of the town centre primarily for retail shops and offices, Council will control the development of other uses and co-ordinate such uses to ensure that compatible development occurs in like areas.”

The proposed Consulting Room (Remedy Physio & Pilates) falls under the definition of ‘Consulting Rooms’, which:

“means a building (other than a hospital or medical centre) used by no more than two practitioners who are legally qualified medical practitioners or dentists, physiotherapists, chiropractors, and person(s) ordinarily associated with the treatment of physical or mental injuries or ailments, and the two practitioners may be of the one profession or any combination of professions or practices.”

Such use is listed as a PS use under the ‘Central Business Zone’, which means:

“Use not permitted unless special approval given by Council and conditions complied with.”

The subject lot has a total area of 1109m² including the car parking area (303m²) to the rear of the property. The existing building is comprised of two separate tenants.

Clause 6.3 - Application for Special Approval of the FTPS states as follow:

“6.3.1 The Council shall in the case of an application for permission to carry on a use marked AP in the Development Table and may in the case of an application for permission to carry on a use marked PS in the Development Table or in any other case in which application is made for its approval give notice of the application in accordance with the provisions of this Clause.

6.3.2 Where the Council is required or decides to give notice of an application the Council shall cause:

a) notice of the proposed use and development to be sent by post or delivered to the owners and occupiers of land within an area determined by the Council as likely to be affected by the granting of the application;

b) notice of the proposed use and development to be published in a newspaper circulating in the Scheme Area and in the State of Western Australia stating that submissions may be made to the Council within 21 days from the publication thereof; and

c) a sign displaying notice of the proposed use and development to be erected in a conspicuous position on the land for a period of 21 days from the date of publication of the notice referred to in paragraph (b) hereof.”

Given that there have been a number of Consulting Rooms already established in the ‘Central Business Zone’ with no negative submissions received during those previous public advertising periods, it is recommended that Council waive the requirement for public advertising as the proposal will be unlikely to attract negative feedback based on previous applications.

Clause 6.3.5 further states:

“6.3.5 A resolution to grant special approval must be passed by an absolute majority of the Council.”

Car Parking

The minimum car parking spaces required for a Consulting Rooms is four (4) car parking per consultant.

There is ample car parking provided at the rear of this property and therefore there will be no impact on existing parking for public use.

Municipal Heritage Inventory

The subject building is listed in the Shire's Municipal Heritage Inventory (Place No. 5) as a Management Category B, which was the former West Australian Bank.

Category B listing is a place of considerable cultural heritage significance to the former Town of Narrogin that is worthy of recognition and protection through provisions of the former Town of Narrogin's Town Planning Scheme.

The Shire is also reviewing its current Municipal Heritage Inventory and there is no proposal to change the current status of the listing for this property.

The applicant has stated in the application that there will be no structural changes to the building.

Based on the above assessment it is recommended that Council grants planning approval for the proposed Consulting room at Lot 600 (No.21) Egerton Street, Narrogin subject to conditions.

Consultation

It is requested that the Council waive the requirement for public advertising as per clause 6.3 on the basis that similar approval for Consulting Rooms did not attract any negative feedback.

Statutory Environment

Former Town of Narrogin Town Planning Scheme No. 2

- Clause 6.3 – Special Approval

Policy Implications

Nil

Financial Implications

An application for Planning Consent fee of \$147 has been paid.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.1 Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business

Objective	2 Social Objective (To provide community facilities and promote social interaction)
Outcome	2.4 Cultural and heritage diversity is recognised
	2.4.2 Maintain and enhance heritage assets
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.

Voting Requirements

Part 1 of 2 – Simple Majority

Part 2 of 2 - Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.003 - 1 OF 2 (SIMPLE MAJORITY)

Moved: Cr Wiese Seconded: Cr Fisher

That, with respect to the Application for Planning Consent – Consulting Room (Remedy Physio and Pilates) at Lot 600 (No.21) Egerton Street, Narrogin, Council waive the requirement to advertise the application in accordance with Clause 6.3 of the Former Town of Narrogin Town Planning Scheme No.2.

CARRIED 9/0

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.004 - 2 OF 2 (ABSOLUTE MAJORITY)

Moved: Cr Seale Seconded: Cr Ballard

That, with respect to the Application for Planning Consent for a Consulting Room (Remedy Physio and Pilates) at Lot 600 (No.21) Egerton Street, Narrogin, Council grant planning approval, subject to the following conditions:

1. The approval shall expire if the development permitted is not completed within two (2) years of approval, or within any extension of that time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire is granted by it in writing.

2. The development approved shall be in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of Council.
3. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
4. Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
5. A signage application is required to be submitted to the Shire of Narrogin should the applicant wish to erect signage on the abovementioned property.
6. All storm water run-off shall be contained on site or directed to an approved drainage storm water system.
7. Provision of a minimum of four (4) car parking spaces to be provided.
8. The approval is for a maximum of two practicing practitioners to be on the premises and any increase will require further application.
9. The subject property is listed in the former Town of Narrogin Municipal Heritage Inventory as Category B listing as a place of considerable cultural heritage significance to the former Town of Narrogin that is worthy of recognition and protection through the provisions of the former Town of Narrogin's Town Planning Scheme. Any external works to the existing building façade will require Council's further approval.

Advice Notes:

1. If the applicant is aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be a right of review under the provisions of Part 14 of the Planning and Development Act 2005. A review must be lodged with the State Administrative Tribunal and must be lodged within 28 days of the decision.
2. Should internal building works be proposed, a Building Application is required.

**CARRIED 9/0
BY ABSOLUTE MAJORITY**



Locality Plan

APPLICATION FOR PLANNING CONSENT



Shire of
Narrogin
Love the life

(FDRS005)

89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

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

TOWN PLANNING SCHEME NO.2
DISTRICT SCHEME

Shire of Narrogin
RECEIVED

15 NOV 2019

A143000 / PA1918872

Name of Applicant	RHIANNON MOURITZ
Correspondence Address	2A HOPE AVENUE, MANNING 6152
Applicant Phone Number	0400 790 541
Applicant email	rhiannon.mouritz@live.com

I hereby apply for planning consent to:

- Use the land described hereunder for the purpose of CONSULT ROOM, HEALTH STUDIO
And/or
- Erect, alter or carry out development on land described hereunder in accordance with the accompanying plans (3 copies attached)

Existing use of land	
Approximate cost of proposed development	\$
Estimated time of completion	
No of persons to be housed / employed after completion	

TITLES OFFICE DESCRIPTION OF LAND

LOCALITY PLAN

Lot No	600	House No	21	Street Name	Egerton ST
Location No		Plan or Diag		Certificate of Title	Volume: 1390 Folio: 915

LOT DIMENSIONS

Site area	1161m ²	Square metres
Frontage	9.8m	Metres
Depth	20m.	metres

AUTHORITY

Applicant's Signature Rhiannon Mouritz Date 15/11/19.

NOTE: WHERE THE APPLICANT IS NOT THE OWNER, THE OWNER'S SIGNATURE IS REQUIRED.

NOTE: ALL OWNERS OF THE PROPERTY MUST SIGN THIS APPLICATION FORM. WHERE PROPERTY IS OWNED BY A COMPANY, AT LEAST TWO DIRECTORS OF THE COMPANY MUST SIGN THE APPLICATION.

Owner's Signature [Signature] Date 15.11.2019

NOTE: THIS FORM IS TO BE SUBMITTED IN DUPLICATE, TOGETHER WITH THREE COPIES OF PLANS, COMPRISING THE INFORMATION SPECIFIED IN THE PARTICULARS REQUIRED WITH THE APPLICATION OUTLINED OVER.

THIS IS NOT AN APPLICATION FOR A BUILDING LICENCE

PARTICULARS REQUIRED WITH APPLICATION FOR PLANNING CONSENT

Where an application involves the erection or alteration of a building or a change in levels of a site, the plans accompanying an application for planning consent shall, unless especially exempt by the Shire:

- a. Indicate the position and describe the existing buildings and improvements on the site and indicate those which are to be removed;
- b. Indicate the position and describe the buildings and improvements proposed to be constructed, their appearance, height and proposed uses in relation to existing and proposed contours;
- c. Indicate the position, type and height of all the existing trees on the site and indicate those to be retained and those to be removed;
- d. Indicate the areas to be landscaped and the location and type of shrubs, trees and other treatment proposed;
- e. Indicate site contours and details of any proposed alteration to the natural contour of the area;
- f. Indicate car parking areas, their layout and dimensions and accessways and the position of existing and/or proposed crossovers; and
- g. Indicate site dimensions and be to metric scale.

OFFICE USE ONLY

File Reference		Application No	
Date Received		Date of Approval / Refusal	
Date of Notice of Decision		Officer's Signature	

THE REMEDY PHYSIO & PILATES

2 November 2019

Dale Stewart
CEO - Shire of Narrogin
89 Earl Street
Narrogin, WA 6312

Dear Dale,

As per our recent discussion on Friday November 1st, I would like to request the necessary application forms and permission from the Shire of Narrogin to open a new business in the town.

As I grew up in the Wheatbelt, it excites me to be moving back to the country, and giving back to the rural community.

The Remedy Physio and Pilates will be a Reformer Pilates studio, also offering Musculoskeletal, Sport, and Womens Health Physiotherapy services.

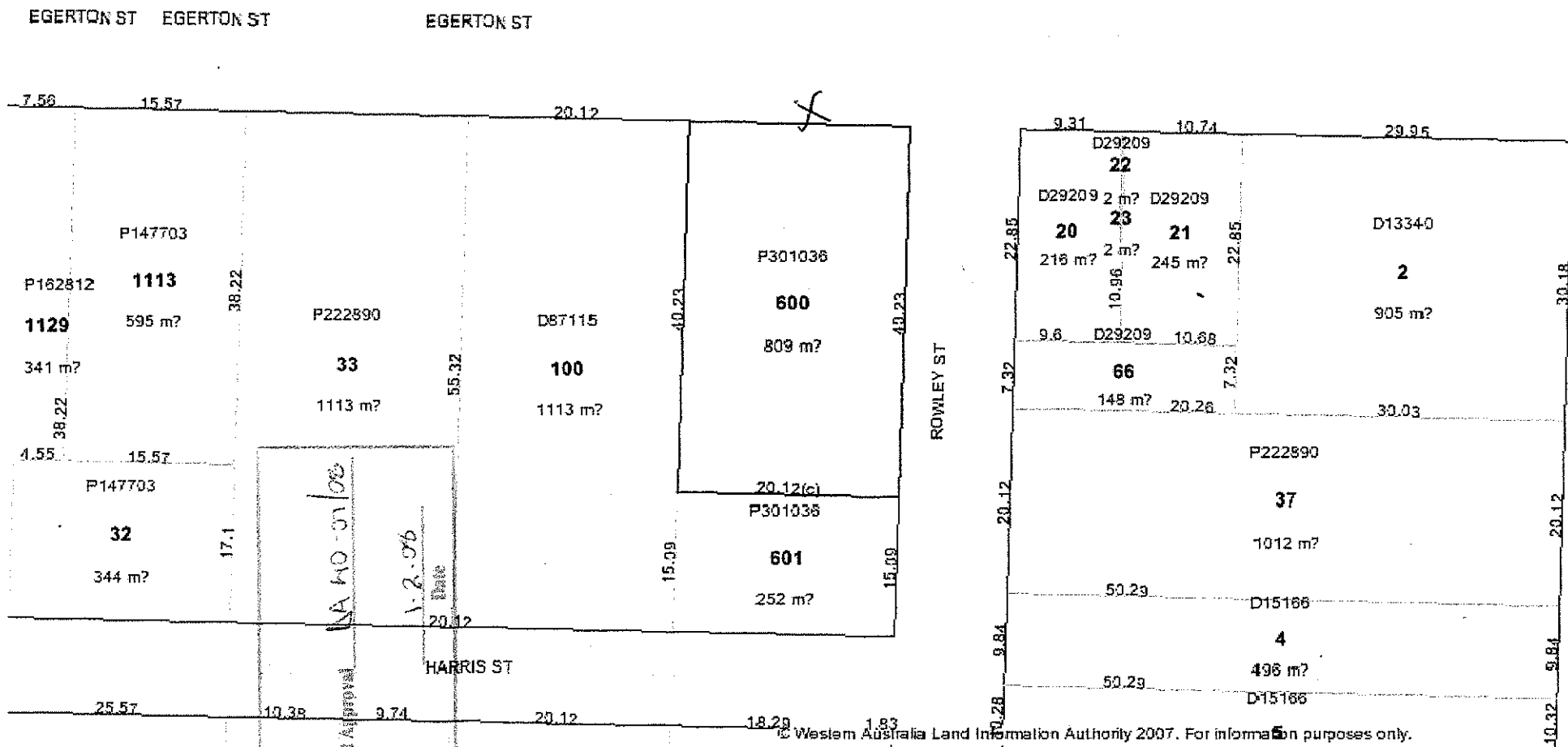
The proposed location of this business is 21 Egerton Street, Narrogin - a building which is currently empty.

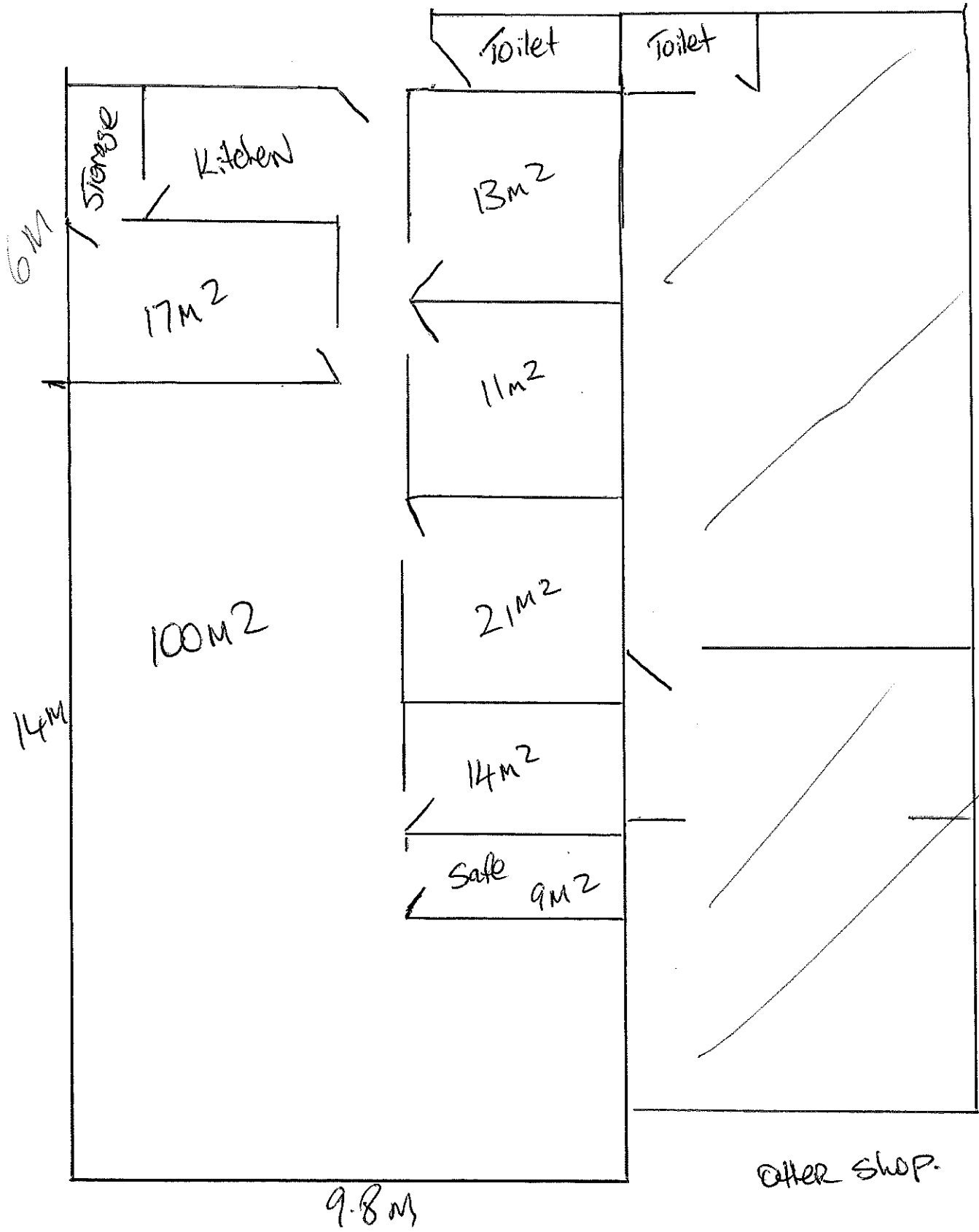
The purpose of the business is to improve the health and well-being of the people of Narrogin and surrounds, powered by our mission that "Where we live should not limit our ability to experience quality health and wellness everyday."

After working in and managing Physiotherapy Clinics and Pilates studios in Perth over the past 5 years, I believe this business will bring incredibly positive changes to the overall health and wellness of our local population. At the same time, I believe that rural people are limited in their access to quality care, and this is reflected in the statistics of health in those living rurally versus in our city centres.

I am proposing to open the business on February 1st 2020, with 6 Pilates Reformers available for group classes from Monday-Saturday. Times will be specified based on the needs of our clients - however as a general guide - classes will run early morning, mid-morning, and after hours Monday-Friday, with morning classes available Saturdays. Physiotherapy appointments will be available outside of Reformer Pilates class times.

I will be teaching the Reformer Pilates classes, as well as taking 1:1 Physiotherapy consults, and plan to have 1 receptionist working alongside me.





10.1.2 PROPOSED AUTOMOTIVE DISMANTLING (WRECKERS) – LOT 31 (NO. 24) STEWART ROAD, NARROGIN

File Reference	A214800, IPA1918766
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Sarah Brindley
Previous Item Numbers	Nil
Date	13 November 2019
Author	Azhar Awang – Executive Manager Development and Regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments 1. Locality Plan 2. Planning Application 3. Planning Approval issued for - 24 Hour Towing and Automotive Storage	

Summary

Council’s consideration is requested in regards to a Planning Application for a proposed Automotive Dismantling – Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin.

Background

On 25 July 2019, a Planning Approval was granted under delegated authority for a 24 Hour Towing and Automotive Storage business to be conducted from Lot 31 (No. 24) Stewart Road, Narrogin, Subject to conditions.

Condition ‘H’ of the approval stated:

“This approval is not for motor vehicle wrecking and a separate planning application will be required to be submitted to Council for further approval. To use the property without Council’s approval is a breach of the Planning and Development Act 2005 and if found guilty of the offence may incur a penalty of up to \$200,000.”

The applicant operated the Narrogin Wreckers & Auto Supplies from Lot 300 (No.6) Stewart Place, Narrogin, which was leased to them until Christmas 2018 whereupon that business was closed. This led to the applicant purchasing Lot 31 (No. 24) Stewart Road, Narrogin, in order to continue conducting the business within the locality.

On 4 November 2019, Council received a Planning Application from Sarah Brindley for a proposed Automotive Dismantling – Wreckers at Lot 31 (No.24) Stewart Road, Narrogin.

Comment

Zoning

Lot 31 (No.24) Stewart Road, Narrogin is zoned "General Industry" under the former Town of Narrogin Town Planning Scheme (FTPS) No. 2. The Policy Statement for the zoning states:

"Primarily industry which by reason of its emission, bulk or other features is not classified as light industry, but which is not noxious or hazardous industry. Light industry and other uses including warehousing would be permitted, on the assumption that the proprietors of such uses will be aware of the effects from adjacent general industry."

The proposed Automotive Dismantling – Wreckers falls under the definition of Motor Vehicle Premises, which is defined as:

"means land and buildings used for the storage, breaking up or dismantling of motor vehicles and includes the sale of second-hand motor vehicle accessories and spare parts."

Such use is listed as a PS use under 'General Industry' zoning which means:

"Use not permitted unless special approval given by Council and conditions complied with."

The subject property has a total area of 1.5391 hectares and comprised of a large warehouse (2180m²) and five sheds.

Clause 6.3 - Application for Special Approval of the FTPS states as follow:

"6.3.1 The Council shall in the case of an application for permission to carry on a use marked AP in the Development Table and may in the case of an application for permission to carry on a use marked PS in the Development Table or in any other case in which application is made for its approval give notice of the application in accordance with the provisions of this Clause.

6.3.2 Where the Council is required or decides to give notice of an application the Council shall cause:

a) notice of the proposed use and development to be sent by post or delivered to the owners and occupiers of land within an area determined by the Council as likely to be affected by the granting of the application;

b) notice of the proposed use and development to be published in a newspaper circulating in the Scheme Area and in the State of Western Australia stating that submissions may be made to the Council within 21 days from the publication thereof; and

c) a sign displaying notice of the proposed use and development to be erected in a conspicuous position on the land for a period of 21 days from the date of publication of the notice referred to in paragraph (b) hereof."

Clause 6.3.4 further states:

"If notices have been given, after the expiration of 21 days from the publication of the notice and after the expiration of 21 days from the posting or delivery of the notices to the owners and occupiers whichever is the later, the Council shall consider the application and decide whether to grant or refuse its special approval or to grant approval upon conditions.

6.3.5 A resolution to grant special approval must be passed by an absolute majority of the Council.”

On this basis it is recommended that Council advertise the proposal as per clause 6.3.2.

Clause 3.2.6 – Motor Vehicle Wrecking states as follow:

“A person shall not in any Industrial Zone, store, or permit to be stored or to remain on any land, any disused motor vehicles, old motor vehicles, or old machinery or any parts thereof:

a) over an area of land exceeding one hectare;

b) in any number exceeding 1,500 per hectare where the vehicles have been reduced by pressure or other process to a volume of two cubic metres or less or exceeding two hundred per hectare where they have not been so reduced; or

c) unless they are placed in neat rows not exceeding two metres in height.”

This requirement can be included as a conditioned of the Planning Approval if Council decides to approve the development subject to public advertising.

Based on the provisions of the above requirements under the provision of the FTPS, it is recommended that the proposal be advertised for public comments in accordance with clause 6.3.2 and in the event that no negative submissions are received during the advertising period, planning approval be granted subject to conditions.

However, in the event that negative submissions are received, the matter will be presented to Council for its further consideration.

Consultation

Public advertising will be required for a period of 21 days in accordance with clause 6.3.2 of the FTPS No. 2.

Statutory Environment

Former Town of Narrogin Town Planning Scheme No. 2

- Clause 3.2.6 – Motor Vehicle Wrecking
- Clause 6.3 – Special Approval

Policy Implications

Nil

Financial Implications

An application for Planning Consent fee of \$147 has been paid.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.1 Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business

Voting Requirements

Part 1 of 2 - Simple Majority

Part 2 of 2 - Absolute Majority

Foreshadowed motion by Cr Early in the event of the following motion being lost:

That, with respect to the Application for Planning Consent – Automotive Dismantling Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin, Council waive the requirement to advertise the application in accordance with Clause 6.3 of the former Town of Narrogin Town Planning Scheme No.2 for the following reasons:

The Council acknowledges that there has been two previous motor vehicle wreckers in the same industrial zoned area for many years, without valid recognised concerns or complaints in relation to the operations.

OFFICERS' RECOMMENDATION 1 OF 2 (SIMPLE MAJORITY)

Moved: Cr Seale Seconded: Cr Wiese

That, with respect to the Application for Planning Consent – Automotive Dismantling Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin, Council advertise the application in accordance with Clause 6.3 of the former Town of Narrogin Town Planning Scheme No.2 for a period of 21 days.

LOST 0/9

FORESHADOWED MOTION AND COUNCIL RESOLUTION 1119.005 (1 OF 2)

Moved: Cr Early Seconded: Cr Seale

That, with respect to the Application for Planning Consent – Automotive Dismantling Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin, Council waive the requirement to advertise the application in accordance with Clause 6.3 of the former Town of Narrogin Town Planning Scheme No.2 for the following reasons:

The Council acknowledging that there has been two previous motor vehicle wreckers in the same industrial zoned area for many years without valid recognised concerns or complaints in relation to the operations.

CARRIED 9/0

Cr J Early moved that recommendation 2 of 2 be amended to reflect the waiver of advertising.

OFFICERS' RECOMMENDATION 2 OF 2 (ABSOLUTE MAJORITY)

In the event that no negative submissions are received, the Chief Executive Officer or that officer's delegate is authorised to issue planning approval for the proposed Automotive Dismantling Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin, subject to the following conditions:

1. The approval shall expire if the development permitted is not completed within two (2) years of approval, or within any extension of that time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire is granted by it in writing.
2. The development approved shall be in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of Council.
3. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
4. Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
5. A signage application is required to be submitted to the Shire of Narrogin should the applicant wish to erect signage on the abovementioned property.
6. The premises meeting the requirements of the Motor Vehicle Dealers' Licensing Board.
7. Provision of suitable opaque non-reflective fencing and gates to screen the storage yard such that stored vehicles cannot be seen from Stewart Road, to the satisfaction of the Chief Executive Officer.
8. No fires are to be lit on the premises for the disposal of waste materials.
9. Cars and materials are to be stored in a manner which prevents the harbouring of rats, mice and other vermin and eliminates the potential of mosquitoes breeding.
10. Cars to be kept in the approved area as per the approved plan and the total area shall not exceed one hectare.

11. The total number of cars to be kept on site shall not exceed:
 - a. 1,500 per hectare where the vehicles have been reduced by pressure or other process to a volume of two (2) cubic metres or less; or
 - b. 200 per hectare where they have not been compacted.
12. Stored vehicles are to be drained of oil, transmission fluid, brake fluid, fuel and chemically treated radiator coolant water and such liquids disposed of in an approved waste management facility.
13. Discarded automotive parts, not suitable for sale, shall be disposed of from the site to an approved waste management facility.
14. Emission of dust, noise, solvents, oil and other pollutants are to be controlled to the satisfaction of the Chief Executive Officer.
15. All storm water runoff shall be contained on site.

Advice Notes:

1. If the applicant is aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be a right of review under the provisions of Part 14 of the Planning and Development Act 2005. A review must be lodged with the State Administrative Tribunal and must be lodged within 28 days of the decision.
2. The applicant is reminded to comply with Council's annual firebreak order.

COUNCIL RESOLUTION 1119.006 - 2 OF 2 (ABSOLUTE MAJORITY)

Moved: Cr Early Seconded: Cr Seale

That with respect to the Application for Planning Consent for an Automotive Dismantling Wreckers at Lot 31 (No. 24) Stewart Road, Narrogin, Council grant planning approval subject to the following conditions:

1. The approval shall expire if the development permitted is not completed within two (2) years of approval, or within any extension of that time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire is granted by it in writing.
2. The development approved shall be in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of Council.
3. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
4. Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
5. A signage application is required to be submitted to the Shire of Narrogin should the applicant wish to erect signage on the abovementioned property.
6. The premises meeting the requirements of the Motor Vehicle Dealers' Licensing Board.
7. Provision of suitable opaque non-reflective fencing and gates to screen the storage yard such that stored vehicles cannot be seen from Stewart Road, to the satisfaction of the Chief Executive Officer.
8. No fires are to be lit on the premises for the disposal of waste materials.
9. Cars and materials are to be stored in a manner which prevents the harbouring of rats, mice and other vermin and eliminates the potential of mosquitoes breeding.
10. Cars to be kept in the approved area as per the approved plan and the total area shall not exceed one hectare.
11. The total number of cars to be kept on site shall not exceed:
 - a. 1,500 per hectare where the vehicles have been reduced by pressure or other process to a volume of two (2) cubic metres or less; or
 - b. 200 per hectare where they have not been compacted.

12. Stored vehicles are to be drained of oil, transmission fluid, brake fluid, fuel and chemically treated radiator coolant water and such liquids disposed of in an approved waste management facility.
13. Discarded automotive parts, not suitable for sale, shall be disposed of from the site to an approved waste management facility.
14. Emission of dust, noise, solvents, oil and other pollutants are to be controlled to the satisfaction of the Chief Executive Officer.
15. All storm water runoff shall be contained on site.

Advice Notes:

1. If the applicant is aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be a right of review under the provisions of Part 14 of the Planning and Development Act 2005. A review must be lodged with the State Administrative Tribunal and must be lodged within 28 days of the decision.
2. The applicant is reminded to comply with Council's annual firebreak order.

**CARRIED 9/0
BY ABSOLUTE MAJORITY**

Reason for Change: The wording changed to reflect the waiver of advertising in resolution 1 of 2 due to the foreshadowed motion being carried.



Locality Plan

APPLICATION FOR PLANNING CONSENT



Shire of Narrogin
Love the life

(FDRS005)

89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

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

TOWN PLANNING SCHEME NO.2
DISTRICT SCHEME

Shire of Narrogin
RECEIVED

04 NOV 2019

A214800 / IPA1918766

Name of Applicant	Sarah Brundley
Correspondence Address	161 Federal St Narrogin WA 6312
Applicant Phone Number	0427070678
Applicant email	admin@gstowing.com.au

I hereby apply for planning consent to:

- Use the land described hereunder for the purpose of Automotive Dismantling - wreckers
And/or
- Erect, alter or carry out development on land described hereunder in accordance with the accompanying plans (3 copies attached)

Existing use of land	
Approximate cost of proposed development	\$
Estimated time of completion	
No of persons to be housed / employed after completion	

TITLES OFFICE DESCRIPTION OF LAND

LOCALITY PLAN

Lot No	31	House No	24	Street Name	Stewart Rd Narrogin				
Location No		Plan or Diag	13274	Certificate of Title	31/P13274	Volume:	1577	Folio:	747

LOT DIMENSIONS

Site area	B1 15391 M2	Square metres
Frontage	140.5	Metres
Depth	124	metres

AUTHORITY

Applicant's Signature Date 21-10-19

NOTE: WHERE THE APPLICANT IS NOT THE OWNER, THE OWNER'S SIGNATURE IS REQUIRED.

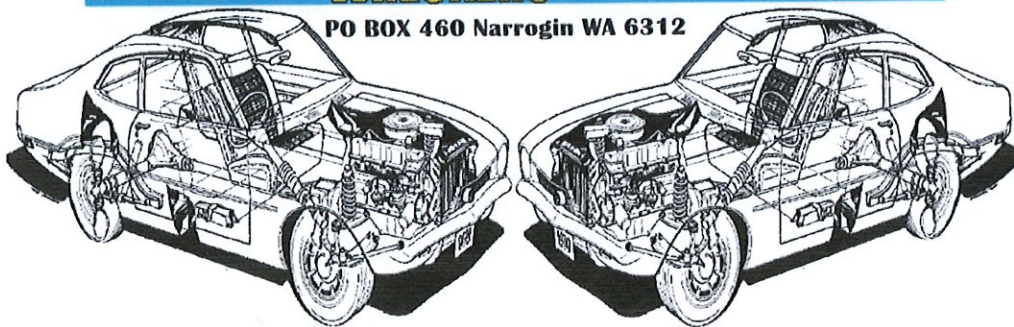
NOTE: ALL OWNERS OF THE PROPERTY MUST SIGN THIS APPLICATION FORM. WHERE PROPERTY IS OWNED BY A COMPANY, AT LEAST TWO DIRECTORS OF THE COMPANY MUST SIGN THE APPLICATION.

Owner's Signature Date 21-10-19

NOTE: THIS FORM IS TO BE SUBMITTED IN DUPLICATE, TOGETHER WITH THREE COPIES OF PLANS, COMPRISING THE INFORMATION SPECIFIED IN THE PARTICULARS REQUIRED WITH THE APPLICATION OUTLINED OVER.

NARROGIN WRECKERS & AUTO SUPPLIES

PO BOX 460 Narrogin WA 6312



MD25097

Narrogin WA 6312

A.B.N 86 541 434 403



Dear Shire of Narrogin Business Planning Section

Narrogin Wreckers has been closed now since 2018 Christmas, which has affected our income,

We purchased an Abandoned property in February this Year 2019 lot 31 # 24 Stewart Road Narrogin WA 6312 to operate our 24 Hour Towing Business " Great Southern Towing" and with the Intentions of re-opening our Automotive Dismantling Business " Narrogin Wreckers & Auto Supplies"

It has been a lot of work cleaning up this property to be able to put an application in, What we have done in such a short time has been such an improvement to the industrial area visual impact,

Stuart and myself have lots of pride in everything we do, and we can whole heartily confirm the property will remain and continue to be improved, maintained and kept tidy,

Sadly, a lease for another 2.5 years is holding up improvements in some areas of the property with the old owners, but this is out of our control.

Prior



Front gate view after 21/10/19



Prior



Front gate Entrance view after today the 21/10/19



Attachments;

*Landgate outside Measurements

*Site Plans

*Overhead Image

*Internal Measurements

*Previous Planning approval "Narrogin Wreckers" when we were Trading from Stewart Place in the Industrial area with Nil Issues

"All measurements are to scale"

please note:

Wrecked vehicles or disused vehicles on property will NOT exceed an area greater than one Hectare as per town Planning (use of land) and will not be compacted on site in the "General Industry" zone

Please help us obtain planning Approval so we can commence trading and get our customers shopping local again,

Kind regards

Sarah Brindley

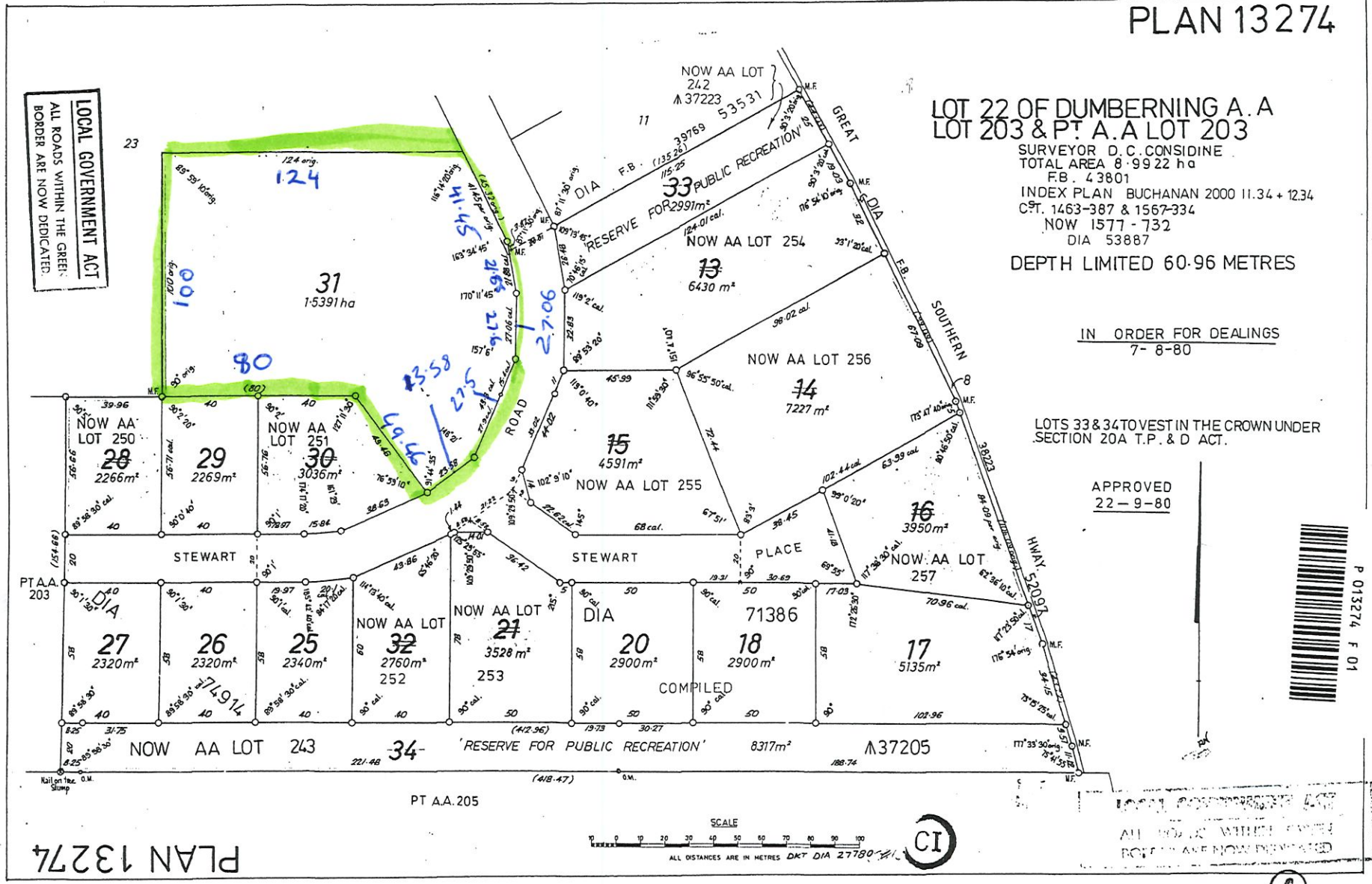


21/10/19

Proprietor Narrogin Wreckers & Auto Supplies

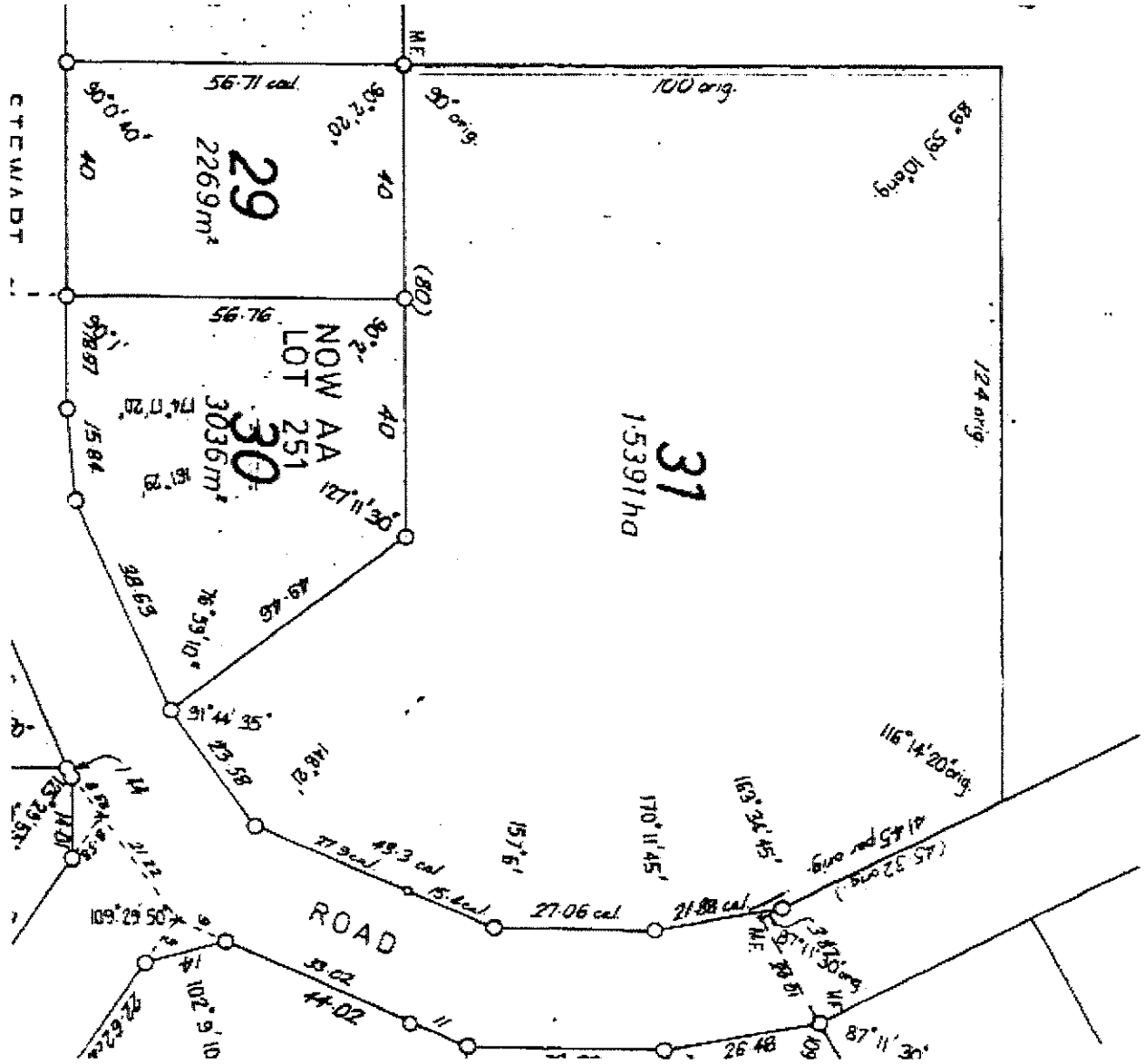
Ph :0427070678

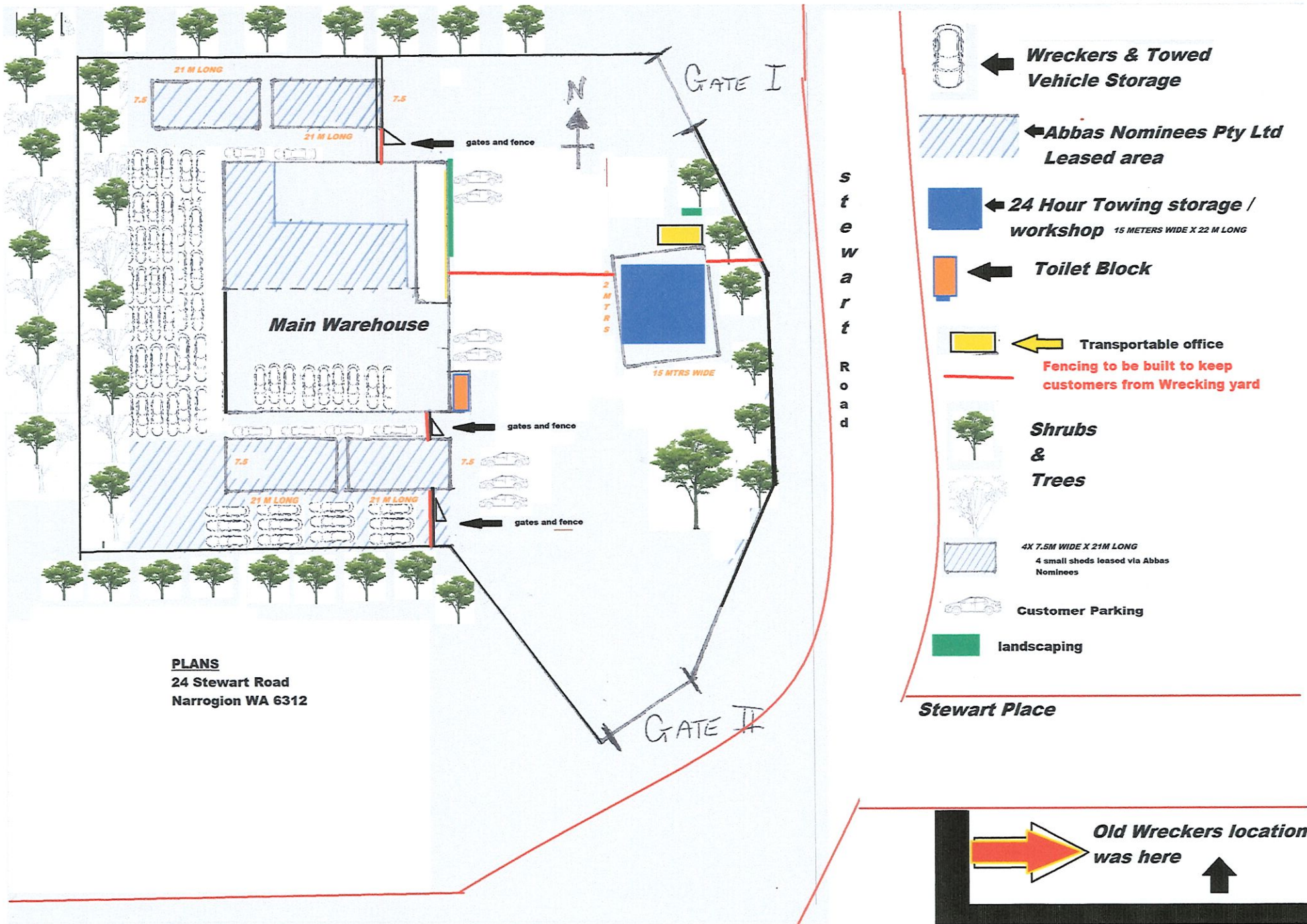
PLAN 13274



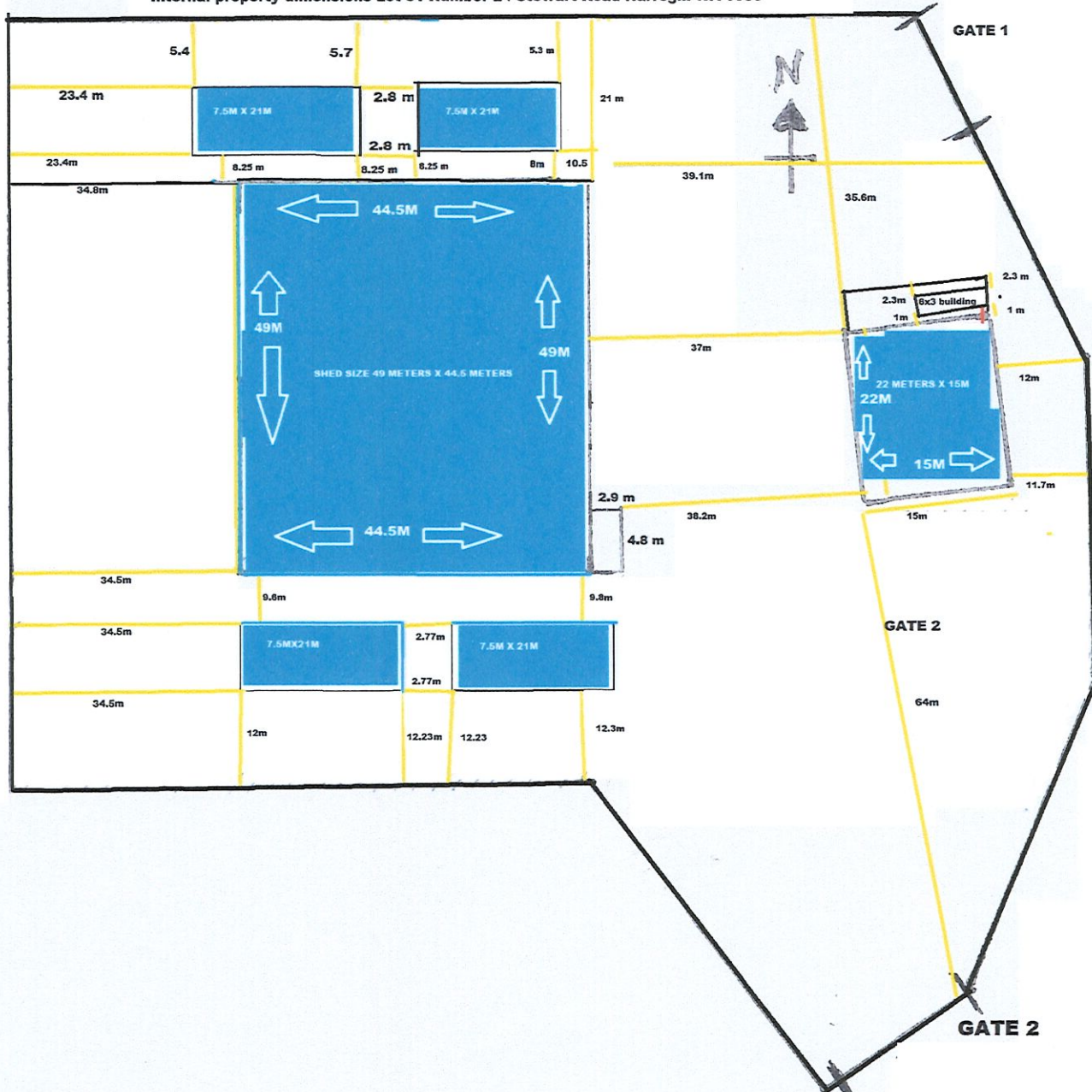
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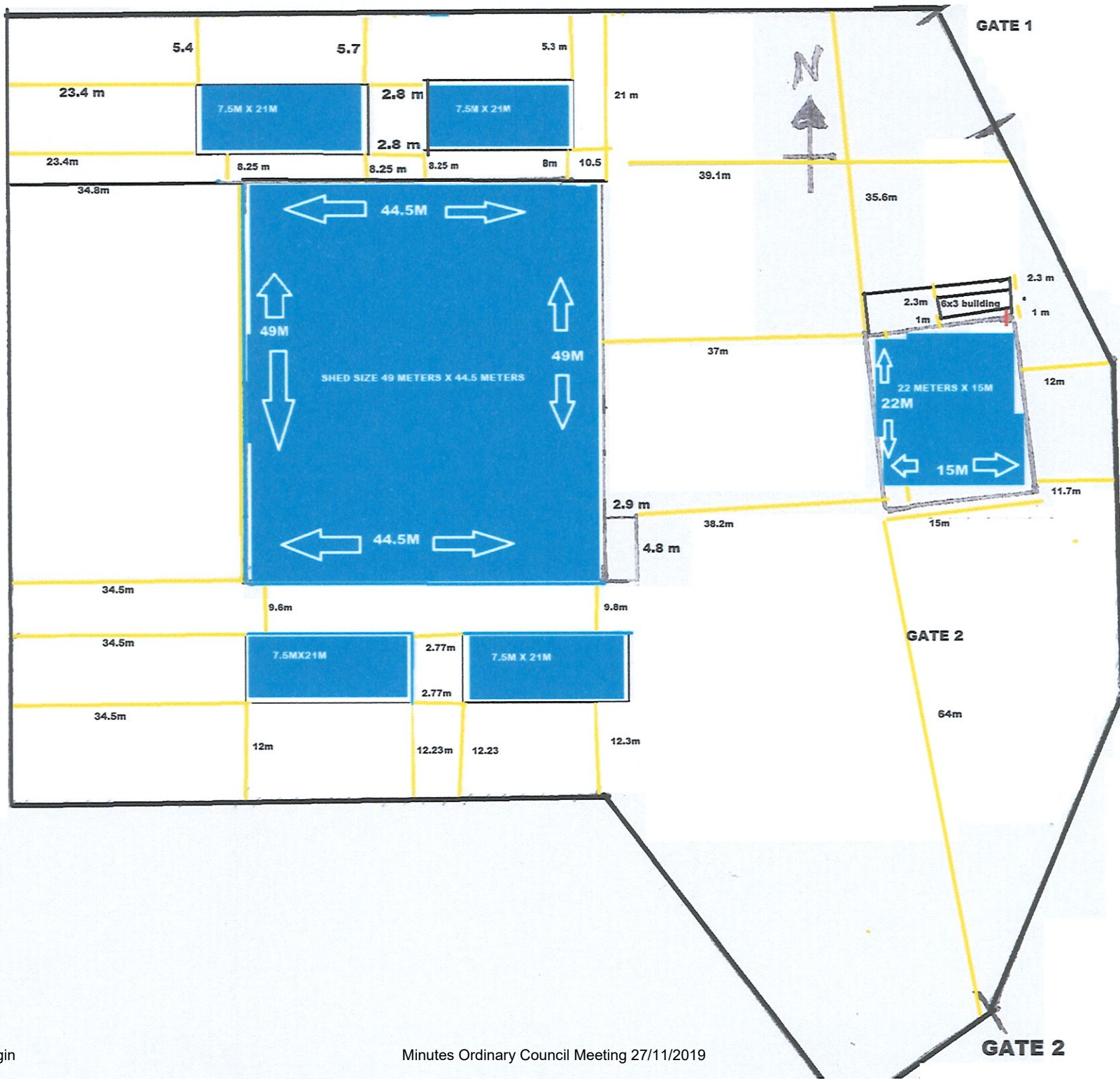
Outside Perimeter Measurements



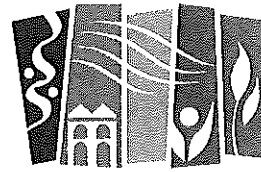


Internal property dimensions Lot 31 Number 24 Stewart Road Narrogin WA 6330





YOUR REF: DA2/19-20
OUR REF: OPA196945-A214800
ENQUIRIES: Eric Anderson



ATTACHMENT 3
Paid + Delivered
Shire of *In Person*
Narrogin 26-7-19
Love the life

25 July 2019

Great Southern Towing
PO Box 460
NARROGIN WA 6312

89 Earl Street, Narrogin
Correspondence to:
PO Box 1145, Narrogin WA 6312
T (08) 9890 0900
E enquiries@narrogin.wa.gov.au
W www.narrogin.wa.gov.au

Dear Sir/Madam

APPLICATION FOR PLANNING CONSENT -24 HOUR TOWING AND AUTOMOTIVE STORAGE AT LOT 31 (NO. 24) STEWART ROAD, NARROGIN

I refer to your Application for Planning Consent, submitted in respect of the above proposal.

This correspondence is to confirm that your proposal has been considered and approved under delegated authority. Attached is the form of approval stating the conditions that must be met.

Should you feel aggrieved by the decision of Council, or any condition imposed, you do have the right of appeal to the State Administrative Tribunal provided the appeal is lodged within twenty eight (28) days of the Council decision. The necessary appeal forms are available from the Shire of Narrogin or via the State Administrative Tribunal Website (www.sat.wa.gov.au).

Should you require further information or clarification on the above, please contact me via email, enquiries@narrogin.wa.gov.au or phone 9890 0900.

Yours sincerely



Azhar Awang
Executive Manager
Development & Regulatory Services

**TOWN PLANNING SCHEME NO. 2
DISTRICT SCHEME**

**NOTICE OF DECISION ON
APPLICATION FOR PLANNING CONSENT**

Name and address of Landowner: GREAT SOUTHERN TOWING
PO BOX 460, NARROGIN WA 6312

Planning consent is hereby **GRANTED** in respect of .
PROPOSED 24 HOUR TOWING AND AUTOMOTIVE STORAGE

Reference Application No. DA2/19-20 made on the 28 JUNE 2019

by SARAH BRINDLEY ON BEHALF OF GREAT SOUTHERN TOWING

in respect of land situated at and described as LOT 31 (NO. 24) STEWART ROAD, NARROGIN

(1) For the land to be used for the purpose of **PROPOSED 24 HOUR TOWING AND AUTOMOTIVE STORAGE**

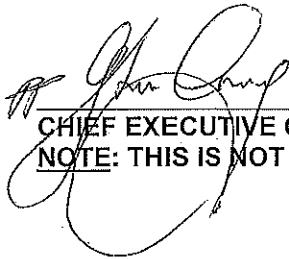
- (2) To have development carried out in accordance with the submitted plans; upon the following conditions:
- a) This approval shall expire if the development hereby permitted is not completed within two years of the date hereof, or within any extension of that time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire, is granted by it in writing.
 - b) The development hereby approved shall occur generally in accordance with the submitted plans in support of the application and these shall not be altered or modified without the prior written approval of the Chief Executive Officer.
 - c) Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
 - d) All drainage run-off associated with the development shall be contained on site or connected to the Council's storm water drainage system to the satisfaction of the Chief Executive Officer.
 - e) No land shall be used for the purpose of open storage purposes unless it is screened from public view by a fence wall or planting; the siting and height of which is to be approved by Council.
 - f) The outbuildings approved are for vehicle storage purposes only and shall not be used for human habitation.
 - g) All signage is to be in accordance with the Shire of Narrogin's Local Laws, unless further approval is granted by the Shire of Narrogin.
 - h) This approval is not for motor vehicle wrecking and a separate planning application will be required to be submitted to council for further approval. To use the property without Council's approval is a breach of the Planning and Development Act 2005 and if found guilty of the offence may incur a penalty of up to \$200,000.
 - i) A landscaping plan demonstrating how the required 20% landscaping (3,078.2m²) is required to be presented and approved to the satisfaction of the Chief Executive Officer.
 - j) Landscaping areas are to be maintained for a period of two years to the satisfaction of the Chief Executive Officer.
 - k) Parking bays are to be provided onsite at a rate of one (1) parking space per two (2) employees.
 - l) All parking associated with the activity approved shall be wholly contained on the site to the satisfaction of the Chief Executive Officer.
 - m) Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
 - n) Any outside lighting to comply with Australian Standard AS4282-1997 for the control of obstructive effects of outdoor lighting and not spill into any adjacent residential premises.
 - o) Cross overs are to comply with Section 3.2.1c) of the Former Town of Narrogin's Town Planning Scheme No. 2.

Advice Notes

1. If the applicant and/or owner are aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be right of review under the provisions of Part 14 of the Planning and Development Act 2005. A review must be lodged with the State Administrative Tribunal and must be lodged within 28 days of the decision.
2. The applicant is advised that clause 3.2.6 a) of the Former Town of Narrogin – Town Planning Scheme No. 2 prohibits the use of land for the purpose of Motor Vehicle Wrecking "A person shall not in any Industrial Zone, store or permit to be stored or to remain on any land, any disused motor vehicles, old machinery or parts thereof over an area of land exceeding one hectare". You are advised that your property is 1.5391 Hectares.

This approval is valid for a period of 2 Years

If development is not completed within this period a new approval must be obtained before commencing or continuing development.



CHIEF EXECUTIVE OFFICER

DATE

25 JULY 2019

NOTE: THIS IS NOT A BUILDING PERMIT FOR WHICH A SEPARATE APPLICATION IS REQUIRED

7.55 pm – Cr Fisher declared a financial interest in the following item and left the meeting.

10.1.3 PROPOSED HOME OCCUPATION (HOME FITNESS BUSINESS) – LOT 156 (NO. 1) FEDERAL STREET, NARROGIN

File Reference	A170100, IPA1918443
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Brooke Hoskins
Previous Item Numbers	Nil
Date	13 November 2019
Author	Azhar Awang – Executive Manager Development and regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Locality Plan2. Planning Application3. Schedule of Submissions

Summary

Council's consideration is requested in regards to a Planning Application for a proposed Home Occupation (Home Fitness Business) at Lot 156 (No. 1) Federal Street, Narrogin.

Background

On 20 September 2019, the Shire received a planning application for a Home Occupation Business (Home Fitness Business) to be conducted at Lot 156 (No. 1) Federal Street, Narrogin.

The applicant stated that the Home Occupation will be conducted from the shed adjacent to the existing dwelling. The shed is approximately (7m x 10m) 70m² in floor area. The Home Occupation is to be conducted Monday to Sunday from 6:00am to 7:00pm, operated as a one on one session to small group fitness sessions (up to 8 people). Each session will run between 45 minutes to 1.5 hours depending on the requirements of the clients.

The proposal was advertised through the Shire's website and adjoining property owners were notified in writing of the proposal. The advertising period for public comments closed on 24 October 2019.

At the conclusion of the advertising period, one submission was received objecting to the proposal.

Comment

Zoning

Lot 156 (No.1) Federal Street, Narrogin is zoned Single Residential with a density coding of R12.5 under the former Town of Narrogin Town Planning Scheme (FTPS) No. 2. The Policy Statement for the zoning states:

“Primarily for single dwelling houses on separate lots.

Group or multiple housing would only be permitted at the discretion of Council, following consideration of the effect of a proposed development upon the neighbourhood. Permissible non-residential use would be subject to advertising. The development standards for Group or Attached housing are intended to achieve compatible development within single residential neighbourhoods.”

The proposed Home Fitness Business falls under the definition of Home Occupation, which is defined as:

“means a business or activity carried on with the written permission of the Council within a dwelling house or the curtilage of a house by a person resident therein or within a domestic outbuilding by a person resident in the dwelling house to which it is appurtenant that:

a) does not cause injury to or prejudicially affect the amenity of the neighbourhood including (but without limiting the generality of the foregoing) injury, or prejudicial affection due to the emission of light, noise, vibration, electrical interference, smell, fumes, smoke, vapour, steam, soot, ash, dust, grit, oil, liquid wastes or waste products or the unsightly appearance of the dwelling house or domestic outbuilding in or the land on which the business is conducted;

b) does not entail employment of any person not a member of the occupier's family;

c) does not occupy an area greater than twenty square metres;

d) does not require the provision of any essential service main of a greater capacity than normally required in the zone in which it is located;

e) does not display a sign exceeding 0.2 square metres in area;

f) in the opinion of the Council it is compatible with the principal uses to which land in the zone it is located may be put and will not in the opinion of the Council generate a volume of traffic that would prejudice the amenity of the area;

g) does not entail the presence, use or calling of a vehicle of more than two tonnes tare weight;

h) does not entail the presence of more than one commercial vehicle and does not include provision for the fuelling or repairing of motor vehicles within the curtilage of the dwelling house or domestic outbuilding;

i) does not entail the offering for sale or display of motor vehicles, machinery or goods (other than goods manufactured or serviced on the premises); and

j) does not entail a source of power other than an electric motor of not more than 0.373 kilowatts (0.5hp).”

Such use is listed as an 'IP' use under 'Single Residential' zoning which means:

“Use not permitted unless it is incidental to a predominant use as determined by Council.”

The subject property has a total area of 1899 m², with the shed having a total of 70m².

Clause 3.1.4 and 3.1.5 outlines the requirements for a Home Occupations applications.

“3.1.4 HOME OCCUPATIONS - APPLICATIONS

Council shall not consider an application for a Home Occupation until such time as:

- a) The applicant has advertised as set out in Appendix VI in a newspaper, circulating in the District, his/her intention to apply to the Council for approval to establish a Home Occupation.*
- b) The applicant has lodged the application form in Appendix VI to the Council.*
- c) The applicant has provided proof that the requisite notice has been published in a newspaper circulating in the District.*
- d) The applicant has proof that the adjoining land owner or tenants have been notified in writing of the proposal and given an opportunity to comment.*
- e) The applicant is the occupier of the dwelling in which the home occupation is carried on.*

3.1.5 HOME OCCUPATIONS - MATTERS TO BE CONSIDERED BY COUNCIL

The Council shall not grant approval to a Home Occupation unless it is satisfied that:

- a) Similar types of businesses in the locality would not be adversely affected.*
- b) The amenity of the surrounding area would not be adversely affected.*
- c) The land is less suited for the purpose under which it is zoned in the Scheme.*
- d) There are no other suitable premises in the locality available for the purpose intended for the Home Occupation.*
- e) A fee equal to the minimum municipal rate for the time being paid to the Council, called the Permit Fee, and is renewable at January 1 each year.*
- f) In granting its approval for the establishment of a Home Occupation, the Council shall require the applicant to enter into a deed of agreement as set out in Appendix VI to guarantee the performance of the occupation.*
- g) An approval to carry on a home occupation:*
 - (i) is valid only for a period of 12 months after the date of issue thereof but may be renewed upon application in writing to the Council.*
 - (ii) is not capable of being transferred or assigned to any other person and does not run with the land in respect of which it was granted.*

h) In granting an approval to carry out a home occupation the Council may impose any condition it thinks fit.

i) If in the opinion of the Council a home occupation is causing a nuisance or annoyance to neighbours or to other persons within the neighbourhood or if any condition imposed by the Council is not complied with, the Council may revoke an approval granted by it in respect of the home occupation.”

Submissions

The submission received, raised the following concerns:

Noise

Part (a) of the Home Occupation definition, states that the proposed business or activity does not cause injury to or prejudicially affect the neighbourhood including (but without limiting the generality of the foregoing) injury, or prejudicially affection due to the emission of light, noise, vibration, electrical interference, smell, fumes, smoke, vapour, or wastes or waste products or the unsightly appearance of the dwelling house or domestic outbuilding in or the land on which the business is conducted.

The noise issue can be managed by insulating the building and condition imposed accordingly as a condition of approval. The application proposed the business to be conducted from 6:00am to 7:00pm Monday to Sunday. The prescribed operating hours for business or activity emitting excessive noise exceeding the acceptable level assigned for Residential area (55 decibels) is from 7:00am to 7:00pm Monday to Saturday. No activity shall be permitted on Sunday or Public Holiday.

In the event that Council wish to support the proposal, the operating hours to be specified accordingly. However, this does not give the applicant the ability to emit the noise level above the accepted prescribed level that will adversely impact the surrounding residential neighbourhood.

Total Floor Area

Under the definition of Home Occupation, clause 1.8.part (c), it states that the business should not occupy an area greater than 20m². The proposed activity is to be conducted in the existing shed which has a total area of 70 m² and currently housed the owner personal gym equipment which is able to be used to facilitate the fitness sessions. This would exceed the maximum area allowable for a Home Occupation and therefore would be contrary to the requirement for this activity.

As this area is within the Single Residential zone, the potential noise level generated and the total floor area to be conducted as a Home Occupation would not fall under the category of Home Occupation and therefore it is recommended that the proposal be refused on these grounds.

Consultation

Public advertising has been undertaken through the Shire’s website and letters to adjoining land owners, with submissions closing on 24 October 2019. As a result of a negative submission being received, the proposal is referred to Council for its consideration. A copy of the Schedule of Submissions is included in this report (Attachment 3).

Statutory Environment

Former Town of Narrogin Town Planning Scheme No. 2

- Clause 3.1.4 and 3.1.5 – Home Occupations - Applications

Policy Implications

Local Planning Policy D4 – Home Based Business

Financial Implications

An application for Planning Consent fee of \$147 has been paid.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to the Application for Planning Consent for a Home Occupation (Home Fitness Business) at Lot 156 (No. 1) Federal Street, Narrogin, Council refuse the proposal subject to the following reasons:

1. The proposal is not consistent with the objectives of the 'Single Residential' zoning and if approved would result in adverse impact to the surrounding Residential area due to the noise level emitted from the premises.
2. The proposal has exceeded the maximum allowable area of 20m² and is contrary to the requirements for a Home Occupation.

Advice Notes:

1. If the applicant is aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be a right of review under the provisions of Part 14 of the Planning and Development Act 2005. A review must be lodged with the State Administrative Tribunal and must be lodged within 28 days of the decision.

Following advice from the applicant to Elected Members that they were prepared to operate their home occupation to an area no exceeding 20m² and with the intent of having only one client at a time, Cr Broad moved the following motion.

COUNCIL RESOLUTION 1119.007

Moved: Cr Broad

Seconded: Cr Lushey

That with respect to the Application for Home Occupation – Home Fitness Business) at Lot 156 (No. 1) Federal Street, Narrogin, Council approve the application subject to the following conditions:

1. Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
2. The development approved shall be in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of Council.
3. All parking associated with the activity approved shall be wholly contained on site to the satisfaction of the Chief Executive Officer.
4. An annual renewal fee in accordance with the schedule of fees and charges (\$73) shall be charged on 1 January of each calendar year.
5. No signage related to the activity shall exceed 0.2m² in area.
6. The activity must not employ any person not a member of the occupier's family.
7. The home occupation permitted shall occupy a maximum of 20m².
8. The hours of operation shall be between 7.00 am to 7.00 pm Monday to Saturday. The operation will not be permitted on Sundays and Public Holidays.
9. No more than three (3) clients are allowed at any one time.
10. A planning approval to conduct a home occupation is issued to a specific occupier of a particular parcel of land, it shall not be transferred or assigned to any other person, and shall not be transferred from the land in respect of which it was granted. Should there be a change of the occupier of the land in respect of which planning approval for a home occupation is issued the planning approval is cancelled.

CARRIED 8/0

Reason for Change: The applicant advised the Shire that they intended to undertake their activity within no more than 20m² and that they would have only one (1) client at a time and that this should address the concerns of the submitter.



Locality Plan

HOME OCCUPATION



89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

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

APPLICATION FOR PERMIT OR RENEWAL OF A HOME OCCUPATION

Shire of Narrogin
RECEIVED

TOWN PLANNING SCHEME NO.2
DISTRICT SCHEME

20 SEP 2019

A1701000 / IPA1918443.

Owner Name:	Brooke Hoskin
Address:	156 Federal Street Narrogin WA 6312

Occupier Name:	Brooke Hoskin
Address:	156 Federal Street Narrogin WA 6312

DESCRIPTION OF LAND

House No	156	Lot No	1	Location No	024408
Plan or Diag	D	Street Name	Federal Street		
Certificate of Title	Volume: 1281		Folio: 931		

Nature of Proposed Home Occupation and Business Name:

To run PT sessions and small group training

Area of Building/Land to be used for Home Occupation:

In a shed on the property

Particulars of Persons to be employed. Please State the number and relationship to Occupier.

Employee 1: Name	Brooke Hoskin	Relationship to Owner/Occupier:	Owner
Employee 2: Name		Relationship to Owner/Occupier:	
Employee 3: Name		Relationship to Owner/Occupier:	

Description of equipment or machinery to be used:

Gym equipment (Functional trainer) rower, spin bike weights.

Description and location of storage areas:

We have shelving units bolted to the walls.

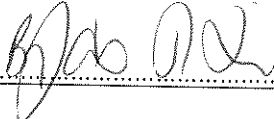
Description and location of proposed signage:

No signage needed

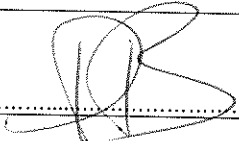
Number of Parking bays to be provided:	spare block attached to property	Hours of Operation:	mon - Sunday 6am - 7pm or when needed
Frequency of delivery and collection of goods	1 or 2 a day or depending on training days		

The occupier named above hereby applies for the permit/renewal of a permit in respect of the Home Occupation described above and states that the above particulars are true and correct.

AUTHORITY

Applicant's Signature  Date 20th October 2019

NOTE: WHERE THE APPLICANT IS NOT THE OWNER, THE OWNER'S SIGNATURE IS REQUIRED.
NOTE: ALL OWNERS OF THE PROPERTY MUST SIGN THIS APPLICATION FORM. WHERE PROPERTY IS OWNED BY A COMPANY, AT LEAST TWO DIRECTORS OF THE COMPANY MUST SIGN THE APPLICATION.

Owner's Signature  Date 20.9.19

NOTE: THIS FORM IS TO BE SUBMITTED IN DUPLICATE, TOGETHER WITH THREE COPIES OF PLANS, COMPRISING THE INFORMATION SPECIFIED IN THE PARTICULARS REQUIRED WITH THE APPLICATION OUTLINED BELOW.

NOTE: ALL PERMITS FOR HOME BUSINESSES, HOME OCCUAPTION AND COTTAGE INDUSTRY SHALL BE LIMITED TO 12 MONTHS IN ACCORDANCE WITH CLAUSE 3.1.5 OF TOWN PLANNING SCHEME.

PARTICULARS REQUIRED WITH APPLICATION FOR PLANNING CONSENT FOR A HOME OCCUPATION:

Where an application involves a home occupation the following should be included, unless especially exempt by the Shire:

- a. A completed Application for Permit/Renewal of a Home Occupation and payment of the required fee in accordance to the Shire of Narrogin's adopted budget.
- b. Payment of all costs associated with advertising of the proposal for public comment (where required).
- c. Provide site and floor plans confirming the area of the dwelling and associated outbuildings to be utilized for the business.
- d. Indicate all activities that will be undertaken at the stated address.
- e. Confirmation of the proposed number of employees associated with the business and their relationship to the occupier of the dwelling.
- f. Indicate site dimensions and be to metric scale.
- g. Indicate any improvements proposed to be constructed, their appearance, height and proposed uses.
- h. Indicate car parking areas, their layout and dimensions and access ways and the position of existing and/or proposed crossovers
- i. Indicate Signage Plans.

OFFICE USE ONLY

File Reference		Application No	
Date Received		Date of Approval / Refusal	
Date of Notice of Decision		Officer's Signature	

Shire of Narrogin
Planning Officer
Mr Eric Anderson
Development & Regulatory Services
89 Earl Street
Narrogin WA 6312

Dear Mr Anderson,

Re - Home Fitness Business

I am seeking approval to run a personal training business from my residential property, at 156 Federal Street Narrogin.

Currently I service Wagin, Wickopin and Williams whereby I travel offering a variety of fitness and training formats, and as such these home based sessions will be fit in around my travel schedule to service the outside communities.

The sessions will be run from the shed located on my residential property, adjacent to the actual dwelling, with hours of operation to be Monday to Sunday from 6am to 7pm. Access is provided by way of side gate on Felspar St, and the vacant block to we myself and my husband also own will cater for any parking requirements of potential clients.

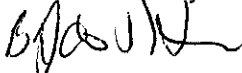
The training sessions will be one on one fitness and training sessions, to small group fitness sessions, comprising of maximum of 8 people. General duration of each session will range from 45 minutes to 1.5hrs depending on requirements of clients. I am mainly considering one on one training however some clients prefer to have a training partner or group and as such will consider these small group sessions.

The shed is 7x10 , and currently houses my own personal gym equipment which is able to be used to facilitate sessions, and I am aware of noise restrictions, which would be adhered to as the sessions do not involve large groups, and are catered primarily for the intended client. I have advised my neighbours of my intention to apply to run this home based business.

I have included photos of my shed, residence and vacant block to aid in your approval.

Please feel free to contact me to discuss any queries or concerns you may have, and I look forward to your favourable response.

Yours sincerely



Brooke Hoskin

Fit Pursuit Proprietor.

156 FEDERAL STREET, NARROGIN, WA 6312



Owner Details

Owner Name(s):	DALE MERVYN BATT; BROOKE JAY HOSKIN	Owner Type:	Owner Occupied
Owner Address:	N/A		
Phone(s):	(08) 9881 6839 (HOSKIN)		

Property Details

Property Type:	House - N/A <i>Vol folio.</i>	4	1	2
RPD:	1//D024408 (1281/931)			
Land Use:	HOUSE (10)	Area:	1,899 m² (1,899 m²)	
Zoning:	Residential/Single residential	Area \$/m2:	\$224 (\$224)	
Council:	NARROGIN, SHIRE OF	Water/Sewerage:		
Features:	Build Yr: 1930, Wall Type: BRICK, Roof Type: IRON	Property ID:	12540394 / WA671459	
		UBD Ref:	UBD Ref:	

Sales History

Sale Amount:	Sale Date:	Vendor:	Area:	Sale Type:	Related:
\$ 425,000	10/05/2007	ORCHARD; ORCHARD	1,899 m²	Normal Sale	No
\$ 245,000	28/07/2005	VIRGO; VIRGO	1,899 m²	Normal Sale	No

Prepared on 20/09/2019 by Keith Guest, +61 408 946 130 at Ray White Narrogin. © Property Data Solutions Pty Ltd 2019 (pricefinder.com.au)
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Submissions	Comment	Applicant's Comment	Officer's Comment and Recommendation
Public	<ul style="list-style-type: none"> • Concerned about the privacy of nearby resident and the increased traffic will result in dog to bark more. • The area on the vacant land is currently being used for parking and generating dust to the neighbour. This area to be used for class attendees will only get worse with the dust issue. • Noise of the fitness style music at the suggested time of 6am Monday to Friday have woken up residents. • Will there be any proposal for soundproofing to be installed in the shed as the property act as an amphitheatre and carries sound. 	<p>The shed is set up inside the main fenced yard, and the vacant block that is part of our property will generally be used for parking for personal training client attending, however in regards to privacy and dust issues, we have on several occasions requested the neighbour to erect a common fence, however they have been unwilling to share costs of such common fence. The erection of a common fence would eradicate any potential privacy and dust issues. That being said, we are currently in discussion of erecting said fence, and hope to have this matter resolved once approval is granted.</p> <p>The actual type of classes do not require fitness style music at loud volumes. I am proposing to run personal training and small personal training group sessions, not actual fitness classes, as these classes are offered readily throughout town and I offer these services out of town. The music that will be playing is generally on low volume as it is not used primary to motivate the attendees as that is what I do and I also need to cue attendees and can</p>	<p>It is noted that the concern raised is in regards to the boundary fencing between the two properties which there is none. Fencing Boundary is to be determined between the respective adjoining properties in accordance with the Dividing Fences Act 1961.</p> <p>For the Home Occupations to be established, the applicant need to seal the parking surface to reduce the dust issue. This can be through bitumen seal of other forms of acceptable dust suppression applications.</p> <p>Any noise emitted shall be in accordance with the prescribed hours 7am to 7pm on Monday to Saturday and no activity is permitted on Sunday and public holiday.</p> <p>The proposal is to be conducted in the existing colour bond shed and the noise level emitted from the activity conducted from the premises needs to be mitigated through appropriate noise insulation.</p>

	<ul style="list-style-type: none"> Proposed hours of operation to be 7am to 7pm. 	<p>not have them or myself distracted by loud music. I am agreeable to change the time to 7am - 7 pm. At this stage I see no reason to sound proof the shed, the small groups of personal one on one training does not generate large amounts of noise, and if a common fence was erected this would also provide a barrier for any potential sound issues.</p>	<p>The applicant has agreed to operate within the prescribed operating hours and if approved the operating hours should be stipulated as a condition of approval.</p>
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8.05 pm – Cr Fisher returned to the meeting.

8.05 pm – Cr Bartron left the meeting to return to his work at the hospital and did not return.

10.1.4 FINAL ADOPTION – WASTE LOCAL LAW 2019

File Reference	19.6.4
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	None
Date	31 October 2019
Author	Niel Mitchell – Governance Consultant
Authorising Officer	Azhar Awang – Executive Manager Development & Regulatory Services
Attachments	1. Draft Waste Local Law 2019

Summary

To finalise the process of adoption of the Waste Local Law 2019.

Background

The proposed Waste Local Law 2019 provides for the management of local government waste as defined by the Waste Avoidance and Resource Recovery Act 2007 (WARR Act), and the operation of waste collection and waste management facilities.

Comment

The purpose of this report is to:

- Consider the submissions received on the proposed local law and determine if any drafting amendment(s) are required as a result of the submissions received;
- Make the local law, incorporating all amendments as approved by Council;
- Authorise the affixing of the Common Seal to the local laws;
- Authorise the local laws publication in the *Government Gazette*; and
- Give local public notice, (after Gazettal), of the date the local laws will come into effect.

At its ordinary meeting held on 22 May 2019, the Council resolved to commence the process to make the Waste Local Law:

- Purpose – to regulate the collection, disposal and storage of waste and recyclable materials, and to remove certain provisions of the Shire of Narrogin Public Places and Local Government Property Local Law 2016.
- Effect – to control the collection, disposal and storage of waste and recyclable materials for the benefit and health of the community and protection of the environment.

The procedure for making local laws requires Council to advertise state-wide, advising of its intention to make a local law, and invite submissions to be made on the proposed local law for a six-week period. At the closure of the submission period, Council is to consider all submissions before making a local law.

Council advertised, both locally and State-wide, for public comment on the proposed Local Law.

An advertisement was placed in the West Australian on 12 June 2019 and the Narrogin Observer on 13 June 2019, with the submission period for public comment closing on 1 August 2019.

At the close of the submission period, submissions had been received from the Department of Water and Environmental Regulation (DWER).

The DWER submission noted several minor aspects that required amendment prior to providing consent. The changes were to:

- Delete the repeal of a definition and two clauses dealing with improper disposal of waste on local government controlled land which is not the landfill site; and
- To broaden the objection and appeal rights of an affected person, consistent with the Local Government Act 1995.

The amendments were made and the consent of the Chief Executive Officer of the Waste Authority (delegated to Director General of DWER) has now been received as required by the WARR Act.

The Department of Local Government, Sporting and Cultural Industries advised that they had no comment to make.

No other submissions were received.

None of the suggested changes altered the intent of the provision amended nor placed additional obligations on the community. Accordingly, it is considered that the amendments are not of a significant nature that requires re-advertising.

The attached draft has been amended from the proposed local law advertised for public submissions, in accordance with the comments from DWER.

Once formally adopted by Council:

- The local law is to be published in the Government Gazette;
- Local public notice given of adoption of the local laws (separate to previous advertising of proposals);
- Signed copies are to be sent to the Minister for Local Government and the Minister for the Environment; and
- Copies are to be sent to the Parliamentary Joint Standing Committee on Delegated Legislation together with other required documentation, within 10 days of publication in the Government Gazette.

Please note:

- Disallowance of the local law may be made by Parliament, and could take some time depending on sitting days; and
- The local law takes effect on the day stipulated in the local law, generally 14 days after publication in the Government Gazette.

Consultation

- Senior Environmental Health Officer

Statutory Environment

The Local Government Act 1995 provides the following:

- Section 3.12 – Procedure for making local laws
 - (2) Notice of purpose and effect of local law to be given by the person presiding
 - (3) Statewide public notice required, and copies to Minister/s immediately after notice given, minimum 6 weeks' notice
 - (3a) Local Public notice also required to be given
 - (4) After notice period, all submissions to be considered, and local law may then be made by absolute majority
 - (6) Publication in Government Gazette required
 - (7) Parliament to be advised within 10 working days of Gazettal
- Section 3.13 – Significant changes require recommencement of proposal
- Section 3.14 – Unless otherwise provided for, local laws come into effect 14 days after Gazettal
- Section 3.15 – local public notice of the final adoption/making of a local law to be given.

The Interpretations Act 1984 provides the following:

- Section 42(2) – after publication in the Government Gazette, Parliament may disallow within 14 sitting days of receipt

The Waste Avoidance and Resources Recovery Act provides the following:

- Section 61 – local government may make local laws if departmental Chief Executive Officer consents
- Section 64(2) – list of purposes for which local laws may be made

Policy Implications

Nil

Financial Implications

Cost of advertising and publication in Government Gazette.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation
Strategy:	4.1.1 Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2 Continue to enhance communication and transparency

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.008

Moved: Cr Seale Seconded: Cr Fisher

That, with respect to the Waste Local Law 2019, Council;

1. Resolve to make the Local Law as per the attached draft, incorporating amendments outlined by the Department of Water and Environmental Regulation;
2. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Local Law; and
3. Authorise the Chief Executive Officer to:
 - a. Publish the Local Law in the Government Gazette;
 - b. Provide copies of the Local Law to the Minister for Local Government and the Minister for the Environment; and
 - c. Forward a copy of the Gazetted Local Law, explanatory memoranda and associated documentation to the Parliamentary Joint Standing Committee on Delegated Legislation for review.

**CARRIED 8/0
BY ABSOLUTE MAJORITY**

**WASTE AVOIDANCE AND RESOURCE RECOVERY ACT 2007
LOCAL GOVERNMENT ACT 1995**

SHIRE OF NARROGIN

WASTE LOCAL LAW 2019

CONTENTS

PART 1 - PRELIMINARY

- 1.1 Short title
- 1.2 Commencement
- 1.3 Application
- 1.4 Repeal
- 1.5 Meanings of terms in this local law
- 1.6 Local public notice of determinations
- 1.7 Rates, fees and charges
- 1.8 Power to provide waste services

PART 2 - LOCAL GOVERNMENT WASTE

- 2.1 Supply of receptacles
- 2.2 Deposit of waste in receptacles
- 2.3 General waste receptacles
- 2.4 Recycling waste receptacles
- 2.5 Organic waste receptacles
- 2.6 Direction to place or remove a receptacle
- 2.7 Duties of owner or occupier
- 2.8 Exemption
- 2.9 Damaging or removing receptacles
- 2.10 Verge collections

PART 3 - GENERAL DUTIES

- 3.1 Duties of an owner or occupier
- 3.2 Removal of waste from premises
- 3.3 Receptacles and containers for public use
- 3.4 Waste control on building sites

PART 4 - OPERATION OF WASTE FACILITIES

- 4.1 Operation of this Part
- 4.2 Hours of operation
- 4.3 Signs and directions
- 4.4 Fees and charges
- 4.5 Depositing waste
- 4.6 Prohibited activities

PART 5 - OBJECTIONS AND APPEALS

- 5.1 Objection and appeal rights

PART 6 - ENFORCEMENT

- 6.1 Offences and general penalty
- 6.2 Other costs and expenses
- 6.3 Prescribed offences
- 6.4 Form of notices

SCHEDULE 1 – MEANING OF 'NON-COLLECTABLE WASTE'

SCHEDULE 2 – PRESCRIBED OFFENCES

WASTE AVOIDANCE AND RESOURCE RECOVERY ACT 2007
LOCAL GOVERNMENT ACT 1995

SHIRE OF NARROGIN

WASTE LOCAL LAW 2019

Under the powers conferred by the *Waste Avoidance and Resource Recovery Act 2007* and the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Narrogin resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Short title

This is the *Shire of Narrogin Waste Local Law 2019*.

1.2 Commencement

This local law commences 14 days after the day on which it is published in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

The following provisions of the *Shire of Narrogin Public Places and Local Government Property Local Law 2016* are deleted –

- (a) clause 4.7(b); and
- (b) Schedule 1 item 12.

1.5 Meanings of terms in this local law

(1) In this local law –

authorised person means a person appointed by the local government under section 9.10 of the LG Act to perform any of the functions of an authorised person under this local law;

collectable waste means local government waste that is not—

- (a) liquid refuse;
- (b) liquid waste; or
- (c) non-collectable waste;

collectable waste receptacle means a receptacle for the deposit and collection of collectable waste that is –

- (a) a recycling waste receptacle;
- (b) a general waste receptacle; or
- (c) an organic waste receptacle;

collection when used in relation to a receptacle, means the collection and removal of collectable waste from the receptacle by the local government or its contractor;

collection day means the day determined by the local government for the collection of collectable waste in the district or a part of the district;

collection time means the time on the collection day determined by the local government for the collection of collectable waste in the district or a part of the district;

costs of the local government include administrative costs;

Council means the council of the local government;

district means the district of the local government;

general waste receptacle means a receptacle for the deposit and collection of collectable waste that is not recycling waste;

LG Act means the *Local Government Act 1995*;

LG Regulations means the *Local Government (Functions and General) Regulations 1996*;

local government means the Shire of Narrogin;

local government waste has the same meaning as in the WARR Act;

non-collectable waste has the meaning set out in Schedule 1;

occupier in relation to premises, means any or all of the following –

- (a) a person by whom or on whose behalf the premises are actually occupied; or
- (b) a person having the management or control of the premises;

organic waste means waste that decomposes readily, such as garden waste or food waste;

organic waste receptacle means a receptacle for the deposit and collection of organic waste;

owner has the same meaning as in the LG Act;

public place includes a place to which the public ordinarily have access, whether or not by payment of a fee;

receptacle means a receptacle –

- (a) that has been supplied for the use of the premises by the local government or its contractor; or which has otherwise been approved by the local government; and
- (b) the waste from which is collected and removed from the premises by the local government or its contractor;

recycling waste receptacle means a receptacle for the deposit and collection of recycling waste;

recycling waste means –

- (a) paper and cardboard;
- (b) plastic containers comprised of polyethylene terephthalate or high density polyethylene;
- (c) glass containers;
- (d) steel containers;
- (e) aluminium containers;
- (f) liquid paper board; and
- (g) any other waste determined by the local government to be recycling waste;

specified means specified by the local government or an authorised person, as the case may be;

street alignment means the boundary between the land comprising a street and the land that abuts the street;

WARR Act means the *Waste Avoidance and Resource Recovery Act 2007*;

waste has the same meaning as in the WARR Act;

waste facility means a waste facility, as defined in the WARR Act, that is operated by the local government; and

waste service has the same meaning as in the WARR Act.

- (2) Where, in this local law, a duty or liability is imposed on an owner or occupier, or on an owner and occupier, the duty or liability is taken to be imposed jointly and severally on each of the owners or occupiers.

1.6 Local public notice of determinations

Where, under this local law, the local government has a power to determine a matter –

- (a) local public notice, under section 1.7 of the LG Act, must be given of the matter determined;
- (b) the determination becomes effective only after local public notice has been given;
- (c) the determination remains in force for the period of one year after the date that local public notice has been given under subclause (a);
- (d) after the period referred to in subclause (c), the determination continues in force only if, and for so long as, it is the subject of local public notice, given annually, under section 1.7 of the LG Act; and
- (e) the determination must be recorded in a publicly accessible register of determinations that must be maintained by the local government.

1.7 Rates, fees and charges

The local government's powers to impose rates, fees and charges in relation to waste services are set out in sections 66 to 68 of the WARR Act and section 6.16 and 6.17 of the LG Act.

1.8 Power to provide waste services

The local government's power to provide, or enter into a contract for the provision of, waste services is dealt with in section 50 of the WARR Act.

PART 2 - LOCAL GOVERNMENT WASTE

2.1 Supply of receptacles

- (1) The local government is to supply, for the use of each premises that are, or are capable of being, occupied or used for residential purposes, one or more receptacles for the collection and removal, from those premises, of collectable waste.
- (2) The owner of premises to which subclause (1) applies must—
 - (a) ensure that the fee or charge (if any) imposed by the local government in relation to each receptacle is paid to the local government; and
 - (b) ensure that each receptacle is used, in respect of those premises, in accordance with this local law.

2.2 Deposit of waste in receptacles

- (1) An owner or occupier of premises must not deposit or permit to be deposited in a receptacle any non-collectable waste.
- (2) A person must not deposit waste in a receptacle that has been provided for the use of other premises without the consent of the owner or occupier of those premises.

2.3 General waste receptacles

- (1) An owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle —
 - (a) where the receptacle has a capacity of 240 litres – more than 70 kilograms of collectable waste; or
 - (b) where the receptacle has any other capacity – more than the weight determined by the local government.
- (2) Where the local government supplies recycling waste receptacles, an owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle any recycling waste.
- (3) Where the local government supplies organic waste receptacles, an owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle any organic waste.

2.4 Recycling waste receptacles

An owner or occupier of premises must not deposit or permit to be deposited in a recycling waste receptacle –

- (a) anything other than the particular type of recycling waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres – more than 70 kilograms of recycling waste; or
- (c) where the receptacle has any other capacity – more than the weight determined by the local government.

2.5 Organic waste receptacles

An owner or occupier of premises must not deposit or permit to be deposited in an organic waste receptacle –

- (a) anything other than the particular type of organic waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres – more than 70 kilograms of organic waste; or
- (c) where the receptacle has any other capacity – more than the weight determined by the local government.

2.6 Direction to place or remove a receptacle

- (1) The local government or an authorised person may give a written direction to an owner or occupier of specified premises –
 - (a) to place a receptacle in respect of those premises for collection; or
 - (b) to remove a receptacle in respect of those premises after collection.

- (2) The direction under subclause (1) may specify when the placement or removal is to occur, or where the receptacle is to be placed, or both.
- (3) An owner or occupier of premises must comply with a direction given under this clause.

2.7 Duties of owner or occupier

An owner or occupier of premises must—

- (a) except for a reasonable period before and after collection time, keep each receptacle in a storage space or area that is behind the street alignment;
- (b) take reasonable steps, if placing a receptacle for collection on the verge adjoining the premises, or other area as determined by the local government, ensure that, within a reasonable period before collection time, each receptacle is –
 - (i) within 1 metre of the carriageway;
 - (ii) placed so that it does not unduly obstruct any footpath, cycle way, right-of-way or carriageway; and
 - (iii) facing squarely to the edge of and opening towards the carriageway, or in such other position as is approved in writing by the local government or an authorised person;
- (c) take reasonable steps to ensure that the premises are provided with an adequate number of receptacles; and
- (d) if the receptacle is lost, stolen, damaged or defective, notify the local government, as soon as practicable, after the event.

2.8 Exemption

- (1) An owner or occupier of premises may apply in writing to the local government for an exemption from compliance with the requirements of clause 2.7(a) or (b).
- (2) The local government or an authorised person may grant, with or without conditions, or refuse an application for exemption from compliance under this clause.
- (3) An exemption granted under this clause must state –
 - (a) the premises to which the exemption applies;
 - (b) the period during which the exemption applies; and
 - (c) any conditions imposed by the local government or the authorised person.
- (4) An exemption granted under this clause ceases to apply –
 - (a) if the local government decides, on reasonable grounds, that there has been a failure to comply with a condition of the exemption; and
 - (b) from the date that the local government informs the owner or occupier of its decision under clause 2.8(4)(a).

2.9 Damaging or removing receptacles

A person, other than the local government or its contractor, must not –

- (a) damage, destroy or interfere with a receptacle; or
- (b) except as permitted by this local law or as authorised by the local government or an authorised person, remove a receptacle from any premises to which it was delivered by the local government or its contractor.

2.10 Verge collections

- (1) Where the local government has advertised a verge waste collection (such as a green waste, or a bulk waste, verge collection) a person, unless with and in accordance with the approval of the local government or an authorised person –
 - (a) must deposit waste only during the period of time, and in accordance with other terms and conditions, as advertised by the local government in relation to that verge waste collection; and
 - (b) must otherwise comply with those terms and conditions.
- (2) Where waste has been deposited on a verge for a verge waste collection, a person must not remove any of that waste for a commercial purpose but may remove it for any other purpose.
- (3) Except where waste is lawfully removed from a verge under this clause, a person must not disassemble or tamper with any waste deposited on a verge for a verge waste collection so as to increase the risk of harm to any person.

- (4) Clause 2.10(2) does not apply to the local government or a person engaged or contracted by the local government in relation to the verge waste collection.

PART 3 - GENERAL DUTIES

3.1 Duties of an owner or occupier

An owner or occupier of premises must –

- (a) take reasonable steps to ensure that an adequate number of receptacles are provided to contain all waste which accumulates or may accumulate in or from the premises;
- (b) ensure that each receptacle is kept in good condition and repair;
- (c) take all reasonable steps to –
 - (i) prevent fly breeding and keep each receptacle free of flies, maggots, cockroaches, rodents and other vectors of disease;
 - (ii) prevent the emission of offensive or noxious odours from each receptacle; and
 - (iii) ensure that each receptacle does not cause a nuisance to an occupier of adjoining premises; and
- (d) whenever directed to do so by the local government or an authorised person, thoroughly clean, disinfect, deodorise and apply a residual insecticide to each receptacle.

3.2 Removal of waste from premises

- (1) A person must not remove any waste from premises unless that person is –
 - (a) the owner or occupier of the premises;
 - (b) authorised to do so by the owner or occupier of the premises; or
 - (c) authorised in writing to do so by the local government or an authorised person.
- (2) A person must not remove any waste from a receptacle without the approval of –
 - (a) the local government or an authorised person; or
 - (b) the owner or occupier of the premises at which the receptacle is ordinarily kept.

3.3 Receptacles and containers for public use

A person must not, without the approval of the local government or an authorised person –

- (a) deposit household, commercial or other waste from any premises on or into; or
- (b) remove any waste from,

a receptacle provided for the use of the general public in a public place.

3.4 Waste control on building sites

- (1) In this clause –

building waste receptacle means a receptacle –

- (a) that has been supplied for the use of the premises by a person other than the local government or its contractor; and
- (b) the waste from which is collected and removed from the premises by a person other than the local government or its contractor.

building work has the same meaning as in the *Building Act 2011* and includes demolition work;

building work waste means all waste from building work that is capable of being windblown; and

demolition work has the same meaning as in the *Building Act 2011*.

- (2) A person must not allow, commence or continue any building work on premises unless, at all times while the building work is being undertaken –
 - (a) there is located on the premises, as close as practicable to the building work a building waste receptacle with adequate capacity or as otherwise approved by the local government, suitable for the collection and disposal of building work waste;
 - (b) building work waste is deposited and kept in the building waste receptacle; and
 - (c) the lid of the building waste receptacle is kept closed except when waste is being deposited in the building waste receptacle.
- (3) The owner or occupier of the premises shall ensure that within 2 days of completion of works on the site –

- (a) the site and the thoroughfare verge immediately adjacent to it is cleared of all refuse generated or originating from the building or development site; and
- (b) that all building waste receptacles are permanently removed from the site.

PART 4 - OPERATION OF WASTE FACILITIES

4.1 Operation of this Part

This Part applies to a person who enters a waste facility.

4.2 Hours of operation

The local government may from time to time determine the hours of operation of a waste facility.

4.3 Signs and directions

- (1) The local government or an authorised person may regulate the use of a waste facility –
 - (a) by means of a sign; or
 - (b) by giving a direction to a person within a waste facility.
- (2) A person within a waste facility must comply with a sign or direction under subclause (1).
- (3) The local government or an authorised person may direct a person who commits, or is reasonably suspected by the local government or the authorised person of having committed, an offence under this clause to leave the waste facility immediately.
- (4) A person must comply with a direction under subclause (3).

4.4 Fees and charges

- (1) Unless subclause (3) applies, a person must, on or before entering a waste facility or on demand by the local government or an authorised person, pay the fee or charge as assessed by an authorised person.
- (2) An authorised person may assess the fee or charge in respect of a particular load of waste at a rate that applies to any part of that load, even if that rate is higher than the rate that would apply to any other part of the load.
- (3) Subclause (1) does not apply –
 - (a) to a person who disposes of waste in accordance with the terms of –
 - (i) a credit arrangement with the local government; or
 - (ii) any other arrangement with the local government to pay the fee or charge at a different time or in a different manner; and
 - (b) to the deposit of waste owned by the local government, or in the possession of an employee on behalf of the local government.

4.5 Depositing waste

- (1) A person must not deposit waste at a waste facility other than –
 - (a) at a location determined by a sign and in accordance with the sign; and
 - (b) in accordance with the direction of an authorised person.
- (2) The local government may determine the classification of any waste that may be deposited at a waste facility.

4.6 Prohibited activities

- (1) Unless authorised by the local government, a person must not –
 - (a) remove any waste or any other thing from a waste facility;
 - (b) deposit at a waste facility that is a landfill site any waste that is toxic, poisonous or hazardous, or the depositing of which is regulated or prohibited by any written law;
 - (c) light a fire in a waste facility;
 - (d) remove, damage or otherwise interfere with any flora in a waste facility;
 - (e) remove, injure or otherwise interfere with any fauna in a waste facility; or
 - (f) damage, deface or destroy any building, equipment, plant or property within a waste facility.
- (2) A person must not act in an abusive or threatening manner towards any person using, or engaged in the management or operation of, a waste facility.

PART 5 - OBJECTIONS AND APPEALS

5.1 Objection and appeal rights

Division 1 of Part 9 of the *LG Act 1995* applies to a decision under this local law to grant, renew, vary or cancel –

- (a) an approval under clause 2.7(b);
- (b) an exemption under clause 2.8(2);
- (c) an authorisation under clause 2.9(b);
- (d) an approval under clause 2.10(1);
- (e) an authorisation under clause 3.2(1)(c);
- (f) an approval under clause 3.2(2); and
- (g) an approval under clause 3.3.

PART 6 - ENFORCEMENT

6.1 Offences and general penalty

- (1) A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law a person is prohibited from doing, commits an offence.
- (2) A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to a further penalty not exceeding \$500 in respect of each day or part of a day during which the offence has continued.

6.2 Other costs and expenses

- (1) A person who is convicted of an offence under this local law is to be liable, in addition to any penalty imposed under clause 6.1, to pay to the local government the costs and expenses incurred by the local government in taking remedial action such as –
 - (a) removing and lawfully disposing of toxic, hazardous or poisonous waste; or
 - (b) making good any damage caused to a waste facility.
- (2) The costs and expenses incurred by the local government are to be recoverable, as a debt due to the local government, in a court of competent civil jurisdiction.

6.3 Prescribed offences

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 9.16(1) of the *LG Act*.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 2.

6.4 Form of 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 *LG Act* is that of Form 1 in Schedule 1 of the *LG Regulations*.
- (2) The form of the infringement notice given under section 9.16 of the *LG Act* is that of Form 2 in Schedule 1 of the *LG Regulations*.
- (3) The form of the infringement withdrawal notice given under section 9.20 of the *LG Act* is that of Form 3 in Schedule 1 of the *LG Regulations*.

SCHEDULE 1 – MEANING OF 'NON-COLLECTABLE WASTE'

(Clause 1.5(1))

non-collectable waste means –

- (a) hot or burning material;
- (b) household hazardous waste, including paint, acids, alkalis, fire extinguishers, solvents, pesticides, oils, gas cylinders, batteries, chemicals and heavy metals;

- (c) any other hazardous material, such as radioactive waste;
- (d) any explosive material, such as flares or ammunition;
- (e) electrical and electronic equipment;
- (f) hospital, medical, veterinary, laboratory or pathological substances;
- (g) construction or demolition waste;
- (h) sewage;
- (i) 'controlled waste' for the purposes of the *Environmental Protection (Controlled Waste) Regulations 2004*;
- (j) any object that is greater in length, width, or breadth than the corresponding dimension of the receptacle or that will not allow the lid of the receptacle to be tightly closed;
- (k) waste that is or is likely to become offensive or a nuisance, or give off an offensive or noxious odour, or to attract flies or cause fly breeding unless it is first wrapped in non-absorbent or impervious material or placed in a sealed impervious and leak-proof container; and
- (l) any other waste determined by the local government to be non-collectable waste.

SCHEDULE 2 – PRESCRIBED OFFENCES
(Clause 6.3)

Item No.	Clause No.	Description	Modified Penalty (\$)
1	2.1(2)(a)	Failing to pay fee or charge	200
2	2.1(2)(b)	Failing to ensure lawful use of receptacle	200
3	2.2(1)	Depositing non-collectable waste in a receptacle	200
4	2.2(2)	Depositing waste in another receptacle without consent	200
5	2.3(1)	Exceeding weight capacity of a general waste receptacle	200
6	2.3(2) and (3)	Depositing unauthorised waste in a general waste receptacle	200
7	2.4(a)	Depositing unauthorised waste in a recycling waste receptacle	200
8	2.4(b) and (c)	Exceeding weight capacity of a recycling waste receptacle	200
9	2.5(a)	Depositing unauthorised waste in an organic waste receptacle	200
10	2.5(b) and (c)	Exceeding weight capacity of an organic waste receptacle	200
11	2.6(3)	Failing to comply with a direction concerning placement or removal of a receptacle	200
12	2.7(a)	Failing to keep a receptacle in the required location	200
13	2.7(b)	Failing to place a receptacle for collection in a lawful position	200
14	2.7(c)	Failing to provide an adequate number of receptacles	200
15	2.7(d)	Failing to notify of a lost, stolen, damaged or defective receptacle	50
16	2.9(a)	Damaging, destroying or interfering with a receptacle	200
17	2.9(b)	Removing a receptacle from premises without permission or authorisation	100

Item No.	Clause No.	Description	Modified Penalty (\$)
18	2.10(1)	Failing to comply with a term or condition of verge waste collection	200
19	2.10(2)	Removing waste from a verge waste collection for commercial purposes	200
20	2.10(3)	Disassembling or tampering with waste deposited for collection	200
21	3.1(a)	Failing to provide an adequate number of receptacles	200
22	3.1(b)	Failing to keep a receptacle in a good condition and repair	200
23	3.1(c)(i)	Failing to prevent fly breeding and vectors of disease in a receptacle	200
24	3.1(c)(ii)	Failing to prevent the emission of offensive or noxious odours from a receptacle	200
25	3.1(c)(iii)	Allowing a receptacle to cause a nuisance	200
26	3.1(d)	Failing to comply with a direction to clean, disinfect or deodorise receptacle	200
27	3.2(1)	Unauthorised removal of waste from premises	200
28	3.2(2)	Removing waste from a receptacle without approval	200
29	3.3	Depositing household, commercial or other waste into, or removing waste from, a receptacle provided for the use of the general public in a public place without approval	200
30	3.4(2)(a)	Failing to have a suitable receptacle for building work waste	200
31	3.4(2)(b)	Failing to keep building work waste in a building waste receptacle	200
32	3.4(3)(a)	Failure to clear from the building or development site or verge, all refuse generated or originating on the site	200
33	3.4(3)(b)	Failure to remove building or demolition refuse receptacle within 2 days	200
34	4.3(2)	Failing to comply with a sign or direction	200
35	4.3(4)	Failing to comply with a direction to leave	200
36	4.4(1)	Disposing waste without payment of fee or charge	100
37	4.5(1)	Depositing waste contrary to sign or direction	200
38	4.6(1)(a)	Removing waste without authority in a waste facility	200
39	4.6(1)(b)	Depositing toxic, poisonous or hazardous waste at a waste facility	500
40	4.6(1)(c)	Lighting a fire in a waste facility	500
41	4.6(1)(d)	Removing or interfering with any flora in a waste facility	500
42	4.6(1)(e)	Removing or interfering with any fauna without approval in a waste facility	500
43	4.6(1)(f)	Damaging, defacing or destroying any building, equipment, plant or property within a waste facility	500

Item No.	Clause No.	Description	Modified Penalty (\$)
44	4.6(2)	Acting in an abusive or threatening manner	500

Dated _____

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

Consented to –



MIKE ROWE, Chief Executive Officer
Department of Water and Environmental Regulation

Dated 18.10.19

8.05 pm – Shire President Ballard & Cr Wiese declared an interest in the following item and left the meeting.

8.05 pm – With the support of the remaining Elected Members, Cr Seale assumed the Chair in the absence of the Presiding Member.

10.1.5 FINAL ADOPTION - SHIRE OF NARROGIN LOCAL HERITAGE SURVEY 2019

File Reference	18.7.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Item 10.1.1, 24 July 2019 Resolution 0719.003
Date	18 November 2019
Author	Azhar Awang – Executive Manager Development and regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Shire of Narrogin Local Heritage Survey 2019 2. Schedule of Submissions

Summary

Council’s consideration is requested in regards to the adoption of the Shire of Narrogin Local Heritage Survey 2019 following the closure of public advertising.

Background

The matter was previously considered by Council at its meeting held on 24 July 2019. Council at that meeting resolved as follows:

“That Council, in accordance with Clause 8(1) of the Deemed Provisions for Local Planning Schemes (Schedule 2 of Planning and Development (Local Planning Schemes) Regulations 2015):

1. Approve the draft Shire of Narrogin Local Heritage Survey 2019 for the purpose of consultation, in accordance with Clause 8(3) of Schedule 2 of the above regulations for a period of 30 days.

2. Consider, all submissions received following the conclusion of the advertising submission period.”

The Draft Local Heritage Survey 2019 was advertised in the Narrogin Observer, the Shire’s Website, letters sent to the affected landowners and the Department Planning, Lands and Heritage. Two hard copies of the documents were also placed at the Shire’s Administration front counter and a copy was placed at the Library. The advertising period closed on 7 October 2019.

The draft Local Heritage Survey 2019 includes 190 listings (place records) of which 142 are located within the town site area and the remaining 48 sites are located outside of the town site area. In respect of the 190 listings, 17 sites are included in the State Register as Grade A categories.

The categories for the Heritage Listings are as follows:

Grade A - A place of exceptional cultural heritage significance to the Shire of Narrogin and the state of Western Australia, that is either in the Heritage Council of Western Australia's Register of Heritage Places, or worthy of consideration for entry into the Register. Subject to policies and the provisions of the Local Planning Scheme.

Grade B - A place of considerable cultural heritage significance to the Shire of Narrogin that is worthy of recognition and protection through provisions of the Shire of Narrogin's Local Planning Policy. Subject to policies and the provisions of the Local Planning Scheme.

The Review proposes the grouping of places to be recognised as a Heritage Protection Area's (HPA's). The two areas that have been identified are:

- Town Centre Precinct HPA which comprises the following:
 - The identified places in Egerton Street, Federal Street, with a group south of Federal Street to encompass the Railway Institute and Anglican Church,
 - Fortune Street, encompassing buildings within the Town Centre Precinct.
- Narrogin Railway HPA is identified as comprising many sites, and several places are individually listed on the State Register. Further research to identify the curtilage (State Heritage Office has a defined curtilage in their registration documentation), and the location of the sites to provide interpretation will be a positive outcome.

Grade C - A place (including a site with no built remains) of some cultural heritage significance to Shire of Narrogin. No constraints, although retention of built places is encouraged.

The Draft heritage listings included an additional 51 places to the list:

- Grade B category – 10 additional places
- Grade C category – 17 new listings
- Heritage Protection Area – 24 Places

At the conclusion of the advertising period, five (5) submission were received. A summary of the submissions is attached in the Scheduled of Submissions (Attachment 2).

Comment

Submissions

The submissions received were from private property owners (4) and from the Department of Housing.

The comments from the private property owners were mainly in relation to incorrect information or to include additional historical information. Three of the public submission were supportive of the Local Heritage Survey requiring modifications to the text and suggested changes to the classifications. All changes provided were accepted.

One of the submissions received from a property owner, objected to the inclusion of his property in the Local Heritage Survey, due to the ramifications that may arise. The property was not included in the previous Municipal Heritage Inventory. The recommendation is to downgrade the listing of the property from Grade B to a Grade C where it encourages to retain the building.

The Department of Housing previously owned some of the properties along the North East Precinct and has since on sold them to private owners. As the buildings have been registered as having social significance, which represents the social housing in the post-World War II period, the physical presence is not a significant determinant of the cultural value and therefore, it is recommended that the listing be removed.

Further research has also been undertaken regarding the Loco Sheds at 175 Federal Street, Narrogin. According to the Senior Heritage Officer from the Department of Planning, Lands and Heritage, the maps and land description that the Minister signed off in the 1990s all exclude the southern loco sheds and therefore maybe a database error caused by the confusion between the P4780 Loco Sheds and P4779 Railway Goods shed, which is part of the registered curtilage. The Department has since amended their database and downgraded the listing of the property to a Grade B.

Consultation

Pursuant to the Planning and Development (Local Planning Schemes) Regulations 2015:

- clause 8(1) of the Deemed Provisions in Schedule 2, it states that a local government must establish and maintain a heritage list to identify places within the Scheme area that are of cultural heritage significance and worthy of built heritage conservation.
- Clause 8(3), further states that a local government must not enter a place or remove a place from the heritage list or modify the entry of a place in a heritage list unless the local government:

“(a) notifies in writing each owner and occupier of the place and provides each of them with a description of the place and the reasons for the proposed entry; and

(b) invites each owner and occupier to make submissions on the proposal within 21 days of the day on which the notice is served or within a longer period specified in the notice; and

(c) carries out any other consultation the local government considers appropriate; and

(d) following any consultation and consideration of the submissions made on the proposal, resolves that the place be entered in the heritage list with or without modification, or that the place be removed from the heritage list.”

The Draft Local Heritage Survey has been advertised for a period of 30 days with all affected landowners notified of the proposed heritage listings.

Statutory Environment

- Former Town of Narrogin Town Planning Scheme No. 2 – clause 2.6
- Former Shire of Narrogin Town Planning Scheme No. 2 – Part V
- Planning and Development (Local Planning Schemes) Regulations 2015 – Schedule 2, clause 8.
- Heritage Act 2018
- Heritage Guidelines 2019

Policy Implications

There are no Council policies that relate, nor any that are proposed at this time.

Financial Implications

An allocation was included in the 2018/2019 Budget for the amount of \$20,000, of which \$18,678 including GST has been expended for the project, with no further costs budgeted for, nor expected in concluding, in the current Budget.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.2	Increased Tourism
Strategy:	1.2.1	Promote, develop tourism and maintain local attractions
Objective	2	Social Objective (To provide community facilities and promote social interaction)
Outcome	2.4	Cultural and heritage diversity is recognised
	2.4.1	Maintain and enhance heritage assets
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.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to the Shire of Narrogin Local Heritage Survey 2019, Council adopt the document subject to:

1. The following changes:
 - a. Amending the listing of Place No 4 (2-4 Doney Street) and No. 5 (6 Doney Street) to include minor corrections and additional historical information provided by the property owners under the Statement of Significance.
 - b. Amending the listing of Place No. 8 (19 Doney Street), from Grade B to Grade C and to include corrections to the year that the building was constructed. Listing amended on the basis that place was assessed on physical appearance only and although of significance to the Shire of Narrogin, arguably is less substantiated than a place with historical evidence.

- c. Amending the listing of Place No. 107 (Palmhaven – 9 Havelock Street) to record historic details of the construction date and noting that the building was never used as a guesthouse.
 - d. Amending the listing of Place No.136 (30 Williams Road), from Grade B to Grade C which implies that there is no constraint to the property owners and recognises its presence in the Williams Road Streetscape.
 - e. Supporting the removal of the listing of Place No 122 (North East Precinct – 41, 53, 91 Kipling Street, 6 Hillman Street, 67 and 77 Northwood Street), due to the fact that the cultural heritage value of the place lies predominantly in its inclusion in the specific government initiation of social housing in the post-World War Two period. It is of social historical significance, such that the physical presence is not a significant determinant of the cultural value.
 - f. Amending the listing of Place No.69 (175 Federal Street – Narrogin Railway Loco Sheds), from Grade A to Grade B as confirmed by the Department of Planning, Land and Heritage Services that the Loco Sheds does not make an appearance on their State Register and noting that they have amended their listing accordingly.
2. A copy of the endorsed Shire of Narrogin Local Heritage Survey 2019 to be forwarded to the Heritage Council of WA for their information and/or reference.
 3. A copy of the endorsed listings to be forwarded to each property owner advising of Council's decision.

COUNCIL RESOLUTION 1119.009

Moved: Cr Fisher Seconded: Cr Broad

That, with respect to the Shire of Narrogin Local Heritage Survey 2019, Council adopt the document subject to:

1. The following changes:
 - a. Amending the listing of Place No. 4 (2-4 Doney Street) and No. 5 (6 Doney Street) to include minor corrections and additional historical information provided by the property owners under the Statement of Significance.
 - b. Amending the listing of Place No. 8 (19 Doney Street), from Grade B to Grade C and to include corrections to the year that the building was constructed. Listing amended on the basis that place was assessed on physical appearance only and although of significance to the Shire of Narrogin, arguably is less substantiated than a place with historical evidence.

- c. Amending the listing of Place No. 107 (Palmhaven – 9 Havelock Street) to record historic details of the construction date and noting that the building was never used as a guesthouse.
 - d. Amending the listing of Place No. 136 (30 Williams Road), from Grade B to Grade C which implies that there is no constraint to the property owners and recognises its presence in the Williams Road Streetscape.
 - e. Supporting the removal of the listing of Place No. 122 (North East Precinct – 41, 53, 91 Kipling Street, 6 Hillman Street, 67 and 77 Northwood Street), due to the fact that the cultural heritage value of the place lies predominantly in its inclusion in the specific government initiation of social housing in the post-World War Two period. It is of social historical significance, such that the physical presence is not a significant determinant of the cultural value.
 - f. Amending the listing of Place No. 69 (175 Federal Street – Narrogin Railway Loco Sheds), from Grade A to Grade B as confirmed by the Department of Planning, Land and Heritage Services that the Loco Sheds does not make an appearance on their State Register and noting that they have amended their listing accordingly.
 - g. Amend site No. 133 to refer to '65 Fortune Street' as the property address and not '23 William Street'.
 - h. Amend site No's D35 and D36 to refer to 'Lakes' Road as the property address and not 'Lake' Road
 - i. Amend site No. D16 to refer to 'Noalimba' Road as the property address and not 'Warrens' Road.
 - j. Amend site No's D19, D20, D21 to refer to 'Wiese' Road as the property address and not 'Weise' Road.
2. A copy of the endorsed Shire of Narrogin Local Heritage Survey 2019 to be forwarded to the Heritage Council of WA for their information and/or reference.
 3. A copy of the endorsed listings to be forwarded to each property owner advising of Council's decision.

CARRIED 6/0

8:13 pm – Shire President Ballard and Cr Wiese returned to the meeting and Mr Ballard resumed the position of Presiding Person.

SHIRE OF NARROGIN

LOCAL HERITAGE SURVEY

A review of the Heritage Inventory's of the former Shire of Narrogin and Town of Narrogin prior to the 2016 amalgamation

FINAL 2019



HERITAGE INTELLIGENCE (WA)

Laura Gray JP M.ICOMOS B.Arch (hons)

NOVEMBER 2019

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

A review of the Inventory of Heritage Places is a requirement of the Heritage Act (1990) that has been superseded by the Heritage Act 2018 that has renamed the inventory as the “Local Heritage Survey”. This review will be in accordance with the Part 8 of the Heritage Act 2018 that is essentially the same guidelines as the 1990 Act requirements, including the identification of the “Heritage List”.

The review is an amalgamation of the former Town and Shire of Narrogin’s heritage inventories since those entities amalgamated in 2016 to become the Shire of Narrogin. This review assessed every place that had been previously listed or identified as being of heritage value, from both inventories, in consideration of the Department of Planning, Lands and Heritage’s guidelines; *Criteria for the assessment of local heritage places and areas* as recommended in *State Planning Policy 3.5 Historic Heritage Conservation*.

Any one or more of the four criteria for the assessment of heritage significance as summarised hereunder can be the basis for inclusion in the Local Heritage Survey:

Aesthetic value*

Criterion 1 It is significant in exhibiting particular aesthetic characteristic.

Historic value

Criterion 2 It is significant in the evolution or pattern of the history of the local district.

Research value

Criterion 3A: It has demonstrable potential to yield information that will contribute to an understanding of the natural or cultural history of the local district.

Criterion 3B: It is significant in demonstrating a high degree of technical innovation or achievement.

Social value

Criterion 4 It is significant through association with a community or cultural in Western Australia for social, cultural, education or spiritual reasons.

Degree of significance

Rarity

Criterion 5 It demonstrates rare, uncommon or endangered aspects of the cultural heritage of the local district.

Representativeness

Criterion 6 It is significant in demonstrating the characteristics of a class of cultural places or environments in the local district.

*

For consistency, all references to architectural style are taken from Apperly, R., Irving, R., Reynolds, P. *A Pictorial Guide to Identifying Australian Architecture. Styles and Terms from 1788 to the Present*, Angus and Robertson, North Ryde, 2002.

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

Condition refers to the current state of the place in relation to each of the values for which the place has been assessed. Condition reflects the cumulative effects of management and environmental effects.

Integrity is a measure of the likely long-term viability or sustainability of the values identified, or the ability of the place to restore itself or be restored, and the time frame for any restorative process.

Authenticity refers to the extent to which the fabric is in its original state.

Substantiation of the heritage value of heritage places is the foundation for understanding a place and inclusion in the Local Heritage Survey. Almost every place in the review has been photographed, no historical research has been undertaken beyond the existing documentation, the information has been interpreted and formatted to the relevant place records, physically described from the photograph, cross referenced with other places, and documented in a place record, with references to the Department of Planning, Lands and Heritage's inherit database number, and arranged in alphabetical order as the primary index. When there is no documentary evidence it falls to the actual fabric of the place to represent the significance of that place.

There are 188 listings (place records) in the Local Heritage Survey 2019. The 188 places comprises 141 in the town and 47 in the district (numbered separately with a D). Some listings (place records) comprise more than one place such as the Narrogin Railway Group, Narrogin Regional Hospital Group, and Mackie Park, to name a few. Of those 188 (place records) 19 places are State Registered Grade A (4 included in the Railway group) that form part of the Heritage List with Grade B places.

For each place deemed to be of heritage value, a level of significance and consequent grading is applied to determine the places that have a high level of significance for inclusion in the Shire of Narrogin's 2019 Heritage List that provides policies and the provisions of the Local Planning Scheme for future conservation.

The 2015 Inventory review undertaken by the Town of Narrogin determined that Grades A and B were relevant to the Town Planning Scheme (at that time), and Grade C had no implications. This review similarly recommends that Grades A and B places form the "Heritage List" that is relevant to the provisions of the Local Planning Policy.

The Heritage Protection Areas are equivalent to a Grade B. Contributory levels of each place within a Heritage Protection Area determines the degree of significance and consequent intervention, conservation and/or development, in consideration of the impact within the context of the precinct. Design Guidelines will provide guidance for both the Shire of Narrogin and the owners of places within the Heritage Protection Areas.

The listed places recommended for the 2019 Heritage List are comprised of Grades A and B; Grade C is not included in the Heritage List and consequently has no implications:

Grade A A place of exceptional cultural heritage significance to Shire of Narrogin and the state of Western Australia, that is either in the Heritage Council of Western Australia's Register

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

of Heritage Places, or worthy of consideration for entry into the Register. Subject to policies and the provisions of the Local Planning Scheme.

Grade B A place of considerable cultural heritage significance to Shire of Narrogin that is worthy of recognition and protection through provisions of the Shire of Narrogin's Local Planning Policy. Subject to policies and the provisions of the Local Planning Scheme.

A Town Centre Precinct is comprised of three street groups:

- Egerton Street Heritage Protection Area
No's 20-19: 10 places 5 of which are new listings;
- Federal Street Heritage Protection Area
No's 40-61: 22 places 10 of which are new listings; and,
- Fortune Street Heritage Protection Area
No's 71-86: 16 places 9 of which are new listings.

It is anticipated that of the three Heritage Protection Areas would have specific development guidelines under an overarching Policy for the Town Centre Precinct.

- Narrogin Railway Heritage Protection Area is identified as comprising many sites, and several places are individually listed on the State Register. Further research to identify the curtilage (State Heritage Office has a defined curtilage in their registration documentation), and the location of the sites to provide interpretation will be a positive outcome.

Within each of the Heritage Protection Area (HPA), levels of contribution to the heritage area have been recommended. Some places make little or no contribution. Places not mentioned within those areas are deemed to be of no significance or intrusive. The Policy's intent will be to ensure that that any development of those places of little or no significance would respect the higher level contributory places and the overall context of the HPA.

Grade C A place (including a site with no built remains) of some cultural heritage significance to Shire of Narrogin. No constraints, although retention of built places is encouraged.

Ascertaining Gradings is difficult where places have not been located or there is not any available documentary evidence. In such instances, including identifying residential homes that have not been "listed" previously, and for many district places that have not been located, a Grade C has been the default position.

Community consultation will be invaluable in providing local input to places and their histories to further build on the Local Heritage Survey and to engage and empower the community in recognition of their heritage.

Listings in *Italics* are the 54 nominated places that have not previously been identified for heritage consideration. It includes places in the Heritage Areas that likely would not be listed individually if not in a Heritage Area.

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

- Grade B Individual town additions: 7 places;
- Heritage Protection Areas: 24 places; and,
- Grade C places in town: 23 including 18 new residential listings.

No additional places have been identified in the district.

Hereunder is the Local Heritage Survey list of places and relevant Grade.

Ref No	Place name	Address	Grade
1	SITE 1 st Aerodrome/Golf Course	Bannister Road	C
2	SITE Carabin	Clayton Road	C
3	WESLEY Uniting Church & Hall	1-3 Doney Street	B
4	Coffee Palace (fmr)	2-4 Doney Street	B
5	<i>Residence</i>	<i>6 Doney Street</i>	C
6	Cornwall Hotel	12 Doney Street	B
7	<i>Conference Hall</i>	<i>Doney Street (opposite Garfield Street)</i>	C
8	<i>Shop (fmr) and residence</i>	<i>19 Doney Street (nw cnr Garfield Street)</i>	C
9	SITE Empire Hall	Doney Street	C
10	SITE Chinese laundry	Doney Street	C
11	<i>Residence</i>	<i>36 Doney Street</i>	C
12	Golf Clubhouse (fmr)	Earl Street	C
13	SITE Pottery works	Earl Street	C
14	SITE Moss Park	Earl Street (cnr Park St)	C
15	SITE Wayside Inn	Earl Street	C
16	Police Station & courthouse complex	82 Earl Street	C
17	Shire of Narrogin Office & Council	89 Earl Street	C
18	St Mathews Catholic Church	91 Earl Street	B
19	SITE Presbyterian Church	Earl Street (nw cnr Fathom Street)	C
<u>Egerton Street Heritage Area (HPA)</u>			
20	<i>Shop (residence fmr)</i>	<i>13 Egerton Street</i>	B HPA
21	<i>2 Shops</i>	<i>17 Egerton Street</i>	B HPA
22	Bushalla's House (fmr) & shops	20 Egerton Street	B HPA
23	West Australian Bank (fmr)	21 Egerton Street	B HPA
24	SITE Amusu (Bushalla's)	22 Egerton Street	B HPA
25	<i>Shop</i>	<i>23 Egerton Street</i>	B HPA
26	<i>6 shops (1904)</i>	<i>28-32 Egerton Street</i>	B HPA
27	School Master House (fmr)	27 Egerton Street	B HPA

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

28	Soldiers Memorial Institute	29 Egerton Street	B HPA
29	<i>Ambulance Hall (fmr)</i>	31 Egerton Street	C HPA
30	Narrogin School (fmr)	33-37 Egerton (southwest cnr Earl Street)	A
31	Narrogin Railway Group	Fairway Street	A/B
	Railway Station		A
	Railway footbridge		A
	Goods shed & loading platform		A
	Pine Trees Fairway Street		
	SITE Original station (1888)		
	SITE Signal Cabin		A
	SITE Island platform (removed 1961)		
	SITE 1,000 gallon tank		
	SITE 25,000 gallon tank & stand		
	SITE Shell Depot		
	SITE Vacuum Oil Depot		
	SITE Sale Yards loading platform		
	SITE Original Railway Institute. Fairway Street		
	SITE Reservoir on the creek holding 7 million gallons. Herald Street		
	SITE Train Men's Barracks. cnr Francis & Herald streets		
32	SITE Gt Southern Roller Mill	Fairway Street	C
33	SITE Unemployed Mens Camp	Fairway Street	C
34	Residence (2 nd Vailima)	15 Falcon Street (southwest cnr Earl Street)	B
35	Methodist Manse (fmr)	49 Falcon Street	B
36	<i>Residences</i>	<i>57 Falcon Street (representing 53, 55, 57)</i>	C
37	SITE School house ^{1st}	26 Federal Street	C
38	<i>Mill factory</i>	<i>29 Federal Street</i>	C
39	SITE Town well	37 Federal Street	C
<u>Federal Street Heritage Area (HPA)</u>			
40	Road Board Building (fmr)	43-47 Federal Street (east side)	B HPA
41	<i>2 shops</i>	<i>49-51 Federal Street (east side)</i>	B HPA
42	Horden Hotel	53-73 Federal Street (east side)	B HPA
43	Mackie Park & Memorial Clock, Ladies Rest Centre (fmr)	75 Federal Street	B HPA
44	<i>SITE National Hall</i>	<i>sw cnr Federal/Smith Sts (west side)</i>	B HPA
45	Duke of York Hotel	34 Federal Street (west side)	B HPA
46	Mardoc Building	38-48 Federal (west side)	A/B HPA
47	<i>Parry's (fmr)</i>	<i>50-54 Federal Street (west side)</i>	B HPA
48	<i>1 shop</i>	<i>56-58 Federal Street (west side)</i>	B HPA
49	<i>3 shops (fmr)</i>	<i>60-64 Federal Street (west side)</i>	B HPA

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

50	4 shops	66-70 Federal Street (west side)	B HPA
51	Canberra Bakery (fmr)	72 Federal Street (west side)	B HPA
52	2 shops	74 Federal Street (west side)	B HPA
53	SITE Agricultural Hall	78 Federal Street (west side)	B HPA
54	Narrogin Town Hall	80 Federal Street (west side)	A/B HPA
55	Narrogin Lesser Hall (4 shops)	82 Federal Street (west side)	A/B HPA
56	Manning's Store (fmr) & palm trees	83 Federal St (cnr Fortune; rear Fairway)	B HPA
57	2 story shops	88 Federal Street (west side)	B HPA
58	4 shops	100 Federal Street (west side)	B HPA
59	Union Bank and residence (fmr)	104 Federal Street (nw cnr Park Street)	B HPA
60	Railway Institute (1959)	105 Federal Street (se cnr Park Street)	B HPA
61	Anglican Church	106 Federal Street (sw cnr Park Street)	B HPA
62	Residence	110 Federal Street	C
63	Narrogin Club (fmr)	112 Federal Street	C
64	Infant Health Clinic (fmr)	113 Federal Street	C
65	Residence	114 Federal Street	C
66	Residence	156 Federal Street	C
67	Narrogin Co-op Butter Factory: Manager's (fmr)	172 Federal Street	A
68	Narrogin Co-op Butter Factory (fmr)	174 Federal Street	A
69	Railway Loco Sheds	175 Federal Street	B
70	Municipal Power House (fmr)	Forrest Street (northeast cnr Fairway Street)	B

Fortune Street Heritage Area (HPA)

71	AMP (fmr)	1 Fortune Street (sw cnr Fairway Street)	B HPA
72	Shop	8 Fortune (ne cnr Rowley Street)	B HPA
73	Shop	17 Fortune Street	B HPA
74	2 shops /2 storey	19 Fortune Street	B HPA
75	Narrogin Trunk Line Equipment building (TLE)	20 Fortune Street	B HPA
76	Narrogin Observer building	21 Fortune Street	B HPA
77	Narrogin Post Office	22 Fortune Street	A/B HPA
78	Shop (2 storey)	23 Fortune Street	B HPA
79	National Bank	25 Fortune Street	A/B HPA
80	Shop	26 Fortune Street	B HPA
81	2 shops	28 Fortune Street	B HPA
82	Commonwealth Bank	29 Fortune Street	A/B HPA
83	Baptist Church (fmr)	31 Fortune Street	B HPA

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

84	Narrogin Trading Co (fmr)	32 Fortune Street	B HPA
85	<i>2 shops</i>	<i>40 Fortune Street</i>	B HPA
86	<i>Garage/showroom</i>	<i>48 Fortune Street (cnr Earl Street)</i>	B HPA
87	Masonic Lodge	41 Fortune Street	B
88	Narrogin Club	45 Fortune Street	B
89	Convent (fmr)	59 Fortune Street	B
90	SITE St Georges Baths	Fox Street (cnr Gordon Street)	C
91	<i>7th Day Advent Church</i>	<i>Furnival Street</i>	C
92	<i>Scout Hall</i>	<i>Furnival Street</i>	C
93	<i>Residence</i>	<i>16 Furnival Street (nw cnr Earl Street)</i>	C
94	<i>Residence</i>	<i>27 Furnival Street (se cnr Earl Street)</i>	C
95	<i>Residence</i>	<i>53 Furnival Street (se cnr Floreat Street)</i>	C
96	SITE Observer Print Office	Glyde Street	C
97	SITE Doll factory	18 Glyde Street	C
98	4 Aboriginal Transitional houses	1552 Granite Street	C
99	SITE no. 25 Inland Aviation Fuel	Granite Road	C
100	Narrogin High School & Hostel	Gray Street	C
101	<i>Sheds</i>	<i>Gregory Street</i>	C
102	SITE Dodd's 1 st house	Great Southern Highway	C
103	Railway House (District Traffic Superintendant's)	2 Hale Street	A
104	Railway House (District Locomotive Superintendant's)	4 Hale Street	A
105	Railway House (District Engineer's)	6 Hale Street	A
106	Royal Hostel (fmr)	2 Hansard Street	B
107	Residence (Palmhaven)	9 Havelock Street	B
108	Residence (Wahroinga)	13 Havelock Street	B
109	Residence (Mrs Yeats)	14 Havelock Street	B
110	Residence (Ennis)	17 Havelock Street	B
111	Residence (1 st Vailima Hospital)	18 Havelock Street	B
112	Residence Fleay	31 Havelock Street	B
113	Residence (World War One war service home)	24 Homer Street	B
114	<i>Residence</i>	<i>25 Homer Street</i>	<i>B</i>
115	<i>Residence</i>	<i>27 Homer Street</i>	<i>B</i>
116	Residence (Carinya)	28 Homer Street	B
117	<i>Residence</i>	<i>29 Homer Street</i>	<i>B</i>
118	<i>Residence</i>	<i>36 Homer Street</i>	<i>B</i>

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

119	SITE Dr Mackies house	26 Johnston Street	C
120	<i>Church (Latter Day Saints)</i>	<i>66 Kipling Street</i>	C
121	SITE Newton House Gnarojin Park	Kipling Street	C
122	Lutheran Church	33 Lock Street	C
123	MRD Migrant Camp (fmr)	Mokine Road	A
124	Railway Dam	Mokine Road	C
125	<i>House (rectory)</i>	<i>9 Park Street (behind Anglican Church)</i>	C
126	<i>CWA Hall</i>	<i>12 Park Street</i>	B
127	Forestry Cottage 724	5 Wald Street	C
128	War Memorial Park & Pavillion	Williams Road (and Fortune Street)	A
129	Residence (Nurse Ness' Hospital)	6 Williams Road	B
130	<i>Residence</i>	<i>8 Williams Road</i>	B
131	<i>Residence (Roseneath)</i>	<i>14 Williams Road</i>	B
132	Residence *Dr Jacobs	20 Williams Road (cnr Glyde Street)	B
133	Residence (Lavater's)	23 Williams Road (cnr 65 Fortune Street)	B
134	Residence	28 Williams Road	B
135	<i>Residence</i>	<i>30 Williams Road</i>	C
136	<i>Residence</i>	<i>38 Williams Road (cnr Darglish Road)</i>	B
137	Narrogin Primary School	Williams Road (cnr Johnston Street)	C
138	Narrogin Regional Hospital Group	Williams Road	A
139	SITE Old Chinaman's Garden	Williams Road	C
140	Town reservoir	Williams Road	C
141	SITE Experimental Farm	Williams Road	C

District Places

BOUDAIN

D1	SITE Boudain School	Yilliminning Road	C
D2	SITE Narrogin East Airfield	Yilliminning Road	C

GEERAYLING

D3	Carnegie House	Williams Road	C
D4	SITE Geerlalying School	Manaring Road	C

HIGHBURY

D5	Highbury Hotel	Great Southern Highway	B
D6	Highbury General Store (2 nd)	Great Southern Highway	C
D7	SITE Highbury Sports Ground (2 nd)	Great Southern Highway	C
D8	Trecane House	Great Southern Highway	C

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

D9	SITE Highbury General Store (1st)	Great Southern Highway	C
D10	Highbury Hall	Burley & Wilson Street	B
D11	SITE Highbury School, Wolwolling School	Wilson Street	C
D12	SITE Highbury Sports Ground (orig)	Highbury East Road	C
D13	Browns House ruins	569 Morcombe Road	C
D14	Burley's Cottage ruin	Narrakine South Road	C
D15	SITE Forestry Caretaker's House	Forestry West Road	C
D16	Noalimba House	Warrens Road	C
D17	SITE Newmans sheep washpool	Narrakinie Gully Warrens Road	C
D18	SITE Mokine Spring Taylor's Soak	Chomley Road	C
D19	SITE Wolwolling House (original)	390 Weise Road	C
D20	Wolwolling House (stone)	414 Weise Road	C
D21	SITE Wolwolling Pool	Weise Road	C
HIGHBURY EAST			
D22	SITE Cootarring School/Jaloran School	Whinbin Rock Road	C
D23	SITE Gidding's Camp Oven	Whinbin Rock Road	C
D24	Sims grain silos	Rushy Pool Road	C
HIGHBURY WEST			
D25	SITE John Warrens house	Highbury West Road	C
D26	Warrens Flat Rock Sheep dip	Highbury West Road	C
D27	Hurst's Sheep dip	Highbury West Road	C
MINIGIN			
D28	Rosedale House	906 Rosedale Road	C
D29	Minigin House	1971 Clayton Road	C
D30	Narrogin West Airfield	Clayton Road	C
D31	SITE Minigin Airfield	Clayton Road	C
D32	SITE Minigin School	Clayton Road	C
NARROGIN VALLEY			
D33	Hotham River Bridge 0394	Wickepin Road	C
NEBRIKINNING			
D34	SITE Nebrikinning School	Nebrikinning Road	C
NOMAN'S LAKE			
D35	Nomans Lake Hall	Lake Road (east of Wagin Wickepin Road)	C
D36	SITE Noman's Lake School	Lake Road	C
OCKLEY			
D37	SITE Wardering Lutheran Church & School	Lange Road	C
RUSHY POOL			

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

D38	SITE Rushy Pool Hall & School	Narrogin Valley Road	C
D39	SITE Muribin Pool stockyards & Oxley survey	Carmody Road	C

WAINERING

D40	SITE Wainering School	Wickepin Road	C
D41	SITE Maylands House	Wickepin Road	C

YILLIMINNING

D42	Balaling House	776 Yilliminning Road	C
D43	Cranstoun House	Yilliminning Road	C
D44	SITE original Race track	Yilliminning Road	C
D45	SITE Yilliminning South School & Yilliminning Rock School	Yilliminning Road	C
D46	SITE Yilliminning Hall	Lange Road	C
D47	SITE Yilliminning School	Taylor Road	C

HERITAGE LIST:

Grades A & B places and Heritage Protection Areas (HPAs)

An important part of the recognition and understanding of cultural heritage significance of a place, is that some guidance is provided to the owners, managers and statutory authority, to respond to that assessed significance.

Grades have been determined relevant to the assessed level of significance for each place. Implications for each recommendation are also summarised. The Heritage List is subject to the provisions of the Local Planning Policy.

Within the Heritage List groups of places have been identified to be recognised as Heritage Protection Area with guidelines developed specific to those areas.

The following Heritage Protection Areas are:

Town Centre Precinct comprising the identified places in Heritage Protection Areas (HPAs) separately identified in Egerton Street, Federal Street (with a group south of Federal Street to encompass the Railway Institute and Anglican Church, both on the southern corners of the Park Street intersection), and Fortune Street, encompassing those within overarching Town Centre Precinct would allow for some "heritage" control over development in Harris Street and Rowley Street.

Narrogin Railway Heritage (HPA) Protection Area is identified as comprising many sites, and several places are individually listed on the State Register. Further research to identify the curtilage (Heritage Council has a defined curtilage in their Registration documentation), and the location of the sites to provide interpretation will be a positive outcome.

Groups and single residential places have also been identified as being of significance (some of lesser significance in Grade C list). It would be foresighted to develop special recognition for those places and the discrete identified areas, not particularly included on the heritage list with Local Planning Scheme

Shire of Narrogin
LOCAL HERITAGE SURVEY 2019

provisions, but rather a special recognition to applaud the owners without putting restrictions on them, although assessing any developments to those properties would be preferred.

The Heritage List is comprised of:

- Grade A** A place of exceptional cultural heritage significance to Shire of Narrogin and the state of Western Australia, that is either in the Heritage Council of Western Australia's Register of Heritage Places (R) or worthy of consideration for entry into the Register.
- A place worthy of recognition and protection through provisions of the Shire of Narrogin's Local Planning Scheme.
- Planning application needs to be submitted to Shire of Narrogin for any proposed development. A Heritage Impact Statement may be required.
- Planning application referred for heritage comment and background information for HCWA.
- The development application needs to be submitted to Heritage Council (HCWA) for support for any proposed development, and Shire of Narrogin cannot approve contrary to HCWA recommendation.
- Recommend: Maximum encouragement to owners to retain and conserve the place. Full consultation with property owner prior to listing.
- Grade B** A place of considerable cultural heritage significance to Shire of Narrogin that is worthy of recognition and protection through provisions of the Shire of Narrogin's Local Planning Scheme.
- Planning application needs to be submitted to Shire of Narrogin for any proposed development.
- Planning application referred for heritage comment.
- Recommend: Retain and conserve the place.
 Document the place prior to any development; and, photographic archive report if retention is not possible.
- Residential Grade B (*proposed*)**
- A residential place of considerable cultural heritage significance to Shire of Narrogin that is worthy of recognition BUT NOT NECESSARILY by means of the provisions of the Shire of Narrogin's Local Planning Scheme.
- Planning application needs to be submitted to Shire of Narrogin for any proposed development.
- Planning application referred for heritage comment.
- Recommend: Retain and conserve the place.
 Document the place prior to any development; and, photographic archive report if retention is not possible.

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

HERITAGE LIST

Ref No	Place name	Address	
3	WESLEY Uniting Church & Hall	1-3 Doney Street	B
4	Coffee Palace (fmr)	2-4 Doney Street	B
6	Cornwall Hotel	12 Doney Street	B
18	St Mathews Catholic Church	91 Earl Street	B

Egerton Street Heritage Area (HPA)			Level of Contribution to HPA
20	Shop	13 Egerton Street	Little/moderate
21	Shop	17 Egerton Street	Little
22	Bushalla's House (fmr) & shop	20 Egerton Street	Considerable
23	West Australian Bank (fmr)	21 Egerton Street	Moderate/considerable
24	SITE Amusu (Bushalla's)	22 Egerton Street	Site: none
25	Shop	23 Egerton Street	Little
26	6 shops (1904)	28-32 Egerton Street	Little/moderate
27	School Master House (fmr)	27 Egerton Street	Moderate/considerable
28	Soldiers Memorial Institute	29 Egerton Street	Moderate/considerable
29	Ambulance Hall (fmr)	31 Egerton Street	Moderate

30	Narrogin School (fmr)	33-37 Egerton (southwest cnr Earl Street)	A
31	Narrogin Railway Group	Fairway Street	A (4)
34	Residence (2 nd Vailima)	15 Falcon Street	B
35	Methodist Manse (fmr)	49 Falcon Street	B

Federal Street Heritage Area (HPA)			Level of Contribution to HPA
40	Road Board Building (fmr)	43-47 Federal Street (E)	Moderate/considerable
41	2 shops	49-51 Federal Street (E)	Little/moderate
42	Horden Hotel	53-73 Federal Street (E)	Considerable
43	Mackie Park, Memorial Clock, Ladies Rest Centre	75 Federal St	Moderate
44	SITE National Hall	sw cnr Federal (W)	Site: none
45	Duke of York Hotel	34 Federal Street (W)	Moderate
46	Mardoc Building	38-48 Federal (W)	A Considerable/exceptional
47	Parry's (fmr)	50-54 Federal Street (W)	Moderate
48	1 shop	56-58 Federal Street (W)	Moderate
49	3 shops	60-64 Federal Street (W)	Little
50	4 shops	66-70 Federal Street (W)	Moderate
51	Canberra Bakery (fmr)	72 Federal Street (W)	Moderate/considerable
52	2 shops	74 Federal Street (W)	Little
53	SITE Agricultural Hall	78 Federal Street (W)	Site: none
54	Narrogin Town Hall	80 Federal Street (W)	A Exceptional

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

55	Narrogin Lesser Hall (4 shops)	82 Federal Street (W)	A Moderate/considerable
56	Manning's Store (fmr) & palm trees	83 Federal St (cnr Fortune)	Considerable
57	2 storey shops	88 Federal Street (W)	Moderate
58	4 shops	100 Federal Street (W)	Little/Moderate
59	Union Bank (fmr)	104 Federal Street (nw cnr)	Considerable
60	Railway Institute (1959)	105 Federal Street (se cnr)	Moderate/considerable
61	Anglican Church	106 Federal Street (sw cnr)	Moderate/considerable

67	Butter factory Manager's (fmr)	172 Federal Street	A
68	Butter factory (fmr)	174 Federal Street	A
69	Railway Loco Sheds	175 Federal Street	B
70	Municipal Power House (fmr)	Forrest Street	B

Fortune Street Heritage Area (HPA)		Level of Contribution to HPA	
71	AMP (fmr)	1 Fortune Street (Fairway)	Considerable/exceptional
72	Shop	8 Fortune cnr Rowley St)	Little
73	Shop	17 Fortune Street	Moderate
74	2 shops /2 storey	19 Fortune Street	Little
75	TLE	20 Fortune Street	Little/no
76	Observer Building	21 Fortune Street	Moderate/considerable
77	Post Office	22 Fortune Street	A Considerable
78	Shop (2 storey)	23 Fortune Street	Little/no
79	National Bank	25 Fortune Street	A Considerable
80	Shop	26 Fortune Street	Moderate/considerable
81	2 shops	28 Fortune Street	Little/Moderate
82	Commonwealth Bank	29 Fortune Street	A Considerable/exceptional
83	Baptist Church (fmr)	31 Fortune Street	Considerable
84	Narrogin Trading Co (fmr)	32 Fortune Street	Considerable
85	2 shops	40 Fortune Street	Little/Moderate
86	Garage/showroom	48 Fortune Street (cnr Earl)	Little/Moderate

87	Masonic Lodge	41 Fortune Street	B
88	Narrogin Club	45 Fortune Street	B
89	Convent (fmr)	59 Fortune Street	B
103	Railway House	2 Hale Street	A
104	Railway House	4 Hale Street	A
105	Railway House	6 Hale Street	A
106	Royal Hostel (fmr)	2 Hansard Street	B
107	Residence (Palmhaven)	9 Havelock Street	B

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

108	Residence (Wahroinga)	13 Havelock Street	B
109	Residence (Mrs Yeats)	14 Havelock Street	B
110	Residence (Ennis)	17 Havelock Street	B
111	Residence (1 st Vailima Hospital)	18 Havelock Street	B
112	Residence Fleay	31 Havelock Street	B
113	Residence	24 Homer Street	B
114	Residence	25 Homer Street	B
115	Residence	27 Homer Street	B
116	Residence (Carinya)	28 Homer Street	B
117	Residence	29 Homer Street	B
118	Residence	36 Homer Street	B
123	MRD Migrant Camp (fmr)	Mokine Road	A
126	CWA Hall	12 Park Street	B
128	War Memorial Park & Pavillion	Williams Road	A
129	Residence (Nurse Ness's Hospital)	6 Williams Road	B
130	Residence	8 Williams Road	B
131	Residence (Roseneath)	14 Williams Road	B
132	Residence *Dr Jacobs (cnr Glyde)	20 Williams Road	B
133	Residence (Lavater's)	23 Williams Road (cnr 65 Fortune Street)	B
134	Residence	28 Williams Road	B
136	Residence	38 Williams Road	B
138	Narrogin Regional Hospital GROUP	Williams Road	A

District Places

HIGHBURY

D5	Highbury Hotel	Great Southern Highway
D10	Highbury Hall	Burley & Wilson Street

Shire of Narrogin
LOCAL HERITAGE SURVEY 2019

GRADE C PLACES AND SITES

1	SITE 1 st Aerodrome/Golf Course	Bannister Road
2	SITE Carabin	Clayton Road
5	Residence	6 Doney Street
7	Conference Hall	Doney Street (opposite Garfield Street)
8	Shop and residence	19 Doney Street (nw cnr Garfield Street)
9	SITE Empire Hall	Doney Street
10	SITE Chinese laundry	Doney Street
11	Residence	36 Doney Street
12	Golf Club	Earl Street
13	SITE Pottery works	Earl Street
14	SITE Moss Park	Earl Street
15	SITE Wayside Inn	Earl Street
16	Police Station& courthouse complex	82 Earl Street
17	Shire of Narrogin Office & Council	89 Earl Street
19	SITE Presbyterian Church	Earl Street (nw cnr Fathom Street)
32	SITE Gt Southern Roller Mill	Fairway Street
33	SITE Unemployed Mens Camp	Fairway Street
36	Residences	57 Falcon Street (representing 53, 55, 57)
37	SITE School house 1 st	26 Federal Street
38	Mill factory	29 Federal Street
39	SITE Town well	37 Federal Street
62	Residence	110 Federal Street
63	Narrogin Club (fmr)	112 Federal Street
64	Infant Health Clinic	113 Federal Street
65	Residence	114 Federal Street
66	Residence	156 Federal Street
90	SITE St Georges Baths	Fox Street
91	7 th Day Advent Church	Furnival Street
92	Scout Hall	Furnival Street
93	Residence	16 Furnival Street (nw cnr Earl)
94	Residence	27 Furnival Street (se cnr Earl Street)
95	House	53 Furnival Street (se cnr Floreat Street)
96	SITE Observer Print Office	Glyde Street
97	SITE Doll factory	18 Glyde Street

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

98	4 Aboriginal Transitional houses	1552 Granite Street
99	SITE no. 25 Inland Aviation Fuel	Granite Road
100	Narrogin High School & Hostel	Gray Street
101	Sheds	Gregory Street
102	SITE Dodd's 1 st house	Gt Southern H'way
119	SITE Dr Mackies house	26 Johnston Street
120	Church (Latter Day Saints)	66 Kipling Street
121	SITE Newton House Gnarojin Park	Kipling Street
122	Lutheran Church	33 Lock Street
124	Railway Dam	Mokine Road
125	House (rectory)	9 Park Street (behind Anglican Church)
127	Forestry Cottage 724	5 Wald Street
135	Residence	30 Williams Road
137	Narrogin Primary School	Williams Road
129	SITE Old Chinaman's Garden	Williams Road
140	Town reservoir	Williams Road
141	SITE Experimental Farm	Williams Road

District Places

BOUDAIN

D1	SITE Boudain School	Yilliminning Road
D2	SITE Narrogin East Airfield	Yilliminning Road

GEERAYLING

D3	Carnegie House	Williams Road
D4	SITE Geerlalying School	Manaring Road

HIGHBURY

D6	Highbury General Store (2 nd)	Great Southern Highway
D7	SITE Highbury Sports Ground (2 nd)	Great Southern Highway
D8	Trecane House	Great Southern Highway
D9	SITE Highbury General Store (1st)	Great Southern Highway
D11	SITE Highbury School, Wolwolling School	Wilson Street
D12	SITE Highbury Sports Ground (orig)	Highbury East Road
D13	Browns House ruins	569 Morcombe Road
D14	Burley's Cottage ruin	Narrakine South Road
D15	SITE Forestry House	Forestry West Road
D16	Noalimba House	Warrens Road

Shire of Narrogin

LOCAL HERITAGE SURVEY 2019

D17	SITE Newmans sheep washpool Road	Narrakinie Gully Warrens
D18	SITE Mokine Spring Taylor's Soak	Chomley Road
D19	SITE Wolwolling House (original)	390 Weise Road
D20	Wolwolling House (stone)	414 Weise Road
D21	SITE Wolwolling Pool	Weise Road

HIGHBURY EAST

D22	SITE Cootarring School/Jaloran School	Whinbin Rock Road
D23	SITE Gidding's Camp Oven	Whinbin Rock Road
D24	Sims grain silos	Rushy Pool Road

HIGHBURY WEST

D25	John Warrens house dip	Highbury West Road
D26	Warrens Flat Rock Sheep dip	Highbury West Road
D27	Hurst's Sheep dip	Highbury West Road

MINIGIN

D28	Rosedale House	906 Rosedale Road
D29	Minigin House	1971 Clayton Road
D30	Narrogin West Airfield	Clayton Road
D31	SITE Minigin Airfield	Clayton Road
D32	SITE Minigin School	Clayton Road

NARROGIN VALLEY

D33	Hotham River Bridge 0394	Wickepin Road
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NEBRIKINNING

D34	SITE Nebrikinning School	Nebrikinning Road
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NOMAN'S LAKE

D35	Nomans Lake Hall	Lake Road
D36	SITE Noman's Lake School	Lake Road

OCKLEY

D37	SITE Wardering Lutheran Church & School	Lange Road
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RUSHY POOL

D38	SITE Rushy Pool Hall & School	Narrogin Valley Road
D39	SITE Muribin Pool stockyards & Oxley survey	Carmody Road

WAINERING

D40	SITE Wainering School	Wickepin Road
D41	SITE Maylands House	Wickepin Road

Shire of Narrogin
LOCAL HERITAGE SURVEY 2019

YILLIMINNING

D42	Balaling House	776 Yilliminning Road
D43	Cranstoun House	Yilliminning Road
D44	SITE original Race track	Yilliminning Road
D45	SITE Yilliminning South School & Yilliminning Rock School	Yilliminning Road
D46	SITE Yilliminning Hall	Lange Road
D47	SITE Yilliminning School	Taylor Road

The 2019 Local Heritage Survey is review of the former Town of Narrogin's heritage inventory of town places, and the former Shire of Narrogin's heritage inventory of district places. The amalgamation of the heritage records in response to the 2016 formation of the current Shire of Narrogin.

The 2019 Local Heritage Survey reiterates the considerable significance of the rich heritage and history of Narrogin's town and districts, and will provide strategic guidance to conserve those places of assessed as having a high level of cultural significance.

Shire of Narrogin
LOCAL HERITAGE SURVEY 2019

PLACE RECORDS

Town places numbered 1-141 (includes places in the Heritage Protection Areas)

District places numbered D1-D47

The place records are presented as numbered in order with town places in street alphabetical order and then district places in alphabetical order of the districts.

There are some gaps that can hopefully be filled with the community consultation and active interest and input, and, a guide to be able to identify the places that were not able to be located, particularly in the district, despite two days of driving.

CONSULTANT: RESPONSE to SUBMISSIONS
Shire of Narrogin: Draft Local Heritage Survey, Heritage List & Heritage Areas

Place No.	Address	Submitter	Summary of Submission	Consultant's Comment
4 5	2-4 Doney Street 6 Doney Street	HR & BM Duddington	WRITTEN SUBMISSION 7/10/2019	NO CHANGE TO PROPOSED LISTING Owners support the listing. The owners provided considerable historical information and corrections. Appreciated. Place records amended accordingly
8	19 Doney Street	David McFall	WRITTEN SUBMISSION email 5/10/2019 Owner supports being included in the survey, but not the Heritage List. The owner provided some historical information that indicates part of the building is 1970s.	AMEND LISTING from GRADE B to GRADE C Owner supports inclusion in the Heritage Survey but NOT in the Heritage List (Grade B). The owner provided some historical information and corrections. Listing amended on the basis that place was assessed on physical appearance only and although of significance to the Shire of Narrogin, arguably is less substantiated than a place with historical evidence. Place record amended accordingly
107	Palmhaven 9 Havelock Street	Shire after meeting owner	WRITTEN SUBMISSION Marked up copy of place record	NO CHANGE TO PROPOSED LISTING Advised that historic details were incorrect, and provided more information. Place record amended accordingly
136	30 Williams Road	Eddie Simkins	WRITTEN SUBMISSION email 6/10/2019 OBJECTION The owners raised concerns regarding "ramifications that may arise". The owners also expresses concerns regarding their private ownership. It is not clear whether the objection is to the Heritage List and/or being in the Heritage Survey.	AMEND LISTING from GRADE B to GRADE C Not sure if the owners are objecting to the Survey or the Heritage List. Downgrade to Grade C implies no constraints to the owners and recognises its presence in the Williams Road streetscape. Listing amended on the basis that place was assessed on physical appearance only and although of significance to the Shire of Narrogin, arguably is less substantiated than a place with historical evidence. Place record amended accordingly.
122	North East Precinct	Department of Housing	Noted concerns regarding listing.	SUPPORT REMOVAL OF THE LISTING This precinct was listed in response to previous listing in the Town of Narrogin's heritage inventory and therefore assumption it was accepted by the community. It had been on that inventory since the inception in the 1990s. Removal of the listing is supported due to the fact that the cultural heritage value of the place lies predominantly in its inclusion in the specific government initiation of social housing in the post World War Two period. It is of social historical significance, such that the physical presence is not a significant determinant of the cultural value. Appropriate interpretation would suffice if the listing were deemed inappropriate.

10.1.6 SMITH STREET ABLUTION BUILDING REDEVELOPMENT – LOT 103 SMITH STREET, NARROGIN

File Reference	5.4.5, A105165
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	19 November 2019
Author	Loriann Bell – Administrative Support Office
Authorising Officer	Azhar Awang – Executive Manager Development and Regulatory Services
Attachments	

Summary

Council is requested to consider the proposed building designs for the redevelopment of the Smith Street public toilets, and to make a decision for the preferred option to enable completion in the Shire's 2019/2020 Budget.

Background

The public toilets located on Smith Street, adjacent to the Coles carpark, have been scheduled for replacement following inclusion in the 2019/2020 Budget.

The Shire's Administration sought to obtain advice from the former Narrogin District Townscape Committee (NDTC) regarding the preferred design and colour option before proceeding to a Request for Quote.

The biennial Local Government Election which was held in October 2019, meant the term of the Shire's NDTC would expire on 19 October 2019. With no new Committee expected to be in place until early 2020, the Shire's Administration sought direction from the NDTC via email with regards to building design and colour.

The Shire's Administration emailed the NDTC on 17 September 2019, with an invitation to review the proposed designs, floor plans, colour proposals and quoted prices, together with the Administrations recommendation for the preferred design and colour option.

Members and deputies of the NDTC replied with mixed responses:

1. *"I am happy to go ahead with the recommendation of Modus Design - Yarra 3 and I would recommend all three toilets are labelled UNISEX'."*
2. *"The Changing Places WC in Gnarojin Park is far more attractive, and could be considered an architectural feature in its own right. Could this serve as a model for this new building?"*

3. "A local builder of long experience suggested that, as the toilets are fundamentally sound, we might improve the budget by renovating, eg modify the men's entry and put a different roof on perhaps?"
4. "After looking at the designs in the first email and the following emails I also agree to go ahead with Modus Design – Yarra 3'."
5. "I would support the need to research this more but am also aware of the cost constraints. The Memorial Park toilets serve as a warning as to how costs can get out of control quickly, with design and planning requirements'."
6. "..... I support the recommendation from Azhar, as proposed'."
7. "The position in the Coles carpark is very public and all of the versions presented seem to be very 'open' .I know Council chose a ready-made version but I am now thinking a more purpose-built structure would be more suitable. Please do not decide on one of the presented options while I am away on holidays".

Comment

Lot 103 Smith Street, Narrogin is currently freehold to the Shire of Narrogin. It is zoned for the purpose of a Carpark under the Former Town of Narrogin Town Planning Scheme No.2 and has a total area of 81m².

The existing toilet block is located on the eastern side of the Coles carpark and:

- Occupies less than 40m²;
- Comprises; Male – 1 x ambulant cubicle and 1 stand urinal with ramp access from the Coles carpark and steps from Smith Street entrance; and
- Female – 1 x ambulant cubicle; 1 x standard cubicle with ramp access from the carpark.



Council is requested to note and give consideration to the cost comparisons of recently refurbished and constructed public amenities:

Memorial Park Accessible Ablution block design and construct brick and steel:

- Total cost for the Ablution block and shade area \$140,000. It could be estimated that the ablutions will absorb at least 70% of that total cost;
- Including store room attached to the ablution approximately 5m²;
- Ablutions will occupy approximately 44 m² ;

- Will comprise 2 x unisex accessible cubicles; and
- Construction timeline – 6 8 weeks.

Gnarojin Park public toilet refurbish:

- Refurbished in 17/18 due to vandalism approximately \$33,000
- Occupies approximately 60 m2 ;
- Comprises Male 1 x ambulant cubicle, two stand urinal;
- Female 2 x standard cubicles and 2 x ambulant cubicle;
- Ramp access from carpark; and
- Construction timeline – 10 weeks.

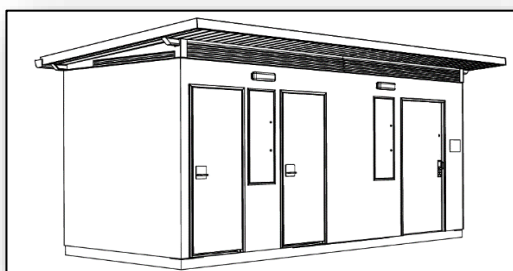
Gnarojin Park ‘Changing Places’ facility

- Addition to Gnarojin Park toilets in 2017/18 and 2018/19 at approximate cost of \$93,231
- design/construct brick / rendered outer shell
- Ablutions occupy approximately 9m²
- Comprises 1 x unisex cubicle
- Construction timeline - 12 weeks

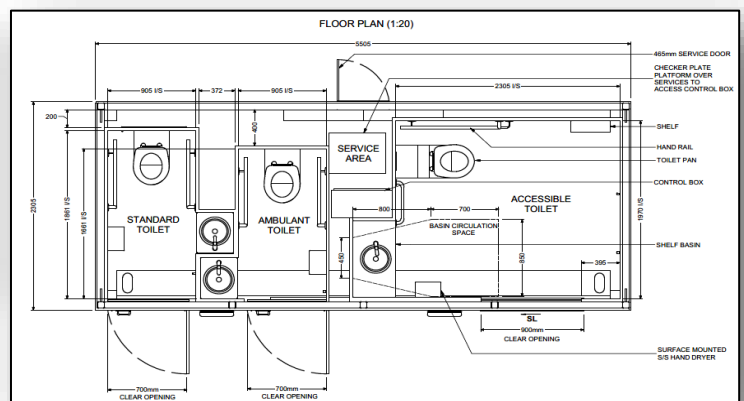
In August and September 2019 the Shire’s Administration obtained quotes from suitably qualified suppliers of pre-fabricated public restrooms to supply a building which complies with *Access & Mobility Australian Standard No. 1428-2009*, for installation at the existing Smith Street public toilet site.

Design options include prefabricated tilt up concrete and steel, and flat pack steel, aluminium and Colorbond with the following layouts:

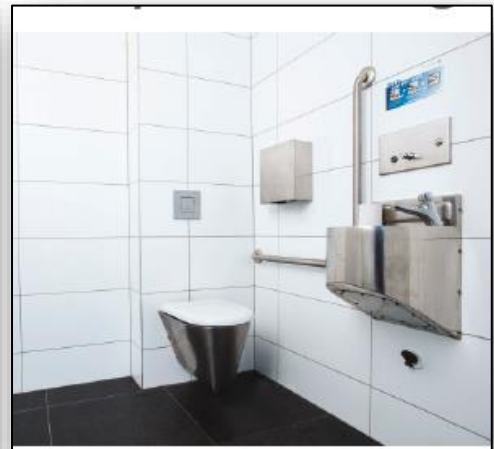
1. Exeloo \$160,000 (+GST), including installation, excluding demolition:
 - Approximately 12 m²;
 - Comprising Male 1 x standard cubicle; Female 1 x standard cubicle and 1 x accessible cubicle;
 - Installation timeline 4 weeks.



1. Exeloo Jupiter Triple

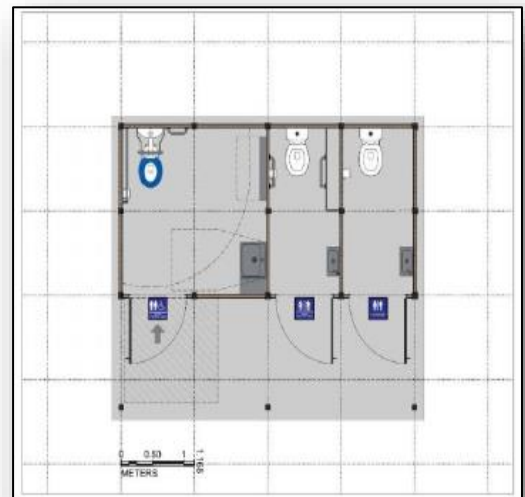


2. Rebus from \$101,900 - \$120,150 (+GST), including installation, excluding demolition:
- Comprising 3 x accessible cubicles;
 - Installation timeline 4 weeks.



Rebus

3. Modus designs Yarra 3 and Burton 3 priced from \$31,000 and \$35,000 (+GST) respectively, excluding installation and demolition:
- Approximately 11m²; and
 - Comprising 2 x unisex ambulant cubicles and 1 x accessible cubicle.
 - Installation timeline 4 weeks.

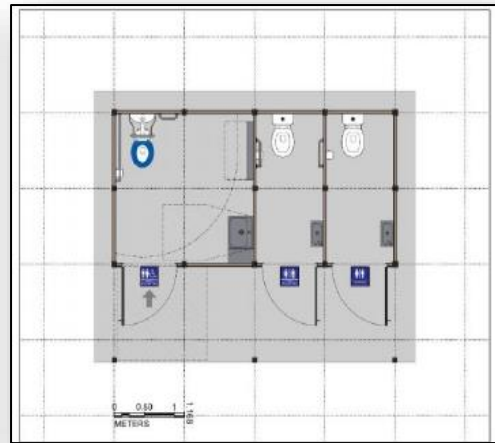


Yarra 3

Yarra 3 Floor plan



Burton 3



Burton 3 Floor plan

It is acknowledged, that some members of the Narrogin Townscape Advisory Committee would like to have an improved architecturally aesthetic ablution building, so as to improve the overall built environment within the Central Business area. In order to improve the aesthetic quality of the existing Ablution building, either constructing a new toilet or renovating the existing toilet, will still require further design work. This will incur additional costs (up to \$5,000) for the design work and detail drawings as well as requiring certification from a Structural Engineer for the approved design. This will require additional time for the designer to undertake a site inspection and prepare the drawings and can take up to 3-4 weeks depending on the works schedule of the designer.

Furthermore, as the new Narrogin Townscape Advisory Committee has not been established, it is anticipated that the new Committee will be formed in late February or early March in 2020. This will further delay the overall timeframe of the project making it unlikely to be completed by the end of the 2019/2020 financial year.

Based on the above assessment, taking into consideration the budget allocation, the design and the timeframe for completion of the project by the end of the 2019/2020 financial year, it is recommended that Council proceed with the development of the Ablution building as per the Officer's recommendation.

During the period of installation, it is proposed that the Administration will ensure that appropriate signage is displayed to advise of alternate ablution facilities nearby.

Consultation

The Shire's Administration consulted with a local builder regarding the cost to design and construct a building in the same design as the quoted pre-fabricated style. The response from that builder was that they were unable to match the quoted price.

- Chief Executive Officer
- Executive Manager, Development and Regulatory Services
- Technical Officer, Development and Regulatory Services
- Narrogin District Townscape Committee

Statutory Environment

Former Town of Narrogin Town Planning Scheme No.2.

Policy Implications

The procurement process is compliant with the Shire's Purchasing Policy 3.1(b).

Financial Implications

The amount of \$50,000 has been allocated for this project to be completed in the 2019/2020 financial year and work is proposed to include:

- Demolish the existing building and foundations;
- Earthworks to prepare foundations for new structure;
- New foundations (slab / footings / plumbing etc);
- Supply / erect new structure; and
- Re-connect power supply.

Quotes received for the preferred option are approximately \$35,000, and this, together with demolition and installation costs including connection to services, can be accommodated and completed within the allocated Budget and current financial year.

If general aesthetics of the site were still considered to be of concern, subject to funds remaining within the approved budget, or indeed the next year's budget, the Council could consider installation of an appropriate low-growing garden of Australian native plants.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
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

Chief Executive Officer Comment:

In discussing various matters pertaining to the Smith Street Ablutions with both the Executive Management Team and at the weekly Shire President and Deputy Shire President meeting with the Chief Executive Officer, the following matters may be relevant to deferring consideration at this time:

- Council has had commercial in confidence advice that a commercial retailer seeks to consolidate an existing CBD ablution facility to maximise patronage within a proposed establishment;
- The Shire is still awaiting advice from a retailer regarding opportunities to partner with the maintenance of or need for the ablutions as a local government asset;
- The Shire maintains ablutions in the CBD at Mackie Park, the Museum and Smith St and is currently building new ablutions in Memorial Park and the question could be asked whether

there is an opportunity to consolidate Ablution facilities within the CBD including demolition of the existing Smith Street facility, in exchange for improving or developing another facility;

- The Smith Street ablutions have always appeared an anomaly and whilst well utilised, are in a problematic location;
- The existing ablution at the Museum are arguably underperforming and could be expanded in a sympathetic heritage manner in reasonable close proximity to the Smith Street facility through the Binta Milling Arcade without loss of critical car bays that can't be easily relocated / replaced.
- That the key question is not necessarily of the design of the ablution at Smith Street, but whether it is required and or whether it is in the right location.
- Whether the \$50,000 budget could be better utilised, in part, to provide for a concept design of a new facility abutting the Museum on Egerton Street and placing the balance in the Shire's Building Cash Backed Reserve, until a proposal has been presented which includes demonstrated community engagement and acceptance of the proposals; and
- That the Smith Street ablutions could easily survive another year without refurbishment, demolition or replacement to accommodate deferral at this time.

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That with respect to the redevelopment of the Smith Street Ablution building at Lot 103 Smith Street, Narrogin, Council defer the project from the current financial year and request the Narrogin Townscape Advisory Committee to report back on the various matters listed under the strategic implications before 30 April 2020.

COUNCIL RESOLUTION 1119.010

Moved: Cr Early Seconded: Cr Seale

That with respect to the redevelopment of the Smith Street Ablution building at Lot 103 Smith Street, Narrogin, Council defer the project from the current financial year and request the Narrogin Townscape Advisory Committee to report back on the various matters listed under the strategic implications before 30 April 2020 and the budget for the project be reviewed at that time.

CARRIED 8/0

Reason for Change: The Council wanted to ensure that the funds were reconsidered for potential transfer to the Buildings Reserve prior to the end of the financial year as a potential contributory source of funding a project for the next financial year.

10.2 TECHNICAL AND RURAL SERVICES

10.2.1 AWARDING OF RFQ 19/20 – 06 SUPPLY OF NEW BACKHOE

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	Shire of Narrogin
Previous Item Numbers	Nil
Date	12 November 2019
Author	John Warburton – Manager Operations
Authorising Officer	Torre Evans - Executive Manager Technical & Rural Services
Attachments	1. Supply of New Backhoe RFQ 19/20 – 06 Evaluation Matrix (Confidential- Separate Cover)

Summary

Council is requested to consider awarding RFQ 19/20–06, Supply of New Backhoe to JCB Construction Equipment, for one (1) new JCB 5CX Backhoe for the sum of \$194,400 ex GST and trade the existing JCB Backhoe to JCB Construction Equipment for the sum of \$47,500 ex GST.

Background

The purchase of the new backhoe, along with the trading of the existing backhoe, was identified in the 2019/20 Budget as well as the 2017 to 2027 Plant Replacement Program.

As the purchase amount for the new backhoe was expected to be in excess of \$150,000, a Request for Quotation (RFQ) was prepared and advertised through the WALGA Preferred Supplier eQuotes Portal, consistent with Council's Purchasing Policy.

Comment

The Supply of New Backhoe RFQ 19/20 - 06 was advertised through the WALGA Preferred Supplier eQuotes Portal to three (3) suppliers from 9 October 2019 to 25 October 2019. The companies that were invited to quote were

- WesTrac
- Afgri
- JCB Construction Equipment

From the three (3) suppliers that were asked to provide a quotation, two (2) responded, being Westrac and JCB Construction Equipment.

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

WesTrac scored 83% points for the Caterpillar 444F2 and JCB Construction Equipment scored 88% for the JCB 5CX.

Both of the suppliers that supplied a quotation were able to meet the specifications set out in the RFQ and were able to supply a satisfactory warranty for their machine, however, JCB Construction Equipment provided the most competitive quotation when based on price and were marked slightly higher on specification as the machine offered had an additional steering pattern feature.

The trade JCB backhoe has been in the Shire’s fleet for over 11 years and in this time has proven to be very reliable with very minimal down time. It has also proven to be well suited to the work requirements of the works crew.

Consultation

The RFQ was considered and evaluated by:

- Executive Manager Technical and Rural Services
- Manager Operations

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

RFQ 19/20-01 complies with Council Policy – Section 3 Financial Management, 3.1 Purchasing Framework.

Financial Implications

The expenditure is wholly contained within the 2019/20 Budget with an amount of \$195,000 for the acquisition of the new backhoe that includes an estimated return of \$40,000 for the trade. This equates to a budgeted net changeover value of \$155,000 ex GST.

The net changeover value of the proposed purchase is \$146,900 which represents a net saving to the Budget of \$8,100 ex GST.

	Budget	Actual	Difference
Purchase	\$195,000	\$194,400	\$ 600
Trade In	\$ 40,000	\$ 47,500	\$7,500
Net	\$155,000	\$146,900	\$8,100

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

Voting Requirements

Simple Majority.

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.011

Moved: Cr Fisher Seconded: Cr Seale

That, with respect to awarding of RFQ 19/20 – 06 Supply of New Backhoe, Council award the purchase of one (1) new JCB 5CX to JCB Construction Equipment for the sum of \$194,400 ex GST and trade the existing JCB Backhoe to JCB Construction Equipment for the sum of \$47,500 ex GST.

CARRIED 8/0

10.2.2 AWARDING OF RFQ 19/20 - 05 SUPPLY OF NEW MULTI TYRE ROLLER

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	Shire of Narrogin
Previous Item Numbers	Nil
Date	22 October 2019
Author	John Warburton - Manager Operations
Authorising Officer	Torre Evans - Executive Manager Technical & Rural Services
Attachments	1. Supply of New Multi Tyre Roller RFQ 19/20 – 05 Evaluation Matrix (Confidential- Separate Cover)

Summary

Council is requested to consider awarding the Supply of New Multi Tyre Roller RFQ 19/20–05 to WesTrac, for one (1) new Caterpillar CW 34 Multi Tyre Roller for the sum of \$164,480 ex GST and trade the existing Caterpillar CW 34 Multi Tyre Roller to WesTrac for the sum of \$77,500 ex GST.

Background

The purchase of the new roller along with the trading of the existing roller was identified in the 2019/20 Budget as well as the 2017 to 2027 Plant Replacement Program.

As the purchase amount for the new roller was expected to be in excess of \$150,000, a Request for Quotation (RFQ) was prepared and advertised through the WALGA Preferred Supplier eQuotes Portal, consistent with Council's Purchasing Policy.

Comment

The Supply of New Multi Tyre Roller RFQ 19/20 - 05 was advertised through the WALGA Preferred Supplier eQuotes Portal to three (3) suppliers from 3 October 2019 to 21 October 2019. The companies that were invited to quote were:

- WesTrac
- Tutt Bryant Equipment
- JCB Construction Equipment

All three (3) suppliers that were asked to provide a quotation responded.

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

WesTrac scored 94% points for the Caterpillar CW 34, Tutt Bryant scored 84.9% for a Bomag BW27RH and JCB scored 79.6% for a Dynapac CP2700AOR.

All of the suppliers were able to meet the specifications set out in the RFQ in full and supplied all of the relevant documentation that was asked for however, WesTrac supplied a warranty of 84 months which exceeded the warranty of the other suppliers and were therefore ranked higher in value for money. WesTrac was the most competitive on price.

Consultation

The RFQ was considered and evaluated by:

- Executive Manager Technical and Rural Services
- Manager Operations

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

RFQ 19/20-01 complies with Council Policy – Section 3 Financial Management, 3.1 Purchasing Framework.

Financial Implications

The total expenditure is not wholly contained in the 2019/20 Budget due to a slightly lower trade in value than expected and budgeted for.

The Budget included the purchase price for a new roller at \$165,000 ex GST. The cost of the new roller is \$164,480 ex GST which represents a saving of \$520 for the acquisition.

The Budget included a trade value of \$80,000 ex GST for the existing roller. An amount of \$77,500 ex GST has been offered by WesTrac which is \$2,500 ex GST lower than the budgeted amount.

	Budget	Actual	Difference
Purchase	\$165,000	\$164,480	\$ 520
Trade In	\$ 80,000	\$ 77,500	(\$2,500)
Net	\$ 85,000	\$ 86,980	(\$1,980)

The proposal therefore represents an over Budget expenditure of \$1,980 ex GST.

It is worth noting that Council recently resolved (Ordinary Council Meeting held 23 October 2019 - resolution 1019.004) to purchase a new 6 x 4 truck with a saving of \$14,479 ex GST to the Budget.

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

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.012

Moved: Cr Fisher Seconded: Cr Wiese

That, with respect to awarding of RFQ 19/20–05 Supply of New Multi Tyre Roller, Council award the purchase of one (1) new Caterpillar CW34 to WesTrac for the sum of \$164,480 ex GST and trade the existing Caterpillar CW34 to WesTrac for the sum of \$77,500 ex GST.

CARRIED 8/0

10.3 CORPORATE AND COMMUNITY SERVICES

10.3.1 SCHEDULE OF ACCOUNTS PAID – OCTOBER 2019

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	31 October 2019
Author	Agatha Prior – Finance Officer Accounts
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	
1. Schedule of Accounts Paid – October 2019 (separate cover).	

Summary

Council is requested to note the payments as presented in the Schedule of Accounts Paid – for the preceding month.

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.

Comment

The Schedule of Accounts Paid for the preceding month is presented to Council for notation. Below is a summary of activity.

<i>October 2019 Payments</i>		
<i>Payment Type</i>	<i>\$</i>	<i>%</i>
Cheque	2,001,054.50	64.42
EFT (incl Payroll)	1,025,941.14	33.03
Direct Debit	72,361.48	2.33
Credit Card	6,622.78	0.22
Trust	0.00	0.00
Total Payments	3,105,979.90	100.00

<i>Local Spending</i>	<i>\$</i>	<i>%</i>
Local Suppliers	227,783.50	20.60
Payroll	376,352.27	34.03
Total	604,135.77	54.62

The payment schedule has been provided to Elected Members separately and is not published on the Shire of Narrogin website owing to potential fraudulent activity that can arise from this practice.

Printed copies will be available on request at the Administration building and the Library.

Consultation

Manager Finance

Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b).

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2019/2020 Annual Budget, or resulting from a Council resolution for a budget amendment.

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

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.013

Moved: Cr Lushey Seconded: Cr Seale

That, with respect to the Schedule of Accounts Paid for October 2019, Council note the Report as presented.

CARRIED 8/0

10.3.2 MONTHLY FINANCIAL REPORT – OCTOBER 2019

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	4 November 2019
Author	Karen Oborn – Manager Finance
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	1. Financial Report for the period ended 30 October 2019.

Summary

Council is requested to review the Monthly Financial Reports for the preceding month. In accordance with the Local Government Financial Management Regulations (1996), Regulation 34, the Shire is to prepare a monthly Statement of Financial Activity for notation by Council.

Background

Council is requested to review the Monthly Financial Reports for the preceding month.

Comment

The Monthly Financial Reports are presented for review.

Consultation

Executive Manager Corporate and Community Services.

Statutory Environment

Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2019/20 Annual Budget or resulting from a Council Motion for a budget amendment.

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

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.014

Moved: Cr Wiese Seconded: Cr Early

That, with respect to the Monthly Financial Reports for October 2019, Council note the Reports as presented.

CARRIED 8/0

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 31 OCTOBER 2019



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

TABLE OF CONTENTS

Monthly Summary Information	1 - 2
Statement of Financial Activity	3
Significant Accounting Policies	4
Adjusted Net Current Assets	5
Material Variances	6
Receivables	7
Capital Acquisitions	8 - 11
Cash Backed Reserves	12
Budget Amendments	13
Strategic Projects Tracker	14 - 15

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2019**

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 31 October 2019
Prepared by: Manager Finance
Reviewed by: Executive Manager Corporate & Community Services

BASIS OF PREPARATION

REPORT PURPOSE

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

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities and to the extent they are not in-consistent with the *Local Government Act 1995* and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1995* and accompanying regulations. Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 1.

SIGNIFICANT ACCOUNTING POLICES

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.

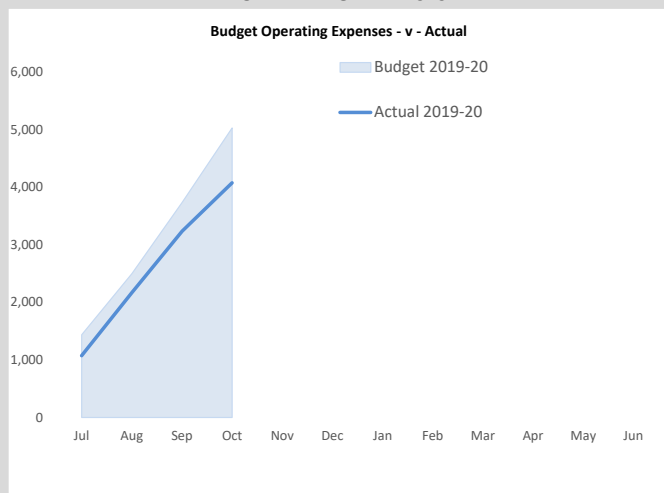
ROUNDING OFF FIGURES

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

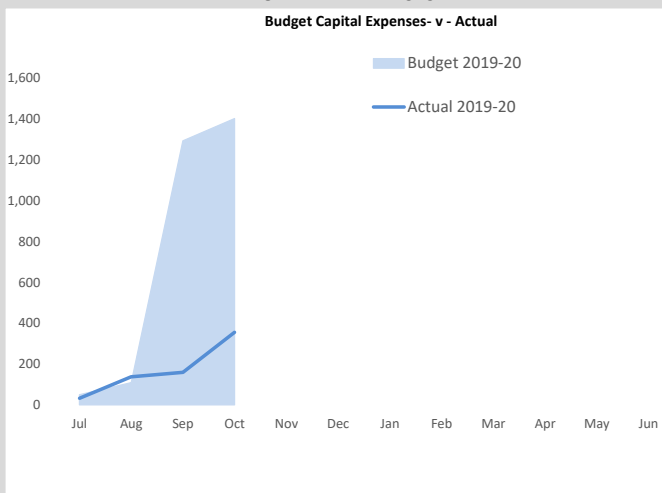
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 OCTOBER 2019**

**MONTHLY SUMMARY INFORMATION
GRAPHS**

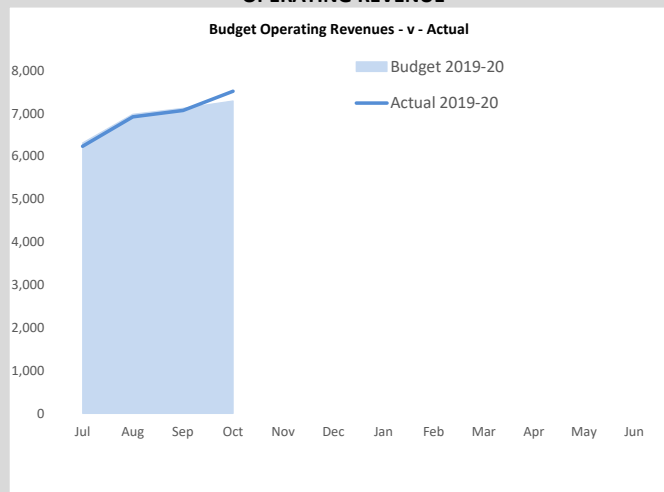
OPERATING EXPENSES



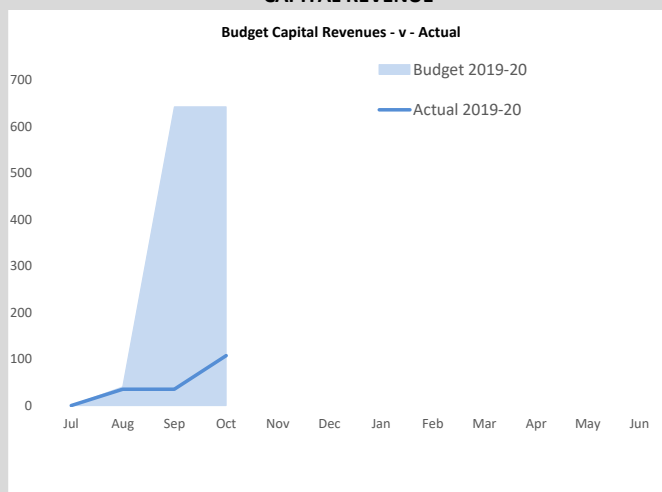
CAPITAL EXPENSES



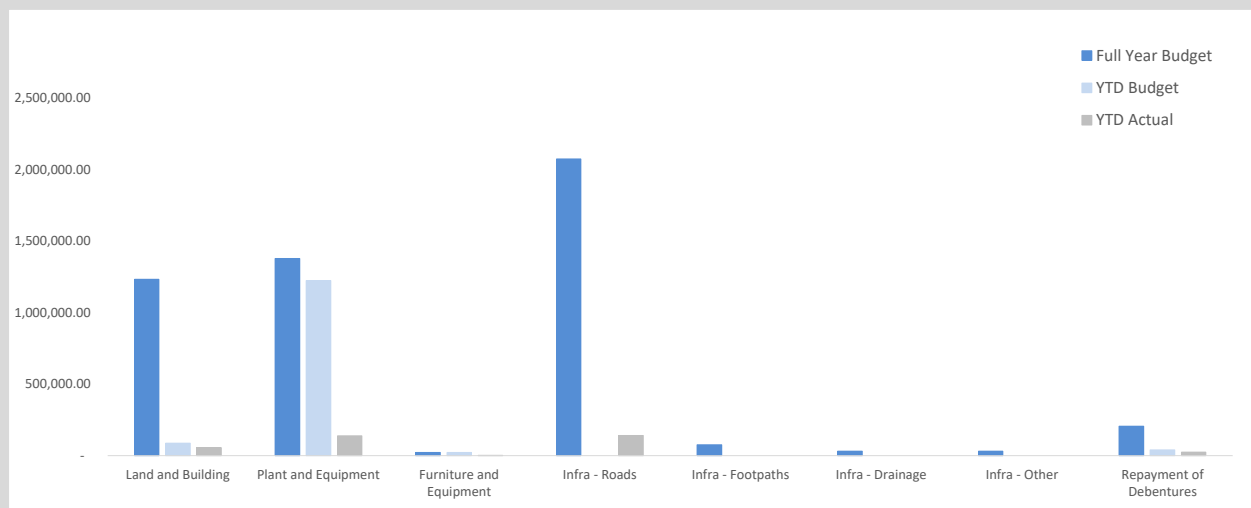
OPERATING REVENUE



CAPITAL REVENUE



CAPITAL EXPENSES BY ACTIVITY



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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2019

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)		4,001,532	3,943,906	3,943,906	0	0%	
Revenue from operating activities							
General Purpose Funding - Rates		4,943,620	4,943,619	4,815,193	(128,426)	(3%)	
General Purpose Funding - Other		1,354,841	355,379	366,595	11,216	3%	
Governance		1,850	612	0	(612)	(100%)	
Law, Order and Public Safety		79,900	34,284	24,122	(10,162)	(42%)	
Health		23,500	9,824	7,278	(2,546)	(35%)	
Education and Welfare		1,370,538	397,088	724,504	327,415	45%	▲
Housing		8,240	2,744	2,852	108	4%	
Community Amenities		1,092,366	903,436	910,852	7,416	1%	
Recreation and Culture		75,254	25,072	8,903	(16,169)	(182%)	▼
Transport		408,913	241,105	240,889	(216)	(0%)	
Economic Services		283,619	94,524	101,079	6,555	6%	
Other Property and Services		110,762	42,168	105,697	63,530	60%	▲
		9,753,404	7,049,855	7,307,964	258,109	4%	
Expenditure from operating activities							
General Purpose Funding		(255,567)	(87,853)	(76,917)	10,936	(14%)	
Governance		(724,720)	(313,641)	(188,766)	124,875	(66%)	
Law, Order and Public Safety		(766,873)	(273,002)	(260,163)	12,840	(5%)	
Health		(280,251)	(104,240)	(95,473)	8,767	(9%)	
Education and Welfare		(1,573,105)	(665,152)	(718,755)	(53,603)	(7%)	
Housing		(34,441)	(13,922)	(10,257)	3,665	36%	
Community Amenities		(1,574,917)	(533,798)	(497,031)	36,767	7%	
Recreation and Culture		(3,475,525)	(1,311,178)	(1,153,545)	157,634	14%	▲
Transport		(4,086,406)	(1,372,244)	(1,241,685)	130,559	11%	▲
Economic Services		(812,368)	(287,496)	(236,413)	51,083	22%	▲
Other Property and Services		(38,082)	(62,824)	34,980	97,804	(280%)	
		(13,622,254)	(5,025,351)	(4,444,023)	581,328		
Operating activities excluded from budget							
Add back Depreciation		3,450,264	1,150,048	998,328	(151,720)	(15%)	▼
Adjust (Profit)/Loss on Asset Disposal	12	97,004	32,336	21,204	(11,132)	(53%)	
Adjust Employee Benefits Provision (Non-Current)		0	0	0	0		
Adjust Deferred Pensioner Rates (Non-Current)		0	0	0	0		
Movement in Leave Reserve (Added Back)		0	0	283	283	100%	
Adjust Rounding		0	0	0	0		
Amount attributable to operating activities		(321,582)	3,206,888	3,883,755	676,867		
Investing Activities							
Non-Operating Grants, Subsidies and Contributions		914,743	237,683	207,302	(30,381)	15%	
Purchase of Investments		0	0	0	0		
Land Held for Resale	11	0	0	0	0		
Land and Buildings	11	(1,230,335)	(87,049)	(55,750)	31,299	56%	▲
Plant and Equipment	11	(1,376,633)	(1,222,640)	(138,862)	1,083,778	780%	▲
Furniture and Equipment	11	(22,500)	(22,500)	(353)	22,148	6283%	▲
Infrastructure Assets - Roads	11	(2,072,295)	0	(141,325)	(141,325)	(100%)	▼
Infrastructure Assets - Footpaths	11	(76,000)	0	0	0		
Infrastructure Assets - Road Drainage	11	(32,000)	0	0	0		
Infrastructure Assets - Other	11	(698,942)	(53,932)	(27,402)	26,530	97%	▲
Infrastructure Assets - Parks and Gardens	11	0	0	0	0		
Infrastructure Assets - Bridges	11	(31,040)	0	0	0		
Proceeds from Disposal of Assets	12	667,898	518,406	106,388	(412,018)	(387%)	▼
Proceeds from Sale of Investments		0	0	0	0		
Amount attributable to investing activities		(3,957,104)	(630,032)	(50,001)	580,031		
Financing Activities							
Proceeds from New Debentures	13	0	0	0	0		
Proceeds from Advances		0	0	0	0		
Repayment of Debentures	13	(166,657)	(32,423)	(16,842)	15,581	93%	▲
Self-Supporting Loan Principal		0	0	0	0		
Transfer from Reserves	10	1,413,724	123,249	0	(123,249)	(100%)	▼
Advances to Community Groups		0	0	0	0		
Transfer to Reserves	10	(969,913)	0	(3,568)	(3,568)	(100%)	
Amount attributable to financing activities		277,154	90,827	(20,410)	(111,237)		
Net Capital		(3,679,950)	(539,205)	(70,411)	468,794		
Total Net Operating + Capital		(4,001,532)	2,667,683	3,813,344	1,145,661		
Closing Funding Surplus(Deficit)	3	0	6,611,590	7,757,250	1,145,661		

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 \$5,000 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**NET CURRENT ASSETS****FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019****SIGNIFICANT ACCOUNTING POLICIES****CURRENT AND NON-CURRENT CLASSIFICATION**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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

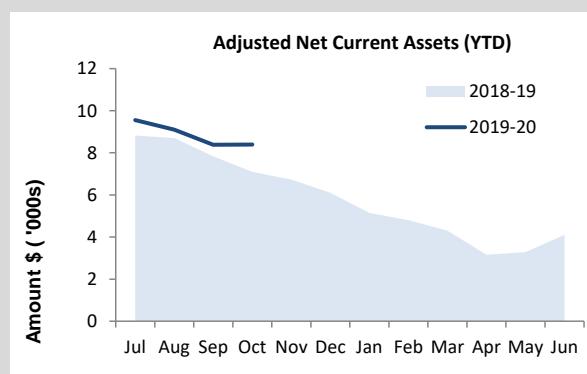
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019

OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS

	Previous Period Actual	Year to Date Actual
	30 Sep 2019	31 Oct 2019
Adjusted Net Current Assets	\$	\$
Current Assets		
Cash Unrestricted	6,522,588	6,625,432
Cash Restricted (Reserves)	4,233,146	4,230,355
Receivables - Rates and Rubbish, ESL, Excess Rates	2,077,540	1,762,983
Receivables - Other	581,226	106,409
Inventories	9,683	15,998
	13,424,184	12,741,176
Less: Current Liabilities		
Payables	(591,743)	(533,370)
Loan Liability	(154,056)	(149,816)
Provisions	(549,544)	(549,544)
	(1,295,342)	(1,232,730)
Net Current Asset Position	12,128,842	11,508,446
Less: Cash Restricted	(4,223,137)	(4,233,146)
Add Back: Component of Leave Liability not Required to be funded	335,146	335,146
Add Back: Current Loan Liability	154,056	149,816
Adjustment for Trust Transactions Within Muni	(1,762)	(4,026)
Net Current Funding Position	8,393,144	7,756,235

SIGNIFICANT ACCOUNTING POLICIES

Please see page 4 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)

\$7.76 M

Last Period Actual

Surplus(Deficit)

\$8.39 M

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

	Investment Value \$	Maturity Date	Rate	Institution	Investment %
Cash Unrestricted					
Municipal Fund	1,000,000	1/11/2019	1.47%	Commonwealth	50%
Municipal Fund	1,000,000	29/10/2019	2.10%	Westpac	50%
	<u>2,000,000</u>				<u>100%</u>
Cash Restricted (Reserves)					
Reserve Fund	2,000,000	29/05/2020	1.80%	NAB	50%
Reserve Fund	2,000,000	29/05/2020	2.10%	Westpac	50%
	<u>4,000,000</u>				<u>100%</u>
Total Investment Holdings via Entity					
Commonwealth	1,000,000				17%
NAB	2,000,000				33%
Westpac	3,000,000				50%
	<u>6,000,000</u>				<u>100%</u>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

**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. 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
	\$	%			
Investing Activities					
Proceeds from Disposal of Assets	(412,018)	(387%)	▼	Timing	Executive vehicle exchanges and backhoe loader not disposed of YTD
Capital Acquisitions	1,022,430	7116%	▲	Timing	Dependant on timing of when capital expenditure is required for Capex Projects.
Financing Activities					
Transfer from Reserves	(123,249)	(100%)	▼	Timing	Dependant on timing of when capital expenditure is required for Capex Projects.

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.

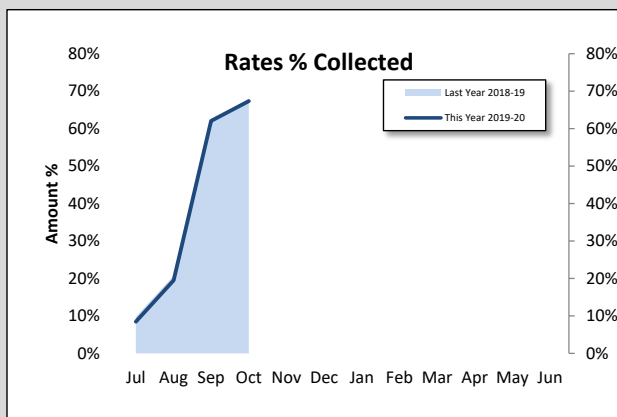
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

**OPERATING ACTIVITIES
RECEIVABLES**

Rates Receivable	30 Jun 18	31 Oct 19	31 Oct 18	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years	586,296	586,296	492,340	Receivables - General	34,584	6,788	604	46,203	88,179
Levied this year		3,194,497	4,780,237	Percentage	39%	8%	1%	52%	
Movement in Excess Rates		(125,996)	(90,732)						
Domestic Refuse Collection Charges		472,689	470,984						
Domestic Services (Additional)		3,197	3,390						
Commercial Collection Charge		43,426	44,583	Balance per Trial Balance					
Commercial Collection Charge (Additional)		43,956	45,287	Rates Pensioner Rebate Claims					15,495
Total Rates and Rubbish (YTD)	5,359,227	5,378,461	5,263,049	GST Input					39,947
Less Collections to date	(5,359,227)	(4,014,859)	(3,922,163)	Provision For Doubtful Debts					(38,020)
Net Rates Collectable	586,296	1,949,898	1,833,226	Total Receivables General Outstanding					105,601
% Collected	90.14%	74.65%	68.26%	Amounts shown above include GST (where applicable)					
Pensioner Deferred Rates		(178,661)	(153,532)						
Pensioner Deferred ESL		(8,254)	(6,786)						
Total Rates and Rubbish, ESL, Excess Rates		1,762,983	1,672,908						

KEY INFORMATION

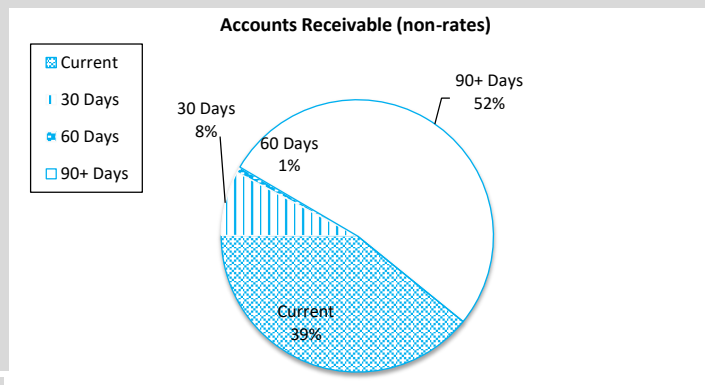
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



Collected	Rates Due
75%	\$1,762,983

SIGNIFICANT ACCOUNTING POLICIES

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



Debtors Due
\$105,601
Over 30 Days
61%
Over 90 Days
52%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

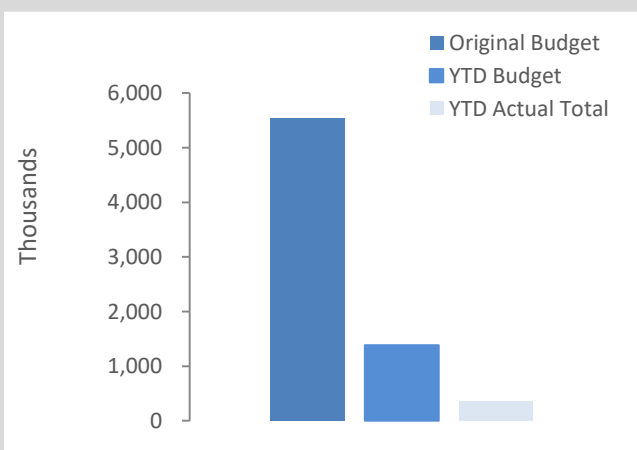
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Original Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$
Land and Buildings	1,230,335	87,049	55,750	31,299
Plant & Equipment	1,376,633	1,222,640	138,862	1,083,778
Furniture & Equipment	22,500	22,500	353	22,148
Roads	2,072,295	0	141,325	(141,325)
Footpaths	76,000	0	0	0
Road Drainage	32,000	0	0	0
Other Infrastructure	698,942	53,932	27,402	26,530
Parks and Gardens	0	0	0	0
Bridges	31,040	0	0	0
Capital Expenditure Totals	5,539,745	1,386,121	363,691	1,022,430

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

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$5.54 M	\$0.36 M	6%

To be read in conjunction with Strategic Projects Tracker

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**






































% of Completion

	Original Budget	YTD Budget	YTD Actual	Variance Under(Over)
	\$	\$	\$	\$
Capital Expenditure				
Land and Buildings				
Building Renovation Administration	180,000	60,000	0	60,000
Kitchen Upgrade	5,986	5,985	3,446	2,539
Accessibility Access Upgrades	50,000	0	0	0
Smith St Public Toilets (Coles Carpark) Capital	50,000	0	0	0
Harris St Public Toilets (Museum) Capital	10,000	0	0	0
May Street Public Toilet Upgrade	70,000	0	0	0
Memorial Park Public Toilets Capital	119,719	0	5,606	(5,606)
Town Hall (Federal St) Building Capital	8,000	2,666	3,874	(1,208)
John Higgins Community Complex Building Capital	22,000	0	19,554	(19,554)
Nomans Lake Hall Building Capital	6,500	0	5,299	(5,299)
NRRRC Building (Capital)	15,000	0	5,871	(5,871)
NRRRC Building Capital 2018-19	20,000	0	0	0
Croquet Clubrooms Building Capital	11,633	11,633	0	11,633
Library Building (Capital)	7,000	0	0	0
Library - Stage 2	120,000	0	0	0
Railway Station Building (Capital)	57,015	6,765	6,150	615
Caravan Park Campers Kitchen Building Capital	20,000	0	0	0
Caravan Park Renovations	58,862	0	1,400	(1,400)
Accommodation Units (NCP)	394,000	0	4,550	(4,550)
Visitor Information Bay Upgrade (Williams Road)	4,620	0	0	0
	1,230,335	87,049	55,750	31,299
Plant and Equipment				
Fire Shed (Highbury)	30,000	30,000	0	30,000
Lifting Ramp - NO05	5,000	5,000	0	5,000
CCTV Upgrade	30,000	30,000	0	30,000
009NGN 2019 Toyota Camry Altise	28,000	28,000	0	28,000
NGN219 CATS Vehicle 2020	27,000	27,000	0	27,000
NGN00 EMDRS Vehicle 2019(3)	42,317	42,317	37,239	5,078
NGN00 EMDRS Vehicle 2020(1)	42,317	0	0	0
NGN00 EMDRS Vehicle 2020(2)	42,317	0	0	0
NRRRC Fire Extinguisher Upgrades	15,248	15,248	0	15,248
CCTV Installation Old Courthouse Museum	7,687	7,686	6,988	698
Diesel Locomotive (Railway Yard)	5,000	5,000	0	5,000
ONO EMTRS Vehicle 2019 (3)	36,498	36,497	36,498	(1)
ONO EMTRS Vehicle 2019 (4)	36,498	36,497	0	36,497
ONO EMTRS Vehicle 2020 (1)	36,498	36,497	0	36,497
ONO EMTRS Vehicle 2020 (2)	36,498	36,497	0	36,497
N001 MO Vehicle 2019(3)	36,243	36,242	36,722	(480)
N001 MO Vehicle 2020(1)	36,243	36,242	0	36,242
N001 MO Vehicle 2020(2)	36,243	36,242	0	36,242
NO3 2019 UD 6 Wheeler Nissan Diesel Tip Truck	226,000	226,000	0	226,000
NO237 2019 Caterpillar CW34NN Rubber Tyred Roller	165,000	165,000	0	165,000
NO1193 2019 JCB 4CX PC Backhoe Loader	195,000	195,000	0	195,000
NGN93 Mitsubishi Triton Single Cab 2019 (Leading Hand) (PA018B)	26,000	26,000	0	26,000
Mobile (trailer Mounted) Visual Display Unit	25,000	25,000	21,416	3,584
NGN2 2019 Holden Trax (BC) (PA006B)	25,000	25,000	0	25,000
1NGN CEO Vehicle 2019(4)	56,000	56,000	0	56,000

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**






















% of Completion

	Original Budget	YTD Budget	YTD Actual	Variance Under(Over)
 ONGN EMCCS Vehicle 2019(2)	34,676	34,675	0	34,675
 ONGN EMCCS Vehicle 2020(1)	34,676	0	0	0
 ONGN EMCCS Vehicle 2020(2)	34,676	0	0	0
 002 NGN MF Vehicle 2020	25,000	25,000	0	25,000
	1,376,633	1,222,640	138,862	1,083,778
Furniture and Equipment				
 Airconditioner Upgrade - DRS	20,000	20,000	0	20,000
 Town Hall Airconditioner	2,500	2,500	353	2,148
	22,500	22,500	353	22,148
Infrastructure - Roads				
 Cooramining Road - Renewal (Rural)(Grant Funded)	144,651	0	0	0
 Earl Street - Renewal (Local)	30,000	0	1,296	(1,296)
 Ensign Street - Renewal (Local)	98,158	0	683	(683)
 Lock Road - Renewal (Rural)	70,680	0	0	0
 Whinbin Rock Road - Renewal (Rural)	87,406	0	0	0
 Dongolocking Road - Upgrade (Rural)	218,500	0	0	0
 Birdwhistle Road - Renewal (Rural)	108,133	0	0	0
 Narrogin Valley Road - Renewal (Rural)	99,149	0	0	0
 Chomley Road - Renewal (Rural)	108,133	0	0	0
 Lavator Road - Renewal (Rural)	7,938	0	0	0
 Street Tree Capital	20,000	0	21,840	(21,840)
 Northwood Street - Renewal (Local) (R2R)	30,000	0	0	0
 Havelock Street - Renewal (Local) (R2R)	24,600	0	0	0
 Lock Street - Renewal (Local) (R2R)	19,000	0	0	0
 Congelin - Narrogin Road - Renewal (Local) (R2R)	28,000	0	2,727	(2,727)
 Tarwonga Road - Renewal (Local) (R2R)	33,021	0	4,600	(4,600)
 Highbury West Road - Renewal (Rural) (R2R)	40,000	0	0	0
 Piesseville - Tarwonga Road - Renewal (Local) (R2R)	75,000	0	2,273	(2,273)
 Wilson Street - Renewal (Local) (R2R)	12,474	0	0	0
 Narrogin-Harrismith Road - Renewal (Local) (R2R)	41,202	0	0	0
 Clayton Road - Renewal (Local) (RRG)	738,027	0	107,907	(107,907)
 Tarwonga Road - Renewal (Rural) (RRG)	38,223	0	0	0
	2,072,295	0	141,325	(141,325)
Infrastructure - Footpaths				
 Ensign St Footpath Construction	22,000	0	0	0
 Argus Street Footpath Construction	35,000	0	0	0
 Park Street Footpath Construction	19,000	0	0	0
	76,000	0	0	0
Infrastructure - Drainage				
 Drainage - Butler Street	32,000	0	0	0
	32,000	0	0	0
Infrastructure - Other				
 White Road Refuse Site	6,000	0	1,791	(1,791)
 Bin Surrounds	20,000	0	0	0
 Drainage Engineering consultancy - stormwater diversion	20,000	0	0	0
 Cemetery Upgrade	47,410	0	7,293	(7,293)
 CBD Design - Colour Palette and signage	1,153	1,153	0	1,153

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

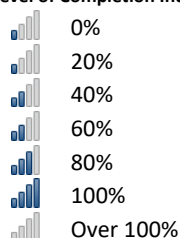
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**

% of Completion

	Original Budget	YTD Budget	YTD Actual	Variance Under(Over)
 CBD Design - Heritage Walk Signage (Stage 2)	38,500	0	0	0
 Memorial Park Capital	18,000	0	0	0
 Gnarojin Park Cultural Heritage Management Plan	20,000	0	0	0
 Gnarojin Park Electrical Design Work	30,000	0	0	0
 Gnarojin Park Landscape Design	89,720	0	0	0
 Town Hall Furniture	8,500	8,500	0	8,500
 NRRC Infrastructure Other (Capital)	70,068	23,355	7,088	16,267
 Foxes Lair	4,592	4,591	0	4,591
 McKenzie Park - Playground Equipment	7,000	7,000	11,231	(4,231)
 Highbury Tennis Court	75,000	0	0	0
 Yilliminning Rock Camping Area	18,000	6,000	0	6,000
 Wilbur Park (Highbury) - Gazebo	15,000	0	0	0
 Park Furniture	12,000	0	0	0
 Clayton Road Storm Water Catchment Dam	35,000	0	0	0
 Public Art Strategy - Stage 1	25,000	0	0	0
 Gnarojin Park Hydrology Report	25,000	0	0	0
 Aerodrome Infrastructure Other (Capital)	45,000	0	0	0
 Banner Poles	10,000	3,333	0	3,333
 Local Tourism Planning Strategy	28,000	0	0	0
 Economic Development Strategy	30,000	0	0	0
	698,942	53,932	27,402	26,530
Infrastructure - Parks & Gardens				
	0	0	0	0
Infrastructure - Bridges				
 Footbridge Refurbishment	31,040	0	0	0
	31,040	0	0	0
Grand Total	5,539,745	1,386,121	363,691	1,022,430

Capital Expenditure Total

Level of Completion Indicators



Percentage YTD Actual to Revised Budget
Expenditure over budget highlighted in red.

Variance is calculated on:
YTD Budget vs YTD Actual

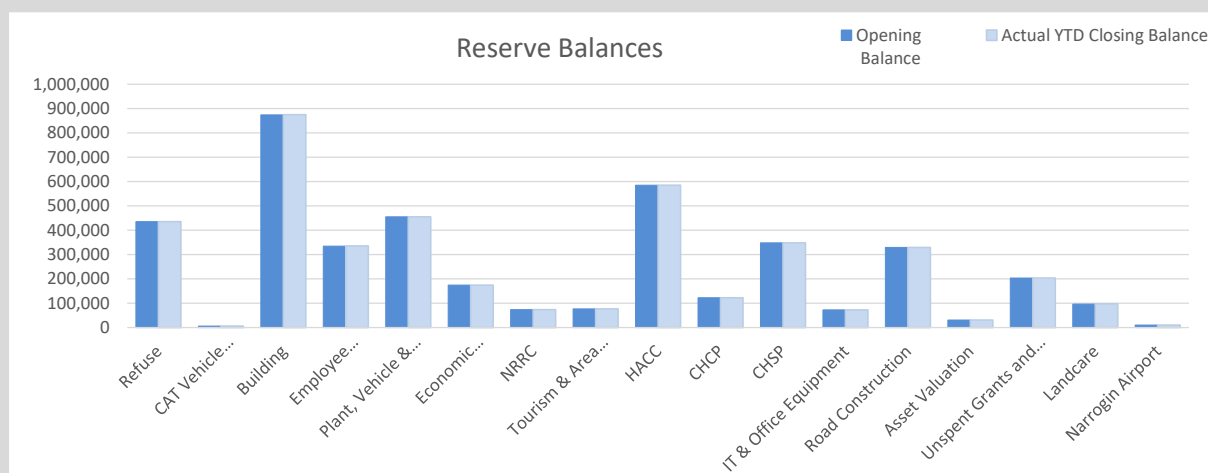
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019

OPERATING ACTIVITIES
CASH AND INVESTMENTS

Cash Backed Reserve

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Forecast 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	435,109	7,385	367	7,385	77,000	0	46,000	0	473,494	435,476
CAT Vehicle Replacement	6,655	116	6	116	6,000	0	12,000	0	771	6,661
Building	873,681	14,828	737	14,828	16,685	0	550,000	0	355,194	874,418
Employee Entitlement	334,863	5,683	283	5,683	20,000	0	0	0	360,546	335,146
Plant, Vehicle & Equipment	454,959	7,722	384	7,722	425,300	0	557,300	0	330,381	455,343
Economic Development	174,049	2,954	147	2,954	50,000	0	18,000	0	209,003	174,196
NRRC	73,927	1,255	62	1,255	80,000	0	0	0	155,182	73,989
Tourism & Area Promotion	77,202	1,310	65	1,310	0	0	0	0	78,512	77,267
HACC	584,487	9,463	493	9,463	0	0	98,240	0	495,710	584,980
CHCP	122,909	2,594	104	2,594	0	0	83,117	0	42,386	123,013
CHSP	347,664	7,231	293	7,231	205,228	0	0	0	560,123	347,957
IT & Office Equipment	72,563	1,232	61	1,232	5,000	0	0	0	78,795	72,624
Road Construction	329,405	5,591	278	5,591	0	0	0	0	334,996	329,683
Asset Valuation	31,309	0	26	0	0	0	0	0	31,309	31,335
Unspent Grants and Contributions	203,773	819	171	819	0	0	49,067	0	155,525	203,944
Landcare	97,024	1,647	82	1,647	0	0	0	0	98,671	97,106
Narrogin Airport	10,000	170	9	170	15,000	0	0	0	25,170	10,009
	4,229,578	70,000	3,568	70,000	899,913	0	1,413,724	0	3,785,767	4,233,146

KEY INFORMATION



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 OCTOBER 2019**

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
					\$	\$	\$	\$
		Budget Adoption						0
	BC265	SES Training / Meeting Room		Capital Expenses			(62,210)	(62,210)
	130502020	ESL - SES Capital Grant GEN		Capital Revenue		62,210		0
	120805900	CHSP - Refund of Unspent Grant Funding GEN		Operating Expenses			(123,249)	(123,249)
	150805520	CHSP - Transfers From Reserve GEN		Capital Revenue		123,249		0
	BC177	Thomas Hogg Public Toilet Upgrade		Operating Expenses			(4,761)	(4,761)
	131201010	ROADC - Roads to Recovery Grant GEN		Capital Revenue		71,797		67,036
	R2R324	Piesseville - Tarwonga Road - Renewal (Local) (R2R)		Capital Expenses			(71,797)	(4,761)
					-	257,256	- 262,017	- 4,761

KEY INFORMATION

Project Progress	
Complete	●
On Track	●
Off Track	●
In Trouble	●

Value of Original Budget of Completed Projects:	\$487,897.56
Value of Actuals of Completed Projects:	\$182,896.11
\$ Under / (Over) of Completed Projects:	\$305,001.45
Actual v's Budget of Completed Projects %:	37.49%

Total projects:	114
Total complete:	15
% complete:	13.16%

Item #	Project Description	Outstanding Purchase Orders	31/10/2019 2019/20 YTD Actual	Total Expenditure	Responsible Officer	Project Progress	2019												2020						Comment																										
							July				August				September				October				November				December				January		February		March		April		May		June										
							1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28		4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27
Governance																																																			
1	DRS airconditioner	-	-	-	Azhar Awang	●																																													
2	Building renovations administration	-	-	-	Frank Ludovico	●																																													
Law, Order & Public Safety																																																			
3	Fire shed (Highbury)	-	-	-	Dale Stewart	●																																													
4	Lifting ramp, Ranger vehicle (for animals up to 50kg, average 8-10 per week)	-	-	-	Azhar Awang	●																																													
5	CCTV - additional cameras	-	-	-	Frank Ludovico	●																																													
Education & Welfare																																																			
6	Homecare kitchen upgrade	1,986.97	3,446.39	5,433.36	Frank Ludovico	●																																													
7	Purchase & trade in of 009NGN Camry Altise	-	-	-	Frank Ludovico	●																																													
8	Purchase & trade in of CATS car	-	-	-	Frank Ludovico	●																																													
9	Accessibility Access upgrades CBD	-	-	-	Azhar Awang	●																																													
Community Amenities																																																			
10	Remediation works at Highbury landfill post closure management plan	-	-	-	Azhar Awang	●																																													
11	Crib Room for contractor - Landfill site (contract agreement)	1,467.00	1,791.19	3,258.19	Azhar Awang	●																																													
12	Bin surrounds x 20 & installation	13,561.45	-	13,561.45	Torre Evans	●																																													
13	Railway Dam Storm water erosion and catchment analysis	-	-	-	Torre Evans	●																																													
14	Plant acquisition - EMDRS vehicle changeovers 1	-	37,238.73	37,238.73	Torre Evans	●																																													
15	Plant acquisition - EMDRS vehicle changeovers 2	-	-	-	Torre Evans	●																																													
16	Plant acquisition - EMDRS vehicle changeovers 3	-	-	-	Torre Evans	●																																													
17	Smith St Public Toilets Capital	-	-	-	Azhar Awang	●																																													
18	Harris St (toilets - repair or replace privacy screen wall)	-	-	-	Azhar Awang	●																																													
19	Clayton Road (Hawks) public toilet upgrade	581.82	-	581.82	Azhar Awang	●																																													
20	Memorial Park Toilet	112,471.63	5,605.90	118,077.53	Azhar Awang	●																																													
21	Cemetery upgrade	-	7,292.80	7,292.80	Torre Evans	●																																													
22	Sealing of roads, kerbing, draining, removal of fencing and landscaping	-	-	-	Torre Evans	●																																													
23	CBD Design - Colour palette & signage	-	-	-	Azhar Awang	●																																													
24	CBD Interpretive Signage Project - stage 2	-	-	-	Azhar Awang	●																																													
25	Memorial Park furniture & BBQ bubbler	-	-	-	Torre Evans	●																																													
26	Gnarojin Park Aboriginal cultural heritage management plan	-	-	-	Azhar Awang	●																																													
27	Gnarojin Park electrical design	-	-	-	Azhar Awang	●																																													
28	Gnarojin Park landscape design	-	-	-	Azhar Awang	●																																													
29	Gnarojin Park Hydrology report	-	-	-	Torre Evans	●																																													
Recreation & Culture																																																			
29	Rigging assessment at Town Hall	2,000.00	-	-	Azhar Awang	●																																													
30	Photography exhibition	-	-	-	Dale Stewart	●																																													
31	Annual Subsidy ARTS Narrogin	-	48,000.00	48,000.00	Azhar Awang	●																																													
32	Town Hall Airconditioner - Humidifier for Art Collection	-	352.50	352.50	Azhar Awang	●																																													
33	Town hall complex - fire alarm system service and repair -upgrade	2,200.00	3,874.00	6,074.00	Azhar Awang	●																																													
34	John Higgins function centre air con	2,386.36	18,053.63	20,439.99	Azhar Awang	●																																													
35	Nomans Hall play equipment	-	5,298.64	5,298.64	Torre Evans	●																																													
36	Narrogin Town Hall Tressle tables and chairs	-	-	-	Azhar Awang	●																																													
37	Fire hydrant 5yr overhaul, repairs & hose reel replacements -NRLC	-	-	-	Azhar Awang	●																																													
38	NRLC Squash court Air con - cooling	-	5,871.00	5,871.00	Azhar Awang	●																																													
39	Height safety roof system - YMCA Leisure Centre	-	-	-	Azhar Awang	●																																													
40	YMCA electronic board replacement	-	2,020.73	2,020.73	Dale Stewart	●																																													
41	LED Promotional Sign Board	-	2,020.73	2,020.73	Torre Evans	●																																													
42	NRLC Building Management System	-	2,020.73	2,020.73	Azhar Awang	●																																													
43	Roller doors Croquet Club	-	-	-	Dale Stewart	●																																													
44	Foxes Lair signage 2018/19	-	-	-	Azhar Awang	●																																													
45	McKenzie Park - Install shade shelter & seating	-	11,230.50	11,230.50	Azhar Awang	●																																													
46	Highbury tennis resurfacing	-	-	-	Azhar Awang	●																																													
47	Yilliminning Rock camping area (3 shelters, BBQ, seating, signage, cement slab, cleaning)	-	-	-	Azhar Awang	●																																													
48	Wilbur Park (Highbury) upgrade - supply and install gazebo	-	-	-	Azhar Awang	●																																													
49	Street/Park furniture	-	-	-	Torre Evans	●																																													
50	Clayton Road storm water catchment Hydrology Report	-	-	-	Torre Evans	●																																													
51	Library (replace remaining windows from glass to laminated glass/plastic)	-	-	-	Azhar Awang	●																																													
52	Library refurbishment and expansion plan - Stage 2	-	-	-	Frank Ludovico	●																																													
53	CCTV Installation old Courthouse museum	-	6,988.00	6,988.00	Azhar Awang	●																																													
54	Assessment of locomotives	-	-	-	Azhar Awang	●																																													
55	Adaptive Reuse Strategy Railway Station and Goods Shed	-	6,150.00	6,150.00	Azhar Awang	●																																													

**Shire of Narrogin
Strategic Projects 2019/20**

For the Period Ended 30 September 2019

Project Progress	
Complete	●
On Track	●
Off Track	●
In Trouble	●

Value of Original Budget of Completed Projects:	\$487,897.56
Value of Actuals of Completed Projects:	\$182,896.11
\$ Under / (Over) of Completed Projects:	\$305,001.45
Actual v's Budget of Completed Projects %:	37.49%

Total projects:	114
Total complete:	15
% complete:	13.16%

Item #	Project Description	Outstanding Purchase Orders	31/10/2019	Total Expenditure	Responsible Officer	2019												2020						Comment
			2019/20 YTD Actual			July	August	September	October	November	December	January	February	March	April	May	June							
						1 8 15 22 29	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	2 9 16 23 30	6 13 20 27	3 10 17 24	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22							
109	Economic Development Strategy Other Property & Services	-	-	-	Dale Stewart																			
110	Plant acquisition - CEO vehicle changeover	-	-	-	Torre Evans																			
111	Plant acquisition - EMCCS vehicle changeover 1	-	-	-	Torre Evans																			
112	Plant acquisition - EMCCS vehicle changeover 2	-	-	-	Torre Evans																			
113	Plant acquisition - EMCCS vehicle changeover 3	-	-	-	Torre Evans																			
114	Plant acquisition - asx (MF) vehicle changeover	-	-	-	Torre Evans																			
		1,485,390.76	440,899.86	1,924,290.62																				
			357,738.04	Capital Expenditure																				
			83,161.82	Operational Expenditure																				
			\$ 440,899.86	Total YTD Actual																				

357,738.04	Capital Expenditure
83,161.82	Operational Expenditure
\$ 440,899.86	Total YTD Actual

10.3.3 REQUEST FOR RATES EXEMPTION – FOUNDATION HOUSING 56 LOCK STREET, NARROGIN WA

File Reference	A266100, A226200, A337028, A337029, A337030, A337031, A337032, A337033, A337034, A337035
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	4 November 2019
Author	Karen Oborn – Manager Finance
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	<ol style="list-style-type: none"> Head lease between Agreement Foundation Housing and Alliance Housing. ATO Notification of the Charitable Status of the Housing Association.

Summary

Foundation Housing have submitted a request to Council, to have the rates, for the units at 56 Lock Street Narrogin WA, exempted, as they are a charity providing low cost social housing.

Background

Some time ago, Foundation Housing submitted a request to Council, seeking to exempt the rates for the units at 56 Lock Street Narrogin WA, as Foundation Housing are a registered charity providing low cost social housing. There are 10 units at 56 Lock Street Narrogin WA. The rates for the 2019/20 year are \$15,282.36 and \$771.76 in instalment fees (total \$16,054.12).

Assessment Number	19/20 Rates Levied	House Number.	Street	Owner Name
A266100	\$1,694.83	56	Lock	Foundation Housing Limited
A266200	\$1,694.83	56	Lock	Foundation Housing Limited
A337028	\$1,694.83	56	Lock	Foundation Housing Limited
A337029	\$1,545.80	56	Lock	Foundation Housing Limited
A337030	\$1,545.80	56	Lock	Foundation Housing Limited
A337031	\$1,545.80	56	Lock	Foundation Housing Limited
A337032	\$1,545.80	56	Lock	Foundation Housing Limited
A337033	\$1,545.80	56	Lock	Foundation Housing Limited

A337034	\$1,545.80	56	Lock	Foundation Housing Limited
A337035	\$1,694.83	56	Lock	Foundation Housing Limited
Total	\$16,054.12			

The first 2 instalments for 2019/20 have been paid. Rates for 2018/19, totalling \$9,255.03 have also been paid.

Comment

Foundation Housing have supplied the Shire with a copy of their lease agreement and notice of their charitable status from the Australian Taxation Office (ATO). The purpose of the lease agreement is to formalise an arrangement with Alliance Housing to collect the rental income on the properties. Foundation Housing (the owners of the properties) is responsible for all tenancy management issues and ongoing maintenance costs and expenditure.

As per Foundation Housing's constitution, their objectives are to relieve housing related poverty, as well as provide and manage reasonable quality, secure and affordable housing, for people on a low to moderate incomes, that may have difficulty in accessing private market accommodation. In addition, two of the properties are specifically designed to accommodate applicants with disabilities. The rentals are set at 74.9% of the properties market value rental income.

The discounted market rent amounts are set by the ATO. However, Foundation Housing regularly review regional rents and, if the ATO benchmarking is not a true reflection of the current market, Foundation Housing can revise them. Provided, they supply documentation that supports any new rent benchmarking that they have carried out, then the ATO accepts the revision.

All rental applicants are from the Department of Communities' approved waitlist and Foundation Housing also work with local community organisations, to fill the properties. To date, Foundation Housing have tenanted properties by working with organisations such as: Rainbow Women's Refuge, Accessibility, Home and Community Care, Aboriginal Health.

Currently Foundation Housing have two vacancies and have accepted an applicant from Squared Away. Hence, tenants will be moving into one unit shortly. Foundation Housing also have an application for the second unit, which is currently being processed, for an applicant from Accessibility.

Section 6.26 of the Local Government Act 1995 provides for rate exemptions based on exclusive charitable uses;

6.26. Rateable land

- (1) Except as provided in this section all land within a district is rateable land.
- (2) The following land is not rateable land -
 - (g) land used exclusively for charitable purposes.

In addition, is not uncommon for Councils to waive rates that have been imposed on properties used by community organisations and sporting and recreational groups. Section 6.47 of the Local Government Act 1995 allows Council to resolve to waive rates;

6.47. Concessions

Subject to the Rates and Charges (Rebates and Deferments) Act 1992, a local government may at the time of imposing a rate or service charge or at a later date resolve to waive a rate or service charge or resolve to grant other concessions in relation to a rate or service charge.

** Absolute majority required.*

A 'Charitable purpose' has a special legal meaning, developed over the years by the courts and parliament. The courts have recognised many different charitable purposes, and as society changes new charitable purposes are accepted.

The Charities Act 2013 (Commonwealth) lists twelve charitable purposes [including]:

- advancing social or public welfare;
- other similar purposes 'beneficial to the general public' (a general category).

Foundation Housing have supplied all the requested supporting documentation for their application and based on the internal assessment by Shire Administration, meets all the criteria for a rate exemption. This assessment is based on the WALGA "Rates and Charitable Land Use Exemption Applications – Best Practice Guideline" which have been developed in consultation with the WA Rates Officer's Association.

Should the application be declined, Foundation Housing has the option to take this matter to the State Administrative Tribunal (SAT).

Consultation

- Chief Executive Officer.
- Executive Manager Corporate and Community Services.
- Rates Officer.

Statutory Environment

Section 6.26 (2)(g) of the Local Government Act 1995 relates.

Policy Implications

Nil

Financial Implications

If the application is approved from the date of application (1 November 2018), the financial impact resulting from the 2018/2019 financial year will be \$9,255.03 and the impact to the 2019/2020 financial year will be \$16,054.12, totalling \$25,309.15.

If approved, the rates exemption will reduce the Council's budgeted revenue by \$25,309.15. The effect of this will be considered in Council's Annual Budget review.

If approved by Council, the Administration will include the properties in the Shire's Register of Exempt Rates and review their status on an annual basis for continuing exemption.

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. 2.2.1 Support the provision of community security services and facilities.

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.015

Moved: Cr Seale Seconded: Cr Wiese

That Council, approve Foundation Housing's request to have the rates imposed on the units at 56 Lock Street Narrogin WA assessments A266100, A226200, A337028, A337029, A337030, A337031, A337032, A337033, A337034, A337035, exempt from the date of their application (1 November 2018), as they are a registered charity providing low cost social housing.

CARRIED 7/1

Shire President Ballard voted against the recommendation

Head Lease Agreement

Foundation Housing Ltd (ACN 115 629 662)
Alliance Housing (ABN 20473599123)

Head Lease Agreement

Details	3
General	4
1. Defined terms and interpretation	4
1.1 Defined terms	4
1.2 Interpretation	7
2. Lease of Premises	8
2.1 Head Leases of Premises	8
2.2 Term of Head Leases	9
2.3 Sub-Leases	9
3. Dealings with Premises	9
4. Tenancy management	9
4.1 General	9
5. Management of Premises	10
5.1 Management of Premises	10
5.2 Payment of Property Expenses	10
5.3 Alterations	10
5.4 Access	10
6. Maintenance of Premises	10
6.1 Maintenance	10
6.2 Major Maintenance	11
6.3 Maintenance records and inspections	12
7. Financial management and budgets	12
8. Records and information	13
9. Reporting requirements	13
10. Insurance and indemnity	13
10.1 Insurance	13
10.2 Indemnity	15
11. Privacy	15
12. Compliance with requirements of this Agreement	15
13. Termination of this Agreement	16
14. Effect of termination of this Agreement	17
15. GST	19
15.1 Defined Terms	19
15.2 GST Free Supplies	19
15.3 Taxable Supplies	19

16. Warranties regarding capacity and status	20
17. Prior agreements between the Parties	20
18. Variation and amendment	20
18.1 Variations to the Agreement	20
18.2 Change in Law	20
19. Notices	20
19.1 Service of Notices	20
19.2 Effective on receipt	20
20. Confidentiality	21
21. Disputes and arbitration	21
21.1 Resolution and mediation	21
21.2 Continued Performance	22
22. Assignment and Change of Control	22
23. Severability	22
24. Costs	22
25. Waiver	22
26. Representations and warranties	22
27. Force Majeure	23
28. Survival	23
Schedule A	24
Signing page	25

Details

Date

Parties

Name	Foundation Housing Ltd ACN 115 629 662
Short form name	Foundation Housing
Notice details	297 Vincent Street, Leederville, Western Australia
Contact details	Kathleen Gregory (Chief Executive Officer)

Name	Bunbury Housing Association Inc (trading as Alliance Housing WA)
Short form name	Alliance Housing
Notice details	Unit 2/93 Albert Road , Bunbury Western Australia 6230
Contact details	Mike Bateman (Chief Executive Officer)

General

1. Defined terms and interpretation

1.1 Defined terms

In this document:

Adverse Risk Event means an event which is likely to have or has had a material adverse effect on:

- (a) Foundation Housing's material rights or remedies under this Agreement or any other legal agreement between the Parties;
- (a) the ability of Alliance Housing to observe or perform its obligations under this Agreement or any other legal agreement between the Parties; or
- (b) the assets, operations, condition (financial or otherwise) or business of Alliance Housing,

regardless of whether the event relates to Premises, or the operations or business of Alliance Housing the subject of this Agreement or any other legal agreement between the Parties.

Advisers means:

- (a) the financial, legal or other technical advisers of a Party; and
- (c) the respective officers and employees of those financial, legal or other technical advisers.

Agreement means this agreement.

Applicant means an Eligible Person who has applied for Social Housing

Bond Administrator has the meaning in the RT Act.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks in Western Australia are open for general banking business.

Change in Law means the amendment, coming into effect or implementation after the date of this Agreement of:

- (a) a Legislative Requirement, other than any Legislative Requirement which on the date of this Agreement has been published; or
- (d) any applicable judgement of a relevant court of law which changes a binding precedent.

Change of Control means, in respect of Alliance Housing, an event occurs which results in a change in the Control of Alliance Housing (from that prevailing at the date of this Agreement) which, in the reasonable opinion of Foundation Housing, represents a reputational or competency risk to Alliance Housing.

Common Areas means all those parts of the Land that are intended for use by the public or for use in common by Tenants of the Premises in connection with the use of the Premises, and includes all stairways, escalators, elevators, paths and walkways, traffic ways, parking areas and gardens intended for any such use;

Community Housing means Affordable Housing and/or Social Housing owned or otherwise under the legal control of a Community Housing Organisation.

Community Housing Organisation means any not-for-profit organisation incorporated under a Law of the Commonwealth of Australia or the State of Western Australia, or a Local Government, whose primary objective is to provide Affordable Housing or Social Housing to Eligible Persons on the Joint Wait List and is registered with Foundation Housing for that purpose.

Contractor means any appropriately licensed and qualified builder, tradesperson, consultant or other professional engaged by Alliance Housing for the purpose of carrying out and completing any works, including Maintenance, relating to the Premises.

Control means:

- (a) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting; or
- (c) having a relevant interest (as defined in Section 608 of the Corporation Act 2001 (Cth)) in more than 20% of the securities (as defined in the Corporation Act 2001 (Cth)),

of an entity.

Corporation means a corporation as defined in the *Corporations Act 2001* (Cth) as amended.

Eligible Person means a person who meets the Public Housing eligibility criteria as set out in the relevant Policy.

Essential Fixtures means any item or items affixed or additions or modifications to the Premises, including but not limited to, hot water systems, ovens, stoves and floor coverings that Foundation Housing determines are essential to ensuring that the Premises are suitable for the purposes for which they have been provided.

Force Majeure means an act of God, strike, lockout, insurrection, civil commotion, lightning, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or lines of pipe, governmental restraint, embargoes, inability to obtain or delay in obtaining equipment or transport and other cause, whether of the kind enumerated in this definition or otherwise, which is beyond the control of the Parties.

Governmental Agency means, in respect of the relevant sovereign state, any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible Minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of Government, whether Federal, State, Territorial or local, statutory or otherwise, anywhere in the world.

GST has the meaning contained in the GST Act and includes any tax, penalty, fine, interest or other charge relating to any GST payable on supplies made pursuant to this Agreement, and any amount payable by a Governmental Agency as a notional liability for GST.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the *A New Tax System (Goods and Services Tax) Regulations 1999* (Cth).

Head Lease means the lease of the Premises from Foundation Housing to Alliance Housing on and subject to the terms and conditions set out in this Agreement.

Head Lease Commencement Date means, the date of execution of this Agreement of such other date specified in Schedule A.

Head Lease Term means the period specified in Schedule A, including any period of holding over.

Insolvency Event means any one or combination of the following or any event or circumstance analogous to the following:

- (a) Alliance Housing disposes of the whole or any part of its operations or business other than in the ordinary course of business;
- (b) Alliance Housing ceases to carry on business;
- (c) Alliance Housing ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of Alliance Housing's assets, operations or business;
- (e) any step is taken to enter into any arrangement between Alliance Housing and its creditors, without the prior written consent of Foundation Housing; and
- (f) any step is taken to appoint an Administrator.

Insurance Policies means the insurances referred to in clause 10.

Joint Wait List means the list of Eligible Persons maintained by Alliance Housing and includes persons referred by or entered onto the list by a Community Housing Organisation to form a common Community Housing wait list.

Law includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling, by-law, town planning scheme or guideline of any Governmental Agency.

Legislative Requirement includes any:

- (a) Law;
- (b) certificate, licence, consent, permit, approval and requirement of any Governmental Agency;
- (c) fees and charges payable in connection with the foregoing.

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred and **Losses** has the same meaning.

Maintenance means any works for the maintenance, repair, refurbishment or improvement of the Premises, including Major Maintenance but excluding fair wear and tear.

Maintenance Register has the meaning given to that term by clause 6.3(b).

Major Maintenance means major repairs or replacement of essential structures and service infrastructure relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability of the Premises, including but not limited to: floors; concrete slabs; masonry; roof coverings; roof plumbing; roof structure; footings and foundations; outer walls (but not windows, doorframes and door furniture); ceilings; sewerage, drainage and water supply (but not taps and other visible water fittings); and gas and electrical supply infrastructure (but not gas taps, electrical wall sockets and other visible electrical or gas fittings).

Organisation's Obligations means all of the covenants, agreements and obligations contained or implied in this Agreement, and on the part of Alliance Housing to be observed and performed.

Parties means Foundation Housing and Alliance Housing and **Party** means either Foundation Housing or Alliance Housing.

Premises means the properties specified (or deemed specified) in Schedule A..

Property Condition Report means the Report prepared by Alliance Housing following an inspection of the Premises in accordance with clause 6.3(a).

Records mean any record, plan, document, budget, statement or policy (electronic or otherwise), which Alliance Housing is required to keep, including:

- (a) any record that is required for compliance with the Policies; and
- (b) any other records set out in or required for compliance with the terms of this Agreement.

RT Act means the *Residential Tenancies Act 1987* (WA).

Social Housing means housing that must be leased to Eligible Persons in accordance with the relevant Policies.

Sub-Lease means, in respect of each Premises, the sub-lease, whether express or implied, from Alliance Housing to an Eligible Person granting to the Eligible Person a right to occupy those Premises, or part thereof, whether exclusively or otherwise in accordance with the terms of this Agreement.

Tenancy means each and every tenancy (legal or equitable) the subject of a Sub-Lease and **Tenancies** has a corresponding meaning.

Tenancy Agreement means any written Sub-Lease.

Tenancy Records has the meaning given to that term by clause 8..

Tenant means, in relation to each Premises, the Eligible Person to whom Alliance Housing has sublet the Premises under the Sub-Lease for those Premises from time to time and **Tenants** has the corresponding meaning.

Utility Charges means, in respect of each Sub-Lease of Premises, if the Tenant does not pay directly to the relevant public utility service provider the charges for public utility services actually consumed by the Tenant at the Premises, any amounts which are collected by Alliance Housing from the Tenant under their Sub-Lease on account of those public utility services.

1.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) a reference to persons include Corporations;
- (d) a reference to a clause or Schedule is to a clause in or Schedule to this Agreement;
- (e) a reference to currency is to Australian currency unless otherwise stated;
- (f) a reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances,

- by-laws, regulations, and other statutory instruments issued thereunder for the time being in force and having jurisdiction in Western Australia;
- (g) where the day on which or by which any act, matter or thing is to be done under this Agreement is not a Business Day, that act, matter or thing will be done on the immediately following Business Day;
 - (h) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in that Act;
 - (i) the meaning of general words is not limited by specific examples introduced by including 'for example' or similar expressions;
 - (j) this Agreement is to be interpreted, applied and will take effect as a contract made in Western Australia;
 - (k) the contents of the Schedules to this Agreement are hereby deemed to be provisions of this Agreement and are enforceable in accordance with their terms;
 - (l) the Parties must at all times observe, conform and comply with the provisions of all applicable Law of the Commonwealth of Australia, the State of Western Australia and any relevant Local Government as amended from time to time which is binding on them;
 - (m) to the extent that any applicable law, legislative provision, rule, regulations or by-law referred to is inconsistent with this Agreement and it cannot lawfully be contracted out of, the former will prevail to the extent of the inconsistency;
 - (n) nothing in this Agreement is to be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association or agency for any purpose;
 - (o) the rights and obligations of the Parties are neither joint nor joint and several;
 - (p) subject to its provisions, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns who become Parties under the terms of this Agreement;
 - (q) the Agreement will apply to all Premises; and
 - (r) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

2. Lease of Premises

2.1 Head Leases of Premises

- (a) Foundation Housing shall lease to Alliance Housing and Alliance Housing shall take on lease of each of the Premises specified in Schedule A for the Head Lease Term in consideration of the payment of one peppercorn rent and otherwise on and subject to the terms and conditions set out in this Agreement.
- (b) For the avoidance of doubt, Foundation Housing remains the owner of all Premises and Alliance Housing is not entitled to claim any interest therein under the terms of this Agreement under any circumstances, except as lessee under the Head Lease.

2.2 Term of Head Leases

- (a) The Head Lease shall be for the Head Lease Term commencing on the Head Lease Commencement Date.

2.3 Sub-Leases

- (a) Alliance Housing shall sublet all of the Premises to Eligible Persons on the terms and conditions set out in this Agreement.
- (b) Alliance Housing must, as soon as possible after the Head Lease Commencement Date, use best endeavours to sub-let those Premises to an Eligible Person otherwise on the terms and conditions set out in this Agreement.
- (c) If the Sub-Lease for the Premises is subject to the RT Act, Alliance Housing must ensure that the Sub-Lease complies with the RT Act.
- (d) Alliance Housing must ensure that the Sub-Lease for each Premises includes the following provisions:
 - (i) the Sub-Lease must automatically terminate if the Head Lease of that Premises determines for any reason, including by surrender;
 - (ii) Alliance Housing may access the Premises (such right to be exercised in accordance with the provisions of the RT Act) in order to fulfil any of its obligations under this Agreement; and
- (e) The covenants and agreements on the part of any Tenant in any Sub-Lease shall be deemed to be supplementary to Alliance Housing's Obligations and shall not in any way relieve Alliance Housing from liability to comply with any of Alliance Housing's Obligations.

3. Dealings with Premises

Alliance Housing must not sell, assign, transfer, dispose of, surrender, let, lease, sublease, mortgage, charge, encumber, part with possession of or otherwise deal with its estate or interest in any of the Premises, Head Leases or Sub-Leases, or any part thereof, other than in accordance with the terms of this Agreement.

4. Tenancy management

4.1 General

- (a) Alliance Housing must not:
 - (i) let or sub-let or part with possession of any of the Premises other than in accordance with the terms of this Agreement; or
 - (ii) contract-out the management of the Tenancies to a third party,unless otherwise agreed in writing by Foundation Housing, in its sole and absolute discretion.
- (b) Alliance Housing must ensure that its Tenancy Agreements and tenancy management practices comply with the relevant provisions of the RT Act at all times.
- (c) The Parties agree that if there is any inconsistency between Alliance Housing's Obligations under this Agreement and Alliance Housing's Obligations under the RT Act then the RT Act will prevail.

5. Management of Premises

5.1 Management of Premises

- (a) Alliance Housing agrees to manage and maintain the Premises in accordance with this Agreement from the Head Lease Commencement Date for such Premises for the duration of the Head Lease Term.
- (b) Without limiting the foregoing Alliance Housing must manage all incidents relating to the Premises, their grounds, Common Property and the services (utilities) provided to them which arise during the Head Lease Term.

5.2 Payment of Property Expenses

- (a) Alliance Housing must pay all costs and expenses associated with the management of the Premises, including without limitation all rates, taxes and charges levied by any Governmental Agency, including Local Government rates, water rates and land tax.

5.3 Alterations

- (a) If the need for structural alterations or additions will take place as a result of Major Maintenance, Alliance Housing may only initiate and carry out structural alterations or additions to the Premises with the prior written consent of Foundation Housing (not to be unreasonably withheld).
- (b) Alliance Housing must obtain all necessary approvals from all Governmental Agencies prior to making any alterations or additions approved by Foundation Housing under clause 5.3a and must comply with the relevant Law.
- (c) Upon the expiration or earlier termination of this Agreement, Foundation Housing may require Alliance Housing at its own cost to remove any structural additions or alterations made by it to the Premises, make good any damage caused and return the Premises to their original condition.
- (d) In the event Foundation Housing is required to undertake any works referred to in clause 5.3 c), Alliance Housing must on demand reimburse Foundation Housing for any costs it incurs unless otherwise agreed in writing.

5.4 Access

Subject to the RT Act, Foundation Housing may enter upon the Premises:

- (a) immediately in the case of any emergency;
- (b) with the consent of the Tenant of that Premises and Alliance Housing given at or immediately before the time of entry; or
- (c) for inspection at a reasonable hour specified in a notice given to the Tenant by Alliance Housing no less than 10 days in advance.

6. Maintenance of Premises

6.1 Maintenance

- (a) Alliance Housing is responsible for all Maintenance of the Premises and must:
 - (i) ensure that the Premises and essential Fixtures are maintained in a good state of repair and condition (and whether the Premises are occupied or are unoccupied), as required by this Agreement and any Law;

- (ii) ensure the Premises comply with any applicable Laws, including without limitation those relating to health, safety and buildings;
- (iii) ensure all residual current devices and smoke alarms in the Premises are:
 - (A) fully operational and comply with all applicable Laws and Policy at all times;
 - (B) maintained in good working order; and
 - (C) replaced wherever necessary and (without limiting the foregoing) in the case of any residual current devices and smoke alarms which are defective or become inoperative, within 48 hours of such defect or inoperability becoming known;
- (iv) fulfill all other obligations in relation to the Premises.
- (b) Alliance Housing must undertake a push button test of all residual current devices and test all smoke alarms in each of the dwellings in the Premises at least twice within each 365 day period.
- (c) Housing must ensure that a termite inspection of the Premises is carried out at least once each year.
- (d) Alliance Housing must obtain prior written approval from Foundation Housing before undertaking any Maintenance which will or is likely to result in any change in the configuration of the Premises.
- (e) Alliance Housing must immediately notify Foundation Housing of any building defects or suspected or reported building defects in any of the Premises and Foundation Housing must thereafter enforce for the benefit of Alliance Housing any defect liability rights or building warranty they have (if any) against third parties in relation to those Premises including any rights or benefits of Foundation Housing against the builder who constructed the dwellings on the Premises or to any maintenance entitlements or warranties with respect to any plant or equipment in or about or servicing the Premises.
- (f) Where any Maintenance:
 - (i) is the responsibility of a contractor who constructed the dwellings or any part thereof (for example but without limitation, the Maintenance relates to defects the contractor is required to rectify during a defects liability period); or
 - (ii) relates to a fixture or fitting under warranty,
 Alliance Housing must ensure that the Maintenance is undertaken by the said contractor or party giving the warranty, failing which Alliance Housing must itself undertake the Maintenance.
- (g) If Foundation Housing Authority receives an account or invoice for any fees or charges which are the responsibility of Alliance Housing under this Agreement, Foundation Housing may forward the same to Alliance Housing and Alliance Housing must make payment by the due date of the account.

6.2 Major Maintenance

If Alliance Housing considers that any Major Maintenance is required, Alliance Housing must:

- (a) give written notice to Foundation Housing of the Major Maintenance which it considers is required;
- (b) if required by Foundation Housing, provide Foundation Housing with access to the Premises so that it can inspect the defect or damage giving rise to the need for the Major Maintenance;
- (c) only undertake the said Major Maintenance after it has first obtained the prior written consent of Foundation Housing (acting reasonably) and subject to any conditions which Foundation Housing imposes on the grant of its consent.

6.3 Maintenance records and inspections

- (a) Alliance Housing must:
 - (i) undertake a comprehensive inspection of all Premises as soon as practical after the Head Lease Commencement Date for such Premises;
 - (ii) undertake a comprehensive inspection when the Premises are vacated regardless of when the last inspection was carried out, and make available a copy of the ingoing Property Condition Report to the new Tenant.
- (b) Alliance Housing must maintain a register of Premises which must include:
 - (i) a record of all Maintenance undertaken;
 - (ii) a Record of the dates on which each of the residual current devices and smoke alarms were tested in accordance with clause 6.1 (b)
 - (iii) a Record of the dates on which termite inspections were carried out in accordance with clause 6.1 c); and
 - (iv) any other information relevant to the Premises, or fitout or planned maintenance and improvements to the Premises including estimated costs, that Foundation Housing may require from time to time,
- (c) Alliance Housing must make available for inspection the Maintenance Register upon request by Foundation Housing and hand over all maintenance records to Foundation Housing on termination or expiration of this Head Lease.
- (d) Foundation Housing may inspect the Premises, provided that it has given Alliance Housing 10 Business Days' notice in respect of occupied Premises so as to enable Alliance Housing to provide adequate notification to the Tenant as required under the RT Act or any other applicable Law.

7. Financial management and budgets

- (a) Alliance Housing is responsible for all overheads such as insurance, staff and administration costs.
- (b) If Foundation Housing receives an account or invoice for any fees or charges which are the responsibility of Alliance Housing under this Agreement, Foundation Housing shall forward the same Alliance Housing and Alliance Housing must make payment by the due date of the account.
- (c) In the event Alliance Housing fails to comply with the requirements of this clause, Foundation Housing may:
 - (i) invoice Alliance Housing for any amounts due; and

- (ii) undertake debt recovery or other proceedings to recover any money due.

8. Records and information

- (a) Alliance Housing must maintain and make available all Records and any other up to date and accurate information reasonably required by Foundation Housing so that it can review Alliance Housing compliance with this Agreement, any applicable Law and all relevant Policies from time to time.

9. Reporting requirements

- (a) Alliance Housing must provide to Foundation Housing:
 - (i) evidence of current Insurance Policies that Alliance Housing must maintain under this Agreement
- (b) Foundation Housing may at any time acting reasonably direct Alliance Housing to prepare and submit a special report relating to any of its obligations under this Agreement, within a specified period of time.
- (c) Alliance Housing must provide any information requested by Foundation Housing from time to time that may be required by Foundation Housing to fulfil its reporting requirements to any State or Commonwealth department or agency.

10. Insurance and indemnity

10.1 Insurance

- (a) Alliance Housing must obtain and at all times during the term of this Agreement maintain, the following insurance coverage:
 - (i) building insurance up to the full reinstatement value with respect to the premises listed in Schedule A against All Risks including loss or damage by fire, storm, tempest, earthquake and any other applicable risk as Foundation Housing may reasonably require from time to time. Such insurance must name Foundation Housing as an additional insured with appropriate non-vitiation provisions;
 - (ii) public liability insurance with respect to the Premises and covering the legal liability of Alliance Housing, its officers, employees, agents and contractors arising out of its performance of this Agreement for an amount not less than \$20,000,000 for any one occurrence and unlimited as to the number of occurrences happening during any one 12 month period of insurance, except for products liability which can be limited in the aggregate to \$20,000,000 during any one 12 month period of insurance. The interests of Foundation Housing in the Premises must be noted on such insurance policy. Alliance Housing's public liability insurance policy must be extended to:
 - A. indemnify Foundation Housing as principal to the extent of its vicarious liability arising out of the negligent acts or omissions of Alliance Housing, its officers, employees, agents or contractors in the performance or non-performance of work or services by them in connection with this Agreement; and
 - (iii) workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981 (WA)*, including

cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of Alliance Housing. This insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers' Compensation and Injury Management Act 1981*;

- (iv) professional indemnity insurance covering the legal liability of Alliance Housing and its officers, employees, agents and contractors under this Agreement, arising out of any act, negligence, error or omission made or done by or on behalf of Alliance Housing or any of its officers, employees, agents and contractors in connection with this Agreement for a sum of \$5,000,000 for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance. Alliance Housing's professional indemnity insurance must be extended to include:
 - A. fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, or trade mark;
 - B. loss of or damage to documents and data; and
 - C. breach of Chapters 2 and 3 of the Australian Consumer Law and the Australian Consumer Law (WA);
 - (v) personal accident insurance covering persons engaged by Alliance Housing on a voluntary basis. This coverage shall provide a capital sum of not less than \$100,000 per person for death or permanent total disablement, weekly compensation entitlements up to 104 weeks for employed or self-employed persons for an amount up to 1% of the capital sum (but not exceeding in any case the normal weekly income of the person) and for unemployed persons up to \$500 per week for engagement of a housekeeper in home duties and/or child-minding (subject to medical evidence for such engagement);
 - (vi) directors' liability insurance in respect of all employees and directors of Alliance Housing;
 - (vii) motor vehicle insurance (where applicable); and
 - (viii) any other insurances reasonably required as determined by Foundation Housing from time to time.
- (b) Alliance Housing must ensure that, where applicable, its Contractors obtain and at all times during the term of this Agreement maintain, the following insurance coverage:
- (i) contract works insurance against accidental loss or damage to any Major Maintenance and such insurance must name Foundation Housing as an additional insured;
 - (ii) public liability insurance with respect to the Major Maintenance, in an amount not less than \$20,000,000 in respect of any one claim or any other reasonable amount as required by Foundation Housing;
 - (iii) professional indemnity insurance in respect of the Major Maintenance;
 - (iv) motor vehicle insurance;
 - (v) any other insurances reasonably required as determined by Foundation Housing from time to time; and
 - (vi) adequate workers compensation and common law liability insurance,

(and the insurances referred to above are together referred to as the **Insurance Policies**).

- (c) Alliance Housing must provide evidence of all current Insurance Policies required to be taken out by Alliance Housing and the Contractors upon execution of this Agreement and thereafter on an annual basis.
- (d) The adequacy and appropriateness of the Insurance Policies and the amounts of each insurance shall be reviewed at the discretion of Foundation Housing. If Foundation Housing considers an increase or amendment to the Insurance Policies is necessary, Alliance Housing must, within 10 days of receiving notice from Foundation Housing, commence negotiations to obtain or amend the Insurance Policies and as soon as practicable increase the relevant amount or, if required, effect and maintain any additional insurance policies to a level consistent with the Foundation Housing's review.
- (e) Alliance Housing must not do or permit to be done any act, matter or thing upon the Premises, or bring onto or keep anything on the Premises, where any Insurance Policy may be rendered void or voidable.
- (f) If Alliance Housing does or permits to be done any act, matter or thing which has the effect of voiding any of the Insurance Policies, Alliance Housing will be responsible for and must pay and discharge on demand any damage or loss suffered or incurred by Foundation Housing.

10.2 Indemnity

Alliance Housing must indemnify and keep indemnified Foundation Housing and its officers, employees, agents, subcontractors, visitors and assignees (in this clause referred to as those indemnified) against all Losses of any nature which those indemnified may suffer or incur in connection with this Agreement occasioned either wholly or in part by any act or omission on the part of Alliance Housing or its employees, servants, agents, contractors or any Tenants or any of the Tenant's guests or any visitors (whether invited or uninvited) to or other occupants of any Premises, except to the extent caused or contributed to by any act or omission by Foundation Housing or its employees, servants, agents, contractors or lawful visitors.

11. Privacy

Alliance Housing will comply with its obligations and responsibilities under the *Privacy Act 1988* (Cth) in relation to the collection, use and disclosure of Personal Information as defined in that Act.

12. Compliance with requirements of this Agreement

- (a) Foundation Housing may take action under this clause 12 if it reasonably believes that:
 - (i) Alliance Housing has breached or is not complying with the terms of this Agreement or any Policy;
 - (ii) Alliance Housing has made an incorrect statement or warranty to Foundation Housing in relation to any matter or matters the subject of this Agreement;
 - (iii) an Adverse Risk Event has occurred or is likely to occur, regardless of whether Foundation Housing has been notified of the Adverse Risk Event; or
 - (iv) Alliance Housing ceases or threatens to cease to carry out any of its obligations under this Agreement.

- (b) Foundation Housing may issue to Alliance Housing a notice in writing (Notice of Non-Compliance) identifying the matters required to be addressed in order to avoid termination of this Agreement and specifying a period of at least 5 Business Days in which those matters are to be addressed.
- (c) If an Adverse Risk Event has occurred or is likely occur, Foundation Housing may reduce the minimum period specified in subclause 12 (b).

13. Termination of this Agreement

- (a) Subject to clause 12, Foundation Housing may terminate this Agreement, with immediate effect, by notice in writing to Alliance Housing if Foundation Housing is satisfied that any one or more of the following has occurred:
 - (i) that a Notice of Non-Compliance has been issued to Alliance Housing under clause 12 (b) and Alliance Housing has failed to rectify such non-compliance within the period specified in the notice;
 - (ii) the CHA is terminated or the registration of Alliance Housing as a community housing organisation is terminated;
 - (iii) Alliance Housing is in breach of any Head Lease and has not complied with a Notice of Non-Compliance in respect of that breach;
 - (iv) Alliance Housing has been wound up or has otherwise ceased to exist;
 - (v) a judgment or order is obtained against Alliance Housing in any court of law and the judgment remains unsatisfied or execution is levied or issued against Alliance Housing's interest in the Premises or any of Alliance Housing's other assets;
 - (vi) a resolution is passed for the dissolution of Alliance Housing;
 - (vii) Alliance Housing suffers an Insolvency Event;
 - (viii) Alliance Housing ceases or threatens to cease to carry out any of its obligations under this Agreement;
 - (ix) Alliance Housing without the prior written consent of Foundation Housing Authority makes or attempts to make any alteration to the provisions of its memorandum or articles of association or its constitution which in the opinion of Foundation Housing might detrimentally affect the management and maintenance of the Premises (or any of them), the Tenants, or the interests of Foundation Housing under this Agreement;
 - (x) if Alliance Housing uses or applies any of the Premises or any financial or other assistance provided by Foundation Housing for the purposes set out in this Agreement, other than in accordance with this Agreement.
- (b) Foundation Housing shall not terminate this Agreement for a breach or non-compliance of this Agreement if:
 - (i) the breach or non-compliance is due to an act, omission or default by a Tenant under a Sub-Lease; and
 - (ii) Alliance Housing has used or is using reasonable endeavours to ensure that the Tenant remedies the breach or non-compliance (including but not limited to issuing a notice of default to the Tenant).

- (c) Foundation Housing is not liable for any Loss incurred by Alliance Housing or any other person or body in connection with the termination of this Agreement under clause 13(a).
- (d) Alliance Housing must pay to Foundation Housing promptly on demand Foundation Housing's proper costs, charges and expenses (including, but not limited to, legal costs, charges and expenses on a full indemnity basis) in connection with:
 - (i) exercising rights under this Agreement (or any Head Lease) including rights to take action because of Alliance Housing's default; and
 - (ii) Alliance Housing's default.
- (e) Nothing in this clause limits the rights of Foundation Housing to terminate a Head Leases consequent upon a breach of a term or condition of such Head Lease.

14. Effect of termination of this Agreement

- (a) In the event that this Agreement is terminated pursuant to clause 13:
 - (i) in relation to the Premises, the Head Lease of each Premises shall automatically terminate without the need for further notice and Alliance Housing must immediately deliver up possession of all of the Premises to Foundation Housing; and
 - (ii) in the event Alliance Housing becomes insolvent within the meaning of the *Corporations Act 2001* (Cth) and to the extent that Foundation Housing has standing to do so, Foundation Housing may make an application to a Court or any other appropriate authority for the winding up of Alliance Housing or the appointment of a liquidator, provisional liquidator or any analogous office; and
 - (iii) Alliance Housing must provide all Records and other documents relating in any way to the Tenancies to Foundation Housing.
- (b) Alliance Housing must cooperate with Foundation Housing and do all things necessary to enable Foundation Housing to exercise its rights under clause 14(a), including but not limited to facilitating the transfer of its interests and obligations under this Agreement to Foundation Housing.
- (c) Alliance Housing is not entitled to any payment or compensation consequent upon termination of this Agreement, the Head Leases or upon the delivery up of possession of the Premises to Foundation Housing.
- (d) This Agreement will come to an end (subject to earlier termination in accordance with its terms) when all of the Head Leases granted hereunder have expired or been terminated.
- (e) If this clause applies, Alliance Housing must at its own cost assign to Foundation Housing or its nominee, the benefit of all unexpired warranties or guarantees given by any contractor or manufacturers or suppliers of any materials or goods incorporated in any Maintenance or other works performed at the Premises during the term of this Agreement.
- (f) Without limiting its other obligations under this clause, Alliance Housing must at the expiration or earlier termination of this Agreement:

- (i) prepare for and conduct a handover to Foundation Housing (or to any person or entity nominated by Foundation Housing) of all information related to Eligible Persons;
 - (ii) deliver up possession of each of the Premises in good working order and at the same condition as at the Head Lease Commencement Date;
 - (iii) co-operate and work with any incoming (replacement) provider of the services the subject of this Agreement, Foundation Housing or its or their agent in good faith, meeting all reasonable requests, as required to ensure a smooth transition of the services;
 - (iv) prepare (and provide to Foundation Housing) all reports which are required to be provided under this Agreement to cover the period since the last report up to and including the date of expiration or earlier termination of this Agreement;
- (g) If any Tenant's Sub-Lease of a Premises has not expired by effluxion of time on the date of expiration or earlier termination of this Agreement or the relevant Head Lease of such Premises, Alliance Housing must (unless given a written direction to the contrary by Foundation Housing) immediately give a written notice to each such Tenant terminating their Sub-Lease in accordance with section 60(d) of the RTA, and Alliance Housing shall use its best endeavours to ensure that each Tenant vacates the Premises occupied by it and complies with its make-good obligations under their Sub-Lease and, if they fail to do so (if required by Foundation Housing), Alliance Housing shall institute proceedings against the Tenant to compel compliance with those obligations.
- (h) In relation to the security bonds collected by Alliance Housing from each Tenant under their Sub-Lease of a Premises and which have been paid to and are held by the Bond Administrator, Alliance Housing must at the expiration or earlier termination of this Agreement or the relevant Head Lease of such Premises, co-operate with Foundation Housing, or any incoming (replacement) provider of the services the subject of this Agreement:
- (i) if the Tenant does not enter into a replacement Tenancy directly with Foundation Housing or any incoming (replacement) provider of the services the subject of this Agreement, to ensure the security bond is refunded to the Tenant (subject to any deductions permitted to be made from the security bond on account of an amount(s) the Tenant is liable to pay to Alliance Housing by reason of a breach by it of a term of its Sub-Lease); or
 - (ii) if the Tenant enters into a replacement Tenancy directly with Foundation Housing or any incoming (replacement) provider of the services the subject of this Agreement, Alliance Housing must complete the bond transfer application, arrange required signatures and lodge the application to transfer the agent as detailed on the Bond Transfer Form, to arrange for the Bond Administrator to hold that security deposit for the purposes of that new tenancy agreement or, if that is not possible, for the Bond Administrator to refund that security bond (subject to any deductions permitted to be made from the security bond on account of an amount(s) the Tenant is liable to pay to Alliance Housing by reason of a breach by it of a term of its Sub-Lease) to the Tenant (or as the Tenant directs) for the purpose of the Tenant using that refund to pay a new security bond under its new tenancy agreement.

15. GST

15.1 Defined Terms

- (a) Any reference in this clause to terms defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.
- (b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one Party to another is exclusive of any GST unless indicated otherwise.

15.2 GST Free Supplies

The Parties acknowledge and agree that the lease of the Premises specified in Schedule A by Foundation Housing to Alliance Housing under this Agreement is a GST free supply under section 38-250(1) or section 38-250(2) of the GST Act.

15.3 Taxable Supplies

- (a) GST is payable in respect of any taxable supply made under this Agreement, including the supply referred to in clause 15.2 to the extent that it is not a GST free supply.
- (b) In respect of any taxable supply made under this Agreement for which:
 - (i) the consideration attributable to that taxable supply is exclusive of GST, the recipient must pay to the supplier the amount equal to the GST liability on that taxable supply at the same time as the recipient is required to pay the consideration for that taxable supply to the supplier under this Agreement. The GST liability for that taxable supply is the amount equal to the rate of GST multiplied by the consideration attributable to the taxable supply made by the supplier to the recipient; or
 - (ii) the consideration attributable to that taxable supply is inclusive of GST, the recipient is only required to pay to the supplier the consideration for that taxable supply by the time required under this Agreement. The GST liability for that taxable supply is the amount determined in accordance with the GST Act.
- (c) If one of the Parties (**Paying Party**) is required to reimburse or make a payment to the other Party (**Receiving Party**) under or in connection with this Agreement that is referable to a cost, expense or other amount (**Amount**) paid or incurred by the Receiving Party, the amount of the reimbursement or payment to be made by the Paying Party will be net of any input tax credits which may be claimed by the Receiving Party or by the representative member of the GST group in which the Receiving Party is a member in relation to the Amount.
- (d) The supplier must issue:
 - (i) a tax invoice to the recipient of any taxable supply in respect of that taxable supply at the time the recipient pays the consideration for the taxable supply; and
 - (ii) any relevant adjustment note to the recipient of a taxable supply in respect of any adjustment that arises from an adjustment event relating to that taxable supply.
- (e) If there is an adjustment event which occurs in respect of a supply made under or in connection with this Agreement, the GST liability for that supply must be recalculated in accordance with clause 15.3(b) above having regard to the adjustment event and where applicable, an appropriate payment on account of the adjusted GST liability is to be made between the Parties.

16. Warranties regarding capacity and status

Each of the Parties to this Agreement represent and warrant that each of the following statements is true and accurate as the date of this Agreement:

- (a) the Party is (where applicable) validly existing under the Law of its place of incorporation;
- (b) the Party has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (c) the Party has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement; and
- (d) the Party's obligations under this Agreement are valid and binding and enforceable against it in accordance with this Agreement.

17. Prior agreements between the Parties

This Agreement represents the entire agreement between the parties in relation to its subject matter.

18. Variation and amendment

18.1 Variations to the Agreement

Unless otherwise expressly provided, this Agreement may only be varied with the written consent of the Parties.

18.2 Change in Law

The Parties acknowledge that this Agreement may need to be varied to take into account any Change in Law.

19. Notices

19.1 Service of Notices

A notice, demand, consent, approval or communication under this Agreement (Notice) must be:

- (a) in writing, in English and signed by an authorised person; and
- (b) hand delivered, sent by prepaid post to the recipient's address for Notices specified on the Details page of this Agreement, or sent by facsimile to the recipient's facsimile number, as varied by any Notice given by the recipient to the sender.

19.2 Effective on receipt

Unless otherwise expressly provided, a Notice given in accordance with clause 19 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery; and
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

but if the delivery receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

20. Confidentiality

- (a) As from the date of this Agreement, the Parties will each regard and treat the details of this Agreement and any related deeds or other document and all other documents and information provided to or by the other as confidential except to the extent where disclosure is:
 - (i) required by Law or essential to satisfy an obligation under this Agreement;
 - (ii) made by a party to its Advisers or employees solely in order to comply with obligations or to exercise rights under this Agreement;
 - (iii) made to the Commonwealth Minister with responsibility for housing, Minister for Housing for Western Australia or the State Government of Western Australia (or any relevant department, agency or representative body or committee of those governments); or
 - (iv) to be made to a third party to whom the Parties are reasonably satisfied disclosure is required, the Parties have consented to the disclosure and any such third party has first provided confidentiality undertakings in a form reasonably required by any one or more of the Parties.
- (b) The obligations under this clause continue indefinitely and this clause survives the termination of this Agreement.

21. Disputes and arbitration

21.1 Resolution and mediation

- (a) Any dispute between the Parties arising under or in respect of this Agreement must be dealt with in accordance with the terms of this clause.
- (b) A Party must not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in connection with this Agreement (**Dispute**) unless it has first complied with this clause.
- (c) A Party claiming that a Dispute has arisen must give written notice to the other Party to the Dispute within 5 Business Days of the Dispute first arising, giving details of the Dispute.
- (d) During the 5 Business Days after a notice is given under this clause (or longer period agreed in writing by the Parties) (**Resolution Period**) each Party must use its best efforts to resolve the Dispute, including organising meetings between its senior executives.
- (e) If the Parties cannot resolve the Dispute within the Resolution Period, either Party may elect to refer the Dispute to a mediator who is an accredited mediator with the Resolution Institute.
- (f) If the Parties cannot agree on a mediator within 5 Business Days after an election to refer the Dispute under clause 21.1 e), a mediator may be appointed by the Chairman of the Resolution Institute.
- (g) As soon as the Dispute is referred under clauses (e) or (f) above, the role of a mediator is to assist the Parties in negotiating a resolution of the Dispute. The Parties may adopt agreed rules for the conduct of the mediation, but in the absence of any such agreement, the mediation will be conducted under the rules for commercial mediations

as published as at the date of the notice of the Dispute by the Resolution Institute. A mediator may not make a binding decision on the Parties except if the Parties agree in writing.

- (h) A Party who has complied with clauses 21.1 (a) to (d) inclusive may terminate the dispute resolution process by giving written notice to the other Party at any time after the expiration of the following periods:
 - (i) if a request to refer the Dispute to a mediator is not made within 5 Business Days of the end of the Resolution Period; or
 - (ii) if the Dispute is referred to a mediator but has not been resolved by mediation within 60 days of the date of it having been referred.

21.2 Continued Performance

The Parties must to the extent it is reasonably practicable and to the extent that such performance is not directly impacted by the Dispute continue to perform their obligations under this Agreement despite the existence of a Dispute, unless the Parties otherwise agree in writing.

22. Assignment and Change of Control

- (a) Assignment by Alliance Housing of the whole or any part of this Agreement, or any Head Lease or Sub-Lease or any obligations, power or right thereunder is prohibited without the prior written consent of Foundation Housing in its sole and absolute discretion.
- (b) Alliance Housing warrants and represents to Foundation Housing that the legal and beneficial ownership of that entity is as set out in its constitution at the date of this Agreement.
- (c) Alliance Housing must not permit any Change of Control of, or change in the legal or beneficial ownership of, that entity without the prior written consent of Foundation Housing (such consent must not be unreasonably withheld).

23. Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

24. Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement and any related documents.

25. Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

26. Representations and warranties

Foundation Housing is not bound by any representations or warranties made to any third parties by Alliance Housing.

27. Force Majeure

- (a) If a Party becomes unable wholly or in part by reason of Force Majeure to carry out any of its duties or obligations under or by virtue of this Agreement:
 - (i) that Party must give prompt written notice to the other Party of the Force Majeure with reasonably full particulars thereof and of the probable (as far as is known at the time) extent to which that Party will not be able to perform or be delayed in performing such duties or obligations;
 - (ii) such duties or obligations so far as they are affected by the Force Majeure will be suspended during, but no longer than, the continuance of the Force Majeure; and
 - (iii) that Party must use all possible diligence to overcome or remove the impact or effects of the Force Majeure as soon as possible.
- (b) The requirement that any Force Majeure is to be overcome or remedied with all possible diligence does not oblige a Party to settle any strike or other labour dispute on terms it does not approve of or to contest the validity of any law, regulation or decree by way of legal proceedings.

28. Survival

- (a) Alliance Housing must keep all Records, Reports and other information it is required to keep under this Agreement for a period of 7 years after the expiration or earlier termination of this Agreement and Foundation Housing's right to inspect or audit those records also survives the expiration or earlier termination of this Agreement.

Schedule A

Land

The land situated at and known as 56-58 Lock Street Narrogin, being lots 14 and 15 on Plan 60197, the whole of the land in certificate of Title Volume 765 Folio 187.

Premises

Units 1 – 10, 56 - 58 Lock Street, Narrogin WA 6312

Head Lease Term

10 years

Head Lease Commencement Date

14 August 2017

Head Lease Expiry Date

13 August 2027

Permitted Use

Social Housing

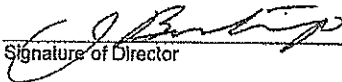
Eligible Person

A person who meets the Public Housing eligibility criteria as set out in the relevant Policy.

Signing page

EXECUTED as an agreement

Executed by Foundation Housing Ltd
(ACN 115 629 662) in accordance with
Section 127 of the Corporations Act by
authority of its directors



Signature of Director

Jo Buontempo

Name of Director (please print)



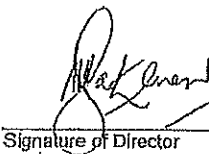
Signature of Director/Company Secretary

(Please delete as applicable)
Jeffrey Douglas Logan

Name of Director/Company Secretary (please print)

Executed by Alliance Housing WA
(ABN 20473599123) in accordance with
Section 127 of the Corporations Act by
authority of its directors





Signature of Director

MICHAEL BATEMAN.

Name of Director (please print)



Signature of Director/Company Secretary

(Please delete as applicable)
M. VERONIQUE PEDERSEN

Name of Director/Company Secretary (please print)

PO Box 3373, Albury NSW 2640



Australian Government
Australian Taxation Office

Client enquiries
Telephone: 1300 130 248

12 August 2011



BUNBURY HOUSING ASSOCIATION INC
(BUNBURY HOUSING ASSOCIATION INC)
99 VICTORIA ST
BUNBURY WA 6230

Dear Organisation Manager

**Notification of endorsement for charity tax concessions
For your information**

Enclosed is your organisation's *Notice of endorsement for charity tax concessions*.

Please note the following points.

- Your organisation's endorsement to access charity tax concessions, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at www.abn.business.gov.au
- Your organisation's endorsement is based on the information it has supplied. Your organisation is required by law to notify the Tax Office in writing if its circumstances change and it ceases to be entitled to endorsement.

! As part of our risk management approach, each year we review the status of a number of non-profit organisations. While the tax laws do not require any particular intervals between self-reviews, we recommend that your organisation conducts a yearly review. Your organisation should also carry out a review if there are major changes to its structure or operations.

! The government has announced that it will amend the 'in Australia' requirements in Division 50 of the *Income Tax Assessment Act 1997* to ensure that Parliament retains the ability to fully scrutinise those organisations seeking to pass money to overseas charities and other entities. The proposed measure will have effect from the date of Royal Assent of the amending legislation.

For more information on this proposal refer to the 2009-10 Budget, Budget Paper No. 2 available at www.budget.gov.au

For more information

We have a range of publications and services for non-profit organisations. *Income tax guide for non-profit organisations* (NAT 7967) and *Tax basics for non-profit organisations* (NAT 7966) provide details of the income tax, goods and services tax (GST) and fringe benefits tax (FBT) concessions available. Copies of these and other publications are available on the non-profit area of our website at www.ato.gov.au/nonprofit or by phoning us on 1300 130 248 between 8.00am and 6.00pm, Monday to Friday.

! You can keep up to date on key tax issues affecting the non-profit sector by subscribing to our free electronic news service. Use the subscribe link on our homepage at www.ato.gov.au making sure you tick the box next to 'Non-Profit Organisations'.

If your organisation has also applied for other endorsements you will receive separate notification.

Yours faithfully

Michael D'Ascenzo
Commissioner of Taxation and
Registrar of the Australian Business Register

CHARITY_ADVICES_928-TED-000D069-0000138



12 August 2011

Notice of endorsement for charity tax concessions

This endorsement notice has been issued to:

Name	BUNBURY HOUSING ASSOCIATION INC
Australian business number	20 473 599 123

BUNBURY HOUSING ASSOCIATION INC, a public benevolent institution, is endorsed to access the following tax concessions from the dates shown:

- Income tax exemption from 1 July 2000 under Subdivision 50-B of the *Income Tax Assessment Act 1997*.
- GST concessions from 1 July 2005 under Division 176 of *A New Tax System (Goods and Services Tax) Act 1999*.
- FBT exemption from 1 July 2005 under section 123C of the *Fringe Benefits Tax Assessment Act 1986*.

As a PBI, benefits your organisation provides to its employees are exempt from FBT where the total grossed-up value of certain fringe benefits for each employee during the FBT year is \$30,000 or less.

If the grossed-up value of benefits received by the employees of your organisation exceeds this threshold, your organisation is liable for FBT on the excess amount.

Reportable fringe benefits

If the value of certain fringe benefits provided to your organisation's employees exceeds \$2,000 in an FBT year, your organisation is required to record the grossed-up taxable value of those benefits on its employee's payment summary for the corresponding income year. This requirement applies even if your organisation is not liable to pay FBT.

Your organisation's endorsement to access charity tax concessions, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at www.abn.business.gov.au

Your organisation must notify the Tax Office in writing if it ceases to be entitled to endorsement.

Michael D'Ascenzo
Commissioner of Taxation and
Registrar of the Australian Business Register



PO Box 3373, Albury NSW 2640



Australian Government
Australian Taxation Office

Client enquiries
Telephone: 1300 130 248

12 August 2011



BUNBURY HOUSING ASSOCIATION INC
(BUNBURY HOUSING ASSOCIATION INC)
99 VICTORIA ST
BUNBURY WA 6230

Dear Organisation Manager

**Notification of endorsement as a deductible gift recipient
For your information**

Enclosed is your organisation's *Notice of endorsement as a deductible gift recipient* (DGR).

Please note the following points.

- Your organisation's endorsement as a deductible gift recipient, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at www.abn.business.gov.au
- Your organisation's endorsement is based on the information it has supplied. Your organisation is required by law to notify the Tax Office in writing if its circumstances change and it ceases to be entitled to endorsement.

❗ As part of our risk management approach, each year we review the status of a number of deductible gift recipients.

While the tax laws do not require any particular intervals between self-reviews, we recommend that your organisation conducts a yearly review.

Your organisation should also carry out a review if there are major changes to its structure or operations.

For more information

We have a range of publications and services for non-profit organisations. *GiftPack* (NAT 3132), *Income tax guide for non-profit organisations* (NAT 7967) and *Tax basics for non-profit organisations* (NAT 7966) provide details of the income tax, goods and services tax (GST) and fringe benefits tax (FBT) concessions available. Copies of these and other publications are available on the non-profit area of our website at www.ato.gov.au/nonprofit or by phoning us on 1300 130 248 between 8.00am and 6.00pm, Monday to Friday.

❗ You can keep up to date on key tax issues affecting the non-profit sector by subscribing to our free electronic news service. Use the 'Subscribe' link on our homepage at www.ato.gov.au making sure you tick the box next to 'Non-Profit Organisations'.

If your organisation has also applied for other endorsements you will receive separate notification.

Yours faithfully

Michael D'Ascenzo
Commissioner of Taxation and
Registrar of the Australian Business Register



CHARITY_ADVICES_928-GDG-000069-0100136



12 August 2011

Endorsement as a deductible gift recipient

Endorsement as a deductible gift recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is provided as detailed below.

Name	BUNBURY HOUSING ASSOCIATION INC
Australian business number	20 473 599 123
Endorsement date of effect	1 July 2001
Provision for gift deductibility	Item 1 of the table in section 30-15 of the <i>Income Tax Assessment Act 1997</i>
Item(s) in Subdivision 30-B of the <i>Income Tax Assessment Act 1997</i>	4.1.1 public benevolent institution

Your organisation's endorsement as a deductible gift recipient, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at www.abn.business.gov.au

Your organisation must notify the Tax Office in writing if it ceases to be entitled to endorsement.

Michael D'Ascenzo
Commissioner of Taxation and
Registrar of the Australian Business Register

10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

The Chief Executive Officer declared an interest as an employee of the Shire and the author of the report.

10.4.1 ANNUAL CLOSURE DURING CHRISTMAS PERIOD

File Reference	13.5.4
Disclosure of Interest	The Author has an Impartiality and Financial Interest that requires disclosure, as the matter relates to conditions of his employment (the taking of leave).
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	15 November 2019
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	

Summary

This report is presented for Council to consider the closing of the Administration Office, Works Depot, Library and Jessie House during the Christmas and New Year break as per previous years other than a rostered skeleton crew.

Background

Each year, during the Christmas and New Year break, the Shire closes its Administration Offices, Library and Jessie House/Homecare Office, and a skeleton crew operates from the Works Depot.

Comment

So that adequate notice can be given to the community, and employees can plan their holiday break, the Administration Office, Depot, Library and Jessie House/Home Care Office will be closed for Public Holidays, 25, 26 December 2019 and 1 January 2020 and three working days 27, 30 and 31 December 2019. For the three working days, employees will be required to utilise accrued leave.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9 Dec	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 Close at end of Business	25 Public Holiday	26 Public Holiday	27	28	29
30	31 Dec	1 Jan Public Holiday	2	3	4	5

Note: Homecare will continue to provide services to its clients during this period but the office will be closed to the public.

It is proposed that Senior Staff, skeleton outside crew and law enforcement presence will still be available via telephone should emergency or other essential contact require to be made.

Consultation

Dates of closure have been considered by the Shire of Narrogin Executive Management Team.

All adjoining and nearby local governments have also been contacted and all are proposing closing during these three days, with some not reopening until Monday 6 January 2020 (an additional two days closed following new year's day), requiring employees to take leave during that period.

Approved closure hours and days will be widely advertised prior to the dates ensuring that any urgent matters can be dealt with prior.

Statutory Environment

Nil

Policy Implications

Given the proposed practice has been in place for many years, the Council could consider adopting a policy on the matter to save considering it each year.

Such a policy could read as follows:

That the Administration Office, Works Depot, RW (Bob) Farr Memorial Library and Jessie House/Homecare Office operating dates during the Christmas period be closed at the end of normal business hours on Christmas Eve and reopen the day following New Year's Day, subject to the Chief Executive Officer ensuring that an emergency contact list is maintained for senior officers and key personnel and the closures being widely advertised prior.

Financial Implications

The closing of the Administration Office, Works Depot, RW (Bob) Farr Memorial Library and Jessie House/Homecare Office during a period that traditionally produces few customer enquiries or transactions makes good business sense to reduce overheads and reduce accrued leave.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation
Strategy:	4.1.1 Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2 Continue to enhance communication and transparency
Outcome:	4.2 An employer of choice
Strategy:	4.2.1 Provide a positive, desirable workplace

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 1119.016

Moved: Cr Lushey Seconded: Cr Fisher

That with respect to the administration opening hours during the Christmas period, Council:

1. Approve, subject to the Administration widely advertising the proposed changes, the Administration Office, Works Depot, RW (Bob) Farr Memorial Library and Jessie House/Homecare Office operating dates as being:

Tuesday, 24 December 2019	–	Open
Wednesday, 25 December 2019	–	Closed - Christmas Day Public Holiday
Thursday, 26 December 2019	–	Closed - Boxing Day Public Holiday
Friday, 27 December 2019	–	Closed
Monday 30 December 2019	–	Closed
Tuesday, 31 December 2019	–	Closed
Wednesday, 1 January 2020	–	Closed - New Year's Day Public Holiday
Thursday, 2 January 2020	–	Open

2. Adopt the following Policy:

That due to the low demand and the benefits of operational efficiency, during the Christmas period, the Administration Office, Works Depot, RW (Bob) Farr Memorial Library and Jessie House/Homecare Offices be closed at the end of normal business hours on Christmas Eve and reopened the next scheduled working day following New Year's Day, subject to the Chief Executive Officer ensuring that:

- a) An emergency contact list is maintained for senior officers and key personnel;
- b) The closures are widely advertised prior;
- c) Employees are required to take accrued rostered days off, time in lieu or annual leave, or alternatively leave without pay.

CARRIED 8/0

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION

Moved: Cr Wiese

Seconded: Cr Seale

That, with respect to discussion on the recommendation for the recipients of the Citizen of the Year Awards which is to remain confidential until Australia Day 2020, the meeting be closed to the public pursuant to Section 5.23(2)(a) of the Local Government Act 1995.

CARRIED 8/0

The public left the meeting at 9.08 pm and did not return.

10.4.2 CITIZEN OF THE YEAR AWARDS 2020 NOMINATIONS

File Reference	2.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	14 November 2019
Author	Loriann Bell – Administrative Support Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none">1. Recommendation of Award Recipients (Confidential – separate cover)2. Minutes of Australia Day and Honours committee 12 November 2019 (Confidential – separate cover)

Summary

Council is requested to consider the nominations received for the Australia Day Citizen of the Year Awards 2020, and to recommend a nominee from each category for recognition at the Shire of Narrogin's Australia Day Community Breakfast, to be held on Sunday 26 January 2020.

Background

The Australia Day and Honours Advisory Committee met on 12 November 2019 to review the eight nominations received. In accordance with the Terms of Reference Schedule 1.4 Honours and Awards Processes and Criteria, nominees in the following categories were recommended:

- a) Citizen of the Year;
- c) Citizen of the Year (Senior); and
- d) Active Citizenship (Event).

Comment

Eight nominations were received in two categories and the Committee recommended that two nominations be re-categorised.

A detailed summary of the nominees and their achievements are presented under a separate confidential cover.

Consultation

- Chief Executive Officer
- Australia Day and Honours Advisory Committee

Statutory Environment

Nil

Policy Implications

As part of the deliberations, the Committee has recommended a small change to its Terms of Reference to enable reconsideration of existing nominations (without having to be renominated by someone) as follows;

Clause 11 e)

From - Unsuccessful nominees may be re-nominated in future years.

To - Unsuccessful nominees may be either recommended and / or re-considered in future years.

Financial Implications

The cost of advertising the Awards program and the Awards presentation ceremony is contained within the 2019/2020 Budget GL2110801 Australia Day. The cost of the certificates is contained within the Shire's annual subscription to Auspire and the Community Citizen of the Year Awards program.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.3	Existing strong community spirit and pride is fostered, promoted and encouraged
Strategy:	2.3.2	Engage and support community groups and volunteers
Strategy:	2.3.3	Facilitate and support community events

Voting Requirements

Simple Majority

**OFFICERS' & COMMITTEE RECOMMENDATION AND COUNCIL RESOLUTION 1119.017
1 OF 2**

Moved: Cr Early Seconded: Cr Fisher

With regards to the Australia Day and Honours Advisory Committee Terms of Reference Eligibility Criteria, the Council amend Clause 11e should be amended to read "Unsuccessful nominees may be either recommended and / or re-considered in future years".

CARRIED 8/0

**OFFICERS' & COMMITTEE RECOMMENDATION AND COUNCIL RESOLUTION 1119.018
2 OF 2**

Moved: Cr Early Seconded: Cr Fisher

That Council, in relation to the nominations received for the Citizen of the Year Awards 2020, endorse the recommendations of the Australia Day and Honours Advisory Committee, as per the confidential attachment, and this remain embargoed until the announcements on Australia Day.

CARRIED 8/0

OFFICERS' RECOMMENDATION & COUNCIL RESOLUTION

Moved: Cr Fisher Seconded: Cr Broad

That the meeting be re-opened to the public.

CARRIED 8/0

9.09pm - The meeting reopened to the public.

Confidential Attachments

The recommendation herein is to remain confidential until the Citizen of the Year Awards are presented at the Australia Day Community Breakfast to be held at the Narrogin Town Hall on Sunday 26 January 2020.

11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

Nil

13. CLOSURE OF MEETING

There being no further business to discuss, the Presiding Member declared the meeting closed at 9.10 pm and pursuant to Resolution 1118.122 of 28 November 2018, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on 18 December 2019, at this same venue.



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