

*A progressive, diverse and caring community,
with access to modern services and infrastructure,
in a unique part of the world*

MINUTES

of the

Ordinary Meeting of Council

held

WEDNESDAY 19th OCTOBER 2022

Shire of Cuballing
Council Chambers
Campbell Street, Cuballing

COUNCIL MEETING PROCEDURES

1. All Council meetings are open to the public, except for matters raised by Council under “Confidential Matters”.
2. Members of the public may ask a question at an ordinary Council meeting at “Public Question Time”.
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceedings, just raise your hand when the Presiding Member announces Public Question Time.
4. All other arrangements are in accordance with the Council’s standing orders, policies and decisions of the town.

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Cuballing for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Shire of Cuballing disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person’s or legal entity’s own risk.

In particular, and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Cuballing during the course of any meeting is not intended to be and is not taken as notice or approval from the Shire of Cuballing. The Shire of Cuballing warns that anyone who has an application lodged with the Shire of Cuballing must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of that application and any conditions attaching to the decision made by the Shire of Cuballing in respect of the application.

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1. DECLARATION OF OPENING:

Cr Dowling declared the meeting open at 2.03 pm

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:

2.1.1 Attendance

Cr Eliza Dowling	President
Cr Robert Harris	Deputy President
Cr Dawson Bradford	
Cr Julie Christensen	
Cr Adrian Kowald	
Cr Pete Dowdell	
Mr Stan Scott	Chief Executive Officer
Mr Fred Steer	Deputy Chief Executive Officer
Mr Bruce Brennan	Manager of Works and Services

2.1.2 Apologies

Nil

2.1.3 Leave of Absence

Nil

3. STANDING ORDERS:

COUNCIL DECISION 2022/105 :

That Standing Orders be suspended for the duration of the meeting to allow for greater debate on items.

Moved: Cr Dowdell

Seconded: Cr Kowald

Carried 6/0

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil

4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

Nil

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

Nil

5. APPLICATIONS FOR LEAVE OF ABSENCE:

Cr Bradford requested Leave of Absence for the November 2022 Ordinary Meeting of Council

COUNCIL DECISION 2022/106:

That Council grant Cr Bradford Leave of Absence from for the November 2022 Ordinary Meeting of Council

Moved: Cr Dowdell

Seconded: Cr Christensen

Carried 6/0

6. CONFIRMATION OF MINUTES:

6.1.1 Ordinary Meeting of Council held on Wednesday 21st September 2022

COUNCIL DECISION 2022/107:

That the Minutes of the Ordinary Meeting of Council held on Wednesday 21st September 2022 be confirmed as a true record of proceedings.

Moved: Cr Kowald

Seconded: Cr Bradford

Carried 6/0

7. PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:

Nil

8. DISCLOSURE OF FINANCIAL INTEREST:

Cr Harris declared an impartiality interest in relation to Item 9.2.3 as he is a member and is on the Committee for the Cuballing Cricket Club.

Cr Dowling Declared an Impartiality Interest in relation to item 9.1.3 as she is a member of the Pony Club

9. REPORTS OF OFFICERS AND COMMITTEES:

9.1 DEPUTY CHIEF EXECUTIVE OFFICER:

9.1.1 List of Payments – September 2022

File Ref. No: NA
Disclosure of Interest: Nil
Date: 14th October 2022
Author: Nichole Gould
Attachments: 9.1.1A List of September Municipal Accounts

Summary

Council is to review payments made under delegation in September 2022.

Background – Nil

Comment

Council is provided at Attachments 9.1.1A with a list of payments made from Council's bank account during the month of September 2022.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

Options

Council may resolve:

1. the Officer's Recommendation; or
2. to not note the list of accounts.

Voting Requirements – Simple Majority

COUNCIL DECISION 2022/108:

That Council receives:

1. **the List of Accounts paid in August 2022 under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996, including payments from Council's Municipal Fund totalling \$368,602.29 included at Attachment 9.1.1A**

Moved: Cr Dowdell

Seconded: Cr Harris

Carried 6 /0

LIST OF SEPTEMBER 2022 MUNICIPAL FUND ACCOUNTS

Chq/EFT	Name	Description	Amount
01/09/2022	Police Licensing	Police Licensing Payments	132.70
02/09/2022	Police Licensing	Police Licensing Payments	109.45
05/09/2022	Police Licensing	Police Licensing Payments	2,523.55
06/09/2022	Police Licensing	Police Licensing Payments	555.20
07/09/2022	Police Licensing	Police Licensing Payments	287.70
08/09/2022	Police Licensing	Police Licensing Payments	1,354.70
12/09/2022	Police Licensing	Police Licensing Payments	4,395.15
13/09/2022	Police Licensing	Police Licensing Payments	208.90
16/09/2022	Police Licensing	Police Licensing Payments	1,401.15
19/09/2022	Police Licensing	Police Licensing Payments	811.20
20/09/2022	Police Licensing	Police Licensing Payments	238.25
21/09/2022	Police Licensing	Police Licensing Payments	487.70
23/09/2022	Police Licensing	Police Licensing Payments	1,105.15
27/09/2022	Police Licensing	Police Licensing Payments	105.30
28/09/2022	Police Licensing	Police Licensing Payments	3,194.55
29/09/2022	Police Licensing	Police Licensing Payments	6,589.85
30/09/2022	Police Licensing	Police Licensing Payments	217.40
EFT7303	Best Office Systems	Monthly photocopier charges. 2022/2023	912.51
EFT7304	Farmworks Narrogin	60 x bags rapid set Concrete	630.30
EFT7305	Kalexpress & Quality Transport	Freight Charges - Corsign Signage for Dews Road	88.28
EFT7306	Narrogin Bearing Services	2 x v belts for fuel bowser in Shire depot	25.54
EFT7307	Reinforced Concrete Pipes	28 x 1200 x 600 Box culverts with XYPEX	18,970.95
EFT7308	Stabilisation Technology Pty Ltd	Pavement design for Cuballing East road SLK 0.0 -7.13	2,288.00
EFT7309	WA Traffic Planning	Creation of Traffic Management Plan Cuballing East Road Reconstruction Works	935.00
EFT7310	Winc Australia Pty Limited	Stationery	51.48
EFT7311	AFGRI Equipment Australia Pty Ltd	4 x Snap rings 1 x Door hinge 1 x Rear mirror	263.44
EFT7312	Australia's Golden Outback	Silver Membership for 2022/23	185.00
EFT7313	Builders Registration Board Building Commission	August 2022 Building Forms	823.18
EFT7314	Cloud Payment Group	Debt Collection Services. 2022/2023	492.80
EFT7315	Department Of The Premier & Cabinet - State Law Publisher	Publication of the Shire of Cuballing Cat Local Law 2022	1,713.60
EFT7316	Dews Mini Excavations	Excavator Hire of Drainage Flood Waters Popanyinning Town Installation of one culvert	4,455.00

Chq/EFT	Name	Description	Amount
EFT7317	Derbahl	Pumping of movable toilets for Popanyinning Bonfire	940.00
EFT7318	Great Southern Fuel Supplies	Bulk Diesel Fuel Delivery	6,688.33
EFT7319	Great Southern Waste Disposal	Rubbish Removal - Household Service x 263 @ \$1.81 each	6,154.13
EFT7320	Hersey Safety Pty Ltd	5 LT Oil Containers	3,561.31
EFT7321	Landgate	Monthly Interim UV & GRV Scheduled Roll. 2022/2023	129.09
EFT7322	Local Government Professionals Australia WA	Registration for Annual State Conference	1,320.00
EFT7323	Monsterball Amusements & Hire	Amusement rides for the Cuballing Family Festival	6,490.00
EFT7324	Narrogin Bearing Services	New drill, grinder rattle gun batteries for work shop /Shire yard	2,624.00
EFT7325	Shire of Narrogin	Disposal of Kerbside Collection Waste	2,562.45
EFT7326	Shire of Pingelly	Councillor Training Pingelly - Cr Kowald - Strategic Decision Making & Oversee Local Government Asset Management	550.00
EFT7327	WA College Of Agriculture	Student Awards Sponsorship 2022	100.00
EFT7328	Westrac	Hose hydraulic area A frame	227.71
EFT7329	Zircodata Pty Ltd	Monthly Archive Storage Fees 2022/2023	16.55
EFT7330	Armadale Mower World	1 x Mey Reelmower 24TC GX 200	7,050.00
EFT7331	Cuby Roadhouse	Catering for the Cuballing's Cluster Muster Community Builders 10/08/2022	1,619.76
EFT7332	Cuby Tavern	Catering	120.00
EFT7333	E Fire and Safety	Annual inspection and service of fire extinguishers - Shire Depot	1,745.70
EFT7334	Fulton Hogan Industries Pty Ltd	5 x 1ton bulker bags of Asphalt EZ Street	3,520.00
EFT7335	Great Southern Fuel Supplies	Monthly Fuel Card for August 2022	502.45
EFT7336	Hersey Safety Pty Ltd	1 x IBC Bund with dispensing tray as	2,497.00
EFT7337	Kalexpress & Quality Transport	Freight Charges - Hersey Safety	149.41
EFT7338	Komatsu Australia Pty Limited	Repair fault with ride control Komatsu Loader - Travel and Labour	747.78
EFT7339	Limitless Promotions	Dog Registration Tags 2025, 2026, 2027 & Life time	540.00
EFT7340	Makit Narrogin Hardware	Folding Shower Chair	630.90

Chq/EFT	Name	Description	Amount
EFT7341	Narrogin Agricultural Repairs	6 x sets of Gator mower blades for ride on	432.00
EFT7342	Narrogin Freightlines	Monthly Freight Charges - RCPA Head Walls and Culverts	3,356.12
EFT7343	Narrogin Toyota & Mazda	10,000km service of Mazda CX-30	320.61
EFT7344	Parrys Narrogin	Uniforms	216.75
EFT7345	R Munns Engineering Consulting Services	Project Management RFQ Docs Pavement Design Stabilisation	3,739.62
EFT7346	StampStore	1x DF10378 Pre-inked Self inking Rubber stamp	138.50
EFT7347	Total Undercar	4 x New tyres for Prado	1,071.00
EFT7348	Winc Australia Pty Limited	Stationery	88.97
EFT7349	Cuby Tavern	Catering - Cuballing's Community Cluster Muster meeting catering Community Builders	199.00
EFT7350	Fire & Safety WA	Oliver Boot Zips x 5 - Sizes 2 x 12, 1 x 8, 1 x 10, 1 x 7 (Ladies)	891.00
EFT7351	Great Southern Fuel Supplies	Bulk Diesel Fuel Delivery	6,121.31
EFT7352	Stallion Homes	August Progress Claim for Works complete at the Cuballing Independent Living Units	49,273.73
EFT7353	Whitford Fertilisers Narrogin	Weighbridge - Waste Management - August 2022	33.00
EFT7354	Bruce Brennan	50% Reimbursement Synergy	159.39
EFT7355	Cannon Hygiene Australia Pty Ltd	Sanitary Bin Service - Twice Yearly	1,573.97
EFT7356	Edge Planning & Property	Town Planning Service in August 2022 (12 Hours)	1,755.60
EFT7357	Hancocks Home Hardware	Monthly Account - Tape Ultimate 8mm x 25mm	69.90
EFT7358	Intelife Group	Excavator Hire with Mulching head	3,575.00
EFT7359	IPEC Pty Ltd (Toll)	Freight Charges - E Fire and Safety	15.42
EFT7360	Kalexpress & Quality Transport	Freight Charges - Treblex	77.86
EFT7361	Liquorbarons	Alcohol for the Cuballing Winterball	2,673.71
EFT7362	Narrogin Pumps Solar and Spraying	Hose & Taps for Roundup Pod	282.37
EFT7363	Regional Development Australia Wheatbelt Inc	GrantGuru annual subscriptions per 3 year agreement	467.50
EFT7364	Rural Traffic Services Pty Ltd	Supply of Traffic management	10,609.28
EFT7366	Wallis Computer Solutions	Annual IT Support	39,759.06

Chq/EFT	Name	Description	Amount
EFT7367	Westrac	8,500hr Service	3,416.84
EFT7368	Winc Australia Pty Limited	1X Office Chair, 1x Whiteboard 1200x900mm, 1x Chair Mat	274.09
EFT7369	LGIS Broking	Salary Continuance	1,710.95
EFT7370	LGIS Insurance	LGIS Workcare - Workers' Compensation	96,802.51
EFT7371	Anthony Robert Steer	Reimbursement of electricity (Utilities Allowance) for the 2022/2023 year.	427.49
EFT7372	Best Office Systems	Monthly photocopier charges. 2022/2023	1,252.36
EFT7373	Elisa Alice Dowling	Reimbursement for Winter Ball Liquor Land - Alcohol	889.91
EFT7374	Giri Sequoya	Entertainment for Cuballing Family Festival	180.00
EFT7375	Old Macdonald's Travelling Farms	Old Mac's Travel Animal Farm Cuballing Family Festival	1,045.00
EFT7377	Shire of Narrogin	Disposal of Kerbside Collection Waste	1,788.02
EFT7378	Sheridan's	1x Badge	39.00
EFT7379	Westrac	Repair to Cat loader exhaust side of turbo	4,615.51
EFT7380	SLF Lawyers	Return of Deposit Paid for Purchase of Land at Auction.	1,200.00
20161	Synergy	Electricity Charges - Street Lights	705.17
20162	Synergy	Electricity Charges – Various Council Properties	2,201.99
20163	Water Corporation	Water Charges - Francis St Narrogin FI Lot Road RES OPP L63	490.78
20164	Synergy	Removal of Power Service & Meter at 74 Austral Street Cuballing	518.10
DD3227.1	inet Limited	Monthly NBN Internet Service CEO Residence	89.99
DD3233.1	Hostplus Super	Payroll deductions	834.19
DD3233.2	Aware Super Pty Ltd	Payroll deductions	5,037.59
DD3233.3	Matrix Superannuation	Superannuation contributions	195.21
DD3233.4	Australian Super	Payroll deductions	1,642.87
DD3233.5	CBUS	Superannuation contributions	519.78
DD3233.6	Colonial First State	Superannuation contributions	574.17
DD3237.1	Telstra	Mobile Charges	280.40
DD3247.1	Telstra	Phone Charges - Office Landlines	281.27
DD3252.1	Hostplus Super	Payroll deductions	831.75

Chq/EFT	Name	Description	Amount
DD3252.2	Aware Super Pty Ltd	Payroll deductions	4,698.48
DD3252.3	Matrix Superannuation	Superannuation contributions	195.21
DD3252.4	Australian Super	Payroll deductions	1,779.61
DD3252.5	CBUS	Superannuation contributions	569.66
DD3252.6	Colonial First State	Superannuation contributions	574.17
			368,602.29

9.1.2 Statement of Financial Activity

Applicant:	N/A
File Ref. No:	ADM214
Disclosure of Interest:	Nil
Date:	14 th October 2022
Author:	Fred Steer, Deputy Chief Executive Officer
Attachments:	9.1.2A Statement of Financial Activity

Summary

Council is to consider the Statement of Financial Activity for September 2022.

Background

As per the Financial Management Regulation 34 each Local Government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1) (d), for that month with the following detail

- The annual budget estimates,
- The operating revenue, operating income, and all other income and expenses,
- Any significant variations between year to date income and expenditure and the relevant budget provisions to the end of the relevant reporting period,
- Identify any significant areas where activities are not in accordance with budget estimates for the relevant reporting period,
- Provide likely financial projections to 30 June for those highlighted significant variations and their effect on the end of year result,
- Include an operating statement, and
- Any other required supporting notes.

Comment

Operating Revenue key points include.

- General Purpose Funding – Rates were raised in July 2022;
- Transport – MRWA Direct Grant amount received
- Transport – First 40% of Regional Road Group claim has been submitted;
- Transport – First 40% of the 2022/2023 Wheatbelt Secondary Freight Network claim has been submitted;
- Financial Assistance Grants – early payment of 2022/23 grant has been received;
- FESA – ESL grant funding – early payment of 2022/23 grant has been received;

Operating Expenses – The key items of variance include:

- Employee costs are underbudget due to staff leave;
- Road maintenance underbudget due to timing of major projects; and
- Capital acquisitions are underbudget – due to timing of major projects.

Detailed breakdown of material variances provided in Note 15 of the Statement of Financial Activity.

Administration Allocations have been calculated to 30th September 2022.

Depreciation expense is calculated to 30th September 2022.

Strategic Implications – Nil
Statutory Environment – Nil
Policy Implications – Nil
Financial Implications – Nil
Economic Implication – Nil
Environmental Considerations – Nil
Consultation – Nil

Options

Council may resolve:

1. the Officer's Recommendation; or
2. not to receive the Statement of Financial Activity.

Voting Requirements – Simple Majority

COUNCIL DECISION 2022/109:

That the Statement of Financial Activity, as included at Attachment 9.1.2A for the Shire of Cuballing for period ending 30th September 2022 be received.

Moved: Cr Kowald

Seconded: Cr Harris

Carried 6/0

SHIRE OF CUBALLING

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 30 September 2022

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

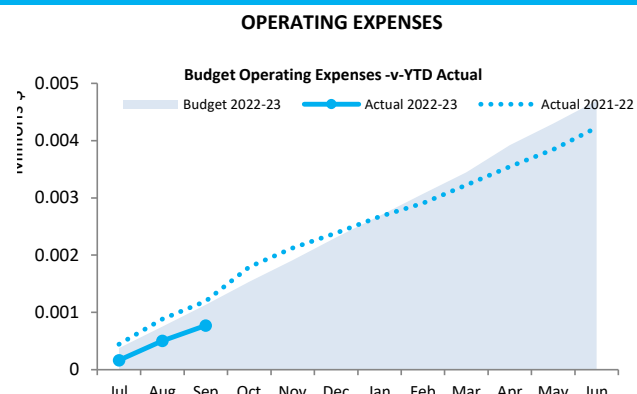
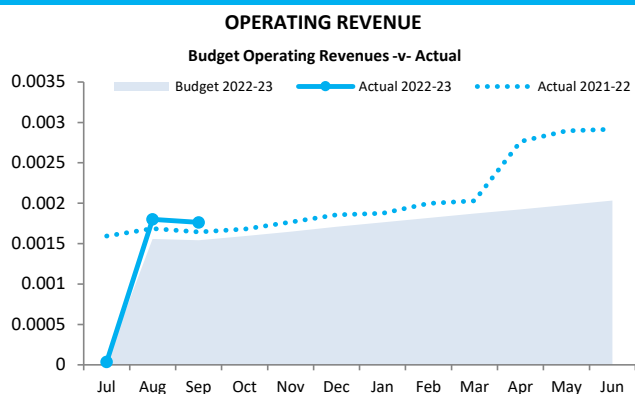
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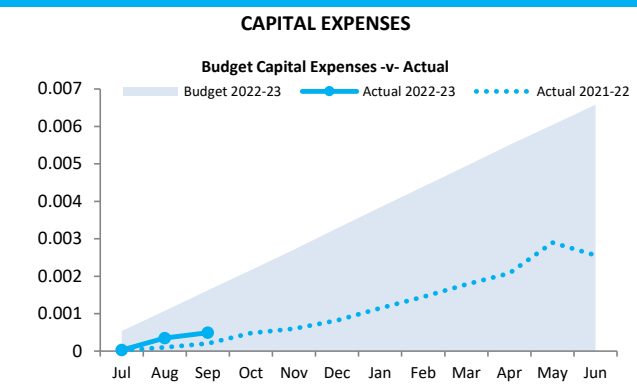
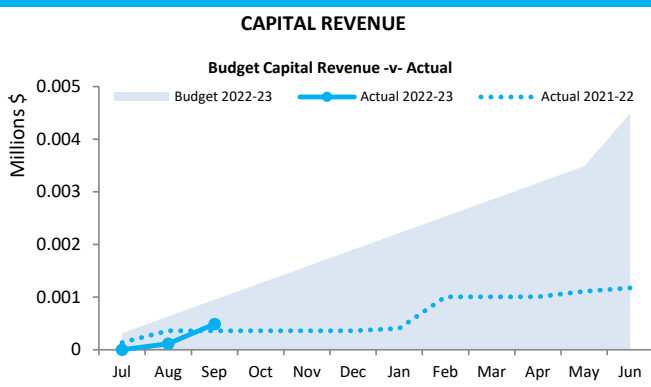
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

SUMMARY INFORMATION - GRAPHS

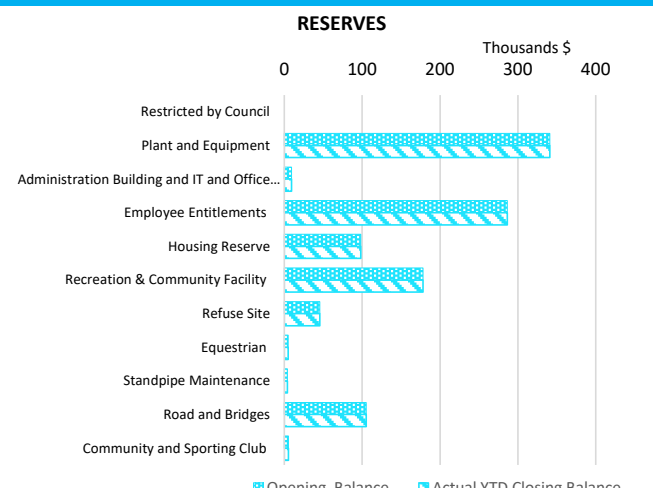
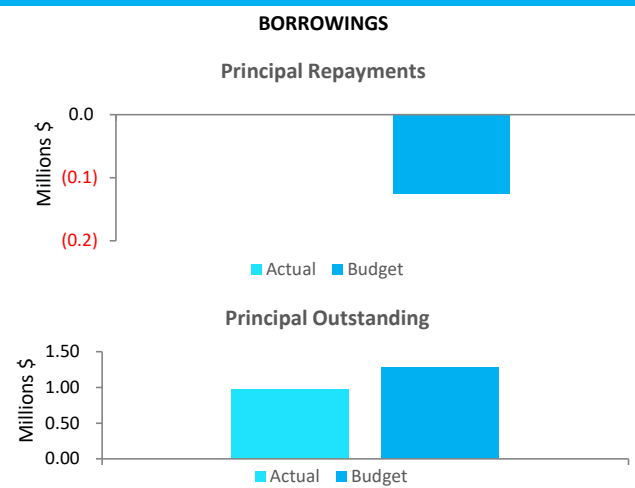
OPERATING ACTIVITIES



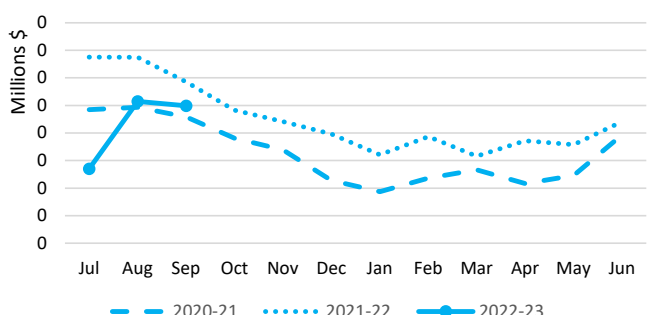
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.51 M	\$1.51 M	\$1.51 M	\$0.00 M
Closing	(\$0.30 M)	\$1.70 M	\$2.49 M	\$0.79 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	YTD Actual	% of total
Unrestricted Cash	\$2.65 M	71.1%
Restricted Cash	\$1.08 M	28.9%

Refer to Note 2 - Cash and Financial Assets

Payables		
	YTD Actual	% Outstanding
Trade Payables	\$0.01 M	
0 to 30 Days		100.0%
Over 30 Days		0.0%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables		
	YTD Actual	% Collected
Rates Receivable	\$0.36 M	77.2%
Trade Receivable	\$0.24 M	% Outstanding
Over 30 Days		95.4%
Over 90 Days		32.1%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.72 M)	\$0.87 M	\$0.99 M	\$0.12 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	YTD Budget	% Variance
\$1.43 M	\$1.38 M	3.5%

Refer to Statement of Financial Activity

Operating Grants and Contributions		
YTD Actual	YTD Budget	% Variance
\$0.19 M	\$0.11 M	70.6%

Refer to Note 11 - Operating Grants and Contributions

Fees and Charges		
YTD Actual	YTD Budget	% Variance
\$0.13 M	\$0.04 M	239.3%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.83 M)	(\$0.68 M)	(\$0.00 M)	\$0.67 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	Adopted Budget	%
\$0.00 M	\$0.25 M	(100.0%)

Refer to Note 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	Adopted Budget	% Spent
\$0.49 M	\$6.58 M	(92.5%)

Refer to Note 7 - Capital Acquisitions

Capital Grants		
YTD Actual	Adopted Budget	% Received
\$0.49 M	\$4.50 M	(89.1%)

Refer to Note 7 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.75 M	\$0.00 M	\$0.00 M	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.97 M

Refer to Note 8 - Borrowings

Reserves	
Reserves balance	\$1.08 M
Interest earned	\$0.00 M

Refer to Note 9 - Cash Reserves

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

KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 SEPTEMBER 2022

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

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

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

REVENUE FROM CONTRACTS WITH CUSTOMERS

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

FEES AND CHARGES

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

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

INTEREST EARNINGS

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

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

EXPENSES

EMPLOYEE COSTS

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

MATERIALS AND CONTRACTS

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

UTILITIES (GAS, ELECTRICITY, WATER)

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

INSURANCE

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

LOSS ON ASSET DISPOSAL

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

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets. Excluding Land.

INTEREST EXPENSES

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

OTHER EXPENDITURE

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

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

BY NATURE OR TYPE

	Ref	Adopted Budget	YTD Budget	YTD Actual	Variance \$	Variance %	Var.
	Note	(a)	(b)	(c)	(c) - (b)	((c) - (b))/(b)	
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	1,506,177	1,506,177	1,506,177	0	0.00%	
Revenue from operating activities							
Rates		1,378,840	1,379,590	1,428,173	48,583	3.52%	
Operating grants, subsidies and contributions	11	441,431	110,346	188,206	77,860	70.56%	▲
Fees and charges		149,696	37,392	126,874	89,482	239.31%	▲
Interest earnings		11,300	2,817	10,332	7,515	266.77%	▲
Other revenue		42,930	10,728	10,309	(419)	(3.91%)	
Profit on disposal of assets	6	8,833	0	0	0	0.00%	
		2,033,030	1,540,873	1,763,894	223,021	14.47%	
Expenditure from operating activities							
Employee costs		(1,234,563)	(308,502)	(381,512)	(73,010)	(23.67%)	▼
Materials and contracts		(1,174,371)	(291,447)	(261,798)	29,649	10.17%	▲
Utility charges		(62,635)	(15,609)	(13,781)	1,828	11.71%	
Depreciation on non-current assets		(2,035,605)	(508,878)	0	508,878	100.00%	▲
Interest expenses		(47,954)	0	0	0	0.00%	
Insurance expenses		(161,952)	(40,449)	(90,685)	(50,236)	(124.20%)	▼
Other expenditure		(61,810)	(15,444)	(24,424)	(8,980)	(58.15%)	▼
Loss on disposal of assets	6	(116,000)	0	0	0	0.00%	
		(4,894,890)	(1,180,329)	(772,200)	408,129	(34.58%)	
Non-cash amounts excluded from operating activities	1(a)	2,142,772	508,878	5	(508,873)	(100.00%)	▼
Amount attributable to operating activities		(719,088)	869,422	991,699	122,277	14.06%	
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	12	4,496,101	950,460	488,018	(462,442)	(48.65%)	▼
Proceeds from disposal of assets	6	250,000	0	0	0	0.00%	
Payments for property, plant and equipment and infrastructure	7	(6,580,923)	(1,625,892)	(491,806)	1,134,086	69.75%	▲
Amount attributable to investing activities		(1,834,822)	(675,432)	(3,788)	671,644	(99.44%)	
Financing Activities							
Proceeds from new debentures	8	440,000	0	0	0	0.00%	
Transfer from reserves	9	444,887	0	0	0	0.00%	
Repayment of debentures	8	(124,980)	0	0	0	0.00%	
Transfer to reserves	9	(14,245)	0	0	0	0.00%	
Amount attributable to financing activities		745,662	0	0	0	0.00%	
Closing funding surplus / (deficit)	1(c)	(302,071)	1,700,167	2,494,088	793,921	(46.70%)	▲

KEY INFORMATION

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

Refer to Note 15 for an explanation of the reasons for the variance.

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

BASIS OF PREPARATION

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying Regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

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 financial 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 Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 13 to these financial statements.

SIGNIFICANT ACCOUNTING POLICES

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 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 not readily apparent from other sources. Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

GOODS AND SERVICES TAX

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

ROUNDING OFF FIGURES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 13 October 2022

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

(a) Non-cash items excluded from operating activities

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

	Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(8,833)	0	0
Less: Reversal of prior year revaluation loss		0	0	5
Add: Loss on asset disposals	6	116,000	0	0
Add: Depreciation on assets		2,035,605	508,878	0
Total non-cash items excluded from operating activities		2,142,772	508,878	5

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

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

		Adopted Budget Opening 30 June 2022	Last Year Closing 30 June 2022	Year to Date 30 September 2022
Adjustments to net current assets				
Less: Reserves - restricted cash	9	(1,078,080)	(1,078,080)	(1,078,080)
Add: Borrowings	8	124,980	(1)	(1)
Add: Provisions employee related provisions	10	260,765	260,766	260,766
Total adjustments to net current assets		(692,335)	(817,315)	(817,315)

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

Current assets				
Cash and cash equivalents	2	3,007,541	3,007,541	3,728,093
Rates receivables	3	144,603	144,603	359,047
Receivables	3	126,456	126,456	239,839
Other current assets	4	5,613	5,613	5,613
Less: Current liabilities				
Payables	5	(5,732)	(5,732)	(66,200)
Borrowings	8	(124,980)	1	1
Contract liabilities	10	(694,224)	(694,224)	(694,224)
Provisions	10	(260,765)	(260,766)	(260,766)
Less: Total adjustments to net current assets	1(b)	(692,335)	(817,315)	(817,315)
Closing funding surplus / (deficit)		1,506,177	1,506,177	2,494,088

CURRENT AND NON-CURRENT CLASSIFICATION

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Cash at Bank		1,291,435	0	1,291,435		NAB	TBA	N/A
Municipal Cash Investments (Online and at call account)		1,357,175	0	1,357,175		NAB	TBA	N/A
Term Deposits		703	1,078,080	1,078,783		NAB	TBA	TBA
Petty Cash		700	0	700		N/A	N/A	N/A
Total		2,650,013	1,078,080	3,728,093	0			
Comprising								
Cash and cash equivalents		2,650,013	1,078,080	3,728,093	0			
		2,650,013	1,078,080	3,728,093	0			

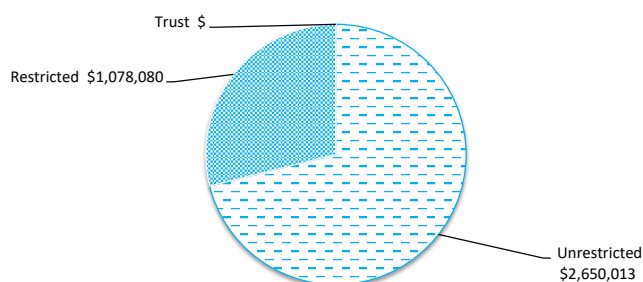
KEY INFORMATION

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

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

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

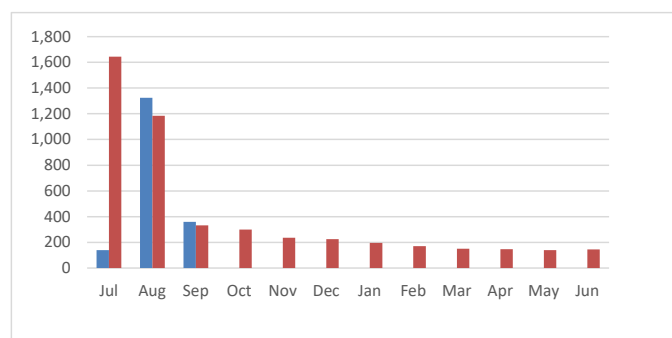
Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 Jun 2022	30 Sep 2022
	\$	\$
Opening arrears previous years	143,603	144,603
Levied this year	1,012,792	1,428,173
Less - collections to date	(1,011,792)	(1,213,729)
Gross rates collectable	144,603	359,047
Net rates collectable	144,603	359,047
% Collected	87.5%	77.2%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(63)	9,706	133,000	0	67,432	210,075
Percentage	0.0%	4.6%	63.3%	0%	32.1%	
Balance per trial balance						
Sundry receivable						210,075
GST receivable						29,764
Total receivables general outstanding						239,839

Amounts shown above include GST (where applicable)

KEY INFORMATION

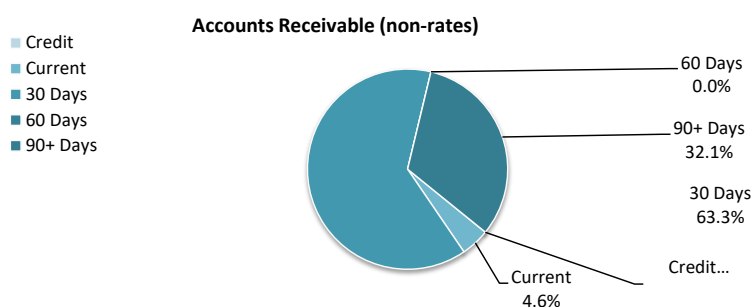
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS**

	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 30 September 2022
Other current assets	\$	\$	\$	\$
Inventory				
Fuel	5,613	0	0	5,613
Total other current assets	5,613	0	0	5,613

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

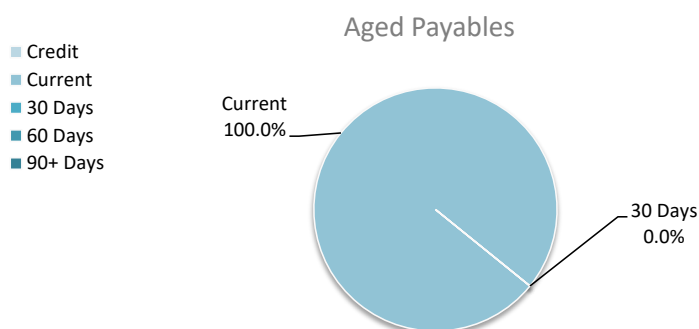
**OPERATING ACTIVITIES
NOTE 5
PAYABLES**

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	3,272	0	0	0	3,272
Percentage	0%	100%	0%	0%	0%	
Balance per trial balance						
Sundry creditors						6,684
Accrued salaries and wages						10,809
ATO liabilities						23,649
Bonds & Deposits						25,058
Total payables general outstanding						66,200

Amounts shown above include GST (where applicable)

KEY INFORMATION

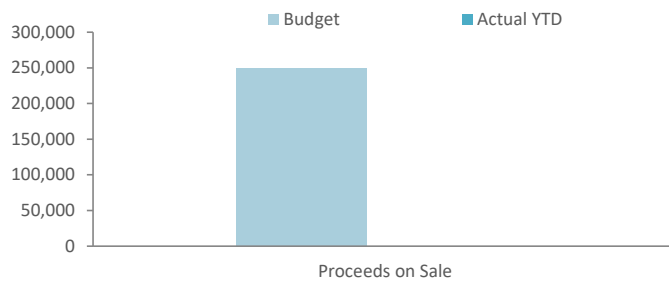
Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

OPERATING ACTIVITIES
NOTE 6
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Transport								
	Komatsu Grader	197,500	100,000	0	(97,500)	0	0	0	0
	Komatsu Loader	118,500	100,000	0	(18,500)	0	0	0	0
	Toyota Prado	41,167	50,000	8,833	0	0	0	0	0
		357,167	250,000	8,833	(116,000)	0	0	0	0



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**INVESTING ACTIVITIES
NOTE 7
CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted		YTD Actual	Forecast 30 June Closing	YTD Actual Variance
	Budget	YTD Budget			
	\$	\$	\$		\$
Buildings	2,047,255	494,301	300,278	1,853,232	(194,023)
Plant and equipment	874,217	218,544	4,682	660,355	(213,862)
Infrastructure - roads	3,580,451	893,298	173,712	2,860,865	(719,586)
Infrastructure - bridges	55,000	13,749	13,134	54,385	(615)
Infrastructure - parks, ovals & playgrounds	24,000	6,000	0	18,000	(6,000)
Payments for Capital Acquisitions	6,580,923	1,625,892	491,806	5,446,837	(1,134,086)
Capital Acquisitions Funded By:					
	\$	\$	\$		\$
Capital grants and contributions	4,496,101	950,460	488,018	4,033,659	(462,442)
Borrowings	440,000	0	0	440,000	0
Other (disposals & C/Fwd)	250,000	0	0	250,000	0
Cash backed reserves					
Plant and Equipment	(340,000)		0	(340,000)	0
Housing Reserve	(20,000)		0	(20,000)	0
Recreation & Community Facility	(84,887)		0	(84,887)	0
Contribution - operations	1,839,709	675,432	3,788	1,168,065	(671,644)
Capital funding total	6,580,923	1,625,892	491,806	5,446,837	(1,134,086)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

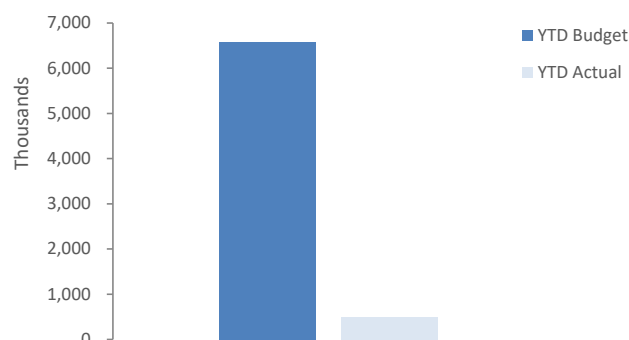
Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions

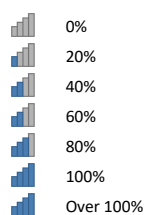


NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

INVESTING ACTIVITIES
NOTE 7
CAPITAL ACQUISITIONS (CONTINUED)

Capital expenditure total

Level of completion indicators



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

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

Account Description		Adopted			Variance (Under)/Over	
		Budget	YTD Budget	YTD Actual		
		\$	\$	\$	\$	
Buildings						
	C084	Aged Persons Accommodation Capital Expense	1,149,064	287,265	289,559	2,294
	C162	Cuballing Town Hall - Capital Works	250,000	62,499	5,720	(56,779)
	C164	Building Renewal - Cuballing Cwa Hall	293,304	73,323	0	(73,323)
	C173	Skate Park Refurbishment	15,000	3,750	0	(3,750)
	C186	Yornaning Mountain Bike Track	0	0	3,271	3,271
	C197	Yornaning Mountain Bike Track	0	0	1,410	1,410
	C203	Yornaning Mountain Bike Track	99,887	24,966	318	(24,648)
	J163A	Cuballing War Memorial	100,000	24,999	0	(24,999)
	11057	CCTV Camera's	30,000	15,000	0	(15,000)
	J4114D	Shire Office Back Area Upgrade	100,000	0	0	0
	12145	Capital Expenditure - Depot Upgrade	10,000	2,499	0	(2,499)
	Total Buildings		2,047,255	494,301	300,278	(194,023)
Furniture & Equipment						
	Nil		0	0	0	0
	Total Furniture & Equipment		0	0	0	0
Plant & Equipment						
	12411	Two Way system for Plant	20,000	4,998	0	(4,998)
	12412	Capital Purchase - Grader	440,000	109,998	0	(109,998)
	12414	Capital Purchase - CEO Vehicle Prado GXL	57,717	14,427	0	(14,427)
	12419	Capital Expenditure - Plant & Equipment - Loader and Attachmen	350,000	87,498	0	(87,498)
	12420	Capital Expenditure - Plant & Equipment - Mower	6,500	1,623	4,682	3,059
	Total Plant & Equipment		874,217	218,544	4,682	(213,862)
Roads						
	R001E	Rrg Stratherne Rd 2022/23	210,600	52,638	7,961	(44,677)
	R129F	Wandering-Narrogin Road 2022/23	269,400	67,344	13,522	(53,822)
	RTR014	Contine Siding Floodway	41,750	10,431	0	(10,431)
	RTR042	Dent Road Floodway	37,424	9,345	0	(9,345)
	RTR052	Youngs Road Floodway	40,660	10,155	0	(10,155)
	RTR056	LoI Gray Soak Road Floodway	74,927	18,726	17,246	(1,480)
	RTR129	R2R Wandering Narrogin Road Final Seal	40,050	10,011	0	(10,011)
	BS129	Blackspot - Wandering Narrogin Road	7,000	0	0	0
	WSF006	Wheatbelt Secondary Freight Network Cuballing East Road	1,090,148	272,532	82,204	(190,328)
	WSF007	Wheatbelt Secondary Freight Network 2022/23 Cuby East Road	1,509,832	377,451	52,152	(325,299)
	WSF129	Wheatbelt Secondary Freight Narrogin Wandering Road	258,660	64,665	627	(64,038)
	Total Roads		3,580,451	893,298	173,712	(719,586)
Bridges						
	11214	Bridge Improvements - Capital Upgrades	55,000	13,749	13,134	(615)
	Total Bridges		55,000	13,749	13,134	(615)
Parks, Ovals & Playgrounds						
	11128	Expenditure - Sporting Club Upgrades	24,000	6,000	0	(6,000)
	Total Parks, Ovals & Playgrounds		24,000	6,000	0	(6,000)
	TOTAL CAPITAL EXPENDITURE		6,580,923	1,625,892	491,806	(1,134,086)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**FINANCING ACTIVITIES
NOTE 8
BORROWINGS**

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Education and welfare										
Aged Accommodation	65	850,000	0	0	0	(68,849)	850,000	781,151	0	(37,891)
Transport										
Grader	67	0	0	440,000	0	(40,671)	0	399,329	0	(7,639)
Other property and services										
Austral Land	64	115,572	0	0	0	(15,460)	115,572	100,112	0	(2,424)
Total		965,572	0	440,000	0	(124,980)	965,572	1,280,592	0	(47,954)
Current borrowings		124,980					(1)			
Non-current borrowings		840,592					965,573			
		965,572					965,572			

All debenture repayments were financed by general purpose revenue.

The Shire has no unspent debenture funds as at 30th June 2021, nor is it expected to have unspent funds as at 30th June 2022.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council									
Plant and Equipment	341,028	1,960		0	0	(340,000)	0	2,988	341,028
Administration Building and IT and Office	9,160	32		0	0	0	0	9,192	9,160
Employee Entitlements	286,388	1,067		0	0	0	0	287,455	286,388
Housing Reserve	98,316	367		0	0	(20,000)	0	78,683	98,316
Recreation & Community Facility	178,242	792		0	0	(84,887)	0	94,147	178,242
Refuse Site	45,472	205		0	0	0	0	45,677	45,472
Equestrian	4,915	50		5,245	0	0	0	10,210	4,915
Standpipe Maintenance	4,100	20		0	0	0	0	4,120	4,100
Road and Bridges	105,137	486		0	0	0	0	105,623	105,137
Community and Sporting Club	5,322	21		4,000	0	0	0	9,343	5,322
	1,078,080	5,000	0	9,245	0	(444,887)	0	647,438	1,078,080

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

OPERATING ACTIVITIES
NOTE 10
OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2022	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 September 2022
Other current liabilities		\$		\$	\$	\$
Other liabilities						
- Capital grant/contribution liabilities		694,224	0	0	0	694,224
Total other liabilities		694,224	0	0	0	694,224
Employee Related Provisions						
Annual leave		108,129	0			108,129
Long service leave		152,637	0			152,637
Total Employee Related Provisions		260,766	0	0	0	260,766
Total other current assets		954,990	0	0	0	954,990

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 12

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

NOTE 11
OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget Revenue	YTD Budget	YTD Revenue
	1 July 2022		(As revenue)	30 Sep 2022	30 Sep 2022			Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
Income - Grants Commission	0	0	0	0	0	131,532	32,883	47,918
Law, order, public safety								
Income - Fire Prevention - Grants	0	0	0	0	0	38,997	9,747	15,000
Income Fire Mitigation Grants	0	0	0	0	0	40,000	9,999	0
Education and welfare								
Income Relating to Aged & Disabled - Senior Citizens	0	0	0	0	0	2,500	624	0
Recreation and culture								
Income - Youth Activity Funding	0	0	0	0	0	1,000	249	0
Income - Sporting Club Grants & Contributions	0	0	0	0	0	16,000	3,999	0
Transport								
Income - Grant - MRWA Direct	0	0	0	0	0	93,646	23,409	95,660
Income - Grants Commission Local Road Grant	0	0	0	0	0	103,056	25,764	20,674
	0	0	0	0	0	426,731	106,674	179,252
Operating contributions								
Recreation and culture								
Income - Relating to Other Recreation & Sport	0	0	0	0	0	0	0	323
Economic services								
Income Relating to Tourism & Area Promotion	0	0	0	0	0	4,700	1,173	3,500
Other property and services								
Income - Less Workers Compensation Claimed	0	0	0	0	0	10,000	2,499	5,132
	0	0	0	0	0	14,700	3,672	8,955
TOTALS	0	0	0	0	0	441,431	110,346	188,206

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

NOTE 12

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Non operating grants, subsidies and contributions revenue			
	Liability 1 July 2022	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Sep 2022	Current Liability 30 Sep 2022	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual	Forecast 30 June Closing
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies									
General purpose funding									
Income - Phase 3 community Infrastructure Grant - LRCI	0	0	0	0	0	495,536	123,882	371,652	743,306
Income - Phase 3 Extension LRCI	0	0	0	0	0	247,768	61,941	0	185,827
Education and welfare									
Aged Accommodation	694,224	0	0	694,224	694,224	694,224	0	0	694,224
Transport									
Regional Road Grants	0	0	0	0	0	321,225	80,304	116,366	357,287
Cuballing East Wheatbelt Secondary Freight Network	0	0	0	0	0	705,958	176,487	0	529,471
WSFN - Income Wandering Narrogin Road	0	0	0	0	0	240,554	60,138	0	180,416
2022/23 Cuballing East Road Wheatbelt Secondary Freight	0	0	0	0	0	1,580,836	395,208	0	1,185,628
Roads to Recovery	0	0	0	0	0	210,000	52,500	0	157,500
	694,224	0	0	694,224	694,224	4,496,101	950,460	488,018	4,033,659

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**NOTE 13
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 30 Sep 2022
	\$	\$	\$	\$
Cuballing Cricket Club	200	0	0	200
Department of Transport - Licensing	658	90,518	(66,318)	24,858
	0			0
	858	90,518	(66,318)	25,058

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**NOTE 14
BUDGET AMENDMENTS**

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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget adoption						24,427
	Revised Budget Net Deficit position					(326,498)	(302,071)
				0	0	(326,498)	(302,071)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**NOTE 15
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2022-23 year is \$5,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		
			Timing/Permanent	Comments	
	\$	%			
Revenue from operating activities					
Operating grants, subsidies and contributions	77,860	70.56%	▲	Timing	Main Roads Direct Grant
Fees and charges	89,482	239.31%	▲	Timing	Rubbish collection fees
Expenditure from operating activities					
Employee costs	(73,010)	(23.67%)	▼	Timing	Public Works Overheads
Depreciation on non-current assets	508,878	100.00%	▲	Timing	21/22 Valuations still to be processed
Insurance expenses	(50,236)	(124.20%)	▼	Timing	Premiums paid in 2 instalments
Other expenditure	(8,980)	(58.15%)	▼	Timing	Elected Members Fees
Non-cash amounts excluded from operating activities	(508,873)	(100.00%)	▼	Timing	Depreciation not processed in 22/23
Investing activities					
Proceeds from non-operating grants, subsidies and contributions	(462,442)	(48.65%)	▼	Timing	WSFN funding
Payments for property, plant and equipment and infrastructure	1,134,086	69.75%	▲	Timing	WSFN projects

Cr Dowling Declared an Impartiality Interest in relation to item 9.1.3 as she is a member of the Pony Club

9.1.3 Sundry Debtor Write Off

Applicant: Nil
File Ref. No: ADM19
Disclosure of Interest: Nil
Date: 13th October 2022
Author: Fred Steer, Deputy Chief Executive Officer
Attachments: Nil

Summary

Council is to consider writing off a sundry debtor for Dryandra Pony Club Inc for annual changeroom hire.

Background

The Dryandra Pony Club Inc pay an annual lease fee for use of the equestrian grounds. The club also pays for emptying of the manure pits and mowing of the cross country course on an ad hoc basis.

When raising the annual invoice for the 2022/2023 year, Shire staff inadvertently raised a charge for the hire of changerooms. The changerooms are not utilised by the club.

Comment

Sarah Wiese, on behalf of the Dryandra Pony Club has contacted the Shire to advise that the club do not use the toilets/changerooms and wish the fee to be written off and a new invoice issued to them.

Shire staff will raise a new invoice for the for Dryandra Pony Club Inc for the annual grounds lease for 2022/2023.

Strategic Implications - Nil

Statutory Environment

Council's Delegation Register provides limited delegated authority for the Chief Executive Officer

F1: Outstanding Debtors

The Chief Executive Officer is delegated the authority to write off uncollectable, economically uncollectable, or erroneously created debts, in the following manner:

1. Where a Sundry Debtor invoice has:
 - a. a value of less than two hundred and fifty dollars;
 - b. has been outstanding for at least 90 days; and
 - c. in the Chief Executive Officer's opinion, will not be economically practical to pursue payment of the account through the court system;the Chief Executive Officer may approve that the invoice be written off.

2. Where a Sundry Debtor invoice, less than two hundred and fifty dollars in value, has been raised in error, the Chief Executive Officer may approve that the invoice be written off.
3. Where Rates Debtor accounts have a balance less than ten dollars and, in the Chief Executive Officer's opinion, it will not be economically practical to pursue payment of the account through the court system, the Chief Executive Officer may approve that the amount be written off.
4. Where a Rates debtor amount, less than ten dollars, was raised in error, the Chief Executive Officer may approve that the amount be written off.

Policy Implications – Nil

Financial Implications

The Officer's Recommendation suggests writing off income of \$3,420. A new invoice totalling \$2,885 to be raised and issued.

Economic Implications - Nil

Social Implications - Nil

Environmental Considerations – Nil

Consultation - Nil

Options

The Council can resolve:

1. the Officer's Recommendation;
2. an amended Officer's Recommendation; or
3. to not write off any income.

Voting Requirements – Simple Majority

COUNCIL DECISION 2022/110:

That Council write off Invoice 5782 for Debtor 163 being an amount of \$3,420 for the 2022/2023 annual lease fee and changeroom hire.

A new invoice of \$2,885 to be issued for the 2022/2023 annual lease fee.

Moved: Cr Bradford

Seconded: Cr Christensen

Carried 6/0

9.2 CHIEF EXECUTIVE OFFICER:

9.2.1 ARC Infrastructure - Licence to Use and Occupy Corridor Land

Applicant:	Arc Infrastructure
File Ref. No:	ADM 345
Disclosure of Interest:	Nil
Date:	11 October 2022
Author:	CEO- Stan Scott
Attachments:	9.2.1A License to Use and Occupy Land – Cuballing Town Centre 9.2.1B Urbis – Cuballing Rail Reserve Redevelopment Plan

Purpose

Council is asked to consider the attached License Agreement from Arc Infrastructure and determine whether to accept the agreement or suggest changes.

Background

For at least the last 5 years the Shire of Cuballing has been in discussion with Arc Infrastructure about negotiating licenses to occupy railway corridor land in Cuballing and Popanyinning. Each of these areas has previously been the subject of a lease or License to Occupy between the Shire and the PTA or its agent, or Arc Infrastructure.

Lease	Address	Purpose	Expiry	Area M2
L2124-1	Cnr Alton St & Campbell St Cuballing	Community Purpose – War Memorial	31/07/2008	552
L6765-1	Alton Street, Cuballing	Beautification – Cuballing Town Centre. This lease extends from the south end of the War Memorial along the western side of the rail line. This lease includes the Tavern Carpark	1/12/2011	4,000
L6878	Karping Siding, Popanyinning	Access This lease is an 840 metre section of the east side of the rail reserve to provide vehicle access from Karping Road through the rail reserve to a level crossing to the Great Southern Highway. This lease provides road access to Mr Noel Mustchin's property.	31/10/2010	16,800
L3076-1	Francis Street, Popanyinning	Heritage and Community Use Includes the railway station and war memorial. The leach drain for the public toilets are also in this lease.	1/10/2015	20,800
L6765-1	Ridley Street, Cuballing	Restore Vintage Machinery & Passive community use. This area includes two portions either side of the residence. The smaller northern section includes gardens and statues. The larger southern section includes the machinery shelter, the RV dump and standpipe.	1/12/2011	10,440

In February 2021 Urbis prepared a Redevelopment Context Plan for the railway corridor land in Cuballing. The overall concept plan is represented below:



There were a number of concerns raised by Arc Infrastructure about the proposed concept plan. Those concerns and our responses are detailed below.

1. **1.3.3 Environment: “Redevelopment will need to consider drainage and service requirements as the site currently houses a water pipe above ground along the eastern edge and drainage from the rail way. This creates a visual and physical barrier” – more information required. Is this related to the RV dump point, the issue that was raised previously few years back? Any modification or installation require in the rail reserve must be notified to Arc.**

I understand that technical details of the RV dump point have previously been provided. If you need me to send them again please let me know. The installation was probably 15 or so years ago but it has all been checked by our Environmental Health Officer and is a compliant installation.

The water pipe referred to on the eastern edge of the reserve (adjacent to the road reserve) is the main water supply pipe serving Cuballing and points north. The drain is an open spoon drain adjacent to the roadway. The observation by the consultants that the pipeline and drain create a visual and physical barrier is just that, an observation. It constrains access to and egress from the site, but there are no plans to make any changes to the pipeline or the drain.

2. **1.3.2 Last paragraph, 1.3.4 and 3.4 diagrams: “opportunity for future connections” and potential interface/access are suggested. Unfortunately as this line is a particularly busy line, we are unable to permit any future crossings through the line. Also for the safety of the public as per the reasons in item 5 – fencing.**

Implementation of the development plan is not dependent on the installation of and further crossings. The Shire understands that should it at some point in the future seek a further crossing it would be unlikely to gain support from Arc Infrastructure. Implementation of the plan is not dependent on further crossing points.

3. **4.3 Pop up drive in: Is the screen intended to be on for 24/7? What is the dimension of the screen and how high will this be built? And what will be the brightness/lux of the screen and the limit on the noise? The lights from the screen will distract the train drivers especially during the night time, and therefore the screen to become a permanent structure is at this stage undesirable.**

The Pop-Up Drive In is one possible use for open space opposite the roadhouse. Please bear in mind it is a concept plan. I have conferred with Council and Council is happy to forego the pop up drive in.

4. **4.4 informal camping: Camping in the rail reserve is not permitted under the Rail Safety National Law.**

Under the *WA Caravan and Camping Ground Regulations 1997* allows people to camp for up to 24 hours in a roadside rest area. I have searched the *Rail Safety National Law (WA) 2015* and the associated Regulations and I have been unable to find the prohibition on camping. Perhaps you could point me towards those provisions.

One of the Road Safety Commission’s campaigns at present is targeting fatigue. <https://www.wa.gov.au/organisation/road-safety-commission/fatigue> Even though camping is not permitted at present people can and do camp overnight. There are numerous examples of where camping and caravan stopovers are permitted on PTA leases. Please let me know if you would like details.

5. **Arc requires maintenance/ access track on both side of the rail – this is required by our regional team to access the rail and the associated infrastructures for maintenance works and will need to be maintained clear at all times so that access is not prevented in case of any emergency/ urgent works. Arc will require a consistent min. 5m from the outermost track for our access tracks on both side of the rails and fences will need to be installed along the lines to prevent public from encroaching into the tracks. Where there is any associated infrastructures such as location boxes located outside the track, min 5m is required from the outer boundary of that infrastructure.**

Section 110 of the *Public Works Act 1902* makes the erection and maintenance of fences along railway lines the responsibility of the Public Transport Authority. The maintenance tracks on either side of the track are already well established and nothing in the concept plans

would impact on that access. The general public now has unimpeded access to the railway track in Cuballing and nothing in these plans would encourage people to cross the track any more or less than happens at present.

Draft License Document

The draft License to Occupy has been provided for consideration by Council. The following features of the license will require consideration by Council.

Item 1 Licensed Area

That part of the Corridor Land delineated in red on the plan in Schedule 2 excluding any Railway Infrastructure on that part of the Corridor Land, together with a right to pass over Corridor Land as is necessary for the purpose of access to and from that part of the Corridor Land delineated in red on the plan in Schedule 2.

The area of the proposed license is acceptable and is set out in Schedule 2 of the license. The area is somewhat larger, particularly on the west side of the railway line than the previous version.

Item 3 Term

Five (5) years from the Commencement Date.

The CEO has already advised that Council would be seeking a longer term, perhaps 10 years, and it appears that Arc would be amenable to this.

Item 4 Use Fee ***\$1000.00.***

This charge is payable annually. The previous agreement with PTA had an annual fee of \$1.00.

Item 5 Permitted Use

Use of the Licensed Area;

(1) to allow members of the public to use and access the following

- (a) heritage machinery display;*
- (b) picnic benches;*
- (c) pedestrian footpath;*
- (d) short term roadside parking; and*
- (e) the water standpipe.*

(2) by the Licensee in order to maintain:

- (a) heritage machinery display;*
- (b) the Sewerage Infrastructure; and*
- (c) the water standpipe.*

The proposed use seems unnecessarily restrictive and takes no real account of any of the proposals in the plan to revitalize the area. We could seek to include the following:

- Parkland
- Nature Play
- Bicycle paths

- Public Art
- Short term camping.

This last item may remain a sticking point – see below.

Item 6 Fences

The Licensee must erect fencing at a minimum height of 1.2 metres around the Sewerage Infrastructure.

The only sewerage infrastructure is the dump point and associated leach drains. Fencing the dump point would prevent it from being used for its intended purpose. The leach drain is not located in a trafficable area, but installing a barrier (perhaps bollards) between the service track and the leach drain may be worthwhile, but the east side is already protected by trees.

Item 7 Signage

The Licensee must install signage prohibiting camping or long term parking within the Licensed Area.

This is directly contrary to the Shire's intentions for the space. It would be our position that overnight stopping is permitted for self-contained caravans or recreational vehicles only

Another interesting provision is at 21.1.

21.1 Preparation of this Agreement

The Licensee will pay Arc's costs and expenses (including legal costs and expenses) in the sum of \$1,000.00, incurred in connection with the preparation, negotiation and signing of this Agreement.

This means that to execute the agreement would cost us \$1,000 in legal fees and then a further \$1,000 per annum for use of the space.

Discussion

From observing Local Government management of land within the railway corridor it is possible to make the following observations:

- The license seems to be based on allowing us to continue to use the land without any substantial change;
- Many local governments develop railway corridor land with soft and hard infrastructure and community facilities;
- Once the license is in place any substantial change would nominally require Arc approval;
- There is little evidence that Arc actively monitor leases or police how they may be used;
- Corridor land managed by Shires is far better maintained than the land managed by Arc;
- If the land is not leased to the Shire, Arc Infrastructure is responsible for maintenance, particularly fire mitigation – especially slashing.

The Shire has also been approached by Burgess Rawson, the property management agents for the PTA to discuss the same area of land. It may be that we will be offered an agreement

to lease the same land on more attractive or less restricted basis by dealing with the PTA. At the time of writing this report we did not have a firm offer on the table.

Given that we have a definite offer from Arc infrastructure it is proposed to respond favourably subject to a couple of changes:

Item 3 Term

That the term of the License be increased to 10 years;

Item 5 Permitted Uses

That the following permitted used be added:

- Parkland
- Nature Play
- Bicycle paths
- Public Art
- Short term camping.

Item 6 Fences

Replace the existing wording with the following:

The Licensee must erect on the West and South perimeter of the leech drains bollards not less than 2.5 metres apart.

Item 7 Signage

The Licensee must install signage advising that overnight stopping is permitted for self-contained caravans or recreational vehicles only, and for not more than 2 consecutive nights.

Strategic Implications

The Shire of Cuballing Strategic Community Plan includes goals for environment, social and economic wellbeing. Well managed and usable town centres help achieve goals in all three domains.

Statutory Environment

The interaction between Railway infrastructure and other land uses is governed by a complex interrelationship. This includes the *Rail Safety National Law (WA) 2015* and associated regulations and the *Public Works Act 1902*.

Policy Implications

Council's Camping Policy is scheduled for review.

Financial Implications

An annual contribution of \$1,000 per year is contained in the agreement. Access to the land on a long term basis will help leverage shire and grants investment.

Economic Implication

Encouraging overnight visitors helps local businesses and may be a catalyst for further development.

Environmental Considerations

Nil

Consultation

There are a number of community investments that are dependent on reliable access to land in the rail corridor.

Options

Council may resolve to:

1. Accept the proposed license agreement;
2. Accept the license agreement subject to changes (the Officer's Recommendation); or
3. Not Accept the proposed license agreement.

If Option 1 or 3 is selected Council will need to give reasons for the decision.

Voting Requirements – Absolute Majority

OFFICER'S RECOMMENDATION:

That Council authorise the CEO to advise Arc Infrastructure that it supports the proposed agreement subject to the following changes:

Item 3 Term

That the term of the License be increased to 10 years;

Item 5 Permitted Uses

That the following permitted used be added:

- Parkland
- Nature Play
- Bicycle paths
- Public Art
- Short term camping.

Item 6 Fences

Replace the existing wording with the following:

The Licensee must erect on the West and South perimeter of the leech drains bollards not less than 2.5 metres apart.

Item 7 Signage

Replace the existing wording with the following:

The Licensee must install signage advising that overnight stopping is permitted for self-contained caravans or recreational vehicles only, and for not more than 2 consecutive nights.

COUNCIL DECISION 2022/111:

That Council authorise the CEO to advice Arc Infrastructure that it supports the proposed agreement subject to the following changes:

Item 3 Term

That the term of the License be increased to 10 years;

Item 5 Permitted Uses

That the following permitted uses be added:

- **Parkland**
- **Nature Play**
- **Bicycle paths**
- **Public Art**
- **Short term camping**
- **Public Toilets**

Item 6 Fences

Replace the existing wording with the following:

The Licensee must erect on the West and South perimeter of the leech drains bollards not less than 2.5 metres apart.

Item 7 Signage

Replace the existing wording with the following:

The Licensee must install signage advising that overnight stopping is permitted for self-contained caravans or recreational vehicles only, and for not more than 3 consecutive nights.

Moved: Cr Kowald

Seconded: Cr Christensen

Carried By Absolute Majority 6/0



Licence to Use and Occupy Corridor Land

Cuballing

Arc Infrastructure Pty Ltd
ABN 42 094 721 301

Shire of Cuballing
ABN 42 249 968 875

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Licence to Use and Occupy Corridor Land

Date ►

Between the parties

Arc **Arc Infrastructure Pty Ltd**
 ABN 42 094 721 301
 of Level 3, 1 George Wiencke Drive Perth Airport, Western Australia
 6105

Licensee **Shire of Cuballing**
 ABN 42 249 968 875
 of 186 Campbell Street, Cuballing, Western Australia 6311

Background

- 1 Arc acts as agent of the Network Lessee in relation to the Network Lessee's rights under the Government Lease concerning the Corridor Land.
- 2 The Government Lease permits the Network Lessee to grant certain rights of use and occupation in respect of the Corridor Land for permitted uses, including to Local Governments for Civic Purposes.
- 3 Arc manages, and is responsible for rail safety in respect of, the Corridor Land and Railway Infrastructure and is an accredited rail transport operator under the Rail Safety National Law.
- 4 Prior to the commencement of this Agreement, the Licensee has installed Sewerage Infrastructure within the Corridor Land.
- 5 At the Licensee's request, Arc has agreed (as agent of the Network Lessee) to grant the right to use and occupy the Licensed Area to the Licensee on the terms and conditions set out in this Agreement.
- 6 The Licensee is a Local Government and the Permitted Use of the Licensed Area is for Civic Purposes.

The parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Aboriginal Cultural Material** has the meaning described in the Aboriginal Heritage Act.
- (2) **Aboriginal Heritage Act** means the *Aboriginal Heritage Act 1972* as amended from time to time.
- (3) **Act** means the *Rail Freight System Act 2000 (WA)*.
- (4) **Agreement** means this document, including any schedule or annexure to it.
- (5) **Arc Indemnified Parties** means:
 - (a) Arc and its Personnel; and
 - (b) each Related Body Corporate of Arc and their Personnel.
- (6) **Authorisation** means any authorisation, consent, approval, resolution, licence, exemption, filing, lodgement, registration, notification, recording, certificate, rating, reporting, permission, authority or right to do something:
 - (a) from, by or with any Government Agency, whether granted following positive action by the Government Agency or arising following the expiry of a period of time without intervention or action by a Government Agency; or
 - (b) in relation to anything which will be fully or partly prohibited or restricted by Law if a Government Agency intervenes or acts in any way within a specified period, the expiry of that period without intervention or action,

required under an Environmental Law or otherwise.
- (7) **Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.
- (8) **Civic Purposes** means any purpose other than a predominant purpose of deriving income or profits, which the Public Transport Authority of Western Australia considers to be beneficial to the public or a section of the public of Western Australia.
- (9) **Claim** means any claim, demand, action or proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or any other basis.
- (10) **Commencement Date** means the date specified in Item 2 of Schedule 1.
- (11) **Condition Report** means a report agreed by the parties which notes the general condition of the Licensed Area, any Railway Infrastructure and any buildings or structures on the Licensed Area including fittings and fixtures and included at Schedule 4.
- (12) **Confidential Information** means in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:

- (a) is by its nature confidential;
- (b) is stated in this Agreement to be confidential;
- (c) is designated by the disclosing party as being confidential; or
- (d) the receiving party knows or ought to know is confidential,

but excludes information which:

- (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;
 - (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
 - (g) has been independently developed or acquired by the receiving party.
- (13) **Consequential Loss** means any indirect or consequential loss, including any loss of or damage to any product, loss of contract, loss of profit, economic loss (except to the limited extent set out below in this definition), loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, any port, shipping or demurrage costs or fees, or any special, indirect or consequential loss or damage (except to the limited extent set out below in this definition), howsoever arising and whether in any action in contract, tort (including negligence), in equity, product liability, under statute or any other basis but does not include:
- (a) in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims;
 - (b) the Licensee's liability to pay Arc any amount expressly provided for in this Agreement; or
 - (c) any loss, damage or cost arising out of or in connection with fraud or Wilful Default.
- (14) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (15) **Corridor Land** means land designated as corridor land under Part 3 of the *Rail Freight System Act 2000* (WA).
- (16) **Default Rate** means, at a relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 5% per annum.
- (17) **Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.
- (18) **Environmental Condition** means any Environmental Damage or any event, circumstance, condition, operation or activity which is reasonably foreseeable to be likely to result in Environmental Damage and which in Arc's opinion (acting reasonably) could result in Arc or any other person incurring any material liability or being subjected to a direction of any competent authority.
- (19) **Environmental Damage** means any material injury or damage to persons, living organisms or property or any material pollution or impairment of the environment

(including any land, air or water) resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

- (20) **Environmental Law** means any Law, notice, decree, order or directive of any authority or otherwise, relating to the environment (as the term environment is defined in the *Environmental Protection Act 1986 (WA)*) or the enforcement or administration of any of those Laws, notices, decrees, orders or directives of any authority or otherwise, and includes:
- (a) the Environmental Protection Act 1986 (WA); and
 - (b) any regulations or orders made under the *Environmental Protection Act 1986 (WA)*.
- (21) **Expiry Date** means 24.00 hrs on the last day of the Term.
- (22) **Fences** means the fences specified in Item 6 of Schedule 1.
- (23) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind but for the avoidance of doubt, excludes the Licensee.
- (24) **Government Lease** means, as the context requires, the:
- (a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties; or
 - (b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties.
- (25) **GST** means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
- (26) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation.
- (27) **Insolvency Event** means the occurrence of any of the following events in relation to a party:
- (a) a judgment in an amount exceeding \$1,000,000 is obtained against the party, or any distress, attachment, execution in an amount exceeding \$1,000,000 is issued against, levied or enforced on any of the party's assets, and is not set aside or satisfied within 14 days or appealed against within the period permitted by the rules of the relevant court;
 - (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act;
 - (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;

- (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;
 - (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within 14 days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
 - (f) the party is deregistered or any steps are taken to deregister the party under the Corporations Act;
 - (g) the party ceases to carry on business; or
 - (h) anything analogous or having a substantially similar effect to any of the events described above happens in connection with that party.
- (28) **Law** means:
- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
 - (b) legislation of any other jurisdiction with which the relevant party must comply;
 - (c) any law or legal requirement at common law or in equity;
 - (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
 - (e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.
- (29) **Liability** means:
- (a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and
 - (b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,
- and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.
- (30) **Licensed Area** means the area specified in Item 1 of Schedule 1.
- (31) **Licensee's Property** means any buildings or other improvements erected on the Licensed Area by the Licensee and any plant or equipment, fixtures or fittings, materials or other property which the Licensee affixes to or brings on to the Licensed Area, including all product the Licensee brings or causes to be on the Licensed Area.
- (32) **Local Government** means a local government established under the *Local Government Act 1995*.
- (33) **Month** means a calendar month.

- (34) **Network** means that part of the railway network and associated infrastructure in Western Australia under the ownership or control of Arc or its Related Bodies Corporate and any other railway network and associated infrastructure controlled by Arc and notified to the Licensee from time to time.
- (35) **Network Lessee** means:
- (a) Arc Infrastructure StandardGauge Pty Ltd ABN 35 094 819 360; or
 - (b) Arc Infrastructure NarrowGauge Pty Ltd ABN 73 094 736 900,
- as the context requires.
- (36) **Operational Notice** means a notice in accordance with clause 20.2(1)(a).
- (37) **Permitted Use** means the use specified in Item 5 of Schedule 1.
- (38) **Personnel** means the directors, officers, employees, agents, contractors and licensees of a party.
- (39) **Railway Infrastructure** means facilities used in connection with the operation of a railway including:
- (a) railway track, ballast, sleepers, associated track structures, over or under track structures, supports (including supports for equipment or items associated with the use of a railway);
 - (b) tunnels, bridges, viaducts, culverts, pipes, conduits and drains;
 - (c) stations and platforms;
 - (d) train control systems, signalling systems and communication systems;
 - (e) electric traction infrastructure;
 - (f) buildings and workshops; and
 - (g) associated plant machinery and equipment.
- (40) **Railway Property** means any Railway Infrastructure and other equipment or facilities that:
- (a) form part of, or are used by Arc in connection with, the Corridor Land; or
 - (b) are used for the provision of Services,
- and which are located on or below the surface of the Licensed Area at any time.
- (41) **Rates and Taxes** includes all rates, taxes, property levies and any other charges of any kind imposed by a Government Agency in relation to the Licensed Area or other property which includes the Licensed Area.
- (42) **Related Body Corporate** has the meaning given to that expression in the Corporations Act.
- (43) **Services** means all services of any kind connected to or serving the Licensed Area or any property which includes the Licensed Area, including air conditioning, electric power, gas, other energy or utility services, water, sewerage and drainage services,

telephone and telecommunications services, fire prevention and fire sprinkler services and safety services.

- (44) **Services Supplier** means any Government Agency or privately owned company or other body which supplies, at Arc's request, a Service.
- (45) **Sewerage Infrastructure** means the Licensee's sewerage leach drain constructed on Corridor Land.
- (46) **Term** means the term specified in Item 3 of Schedule 1, as extended (if applicable) in accordance with clause 3.3.
- (47) **Third Party Rights** means any easements, licences or other similar rights of any person, granted by Arc or any other person or created in any other way, that:
- (a) exist at the Commencement Date; or
 - (b) are granted or created at any time after the Commencement Date,
- in relation to the Corridor Land.
- (48) **Use Fee** means a once off annual charge specified in Item 4 of Schedule 1.
- (49) **Wilful Default** means any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omission.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (1) singular words also have their plural meaning and vice versa;
- (2) a reference to one gender includes all genders;
- (3) a reference to a person includes a natural person, firm, body corporate, unincorporated association, partnership, joint venture and a Government Agency;
- (4) an obligation, liability, representation or warranty:
 - (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of 2 or more persons binds them jointly and severally;
- (5) a reference to a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) a reference to the consent of a party means the prior written consent of that party;
- (7) headings are for convenient reference only and do not affect the interpretation of this Agreement;
- (8) a reference to a clause, annexure or a schedule is a reference to a clause, annexure or schedule of this Agreement;
- (9) a thing (including any amount) is a reference to the whole and each part of it;

- (10) where any party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (11) a reference to any Law includes:
- (a) that Law as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Law;
 - (c) another regulation or other statutory instrument made or issued under that Law; and
 - (d) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (12) a reference to a clause, a schedule, an agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (13) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (14) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
- (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,
- is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (15) a reference to "includes" or "including" must be construed without limitation;
- (16) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (17) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (18) a reference to termination of this Agreement includes the expiry of the Term;
- (19) where a word or expression is defined, cognate words and expressions will be construed accordingly;
- (20) where the Licensee has agreed in this Agreement to procure another party to do or not do any act or thing, failure by the Licensee to so procure will constitute non-compliance with and a breach of the Licensee's obligations under this Agreement despite that it may have been beyond the Licensee's power and control to so procure; and
- (21) a reference to the "operation of the Network" includes the passage of rolling stock, safe working, rescue and inspection, maintenance, repair and upgrading of land and fixed assets.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2 Licence

2.1 Grant of licence

Subject to:

- (1) all Third Party Rights; and
- (2) the limitations and restrictions described in clause 2.3,

Arc (as agent for the Network Lessee) grants to the Licensee the non-exclusive right to use and occupy the Licensed Area for the Term on the terms and conditions of this Agreement.

2.2 No tenancy or other proprietary rights

- (1) The rights granted to the Licensee under this Agreement are contractual rights only and not tenancy rights. The Licensee does not have any tenancy or other interest in the area from time to time comprising the Licensed Area.
- (2) For the avoidance of doubt, this Agreement does not constitute an approval by Arc for the construction or condition of the Sewerage Infrastructure installed by the Licensee prior to the commencement of this Agreement within the Licensed Area.

2.3 Licensee's acknowledgments

The Licensee acknowledges that:

- (1) the rights granted to the Licensee by Arc under this Agreement are:
 - (a) limited to rights which Arc is authorised or permitted to grant under the Government Lease;
 - (b) limited by the restrictions and conditions relating to those rights in the Government Lease; and
 - (c) subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Licensed Area;
- (2) it does not have or acquire by this Agreement any greater interest in the Licensed Area than the Network Lessee has under the Government Lease;
- (3) this Agreement and the rights granted to the Licensee under this Agreement automatically terminate if the Government Lease terminates or for any other reason Arc ceases to be entitled to grant those rights to the Licensee;
- (4) it has been made aware of the matters referred to in Schedule 5 and undertakes that it will not do or allow to be done anything which adversely effects or impacts any of the matters specified therein;

- (5) for the Term of this Agreement and in respect of the Licensed Area, the Licensee will be the occupier of the premises for the purposes of the *Occupier's Liability Act 1985*; and
- (6) the risks associated with its presence on the Licensed Area and to the extent permitted by Law, the Licensee accepts the legal liability which applies to it as the occupier of the Licensed Area.

2.4 Railway Property

- (1) Arc reserves the right to keep or use Railway Property on the Licensed Area during the Term.
- (2) Arc reserves the right to bring onto or to install on the Licensed Area during the Term any other Railway Property provided such Railway Property does not have any adverse material effect on the Licensee's Permitted Use of the Licensed Area.
- (3) Arc may at any time during the Term carry out repairs or maintenance or replacement work in relation to any Railway Property on the Licensed Area and may remove Railway Property at any time, but in doing so Arc must make good any damage caused by Arc to any of the Licensee's Property.
- (4) Save as otherwise permitted by this Agreement or with Arc's express prior approval, the Licensee must not damage or interfere with Railway Property on the Licensed Area and must take reasonable action to prevent damage or interference to the Railway Property by other persons.

2.5 Aboriginal culture and heritage, minerals, fossils and relics

- (1) Any valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, a treasure trove, coins and articles of value found on the Licensed Area, Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area shall as between the parties be and remain the property of the Network Lessee.
- (2) Any Aboriginal Cultural Materials or materials associated with Aboriginal cultural heritage (including but not limited to objects, tangible or intangible elements of Aboriginal cultural heritage, or Aboriginal ancestral remains) found on the Licensed Area, Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area shall be managed by the parties in accordance with the requirements of the Aboriginal Heritage Act.
- (3) The Licensee must immediately upon the discovery of those things stated in clause 2.5(1) and 2.5(2):-
 - (a) take precautions to prevent their loss, removal or damage; and
 - (b) give Arc written notice of the discovery.

3 Term

3.1 Term

This Agreement commences on the Commencement Date and terminates on the Expiry Date, unless terminated earlier in accordance with the terms of this Agreement.

3.2 Extension of Term

- (1) If the Licensee wants to extend the Term, it must give written notice to Arc, no later than 3 Months prior to the Expiry Date, of the period of time that the Licensee wishes to extend the Term by.
- (2) Arc may, in its absolute discretion, elect whether or not to agree to an extension of the Term and the applicable terms and conditions for that extension.

3.3 Holding over

If the Licensee continues to occupy the Licensed Area after the expiration of the Term with the written consent of Arc but has not otherwise:

- (1) been granted an extension of the Term; or
- (2) entered into a new agreement governing the Licensee's use and occupation of the Licensed Area,

then the Licensee does so subject to the terms of this Agreement except that Arc or the Licensee may terminate the Licensee's use and occupation of the Licensed Area at any time by written notice to the other party.

4 Use Fee

4.1 Payment

On and from the Commencement Date, the Licensee must pay the Use Fee to Arc within 21 days of the date of a tax invoice issued by Arc for the Use Fee.

5 Other Payments

5.1 Rates and Taxes

- (1) If applicable to the Licensed Area, the Licensee must pay an amount equal to the Licensee's Share of all Rates, and Taxes to Arc within 21 days of the date on which Arc requests payment.
- (2) In this clause 5.1, **Licensee's Share** means the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice or, where the Rates and Taxes relate to or are inclusive of a building or structure on the Licensed Area, then the Rates and Taxes that relate to the building or structure in addition to the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice.

5.2 Services

- (1) The Licensee must pay an amount equal to the Licensee's Share of all Service charges:
 - (a) direct to the relevant Services Supplier before those charges become overdue; or
 - (b) in the case of any such Service charges imposed on Arc, to Arc by the date requested by Arc.

- (2) The Licensee must also pay to Arc on the date and in the manner requested by Arc, an amount equal to the Liability incurred by Arc in connection with the supply of the Services to the Licensee, including Arc's administrative and operating costs reasonably incurred.
- (3) In this clause 5.2, **Licensee's Share** means:
 - (a) if the Licensed Area has a separate consumption meter for the relevant Service, 100%; or
 - (b) if the Licensed Area does not have a separate consumption meter for the relevant Service, the relevant Service charges that relate to the Licensed Area (as reasonably determined by Arc) divided by the total Service charges.
- (4) A statement or invoice from Arc will be prima facie evidence of the amount payable in respect of any Service charges which are unmetered.
- (5) If, within 21 days from receiving written notice of a second demand for payment of an amount relating to the provision of any Service, the Licensee does not pay that amount, then Arc may, in its absolute discretion, discontinue the supply of the Service to the Licensed Area until the Licensee has paid in full that overdue amount and any accrued interest, fines, penalties and other charges relating to reconnection of supply of the Service.

6 Interest on Overdue Amounts

- (1) The Licensee must pay interest on any amounts due to Arc under this Agreement which are not paid by the Licensee when due.
- (2) Interest:
 - (a) will accrue daily at the rate per annum equal to the Default Rate;
 - (b) will be computed from and including the day when the money on which interest is payable becomes owing to Arc by the Licensee until but excluding the day of payment of that money;
 - (c) will be calculated on the actual days elapsed based on a 365 day year; and
 - (d) must be paid by the Licensee to Arc on demand.

7 Payments

- (1) All payments by the Licensee under this Agreement must be made:
 - (a) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;
 - (b) to Arc or any other person nominated by Arc;
 - (c) at the place and in the manner reasonably required by Arc; and
 - (d) no later than 5pm local time in the place where payment is to be made.
- (2) If the Licensee is compelled by Law to make a deduction or withholding from any payment, the Licensee must promptly pay to Arc the additional amount necessary so

that the net amount received by Arc equals the full amount which would have been received by Arc if no deduction or withholding had been made.

(3) Arc does not need to make a demand for payment of any amount required to be paid by the Licensee under this Agreement unless required by Law.

(4) If:

(a) Arc in any notice requesting payment for any amount; or

(b) this Agreement,

does not specify when a payment is due, it is due within 21 days after Arc gives notice requesting payment.

8 Goods and Services Tax

(1) Except where the context suggests otherwise, terms used in this clause 8 have the meanings ascribed to those terms by the GST Act.

(2) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 8.

(3) Unless otherwise expressly stated, all amounts due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 8.

(4) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

(5) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(6) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.

(7) Any additional amount referred to in clause 8(6) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.

(8) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.

(9) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST) varies from the additional amount paid by the Recipient under clause 8(6) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this paragraph) then the

Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any amount payable under this clause 8(9) must be paid no later than 14 days after the Supplier provides an adjustment note to the other party.

9 Licensee's Undertakings

9.1 Sewerage Infrastructure

- (1) Arc and the Licensee acknowledge that the Sewerage Infrastructure does not comply with the requirements of the *Rail Freight Systems (Corridor Land) Regulations 2000* but in this case have agreed:
 - (a) Arc will grant the Licensee a once-off concession permitting the Sewerage Infrastructure to remain on Corridor Land, as opposed to the removal of the Sewerage Infrastructure required for compliance with the *Rail Freight System (Corridor Land) Regulations 2000*;
 - (b) the Licensee will, at its cost entirely, maintain to Arc's satisfaction all drainage associated with the Sewerage Infrastructure and ensure at all times that the Sewerage Infrastructure complies with all relevant Laws, standards and Authorisations applicable to the Sewerage Infrastructure;
 - (c) if, prior to the expiry of this Agreement, Arc (acting reasonably) requires the Sewerage Infrastructure to comply with *Rail Freight Systems (Corridor Land) Regulations 2000* then:
 - (i) Arc must provide the Licensee with three (3) months notice in writing, of such changes or modifications (including removal) required to the Sewerage Infrastructure as is necessary to comply with *Rail Freight Systems (Corridor Land) Regulations 2000*; and
 - (ii) the Licensee must, at its cost entirely, implement the changes or modifications (including removal) to the Sewerage Infrastructure required by Arc, acting reasonably, within three (3) months following the date of notice provided by Arc; and
 - (d) if Arc provides notice to the Licensee in accordance with clause 9.1(1)(c), then the requirements set out in the notice will supersede the requirements of 9.1(1)(a) and 9.1(1)(b).
 - (e) the Licensee will, at its cost entirely, undertake the works required under clause 9.1(1)(c) no later than three (3) Months' before the expiry of this Agreement, or if this Agreement is terminated earlier, within three (3) Months from the date this Agreement is terminated.

9.2 General

- (1) Risk in the Licensee's Property remains at all times with the Licensee.
- (2) The Licensee must, at its own cost properly repair and maintain the Licensee's Property in compliance with the requirements of clause 9.2(1).
- (3) The Licensee must, at its own cost comply with all requirements of any relevant Government Agency or Law arising as a result of the use to which the Licensee puts the Licensed Area.

9.3 Licensed Area

- (1) Save as otherwise provided for in relation to the Sewerage Infrastructure, the Licensee must not modify the Licensed Area in any way, or construct, modify, remove or demolish any building, structure or other improvement situated on or within the Licensed Area, unless the Licensee:
 - (a) obtains all permits, Approvals, and consents required by any relevant Government Agency or Law (including where applicable the consent of the Rail Corridor Minister under section 47 of the *Rail Freight System Act 2000* (WA));
 - (b) obtains Arc's prior written consent (which may be granted or withheld in Arc's absolute discretion);
 - (c) complies with all requirements of any relevant Government Agency and all Laws and standards affecting the work; and
 - (d) complies at all times with Arc's Network Rules, codes of practice or any lawful direction of Arc;
 - (e) carries out the work in a safe and proper manner;
 - (f) uses its best endeavours to minimise any damage caused to the Licensed Area;
 - (g) uses only good quality materials; and
 - (h) employs only qualified and competent persons.
- (2) The Licensee acknowledges any improvements made by the Licensee to the Licensed Area will be at the risk of the Licensee.
- (3) The Licensee must promptly make good to the satisfaction of Arc any damage to the Licensed Area caused by the Licensee or its Personnel.

9.4 Cleaning

The Licensee must:

- (1) keep the Licensed Area clean and free of pests at all times; and
- (2) regularly remove any waste, garbage, and debris from the Licensed Area.

9.5 Maintenance

The Licensee must:

- (1) at its own cost, carry out structural work and all remedial works required by Law or any Government Agency as a result of the use to which the Licensee puts the Licensed Area;
- (2) at its own cost, properly repair and maintain the Licensed Area, including any buildings or structures not being used by Arc and the Licensee's Property;
- (3) promptly make good to the satisfaction of Arc any damage to the Licensed Area caused by the Licensee or its Personnel;
- (4) in the case where the building or structure is being used in whole or in part by Arc the maintenance and upkeep of the building or structure being used by Arc will be carried

out by Arc and the costs of that maintenance or upkeep will be apportioned to reflect the area used by Arc over the whole area of the building or structure; and

- (5) at its own cost, maintain the Licensed Area to ensure the requirements of the *Occupiers' Liability Act 1985* (WA) and the *Bushfires Act 1954* (WA) are met.

and at all times comply with the requirements of this clause 9.

9.6 Fences

- (1) The Licensee must, at its cost, erect fences on any boundary of the Licensed Area and within the Licensed Area:
- (a) if necessary for safety reasons given the purpose of the Licensee's use; or
 - (b) if directed to do so by Arc,
- (2) The fences must be of a type and quality and erected in the manner and location agreed by Arc.
- (3) The Licensee must properly repair and maintain any fences on the Licensed Area or within the Licensed Area, including the Fences.

9.7 Signage

The Licensee agrees to install and maintain, at its cost entirely, all signage specified under Item 7 of Schedule 1:

- (1) As reasonably required to prohibit non-permitted activities within the Licensed Area; and
- (2) If directed by Arc to do so.

10 Use of Licensed Area

10.1 Permitted Use

The Licensee may only use the Licensed Area for the Permitted Use and must not use the Licensed Area for any other use unless Arc gives its prior written consent.

10.2 Licensee's own enquiries

The Licensee has relied on its own enquiries about how the Licensed Area may be used and not on any representation from Arc or its Personnel.

10.3 No warranty by Arc in relation to the Licensed Area

- (1) Arc does not give any warranty of any kind that the Licensed Area is suitable for any purpose for which the Licensee intends to use it (including for the Permitted Use).
- (2) Any warranty in relation to the Licensed Area which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that Arc is not obliged to repair or improve any buildings or improvements forming part of the Licensed Area or to carry out any other structural works.

10.4 No warranty by Arc in relation to the Services

- (1) The Licensee acquires certain rights in relation to the Licensed Area with the benefit of all Services existing at the Commencement Date. However, Arc does not give any warranty that those Services are adequate or suitable for any purpose (including for the Permitted Use) for which the Licensee intends to use the Licensed Area.
- (2) Any warranty in relation to the Services which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that:
 - (a) Arc is not obliged to ensure that any of the Services are maintained; and
 - (b) any repair, replacement or other work relating to the provision of any Service is the responsibility of the Licensee.

10.5 Licensee to use and operate at own risk

The Licensee's use of the Licensed Area is at its own risk.

11 Safety and Security Undertakings

11.1 Safety and security directions

- (1) Arc may give directions to the Licensee concerning the safety or security of persons or property in relation to the Licensed Area.
- (2) The Licensee must promptly comply with all directions given by Arc in relation to the safety or security of persons or property in relation to the Licensed Area.

11.2 Safety rules

- (1) Without limiting clause 11.1, the Licensee must comply with all safety requirements (including complying with standard practices, procedures and rules and obtaining any relevant accreditation) specified by Arc in connection with the Licensee's use of the Licensed Area or otherwise in connection with this Agreement.
- (2) Arc may by further notice vary or add to those safety requirements at any time.
- (3) The Licensee must also ensure that any such safety requirements, as varied or added to from time to time, are complied with, at all times, by the Licensee's Personnel using the Licensed Area.

11.3 Rail Safety

The Licensee acknowledges and agrees that it must engage in good faith with Arc to reduce and manage risks to safety and railway operations, arising in connection with the Licensee's use of the Licensed Area. This may include (but is not limited to) the parties negotiating and entering into a safety interface agreement.

12 Accidents and Emergencies Affecting the Network

- (1) If any accident or other event connected with the Licensed Area causes damage to, or adversely affects any part of the Network, the Licensee must:

- (a) take no action which might jeopardise the safety of the operation of the Network;
 - (b) not, without Arc's prior consent, work on or interfere with any part of the Network which is damaged or otherwise affected by the relevant incident;
 - (c) notify Arc as soon as possible after the Licensee becomes aware of the damage;
 - (d) do everything reasonably possible (including complying with all requirements and directions from Arc) to enable Arc to repair the damage and restore the Network for use as quickly as possible; and
 - (e) promptly comply with all other directions and requirements of Arc in relation to the relevant incident.
- (2) Arc may close off any part of the Network which is damaged. The Licensee may not have access to the part which is closed off without first obtaining Arc's consent.
- (3) This clause 12 does not limit any Liability of the Licensee under any indemnity given to Arc or otherwise arising.

13 Environmental Undertakings

13.1 Licensee's general undertakings

The Licensee must:

- (1) comply with all Environmental Laws and Authorisations applicable to the Licensed Area or the Licensee;
- (2) obtain, at the appropriate time, and do all that is necessary to maintain in full force and effect all Authorisations relating to the Licensed Area or any activity in relation to the Licensed Area;
- (3) not do, or omit to do, anything which might directly or indirectly result in the revocation or suspension of an Authorisation in relation to the Licensed Area; and
- (4) immediately notify Arc on becoming aware of:
 - (a) the existence of any Environmental Condition on or affecting the Licensed Area; or
 - (b) the filing of a Claim against the Licensee in relation to an alleged failure to comply with an Environmental Law or an Authorisation in relation to the Licensed Area.

13.2 Licensee's remediation undertakings

- (1) If at any time (including before or after the Commencement Date):
 - (a) the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee;
 - (b) the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee; or

- (c) the Licensee breaches any Environmental Law or any Authorisation relating to the Licensed Area or the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area,

the Licensee must as soon as reasonably possible take all necessary action:

- (d) to comply with all Environmental Laws and Authorisations relating to the Licence Area; and
 - (e) so that the Environmental Condition is no longer present and any Environmental Damage is rectified.
- (2) The Licensee's obligations under this clause continue after the Expiry Date until all Environmental Damage has been rectified and all Environmental Laws and Authorisations complied with.

14 General Undertakings

14.1 Positive undertakings

The Licensee must:

- (1) use the Licensed Area in a safe and proper manner;
- (2) where there are buildings or other structures on the Licensed Area, comply with any relevant provisions contained in Schedule 3;
- (3) where there are buildings or other structures on the Licensed Area, maintain them to a standard not worse than set out in the Condition Report, fair wear and tear excepted;
- (4) take all measures reasonably necessary to protect people and property in the Licensed Area;
- (5) comply with all relevant requirements of any Government Agency and all Laws in connection with the Licensed Area;
- (6) promptly give Arc a copy of any notice received by the Licensee which relates to the Licensed Area;
- (7) immediately notify Arc if the Licensee becomes aware of any threat to the Licensed Area and comply with all of Arc's directions given for the purpose of protecting property or persons in relation to the Licensed Area; and
- (8) promptly inform Arc after becoming aware of any accident affecting the Licensed Area or any other damage to Licensed Area.

14.2 Negative undertakings

The Licensee must not (and must use its best endeavours to procure that no other person), except with Arc's consent:

- (1) interfere with or obstruct the operation of the Network;
- (2) permit or cause sewage, offensive matter or any drainage to flow onto or be placed on Corridor Land;
- (3) store or use flammable or explosive substance in the Licensed Area;

- (4) do anything which is dangerous, offensive or illegal or which is or may become a nuisance or annoyance to anyone;
- (5) interfere with or obstruct access to or overload the Services;
- (6) modify or interfere with the facilities for the provision of Services or any equipment connected to those facilities;
- (7) use the Licensed Area as a residence;
- (8) permit any other person to take possession of or use the Licensed Area, including permitting any other person to carry on business on or from the Licensed Area;
- (9) vacate the Licensed Area, except as required by this Agreement, or abandon the Licensed Area;
- (10) grant any right or interest of any kind, including a security interest over or in relation to this Agreement or the Licensed Area; or
- (11) fix or place signs, notices or advertisements on or near the outside of the Licensed Area which are not related to safety or other Network requirements.

15 Insurance Undertakings

15.1 Licensee's insurance undertakings

- (1) The Licensee must, at its expense, take out and maintain at all times during the Term and on terms and conditions satisfactory to Arc (acting reasonably):
 - (a) public liability insurance which covers the liability of the Licensee and its Personnel to any person arising out of or in connection with this Agreement or the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property, with a sum insured of not less than \$20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
 - (b) workers' compensation insurance and employer's indemnity insurance which complies with the relevant Laws against all Claims in respect of any personal injury to, or death of, any person employed or engaged by the Licensee which arises out of, or is cause or contributed to by, the performance or non-performance of this Agreement by the Licensees which insurance must provide cover:
 - (i) in respect of common law claims, for an amount not less than \$50,000,000 for each occurrence; and
 - (ii) for compulsory statutory workers' compensation insurance claims, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 1981 (WA)* or any other application legislation,

and the Licensee must ensure that each of its contractors, subcontractors and consultants also effects and maintains insurance under any applicable workers' compensation Laws;
 - (c) insurance adequately covering loss of or damage to the Licensee's Property;

- (d) any insurance required by Law as a result of the Licensee's use of the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property; and
- (e) any other insurance which is reasonably necessary to adequately protect Arc's interests under this Agreement, having regard to the terms of this Agreement,

(each, an **Insurance Policy**) and each such Insurance Policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

(2) The Licensee must:

- (a) pay each premium due under the Insurance Policies before the due date and, when reasonably requested by Arc, provide evidence of payment;
- (b) when reasonably requested by Arc, provide copies of certificates of currency for each Insurance Policy certified by the insurer;
- (c) immediately notify Arc if:
 - (i) an event occurs which:
 - (A) may give rise to a claim under any Insurance Policy; or
 - (B) could materially affect Arc's interests under this Agreement; or
 - (ii) an Insurance Policy is cancelled;
- (d) if required by Arc, make and pursue a claim under any Insurance Policy; and
- (e) if required by Arc, ensure that Arc's interests are noted on the policy of public liability insurance.

(3) Unless Arc consents, the Licensee must not:

- (a) do or allow anything to be done which could adversely affect any insurance taken out by Arc in connection with the Licensed Area or which could increase the cost of obtaining that insurance; or
- (b) settle, compromise or waive any claim under any Insurance Policy.

15.2 Variation of Sum Insured

Arc may give notice to the Licensee at any time requiring the Licensee to increase the maximum cover for the Licensee's public liability insurance if in the circumstances it is reasonable that the cover be increased.

16 Access to Services and Telecommunications Undertakings

16.1 Services

The Licensee must, at all times, allow any Government Agency (including its Personnel) or any third party authorised by Arc access to any Services over, under or on the Licensed Area for any purpose lawfully required by the Government Agency.

16.2 Telecommunications facilities

- (1) The Licensee must allow Arc or any third party authorised by Arc access to any telecommunications equipment or facility and associated materials over, under or on the Licensed Area at any time.
- (2) The Licensee must not interfere with or disturb any telecommunications equipment or facility or associated materials over, under or on the Licensed Area.

17 Entry and Rectification by Arc

17.1 Right to enter

Arc may enter the Licensed Area at any time without notice:

- (1) for all railway related purposes or anything which Arc is required to do by Law or is permitted to do under this Agreement or under the Government Lease; and
- (2) to deal with any emergency or dangerous situations on or adjacent to the Licensed Area.

17.2 Arc may rectify

Arc may enter the Licensed Area without notice and at any time for the purpose of doing anything which should have been done by the Licensee under this Agreement but which has not been done or has not been done properly.

18 Indemnity and Limit of Liability

18.1 Indemnity by Licensee

Subject to the other provisions of this clause 18, the Licensee must promptly on demand, indemnify and keep indemnified each Arc Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against an Arc Indemnified Party in respect of:

- (1) the death of or injury to any person; or
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) the Licensee's use of the Licensed Area;
- (4) the existence and use of the Sewerage Infrastructure on the Licensed Area;
- (5) the presence of the Licensee, or the Licensee's Personnel and members of the public on the Licensed Area;
- (6) any failure by the Licensee to comply with the requirements of any Law or a Government Agency in so far as they relate to the Licensed Area;
- (7) a breach or non-performance of any of the obligations of the Licensee under this Agreement or any reasonable action properly taken by Arc to remedy that failure; or
- (8) any act or omission, fraud or Wilful Default of the Licensee or its Personnel,

but the indemnity will be reduced proportionately to the extent fraud, a Wilful Default or negligent act or omission of an Arc Indemnified Party has contributed to the relevant loss, damage, injury or death.

18.2 Arc not liable

The parties agree that to the extent permitted by Law, Arc is not liable to the Licensee and the Licensee must not make a Claim against Arc in respect any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Licensed Area or the Licensee's Property except to the extent caused by fraud, a Wilful Default or negligent act or omission of an Arc Indemnified Party.

18.3 Arc's limit of liability

- (1) The Licensee acknowledges and agrees that, to the extent permitted by Law and subject to clause 18.3(2), the total liability of the Arc Indemnified Parties to the Licensee for all Claims in connection with this Agreement is limited in aggregate to an amount equal to the Use Fee actually received by Arc over the term of this Agreement.
- (2) The limit of liability in clause 18.3(1) does not apply to a Claim made by the Licensee against Arc:
 - (a) under any provision of any Law which expressly prohibits the limitation of liability for Liability arising from a breach of that Law; or
 - (b) in respect of Liability arising from:
 - (i) the death of or personal injury to any person; or
 - (ii) any criminal acts, fraud or Wilful Default by Arc or its Personnel.

18.4 Liability for Consequential Loss

Notwithstanding any other provisions to the contrary in this Agreement and to the extent permitted by Law, neither party is liable to the other party in any circumstances for any Consequential Loss.

19 Assignment, Transfer and Encumbrances

19.1 Consent required

The Licensee must not and must not agree or attempt to:

- (1) assign, or attempt to assign, any of its rights;
- (2) sublicense any of its rights;
- (3) novate, otherwise transfer or attempt to transfer, any of its rights or obligations; or
- (4) grant, attempt to grant or allow to exist, a mortgage, charge or other security interest or encumbrance over any of its rights, title and interest,

under this Agreement, without the prior written consent of Arc (which may be withheld in its absolute discretion).

19.2 Exclusion of statutory provisions

The operation of sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from this Agreement.

20 Termination

20.1 Termination by Arc

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, Arc may immediately terminate this Agreement by written notice to the Licensee if:

- (1) the Licensee repudiates this Agreement;
- (2) the Licensee abandons the Licensed Area;
- (3) the Licensee does not pay on the due date, the Use Fee or any amount due to Arc under this Agreement and such failure is not remedied within 14 days of Arc giving notice to the Licensee of the failure;
- (4) the Licensee fails to comply with any of its other obligations under this Agreement and that failure is not remedied within 30 days of Arc giving notice to the Licensee requiring the failure to be remedied; or
- (5) an Insolvency Event occurs in respect of the Licensee.

20.2 Effect of termination

- (1) If Arc terminates this Agreement pursuant to clause 20.1 it will be entitled to damages as if the Licensee had repudiated this Agreement and that repudiation had been accepted.
- (2) Termination of this Agreement under no circumstances will abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

20.3 Licensee's obligations on termination

Unless otherwise notified in writing by Arc, the Licensee must vacate the Licensed Area leaving it in a condition no worse than when it took over possession of the Licensed Area and remove all the Licensee's Property, including the Sewerage Infrastructure, by the Expiry Date or, if this Agreement is terminated before the Expiry Date, as soon as reasonably possible after this Agreement is terminated.

20.4 Abandonment by the Licensee

- (1) If the Licensee does not remove all of the Licensee's Property in accordance with clause 20.3, Arc may demolish or otherwise remove and dispose of any of the Licensee's Property.
- (2) The Licensee must promptly on demand indemnify Arc against any Liability incurred by Arc in demolishing, removing and disposing of any of the Licensee's Property in accordance with this clause.

20.5 Risk

The Licensee's Property, including the security of it is at the Licensee's risk at all times, including after the termination of this Agreement.

20.6 Damage caused by vacating

(1) If damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure is caused by the Licensee, its Personnel:

- (a) using the Licensed Area;
- (b) vacating the Licensed Area; or
- (c) removing the Licensee's Property,

where:

- (d) that damage relates to Railway Infrastructure or Railway Property, Arc will, at the Licensee's cost undertake any required repair work; or
 - (e) that damage relates to the Licenced Area or Corridor Land, which is free of any Railway Infrastructure or Railway Property, the Licensee may, with the prior written consent of Arc, undertake any required repair works at its cost and to Arc's satisfaction.
- (2) For the purposes of clause 20.6(1), damage to the Licensed Area or Corridor Land includes works undertaken by the Licensee or the Licensee's Personnel within the Corridor Land prior to the commencement of this Agreement, which were not approved by Arc.
- (3) Arc will invoice the Licensee for the costs of any repair work incurred by it in accordance with clause 20.6(1) and the Licensee must pay Arc the amount specified on the tax invoice within 30 days of the date of the invoice.
- (4) The Licensee's obligations under this clause continue after the Expiry Date until all damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure caused by the Licensee has been repaired by Arc.

21 Costs and Expenses

21.1 Preparation of this Agreement

The Licensee will pay Arc's costs and expenses (including legal costs and expenses) in the sum of \$1,000.00, incurred in connection with the preparation, negotiation and signing of this Agreement.

21.2 Amendment and enforcement costs

The Licensee must, as and when required by Arc, pay or reimburse Arc for all of Arc's costs and expenses (including legal costs and expenses on a full indemnity basis) incurred in relation to:

- (1) any document assigning, varying or surrendering this Agreement;
- (2) giving any waiver, consent or approval under this Agreement at the Licensee's request;

- (3) any default under this Agreement by the Licensee; or
- (4) the enforcement of, or the preservation of any rights under, this Agreement.

21.3 Government imposts

The Licensee must pay when due or earlier if required in writing by Arc or reimburse Arc for, any duty, registration fees and other government imposts (including fines and penalties attributable to an act or omission of the Licensee) payable in connection with this Agreement and all other documents referred to in this Agreement.

22 Confidentiality

22.1 Acknowledgment of confidentiality

Each party acknowledges that the terms of this Agreement and all information provided by one party to the other under this Agreement are secret and must be treated as confidential. Any Confidential Information provided by a party to the other remains the property of the party providing it.

22.2 Confidentiality obligation

- (1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.
- (2) A party must not, without the prior written consent of the other party:
 - (a) use Confidential Information of the other party other than as necessary for the performance of this Agreement; or
 - (b) other than as permitted under clause 22.3, disclose Confidential Information of the other party.

22.3 Permitted disclosure

- (1) Subject to compliance with clauses 22.3(2) and 22.3(3), a party may disclose Confidential Information of the other party:
 - (a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (b) if required by Law or the rules of any stock exchange or any Government Agency;
 - (c) as required or permitted by this Agreement;
 - (d) to a ratings agency;
 - (e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (f) in connection with the management and control of trains on the Network or the efficiency of the Network generally;
 - (g) to enable a party to perform its obligations under or in connection with this Agreement;

- (h) in relation to the enforcement of its rights under or in connection with this Agreement;
 - (i) to its Related Bodies Corporate and its and their respective Personnel;
 - (j) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement;
 - (k) in any proceeding arising out of or in connection with this Agreement; or
 - (l) with the prior written consent of the other party, which must not be unreasonably withheld.
- (2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:
- (a) otherwise keep the Confidential Information confidential; and
 - (b) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 22.
- (3) Before making any disclosure pursuant to clause 22.3(1)(b), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:
- (a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

22.4 Survival

This clause 22 survives termination of this Agreement.

23 Dispute Resolution

23.1 Procedure to settle disputes

- (1) If a bona fide dispute arises between the parties in relation or in connection with this Agreement (**Dispute**) a party claiming that a Dispute has arisen must give notice to the other party or parties to the Dispute specifying the Dispute and requesting its resolution in accordance with this clause 23 (**Notice of Dispute**).
- (2) Subject to clause 23.1(3) the procedure that the parties must strictly follow to settle a Dispute is as follows:
 - (a) first, negotiation of the Dispute in accordance with clause 23.2;
 - (b) second, mediation of the Dispute in accordance with clause 23.3; and
 - (c) third, litigation of the Dispute in accordance with clause 23.4.
- (3) Nothing in this clause 2223:

- (a) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 23; or
 - (b) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.
- (4) The parties' obligations under this Agreement will continue notwithstanding any Dispute between the parties or the submission of a Dispute to mediation or referral of a Dispute to litigation under this clause 23.
 - (5) This clause 23 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
 - (6) This clause 23 applies even where the Agreement is otherwise void or voidable.

23.2 Negotiation

- (1) Senior representatives from each party must meet, within five (5) Business Days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.
- (2) If the Dispute is not resolved within 14 days after the Notice of Dispute is given, the Dispute will be referred to the chief executive officers of the parties who must meet, within 21 days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.

23.3 Mediation

- (1) If the Dispute is not resolved within 28 days after the Notice of Dispute is given, the Dispute is by this clause submitted to mediation (**Mediation Notice**).
- (2) The mediation must be conducted in Perth, Western Australia by a single mediator. The Resolution Institute of Mediation Rules (at the date of this Agreement) as amended by this clause 23 apply to the mediation, except where they conflict with this clause 23.
- (3) If the parties have not agreed upon the mediator and the mediator's remuneration within five (5) Business Days of the Dispute being referred to mediation:
 - (a) the mediator is the person appointed by; and
 - (b) the remuneration of the mediator is the amount or rate determined by,

the Chair of the Resolution Institute (WA Chapter) (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of either party.
- (4) Unless the parties otherwise agree:
 - (a) each party may appoint a person, including a legally qualified person to represent it or assist it in the meditations;
 - (b) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (c) the costs of the mediator will be borne equally by the parties.

23.4 Litigation

Irrespective of whether or not a Mediation Notice has been issued, if the Dispute is not resolved within one (1) Month after the Notice of Dispute is given, either party may commence legal proceedings in respect of the Dispute in a Court of competent jurisdiction.

24 Notices

24.1 Notices in connection with this Agreement

- (1) A notice, approval, consent nomination, direction or other communication (**Notice**) in connection with this Agreement:
- (a) must be in legible writing and in English addressed as shown in Item 7 of Schedule 1 or as specified to the sender by a party by notice;
 - (b) may be given by:
 - (i) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee;
 - (ii) post, in which case the Notice is regarded as given by the sender and received by the addressee two (2) Business Days from the date of postage: or
 - (iii) a copy of the Notice may be sent by email, in which case the Notice is regarded as being given by the sender and received by the addressee when the email 'read receipt' is received by the sender, which 'read receipt' must be retained to evidence receipt of the email Notice,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
 - (c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- (2) A Notice sent or delivered in a manner provided by clause 24.1(1)(b) must be treated as validly given to and received by the party to which it is addressed even if:
- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.
- (3) In this clause 24.1, a reference to an addressee includes a reference to an addressee's Personnel.

24.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

25 Governing Law

25.1 Law of this Agreement

This Agreement takes effect, is governed by and is to be construed in accordance with the Laws for the time being of the State of Western Australia.

25.2 Jurisdiction

- (1) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- (2) Arc and the Licensee irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia on the basis that the process has been brought in an inconvenient forum.

26 Risk and Cost of Performing Obligations

26.1 Risk and cost

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

26.2 Arc may appoint agents

Arc may appoint any person or persons to represent it in relation to this Agreement and any person so authorised by Arc may exercise the rights and powers of Arc under this Agreement.

26.3 Licensee's Liability

The Licensee is liable for the acts and omissions of the Licensee's Personnel and other persons authorised by the Licensee (including without limitation members of the public) to enter onto or use the Licensed Area (including Corridor Land used for access), as if those acts or omissions were those of the Licensee.

27 General

27.1 Survival of obligations

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant party and survives termination of this Agreement.

27.2 Civil Liability Act

The parties agree that to the extent permitted by Law, the operation of Part 1F of the *Civil Liability Act 2002 (WA)* is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of Law.

27.3 Exercise of rights

- (1) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.

- (2) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (3) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

27.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

27.5 Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the signing of documents.

27.6 Variation

This Agreement may not be varied except in writing signed by all parties.

27.7 Severability

If any provision of this Agreement is voidable, void, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

27.8 Waiver

- (1) Waiver of any right, power, authority, discretion or remedy arising on default under this agreement must be in writing and signed by the party granting the waiver.
- (2) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under this deed does not result in a waiver of that right, power, authority, discretion or remedy.

27.9 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Licensee as agent of Arc for any purpose whatever and the Licensee has no authority or power to bind Arc or to contract in its name or to create a liability against it in any way or for any purpose.

27.10 Public statements

The Licensee agrees that it will not in any circumstances make any statements to or provide any information to any form of media which may concern in any way Arc or its business or any other matters referred to in this Agreement without first having obtained Arc's written consent to do so and that it will direct any media enquiries to Arc.

27.11 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

27.12 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

27.13 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

27.14 Survival

Clauses 7, 13, 18, 20, 22, 23, 25, this clause 27 and any rights or obligations which accrued in respect of a prior breach of this Agreement, survive the expiry or termination of this Agreement.

27.15 Entire understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Schedule 1 Details

Item 1 Licensed Area

That part of the Corridor Land delineated in red on the plan in Schedule 2 excluding any Railway Infrastructure on that part of the Corridor Land, together with a right to pass over Corridor Land as is necessary for the purpose of access to and from that part of the Corridor Land delineated in red on the plan in Schedule 2.

Item 2 Commencement Date

The date on which the last party executes this Agreement.

Item 3 Term

Five (5) years from the Commencement Date.

Item 4 Use Fee

\$1000.00.

Item 5 Permitted Use

Use of the Licensed Area;

- (1) to allow members of the public to use and access the following
 - (a) heritage machinery display;
 - (b) picnic benches;
 - (c) pedestrian footpath;
 - (d) short term roadside parking; and
 - (e) the water standpipe.
- (2) by the Licensee in order to maintain:
 - (a) heritage machinery display;
 - (b) the Sewerage Infrastructure; and
 - (c) the water standpipe.

Item 6 Fences

The Licensee must erect fencing at a minimum height of 1.2 metres around the Sewerage Infrastructure.

Item 7 Signage

The Licensee must install signage prohibiting camping or long term parking within the Licensed Area.

Item 8 Address for service of each party

(1) Arc's postage address for service is:

Address: Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Email: legal@arcinfra.com

Attention: Legal

(2) Licensee's postage address for service is:

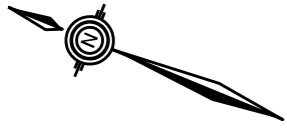
Address: 22 Campbell Street Cuballing, Western Australia 6311

Email: ceo@cuballing.wa.gov.au

Attention: Stan Scott

Schedule 2 Licensed Area

See attached diagram reference 2018-01-038-LE-D-200 Rev 0.



LEGEND

- ARC INFRASTRUCTURE PTY. LTD.
- ① LICENCED AREA 4000m² ② LICENCED AREA 19650m² ③ LICENCED AREA 8400m²
- ARC INFRASTRUCTURE RAIL CORRIDOR
- EXISTING LEASE BETWEEN THE SHIRE OF CUBALLING AND PTA
- CADASTRAL BOUNDARY

ISSUED FOR USE

						Drafted NO Date 21.09.2022 Designed Date Regional Engineer Date Checked M.CAMBOURAKIS Date 28.09.2022 Approved Date C. RICHARDS Date 28.09.2022		CUBALLING SHIRE OF CUBALLING LICENCE TO USE AND OCCUPY CORRIDOR LAND	
Minutes of the Shire of Cuballing Ordinary Meeting of Council held Wednesday 19th October 2022 0 NO 21092022 UPDATED TO INCLUDE 3RD LICENCE AREA - ISSUED FOR REVIEW MC CR				Horizontal Datum MGA94 - Z50 Vertical Datum AHD		Scale N.T.S.		Drawing No. 2018-01-038-LE-D-200 81 Rev. 0	
Reference Drawing Number	Reference Drawing Title	Rev	Drafted	Date	Revision Details	Checked	Approved	NOTE: Indicates information on original issue of drawing or last revision of drawing	

Schedule 3 Buildings and other structures on Licensed Area

See plan attached to Schedule 2

Schedule 4 Condition Report of Buildings and other structures on Licensed Area

See attached.











Schedule 5 Aboriginal Culture and Heritage and Environmental Protection

Not Applicable.

Signing page

Executed as an Agreement

Executed by
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
in accordance with section 127 of the *Corporations Act 2001*

sign here ► _____
Director

print name _____

sign here ► _____
Director/Company Secretary

print name _____

The seal of the **Shire of Cuballing**
ABN 42 249 968 875 was hereunto affixed in
the presence of:

.....
Signature of Chief Executive Officer

.....
Signature of Shire President

.....
Name of Chief Executive Officer

.....
Name of Shire President

URBIS



**CUBALLING RAIL
RESERVE
REDEVELOPMENT CONCEPT
PLAN**

PREPARED FOR
SHIRE OF CUBALLING
FEBRUARY 2021

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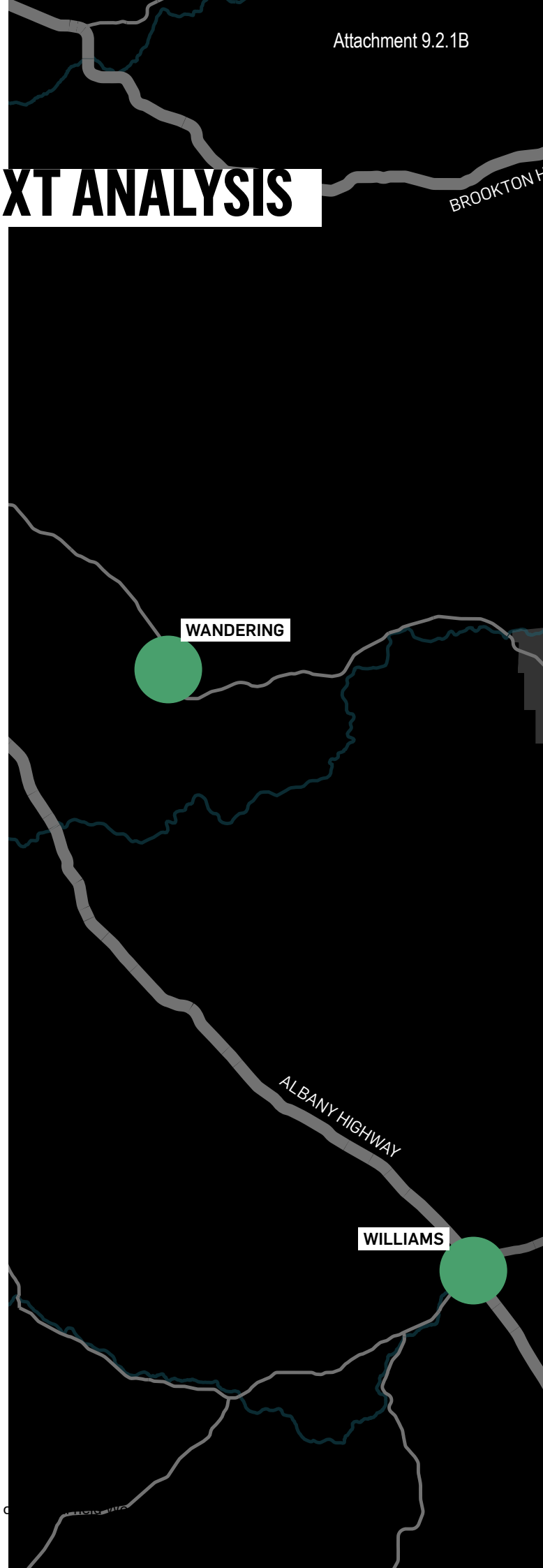
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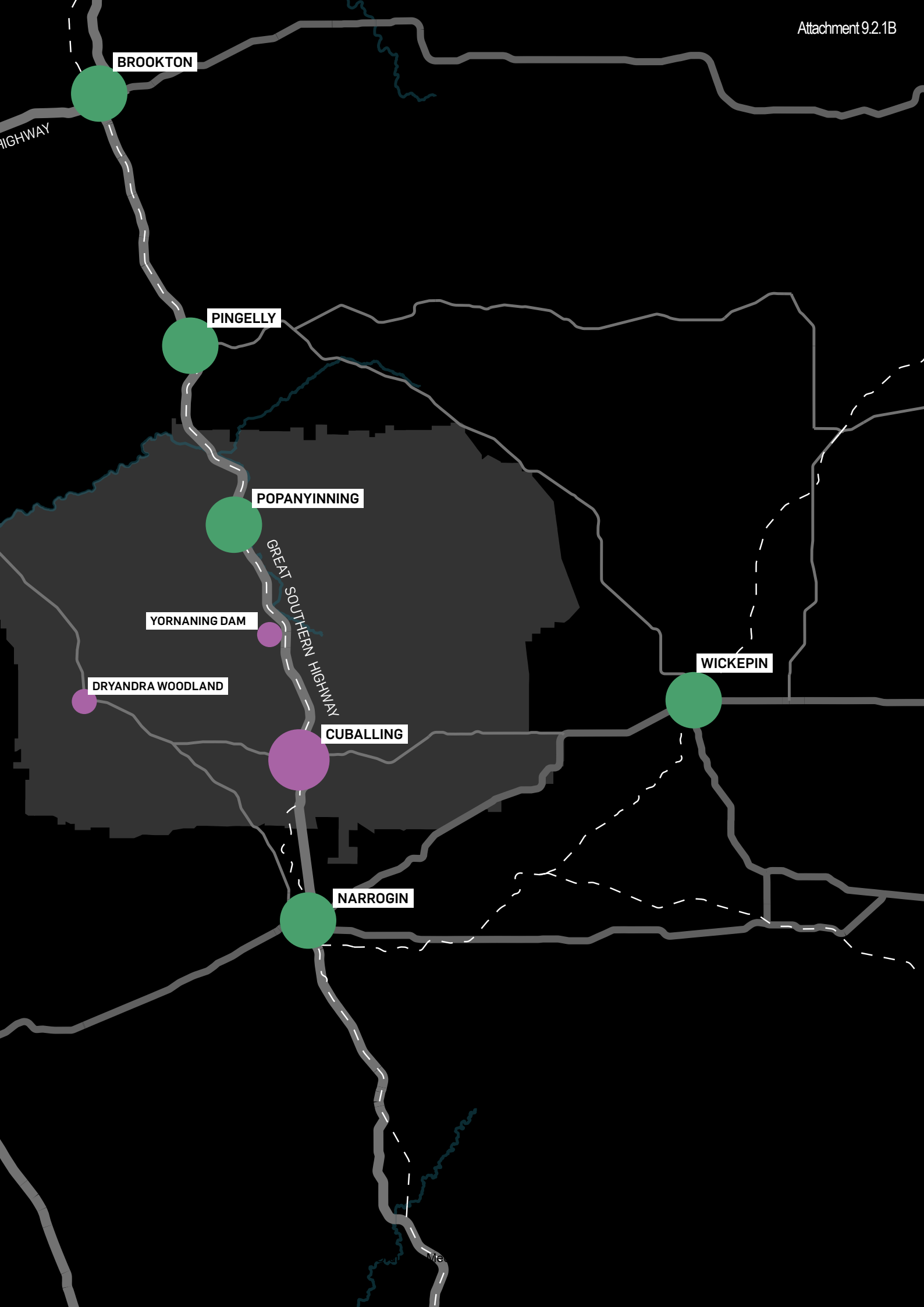
1.0 SITE AND CONTEXT ANALYSIS

1.1 REGIONAL CONTEXT

Cuballing is located along the Perth to Albany rail line and Great Southern Highway between Brookton and Narrogin. Originally founded as a rail stop, Cuballing now exists as a town centre and an administrative and employment hub for the surrounding farming community.

The Dryandra Woodlands made up of the Montague and Lol Gray State Forests is a nearby asset that draws visitors from around the state.





1.1 STUDY AREA

The site is located in the centre of town and largely exists in a semi natural state. The northern extent is defined but not constrained by Campbell Street/ Bullara Street. The southern boundary is similarly flexible but has been broadly outlined by the informal Darcy Street extension over the rail. The Great Southern Highway sits to the east of the site and is a regularly travelled route. Alton Street defines the western boundary.

The Perth to Albany rail line dissects the site, however the station is no longer in operation. The rail line is a visual and physical barrier between the eastern and western sides of the town. A rail crossing point is located on Campbell/ Bullara Street.

The site largely classified as crown reserve to accommodate the rail line. A privately owned parcel is located in the north east corner within the site boundary. Other uses such as an ANZAC memorial, art and machinery displays and informal parking areas make up the remainder of the site.

The site contains an expanse of natural vegetation on both sides of the rail corridor being thicker in the southern extent.

The site is adjacent to the Cuballing Tavern, the Youth and Community Park and Cuballing Store/ Roadhouse and old Post Office and in close proximity to the Agricultural Hall. Further afield is the Dryandra Equestrian Centre and ovals which is an activity generator within the town.

The sites central location, proximity to existing amenities and limited utilisation offer an opportunity to transform this site into an important community asset.





1.2 CHARACTER AND IDENTITY

1.2.1 NATURE

The site sits on dark yellowish brown Archaean granites offering a stark contrast against the green of the vegetation. This vegetation is typically scrubby in nature with the occasional tall gums offering wider shade and visual relief. The site is largely flat with limited topographic changes.

Areas of high civic value such as the ANZAC Memorial have been planted with turf and provide a delineation between the formal and informal landscapes.

Finding a balance between this inform and formal approach will be important. This should celebrate the natural landscape but also build on the amenity, comfort and structure that the formal approach brings.

1.2.2 HERITAGE

A number of heritage buildings sit on the boundary of the site and contribute to the aesthetic and character. These include the former Post Office and the Cuballing Hotel and Tavern dating back to the early 1900's and feature a Federation Arts and Craft architectural style. Other structures in the wider context such as the Town Hall also contribute to the heritage of the area.

Although these features are not on the site they contribute to a larger story around the role and function of the town and can be utilised as an attraction for visitors to the town. Views from the site to these heritage features should be preserved and celebrated. There may be opportunity to bring some of the heritage flavour into the site as has been done through the placement of heritage farm equipment.

1.2.3 MATERIALS

The site is largely informal in its materiality. Car parks within the site are either gravel or compacted blue chip and are not delineated by kerbing but rather by transition to other uses such as through footpaths, plantings or wooden bollards.

A range of custom wrought iron art pieces and street furniture infrastructure built out of old machinery have been placed across the site. These features contribute to the identity to the area and offer an insight into the history and purpose of the town.

Building on the materials present and establishing a consistent approach to the materials used on site will help to tie the site together and present a clear and consistent message to users of the site and the wider community.

1.2.4 PURPOSE

The original purpose of the site was as a station for the Great Southern Railway. As the station and siding became unnecessary the sense of purpose for the site also faded. Whilst the site has facilitated a number of uses since then it still lacks a clear underlying purpose.

The sites location in the centre of town establishes a level of importance and interaction that can be built upon. Re-establishing a clear purpose for the site will be an important step in guiding the sites future.



Rail Corridor



Native Vegetation)



Informal Parking



Old Post Office



Custom art and street furniture



Formal ANZAC memorial



Cuballing Tavern

1.3 ANALYSIS: OPPORTUNITIES & CONSTRAINTS

1.3.2 ACTIVITY

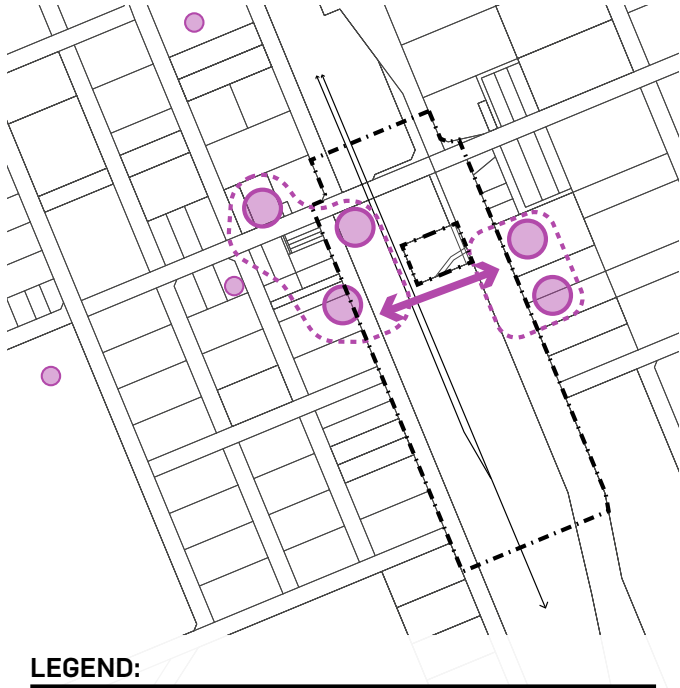
The site is centrally located to the Town Centre surrounded by local and tourist amenity.

- Key sites include:
- War Memorial
 - Tavern
 - Roadhouse
 - Agricultural Hall
 - Community playground

A variety of local activity is located in proximity to the town centre, including the Shire office as an employment hub and local resource, Regional Equestrian Park and a local church.

The site's location provides a unique opportunity to expand the existing concentration of activity. This offers potential to link to activities in the broader town with the site acting as a central stop over location and starting point for trails

A future opportunity exists to provide a connection point across the railway, as a new crossing point or a clear visual link.



LEGEND:

 Local activity	 Connection opportunity
 Enhance & expand existing active area	

1.3.1 HERITAGE & FEATURES



Heritage features on the site and surrounding area provide an opportunity to highlight the built form and rail infrastructure as attractors for visitors.

The existing on-site displays of agricultural equipment are a key feature which can be incorporated into the future redevelopment of the site. Sculptural elements also provide entry statements into town and are a great way to engage with local artists and resources. An opportunity to consolidate and expand the sculptural elements should be explored.

These will need to be balanced against constraints around the railway, including safety and access.



LEGEND:

 Heritage buildings and infrastructure	
 Local sculpture and historical equipment displays	

1.3.3 ENVIRONMENT

A variety of public open spaces in proximity to the site and Town Centre provide potential connection and engagement points.

The site itself has a large amount of mature native vegetation. The south eastern corner has intermittent inundation and provides an opportunity for retention and integration of vegetation.






Clearer way finding can create and enhance new active and visual connections between open spaces and engage with the site.

Redevelopment will need to consider drainage and service requirements as the site currently houses a water pipe above ground along the eastern edge and drainage from the railway. This creates a visual and physical barrier.

Bushfire safety is an ongoing concern across the region. Retained vegetation in this area will need to comply with bushfire protection zone regulations.



LEGEND:

- | | |
|--|---|
|  Public Open Space |  Enhance existing connections |
|  Memorial turf area |  Opportunity to define new connections |
|  Native vegetation / wet area | |

1.3.4 MOVEMENT

Main access and thoroughfare to the site is via Great Southern Highway/Ridley Street







These high capacity roads make it difficult to stop in town. An opportunity exists to create a more formal and slow environment and integrate with alternative access points into the site along southern and eastern edges.

The use of gateways to denote place and encourage visitation to activities within the site Improved pedestrian connections across town will reintegrate the two sides of the rail.

Future connections, utilising existing road reserves or easements can create connections through town and to the site from the surrounding residences. This will help promote the site as a central community space / meeting ground.



LEGEND:

- | | |
|---|--|
|  Major access road |  Potential interface / access |
|  Local network |  Opportunity for future connections |
|  Gateway / Rail crossing |  Difficult stopping environment |

1.4 ANALYSIS: SUMMARY

KEY OPPORTUNITIES



Build on existing attractions and activities: Connect to existing uses surrounding the site while integrating new uses and amenities



Engage with wider context and activities: Utilise connections to wider regional activities to attract local and regional tourism



Create more formalised entry and stop over locations: Provide safe and accessible stopping points on main roads through town and enhance landmarks/way finding to encourage stopping



Existing heritage and key features: Utilise existing features on site and enhance connections to surrounding heritage/character areas



Existing Vegetation: Retain mature vegetation and incorporate natural features into redevelopment



Engage with existing connections: There is an opportunity to connect with existing walking/hiking and riding trails within the region, providing activation to the town centre

KEY CONSTRAINTS



Active railway: The railway line is a heritage feature of the site, however as it is still in regular use, activities and development will need to be kept at a safe distance or fenced.



Services: The above ground water pipe running along the eastern edge may impact access opportunities and acts as a visual barrier.



Multiple land ownership: The residential lot within the site presents a challenging interface.



Water: The site accommodates drainage for roads and rail and has minimal irrigation. Water sensitive design and utilization of any natural water resources should be incorporated.



Rail Reserve zoning: Varying uses on the site may have restrictions or particular guidelines as per existing zoning requirements.

DESIGN CONSIDERATIONS



Clarity: Enhance overall sense of place through visual and physical clarity, a common theme, way finding improvements and formalisation.



Site activation: Allow for a variety of uses / spaces within the site to encourage activity and engagement for the local community and visitors.



Identity: Draw from town's heritage and local character to establish identity.



Town activation: Capture passing trade to enhance business opportunities within the town. This could allow for expansion of business activities and opening hours.



Access: Make the site more accessible through additional connections and movements to and through the site.



Celebrate natural landscape: Retain existing vegetation and incorporate water sensitive design and planting.



Amenity: Provide amenity for local community and visitors through facilities, activities and spaces.



Regional Tourism: Connect with regional tourism activities. Provide opportunities to engage with existing surrounding historical, indigenous and nature trails.

2.0 CASE STUDIES

2.1 APPLE FUN PARK DONNYBROOK

Donnybrook provides an example of a town centre investing in a major attraction. It has a similar urban structure to Cuballing with a rail corridor sitting adjacent to the town centre resulting in a large expanse of underutilised land within walking distance of the main street. The town site was experiencing a decline in visitation coinciding with the reduction in rail use and transition to other economies. The Shire invested heavily in a playground to establish a major draw card, not just for the local community but for the wider region. The Apple Fun Park brings significant visitation to the town (although its separation from retail outlets on the main street remains an issue).

Relevance for Cuballing

A similar large attraction may assist in the activation of the Cuballing rail site that would be used by the local community but have wider appeal. The type of use would need to be carefully considered as there may be significant upfront and ongoing cost (particularly for the operation of a playground of this scale). A clear understanding of the target demographics would need to be understood.



2.2 MAIN STREET - CUNDERDIN

Cunderdin has a similar layout to Cuballing with a town centre split by the Great Eastern Highway. Opposite the main street there was an informal parking area set within the 100 metres of vacant highway reserve opposite the main street. This meant everyone accessing the retail would need to cross the street.

One of the approaches undertaken here was to swap the main street with the parking area to separate through movements from the active edge. This helped to provide a clear delineation of movement, facilitate pedestrian access and formalise and increase parking bays adjacent to the retail edge. The transition of the main street to parking also provided a clear entry threshold into the town centre. The change in pavement treatment (red parking bays and red brick footpath) provided a clear sense of purpose and a consistency to the public realm.

Relevance for Cuballing

A similar approach in formalising the edges of the main street would be appropriate in front of the Tavern site helping to delineate the activated part of the street, formalise parking and contribute to the identity to the centre.



2.3 UNDERSTORY ART TRAIL NORTHCLIFFE

The Northcliffe 'Understory' Art Trail is located adjacent to the Northcliffe town centre. This features a short art walk within the forest adjacent and contributes as an attractor for the town and provides a reason for travellers to stop. This art walk has been linked in with the visitors centre and is adjacent to the local museum offering an opportunity for locals and visitors to engage with the town and learn more of its history. The art within the site walk is also locally relevant and tells storeys of the forest, bushfires and indigenous heritage.

Relevance for Cuballing

Utilising the local asset (the forest) Northcliffe has created an attraction that enriches the community, ties in to the history of the town and requires limited maintenance and upkeep. Cuballing could institute something similar through a local historic walk building on its own local assets and history.



2.4 INSPIRATION



TOURIST ATTRACTORS



COMMUNITY ACTIVITIES



NATURE PLAY

3.0 COMMUNITY ENGAGEMENT

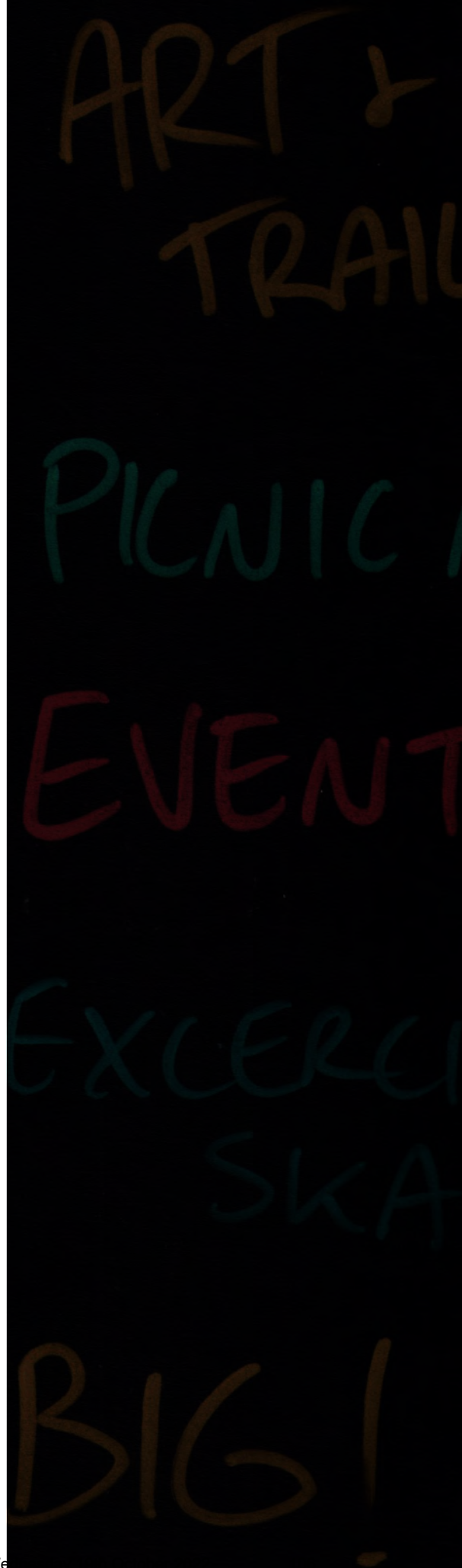
3.1 WORKSHOP

A workshop was undertaken with Cuballing staff and Community on the 25th of August 2020 to identify a vision and principles, investigate ideas from the community and to workshop and field test some design responses for the railway site.

3.2 VISION AND PRINCIPLES

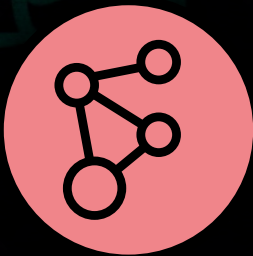
Through discussions at the workshop some key themes were identified as to the long term use of the site. From these discussions the following vision was identified.

THE CUBALLING RAILWAY SITE IS AN ENGAGING DESTINATION THAT PROVIDES AMENITY AND FOCAL POINT FOR THE LOCAL COMMUNITY TO GATHER AS WELL AS AN ATTRACTION FOR VISITORS PASSING THROUGH. THE SITE CELEBRATES THE HISTORY OF THE TOWN AND PROVIDES A SAFE AND INCLUSIVE EXPERIENCE FOR ALL.



3.3 DESIGN PRINCIPLES

The following principles have been established to help in the delivery of the program.



COMMUNITY

A HUB FOR LOCAL
COMMUNITY GATHERINGS,
AMENITY AND ACTIVITY.



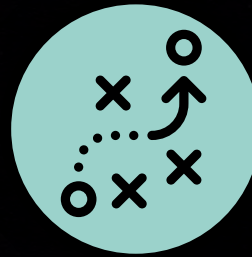
WELCOMING

A REASON TO STOP IN
TOWN AND ENJOY THE
ATMOSPHERE.
SOMETHING FOR EVERYONE.



ACTIVE

A WELCOMING PLACE OF
ACTIVITY, AND CREATIVITY.
AN INTERACTIVE AND
INFORMATIVE TOWN CENTRE
THAT ENCOURAGES RETURN
VISITORS

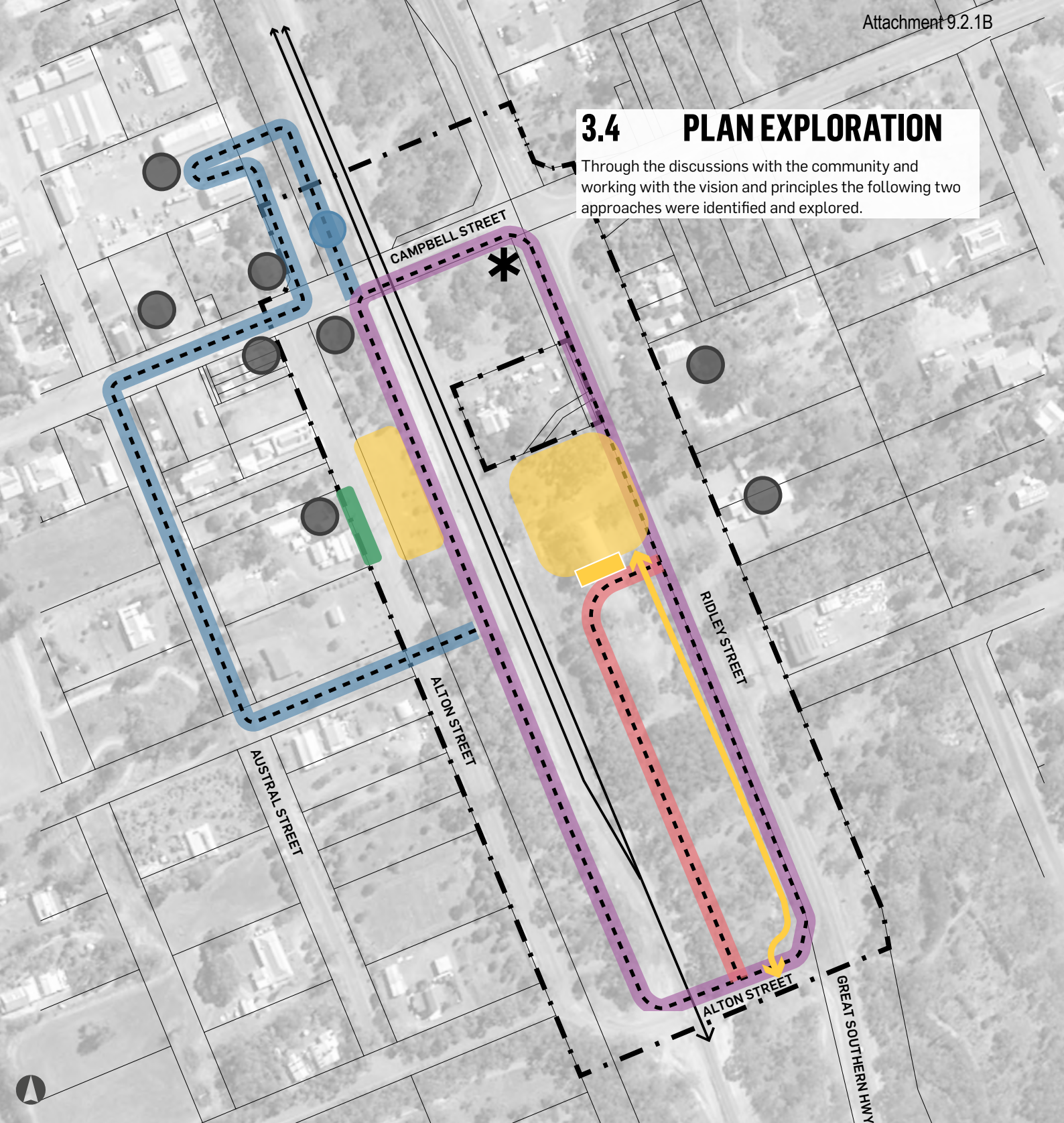


SAFE

A SAFE AND PEDESTRIAN
FRIENDLY LOCATION WHERE
YOU CAN PARK YOUR CAR, GET
OUT AND ENJOY CUBALLING

3.4 PLAN EXPLORATION

Through the discussions with the community and working with the vision and principles the following two approaches were identified and explored.













LEGEND:

- | | | | |
|--|------------------------------|--|--|
| | Subject Site | | Formalise Parking and pop up event space |
| | Railway Line | | New Building |
| | Existing Important Locations | | New Internal Access Road |
| | Heritage Trail | | Landmark Location |
| | Nature Trail | | Formalise Entry |
| | Art Trail | | |
| | Re-locate Tractor Display | | |



LEGEND:

- | | | | |
|---|------------------------------|---|--|
|  | Subject Site |  | Community Activity Focus |
|  | Railway Line |  | Formalise Parking and pop up event space |
|  | Existing Important Locations |  | Facilities / Playground Location |
|  | Heritage Trail |  | Retain Vegetation |
|  | Nature Trail |  | Landmark Location |
|  | Play & Exercise Trail |  | Potential Future Crossing |
|  | Formalise & Slow Zone | | |

4.0 CONCEPT PLAN

The following master plan is a culmination of the ideas generated from the community discussion, plan exploration and context analysis. The master plan has been broken down into a series of discrete projects that can be executed individually but contribute to the wider concept. These projects have been prepared as 'tear away' sheets on the following pages and offer specific guidance on the opportunities they present.

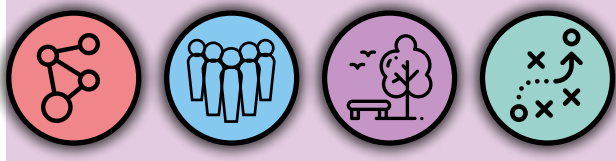
Each project has been detailed as to its extent, how it meets the communities vision and principles. The timing and staging of each discrete project can be undertaken according to the funding and resources available to the Shire at the time. However, it is important that each project considers this overarching master plan during its delivery to ensure that it contributes to the wider vision and that each element does not constrain future projects.

LEGEND

- | | |
|----------|----------------------------|
| 1 | ALTON STREET UPGRADES |
| 2 | NATURE PLAY |
| 3 | POP UP DRIVE IN |
| 4 | INFORMAL CAMPING |
| 5 | ART WALK |
| 6 | NATURE / WILD FLOWER TRAIL |
| 7 | BRIDLE TRAIN |
| 8 | HERITAGE TRAIL |







4.1 ALTON STREET UPGRADES



There is a clearly defined section of Alton Street extending from Campbell Street to the southern edge of the Cuballing Tavern that is suitable to be formalised into an attractive and pedestrian friendly street environment and will help to establish the setting for the town centre. This ties in with the planned upgrades to the adjacent memorial and encompasses the informal parking area opposite the tavern. These streetscape improvements include establishing both on and off street parking, footpaths and street trees.

The proposal does not include any raised platforms but recommends a change of pavement colour to highlight the change in road condition. The placement of parallel bays on either side of the road will tighten up the Alton Street right of way and will serve to reduce vehicle speeds. This will ensure that this section of the street functions as a pedestrian focused area.

Formalising the pavement and wrapping it around the corner to Campbell Street will provide a visual clue to passers-by as to the location of the main street and will assist in directing visitors to engage with this part of town. Existing buildings on the western edge sit directly adjacent to the street (at the zero lot line) as is typical of a retail street. The improved street interface and will accommodate the future re-use of these structures for commercial purposes.



A. Alfresco Seating



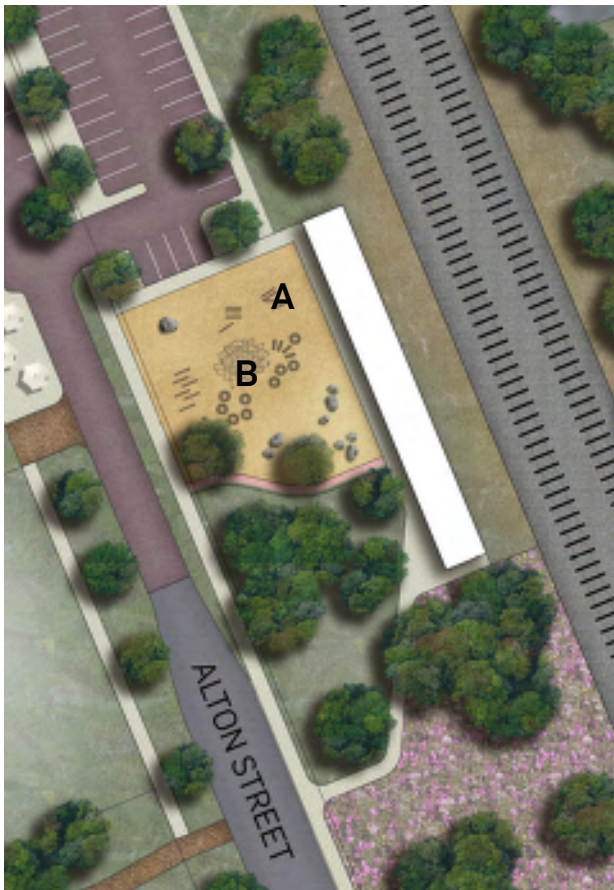
B. On Street Parking



C. Formalised Footpath



4.2 NATURE PLAY



The provision of a nature play space is fairly ubiquitous in regional towns with many of the adjacent shires having a similar feature. However, the reason for their proliferation is the natural attraction of them and (if designed correctly) the minimal maintenance cost that can accompany them. There is an expanse of land opposite the tavern that can host a nature playground. This site sits adjacent to the proposed formalised car parking as part of the Alton Street Upgrade, meaning that the parking here can service the tavern, memorial and nature play site.

Nature play can be based around a specific theme or topic and can be used to reflect local culture. For Cuballing town centre some possible themes could include the Dryandra Woodland, an equestrian or a farming theme. There may be opportunity to relocate and integrate the existing machinery display into the nature play area and utilise it as a backdrop to the play area.

The location of the nature play with additional space to the south means that the extent and scale of the nature play space can be adjusted based on the demand and available budget at the time. A challenge for the nature play will be to ensure separation of the playground from the rail corridor. A limited run of fencing can provide separation. This fencing can also be a feature/ themed to the nature play space.



A. Natural Equipment



B. Themed Play Equipment



4.3 POP UP DRIVE IN



The informal layover area opposite the roadhouse can be transformed into a gathering space for locals and visitors. Relocating the machinery display frees up land within this rail corridor and provides an opportunity to create a large and central space for the town. This is currently used as informal parking by passers-by and this use can continue into the future.

The provision of a visitor information here provides services for passing traffic and an additional reason to stop in Cuballing and engage with the rest of the town centre. This structure could also accommodate a movie screen that can show an informal outdoor drive-in style projection. The concept envisions a screen built into the information structure and a portable projector and speakers set up within the informal parking area.

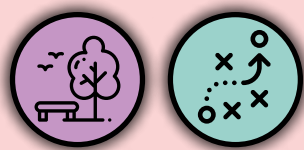
A movie screen here would provide an attraction for local community members and will have a pull from the wider region including campers at the Dryandra woodlands. Food and services may be available from the adjacent roadhouse and near-by tavern and it is in proximity to the nature play and tavern site to encourage pre and post theatre entertainment. The initial outlay to undertake this can vary depending on how permanent this structure is intended to be. This could initially be an inflatable screen that can become a more permanent structure over time.



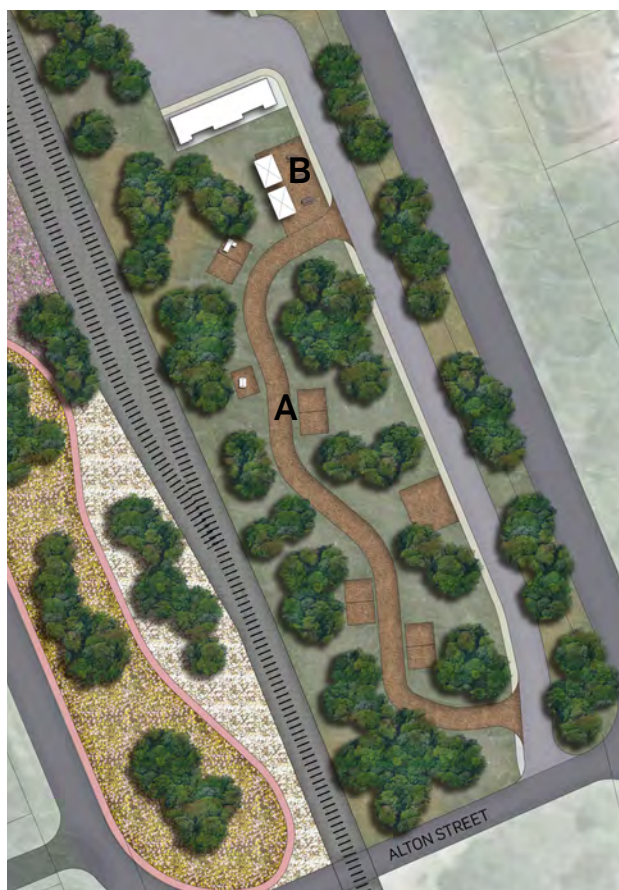
A. Drive-In Screen



B. Trellis Picnic Tables



4.4 INFORMAL CAMPING



The southern end of the site adjacent to the Ridley Street (Great Southern Highway) is an ideal spot to provide an informal camping location. It is understood that this is being used informally as a rest spot for travellers on the Great Southern already. However, this can cause some disruption to the local environment. Without access to services such as bins or designated camp pads this use will continue informally and could impact the environment and provide safety concerns.

The master plan indicates a limited number of sites nestled within the southern bush site. These can be located away from vegetation that may cause a fall risk or may be susceptible to damage from camping activities. Sites can also be located away from areas that are poorly drained or provide some other risk.

The looped road system identified provides some separation from the street edge whilst still remaining visible from the highway. The camp site connection to Darcy Street to the south formalises the existing movement system here and ensures that this connection can be controlled from a traffic and movement perspective.

The informal camp site can be paired with the visitors centre/ movie screen and additional services could be added to this structure such as an ablution block, a shelter or a small camp kitchen. The level of services provided will need to be balanced against the intention that these are available for overnight stops and not extended stays.

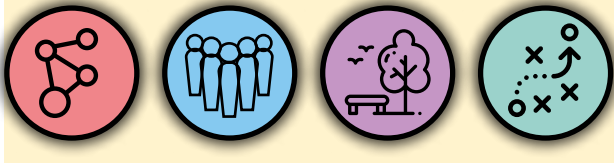
By acknowledging this existing use there is an opportunity to control how these sites are used and provide facilities to help keep the sites clean. Overnight campers may be more inclined to use the local services such as the roadhouse and tavern, and visit amenities such as the playgrounds, gallery, art walk and memorial.



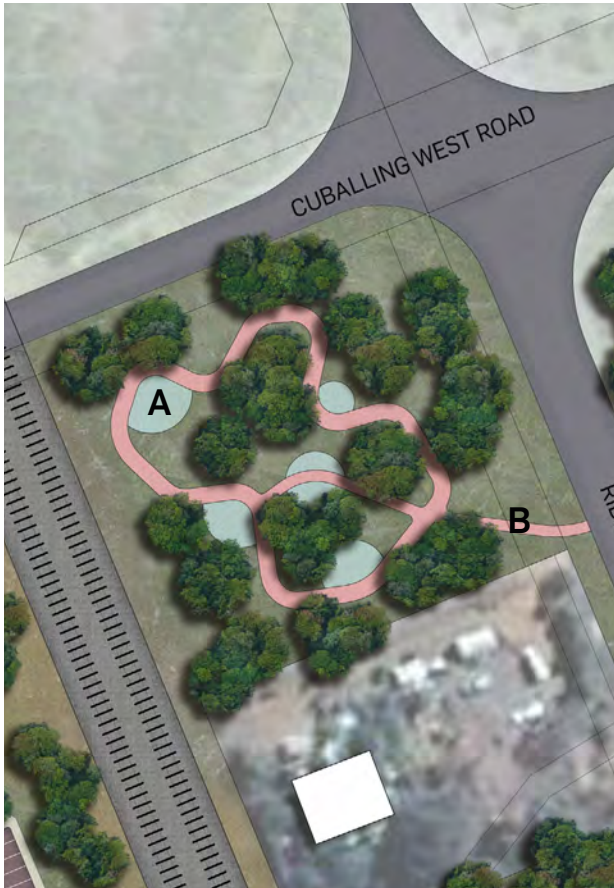
A. Camp Sites



B. Camp Kitchen/ Shelter



4.5 ART WALK



The concept plan identifies an art walk at the intersection of the Ridley Street (Great Southern Highway) and Campbell Street. This is a highly visible site for the town and serves as a gateway into Cuballing. This location already features an existing art piece and some landscape treatment on the corner. Additional pieces set amongst the bush can showcase local, regional and national artists. This site would connect across Ridley Street to the footpath network opposite and tie the site back into the town.

The concept plan shows an informal meandering pathway providing access to a number of art sites within a bush setting. This path should be constructed out of pea gravel or similar that matches the landscape but provides a clear route through the site. The existing vegetation on site provides a unique West Australian Wheatbelt aesthetic and contributes to the art pieces setting. Additional landscape treatment similar to what has been provided on the corner can be provided here to bulk up backdrop to the art pieces or a ground treatment could be provided to elevate the pieces. The range and type of pieces that can be located here should be durable as they will be exposed to the elements.

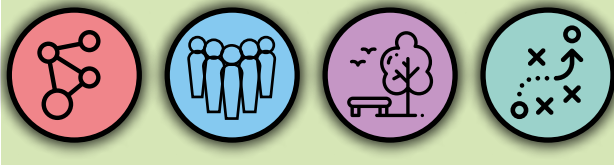
This art walk will provide a low maintenance attraction to the town that both offers an opportunity to display the towns creativity and establish a gateway attraction at a highly visible location. With the some engaging art pieces this can be promoted on social media and provide an 'Instagram moment'.



A. Art in Landscape



B. Pea Gravel Path



4.6 NATURE/ WILD FLOWER TRAIL



South of the nature play area there is an expanse of the rail corridor that finishes off the loop from Alton Street back to Ridley Street. This area is largely uncleared and maintains a natural aesthetic. A red paved footpath lines the eastern edge of Alton Road. This area is the least active area of the rail corridor without any adjacent attractions but it still provides a an opportunity for enhancement.

The concept plan illustrates how a wild flower trail could be incorporated into this site. This trail would loop from the edge of the nature play through the centre of the site and loop back to Alton Street providing a discrete trail. The trail would consist of natural materials, potentially pea gravel or crushed limestone that provides a trail through the bush. Either side of this but mainly focused on the edge between the path and Alton Street can be seeded with wildflowers that bloom in season. There is existing old farm equipment on site that should remain as this will pop among the wildflowers. This trail will operate as a regular walk trail for the rest of the season provide an additional walking loop in the town centre.

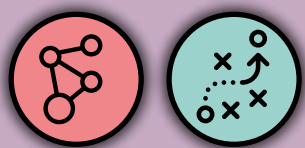
This wild flower trail can be provided with minimal investment. The gravel trail needs a limited amount of formality and the area can be enhanced with additional seeding. This may be something that occurs on a yearly basis.



A. Planting



B. Farm Equipment



4.7 BRIDLE TRAIL



The Dryandra Equestrian Centre is within an easy ride to the town centre. There are existing informal trails that connect the Equestrian Centre to the Town Centre located mid-block on Alton Street. These trails are informal in nature but provide access to the rail corridor strip. This use adds to the ambiance of Cuballing and is a unique feature that should be shared and celebrated.

The concept plan identifies the connection to the Equestrian Centre and highlights this to be formalised further to encourage this use and connection. Additional facilities such as a hitching post or water trough may be provided within the rail corridor to further encourage this activity.

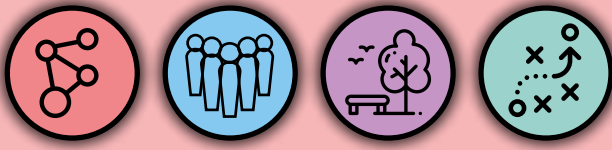
As this is an existing use there doesn't need to be an extensive expenditure to enhance this. Some simple signage identifying the bridle trail, and the provision of some basic facilities would encourage this use.



A. Bridle Trail



B. Hitching Post



4.8 HERITAGE TRAIL



Cuballing Town Centre has a number of heritage features across the centre. The history of these is known to the local community but has not been shared with the wider public. The heritage features include buildings such as the Old Post Office, Cuballing Tavern, the Anzac Memorial and the Town Hall but also includes sites that are no longer there such as the rail siding.

The concept plan includes a heritage trail that links around the town core connecting Alton Street to Austral Street via a new pedestrian connection on an unconstructed right of way, down Campbell Street and then back to Alton Street. This short walk can feature plaques detailing Cuballing Heritage as it relates to each site. An information board or similar can signify the start position in front of the tavern providing opportunity to present further history.

The heritage walk might be symbolised through a specific pavement treatment or alternatively through a series of plaques inset into the footpath or structures. These plaques can identify the history of the site and the direction of the trail. There is opportunity to further embed information into these plaques through QR codes or other mobile feature that links to an audio tour of voice recordings of local community members sharing their memories of the trains pulling into the siding, the big shindig at the tavern or other local anecdotes. This can be integrated into a wider project for the town to preserve the heritage and memories of the local community.



A. Fencing Detail



B. Former Cuballing Post Office

5.0 IMPLEMENTATION

The Shire can undertake a range of approaches to implement this master plan with each of the projects being discrete projects that can be delivered separately. However it is noted that there is some synchronicity between these projects and that some projects would benefit from the placement of others. These projects have been linked back to the design principles to understand what benefits these will bring to the town and wider community. This is intended to align actions with the community expectations on improvements to the town centre.

The Alton Street Upgrade will have the most impact in formalising the Town Centre and will provide a highly visible investment to the community and passing traffic. However, this is likely to be the highest cost undertaking and may require additional timing to allocate funding and schedule. Other committed improvements such as the Memorial Site and the future Nature Play will benefit from this improvement but need not rely on it being in place first as long as the future Alton Street upgrade is considered in their placement and construction.































The Nature Play project is the other higher cost improvement that will require additional planning and scheduling. This could be undertaken in a staged manner with smaller informal nature play space being installed and then growing over time in alignment with the Alton Street upgrades.

The remaining projects can be undertaken independent from each other and can be scaled up or down depending on the level of investment available.

5.1 IMPLEMENTATION GUIDE

This table identifies an indicative time frame and cost of each of the identified improvements. The cost is indicative only and will vary depending on the level of investment and upgrade chosen by the town. It is recommended that full cost assessments are undertaken prior to committing to the project.

The time frames are indicative and outline a broad range for planning and installation of the improvement. Many of the projects can be scaled to enable an early installation and then expansion over time.

SITE/PROJECT	IMPROVEMENT TYPE	PRINCIPLES				COST/ INVESTMENT \$ - 50K \$\$ - 50K- 100K \$\$\$ - 100K+	TIME FRAME
		Active 	Community 	Welcoming 	Safe 		
Alton Street Upgrade	Streetscape Space					\$\$\$	0-10 years
Nature Play	Space Built Element					\$\$-\$\$\$	0-5 years
Pop Up Drive in	Informal Built Element					\$-\$\$	0-2 years
Informal Camping	Informal Built Element					\$-\$\$	0-5 years
Art Walk	Trail Built Elements					\$-\$\$	0-5 years
Wildflower Trail	Trail					\$	0-2 years
Bridle Trail	Trail					\$	0-5 years
Heritage Trail	Trail					\$-\$\$	0-5 years

6.0 SUMMARY

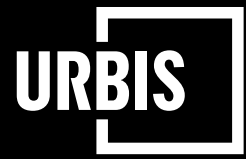
The proposed concept plan for the Cuballing Rail Reserve identifies a range of opportunities that exist over the site on how to upgrade and activate the two side of the town centre around the rail reserve. Working with the opportunities presented on site such as the existing assets, the strong sense of community and the expanse of underutilised land, a concept master plan has been prepared that offers direction on how the town centre may be improved.

The ideas illustrated in the concept master plan have evolved from the community consultation process and provide a cost effective and staged approach to integrating the town around the rail reserve. A series of projects evolved out of the consultation process. These have been located according to the surrounding context and available assets to ensure that they can be implemented with minimal outlay and effort. Each of these projects can work in isolation but contribute to a bigger picture that will see the integration of the two sides of the town around the rail corridor.

With these projects in place, Cuballing now integrates the rail corridor into its core. The final outcome is a town centre that celebrates its history, provides points of interests for the local community and visitors, and offers opportunity to support local businesses.







9.2.2 Review of Local Emergency Management Arrangements

Applicant:	Shire of Cuballing
File Ref. No:	ADM 233
Disclosure of Interest:	Nil
Date:	12 October 2022
Author:	CEO- Stan Scott
Attachments:	9.2.2A Local Emergency Management Arrangements Review – Issued Paper

Purpose

Council is asked to consider its future Local Emergency Management Arrangements.

Background

Local Governments are required to establish one or more Local Emergency Management Committees (LEMCs) to ensure that Local Emergency Management Arrangements (LEMA) are developed and maintained.

LEMA refers to the suite of emergency management documentation, systems, processes, agreements, and memorandums of understanding (MOU) that support a coordinated approach to EM at the local level. LEMA are currently outlined in an overarching document that is developed in consultation with key stakeholders, endorsed by the respective Local Government and noted by the affiliated DEMC and SEMC.

The Shire of Cuballing presently has a joint Local Emergency Management Committee with the Shire of Wickepin.

LEMA Review

The LEMA Review Issues Paper provides the following information on the purpose of the Review.

In 2019, the SEMC identified a trend of Local Governments with LEMA overdue for review. WALGA responded to this by informing SEMC of the key challenges Local Governments face in fulfilling their EM obligations including:

- *a lack of clarity around their EM roles and responsibilities,*
- *a lack of financial and human resources, and*
- *a misalignment between EM and the day-to-day business of Local Government.*

WALGA proposed that there was an opportunity to improve the LEMA model to make it more fit-for-purpose and suitable for Local Governments of different sizes with varying EM capability. Based on this advice, SEMC approved a LEMA Review using a sector-led approach. In 2021, DFES was granted funds through the Natural Disaster Resilience Program (NDRP) for a LEMA review and allocated AWARE grant funding to WALGA to ensure Local Governments would be actively represented in the review of local-level EM. The LEMA Review officially commenced in March 2022.

The LEMA Review aims to:

- *develop fit-for-purpose LEMA,*
- *streamline LEMA processes,*
- *encourage currency, and*
- *support Local Governments who lack EM resources.*

WALGA's role in the LEMA Review is to lead an engagement process with Local Governments. Based on the findings that emerge, WALGA will provide recommendations

It is likely to take several months for the results of the review and even longer to implement any changes resulting. The consolidation of legislation will likely take even longer. It is unlikely that any work we put in to improving Local Emergency Management Arrangements will be wasted.

Strategic Implications

Apart from a commitment to good governance there is no specific mention of emergency management or disaster recovery in the Community Strategic Plan.

Statutory Environment

Local Government has legislated responsibilities under the *Emergency Management Act 2005* and the *Bush Fires Act 1954*.

Policy Implications - Nil

Financial Implications

There are no notable financial implications as changes would be completed in house using existing resources.

Economic Implication - Nil

Environmental Considerations - Nil

Consultation

The CEO and 4 Councillors participated in a LEMA review workshop in Katanning.

Options

Council may resolve to:

1. Support the Offices Recommendation
2. Defer consideration pending further discussion at forum; or
3. Make an alternative decision (reasons required).

Voting Requirements – Simple Majority

COUNCIL DECISION 2022/112:

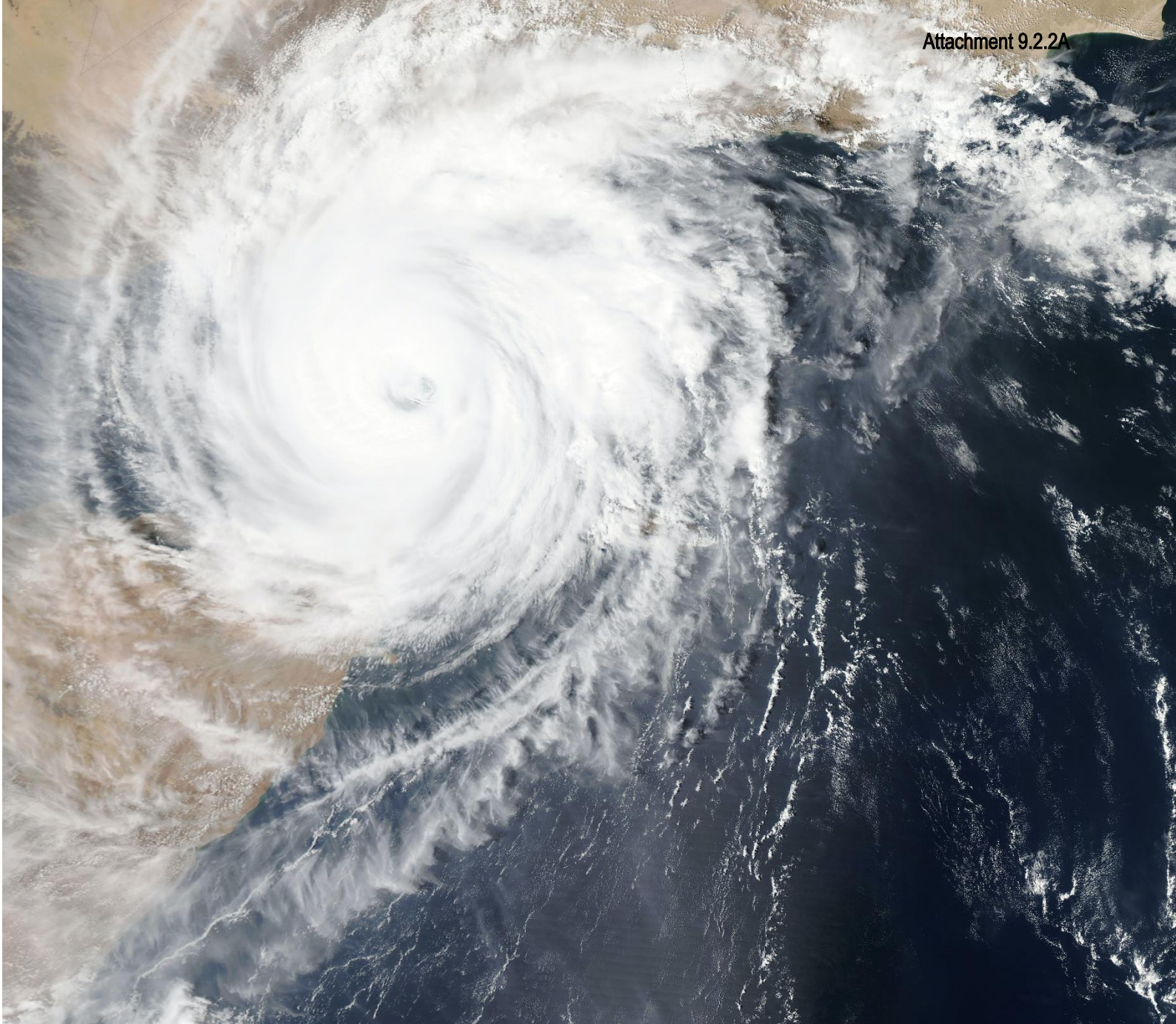
That Council:

- 1. Request the CEO to prepare a revised draft Local Emergency Management Plan for consideration at a future Council Forum;**
- 2. Authorise the CEO to meet with the Management Committee at Dryandra Regional Equestrian Centre to draft an evacuation plan;**
- 3. Authorise the CEO to approach the Shires of Narrogin and Wickepin to establish interest in forming a tripartite Joint Emergency Management Committee;**
- 4. Continue participation in the joint Cuballing Wickepin Local Emergency Management Committee until alternative arrangement are agreed.**

Moved: Cr Bradford

Seconded: Cr Kowald

Carried 6/0



Issues Paper

Local Emergency Management Arrangements (LEMA) Review

July 2022

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1 Summary

Local Governments play a critical role in emergency management (EM). As the closest level of Government to community, they have specialised local knowledge and can quickly mobilise resources.

In Western Australia (WA), the [State Emergency Management Framework](#) specifies the roles and responsibilities of the many stakeholders critical to the management of emergencies.

Under the [Emergency Management Act 2005](#), Local Governments are required to establish one or more [Local Emergency Management Committees \(LEMCs\)](#) and ensure that [Local Emergency Management Arrangements \(LEMA\)](#) are developed and maintained.

The LEMA Review was initiated in response to reports that WA Local Governments face several challenges in maintaining effective and current LEMA. The [State Emergency Management Committee \(SEMC\) Business Unit](#) and the [Western Australian Local Government Association \(WALGA\)](#) are working in partnership to consult with stakeholders, including Local Governments, and the Department of Local Government, Sport and Cultural Industries, with the aim of investigating options to:

- develop more fit-for-purpose LEMA,
- streamline LEMA processes,
- encourage currency, and
- support Local Governments who lack EM resources.

Informed through interviews conducted with representatives from ten diverse WA Local Governments, this paper identifies six key issues with the current LEMA model. These include:

1. The purpose of LEMA is not well understood.
2. LEMA documents do not have practical use.
3. The LEMA model does not account for the different capacities and capabilities of Local Governments.
4. The State Emergency Management Framework is complex and the role and responsibilities of Local Government are not clear.
5. LEMCs are not actively engaging in LEMA.
6. LEMA requirements are not well integrated with usual Local Government business activities and planning processes.

In response to each of these issues, several opportunities for improvement that require further consideration are presented.

This paper will be used to guide a collaborative engagement process with Local Governments to inform the implementation of more effective local-level EM for WA.

To comment on this Issues Paper and/or to express your interest in participating in an upcoming LEMA Review Local Government workshop please contact Simone Ruane, Project Lead LEMA Review, Phone: (08) 9213 2049 Email: sruane@walga.asn.au

2 Abbreviations

Community Emergency Service Manager	CESM
Department of Fire and Emergency Services	DFES
Department of Local Government, Sport and Cultural Industries	DLGSC
Disaster Risk Reduction	DRR
District Emergency Management Committee	DEMC
Emergency Management	EM
Hazard Management Agency	HMA
Local Emergency Management Arrangements	LEMA
Local Emergency Management Committee	LEMC
Local Government	LG
Local Government Association South Australia	LGA SA
Local Government Functional Support Group	LGFSG
Memorandum of Understanding	MOU
Municipal Emergency Management Plan	MEMP
Municipal Emergency Management Planning Committee	MEMPC
Prevention, Preparedness, Response and Recovery	PPRR
Regional Emergency Management Planning Committee	REMP
South Australia	SA
State Emergency Management Committee	SEMC
Western Australia	WA
Western Australian Local Government Association	WALGA

3 Overview

3.1 Background

Emergency Management (EM) refers to the range of measures taken to prevent, prepare for, respond to, and recover from hazardous events that have the potential to cause harm. In Australia, EM takes an 'all-hazards' approach and is underpinned by a comprehensive risk management framework.

Australian State and Territory Governments have primary responsibility for emergency management. However, as guided by the [National Strategy for Disaster Resilience](#), EM is considered a 'shared responsibility' between all spheres of government, community, individuals and business. Local Governments play a critical role in EM. As the closest level of government to community they have specialised local knowledge and can quickly mobilise resources.

There are many natural and human-caused hazards that present a risk to Western Australian communities. Currently, there are [28 hazards](#) prescribed under the [Emergency Management Act 2005](#). Due to the diversity in climate, environment, industry and demographics across the State, hazard profiles vary between different Western Australian communities. However, many of these communities are faced with rapidly changing risk dynamics, and the implications of climate change for the EM sector are significant. The frequency of extreme natural hazard events including heatwaves, bushfires and flooding in Western Australia will continue to increase and many communities will be exposed to hazards they have not historically experienced.¹ Effective EM arrangements are critical to ensure that Western Australian communities are prepared for the various hazards they may be exposed to.

Emergency Management in Western Australia is governed through the [State EM Framework](#) that consists of [State EM Legislation](#), [A State EM Policy](#), [State EM Plans](#), [State EM Procedures](#) and [State EM Guidelines](#). This Framework outlines the governance structure and the specific roles and responsibilities of the stakeholders integral to EM.



Figure 1: State Emergency Management Framework¹

¹ Government of Western Australia (2021) [Western Australian Climate Projections Summary](https://www.wa.gov.au/system/files/2022-01/Western_Australian_Climate_Projections_Summary.pdf), https://www.wa.gov.au/system/files/2022-01/Western_Australian_Climate_Projections_Summary.pdf

The [State Emergency Management Committee \(SEMC\)](#) is the peak body for Western Australia’s emergency management arrangements. SEMC membership includes representatives from a range of organisations appointed by the Minister for Emergency Services who play a role in WA EM. SEMC is currently advised by three SEMC Subcommittees and two Reference Groups. A [District Emergency Management Committee \(DEMC\)](#) is established for each of the 11 WA Emergency Management Districts, which is responsible for developing and maintaining EM for the district. In addition, Local Governments are required to establish one or more [Local Emergency Management Committees \(LEMCs\)](#) to ensure that [Local Emergency Management Arrangements \(LEMA\)](#) are developed and maintained.

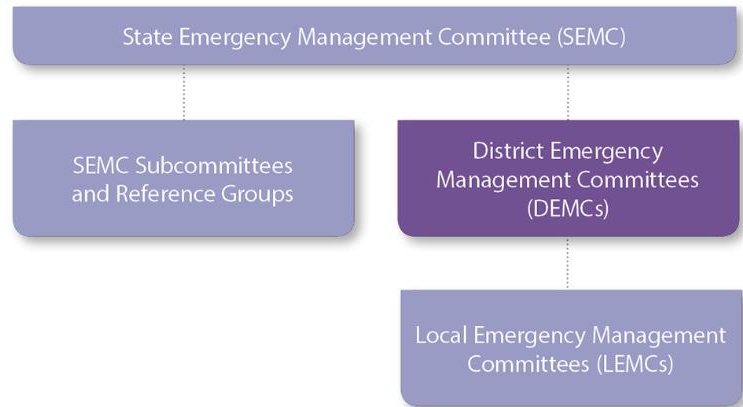


Figure 2: State EM Governance Structure¹

LEMA refers to the suite of emergency management documentation, systems, processes, agreements, and memorandums of understanding (MOU) that support a coordinated approach to EM at the local level. LEMA are currently outlined in an overarching document that is developed in consultation with key stakeholders, endorsed by the respective Local Government and noted by the affiliated DEMC and SEMC.



Figure 3: LEMA Structure¹

All Local Governments are required to review their LEMA:

- every five years
- after a significant emergency incident
- and after exercising their LEMA on an annual basis.

A Local Government's LEMA are considered compliant with legislative requirements if they are consistent with [State EM Policy](#) and the [State EM Plan](#), include the required registers, plans and strategies presented in Figure 3, describe local risk priorities and strategies for EM, outline the roles and responsibilities of the different stakeholders involved in EM in the Local Government district, document any Local Government EM policies, identify a Local Recovery Coordinator and are available to the public in hard copy in the Local Government office and via the Local Government's website with sensitive and confidential information retracted.

3.2 The LEMA Review

In 2019, the SEMC identified a trend of Local Governments with LEMA overdue for review. WALGA responded to this by informing SEMC of the key challenges Local Governments face in fulfilling their EM obligations including:

- a lack of clarity around their EM roles and responsibilities,
- a lack of financial and human resources, and
- a misalignment between EM and the day-to-day business of Local Government.

WALGA proposed that there was an opportunity to improve the LEMA model to make it more fit-for-purpose and suitable for Local Governments of different sizes with varying EM capability. Based on this advice, SEMC approved a LEMA Review using a sector-led approach. In 2021, DFES was granted funds through the [Natural Disaster Resilience Program \(NDRP\)](#) for a LEMA review and allocated [AWARE](#) grant funding to WALGA to ensure Local Governments would be actively represented in the review of local-level EM. The [LEMA Review](#) officially commenced in March 2022.

The LEMA Review aims to:

- develop fit-for-purpose LEMA,
- streamline LEMA processes,
- encourage currency, and
- support Local Governments who lack EM resources.

WALGA's role in the LEMA Review is to lead an engagement process with Local Governments. Based on the findings that emerge, WALGA will provide recommendations to the SEMC Business Unit that will inform the development of a LEMA Improvement and Implementation Plan. The SEMC Business Unit will consult with [Hazard Management Agencies](#) (HMAs) and other key stakeholders.

3.3 Purpose

The purpose of this paper is to provide background information about the LEMA Review, outline key issues with the current LEMA model and present opportunities for improvement. The paper will guide a collaborative engagement process with WA Local Governments to design more effective LEMA approaches.

The paper was informed by a mixed-methods research approach including desktop research, 10 one-on-one interviews conducted with Western Australian Local Governments of different sizes, maturity and risk profiles, an investigation into the local-level EM arrangements of Victoria and South Australia, and input provided by the LEMA Review Project Steering Committee. WALGA thanks all the individuals who contributed their time and shared their knowledge.

WALGA invites Local Governments to comment on the issues and improvement opportunities proposed in this paper and contribute additional suggestions to inform the design of a new LEMA model.

4 Other Jurisdictions

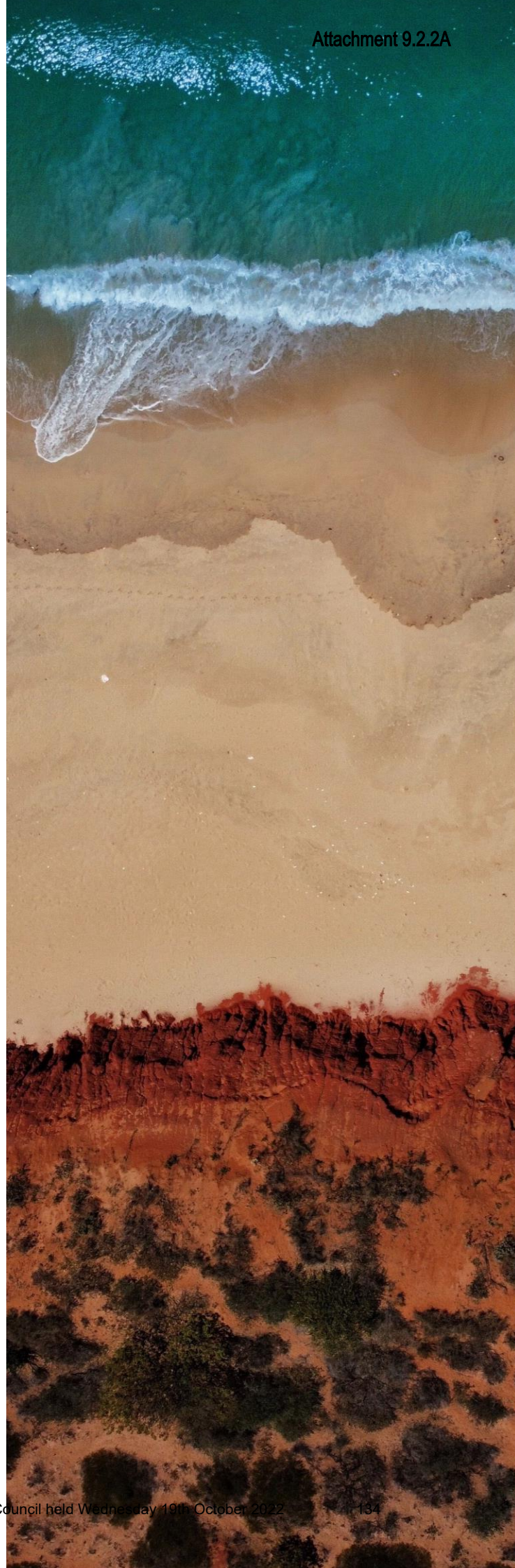
At both an international and national level, emergency management is shifting its focus from a reactive approach to one that places greater emphasis on preparedness. This policy shift highlights the imperative of reducing disaster risk and enhancing community resilience through adaptive and integrated emergency management.²

Successful policy change and program reform can be supported by considering the innovations of other jurisdictions and how they could be co-opted in a different context.³ The local-level EM arrangements of both South Australia and Victoria have undergone significant changes in recent years that could inform the improvement of the LEMA model in WA.

This section presents a summary of the local-level policy developments and reform initiatives of each of these two States

² [United Nations Sendai Framework for Disaster Risk Reduction 2015-2030](#)

³ Althaus, C, Bridgeman, P & Davis, G 2013, The Australian policy handbook, 5th ed, Allen & Unwin, Crows Nest.



4.1 Local Emergency Management Planning – South Australia

While considered best-practice, South Australian (SA) Local Governments are not legislatively required to develop or maintain a Local Government specific EM Plan or a Local Recovery Plan. Local-level EM planning is legislatively required at the zone level by the Zone Emergency Management Committees, where Local Governments are actively represented. Correspondingly, the South Australian State EM framework does not require the establishment of a local-level committee equivalent to the LEMC.

In 2016, a revision of the State Emergency Management Plan resulted in the establishment of the [Local Government Functional Support Group \(LGFSG\)](#) and the development of the [i-Responda Framework](#) to improve the mobilisation of resources for the Local Government sector in planning for and responding to emergencies. I-Responda is an operating platform that allows SA Local Governments timely access to reminders, checklists, action plans, joint operating guidelines and plans that assist Local Government staff to make safe and effective EM decisions. The LGFSG is led by the [Local Government Association of South Australia \(LGA SA\)](#) and includes South Australia's 68 councils and six regional councils. The LGFSG also offers Local Governments development and engagement activities and a range of products (e.g., incident materials and exercise kits) that contribute to enhancing Local Government EM capacity and capability.⁴

To further enhance the EM Capability and Capacity of SA Local Governments, LGA SA delivered the [Council Ready](#) program between 2019-2021. Stage 1 of this project entailed an assessment of EM capability and capacity of participating Local Governments to identify ways Local Governments could be best supported with EM planning. Based on key findings, a Council Emergency Maturity Model was developed to help Local Governments understand where they currently sat in EM and the logical steps they could take to improve their EM capability and community's resilience. Stage 2 provided practical assistance to Local Governments with emergency management planning through a network of project officers who worked directly with local government staff to develop a 'Council Ready Action Plan'⁵

Considerations

- a) Should WA Local Governments be legislatively required to develop and maintain local-level emergency management arrangements, or is local-level EM better placed at the district or sub-district level?
- b) Is a Local Government Functional Support Group (LGFSG) feasible in WA and how could it enhance Local Government capacity and capability?
- c) Would a Local Government specific operating platform, such as I-Responda assist WA Local Governments in the EM planning and in the implementation of response and recovery?
- d) Would an initiative such as Council Ready enhance the EM capacity and capability of Western Australian Local Governments who lack the resources to fulfil their EM obligations?

⁵ [LGA SA \(2021\) LGA Council Ready](#)⁵ [LGA SA \(2019\) Local Government Emergency Management Framework](#)

4.2 Local Emergency Management Planning - Victoria

Similar to WA's local-level EM arrangements, prior to 2020, Victorian Local Governments were legislatively required to develop and maintain a [Municipal Emergency Management Plan \(MEMP\)](#). However, in December 2020, amendments to the *Emergency Management Act 2013 (Vic)* enacted significant reforms to Victorian local-level EM arrangements. Notably, legislative responsibility for local-level EM planning was transferred from Local Government to a reformed multi-agency [Municipal Emergency Management Planning Committee \(MEMPC\)](#). The aim of these amendments was to foster a more collaborative and consistent EM approach across State, Regional and District Emergency Management Planning.⁶ While Local Governments are still required to establish, convene, and chair a MEMPC, the MEMP is no longer a Local Government plan but owned by the committee itself. Further, the endorsement of MEMPs has been transferred from Local Government to the Regional Emergency Management Planning Committee (REMPC).

While MEMPCs can work together in a [Local Government cluster](#), an individual MEMP must be prepared by each MEMPC that addresses the specific circumstances and risks of that Local Government jurisdiction. The MEMPC can establish sub-committees or working groups to focus on specific hazards and issues. In addition to an overarching plan, a MEMP will generally consist of [multi-agency sub-plans](#) that outline more detailed arrangements for a specific community (e.g. vulnerable groups), a particular hazard or EM phase (e.g. recovery) and complimentary plans that are prepared outside the *Emergency Management Act 2013 (Vic)*. MEMPs must be reviewed at least every three years.

Unlike the LEMA model, there is no MEMP model template. However, [Emergency Management Victoria](#) has developed a [Guidelines for Preparing State, Regional and Municipal Emergency Management Plans](#) and a [Municipal Emergency Management Planning website](#) that contains specific resources and examples to inform and support Local Government level EM Planning.

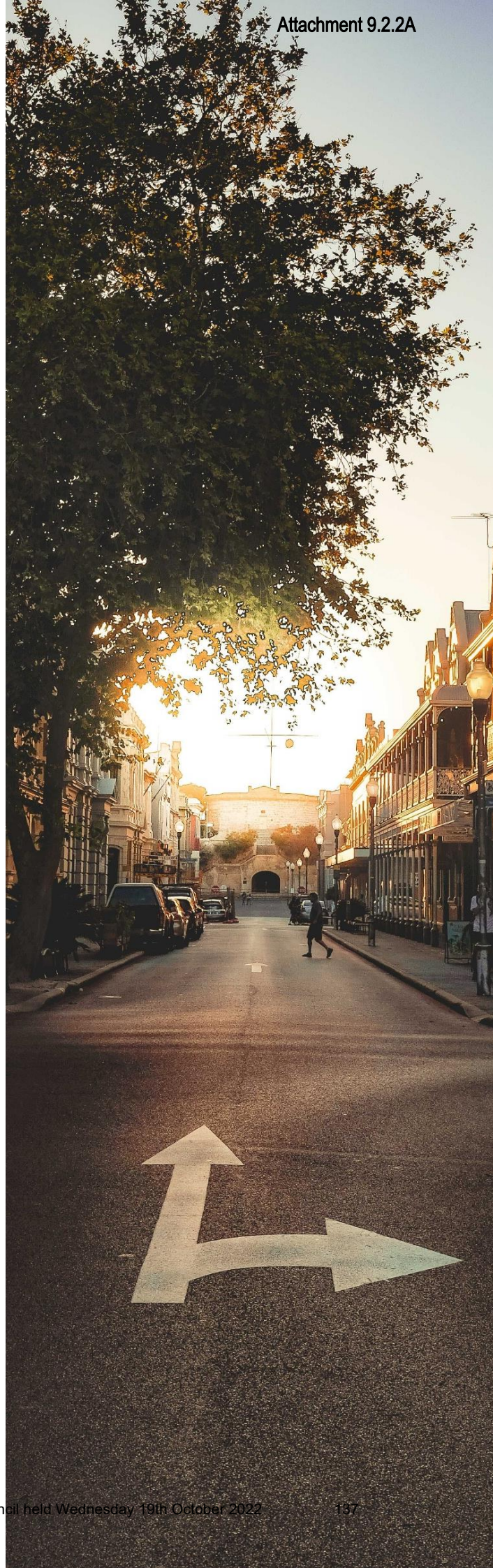
Considerations

- a) Could legislative changes to the *Emergency Management Act 2005* support a more functional and collaborative approach to local-level EM?
- b) Could LEMA more effectively incorporate sub-plans and complementary plans to ensure an integrated approach to local-level EM planning?
- c) Should ownership of the LEMA remain with Local Governments, or could a multi-agency approach to LEMA be strengthened by reviewing the function and responsibilities of the LEMC?
- d) Is greater consistency between State, District and Local EM planning in Western Australia needed and if so, how could this be supported?
- e) Would a Local Government Emergency Management Planning online resource hub support Local Governments develop LEMA?
- f) Should LEMA be reviewed more regularly in line with the legislative requirements of other States?

⁶ Emergency Management Victoria (accessed 10 July 2022) [Transition Guide for reformed municipal emergency management planning arrangements with FAQs](#)

5 Issues and Opportunities

Informed by one-on-one interviews with representatives from 10 diverse Western Australian Local Governments, this section outlines key issues with the current LEMA model and presents several opportunities for improvement



5.1 Issue 1: Strategic or Operational? The purpose of LEMA is not well understood

The *Emergency Management Act 2005* (Section 36) requires that Local Governments “ensure that effective and local emergency managements arrangements are prepared and maintained for its district.”⁷ However, confusion exists within the Western Australian Local Government sector regarding the fundamental purpose of LEMA. The LEMA Guideline and Model states that LEMA “are to ensure the community is prepared to deal with the identified emergencies should they arise.”⁸ However, there is a lack of clarity around where LEMA fit within the comprehensive emergency management framework of Prevention, Preparedness, Response and Recovery and who it seeks to serve.

“If you read Section 36 of the Emergency Management Act that states Local Governments are responsible for LEMA – there’s not even a definition about what that means. It’s murky and rubbery.”
Medium Metropolitan LG Representative

There are diverging opinions within the Local Government sector regarding whether LEMA should function as a strategic emergency preparedness process or as an operational response tool. Overall, Local Governments are of the opinion that the main purpose of LEMA is to provide the necessary information to support operational response during an emergency and assist with early recovery within their jurisdiction after an emergency.

“LEMA should highlight the key roles and responsibilities when managing an emergency.”
Small Regional LG Representative

“LEMA should be about providing a quick reference guide to people that aren’t familiar, to provide knowledge in the local context.” *Small Regional LG Representative*

However, according to some Local Governments, the purpose of LEMA should primarily be to enable a collaborative, multi-agency approach for EM that supports preparedness and builds the networks and knowledge that can be drawn upon when an emergency event occurs.

“[The purpose of LEMA] is about bringing those people in a space where they can collaborate.”
Small Regional LG Representative

According to these interviewees, LEMA is not about developing a document that can be ‘pulled off the shelf’ during an emergency per se, but rather, is a collaborative planning mechanism that enables the Local Governments to form positions on how they are going to deal with emergency matters when they arise.

Opportunities for improvement

- a) Clarify the key purpose and intended audience of LEMA.
- b) Determine if LEMA is fundamentally a strategic process (aimed at fostering multi-agency collaboration and preparedness) or outcomes-based (aimed at producing functional incident response documentation).
- c) Amend EM legislation and update LEMA Guidelines to include a clearer definition of LEMA and overarching purpose statement.

⁷ Government of Western Australia (as at 04 April 2020) [Emergency Management Act 2005](#)

⁸ Local Emergency Management Arrangements Guideline and Model (2021) <https://www.semc.wa.gov.au/emergency-management/guidelines/Documents/LEMAguidelineandmodel.pdf>

5.2 Issue 2: Current LEMA documents do not have practical use

Overall, Local Governments agree that the LEMA documentation contains some useful information, namely the contact lists, critical infrastructure information and resource register. However, a criticism from Local Governments is the length and duplication of LEMA documentation. Interestingly, only one of the 10 Local Governments interviewed who had recently experienced a significant emergency had referred to the information outlined in their LEMA documentation during the event. Therefore, despite many Local Governments considering the main purpose of LEMA is to support operational response and early recovery, it is evident that the current LEMA documentation does not currently fulfil this function effectively.

“In the midst of a disaster you don’t reach for a handbook... you’ll turn to people in the room who have been through this before.” *Small Regional LG Representative*

“[LEMA] isn’t the document you’re going to use...you’ll probably just end up using some of what’s in the Appendix.” *Medium Metropolitan LG Representative*

Documentation length and content

Local Governments value the provision of tools and templates that assist them in fulfilling their EM obligations. However, several issues with the current LEMA Model template have been raised. Local Government representatives noted that the current LEMA Model template includes excessive guidance instructions, general information and technical jargon that is not suitable for Local Government.

“One of my biggest frustrations with writing and reviewing LEMAs is that it has become like an emergency 101 document and basically telling people how to suck eggs...people who are using the LEMAs already know EM and if they don’t, they should...The document needs to be shorter, succinct...A quick outline of your local government and who’s who in the zoo... if necessary you can cross reference to State plans and policies using hyperlinks.” *Small Regional LG Representative*

“You need a grab and go version of LEMA for an actual emergency management.” *Large Metropolitan LG Representative*

“What we wanted was something we could pick up and just go step one, step two, step three, step four...A useful manual that fits into one little folder.” *Small Regional LG Representative*

While an overview of the local context, demographics and priority hazards of the district were considered important information to be included in LEMA documentation, there are calls for a ‘stripping back’ of the LEMA Model template. Furthermore, separating the preparedness and prevention information from the information needed for operational response and early recovery was proposed.

Simplified presentation

Local Governments recommended an infographic-based approach to LEMA documentation and requested simple templates, checklists and flow diagrams that provide step-by-step guidance that is specific to the needs and responsibilities of Local Government during an emergency.

“Dot points, graphs and tables, are a lot easier to extract the information readily, rather than having to read through a wafting paragraph.” *Small Regional LG Representative*

“[LEMA] should be something that you can stick on the wall...a flowchart on how things are undertaken and what you should be doing.” *Small Regional LG Representative*

“I’d like to see [LEMA] written in a language that any Local Government officer could pick it up and actually understand it.” *Small Regional LG Representative*

Information duplication

Local Governments raised the issue of the duplication of information across the suite of LEMA documentation and subplans, specifically with regards to welfare planning and recovery planning. It was emphasised that much of the information included in the Department of Communities welfare plans is replicated across the LEMA documentation. It was suggested that duplication issues are largely the result of EM legislation not keeping up with the changes in functional emergency management.

“Why are we replicating that information and who really needs to take on that body of work? The welfare plan is what Department of Communities [DoC] should be doing...if you are expecting local government to be managing welfare – I don’t have people to do that, I don’t have the resources to do that – let DoC manage that.” *Small Regional LG Representative*

“The [*Emergency Management Act 2005*] is 17 years old...Emergency management has changed drastically in that time”, noting that [the current LEMA model] templates require recovery to be included in LEMAs. But now you've got the standalone [Recovery] plan. So, you’re repeating something, because back in 2006 we didn't have standalone recovery plans...templates haven't kept up with that.” *Small Regional LG Representative*

Opportunities for Improvement

- a) Structure LEMA documents more discretely into Disaster Risk Reduction, Incident Operations and Recovery (before, during, after).
- b) Shorten the main LEMA model template into two to three pages of critical information that can be used during a response and establish recovery that includes a local profile, resource register, critical infrastructure and contact lists.
- c) Strengthen LEMA's focus on Local Government resourcing logistics, public information and business continuity.
- d) Separate guidance and general emergency management information from the LEMA templates. Use hyperlinks to connect functional LEMA documents to State EM Framework guidance documents.
- e) Review welfare plan, recovery plan and LEMA templates to identify and remove duplication of information.

5.3 Issue 3: The LEMA model does not account for the different capacities and capabilities of Local Governments

Varying capability and capacity

It is evident that the current LEMA model does not adequately account for the various EM capacities and capabilities that characterise WA Local Governments. Small Regional Local Governments cited a lack of ongoing funding and human resources as barriers to fulfilling their legislative EM obligations. These findings reflect the results of both WALGA's *2021 Local Government Emergency Management Survey*⁹ which indicated that many Local Governments do not have the capacity to test their LEMA and the *State Capability Survey 2021*, which confirmed that the EM capability of Local Governments tends "to decrease with decreasing LG size and increasing remoteness."¹⁰

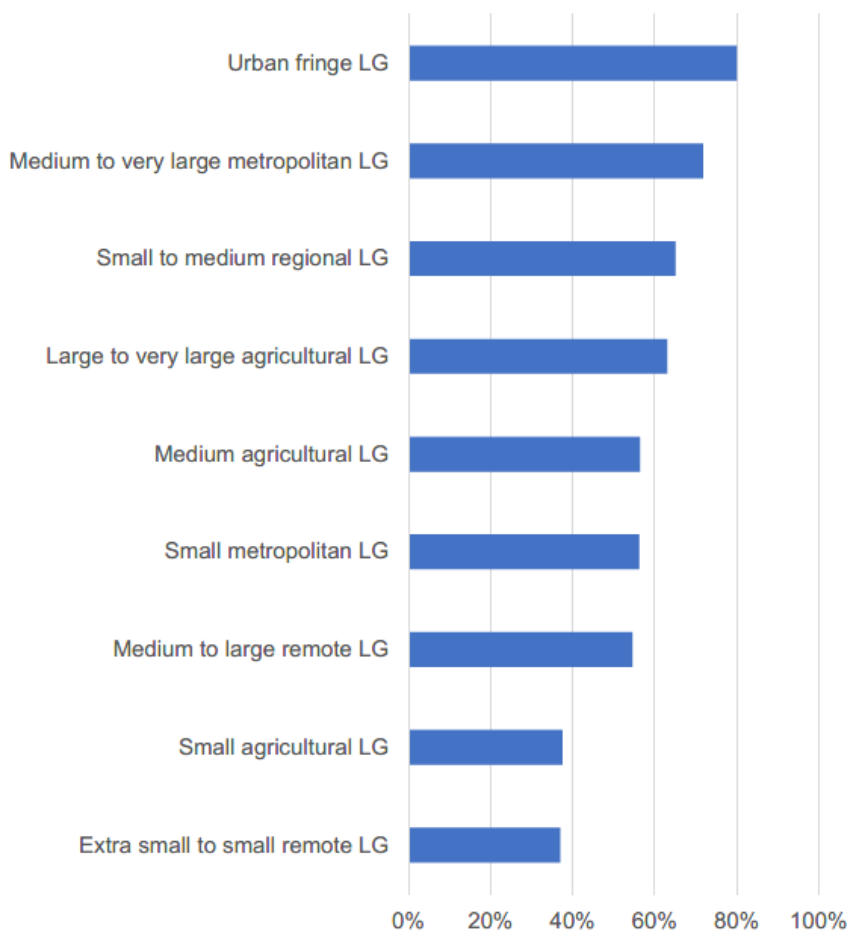


Figure 4: Average across 23 Capability Topics by LG Classification, WA 2021

⁹ WALGA (2021) *2021 Local Government Emergency Management Survey*

¹⁰ State Emergency Management Committee (2021) *Emergency Management Capability Summary: State-wide overview of Local Governments*

Local Government funding for EM

A lack of ongoing funding to ensure current and effective LEMA was also emphasised by Local Governments. Currently WA Local Governments are eligible for the following funding to support with EM activities:

- [Local Government Grants Scheme \(LGGS\)](#) for bushfire brigade (and SES) capital and operating costs.
- [Disaster Recovery Funding Arrangements \(DRFAWA\)](#) for recovery following a disaster funded jointly by the State and National Governments.
- [National Disaster Risk Reduction \(NDRR\)](#) for priority areas outlined in the National Disaster Risk Reduction Framework and WA's Implementation Plan.
- [Mitigation Activity Funding \(MAFGP\)](#) for treatments in high bushfire risk areas in conjunction with the Bushfire Risk Management Program in which selected Local Governments received a funded position to develop a Bushfire Risk Management Plan.
- [All West Australians Reducing Emergencies Program \(AWARE\)](#) for capacity building and preparedness activities that fall under pre-determined priority areas.

Several Local Governments indicated that a more sustainable model of local-level EM funding was necessary to ensure that different aspects of LEMA can be regularly reviewed and exercised.

“There’s a belief you can get Local Government Grants Scheme LGGS funding [for LEMA], but it is very specific in what it funds. [EM] capacity building, recovery, community engagement is not funded through LGGS and there’s little scope in a Local Government’s municipal budget for that.”

Small Regional LG Representative

EM Personnel and Training

While many larger Metropolitan Local Governments have designated EM staff to administer LEMA, several small Regional Local Governments expressed frustration regarding a lack of human resources and EM expertise to fulfill all their various EM responsibilities.

“In a small local government setting [LEMA] becomes a CEO responsibility.” *Small Regional LG Representative*

“In an ideal world, you would have a dedicated officer for emergency management. I don’t know how you fund that; you wouldn’t fund that out of local rates.” *Small Regional LG Representative*

The Community Emergency Service Managers (CESM) program was initiated in 2007 to encourage a comprehensive and ‘all hazards’ approach to EM at the local level through the provision of a position jointly funded by Local Government and DFES.¹¹ The CESM program aims to provide “the capacity to share the costs associated with the delivery of emergency management services and assist Local Governments to build safe and resilient communities”.¹² It is stated that CESMs may play a leading role in LEMA and thus “support the Local Government to comply with their relevant Emergency Management related legislative requirements”.¹³ However, not all Western Australian Local Governments have access to a CESM to support them with their LEMA. Small Regional Local Governments without CESMs indicated that if they had access to a designated CESM they would take a leading role in developing and maintaining LEMA. These findings further reinforce WALGA’s position on the need to expand the CESM program to give all Local Governments the option to participate in the program.

“Some Local Governments have a CESM to support with LEMA but not us – I’ve been fighting for a CESM, but emergency management is left to me [the CEO].” *Small Regional LG Representative*

¹¹ Department of Fire and Emergency Services (May 2021) Community Emergency Services Managers Reference Manual

¹² Ibid

¹³ Ibid

“A CESM would be invaluable in rolling out exercises...LEMA would definitely be part of that role. CESMs are very cost effective [and provide a] bridge between Local Government and DFES.” *Small Regional LG Representative.*

It is important to note however, that CESMs for some small Regional Local Governments had minimal or no involvement in LEMA. Local Governments whose CESMs were not actively involved in LEMA attributed this to the fact that their CESMs were too busy managing bushfire brigades and undertaking bushfire mitigation activities. Overall, Local Governments share the view that because LEMA documents have limited utility and are not linked to mitigation funding, other EM obligations such as bushfire risk management are prioritised. Further, it is evident that while the CESM program espouses the principles of Prevention, Preparedness, Response and Recovery (PPRR), in practice the program remains focused on bushfire mitigation and operational response. It was suggested that the CESM key activities outlined in the CESM business plan are too broad and need revising.

“The CESM’s workload is ridiculous. Where does LEMA sit in a priority? ...it’s one of those things...if it’s only [reviewed] every five years so it’s going to drop to the bottom of the priority list?” *Medium Regional LG Representative*

“The [CESM] is quite busy with mitigation work and doesn’t have time for LEMA planning.” *Small Regional LG Representative*

“[As a CESM], I have to maintain the LEMA, manage the bushfire brigades, which is a big commitment, and bushfire risk mitigation...I’m struggling to find the time to do everything.” *Small Regional LG Representative*

It remains questionable whether the CESM role is appropriately placed to play a leading role in LEMA. However, smaller Local Governments call for practical assistance and additional EM training to ensure they can maintain effective LEMA.

“[Local Governments need a specific ‘all hazards’ emergency management position that focuses on] reviewing policies, procedures, working on the LEMA and [with] the LEMCs, focusing on that space and not getting caught into the response or getting sucked into DFES rather than focusing on your local government.” *Small Regional LG Representative*

Resource sharing between Local Governments

While a sub-regional model for LEMA may address some of the resourcing and duplication issues identified, many Local Governments do not favour such an approach. Local Government indicated that a sub-regional LEMA approach may only be suitable for Local Governments in close geographic proximity from each other, who share the same emergency risk profile. Some Local Governments believed their risk profile was too different from other Local Governments in their region to justify a sub-regional approach or a joint LEMA. Moreover, there was apprehension about the administrative implications of a sub-regional approach and the potential for it to result in even more redundant information. Overall, responses suggest that more flexible, hybrid LEMA options, which allow for either joint or stand-alone LEMA depending on the context and preference, should be considered.

It has been acknowledged that current LEMA processes and reporting requirements do not effectively capture or facilitate shared resource arrangements between Local Governments. Interviews with Local Governments agreed that establishing formal EM Memorandums of Understanding (MOU) are an important part of LEMA. However, Local Governments emphasised that it is the informal relationships between Local Governments that underpin resource sharing during and after an emergency event.

“[Resource sharing] just happens because it’s good practice and the spirit of Local Governments per se...over the years we’ve developed resource sharing without us having to write it down.” *Medium Metropolitan Local Government.*

While there is scope to encourage and even mandate formal resource sharing arrangements, increasing opportunities for informal EM knowledge sharing and relationship building between Local Governments may produce greater benefit.

Opportunities for Improvement

- a) Design a scalable model for LEMA that acknowledges Local Government EM capability and maturity differences and guides continuous improvement in EM.
- b) Develop a more sustainable grant funding model for Local Government EM, including for LEMA.
- c) Review the role of the Community Emergency Service Manager (CESM) program in supporting LEMA.
- d) Initiate a Local Government Preparedness/Council Program that provides EM human resources support and skills development for Local Government.
- e) Strengthen resource sharing between Local Governments, both formally and informally.

5.4 Issue 4: The State Emergency Management Framework is complex and the role and responsibilities of Local Government are not clear

It is evident that the State EM Framework, which is comprised of legislation, policy, plans, procedures, and guideline documents, is complex and difficult to navigate. The State EM Framework does not provide a single document or point of call for Local Government that details their roles and responsibilities in EM.

“The [State EM framework] documents are 200 pages long...It was simpler when we had policy statements. You could pick up the policy statement for Local Government, go through it and comply with it.” *Small Regional LG Representative*

Local Governments indicated that a central repository of Local Government specific EM templates, tools and resources would be useful. More specifically, access to best practice examples of LEMA documents from Local Governments of various sizes, maturity and risk profile may assist Local Governments in developing more fit-for-purpose LEMA that corresponds with their specific EM resource capability and risk profile. One Local Government suggested that LEMA templates and examples should be designed to better reflect the different EM capability and capacity of Metropolitan and Regional Local Governments and consider the different band allocations of Local Governments. Local Governments also expressed a need for more practical resources that step Local Governments through managing an emergency.

“A one stop shop on a website where [Local Governments] could go to and get the details they need would be so much easier.” *Medium Regional LG Representative*

Several interviewees noted that Local Governments' role in EM response is limited to small-scale incidents. Therefore, it was recommended that the LEMA templates be redesigned to focus more specifically on the needs and roles of Local Government in managing an emergency. Templates that inform and guide Local Government EM standard operating procedures, exercising, post-impact assessment, public information and running community meetings were suggested.

“The current LEMA model assumes we are doing a lot more response work than we actually are. If it's anything that requires outside assistance, you're not using the LEMA, you are using whatever documents the appropriate Hazard Management Agency has in place...they'll be running it...Local Government will support but that is about it.” *Small Regional LG Representative*

“What would be useful in that shared repository is a set of standard templates...working out what’s going to be required by Local Governments but have it as a way of managing emergencies. Managing response is different to managing emergencies. Because in response, you’re dealing with the hazard, and in managing emergencies you’re managing the people affected by the hazard.” *Small Regional LG Representative.*

Opportunities for Improvement

- a) Review and update the State EM framework to provide more clarity about the roles and responsibilities of Local Government in EM.
- b) Develop a singular tool or policy statement that outlines the roles and responsibilities of Local Government in EM.
- c) Develop a Local Government emergency management knowledge hub/central repository of useful reference materials, tools, templates, examples, and case studies.

5.5 Issue 5: LEMCs are not actively engaging in LEMA

Under section 38 of the *Emergency Management Act 2005*, Local Governments are required to establish one or more LEMCs for their local district. LEMCs are a non-operational committee, chaired by Local Government and comprised of representatives from a range of agencies, organisations, and community groups with the role of assisting with emergency preparedness at the local level.¹⁴ A key role of the LEMC is to assist the Local Government in ensuring that LEMA are developed, tested and reviewed. While many Local Governments reported regular and well-attended LEMC meetings, it was reported that they are an underutilised mechanism to enhance local EM preparedness. Most Local Government interviewees indicated that their LEMCs have not been actively engaged in developing or maintaining LEMA.

“If you look at the LEMA and the LEMC, the most important part of those is the LEMC...that is, in the bringing together of the key stakeholders. While I’ve consulted with the LEMC about the LEMA, there’s not an active engagement around putting together the LEMA...As long as I write something that is based on the guideline documents they say it’s good to go...LEMA should be more of a [multi-agency] partnership arrangement around the preparation and adoption of LEMA that actually requires the key agencies, not just to have a look, but actually to get more involved and be co-signatories before the [LEMA] goes to Council for approval.” *Medium Metropolitan LG Representative*

“You come to the LEMC meetings with the LEMA document and ask members to please provide input into the plan or make suggestions for training and it’s like talking to a brick wall... They are there to give you a five-minute spiel about what they’re doing or they don’t come at all because they have got another meeting down the road talking about the same thing.” *Small Regional LG Representative*

The lack of engagement of LEMC in LEMA was attributed to the fact that LEMC members are often members of multiple LEMCs in the district and therefore experience EM meeting fatigue. It was also suggested that the five-year requirement for a major review of LEMA is too long, and that LEMA should be a living LEMC document that is continually updated, with a major review undertaken more regularly to ensure currency.

¹⁴ Local Emergency Management Arrangements Guideline and Model (2021) <https://www.semc.wa.gov.au/emergency-management/guidelines/Documents/LEMAguidelineandmodel.pdf>

“I don’t think we are running our LEMCs as well as we could given the heads we’ve got in the room... We could do with more education in the LEMC space of what activities we could be doing...and how we could be workshopping the LEMA.” *Medium Regional LG Representative*

“Agencies aren’t interested in preparing or documenting LEMA...you put LEMA in front of them at a LEMC for their review and occasionally you’ll get comments but very infrequently...and then it gets adopted and signed off and waits for another five years.” *Small Regional LG Representative*

“There is confusion about LEMC being a Council Committee and LEMA being a council document. I think there needs to be a re-education because in the legislation it’s the responsibility of the LEMC to determine LEMA, not the Local Government.” *Medium Metropolitan LG Representative*

It was suggested that rather than focusing on agency updates, LEMCs should proactively contribute more to LEMA. In addition, LEMC Chairs and Executive Officers may benefit from further guidance about how to engage their members more actively in LEMA requirements.

Opportunities for Improvement

- a) Review the function of the LEMC, membership, terms of reference, meeting frequency and role in developing and maintaining LEMA.
- b) Consider legislative reform that increases LEMC engagement in LEMA.
- c) Review the LEMC role in LEMA exercising and LEMA review requirements.
- d) Develop training and resources to support LEMCs take a more proactive approach in LEMA.

5.6 Issue 6: LEMA requirements are not well integrated with usual Local Government business activities and planning processes.

The *Local Government Act 1995* (LG Act) provides Local Governments with general powers to provide good governance for their district. Under the LG Act, Local Governments are required to produce a plan for the future. This is known as Integrated Planning and Reporting (IPR).¹⁵

IPR aims to facilitate a more strategic governance approach for Local Governments that connects community aspirations to operational functions.¹⁶ The minimum requirements regarding IPR are briefly outlined in the [Local Government \(Administration\) Regulations 1996](#), which includes the preparation of a Strategic Community Plan for a 10 year period and a corresponding Corporate Business Plan for a four year period.

¹⁵ Department of Local Government and Communities (now DLGSC) (2016) [Integrated Planning and Reporting: Framework and Guidelines](#)

¹⁶ Ibid

The DLGSC provides a range of online resources for Local Governments, including the [IPR Framework and Guidelines](#). This document notes that Local Governments will have different approaches to IPR and that each Local Government should use IPR at a scale appropriate to the size, resourcing and circumstances of the Local Government and the community.

The IPR Framework and Guidelines recommends the development of a suite of Informing Strategies on specific issues (e.g., financial, asset management and workforce) that assist a Local Government to establish priorities within its resource capacity and deliver services, assets and projects required by the community.

The IPR Framework and Guidelines recommend that Local Governments consider strategic risks, such as natural disasters, in their Strategic Community Plan. However, a desktop scan of WA Local Government Strategic Community Plans revealed that while community safety is a priority and focus of many WA Local Governments, very few Strategic Community Plans mention disaster risk reduction/preparedness or include the LEMA document as an Informing Strategy in their IPR Framework.

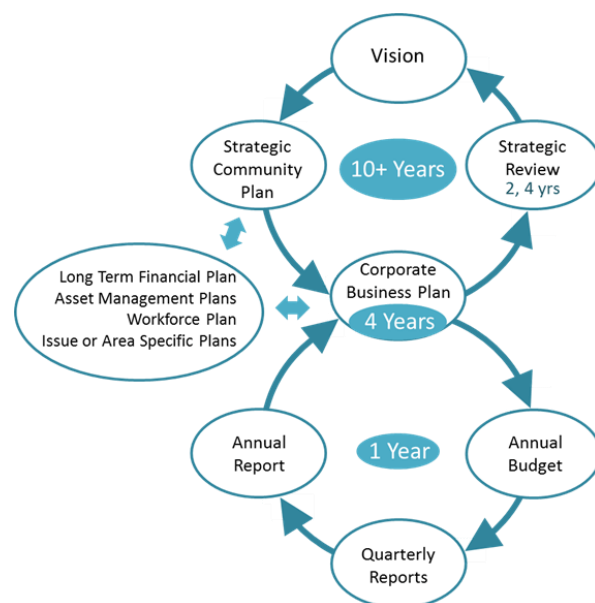


Figure 5: IPR Framework¹

There were mixed views from Local Government interviewees regarding the merit of strengthening the alignment between the IPR requirements and LEMA. While some Local Government representatives argued that a better integration of LEMA and IPR was necessary to embed disaster preparedness into the culture of Local Government and mainstream EM across Local Government business activities, others were concerned it would be administratively onerous and inappropriate.

“The integrated planning process really does need to have a greater understanding of emergency management and it doesn't at this stage. I think the integrated planning process itself is the area where Local Governments say this is what is important to us. I think climate change is going to make emergency management an imperative.” *Small Regional LG Representative*

“In our current [Community] Strategic Plan, there are themes about safety and building resilience... without having to name the LEMA the linkage is there... I don't know if we want to take it further and have the LEMA as another document under the IPR.” *Medium Metropolitan LG Representative*

Concerns were also expressed about the prospect of LEMA becoming an Informing Strategy document that was in the public domain, requiring further community input. Further investigation of which aspects of LEMA should be communicated to the wider community to enhance resilience, and which parts should remain sensitive and secure is required.

Opportunities for Improvement

- Support Local Governments to develop an EM preparedness plan/disaster resilience strategy as a public 'Informing Strategy' for their Strategic Community Plan, where the Local Government considers this appropriate.
- Ensure that response and recovery LEMA documentation which contains sensitive information remains private and confidential.
- Develop a Local Government EM Framework that strengthens best practice EM principles within Local Government culture and strengthens the alignment of EM with Local Government business activities and planning processes.
- Review the availability and content of relevant training for Elected Members and Local Government staff to ensure the role of LEMA in IPR is promoted as a consideration for Local Governments.



6 Next Steps

WALGA is committed to working closely with all levels of government and industry groups to ensure that Local Governments are represented and engaged in emergency management matters that affect their operations and community's disaster resilience. WALGA's Advocacy Position on Emergency Management provides:

Local Governments in Western Australia play a significant role in emergency management. Both Commonwealth and State Government policy identify Local Government as a key player in community disaster resilience, preparedness and response. Local Governments however face a number of challenges in addressing their emergency management responsibilities, and these challenges differ greatly across the State.

During the next phase of the LEMA Review WALGA will coordinate a collaborative engagement process with Western Australian Local Governments. This engagement process will consider the local-level EM developments of other jurisdictions and further explore the issues and opportunities outlined in this Issues Paper to inform the design of new LEMA approaches.

To comment on this Issues Paper and/or to express your interest in attending a LEMA Review Local Government Workshop please contact Simone Ruane, Project Lead LEMA Review, Phone: (08) 9213 2049 Email: sruane@walga.asn.au. Further updates will be available on the website: <https://walga.asn.au/local-emergency-management-arrangements>

12 October 2022

Our Ref: 05-024-03-0004NS:SM

Via email: ceo@cuballing.wa.gov.au

Mr Stan Scott
Chief Executive Officer
Shire of Cuballing
PO Box 13
CUBALLING WA 6311

Dear Stan,

High-Risk Weather Season – Information for Local Governments

As Western Australia moves into the 2022-23 high threat bushfire and cyclone season, I wanted to provide you with some information about how WALGA supports its members during emergencies.

In the event of a bushfire or cyclone emergency in your community, WALGA maintains situational awareness through attending the All Hazards Liaison Group (AHLG) teleconferences convened by the Department of Fire and Emergency Services (DFES - the Hazard Management Agency for bushfire and cyclone). All key State Government stakeholders, including telecommunications and power agencies and the State Recovery Team, participate in the AHLG. Local Governments should be represented at regional levels through the Operational Area Support Group meetings and at incident level through the Incident Support Group meetings.

If you have any questions or concerns that you would like WALGA to raise through the AHLG to the State level, or with WALGA Emergency Management policy staff, please don't hesitate to call the WALGA Emergency Management phone number 0438967185 or email em@walga.asn.au.

Should the State Government convene a State Emergency Coordination Group (SECG) meeting for an emergency, I will attend that meeting to represent the Local Government sector, alongside senior State Government officials and key stakeholders. The overarching purpose of the SECG is to ensure front line services are across the details of the emergency and to coordinate agency activities in the best interests of community safety in WA.

I am very conscious that Local Government resources are stretched during emergencies and do not want to add to your workload by contacting you during an incident. However, I may contact you if a SECG meeting is scheduled and your Local Government has been impacted to ask whether you have any major concerns requiring immediate attention that you wish to be communicated to senior officials at the SECG. These could include:

- **Community** – how are they impacted, is there a segment of your community that requires additional support, vulnerable cohorts, Aboriginal communities, etc.
- **Economic** – likely impacts to business continuity, tourism, or industry etc.

- **Social Setting** – are you working with WA Police Force, Department of Education, Government agencies and social service providers? Are there any concerns or issues at this stage, or likely to evolve?
- **Governance** – does your Local Government have enough resources and the required capabilities to deal with the emergency? Please flag any additional resource requirements that you may need.
- **Infrastructure** – Is there any major damage to your infrastructure or that required by your community?
- **Environment** – Are there natural or cultural assets that require protection or may have been impacted?
- **COVID-19** – Is COVID-19 impacting on your capacity to respond to the emergency? Do you require additional resources or information in order to respond in a COVID-safe way?

DFES recognises that local knowledge during emergencies is absolutely vital. DFES and the Department of Biodiversity, Conservation and Attractions have four State Bushfire Pre-Formed Teams which are deployed to complex incidents (some Level 2 and all Level 3 where available). The Pre-Formed Teams have several allocated positions for Local Government personnel, including a Local Government Advisor, Deputy Logistics Officer and Accommodation Officer. I encourage you to identify suitable staff that could perform these roles during an emergency. Where your capacity is challenged to fill these roles, it may be worthwhile liaising with neighbouring Local Governments to develop a cadre to support each other. For further information contact Chief Superintendent State Operations, Danny Mosconi, by email at danny.mosconi@dfes.wa.gov.au or by telephone on (08) 9395 9681.

The WALGA Emergency Management team and I are available should you require advice or assistance in an emergency. All Local Governments are also encouraged to consider how they can support each other during response and recovery through the sharing of human resources and plant and equipment.

Finally, I recommend WALGA's suite of [training courses in emergency management](#), in particular the half-day 'Emergency Management for Local Government Leaders' course, designed for CEO's, Mayors, Presidents, Elected Members and senior staff.

Yours sincerely



Nick Sloan
Chief Executive Officer

to the SEMC Business Unit that will inform the development of a LEMA Improvement and Implementation Plan. The SEMC Business Unit will consult with Hazard Management Agencies (HMAs) and other key stakeholders.

The CEO and Crs Dowling, Harris, Kowald and Christensen attended a review workshop in Katanning on 13 September 2022. That consultation workshop highlighted a number of concerns that were mostly consistent with the concerns raised by WALGA. The CEOs take away from that workshop are:

- Local Governments with access to the CESM Program are better equipped to maintain effective LEMA;
- Our current Emergency Management Plan is not really fit for purpose;
- District Emergency Management Committees in their present form are of limited value. There are no District Emergency Management Plans
- State agencies struggle to adequately service all the LEMCs in their areas.

Discussion

The CEO has examined the existing joint Local Emergency Management Plan and has the following observations.

- The SEMC model emergency management plan is in need of review. It is not set up to accommodate joint plans. A more layered approach allowing individual and shared content between Shires would be useful.
- The plan is very much a template plan and lacks a lot of local content;
- The joint plan is not really effective for either community and there would be benefit in having individual plans;
- Having individual plans does not mean we cannot share a Local Emergency Management Committees. In fact, there would likely be benefit in having a larger joint committee with Narrogin and Wickiepin.
- The development of the Dryandra Regional Equestrian Centre as an evacuation centre for people with horses has not been progressed
- The joint LEMA arrangements do not really involve all the potential agencies that could be included in a wider regional committee. This could include:
 - Department of Biodiversity Conservation and Attractions
 - Department of Primary Industry and Regional Development
 - Main Roads WA
 - Western Power
 - Telstra
 - NBN
 - Department of Health
 - Department of Education

It would be possible to preserve the existing arrangements and await the outcomes of the LEMA Review. There is also a review under way to combine the various pieces of emergency management legislation. This has also prompted discussion on which agency or level of government should be responsible for Volunteer Bush Fire Brigades and whether there should be a Rural Fire Service independent of DFES.

Cr Harris declared an impartiality interest in relation to Item 9.2.3 as he is a member and is on the Committee for the Cuballing Cricket Club.

9.2.3 Cuballing Golf Club Upgrade

Applicant: Cuballing Golf Club
 File Ref. No: ADM 24
 Disclosure of Interest: Anthony Mort, Works Supervisor is also Golf Club President
 Date: 12 October 2022
 Author: CEO- Stan Scott
 Attachments: 9.2.3A Hand drawn concept plans
 9.2.3B Email from Golf Club President

Purpose

Council is asked to consider reallocating some funds within the Local Roads and Community Infrastructure Program towards an upgrade of facilities at the Cuballing Golf Club.

Background

The Cuballing Golf Club has approached the Shire for assistance to develop an alfresco area adjacent to the existing club rooms. The Golf Club has been experiencing something of a renaissance in recent years with increasing club members and very successful events attracting players from other nearby communities.

The Shire of Cuballing won the 2022 LGIS Local Government Golf Tournament. Part of the privilege of victory is the hosting right for the 2023 tournament.

Under Round 3 the Commonwealth funded Local Roads and Community Infrastructure Program the Shire of Cuballing has been allocated \$495,536. These funds must be expended by 30 June 2023.

There was a further funding allocation known as round 3a, or round 3 extension. These funds have been announced and allocations advertised on the infrastructure.gov.au website, but we have yet to receive conformation from the responsible Minister. Our allocation under round 3a is \$247,768. These funds are also to be expended by 30 June 2023.

Given the overheated construction sector many LGs will struggle to expend all of their funds by 30 June 2023 but there has been no indication of an extension of time.

LRCI Project Allocations

Our combined allocation of \$734,304 has been allocated as follows:

Project	Details	LRCI Funds	Confidence
CWA Hall Start Date: 1/02/2023	Remove old extensions, Install new toilets & kitchen	293,300	High
Administration Office Start Date: 1/02/2023	Rear Disability Access, Extension to Carport inc. picnic table for staff	100,000	High
Cuballing Town Hall Start Date: to be confirmed	Install all purpose access & new gardens	250,000	Medium
Popanyinning Town Hall	Remove & Install new toilets	100,000	Medium
TOTAL		743,300	

Work on the CWA Hall and completion of works on the administration building has been scheduled and contractors appointed.

Work on the Cuballing Agricultural Hall has been scoped and quotes requested, but there is some doubt about whether all work can be completed on time. It is also a series of small improvements rather than a single project. While there is high confidence that some work can be completed on time the same cannot be said for all works.

The Popanyinning Hall toilets is a single project, and it is not clear whether the works can be scheduled in time.

Cuballing Golf Club

The proposed works at the Cuballing Golf Club works consist of the following:

- Construction of an outdoor paved area;
- A large shelter covering the paved area with roller doors on the Western side that can be closed during inclement weather;
- An outdoor kitchen;
- A paved ramp from the carpark, and to number 1 tee.

While the project is not only to service the forthcoming LGIS Golf Tournament it will be a welcome addition for the number of golfers that event attracts. All funds from entry fees will be payable to the Shire of Cuballing.

The anticipated cost of the project is around \$65,000, and the contribution sought from Council is \$50,000.

Discussion

Cuballing does not have the range of recreation facilities it has had in the past, but the facilities it does have are important. The Golf Club, like the Regional Equestrian facility, attracts participants from a wide catchment and can accommodate short term campers when participating in events.

The overheated construction market makes it difficult to fully expend our LRCI allocation in the available time, and collaborating with the Golf Club on this project will produce a good community outcome within the very tight deadlines.

Reallocating \$50,000 from the Cuballing Agricultural Hall will not impede the portion of the work we are confident in completing this financial year.

Strategic Implications

The Shire has as a goal to provide and promote sport, recreation and leisure facilities and programs. The proposed project allows for greater participation and improved access for an aging population.

Statutory Environment

Decisions to reallocate funds within a financial year require an absolute majority.

Policy Implications - Nil

Financial Implications

This project is affordable within the grant available and will leverage a contribution from the golf club.

Economic Implication - Nil
Environmental Considerations - Nil

Consultation

This project was discussed briefly at the September 2022 Council Forum.

Options

Council may resolve to

1. Allocate \$50,000 to this project
2. Allocate a smaller amount to the project; or
3. Not make an allocation to the project.

Voting Requirements – Absolute Majority

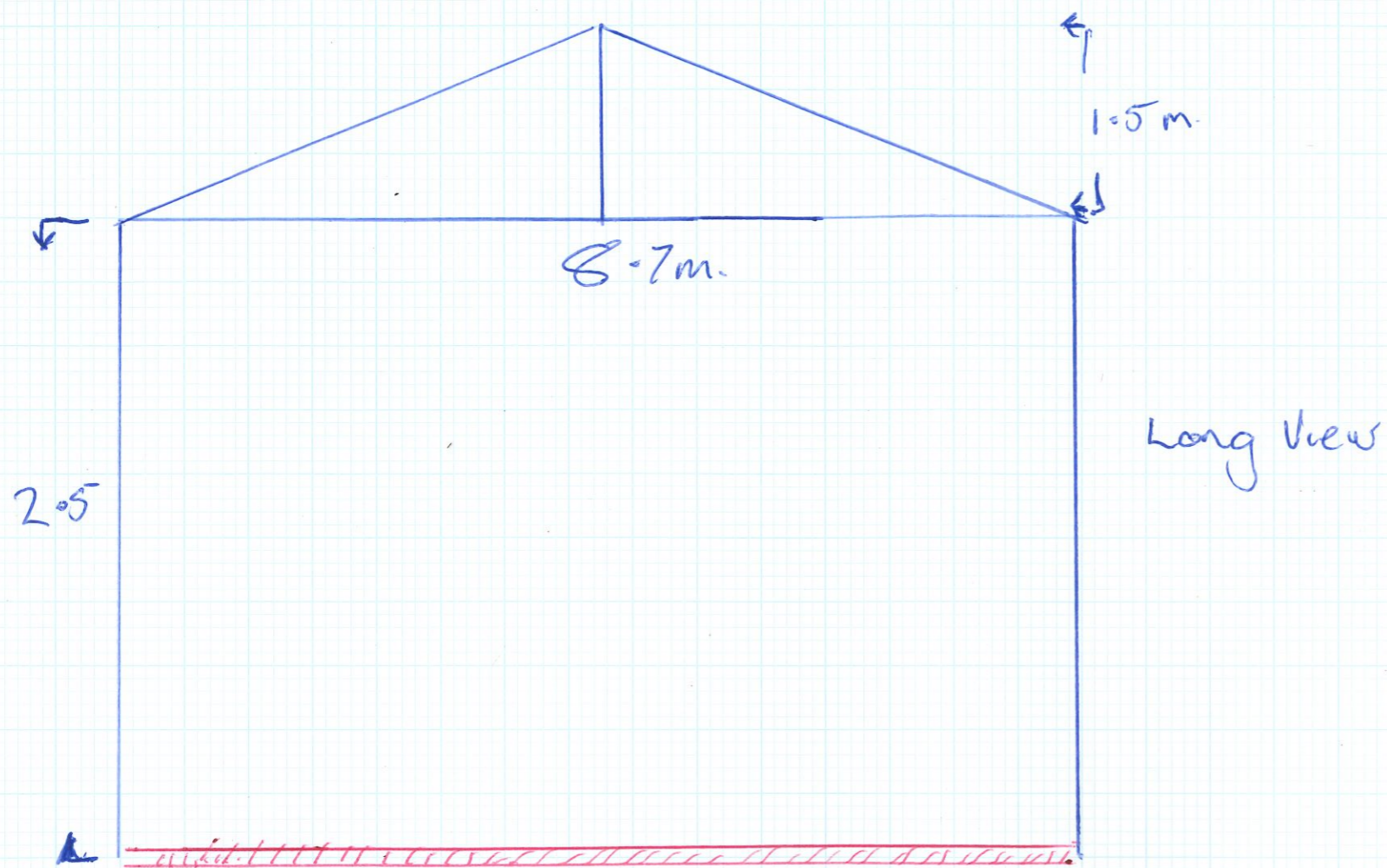
COUNCIL DECISION 2022/113:

That Council reallocate \$50,000 of Local Roads and Community Infrastructure funds from the Cuballing Agricultural Hall project to the proposed improvements at the Cuballing Golf Club subject to the Golf Club contributing the balance of the funds for the project, and the project being completed by 30 June 2023.

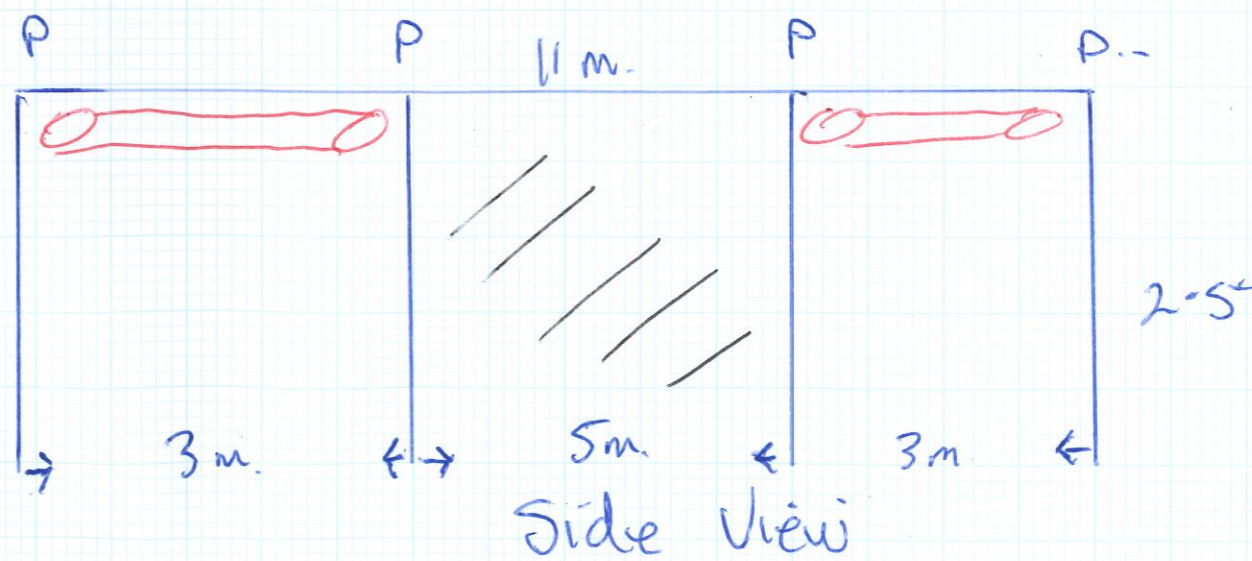
Moved: Cr Kowald

Seconded: Cr Bradford

Carried by Absolute Majority: 6/0

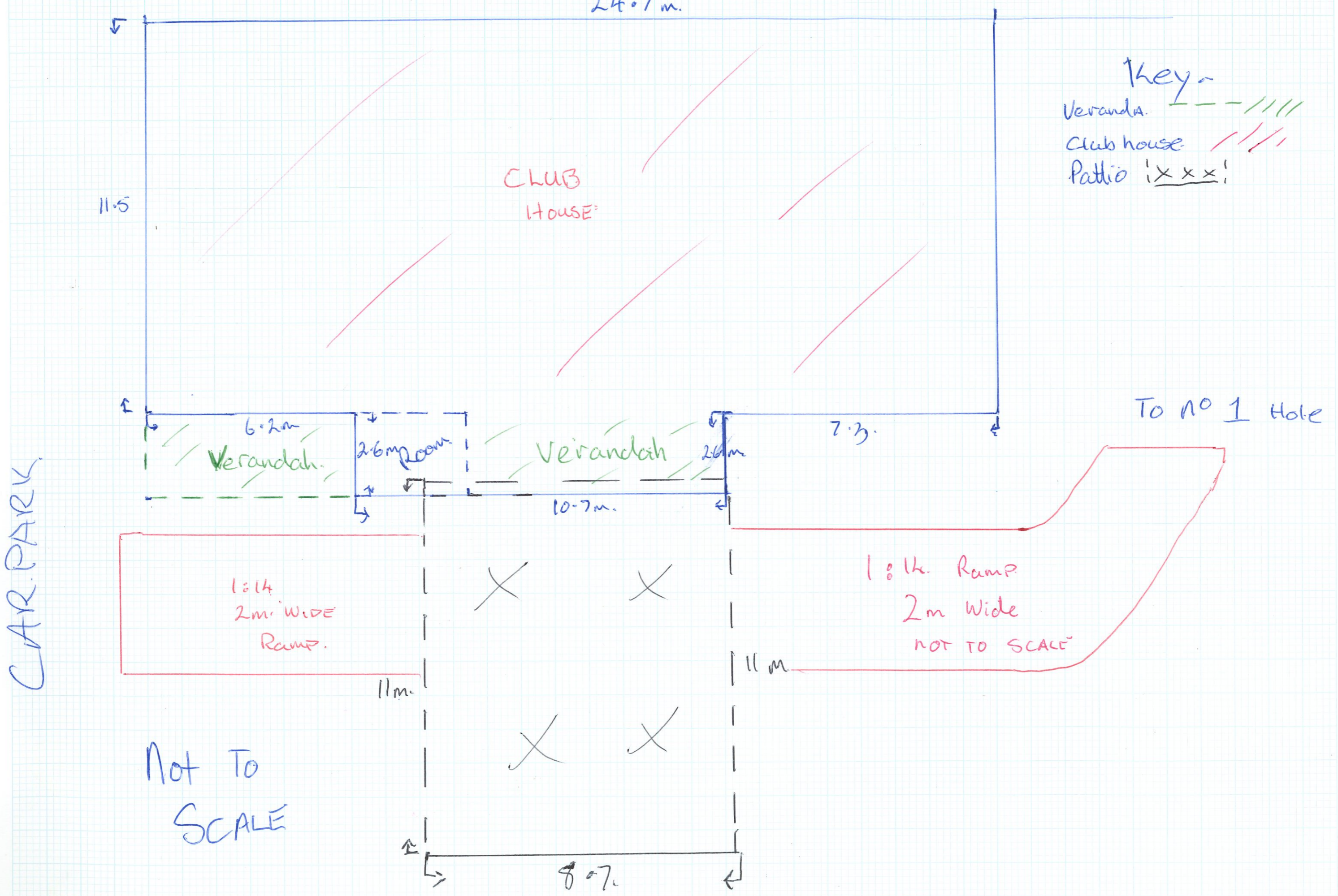


- Key
- Posts - P.
 - Blocked in
 - Roller Doors
 - CONCRETE FLOOR



11th Sept 2022

Golf Club. - veranda/Patio
24.7m.



From: Anthony Mort
Sent: Thursday, 15 September 2022 3:35 PM
To: Stan Scott; Fred Steer
Subject: cuballing golf club
Attachments: 20220913151457223.pdf

Hello Stan

The Cuballing Golf club is looking at getting a out door area constructed for the next season . The Patio that we are trying to build, will be at the front of the club house .

This structure will be free standing with some roller doors on the west side (stop weather coming in) and have a concrete floor and dis abled ramp coming in from carpark and a golfers ramp heading to number 1 Tee off.

At the moment the Golf club has a base /pad with a gravel ramp which has encouraged many more players and visitors coming to our club for functions. Before the making of the front area there were steps going into club and this was not a great look for our club that seems to be growing in numbers every year.

Reasons for building this structure is:

- Next year is the LGIS Golf Tournament ,Hosted by Cuballing Shire.
- The out door area will accommodate more people for this event for sit down meals etc.
- Have a alfresco area for players to sit and eat lunch /,morning tea
- Having ramps into club house helps people get into the club house safely /no trip hazards
- With the Club membership expanding and more people wanting to use the facility there will be more room for functions that will be beneficial for locals and visitors from around the district to enjoy.
- People coming out to our club sometimes are only visiting to enjoy our peaceful surrounds, to help with their mental health and wellbeing. (on number 18 hole there is a blue tree)
- The Golf Club are hopefully looking at possible functions in the future like quiz nights our business get togethers eg conferences. With this patio it gives us more space to have numerous options for events.

The Cuballing Golf club would like to thank the Shire of Cuballing for looking at this project to help us out with improving our facility.

The Club understands that we would probably need to inject some of our own funds into the Patio build which we are happy to help with.

The Cuballing Golf Club has for years concentrating on projects on course ,which has been improving the parkland aspect for the enjoyment of visitors and players.

- Tee box renovations—new sand and making larger
- Putting greens upgrades--resanding
- Fairway renovations--fertilizing and lime spreading
- Clearing up the bush for general public to walk around ,enjoying peace and quiet.(mental health and well being)

In the past we have painted the outside of the Club.

We have re carpeted the inside.

New curtains

More exit lighting in car park for safety when people leave.

The Club has more projects in the pipe line for the future.

The Patio project is something we have been looking at for along time and it would be great if there is a possibility of the Shire helping The Cuballing Golf Club for this Patio going up before the LGIS Golf.

Thank you for your time considering this project
 President Cuballing Golf Club

Anthony Mort

9.2.4 Revised Camping Policy

Applicant:	Shire of Cuballing
File Ref. No:	ADM 118
Disclosure of Interest:	Nil
Date:	12 October 2022
Author:	CEO- Stan Scott
Attachments:	9.2.4A Draft Camping on Council Property Policy 9.2.4B Current Camping on Council Property Policy

Purpose

Council is asked to adopt an updated policy on camping on Council property.

Background

The existing policy requires a permit for all camping on Council property.

The policy is administratively burdensome and has the effect of either discouraging camping with a permit altogether or encourages people to camp without a permit. The fact is that the Shire of Cuballing contracts ranger services one day per week from Narrogin and does not have the capacity to enforce strict camping policies.

Proposed Policy

The proposed policy:

- Recognises that overnight camping is permitted on roadside rest areas;
- Identifies one key location in each of Cuballing, Yornaning and Popanyinning as suitable for free camping. This may need to change if we cannot negotiate acceptable conditions on our lease of the rail corridor;
- For free camping seeks to regulate through signage rather than permit;
- Identifies areas where camping could be considered for a fee;
- Gives the CEO the authority to negotiate a fee for large groups;
- Identifies other possible camping options not under direct Shire control.

Discussion

The proposed policy makes more camping freely available, and with less administrative burden. It also allows us to take a customer centric approach when assisting with bookings for large groups. Finally it sets out other non-shire options to aid staff in assisting visitors to find the best option.

Strategic Implications

The Shire Strategic Community Plan identifies the following goals

4.5	Be innovative in the management of Shire operations, services, staff and resources to create a resilient and financially stable Shire.
4.6	Employees actively contribute to improved operational service delivery and ensure excellent customer service.

The proposed policy is reflective of these approaches.

Statutory Environment

The Caravan and Camping Act and Related Regulations set rules for camping and caravanning. Like a lot of statutory frameworks they are being overtaken by disruptive technology such as camping websites and apps. For this reason a light touch regulatory approach is likely the most effective.

Policy Implications - Nil

Financial Implications - Nil

Economic Implication - Nil

Environmental Considerations - Nil

Consultation

Review of the Shire's camping policy has been discussed at forum.

Options

Council may resolve to

1. Adopt the proposed Camping Policy;
2. Adopt an amended version of the Camping Policy; or
3. Defer the policy to a Council forum for further development; or
4. Advertise the policy for public comment.

Voting Requirements – Simple Majority

COUNCIL DECISION 2022/114:

That Council Adopts the Revised Policy 7.9 Camping as amended on Council Property.

Moved: Cr Harris

Seconded: Cr Christensen

Carried: 6/0

7.9 Camping on Council Property

Policy Statement:

Background

The Shire recognises the value of tourism to the local economy both to support existing businesses and encourage new business.

It is noted that under the Caravan and Camping Regulations people may park a caravan or other vehicle without permission in any roadside rest area. This includes roadside rest areas in the approaches to Cuballing and in the Popanyinning town centre.

It is further noted that the Shire may give written permission (which can be by way of a sign) for people to park a caravan or other vehicle for up to 3 days on any Shire controlled property.

Free Camping on Council Property

The Shire will allow camping without a permit in the following areas:

1. Popanyinning Recreation Ground .
2. Yornaning Dam
3. The designated rest area opposite the Cuballing Roadhouse

Camping in these areas is conditional on

1. Campers must obey signs and only camp in designate areas;
2. Camping is permitted for no more than 3 consecutive nights;
3. Camping is only permitted in a self-contained, camping trailer, caravan or motor home, manufactured for the purpose of camping. Self-contained means having adequate toilet and bathing facilities built into the camping trailer, caravan or motor home.
4. Camp fires are only permitted in accordance with local signage.

Charged Camping on Council Property with a Permit

The Shire recognises that there may be events or occasions where a more formalised camping arrangement is required. The Shire will permit camping with a permit on selected Council properties:

1. for activities conducted by local community based non-profit community groups; or
2. as part of a local event or activity.

The Shire will allow camping with a permit in the following areas:

1. Cuballing Recreation Ground;
2. Popanyinning School Site;
3. Cuballing Hall;
4. Popanyinning Hall;
5. Cuballing Rifle Club;

Camping in these areas, with a permit, is conditional upon:

1. Obtaining a permit at least one week prior to establishing a campsite;
2. Camping can only be permitted for up to 3 consecutive nights. Council may consider applications for extended periods on an individual basis, with prior notice of at least a month;
3. Camping is only permitted in a swag, tent, camping trailer, caravan or motor home, manufactured for the purpose of camping;
4. Camp fires may be permitted with specific approval. Applications should indicate the request for approval of a camp fire with the permit application. Shire staff may seek the opinion of Shire of Cuballing Bush Fire Brigade volunteers in considering a request for a camp fire;
5. Payment of the Council fee for camping on Shire of Cuballing property.
6. Mobile power generators external to the vehicle should only be used up to two hours to top-up internal batteries and not operating before 7am or after 9pm.
7. Externally strung washing lines are not permitted.
8. If dogs accompany campers the Dog Act 1976 and the Shire of Cuballing Dog Local Law applies.

Permits may include additional conditions on each permit to camp on Shire property that addresses factors unique to each location such as:

- Rubbish disposal or waste management;
- Parking or driving on areas of the property;
- Times when noise should be minimised;
- Use of the Shire buildings or facilities on the property.

The Shire will apply the designated fee in the Shire Of Cuballing adopted schedule of Fees and Charges for Charged Camping on Council Property with a Permit.

For large groups the CEO may negotiate an all up fee to take account of the number of caravans or campsites and access to Council facilities by campers.

Other Camping Options

The Shire may consider applications for camping on other Shire of Cuballing property on an individual basis, with prior notice of at least a month.

Other facilities may be available for camping for events at the discretion of the lessee. These facilities include:

- The Dryandra Regional Equestrian Centre
- The Cuballing Golf Club

The Dryandra Woodlands National Park also offers camping and accommodation options for visitors. The Laze Away Caravan Park just south of Popanyinning is a full service caravan park.

7. COUNCIL BUILDINGS

7.9 Camping on Council Property

Policy Statement:

Free Camping on Council Property With a Permit

Council will allow camping with a permit in the following areas:

1. the Popanyinning Recreation Ground .

Camping in these areas, with a permit is conditional upon:

1. Camping is only permitted in the defined area;
2. Camping is only permitted for a one consecutive night;
3. Camping is only permitted between the hours of 4pm and 9am;
4. Camping is only permitted in a self-contained, camping trailer, caravan or motor home, manufactured for the purpose of camping. Self-contained means having adequate toilet and bathing facilities built into the camping trailer, caravan or motor home.
5. No camp fires of any type are permitted at any time.

Council will not charge a fee for this Free Camping on Council Property With a Permit.

Charged Camping on Council Property With a Permit

Council will permit camping with a permit on selected Council properties:

1. for activities conducted by local community based non-profit community groups; or
2. as part of a local event or activity.

Council will permit camping with a permit in the following areas:

1. Cuballing Recreation Ground;
2. Popanyinning Recreation Ground;
3. Popanyinning School Site;
4. Cuballing Hall;
5. Popanyinning Hall;
6. Cuballing Rifle Club;
7. Yornaning Dam.

Council may consider applications for camping on other Shire of Cuballing property on an individual basis, with prior notice of at least a month

Camping in these areas, with a permit, is conditional upon:

1. Obtaining a permit a week prior to establishing a campsite;
2. Camping can only be permitted for up to 3 consecutive nights. Council may consider applications for extended periods on an individual basis, with prior notice of at least a month;
3. Camping is only permitted in a swag, tent, camping trailer, caravan or motor home, manufactured for the purpose of camping;
4. Camp fires may be permitted with specific approval. Applications should indicate the request for approval of a camp fire with the permit application. Shire staff may seek the opinion of Shire of Cuballing Bush Fire Brigade volunteers in considering a request for a camp fire;
5. Payment of the Council fee for camping on Shire of Cuballing property.
6. Mobile power generators external to the vehicle should only be used up to two hours to top-up internal batteries and not operating before 7am or after 9pm.

7. Externally strung washing lines are not permitted.
8. If dogs accompany campers the Dog Act 1976 and the Shire of Cuballing Dog Local Law applies.

Council staff are encouraged to include additional conditions on each permit to camp on Shire property that addresses factors unique to each location such as:

- Rubbish disposal or waste management;
- Parking or driving on areas of the property;
- Times when noise should be minimised;
- Use of the Shire buildings or facilities on the property.

Council will charge a fee for Charged Camping on Council Property With a Permit. Council will consider an appropriate fee annually as part of adopting Fees and Charges in the Shire of Cuballing's Annual Budget process

Resolution No: 2019/86
Resolution Date: 26 August 2019

9.3 MANAGER OF WORKS AND SERVICES:

Nil at this time

10. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN:

Nil

11. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING:

COUNCIL DECISION 2022/115:

That Council consider new business of an urgent nature.

Moved: Cr Dowdell

Seconded: Cr Kowald

Carried 6/0

11.1 LATE ITEM - Application for Development Approval for A Storage Shed

Location:	58 Austral Street, Cuballing
Applicant:	Khatt Pty Ltd, Trading as General Steel Products (Tung Nguyen)
File Ref. No:	A2614
Disclosure of Interest:	Nil
Date:	17 th October 2022
Author:	Stan Scott - CEO
Attachments	11.1 A Application for Planning Approval 11.1 B Site Plan and Building Plan

Summary

Mr Nguyen is in need of storage space to store materials to be used in his shed building business. There will likely be a future application for further development of the site as an engineering workshop.

Background

In September 2017 Mr Nguyen submitted an application for Development Approval for an Engineering Workshop at 58 Austral Street. If storage shed is approved it would eventually be subsumed into the metal fabrication business. This future development would be subject to a further development application which would require public consultation.

Mr Nguyen is in need of storage space to store materials to be used in his shed building business.

Planning context

Mr Nguyen approached the CEO on Thursday 13 October seeking advice on the development of 58 Austral Street. His immediate need is for storage of material to support his shed building

business. His current storage solution in the metro area will soon be unavailable and a lot is his work is in this region.

The CEO provided the following advice:

I have had a look at the planning scheme and related information in relation to your property in Austral Street.

The metal fabrication business is an 'A' use under the Shire of Cuballing Local Planning Scheme. This means that it may only be approved by Council after it has been advertised for public comment. This would also mean writing to nearby residents to seek their comments. This is not something that could be dealt with really quickly and there would be more information required than just the plans. This would include hours of operation, any potential environmental impacts (noise, emissions etc), site plan including parking and landscaping, access by heavy vehicles, and traffic impacts. This is a fairly complex application and I would probably need to refer it to our planning consultant. That would mean November Council Meeting at the earliest, but more likely December.

The other question in relation to building a smaller storage shed and using the premises for storage in the interim is a little simpler. I would need plans for the smaller shed, and a planning application to use the premises for the purposes of storage. Storage is a "D" use under the local planning scheme, which means Council has discretion to approve the proposal without advertising. It would be possible to get this to the October Meeting as a late item if I have all the information available. I have attached a new development application and a guide to completing the application. The value would be based on the cost of the smaller shed.

*It is important to note that if you apply for the use as storage, you will still need to submit a planning application for the full project later. This would require a further fee based on the additional cost of stage 2 of the project. **Even if this storage application is approved it does not guarantee approval for the metal fabrication business.***

Shire of Cuballing Town Planning Scheme No. 2

The site is zoned "Rural Townsite" in the Shire of Cuballing Town Planning Scheme No. 2 (TPS2). The use of the site for Storage is a "D" use in the Rural Townsite Zone. This means that *the use is not permitted unless the local government has exercised its discretion by granting development approval.*

What this means in practice is that the use will generally be approved unless there is a good reason not to approve it. Given that the site is close to an existing welding business and the Shire Depot is in the same street it would be hard to argue that storage is a more intrusive use than other nearby uses.

Shire of Cuballing Local Planning Strategy (endorsed in June 2019)

The Local Planning Strategy says in relation to industrial development at 2.4.5:

(iii) Reliance on one industry is not preferable and there is support to diversify the district economy.

Under 2.3.3 Key Settlement Issues it identifies the following:

(ii) Attracting growth to the Cuballing and Popanyinning townsites will require maintaining elements of the existing townsite character, improving services and

infrastructure, and achieving a high level of residential amenity, including protection from non-compatible land uses.

The Local Planning Strategy also identifies the need for a dedicated Industrial Estate, but there has been no significant progress.

Comment

The proposed use is quite benign when compared to nearby businesses. The future development of an engineering workshop would have greater amenity impacts and will require consultation with neighbouring and nearby properties.

The general state of 58 Austral Street is poor. The fence is in poor condition and there is debris from previous use of the site. The proposed development could be required to improve the general appearance of the site.

Strategic Implications

One of Council's strategic goals is:

Promoting sustainable and diverse economic development opportunities that make the Shire of Cuballing an attractive place to live, work and visit.

Promoting further employment generating business in Cuballing is consistent with that goal so long as amenity impacts are manageable.

Statutory Environment

Shire of Cuballing Local Planning Scheme No 2, and Planning and Development (Local Planning Schemes) Regulations 2015.

Policy Implications – Nil

Financial Implications

All costs associated with the development will be borne by the applicant. Should the applicant be aggrieved by Council's decision, the applicant may seek a review of that decision or conditions through the State Administrative Tribunal.

Economic Implications

The applicant will be supporting the operation of a viable local business from the property.

Social Implications - Nil

Environmental Considerations

The main impacts would be traffic and noise from loading and unloading vehicles. This could be managed by reasonable hours of operation.

Consultation

There has been no consultation in relation to this application.

Options

The Council can resolve:

1. the Officer's Recommendation:
2. to approve the Development Application with amended conditions (providing reasons);
3. to refuse the Development Application (providing reasons); or
4. defer and seek additional information.

Voting Requirements - Simple Majority

OFFICER RECOMMENDATION

That Council approve the construction of a Storage Shed and operation of a storage business at 58 Austral Street, Cuballing, subject to the following conditions:

1. the development hereby approved must be carried out in accordance with the plans and specifications submitted with the application (addressing all conditions) or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government;
2. If the development, the subject of this approval, is not substantially commenced within a period of 24 months from the date of the approval, the approval will lapse and be of no further effect. For the purposes of this condition, the term “substantially commenced” has the meaning given to it in the Planning and Development (Local Planning Schemes) Regulations 2015 as amended from time to time.
3. All stormwater must be contained and disposed of on-site at all times, to the satisfaction of the Local Government
4. The applicant/operator is to ensure that noise levels are considerate of adjoining and nearby properties at all times which comply with the Environmental Protection (Noise) Regulations 1997 (and any associated amendments);
5. The use hereby approved must not adversely affect the amenity of the subject locality by reason of (or the appearance or emission of) smoke, fumes, vibration, odour, vapour, dust, waste water, waste products or other pollutants;
6. The hours of operation are limited to between 7.30am to 5.30pm Monday to Friday and 8.30am to 5.30pm Saturday, not including any public holidays;
7. Prior to the commencement of the development the applicant is to remove all rubbish and debris from the site and shall maintain the site in a tidy condition so as not to prejudicially affect the amenity of the area;
8. The applicant/operator is to maintain dust control measures to the satisfaction of local government on an on-going basis;
9. The shed is not used for habitable purposes.
10. The shed is not to be used for manufacturing or metal fabrication or any purpose other than storage without the approval of the Local Government
11. The applicant is required to install 5 parking bays to the satisfaction of the Local Government
12. The applicant shall within 3 months of this approval submit a landscaping plan for the site to the satisfaction of the Local Government. The landscaping plan should include a vegetative barrier adjacent to Austral Street.
13. The applicant is to remove the portion of the fence along Austral Street and Alton Street. If a replacement fence is erected, it must be constructed of new materials.

- 14 The applicant will complete a new crossover from Austral Street in accordance with Local Government requirements.

ADVICE:

- A) The applicant should note that the fences between the two streets is in poor condition and will require repair or replacement.
- B) The applicant is advised that further development of the site for metal fabrication or other purposes will require a further development application. Approval of the present application should not be taken as an indication of the result of any future application.
- C) Before commencement of work the applicant is required to obtain a building permit.
- D) If the applicant is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

COUNCIL DECISION 2022/116

That Council approve the construction of a Storage Shed and operation of a storage business at 58 Austral Street, Cuballing, subject to the following conditions:

- 1. the development hereby approved must be carried out in accordance with the plans and specifications submitted with the application (addressing all conditions) or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government;**
- 2. If the development, the subject of this approval, is not substantially commenced within a period of 24 months from the date of the approval, the approval will lapse and be of no further effect. For the purposes of this condition, the term “substantially commenced” has the meaning given to it in the Planning and Development (Local Planning Schemes) Regulations 2015 as amended from time to time.**
- 3. All stormwater must be contained and disposed of on-site at all times, to the satisfaction of the Local Government**
- 4. The applicant/operator is to ensure that noise levels are considerate of adjoining and nearby properties at all times which comply with the Environmental Protection (Noise) Regulations 1997 (and any associated amendments);**
- 5. The use hereby approved must not adversely affect the amenity of the subject locality by reason of (or the appearance or emission of) smoke, fumes, vibration, odour, vapour, dust, waste water, waste products or other pollutants;**
- 6. The hours of operation are limited to between 6.00am to 6.00pm Monday to Friday and 8.30am to 5.30pm Saturday, not including any public holidays;**

7. Prior to the commencement of the development the applicant is to remove all rubbish and debris from the site and shall maintain the site in a tidy condition so as not to prejudicially affect the amenity of the area;
8. The applicant/operator is to maintain dust control measures to the satisfaction of local government on an on-going basis;
9. The shed is not used for habitable purposes.
10. The shed is not to be used for manufacturing or metal fabrication or any purpose other than storage without the approval of the Local Government
11. The applicant is required to install 5 parking bays to the satisfaction of the Local Government
12. The applicant shall within 3 months of this approval submit a landscaping plan for the site to the satisfaction of the Local Government. The landscaping plan should include a vegetative barrier adjacent to Austral Street.
13. The applicant is to remove the portion of the fence along Austral Street and Alton Street. If a replacement fence is erected, it must be constructed of new materials.
14. The applicant will complete a new crossover from Austral Street in accordance with Local Government requirements.

ADVICE:

- A) The applicant should note that the fences between the two streets is in poor condition and will require repair or replacement.
- B) The applicant is advised that further development of the site for metal fabrication or other purposes will require a further development application. Approval of the present application should not be taken as an indication of the result of any future application.
- C) Before commencement of work the applicant is required to obtain a building permit.
- D) If the applicant is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

Moved: Cr Kowald

Seconded: Cr Dowdell

Carried 4/2

APPLICATION FOR DEVELOPMENT APPROVAL

Owner Details		
Name: Khatt Pty Ltd (T/A: General Steel Products)		
ABN (if applicable): 78 118 152 300		
Address: 58 Austral Street, Cuballing Postcode: 6311		
Or		
Mailing Address: PO Box 1156 Kelmscott DC 6997		
Phone: Work: 9498 3508 Home: Mobile: 0401 871 671	Fax:	Email: tung@gspaus.com.au
Contact person for correspondence: Tung Nguyen		
Signature: 		Date: 17/10/2022
Signature:		Date:
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).</i>		

Applicant Details (if different from owner)		
Name:		
Address:		
.....		Postcode:
Phone: Work: Home: Mobile:	Fax:	Email:

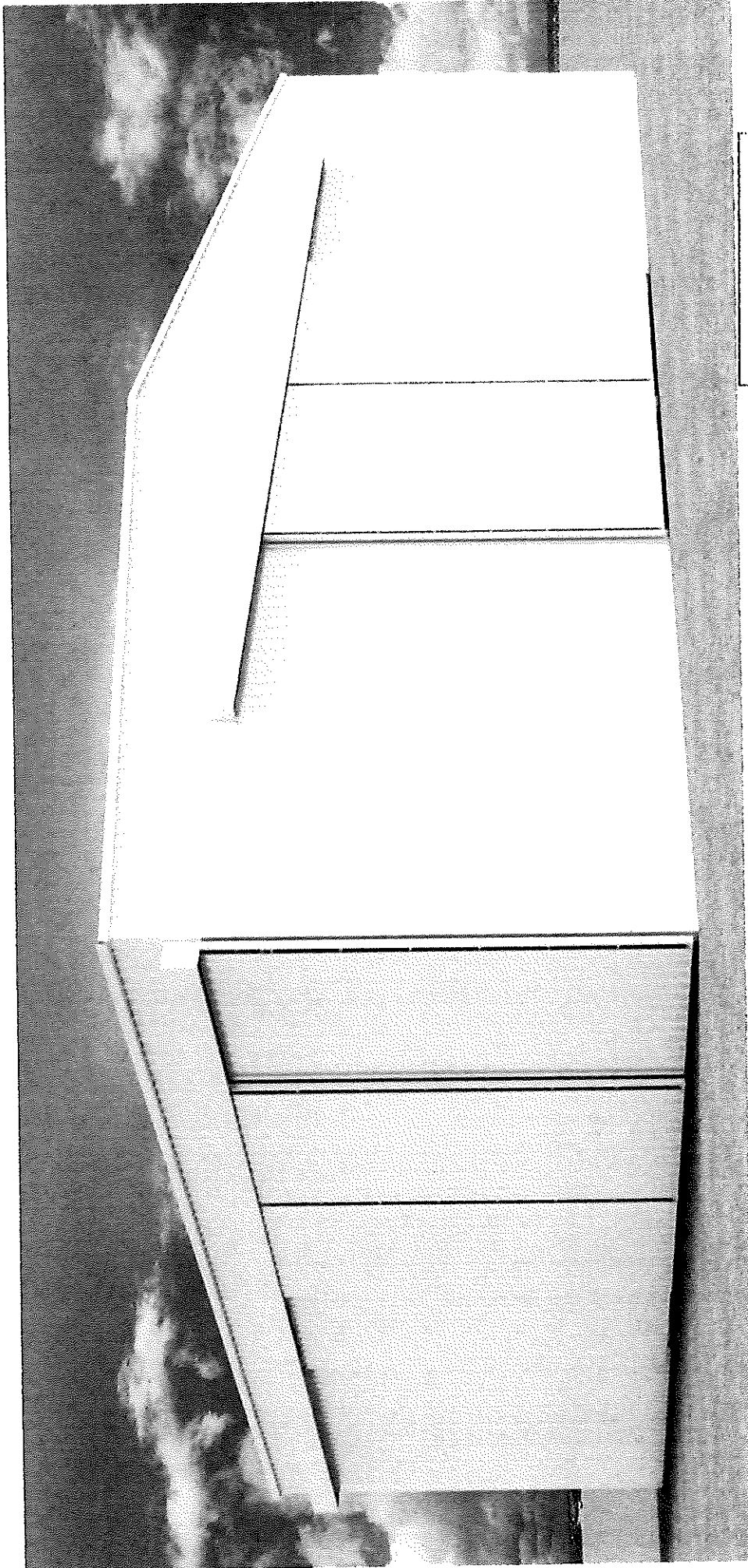
Contact person for correspondence:	
The information and plans provided with this application may be made available by the local government for public viewing in connection with the application. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature:	Date:

Property Details		
Lot No: 56	House/Street No: 58	Location No:
Diagram or Plan No:	Certificate of Title Vol. No: 1753	Folio: 78
Title encumbrances (e.g. easements, restrictive covenants):		
Street name: Austral	Suburb: Cuballing	
Nearest street intersection: Brundell Street		

Proposed Development	
Nature of development:	<input type="checkbox"/> Works <input type="checkbox"/> Use <input checked="" type="checkbox"/> Works and use
Is an exemption from development claimed for part of the development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, is the exemption for:	<input type="checkbox"/> Works <input type="checkbox"/> Use
Description of proposed works and/or land use: - Storage Shed	
Description of exemption claimed (if relevant):	
Nature of any existing buildings and/or land use:	
Approximate cost of proposed development: \$68,000	
Estimated time of completion: 2 Months	
Acceptance Officer's initials: Local government reference No:	OFFICE USE ONLY Date received:

GENERAL STEEL PRODUCTS

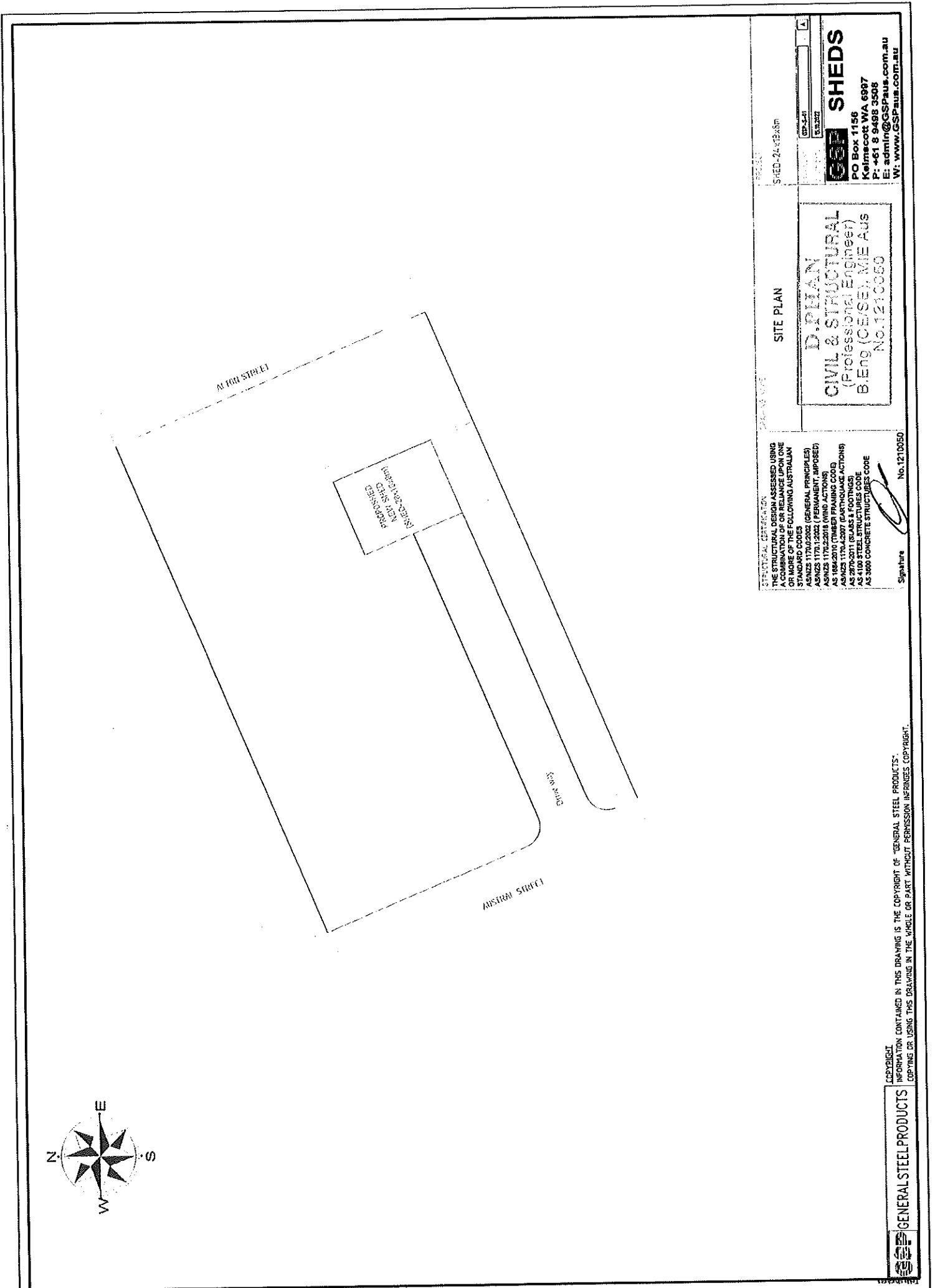
STRUCTURAL ENGINEERING DETAILS



D. PHAN
CIVIL & STRUCTURAL
(Professional Engineer)
B.Eng (CE/SE), MIE Aus
No. 1110050

[Signature] 16/10/2022

PROJECT NAME: SHED - 24x18x8m



PROJECT: SHED-24-438A8M

DATE: 03-11-2022

SHEDES
 PO Box 1156
 Kelmscott WA 6987
 P: +61 8 9498 3508
 E: admin@GSPaus.com.au
 W: www.GSPaus.com.au

SITE PLAN

D. PLIAN
 CIVIL & STRUCTURAL
 (Professional Engineer)
 B.Eng (CE/SE), MIE Aus
 No. 1210050

STRUCTURAL CERTIFICATION
 THE STRUCTURAL DESIGN ASSESSED USING
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 AS/NZS 1170.1:2002 (GENERAL PRINCIPLES)
 AS/NZS 1170.2:2002 (PERMANENT, IMPOSED)
 AS/NZS 1170.3:2018 (WIND ACTIONS)
 AS 1884:2010 (TIMBER FRAMING CODE)
 AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
 AS 2870:2011 (SLABS & FOOTINGS)
 AS 4100:2018 (STEEL STRUCTURES)
 AS 3600: CONCRETE STRUCTURES CODE

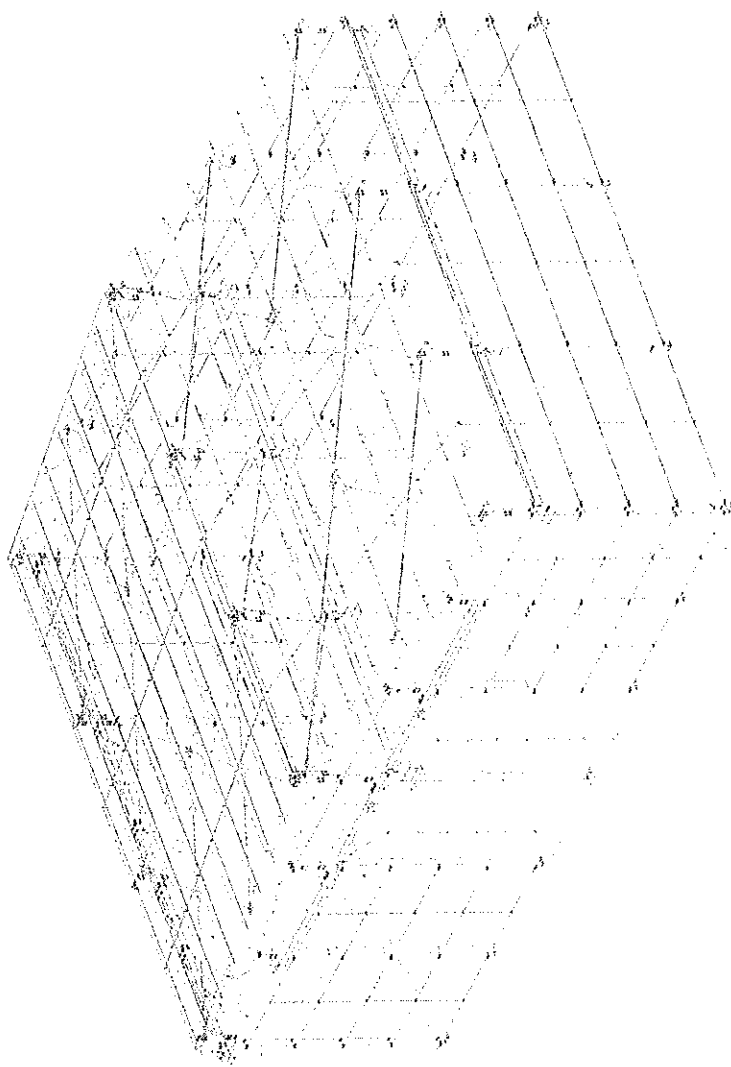
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MEMBERS SCHEDULE		
NAME	MEMBER SIZE	MEMBER NAME
MEMBER 1	100x100x10	100x100x10
MEMBER 2	100x100x10	100x100x10
MEMBER 3	100x100x10	100x100x10
MEMBER 4	100x100x10	100x100x10
MEMBER 5	100x100x10	100x100x10
MEMBER 6	100x100x10	100x100x10
MEMBER 7	100x100x10	100x100x10
MEMBER 8	100x100x10	100x100x10
MEMBER 9	100x100x10	100x100x10
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MEMBER 99	100x100x10	100x100x10
MEMBER 100	100x100x10	100x100x10



STRUCTURE - 3D VIEW

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 AS 1841:2010 (TIMBER FRAMING CODE)
 AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
 AS 2874:2011 (SLABS & FOOTINGS)
 AS 4108 STEEL STRUCTURES CODE
 AS 3608 CONCRETE STRUCTURES CODE

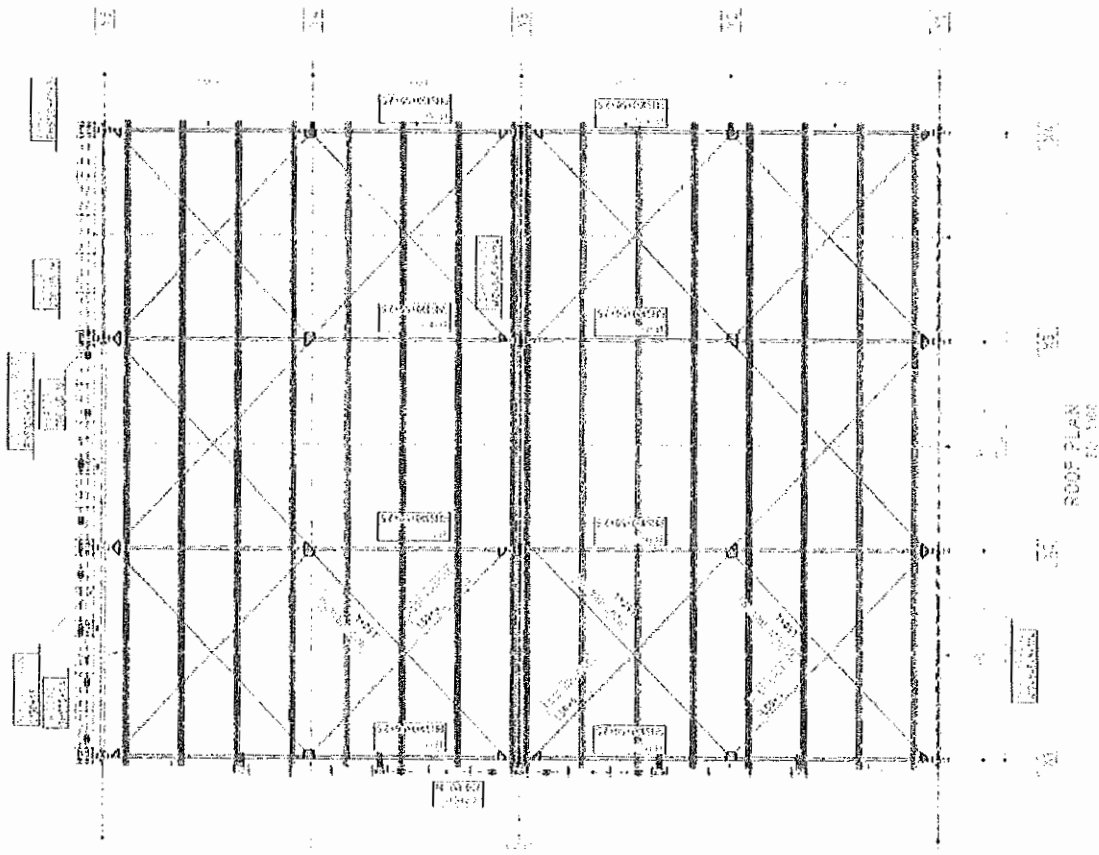
Signature  No. 1210050

STRUCTURE - 3D VIEW

D. PEHAN
CIVIL & STRUCTURAL
 (Professional Engineer)
 B.Eng (CE/SE), MIE AUS
 No. 1210050

GSP SHEDS
 PO Box 1156
 Kellimcote WA 6997
 P: +61 8 9498 3508
 E: admin@GSPaus.com.au
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 AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
 AS 2870:2011 (SLABS & FOOTINGS)
 AS 4100 STEEL STRUCTURES CODE
 AS 3600 CONCRETE STRUCTURES CODE

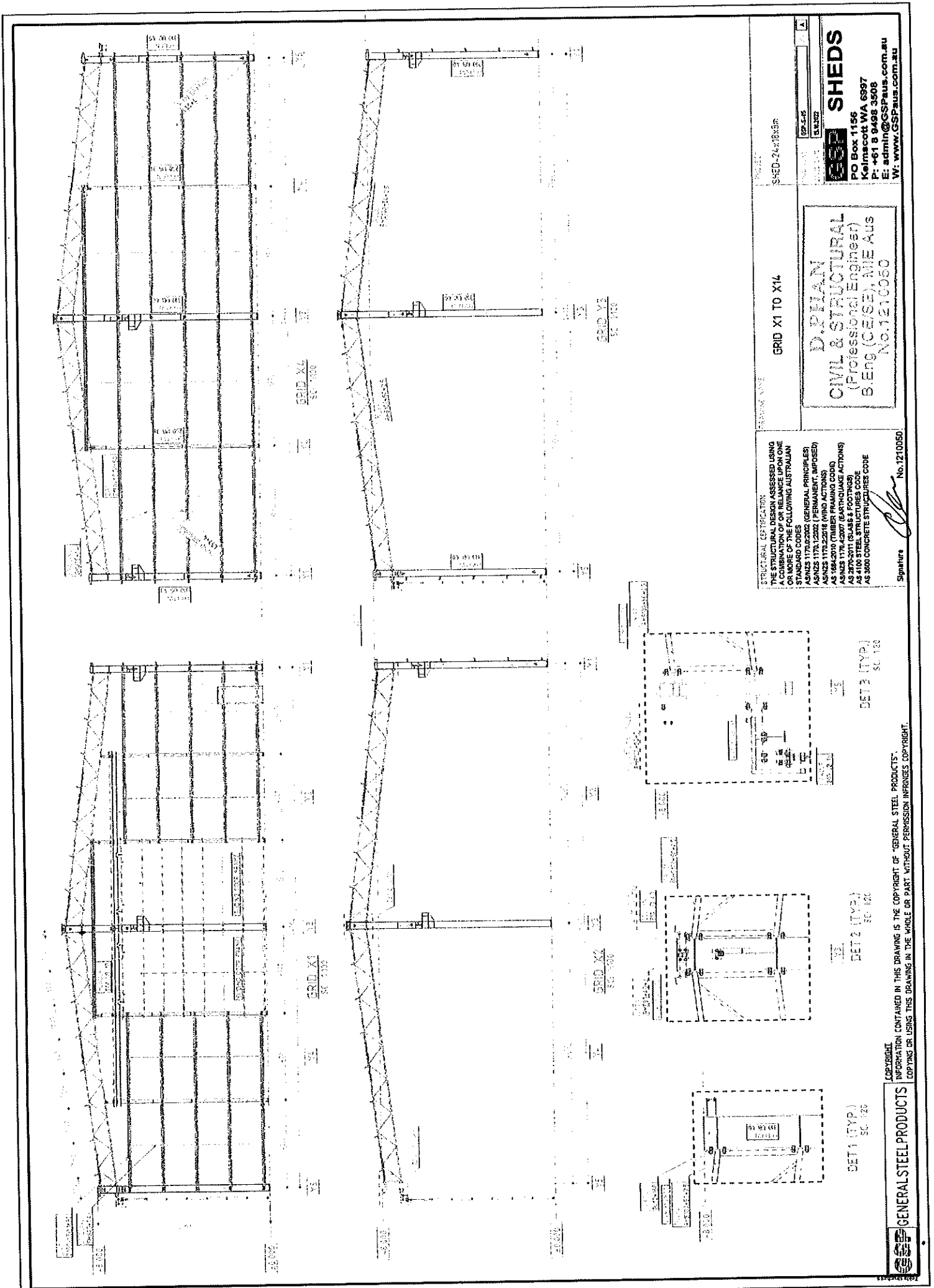
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 No. 1210050

ROOF PLAN
 D. PIZAN
 CIVIL & STRUCTURAL
 (Professional Engineer)
 B. Eng (CE/SE), MIE Aus
 No. 1210050

PROJECT
 SHED-24x16x8m
 SHEET NO.
 01 OF 02

GSP SHEDS
 PO Box 1156
 Kalamit WA 6997
 P: +61 8 9498 3508
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 AS/NZS 1170.1:2002 (PERMANENT, IMPOSED)
 AS/NZS 1170.2:2018 (WIND ACTIONS)
 AS/NZS 1170.3:2010 (NUMBER FRAMING CODE)
 AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
 AS 4600 (STEEL STRUCTURES)
 AS 4600 (STEEL STRUCTURES) CODE
 AS 3600 (CONCRETE STRUCTURES) CODE

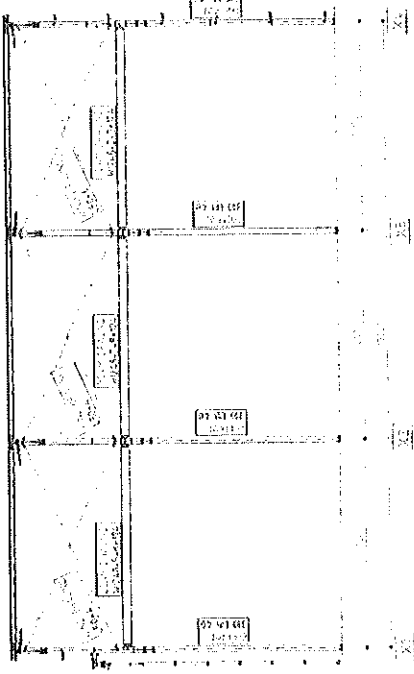
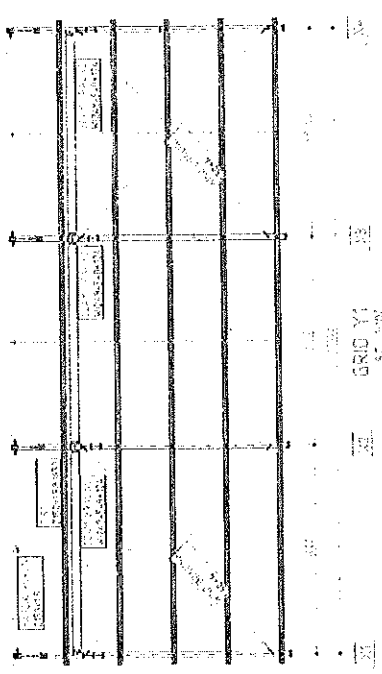
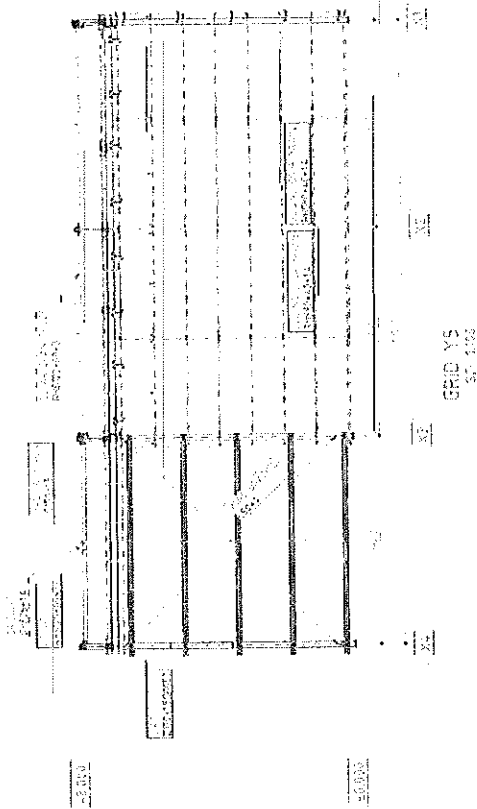
Signature: *[Signature]* No. 1210050

GRID X1 TO X4

D. PILLAN
 CIVIL & STRUCTURAL
 (Professional Engineer)
 B. Eng. (CE/SE), MIE AUS
 No. 1210050

GSP SHEDS
 PO Box 1156
 Kalamcott WA 6997
 P: +61 8 9498 3508
 E: admin@GSPaus.com.au
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 AS 1842:2010 (TIMBER FRAMING CODES)
 AS/NZS 1170.4:2007 (EARTHQUAKE ACTIONS)
 AS 2370:2011 (SLABS & FOOTINGS)
 AS 4576:2001 (STEEL STRUCTURES)
 AS 4580:2001 (CONCRETE STRUCTURES CODE)

[Signature] No. 1210050
 Signature

CREATING NAME
 GRID Y1 TO Y5

D. PIAN
CIVIL & STRUCTURAL
 (Professional Engineer)
 B.Eng (CE/SEA) MIE AUS
 No. 1210050

SKED-24x18x6m
 GSP
SHEDS
 PO Box 1156
 Kelmscott WA 6987
 P: +61 8 9498 3508
 E: admin@GSPaus.com.au
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12. CONFIDENTIAL MATTERS:

Nil

13. NEXT MEETING:

Ordinary Council Meeting, 2.00pm. Wednesday 16th November 2022 at the Shire of Cuballing Council Chambers, Campbell Street, Cuballing

14. CLOSURE OF MEETING:

There being no further business, the Shire President, Cr Dowling, closed the meeting at 3.45pm.