

ATTACHMENTS
BRIEFING SESSION AGENDA
21 SEPTEMBER 2021

Attachment No. 1

Draft Licence – Movies by Burswood

Attachment No. 2

Draft Recovery of Sundry Debts Policy

Attachment No. 3

Draft Amended Purchasing Policy

Attachment No. 4

- Draft Councillor ICT Policy
- Councillor Allowances and Expenses Policy

Attachment No. 5

Draft Differential Rates Refund Policy

Attachment No. 6

- Minutes of the Special Electors' Meeting held on 31 August 2021
- Copy of Deputation - Mr Terry Blanchard

ATTACHMENT NO. 1

Licence for Movies by Burswood, Bassendean: Reserve 21150

Town of Bassendean

Movies by Burswood Inc.



McLEODS

Barristers & Solicitors

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Ref: DFN:BASS 32506

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Table of Contents

Copyright notice	i
Details	4
Agreed terms	5
1. Definitions & Interpretation	5
1.1 Definitions	5
1.2 Interpretation	6
2. Grant of Licence	7
3. No Assignment	7
4. Fees & Charges	7
5. Duration of Outdoor Movies	7
6. Licences, approvals and compliance with statutes	8
6.1 Certificate of Approval	8
6.2 Compliance with Statutes	8
6.3 Indemnity if Licensee Fails to Comply	8
6.4 Provision of Certificates	9
6.5 Noise Levels	9
6.6 Liquor Licensing	9
6.7 Food and drink outlets	9
7. Insurance	9
7.1 Insurance	9
7.2 Details and Receipts	10
7.3 Not to Invalidate	10
8. Indemnity	10
8.1 Indemnity	10
8.2 Indemnity Unaffected by Insurance	10
8.3 Receipt of Insurance Money	10
8.4 Indemnity for Costs	10
9. Use	11
9.1 Restrictions on Use	11
10. Layout and Construction	11
10.1 Layout & Construction	11
10.2 No alterations	11
11. Town's Obligations	11
12. Noise	12
12.1 Noise Levels	12
12.2 Liaison Person	12
12.3 Noise Monitoring	12
13. Security arrangements	12
14. Emergency Services	12
14.1 Notify Authorities	12
14.2 Fire Fighting Equipment	12

14.3	Provision of Information to Town	13
15.	Public Transport	13
16.	Licensee to advertise	13
17.	Access by Town	13
18.	Water taps	13
19.	Exits	13
20.	Customer Feedback Service	13
21.	Rubbish removal	14
22.	Yield up and Restore Licensed Area	14
23.	Inspection of Licensed Area	14
23.1	Pre-Inspection	14
23.2	Post-Outdoor Movies Inspection	14
23.3	Purpose of Inspections	14
24.	Termination for Breach	14
25.	No warranty by Town	14
26.	No Fetter	15
27.	Further Term	15
28.	Special Clauses	15
29.	GST	15
30.	Schedule	15
31.	Governing Law	15
32.	Land Administration Act 1997	16
	Schedule	17
	Signing page	21
	Annexure 1 – Licensed Area	22
	Annexure 2 – Consent of the Minister for Lands	23

Details

Parties

Town of Bassendean

of 48 Old Perth Road, Bassendean, Western Australia
(**Town**)

Movies by Burswood Inc. trading as Community Cinemas

of PO Box 6008, East Perth Western Australia
Registration Number A101062H
(**Licensee**)

Background

- A The Town is the management body of the Reserve under a management order.
- B The Town has agreed to grant to the Licensee a licence of the Licensed Area for the purpose of the Outdoor Movies, on the terms and conditions of this Licence.

Agreed terms

1. Definitions & Interpretation

1.1 Definitions

In this Licence, unless otherwise required by the context or subject matter:

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Licensee; and
- (b) any person visiting the Licensed Area with the express or implied consent of any person mentioned in paragraph (a).

Conditional Approval means that approval granted by the Health Services of the Town in respect of the Outdoor Movies.

Environmental Noise Regulations means the *Environmental Protection (Noise) Regulations 1997*.

Health Act means the *Health (Miscellaneous Provisions) Act 1911*.

Licence means this deed as supplemented, amended or varied from time to time.

Licensed Area means that part of the Reserve to be licensed to the Licensee for the Outdoor Movies, as shown depicted on the sketch annexed hereto as **Annexure 1**.

Litter Act means the *Litter Act 1979*.

Outdoor Movies means the Outdoor Movies and associated entertainment and activities the subject of this Licence to be known as ‘Community Cinemas’ to be staged by the Licensee on the Licensed Area.

Outdoor Movie Season means the following periods during the Term and the Further Term (if any):

- (a) TERM:
 - (i) 25 November 2021 to 9 April 2022;
 - (ii) 22 November 2022 to 25 April 2023;
- (b) FURTHER TERM:
 - (i) 23 November 2023 to 6 April 2024.

Party means the Town or the Licensee according to the context.

Public Building Regulations means the *Health (Public Building) Regulations 1992*.

Reserve means land known as BIC Reserve, Reserve 21150, being Lot 500 on Deposited Plan 63754 being land the whole of the land comprised in Crown Land Title Volume LR3159 Folio 765.

Schedule means the Schedule to this Licence.

Term means the term of this Licence as specified in **Item 1** of the Schedule.

Town Officers means any person employed or instructed by the Town.

1.2 Interpretation

- (1) In this Licence, unless expressed to the contrary:
- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
 - (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (c) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (d) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (e) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

- (f) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (g) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;
- (2) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
- (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (b) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done.
- (3) Except in the Schedule, headings do not affect the interpretation of this Licence; and
- (4) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

2. Grant of Licence

Subject to the other provisions of this Licence, the Town grants to the Licensee a licence to use the Licensed Area for the Outdoor Movie Season for the purpose of:

- (a) staging the Outdoor Movies; and
- (b) setting up and dismantling the facilities and structures required for the Outdoor Movies.

3. No Assignment

The Licensee shall not assign or otherwise transfer any rights granted pursuant to this Licence. If the Licensee breaches this clause the Town shall be at liberty to immediately terminate this Licence without penalty and without prejudice to any other remedy it may have against the Licensee.

4. Fees & Charges

The following fees and costs are payable by the Licensee to the Town:

- (a) statutory licence fees specified in **Item 3** and **Item 6** of the Schedule; and
- (b) a licence fee of \$1.00 per year of the Term payable on demand.

5. Duration of Outdoor Movies

The Licensee covenants and agrees to strictly limit the duration of the Outdoor Movies to the screening times set out in **Item 2** of the Schedule.

6. Licences, approvals and compliance with statutes

6.1 Certificate of Approval

- (1) The Licensee covenants and agrees to apply for and obtain a Certificate of Approval under the *Health (Public Building) Regulations 1992* for the Outdoor Movies (the **Certificate of Approval**).
- (2) The Town will not refuse to issue the Certificate of Approval if the Licensee has complied with all necessary requirements:
 - (a) at law;
 - (b) of the Town; and
 - (c) of any other party whose consent or approval is required under the terms of this Licence.
- (3) The Licensee will ensure that the number of people attending the Outdoor Movies does not at any time exceed the maximum accommodation numbers specified in the Certificate of Approval.

6.2 Compliance with Statutes

The Licensee covenants and agrees to:

- (a) strictly comply with the requirements of the *Environmental Protection (Noise) Regulations 1997*;
- (b) strictly comply with the *Food Act 2008* for all food businesses on the Licensed Area;
- (c) comply promptly with all statutes, regulation and local laws from time to time in force relating to the use of the Licensed Area by the Licensee or the staging of the Outdoor Movies and ancillary activities thereto;
- (d) apply for, obtain and maintain in force all consents, approval, authorities, licences and permits relating to use of the Licensed Area by the Licensee or the staging of the Outdoor Movies and ancillary activities thereto;
- (e) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays relating to the use of the Licensed Area or staging of the Outdoor Movies and ancillary activities; and
- (f) comply promptly with all orders, notices, requisitions or directions of the to the use of the Licensed Area or staging of the Outdoor Movies and ancillary activities thereto.

6.3 Indemnity if Licensee Fails to Comply

The Licensee indemnifies the Town and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in this clause; and
- (b) any claims, demands, costs or other payments of or incidental to any of the matters specified in this clause.

6.4 Provision of Certificates

The Licensee covenants and agrees to provide to the Town's Manager of Development Services prior to the commencement of each Outdoor Movie Season:

- (a) a practising Structural Engineers' Certificate of Compliance for all temporary structures; and
- (b) a Certificate of Electrical Compliance in the form of Form 5 - Schedule 2 of the *Health (Public Building) Regulations 1992* and a separate Electrical Compliance Certificate for:
 - (i) the kiosk to be erected on the Licensed Area; and
 - (ii) all other ground electrical work inclusive of lighting towers and electrical cabling put in place for the Outdoor Movies.

6.5 Noise Levels

The Licensee agrees that noise levels must be in accordance with **Item 5** of the Schedule.

6.6 Liquor Licensing

- (1) The Licensee must apply for and obtain an appropriate liquor licence if it intends to sell alcohol at the Outdoor Movies or from the Licensed Area.
- (2) The Licensee acknowledges the Town will not support an application for a liquor licence which seeks to allow the serving and consumption of alcoholic drinks after 10.30pm.
- (3) The liquor licence must be produced for verification to the Town's Manager Development Services by the time specified in **Item 6** of the Schedule, subject to it being issued in a timely manner by the relevant licensing authority, but no later than 1 week prior to the commencement of each Outdoor Movie Season.

6.7 Food and drink outlets

Approval for any food and drink outlets in the Licensed Area shall be obtained in accordance with **Item 9** of the Schedule.

7. Insurance

7.1 Insurance

The Licensee must effect and maintain adequate public liability insurance (noting the Town's and the Licensee's respective rights and interest in the Licensed Area) for the duration of each Outdoor Movie Season:

- (a) for a sum not less than the sum set out in **Item 7** of the Schedule in respect of any one claim;
- (b) which covers the Licensee's structures; and
- (c) which is appropriate for events of the nature of the Outdoor Movies.

7.2 Details and Receipts

In respect of the insurance required by this clause the Licensee must:

- (a) promptly pay all premiums and produce to the Town each certificate of currency and each receipt for premiums paid; and
- (b) notify the Town immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim; or
 - (ii) any cancellation of the policy.

7.3 Not to Invalidate

The Licensee must not do or omit to do any act or thing which might render the insurance required by this clause void or voidable.

8. Indemnity

8.1 Indemnity

- (1) The Licensee agrees to indemnify the Town, the State of Western Australia and the Minister for Lands and its agents from and against all claims, demands, writs, actions and suits of any kind which may be brought or made against the Town, the State of Western Australia or the Minister for Lands and its agents as a result of, or anyway related to, the Licensee's use of the Licensed Area.
- (2) The Parties agree that nothing in this clause shall require the Licensee to indemnify the Town, its officers, servants, or agents, the State of Western Australia and/or the Minister for Lands and its agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Town, or its servants, agents, contractors or invitees, the State of Western Australia, or the Minister for Lands and its agents.

8.2 Indemnity Unaffected by Insurance

The Licensee's obligation to indemnify the Town, the State of Western Australia and the Minister for Lands and its agents under this Licence or at law is not affected by the Licensee's obligation to insure under **clause 7** or at law and the indemnity under this clause is paramount.

8.3 Receipt of Insurance Money

If insurance money is received by the Town for any of the obligations set out in this clause, then the Licensee's obligations under this clause will be reduced by the extent of such payment.

8.4 Indemnity for Costs

The Licensee indemnifies the Town, the State of Western Australia and the Minister for Lands and its agents against any claims or demands for all costs, on a solicitor client basis, incurred by the Town, the State of Western Australia and the Minister for Lands and its agents by reason of any claim in relation to any matters set out in this clause.

9. Use

9.1 Restrictions on Use

The Licensee must not suffer or permit a person to:

- (a) (i) use the Licensed Area or any part of it for any purpose other than for the purposes set out at **clause 2** of this Licence; or
- (ii) use the Licensed Area for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (b) do or carry out on the Licensed Area any harmful, offensive or illegal act, matter or thing.

10. Layout and Construction

10.1 Layout & Construction

The Licensee must obtain approval from the Town for:

- (a) the Site layout, including locations for Projection screen, Bio Box (being the area from which the projection, lighting and sound are controlled) and kiosk; and
- (b) details of the screen and its construction,

in accordance with the requirements set out in **Item 3** of the Schedule.

10.2 No alterations

Other than alterations approved by the Town pursuant to **clause 10.1**, the Licensee must not:

- (a) make or cause, suffer or permit to be placed upon the Licensed Area or part thereof any improvements or buildings other than specified under the terms of this Licence, or existing with the Town's consent prior to this Licence; or
- (b) carry out any modifications to the Licensed Area or part thereof unless such modification has the prior written approval of the Town and all necessary approvals, licences and permits have been obtained.

11. Town's Obligations

The Town covenants and agrees to:

- (a) provide access to toilets, power and water, at no cost to the Licensee for the Outdoor Movie Seasons for the Term;
- (b) clean the Licensed Area, surrounds and toilets, and provide waste management services at no cost to the Licensee; and
- (c) irrigate, maintain, and mow the Licensed Area and care for the Licensed Area surrounds, including removing rubbish between movie screenings.

12. Noise

12.1 Noise Levels

- (1) Noise levels at all times during the Term of this Licence, including without limitation during the Outdoor Movies, must not exceed the levels specified in *the Environmental Protection (Noise) Regulations 1997*.
- (2) Penalties in respect of a breach of this clause are set out in **Item 4** of the Schedule.

12.2 Liaison Person

- (1) The Licensee must appoint a liaison person (to be approved by the Town) to be responsible for noise control.
- (2) Such liaison person must have appropriate authority to deal with any matter in connection with noise levels and must be contactable immediately at all times during the Term of this Licence, including without limitation during the Outdoor Movies screenings.

12.3 Noise Monitoring

- (1) The Town may arrange for authorised personnel to monitor the Outdoor Movies noise.
- (2) The Licensee must provide to the Town's satisfaction a system of communication via mobile phone to enable immediate contact by Town officers and/or authorised personnel with the operator.

13. Security arrangements

The Licensee must:

- (a) provide details of the security firm or firms to be engaged; and
- (b) provide evidence to the Town's satisfaction that the security firm or firms are duly licensed under State Acts for the provision of such services.

14. Emergency Services

14.1 Notify Authorities

The Licensee shall notify the police, Department of Fire and Emergency Services and St John Ambulance at least 14 days in advance from the commencement of the season as specified in the definition of 'Outdoor Movie Season' in clause 1.1 of this Lease.

14.2 Fire Fighting Equipment

Fire fighting apparatus must be supplied by the Licensee:

- (a) for buildings in accordance with the Building Code of Australia; and
- (b) as specified in Conditional Approval issued by Health Services.

14.3 Provision of Information to Town

Details of arrangements for the provision of fire fighting apparatus must be supplied to the Town at least one week prior to the commencement of each Outdoor Movie Season.

15. Public Transport

The Licensee must encourage the use of public transport by patrons.

16. Licensee to advertise

- (1) The Licensee may advertise the Outdoor Movies, but all advertising signage shall first be approved by the Town in writing.
- (2) The Town shall not unreasonably withhold any approval required by **clause 16(1)**, and shall advise the Licensee of the outcome of any request for approval under **clause 16(1)** within ten (10) working days of receipt of the request.

17. Access by Town

Town officers shall have full and unrestricted access to the Licensed Area for:

- (a) monitoring sound levels;
- (b) inspecting food and drink outlets;
- (c) inspecting other facilities;
- (d) pre-inspection of Licensed Area with the Licensee as outlined in **clause 23.1**; and
- (e) post-inspection of the Licensed Area as outlined in **clause 23.2**.

18. Water taps

The Town shall provide water taps in accordance with previous arrangements agreed by the Town and the Licensee. The Licensee shall provide all hoses required.

19. Exits

- (1) All exits from the Licensed Area shall be kept clear at all times during the Term of this Licence.
- (2) All paths of travel to exits and aisles shall be kept clear of obstruction and electrical apparatus at all times.
- (3) All exit signs shall be clearly visible.

20. Customer Feedback Service

The Town will provide a customer feedback service for persons who wish to provide feedback on the activities associated with the Outdoor Movies.

21. Rubbish removal

The Licensee shall undertake rubbish removal as stipulated in **Item 8** of the Schedule.

22. Yield up and Restore Licensed Area

- (1) At the expiry of each Outdoor Movie Season the Licensee must:
 - (a) peacefully surrender and yield up to the Town the Licensed Area in a condition consistent with the condition of the Licensed Area at the commencement of the relevant Outdoor Movie Season, including without limitation the dismantling and removal of all structures erected on the Licensed Area by the Licensee; and
 - (b) if applicable, surrender to the Town all keys and security access devices and combination for locks providing an access to or within the Licensed Area held by the Licensee whether or not provided by the Town.
- (2) The Licensee's obligation under this clause will survive termination of this Licence.

23. Inspection of Licensed Area

23.1 Pre-Inspection

A pre-inspection of the Licensed Area, including its grounds and facilities will be carried out by representatives of the Licensee and the Town prior to the commencement of each Outdoor Movie Season.

23.2 Post-Outdoor Movies Inspection

A further inspection of the Licensed Area including its grounds and facilities will be carried out by representatives of the Licensee and Town Officers at the conclusion of each Outdoor Movie Season.

23.3 Purpose of Inspections

The inspections referred to in **clauses 23.1** and **23.2** are to be undertaken for the purpose of ascertaining compliance by the Licensee with its obligations under this Licence and remedial works needed to be undertaken by the Town pre and post inspection.

24. Termination for Breach

If the Licensee breaches any provision of this Licence, which breach is in the reasonable opinion of the Town a significant breach, the Town may immediately terminate this Licence without penalty and without prejudice to any other remedy it may have against the Licensee.

25. No warranty by Town

- (1) The Town does not give any warranty and the Licensee hereby acknowledges that no promise, representation or warranty assurance or undertaking has been given by or on behalf of the Town as to the suitability of the Licensed Area for the use to which the Licensee seeks to carry out thereon, nor in respect of the grant or refusal by any authority of any approval required in order to conduct the Outdoor Movies.

- (2) The Licensee accepts the Licensed Area for the Term of this Licence with full knowledge of and subject to the state and condition thereof and shall have or take no action pursuant to any claim or demand against the Town in respect of the need for or refusal of any consent or any delay in or conditions attached to the grant of any consent required for the Outdoor Movies.

26. No Fetter

Notwithstanding any other provision of this Licence, the Licensee acknowledges that the Town is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Town may be obliged to determine an application for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Town shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Town in performing its statutory obligations or exercising any discretion.

27. Further Term

If at the date of expiration of the Term:

- (a) there is no outstanding breach of this Licence by the Licensee; and
- (b) the Licensee has given notice to the Licensor of its intention to extend the Licence for the Further Term, no more than six (6) months and no less than one (1) month, prior to expiration of the Term,

the Licensor may in its discretion grant to the Licensee a further licence of the Licensed Area for the Further Term specified in **Item 1** of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this **clause 27**.

28. Special Clauses

The Parties must comply with the terms of the Special Clauses in **Item 10** of the Schedule.

29. GST

Where applicable, payments made by the Licensee to the Town, as specified in the Schedule, are inclusive of goods and services tax, where applicable.

30. Schedule

The Schedule forms a part of this Licence and has effect according to its terms.

31. Governing Law

This Licence is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

32. Land Administration Act 1997

This Licence is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*, a copy of which is annexed to this Licence as **Annexure 2**.

Schedule

Item 1 Term & Further Term

Term

The two Outdoor Movie Seasons in the period commencing on 25 November 2021 and expiring on 25 April 2023.

Further Term

The Outdoor Movie Season commencing 23 November 2023 and expiring on 6 April 2024.

Item 2 Screening Times

During the Outdoor Movie Season, Wednesdays to Sunday, between the hours of 6.30pm and 10.30pm, unless otherwise agreed by the Town in writing.

Item 3 Application Forms

Application to Construct, Extend or Alter a Public Building

The Licensee must submit an Application to Construct, Extend or Alter a Public Building accompanied with details of the event, event layout, contact details, stages, structures, food traders, and any other details required by Development Services.

The completed Application Form and further details shall be received by Development Services by 1 November prior to the commencement of each Outdoor Movie Season, together with the prescribed fee of \$250.00 (as amended from time to time).

An Application to Sell Food

An Application to Sell Food must be completed and submitted to Development Services. Applications shall be received at least 7 days prior to proposed trading, accompanied with the Application Fee of \$50 per application (as amended from time to time) and the required trading fee.

Item 4 Breach of Noise Limits

In the event that during the Outdoor Movies the Licensee or a representative of the Licensee apparently with control over amplified noise levels, is directed by an Authorised Officer or Inspector under the *Environmental Protection Act 1986* to lower the amplified noise level, and that direction is not immediately complied with, the Town may impose penalties on the Licensee in accordance with the table below:

Table

1 st failure to comply with a direction:	\$250
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2nd and subsequent failure to comply with a direction

\$500

In the event of a fifth failure to comply with a direction, the Town may immediately terminate this Licence.

Item 5 Noise Levels

Noise levels at all times must comply with the assigned levels stipulated in the *Environmental Protection (Noise) Regulations 1997*.

Item 6 Time of provision of certificates

Unless otherwise specified in this Licence, by 1 November prior to the commencement of each Outdoor Movie Season.

Should the Licence require any section 39 certificates, written application is required to be made to Development Services with the prescribed fee of \$54.00 (as amended from time to time) per application. Applications for section 39 Certificates are to be submitted to Development Services by 1 November prior to the commencement of each Outdoor Movie Season.

Item 7 Public liability insurance

Public Liability Insurance to the value of \$20 million (\$20,000,000) is required to be held by the Licensee. A certificate of Currency must be provided to the satisfaction of the Town.

Item 8 Rubbish removal

Places which must be cleared of rubbish by the Licensee are:

- (a) Inside the venue on screening nights;
- (b) Immediate surroundings of the venue on screening nights.

Item 9 Food and drink outlets

Persons wishing to provide food and drink outlets must make written application to Development Services for approval to sell food within the Town of Bassendean. The completed application forms must be submitted by 1 November prior to the commencement of each Outdoor Movie Season.

Any applications received after this date may not be approved. Only approved applicants may trade at the Outdoor Movies. The Licensee shall remove any food traders that have not been approved.

Item 10 Special clauses

Noise Management

All Outdoor Movies noise must immediately cease at 10.30pm.

The Licensee shall additionally submit a Noise Management Plan to the Town for approval no less than two months prior to commencement of the Term. The Town may require modifications or amendments to the Noise Management Plan. The Licensee shall comply with the Noise Management Plan as approved by the Town.

Abnormal Events

The finishing time specified within this Licence may be extended, provided that:

- (a) it is not reasonable and practicable to comply with the finishing time because an abnormal event occurs during the Outdoor Movies; and
- (b) an authorised person from the Town is advised of the abnormal event as soon as is practicable after the abnormal event occurs and provides approval for a time extension.

Note: An “abnormal event” means an unexpected incident, resulting in a substantial disruption to the Outdoor Movies, the occurrence of which is beyond the immediate control of Movies by Burswood (such as an accident or emergency, a breakdown of essential plant or equipment, or any other incident identified as a safety concern in the Risk Management Plan for the Outdoor Movies).

Lighting

Ground lighting must be provided inside the venue to assist with the safety of Outdoor Movies patrons.

Entrance lighting must be provided to assist with patron entry and exit.

Aesthetic Improvements

The Licensee shall undertake the following mandatory aesthetic improvements to the presentation of the temporary outdoor movie structure:

As agreed between both parties where feasible, that:

- (a) festoon lighting will be installed within the cinema venue;
- (b) printed shade cloth displaying both the community cinemas logo and the Town of Bassendean logo to be wrapped around the perimeter fence of the cinema venue; and
- (c) a community art installation be conducted within the cinema venue.

Non Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Licence Agreement without first obtaining that Party's consent.

General Conduct

In general, the Parties agree to adhere to the following principles of conduct:

- (a) act with reasonable care and diligence;
- (b) act with honesty and integrity;
- (c) act lawfully;
- (d) base decisions on relevant and factually correct information;
- (e) treat others with respect and fairness;
- (f) not make any comments to the print or electronic media, including social media platforms on behalf of one another, other than for the purpose of promoting the designated market through suitable media channels; and
- (g) maintain good working relationships with the community and other stakeholders.

Publications and Publicity

The Licensee is to acknowledge the Town of Bassendean in all communications and promotions relating to the Outdoor Movies.

Signing page

EXECUTED

day of

2021

The Common Seal of the Town of Bassendean was hereunto affixed in the presence of:

Signature of Chief Executive Officer

Full Name of Chief Executive Officer

Signature of Mayor

Full Name of Mayor

THE COMMON SEAL of Movies by Burswood Inc was affixed pursuant to the constitution of Movies by Burswood Inc in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in Movies by Burswood Inc indicated under his or her name -

Office Holder Sign

Office Holder Sign

Office held

Office held

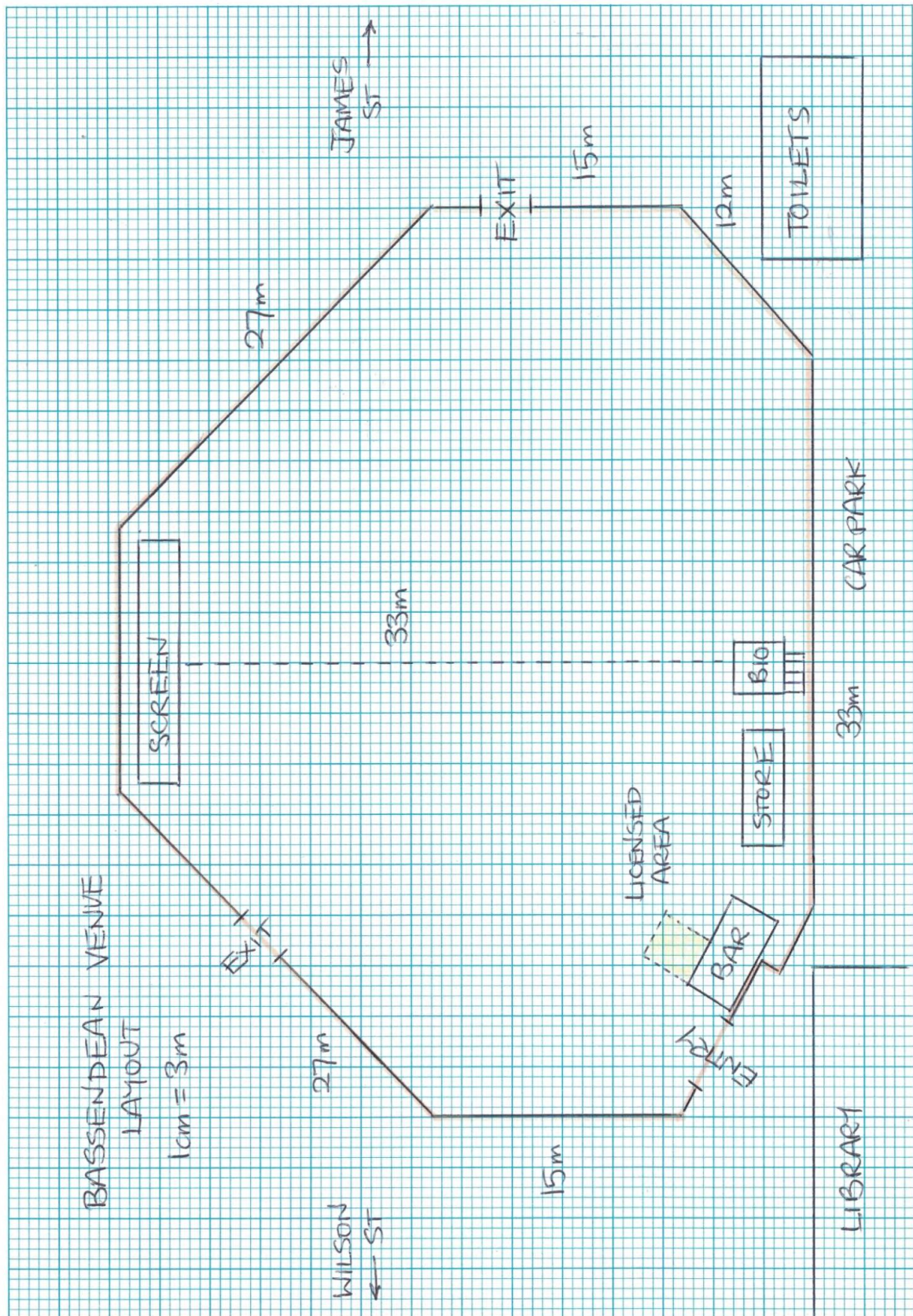
Full name

Full name

Address

Address

Annexure 1 – Licensed Area



Annexure 2 – Consent of the Minister for Lands

ATTACHMENT NO. 2

DRAFT

Recovery of Sundry Debts Policy

Policy Objective

The Town of Bassendean aims to ensure that all payments due to the Town are received by the due date for payment and, through close monitoring of aged accounts, to reduce the likelihood of sundry debts becoming unrecoverable. Sometimes, however, sundry debts to the Town remain outstanding after the due date for payment.

The purpose of this policy is to provide a clear, accountable, and transparent process for the Town's sundry debt management and collection practices and ensure consistency for all sundry debt recovery.

Policy Scope

This policy applies to all debts due to the Town except debts in respect of rates and service charges.

Definitions

In this policy unless the contrary intention appears:

Debtor – means an individual, organisation or other party that transacts with the Town where goods or services are provided, use of facilities are made available, fines and licence fees are levied or any other transaction that results in an expected future payment to the Town.

Financial Hardship – A person will be considered to be in financial hardship if paying their rates, service charges or sundry debts due to the Town will affect their ability to meet their basic living needs.

Payment Agreement – means an arrangement whereby the debtor pays amounts over a period, agreed to by the Town, to pay the total amount outstanding. A payment agreement would normally require payments to be made by direct debit and be structured to clear the debt due to the Town within a period of 12 months.

Sundry Debt – means any debt due to the Town other than rates or service charges.

Policy Statement

1. Debt Recovery

- (a) Sundry debts not received by the due date shall be recovered in accordance with this Policy and any relevant legislation.
- (b) Where the Town has not entered into a payment agreement with the debtor, the Town will adopt the following process to recover outstanding sundry debts due to the Town:
 - i. Issue an invoice to the debtor;
 - ii. If payment has not been received within thirty (30) days of the invoice date, issue a Reminder Notice to the debtor requesting payment within fourteen (14) days;
 - iii. If payment has not been received by the due date shown on the Reminder Notice, attempt to contact the debtor by other means, including telephone and email, regarding payment of the debt;
 - iv. Where contact was not possible or did not result in payment of the debt or the Town entering into a payment agreement with the debtor, issue a Final Notice to the debtor requiring payment within fourteen (14) days;
 - v. If payment has not been received by the due date shown on the Final Notice, issue a "Notice of Intention to Claim" demanding immediate payment; and
 - vi. The Town may lodge a Minor Case Claim (where the debt is less than \$10,000) or a General Procedure Claim (where the debt is \$10,000 or more) with the Magistrates Court. Should the debtor not respond within the timeframes established by the Court, default judgment may be requested. Where a General Procedure Claim has been lodged and default judgement requested and granted, a Property Seizure and Sale Order (PSSO) may be lodged. The PSSO authorises the Bailiff to seize and sell as much of the debtor's real or personal property as necessary to satisfy the debt wholly.

The Town may engage a debt collection agency and/or legal representative to act on its behalf in taking debt recovery action.

2. Payment Agreement

Debtors who are unable to pay outstanding debts by the due date may apply in writing to the Town to enter into a payment agreement to make periodical payments. The payment agreement will generally be structured to clear the outstanding debt within twelve (12) months and require payments to be made by direct debit.

Where the debtor fails to adhere to a payment agreement and has not contacted the Town to discuss the payment agreement or negotiate an amended payment agreement, the Town may commence debt recovery in accordance with this Policy. Where legal action had commenced, but had been suspended due to the debtor entering into a payment agreement, the legal action may be reactivated.

The Town may decline to enter into a payment agreement with a debtor and may restrict access to Town services that may give rise to further debt.

The Manager Finance may enter into payment agreements with debtors for the Town where the payment agreement will result in payment of the outstanding debt within twelve (12) months. Payment agreements outside of these terms will be at the discretion of the Director Corporate Services.

Interest will continue to be payable on outstanding debts that are subject to a payment agreement with the Town, at the rate determined by Council.

3 Financial Hardship

Where a debtor is experiencing financial hardship and is unable to enter into a payment agreement to pay the outstanding debt within twelve (12) months, application can be made for financial hardship support under the Town's Financial Hardship Policy.

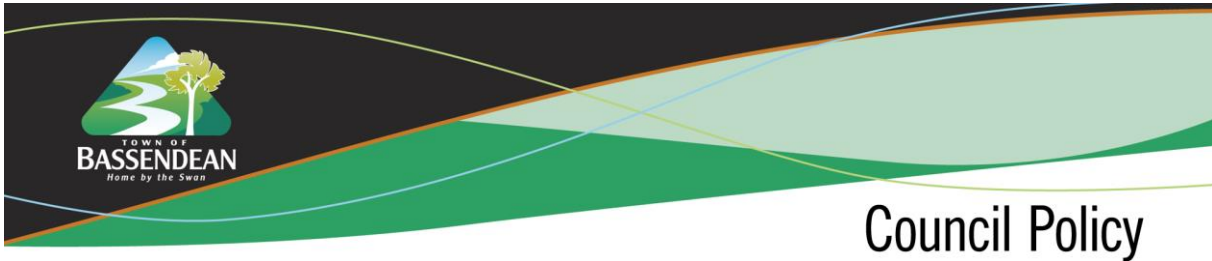
3. Provision of Doubtful Debts

Aged debts will be reviewed regularly and accounted for in accordance with the relevant Australian Accounting Standard, AASB 9 Financial Instruments that deals with provisions for doubtful debts.

4. Write-Off of Bad Debts

Section 6.12(c) of the *Local Government Act 1995* provides that a Local Government may write off any amount of money.

The CEO or delegate may write off debts in accordance with any delegation by Council.



Council Policy

Where the proposed debt write-off is not within the delegated authority of the CEO or delegate, a report will be prepared for Council with recommendations for Council to write off debts owed to the Town. Such recommendations will be made when the Town has exhausted reasonable attempts at recovery commensurate with the size of the debt.

5. Financial/Budget Implications

Debt recovery costs incurred by the Town will be passed on to the debtor wherever possible.

Legislation

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

<p>Policy Type: Strategic Policy</p> <p>Link to Strategic Community Plan: Leadership and Governance</p>	<p>Responsible Officer: Director Corporate Services</p> <p>First Adopted: 26 May 2020 OCM – 15/5/2020</p> <p>Last Reviewed: 22 June 2021</p> <p>Version: 2</p> <p>Next Review due by: 30 September 2023</p>
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ATTACHMENT NO. 3

Purchasing Policy

1. OBJECTIVE

The objectives of this Policy are to:

- (a) Align procurement at the Town of Bassendean with the strategic and operational objectives of Council, consistent with Council's priorities to support the local economy and environmentally sustainable outcomes, while providing value for money; and
- (b) Ensure procurement at the Town is conducted in compliance with applicable legislation, regulation, standards and policy.

2. SCOPE

The Policy applies to all Town officers undertaking procurement on behalf of the Town.

3. POLICY STATEMENT

The Town is committed to best practice in the procurement of goods and services that align with the principles of transparency, probity and good governance and complies with the *Local Government Act 1995* and Part 4 of the *Local Government (Functions and General) Regulations 1996*.

4. POLICY DETAILS

4.1 Ethics & Integrity

All officers of the Town are to observe the highest standards of ethics, honesty, fairness and integrity when undertaking purchasing activities and act in an honest, fair and professional manner consistent with the Town's values. Ethical behaviour includes avoiding conflicts of interest and disclosing any actual or perceived conflict of interest.

The Town's Code of Conduct details the behavioural expectations of Town Officers.

4.2 Value for Money

Value for money is the overarching principle guiding all procurement activities. Value for money does not mean accepting the lowest quote. Value for money is achieved through the critical assessment of price, risk, safety and quality standards, financial viability of suppliers, timeliness, past contractor performance, specified qualitative criteria, as well as environmental sustainability, social and local outcomes to determine the best value for the Town.

4.3 Procurement Risk

The Town will effectively manage risk in procuring goods and services from external contractors and suppliers to achieve the best procurement outcomes in accordance with this Policy. The Town may engage an independent Probity Auditor for projects assessed as presenting high reputational, financial or community risk.

The Town's Procurement Manual provides a best practice procurement resource for each stage of the procurement process and must be followed for all procurement activity within the Town.

4.4 Purchasing Thresholds and Practices

4.4.1 Defining the Purchasing Value

The Town will apply the following principles to assess and determine purchasing values to ensure appropriate purchasing practice and threshold management for all purchasing activities:

- (a) Exclude Goods and Services Tax (GST);
- (b) Use the estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations;
- (c) If a purchasing threshold is expected to be reached within three years for a particular supplier, the higher threshold is to be used to determine the purchasing requirements;
- (d) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements; and
- (e) Requirements must not be split to avoid purchasing or tendering thresholds.

The calculated estimated purchasing value will determine the applicable threshold and purchasing practice.

4.4.2 Purchasing Thresholds

The purchasing value determines the applicable purchasing threshold and the sourcing requirements, as specified in the following table:

Purchase Value Threshold (<i>ex GST</i>)	Sourcing Requirement
Up to \$2,000	Obtain at least One (1) verbal quotation from a suitable supplier.
From \$2,001 and up to \$5,000	Obtain at least one (1) written quotation from a suitable supplier. A record of the purchasing decision must be kept in accordance with the Town's Record Keeping Plan.

Purchase Value Threshold (<i>ex GST</i>)	Sourcing Requirement
From \$5,001 and up to \$100,000	<p>Seek at least three (3) written quotations (including through an electronic procurement portal or email) from suitable suppliers using the applicable RFQ documentation specified in the Town's Procurement Manual.</p> <p>The purchasing decision is to be based upon assessment of the suppliers' responses to:</p> <ul style="list-style-type: none"> • The specified requirement for the goods or services required; and • Value for money criteria. <p>Quotations received are subject to relevant evaluation, review and approvals using the documentation specified in the Town's Procurement Manual.</p> <p>A record of the purchasing decision must be kept in accordance with the Town's Record Keeping Plan.</p>
From \$100,001 and up to \$250,000	<p>Request For Quotation (RFQ).</p> <ul style="list-style-type: none"> • Conduct an RFQ process in accordance with this Policy and the Town's Procurement Manual by seeking at least three (3) written quotations from suitable suppliers using the applicable RFQ documentation specified in the Town's Procurement Manual. • The RFQ must be sought from either: <ul style="list-style-type: none"> ○ Open market; ○ WALGA Preferred Supplier Arrangement; ○ WA Disability Enterprise or an Aboriginal owned business. • The RFQ processes must be conducted by the Town's Procurement Unit and is subject to formal evaluation, review and approvals.
Over \$250,000	<p>Request for Tender (RFT)</p> <ul style="list-style-type: none"> • Conduct a public RFT process in accordance with Part 4 of the Local Government (Functions and General) Regulations 1996, this Policy and the Town's Procurement Manual by seeking a

Purchase Value Threshold (<i>ex GST</i>)	Sourcing Requirement
	<p>sufficient number of quotes from suitable suppliers to ensure a competitive field.</p> <ul style="list-style-type: none"> • The RFT must be sought from either: <ul style="list-style-type: none"> ○ Open market; ○ WALGA Preferred Supplier Arrangement; ○ WA Disability Enterprise or an Aboriginal owned business. <p>The RFT processes must be conducted by the Town's Procurement Unit and is subject to formal evaluation, review and approvals.</p>

4.5 Inviting Tenders Though not Required to do so

The Town may decide to invite a Public Tender, despite the estimated purchase value being less than the prescribed tender threshold, where it considers a public tender process will provide better value for money, in accordance with clause 4.2 of this Policy. In such cases, the tender process must comply with the legislative requirements and the Town's Procurement Manual.

4.6 Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier, may be approved where the:

- (a) Purchasing value is estimated to be over \$5,000 and less than ~~\$250,000~~ **\$50,000**;
- (b) Purchasing requirement has been documented in a detailed specification;
- (c) Specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- (d) Market testing process and outcomes of supplier assessments are documented, including the rationale for the supply being considered unique and why the goods or services cannot be sourced through more than one potential supplier.

The CEO may approve a sole supplier arrangement for purchases of up to ~~\$250,000~~ **\$50,000** and a Director may approve a sole supplier arrangement for purchases up to ~~\$100,000~~. A sole supplier arrangement may be approved for a maximum period of one (1) year. For any continuing purchasing requirement, the approval must be re-

assessed before expiry to evidence that only one potential supplier still genuinely exists.

4.7 Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process where one or more of the following criteria apply:

- (a) An inability to sufficiently scope or specify the requirement;
- (b) Significant variability for how the requirement may be met;
- (c) Potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- (d) Significant creative element; or
- (e) A procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

The EOI process is to be conducted in line with an RFT process and similar rules apply. An RFT should follow an EOI process, with those shortlisted under the EOI invited to participate.

4.8 Emergency Purchases

An emergency purchase is exempt from the purchasing thresholds and practices specified in this Policy.

An emergency purchase is defined as an unanticipated and unbudgeted purchase, which is required to respond to an emergency. An emergency purchase does not include a purchase that was not planned for due to time constraints.

The Town must make every effort to anticipate required purchases in advance and to allow sufficient time to apply the other clauses of this Policy.

Purchases or contracts entered in to under an emergency must be limited in scope to that which is necessary only to deal with the emergency. Once the immediacy of the emergency has passed, an appropriate procurement process must be undertaken for replacement or reinstatement works.

The CEO shall approve an emergency purchase.

4.9 Anti-Avoidance

The Town will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a public tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

4.10 Procurement Governance

The Procurement Unit will manage all RFQ and RFT processes and will exercise governance and oversight over the Town's other procurement activities, including threshold compliance, sole supplier application, procurement probity, audit and reporting requirements.

4.11 Purchasing Procedures

The procurement of goods and services must comply with the purchasing procedures specified in the Procurement Manual.

5. SUSTAINABLE PROCUREMENT

The Town is committed to sustainable procurement practices that favour suppliers that demonstrate environmentally sustainable business practices and social outcomes, and businesses that provide local economic benefits.

The Town will give effect to this commitment by, wherever appropriate, designing quotations and tenders that incorporate a qualitative criterion for sustainable procurement with a percentage allocation, to provide an advantage to suppliers of goods and services that demonstrate commitment to these desired environmental, social and local economic outcomes.

Where a qualitative criterion for sustainable procurement has been included as part of an RFQ or RFT process, a price tolerance will be applied during price evaluation to suppliers of goods and services that demonstrate the highest evaluation for that criterion. The price tolerance will be up to ten (10) per cent for an RFQ and up to five (5) per cent for an RFT.

5.1 Environmentally Sustainable Procurement

The Town recognises the need to protect the environment. Priority Area Two in the Town's 2020-2030 Strategic Community Plan (SCP) is Leading Environmental Sustainability.

When procuring goods and services, the Town will support businesses that demonstrate environmentally sustainable practices in its overall assessment of value for money.

The Town's procurement of goods and services will be in compliance with the objectives and spirit of Council's Single Use Plastics and Balloons Policy.

5.2 Social Outcomes

The Town recognises the importance of social and community outcomes. Priority Area One in the Town's SCP is Strengthening and Connecting Our Community. This includes creating a resilient and adaptable community and treating people equitably with access to programs and services, regardless of advantage or ability.

When procuring goods and services, the Town will support businesses that provide positive social and community outcomes in its overall assessment of value for money.

5.2.1 Aboriginal Businesses

The Town is not required to publicly invite tenders if the goods or services are supplied by a Noongar business registered with the Noongar Chamber of Commerce and Industry, where consideration under the contract is \$250,000 or less.

The Town is not required to publicly invite tenders (pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*), if the goods or services are supplied by an entity on the WA Aboriginal Business Directory, published by the WA Chamber of Commerce and Industry, or an entity approved by the Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where consideration under the contract is \$250,000 or less.

Where possible, Aboriginal businesses are to be invited to quote for the supply of goods and services under the tender threshold.

5.2.2 Australian Disability Enterprises

The Town is not required to publicly invite tenders (pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*) if the goods or services are to be supplied by an Australian Disability Enterprise.

Where possible, Australian Disability Enterprises are to be invited to quote for supplying goods and services under the tender threshold.

5.3 Local Economic Benefit

The Town recognises the economic benefits local business and local employment brings to the community and is committed, through its SCP, to supporting the local economy. The Town seeks to encourage development of competitive local businesses within its boundaries. Where appropriate, the Town will seek participation of local business in its supply chain in line with the strategic objectives of the SCP.

When procuring goods and services, the Town will support businesses that provide local economic benefits, through being a local business, the use of local sub-contractors or local employees, for example.

6. RECORD KEEPING

Records of all purchasing activity, communications and transactions must be maintained as local government records, in accordance with the *State Records Act 2000 (WA)* and the Town's Records Keeping Policy,

The Town also must consider and will include in each contract for the provision of goods or services the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Town relevant to the performance of the contract.

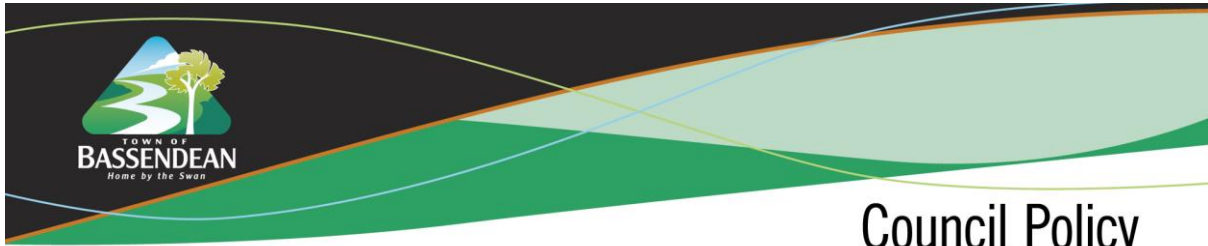
7. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under Regulation 11A of the *Local Government (Functions and General) Regulations 1996* and therefore forms part of the legislative framework in which the Local Government is required to conduct business.

Purchasing activities are subject to financial and performance audits, which examine compliance with legislative requirements and the Town's policies and procedures. Non-compliance with legislation or this Policy must be reported to the Chief Executive Officer.

Document Control box			
Document Responsibilities:			
Owner:	Chief Executive Officer	Owner Business Unit:	Office of the Chief Executive Officer
Inception Date:	December 2020 (OCM-11/12/20)	Decision Maker:	Council
Review Date:	30/06/2023	Repeal and Replace:	
Compliance Requirements:			
Legislation:	<i>Local Government Act 1995</i> <i>Local Government (Functions and General) Regulations 1996</i>		

ATTACHMENT NO. 4



Councillor ICT Policy

Policy Objective

The objectives of this policy are:

- (a) To provide elected members with an appropriate ICT allowance, pursuant to section 5.99A of the *Local Government Act 1995* and regulation 31 of the Local Government (Administration) Regulations 1996; and
- (b) To set out the additional ICT entitlements of elected members to ensure they are able to effectively fulfil their role.

Policy Scope

Town of Bassendean elected members.

Policy Statement

1. Annual ICT Allowance

- 1.1. An elected member is entitled to an annual allowance for telecommunications expenses in accordance with the annual determination of the Salaries and Allowances Tribunal. The ICT Allowance is an allowance in lieu of reimbursement of actual expenses, and will be paid quarterly in arrears.
- 1.2. The ICT Allowance covers the expenses incurred by elected members in performing a function under the express authority of the Town or in performing a function in the elected member's official capacity for:
 - mobile phone call charges and data;
 - telephone rental and call charges;
 - internet connection and service provider fees;
 - printer/scanner; and
 - print consumables.
- 1.3. The Town will pay all elected members an annual ICT allowance equal to the maximum allowance under the Determination of the Salaries and Allowances Tribunal on Local Government Chief Executive Officers and Elected Members.
- 1.4. The Town will reimburse elected members for reasonable ICT expenses incurred in excess of the allowance, on production of documentation verifying the expense.

2. Provision of ICT Equipment for Councillors

- 2.1. The Town will provide elected members with one laptop device and large screen monitor for Council business, including the electronic distribution of agendas, minutes and other Council documents, email communication and for researching information through the internet.
- 2.2. In line with the Town's commitment to sustainability and the environment, elected members will receive and view information electronically, use the Town provided laptop in lieu of paper documents for attendance at meetings, and utilise their Town email address for carrying out Councillor duties.
- 2.3. Reasonable personal use of the Town-provided laptop will be permitted, however, the device shall not be used for business or commercial purposes.
- 2.4. At their own expense, elected members may 'bring their own device', subject to it complying with the Town's cybersecurity controls, including the requirement that the operating system of the device is appropriately updated and patched, the device does not have any detected malware/malicious code installed, and is enrolled into the Town's security platform.
- 2.5. Elected members may securely access the Town's Councillor portal (once operational) and the Town's Office365 platform using personal devices with multi-factor authentication, however confidential Council documents should not be downloaded from these portals onto a non-Town of Bassendean device (such as a personal or work mobile phone).

3. Maintenance of ICT Equipment

- 3.1. The Town will provide maintenance and support for ICT equipment which has been provided to elected members, unless the need for maintenance arises from the use of software that has not been installed by or with the permission of the Town.
- 3.2. Should Town provided ICT equipment require repair or replacement, it must be returned to the Town prior to staff organising its repair/replacement.
- 3.3. The Town will not provide maintenance or support for ICT equipment that has not been supplied by the Town.

4. Replacement and Retention

- 4.1. ICT equipment provided by the Town remains the property of the Town, and will be replaced in line with the Town's ICT Equipment lifecycle.
- 4.2. An elected member leaving their position at the expiry of a full term may purchase their Town-provided laptop and/or monitor and retain it for their own use. The purchase price will be the greater of the written down book value or \$250 for the laptop, or \$100 for the monitor.

5 Software

- 5.1 Town provided laptops will be pre-installed with software required to undertake Councillor duties, including:
 - 5.1.1 Microsoft Outlook for use with Councillor Town of Bassendean email address;
 - 5.1.2 Microsoft Office suite (Word, Excel etc);

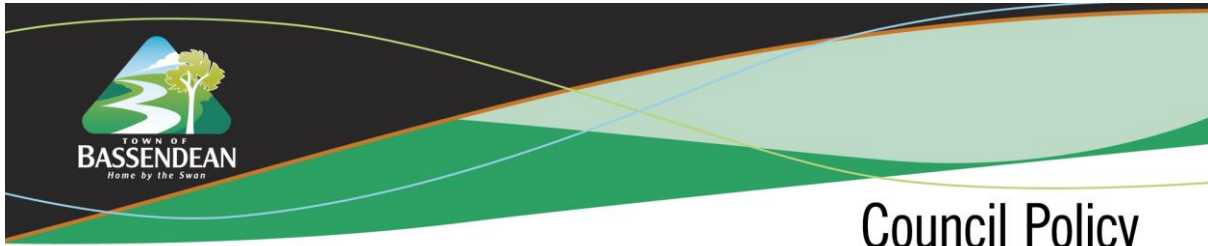
5.1.3 Anti-virus/anti-malware protection; and

5.1.4 Other software as required, such as access to a Councillor portal.

6 Information Technology Training for Councillors

6.1 Appropriate training will be provided to assist elected members in the effective and efficient use of Town provided ICT equipment and software.

Document Control box			
Document Responsibilities:			
Owner:	Chief Executive Officer	Owner Business Unit:	Office of the Chief Executive Officer
Inception Date:	September 2021 (OCM _/_/_)	Decision Maker:	Council
Review Date:	30 September 2023	Repeal and Replace:	N/A
Compliance Requirements:			
Legislation:	<i>Local Government Act 1995</i>		



Council Policy

Councillor Allowances & Expenses

Objective

To provide Council members with an appropriate level of remuneration and reimbursement of expenses to ensure that they are able to effectively fulfil their role, this policy sets out the entitlements of Councillors to receive fees, allowances and reimbursement of expenses.

The policy complies with the requirements of the Local Government Act 1995 ("the Act") and Local Government (Administration) Regulations 1996("the Regulations").

Strategy

Fees and Allowances

Mayoral Allowance

Section 5.98(1) of the Act and Administration Regulation 30

The Mayor is entitled to be paid a Mayoral Allowance in accordance with the annual determination of the Salaries and Allowances Tribunal.

The Mayoral Allowance to be paid quarterly in arrears.

Mayoral Sitting Fee

Section 5.98(5) of the Act and Administration Regulation 33

The Mayor is entitled to a Mayoral Sitting Fee in accordance with the annual determination of the Salaries and Allowances Tribunal, to be paid quarterly in arrears.

Deputy Mayor Allowance

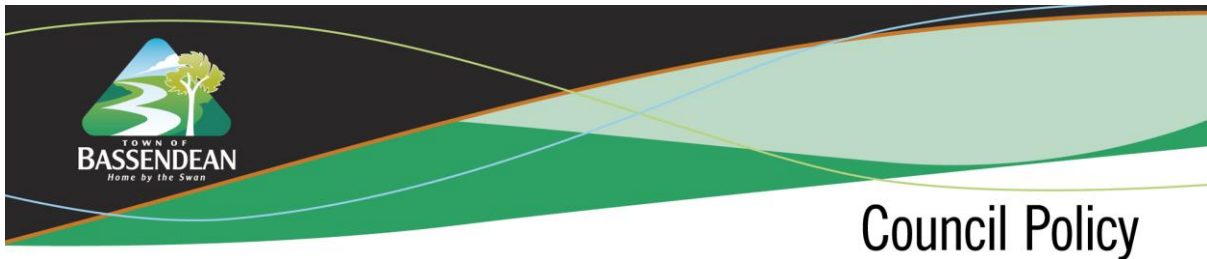
Section 5.98A of the Act and Administration Regulation 33A

The Deputy Mayor is entitled to a Deputy Mayoral allowance in accordance with the annual determination of the Salaries and Allowances Tribunal, to be paid quarterly in arrears.

Annual Fee in Lieu of Sitting Fees

Section 5.99 of the Act and Administration Regulation 34

A Councillor is entitled to an Annual Fee in Lieu of Meeting Fees in accordance with the annual determination of the Salaries and Allowances Tribunal to be paid quarterly in arrears.



Telecommunication/ Information Technology (ICT) Allowance

Section 5.99A of the Act and Administration Regulation 31

A Councillor is entitled to an annual allowance in lieu of reimbursement of telecommunications expenses of in accordance with the annual determination of the Salaries and Allowances Tribunal, to be paid quarterly in arrears.

The Telecommunications Allowance is an allowance in lieu of reimbursement. This Allowance covers the expenses incurred by Councillors in performing a function under the express authority of the Town or in performing a function in the Councillor's official capacity for:

- telephone rental charges;
- call charges;
- line rental;
- costs for installation of additional line (if required by the Councillor); and,
- service charges.

Information Technology for Councillors

On request the Town of Bassendean provides Councillors with appropriate information technology to enable the distribution of Agendas and Minutes by electronic means, for email communication and for seeking information through the internet.

The equipment will remain the property of the Town of Bassendean and will be maintained by the Town. Councillors must not install software that is not the property of the Town of Bassendean.

Information Technology Training for Councillors

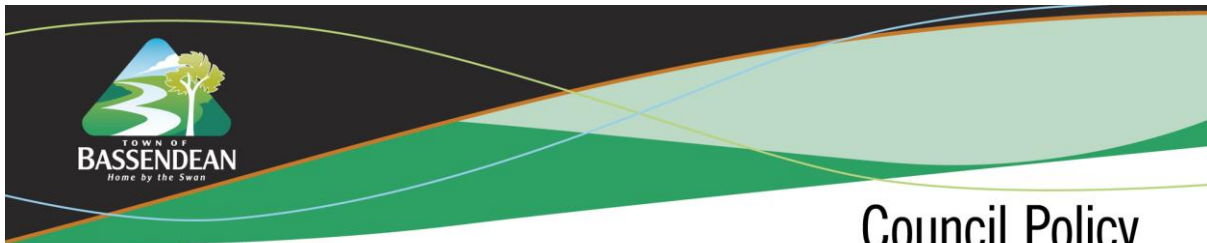
Appropriate training will be provided to Councillors to assist them in the effective and efficient use of the equipment and other information technology so that they may fulfil their role at Council and Committee meetings utilising the software provided.

Any Councillor leaving their position with Council shall return, within ten working days any computing equipment provided by the Council.

Business Cards

Each Council member will be allocated sufficient business cards. The business cards will be printed in accordance with the Town's Corporate Style. Business cards must be used for Council business only and must not be used for electioneering purposes. The Business Card may include a passport size photo.

Access to Council Chambers and Councillor Facilities



Council Policy

A Councillor will be provided with an access key and security card providing access to the Councillor's Dining area and Council Chamber as soon as possible following election to office. The access is provided for the convenience of Councillors for meeting with their constituents and other Councillors during office hours. Any loss of access key or card is to be reported to the CEO as soon as practicable.

A Councillor must return their access key and security card within 5 working days of ceasing to be a Council member.

Handling of Councillor Addressed Correspondence

The Town of Bassendean is required to comply with the State Records Act and Council's adopted Records Management Plan in relation to Councillor addressed and initiated correspondence.

Correspondence containing information about business activities of the Town in any format (e.g. by post, fax, e-mail, courier, hand-delivered) internal or external, are evidence of business activity in a court of law. Correspondence addressed to Elected Members and received at the Town Administration Offices is to be opened by designated officers, unless it is expressly marked Private, Confidential, Personal or Himself/Herself etc. If correspondence is expressly marked Private, Confidential, Personal or Himself/Herself the correspondence is to be forwarded unopened placed in a sealed envelope to the Councillor.

Reimbursement of Expenses

Reimbursement for Statutory Child Care Expenses

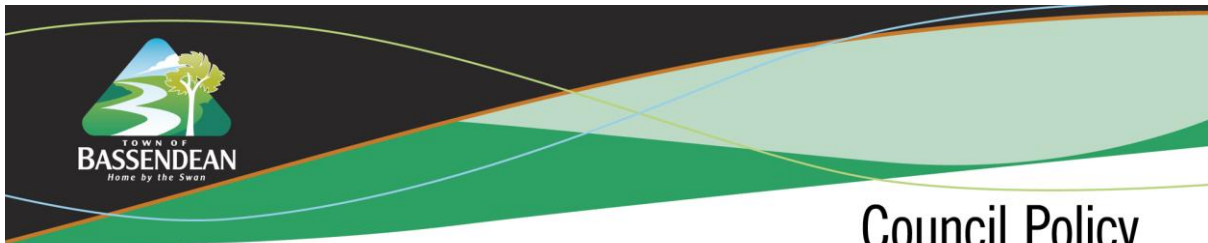
Section 5.98(2) of the Act and Administration Regulation 31

A Councillor has a statutory entitlement to be reimbursed for childcare expenses incurred by the Councillor as a result of attendance at a Council meeting, a meeting of a committee of which he or she is member or authorised training and Council related business. The Town of Bassendean will reimburse childcare expenses, verified by sufficient information, in accordance with a Councillor's statutory entitlement.

Reimbursement of Statutory Travel Expenses

Section 5.98(2) of the Act and Regulation 31

A Councillor has a statutory entitlement to be reimbursed for travel expenses incurred by the Councillor as a result of attendance at a council meeting or a meeting of a committee of which he or she is member.



Council Policy

The Town of Bassendean will reimburse travel expenses, verified by sufficient information, in accordance with a Councillor's statutory entitlement.

Reimbursement of Other Expenses

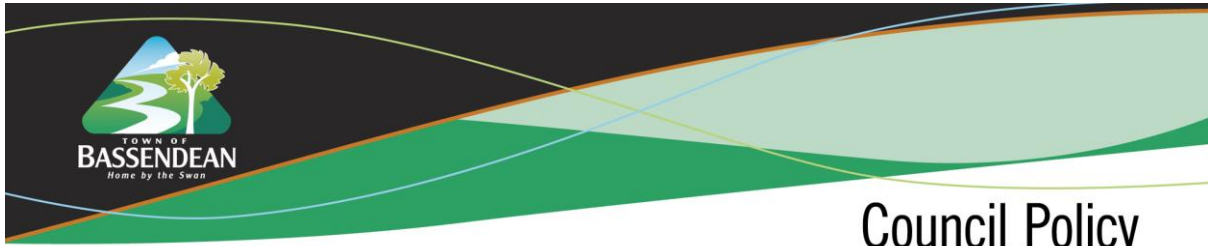
Section 5.98(3) of the Act and Regulation 32

A Councillor is to be reimbursed for the following types of expenses to the extent set for each type of expense where the expense is incurred:

- in performing a function under the express authority of the Town of Bassendean;
- by reason of being accompanied by no more than one other person while performing an official function where the Chief Executive Officer considers it to be appropriate; or
- in performing a function in the Councillor's official capacity; and

the expense is verified by sufficient information.

TYPE OF EXPENSE	EXTENT OF REIMBURSEMENT
Travelling Expenses and Child Care Costs not Covered By Statutory Entitlement Travelling expenses and child care costs incurred by a Council member travelling to and from or attending: <ol style="list-style-type: none"> a. any conference, b. any official function that the Councillor is invited to attend in their capacity as a Councillor; c. any official function, meeting or event that the Council requests the Councillor to attend; or d. any meeting of a group or body on which the Council member is a delegate or representative. e. Any authorised training or Council related business 	The actual expense incurred.
Carer's Costs Where a Councillor personally cares for a person who has a disability, mental illness, chronic condition or who is frail aged, the costs of a replacement carer incurred by a Councillor from attending: <ol style="list-style-type: none"> a. any Council or committee meeting; b. any official function that the Councillor is invited to attend in their capacity as a Councillor; or c. any official function, meeting or event that the Council requests the Councillor to attend; 	The actual expense incurred.
SUNDRY CONFERENCE EXPENSES	The actual expense incurred
Breakfast expenses	
Lunch expenses	
Dinner expenses	
Other conference expenses not reimbursed by Council Drinks Mini-bar Non business telephone calls Dry cleaning Personal grooming	



Payment of Councillor Expenses

The Chief Executive Officer is delegated authority to approve reimbursements for actual expenses incurred upon the production of documentary substantiation of actual costs in accordance with this Policy.

Application

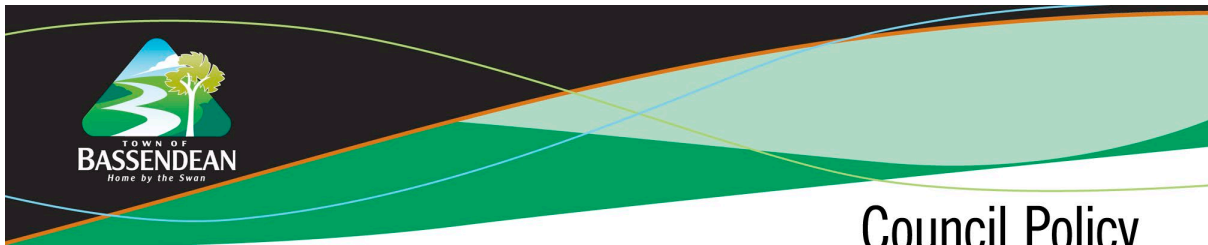
Responsibility for the implementation of this policy rest with the Mayor, Councillors and Chief Executive Officer. The Policy is to be reviewed every three years.

Policy Type: Strategic Policy	Responsible Officer: Chief Executive Officer and Director Corporate Services
Link to Strategic Community Plan: Leadership and Governance	Last Review Date: September 2017 Version 2
	Next Review due by: May 2020



Council Policy

ATTACHMENT NO. 5



Differential Rates Refund Policy

Policy Objective

This Policy ensures that land owners who develop their land within the specified period are not penalised through the imposition of differential rates. It achieves this by providing for the refunding of additional rates, levied on unimproved (vacant) land due to the imposition of differential rates, where land is satisfactorily developed.

Policy Scope

The Policy applies to all unimproved (vacant) lots within the district that attract a differential rating premium, in accordance with the adopted 2021/22 Annual Budget.

Policy Statement

Owners of unimproved (vacant) land within the district are entitled to a refund of the Differential Rates, where:

- The subject lot is developed with a Single House or some other form of residential, commercial or industrial development with an estimated value of greater than \$200,000; and
- All appropriate applications for approvals and permits, including (but not limited to) development approvals and building permits, were applied for by 30 June 2022; and
- The development has been completed in accordance with the issued approvals and permits; and.
- The application for a refund is made within 12 months of the issue of the Interim Rates Notice by the Town, following revaluation of the property by Landgate.

A refund provided under this policy will be calculated from the date of issue of the latest relevant approval to the date of the Interim Rates Notice issued by the Town.

Document Control box			
Document Responsibilities:			
Owner:	Director Corporate Services	Owner Business Unit:	Corporate Services
Inception Date:	September 2021 (OCM _/_/_)	Decision Maker:	Council
Review Date:	31 October June 2023	Repeal and Replace:	N/A
Compliance Requirements:			
Legislation:	<i>Local Government Act 1995</i>		

ATTACHMENT NO. 6

TOWN OF BASSENDEAN

MINUTES

SPECIAL MEETING OF ELECTORS

HELD IN THE COUNCIL CHAMBER, 48 OLD PERTH ROAD, BASSENDEAN

ON TUESDAY 31 AUGUST 2021 AT 7.15PM

1.0 WELCOME

The Presiding Member declared the meeting open, welcomed all those in attendance and acknowledged the past and present traditional owners and custodians of the land on which the meeting was held.

The Mayor gave an overview of the purpose of the meeting and advised that the meeting was requested by Electors through Mr Terry Blanchard, following a report considered by Council at its June 2021 Ordinary Council meeting to address parking restrictions and address issues associated with football parking and other special events at Bassendean Oval. The report was considered by Council and deferred to allow the Town administration to undertake further investigation and provide a new report within six months.

2.0 ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

Present

Councillors

Cr Renee McLennan, Mayor
Cr Kathryn Hamilton, Deputy Mayor
Cr Chris Barty
Cr Hilary MacWilliam

Officers

Ms Peta Mabbs, Chief Executive Officer
Mr Paul White, Director Corporate Services
Mr Luke Gibson, Director Community Planning
Mr Phil Adams, Exec Manager Infrastructure
Ms Donna Shaw, Manager Development & Place
Ms Elizabeth Kania, Manager Governance & Strategy
Ms Rachael Mackey, Strategic Communications Officer
Mrs Amy Holmes, Minute Secretary

Public

Approximately 18 members of the public were in attendance.

Press

Nil

Apologies

Cr Sarah Quinton
Ms Lori Saint, West Road

Not Present

Cr Jai Wilson

3.0 INTRODUCTION OF ELECTED MEMBERS AND OFFICERS PRESENT

The Mayor introduced the Councillors and Staff in attendance.

4.0 DECLARATIONS OF INTEREST

Nil.

5.0 BUSINESS

5.1 Council Agenda Item 12.6 and Associated Report

The Director Community Planning, Mr Luke Gibson, provided an overview of report item 12.6 and the associated parking restrictions around Bassendean Oval.

Council considered report item 12.6 in June 2021 to make changes to parking restrictions, generally around Bassendean Oval by replacing parking signs with yellow painted lines down one side of the road, with the exception of Devon Road, as the residents did not support the yellow lines. Council resolved to defer the matter to allow staff to investigate a number of issues in relation to parking and traffic management. Staff are working on matters and it is expected that the report will be brought back to Council in November 2021.

6.0 GENERAL BUSINESS

6.1 Deputations

Deputations can be extended by resolution of the electors present.

Motion

SEM-1/08/21 MOVED Mr Terry Blanchard, Seconded Mr Paul Poliwka, that the deputation time of 10 minutes be extended to 20 minutes.

CARRIED

Mr Terry Blanchard gave a deputation on report item 12.6 of the June 2021 Ordinary Council Meeting and the associated parking restrictions.

6.2 Statements

It should be noted that public statements are not recorded in the minutes.

6.3 Questions

Jane Dundas, 13 Briggs Street, Bassendean

Was the review of the parking restrictions undertaken in association with the proposed Town Centre Master Plan.

The Director Community Planning advised that the review of parking restrictions was undertaken separately to the Town Centre Master Plan. They are separate bodies of work, which are happening at the same time.

Irena Willcox, 111 Old Perth Road, Bassendean

What level of consultation was undertaken for the parking restrictions. My neighbours are not aware of the consultation or any audit being undertaken.

The Director Community Planning advised that 377 surveys were distributed in March 2021 to affected owners/occupiers. A second round of consultation was undertaken for Devon Road residents before bringing the report to Council in June 2021.

What is the proposal for Rosetta Street.

The Mayor advised that the proposed restriction for Rosetta Street is to replace the existing signage with yellow painted lines. Nine residents were in favour of this proposal and four against.

The Director Community Planning clarified that the nine in favour and four against was raw data and when adjusted to account for submissions from directly affected residents, it was three in favour and three against.

You're saying that residents have provided their feedback on proposed ways forward but I have never been approached about this issue by the Council.

The Mayor advised that the Town will check that Ms Willcox's residence is on the database. There may be other opportunities for engagement in the future.

Mr Terry Blanchard, 5 Devon Road

Do the staff have any evidence that painting yellow lines on a road works better than appropriate signage?

The Director Community Planning responded, not right now, no.

Mr Paul Poliwka, 193 West Road

Were safety concerns a driver for undertaking this parking audit.

The Director Community Planning advised that there were no significant concerns around existing safety. There were general considerations around amenity and the visual clutter of signs and are they easy to see and interpret and what would best serve those looking to park in the streets and how this would affect the residents in those streets.

Was the community consultation critical for a decision by Council and was there an indication that the community wanted to depart from the status quo.

The Director Community Planning responded that for all but one of the proposals there was little feedback from the community. There wasn't an obvious preference either way and the public consultation was an important informing piece for Council.

7.0 MOTIONS

Motion

SEM-2/08/21 MOVED Terry Blanchard, Seconded Jane Dundas, that the electors request Council not make any changes or amendments to the existing parking restrictions in the streets detailed in report item 12.6 of the June OCM, with the exception of Rosetta Street.

CARRIED

Motion

SEM-3/08/21 MOVED Terry Blanchard, Seconded Paul Poliwka, that the electors request that if problems arise with the existing parking restrictions in the streets detailed in report item 12.6 of the June 2021 Ordinary Council meeting, that the Town's Chief Executive Officer will form a working group with resident representatives from those streets to assess the problems and consider solutions.

CARRIED

Motion

SEM-4/08/21 MOVED Lauren Aitken, Seconded Terry Blanchard, that in future analysis, the intersections versus the mid-block links be considered separately in terms of the restrictions that are applied.

CARRIED

8.0 CLOSURE

There being no further business, the Presiding Member declared the meeting closed, the time being 8.30pm.

Presentation Report to the Special Electors' Meeting
Held 31 August 2021 at 7:15 pm

Table of Contents

1. Introduction.....	1
1.1. Deputation to Council's Meeting of 22 June 2021.....	1
1.2 Resolution of Council at the Meeting of 22 June 2021.....	2
2. Survey for Information and Feedback.....	2
3. Traffic Safety.....	3
3.1 Accidents.....	3
3.1.1 Intersection Accidents.....	3
3.1.2 Mid Block Accidents.....	4
3.1.3 Conclusions on Total Accidents.....	5
3.2 Traffic Volumes.....	5
3.3 Traffic Speeds.....	7
3.4 Through Traffic Percentage.....	7
3.5 Traffic Safety Conclusions.....	8
3.6 Residents Can Park on their Verge.....	8
4. North Road Restrictions.....	8
4.1 The Administration has not implemented the Council Resolution.....	8
4.2 Further Report to Council Removed the Previous Restrictions and the Latest Proposal.....	9
5. "No Stopping" Parking Restriction – What Does it Actually Mean?.....	9
5.1 Implementation of "No Stopping" Parking Restriction.....	10
5.1.1 "Clutter" in Streets.....	10
5.1.2 Sight Lines.....	11
5.2 Impact of "No Stopping" Restrictions.....	12
5.3 Conclusion Relating to "No Stopping" Parking Restrictions.....	12
6 Extension of Existing Parking Restrictions for Sunday Football and Special Events at Bassendean Oval.....	12
6.1 Sunday Parking Restrictions for Ladies Football Matches.....	12
6.2 Future Fixtures for Ladies Matches to be Played on Saturdays.....	13
6.3 Parking Restrictions for Other Major Events.....	14
6.4 Effect of Sunday Parking Restrictions.....	14
6.5 Effect of "No Stopping" Parking Restrictions.....	15

6.6	Extension of Parking Restrictions Outside Football Operating Hours.....	15
6.7	Conclusion on Sunday Restrictions and the “No Stopping” Restrictions Plus Extending Current Parking Restriction Hours	15
7	Public Transport Authority – Bus Service in Devon Road	16
8	Parking Signs Costs and Maintenance	16
8.1	Parking Sign Audit.....	16
9	Who owns the streets?	18
10	Conclusions from Data in This Report	18
	Appendix A	19

1. Introduction

This report is in response to Officers' report to Council Meeting 22 June 2021.

1.1. Deputation to Council's Meeting of 22 June 2021

The following is a brief outline of the deputation and the notes to Council at its meeting of 22 June 2021. The deputation spoke to these notes briefly to advise Council of the need for Item 12.6 to be deferred for at least one month.

- *"No intention of **focussing** on any **officer or Councillor** in this deputation.*
- ***I get excited** when passionate about issues so I apologise if I ark up at some point – I will try and keep this low key.*
- ***I do not intend to debate** anything in the report other than to highlight a couple of issues for Council to think about.*
- ***This deputation was never intended** a few weeks ago but somehow the residents only were able access the report on 18 June but we did try on 11 June.*
- ***To update Council** I have gained over 40 signatures on Sunday to petition the Town to hold a Special Electors Meeting on this subject. I will get the 100 in about a week so that is definitely coming.*
- ***Take Devon Road** and the extension of the restrictions to ban parking on the North side every weekend for the whole year. Why? For a possible future event.*
- ***Christmas Day** or Father's day for example no luncheons with family Christmas Day*
- *To cover special events at the oval. So residents are restricted all year in case there is a special event. **MENTIONED HOW TO SOLVE THIS.***
- *The **yellow line- origin** IPWEA around 1998 did not extend it across the community*
 - *Can't be **seen at night** unless street lighting density is high*
 - *Can't be **seen in rain** – the line is where the gutter flow occurs.*

-
- ***WE HAVE HAD CONTACT WITH Wimbledon in London and the UK have not implemented this system for nearly 10 years.***
 - ***No stopping – dropping off passengers in cars – causes problems with children’s’ birthdays Mother’s Day, Father’s Day, Easter Egg Hunts, Christmas, New Year etc.***
 - ***Operates all year in case there is a future major event at the oval.***
 - ***Your report says the funds for the proposal will be listed in the next financial year’s budget so there is no hurry for a decision on this issue tonight.***
 - ***I ask respectfully that the Mayor and Councillors defer this item for at least one month as this will allow for the Special Electors Meeting to be held and the outcome considered as part of the process.”***

1.2 Resolution of Council at the Meeting of 22 June 2021

MOVED Cr Hamilton, Seconded Cr MacWilliam, that Council defers this item requesting the administration to further investigate the following:

1. Signage to encourage greater utilisation of existing parking spaces currently marked "Drop Off Zone" on the west side of West Road adjoining Bassendean Primary School;
2. Identify opportunities to create additional parking in and around those streets listed in the current report to assist in addressing the loss of street parking created by a transition to "No Stopping" zones;
3. Identify opportunities to potentially increase parking and/or chicanes, median strips etc that may accommodate additional tree planting and reduce the speed of vehicles entering and exiting North Road via Guildford Road with a view to improve overall street amenity and functionality; and
4. 4. Requests a new report outlining the aforementioned investigations and any other means to improve parking functionality in the subject area be provided to Council within six months.

2. Survey for Information and Feedback

The town sent out letters with new proposals to change the existing parking restrictions. There were 370 letters sent out with a return number of 33 – 8.9%

For Long term employees in Local Government this response is within what could be expected as the standard response figures generally range between 7% and 12% and the Town’s responses are within that range.

It is not reasonable to assume that the remaining 91% don't care what happens. If the explanations given are fine for some residents but others just don't understand. Also many residents just don't take Local Government letters seriously if there is not a bill attached.

This is why a good process is to call a meeting and give interested parties an opportunity for come in and have their say. Also if the message has been misunderstood the Town can correct those problems. Face to face community consultation.

The request (petition) for a Special Electors Meeting has 106 signatures, without going to every affected street, has more responses than those responses returned to the Town.

Note should be made that no contact was made with the Swan Districts Football Club. While the parking restriction changes will have no direct impact on the club they have information on the football schedules and procedures to be implemented in the near future. These changes at the SDFC impacts the decisions within the parking restriction report these have not been considered as part of the information given to Council.

3. Traffic Safety

The accidents data has been gathered from The Main Roads Western Australia CARS Program which details reported accidents in intersections and midblock lengths of streets between various intersections on the relevant streets. The current data is for the 5 year period 2016 to 2020 inclusive.

3.1 Accidents

Accidents are generally reported and stored in the MRWA program as intersection accidents and/or mid block accidents. The numbers in the following tables do not reflect any specific type of accident unless stated as the numbers are so low the accidents shown are clearly not impacting the streets in question or how the proposed parking restrictions will reduce any accidents at all.

3.1.1 Intersection Accidents

The following table shows the accidents at the various intersections associated with the streets in question. The bold text indicates that there are the reported accidents at intersections at the ends of those streets. The details are taken from the MRWA CARS program for the past 5 years – 2016 to 2020.

Street	Intersection	No. Accidents	Date
North Road	Guildford Rd	3	2016/2020
	Brooks St	0	2016/2020
	Prowse St	0	2016/2020
Brooks Street	Old Perth Road	0	2016/2020
	North Road	0	2016/2020
Prowse Street	Old Perth Road	0	2016/2020
	North Road	0	2016/2020
West Road	Old Perth Road	2	2016/2020
	Devon Road	0	2016/2020
Rosetta Street	Old Perth Road	0	2016/2020
Briggs Street	Devon Road	0	2016/2020
	Old Perth Road	0	2016/2020
Calnon Street	Surrey Street	0	2016/2020
Thompson Road	Guildford Rd	1	2016/2020
	Nurstead Road	0	2016/2020
	Lamb Street	0	2016/2020
Lamb Street	At Tee Junction	0	2016/2020
Railway Parade	Lord Street	10	2016/2020
	Fifth Avenue	0	2016/2020
	Fourth Avenue	0	2016/2020
Devon Road	Briggs Street	0	2016/2020
	Carnegie Street	0	2016/2020
	North Road	0	2016/2020

The following table shows some detailed information for each accident at the date, day, and location with type of accident:

Street	Location	Date	Day	Type of Accident
North Road	At Guildford Rd	28 March 2016	Monday	Right Angle
	At Guildford Rd	28 September 2018	Friday	Right Angle
	At Guildford Rd	26 June 2019	Wednesday	Right Angle
West Road	Old Perth Road	28 September 2016	Wednesday	Rear End
	Old Perth Road	23 February 2019	Saturday	Hit object

The ten accidents at the Lard Street/Railway Parade have not been fully investigated as they have no effect on the parking in Railway Parade and should be dealt with under normal traffic management criteria.

3.1.2 Mid Block Accidents

The following table shows the reported accidents, from the MRWA Cars program at the various mid block sections within the associated streets in question. The bold text indicates that there are reported accidents at intersections at the ends of those streets and these are from the last 5 years – 2016 to 2020.

Some investigation needs to be carefully carried out as the program adds the accidents at intersection numbers when analysing mid block accidents. This has been done in the following figures.

Street	Midblock	No. Accidents	Date
North Road	Guildford - Brooks	1	2016/2020
	Brooks - Prowse	0	2016/2020
Brooks Street	North – Old Perth Rd	0	2016/2020
Prowse Street	North – Old Perth Rd	0	2016/2020
West Road	Old Perth Rd - Palmerston	0	2016/2020
	Palmerston - Devon	0	2016/2020
	Old Perth – Cul de sac	0	2016/2020
Rosetta Street	Old Perth – Cul de sac	0	2016/2020
Briggs Street	Old Perth - Devon	1	2016/2020
Calnon Street	Surrey – Tee Junction	0	2016/2020
Thompson Road	Guildford - Lamb	0	2016/2020
	Lamb - Nurstead	0	2016/2020
	Nurstead to Railway	0	2016/2020
	Lamb – Tee Junction	0	2016/2020
Lamb Street	Lamb – Southern	0	2016/2020
	Lamb - Northern	0	2016/2020
Railway Parade	Lord - Fifth	1	2016/2020
	Fifth - Fourth	0	2016/2020
Devon Road	West - Briggs	0	2016/2020
	Briggs - Carnegie	0	2016/2020
	Carnegie - North	0	2016/2020

The following table shows the mid block accidents with the same criteria as for the intersection table.

Street	Location	Date	Day	Type of Accident
North Road	30 metres from Guildford Road	15 February 2018	Thursday	Hit object
Briggs Street	Near POS on Old Perth Rd corner	12 April 2019	Friday	Damage when parking
Railway Parade	Near Fifth Ave	22 October 2018	Monday	No information available

3.1.3 Conclusions on Total Accidents

From the Main Roads crash data none of the accidents recorded in the past 5 years can be directly or indirectly associated with traffic generated from spectators attending the football and parking in adjacent streets.

Accordingly accidents within the area concerned do not pose a traffic safety issue and should not be used as criteria for implementing changes to the current parking restrictions for the staging of football matches at Bassendean Oval.

3.2 Traffic Volumes

All the streets except North Road, West Road, Railway Parade are designated as Access Streets which under the standard criteria allows for up to 3,000 vpd.

The exceptions should be designated as local distributor road which can take traffic volumes greater than the 3000 vpd.

It was requested for the purposes of inclusion in this report that the Town supply a copy of the Town's road hierarchy plan and any traffic volumes, 85th percentile speed for each of the streets involved in these parking restrictions. However not having those details supplied it is assumed they are not available within the Town's records.

The calculation of traffic volumes for North Road, West Road and Railway Parade will use approximately 50% of the total number of properties within the whole length of those streets. This assumes that half the traffic trips will be shared with each end of the streets. In the case of Brooks Street the number of properties will include 50% of the actual street plus those on Old Perth Road from West Road to Brook Street proper.

Thompson Street has properties from Nurstead Way as these two streets have a common access to Guildford Road.

Also Thompson Street must include the traffic volume from Lamb Street as Thompson Street is the only way residents in Lamb Street can access Guildford Road.

The following table shows a calculated traffic volume for each street based on the number of properties on those streets using the planning criteria. Traditionally each property generates 10 vehicle trips per day but under recent times that figure has been reduced to 8 vehicle trips per day is currently being used based on improved public transport and uses of new transport options.

Street Name	No. Properties	Calculated Traffic Volumes (vpd)	
		Volume @ 10 Trips per day	Volume @ 8 trips per day
West Road + 50% of properties to Sandy Beach Reserve	118	1,180	944
Rosetta Street	28	280	224
Calnon Street + 20 Units	49	490	392
Prowse Street	11	110	88
Brooks Street + 50% Old Perth	34	340	272
North Road 50% of properties to the south of Hn19	107	1,070	856
Thompson Street + Lamb, + Nurstead	59	590	472
Lamb Street	17	170	136
Briggs Street	21	210	168
Railway Parade + 50% from 5 th Ave to Railway Station	25	250	200
Devon Road(Not calculated as the Town supplied these details	76	439 Actual traffic count	

All these streets are well under the allowable volume of 3,000 vpd for access streets even though some streets are at a higher hierarchy and could have higher acceptable volumes.

While this exercise is very general it gives some indication of possible traffic volumes that could be expected in the relevant streets. It could be argued that the number of properties in each street is too high or too low they are a rough indication of property numbers. To reach 3,000 vehicles per day at 10 trips per day streets would have to have 300 properties within its length. The only factor that could increase numbers of traffic in a street is the number of “through” trips per day. Unless an origin – destinations survey is completed using vehicle number plates and a computer program this remains unknown.

It is reasonable to take the volumes in the table as being a reasonable assessment of traffic volumes for the purposes of this report.

However, the figures are based on the number of properties along each streets and the internal generation of vehicle trips per day. For streets like Railway Parade and to a lesser extent West Road and North Road there is no idea of how many vehicles could use those streets as “through” travelling through the area. These figures for those streets are considered low.

3.3 Traffic Speeds

The 85th percentile speeds in the affected streets can only be assessed using appropriate traffic devices which record this speed.

The only street that I have been given speed counts for is Devon Road which has an 85th percentile speed of 53.4 km/hr. Devon Road is a reasonably long straight section of road with a 7.4 metres width so it is reasonable to assume its speed count would be at the higher end other than for maybe North Road, West Road and Railway Parade. However, only North Road doesn't have a high traffic volume so it stands alone. The other streets do have a higher traffic volume and congestion would suggest that the speeds would probably not exceed that of Devon Road.

While traffic congestion may pose a problem it does inhibit traffic speeds and thus it is reasonable to state that traffic speeds within the affected streets is not an issues. Note must be made that all appropriate traffic management criteria uses the 85th percentile speed which is an internationally used criterion for such counts.

3.4 Through Traffic Percentage

In normal situations when origin – destination surveys are done the threshold for intervention on through traffic is 30% which is considered unacceptable. The streets in question other than Devon Road, West Road, Briggs Street and Railway parade do not warrant such surveys to be completed.

It should be noted that through traffic is traffic that passes through an area but has no right to be in that area. Local Residents passing through to get the major roads and facilities do not fit this definition.

3.5 Traffic Safety Conclusions

The traffic volumes are well below the acceptable levels and as traffic speeds would appear to be well below the acceptable limits these two factors are not of concern. There is no evidence to suggest that through traffic causes a problem. The traffic volumes should reflect any through traffic and give rise to volumes well outside those expected for those streets. Based on the data in several tables there is not a problem with traffic safety in the affected streets.

However, while the accidents at some intersections and the two mid block accidents may be of concern the data shows that these accidents were not affected by traffic generated by the football games on Bassendean Oval.

The accidents at Lord Street/Railway Parade need to be investigated and appropriate traffic management scenarios put in place to reduce the number and severity of those accidents.

3.6 Residents Can Park on their Verge

Report states residents can still park on their verge. This is true but residents can park on their verges now so that is not a compensation for removing the ability to park on the roadway.

Also some residents maintain their verge which in turn reduces costs for the Town. Some residents may not want to have vehicles parked on their verge and under the attest laws they can prevent that. Thus the removal of street parking does impact on their living conditions.

Take Railway Parade which in some sections has a 3.4m verge width, 1.9 metres path leaving 1.5 metres of verge parking without interfering with the path. Not feasible and report just ignores this fact. Removing on road parking in this location generally means no parking in front of the properties at all. However, residents and their friends can park on the opposite side of Railway Parade and then walk across the street to properties they wish to enter. Now this is a traffic safety issues particularly for children

4. North Road Restrictions

The report states that in 2018 Council passed resolution for parking restrictions at all times on eastern side north road between Guildford Rd and 19 North Road. Inspections show there is currently no operational restriction on site. What happened?

There are two scenarios in this situation.

4.1 The Administration has not implemented the Council Resolution

This scenario, whilst it could have happened, it would raise questions of why the Administration did not follow through on the Council resolution. However item 1.3.2

of this report explores other reasons why these parking restrictions were not implemented.

4.2 Further Report to Council Removed the Previous Restrictions and the Latest Proposal

In discussion with those with a long time connection to the Town indicates that a further report was put to Council and reversed the initial decision. This is a very plausible explanation of why the parking restrictions are currently non - existent. However the report 12.6 put to Council on 22 June 2021 does not mention either of these scenarios and the reasons why the initial parking restrictions were not implemented. The report appears to go back against the latest decision without explanation even though the last decision was made within the last 3 years.

5. “No Stopping” Parking Restriction – What Does it Actually Mean?

If changes to the existing parking restrictions are required there would need to be data showing:

1. How the existing restrictions are failing the parking needs of the residents and football events in existing streets:
2. There needs to be data detailing how the new restrictions will be implemented and enforced.

Regardless of how the “No Stopping” restriction is implemented and designated the actual restriction is out of line with normal residential streets and living environments.

This restriction is generally implemented on roads that have large volumes of traffic and where traffic flow is essential. This restriction prevents drivers from stopping and slowing traffic flows on roads similar to the Guildford Road which has traffic volumes around 40,000 vehicles per day (vpd).

The report states the “No Stopping”\restriction will be implemented in place of the existing “No Parking” Saturdays March to August 8:00 am to 6:00 pm but it will operate 24 hours per day for 365.25 days per year. This approach will be discussed further in this report.

Residents were clearly advised that this restriction would be in place all year but that advice has not been fully understood by the residents and most still believed that the restrictions only operated for football hours.

While it is commendable that the Town would not just issue infringements for drivers violating the restriction but the Town would educate them. The approach requires drivers to be educated to obey a parking restriction that should not be there in the first instance. This restriction and the options to ensure it is not put in place are discussed in other sections of this report.

5.1 Implementation of “No Stopping” Parking Restriction

The responses from Devon Road residents highlighted that the painting of yellow lines in the street gutters was an infringement on the aesthetics of a normal residential street.

The report states that:

“The advantages of using yellow edge lines to control the parking instead of signage include:

- *It reduces visual clutter associated with the over-proliferation of signage;*
- *They require less maintenance, do not go missing or get vandalised;*
- *They are clearly visible to all road users;*
- *They are not confusing with specific days, months and times; and*
- *The installation of permanent restrictions to one side of the street also ensures that there will always be a clear line of sight along the road when vehicles are parked on the street”*

5.1.1 “Clutter” in Streets

The report has some emotional wording on why the new restrictions are required.

The term “clutter” actually refers to residents, their friends and family vehicles when visiting properties plus the parking restriction signs.

It should be stated that the administration that implemented the current restrictions did a great job. The signage has been kept to a minimum with signs at extremities of the restriction plus one or two mid block signs which has been obeyed by football traffic for years.

If any analysis of the street aesthetics is carried out the painting of yellow lines on gutter lines certainly adds to the visual clutter in streets. In fact it could be emotionally considered as formal graffiti painted out into the streets by a formally designated authority.

The issue of painting parking restrictions on gutter lines was brought from England by a study tour involving several engineers from the Institute of Public Works Australia (now Australasian) when the study visited Europe and the British Isles in the mid to late 1990’s.

The Institute referred the proposal to a working party but did not formally approve the process due to the following:

1. Where streets lighting is not adequate the lines cannot be seen at night;
2. When it is raining the water tends to make the road surface look like glass and the lines cannot be seen;

3. Debris from trees and general dust and dirt collect in the gutters on a road and extra street sweeping is required which in turn has its own problems for the parking restriction lines. Street sweepers use steel or very stiff brushes to remove dirt and grime and the extra sweeping will damage the parking line. Thus the maintenance of the parking lines will require replacement in about every two to three years. This gives a high maintenance cost and thus the process was not recommended



The above photos show the debris on the corner of Brooks Street and Old Perth Road where the yellow line and writing is covered.

5.1.2 Sight Lines

The issues of sight lines is only reasonable in two streets)North Road – Northern end where there is a back to back curve, and the hair bend corner between Brooks Street and Old Perth Road. However, sight lines on those curves when viewed on site are more than adequate.

The remainder of the streets are straight and have clear sight lines in their current condition.

5.2 Impact of “No Stopping” Restrictions

The impact of the “No Stopping” restriction is very harsh. Once implemented residents and their visitors are unable to stop at all in front of their properties, all year round, every day, all day and all night. This has no justification based on football matches and special events at Bassendean Oval.

This report will demonstrate that there is no need to change the existing parking restrictions at all.

Especially on Sundays these new proposals impact Sunday parking for events such as Mother’s and Father’s days. It impacts even Easter egg hunts on Easter Sunday. The question arises about what happens when Christmas Day, Boxing Day, New Year’s Eve and New Years Day fall on a Sunday.

The year round restrictions impacts all events within the streets for birthdays, general parties and other events normally carried out within residences in the residential areas of the Town.

When children’s parties are held on the restriction side of the street party goers must be dropped off on the other side of the road and they have to cross the road to go to the event. That is against all child safety and traffic safety criteria. Where a need to cross a road (no matter where or traffic volumes are small) it should be removed.

5.3 Conclusion Relating to “No Stopping” Parking Restrictions

The implementation of “No Stopping” parking restrictions is too harsh for residential streets where traffic flow is not required for transportation purposes or general traffic moving through these streets. These streets are residential access streets and don’t require such parking restrictions for any reasons stated in the report put to Council on 22 June 2021. From the data collected there is virtually no through traffic volumes (use Devon Road as an example) in these streets.

Without appropriate data the implementation of the “No Stopping” parking restriction should not be supported by Council at this point in time.

6 Extension of Existing Parking Restrictions for Sunday Football and Special Events at Bassendean Oval

Report states these issues require 24 hour/52 weeks per year parking restriction to cater for Women’s football on Sundays and the possible need for extra parking restriction for special events to be held at Bassendean Oval.

6.1 Sunday Parking Restrictions for Ladies Football Matches.

During the early to mid 1980’s the major matched between SDFC and West Perth attracted over 18,000 spectators. On the 19 June 2021 the attendance (from the WAFL website) was 2,904 and there was not one car parked in Devon Road all day on either side of the road.

Advice from the SDFC says that the spectator numbers are not likely to increase in any degree in the future. The following table shows the schedule of both male and female football matches at Bassendean Oval for the 2021 season up to the 3 July 2021. By this date the ladies football fixtures and games were completed for 2021.

Date	Day	Women's Team	Men's Team	Crowd
21 February 2021	Sunday	Home		
28 February 2021	Sunday	Away		
6 March 2021	Saturday	Away		
14 March 2021	Sunday	Away		
21 March 2021	Sunday	Home		
27 March 2021	Saturday	Home		
03 April 2021	Saturday		Home	1923
10 April 2021	Saturday	Away	Away	
11 April 2021	Sunday	Away		
17 April 2021	Saturday	Home	Home	1618
1 May 2021	Saturday		Away	
2 May 2021	Sunday	Away		
8 May 2021	Saturday		Away	
9 May 2021	Sunday	Home		
15 May 2021	Saturday	Home		
22 May 2021	Saturday		Home	1478
23 May 2021	Sunday	Away		
29 May 2021	Saturday	Home	Home	1069
5 June 2021	Saturday		Away	
13 June 2021	Sunday	Away		
19 June 2021	Saturday		Home	2904
20 June 2021	Sunday/Final	Home		
28 June 2021	Saturday		Away	
27 June 2021	Sunday/Final	Home		
3 July 2021	Saturday	Away		
Sunday	Women	Home	3 Home & Away + 2 Finals 1 Before March 2021	
Saturday		Home	4	
Saturday	Men	Home	5	

The table shows that the first ladies game was on 21 February 2021 but there were only two other home and away games on a Sunday (21 March 2021, 9 May 2021). If parking for the two finals games (20 June 2021 & 27 June 2021) are analysed the author of this report spent hours in the streets adjacent to Bassendean Oval where there was virtually no parking issues without any parking restrictions existing at the time.

The Report put to Council in June 2021 recommends added parking restrictions for the ladies games on Sunday. It recommends a 24 hour, 7 days a week, 52 weeks of the year for 3 ladies matches on a Sunday and maybe 2 extra matches for finals, if the Ladies team makes the finals by finishing in an appropriate position on the ladder.

These facts show that the Sunday parking restrictions are not warranted based on the matches played at Bassendean Oval in 2021.

6.2 Future Fixtures for Ladies Matches to be Played on Saturdays

The SDFC indicates they are trying to get ladies' games on Saturdays so they have a full day from Colts, Reserves, Ladies and Senior Men's football all day Saturday. This would reduce parking for ladies football, on Sundays to zero, reducing any requirement for parking restrictions.

This actually happened on Saturday 20 May 2021 when Colts, Reserves, Ladies and men all played on the one day (Saturday 29 May 2021). The attendance figures for that day are shown by the WAFL results as being 1069 which is well under the expectations for changing parking restriction times.

Football crowds have diminished dramatically from the pre AFL time to today. West Perth and Swan Districts are ajor rivals and in te early to mid 1980s there were crowds over 18,000 to watch these two teams play. On 19 June 2021 the same teams played with a crowd of 2,904.

The ladies football if played on a Saturday will not add to that number greatly to suggest extra parking restrictions are required.

6.3 Parking Restrictions for Other Major Events

Over the past 25 years there has been a Rolf Harris concert and two Sound Wave events that the author of this report can recall. The town placed temporary parking restrictions in appropriate streets. When the events were competed these restrictions were removed and the residents went back to living their lives under what is considered normal conditions without any impingement from extra parking restrictions.

As a condition of approval for the events the promoter should pay or contribute in some manner for temporary parking which applies to that event only and has no effect on residents at any other times.

This process has been used in Claremont for the royal Show, the relocated Sound Wave and other major events. This is very much a common sense approach whereby the parking environment for the events is temporary and the parking environment for residents is constant before and after the events.

This approach is very much a common sense decision based on the timing and size of each event. There are many instances where this process is used and it has been around for decades.

There is no need for parking restrictions for major events to be in place all year round at times when Bassendean Oval is not in use.

6.4 Effect of Sunday Parking Restrictions

The actual impact of Sunday perking restrictions impinges on the living conditions that residents have experienced for decades with and without football matches and also there have been several major events without parking problems.

The data in this report clearly shows that ladies football on Sundays is having no affect on parking within the local area and the streets shown in Report 12.6 to Council on 22 June 2021. Any parking across property accesses can be dealt with under the Road Traffic Code without the whole street having a year round parking restriction in place.

In summary the tension parking restrictions into Sundays because there might be a special event on Bassendean Oval is dramatically over states and can affect the following:

1. Mothers' Day
2. Fathers' Day
3. Easter Sunday
4. Possible Christmas day on a Sunday
5. Possible Boxing Day on a Sunday
6. Possible New Year's Day on a Sunday
7. Children's' and adult birthday parties on a Sunday
8. Special family and general celebrations on a Sunday

6.5 Effect of "No Stopping" Parking Restrictions

Careful note should be made that if the proposed "No Stopping" restriction comes into effect 365.35 days per year all the above events, no matter on which day they fall, will be impeded. This is a scenario that is quite intolerable to the residents and without appropriate evidence the need is not there for these types of restrictions to be justified.

It should also be noted that where the "No Stopping" restrictions are in place a driver cannot stop to deliver goods or passengers to those properties facing those restrictions. If "No Parking" restrictions are used as is the case existing scenario vehicles are unable to park in those zones. However, if a driver wishes to drop off a passenger or there is a delivery of goods etc. this can be done as long as there is no long term parking.

6.6 Extension of Parking Restrictions Outside Football Operating Hours

Residents have questioned why any parking restriction for football parking needs to have a 24 hour time line and there is no reasonable information to require such a parking restriction.

If football parking impacts so badly on the streets why would there be a requirement for parking restrictions when football is completed for the day and the crowd leaves taking their vehicles with them. This approach does not make sense and the proposal should not be entertained by Council.

Devon Road residents successfully argued that the yellow line for the "No Stopping" parking restrictions should not be implemented so the report proposes to remove the existing "No Parking Saturday March to August from 8"00 am to 6"00 pm" and replace them with No Parking Saturdays and Sundays. This is all day, both weekend days for 52 weeks of the year.

The report states residents can still park during the week and on their verges. This is not a concession as this parking is available now under the current restrictions.

6.7 Conclusion on Sunday Restrictions and the "No Stopping" Restrictions Plus Extending Current Parking Restriction Hours

From the data and information from the SDFC it is considered that the “No Stopping” parking restrictions proposed in Item 12,6 to the Council Meeting on 22 June 2021 should not be accepted by Council and these restrictions not be implemented.

The impact of all grades of football does not warrant any changes to the current parking arrangements.

Special events should have individual parking plans completed and any further parking restrictions required for those events should be done on a temporary basis only.

There is no evidence to show there is a need for extending current parking restrictions outside football operating hours and so the proposals for these amendments should be rejected by Council.

7 Public Transport Authority – Bus Service in Devon Road

The issue of the parking conflicting with the bus service in Devon Road was dispelled at the street meeting by the Town of Bassendean. The Town’s contact with the PTA revealed that there were no complaints from the bus drivers and it is noted that the current situation is satisfactory for the bus service to operate.

8 Parking Signs Costs and Maintenance

The report gives some indicative figures for parking sign replacement and maintenance which is estimated at \$800 per annum.

To highlight the exaggeration of costs the following is offered for consideration.

Taking Devon Road alone which has approximately 60 properties excluding units along its length. The rates charged to these properties is around \$2,500 to \$3,000 per annum. If the refuse charges and other fees are taken out of the total rates there is about \$1,500 per property going into general revenue. At 60 properties that gives a total of \$90,000 per annum. If 1% of those general rates are used it supplies funding of \$900 per annum to maintain the signs. The maintenance costs for the parking signs with several streets contributing is very small and should not play a part in making a decision between painted lines and parking signs. The maintenance cost is minimal.

8.1 Parking Sign Audit

The report also states the following:

“If Council elects to maintain all existing signage but with different restrictions, it will involve an initial cost of approximately \$3,350, for new signs, in addition to ongoing and regular maintenance, repair and replacement, which, at present, costs approximately \$800 a year.”

A full parking sign audit has been completed and the results are in the following table:

Street Location	Existing Restriction	Parking Sign Maintenance Audit	Road Width metres
Briggs Street (east side)	No Parking, Saturdays, March to August	Photos 12, 13, and 14 show signs are virtually new as well as the poles. No maintenance required	7.4
Brook Street (south side)	No Parking, Saturdays, March to August	Photos, 1 and 3 show signs are virtually new as well as the poles. No maintenance required.	7.3
Calnon Street (east side)	No Parking, Saturdays, March to August	Photos, 20, sign is bent, 21 and 22 show signs are virtually new as well as the poles. No other maintenance required.	7.4
Devon Road (north side)	No Parking, Saturdays, March to August	Photos, 9, 10 and 11 show signs are virtually new as well as the poles. No maintenance required.. Photo 8 shows the sign is faded	7.3
Lamb Street (south side - 4 Thompson Street to tee in Lamb Street)	No Parking, Saturdays, March to August.	Photo 30 shows sign is good and pole doesn't require maintenance. Photo 31 shows the sign is faded.	7.4
Lamb Street (east side - 13 to 21 Lamb Street)	No Parking, Saturdays, March to August	Photo 33 shows sign and pole are in good condition and no maintenance is required.	7.4
Lamb Street (west side - opposite 11 and 11 a Lamb Street)	No Parking, Saturdays, March to August	Photo 32 shows the sign is bent and could be straightened or replaced.	3.0
North Road (east side - 1 to 19 North Road)	No restriction	Currently there are no parking restrictions. The proposal addresses the left hand bend but ignores the right hand bend over the hill. A restriction could be extended to HN 25.	8.1
North Road (west side - 309 Guildford Road to 26 North Road)	No Parking, Saturdays, March to August	Photo 1 shows the sign is good as well as the pole. Photo 4 also shows the sign and pole don't need maintenance but the pole is leaning.	8.1
Prowse Street (south side)	No Parking, Saturdays, March to August	Photos 18 and 19 shows the signs and poles are in good condition and no maintenance is required.	5.5
Railway Parade (north side - 28 to 40 Railway Parade)	No Parking, Saturdays, March to August	Photos 22, 23, 24, 25, 26, 27 show signs and poles are all in good condition so no maintenance is required.	7.45
Rosetta Street (east side)	No Parking, Saturdays, March to August	Photos 15, 16 and 17 show all signs and poles are in good condition and require no maintenance.	6.35
Thompson Road (east side)	No Parking, Saturdays, March to August	Photos 28 and 29 show signs and poles are in good condition so no maintenance is required.	7.4
West Road (east side - Old Perth Road to Devon Road)	No Parking, Saturdays, March to August	Photos 6 and 8 show signs and poles are in good condition and no maintenance is required. Photo 7 shows the sign is faded and requires upgrade or replacement.	7.4

From the audit carried out on the 33 existing parking signs there are 3 faded signs, one pole leaning. There are also two signs that are bent on the corners and these could be straightened or replaced. The other signs are in reasonable condition and at this stage there is no need for any action on them.

The Parking Sign Audit photos are in appendix A and these show the condition of the parking signs. One sign at the corner of Lamb and Thompson Streets could not be photographed clearly due to the shade of the overhanging tree. (Photo 30)

9 Who owns the streets?

The ownership of the streets within a Local Authority is not disputed and the Local Government Act 1995 gives Council the care control and management but the street environment belongs to the residents as they live in those streets and should have major input into anything happening within their street.

This issue should have been discussed with residents via the appropriate Director (NOT HIS Staff) forming a working group with residents from the affected streets and the problems highlighted and the group formulating a parking plan to reflect solutions to problems if in fact there are any.

10 Conclusions from Data in This Report

Based on the facts and figures produced in this report it is recommended that the existing parking restrictions remain at this point in time and any amendments from the Special Electors Meeting be implemented and if changes in the future are required the appropriate Director (NOT HIS STAFF) form a working group with residents from the affected streets to discuss the problems with the existing restrictions and formulate a parking proposal acceptable to the residents.

Appendix A

Existing Parking Sign Audit

Photos



No. 1 - Corner North Road & Prowse St



No. 2 - Corner North Road & Brook St



No. 3 - Brook Street
Mid-Block



No. 4 Corner North Road & Guildford RD



No. 5 - Bend Brook Street & Old Perth Rd



No. 6 - Corner West Road & Old Perth Rd



No. 7 Corner West Road & Devon Rd



No. 8 Corner of Devon Road & West Rd



No. 9 Devon Mid-Block HN-44



No. 10 Corner Devon Road & Briggs St



No. 11 Devon Road Mid-Block Towards North Rd HN-6/8



No. 12 Corner Briggs Street & Devon Rd



No. 13 Briggs Street Mid-Block HN-9



No. 14 Corner Briggs Street & Old Perth Rd



No. 15 Corner Rosetta Street & Old Perth Rd



No.16-Rosetta-Street-Mid-Block-HN-9¶



No.17-Rosetta-Street¶Cul-de-Sac¶



No.18-Corner-Prowse-Street-&-Old-Perth-Rd¶



No.19-Corner-Prowse-Street-&-North-Rd¶



No.20-Corner-Calnon-Street-&-Surrey-St¶



No.21-Calnon-Street-Mid-Block-HN-9¶



No.22-Calnon-Street-near-Cul-de-sac-Head¶



No.23-Corner-Railway-Parade-&-Lord-St¶



No.24-Railway-Parade-&-Fifth-Ave-(East)¶



No. 25 Railway Parade & Fifth Ave (West) ¶



No. 26 Railway Parade Mid-Block HNos 38/40 ¶



No. 27 Railway Parade & Fourth Ave (East) ¶



No. 28 Corner Thompson Road & Guildford Rd ¶



No. 29 Thompson Road at Railway Reserve ¶



No. 30 Corner of Lamb Street & Thompson Rd ¶



No. 31 Lamb Street Mid-Block HN 7 ¶



No. 32 Lamb Street Tee Southern Leg ¶



No. 33 Lamb Street Tee Northern Cul-de-sac ¶