

ATTACHMENTS

BRIEFING SESSION AGENDA

10 DECEMBER 2019

Confidential Attachment No. 1

- Quote to undertake Structural & Condition report with Jetty upgrade design for re-instatement of North Jetty; and
- Quote to undertake Structural & Condition Assessment report for South Jetty piles

Attachment No. 1:

Concept shade plan provided by a contractor.

Confidential Attachment No. 2:

Estimate of costs

Attachment No. 2:

- Copy of Town Planning Scheme No 4A Map.
- Letter from owner of 29 (Lot 206) Hyland Street and Lot 211 Carnegie Road regarding a land swap.

Attachment No. 3:

- Eden Hill Master Planning Concept Plan prepared by Taylor Robinson Chaney and Broderick, dated March 2019.
- Offer and Acceptance Form and associated Special Conditions form.

Attachment No. 4:

- Community Consultation Report – Whitfield Safe Active Street, September 2019
- Whitfield Street Path Petition
- Whitfield Safe Active Street Design July 2019-Showing Amendments
- Amended Whitfield Safe Active Street Design December 2019

Confidential Attachment No. 3:

- Financial Considerations

Attachment No. 5:

- (Draft) Council Policy Verge Treatment Policy.
- (Draft) Town of Bassendean Verge Treatment Guidelines 2019.
- Current Council Policy 1.9 Verge Treatment and Maintenance Policy and Appendix One Permissible Verge Treatments.
- Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010.
- Josh Byrnes and Associates, Verge Policy Review, November 2019.

Confidential Attachment 4:

RFT 07/2019 Tender Evaluation Report

Confidential Attachment No. 5:

RFT 02/2019 Tender Evaluation Report

Confidential Attachment No. 6:

RFT 05/2019 Tender Evaluation Report

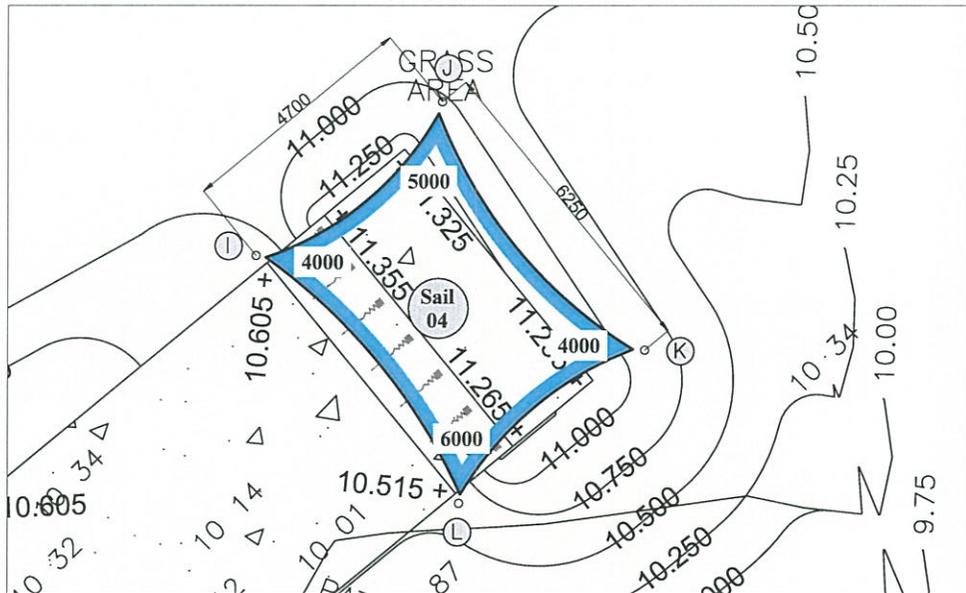
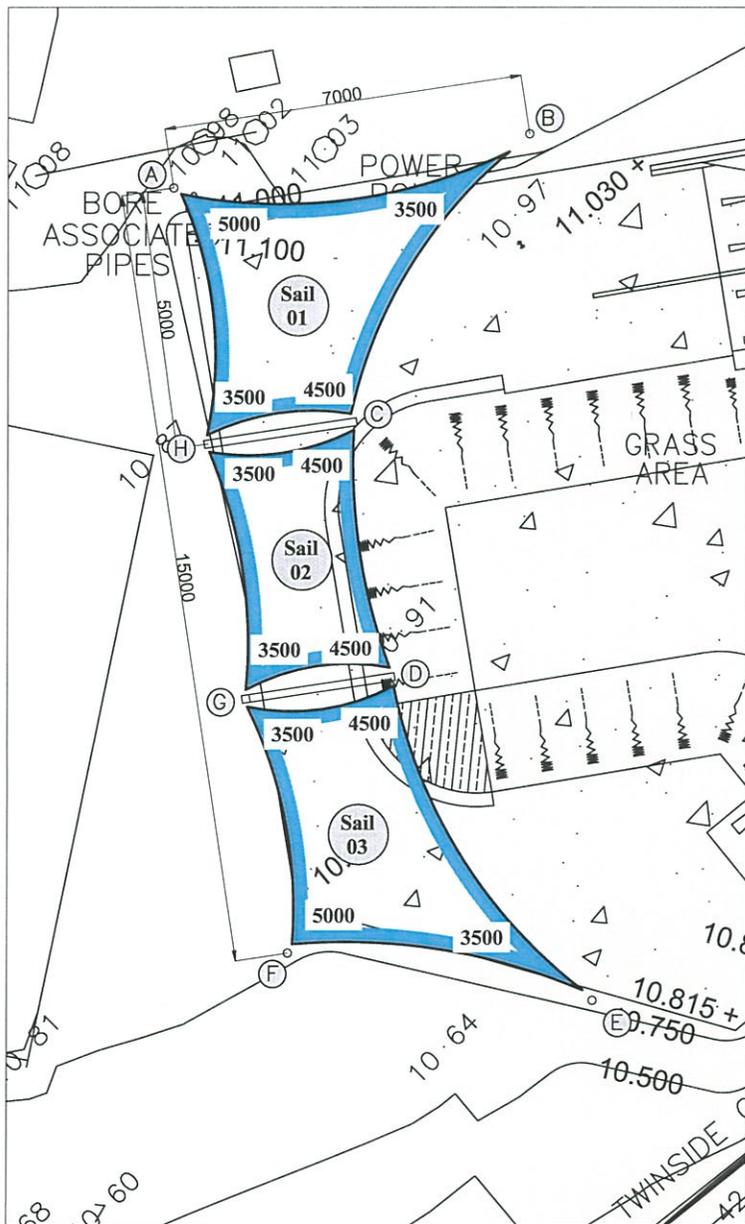
Attachment No. 6:

- Lease Agreement for the lease of Portion of Reserve 45364, May Holman Drive, between the Town of Bassendean and the Bassendean Community Men's Shed Inc;
- Annexure 1: Deposited Plan 67748;
- Annexure 2: Lessee's cleaning obligations;
- Land Owners' Disclosure before Completion of Land Transaction.

Attachment No. 7:

Minutes of the Audit & Governance Committee meetings held on 13 and 27 November 2019.

ATTACHMENT NO. 1



GROUND PLAN 1:100 (at A3)

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All drawings are for illustration purposes only. Final layout and heights may vary on site.



CLIENT:
Town of Bassendean

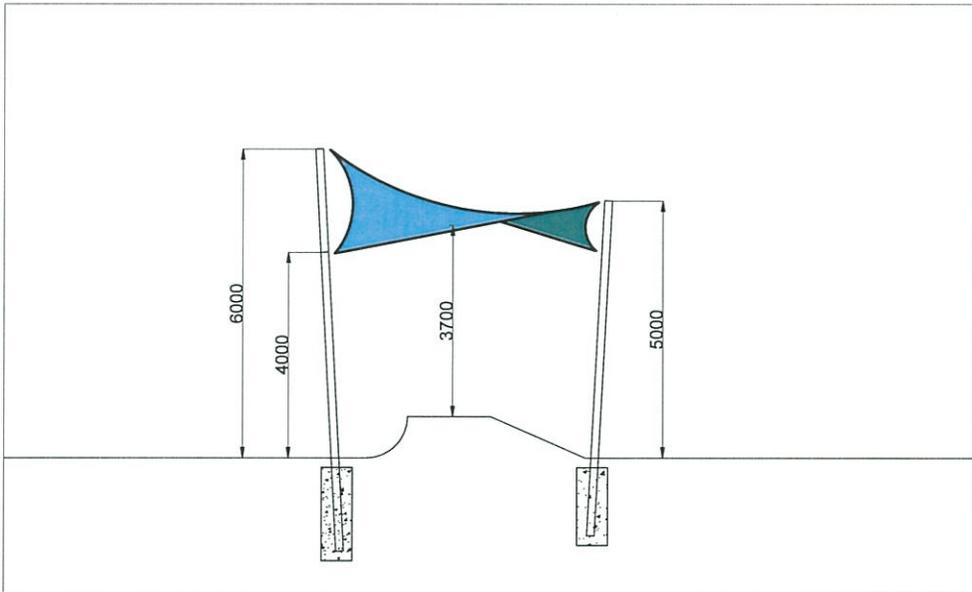
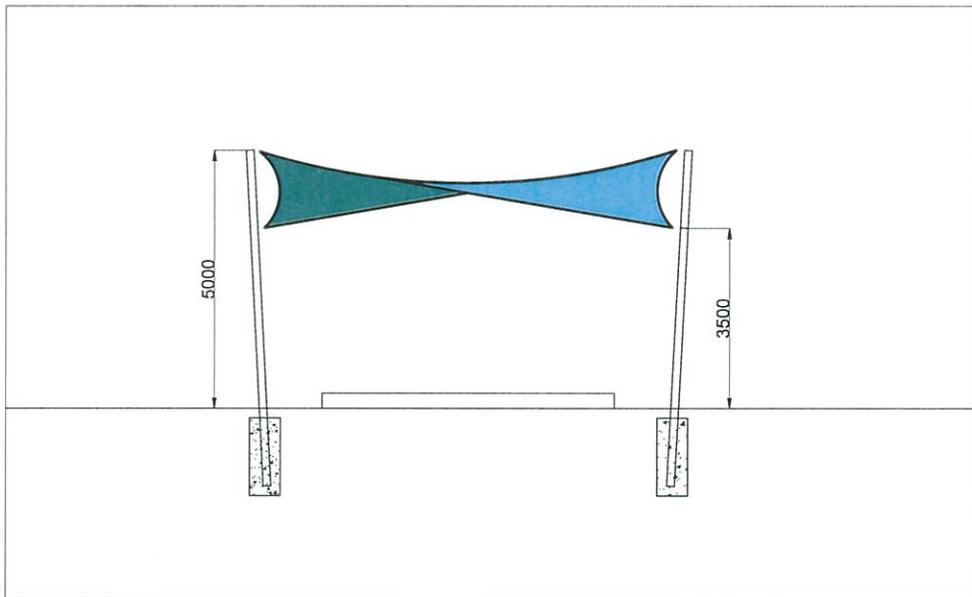
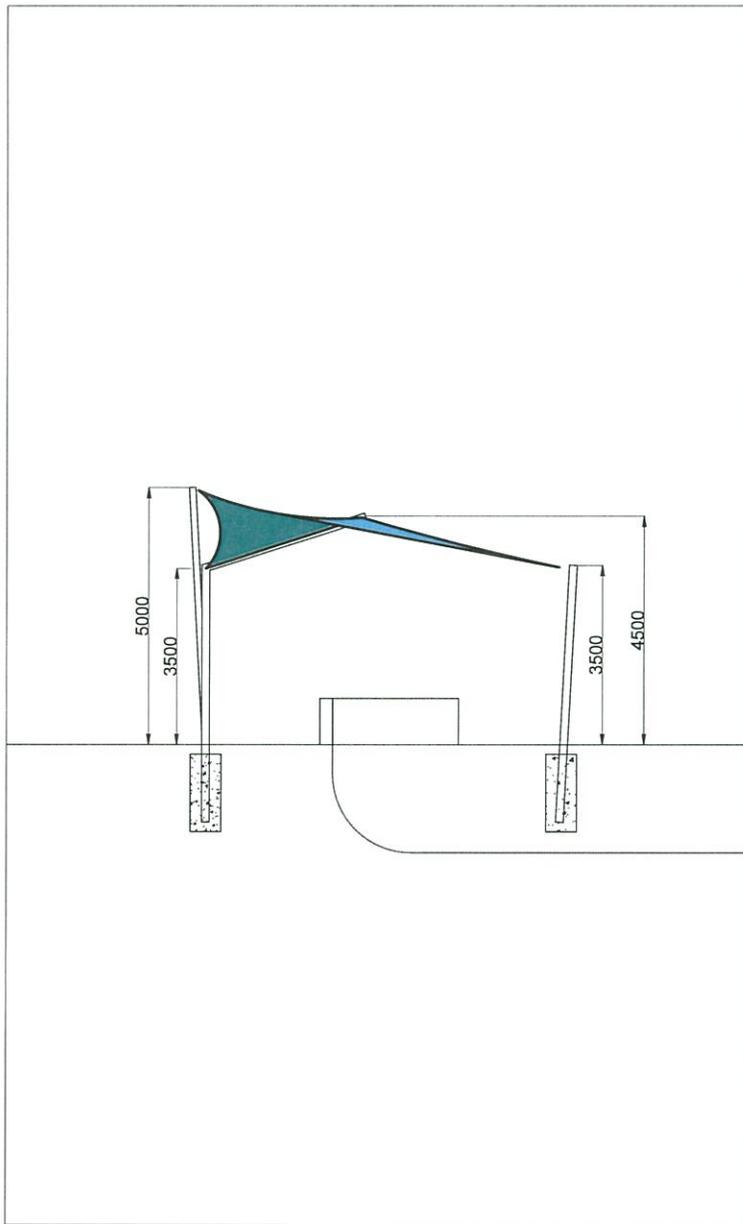
PROJECT:
SHADE SAIL STRUCTURE
Bassendean Skate Park

PROJECT ADDRESS:
1 (LOT 246) West Road
Bassendean WA 6054

DRAWING No.	OPTION 1
REVISION	A
DATE	13/11/2019
DRAWN BY	DW
SCALE	1:100 at A3

West Coast Shade
PO Box 384
South Fremantle, WA 6162
Ph: 9314 5450
admin@westcoastshade.com.au
www.westcoastshade.com.au





TYPICAL ELEVATION 1:100 (at A3)

CLIENT:
Town of Bassendean

PROJECT:
SHADE SAIL STRUCTURE
Bassendean Skate Park

PROJECT ADDRESS:
1 (LOT 246) West Road
Bassendean WA 6054

DRAWING No.	OPTION 1 (Elev)
REVISION	A
DATE	13/11/2019
DRAWN BY	DW
SCALE	1:100 at A3

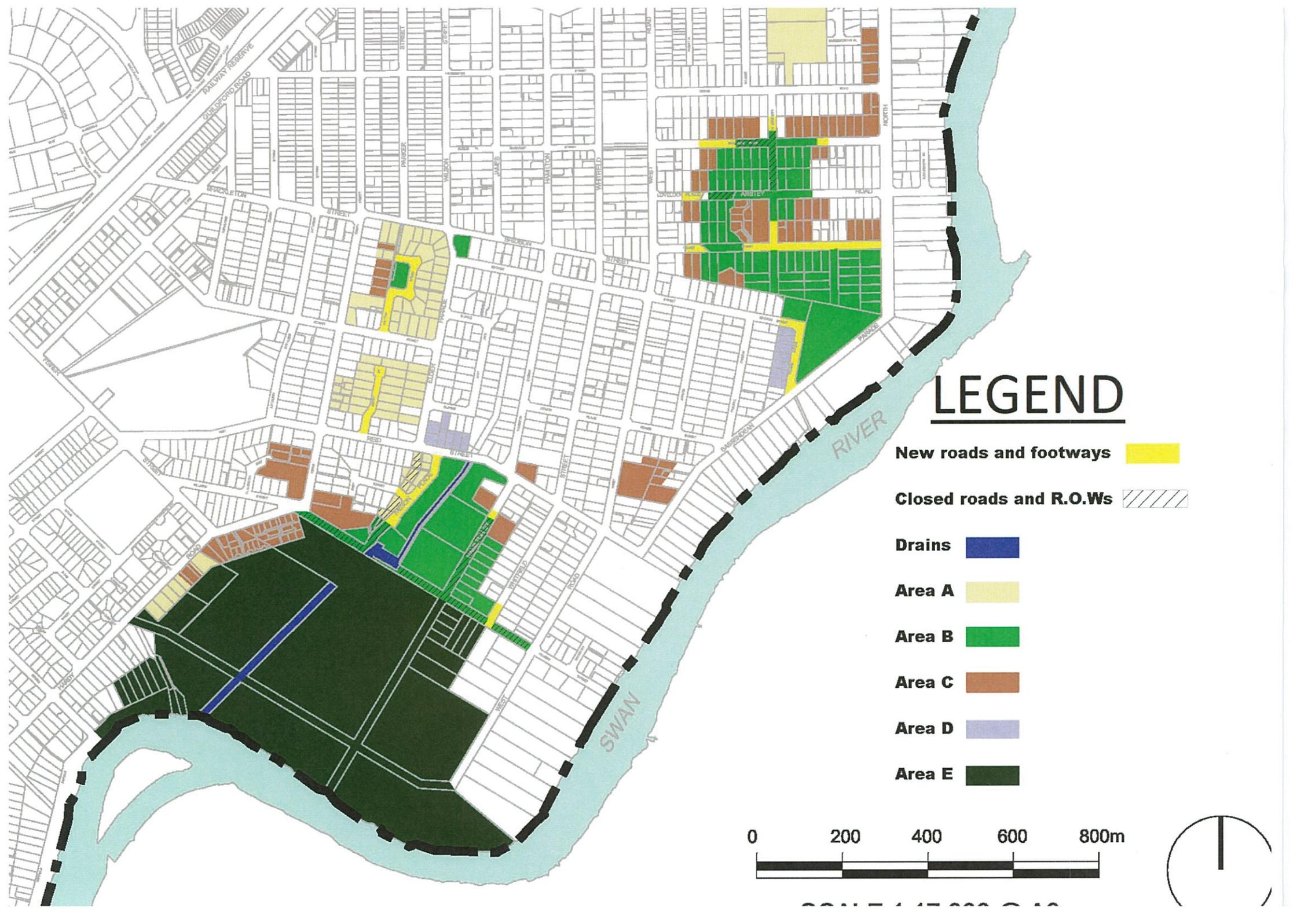
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ATTACHMENT NO. 2



LEGEND

New roads and footways 

Closed roads and R.O.Ws 

Drains 

Area A 

Area B 

Area C 

Area D 

Area E 



To: Mr Brian Reid
Manager Development Services
Town of Bassendean

Dear Brian

Thank you for meeting with me recently to discuss the family property on Hyland Street and Carnegie Road. I am writing to you as Executor of the Estate of Alesanda & Iva Kepinski.

The estate owns:

29 Hyland Street	(residential and parks/recreation zoning)
Lot 211 Carnegie Road	(parks/recreation zoning)
10 Watson Street	(residential zoning)
12 Watson Street	(residential zoning)

As we discussed, the family wishes to explore options in relation to 29 Hyland Street and Lot 211 Carnegie Road.

Possible options for these two blocks are:

1. Outright sale of the two properties, in accordance with TPS4A.
2. A land swap of the two blocks, similar to the arrangement with the Herbert's that are swapping 27 (Lot 100) Hyland Street for the block on Hamilton Street.
3. A land swap of: Lot 211 Carnegie Road and the northern section of 29 Hyland Street
For
The residential portion of 27 (Lot 100) Hyland Street.
The residential portion of 27 (Lot 100) Hyland Street and the southern section of 29 Hyland Street could be amalgamated with 12 Watson Street. This arrangement would depend upon being able to achieve a suitable subdivision of a combined 10 and 12 Watson Street.

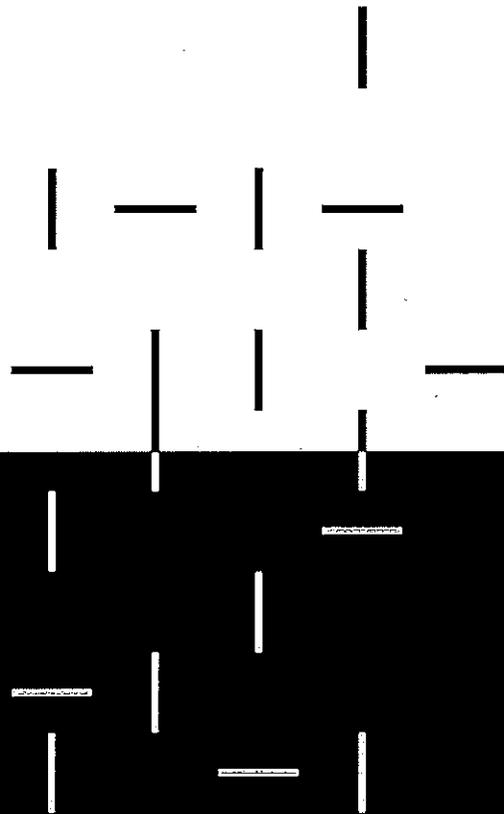
Can you please consider the above options, and I will discuss it with the other family members.

Best regards,

Henry Kepinski

ATTACHMENT NO. 3

|
— TAYLOR
— ROBINSON —
CHANEY —
BRODERICK —
|



Masterplanning

March 2019





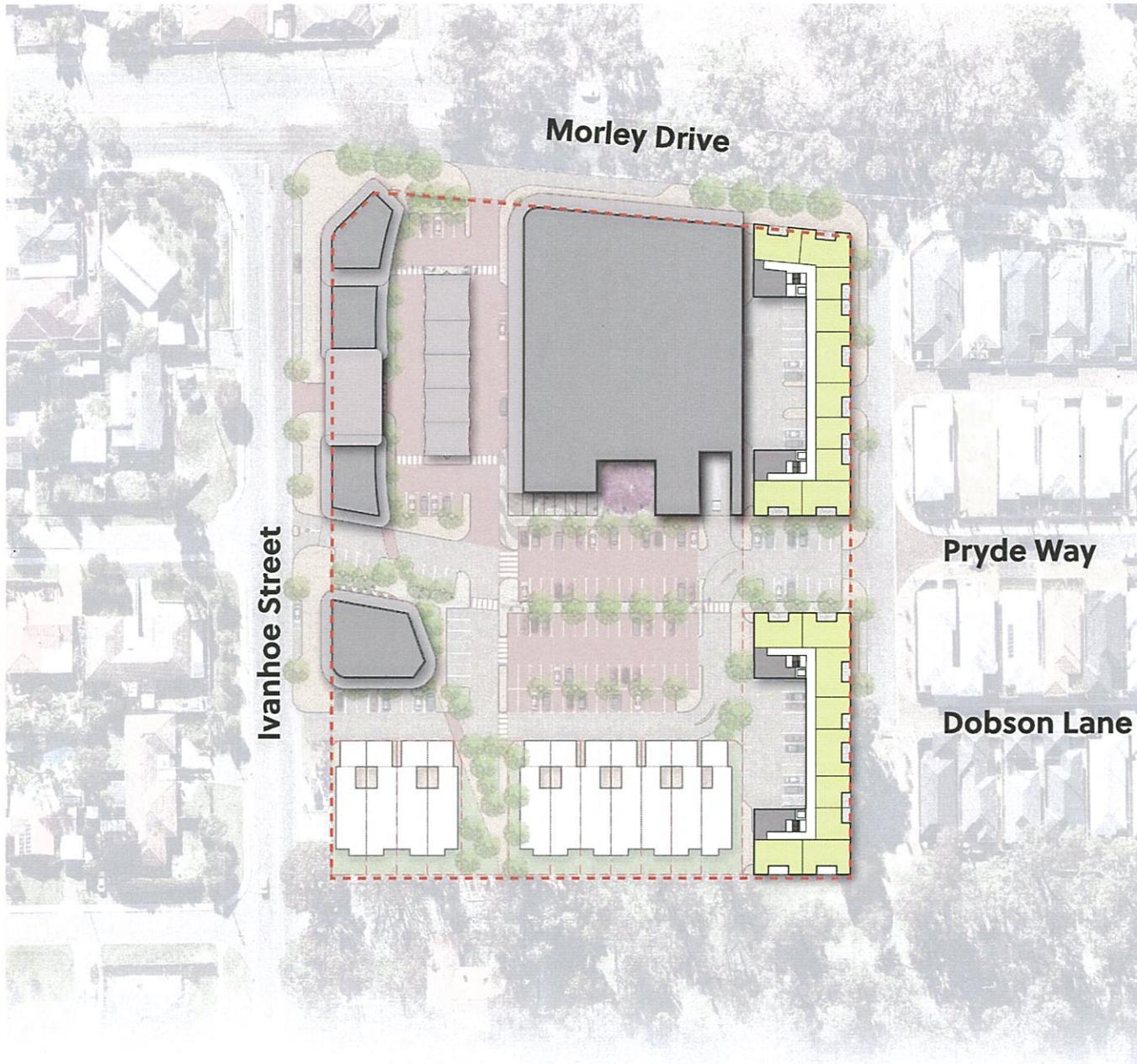
Legend

- Supermarket
- Retail/Commercial
- F&B
- Apartments

Total NLA 3,840m²

Total Car Bays 184 Bays
(4.8 Bays / 100m²)
169 On Site Bays
15 Street Bays





Legend

- Supermarket
- Retail/Commercial
- F&B
- Apartments

Total NLA **3,840m²**

Total Car Bays **184 Bays**
 (4.8 Bays / 100m²)

169 On Site Bays
15 Street Bays

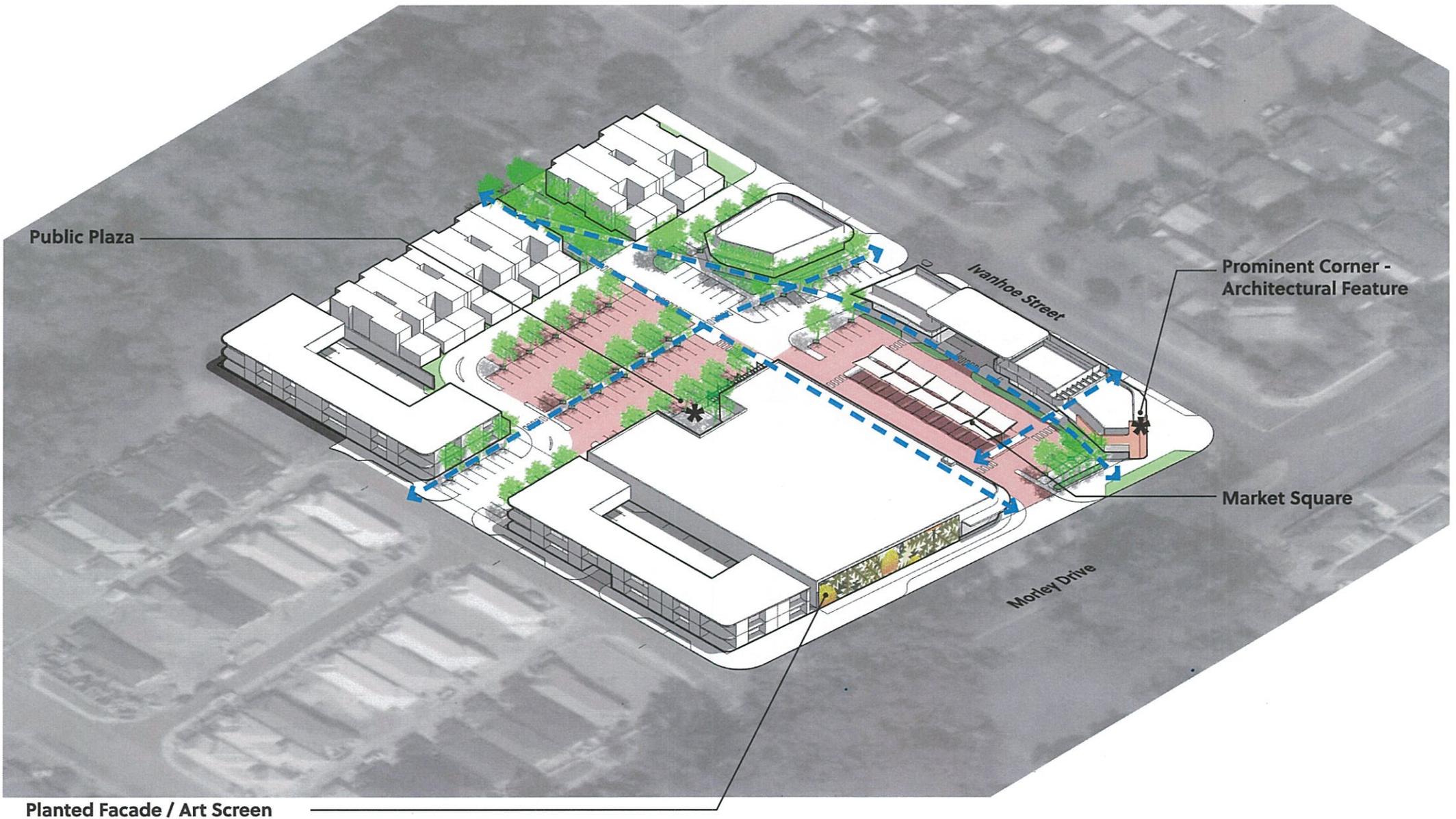




- Legend**
- - - Council Owned Site
 - - - Site Boundary











**FOR USE BY
NON-MEMBERS OF REIWA**

**CONTRACT FOR SALE OF LAND OR
STRATA TITLE BY OFFER AND ACCEPTANCE**

02/11 810
APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2011

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract

TO:

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS)

Birmingham Properties Pty Ltd as to a 1998/2000 share, Ladrift Pty Ltd as to a 1/2000 share and Matax Pty Ltd as to a 1/2000 share ..
all of care of Ernst & Young, 11 Mounts Bay Road, Perth, Western Australia 6000

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and the Special Conditions.

SCHEDULE

The Property at:

246 Morley Drive East, Eden Hill, Western Australia

Lot 5 Deposited/Survey/Proposed Strata/Diagram/Plan 41398 Whole/Part Vol 1357 Folio 796

A deposit of \$ of which is paid now and \$ to be paid within of acceptance.

To be held by ("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price **\$1,000,000.00 plus GST**

Settlement Date **See special condition 6 of Annexure A**

Property Chattels including

FINANCE CLAUSE IS APPLICABLE

LENDER:

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER:

.....

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause **IS NOT** applicable

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SPECIAL CONDITIONS

Annexure A special conditions attached to this Contract form part of this Contract

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NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES

CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause IS NOT Applicable" box in the Schedule then this clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the "Finance Clause IS Applicable" box in the Schedule then this clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
(1) immediately after the Contract Date make an application for Finance Approval to the Lender using, if required by the Lender, the Property as security; and
(2) use all best endeavours in good faith to obtain Finance Approval.
(b) If the Buyer does not comply with clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end under clause 1.2 and the Buyer may not terminate the Contract under clause 1.3.
(c) The Buyer must immediately give to the Seller or Seller Agent:
(1) an Approval Notice if the Buyer obtains Finance Approval; or
(2) a Non Approval Notice if Finance Approval is rejected at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) written Finance Approval has not been obtained; and
(b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
(b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if clause 1.5 applies, before the Contract is terminated:

- (a) written Finance Approval has been obtained; and
(b) the Buyer has given an Approval Notice to the Seller or Seller Agent;
then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Seller's Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice to the Seller or Seller Agent then at any time until an Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must advise the Seller or Seller Agent of:
(1) the progress of the Finance Application; and
(2) provide evidence in writing of the making of a Finance Application, in accordance with clause 1.1(a) and of any loan offer made, or any rejection; and
(3) if applicable the reasons for the Buyer not accepting any loan offer.
(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender the information referred to in 1.6(a).

1.7 Right to Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
(b) Clauses 23 and 24 of the 2011 General Conditions do not apply to the right to terminate; upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
(c) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if clause 1.5 applies, before the Contract is terminated. If waived this clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

Finance Approval means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and
(b) for the Amount of Loan; and
(c) which is unconditional or subject to terms and conditions:
(1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
(2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
(3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
(i) an acceptable valuation of any property;
(ii) attaining a particular loan to value ratio;
(iii) the sale of another property; or
(iv) the obtaining of mortgage insurance;
and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
(b) if no date is nominated in the Schedule, then 15 Business Days after the Contract Date.

Lender means:

- (a) the lender or mortgage broker nominated in the Schedule; or
(b) if the Buyer makes a finance application to, or if no lender is nominated in the Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western Australia.

Non Approval Notice means a Notice in writing by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been rejected or has not been obtained.

- 2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.
3. The 2011 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. If GST is applicable to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act]

Witness Date
...../...../.....
...../...../.....

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Town of Bassendean of Guildford Road, Bassendean
[If a corporation, then the Seller executes this Contract pursuant to s.127 of the Corporations Act]

Witness Date
...../...../.....
...../...../.....

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2011 General Conditions.

STRATA DISCLOSURES If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

CONVEYANCER The parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number.
BUYER'S REPRESENTATIVE SELLER'S REPRESENTATIVE
Name Signature Name Signature

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Annexure A

Special Conditions of Sale

1. Definitions

1.1 In this Contract:

Adjoining Land means the means Lot 4 on Diagram 41398 and being the whole of the land comprised in Certificate of Title Volume 598 Folio 181A and, where the context requires, includes any part or parts of that land;

Amalgamated Land means the amalgamation of the Land and the Adjoining Land;

Approvals means all approvals of any description whatsoever required by the Buyer, in the Buyer's absolute and unfettered discretion, to amalgamate the Land with the Adjoining Land;

Buyer's Cost of Remediation means all costs incurred by the Buyer to:

- (a) investigate, contain and remove any Contamination:
 - (i) on the Property; and
 - (ii) any other property which has migrated from the Property; and
- (b) remediate any Contamination on:
 - (i) the Property;
 - (ii) any other property where Contamination has occurred which migrated from the Property,

to the satisfaction of the relevant authorities including the cost of any third party engaged by the Buyer in obtaining reports in respect of the Contamination.

Contamination means anything that presents or may present a direct or indirect risk or harm to human health or the Environment.

Development means the construction of commercial and/or retail buildings and associated infrastructure and services on the Amalgamated Land. The Buyer may in its absolute and unfettered discretion make any changes to the Development and to the Land provided that such changes are approved or required by any competent Authority;

Environment means all components of the Earth, including each and any combination of the constituents of:

- (c) the land, air and water and any living organism in any of them;
- (d) the atmosphere;

- (e) any organic or inorganic matter; and
- (f) structures, buildings and other human-made areas.

Force Majeure means, in relation to either Party, any circumstances beyond the control of that Party including, without limitation, any act of God, strike, lock-out or other interference with work, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, embargo, unavailability or delay in availability of supplies, equipment or transport, refusal of or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations, that results in it being unable to perform in whole or in part any obligation under this Contract.

Land means Lot 5 on Diagram 41398 and being the whole of the land comprised in Certificate of Title Volume 1357 Folio 796 and, where the context requires, includes any part or parts of that land;

- 1.2 A covenant or agreement entered into or made by more than one person or persons and/or corporation or corporations shall be binding upon such person or persons and/or such corporation or corporations jointly and each of them severally.
- 1.3 The singular number includes the plural number and the masculine gender includes the feminine and neuter gender and vice versa.
- 1.4 The headings to these Special Conditions shall not affect the construction and interpretation thereof.
- 1.5 Nothing in this Contract is to be interpreted against a party on the ground that the party put it forward.
- 1.6 Reference to any statute or enactment (State or Federal) shall include all statutory amendments and re-enactments thereof for the time being in force and regulations or by-laws thereunder.
- 1.7 Wherever the term Land, is used in this Contract those terms shall, where the context permits, be construed as if the words "or any part thereof" were inserted immediately following each occasion upon which those terms are used.
- 1.8 Where there is any inconsistency between the 2011 General Conditions applying to this Contract and the Special Conditions, the Special Conditions will prevail.
- 1.9 Words of inclusion are not words of limitation.

2. Contract conditional

- 2.1 This Contract is subject to the condition precedent that the Buyer is satisfied, in the Buyer's absolute and unfettered discretion, of the results of the report of the investigations in respect of any Contamination on the Property or other properties where Contamination on those other properties has migrated from the Property (**Investigations Report**).

- 2.2 Should the Buyer not be satisfied, in its absolute and unfettered discretion, of the results of the Investigations Report, the Buyer may at any time up to one month after receiving the Investigations Report, by notice in writing ("Notice") terminate the Contract, whereupon the Contract shall be at an end.
- 2.3 If the Buyer does not deliver a Notice within the time specified in sub-clause 2.2, then the Buyer shall be deemed to have waived the benefit of the condition precedent in this clause.
- 2.4 The condition precedent in this special condition may be waived by the Buyer but not the Seller.
- 2.5 The Seller must provide reasonable access to the Buyer and the Buyer's agents, contractors and employees for the purposes of carrying out the investigations of any Contamination on the Property or other properties where Contamination on those other properties has migrated from the Property.
- 2.6 The Buyer must use all reasonable efforts to expeditiously:
- (a) arrange an inspection of any Contamination on the Property and other properties where Contamination on those other properties has migrated from the Property;
 - (b) procure an Investigations Report; and
 - (c) deliver a copy of the Investigations Report to the Seller.
- 2.7 If this Contract terminates under this special condition, then:
- (a) each party will be released from its obligations to further perform this Contract except for the obligations under this sub-clause (g);
 - (b) each party will retain its rights against the other in respect of any past breach of the Contract;
 - (c) the Seller, in accordance with special condition 10, shall pay to the Buyer, the Buyer's Cost of Remediation; and
 - (d) all moneys paid by the Buyer shall be repaid to the Buyer.

3. Development

The Buyer shall, as soon as practicable after Settlement, arrange for the construction of the Development, including applying for any required approvals for the Development.

4. Option to Repurchase

- 4.1 If at least three (3) years after Settlement the Buyer has not Commenced Construction of the Development and the Seller, acting in good faith, provides written notice to the Buyer requiring the commencement of the Development within six (6) months after such written notice to the Buyer and the Buyer has not commenced the Development after the expiration

of that notice the Seller shall have the option upon giving to the Buyer thirty (30) days notice in writing to re-purchase the Property for an estate in unencumbered fee simple in possession from the Buyer for the re-purchase price (as determined pursuant to special condition 4.2 hereof).

4.2 Subject to special condition 4.3, the re-purchase price to be paid by the Seller will be the higher of:

- (a) the Purchase Price; and
- (b) the current market value of the Property,

plus the Buyer's reasonable costs and expenses to re-subdivide the Amalgamated Land to remove the Land from the Amalgamated Land. For the sake of clarity, the amount of the rebate provided in special condition 6 shall not be deducted from the re-purchase price.

4.3 Any dispute as to the current market value of the Property will be determined by a valuer appointed by the President for the time being of the Australian Property Institute (Inc) Western Australian Division. The appointed valuer who will act as an expert and the valuer's decision will be final and binding on the Seller and Buyer.

4.4 The Buyer hereby charges the Property in favour of the Seller for the purpose of securing the Buyer's obligation to complete the Development and acknowledges and agrees that the Seller may lodge an absolute caveat against the title to the Property in respect of the option granted to the Seller pursuant to this Condition and the Buyer shall not take any action to remove such caveat. The option hereby granted shall continue notwithstanding any transfer or other dealing with the Property. The Seller will execute and lodge with Landgate a withdrawal of the caveat within 14 days after the Seller has been notified by the Buyer that the Development has Commenced Construction.

4.5 Upon the exercise of the option to re-purchase by the Seller under special condition 4.1:-

- (a) settlement shall take place on the date being thirty (30) days after the notice to re-purchase is given under special condition 4.1;
- (b) the Seller shall prepare and the Buyer shall execute a registrable transfer of the Property in favour of the Seller;
- (c) the re-purchase price as determined pursuant to special condition 4.2 shall be paid to the Buyer the transfer registered and possession given and taken on the date of settlement;
- (d) rates and taxes shall be adjusted as at the date of settlement;
- (e) the Seller shall pay the cost of the preparation and registration of the transfer and all stamp duties and registration fees; and
- (f) the Buyer shall sell the Property to the Seller free of all encumbrances except those existing at the date of Settlement of this Contract.

4.6 The consideration for the option to purchase hereby granted is the execution of the Contract.

4.7 In this clause **Commenced Construction** means the stage of construction where there is an initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

5. Contamination

5.1 The Parties acknowledge and agree that the Property may contain Contamination and that other properties may contain contamination which has migrated from the Property.

5.2 Subject to special condition 2, the Buyer agrees to undertake the following with respect to the Contamination on the Property and any Contamination on other properties which has migrated from the Property:

- (a) investigate the extent of any Contamination on the Property and on other properties where Contamination on those other properties has migrated from the Property;
- (b) consult with the relevant authorities regarding remediation of any Contamination on the Property and on other properties where Contamination has migrated from the Property; and
- (c) remediate any Contamination on the Property and on other properties where Contamination has migrated from the Property,

and may engage such consultants and contractors, that the Buyer considers are required, to undertake the matters referred to in special condition 5.2(a) to (c)

6. Settlement

6.1 Settlement shall take place on the day that is 20 Business Days after the later of:

- (a) the withdrawal of Memorial M035633 and any other limitation, interest, encumbrances and notification that may be on the title to the Property due to any Contamination on the Property; or
- (b) the date the Buyer provides notice to the Seller that the Buyer is willing to proceed to Settlement with Memorial M035633 or any other limitation, interest, encumbrances and notification that may be on the title to the Property due to any Contamination on the Property remaining on the title to the Property.

6.2 The Parties acknowledge and agree that if Memorial M035633 is not to be removed and/or other limitation, interest, encumbrances and notification that may be on the title to the Property due to any Contamination on the Property is not to be removed, the Buyer may, by giving notice at any time, terminate this Contract and:

- (a) each party will be released from its obligations to further perform this Contract except for the obligations under this sub-clause 6.2;

9.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the Parties will enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

10. Buyer's Cost of Remediation

10.1 If, for any reason, Settlement does not occur and the Contract comes to an end, then in addition to any other rights the Parties may have, the Seller must, on termination of the Contract, pay to the Buyer, the Buyer's Cost of Remediation.

10.2 The Seller agrees to charge to the Buyer the Property to secure the payment to the Buyer of the Buyer's Cost of Remediation and agrees to do all that is necessary for the purpose of allowing the Buyer to lodge a subject to claim caveat against the Property to secure same.

11. GST

If any payment made by one party to any other party under or relating to this Contract constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breaches, termination, and indemnities arising from this Contract.

12. Confidentiality

12.1 The Parties, including their respective officers, employees and agents, must not (directly or indirectly) disclose to any person, or use or permit to be disclosed or used for any purpose other than a purpose contemplated by this Contract, the terms of this Contract or any matter or information whatsoever connected with the subject matter or the terms of this Contract except:

- (a) information that is in the public domain as at the Contract Date or subsequently enters the public domain without any breach of either party's obligations under this clause;
- (b) as the Parties otherwise agree in writing;
- (c) the information is required to be disclosed or used by employees in the proper performance of the obligations of this Contract;
- (d) such disclosure is required by law or order of a court of competent jurisdiction or by order of an applicable governmental authority; or
- (e) such disclosure is necessary for the purposes of the party receiving professional advice.

12.2 This clause 12 survives termination of this Contract.

ATTACHMENT NO. 4

Whitfield Street Safe Active Street

September 2019
Consultation Analysis

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1. Executive Summary

The Town of Bassendean sought targeted feedback from directly impacted residents and businesses and schools on its plan to create a Safe Active Street on Whitfield Street, Bassendean, in a joint project with the State Government, using \$1.2 million in funding.

Several rounds of consultation have occurred previously. This was a final check to show and discuss the final design with Whitfield Street property owners and occupiers, and discuss the impact of the construction process.

2. Background

Construction is planned to start on Whitfield Street in early 2020 to create a corridor between Guildford Road and Sandy Beach Reserve for safer cycling, walking and all modes of transport. The work will improve road crossings along Whitfield Street, upgrade signage and add landscaping. The project is funded by the Department of Transport and managed by the Town of Bassendean.

Consultation was covered in the Motion carried by Council in July 2019.

OCM – 14/07/19 MOVED Cr McLennan, Seconded Cr Quinton, that Council:

1. **Receives and approves the design of Whitfield Safe Active Street for the purpose of final consultation on the detailed designs with residents of Whitfield street, Bassendean Primary School and P&C, businesses located on Whitfield Street and any community members who provided feedback during the initial consultation;**
2. Approves further community engagement on the Whitfield Safe Active Street as outlined in this report;
3. **Requests that, where possible, deep root zones be incorporated into vegetated slow points to allow for the planting of additional shade trees;**
4. **Requests that the Town undertake street tree planting in alignment with the Town's target of 70% canopy cover of road reserves on verges along the west side of Whitfield Street during the 2020 winter planting season to further improve walkability of the safe active street;**
5. **Requests a further report be presented to Council following consultation on the detailed designs outlining**

any further feedback, any proposed changes and seeking approval of the design for construction;

6. Endorses construction take place during the school holiday period to minimise disruption to the school community.

3. Methodology

Letters were sent to directly impacted residents, schools and property owners/occupiers on Whitfield Street, inviting them to provide comments by email or contact the Engineering Technical Coordinator to arrange a site visit. See letter below.

Discussions were held with:

- Hawaiian Shopping Centre management
- Bassendean Primary School principal and director of corporate services
- School P&C president
- Education Department's maintenance coordinator
- Several residents and business people at their request
- Mr Rohan Howatson, representing residents in the cul-de-sac

The Town hosted a page on its Your Say Bassendean website, inviting residents to send in questions to be answered about the project. An indicative flyover video was also provided and publicised on Facebook and Your Say Bassendean.

When community consultation finished the Town collated and considered all submissions received.

Copy of letter sent to residents:

Whitfield Safe Active Street – impact on your property

Dear Resident,

The Town is making you aware that we are progressing plans to make Whitfield Street into a safer street for walking and cycling.

See the video and more information here at <https://www.yoursay.bassendean.wa.gov.au/whitfield-st-safe-active-street1>

We have now completed the design for the Whitfield Safe Active Street and want to give you the opportunity to ask any questions about the construction work or the impact on your property.

Please have your say by Friday 6 September 2019 by:

- Sending an email to yoursay@bassendean.wa.gov.au
- Contacting the Town's Engineering Technical Coordinator David Dwyer on 9377 8000
- Asking us to contact you on the web link above.

Activation of the route will be planned and delivered in collaboration with the Town, Department of Transport, local residents, schools and businesses.

Yours sincerely

Phillip Adams

A/Executive Manager Infrastructure

4. Engagement Summary

Engagement summary	
<p>We asked for feedback on the final design for the Safe Active Street proposal for Whitfield Street.</p>	<p>You said:</p> <p>“We do not see it is necessary to invite increased foot traffic into a quiet, no through road section.”</p>
<p>Concerns raised:</p> <ul style="list-style-type: none"> • Vehicle access • Noise • Increased pedestrian traffic in cul-de-sac • Access for rubbish trucks • Safety at intersections 	<p>“I request you consider the impact on residents considerably more than the temporary parking needs of short term school users.”</p> <p>“With the installation of permanent traffic calming fixtures, I am concerned that the immediate neighbourhood will be subject to ongoing and increased traffic noise.”</p>
<p>You participated</p> <p>Mailout to residents</p> <p>Meetings</p>	
Next steps	
<p>We are now reviewing all community input.</p>	

5. Petition

Mr Rohan Howatson, on behalf of residents in the cul-de-sac southern end of Whitfield Street, has re-presented a submission from three years ago.

To whom it may concern,

We are ratepayers on the cul-de-sac section of Whitfield Street below Reid Street.

There was a connecting pathways proposal two years ago to connect the pathway from Whitfield/Reid St to the cul-de-sac end of Whitfield Street and the majority of ratepayers signed a petition against the pathway and it was discontinued by Council.

We understand the Safe Active Street development, but the views of a pathway on the cul-de-sac section of Whitfield Street remain. We are against a pathway development on this section of the street.

I will resend relevant emails from 2016 on this issue and hope that Council respects the wishes of the majority of ratepayers on this culdesac section of Whitfield St.

Submission to Support Whitfield Street Pathway Petition

The majority of residents on the no through road section of Whitfield Street do not support the construction of a pathway for the following reasons:

- We do not see it is necessary to invite increased foot traffic into a quiet, no through road section of this street. It could also invite greater access to an area of Ashfield Flats by certain individuals that Council should not encourage. Recent fires started in this area, damage to vegetation that is marked for protection and damage to pine log barriers at the edge of the area serve to highlight this concern.
- We understand the pathway proposal may have resulted as part of a “connecting pathways” strategy in the town, linking the existing Whitfield St pathway that terminates at Reid Street with the small pathway at the end of the no through road that provides access to West Road. Again, Council should not encourage greater use of this pathway. It is very isolated, surrounded by a significant area of bushes and vegetation, and is unlit, presenting safety concerns for adults and children. This pathway should remain a low use pathway to provide residents at this end of Whitfield Street with access to West Road, but it should not be encouraged for greater public use. Furthermore, residents coming down the existing pathway on Whitfield Street can access West Road by turning left and using the existing Reid Street pathway – an area that is safer and well lit and provides the same access.

- Finally, residents wish to maintain the open verges, rather than add additional concrete that will also impact the environment, particularly in relation to heat. The no through road section of Whitfield Street is a place where families play on the verges and street and greet their neighbours in the street. Yes, admittedly this is a romantic pastime of life on a cul-de-sac in Aussie suburbia that may increasingly be diminished today, but it is one we wish to hang onto and is a key reason many recently invested in this location.

Additional notes for Council:

- 5-6 ratepayers were not consulted for the petition due to unavailability, but several would be expected to support it.
- Of the total ratepayers consulted, only 2 were neutral (the reasons were that 1 was on the corner of Whitfield Street and Reid Street and 1 wanted to possibly take advantage of upgrading an asphalt crossover and had requested a quotation). I would hope that the majority of residents support for the petition would not preclude this ratepayer from having a new crossover constructed. Also, only 2 were in favour of the pathway (1 of these did not have a reason for support, while the other believed it would help prevent requirement for completing a firebreak).
- A strong "take-home" message for Council is to consult ratepayers over such decisions, something I now understand will occur. A lot of time and effort by council, departments, individuals, pathway contractors etc already has been absorbed and work schedules interrupted. An initial letter informing residents of pathway commencement in 5-7 days, then a following letter of the pathway shift to back of kerb before commencing the following week (at the same time advising residents to inform council of verge reticulation or requests for crossover upgrades), is not suitable.
- Hopefully the follow-up consultation with ratepayers will not draw the apathy that can be commonplace with such material and lessen the view that already has been expressed in the petition.

Yours sincerely
Rohan Howatson
xx Whitfield St

Engineering response: A meeting was held with Mr Howatson at Council offices on 19 August to get a clearer understanding of his concerns.

6. Survey responses

Question	Response
<p>1 Will you clarify the following: The above; The Whitfield/Palmerston and Whitfield/Reid intersections will have the traffic flow direction modified but these are major routes which include a bus route? The modification with only a give way and not a stop signal will increase the risk to cyclists at these busy and high speed intersections. Please confirm what design risk assessments have been undertaken at these intersections and how will the risks be managed as there is the Bassendean Primary school nearby and all the school children will have to relearn the right of way and 'hope' drivers also adapt. The introduction of dedicated parking bays along Whitfield Street with the additional traffic calming measures has the effect of narrowing the roadway width which brings cyclists into closer proximity with cars. Also encouraging the parking of cars on the roadside with cyclists riding past increases the exposure of a cyclist to an a potential impact with an opening vehicle door. The introduction of trees into the roadway together with the on-road vehicle parking will introduce considerable obstructions to driver sight lines as residents access the street from their driveways, increasing risk to cyclists, has this been considered in the design risk assessment? There appears to be a pedestrian footpath installed on the verge between Reid and the end of</p>	<p>The design has the priority at the intersections of Whitfield/Reid and Whitfield/Palmerston.</p> <p>These intersection modifications have been reviewed and approved by Main Roads WA (the governing body on regulatory road signage and intersections priority in WA), Public Transport Authority (the Governing body on bus routes), Department of Transport (project partner for Whitfield Safe Active Street) and the Town's Traffic Engineering and Design Consultant.</p> <p>The intersection modifications feature a raised plateau on the approaches of Palmerston St and Reid St, and a raised intersection at Whitfield St, to reduce the speed of vehicles as they approach. There will also be additional signage installed to advice drivers of a "Modified Intersection Ahead".</p> <p>The sign-posted speed for Whitfield Street will be 30km/h. Drivers must always adhere to the Road Traffic Code requirements and provide a 1m clearance to cyclists. Whitfield Safe Active Street will not be creating any additional attractions requiring vehicle parking so there is unlikely to be any increase in street parking.</p> <p>The trees in the design are used to delineate and "bookend" street parking, whilst also physically and visually narrowing the street to inforce the 30Km/h speed limit. The trees will be under pruned to allow</p>

	<p>Whitfield Street, residents of the street have previously objected to this as the road is a no through road with very limited traffic, therefore why the need for traffic calming trees in the roadway? Please note simply changing the colour of the road surface does not make a road any safer for cyclists, separation of cyclists from vehicles is the only safe cycle route design.</p>	<p>for better visibility. The slow points have been designed to allow access to all properties.</p> <p>The Safe Active Street is not only designed for cyclists, it also caters for all pedestrian modes of transport. People walking, or using the aid of wheelchairs and mobility scooters will be able to use separated footpaths without being forced to use the road, similar to all other sections of Whitfield Street.</p> <p>Note: Footpath between Reid St and Cul-de-sac will be removed.</p>
<p>2</p>	<p>The queries are:</p> <ol style="list-style-type: none"> 1. We have three olive trees on the front of our property, will these be removed? 2. Has a project schedule been developed, advising when the construction will start at our property? 3. Could we be able to get the dimensions of the footpath for the corner of Reid and Whitfield street understanding how much verge will be removed. 4. With the new footpath on the verge corner of Reid and Whitfield streets, what type of vegetation will be now installed? 	<ol style="list-style-type: none"> 1.The three olive trees on the verge in front of your property will not be removed. 2.The construction schedule has not been developed yet. Works are expected in early 2020. You will be notified prior to construction works beginning near your property. 3.The path is 1.8 metres wide but width may be modified to 1.5 metres if there are conflicts with verge trees or utilities. 4. As part of the Safe Active Street construction, there is no proposed vegetation to be planted on the corner of Reid and Whitfield St so that sight lines are not impeded for drivers and pedestrians. The verge will be reinstated around the path to its current condition. <p>Note: Footpath between Reid St and Cul-de-sac will be removed.</p>

<p>3</p>	<p>I am wondering how/if the Coles trucks will exit their docking area?</p> <p>Will they continue to exit up Whitfield Street (past the bowling club)?</p> <p>If so, they will be driving up the 'safe active street' regularly which kind of defeats the purpose of a safe street - to have huge trucks mixing with kids on bikes.</p> <p>Will there be an option for the trucks to exit directly onto Guildford Road to avoid this not ideal scenario?</p> <p>Also, initial planning had a dead-end planned for cars for Whitfield Street (at Old Perth Road end), so traffic couldn't go through to the shops.</p> <p>This looks like it isn't going to occur?</p> <p>Again, there will be a large mix of cars on the Safe Active Street in order to access the shops.</p> <p>Making it a dead-end like originally planned would alleviate that also.</p> <p>Can you please confirm if the street will remain open instead of the dead-end?</p>	<p>You asked whether trucks will exit their docking area and continue to exit up Whitfield Street past the bowling club? Yes.</p> <p>The Safe Active Street has been designed to improve the safety of pedestrians and cyclists while also allowing for delivery vehicles to service the shopping centre.</p> <p>Will there be an option for the trucks to exit directly onto Guildford Road to avoid this not ideal scenario? Not as part of this project.</p> <p>However the Town is investigating options for alternative vehicle movements for access to the shopping centre through its Integrated Transport Plan.</p> <p>Initial planning had a dead-end planned for cars for Whitfield Street. Following analysis of the required vehicle movement for service vehicles such as rubbish trucks, the proposed cul-de-sac will not be implemented. However, slow points and speed restrictions will be used to discourage heavy vehicles and through traffic from using Whitfield Street south of Old Perth Road. These treatments will still allow for kerbside bin collections.</p> <p>Note: No change to design</p>
<p>4</p>	<p>We live at XX Whitfield St. I have had a look at the flyover video. It appears there will be a slowing down zone/ island installed right out our driveway.</p>	<p>Engineering Technical Coordinator meet with residents of both homes within this subdivided block on the 6/09/19.</p>

	<p>We are on a subdivided block, with a shared driveway with neighbours. Our driveway links to the neighbours at XX.</p> <p>Directly opposite our driveway is a new driveway, for a house yet to be built. That is also right next to their neighbors driveway. It is a very busy space for residents.</p> <p>A Council officer has come out to meet with myself and neighbour, which was great. Very helpful, so that was much appreciated.</p> <p>Is there some flexibility to move these zones past the driveway of XX, where there appears to be more space to work with? Both I and our neighbours have trailers, which we use frequently, and entry and exit will become challenging. In particular when the new house/ driveway opposite becomes active.</p> <p>I understand that within the planning there was consideration for vehicles that park on the st, in particular around school times and that is perhaps one of the determinants of what goes where. I am also mindful that there are significant logistics involved.</p> <p>However, I request you consider the impact on residents considerably more than the temporary parking needs of short term school users. We would like to be confident our voices are heard. Thank you, I look forward to hearing more on the project.</p>	<p>Note: design change to this slow point have been made in shape and size.</p> <p>alternative location for this slow point was investigated but due to drainage pits to the north, crossovers and raised intersection to the South this is the preferred location to create a self enforcing 30km/h road environment.</p>
5	<p>As a resident of the apartments on xx Old Perth Road, I would like more information as to what is happening on</p>	<p>Below is a screen shot of the Design Drawing for section in front of xx Old Perth Road.</p>

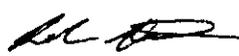
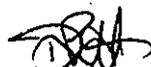
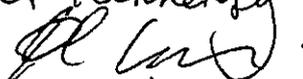
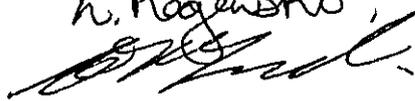
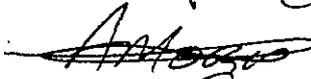
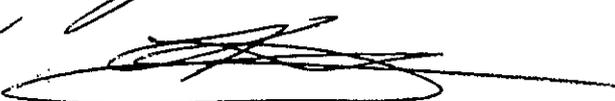
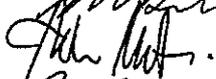
	<p>the street outside of the main access point of our driveway.</p> <p>The diagram on your website is confusing and there is no specific information about that portion of the street, even though it is clearly different to the other areas proposed. I was only informed about this "safe active street" development after the consultation period was closed.</p> <p>Please provide clear information about how the street and/or driveway access will be affected.</p>	<p>The section of Whitfield Safe Active Street in front of xx Old Perth Road will sign posted at 30Km/h and have red asphalt between the existing kerb and parking bays on the other side of street, also a vegetated slow point and tree pits to define the end of parking areas. There will be no changes to your driveway access.</p> <p>Note: No change to design.</p>
6	<p>It seems from the video we are losing half our grass verge and having it replaced with a concrete parking bay. We are strongly opposed to this and would like to know how we can have this removed from the planning.</p>	<p>As discussed with xx last week there will not be a concrete parking bay on the verge in front of your property.</p> <p>Note: No change to design</p>
7	<p>We have noted on the plans that no allowance has been made for the new driveway that will be needed for the rear block at xx Whitfield Street which is directly opposite xx Whitfield Street.</p> <p>Can you please advise if this has been considered when planning construction of the vegetated slow point at what is going to be a very congested point on Whitfield Street with four driveways facing each other (xx and xx, and xx and xx Whitfield Street).</p> <p>Further, we remain concerned as to the ability to access our driveway (xx Whitfield Street) when reversing trailers, camper trailers and cars (all of which we own) up our driveway which will be restricted by the construction of the vegetated slow point. Reversing up our driveway enables the ability for</p>	<p>Thank you for your email regarding the Whitfield Safe Active Street design and the follow up meeting on site last Friday with xxx.</p> <p>Your comments and coinsurance regarding the proximity of slow point to your cross-over, access and bin collection have been noted and will be compiled with other comments received.</p> <p>If you have any other questions regarding the design, please feel free to get in contact.</p> <p>Note: design change to this slow point have been made in shape and size.</p> <p>alternative location for this slow point was investigated but due to</p>

	<p>us to drive out onto the road front ways which has always been a safety aspect particularly with school traffic. This is something that will continue to be of importance, particularly with the proposed construction of the Safe Active Street.</p> <p>Can you also please explain how rubbish collection will occur at the vegetated slow point which is directly in front of our verge where the bins are currently placed. Where will the bins need to be placed for collection i.e still on the verge or on the road in the slow point gap?</p> <p>These concerns were raised at the initial feedback meeting 1 March 2018. To date this has not been addressed that we are aware of.</p> <p>Your response would be greatly appreciated.</p>	<p>drainage pits to the north, crossovers and raised intersection to the South this is the preferred location to create a self enforcing 30km/h road environment.</p>
8	<p>In regards to the Whitfield Street Active Street proposal, we own two properties on Palmerston Street so are interested to know if you expect a change in traffic levels or parking if the safe street is implemented? In particular, the section on Palmerston Street between Whitfield Street and West Road as we own number xx Palmerston.</p>	<p>We are not expecting an increase in parking or traffic volumes along Palmerston St. There is expected to be reduction in traffic speeds on Palmerston St due to the approach speed plateau and raised intersection at Palmerston St and Whitfield St, all so Whitfield will be designated as a 30km/h Street</p> <p>Please see extract from design drawings below showing the modifications at intersection of Palmerston St and Whitfield Rd.</p> <p>Note: No change to design</p>

<p>9</p>	<p>Has Council looked at the option of the Whitfield safe active street turning left at Reid Street and then right at West Road down to Sandy Beach, thereby using the existing pathways that are already developed?</p> <p>If above is dismissed and the current proposal extending to Whitfield Street culdesac is about safety, then the current proposal also has some concerns. I notice Reid Street traffic is going to have to come to a stop at Whitfield Street and give way to Whitfield Street traffic. Reid Street is a major traffic thoroughfare and bus route. Particularly in the foreseeable future this change of intersection has the potential to cause accidents due to the change of normal traffic flow along Reid Street. I notice the Bridson flow of traffic has not been changed, with the Whitfield St traffic having to give way to Bridson traffic...why would this not also be the case for Reid Street?</p>	<p>Meeting was held with this resident on 19/08/19 Council offices. It was explained that the option of turning left at read street had been investigated but was not appropreat as it had additional safety issues and was not inline with the objectives of the Safe Active Street Project.</p> <p>Note: No change to design</p>
<p>10</p>	<p>I live at xx Bridson Street and note that the eastern side of the traffic calming hump/ramp appears to be level with the border of my property. I have some concerns about the increased noise that the traffic calming hump/ramp will create with car tyres constantly ascending/descending the ramp, and the disruption this will bring for my family and the neighbouring houses immediately adjacent to the calming devices.</p> <p>As you will appreciate, Bridson Street has become one of the major thoroughfares in the town and previously, when the rubber traffic counters have temporarily been set up outside my property, the sound of car tyres continually driving over the</p>	<p>The design does show a traffic calming hump/ramp adjacent to 8 Brinson St close to the boundary of house number 6. The traffic calming hump/ramp have been designed to Australian Standards and will be constructed from asphalt not rubber or plastic.</p> <p>Note: No change to design</p>

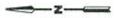
<p>cables has been such that we have been forced to close windows/french doors to block out the noise that this created.</p> <p>With the installation of permanent traffic calming fixtures, I am concerned that the immediate neighbourhood will be subject to ongoing and increased traffic noise, and be adversely affected by having to keep doors and windows closed to limit the amount of noise experienced in our homes.</p> <p>I am interested to hear what, if any, consideration has been given to this issue, and what efforts have been made in the planning stage to mitigate the noise factor.</p>	
---	--

WHITFIELD ST PATHWAY PETITION

No.	Name	NO	Signature
133 & 133A	R+N Howatson	✓	
135	R+P Wysocki	✓	P Wysocki
130A	B+D Pitt	✓	
139	M. Parsons	✓	
141	S+T Kempton	✓	
143	A Kinnersly	✓	A Kinnersly
149	P Morris	✓	
155	E Harriss	✓	E. P. Harriss
153	A Begg	✓	A Begg
127	RS Rogowski	✓	R. Rogowski
151	C+A Lowden	✓	
148	L+P Harotta	✓	P Harotta
148A	M+P Holl	✓	M Holl
142	A+L MORIN	✓	
134	T+J Baxter	✓	
130B	G+K Bryant	✓	
128B	S+J Debono	✓	
128A	A+K MATSON	✓	
124	MC Craig	✓	MC Craig
122B	A+B Meyers	✓	

• Street has total of 30-31 ratepayers in culdesac
 * Above 21 (so far) say NO

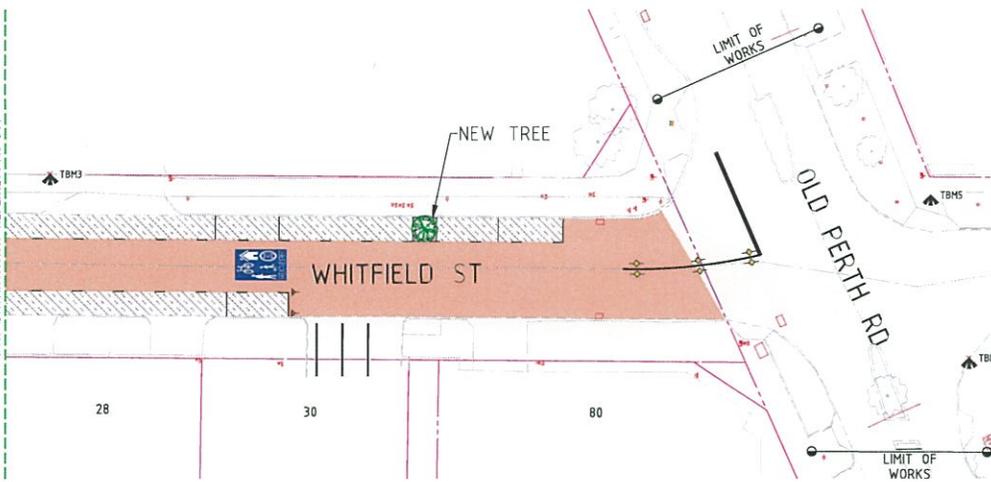
SCHEMATIC PLANS
DECEMBER 2019



FOR CONTINUATION REF: W1290410-301

PLOTTED BY NICOLE BAXTER ON 02/17/2019 AT 13:54

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- LEGEND**
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES
 48 OLD PERTH RD
 BASSENDEAN WA 6054
 AHN 20 347 405 100
 Telephone (08) 9377 9000
 Facsimile (08) 9279 5416
 Email: mail@bassendeane.wa.gov.au
 www.bassendeane.wa.gov.au

REVISIONS	DATE	DESCRIPTION
a.		
f.		
e.		
d.		
c.		
b.		
a.T2	29.10.2019	TENDER ISSUE
a.T1	28.06.2019	TENDER ISSUE



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DESIGN S. PEDRETTI	CAD DRAWING W1290410-301_302-T2.dwg
DRAWN S. PEDRETTI	DATE OCTOBER 2019
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE

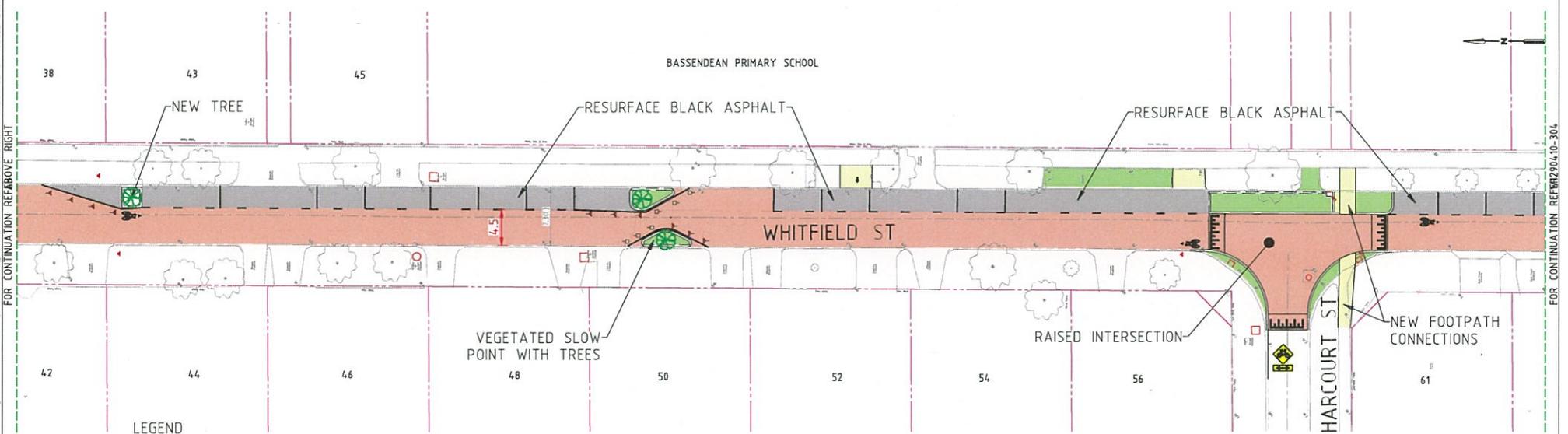
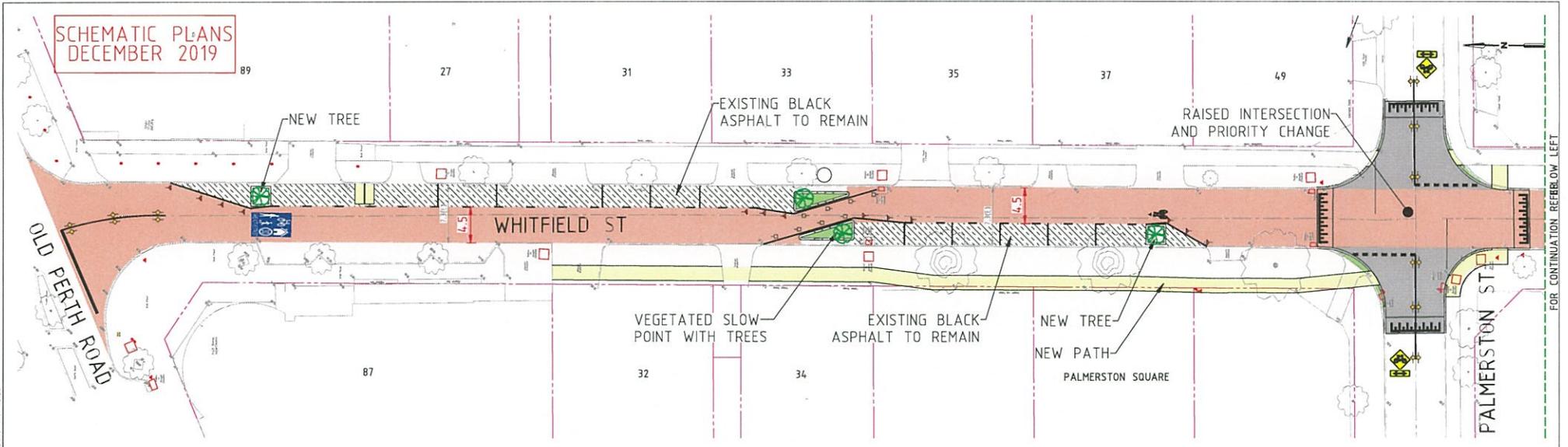


WARNING
 BEWARE OF UNDERGROUND SERVICES
 THE LOCATIONS OF UNDERGROUND SERVICES ARE
 APPROXIMATE ONLY AND THEIR EXACT POSITION
 SHOULD BE CHECKED ON SITE. NO GUARANTEE IS
 GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

FOR TENDER

DRAWING NAME TOWN OF BASSENDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 2 OF 9		DWT.	REV.	A1
DRAWING NUMBER W1290410-302		SHT. 13 of 41	T2	

**SCHEMATIC PLANS
DECEMBER 2019**



- LEGEND**
-  NEW BLACK ASPHALT
 -  NEW RED ASPHALT
 -  EXISTING BLACK ASPHALT TO REMAIN

CAUSERSHBAKEXPERDESKTODAY91108 W1290410-100_102-102 - NB COP/W/W/51720-303-301-12 COUNCIL REPORT/DWG PLOTTED BY NICOLE BAXTER ON 07/12/2019 AT 13:27

FOR CONTINUATION REF ABOVE RIGHT

FOR CONTINUATION REF BELOW LEFT

FOR CONTINUATION REF B290410-304



ASSET SERVICES
 48 OLD PERTH RD
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 Email: mail@bassedean.wa.gov.au
 www.bassedean.wa.gov.au

AMENDMENTS		
A.		
B.		
C.		
B.T2	TENDER ISSUE	29.10.2019
AT1	TENDER ISSUE	28.06.2019



SURVEY 101526de-001a.dwg	FIELD BOOK
DESIGN S. PEDRETTI	CAD DRAWING
DRAWN S. PEDRETTI	W1290410-303-301-12303R.dwg
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
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VERTICAL SCALE	

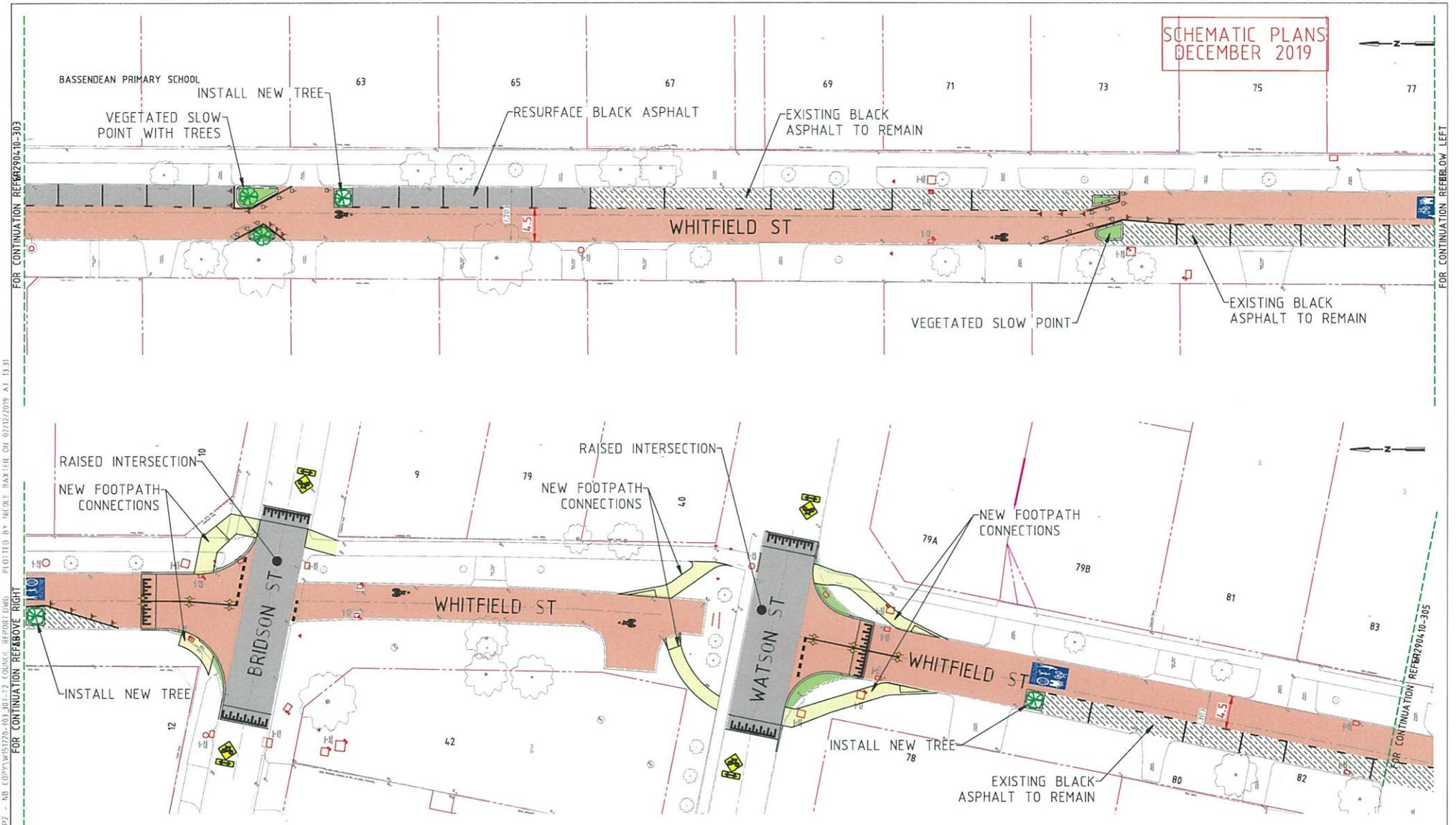


WARNING
 BEWARE OF UNDERGROUND SERVICES
 THE LOCATIONS OF UNDERGROUND SERVICES ARE
 APPROXIMATE ONLY AND THEIR EXACT POSITION
 SHOULD BE CHECKED ON SITE. NO GUARANTEE IS
 GIVEN THAT ALL LISTED SERVICES ARE SHOWN.

FOR TENDER

DRAWING NAME TOWN OF BASSEDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 3 OF 9		SHT. REV. 14 of 41 T2		A1
DRAWING NUMBER W1290410-303				

SCHEMATIC PLANS
DECEMBER 2019



FOR CONTINUATION REF:R2904-10-303

FOR CONTINUATION REF:R2904-10-303

FOR CONTINUATION REF:ABOVE RIGHT

FOR CONTINUATION REF:R2904-10-305

- LEGEND**
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES
 48 OLD PERTH RD
 BASSENDEAN WA 6054
 AHN 20 347 408 108
 Telephone (08) 9377 9000
 Facsimile: (08) 9279 5416
 Email: mail@bassendeau.wa.gov.au
 www.bassendeau.wa.gov.au

AMENDMENTS		
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H.T2	TENDER ISSUE	29.10.2019
A.T1	TENDER ISSUE	28.06.2019



SURVEY	101526de-001a.dwg	FIELD BOOK
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DRAWN	S. PEDRETTI	W:51713-303-307-12xEPOR1
CHECKED	S.H. WU	DATE
DATE	OCTOBER 2019	DATE
APPROVED	TIM JUDD	DATE
DATE	OCTOBER 2019	DATE
HORIZONTAL SCALE	1:250	VERTICAL SCALE

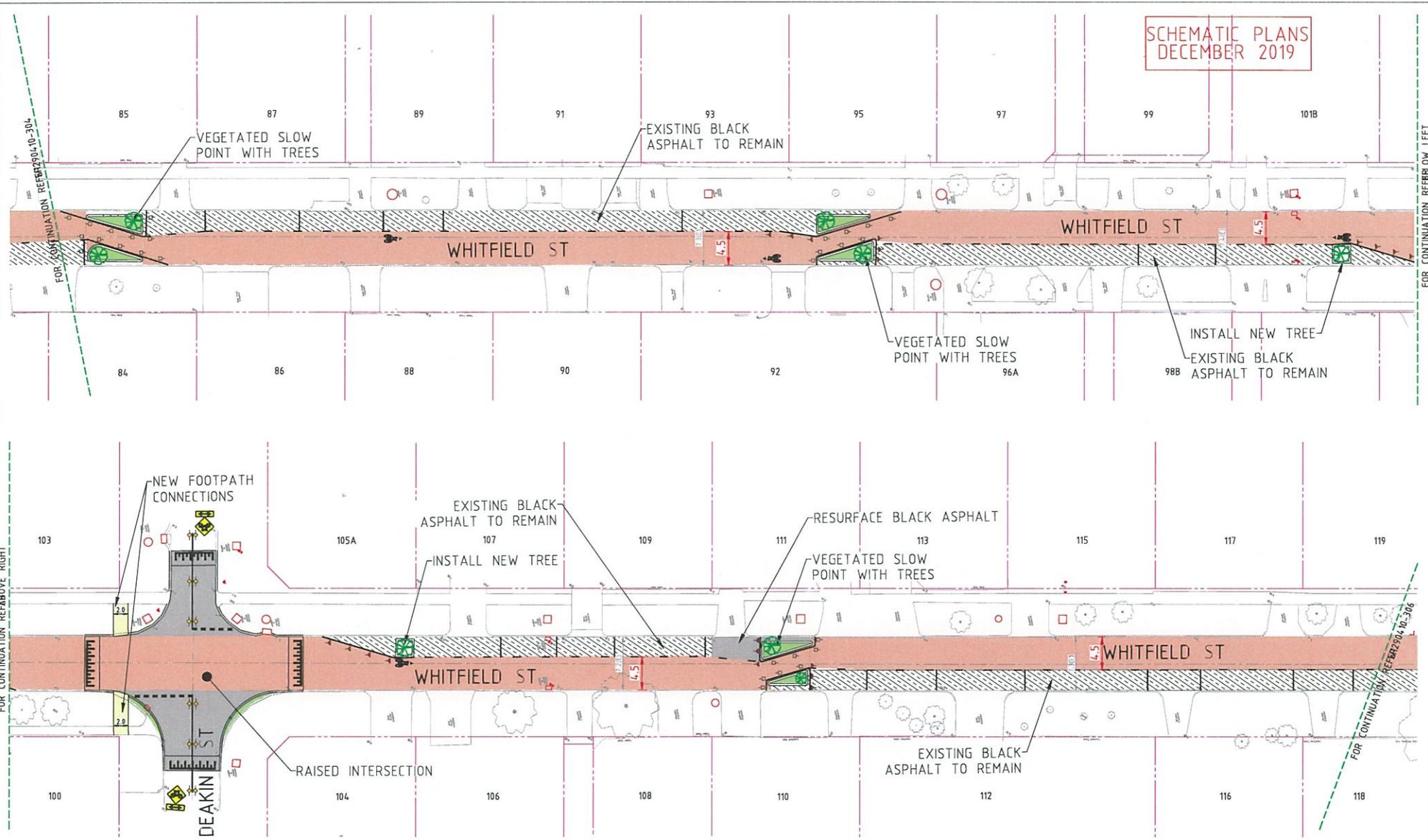


WARNING
 BEWARE OF UNDERGROUND SERVICES
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FOR TENDER	
DRAWING NAME	TOWN OF BASSENDEAN
	WHITFIELD ST SAFE ACTIVE STREET DESIGN
	LAYOUT PLAN
	SHEET 4 OF 9
DRAWING NUMBER	W1290410-304
SHT.	REV.
15 of 41	T2
	A1

CAUDERS\NB\BAXTER\DESKTOP\191108_W1290410-303-307-12_COUNCIL_REPORT.DWG PLOTTED BY NICOLE BAXTER ON 07/12/2019 AT 13:31

SCHMATIC PLANS
DECEMBER 2019



CAUSERS/BACKLINES/CD/PA/9108 W/2864/0-400_202-P2 - NR (DP/PA/51570-303-304-12 CONSOLE REPORT/DMG PLOTTED BY NICOLE BAXTER ON 07/07/2019 AT 13:34
 FOR CONTINUATION REF#2904-10-304
 FOR CONTINUATION REF#2904-10-304
 FOR CONTINUATION REF#2904-10-304

- LEGEND**
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES
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REVISIONS	DATE	DESCRIPTION
A1	28.06.2019	TENDER ISSUE
A2	29.10.2019	TENDER ISSUE



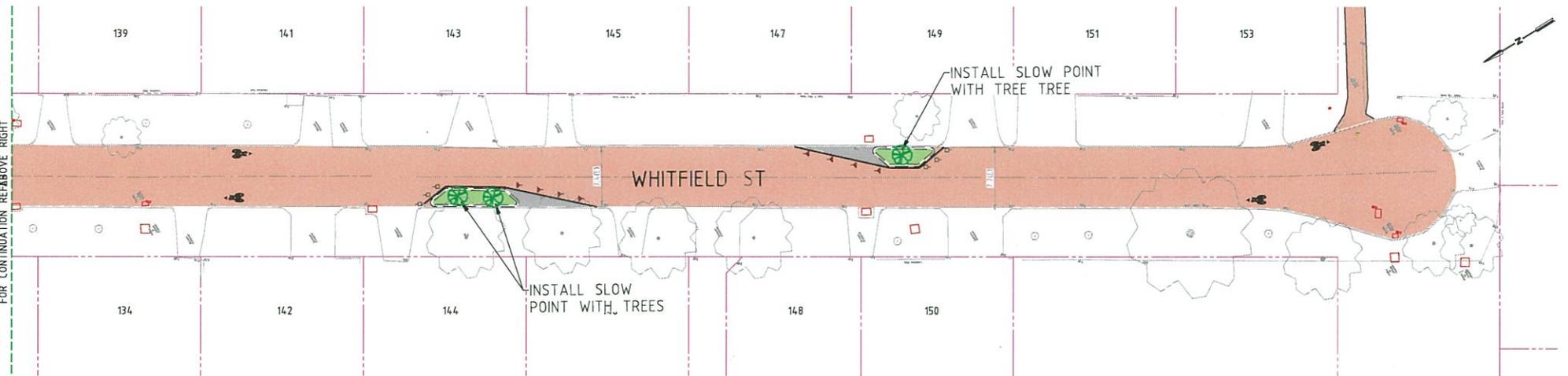
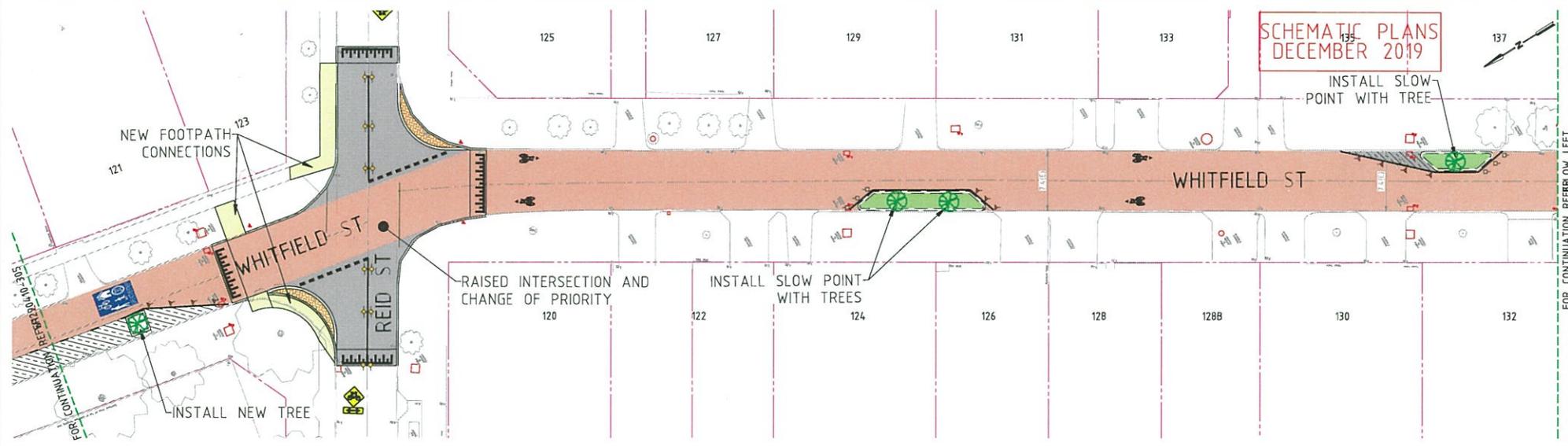
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DRAWN S. PEDRETTI	DATE OCTOBER 2019
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE



WARNING
 NETWORK OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVIDED ON SITE. WE GUARANTEE IN GOOD FAITH THAT ALL EXISTING SERVICES ARE SHOWN
FOR TENDER

DRAWING NAME TOWN OF BASSENDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 5 OF 9		DRAWING NUMBER W1290410-305		SHT. REV. 16 of 41 T2		A1	
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- LEGEND**
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN

SCHEMATIC PLANS
DECEMBER 2019

FOR CONTINUATION REFER TO LEFT



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AMENDMENTS		
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b.T2	TENDER ISSUE	29.10.2019
A.T1	TENDER ISSUE	28.06.2019



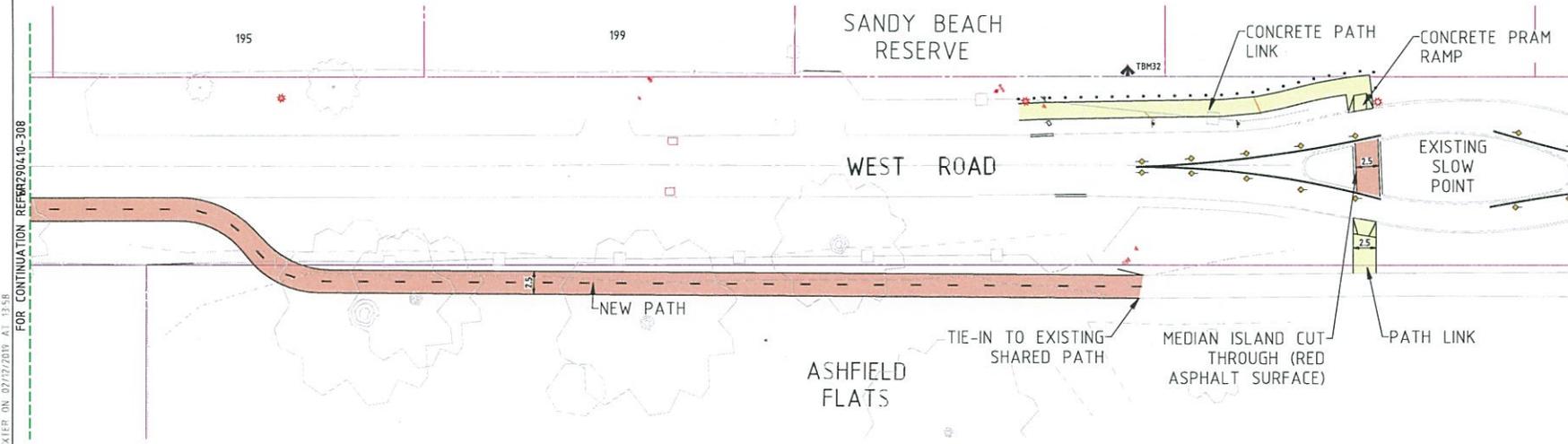
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W1290410-307-T-Report	
DRAWN S. PEDRETTI	DATE OCTOBER 2019
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250 VERTICAL SCALE	



WARNING
 REVIEWER OF UNDERGROUND SERVICES
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 SHOULD BE PROVIDED BY THE USER. NO GUARANTEE IS
 GIVEN THAT ALL EXISTING SERVICES ARE SHOWN

FOR TENDER

DRAWING NAME TOWN OF BASSENDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 6 OF 9		DWT. REV. 17 of 41 T2
DRAWING NUMBER W1290410-306		A1



FOR CONTINUATION REF#W12904.10-308

PLOTTED BY NICOLE BAXTER ON 07/12/2019 AT 13:58

CAUREN5V8A2TEP0UE5KTOPY1910DB W12904.10-308-102-1P2 - M3 COPY\CAD\W12904.10-308-102-1P2



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NO.	DESCRIPTION	DATE
A.T.2	TENDER ISSUE	29.10.2019
A.T.1	TENDER ISSUE	28.06.2019



SURVEY	101526de-002a.dwg	FIELD BOOK
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DRAWN	S. PEDRETTI	W12904.10-308-102-1P2
CHECKED	S.H. WU	DATE OCTOBER 2019
APPROVED	TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE		1:250
VERTICAL SCALE		



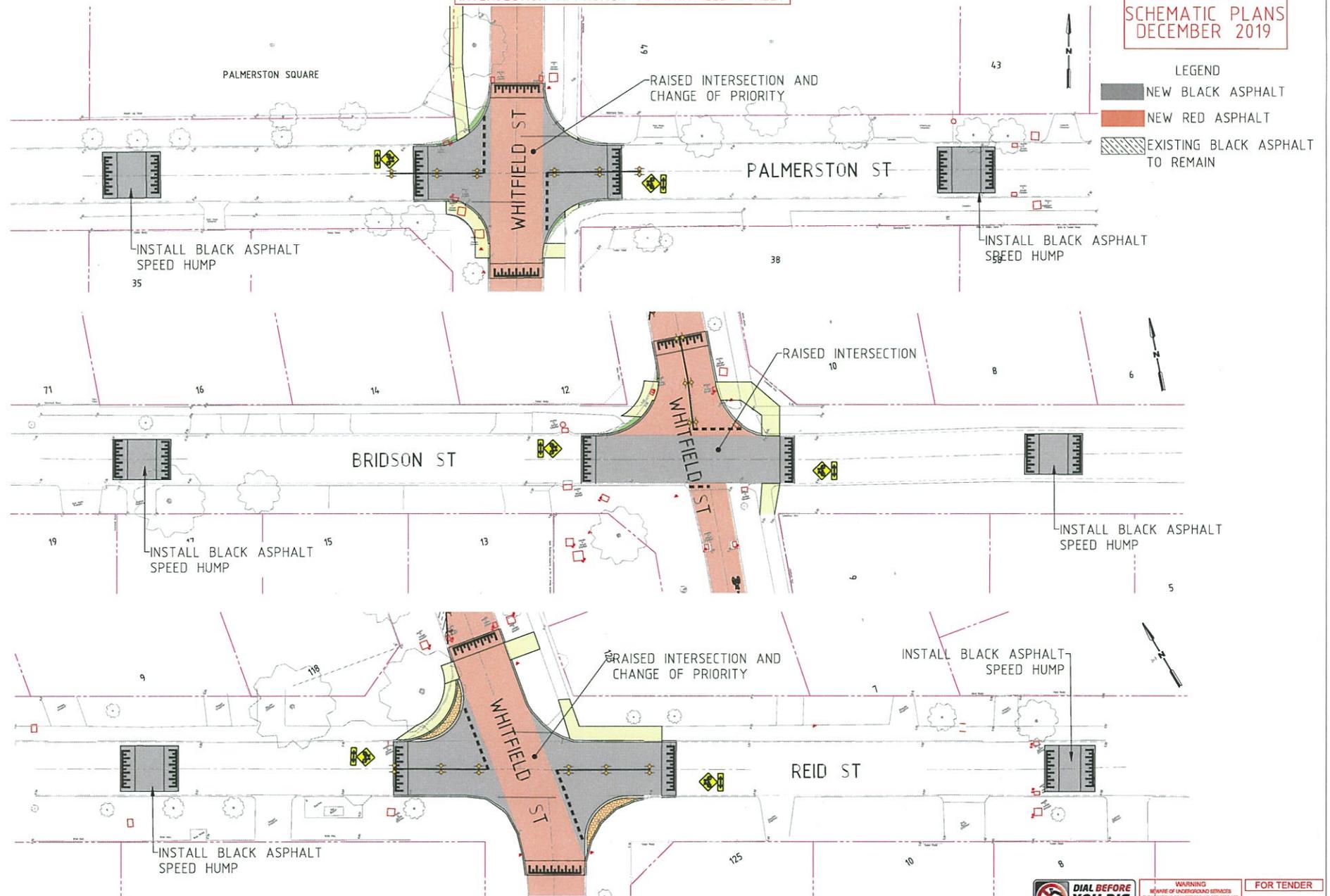
WARNING
 BEWARE OF UNDERGROUND SERVICES
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FOR TENDER

DRAWING NAME		TOWN OF BASSENDEAN
PROJECT		WHITFIELD ST SAFE ACTIVE STREET DESIGN
SHEET		LAYOUT PLAN
DRAWING NUMBER		W1290410-309
SHT.		20 of 41
REV.		T2
SCALE		A1

INTERSECTION APPROACH TO WHITFIELD STREET

SCHEMATIC PLANS
DECEMBER 2019



- LEGEND
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN

CAUSERS\BAXTER\DESKTOP\19108_W1290410-307-103-307-12_COUNCIL_REPORT.DWG PLOTTED BY NICOLE BAXTER ON 02/12/2019 AT 13:47



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AMENDMENTS		
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B.T2	TENDER ISSUE	29.10.2019
A.T1	TENDER ISSUE	28.06.2019



SURVEY 101526de-001a.dwg	FIELD BOOK
DESIGN S. PEDRETTI	CAD DRAWING W1290410-307-12-Report
DRAWN S. PEDRETTI	DATE OCTOBER 2019
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250 VERTICAL SCALE	

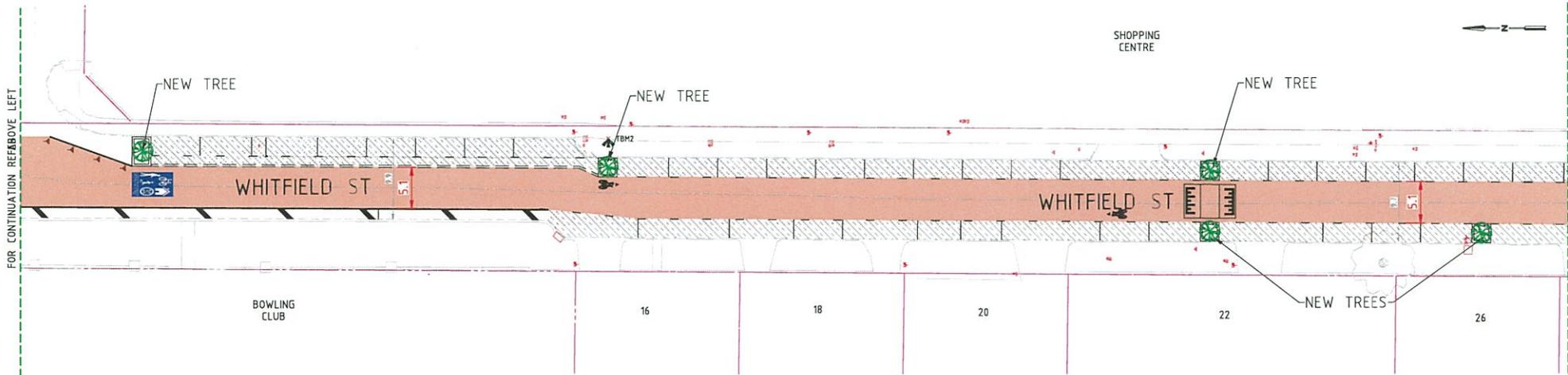
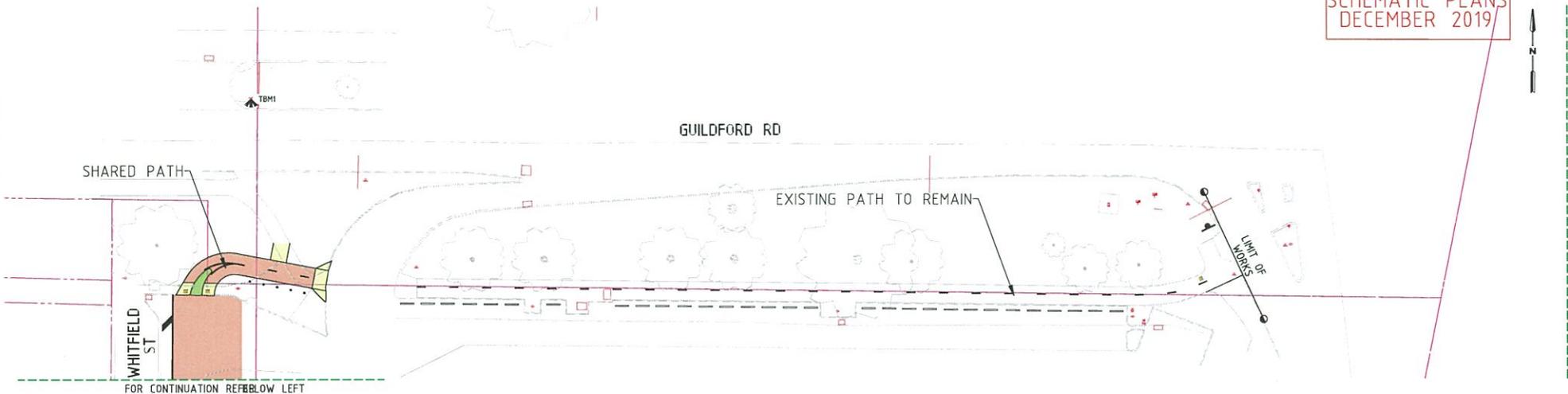


WARNING
 BEWARE OF UNDERGROUND SERVICES
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FOR TENDER

DRAWING NAME TOWN OF BASSEDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 7 OF 9		SHT. REV. 18 of 41 T2		A1
DRAWING NUMBER W1290410-307				

SCHMATIC PLANS
DECEMBER 2019



- LEGEND
-  NEW BLACK ASPHALT
 -  NEW RED ASPHALT
 -  EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES

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AMENDMENTS	
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APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE



WARNING
REMARKS OF UNDERGROUND SERVICES
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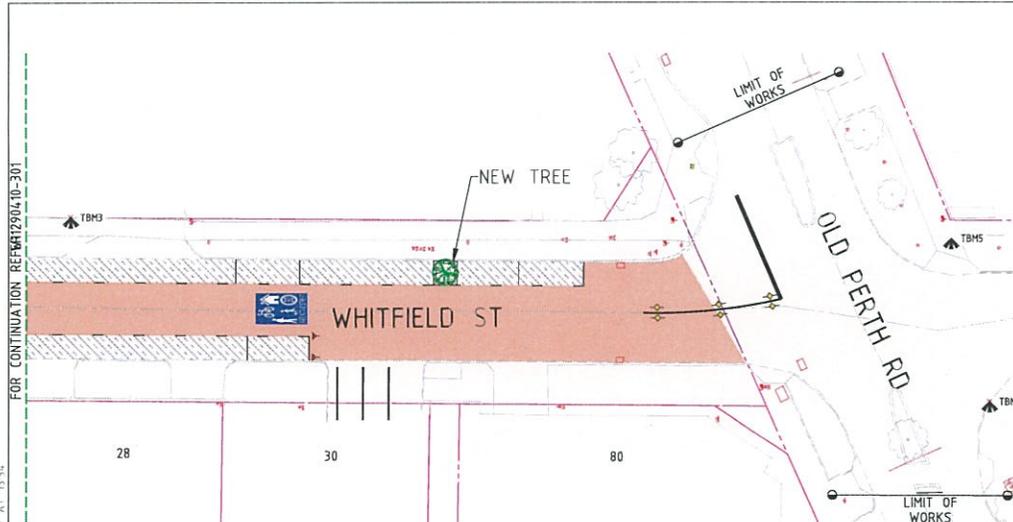
FOR TENDER

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FOR CONTINUATION REFER WH1290410-301

PLOTTED BY NICOLE BAXTER ON 07/17/2019 AT 13:54

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- LEGEND**
-  NEW BLACK ASPHALT
 -  NEW RED ASPHALT
 -  EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES
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AMENDMENTS		
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BT2	TENDER ISSUE	29.10.2019
AT1	TENDER ISSUE	28.06.2019



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APPROVED	TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE	1:250	VERTICAL SCALE

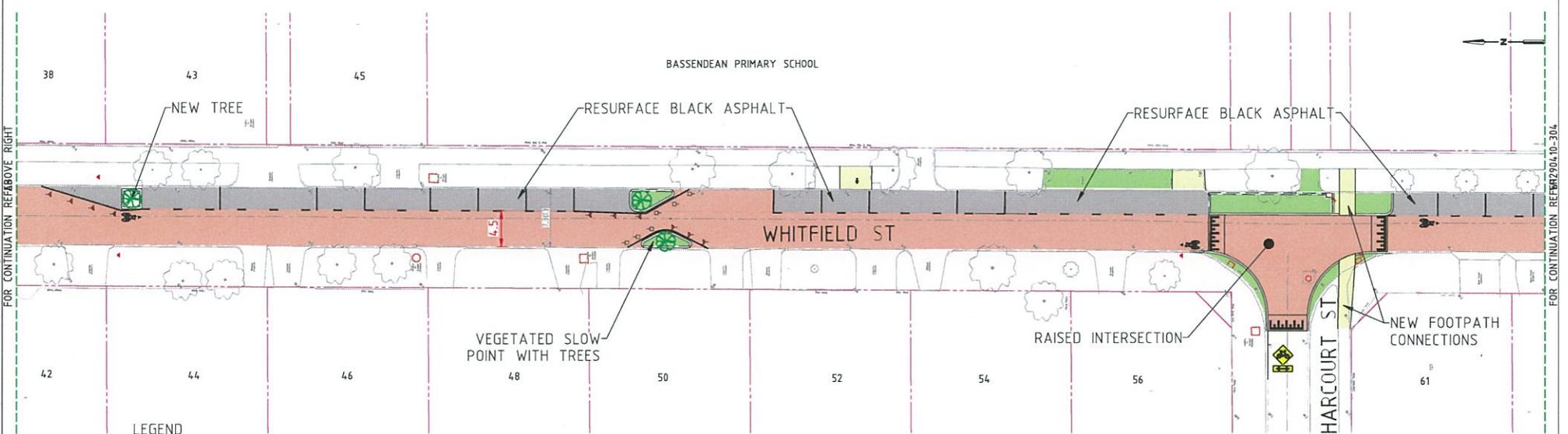
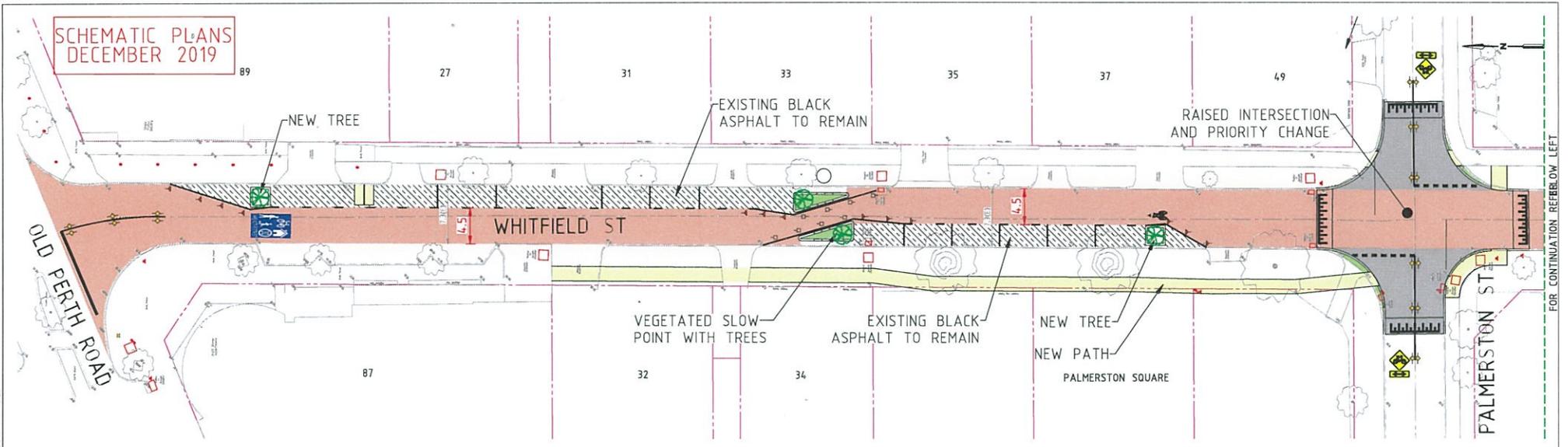


WARNING
 BEWARE OF UNDERGROUND SERVICES
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FOR TENDER

DRAWING NAME		TOWN OF BASSENDEAN	
WHITFIELD ST SAFE ACTIVE STREET DESIGN		LAYOUT PLAN	
SHEET 2 OF 9		DRAWING NUMBER	
W1290410-302		SHT. REV.	
13 of 41		T2	
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SCHEMATIC PLANS
DECEMBER 2019



LEGEND

-  NEW BLACK ASPHALT
-  NEW RED ASPHALT
-  EXISTING BLACK ASPHALT TO REMAIN

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FOR CONTINUATION REF W1290410-304



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AMENDMENTS		
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AT1	TENDER ISSUE	29.10.2019
AT2	TENDER ISSUE	28.06.2019



SURVEY 101526de-001a.dwg	FIELD BOOK
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DRAWN S. PEDRETTI	W1290410-303-307-T2303R0001
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE

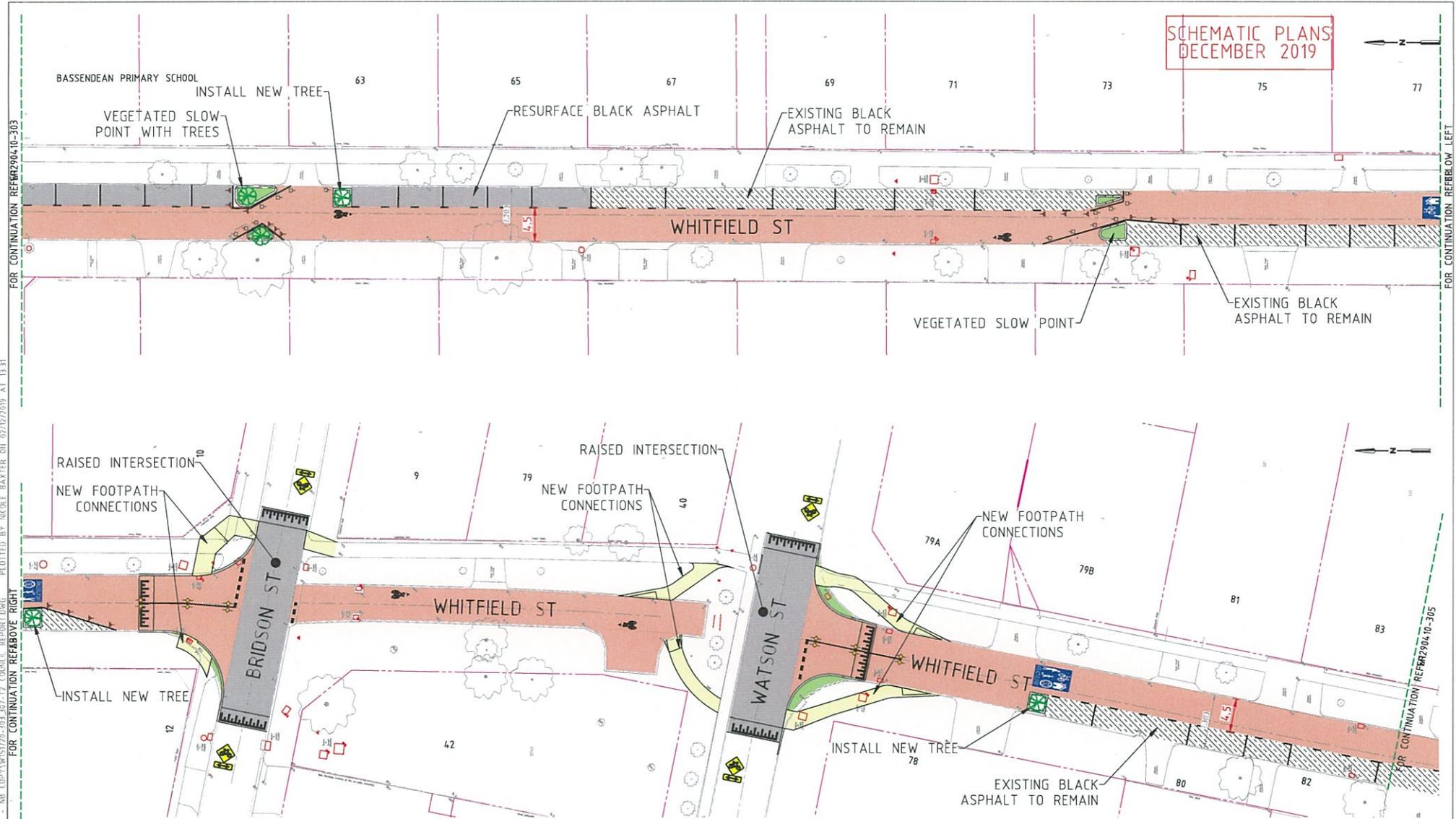


WARNING
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FOR TENDER

DRAWING NAME TOWN OF BASSEDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 3 OF 9		DRAWING NUMBER W1290410-303		SHT. REV. 14 of 41 T2		A1	
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SCHEMATIC PLANS
DECEMBER 2019



FOR CONTINUATION REFER 2904-10-303

FOR CONTINUATION REFER 2904-10-303

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FOR CONTINUATION REFER 2904-10-305

- LEGEND**
- NEW BLACK ASPHALT
 - NEW RED ASPHALT
 - EXISTING BLACK ASPHALT TO REMAIN



ASSET SERVICES
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 BASSEDEAN WA 6054
 ABN 20 347 406 100
 Telephone: (08) 9377 9000
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AMENDMENTS		
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B.T2	TENDER ISSUE	29.10.2019
A.T1	TENDER ISSUE	28.06.2019



SURVEY	101526de-001a.dwg	FIELD BOOK
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APPROVED	TIM JUDD	DATE
HORIZONTAL SCALE		1:250
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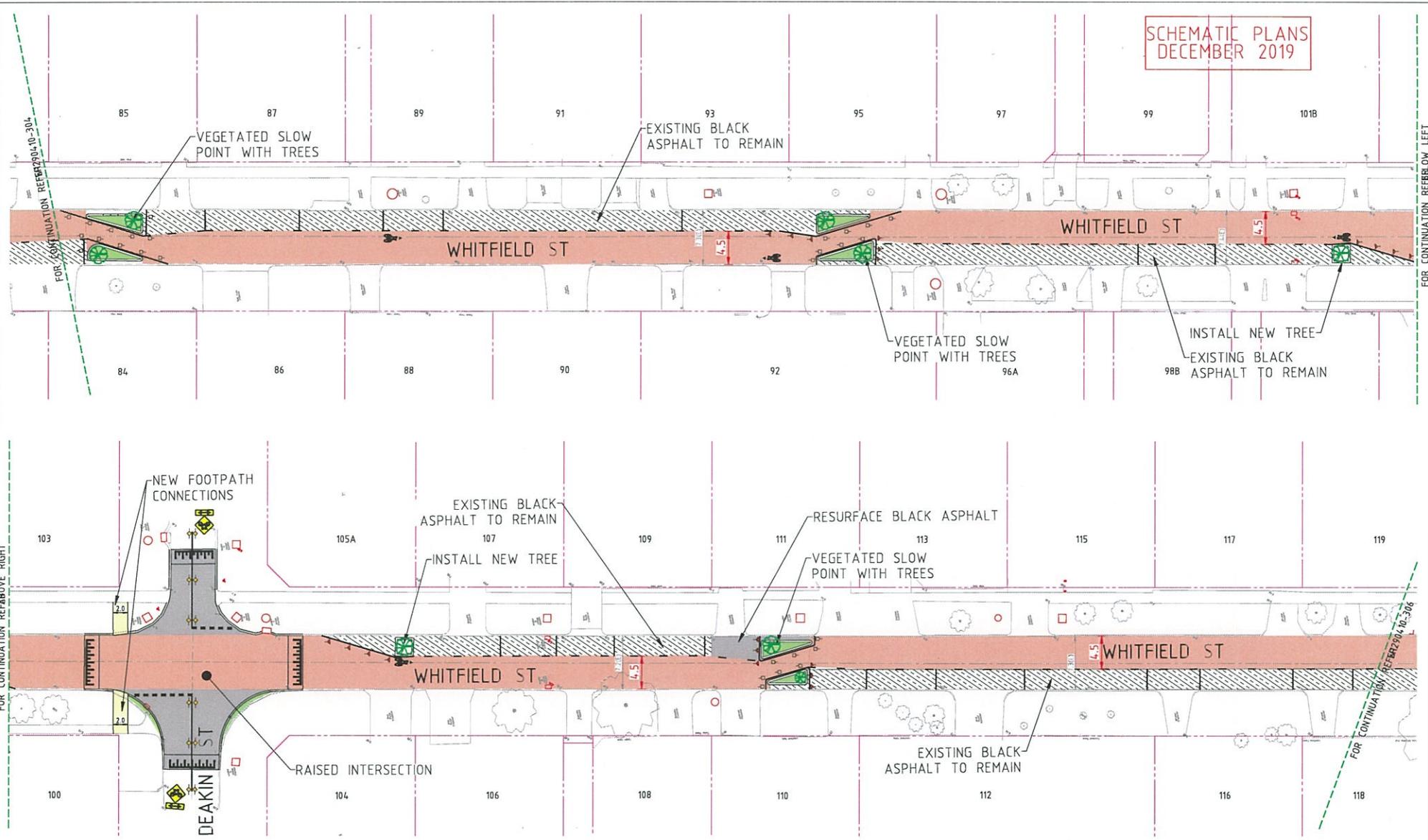
WARNING
 REMOVAL OF UNDERGROUND SERVICES:
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 APPROXIMATE ONLY AND THEIR EXACT POSITION
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 GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

FOR TENDER

DRAWING NAME	SHT.		REV.
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WHITFIELD ST SAFE ACTIVE STREET DESIGN			
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SHEET 4 OF 9			
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**SCHEMATIC PLANS
DECEMBER 2019**



LEGEND

- NEW BLACK ASPHALT
- NEW RED ASPHALT
- EXISTING BLACK ASPHALT TO REMAIN

CAUSERS/SHARX/TEPA/DESKTOP/PH108 W/290410-007/P2 - NR COP/VW/51770-303-304-13 CONMBL BEFORE Dwg. PLOTTED BY NICOLE BAXTER ON 02/12/2019 AT 13:34.
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AMENDMENTS	
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AT2	TENDER ISSUE 29.10.2019
AT1	TENDER ISSUE 28.06.2019



SURVEY 101526e-001a.dwg	FIELD BOOK
DESIGN S. PEDRETTI	CAD DRAWING W/51770-303-304 Report
DRAWN S. PEDRETTI	DATE OCTOBER 2019
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE



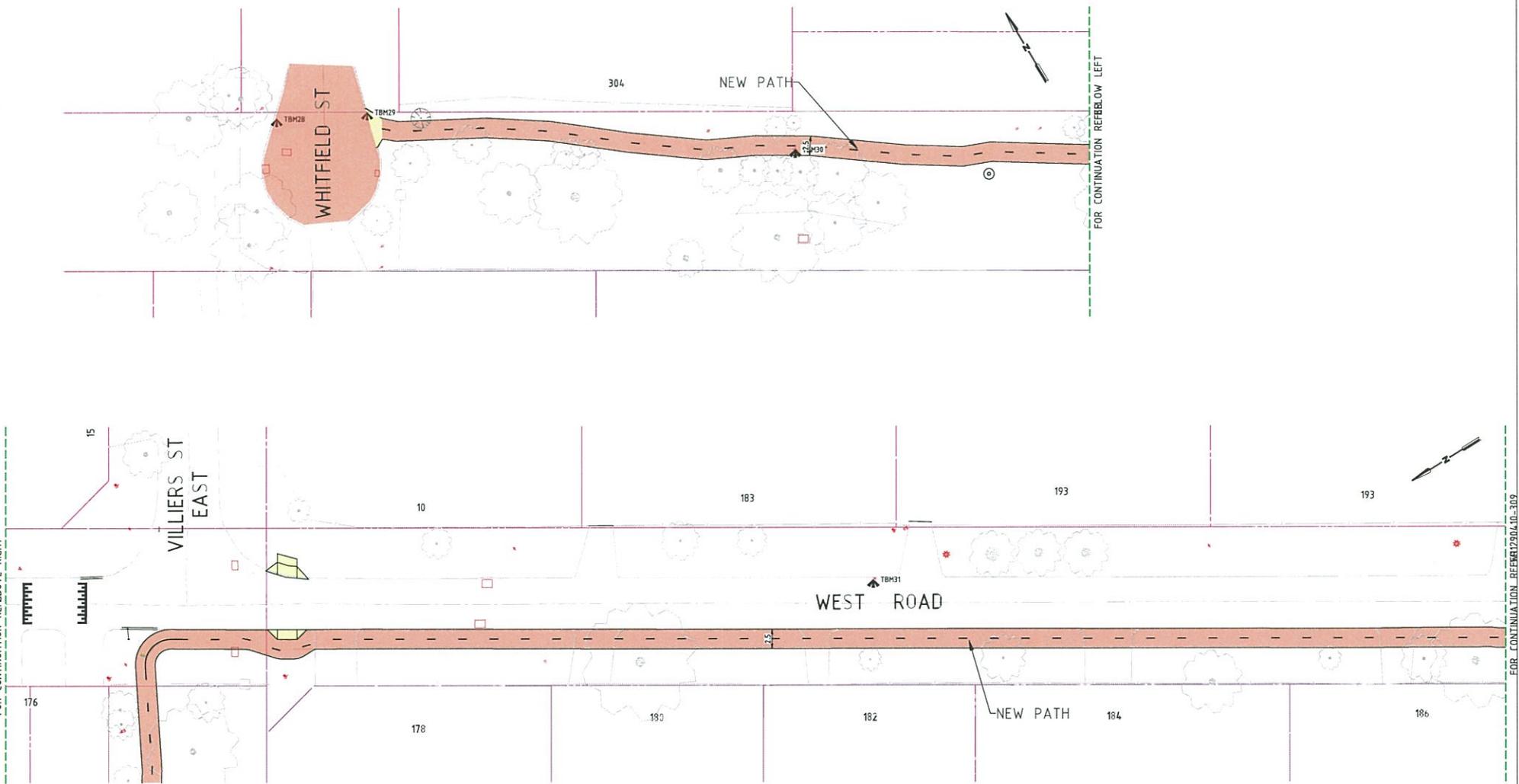
WARNING
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FOR TENDER

DRAWING NAME TOWN OF BASSENDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN LAYOUT PLAN SHEET 5 OF 9		DRAWING NUMBER W1290410-305	SHT. 16 of 41	REV. T2	A1
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SCHEMATIC PLANS
DECEMBER 2019

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AMENDMENTS		
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A.T.2	TENDER ISSUE	29.10.2019
A.T.1	TENDER ISSUE	28.06.2019



SURVEY 101526de-002a.dwg	FIELD BOOK
DESIGN S. PEDRETTI	CAD DRAWING
DRAWN S. PEDRETTI	W1290410-308_202-P2.dwg
CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
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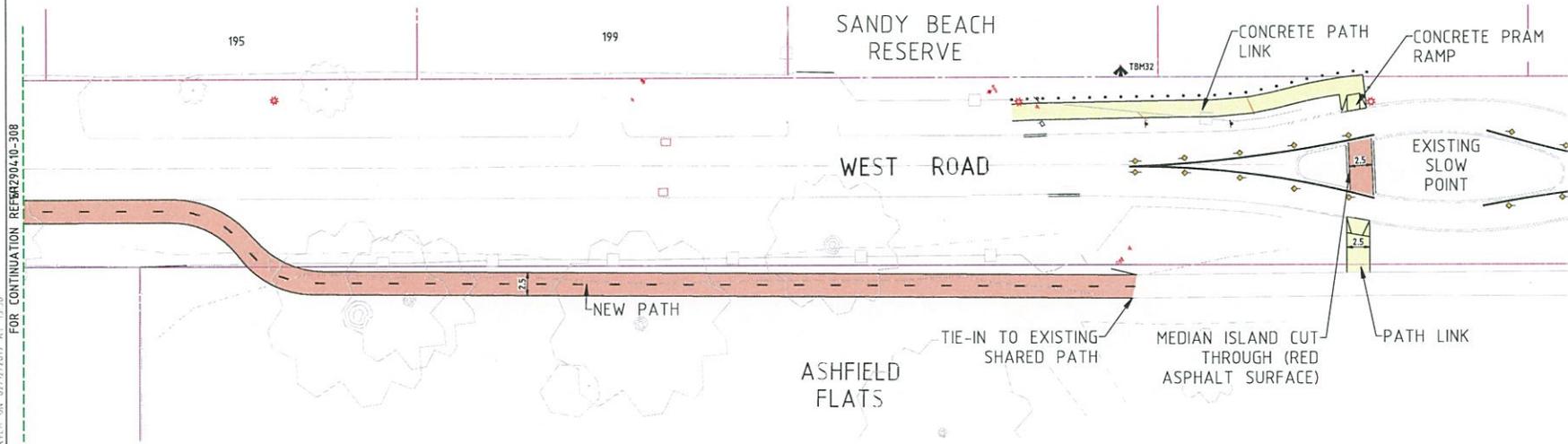


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FOR TENDER

DRAWING NAME		SHT.		REV.	
TOWN OF BASSEDEAN		19	41	T2	A1
WHITFIELD ST SAFE ACTIVE STREET DESIGN					
LAYOUT PLAN					
SHEET 8 OF 9					
DRAWING NUMBER					
W1290410-308					

SCHMATIC PLANS
DECEMBER 2019



FOR CONTINUATION REF#W290410-308

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THE LOCATIONS OF UNDERGROUND SERVICES ARE
APPROXIMATE ONLY AND THEIR EXACT POSITION
SHOULD BE FOUND ON SITE. NO GUARANTEE IS
GIVEN THAT ALL EXISTING SERVICES ARE SHOWN

FOR TENDER



ASSET SERVICES
48 OLD PERTH RD
BASSENDEAN WA 6054
ABN 29 347 405 108
Telephone (08) 9377 9000
Facsimile: (08) 9279 5416
Email: mail@bassendean.wa.gov.au
www.bassendean.wa.gov.au

REV	DESCRIPTION	DATE
A.T2	TENDER ISSUE	29.10.2019
A.T1	TENDER ISSUE	28.06.2019



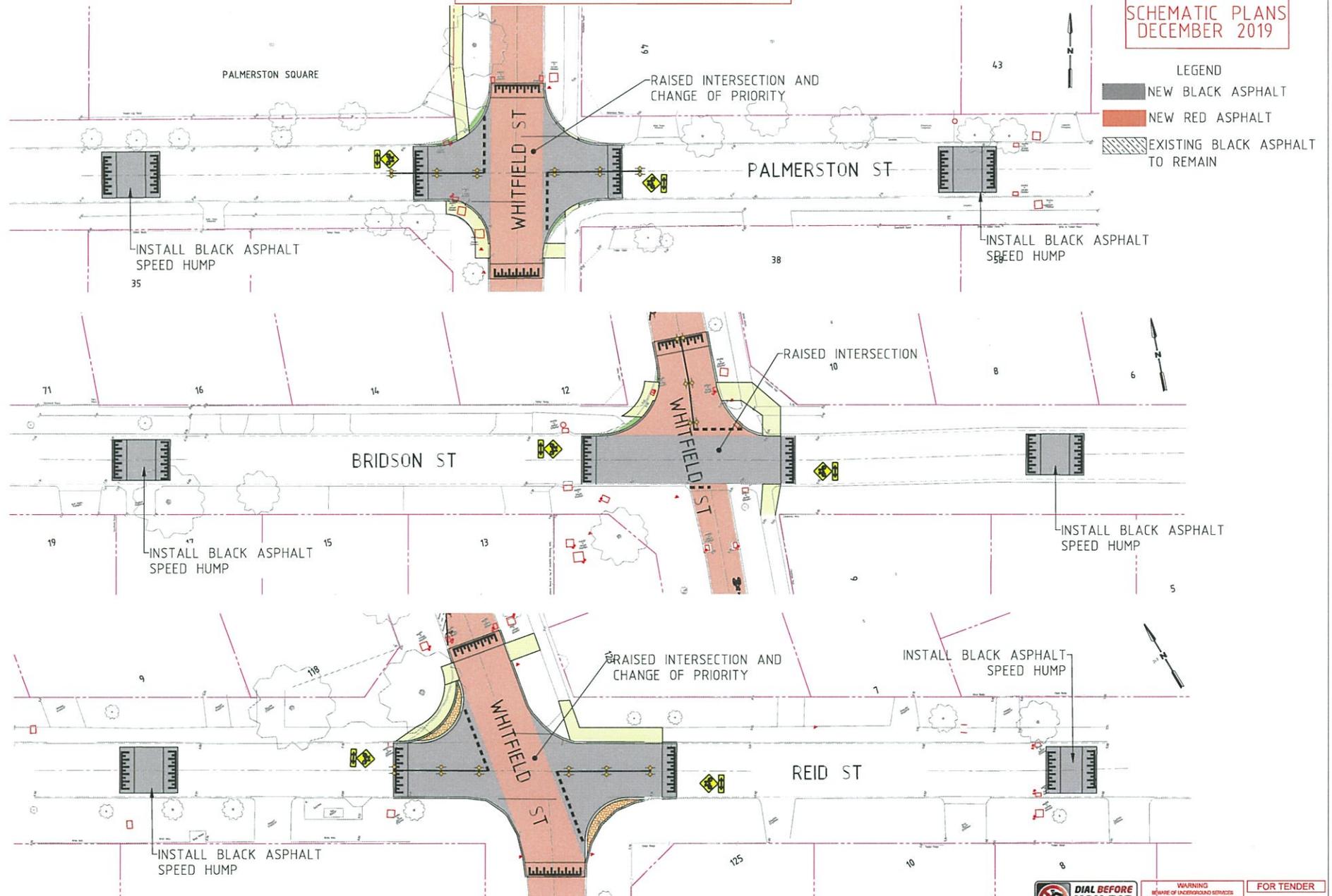
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CHECKED S.H. WU	DATE OCTOBER 2019
APPROVED TIM JUDD	DATE OCTOBER 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE

DRAWING NAME		TOWN OF BASSENDEAN	
DESIGN		WHITFIELD ST SAFE ACTIVE STREET DESIGN	
DRAWN		LAYOUT PLAN	
CHECKED		SHEET 9 OF 9	
APPROVED	DATE	DRAWING NUMBER	SHT. REV.
TIM JUDD	OCTOBER 2019	W1290410-309	20 of 41 T2
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CAUSERS\BAXTER\DESK\04\PA19108_W1290410-307_P2 - NB COP\Y\W151070-303-307-T2_COUNCIL_REPORT.DWG PLOTTED BY NICOLE BAXTER ON 02/10/2019 AT 13:47

INTERSECTION APPROACH TO WHITFIELD STREET

SCHEMATIC PLANS
DECEMBER 2019



LEGEND
 ■ NEW BLACK ASPHALT
 ■ NEW RED ASPHALT
 ▨ EXISTING BLACK ASPHALT TO REMAIN



WARNING
 RELEASE OF UNDERGROUND SERVICES
 THE LOCATION OF UNDERGROUND SERVICES ARE
 APPROXIMATE AND FIELD CHECK PROCEED
 SHOULD BE PROMPT ON SITE. NO GUARANTEE IS
 GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

FOR TENDER



ASSET SERVICES
 48 OLD PERTH RD
 BASSENDEAN WA 6054
 AHN 20 347 406 108
 Telephone (08) 9377 9000
 Facsimile: (08) 9279 5416
 Email: mail@bassendean.wa.gov.au
 www.bassendean.wa.gov.au

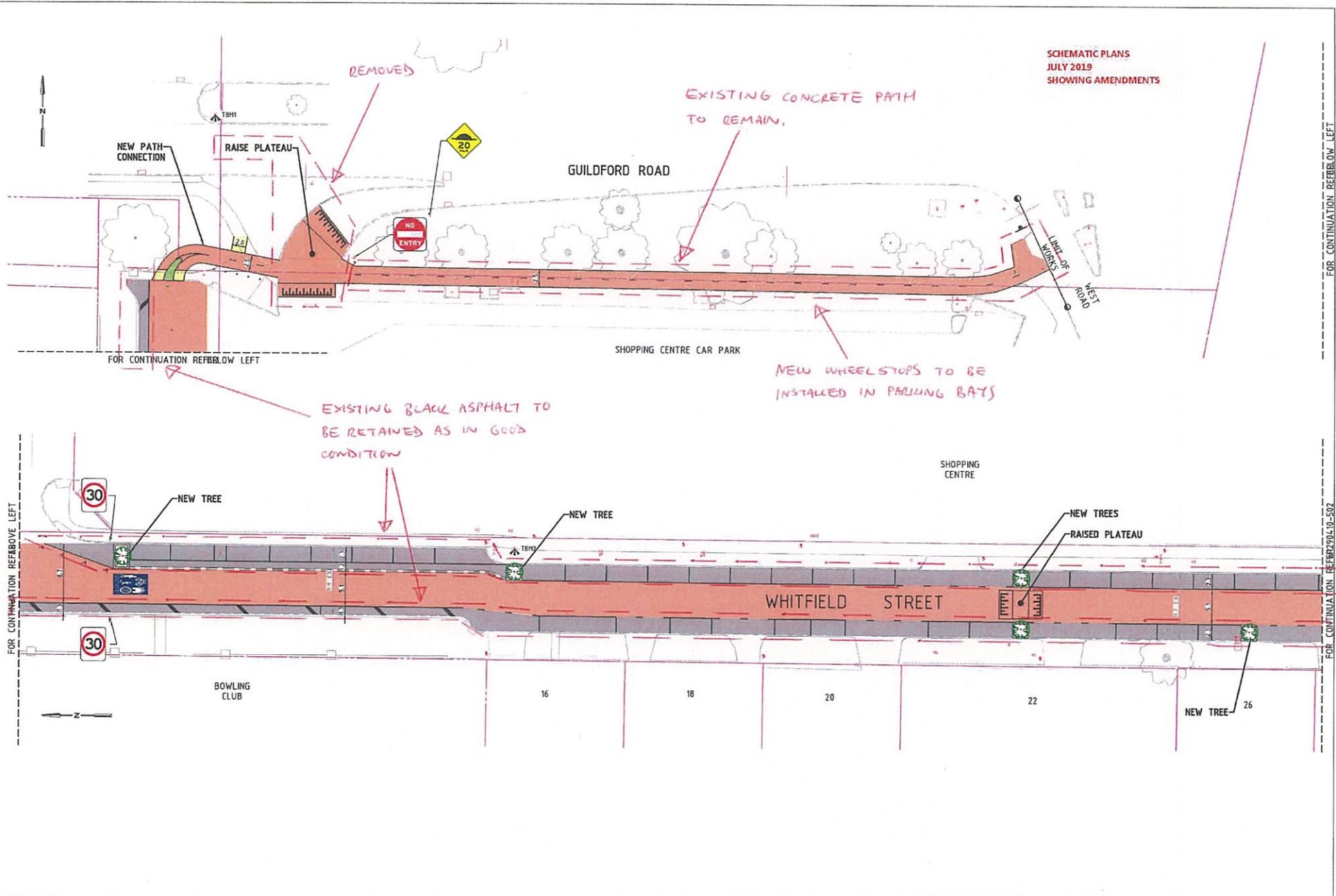
AMENDMENTS		
A.1	TENDER ISSUE	29.10.2019
A.2	TENDER ISSUE	28.06.2019



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DRAWN	S. PEDRETTI	DATE
CHECKED	S.H. WU	DATE
APPROVED	TIM JUDD	DATE
HORIZONTAL SCALE	1:250	VERTICAL SCALE

DRAWING NAME	TOWN OF BASSENDEAN
WHITFIELD ST SAFE ACTIVE STREET DESIGN	
LAYOUT PLAN	
SHEET 7 OF 9	
DRAWING NUMBER	W1290410-307
SHT.	18 of 41
REV.	T2
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L:\CAPITAL WORKS\PROJECTS\CAPITAL WORKS 18-19\WHITEFIELD - SASSIDEBON\18% DESIGNING PRELIM\18-19-501-502-T1 - COPY.DWG PLOTTED BY NICOLE BAXTER ON 05/07/2019 AT 11:18



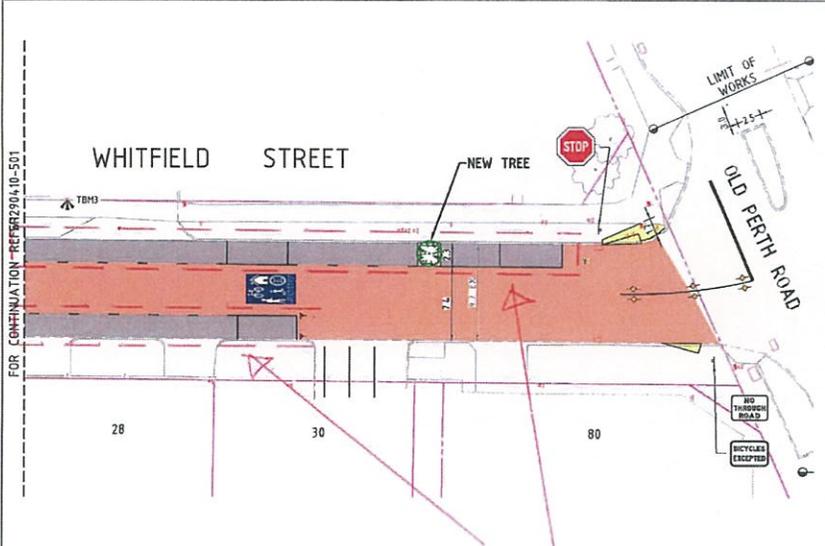
SCHEMATIC PLANS
JULY 2019
SHOWING AMENDMENTS

FOR CONTINUATION REFERENCE LEFT

FOR CONTINUATION REFERENCE LEFT

 TOWN OF BASSENDEAN ASSET SERVICES 48 OLD PERTH RD BASSENDEAN WA 6054 ABN 28 347 405 108 Telephone: (08) 9377 9000 Facsimile: (08) 9279 5416 Email: ma@bassendean.wa.gov.au www.bassendean.wa.gov.au	APPENDIX A.1.1 TENDER ISSUE 28.06.2019	 GTA consultants www.gta.com.au <small>INCORPORATED IN AUSTRALIA 9 9 10 10 20 20 30 30 40 40 50 ORIGINAL DRAWING SIZE IS A1</small>	SURVEY 101526dc-091a.dwg DESIGN S. PEDRETTI DRAWN S. PEDRETTI CHECKED S.H. WU APPROVED TIM JUDD FIELD BOOK CAD DRAWING 1/12/2018-501-502-T1 - Copy DATE 14 JUNE 2019 DATE JUNE 2019 DATE JUNE 2019 HORIZONTAL SCALE 1:250 VERTICAL SCALE	DRAWING NAME TOWN OF BASSENDEAN WHITFIELD ST SAFE ACTIVE STREET DESIGN DESIGN DRAWINGS SHEET 1 OF 9 DRAWING NUMBER SH. REV. A1
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CAPITAL WORKS PROJECTS/CAPITAL WORKS - B-19/WHITFIELD - S/S DESIGN/100% DESIGN/DWG PREP/19/06/2019/00-301-502-T1 - COPY/DWG PLOTTED BY NICOLE BAXTER ON 05/07/2019 AT 11:27



EXISTING BLACK ASPHALT TO BE
RETAINED AS IN GOOD CONDITION

SCHEMATIC PLANS
JULY 2019
SHOWING AMENDMENTS



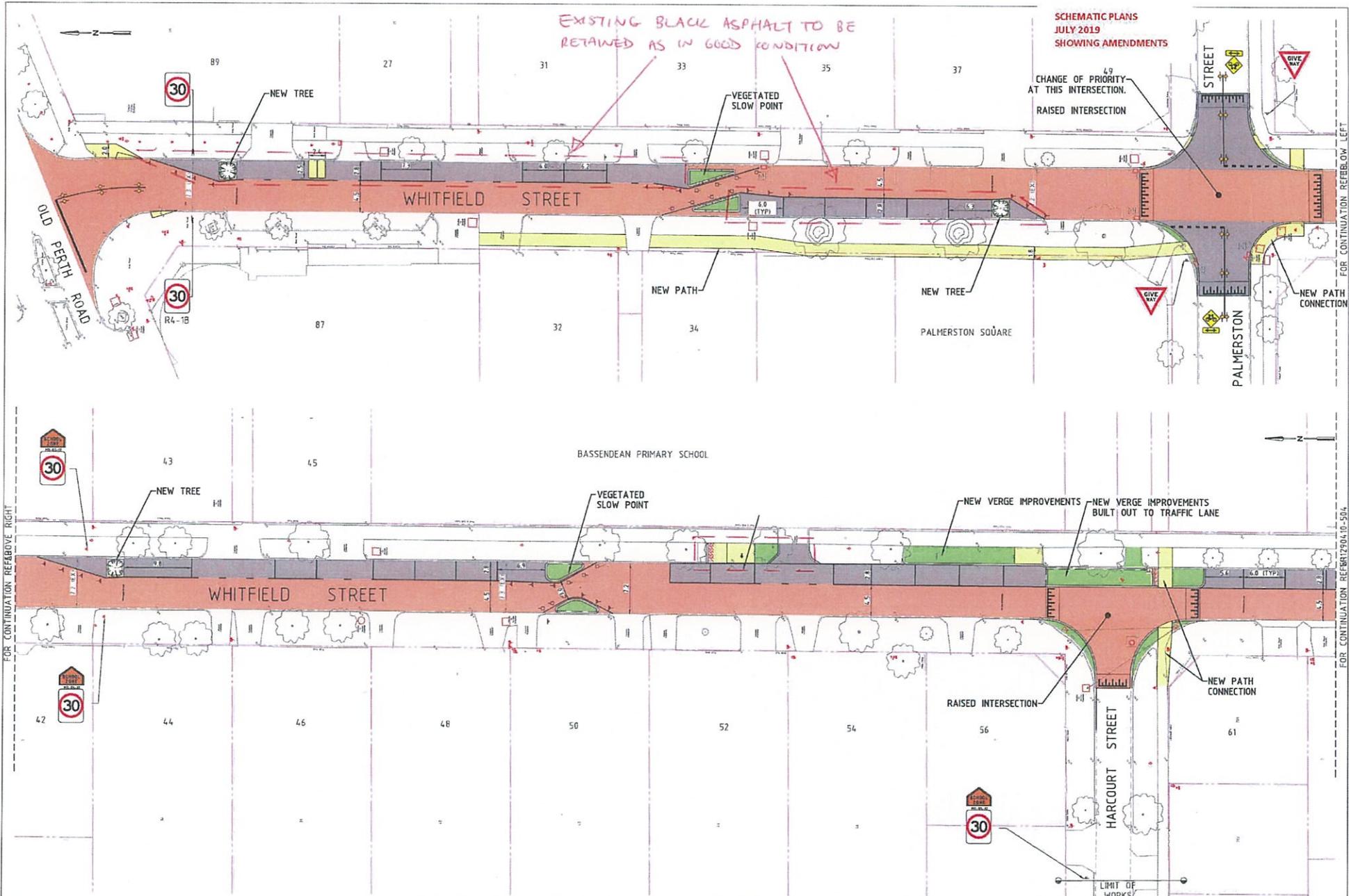
TOWN OF BASSEDEAN
 ASSET SERVICES
 48 OLD PERTH RD
 BASSEDEAN WA 6054
 ABR 20 347 405 100
 Telephone: (08) 9377 9300
 Facsimile: (08) 9279 5436
 Email: mail@bassedean.wa.gov.au
www.bassedean.wa.gov.au

REV	DESCRIPTION	DATE
A.T1	TENDER ISSUE	28.06.2019



SURVEY 101526de-001a.ctb	FIELD BOOK
DESIGN S. PEDRETTI	CAO (ROADS) W/19/06/19-501-502-T1 - Co
DRAWN S. PEDRETTI	DATE 14 JUNE 2019
CHECKED S.H. WU	DATE JUNE 2019
APPROVED TIM JUDD	DATE JUNE 2019
HORIZONTAL SCALE 1:250 VERTICAL SCALE	

DRAWING NAME	
TOWN OF BASSEDEAN	
48 WHITFIELD ST SAFE ACTIVE STREET DESIGN	
DESIGN DRAWINGS	
SHEET 2 OF 9	
DRAWING NUMBER	SIT. REV.



SCHMATIC PLANS
JULY 2019
SHOWING AMENDMENTS

CHANGE OF PRIORITY
AT THIS INTERSECTION.
RAISED INTERSECTION

EXISTING BLACK ASPHALT TO BE
RETAINED AS IN GOOD
CONDITION

TOWN OF BASSEDEAN
ASSET SERVICES

40 OLD PERTH RD
BASSEDEAN WA 6054
PHN 20 247 405 108
www.bassedeau.wa.gov.au

Telephone: (08) 9373 9500
Facsimile: (08) 9279 5436
Email: mail@bassedeau.wa.gov.au
www.bassedeau.wa.gov.au

NO.	DESCRIPTION	DATE
1	TENDER ISSUE	28.06.2019



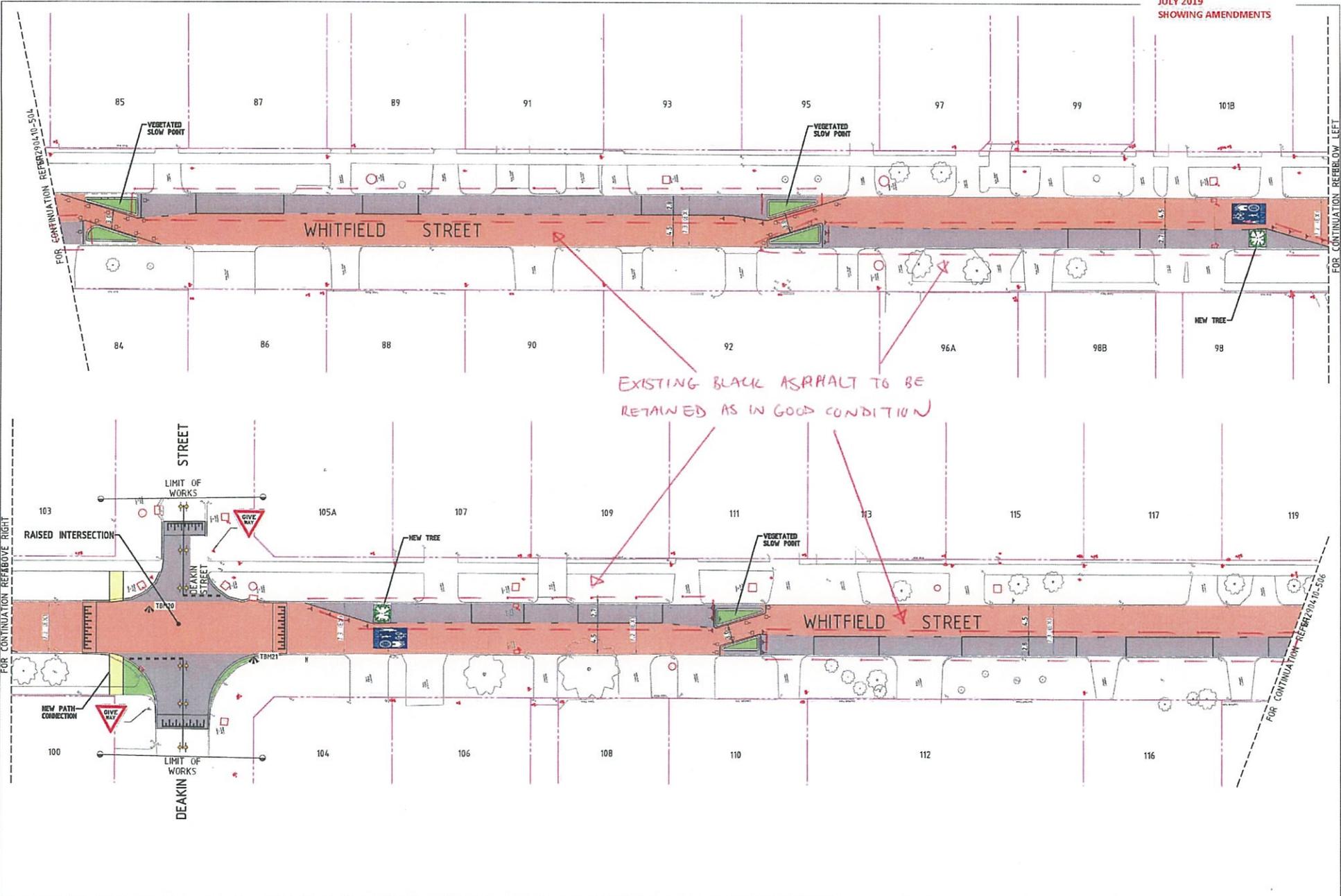
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CHECKED	S.H. WU	DATE	JUNE 2019
APPROVED	TIM JUDD	DATE	JUNE 2019
HORIZONTAL SCALE		1:250	
VERTICAL SCALE			

DRAWING NAME
TOWN OF BASSEDEAN
WHITFIELD ST SAFE ACTIVE STREET DESIGN
DESIGN DRAWINGS
SHEET 3 OF 9

DRAWING NUMBER

BH. REV.

L:\CAPITAL WORKS PROJECTS\CAPITAL WORKS 18--PW\WHITFIELD DESIGNING PRELIMINARY SUB 503.T1 - COPY.DWG PLOTTED BY NICOLE BAXTER ON 04/07/2019 AT 15:06



TOWN OF BASSENDEAN
ASSET SERVICES

48 OLD PERTH RD
BASSENDEAN WA 6054
ABN 20 347 485 108

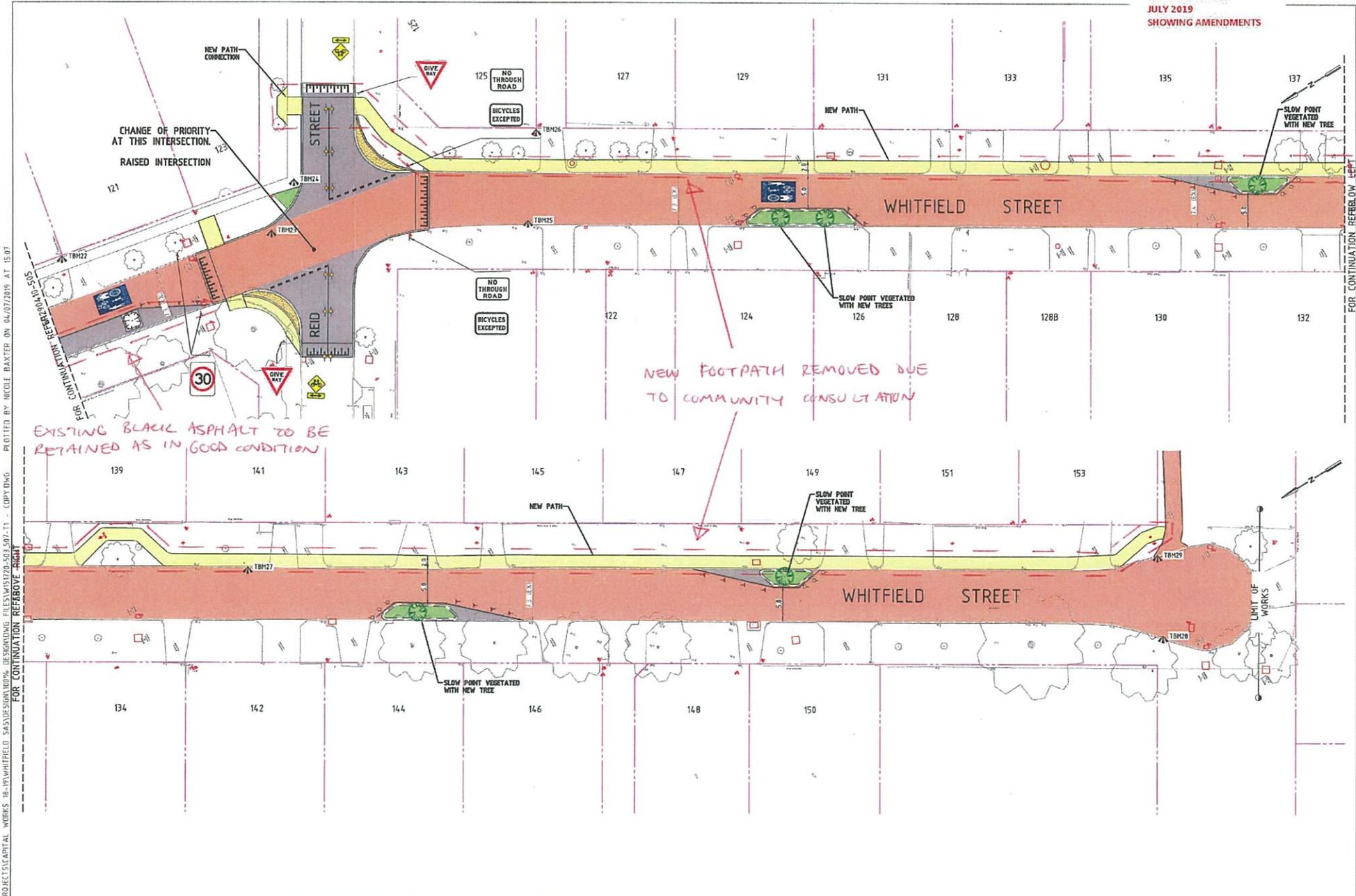
Telephone: (08) 9371 9000
Facsimile: (08) 9270 5416
Email: mail@bassendeane.wa.gov.au
www.bassendeane.wa.gov.au

REV	DESCRIPTION	DATE
A.1	TENDER ISSUE	28.06.2019



SURVEY 101526de-001a.dwg	FIELD BOOK
DESIGN S. PEDRETTI	CAD DRAWING
DRAWN S. PEDRETTI	W751720-583-587-11 - Copy
CHECKED S.H. WU	DATE 16 JUNE 2019
APPROVED TIM JUDD	DATE JUNE 2019
HORIZONTAL SCALE 1:250	
VERTICAL SCALE	

DRAWING NAME	
TOWN OF BASSENDEAN	
#WHITFIELD ST SAFE ACTIVE STREET DESIGN	
DESIGN DRAWINGS	
SHEET 5 OF 9	
DRAWING NUMBER	SHT. REV.



L1 CAPITAL WORKS PROJECT/CAPITAL WORKS 18-19/WHITFIELD ST/AS/DESIGN/100% DESIGNING FILE/5/17/20-503-507-F1 - COPY/DWG PLOTTED BY NICOLE BAXTER ON 04/07/2019 AT 15:07
 FOR CONTINUATION REF ABOVE SHEET

FOR CONTINUATION REF BELOW SHEET



TOWN OF BASSENDEAN
ASSET SERVICES
4/8 OLD PERTH RD
BASSENDEAN WA 6054
AMN 08 947 400 160

Telephone: (08) 9377 9009
Facsimile: (08) 9279 5416
Email: mail@bassendean.wa.gov.au
www.bassendean.wa.gov.au

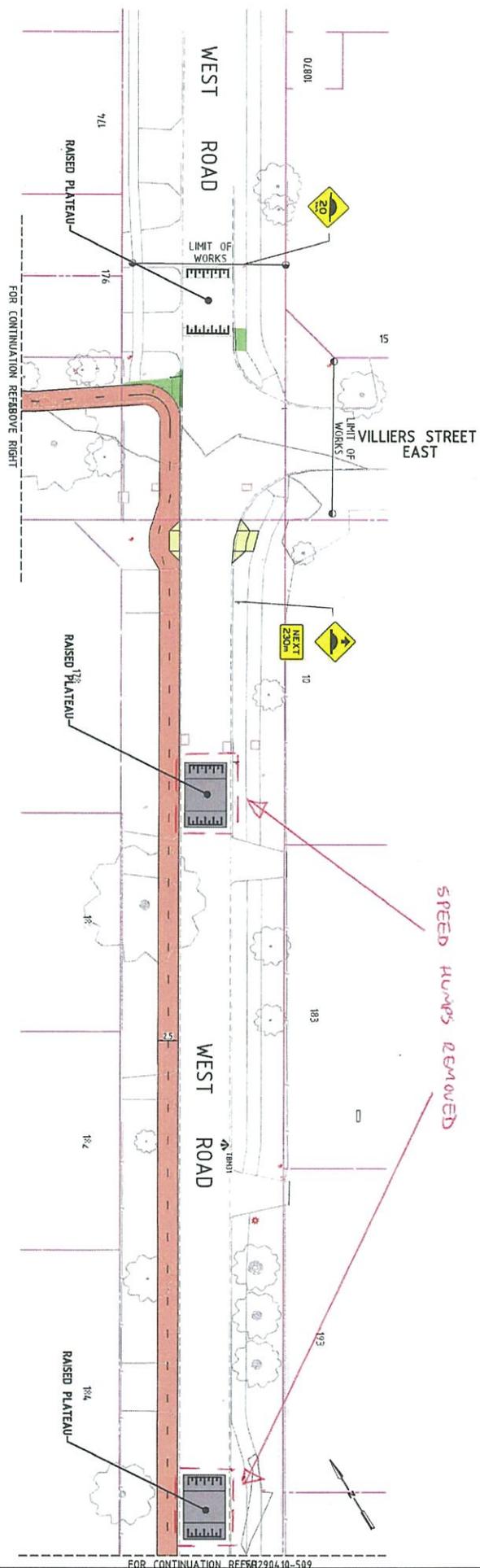
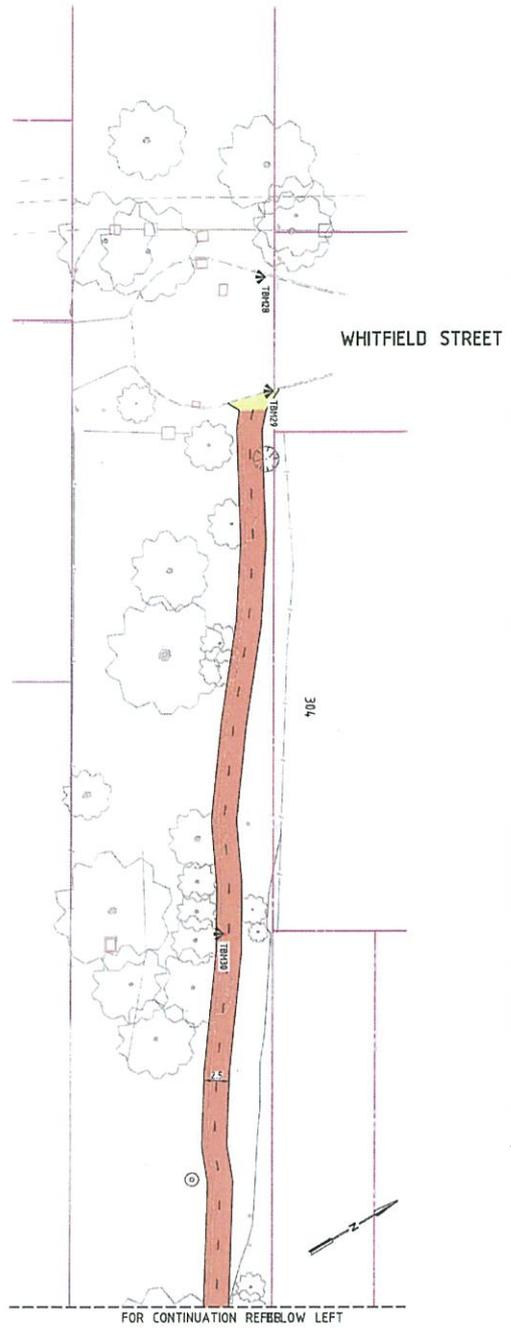
AMENDMENTS	
A.1	TENDER ISSUE
	28.06.2019



SURVEY 101526de-001a.dwg	FIELD BOOK
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CHECKED S.H. WU	DATE JUNE 2019
APPROVED TIM JUDG	DATE JUNE 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE

DRAWING NAME
TOWN OF BASSENDEAN
#WHITFIELD ST SAFE ACTIVE STREET DESIGN
DESIGN DRAWINGS
SHEET 6 OF 9

DRAWING NUMBER
SHT. REV.



SCHEMATIC PLANS
JULY 2019
SHOWING AMENDMENTS

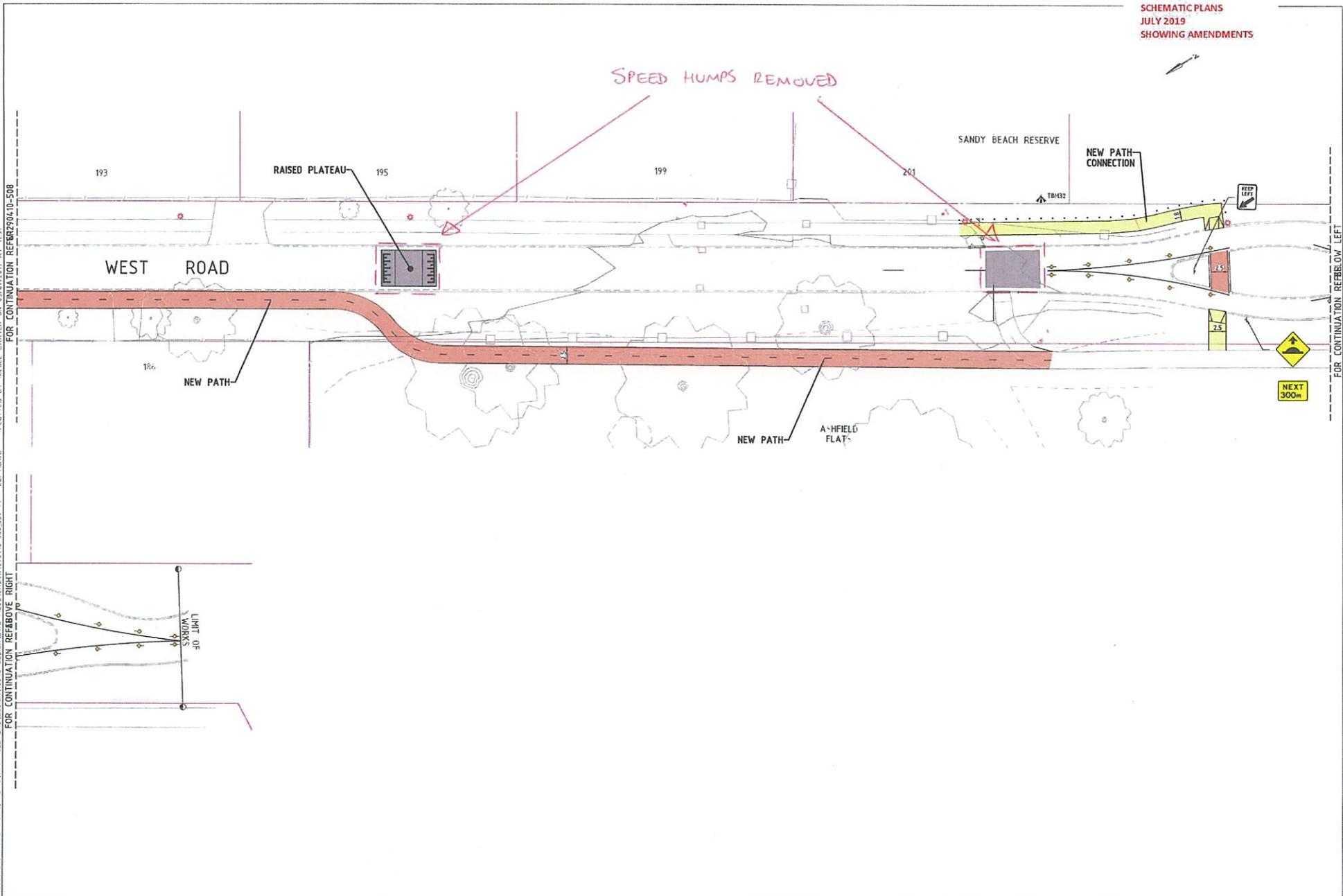
TOWN OF BASSENDEAN
ASSET SERVICES
4th FLOOR, PERTH RD,
BASSENDEAN WA 6004
A/cn 20 347 408 188

Telephone: (08) 9373 4008
Facsimile: (08) 9373 4146
Email: info@bassendean.wa.gov.au
www.bassendean.wa.gov.au

NO.	DESCRIPTION	DATE
1	ISSUED FOR TENDER	28.06.2019
2	FOR AMENDMENTS	
3	FOR AMENDMENTS	
4	FOR AMENDMENTS	
5	FOR AMENDMENTS	
6	FOR AMENDMENTS	
7	FOR AMENDMENTS	
8	FOR AMENDMENTS	
9	FOR AMENDMENTS	
10	FOR AMENDMENTS	

GTA CONSULTANTS
1000/1001, 1002/1003, 1004/1005, 1006/1007, 1008/1009, 1010/1011, 1012/1013, 1014/1015, 1016/1017, 1018/1019, 1020/1021, 1022/1023, 1024/1025, 1026/1027, 1028/1029, 1030/1031, 1032/1033, 1034/1035, 1036/1037, 1038/1039, 1040/1041, 1042/1043, 1044/1045, 1046/1047, 1048/1049, 1050/1051, 1052/1053, 1054/1055, 1056/1057, 1058/1059, 1060/1061, 1062/1063, 1064/1065, 1066/1067, 1068/1069, 1070/1071, 1072/1073, 1074/1075, 1076/1077, 1078/1079, 1080/1081, 1082/1083, 1084/1085, 1086/1087, 1088/1089, 1090/1091, 1092/1093, 1094/1095, 1096/1097, 1098/1099, 1100/1101, 1102/1103, 1104/1105, 1106/1107, 1108/1109, 1110/1111, 1112/1113, 1114/1115, 1116/1117, 1118/1119, 1120/1121, 1122/1123, 1124/1125, 1126/1127, 1128/1129, 1130/1131, 1132/1133, 1134/1135, 1136/1137, 1138/1139, 1140/1141, 1142/1143, 1144/1145, 1146/1147, 1148/1149, 1150/1151, 1152/1153, 1154/1155, 1156/1157, 1158/1159, 1160/1161, 1162/1163, 1164/1165, 1166/1167, 1168/1169, 1170/1171, 1172/1173, 1174/1175, 1176/1177, 1178/1179, 1180/1181, 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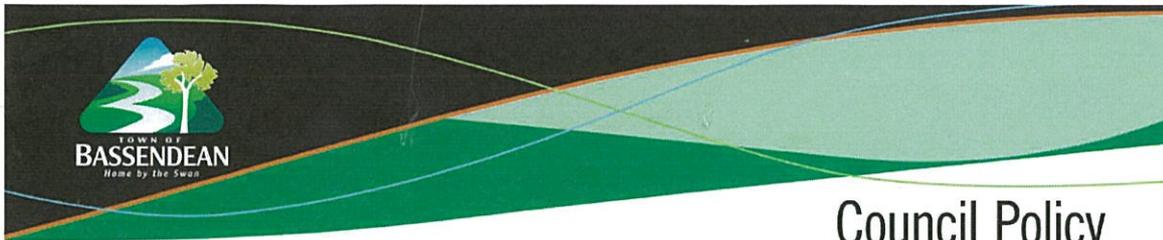


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APPROVED TIM JUDD	DATE JUNE 2019
HORIZONTAL SCALE 1:250	VERTICAL SCALE

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ATTACHMENT NO. 5



Council Policy

DRAFT

Council Policy 1.9 Verges Treatments Policy 2019

1. Introduction

- (a) The Town of Bassendean (Town) recognises the important social and environmental role that safe, aesthetically pleasing and environmentally sustainable verges and streetscapes can provide for the community.
- (b) Verges represent a valued public space and the Town acknowledges and encourages the contribution made by our community in maintaining and landscaping verges.
- (c) Verges are Crown Land and under the care and control of the Town. Verges also host vital public infrastructure and services.
- (d) Nothing in this policy or the guidelines derogates from the Town's responsibility and control in this regard.

2. Policy Purpose

This policy:

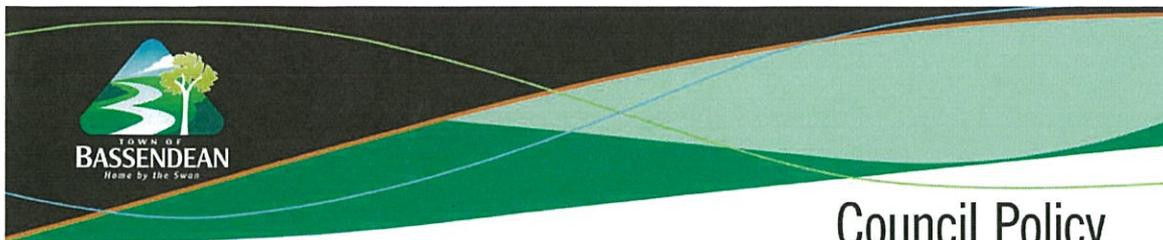
- (a) provides the requirements and direction for permissible verge treatments in the Town of Bassendean Local Government area;
- (b) must be read and applied in conjunction with the Town's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*; [insert hyperlink on publishing]
- (c) must be read and applied in conjunction with the Town's *Verge Treatment Guidelines 2019 (guidelines)*; [insert hyperlink] and
- (d) Protecting the biodiversity and ensuring environmental sustainability is a key priority of the Town. The Town therefore supports and encourages owners and occupiers to apply the Water Corporation's *Waterwise verge best practice guidelines* in verge treatments: www.watercorporation.com.au [insert hyperlink]

3. Policy Scope

- (a) The policy repeals and replaces all previous versions of Council Policy 1.9 *Verge Treatment and Maintenance Policy* and the policy appendix *Permissible Verge Treatments*.
- (b) The policy applies to all owners and occupiers in the Town of Bassendean, Local Government area.
- (c) The policy applies to all verges, existing and new, in the Town of Bassendean, Local Government area, with the exception of verges adjacent to Council controlled reserves.
- (d) Verge trees remain under the control and responsibility of the Town and therefore, this policy does not apply to verge trees.

4. Definitions

For the purpose of this policy, the following definitions apply:



Council Policy

Acceptable material means any material which will create a hard surface and which appears in the **list** set out in the Town's Verge Treatment Guidelines 2019.

Crossing means a crossing giving access from a public thoroughfare to private land or a private thoroughfare serving private land.

Footpath has the meaning given to it in the *Road Traffic Code 2000*.

Permissible verge treatments has the same meaning as set out in clauses 1.2 and 2.7 of the *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*.

Thoroughfare has the same meaning as under the *Local Government Act 1995*, but does not include a private thoroughfare which is not under the management or control of the local government.

Verge means that part of a thoroughfare between the carriageway and the land which abuts the thoroughfare, but does not include any footpath.

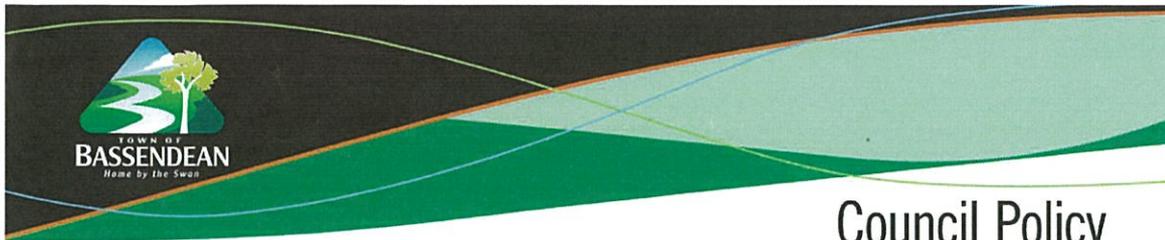
5. Permissible Verge Treatments

- (a) Only permissible verge treatments can be installed or maintained.
- (b) For this policy permissible verge treatments are the same as those set out in clause 2.7 of the *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010 (Thoroughfares Local Law)*.
- (c) Visual and physical access lines for pedestrian and vehicular access across or through the verge shall be maintained.
- (d) An accessible and walkable neighbourhood is a priority for the Town and footpath installation takes precedent over verge treatments, maintenance and installation.
- (e) For the purpose of this policy, 'built structures' do not include raised garden beds which comply with the conditions under **acceptable materials** list set out in the Town of Bassendean Verge Treatment Guidelines 2019.

6. Obligations of Owner or Occupier

- (a) The same obligations as set out in the *Thoroughfare Local Law* applies to owners or occupiers who install or maintain verge treatments.
- (b) Where a verge treatment is in breach of the *Thoroughfares Local Law*, this policy or the guidelines or poses a safety risk or hazard, the Town will request the relevant property owner or occupier to undertake works to meet requirements, or remove the verge treatment.
- (c) Verge treatments must ensure unobstructed physical and visual access for all service infrastructure (poles; pits; manholes), footpaths, driveways and traffic.
- (d) The Town provides a verge slashing program in accordance with established procedures and requirements. Verges maintained by an owner or occupier do not form part of the Town's verge slashing program.
- (e) To ensure that the Town's contractors can gain access for tree pruning under power lines or for other reasons where required.

7. Design Considerations



Council Policy

- (a) The Town's Permissible Verge Treatment Guidelines 2019 sets out the requirements for Verge treatment design.
- (b) Barriers, fences, statues, bunting, signs, stakes or star pickets are not permissible on verge treatments.

8. Permits or Approval

- (a) Verge treatments do not require a permit or approval from the Town, provided that the verge treatment complies with the *Thoroughfares Local Law*; this policy, the verge treatment guidelines or any other relevant policy or local law of the Town or any other written law.
- (b) Where the Town identifies a verge treatment that contravenes the *Thoroughfares Local Law*, this policy, the guidelines or poses a hazard or safety risk, the Town may issue a notice to the owner or occupier to make good, within the time specified in the notice, of any breach.

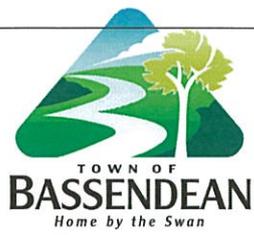
9. Dial Before You Dig

- (a) Prior to commencing any work on the verge, the owner or occupier responsible for the verge treatment should ensure that contact is made with 'Dial before you dig' [insert hyperlink] to identify and protect the safety of any underground or sub-surface service infrastructure (cables; pipes; manholes).
- (b) Where an owner or occupier, or contractor acting on behalf of the owner or occupier, does not take appropriate steps to avoid damage to underground or sub-surface service infrastructure, this may result in the owner or occupier being liable for the costs associated with any damage caused or any repair or replacement required.
- (c) Owners and occupiers should also refer to the Utility Providers Code of Practice [insert hyperlink] prior to commencing work on the verge.

10. Costs for Verge Treatments

- (d) The Town is not liable for upgrade, installation, maintenance or necessary removal of verge treatments.
- (e) The Town is not liable for costs associated with any damage caused by an owner or occupier in the planning, development, installation, maintenance or removal of a verge treatment.

Document Control Box			
Document Responsibilities:			
Owner:	Executive Manager Infrastructure	Owner Business Unit:	Infrastructure
Inception Date:	OCM: XX December 2019	Decision Maker:	Council
Review Date:	December 2021	Repeal & Replace:	Council Policy 1.9 of 12 December 2011: Verge Treatment and Maintenance Policy and Appendix 1 Permissible Verge Treatments.



Town of Bassendean

VERGE TREATMENT GUIDELINES 2019



1. Introduction

The Town of Bassendean (Town) recognises the important social and environmental role that aesthetically pleasing, safe and environmentally sustainable verges and streetscapes can provide for the community. The Town also acknowledges the valued public space that verges represent, and encourage the contribution of our community in maintaining and landscaping verges.

2. Dependencies

These guidelines must be read and applied in conjunction with:

- (a) Council Policy 1.9 Verge Treatment Policy 2019 [\[insert hyperlink\]](#);
- (b) The Town's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010* [\[insert hyperlink\]](#);

- (c) The Water Corporation's Waterwise verge best practice guidelines [\[insert hyperlink\]](#); and
- (d) Other relevant Town policies for Town Planning and Built Environment, available on the Town's website [\[insert hyperlink\]](#).

3. Waterwise and Sustainability

- (a) Protecting the biodiversity and ensuring environmental sustainability is a key priority of the Town. The Town therefore strongly encourages the application of the Water Corporation Waterwise verge best practice guidelines in the planning, development, installation and maintenance of all verge treatments.
- (b) The Water Corporation provides a range of initiatives to assist residents minimise water usage: www.watercorporation.com.au



Source: Original image courtesy of City of Cockburn

4. Permissible Verge Treatments

- (a) The Town's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010* provides for permissible verge treatments.
- (b) See below the conditions for a permissible verge treatments.



PERMISSIBLE VERGE – DO'S ✓

- ✓ must have clear sight visibility at all times
- ✓ must provide safe and clear pedestrian and vehicle access
- ✓ use only acceptable material
- ✓ be Waterwise
- ✓ encourages biodiversity, birds and native animals
- ✓ be environmentally sustainable
- ✓ be aesthetically pleasing
- ✓

PERMISSIBLE VERGE – DON'TS ✗

- ✗ must not include a wall or built structure
- ✗ no thorny, poisonous or hazardous plants or materials
- ✗ no barriers, fences, statues, bunting, signs, star pickets

5. Acceptable Materials List

- (a) Acceptable materials is any material that will create a hard surface and those listed below.

- (b) The Town's Street Tree Protection policy must also be applied [\[insert hyperlink\]](#)
- (c) Refer to the Waterwise plant search available from the Water Corporation. [\[insert hyperlink\]](#)

Acceptable Materials	Conditions
<ul style="list-style-type: none"> ▪ Lawn ▪ Low growing ground cover plants 	<ul style="list-style-type: none"> ▪ Keep a minimum 2 metre wide street tree planting bay for any future street tree. ▪ Use natives, and native animal and bird attracting plants where possible and appropriate. ▪ Refer to the guides available from the Water Corporation about Waterwise plants. [insert hyperlink]
<ul style="list-style-type: none"> ▪ Small porous pavers 	<ul style="list-style-type: none"> ▪ is permitted to a maximum of 30% of the verge area to allow for water infiltration, excluding crossovers and footpaths. ▪ Use pavers that are at least 20 percent porous. ▪ Lay pavers a minimum of 2 metres away from base of any existing tree trunk.

Acceptable Materials	Conditions
	<ul style="list-style-type: none"> ▪ Paving must tolerate limited vehicle traffic ▪ Paving must not be higher than the adjacent kerb line, footpath or crossing.
<ul style="list-style-type: none"> ▪ Water and reticulation systems 	<ul style="list-style-type: none"> ▪ Remember to comply with designated watering days. ▪ Manage and, where possible, recycle storm water on the verge site. ▪ Comply with the Water Corporations Waterwise verge best practice guidelines. [insert hyperlink] ▪ Install below ground irrigation or pop up sprinkler heads. ▪ Protect the tree roots by using hand tools for earth works to install reticulation systems. ▪ Valves and other mechanisms to be located on the owner or occupier's private property. ▪ Watch for and prevent wasted watering of pathways, pavers or crossings.
<ul style="list-style-type: none"> ▪ Composted mulch or chipper mulch material. 	<ul style="list-style-type: none"> ▪ Keep a minimum 2 metre wide street tree planting bay for any future street tree. ▪ Mulch must not be higher than the adjacent kerb line, footpath or crossing.
<ul style="list-style-type: none"> ▪ Raised Garden Beds 	<ul style="list-style-type: none"> ▪ Must not be a 'built structure' such as from timber, sleepers, logs or planks. ▪ Must be a pre-fabricated, pre-assembled garden bed made from galvanised zinc material or similar materials, placed on the surface of the land, and compliant with the height requirements below. ▪ Keep raised garden beds lower than 0.35m (not including vegetation). ▪ Keep a 0.5m setback from footpaths, crossings and street trees. ▪ Keep a 0.5m setback and clear access to vital public services or infrastructure, including power poles or underground services.



6. Unacceptable Materials List

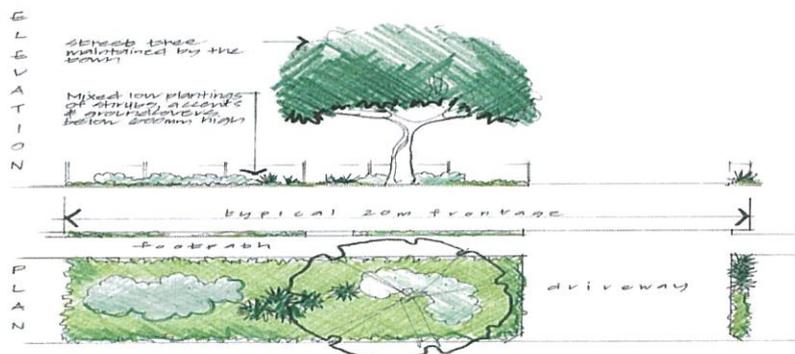
(a) For safety and other reasons there are certain unacceptable materials that cannot be used on verge treatments. These are listed below.

Unacceptable Materials	Reason
<ul style="list-style-type: none"> Frangible materials 	<ul style="list-style-type: none"> Frangible material is able to be broken, may be brittle or disintegrate, which poses safety risks.
<ul style="list-style-type: none"> Loose objects such as gravel or aggregate 	<ul style="list-style-type: none"> Pedestrian and community safety is paramount and some loose objects present a safety risk.
<ul style="list-style-type: none"> Concrete in any form or bitumen. 	<ul style="list-style-type: none"> Concrete and bitumen are low water permeability and also exacerbate storm water runoff, which can cause damage or pose a risk to the community.
<ul style="list-style-type: none"> Artificial Lawn or Turf 	<ul style="list-style-type: none"> Soil health can be effected by artificial lawns and turf. Artificial lawn and turf may cause urban heat islands, absorbing sunlight, emitting heat and creating an area significantly warmer than the surrounding areas.
<ul style="list-style-type: none"> Built Structures 	<ul style="list-style-type: none"> Includes raised garden beds made from timber, sleepers, logs or planks or similar materials. Any structure made with wood, stone, steel, bricks, concrete or similar material that is built with walls and/or a roof.

7. Design Tips

- ✓ Measure your verge and draw up a plan.
- ✓ Consider the choice of materials, plants, mulch, vegetables or trees.
- ✓ Consider options for an edible garden.
- ✓ Mixing plant types and colours can create a pleasing visual effect.

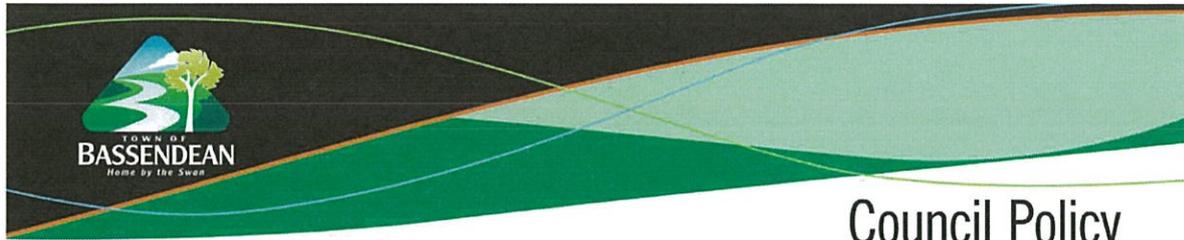
- ✓ Don't forget to leave a space to put rubbish bins out for collection.
- ✓ Leave a pedestrian refuge strip if there is no existing footpath.
- ✓ Allow space for the Town's contractors to access trees under power lines for pruning.
- ✓ The **design below** is an example of a verge treatment design.





Document Control:			
Owner:	Executive Manager Infrastructure	Owner Business Unit:	Infrastructure
Inception Date:	OCM: December 2019 XX	Decision Maker:	Council
Review Date:	December 2021	Repeal & Replace:	Council Policy 1.9 of 12 December 2011: Verge Treatment and Maintenance Policy and Appendix 1 Permissible Verge Treatments.

DRAFT VERS 27.11.2019



Council Policy

1.9 Verges Treatment and Maintenance Policy

Street verges within the Town perform important functions including the provision of space for public utility services, increased public space and the visual linking of streetscapes. In the interests of Bassendean's wellbeing into the future, the Town wishes to encourage landscaping that is waterwise, aesthetically pleasing and reflects our natural heritage.

It is acknowledged that verges form part of the public realm. Whilst Council allocates funding for the maintenance of selected verges, generally those adjacent to major or distributor roads, the Town relies on the goodwill and cooperation of adjacent land owners/occupiers for the maintenance of their verges.

Objectives

The objectives of this policy are to encourage adjacent owners/occupiers to install and maintain Permissible Verges Treatments in accordance to Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law, for the installation and management of verges that are waterwise, aesthetically pleasing, and that reflect our natural heritage.

Council does not mow or slash verges adjacent to all private, commercial or industrial property on the basis that owners and residents with civic pride undertake this activity as a contribution to the amenity of the Town. This allows Council to direct its resources to priority services.

Strategy

The Town of Bassendean will achieve these objectives through the application of "Permissible Verges Treatment" guidelines (see Appendix 1) with which to assess requests to develop new or alter existing verge treatments and the development of a priority verge slashing program to reduce the grass loadings through out the year, within the allocated budget constraints.

Street verge slashing program is a grass reduction service not a lawn mowing service and will be provided within budget constraints, in accordance with the following priorities:

Priority One - Primary and District Distributor Roads – Guildford Rd, Lord St, Walter Rd East, Morley Drive (as arranged with the Shire of Swan), Collier Rd and Railway Parade, and areas required to be carried out for reasons of fire, traffic, cyclist or pedestrian safety.

Priority Two - Local Distributor Roads – West Rd, Ivanhoe St, Old Perth Rd, Hardy Rd, Reid St, Broadway, Northmoor Rd, Iolanthe St, Palmerston St, Shackleton St, Bridson St, Haig St and Colstoun Rd.

Priority Three - Local Roads - Scaddan St, North Rd, Bassendean Parade, Pearson St and Surrey St.

Priority Four - Verges adjacent to vacant and corner blocks, cul-de-sac heads, and closed road sections in other roads.

Note:

1. Verges adjacent to Council controlled reserves are to be mown as part of those reserves; and
2. Verges maintained by the resident are not included in the verge slashing program.

Detail

This policy applies to the portion of land between the road kerb/edge and the property boundary. The requirements of the policy exclude footpaths and crossovers.

Treatments should be attractive and provide a positive enhancement to the streetscape. Street tree planting shall be in accordance to the adopted Street Tree Master Plan. Street trees remain the responsibility of the Town and are therefore, excluded from this policy.

Application

Responsibility for the implementation of this policy rests with the Mayor, Councillors, Council delegates and Chief Executive Officer. The Chief Executive Officer (CEO) has the authority to administer the requirements of this policy. The CEO has on-delegated this authority to the Manager Asset Services.

The Policy is to be reviewed every three years.

Policy Type: Strategic Policy	Policy Owner: Director Operational Services
Link to Strategic Community Plan: Town Planning & Built Environment	First Adopted: OCM-12/12/11
	Last Review Date: March 2014
	Version 1
	Next Review due by: December 2016

Appendix 1

PERMISSIBLE VERGE TREATMENTS

Introduction

The portion of land between a property boundary and the carriageway or road is referred to as the verge. Property owners or residents of land abutting the verge may install a permissible verge treatment.

A permissible verge treatment is one that is approved by Council and subject to stringent conditions.

Waterwise management practices are encouraged for verge treatments. The Water Corporation webpage (www.watercorporation.com.au) has a range of initiatives to assist residents minimise water usage.

Permissible Verge Treatments

The Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010 states:

Division 1 - General prohibitions : A person must not plant any plant except grass within 6m of an intersection

Division 3 - Permissible Verge treatments:

- (1) *An owner or occupier of land, which abuts on a verge, may on that part of the verge directly in front of her or his land install a permissible verge treatment.*
- (2) *The permissible verge treatments are:*
 - (a) *the planting and maintenance of a lawn;*
 - (b) *the planting and maintenance of a garden provided that:*
 - (i) *clear sight visibility is maintained at all times for a person using the abutting thoroughfare in the vicinity of an intersection or bend in the thoroughfare or using a driveway on land adjacent to the thoroughfare for access to or from the thoroughfare;*
 - (ii) *where there is no footpath, a pedestrian has safe and clear access of a minimum width of 2m along that part of the verge immediately adjacent to the kerb;*
 - (iii) *it does not include a wall or built structure; and*
 - (iv) *it is not of a thorny, poisonous or hazardous nature; or*
 - (c) *the installation of an acceptable material; or*
 - (d) *the installation of an acceptable material or other verge treatment in accordance with paragraph (c), and the planting and maintenance of either a lawn or a garden on the balance of the verge in accordance with paragraph (a) or (b).*

Acceptable materials	Conditional requirements
1. Composted mulch or chipper mulch material	➤ Street Tree Protection policy requirements are applied to ensure the long-term health of the tree
2. Small format Permeable/ Porous Pavers	➤ To protect the tree roots, all earth works under the tree drip line shall be performed using hand tools
3. Irrigation system	➤ Verge pavers shall be at least 20 per cent porous
4. Grass	➤ Storm water on verge shall be managed on site
	➤ Verge pavers shall not be laid within 2 metres from base of existing tree trunk

Acceptable materials	Conditional requirements
5. Low growing ground cover plants	<ul style="list-style-type: none"> ➤ A minimum of 2 metre wide street tree planting bay (s) shall be provided for future street tree (s) ➤ No more than one third of the verge shall be paved excluding the crossover ➤ Mulch or paving once installed shall not be higher than the adjacent kerb line, footpath or crossover ➤ Paving shall tolerate limited vehicle traffic ➤ Below ground irrigation / pop up sprinklers

Examples of Non - Acceptable materials	Reason
<ol style="list-style-type: none"> 1. Frangible objects such as mounds, rocks, sleepers, walls, and garden kerbs 2. Loose objects such as gravel or aggregate 3. In-situ concrete, concrete slabs, and bitumen 4. Artificial turf 	<ul style="list-style-type: none"> ➤ Frangible objects may be considered unsafe, cause damage or be used to cause damage ➤ Loose objects impact upon pedestrian safety ➤ Concrete & bitumen have poor water permeability and contribute to storm water flow ➤ Synthetic turf may reduce soil health and contribute to the urban heat island effect by absorbing sunlight and emitting heat

Irrigation & Planting requirements

Irrigation of the verge is an acceptable material on the following condition:

- Gate valve(s) / solenoid valve(s) are located on private property
- Installation of retractable sprinkler heads, level with grass surface
- Irrigation system designed to ensure that the water is not distributed onto paved surfaces.
- Irrigation is applied in accordance to Waterwise for WA water roster requirements.

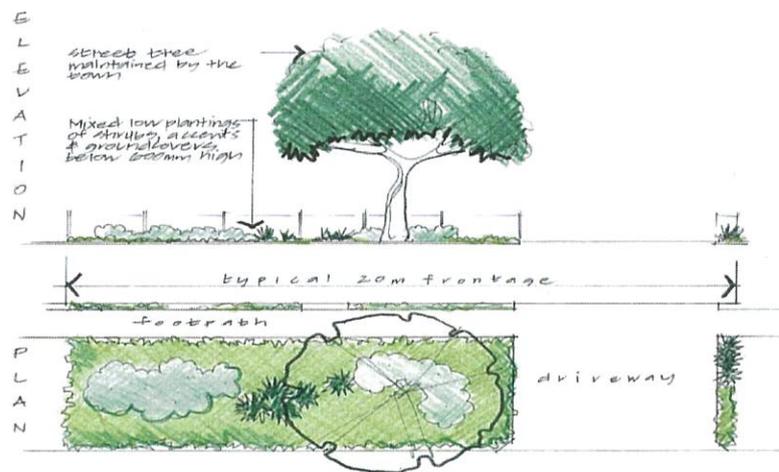
In regards to the landscaping of the verge, it is essential to provide at all times clear sight visibility for both pedestrians and vehicles. Where there is no footpath, safe and clear access shall be provided for pedestrians. No plant except grass or a similar ground cover plant is to be grown within 2 metres of a road edge and no plant except grass or a similar ground cover plant is to be within 6 metres of an intersection. Other low growing plants shall not exceed 0.75 metres in height.

The sketch landscape plan below is provided to assist the owner / occupier of the lot abutting a verge, appreciate visually the verge planting requirements. In this plan, the plants have been arranged so that grass or a similar ground cover plant covers are placed at edges and low growing plant towards the middle of the verge area.

Where street trees are growing under the overhead power lines it is essential that that the Town of Bassendean approved contractors have appropriate machinery access to carry out street tree pruning operations. Should a verge treatment proposal prevent a street tree from being maintained/ pruned or will damage an existing street tree, the application shall be refused.

When considering landscaping a verge, the planting of endemic (local native) low growing groundcovers and shrubs are strongly encouraged. *Grow Local* native plants brochures can be obtained from the Town's Customer Service information desk. The brochure contains a range of hints and information on how to use and look after native plants

Below is an example of a verge landscaped plan



Important Information:

- Please refer to the Council adopted Verge Treatment Policy, Street Tree Protected Policy and the Crossover Policy are available for viewing on the Town of Bassendean webpage at: [www.bassendean.wa.gov.au/information & feedback/policies](http://www.bassendean.wa.gov.au/information%20&%20feedback/policies).
- Before the owner/occupier of the lot abutting a verge or contractors start to dig, plough, excavate or undertake any sub-surface activity, contact the "Dial Before You Dig" service on telephone 1100 to access indicative plans / information within 4-5 days on underground pipes and cables. Failure to take steps to avoid damage may leave you liable for costs incurred in the event of infrastructure damage.
- Local native plants will generally need to be watered for the first two summers until established. Some non-native plant species whilst 'waterwise' should be avoided as there is the potential for seed dispersal into natural areas. For this reason local natives are preferred

APPENDIX 2

VERGE TREATMENT APPLICATION FORM

Name of Applicant:
 Property Address:
 Email:
 Telephone (Hom):(Mob):

Verge Treatment Details

Please (√) tick to confirm the required information has been attach to the verge treatment application form.

- Sketch plan of proposed verge treatment attached
- Specification of material planned to be utilised provided
- If garden to be provided, ensure plant species proposed are clearly shown.
- Reticulation plan of proposed spray or drip reticulation attached
- Dial before you dig information attached
- Request the Town plant and maintain a street tree.

Please Note: If above supporting information is not submitted with application, the Town will have no option but to reject application until relevant information is provided

For General Information Sheets, please refer to the Town of Bassendean web page at : www.bassendean.wa.gov.au/ for the following:

- * "Street Tree" – Telephone 93779000 or request in writing a street tree (s) be planted
- * "Street Tree Protection"- building permit requirements.
- * "Crossovers" – constructed in accordance to Town's specifications
- * "Availability of Mulch" Free mulch during specified time frames or pay for delivery.

I/we, agree:

1. to maintain the verge area in accordance to the approved permissible verge treatment in a good and tidy condition and ensure that pedestrian access will be maintained.
2. that service utilities on occasions will require access to the verge area to undertake underground, above ground routine work and street tree pruning operations.
3. that if the approved permissible verge treatment is damaged as a result of the routine work, the applicant shall reinstate the area at no cost to the Town of Bassendean.

Applicant (s) Name
 Applicant/s Signature
 Date:

Please note that landscaping of verge area shall not be undertaken without written approval that the application is in accordance to the Permissible Verge Treatment requirements

OFFICE USE ONLY

Required Verge Treatment documentation and Plans submitted Yes No

Street Tree Protected policy considered & applied

Yes No

Acceptable materials utilized

Yes No

Pedestrian Access provided

Yes No

Existing / Future Street Tree considered

Yes No

Application

Approved

Refused

Comments:

.....
.....

Officer Title : Date: Applicant advised Yes



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LOCAL GOVERNMENT ACT 1995

TOWN OF BASSENDEAN

ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND PUBLIC PLACES LOCAL LAW 2010

LOCAL GOVERNMENT ACT 1995

TOWN OF BASSENDEAN

**ACTIVITIES ON THOROUGHFARES AND TRADING IN
THOROUGHFARES AND PUBLIC PLACES LOCAL LAW 2010**

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LOCAL GOVERNMENT ACT 1995

TOWN OF BASSENDEAN

ACTIVITIES ON THOROUGHFARES AND TRADING IN
THOROUGHFARES AND PUBLIC PLACES LOCAL LAW 2010

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Town of Bassendean resolved on the 23rd November 2010 to adopt the following local law.

PART 1—PRELIMINARY

1.1 Citation

This local law may be cited as the *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*.

1.2 Definitions

In this local law unless the context otherwise requires—

“**Act**” means the *Local Government Act 1995*;

“**applicant**” means a person who applies for a permit;

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

“**built-up area**” has the meaning given to it in the *Road Traffic Code 2000*;

“**bulk rubbish container**” means a bin or container designed or used for holding a substantial quantity of rubbish and which is unlikely to be lifted without mechanical assistance, but does not include a bin or container used in connection with the local government's regular domestic rubbish or recycling collection service;

“**carriageway**” has the meaning given to it in the *Road Traffic Code 2000*;

“**CEO**” means the Chief Executive Officer of the local government;

“**commencement day**” means the day on which this local law comes into operation;

“**Council**” means the council of the local government;

“**crossing**” means a crossing giving access from a public thoroughfare to—

- (a) private land; or
- (b) a private thoroughfare serving private land;

“**district**” means the district of the local government;

“**footpath**” has the meaning given to it in the *Road Traffic Code 2000*;

“**garden**” means any part of a thoroughfare planted, developed or treated, otherwise than as a lawn, with one or more plants;

“**intersection**” has the meaning given to it in the *Road Traffic Code 2000*;

“**kerb**” includes the edge of a carriageway;

“**lawn**” means any part of a thoroughfare which—

- (a) is planted, by any person, only with grass, or with a similar plant; or
- (b) is planted, by the local government, with any other plant;

“**liquor**” has the meaning given to it in section 3 of the *Liquor Control Act 1988*;

“**local government**” means the Town of Bassendean;

“**local government property**” means anything except a thoroughfare—

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the *Land Administration Act 1997*; or
- (c) which is an “otherwise unvested facility” within section 3.53 of the Act;

“**lot**” has the meaning given to it in the *Planning and Development Act 2005*;

“**owner**” or “**occupier**” in relation to land does not include the local government;

- “**permissible verge treatment**” means a treatment described in clause 2.7(2), and includes any reticulation pipes and sprinklers installed for the purposes of the treatment;
- “**permit**” means a permit issued under this local law;
- “**permit holder**” means a person who holds a valid permit;
- “**person**” does not include the local government;
- “**premises**” for the purpose of the definition of “public place” in both this clause and clause 6.1, means a building or similar structure, but does not include a carpark or a similar place;
- “**public place**” includes any thoroughfare or place which the public are allowed to use, whether or not the thoroughfare or place is on private property, but does not include—
- (a) premises on private property from which trading is lawfully conducted under a written law; and
 - (b) local government property;
- “**regulations**” mean the *Local Government (Functions and General) Regulations 1996*;
- “**sign**” includes a notice, flag, mark, structure or device on which may be shown words, numbers, expressions or symbols;
- “**thoroughfare**” has the meaning given to it in the Act, but does not include a private thoroughfare which is not under the management or control of the local government;
- “**town planning scheme**” means a town planning scheme of the local government made under the *Planning and Development Act 2005*;
- “**townsite**” means the townsite of the local government which is—
- (a) constituted under section 26(2) of the *Land Administration Act 1997*; or
 - (b) referred to in clause 37 of Schedule 9.3 of the Act;
- “**vehicle**” includes—
- (a) every conveyance and every object capable of being propelled or drawn on wheels, tracks or otherwise; and
 - (b) an animal being ridden or driven,
- but excludes—
- (a) a wheel-chair or any device designed for use by a physically impaired person on a footpath; and
 - (b) a pram, a stroller or a similar device; and
- “**verge**” means that part of a thoroughfare between the carriageway and the land which abuts the thoroughfare, but does not include any footpath.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

(1) The *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law* published in the *Government Gazette* on 16 August 2001 is repealed.

(2) Where a policy was made or adopted by the local government under or in relation to a local law repealed by this local law, then the policy is to be taken to no longer have any effect on and from the commencement day.

(3) The Council may resolve that notwithstanding subclause (2) specified policies continue, or are to be taken to have continued, to have effect on and from the commencement day.

PART 2—ACTIVITIES ON THOROUGHFARES AND PUBLIC PLACES

Division 1—General

2.1 General prohibitions

A person must not—

- (a) plant any plant except grass within 6m of an intersection;
- (b) damage a lawn or a garden or remove any plant or part of a plant from a lawn or a garden in a thoroughfare or public place unless—
 - (i) the person is the owner or the occupier of the lot abutting that portion of the thoroughfare and the lawn or the garden or the particular plant has not been installed or planted by the local government; or
 - (ii) the person is acting under the authority of a written law;
- (c) place, or allow to be placed or remain, on a thoroughfare or verge any thing (except water) that—
 - (i) obstructs the thoroughfare or verge; or
 - (ii) results in a hazard for any person using the thoroughfare or verge;
- (d) unless at the direction of the local government, damage, remove or interfere with any signpost, direction plate, guidepost, notice, shelter, shed, fence or any structure erected on a thoroughfare by the local government or a person acting under the authority of a written law;
- (e) play or participate in any game or sport so as to cause danger to any person or thing or impede the movement of vehicles or persons on a thoroughfare;

- (f) within a mall, arcade or veranda of a shopping centre, ride any skateboard, rollerblades, bicycles, scooters or similar device; or
- (g) remove or kill by felling, poison or any other means a tree on a verge area or thoroughfare or verge unless the person is—
 - (i) acting under authority of a permit issued by the local government; or
 - (ii) a local government employee or contractor engaged by the local government to undertake work in relation to a particular tree or trees on thoroughfares in the district or on local government property generally; or
 - (iii) acting under authority of a written law.

2.2 Activities allowed with a permit—general

(1) A person shall not, without a permit—

- (a) dig or otherwise create a trench through or under a kerb or footpath;
- (b) subject to Division 3 of this Part, throw, place or deposit any thing on a verge except for removal by the local government under a bulk rubbish collection, and then only during the period of time advertised in connection with that collection by the local government;
- (c) cause any obstruction to a vehicle or a person using a thoroughfare as a thoroughfare;
- (d) cause any obstruction to a water channel or a water course in a thoroughfare;
- (e) throw, place or drain offensive, noxious or dangerous fluid onto a thoroughfare;
- (f) damage a thoroughfare, kerb or footpath;
- (g) light any fire or burn any thing on a thoroughfare other than in a stove or fireplace provided for that purpose;
- (h) fell any tree onto a thoroughfare;
- (i) unless installing, or in order to maintain, a permissible verge treatment—
 - (i) lay pipes under or provide taps on any verge; or
 - (ii) place or install any thing on any part of a thoroughfare, including gravel, stone, flagstone, cement, concrete slabs, blocks, bricks, pebbles, plastic sheeting, kerbing, wood chips, bark or sawdust;
- (j) provide, erect, install or use in or on any building, structure or land abutting on a thoroughfare any hoist or other thing for use over the thoroughfare;
- (k) on a public place use anything or do anything so as to create a nuisance;
- (l) place or cause to be placed on a thoroughfare a bulk rubbish container;
- (m) interfere with the soil of, or anything in a thoroughfare or take anything from a thoroughfare;
- (n) prune or lop a tree on a verge or in a thoroughfare unless that person is—
 - (i) a local government employee or contractor engaged by the local government to undertake work in relation to a particular tree or trees on thoroughfares in the district or on local government property generally; or
 - (ii) acting under authority of a written law;
- (o) plant or sow any seeds in a thoroughfare;
- (p) clear or maintain in a cleared state, the surface of a thoroughfare within 1m of that person's land; or
- (q) construct a firebreak on a thoroughfare.

(2) The local government may exempt a person from compliance with subclause (1) on the application of that person.

2.3 No possession and consumption of liquor on thoroughfare

(1) A person shall not consume any liquor or have in her or his possession or under her or his control any liquor on a thoroughfare unless—

- (a) that is permitted under the *Liquor Control Act 1988* or under another written law; or
- (b) the person is doing so in accordance with a permit;

(2) Subclause (1) does not apply where the liquor is in a sealed container.

Division 2—Vehicle Crossings

2.4 Temporary Crossings

(1) Where it is likely that works on a lot will involve vehicles leaving a thoroughfare and entering the lot, the person responsible for the works must obtain a permit for the construction of a temporary crossing to protect the existing carriageway, kerb, drains and footpath, where—

- (a) a crossing does not exist; or
- (b) a crossing does exist, but the nature of the vehicles and their loads is such that they are likely to cause damage to the crossing.

(2) The "person responsible for the works" in subclause (1) is to be taken to be—

- (a) the builder named on the building licence issued under the *Local Government (Miscellaneous Provisions) Act 1960*, if one has been issued in relation to the works; or
- (b) the registered proprietor of the lot, if no building licence has been issued under the *Local Government (Miscellaneous Provisions) Act 1960* in relation to the works.

(3) If the local government approves an application for a permit for the purpose of subclause (1), the permit is taken to be issued on the condition that until such time as the temporary crossing is removed, the permit holder shall keep the temporary crossing in good repair and in such a condition so as not to create any danger or obstruction to persons using the thoroughfare.

2.5 Removal of redundant crossing

(1) Where works on a lot will result in a crossing no longer giving access to a lot, the crossing is to be removed and the kerb, drain, footpath, verge and any other part of the thoroughfare affected by the removal are to be reinstated to the satisfaction of the local government.

(2) The local government may give written notice to the owner or occupier of a lot requiring her or him to—

- (a) remove any part of or all of a crossing which does not give access to the lot; and
- (b) reinstate the kerb, drain, footpath, verge and any other part of the thoroughfare, which may be affected by the removal,

within the period of time stated in the notice, and the owner or occupier of the lot shall comply with that notice.

Division 3—Verge Treatments

2.6 Interpretation

In this Division, unless the context otherwise requires—

“**acceptable material**” means any material which will create a hard surface, and which appears on a list of acceptable materials maintained by the local government.

2.7 Permissible verge treatments

(1) An owner or occupier of land, which abuts on a verge, may on that part of the verge directly in front of her or his land install a permissible verge treatment.

(2) The permissible verge treatments are—

- (a) the planting and maintenance of a lawn;
- (b) the planting and maintenance of a garden provided that—
 - (i) clear sight visibility is maintained at all times for a person using the abutting thoroughfare in the vicinity of an intersection or bend in the thoroughfare or using a driveway on land adjacent to the thoroughfare for access to or from the thoroughfare;
 - (ii) where there is no footpath, a pedestrian has safe and clear access of a minimum width of 2m along that part of the verge immediately adjacent to the kerb;
 - (iii) it does not include a wall or built structure; and
 - (iv) it is not of a thorny, poisonous or hazardous nature; or
- (c) the installation of an acceptable material; or
- (d) the installation of an acceptable material or other verge treatment in accordance with paragraph (c), and the planting and maintenance of either a lawn or a garden on the balance of the verge in accordance with paragraph (a) or (b).

2.8 Only permissible verge treatments to be installed

(1) A person shall not install or maintain a verge treatment that is not a permissible verge treatment.

(2) The owner and occupier of the lot abutting a verge treatment referred to in subclause (1) are each to be taken to have installed and maintained that verge treatment for the purposes of this clause and clause 2.9.

2.9 Obligations of owner or occupier

An owner or occupier who installs or maintains a permissible verge treatment must—

- (a) keep the permissible verge treatment in a good and tidy condition and ensure, where the verge treatment is a garden or lawn, that a footpath on the verge and a carriageway adjoining the verge is not obstructed by the verge treatment;
- (b) ensure the verge treatment does not cause a sight distance obstruction to any person using a footpath on the verge or a carriageway or crossing adjoining the verge or in proximity to it;
- (c) not place any obstruction on or around the verge treatment;
- (d) not disturb a footpath on the verge;
- (e) ensure that the verge treatment does not damage or obstruct a drain, manhole, gully, inspection pit, channel, kerb, or tree planted by the local government; and
- (f) ensure that any sprinklers or pipes installed to irrigate a verge treatment—
 - (i) do not protrude above the level of the lawn when not in use;
 - (ii) are not used at such times so as to cause unreasonable inconvenience to pedestrians or other persons; and
 - (iii) do not otherwise present a hazard to pedestrians or other persons.

2.10 Notice to owner or occupier

The local government may give a notice in writing to the owner or the occupier of a lot abutting on a verge to make good, within the time specified in the notice, any breach of a provision of this Division.

2.11 Transitional provision

(1) In this clause—

“former provisions” means one or more of the provisions on a repealed local law which permitted certain types of verge treatments; and

“repealed local law” means the local law that is repealed by clause 1.4. without the consent of the local government.

(2) A verge treatment which—

(a) was installed prior to the commencement day; and

(b) on the commencement day is a type of verge treatment which was permitted under and complied with the former provisions, is to be taken to be a permissible verge treatment for so long as the verge treatment remains of the same type and continues to comply with the former provisions.

2.12 Power to carry out public works on verge

Where the local government or an authority empowered to do so under a written law disturbs a verge, the local government or the authority—

(a) is not liable to compensate any person for that disturbance;

(b) may backfill with sand, if necessary, any garden or lawn; and

(c) is not liable to replace or restore any—

(i) verge treatment and, in particular, any plant or any acceptable material or other hard surface; or

(ii) sprinklers, pipes or other reticulation equipment.

*Division 4—Property Numbers***2.13 Interpretation**

In this Division, unless the context requires otherwise—

“number” means a number of a lot with or without an alphabetical suffix indicating the address of the lot by reference to a thoroughfare.

2.14 Assignment of numbers

The local government may assign a number to a lot in the district and may assign another number to the lot instead of that previously assigned.

*Division 5—Fencing***2.15 Public place—clause 4(1) of Division 1, Schedule 3.1 of Act**

Each of the following places are specified as a public place for the purpose of item 4(1) of Division 1 of Schedule 3.1 of the Act—

(a) a public place, as that term is defined in clause 1.2; and

(b) local government property.

*Division 6—Signs Erected by the Local Government***2.16 Signs**

(1) A local government may erect a sign on a public place specifying any conditions of use which apply to that place.

(2) A person shall comply with a sign erected under subclause (1).

(3) A condition of use specified on a sign erected under subclause (1) is to be for the purpose of giving notice of the effect of a provision of this local law.

2.17 Transitional

Where a sign erected on a public place has been erected under a local law of the local government repealed by this local law, then on and from the commencement day, it is to be taken to be a sign erected under clause 2.16 if—

(a) the sign specifies a condition of use relating to the public place which gives notice of the effect of a provision of this local law; and

(b) the condition of use specified is not inconsistent with any provision of this local law.

*Division 7—Driving on a Closed Thoroughfare***2.18 No driving on closed thoroughfare**

(1) In this clause—

“closed thoroughfare” means a thoroughfare wholly or partially closed under section 3.50 or 3.50A of the Act.

(2) A person shall not drive or take a vehicle on a closed thoroughfare unless—

(a) that is in accordance with any limits or exceptions specified in the order made under section 3.50 of the Act; or

(b) the person has first obtained a permit.

PART 3—ADVERTISING SIGNS ON THOROUGHFARES*Division 1—Preliminary***3.1 Interpretation**

In this Part, unless the context otherwise requires—

“**advertising sign**” means a sign used for the purpose of advertising a business, organisation, person, service, product or event and includes an “election sign”;

“**direction sign**” means a sign used to provide direction to another place where an activity or event is taking place, but does not include any such sign erected or affixed by the local government or the Commissioner of Main Roads;

“**infrequent or occasional**” means a one off or annual occurrence; and

“**portable sign**” means a portable free standing advertising sign or direction sign which is not placed on or affixed to any natural feature, including a rock or tree, or on any structure located within a thoroughfare.

*Division 2—Permit***3.2 Portable advertising signs and portable direction signs**

(1) A person shall not—

(a) erect or place an advertising sign or direction sign on any part of a thoroughfare without the prior approval of the local government; and

(b) place a sign of any other description on any part of a thoroughfare.

(2) Notwithstanding subclause (1), a permit is not required in respect of a portable direction sign which complies with the following—

(a) the sign does not exceed 500mm in height or 0.5m² in area;

(b) the sign is placed on a thoroughfare on an infrequent or occasional basis only to direct attention to a place where an activity or event is occurring, during the hours of that activity or event;

(c) the number of portable direction signs providing direction to the place where the activity or event is occurring shall not exceed 4 in total;

(d) the sign shall use symbols and lettering of a sufficient size so as to be clearly legible when observed from a distance;

(e) the content of the sign shall be limited to advertising an activity or event and providing direction to its location;

(f) the sign shall only be placed for the duration of the activity or event to which the sign relates;

(g) the sign shall be secured while placed so as to not become a hazard, particularly when subject to wind loads;

(h) the sign shall not be placed on a footpath;

(i) the sign shall not be placed within 1m of a vehicle carriageway and a carriageway will be deemed to include a parking bay; and

(j) the sign shall not be placed in any other location where, in the opinion of the local government, the sign is likely to obstruct sight lines along a thoroughfare or cause danger to any person using the thoroughfare.

(3) Notwithstanding subclause (1), a permit is not required in respect of a portable advertising sign which complies with the following—

(a) the sign does not exceed 1m in height or 1m² in area;

(b) the sign shall use symbols and lettering of a sufficient size so as to be clearly legible when observed from a distance;

(c) the content of the sign shall be limited to advertising a business, organisation, person, service, product or event;

(d) the sign shall be the only portable advertising sign serving the building, property or business to which the sign relates (1 sign per business/property/building);

(e) the sign shall only be placed during the business hours to which the sign relates;

(f) the sign shall be secured while placed so as to not become a hazard, particularly when subject to wind loads;

(g) the sign shall, in all instances, be located directly adjacent to the building, property or business to which the sign relates;

(h) the sign shall not be placed on a footpath;

(i) notwithstanding subclause (3)(h), the sign may be placed on a footpath if the verge adjoining the building, property or business to which the sign relates consists only of a footpath. In this instance the sign must be—

(i) located within a trading zone or alfresco dining zone if one has been approved for the subject property; or

(ii) where a trading zone or alfresco dining zone has not been approved for the subject property the sign must be placed such that it abuts the property's front boundary; and

(iii) the placement of a sign on a footpath must not reduce the footpaths effective width for use by pedestrians to a distance less than 1.8m.

- (j) the sign shall not be placed within 1m of a vehicle carriageway and a carriageway will be deemed to include a parking bay;
- (k) the sign shall not be placed in any other location where, in the opinion of the local government, the sign is likely to obstruct sight lines along a thoroughfare or cause danger to any person using the thoroughfare; and
- (l) the sign owner must maintain public liability insurance cover to a level agreed to by the local government. A copy of the insurance must be provided to the Town on an annual basis, or such other time as required by the Town, as evidence that the insurance cover has been renewed.

3.3 General Discretion

- (1) Notwithstanding other sections in this local law, the local government may consent to the placement of a sign that does not comply with a requirement or standard of this local law.
- (2) In determining whether to grant its approval to the placement of any sign, the local government may consider, in addition to any other matter, whether the placement of the sign would have an adverse affect on—
 - (a) the safe or convenient use of any land; or
 - (b) the safety or convenience of any person.

PART 4—OBSTRUCTING ANIMALS, VEHICLES OR SHOPPING TROLLEYS

Division 1—Animals and Vehicles

4.1 Leaving an animal or vehicle in a public place or on local government property

- (1) A person shall not leave an animal or a vehicle, or any part of a vehicle, in a public place or on local government property so that it obstructs the use of any part of that public place or local government property, unless that person has first obtained a permit or is authorised to do so under a written law.
- (2) Subject to any other local law, a person does not contravene subclause (1) where the animal is secured or tethered for a period not exceeding 1 hour.
- (3) Subject to any other local law, a person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

4.2 Prohibitions relating to animals

- (1) In subclause (2), “owner” in relation to an animal includes—
 - (a) an owner of the animal;
 - (b) a person who has the animal in his or her possession or under his or her control; and
 - (c) the occupier of any premises where the animal is ordinarily kept or ordinarily permitted to live.
- (2) An owner of an animal shall not—
 - (a) allow the animal to enter or remain for any time on any thoroughfare except for the use of the thoroughfare as a thoroughfare and unless it is led, ridden or driven;
 - (b) allow the animal which has a contagious or infectious disease to be led, ridden or driven in a public place;
 - (c) train or race the animal on a thoroughfare; or
 - (d) subject to subclause (4), allow the animal to defecate on a thoroughfare.
- (3) An owner of a horse shall not lead, ride or drive a horse on a thoroughfare in a built-up area, unless that person does so under a permit or under the authority of a written law.
- (4) An owner of an animal does not commit an offence if the defecation is immediately removed.

4.3 Removal of vehicle or animal

An authorised person may impound an animal or vehicle left in contravention of clause 4.1

Division 2—Shopping Trolleys

4.4 Interpretation

In this Division—

“retailer” means a proprietor of a shop in respect of which shopping trolleys are provided for the use of customers of the shop; and

“shopping trolley” means a wheeled container or receptacle supplied by a retailer to enable a person to transport goods.

4.5 Shopping trolley to be marked

A retailer shall clearly mark its name or its trading name on any shopping trolley made available for the use of customers.

4.6 Person not to leave trolley in public place

A person shall not leave a shopping trolley in a public place or on local government property other than in an area set aside for the storage of shopping trolleys.

4.7 Retailer to remove abandoned trolley

(1) If a shopping trolley is found in a public place or on local government property, other than in an area set aside for the storage of shopping trolleys, the local government may advise (verbally or in writing) a retailer whose name is marked on the trolley of the location of the shopping trolley.

(2) A retailer shall remove a shopping trolley within 24 hours of being so advised under subclause (1).

4.8 Retailer taken to own trolley

In the absence of any proof to the contrary, a shopping trolley is to be taken to belong to a retailer whose name is marked on the trolley.

4.9 Impounding of abandoned trolley

An authorised person may impound a shopping trolley that is—

- (a) left on a thoroughfare, verge or local government property that is not marked in accordance with clause 4.5; or
- (b) not removed by a retailer after having been so advised under clause 4.7(2).

PART 5—TRADING IN THOROUGHFARES AND PUBLIC PLACES*Division 1—Stallholders and Traders***5.1 Interpretation**

In this Division, unless the context otherwise requires—

“public place” includes—

- (a) any thoroughfare or place which the public are allowed to use whether or not the thoroughfare or place is on private property; and
- (b) local government property, but does not include premises on private property from which trading is lawfully conducted under a written law.

“stall” means a movable or temporarily fixed structure, stand, table or vehicle in, on or from which goods or services are sold, hired or offered for sale or hire;

“stallholder” means a person in charge of a stall;

“stallholder’s permit” means a permit issued to a stallholder;

“trader” means a person who carries on trading;

“trader’s permit” means a permit issued to a trader; and

“trading” includes—

- (a) the selling or hiring of, the offering for sale or hire of or the soliciting of orders for goods or services in a public place;
- (b) displaying goods in any public place for the purpose of—
 - (i) offering them for sale or hire;
 - (ii) inviting offers for their sale or hire;
 - (iii) soliciting orders for them; or
 - (iv) carrying out any other transaction in relation to them.

5.2 Stallholder’s permit

A person shall not conduct a stall on a public place unless that person is—

- (a) the holder of a valid stallholder’s permit; or
- (b) an assistant specified in a valid stallholder’s permit.

5.3 Trader’s permit

A person shall not carry on trading unless that person is—

- (a) the holder of a valid trader’s permit; or
- (b) an assistant specified in a valid trader’s permit.

5.4 No permit required to sell newspaper

Despite any other provision of this local law, a person who sells, or offers for sale, a newspaper is not required to obtain a permit.

5.5 Conduct of stallholders and traders

(1) A stallholder while conducting a stall or a trader while trading, must—

- (a) display her or his permit in a conspicuous place on the stall, vehicle or temporary structure or, if there is no stall, vehicle or temporary structure, carry the permit with him or her while conducting a stall or trading;
- (b) not display a permit unless it is a valid permit; and
- (c) when selling goods by weight, carry and use for that purpose, scales tested and certified in accordance with the provisions of the *Trade Measurement Administration Act 2006*.

(2) A stallholder or trader must not—

- (a) deposit or store any thing or any part of a thoroughfare so as to obstruct the movement of pedestrians or vehicles;
- (b) act in an offensive manner; or

- (c) use or cause to be used any apparatus or device, including any flap or shelf, whereby the dimensions of a stall, vehicle or structure are increased beyond those specified in the permit.

Division 2—Street entertainers

5.6 Interpretation

In this Division, unless the context otherwise requires—

- “perform” includes to play a musical instrument, sing, mime, dance, give an acrobatic or aerobic display or entertain, but does not include public speaking;
- “permit” means a permit issued for the purpose of clause 5.7;
- “permitted area” means the area or areas, specified in a permit, in which the permit holder may perform; and
- “permitted time” means the time or times, specified in a permit, during which the permit holder may perform.

5.7 Permit required to perform

A person shall not perform in a public place without a permit.

5.8 Variation of permitted area and permitted time

(1) The local government may by notice in writing to a permit holder vary—

- (a) the permitted area;
- (b) the permitted time; or
- (c) both the permitted area and the permitted time,

shown on a permit.

(2) The local government may direct a permit holder to move from one permitted area to another permitted area, if more than one area is specified in a permit.

5.9 Duration of permit

A permit is valid for a period of 3 months after the date on which it is issued unless it is sooner cancelled under this local law.

5.10 Cancellation of permit

The local government may cancel a permit, if in the opinion of an authorised person—

- (a) the volume of sound caused by the permit holder in connection with the performance adversely affects the enjoyment, convenience or comfort of other persons in a public place; or
- (b) the performance otherwise constitutes a nuisance.

Division 3—Outdoor Eating Facilities on Public Places

5.11 Interpretation

In this Division—

- “facility” means an outdoor eating facility or establishment on any part of a public place, but does not include such a facility or establishment on private land;
- “permit holder” means the person to whom a permit has been issued for the purpose of clause 5.12; and
- “public place” has the meaning given to it in clause 5.1.

5.12 Permit required to conduct facility

A person shall not establish or conduct a facility without a permit.

5.13 Removal of facility unlawfully conducted

Where a facility is conducted without a permit, or in contravention of a condition of a permit, any tables, chairs, umbrellas or other equipment may be removed by an authorised person and impounded in accordance with the Act.

5.14 Temporary removal of facility may be requested

(1) The permit holder for a facility is to temporarily remove the facility when requested to do so on reasonable grounds by an authorised person or a member of the Police Service or an emergency service.

(2) The permit holder may replace the facility removed under subclause (1) as soon as the person who directed her or him to remove it allows it to be replaced.

PART 6—PERMITS

Division 1—Applying for a permit

6.1 Application for permit

(1) Where a person is required to obtain a permit under this local law, that person must apply for the permit in accordance with subclause (2).

(2) An application for a permit under this local law must—

- (a) be in the form determined by the local government;
- (b) be signed by the applicant;

- (c) provide the information required by the form;
 - (d) contain other information required, for that particular type of permit, under this local law; and
 - (e) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (3) The local government may require an applicant to provide additional information reasonably related to an application before determining an application for a permit.
- (4) The local government may require an applicant to give local public notice of the application for a permit.
- (5) The local government may refuse to consider an application for a permit which is not in accordance with subclause (2).

6.2 Decision on application for permit

- (1) The local government may—
- (a) approve an application for a permit unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for a permit.
- (2) If the local government approves an application for a permit, it is to issue to the applicant a permit in the form determined by the local government.
- (3) If the local government refuses to approve an application for a permit, it is to give written notice of that refusal to the applicant.
- (4) Where a clause of this local law refers to conditions which may be imposed on a permit or which are to be taken to be imposed on a permit, the clause does not limit the power of the local government to impose other conditions on the permit under subclause (1)(a).
- (5) Where a clause of this local law refers to the grounds on which an application for a permit may be or is to be refused, the clause does not limit the power of the local government to refuse the application for a permit on other grounds under subclause (1)(b).

6.3 Relevant considerations in determining application for permit

- (1) In determining an application for a permit, the local government is to have regard to—
- (a) any relevant policy of the local government;
 - (b) the desirability of the proposed activity;
 - (c) the location of the proposed activity; and
 - (d) such other matters as the local government may consider to be relevant in the circumstances of the case.
- (2) The local government may refuse to approve an application for a permit on any one or more of the following grounds—
- (a) that the applicant has committed a breach of any provision of this local law or of any written law relevant to the activity in respect of which the permit is sought;
 - (b) that the applicant is not a desirable or suitable person to hold a permit; or
 - (c) such other grounds as the local government may consider to be relevant in the circumstances of the case.

Division 2—Conditions

6.4 Conditions which may be imposed on a permit

The local government may approve an application for a permit subject to conditions relating to—

- (a) the payment of a fee;
- (b) the duration and commencement of the permit;
- (c) the commencement of the permit being contingent on the happening of an event;
- (d) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
- (e) the approval of another application for a permit which may be required by the local government under any written law;
- (f) the area of the district to which the permit applies;
- (g) where a permit is issued for an activity which will or may cause damage to a public place, the payment of a deposit or bond against such damage;
- (h) the obtaining of public risk insurance in an amount and on terms reasonably required by the local government; and
- (i) the provision of an indemnity from the permit holder indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the use of the public place by the permit holder.

6.5 Imposing conditions under a policy

- (1) In this clause—

“**policy**” means a policy of the local government adopted by the Council containing conditions subject to which an application for a permit may be approved under clause 6.2(1)(a).

- (2) Under clause 6.2(1)(a) the local government may approve an application subject to conditions by reference to a policy.
- (3) The local government is to give a copy of the policy, or the part of the policy which is relevant to the application for a permit, with the form of permit referred to in clause 6.2(2).
- (4) An application for a permit is to be taken not to have been approved subject to the conditions contained in a policy until the local government gives the permit holder a copy of the policy or the part of the policy which is relevant to the application.
- (5) Sections 5.94 and 5.95 of the Act shall apply to a policy and for that purpose a policy is to be taken to be information within section 5.94(u)(i) of the Act.

6.6 Compliance with and variation of conditions

- (1) Where an application for a permit has been approved subject to conditions, or where a permit is to be taken to be subject to conditions under this local law, the permit holder shall comply with each of those conditions.
- (2) The local government may vary the conditions of a permit, and the permit holder shall comply with those conditions as varied.

Division 3—General

6.7 Duration of permit

A permit is valid for one year from the date on which it is issued, unless it is—

- (a) otherwise stated in this local law or in the permit; or
- (b) cancelled under clause 6.11.

6.8 Renewal of permit

- (1) A permit holder may apply to the local government in writing prior to expiry of a permit for the renewal of the permit.
- (2) The provisions of—
- (a) this Part; and
 - (b) any other provision of this local law relevant to the permit which is to be renewed,
- apply, with appropriate modifications to an application for the renewal of a permit.

6.9 Transfer of permit

- (1) An application for the transfer of a valid permit is to—
- (a) be made in writing;
 - (b) be signed by the permit holder and the proposed transferee of the permit;
 - (c) provide such information as the local government may require to enable the application to be determined; and
 - (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (2) The local government may approve an application for the transfer of a permit, refuse to approve it or approve it subject to any conditions.
- (3) Where the local government approves an application for the transfer of a permit, the transfer may be effected by—
- (a) an endorsement on the permit signed by the CEO or an authorised person; or
 - (b) issuing to the transferee a permit in the form determined by the local government.
- (4) Where the local government approves an application for the transfer of a permit, it is not required to refund any part of any fee paid by the former permit holder.

6.10 Production of permit

A permit holder is to produce to an authorised person his or her permit immediately on being required to do so by that authorised person.

6.11 Cancellation of permit

- (1) Subject to clause 8.1, a permit may be cancelled by the local government if the permit holder has not complied with—
- (a) a condition of the permit; or
 - (b) a provision of any written law which may relate to the activity regulated by the permit.
- (2) If a permit is cancelled the permit holder—
- (a) shall return the permit as soon as practicable to the local government; and
 - (b) is to be taken to have forfeited any fees paid in respect of the permit.

6.12 Nominee of permit holder

Where a permit holder by reason of illness, accident or other sufficient cause is unable to comply with this local law, the local government may at the request of that permit holder authorise another person to be a nominee of the permit holder for a specified period, and this local law and the conditions of the permit apply to the nominee as if he or she was the permit holder.

PART 7—OBJECTIONS AND APPEALS**7.1 Application of Part 9 Division 1 of Act**

The provisions of Division 1 of Part 9 of the Act and regulation 33 of the Regulations apply to any local government decision.

- (a) to impose conditions on a permit;
- (b) to vary a permit; or
- (c) not to renew or cancel a permit.

PART 8—NOTICES**8.1 Notice to redirect or repair sprinkler**

Where a lawn or a garden is being watered with a sprinkler which is on the lawn or the garden, in a manner which causes or may cause an inconvenience or obstruction to any person or vehicle using a thoroughfare, the local government may give a notice to the owner or the occupier of the land abutting the lawn or the garden, requiring the owner or the occupier or both to move or alter the direction of the sprinkler or other watering equipment.

8.2 Hazardous plants

- (1) Where a plant in a garden creates or may create a hazard for any person using a thoroughfare, the local government may give a notice to the owner or the occupier of the land abutting the garden to remove, cut, move or otherwise deal with that plant so as to remove the hazard;
- (2) Subclause (1) does not apply where the plant was planted by the local government.

8.3 Damage to thoroughfare

Where any portion of a thoroughfare, kerb or footpath has been damaged, the local government may by notice to the person who caused the damage order the person to repair or replace that portion of the thoroughfare to the satisfaction of the local government.

8.4 Notice to remove thing unlawfully placed on thoroughfare

Where any thing is placed on a thoroughfare in contravention of this local law, the local government may by notice in writing to the owner or the occupier of the property which abuts that portion of the thoroughfare where the thing has been placed, or such other person who may be responsible for the thing being so placed, require the relevant person to remove the thing.

PART 9—ENFORCEMENT*Division 1—Notices Given Under This Local Law***9.1 Offence to fail to comply with notice**

Whenever the local government gives a notice under this local law requiring a person to do any thing, if the person fails to comply with the notice, the person commits an offence.

9.2 Local government may undertake requirements of notice

Where a person fails to comply with a notice referred to in clause 9.1, the local government may do the thing specified in the notice and recover from that person, as a debt, the costs incurred in so doing.

*Division 2—Offences and Penalties***9.3 Offences**

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

9.4 Prescribed offences

- (1) An offence against a clause specified in Schedule 1 is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 1.
- (3) For the purpose of guidance only, before giving an infringement notice to a person in respect of the commission of a prescribed offence, an authorised person should be satisfied that—
 - (a) commission of the prescribed offence is a relatively minor matter; and
 - (b) only straightforward issues of law and fact are involved in determining whether the prescribed offence was committed, and the facts in issue are readily ascertainable.

9.5 Forms

Unless otherwise specified, for the purposes of this local law—

- (a) where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1 of the Regulations;
- (b) the form of the infringement notice given under section 9.16 of the Act is that of Form 2 in Schedule 1 of the Regulations; and
- (c) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1 of the Regulations.

*First Schedule**Local Government Act 1995*

Town of Bassendean

ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND
PUBLIC PLACES LOCAL LAW 2010

PRESCRIBED OFFENCES

Clause	Description	Modified Penalty \$
2.1(a)	Plant of 0.75m in height on thoroughfare within 6m of intersection	125
2.1(b)	Damaging lawn or garden	125
2.1(c)	Obstructing or causing a hazard on thoroughfare or verge	200
2.1(d)	Damaging or interfering with thoroughfare structure	350
2.1(e)	Playing games so as to impede vehicles or persons on thoroughfare	125
2.1(f)	Riding of skateboard or similar device on mall or veranda of shopping centre	125
2.1(g)	Removal of tree on thoroughfare or verge	350
2.2(1)(a)	Digging a trench through a kerb or footpath without a permit	200
2.2(1)(b)	Throwing or placing anything on a verge without a permit	200
2.2(1)(c)	Causing obstruction to vehicle or person on thoroughfare without a permit	200
2.2(1)(d)	Causing obstruction to water channel on thoroughfare without a permit	250
2.2(1)(e)	Placing or draining offensive fluid on thoroughfare without a permit	250
2.2(1)(f)	Damage a thoroughfare, kerb or footpath	250
2.2(1)(g)	Lighting a fire on a thoroughfare without a permit	350
2.2(1)(h)	Felling tree onto thoroughfare without a permit	200
2.2(1)(i)	Installing pipes or stone on thoroughfare without a permit	200
2.2(1)(j)	Installing a hoist or other thing on a structure or land for use over a thoroughfare without a permit	350
2.2(1)(k)	Creating a nuisance on a thoroughfare without a permit	200
2.2(1)(l)	Placing a bulk rubbish container on a thoroughfare without a permit	200
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Dated: 16 May 2011.

The Common Seal of the Town of Bassendean was affixed by authority of a resolution of the Council in the presence of—

Cr J. R. H. GANGELL, Mayor.
Mr R. C. JARVIS, Chief Executive Officer.



Waterwise verge

best practice guidelines



This document has been prepared for Water Corporation
by:

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Waterwise Verge

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Purpose of these guidelines

These guidelines have been developed to assist councils in developing a best practice Waterwise Verge Policy (policy). It also intends to assist councils in further developing or amending existing verge policies for new and refurbished verges.

The aim of these guidelines is to essentially become a benchmark tool to ensure best practice is achieved and maintained across all local government municipalities in the Perth Metropolitan area.

Why should councils develop a Waterwise Verge Policy?

Verges form important green spaces within our community; assisting with urban cooling whilst creating ecological corridors through our streetscapes.

If well designed, a waterwise verge can:

- assist in maximising water efficiency.
- ensure our verges are safe environments for the greater community.
- contribute to the visual aesthetic of our streets and assist in increasing property prices.
- create a cooling effect and counteracts 'heat island' effects in summer.
- increase the thermal performance of houses.
- provide ecological benefits, such as providing habitat for local wildlife and promoting biodiversity.

What to include in a Waterwise Verge Policy?

The following key aspects, as detailed within this document, should be addressed in a council's policy.

1.1 Approvals and Controls

- 1.2 Design Considerations
- 1.3 Preliminary Works and Soil Preparation
- 1.4 Plant Selection
- 1.5 Mulch
- 1.6 Irrigation and Watering
- 1.7 Maintenance

1.1 Approvals and controls

Within the policy it is recommended that councils address their individual approval requirements, e.g. what is required to obtain approval prior to installation of a waterwise verge garden.

Having a clear and easily accessible policy will help residents to understand and address the requirements of the council from the start and minimise non-compliance issues.

Where the council has a verge incentive scheme in place for residents they should clearly outline the application process and eligibility criteria.

Where pre-approval is required, it is recommended that the following items be requested from residents in order to gain council approval.

- A completed application form (if applicable).
- A detailed, scale plan of the proposed verge design (preferably at 1:100) which identifies any existing features (i.e. street tree and powerlines), plant species, plant density, any surface treatments, etc. Council may like to consider a downloadable scaled graph paper that residents can use to draw their verge on.
- A written confirmation from all strata owners/managers approving the verge works to be completed (if applicable).

It is also recommended that representatives from the council's planning and landscape departments are involved in the

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development of the policy and any subsequent verge approval process.

1.1.1 External documents and controls

There are many worthwhile resources available that can assist councils in developing their policy, as well as aiding the approval process for residents. It is advisable that councils make these resources known to residents, for ease during the approval process. Some of these resources are listed below.

Utility Providers Code of Practice

- The State's utility providers maintain strict alignments for their underground services and overhead powerlines in the road verge. A handbook called the Utility Providers Code of Practice is available free from the [Main Roads website](#).

Dial Before You Dig

- The identification and location of services buried within verges can be provided on the [Dial Before You Dig website](#).

Water Corporation

- Visit watercorporation.com.au/waterwise for details of Waterwise Service Providers that can help residents with the development of their waterwise verge.

1.2 Design considerations

Within the policy, it is important for councils to highlight the safety, streetscape amenity, practicality and essential maintenance requirements associated with a waterwise verge.

Lawn has been the preferred option on verges in Perth for many years, although the environmental and cost saving benefits of establishing low-water use plantings as an alternative treatment are significant.

1.2.1 Design and aesthetics

Photos or conceptual drawings of waterwise verges should be included within the policy to inspire residents undertaking their verge transformations.

Some council's also have demonstration verges available for the community to visit, with details available in the guidelines or through the council website.

1.2.2 Access routes

Pedestrian, vehicular, emergency and mail-delivery access routes or crossovers should be detailed in the policy with the following design parameters incorporated as a minimum.

- Plants should be set back from kerbs or footpaths by a minimum of 0.5m to ensure they don't impede users when mature.
- For verges without a footpath, plants should be set back at least 1.5m from the road kerb to allow for pedestrian movement and access to and from vehicles that are parked on the road. This area may also be used for rubbish bins or bulk/green waste during collection periods.

1.2.3 Paving and parking spaces

Uncommon verge situations including popular pedestrian thoroughfares, parking requirements and/or bus stop gathering spots should be incorporated within the policy, with guidance from the council as to acceptable surface treatment alternatives.

Councils may wish to assess these situations on an individual basis.

1.2.4 Verge treatments and structures

Residents should be primarily encouraged to install soft landscape treatments, such as waterwise plants and mulch. The policy should clearly outline which hard landscaping

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treatments are and are not permitted within verges, e.g. generally loose gravel, rocks, ornamental elements, play equipment, and garden features are not permitted due to safety and liability issues, however, some forms of paving and kerbing may be permitted.

1.2.5 Vehicular visibility

Maintaining clear pedestrian, cycle and vehicular sightlines is important to detail in the verge policy. Further information regarding plant heights have been outlined in the plant selection section below.

1.2.6 Street trees

Not all residents are aware that councils are responsible for the planting and maintaining of street trees within verges. It is worth documenting within the policy that residents can request a new street tree or have their street tree maintained, as well as the council procedures involved.

1.2.7 Maintaining utility and public infrastructure

Council should provide guidance on acceptable treatments around existing public infrastructure such as street lights, water meters, power poles and/or street signage.

As a minimum, it is recommended the following be included.

- Consider tough, low growing, non-climbing plant species under street trees and power lines as authorities often use squirrels or cherry pickers to access infrastructure and prune street trees.
- Verges serve as a utilities corridor with a number of water, electrical, gas and telecommunication alignments located underground within these areas. Utility providers have a right to dig up verges to gain access to their alignment for new services, and to upgrade or repair existing services. Rectification of verge treatments

following this work can be the responsibility of the resident.

- Consider the positioning of any utility assets e.g. water meters when planning the verge garden to ensure assets are unobstructed and safely accessible for reading and maintenance. This can be achieved by:
 - not planting new plants and shrubs directly next to utility assets.
 - keeping surrounding plants trimmed.
 - clearing excess sand and mulch.

Note. The water meter should be clear 30cm around every side, and have at least 120cm of open air above. Visit watercorporation.com.au/clearmeters for further information.

1.2.8 Bushfire prone areas

Councils with land located within a bushfire prone area as designated by the Fire and Emergency Services Authority, must ensure their advice to residents in relation to verge treatments addresses bushfire risk in accordance with State Planning Policy 3.7 Planning in Bushfire Prone Areas (http://www.planning.wa.gov.au/dop_publications/SPP_3.7_Planning_in_Bushfire_Prone_Areas.pdf), and the accompanying Guidelines for Planning in Bushfire Prone Areas (http://www.planning.wa.gov.au/dop_publications/Bushfire_GuidelinesText.pdf).

A map of designated Bush Fire Prone Areas can be found at: <http://www.dfes.wa.gov.au/regulationandcompliance/bushfireproneareas/Pages/default.aspx>

1.3 Preliminary works and soil preparation

The policy should include clear and comprehensive guidance on ground preparation and soil improvements as they can have a big impact to the success of any verge.

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1.3.1 Removing an existing grassed verge

The following recommended approach should be incorporated.

Removal of lawn grasses is crucial to the success of a waterwise verge garden to prevent competition with new plantings. Whilst some perennial grasses such as buffalo and kikuyu can be removed manually, couch grass typically needs to be killed by spraying with an appropriate herbicide such as glyphosate (commonly known as Roundup) to prevent reinfestation in the future. Important considerations include:

- When using herbicides, residents should consider using a licensed contractor, alternatively if undertaking the task themselves, they should be advised to always apply as directed on the pack, including follow up treatments as required.
- It should be noted that attempting to kill couch grass by methods such as smothering with mulch or temporarily covering it in plastic is unlikely to be successful and is not recommended.
- Once grasses have been dealt with, residents can look toward the next stage of implementation being soil preparation and irrigation as required.

1.3.2 Existing tree root systems

Within the policy, residents should be reminded to carefully avoid any damage to existing trees and their root systems during the development of a waterwise verge.

1.3.3 Current verge levels and verge stabilisation

Consideration of the verge's ground levels must be acknowledged within the policy. The following information is worth including.

- If grass is to be removed, verge levels should be left at least 7.5cm below surrounding kerbs and paths to allow for the installation of mulch, which must finish only slightly below adjoining surfaces.
- Residents may be permitted to create small undulations in their verge, in order to reduce landfill contributions.
- It is important to note that wherever possible, stormwater should be held within the verge, rather than impacting adjoining street stormwater drains.
- In rare instances, steep slopes may need additional support to prevent erosion where soils and mulches can wash into stormwater systems. Hard landscape treatments may be considered and approved by council on an individual basis.

1.3.4 Soil quality

The policy should promote verge gardens which incorporate local native species, without the need of irrigation. It is recommended that these gardens don't require the application of a soil conditioner as it dries out in summer and its effectiveness is greatly reduced. It is however important that residents apply a quality soil wetting agent during establishment, which will increase the soil's 'wettability', allowing water to penetrate deep into the root zone.

Alternatively, if residents are intending to use a broad range of exotic and native plants, or irrigate their verge, it is recommended that the policy describe the benefits of incorporating soil conditioners, like well composted organic matter and clay, such as Bentonite, within the top 30cm of soil. This will assist in maintaining microbial activity, as well as improving the soil's moisture and nutrient holding capacity.

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The policy should recommend Waterwise or Smart Approved WaterMark products when specifying bagged soil conditioners or wetting agents.

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1.4 Plant selection

There are many different verge garden treatments that are suited to Perth (and South West WA) with some great examples from productive to ornamental and cottage gardens. We primarily encourage the establishment of waterwise unirrigated verges as the best approach to conserving water and this philosophy should also be strongly encouraged within the council's policy.

1.4.1 Waterwise plants for your local area

It is important that the policy be considered in light of local conditions. For instance remnant vegetation and clay soils found in the Perth Hills will require a very different approach to the sandy soils of the Perth's Swan Coastal Plain.

Unirrigated dryland, native plants are the most appropriate for verge gardens as they can survive the hot dry summers with little to no supplementary watering. These are typically local native plant species which are drought tolerant and endemic to the local area.

Many councils provide free or subsidised native plants to local residents and details of this service should be provided within the policy, where applicable.

1.4.2 Consider plant heights

In order to maintain pedestrian, cycle and vehicular sightlines, low growing shrubs and groundcovers should be promoted within the verge policy. We recommend the following be incorporated.

- A maximum maintained height of 70cm for all plants including flower heads.
- Height limits may be reduced for properties located on street corners or major intersections, where maintaining clear visibility is even more crucial.

1.4.3 Plants to avoid

Plants which are declared weeds, prickly, poisonous or are known to cause allergic reactions should be strongly discouraged within the policy and removed as soon as identified within a verge garden.

The roots of some trees and shrubs can damage wastewater and drainage pipes and other underground services. Trees and shrubs rely on their roots to find moisture and nutrients. These pipes are an attractive moisture source. A small hairline fracture in a pipe is all a root needs to get in. Then it quickly grows inside the pipe, causing a reduction in flow and eventually a complete blockage. Often complete sections of pipe need to be replaced and this is costly. This can affect both utility pipes and internal plumbing.

Visit watercorporation.com.au/findyourtree for information about trees and shrubs that have suitable root systems for verges.

1.4.4 Lawn

Councils should encourage the reduction or removal of irrigated lawn within the verge policy and instead favour a more waterwise alternative.

If lawn is allowed, recommend that just a narrow strip of warm season grass, which is drought tolerant and suitable for WA's warm conditions, is kept along the kerb for bins, or to allow people to alight from cars.

The use of synthetic turf should not be encouraged as it still requires maintenance to present well and doesn't have the cooling effect of natural turf or plants.

1.4.5 Resources

Councils and residents can source further information and advice from our waterwise plant directory as well as local Waterwise Garden Centres. Visit watercorporation.com.au for more information.

1.5 Mulch

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Waterwise mulch helps to reduce plant stress, suppress weed growth and reduce evaporation losses from the soil and is therefore ideal to use in a low maintenance waterwise verge garden.

Councils should recommend the use of mulch provided it is carefully placed within the verge and does not create a hazard to residents.

1.5.1 Mulch application

Councils should advise residents how to apply mulch once all plants have been installed. The following information should be included in the policy.

- A 5-10cm thick even layer of coarse mulch should be spread across the verge, ensuring that it is kept clear from the stem of plants.
- Finished mulch level must sit just below adjoining kerbs and footpaths, to prevent mulch from spreading beyond the garden bed, flowing into stormwater systems and creating a hazard.

The policy should recommend Waterwise or Smart Approved WaterMark products when specifying bagged mulch. Landscape supply centres will have a selection of quality mulches, however coarse mulches are preferred.

1.6 Irrigation and watering

We encourage the installation of a waterwise verge garden that conserves water by eliminating the need for any permanent irrigation. If irrigation is to be installed, sub surface drip irrigation is recommended as the most efficient irrigation type suited to the exposed conditions typical within verges.

Councils should recommend that a Waterwise Irrigation Service Provider be engaged to assist residents in the design and

or installation of the irrigation system to maximise water efficiency.

1.6.1 Watering times

Councils should specify within their verge policy the allocated watering days. It is important that watering only occurs only once between 6pm and 9am on these days. Visit watercorporation.com.au/mydaysfaq for allocated watering days.

1.6.2 Watering exemption

The policy should inform residents that they might be eligible for a watering exemption when installing a new verge garden. Visit watercorporation.com.au/exemptions for further information.

1.7 Maintenance

The policy should clearly state that the ongoing maintenance of the verge (excluding any street trees) is the responsibility of the resident.

A waterwise non irrigated native verge requires little maintenance, with only the occasional weeding, pruning, mulching and hand watering required.

1.7.1 Mulch

It should be recommended that mulch is checked every few months and replenished as necessary to maintain a 5-10cm even layer across all planting areas.

Residents must carefully clean up after re-mulching so mulch isn't dispersed across adjacent footpaths and roads creating a safety hazard.

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1.7.2 Maintenance assistance

If local community groups exist who may be able to assist elderly and disabled residents in maintaining their verges, council's should make these resources known through the policy.

1.8 Further Information

For any further information in relation to these guidelines please email our water efficiency team at:

water.efficiency@watercorporation.com.au

ATTACHMENT NO. 6

Lease of Portion of Reserve 45364, May Holman Drive, Bassendean

Town of Bassendean

Bassendean Community Men's Shed Inc



McLEODS

Barristers & Solicitors

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

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

Email - mcleods@mcleods.com.au

Ref: LMC:BASS-36837

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Details

Parties

Town of Bassendean

of PO Box 87, Bassendean, Western Australia
(Lessor)

Bassendean Community Men's Shed Inc

of PO Box 529, Bassendean, Western Australia
(Lessee)

Background

- A The Lessor is the management body of the Land under the Management Order.
- B Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands first being obtained.
- C The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 2** of the Schedule (**Premises**), and the Lessor has agreed subject to the Parties entering into this agreement.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

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

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the consent or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with **clause Error!** Reference source not found.;

Commencement Date means the date of commencement of the Term specified in **Item 5** of the Schedule;

Dispute means any dispute, controversy or claim arising out of or in relation to this Lease;

Dispute Notice means a written notice served under **clause 28**;

Dispute Resolution Representative means the Lessee's Dispute Resolution Representative or the Lessor's Chief Executive Officer and a reference to Dispute Resolution Representatives is a reference to both of them;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 4** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

Interest Rate means the rate at the time the payment falls due being the interest rate adopted by the Lessor on money owing to the local government each year for its annual budget. The Lessee acknowledges that for the 2019-2020 financial year the Interest Rate is 10%;

Land means the land described at **Item 1** of the Schedule;

Lease means this lease and any equitable or common law tenancy evidenced by document as supplemented, amended or varied from time to time;

Lessee's Dispute Resolution Representative means the person nominated by the Lessee from time to time to be the Lessee's dispute resolution representative;

Lessee's Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

Lessor's Obligations means the agreements and obligations set out or implied in this Lease, or imposed by law to be performed by the Lessor;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose specified in **Item 1** of the Schedule.

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the use of the Premises specified in **Item 7** of the Schedule;

Premises means the premises described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 3** of the Schedule and any Further Term; and

Termination means expiry by lapse of time or sooner determination of the Term or any period of holding over.

1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words using:
 - (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; and
 - (ii) a body corporate or local government includes a natural person;
- (c) a reference to a professional body includes a successor to or substitute for that body;
- (d) a reference to 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;
- (e) a reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) a reference to 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;
- (h) a reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) 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;
- (k) if a Party comprises two or more persons the obligations and agreements on their part bind 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;
- (l) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (m) the agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;

1.3 Headings

Headings do not affect the interpretation of this Agreement.

1.4 Schedules etc

Each Schedule (and an Annexure or document incorporated by reference, if any) forms part of this Agreement. In the event of any conflict or inconsistency between any part of –

- (a) the terms and conditions contained in the clauses of this Agreement;
- (b) a Schedule;
- (c) an Annexure, if any; and
- (d) a document incorporated by reference, if any,

the material mentioned in any one of paragraph (a)-(d) of this **clause 1.4** has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

Lessee's rights and obligations

2. Quiet enjoyment

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

3. Rent and other payments

3.1 Rent

The Lessee agrees with the Lessor to pay to the Lessor the Rent in the amount and manner set out at **Item 6** of the Schedule from the Commencement Date clear of any deductions whatsoever.

3.2 Outgoings

(1) The Lessee agrees with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:

- (a) local government services and other charges, including but not limited to rubbish collection charges;
- (b) emergency service levy;
- (c) water supply and usage charges including excess water charges;
- (d) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
- (e) land tax and metropolitan regional improvement tax on a single ownership basis; and
- (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

(2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 3.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

3.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment, which must be not less than 30 days from the day the account was rendered, until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

3.4 Costs

(1) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of an obligation or agreement by the Lessee or an Authorised Person;
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 3.4** or any matter arising out of this Lease.

4. Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

6. Insurance

6.1 Insurance required

The Lessee must effect and maintain with reputable insurers or insurers authorised under the *Insurance Act 1973* (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) where the Lessor so requires, insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (c) where the Lessee hires out the Premises or any part thereof on a casual basis, adequate Casual Hirers Liability Protection insurance.

6.2 Details

In respect of the insurances required by **clause 6.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency; and
- (c) not amend the terms of any of the insurance policies without the Lessor's prior written consent;

- (d) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled; and
- (e) apply the proceeds of any claim made under any of such policies to the purpose for which the insurance was effected on terms first approved by the Lessor in writing.

6.3 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 6.1** or **clause 22** on the Premises, or any adjoining premises, void or voidable; and
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

6.4 Reports

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

- (a) any significant damage to the Premises of which it is or might be aware; and
- (b) any circumstances of which it is aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

6.5 Lessee may be required to pay excess on insurances

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 6.1**.

6.6 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

7. Indemnity

7.1 Indemnity

The Lessee indemnifies the Lessor and the Minister for Lands against any liability or loss arising from and any costs, charges and expenses caused by the Lessee or its servants, agents, contractors or invitees incurred in connection with:

- (a) any damage to the Premises, or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,

and for which the Lessor or the Minister for Lands becomes liable, except to the extent such damage, loss or injury is directly caused or contributed (to the extent of that contribution) to by any negligent act of the Lessor or its servants, agents, contractors or invitees.

7.2 Indemnity Unaffected by Insurance

- (1) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under **clause 7.1** is paramount; and
- (2) if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.1** will be reduced by the extent of such payment.

8. Use

8.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor; and
- (c) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the exterior of the Premises, except any signs or notices necessary to provide for public safety, without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(12) Toilets

The Lessee must not use or permit toilets or other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might obstruct or otherwise affect or damage the same.

8.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

8.3 Premises subject to restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

8.4 Indemnity for costs

The Lessee indemnifies the Lessor and the Minister for Lands against any claims or demands for all costs incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

9. Casual hire of Premises

9.1 Casual hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only provided:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease;
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) The Hire Fee means any fee for the hire of the Premises, which rate shall be the amount prescribed as “Hall Hire – Small Room Hire” in the Town of Bassendean’s Schedule of Fees & Charges, as adopted annually by the Lessor pursuant to the Local Government Act 1995.
- (3) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of and not more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

9.2 Lessee remains responsible for Premises at all times

The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

10. Keys and access

10.1 No additional copies without approval

Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys copied or cut.

10.2 Notify the Lessor of lost keys

- (1) The Lessee must notify the Lessor of any loss of keys immediately; and
- (2) To ensure all keys conform with the Lessor’s master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee’s cost.

10.3 No change of locks without approval

- (1) The Lessee must not change any of the Premises’ locks, except in the case of an emergency, without the prior approval of the Lessor.
- (2) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

10.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear; and
 - (b) in respect of any structural maintenance, replacement or repair, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees).
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) use only licensed trades persons or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld;
 - (b) ensure that the Work Safe Codes of Practice and guidance notes are considered is adhered to at all times; and
 - (c) provide the Lessor with a copy of any warranty, guarantee, certification or other documentation relating to repairs or work undertaken on the Premises.

11.2 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Parties agree that with the exception of minor pruning, any pruning of trees must be undertaken by the Lessor.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.3 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

11.4 Responsibility for securing the Premises

- (1) Securing Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

(2) Installation of Security Systems

Subject to prior written approval from the Lessor, the Lessee may install a security system to the Premises, PROVIDED the Lessee:

- (a) pays for all costs associated with the installation and ongoing monitoring of the security system; and
- (b) provides the Lessor with access keys or alarm codes.

11.5 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises, including the obligations specified in **Annexure 2**.

11.6 Acknowledgement of state of repair of Premises

The Lessee accepts the Premises in its present condition relying upon its own enquiries and investigations.

12. Alterations

12.1 Restriction

The Lessee must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

12.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 12.1 the Lessor may:

- (a) give such consent subject to conditions; and
- (b) require that the works be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
- (c) require that any works be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.

(2) If the Lessor consents to any matter referred to in clause 12.1 -

- (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
- (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this clause 12 will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either –

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

13. Report to Lessor

The Lessee must immediately report to the Lessor:

(1) Vandalism

Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware.

(2) Pollution

Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment.

(3) Notices, etc

All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

(4) Defects

Any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

14. Provision of information

The Lessee agrees to provide to the Lessor, upon the Lessor's request, where applicable:

- (a) a copy of the Lessee's annual statement of accounts for each year;
- (b) advice of any changes in its office holders or its rules of association during the Term; and (the Shed has adopted the model rules and these are changed by the Commissioner from time to time)

- (c) any information on the Lessee's membership and other information on the Lessee reasonably required by the Lessor.

15. No assignment, subletting and charging

15.1 No assignment or subletting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the prior written consent of the Lessor and the Minister for Lands, which consent may be withheld for any reason whatsoever in the Lessor's or Minister for Land's absolute discretion.

15.2 *Property Law Act 1969*

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

15.3 No mortgage or charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

16. No caveat or other interest

16.1 No caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor.

16.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor and the Minister for Lands, the Lessee shall do all such things as are necessary to enable the caveat or other interest to be withdrawn, including but not limited to signing and lodging at Landgate:

- (a) a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the estate granted by this Lease where the Lease has been lawfully terminated.

16.3 Costs of removal, Indemnity and Ratification

- (1) The Lessee shall be liable for all costs and expenses incurred in connection with the withdrawal or removal of any caveat or interest pursuant to **clause 16.2**.

17. Statutory obligations and notices

17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 8**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. Obligations on expiry or termination of lease

18.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Obligations under this Lease fair wear and tear excepted.

18.2 Remove Lessee's property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises:

- (a) any chattels, stock or goods belonging to the Lessee which do not comprise fixtures or fittings attached to the Premises; and
- (b) any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove,

and promptly make good, to the satisfaction of the Lessor, any damage caused by such removal.

18.3 Lessor can remove Lessee's property on re-entry

If the Lessee fails to remove any such chattels, stock or goods belonging to the Lessee or any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove (**Lessee's Property**) in accordance with **clause 18.2** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause the Lessee's Property to be removed and stored at the cost of the Lessee and any such damage arising from such removal to be made good and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat the Lessee's Property to be deemed abandoned by the Lessee and the Lessee's Property shall then be and become the property of the Lessor absolutely.

18.4 Fixtures, fittings or alterations not required to be removed

For the avoidance of doubt the parties acknowledge and agree that:

- (a) the Lessee must not remove any fixtures, fittings or alterations installed by the Lessee on the Premises that the Lessor does not direct the Lessee to remove; and.
- (b) any fixtures, fittings or alterations installed by the Lessee on the Premises that the Lessor does not direct the Lessee to remove shall become the property of the Lessor upon Termination of the Lease.

18.5 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee's Obligations under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

18.6 Obligations to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

Lessor's rights and obligations

19. Provide keys

The Lessor will provide the Lessee with one (3) sets of keys for access to the Premises and all rooms therein upon the signing of the Lease.

20. Lessor's right of entry

20.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to undertake property inspections to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

20.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 20.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

21. Limit of Lessor's liability

21.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

21.2 Limit on Liability for Breach of Lessor's obligations

- (1) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the management body for the Land.

- (2) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

22. Building insurance

The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings, and the Lessee will reimburse the Lessor for any premiums or other costs arising therefrom.

Mutual agreements

23. Right to terminate upon notice

23.1 Termination by either party upon Notice

Notwithstanding any other provision of this Lease, the Parties agree that either party may terminate this Lease for any reason upon six months written notice to the other party upon mutual agreement.

23.2 Obligations upon termination

If this Lease is terminated in accordance with this clause, **clause 18** will apply.

24. Damage or destruction of Premises

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the other party.

25. Option to renew

25.1 Exercise of option

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term as specified in **Item 3** of the Schedule and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Obligations,

the Lessor shall grant to the Lessee a lease for the Further Term as specified in **Item 3** of the Schedule at the Rent and on terms and conditions similar to this Lease other than this **clause 25** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

26. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

27. Default

27.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 35 days after the due date for payment and after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Obligations (other than an obligation to pay any Amounts Payable) for 14 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

27.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 27.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 26**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

27.3 Lessor may remedy Lessee's default

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or

power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

27.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers of the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

27.5 Essential Terms

Each of the Lessee's Obligations in **clauses 3** (Rent and Other Payments), **6** and **22** (Insurance), **7** (Indemnity), **8** (Use), **11** (Maintenance, Repair and Cleaning), **15** (No Assignment, Subletting and Charging) and **30** (Goods and Services Tax) is an essential term of this Lease but this clause **27** does not mean or imply that there are no other essential terms in this Lease.

27.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee agrees with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time;

- (d) the Lessee agrees that the obligation set out in this **clause 27.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 27.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

28. Disputes

- (1) Until the Parties have complied with this clause, a Party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.
- (2) Where any Dispute arises, a party may give notice in writing of the Dispute to the other party's representative setting out the material particulars of the Dispute. The representatives must act in good faith to try to resolve the Dispute quickly.
- (3) If the Dispute has not been resolved within 14 days of the Dispute Notice (or any longer period the Representatives agree), each party must refer the Dispute to its Dispute Resolution Representative who must act in good faith to try to resolve the Dispute quickly.
- (4) If the parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,within 14 days after the Dispute is referred to the Dispute Resolution Representatives (or any longer period the Dispute Resolution Representatives agree), either party may submit the Dispute to mediation.
- (5) If the Dispute is submitted to mediation and the parties do not, within 14 days (or any longer period the parties agree) after the Dispute is submitted to mediation, agree on:
 - (a) a mediator and the mediator's compensation;
 - (b) the procedure for the mediation; or
 - (c) the timetable of each step of the procedure,the mediation will be conducted in accordance with the 'Australian Commercial Dispute Centre's Mediation Guidelines' in force at the time that the Dispute is referred.
- (6) If a Dispute is not resolved within 30 days after the Dispute Notice or, where a Party has submitted the dispute to mediation, 60 days after the Dispute Notice (or any longer period the parties agree), either party who has complied with this clause may end this dispute resolution process and commence court proceedings in relation to the Dispute.

29. Consents

29.1 Western Australian Planning Commission's consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

29.2 Minister for Land's Consent

The grant of this Lease is made expressly subject to and is conditional on the approval of the Minister for Lands to this Lease under section 75 of the *Land Administration Act 1997*. A copy of the Minister for Lands' approval is annexed hereto as **Annexure 3**.

30. Goods and services tax

(1) Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application –

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(2) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 30(1)(a)**.

(3) GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 30(2)**, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

31. Additional terms and conditions

Each of the terms and conditions (if any) specified in Item 10 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

General provisions

32. Notice

32.1 Form of delivery

A Notice to a person must be in writing and may be given or made:

- (a) by a delivery to the person personally; or
- (b) by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

32.2 Service of Notice

A Notice to a person is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 32.1**, at the time of leaving the Notice provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 32.1**, on the second business day following the date of posting of the Notice.

32.3 Signing of Notice

A Notice to a person may be signed:

- (a) if given by an individual by the person giving the Notice;
- (b) if given by a corporation by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or
- (d) by a solicitor or other agent of the person, corporation or local government giving the Notice.

33. Amendments to lease

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

34. Waiver

34.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

34.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

35. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

36. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

37. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

38. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Governing law

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

Schedule

Item 1 Purpose of management order

Community Purposes.

Item 2 Land and Premises

Land

Reserve 45364 and being Lot 590 on Deposited Plan 67748 and being the whole of the land comprised in Crown Land Title Volume LR3160 Folio 502.

Premises

The part of the Land shown delineated and identified on the plan annexed hereto as **Annexure 1** together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term.

Item 3 Term

Five (5) years

Item 4 Further terms

First Further Term

Five (5) years

Second Further Term

Five (5) years

Third Further Term

Five (5) years

Item 5 Commencement date

[To be inserted]

Item 6 Rent

\$1.00 per annum, payable on demand.

Item 7 Permitted Purpose

Club Premises (being premises used by a legally constituted club or association or other body of persons united by a common interest) for the Lessee's activities.

Item 8 Public liability insurance

\$20,000,000 (Twenty Million Dollars)

Item 9 Rent review dates

Not applicable.

Item 10 Additional terms and conditions

1. Maintenance and Repair Expenditure Caps

Notwithstanding any other provision of this Lease, the parties agree:

- (a) the Lessee must promptly repair to the satisfaction of the Lessor any damage, or replace any damaged item when the repair or replacement cost is less than the Once-off Maximum Amount specified in **paragraph 2(a)** (including without limitation any insurance excess for such repair or replacement) and the amount expended by the Lessee on maintenance or repair (including without limitation any insurance excesses for such repair or replacement) is less than the Annual Maximum Amount specified in **paragraph 2(b)** per year;
- (b) if the value of the repair or replacement exceeds the Once-off Maximum Amount or the Lessee has spent more than the Annual Maximum Amount annually on repair and maintenance, the Lessee must provide to the Lessor:
 - (i) two written quotes verifying the cost of repair or replacement above the Once-off Cap Maximum Amount; or
 - (ii) records verifying that the Lessee has spent more than the Annual Maximum Amount per year on maintenance and repair.
- (c) The Lessor reserves the right to seek an alternative quotation where it believes the value of the repairs or replacement in respect of **(b)(i)** can be undertaken for less than Once-off Maximum Amount;
- (d) If the Lessor is satisfied that -
 - (i) the repair or replacement cost exceeds Once-off Maximum Amount or the Lessee has spent more than the Yearly Maximum Amount per year on repair and maintenance (as the case may be);
 - (ii) such repair or replacement is in Lessor's reasonable opinion necessary;
 - (iii) such repair or replacement has not been caused by any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises;

the Lessor will pay any additional amount in excess of Once-off Maximum Amount or the Annual Maximum Amount (as the case may be).

2. Expenditure Caps

- (a) Once-off Maximum Amount - \$1,000 reviewed annually in accordance with paragraph 3
- (b) Annual Maximum Amount - \$2,500 reviewed annually in accordance with paragraph 3.

3. Increase of Expenditure Caps

- (a) The Once-Off Maximum Amount and the Annual Maximum Amount will be increased annually by the Local Government Cost Index (LGCI).
- (b) The LGCI review will increase the amount of the Once-off Maximum Amount and the Annual Maximum Amount by the percentage of any increase in the LGCI.
- (c) Should the LGCI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the LGCI with an equivalent index.

4. Landscaping

- (a) The Lessor shall undertake landscaping works on the Premises by planting trees and vegetation on the Premises in accordance with the Lessor's specifications and procedures and to the Lessor's satisfaction (**Landscaping Works**).
- (b) The Lessee shall allow the Lessor and any Authorised Person access to the Premises in order to complete the Landscaping Works.
- (c) On completion of the Landscaping Works, the Lessee will be responsible to maintain and replace any trees and vegetation on the Premises in accordance with **clause 11.2**.

Signing page

EXECUTED [add day and month] 2019

THE COMMON SEAL of the Town of Bassendean is affixed in the presence of -

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

THE COMMON SEAL of the Bassendean Community Men's Shed Inc (the **Lessee**) was affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name -

Office Holder Sign

Office Holder Sign

Office held

Office held

Full name

Full name

Address

Address

Annexure 1 – Sketch of Premises

Annexure 2 – Lessee’s cleaning obligations

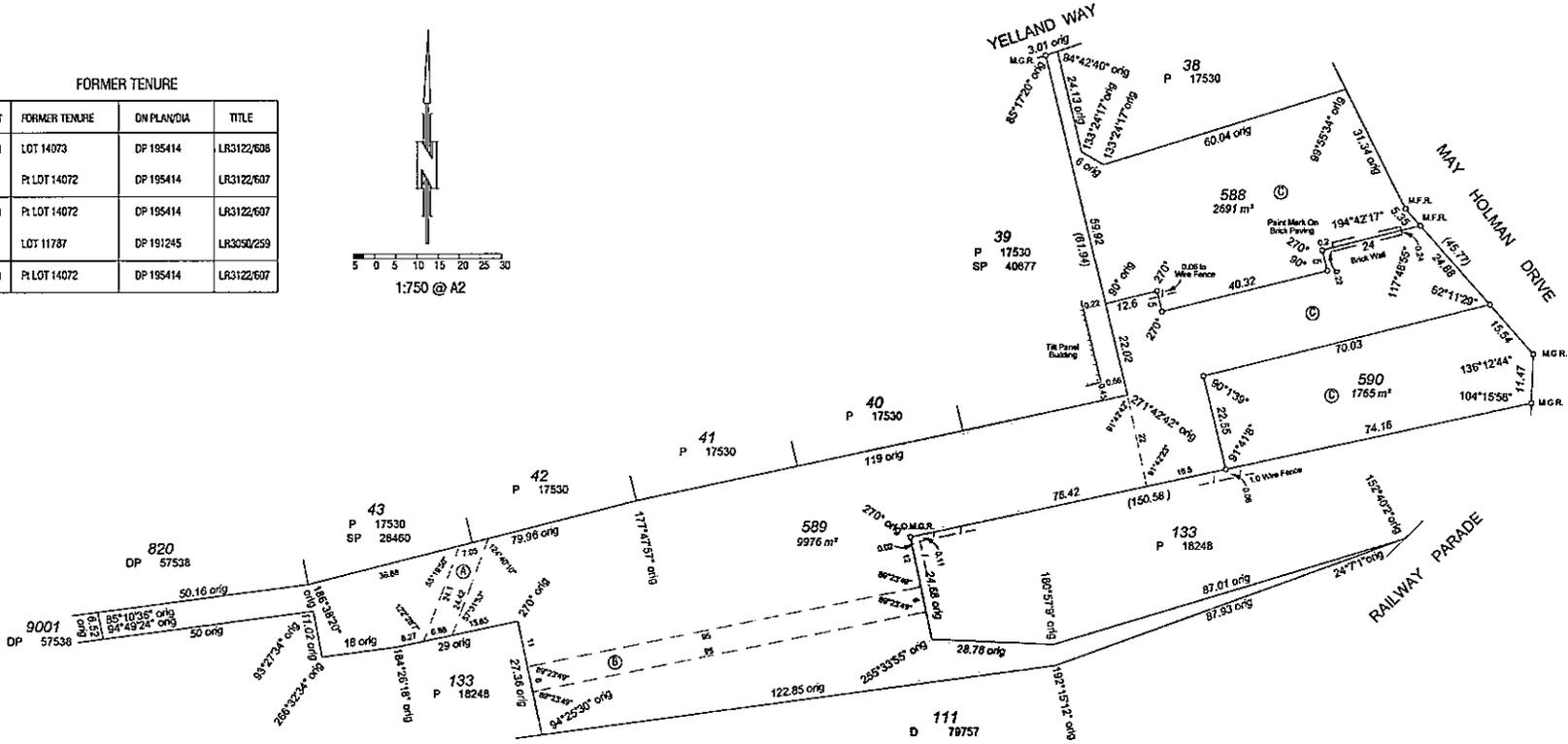
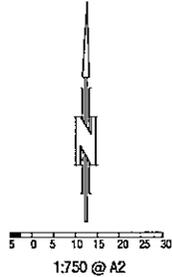
Annexure 3 – Minister for Lands' consent

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

VER	AMENDMENT	AUTHORISED BY	DATE
2	AUDIT AMENDMENTS - ADDITION OF CONTAMINATED SITE MEMORIAL	CROSSLAND & HARDY	21/2/11

FORMER TENURE

LOT	FORMER TENURE	DN PLAN/DA	TITLE
588	LOT 14073	DP 195414	LR3122/608
	Pt LOT 14072	DP 195414	LR3122/607
589	Pt LOT 14072	DP 195414	LR3122/607
	LOT 11787	DP 191245	LR3050/259
590	Pt LOT 14072	DP 195414	LR3122/607



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(A) & (B)	EASEMENT		DOC F566425	LOT 589	SEE DOC	
(C)	MEMORIAL	CONTAMINATED SITE ACT 2003	DOC L551247	LOTS 588, 589 & 590	DEPARTMENT OF ENVIRONMENT & CONSERVATION	THE DIMENSIONS AND POSITION OF THIS TYPE OF INTEREST ARE BASED ON ACCURATE SURVEYED ALIGNMENTS

CROSSLAND & HARDY PTY LTD
CONSULTING LICENSED SURVEYORS
177 RAILWAY PARADE, MAYLANDS 061
TEL: 08 9272 2214 FAX: 08 9170 3547
EMAIL: landgate@crossland.com.au
A.B.N. 46 026 745 542

TYPE: CROWN		FORMER TENURE: SEE TABLE		SCALE: ALL DISTANCES ARE IN METRES 1:750 @ A2		LODGE D DATE: 8-Dec-10		TYPE OF VALIDATION: FULL COPY, E. MLEWSKA, TRIM, 23-02-2011		ORDER FOR DEALINGS: RESERVE ACTION		Landgate Western Australian Land Information Authority	
PURPOSE: SUBDIVISION		INDEX: 8634(2) 18.30, 8634(2) 18.25		SURVEYOR'S CERTIFICATE - Clarified		N/A		APPROVED BY: WESTERN AUSTRALIAN PLANNING COMMISSION		DATE: 23-Feb-11		DEPOSITED PLAN 67748	
PLAN OF: LOTS 588, 589 & 590.		FIELD BOOK: 113801		SURVEYOR'S CERTIFICATE - Clarified		N/A		EXEMPT FROM WAPC APPROVAL		DATE: 23/2/2011		SHEET 1 OF 1 VERSION 2	
DISTRICT: SWAN		LOCALITY: BASSENDEAN		SURVEYOR'S CERTIFICATE - Clarified		N/A		WAPC APPROVAL		DATE: 23/2/2011			
R. D. & L. FILE: 02810-1994		LOCALITY: BASSENDEAN		SURVEYOR'S CERTIFICATE - Clarified		N/A		WAPC APPROVAL		DATE: 23/2/2011			
LOCAL AUTHORITY: TOWN OF BASSENDEAN		FIELD BOOK: 113801		SURVEYOR'S CERTIFICATE - Clarified		N/A		WAPC APPROVAL		DATE: 23/2/2011			

LANDGATE COPY OF ORIGINAL NOT TO SCALE 02/12/2019 12:36 PM Request number: 60104159

Daily Activities
Waste – empty all rubbish receptacles, /bins, spot clean and replace liners & empty cigarette butt bins. Larger office bin receptacles, where provided as a bin station, will be required to be emptied into outside bins.
Laminated Surfaces – spot clean, damp dust and wipe
Floor Coverings – vacuum
Hard Surface Flooring – dust mop and damp mop with disinfectant
Glass (internal windows, partitions and doors) – spot clean daily
Doors, Partitions, Ledges & Light Switches – spot clean
All kitchen sinks, dining tables and benchtops to be cleared
Clean and Empty Dishwasher – External & Internal
Microwave and Refrigerator – damp wipe external surface
Toilet units, hand basins, fixtures and shower recesses – sanitise and wipe down
Weekly Activities
Remove all cobwebs from walls and ceilings
All External Areas (immediately in front of entrances – shall be free of dust, cobwebs, accumulated dirt, litter, sand and excess water
Dust door jambs, ledges, windowsills, clocks, glazed frames etc.
Dust and remove scuff marks from skirting boards
Window Grooves/Tracks & Louvres/Vents – remove dust and vacuum
Community area – spot clean
Vinyl and Wood Floors – spray buff polish
Carpet Areas/Mats – spot clean
Monthly Activities
Ceramic Floor Tiles – machine scrub
Sealed Floors – Where authorised spray buff/applying maintenance coat where necessary to ensure non-slip surface.
Clean all horizontal and vertical surfaces including light switches, wall panels, window sills, blinds – removing fingerprints, smudges and stains to a height of 2.0m
Vacuum all fabric office furniture (includes under cushions)
Damp wipe chair pedestals
Cleaning Storage Areas – shall be free of dust, cobwebs, accumulated dirt, litter and sand.
Exhaust Registers in toilets and office areas – damp dust and wipe clean
Quarterly Activities
Glass (Entrance windows and doors) – blade clean both sides
Glass (Internal partitions, internal doors and external doors) – spot clean
Wash and disinfect all internal small waste bins
Dust all wall surfaces & Clean light diffusers inside and out, clean light fittings
Annual Activities
Carpeted Floors and Mats – carpet extraction shampoo
Vinyl Floors – wet strip
Glass Cleaning – interior windows frames & partitions, exterior windows and frames
Fabric Chairs – extraction clean
Kitchen Works Surfaces and Cupboards – deep clean
Painted Walls – spot clean



LAND OWNER'S DISCLOSURE BEFORE COMPLETION OF LAND TRANSACTION

Form 6 [r. 34]

Contaminated Sites Act 2003, section 68

NOTE: Under the *Contaminated Sites Act 2003* section 68, this disclosure is to be given to a person at least 14 days before the completion of a transaction -- in the case of a sale, settlement date; in the case of a mortgage, the date the mortgage is registered; and in the case of a lease, the date the lease is signed. A copy of this disclosure must be provided to the Department of Water and Environmental Regulation.

OWNER			
Family name:	_____	Given name(s):	_____
Company (if applicable):	Town of Bassendean		
ABN (if applicable):	20 347 405 108	Postal address:	PO Box 87 Bassendean
Suburb/Town:	Bassendean	Post code:	WA 6934
Phone:	9377 8000	Fax:	9279 4257
Email:	mail@bassendean.wa.gov.au		

LAND / SITE DETAILS — DESCRIPTION OF LAND / SITE			
Lot No. <u>590</u> and/or Street No. <u>1A</u>	Street name:	May Holman Drive,	
Certificate of Title (e.g. Reference No. / Volume and Folio and/or Lot on Plan / Diagram No.):	Suburb/Town:	BASSENDEAN	
Lot 590 on Deposited Plan 67748	Post code:	6054	
(incl. copy of Certificate of Title)	Local government:	Town of Bassendean	

REASON FOR DISCLOSURE
<input checked="" type="checkbox"/> Sale
<input type="checkbox"/> Lease
<input type="checkbox"/> Mortgage

CLASSIFICATION AND / OR NOTICE UNDER THE ACT PART 4
As at (date) 21 November 2019 the land described in this form comprised all, or part, of a site classified under the <i>Contaminated Sites Act 2003</i> as:
<input checked="" type="checkbox"/> Contaminated - remediation required
<input type="checkbox"/> Contaminated - restricted use
<input type="checkbox"/> Remediated for restricted use



LAND OWNER'S DISCLOSURE BEFORE COMPLETION OF LAND TRANSACTION

Form 6 [r. 34]

Contaminated Sites Act 2003, section 68

AND / OR

As at (date)

a notice under the *Contaminated Sites Act 2003* Part 4 has been given, and a memorial lodged, in respect of the land described in this form. The notice is:

- an investigation notice
- a clean up notice
- a hazard abatement notice

CONTAMINATION

The nature and extent of all identified contamination of the land described in this form is as follows:

Following soil remediation to render the site suitable for commercial or industrial land uses, arsenic and lead remain in soil at the site.

If, at the date set out in this form the land described in this form comprised all, or part, of a site classified under the *Contaminated Sites Act 2003* as:

- (a) contaminated - remediation required; or
- (b) contaminated - restricted use; or
- (c) remediated for restricted use;

then the restrictions on the use of the site are as follows:

The site is suitable for commercial and industrial land use only. Further contamination assessment and/or remediation will be required, before the use of the site is changed to a more sensitive use (such as residential, school or public open space).

Note that under the *Contaminated Sites Act 2003* section 94, it is an offence to:

- make a statement in making this disclosure which you know is false or misleading in a material particular; or
- make a statement in making this disclosure which is false or misleading in a material particular, with reckless disregard as to whether the statement is false or misleading in a material particular; or
- provide, or cause to be provided, in making this disclosure, information that you know is false or misleading in a material particular; or
- provide, or cause to be provided, in making this disclosure information that is false or misleading in a material particular, with reckless disregard as to whether or not the information is false or misleading in a material particular; or
- fail to disclose, or cause a failure to disclose; all information which you know is materially relevant to this disclosure statement.



LAND OWNER'S DISCLOSURE BEFORE COMPLETION OF LAND TRANSACTION

Form 6 [r. 34]

Contaminated Sites Act 2003, section 68

IF THIS REPORT IS BEING MADE BY AN INDIVIDUAL:

Signature of person making the disclosure: _____

Date:	_____	Title and full name:	_____
Postal address:	_____	Suburb/Town:	_____
Post code:	_____	Phone:	_____
Fax:	_____	Email:	_____

OR

IF THIS DISCLOSURE IS BEING MADE BY AN OWNER WHICH IS NOT AN INDIVIDUAL, IT MAY BE SIGNED ON BEHALF OF THE OWNER BY AN INDIVIDUAL AUTHORISED TO DO SO. IF THE OWNER IS A BODY CORPORATE, IT NEED NOT BE MADE UNDER ITS SEAL:

I, <u>Peta Mabbs</u>	Position:	<u>Chief Executive Officer</u>
am authorised by the Town of Bassendean to make this disclosure on behalf of that body corporate.		
Signature:		Date: <u>29/11/2019</u>
Title and full name:	<u>Peta Mabbs Chief Executive Officer</u>	
Postal address:	<u>PO Box 87</u>	Suburb/Town: <u>Bassendean</u>
Post code:	<u>6054</u>	Phone: <u>9377 8000</u>
Fax:	<u>9279 4257</u>	Email: <u>mail@bassendean.wa.gov.au</u>

ACKNOWLEDGMENT BY THIRD PARTY (OPTIONAL):

Purchaser

Signature:	_____	Date:	_____
Title and full name:	_____		
Postal address:	_____	Suburb/Town:	_____
Post code:	_____	Phone:	_____
Fax:	_____	Email:	_____



LAND OWNER'S DISCLOSURE BEFORE COMPLETION OF LAND TRANSACTION

Form 6 [r. 34]

Contaminated Sites Act 2003, section 68

ACKNOWLEDGMENT BY THIRD PARTY (OPTIONAL):			
<input checked="" type="radio"/> Lessee			
Signature:	<u>[Signature]</u>	Date:	<u>02.12.2019</u>
Title and full name:	<u>Secretary - Bassendean Community</u>		<u>Heri Shed Inc</u>
Postal address:	<u>PO Box 529</u>	Suburb/Town:	<u>Bassendean</u>
Post code:	<u>6934</u>	Phone:	<u>0427240005</u>
Fax:	<u>-</u>	Email:	<u>clibra@inet.net.au</u>

ACKNOWLEDGMENT BY THIRD PARTY (OPTIONAL):			
<input type="radio"/> Mortgagee			
Signature:	_____	Date:	_____
Title and full name:	_____		_____
Postal address:	_____	Suburb/Town:	_____
Post code:	_____	Phone:	_____
Fax:	_____	Email:	_____

Give the original completed form to the potential owner / mortgagee / lessee and mail a copy to:

Manager, Contaminated Sites Branch
Department of Water and Environmental Regulation
Locked Bag 33
Cloisters Square
Perth WA 6850

ATTACHMENT NO. 7

TOWN OF BASSENDEAN

MINUTES

AUDIT AND GOVERNANCE COMMITTEE

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

ON WEDNESDAY 13 NOVEMBER 2019, AT 5.30PM

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Director Corporate Services opened the meeting, welcomed all those in attendance and conducted an Acknowledgement of Country.

2.0 NOMINATION FOR PRESIDING AND DEPUTY PRESIDING MEMBERS

As membership of community members will expire at the end of the year, it was suggested that consideration of a Presiding Member and Deputy Presiding Member be deferred until new members for the 2019/21 term have been appointed.

That being the case, it was agreed that an interim Presiding Member and Deputy Presiding member be appointed for this meeting and any other additional meetings held in 2019.

The Director Corporate Services conducted the election of the Presiding Member under delegated authority of the Chief Executive Officer. One nomination was received for Cr Hilary MacWilliam. The Director Corporate Services declared Cr Hilary MacWilliam elected as Presiding Member.

The Presiding Member conducted the election of the Deputy Presiding Member. One nomination was received for Cr Kathryn Hamilton. The Presiding Member declared Cr Kathryn Hamilton elected as Deputy Presiding Member.

3.0 ATTENDANCES, APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

Present

Cr Hilary MacWilliam, Presiding Member
Cr Kathryn Hamilton, Deputy Presiding Member
Cr John Gangell
Ian Walters

Staff/Consultants

Paul White, Director Corporate Services
Natalie Ong, Manager Strategy & Governance
Diane Depiazz, Manager Finance
Anne Cheng, Moore Stephens
Ron Back, Financial Advisor
Amy Holmes, Minute Secretary

Apologies

Cr Renee McLennan – Leave of Absence
Peta Mabbs, CEO

4.0 DEPUTATIONS

Nil

5.0 CONFIRMATION OF MINUTES

5.1 Audit and Governance Meeting held on 7 August 2019

COMMITTEE/OFFICER RECOMMENDATION – ITEM 5.1

MOVED Ian Walters, Seconded Cr Hamilton, that the minutes of the Audit and Governance Committee meeting held on 7 August 2019, be confirmed as a true record.

CARRIED UNANIMOUSLY 4/0

6.0 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Nil

7.0 DECLARATIONS OF INTEREST

Nil

8.0 BUSINESS DEFERRED FROM PREVIOUS MEETING

Nil

9.0 REPORTS

9.1 Update on Internal Audit Activity from Anne Cheng, Moore Stephens (WA) Pty Ltd

Please note, this is a standing item on the Audit and Governance Committee Agenda, to enable updates from Council's Internal Auditor.

Assurance Plan for 2019-2020

Council endorsed the Assurance Plan for 2019-2020 at the OCM on 27 August 2019 which specified a Payments Audit for 2019-2020.

Proposed Audit of Accounts Payable and Purchasing

The objectives of the proposed audit are to evaluate the Town's management systems, policies and procedures with respect to Accounts Payable and Purchasing.

The scope of the audit is:

- Approval and appropriate delegation of authority over invoice processing and procurement activities;
- Detailed testing of purchasing activity for compliance to the Town's Purchasing Policy and relevant legislative requirements;
- Evaluation of the appropriateness and effectiveness of key internal controls which ensure appropriate segregation of duties, accuracy and completeness of transactions and recordkeeping;
- Adequacy of system automated controls within the Accounts Payable and Purchasing modules of the ERP system;
- Adequacy of controls around update of supplier master data file;
- Adequacy of purchasing via corporate purchasing cards, including the reconciliation procedures; and

- Evaluation of the processes for workflow efficiency and effectiveness for anti-fraud prevention.

This will be an end to end process audit. Auditors will provide any recommendations for efficiencies to streamline processes. It should inform the review of the Procurement and Contract Management Framework. In terms of IT requirements, internal and external audit reports have been provided to Broadreach Consulting.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 9.1

AGC-1/11/19

MOVED Ian Walters, Seconded Cr Hamilton, that the Committee reviews and supports the scope of the audit of Accounts Payable and Purchasing for 2019-2020.

CARRIED UNANIMOUSLY 4/0

9.2 Audited Annual Financial Statements for the year ended 30 June 2019

The Annual Financial Statements for the year ended 30 June 2019 are currently subject to review by the Office of the Auditor General (OAG).

An additional meeting of the Committee will be required to receive the Audited Annual Financial Statements for the year ended 30 June 2019.

On 1 November 2019, the CEO received advice from the EMRC that there is a delay in the finalisation of the audit of the EMRC's Annual Financial Report by the Office of Auditor General (OAG) which may have an impact on Council's audit, specifically relating to the share of the interest in the EMRC.

The situation has arisen due to the late changes to the treatment and presentation of the financial report following changes to accounting policies which the OAG are required to sign off on. As a result, the consequential additional time required meant that the EMRC and the OAG were unable to meet the original targeted EMRC Audit Committee meeting date in early October when the 2018/2019 Annual Financial Report (AFR) was to have been presented, prior to the Local Government elections.

Officers from the EMRC have been working with the OAG and they are committed to 21 November 2019 for the AFR to be tabled before the EMRC's Audit Committee.

They expect the final Independent Auditor's Report to be signed by the Auditor General or her representative and issued, at the earliest, the next day, being 22 November 2019 and latest early the following week.

The EMRC has advised that it has been working with its auditors with a sense of urgency, and regret that this may cause a delay to the Town of Bassendean's audit, and reassures the Town that appropriate discussions are taking place with the OAG to ensure we are not in the same situation again.

The Town of Bassendean's Annual Financial Statements for the year ended 30 June 2019 will be provided to the Committee once the Audit Report is received from the OAG.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 9.2

AGC-2/11/19

MOVED Cr Hamilton, Seconded Ian Walters, that the Audit and Governance Committee meets at 5:30pm on Wednesday 27 November 2019, to receive the Annual Financial Statements for the year ended 30 June 2019.

CARRIED UNANIMOUSLY 4/0

9.3 Audit and Risk Register

APPLICATION

The purpose of this report is to provide the Committee with a log of audit recommendations.

BACKGROUND

The Town of Bassendean engaged its internal auditor Moore Stephens to review the appropriateness and effectiveness of the Town's systems and procedures in relation to risk management, internal controls and legislative compliance pursuant to Regulation 17 of the *Local Government (Audit) Regulations 1996* ("Audit Regulation 17 Review").

The Moore Stephens report, "Review of Risk Management, Internal Controls and Legislative Compliance", was tabled at the Audit & Governance Committee meeting on 7 August 2019.

Recommendation 4.3.1 stated:

“An Audit Log of outstanding audit recommendations should be developed to enable tracking of open items for timely completion. The Audit Log should be presented to each Audit & Governance Committee meeting for oversight by Committee members.”

STRATEGIC IMPLICATIONS

Objectives <i>What we need to achieve</i>	Strategies <i>How we're going to do it</i>	Measures of Success <i>How we will be judged</i>
5.1 Enhance organisational accountability	5.1.1 Enhance the capability of our people	Community / Stakeholder Satisfaction Survey (Governance)
	5.1.2 Ensure financial sustainability	Compliance Audit
	5.1.3 Strengthen governance, risk management and compliance	Risk Management Profile
	5.1.4 Improve efficiency and effectiveness of planning and services	Financial Ratio Benchmarked.
	5.1.5 Ensure optimal management of assets	Asset Ratio Benchmarked

STATUTORY REQUIREMENTS

Local Government (Audit) Regulations 1996, Regulation 17, states:

17. CEO to review certain systems and procedures

- (1) The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to —
 - (a) risk management; and
 - (b) internal control; and
 - (c) legislative compliance.

- (2) The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review not less than once in every 3 financial years.

The CEO is to report to the audit committee the results of that review.

FINANCIAL CONSIDERATIONS

Action required to address some audit recommendations may require the Town to engage external consultants. Any necessary engagements will be governed by the Town's Purchasing Policy and Procurement Guidelines.

COMMENT

The Town reviewed the following internal and external audit reports:

- Moore Stephens Audit of Tenders and Contracts Report for the Town, May 2017;
- Moore Stephens Internal Audit Revenue Report for the Town, March 2018;
- Western Australia Auditor General's Report Number 5 of 2018-18, Local Government Procurement, October 2018;
- OAG Interim Audit Report for the Town - July 2019; and
- Moore Stephens Review of Risk Management, Internal Controls and Legislative Compliance Report for the Town, July 2019.

The Town produced an Audit and Risk Register from the recommendations made in the reports listed above. The Town has added a Management Update, Current Status and Responsible Officer for the Committee's information. The Audit and Risk Register will be updated monthly for tabling at the Administration's Corporate Management Committee.

The Audit and Risk Register will be tabled at each quarterly meeting of the Audit and Governance Committee.

To simplify the information, a more succinct summary and progress report will be provided in future. Staff will develop a report and circulate to committee members for feedback.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 9.3

AGC-3/11/19

MOVED Cr Hamilton, Seconded Ian Walters, that the Committee receives the Audit and Risk Register **and requests Officers develop a more succinct summary and progress report for future meetings.**

CARRIED UNANIMOUSLY 4/0

10.0

MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11.0 ANNOUNCEMENTS OF NOTICES OF MOTION FOR THE NEXT MEETING

Nil

12.0 CONFIDENTIAL BUSINESS

COMMITTEE RECOMMENDATION – ITEM 11.0(a)

AGC-4/11/19 MOVED Cr Gangell, Seconded Cr Hamilton, that the meeting go behind closed doors in accordance with Section 5.23 of the Local Government Act 1995, the time being 6.08pm.

CARRIED UNANIMOUSLY 4/0

Mr Ron Back left the meeting at 6.08pm and did not return.

12.1 Update on Audit Activity

This matter was considered with members of the public excluded from the Chamber under Clause 5.23 (2) (b) of the Local Government Act 1995, as the officer report discusses information of a personal nature.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 12.1

AGC-5/11/19 MOVED Cr Hamilton, Seconded Ian Walters, that the Confidential Officer's report attached to the Audit and Governance Committee Agenda of 13 November 2019, be received.

CARRIED UNANIMOUSLY 4/0

12.2 Contractor Legal Dispute

This matter was considered with members of the public excluded from the Chamber under Clause 5.23 (2) (d) of the Local Government Act 1995, as the officer report discusses legal advice obtained by the Town.

COMMITTEE/OFFICER RECOMMENATIONS – ITEM 12.2

AGC-6/11/19 MOVED Cr Hamilton, Seconded Cr Gangell, that the Confidential Officer's report attached to Audit and Governance Committee Agenda of 13 November 2019, be received.

CARRIED UNANIMOUSLY 4/0

12.3 Australian Taxation Office Disclosure

This matter was considered with members of the public excluded from the Chamber under Clause 5.23 (2) (a) of the Local Government Act 1995, as the officer report discusses a matter affecting employees.

Cr John Gangell left the meeting at 6.28pm.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 12.3

AGC-7/11/19 MOVED Cr Hamilton, Cr Ian Walters, that the Officer's Report attached to the Audit and Governance Committee Agenda of 13 November 2019, be received.

CARRIED UNANIMOUSLY 3/0

Cr John Gangell returned to the meeting at 6.30pm.

13.0 CLOSURE

The next meeting is to be held on Wednesday 27 November 2019, commencing at 5.30pm.

There being no further business, the Presiding Member closed the meeting at 6.30pm.

TOWN OF BASSENDEAN

MINUTES

AUDIT AND GOVERNANCE COMMITTEE

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

ON WEDNESDAY 27 NOVEMBER 2019, AT 5.30PM

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member opened the meeting, welcomed all those in attendance and conducted an Acknowledgement of Country.

2.0 ATTENDANCES, APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

Present

Cr Hilary MacWilliam, Presiding Member
Cr Renee McLennan
Cr Kathryn Hamilton
Ian Walters
Tom Klaassen

Staff/Consultants

Paul White, Director Corporate Services
Natalie Ong, Manager Strategy & Governance
Diane Depiazz, Manager Finance
Tony Macri, Macri Partners
Suren Herathmudalige, Macri Partners
Liang Wong, Office of the Auditor General
Ron Back, Financial Advisor
Amy Holmes, Minute Secretary

3.0 DEPUTATIONS

Nil

4.0 CONFIRMATION OF MINUTES

4.1 Audit and Governance Committee Meeting held on 13 November 2019

COMMITTEE/OFFICER RECOMMENDATION – ITEM 4.1

MOVED Cr Hamilton, Seconded Ian Walters, that the minutes of the Audit and Governance Committee meeting held on 13 November 2019, be confirmed as a true record.

CARRIED UNANIMOUSLY 5/0

5.0 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Nil

6.0 DECLARATIONS OF INTEREST

Nil

7.0 BUSINESS DEFERRED FROM PREVIOUS MEETING

Nil

8.0 REPORTS

8.1 Audited Annual Financial Statements for the Year Ended 30 June 2019 (Ref: FINM/AUD/7 – Paul White, Director Corporate Services)

APPLICATION

The purpose of this report is to submit for review the Audited Annual Financial Statements for the year ended 30 June 2019.

BACKGROUND

The 2018/19 Audited Annual Financial Statements have been completed and the Committee was requested to adopt the document.

RELEVANT LAW

Section 6.4 of the Local Government Act states:

6.4 Financial report

- (1) *A local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.*
- (2) *The financial report is to —*
 - (a) *be prepared and presented in the manner and form prescribed; and*
 - (b) *contain the prescribed information.*
- (3) *By 30 September following each financial year or such extended time as the Minister allows, a local government is to submit to its auditor —*
 - (a) *the accounts of the local government, balanced up to the last day of the preceding financial year; and*
 - (b) *the annual financial report of the local government for the preceding financial year.*

STRATEGIC IMPLICATIONS

Good Governance

5.1 Enhance organisational accountability	5.1.1 Enhance the capability of our people
	5.1.2 Ensure financial sustainability
	5.1.3 Strengthen governance, risk management and compliance
	5.1.4 Improve efficiency and effectiveness of planning and services
	5.1.5 Ensure optimal management of assets

COMMENT

The audit for the 2018/19 financial year has been completed and provides an overview of the financial activities of the Town of Bassendean for the 2018/19 year.

The auditor has requested that the 2018/19 and Draft Independent Auditor's Report and Audit Completion Report be received by the Audit and Governance Committee prior to the auditor providing the final version of the audit report.

2018/19 Closing Surplus

The estimated closing budget surplus at 30 June 2019 was anticipated to be \$21,614. Following the conclusion of the financial year and the completion of the Annual Audit, the actual closing surplus for the 2018/19 financial year was \$1,432,345. The closing surplus includes an amount of \$280,000 that relates to rates paid in advance. The amount has been included as income in accordance with current audit requirements.

A list of the major variances between the 2018/19 Budget and Actual amounts are included as an attachment to the Agenda.

COMMITTEE/OFFICER RECOMMENDATION – ITEM 8.1

AGC-1/11/19

MOVED Tom Klaassen, Seconded Ian Walters, that the Committee recommends that Council:

1. Acknowledges the 2018/19 Independent Auditor's Report and Audit Completion Report; and
2. Adopts the 2018/19 Audited Annual Financial Statements.

CARRIED UNANIMOUSLY 5/0

8.2 Audit and Governance Committee – Meeting Dates for 2020

The Audit and Governance Committee meeting dates for 2020 are to be set prior to advertising to fill vacant positions on the Committee, which expire at the end of 2019.

The following meeting dates are proposed for 2020, in line with the Committee's Instrument of Appointment and Delegation, which states that the Committee shall meet every three months or more regularly, as required, at the discretion of the Presiding Member of the Committee, the Mayor or the CEO:

11 March, 3 June, 5 August and 4 November.

12.0 **CLOSURE**

The next meeting is to be advised.

There being no further business, the Presiding Member closed the meeting at 6.10pm.



Auditor General

INDEPENDENT AUDITOR'S REPORT

To the Councillors of the Town of Bassendean

Report on the Audit of the Financial Report

Opinion

I have audited the annual financial report of the Town of Bassendean which comprises the Statement of Financial Position as at 30 June 2019, the Statement of Comprehensive Income by Nature or Type, Statement of Comprehensive Income by Program, Statement of Changes in Equity, Statement of Cash Flows and Rate Setting Statement for the year then ended, and notes comprising a summary of significant accounting policies and other explanatory information, and the Statement by the Chief Executive Officer.

In my opinion the annual financial report of the Town of Bassendean:

- (i) is based on proper accounts and records; and
- (ii) fairly represents, in all material respects, the results of the operations of the Town for the year ended 30 June 2019 and its financial position at the end of that period in accordance with the *Local Government Act 1995* (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of my report. I am independent of the Town in accordance with the *Auditor General Act 2006* and the relevant ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to my audit of the annual financial report. I have also fulfilled my other ethical responsibilities in accordance with the Code. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter – Basis of Accounting

I draw attention to Note 1 to the annual financial report, which describes the basis of accounting. The annual financial report has been prepared for the purpose of fulfilling the Town's annual financial reporting responsibilities under the Act. Regulation 16 of the Local Government (Financial Management) Regulations 1996, does not allow a local government to recognise some categories of land, including land under roads, as assets in the annual financial report. My opinion is not modified in respect of this matter.

Responsibilities of the Chief Executive Officer and Council for the Financial Report

The Chief Executive Officer (CEO) of the Town is responsible for the preparation and fair presentation of the annual financial report in accordance with the requirements of the Act, the Regulations and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards. The CEO is also responsible for such internal control as the CEO determines is necessary to enable the preparation of an annual financial report that is free from material misstatement, whether due to fraud or error.

In preparing the annual financial report, the CEO is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the State government has made decisions affecting the continued existence of the Town.

The Council is responsible for overseeing the Town's financial reporting process.

Auditor's Responsibility for the Audit of the Financial Report

The objectives of my audit are to obtain reasonable assurance about whether the annual financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the annual financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the annual financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the CEO.
- Conclude on the appropriateness of the CEO's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the annual financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report, as we cannot predict future events or conditions that may have an impact.
- Evaluate the overall presentation, structure and content of the annual financial report, including the disclosures, and whether the annual financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with the Council and the CEO regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Report on Other Legal and Regulatory Requirements

In accordance with the Local Government (Audit) Regulations 1996 I report that:

- (i) In my opinion, the following material matters indicate significant adverse trends in the financial position of the Town:
 - a. The Asset Sustainability Ratio and the Operating Surplus Ratio have been below the Department of Local Government, Sport and Cultural Industries standard for the past three years.
The financial ratios are reported in Note 33 of the financial report.
- (ii) All required information and explanations were obtained by me.
- (iii) All audit procedures were satisfactorily completed.
- (iv) In my opinion, the asset consumption ratio and the asset renewal funding ratio included in the annual financial report were supported by verifiable information and reasonable assumptions.

Other Matter

The annual financial report of the Town for the year ended 30 June 2018 was audited by another auditor who expressed an unmodified opinion on that annual financial report. The financial ratios for 2017 and 2018 in Note 33 of the audited annual financial report were included in the supplementary information and/or audited annual financial report for those years.

Matters Relating to the Electronic Publication of the Audited Financial Report

This auditor's report relates to the annual financial report of the Town of Bassendean for the year ended 30 June 2019 included on the Town's website. The Town's management is responsible for the integrity of the Town's website. This audit does not provide assurance on the integrity of the Town's website. The auditor's report refers only to the annual financial report described above. It does not provide an opinion on any other information which may have been hyperlinked to/from this annual financial report. If users of the annual financial report are concerned with the inherent risks arising from publication on a website, they are advised to refer to the hard copy of the audited annual financial report to confirm the information contained in this website version of the annual financial report.



SANDRA LABUSCHAGNE
DEPUTY AUDITOR GENERAL
Delegate of the Auditor General for Western Australia
Perth, Western Australia
29 November 2019

TOWN OF BASSENDEAN
FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019

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COMMUNITY VISION

"A connected community, developing a vibrant and sustainable future, that is built upon the foundations of our past".

Principal place of business:
48 Old Perth Road
BASSENDEAN WA 6054

**TOWN OF BASSENDEAN
FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CHIEF EXECUTIVE OFFICER

The attached financial report of the Town of Bassendean for the financial year ended 30 June 2019 is based on proper accounts and records to present fairly the financial position of the Town of Bassendean at 30 June 2019 and the results of the operations for the financial year then ended in accordance with the Local Government Act 1995 and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards.

Signed on the

27

day of

November

2019


Chief Executive Officer


Peta Mabbs

TOWN OF BASSENDEAN
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30TH JUNE 2019

		2019	2019	2018
	NOTE	Actual	Budget	Actual
		\$	\$	\$
Revenue				
Rates	22(a)	13,125,890	13,173,005	13,184,183
Operating grants, subsidies and contributions	2(a)	2,934,732	2,776,326	3,063,580
Fees and charges	2(a)	6,220,530	5,968,203	5,892,776
Interest earnings	2(a)	519,008	459,345	507,169
Other revenue	2(a)	524,212	370,556	771,438
		<u>23,324,372</u>	<u>22,747,435</u>	<u>23,419,146</u>
Expenses				
Employee costs		(12,723,399)	(11,882,476)	(11,865,527)
Materials and contracts		(7,197,066)	(8,337,538)	(7,089,841)
Utility charges		(660,898)	(736,314)	(655,370)
Depreciation on non-current assets	10(b)	(3,507,677)	(3,316,368)	(3,284,278)
Interest expenses	2(b)	(48,563)	(49,688)	(57,423)
Insurance expenses		(464,998)	(439,889)	(435,443)
Other expenditure		(1,137,827)	(1,280,853)	(1,021,510)
		<u>(25,740,428)</u>	<u>(26,043,126)</u>	<u>(24,409,392)</u>
		(2,416,056)	(3,295,691)	(990,246)
Non-operating grants, subsidies and contributions	2(a)	1,477,679	2,382,964	661,225
Profit on asset disposals	10(a)	-	70,852	3,773
(Loss) on asset disposals	10(a)	(5,227)	(59,586)	(59,590)
Investment in Local Government House Trust	7	14,352	-	(64)
Net Share of Interest in Associate-EMRC	20	432,583	-	430,004
		<u>1,919,387</u>	<u>2,394,230</u>	<u>1,035,348</u>
Net result for the period		(496,669)	(901,461)	45,102
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	11	-	-	4,332,072
Share of changes in asset revaluation surplus of associate	11,20	(1,339)	-	(13,511)
Total other comprehensive income/(loss) for the period		(1,339)	-	4,318,562
Total comprehensive income/(loss) for the period		(498,008)	(901,461)	4,363,664

This statement is to be read in conjunction with the accompanying notes.



TOWN OF BASSENDEAN
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30TH JUNE 2019

		2019	2019	2018
	NOTE	Actual	Budget	Actual
		\$	\$	\$
Revenue	2(a)			
Governance		16,268	17,200	17,489
General purpose funding		14,388,772	14,084,228	14,410,752
Law, order, public safety		113,284	112,700	129,066
Health		2,739,940	2,760,665	2,677,209
Education and welfare		5,278,623	5,051,412	5,312,972
Community amenities		164,470	148,000	142,099
Recreation and culture		334,498	236,560	444,157
Transport		60,126	154,000	74,697
Economic services		98,594	100,350	105,471
Other property and services		129,797	82,320	105,234
		<u>23,324,372</u>	<u>22,747,435</u>	<u>23,419,146</u>
Expenses	2(b)			
Governance		(985,993)	(1,181,968)	(946,022)
General purpose funding		(782,116)	(761,419)	(798,180)
Law, order, public safety		(680,183)	(676,252)	(653,579)
Health		(3,056,737)	(3,189,115)	(2,903,767)
Education and welfare		(5,983,421)	(5,550,607)	(5,456,370)
Community amenities		(1,365,337)	(1,300,057)	(1,247,647)
Recreation and culture		(6,342,751)	(6,559,803)	(6,112,060)
Transport		(5,790,298)	(6,050,683)	(5,557,989)
Economic services		(557,430)	(545,985)	(551,530)
Other property and services		(147,599)	(177,549)	(124,825)
		<u>(25,691,865)</u>	<u>(25,993,438)</u>	<u>(24,351,969)</u>
Finance Costs	2(b)			
General purpose funding		(15,895)	(16,003)	(17,255)
Recreation and culture		(32,668)	(33,685)	(40,168)
		<u>(48,563)</u>	<u>(49,688)</u>	<u>(57,423)</u>
		<u>(2,416,056)</u>	<u>(3,295,691)</u>	<u>(990,246)</u>
Non-operating grants, subsidies and contributions	2(a)	1,477,679	2,382,964	661,225
Profit on disposal of assets	10(a)	-	70,852	3,773
(Loss) on disposal of assets	10(a)	(5,227)	(59,586)	(59,590)
Investment in Local Government House Trust	7	14,352	-	(64)
Net Share of Interest in Associate-EMRC	20	432,583	-	430,004
		<u>1,919,387</u>	<u>2,394,230</u>	<u>1,035,348</u>
Net result for the period		(496,669)	(901,461)	45,102
Other comprehensive income				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	11	-	-	4,332,072
Share of changes in asset revaluation surplus of associate	11,20	(1,339)	-	(13,511)
Total other comprehensive income/(loss) for the period		(1,339)	-	4,318,562
Total comprehensive income/(loss) for the period		(498,008)	(901,461)	4,363,664

This statement is to be read in conjunction with the accompanying notes.

AUDITED



**TOWN OF BASSENDEAN
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 30TH JUNE 2019**

	NOTE	2,019	2,018
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	3	7,960,795	3,072,201
Trade receivables	5	1,022,253	1,103,167
Other financial assets	7(a)	4,418,273	8,272,026
Other loans and receivables	7(a)	-	21,134
Inventories	6	17,080	15,018
TOTAL CURRENT ASSETS		13,418,401	12,483,546
NON-CURRENT ASSETS			
Trade receivables	5	325,083	334,587
Other financial assets	7(b)	327,780	108,268
Other loans and receivables	7(b)	-	227,743
Interest in Associate	20(a)	8,386,081	7,954,836
Property, plant and equipment	8	55,780,006	56,195,749
Infrastructure	9	107,396,632	109,135,859
TOTAL NON-CURRENT ASSETS		172,215,582	173,957,042
TOTAL ASSETS		185,633,983	186,440,588
CURRENT LIABILITIES			
Trade and other payables	12	3,330,886	3,601,168
Borrowings	13(a)	130,368	132,880
Employee related provisions	14	2,417,924	2,249,870
TOTAL CURRENT LIABILITIES		5,879,178	5,983,918
NON-CURRENT LIABILITIES			
Borrowings	13(a)	549,315	678,500
Employee related provisions	14	158,837	233,509
TOTAL NON-CURRENT LIABILITIES		708,152	912,009
TOTAL LIABILITIES		6,587,330	6,895,927
NET ASSETS		179,046,653	179,544,661
EQUITY			
Retained surplus		29,209,223	30,952,646
Reserves - cash backed	4	6,957,012	5,710,258
Revaluation surplus	11	142,880,418	142,881,757
TOTAL EQUITY		179,046,653	179,544,661

This statement is to be read in conjunction with the accompanying notes.



**TOWN OF BASSENDEAN
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30TH JUNE 2019**

	NOTE	RETAINED SURPLUS	RESERVES CASH BACKED	REVALUATION SURPLUS	TOTAL EQUITY
		\$	\$	\$	\$
Balance as at 1 July 2017		31,816,487	4,801,315	138,563,195	175,180,997
Comprehensive income					
Net result for the period		45,102	-	-	45,102
Changes on revaluation of assets	11	-	-	4,318,562	4,318,562
Total comprehensive income		45,102	-	4,318,562	4,363,664
Transfers from/(to) reserves		(908,943)	908,943		-
Balance as at 30 June 2018		30,952,646	5,710,258	142,881,757	179,544,661
Comprehensive income					
Net result for the period		(496,669)	-	-	(496,669)
Changes on revaluation of assets	11	-	-	(1,339)	(1,339)
Total comprehensive income		(496,669)	-	(1,339)	(498,008)
Transfers from/(to) reserves		(1,246,754)	1,246,754	-	-
Balance as at 30 June 2019		29,209,223	6,957,012	142,880,418	179,046,653

This statement is to be read in conjunction with the accompanying notes.

TOWN OF BASSENDEAN
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2019

	NOTE	2019 Actual \$	2019 Budget \$	2018 Actual \$
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		13,131,934	13,011,456	13,033,929
Operating grants, subsidies and contributions		2,963,981	2,801,460	3,063,580
Fees and charges		6,220,530	5,968,203	5,884,520
Interest received		519,008	459,345	511,003
Goods and services tax received		978,318	-	1,034,974
Other revenue		524,212	440,556	766,253
		<u>24,337,983</u>	<u>22,681,020</u>	<u>24,294,259</u>
Payments				
Employee costs		(12,493,552)	(11,706,476)	(11,686,212)
Materials and contracts		(7,640,793)	(8,247,538)	(7,089,841)
Utility charges		(660,898)	(736,314)	(655,370)
Interest expenses		(48,563)	(43,985)	(58,333)
Insurance paid		(464,998)	(439,889)	(435,443)
Goods and services tax paid		(888,276)	-	(1,022,931)
Other expenditure		(1,137,826)	(1,270,852)	(1,044,596)
		<u>(23,334,906)</u>	<u>(22,445,054)</u>	<u>(21,992,726)</u>
Net cash provided by (used in) operating activities	15	<u>1,003,077</u>	<u>235,966</u>	<u>2,301,533</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of				
property, plant & equipment		(200,315)	(1,904,200)	(658,596)
Payments for construction of infrastructure (Payments)/Receipts for financial assets at amortised cost		(1,157,619)	(3,087,015)	(1,614,522)
		3,877,519	-	(8,272,026)
Non-operating grants, subsidies and contributions		1,477,679	2,382,964	661,225
Proceeds from sale of property, plant & equipment		-	897,300	35,036
Trust Transfers		-	70,000	247,289
Net cash provided by (used in) investment activities		<u>3,997,264</u>	<u>(1,640,951)</u>	<u>(9,601,594)</u>
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings		(131,697)	(132,880)	(123,993)
Proceeds from self supporting loans		19,951	21,134	21,134
Net cash provided by (used in) financing activities		<u>(111,746)</u>	<u>(111,746)</u>	<u>(102,859)</u>
Net increase (decrease) in cash held		4,888,595	(1,516,731)	(7,402,920)
Cash at beginning of year		3,072,201	11,428,316	10,475,121
Cash and cash equivalents at the end of the year	15	<u>7,960,795</u>	<u>9,911,585</u>	<u>3,072,201</u>

This statement is to be read in conjunction with the accompanying notes.

TOWN OF BASSENDEAN
RATE SETTING STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2019

	NOTE	2019 Actual	2019 Budget	2018 Actual
		\$	\$	\$
OPERATING ACTIVITIES				
Net current assets at start of financial year - surplus/(deficit)	23 (b)	1,921,369	1,646,933	2,184,378
		<u>1,921,369</u>	<u>1,646,933</u>	<u>2,184,378</u>
Revenue from operating activities (excluding rates)				
Governance		30,620	17,200	17,489
General purpose funding		1,276,419	911,223	1,497,270
Law, order, public safety		113,284	112,700	129,066
Health		2,739,940	2,760,665	2,677,209
Education and welfare		5,278,623	5,051,412	5,312,972
Community amenities		164,470	218,000	142,099
Recreation and culture		334,498	236,560	444,157
Transport		60,126	154,000	74,697
Economic services		98,594	100,350	105,471
Other property and services		129,797	83,172	109,007
		<u>10,226,371</u>	<u>9,645,282</u>	<u>10,509,437</u>
Expenditure from operating activities				
Governance		(985,993)	(1,181,968)	(946,022)
General purpose funding		(798,011)	(777,422)	(815,435)
Law, order, public safety		(680,183)	(676,252)	(653,579)
Health		(3,056,737)	(3,189,115)	(2,903,767)
Education and welfare		(5,983,421)	(5,560,607)	(5,456,370)
Community amenities		(1,365,337)	(1,325,057)	(1,247,647)
Recreation and culture		(6,375,419)	(6,593,488)	(6,152,228)
Transport		(5,790,298)	(6,050,683)	(5,557,989)
Economic services		(557,430)	(545,985)	(551,530)
Other property and services		(152,826)	(202,135)	(184,415)
		<u>(25,745,655)</u>	<u>(26,102,712)</u>	<u>(24,468,982)</u>
Non-cash amounts excluded from operating activities	23(a)	3,156,662	3,315,507	3,373,069
Amount attributable to operating activities		<u>(10,441,253)</u>	<u>(11,494,990)</u>	<u>(8,402,098)</u>
INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions	2(a)	1,477,679	2,382,964	661,225
Proceeds from disposal of assets	10(a)	-	897,300	35,036
Purchase of property, plant and equipment	8(b)	(200,315)	(1,904,200)	(658,596)
Purchase and construction of infrastructure	9(b)	(1,157,619)	(3,087,015)	(1,614,522)
Amount attributable to investing activities		<u>119,745</u>	<u>(1,710,951)</u>	<u>(1,576,857)</u>
FINANCING ACTIVITIES				
Repayment of borrowings	13(b)	(131,697)	(132,880)	(123,993)
Proceeds from self supporting loans	13(b)	19,951	21,134	19,778
Transfers to reserves (restricted assets)	4	(2,254,247)	(1,248,204)	(1,327,865)
Transfers from reserves (restricted assets)	4	1,007,493	1,414,500	418,922
Amount attributable to financing activities		<u>(1,358,500)</u>	<u>54,550</u>	<u>(1,013,158)</u>
Surplus/(deficit) before imposition of general rates		<u>(11,680,008)</u>	<u>(13,151,391)</u>	<u>(10,992,113)</u>
Total amount raised from general rates	22	<u>13,112,353</u>	<u>13,173,005</u>	<u>12,913,482</u>
Surplus/(deficit) after imposition of general rates	23(b)	<u><u>1,432,345</u></u>	<u><u>21,614</u></u>	<u><u>1,921,369</u></u>

This statement is to be read in conjunction with the accompanying notes.

1. BASIS OF PREPARATION

The financial report comprises general purpose financial statements which have been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of *AASB 1051 Land Under Roads paragraph 15* and *AASB 116 Property, Plant and Equipment paragraph 7*.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Town controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 25 to these financial statements.

TOWN OF BASSENDEAN
 NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
 FOR THE YEAR ENDED 30TH JUNE 2019

2. REVENUE AND EXPENSES

(a) Revenue

Grant Revenue

Grants, subsidies and contributions are included as both operating and non-operating revenues in the Statement of Comprehensive Income:

	2019 Actual	2019 Budget	2018 Actual
	\$	\$	\$
Operating grants, subsidies and contributions			
General purpose funding	543,657	282,628	520,525
Law, order, public safety	18,561	45,000	56,090
Health		28,000	-
Education and welfare	2,286,749	2,260,698	2,330,052
Recreation and culture	36,185	10,000	106,739
Transport	49,580	150,000	50,174
	2,934,732	2,776,326	3,063,580
Non-operating grants, subsidies and contributions			
Law, order, public safety	-	-	3,864
Health	93,000	232,500	-
Education and welfare	-	-	40,000
Recreation and culture	270,000	776,600	39,965
Transport	1,114,679	1,373,864	577,396
	1,477,679	2,382,964	661,225
Total grants, subsidies and contributions	4,412,411	5,159,290	3,724,805

SIGNIFICANT ACCOUNTING POLICIES

Grants, donations and other contributions

Grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions.

Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in a particular manner or used over

Grants, donations and other contributions (Continued)

a particular period and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in Note 21. That note also discloses the amount of contributions recognised as revenues in a previous reporting period which were obtained in respect of the local government's operations for the current reporting period.

TOWN OF BASSENDEAN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019
2. REVENUE AND EXPENSES

(a) Revenue (Continued)	2019	2019	2018
	Actual	Budget	Actual
	\$	\$	\$
Other revenue			
Reimbursements and recoveries	60,650	18,000	10,319
Other	463,562	352,556	761,119
	<u>524,212</u>	<u>370,556</u>	<u>771,438</u>
Fees and Charges			
Governance	-	120,530	-
General purpose funding	115,565	54,500	113,827
Law, order, public safety	65,948	-	58,839
Health	2,738,009	2,732,165	2,676,363
Education and welfare	2,736,232	2,604,858	2,554,158
Housing	-	147,000	-
Community amenities	164,416	198,150	135,945
Recreation and culture	258,818	4,000	244,334
Transport	4,580	63,800	8,673
Economic services	65,388	43,200	60,429
Other property and services	71,574	-	40,208
	<u>6,220,530</u>	<u>5,968,203</u>	<u>5,892,776</u>

There were no changes during the year to the amount of the fees or charges detailed in the original budget.

Interest earnings			
Loans receivable - clubs/institutions	15,846	15,845	-
Reserve accounts interest	143,629	100,000	113,190
Rates instalment and penalty interest (refer (Note 22(c)))	169,697	163,500	166,043
Other interest earnings	189,836	180,000	227,936
	<u>519,008</u>	<u>459,345</u>	<u>507,169</u>

SIGNIFICANT ACCOUNTING POLICIES

Interest earnings

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

Interest earnings (Continued)

Interest income is presented as finance income where it is earned from financial assets that are held for cash management purposes.

TOWN OF BASSENDEAN
 NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
 FOR THE YEAR ENDED 30TH JUNE 2019

2. REVENUE AND EXPENSES (Continued)

(b) Expenses	2019 Actual \$	2019 Budget \$	2018 Actual \$
Auditors remuneration			
- Audit of the Annual Financial Report	40,000	25,000	19,420
- Other Services	3,100	2,000	2,300
Internal Audit Fees, Support and Training	8,600	21,000	30,389
	51,700	48,000	52,109
Interest expenses (finance costs)			
Borrowings (refer Note 13(b))	48,563	49,689	57,423
	48,563	49,689	57,423
Rental charges			
- Operating leases	172,385	172,385	238,187
	172,385	172,385	238,187

TOWN OF BASSENDEAN
 NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
 FOR THE YEAR ENDED 30TH JUNE 2019

3. CASH AND CASH EQUIVALENTS

	NOTE	2019	2018
		\$	\$
Cash at bank and on hand		1,461,479	269,286
Term deposits		6,499,316	2,802,915
Total Cash and Cash Equivalents		7,960,795	3,072,201
Other Financial Assets at amortised cost - Term deposits	7	4,394,507	8,272,026
		12,355,302	11,344,227
Comprises:			
- Unrestricted cash and cash equivalents and other financial assets at amortised cost		3,031,342	3,412,702
- Restricted cash and cash equivalents and other financial assets at amortised cost		9,323,960	7,931,525
		12,355,302	11,344,227
The following restrictions have been imposed by regulations or other externally imposed requirements:			
Reserve accounts			
Employee Entitlements Reserve	4	743,532	1,020,253
Plant and Equipment Reserve	4	396,298	384,098
Waste Management Reserve	4	1,085,370	738,910
Wind in the Willows Childcare Reserve	4	48,206	89,841
Aged Persons Reserve	4	550,966	484,371
Youth Development Reserve	4	29,227	28,328
Community Facilities Reserve	4	53,616	51,966
Underground Power Reserve	4	84,354	81,757
Unspent Grants Reserve	4, 21	1,628,014	454,371
HACC Asset Replacement Reserve	4, 21	122,784	129,113
Bus Shelter Reserve	4	21,300	-
Street Tree Reserve	4	160,660	-
Drainage Infrastructure Reserve	4	144,737	417,421
Land and Building Infrastructure Reserve	4	1,887,948	1,829,829
		6,957,012	5,710,258
Other restricted cash and cash equivalents and other financial assets at amortised cost			
Bonds and Other Deposits	12	2,110,398	1,961,619
Hyde Retirement Village Bonds	12	256,550	259,648
Total restricted cash and cash equivalents and other financial assets at amortised cost		9,323,960	7,931,525

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash

Cash and cash equivalents (Continued)

and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position

TOWN OF BASSENDEAN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019

4. RESERVES - CASH BACKED	2019	2019	2019	2019	2019	2019	2019	2019	2018	2018	2018	2018
	Actual Opening Balance	Actual Transfer to	Actual Transfer (from)	Actual Closing Balance	Budget Opening Balance	Budget Transfer to	Budget Transfer (from)	Budget Closing Balance	Actual Opening Balance	Actual Transfer to	Actual Transfer (from)	Actual Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
(a) Employee Entitlements Reserve	1,020,253	9,368	(286,089)	743,532	1,020,253	20,405	-	1,040,658	1,007,375	12,878	-	1,020,253
(b) Plant and Equipment Reserve	384,098	12,200	-	396,298	384,098	7,682	(65,000)	326,781	379,102	10,996	(6,000)	384,098
(c) Waste Management Reserve	738,910	346,460	-	1,085,370	697,119	213,942	(467,500)	443,561	288,744	450,166	-	738,910
(d) Wind in the Willows Childcare Reserve	89,841	2,739	(44,374)	48,206	79,926	41,599	(45,000)	76,525	53,361	75,604	(39,124)	89,841
(e) Aged Persons Reserve	484,371	75,145	(8,550)	550,966	484,370	9,687	(9,000)	485,057	470,210	14,161	-	484,371
(f) Youth Development Reserve	28,328	899	-	29,227	28,327	567	-	28,894	27,529	799	-	28,328
(g) Community Facilities Reserve	51,966	1,850	-	53,616	51,965	1,040	-	53,005	37,139	14,827	-	51,966
(h) Self Insurance Reserve	-	-	-	-	-	-	-	-	8,198	172	(8,370)	-
(i) Underground Power Reserve	81,757	2,597	-	84,354	81,757	1,635	(33,000)	50,392	79,452	2,305	-	81,757
(j) Drainage Infrastructure Reserve	417,421	13,258	(285,942)	144,737	417,420	8,349	(400,000)	25,769	114,111	303,310	-	417,421
(k) HACC Asset Replacement Reserve	129,113	4,101	(10,430)	122,784	335,113	6,702	(25,000)	316,815	151,861	4,405	(27,153)	129,113
(l) Unspent Grants Reserve	454,371	1,545,751	(372,108)	1,628,014	328,528	50,000	(50,000)	328,528	335,803	384,669	(266,101)	454,371
(m) Bus Shelter Reserve	-	21,300	-	21,300	-	-	-	-	-	-	-	-
(n) Street Tree Reserve	-	160,660	-	160,660	-	-	-	-	-	-	-	-
(o) Cultural Events Reserve	-	-	-	-	-	-	-	-	5,163	108	(5,271)	-
(p) Land and Building Infrastructure Reserve	1,829,829	58,119	-	1,887,948	1,829,829	886,597	(320,000)	2,396,426	1,843,265	53,466	(66,903)	1,829,829
	5,710,258	2,254,247	(1,007,493)	6,957,012	5,738,706	1,248,204	(1,414,500)	5,572,411	4,801,313	1,327,865	(418,922)	5,710,258

All of the reserve accounts are supported by money held in financial institutions and match the amount shown as restricted cash and other financial assets at amortised cost in Note 3 to this financial report.

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

Name of Reserve	Anticipated date of use	Purpose of the reserve
(a) Employee Entitlements Reserve	Ongoing	To provide funds for future payments to staff for employee entitlements.
(b) Plant and Equipment Reserve	Ongoing	To accrue funds for the purpose of replacement of major plant items.
(c) Waste Management Reserve	Ongoing	To accrue funds for the purpose of renewal or upgrade of waste management services.
(d) Wind in the Willows Childcare Reserve	Ongoing	To accrue funds for the purpose of asset improvement in the Centre and to cater for future surplus or deficit from operations.
(e) Aged Persons Reserve	Ongoing	To accrue funds to provide for the operational deficit, refurbishment and capital expenses, for Hyde Retirement Village.
(f) Youth Development Reserve	Ongoing	To provide funds for activities and facilities for the benefit of youth in the Town.
(g) Community Facilities Reserve	Ongoing	To accrue funds for major expenditure in the provision of community facilities and community events.
(h) Self Insurance Reserve	Closed	To accrue funds to provide for legal representation in all matters affecting the Town.
(i) Underground Power Reserve	Ongoing	To accrue funds for engaging consultants to consider the implementation of Underground Power.
(j) Drainage Infrastructure Reserve	Ongoing	To provide for the renewal and upgrade of the drainage network.
(k) HACC Asset Replacement Reserve	Ongoing	To provide funding for support of community care programs for senior and disability services.
(l) Unspent Grants Reserve	Ongoing	To provide for unspent funding received as grant contributions to Works and Services.
(m) Bus Shelter Reserve	Ongoing	To provide funds for the purpose of installation or replacement of bus shelters within the Town.
(n) Street Tree Reserve	Ongoing	To accrue unspent funds from tree planting program for the purpose of planting and maintaining trees.
(o) Cultural Events Reserve	Closed	To provide funds for cultural events and activities for the Town.
(p) Land and Building Infrastructure Reserve	Ongoing	To hold funds accrued as a result of sale of land and buildings and for the provisions of funds for the purchase and development of land and building infrastructure.

5. TRADE RECEIVABLES

Current

Rates receivable
 Sundry receivables
 GST receivable
 Accrued Interest
 LSL Due from other Councils

	2019	2018
	\$	\$
Rates receivable	785,846	782,386
Sundry receivables	86,436	131,908
GST receivable	67,191	122,316
Accrued Interest	2,130	613
LSL Due from other Councils	80,650	65,944
	<u>1,022,253</u>	<u>1,103,167</u>
Non-current		
Pensioner's rates and ESL deferred	325,083	334,587
	<u>325,083</u>	<u>334,587</u>

Non-current

Pensioner's rates and ESL deferred

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables

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

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

Impairment and risk exposure

Information about the impairment of trade receivables and their exposure to credit risk and interest rate risk can be found in Note 24.

Previous accounting policy: Impairment of trade receivables

In the prior year, the impairment of trade receivables was assessed based on the incurred loss model. Individual receivables which were known to be uncollectible were written off by reducing the carrying amount directly. The other receivables were assessed collectively to determine whether there was objective evidence that an impairment had been incurred but not yet identified. For these receivables the estimated impairment losses were recognised in a separate provision for impairment.

Classification and subsequent measurement

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

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

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the carrying value and fair value is considered immaterial.

6. INVENTORIES

Current
 Fuel and materials

	2019	2018
	\$	\$
	17,080	15,018
	17,080	15,018

The following movements in inventories occurred during the year:

Carrying amount at 1 July	15,018	13,333
Inventories expensed during the year	(125,676)	(123,440)
Additions to inventory	127,738	125,125
Carrying amount at 30 June	17,080	15,018

SIGNIFICANT ACCOUNTING POLICIES

General

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

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

Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.

Land held for resale (Continued)

Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Council's intentions to release for sale.

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7. OTHER FINANCIAL ASSETS

	2019	2018
	\$	\$
(a) Current assets		
Other financial assets at amortised cost	4,418,273	8,272,026
Other loans and receivables	-	21,134
	<u>4,418,273</u>	<u>8,293,160</u>
Other financial assets at amortised cost		
- Financial assets at amortised cost - term deposits	4,394,507	8,272,026
- Financial assets at amortised cost - self supporting loans	23,766	-
	<u>4,418,273</u>	<u>8,272,026</u>
Financial assets previously classified as loans and receivables		
- Loans receivable - clubs/institutions	-	21,134
	<u>-</u>	<u>21,134</u>
(b) Non-current assets		
Other financial assets at amortised cost - self supporting loans	205,160	-
Financial assets at fair value through profit and loss	122,620	108,268
Other loans and receivables	-	227,743
	<u>327,780</u>	<u>336,011</u>
Other financial assets at amortised cost		
Other financial assets at amortised cost - self supporting loans	205,160	-
	<u>205,160</u>	<u>-</u>
Financial assets at fair value through profit and loss		
- Units in Local Government House Trust	122,620	108,268
	<u>122,620</u>	<u>108,268</u>
Financial assets previously classified as loans and receivables		
- Loans receivable - clubs/institutions	-	227,743
	<u>-</u>	<u>227,743</u>

SIGNIFICANT ACCOUNTING POLICIES

Other financial assets at amortised cost

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

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

Financial assets at fair value through profit and loss

The Town classifies the following financial assets at fair value through profit and loss:

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income;
- equity investments which the Town has not elected to recognise fair value gains and losses through other comprehensive income.

Impairment and risk

Information regarding impairment and exposure to risk can be found at Note 24.

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Previous accounting policy: available-for-sale financial assets

Available-for-sale financial assets were non-derivative financial assets that were either not suitable to be classified as other categories of financial assets due to their nature, or they are designated as such at management. They comprise investments in the equity of other entities where there is neither a fair value study nor fixed or determinable payments.

Previous accounting policy: Loans and receivables

Non-derivative financial assets with fixed or determinable payments that were not quoted in an active market and are solely payments of principal and interest were classified as loans and receivables and are consequently measured at amortised cost, using the effective interest rate method.

Refer to Note 29 for explanations regarding the change in accounting policy and reclassification of available-for-sale financial assets to financial assets at fair value through profit and loss.

8 (a). PROPERTY, PLANT AND EQUIPMENT

Land and buildings	2019	2018
	\$	\$
Land		
- Independent Valuation 2017 - Level 2	36,357,000	36,357,000
Additions after Valuation - cost	24,646	-
	<u>36,381,646</u>	<u>36,357,000</u>
Total land	<u>36,381,646</u>	<u>36,357,000</u>
Buildings - specialised at:		
- Independent valuation 2017 - Level 3	25,757,805	25,757,805
Additions after Valuation - cost	518,125	387,420
Less: accumulated depreciation	(8,276,412)	(7,784,939)
	<u>17,999,518</u>	<u>18,360,286</u>
Total buildings	<u>17,999,518</u>	<u>18,360,286</u>
Total land and buildings	<u>54,381,164</u>	<u>54,717,286</u>
Plant and equipment at:		
- Independent valuation 2016- Level 2	1,898,330	1,898,330
- Independent valuation 2016- Level 3	714,601	714,601
Additions after Valuation	247,543	231,433
Less: accumulated depreciation	(1,580,331)	(1,528,248)
- Less Disposals after valuation	(232,499)	(200,146)
	<u>1,047,644</u>	<u>1,115,970</u>
Furniture and equipment at:		
- Management valuation 2016 - Level 3	165,239	165,239
Additions after Valuation	281,276	256,598
Less: accumulated depreciation	(157,937)	(121,964)
	<u>288,578</u>	<u>299,873</u>
Artworks		
- Management Valuation 2018 - Level 2	62,620	62,620
	<u>62,620</u>	<u>62,620</u>
Total property, plant and equipment	<u>55,780,006</u>	<u>56,195,749</u>

8. PROPERTY, PLANT AND EQUIPMENT

(b) Movements in Carrying Amounts

Movement in the carrying amounts of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land - freehold land	Total land	Buildings - specialised	Total buildings	Total land and buildings	Furniture and equipment	Plant and equipment	Minor Assets (Artworks)	Total property, plant and equipment
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Balance at 1 July 2017	36,357,000	36,357,000	18,456,760	18,456,760	54,813,760	173,589	1,166,101	62,620	56,216,070
Additions	-	-	387,420	387,420	387,420	152,483	118,693	-	658,596
(Disposals)	-	-	-	-	-	-	(90,853)	-	(90,853)
Depreciation (expense)	-	-	(483,894)	(483,894)	(483,894)	(26,199)	(77,971)	-	(588,064)
Carrying amount at 30 June 2018	36,357,000	36,357,000	18,360,286	18,360,286	54,717,286	299,873	1,115,970	62,620	56,195,749
Additions	24,646	24,646	130,706	130,706	155,352	28,853	16,110	-	200,315
(Disposals)	-	-	-	-	-	-	(5,227)	-	(5,227)
Depreciation (expense)	-	-	(491,474)	(491,474)	(491,474)	(40,148)	(79,209)	-	(610,831)
Carrying amount at 30 June 2019	36,381,646	36,381,646	17,999,518	17,999,518	54,381,164	288,578	1,047,644	62,620	55,780,006

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8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(c) Fair Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
Land and buildings					
Land - freehold land	2	Market approach using recent observable market data for similar items. (Net revaluation method)	Independent Valuation	2017	Price per hectare/market borrowing rate
Buildings - specialised	3	Cost approach using depreciated replacement cost. (Net revaluation method)	Independent Valuation	2017	Construction/Purchase costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Furniture and equipment	3	Cost approach using depreciated replacement cost. (Net revaluation method)	Management Valuation	2016	Construction/Purchase costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Plant and equipment	2 and 3	Market approach using recent observable market data for similar items. (Net revaluation method). Cost approach using depreciated replacement cost. (Net revaluation method)	Independent Valuation	2016	Construction/Purchase costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Minor Assets (Artworks)	2	Market approach using recent observable market data for similar items. (Net revaluation method)	Management Valuation	2018	Comparison with items offered for sale in the open market.

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

There were no transfers between level 2 and 3 during the current and previous year.

During the period there were no changes in the valuation techniques used by the local government to determine the fair value of property, plant and equipment using either level 2 or level 3 inputs.

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9 (a). INFRASTRUCTURE

	2019	2018
	\$	\$
Infrastructure - Roads		
- Independent Valuation 2017 - Level 3	83,500,078	83,500,078
Additions after Valuation	1,099,508	714,384
Less: accumulated depreciation	<u>(18,117,855)</u>	<u>(16,643,548)</u>
	66,481,731	67,570,914
Footpaths		
- Independent Valuation 2017 - Level 3	10,233,801	10,233,801
Additions after Valuation	98,310	57,541
Less: accumulated depreciation	<u>(3,484,861)</u>	<u>(3,242,936)</u>
	6,847,250	7,048,406
Parks & Ovals		
-Independent Valuation - 2018 - Level 3	17,940,621	17,940,621
Additions after Valuation	451,585	-
Less: accumulated depreciation	<u>(6,734,096)</u>	<u>(6,144,686)</u>
	11,658,110	11,795,935
Drainage		
- Independent Valuation 2017 - Level 3	39,635,969	39,635,969
Additions after Valuation	839,331	559,187
Less: accumulated depreciation	<u>(18,065,759)</u>	<u>(17,474,552)</u>
	22,409,541	22,720,604
Total infrastructure	<u>107,396,632</u>	<u>109,135,859</u>

9. INFRASTRUCTURE (CONTINUED)

(b) Movements in Carrying Amounts

Movement in the carrying amounts of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - Roads	Other infrastructure - Footpaths	Other infrastructure - Drainage	Other infrastructure - Parks and Ovals	Total Infrastructure
	\$	\$	\$	\$	\$
Balance at 1 July 2017	68,318,628	7,231,470	22,744,514	7,590,867	105,885,479
Additions	714,384	57,541	559,187	283,409	1,614,522
Revaluation increments / (decrements) transferred to revaluation surplus	-	-	-	4,332,072	4,332,072
Depreciation (expense)	(1,462,098)	(240,605)	(583,097)	(410,413)	(2,696,213)
Carrying amount at 30 June 2018	67,570,914	7,048,406	22,720,604	11,795,935	109,135,859
Additions	385,124	40,767	280,143	451,585	1,157,619
Depreciation (expense)	(1,474,307)	(241,923)	(591,206)	(589,410)	(2,896,846)
Carrying amount at 30 June 2019	66,481,731	6,847,250	22,409,541	11,658,110	107,396,632

TOWN OF BASSENDEAN
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9. INFRASTRUCTURE (Continued)

(c) Fair Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
Infrastructure - Roads	3	Cost approach using depreciated replacement cost. (Gross revaluation method)	Independent Valuation	2017	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Other infrastructure - Footpaths	3	Cost approach using depreciated replacement cost. (Gross revaluation method)	Independent Valuation	2017	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Other infrastructure - Drainage	3	Cost approach using depreciated replacement cost. (Gross revaluation method)	Independent Valuation	2017	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.
Other infrastructure - Parks and Ovals	3	Cost approach using depreciated replacement cost. (Gross revaluation method)	Independent Valuation	2018	Construction costs and current condition (Level 2), residual values and remaining useful life assessments (Level 3) inputs.

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used to determine the fair value of infrastructure using level 3 inputs.

10. PROPERTY, PLANT AND EQUIPMENT (INCLUDING INFRASTRUCTURE)

SIGNIFICANT ACCOUNTING POLICIES

Fixed assets

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

Initial recognition and measurement between mandatory revaluation dates

All assets are initially recognised at cost where the fair value of the asset at date of acquisition is equal to or above \$5,000. All assets are subsequently revalued in accordance with the mandatory measurement framework.

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Town includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Individual assets acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework, are recognised at cost and disclosed as being at fair value as management believes cost approximates fair value. They are subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework.

Change in accounting policy - asset capitalisation threshold

In accordance with the amendment to the *Local Government (Financial Management) Regulation 1996*, the Town is required to capitalise assets in excess of \$5,000 only. The Town made a retrospective assessment in respect of previously capitalised assets costing less than \$5,000 at the date of acquisition. Based on the assessment performed, the Town recognised a loss on disposal of assets with a total written down value of \$5,227. This was reflected in the Statement of Comprehensive Income for year given that the amount was considered immaterial to restate the retained surplus as at 1 July 2018.

Revaluation

The fair value of fixed assets is determined at least every three years and no more than five years in accordance with the regulatory framework. At the end of each period the valuation is reviewed and where appropriate the fair value is updated to reflect current market conditions. This process is considered to be in accordance with *Local Government (Financial Management) Regulation 17A (2)* which requires property, plant and equipment to be shown at fair value.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

AUSTRALIAN ACCOUNTING STANDARDS - INCONSISTENCY

Land under control

In accordance with *Local Government (Financial Management) Regulation 16(a)(i)*, the Town was required to include as an asset (by 30 June 2013), Crown Land operated by the local government as a golf course, showground, racecourse or other sporting or recreational facility of State or Regional significance.

Upon initial recognition, these assets were recorded at cost in accordance with AASB 116. They were then classified as Land and revalued along with other land in accordance with the other policies detailed in this Note.

Land under roads

In Western Australia, all land under roads is Crown Land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in *Australian Accounting Standard AASB 1051 Land Under Roads* and the fact *Local Government (Financial Management) Regulation 16(a)(i)* prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, *Local Government (Financial Management) Regulation 16(a)(i)* prohibits local governments from recognising such land as an asset.

Whilst such treatment is inconsistent with the requirements of AASB 1051, *Local Government (Financial Management) Regulation 4(2)* provides, in the event of such an inconsistency, the *Local Government (Financial Management) Regulations* prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Town.

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10. PROPERTY, PLANT AND EQUIPMENT (INCLUDING INFRASTRUCTURE) (Continued)

(a) Disposals of Assets

	2019 Actual Net Book Value	2019 Actual Sale Proceeds	2019 Actual Profit	2019 Actual Loss	2019 Budget Net Book Value	2019 Budget Sale Proceeds	2019 Budget Profit	2019 Budget Loss	2018 Actual Net Book Value	2018 Actual Sale Proceeds	2018 Actual Profit	2018 Actual Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Land - freehold land	-	-	-	-	805,000	850,000	70,000	(25,000)	-	-	-	-
Plant and equipment	5,227	-	-	(5,227)	81,034	47,300	852	(34,586)	90,853	35,036	3,773	(59,590)
	5,227	-	-	(5,227)	886,034	897,300	70,852	(59,586)	90,853	35,036	3,773	(59,590)

10. PROPERTY, PLANT AND EQUIPMENT (INCLUDING INFRASTRUCTURE) (Continued)

(b) Depreciation	2019	2019	2018
	Actual	Budget	Actual
	\$	\$	\$
Buildings - specialised	491,474	491,322	483,894
Furniture and equipment	40,148	28,000	26,199
Plant and equipment	79,209	80,000	77,971
Infrastructure - Roads	1,474,307	1,475,111	1,462,098
Other infrastructure - Footpaths	241,923	241,935	240,605
Other infrastructure - Drainage	591,206	585,000	583,097
Other infrastructure - Parks and Oval	589,410	415,000	410,413
	3,507,677	3,316,368	3,284,278

SIGNIFICANT ACCOUNTING POLICIES

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land and vested land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount, if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Buildings	20 to 150 years
Furniture and equipment	4 to 10 years
Plant and equipment	5 to 15 years
Infrastructure - Roads Componentised	18 to 120 Years
Infrastructure - Parks Plant & Equipment	3 to 80 years
Infrastructure - Footpaths Componentised	10 to 50 years
Infrastructure - Drainage Componentised	10 to 120 years

Depreciation (Continued)

When an item of property, plant and equipment is revalued, any accumulated depreciation at the date of the revaluation is treated in one of the following ways:

- (a) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and the carrying amount of the asset after taking into account accumulated impairment losses; or
- (b) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

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11. REVALUATION SURPLUS

	2019 Opening Balance	2019 Revaluation Increment	2019 Revaluation (Decrement)	Total Movement on Revaluation	2019 Closing Balance	2018 Opening Balance	2018 Revaluation Increment	Total Movement on Revaluation	2018 Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Revaluation surplus - Land - freehold land	41,252,189	-	-	-	41,252,189	41,252,189	-	-	41,252,189
Revaluation surplus - Buildings - non-specialised	12,637,520	-	-	-	12,637,520	12,637,520	-	-	12,637,520
Revaluation surplus - Plant and equipment	732,285	-	-	-	732,285	732,285	-	-	732,285
Revaluation surplus - Other property, plant and equipment [describe]	56,792	-	-	-	56,792	56,792	-	-	56,792
Revaluation surplus - Infrastructure - roads	57,996,640	-	-	-	57,996,640	57,996,640	-	-	57,996,640
Revaluation surplus - Other infrastructure Footpaths	4,698,372	-	-	-	4,698,372	4,698,372	-	-	4,698,372
Revaluation surplus - Other infrastructure Drainage	17,762,118	-	-	-	17,762,118	17,762,118	-	-	17,762,118
Revaluation surplus - Other infrastructure Parks	5,881,532	-	-	-	5,881,532	1,549,460	4,332,072	4,332,072	5,881,532
Revaluation surplus/deficit EMRC	1,864,309	-	(1,339)	(1,339)	1,862,970	1,877,820	(13,511)	(13,511)	1,864,309
	142,881,757	-	(1,339)	(1,339)	142,880,418	138,563,196	4,318,561	4,318,561	142,881,757

Movements on revaluation of property, plant and equipment (including infrastructure) are not able to be reliably attributed to a program as the assets were revalued by class as provided for by AASB 116 Aus 40.1.

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12. TRADE AND OTHER PAYABLES

Current

Sundry creditors
 Accrued Employee Costs
 Accrued interest on long term borrowings
 Bonds and Other Deposits
 Hyde Retirement Village Bonds

	2019	2018
	\$	\$
	691,773	1,244,201
	268,160	130,907
	4,005	4,793
	2,110,398	1,961,619
	256,550	259,648
	<u>3,330,886</u>	<u>3,601,168</u>

SIGNIFICANT ACCOUNTING POLICIES

Trade and other payables:

Trade and other payables represent liabilities for goods and services provided to the Town prior to the end of the financial year that are unpaid and arise when the Town becomes obliged to make future payments in respect

Trade and other payables (Continued)

of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

TOWN OF BASSENDEAN
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FOR THE YEAR ENDED 30TH JUNE 2019

13. INFORMATION ON BORROWINGS

(a) Borrowings	2019	2018
	\$	\$
Current	130,368	132,880
Non-current	549,315	878,500
	<u>679,683</u>	<u>811,380</u>

(b) Repayments - Borrowings

Particulars	Loan Number	Institution	Interest Rate	Actual	30 June 2019	30 June 2019	30 June 2019	Budget	30 June 2019	30 June 2019	30 June 2019	Actual	30 June 2018	30 June 2018	30 June 2018
				Principal	Actual	Actual	Budget	Actual	Budget	Principal	Actual	Actual	Actual	Principal	Principal
				1 July 2018	Principal repayments	Interest repayments	Principal outstanding	1 July 2018	Principal repayments	Interest repayments	Principal outstanding	1 July 2017	Principal repayments	Interest repayments	Principal outstanding
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and culture															
Civic Centre Redevelopment	156	WATC	8.07%	85,549	47,416	4,788	38,133	85,549	47,416	5,425	38,133	129,324	43,775	10,273	85,549
Civic Centre Redevelopment	160A	WATC	6.41%	339,375	47,965	20,270	291,410	339,375	47,965	20,441	291,410	384,385	45,010	22,983	339,375
Civic Centre Redevelopment	160B	WATC	5.92%	137,579	16,365	7,610	121,214	137,579	16,365	7,766	121,214	153,009	15,430	6,912	137,579
				<u>562,503</u>	<u>111,746</u>	<u>32,668</u>	<u>450,757</u>	<u>562,503</u>	<u>111,746</u>	<u>33,652</u>	<u>450,757</u>	<u>666,718</u>	<u>104,215</u>	<u>40,168</u>	<u>562,503</u>
Self Supporting Loans															
Governance															
Ashfield Soccer Club	157	WATC	6.80%	14,842	3,434	878	11,408	14,842	4,617	880	10,225	19,158	4,316	3,294	14,842
TADWA	162	WATC	6.65%	234,035	16,517	15,017	217,518	234,035	16,517	15,157	217,518	249,497	15,462	13,961	234,035
				<u>248,877</u>	<u>19,951</u>	<u>15,895</u>	<u>228,926</u>	<u>248,877</u>	<u>21,134</u>	<u>16,037</u>	<u>227,743</u>	<u>268,655</u>	<u>19,778</u>	<u>17,255</u>	<u>248,877</u>
				<u>811,380</u>	<u>131,697</u>	<u>48,563</u>	<u>679,683</u>	<u>811,380</u>	<u>132,880</u>	<u>49,689</u>	<u>678,500</u>	<u>935,373</u>	<u>123,993</u>	<u>57,423</u>	<u>811,380</u>

* WA Treasury Corporation

Self supporting loans are financed by payments from third parties. These are shown in Note 7 as other financial assets at amortised cost. All other loan repayments were financed by general purpose revenue.

TOWN OF BASSENDEAN
 NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
 FOR THE YEAR ENDED 30TH JUNE 2019

13. INFORMATION ON BORROWINGS (Continued)

	2019	2018
(c) Undrawn Borrowing Facilities	\$	\$
Credit Standby Arrangements		
Bank overdraft limit	100,000	100,000
Credit card limit	150,000	150,000
Credit card balance at balance date	(22,470)	(24,931)
Total amount of credit unused	227,530	225,069
Loan facilities		
Loan facilities - current	130,368	132,880
Loan facilities - non-current	549,315	678,500
Total facilities in use at balance date	679,683	811,380

SIGNIFICANT ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are recognised at fair value when the Town becomes a party to the contractual provisions to the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Borrowing costs

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

Risk

Information regarding exposure to risk can be found at Note 24.

TOWN OF BASSENDEAN
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14. EMPLOYEE RELATED PROVISIONS

Employee Related Provisions	Provision for	Provision for	On-Costs		Total
	Annual Leave	Long Service Leave	On-Costs Annual Leave	On-Costs Long Service Leave	
	\$	\$	\$	\$	\$
Opening balance at 1 July 2017					
Current provisions	833,747	1,034,018	108,340	134,364	2,110,469
Non-current provisions	-	178,623	-	23,211	201,834
	<u>833,747</u>	<u>1,212,641</u>	<u>108,340</u>	<u>157,575</u>	<u>2,312,303</u>
Additional provision	674,949	407,612	89,396	30,009	1,201,965
Amounts used	(633,696)	(133,797)	(82,345)	(17,386)	(867,224)
Increase in the discounted amount arising because of time and the effect of any change in the discounted rate	13,011	1,947	-	-	14,958
Balance at 30 June 2018	<u>888,011</u>	<u>1,309,780</u>	<u>115,391</u>	<u>170,197</u>	<u>2,483,379</u>
Comprises					
Current	888,011	1,103,124	115,391	143,344	2,249,870
Non-current	-	206,655	-	26,854	233,509
Balance as at 30 June 2018	<u>888,011</u>	<u>1,309,780</u>	<u>115,391</u>	<u>170,197</u>	<u>2,483,379</u>
Opening balance at 1 July 2018					
Current provisions	888,011	1,103,124	115,391	143,344	2,249,870
Non-current provisions	-	206,655	-	26,854	233,509
	<u>888,011</u>	<u>1,309,780</u>	<u>115,391</u>	<u>170,197</u>	<u>2,483,379</u>
Additional provision	709,760	242,652	102,787	44,042	1,099,241
Amounts used	(686,058)	(217,459)	(93,553)	(29,654)	(1,026,724)
Increase in the discounted amount arising because of time and the effect of any change in the discounted rate	2,204	18,661	0	0	20,865
Balance at 30 June 2019	<u>913,917</u>	<u>1,353,633</u>	<u>124,625</u>	<u>184,586</u>	<u>2,576,761</u>
Comprises					
Current	913,917	1,213,802	124,625	165,580	2,417,924
Non-current	-	139,830	0	19,007	158,837
	<u>913,917</u>	<u>1,353,633</u>	<u>124,625</u>	<u>184,586</u>	<u>2,576,761</u>

Annual Leave Liabilities:

Classified as current as there is no unconditional right to defer settlement for at least 12 months after the end of the reporting period.

Assessments indicate that actual settlement of the liabilities is expected to occur as follows:

	2019	2018
	\$	\$
Within 12 months of the end of the reporting period	680,334	661,342
More than 12 months after the end of the reporting period	233,583	226,669
	<u>913,917</u>	<u>888,011</u>

The provision for annual leave is calculated at the present value of expected payments to be made in relation to services provided by employees up to the reporting date.

Long Service Leave Liabilities:

Unconditional long service leave provisions are classified as current liabilities as the agency does not have an unconditional right to defer settlement of the liability for at least 12 months after the end of the reporting period. Preconditional and conditional long service leave provisions are classified as non-current liabilities because the agency has an unconditional right to defer the settlement of the liability until the employee has completed the requisite years of service. Assessments indicate that actual settlement of the liabilities is expected to occur as follows:

	2019	2018
	\$	\$
Within 12 months of the end of the reporting period	1,213,802	1,103,124
More than 12 months after the end of the reporting period	139,830	206,655
	<u>1,353,633</u>	<u>1,309,780</u>

The provision for long service leave are calculated at present value as the agency does not expect to wholly settle the amounts within 12 months. The present value is measured taking into account the present value of expected future payments to be made in relation to services provided by employees up to the reporting date. These payments are estimated using the remuneration rate expected to apply at the time of settlement, and discounted using market yields at the end of the reporting period on national government bonds with terms to maturity that match, as closely as possible, the estimated future cash outflows.

**TOWN OF BASSENDEAN
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019**

**NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30TH JUNE 2019**

14 PROVISIONS (Continued)

Employment On-cost Provision

The settlement of annual leave and long service leave liabilities give rise to the payment of employment on-costs including workers compensation insurance. The provision is the present value of expected future payments.

Employment on-costs, including workers' compensation insurance, are not employee benefits and are recognised separately as liabilities and expenses when the employment to which they relate has occurred. Employment on-costs are included as part of "Employee Costs" in the Statement of Comprehensive Income. The related liability is included in Employee Costs provision.

Timing of the payment of current leave liabilities is difficult to determine as it is dependent on future decisions of employees. Expected settlement timings are based on information obtained from employees and historical leave trends and assumes no events will occur to impact on these historical trends.

SIGNIFICANT ACCOUNTING POLICIES

Employee benefits

Short-term employee benefits

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

The Town's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position.

Other long-term employee benefits

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

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures (etc.) are discounted at

Other long-term employee benefits (Continued)

rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Town's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Town does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Provisions

Provisions are recognised when the Town has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

15. NOTES TO THE STATEMENT OF CASH FLOWS

Reconciliation of Cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to the related items in the Statement of Financial Position as follows:

	2019 Actual	2019 Budget	2018 Actual
	\$	\$	\$
Cash and cash equivalents	7,960,795	9,911,585	3,072,201
Reconciliation of Net Cash Provided By Operating Activities to Net Result			
Net result	(496,669)	(901,461)	45,102
Non-cash flows in Net result:			
Depreciation	3,507,677	3,316,368	3,284,278
(Profit)/loss on sale of asset	5,227	(11,266)	55,817
Increase in Interest in Associate	(432,583)	-	(428,333)
Decrease (Increase) in Investment in Local Government House Trust	(14,352)	-	64
Changes in assets and liabilities:			
(Increase)/decrease in receivables	90,418	-	(159,978)
(Increase)/decrease in other assets	-	(29,866)	-
(Increase)/decrease in inventories	(2,062)	-	(1,685)
Increase/(decrease) in payables	(270,282)	224,749	(3,584)
Increase/(decrease) in provisions	93,382	20,405	171,076
Grants contributions for the development of assets	(1,477,679)	(2,382,964)	(661,225)
Net cash from operating activities	1,003,077	235,966	2,301,533

16. TOTAL ASSETS CLASSIFIED BY FUNCTION AND ACTIVITY

	2019	2018
	\$	\$
Governance	4,078,612	2,050,278
Law, order, public safety	141,421	142,763
Health	195,476	106,471
Education and welfare	4,098,586	2,739,653
Community amenities	44,780,378	33,101,286
Recreation and culture	23,559,548	23,496,073
Transport	97,549,319	97,590,992
Economic services	920,000	920,000
Other property and services	1,500,900	1,516,090
Unallocated	8,809,743	24,776,982
	<u>185,633,983</u>	<u>186,440,588</u>

17. CONTINGENT LIABILITIES

The Town has an unresolved contract dispute with a supplier which results in a contingent liability of approximately \$120,000 .

18. LEASING COMMITMENTS

(a) Operating Lease Commitments

Non-cancellable operating leases contracted for but not capitalised in the accounts.

Payable:

- not later than one year
- later than one year but not later than five years

	2019	2018
	\$	\$
	174,778	172,386
	210,627	136,731
	<u>385,405</u>	<u>309,117</u>

SIGNIFICANT ACCOUNTING POLICIES

Leases

Leases of fixed assets where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the Town, are classified as finance leases.

Finance leases are capitalised recording an asset and a liability at the lower of the fair value of the leased property or the present value of the minimum lease payments, including any guaranteed residual values. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Leases (Continued)

Leased assets are depreciated on a straight line basis over the shorter of their estimated useful lives or the lease term.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses on a straight line basis over the lease term.

Lease incentives under operating leases are recognised as a liability and amortised on a straight line basis over the life of the lease term.

19. RELATED PARTY TRANSACTIONS

Elected Members Remuneration

The following fees, expenses and allowances were paid to council members and/or the President.	2019	2019	2018
	Actual	Budget	Actual
	\$	\$	\$
Meeting Fees	121,000	121,000	116,000
Mayor's allowance	36,000	36,000	36,000
Deputy Mayor's allowance	9,000	9,000	9,000
Conference and other expenses	13,724	28,000	17,634
Communications allowance	24,500	24,500	23,406
	<u>204,224</u>	<u>218,500</u>	<u>202,040</u>

Key Management Personnel (KMP) Compensation Disclosure

The total remuneration of KMP of the Town during the year are as follows:	2019	2018
	Actual	Actual
	\$	\$
Short-term employee benefits	915,327	964,082
Post-employment benefits	106,707	105,618
Other long-term benefits	26,314	14,468
Termination benefits	<u>127,505</u>	<u>-</u>
	<u>1,175,853</u>	<u>1,084,168</u>

Short-term employee benefits

These amounts include all salary, fringe benefits and cash bonuses awarded to KMP except for details in respect to fees and benefits paid to elected members which may be found above.

Post-employment benefits

These amounts are the current-year's estimated cost of providing for the Town's superannuation contributions made during the year.

Other long-term benefits

These amounts represent annual and long service leave benefits accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP (Note: may or may not be applicable in any given year).

Transactions with related parties

There were no Transactions between related parties during the 2018/2019 financial year.

Transactions between related parties and the Town are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

No outstanding balances or provisions for doubtful debts or guaranties exist in relation to related parties at year end.

19. RELATED PARTY TRANSACTIONS (Continued)

Related Parties

A *related party* is any person or entity that is related to the entity that is preparing its financial statements (referred to in the standard as the 'reporting entity'). Related parties include Council's key management personnel (KMP), their close family members, and any entities that they or any of their close family members control or jointly control.

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any elected member, are considered key management personnel.

ii. Other Related Parties

The associate person of KMP was employed by the Town under normal employment terms and conditions.

iii. Entities subject to significant influence by the Town

An entity that has the power to participate in the financial and operating policy decisions of an entity, but does not have control over those policies, is an entity which holds significant influence. Significant influence may be gained by share ownership, statute or agreement.

20. INTEREST IN ASSOCIATE

(a) Carrying amount of Interest in Associate

The Council is a member of the Eastern Metropolitan Regional Council. EMRC was established in accordance with the *Local Government Act 1995* and consists of six local governments, namely, Town of Bassendean, City of Bayswater, City of Belmont, Shire of Kalamunda, Shire of Mundaring, and City of Swan. The Town's interest in the associate calculated by EMRC as at 30 June 2019 was 4.29%, representing its share of the net assets of \$8,386,081. Bassendean's interest in the assets and liabilities of the EMRC is as follows:

Summarised Financials of Associate's Assets and Liabilities	2019	2018
Assets		
Current	107,716,368	100,898,164
Non-Current	99,466,539	95,174,159
Total assets	207,182,907	196,072,323
Liabilities		
Current	7,175,888	5,146,182
Non-Current	4,493,417	3,658,262
Total liabilities	11,669,305	8,804,444
Net Assets	195,513,602	187,267,879
Share of Eastern Metropolitan Regional Council's Net Assets	8,386,081	7,954,836
Carrying amount at 1 July 2018	7,954,836	7,538,343
Increase in Interest in Associate	431,245	416,493
Council's Equity Share in the Associate Equity at 30 June 2019	8,386,081	7,954,836
Summarised Financials of Associate's Total Comprehensive Income		
Revenue	42,510,894	39,351,664
Expenses	(34,265,171)	(28,107,772)
Net Result	8,245,723	11,243,892
Other Comprehensive Income	-	(341,649)
Total Comprehensive Income	8,245,723	10,902,243
Council's Share of Profit/(Loss)	432,583	430,004
Council's Share of Other Comprehensive Income*	(1,339)	(13,511)
Council's Share of Total Comprehensive Income	431,244	416,493

* Additional Other Comprehensive Income not previously recognised. This is due to restatement of Associate's 2017/2018 Other Comprehensive Income.

SIGNIFICANT ACCOUNTING POLICIES

Interests in equity- accounted investments

An associate is an entity over which the Town has significant influence but is not control or joint control over the financial and operating policies. A joint venture is an arrangement in which the Town has joint control, whereby the Town has rights to the net assets of the arrangement, rather than rights to its assets and obligations for liabilities

Interests in equity- accounted investments (Continued)

Interest in associates and joint ventures are accounted for using the equity method. They are initially recognised at cost, which includes transaction costs. Subsequent to initial recognition, the financial statements include the Town's share of the profit or loss and OCI of equity accounted investees, until the date on which significant influence or joint control ceases

TOWN OF BASSENDEAN
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21. CONDITIONS OVER GRANTS/CONTRIBUTIONS

Grant/Contribution	Opening	Received (2)	Expended (3)	Closing	Received (2)	Expended (3)	Closing	
	Balance (1)			Balance (1)			Balance	
	1/07/17	20/17/18	2017/18	30/06/18	2018/19	2018/19	30/06/19	
	\$	\$	\$	\$	\$	\$	\$	
Law, order, public safety								
SES Funding	20,405	11,712	-	32,117	4,821	(36,938)	-	
Health								
Waste Grant	-	-	-	-	93,000	-	93,000	
Education and welfare								
HACC - Restricted Asset Replacement Funds	151,861	4,405	(27,153)	129,113	4,100	(10,430)	122,783	
HACC - Non-Recurrent Funding	9,333	30,000	(9,317)	30,016	-	(30,016)	-	
CACP Program	26,626	-	-	26,626	-	-	26,626	
HCP Program	13,020	744,776	(468,933)	288,863	399,570	(288,000)	400,433	
Ryde Program	-	3,614	-	3,614	-	-	3,614	
Long Day Care Training	8,356	-	(8,356)	-	-	-	-	
Community amenities								
Swan River Trust - Precinct Plan SRT_3634	1,560	-	-	1,560	-	-	1,560	
Recyclable Bags	1,200	-	(1,200)	-	-	-	-	
Recreation and culture								
Naidoc Day	10,000	10,000	(10,000)	10,000	10,000	(10,000)	10,000	
Broadband for Seniors	1,100	-	-	1,100	-	-	1,100	
Anzac Tce Drainage and Foreshore	40,300	-	(33,325)	6,975	-	(6,975)	-	
CCTV Grant	89,682	-	(89,682)	-	-	-	-	
Naidoc Day	5,000	5,000	(5,000)	5,000	5,000	(5,000)	5,000	
Swan Districts Business Case	-	25,000	-	25,000	-	-	25,000	
Swan Districts Business Case*	-	20,000	-	20,000	-	-	20,000	
Reconciliation Action Plan	5,000	-	(5,000)	-	-	-	-	
Naidoc Day	2,727	-	(2,727)	-	-	-	-	
Mens Shed	-	-	-	-	18,181	-	18,181	
Transport								
Whitfield Bike Boulevarde	-	-	-	-	1,020,000	-	1,020,000	
Other property and services								
LGIS - Building Damage	101,494	3,500	(101,494)	3,500	-	-	3,500	
Total	487,664	858,007	(762,187)	583,484	1,554,672	(387,359)	1,750,797	
Held in Unspent Grants Reserve	4	335,803	853,602	(735,034)	454,371	1,550,572	(376,929)	1,628,014
Held in HACC Asset Replacement Reserve	4	151,861	4,405	(27,153)	129,113	4,100	(10,430)	122,783
		487,664	858,007	(762,187)	583,484	1,554,672	(387,359)	1,750,797

Notes:

- (1) - Grants/contributions recognised as revenue in a previous reporting period which were not expended at the close of the previous reporting period
- (2) - New grants/contributions which were recognised as revenues during the reporting period and which had not yet been fully expended in the manner specified by the contributor
- (3) - Grants/contributions which had been recognised as revenues in a previous reporting period or received in this current reporting period and which were expended in the current reporting period in the manner specified by the contributor

TOWN OF BASSENDEAN
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 FOR THE YEAR ENDED 30TH JUNE 2019

22. RATING INFORMATION

(a) Rates

RATE TYPE	Rate in \$	Number of Properties	2018/19	2018/19	2018/19	2018/19	2018/19	2018/19	2018/19	2018/19	2018/19	2017/18
			Actual Rateable Value \$	Actual Rate Revenue \$	Actual Interim Rates \$	Actual Back Rates \$	Actual Total Revenue \$	Budget Rate Revenue \$	Budget Interim Rate \$	Budget Back Rate \$	Budget Total Revenue \$	Actual Total Revenue \$
Differential general rate / general rate												
Gross rental valuations												
Residential	7.2300	4,581	161,158,994	11,651,795	13,950	3,398	11,669,143	11,651,795	75,000	3,000	11,729,795	11,430,287
Sub-Total		4,581	161,158,994	11,651,795	13,950	3,398	11,669,143	11,651,795	75,000	3,000	11,729,795	11,430,287
Minimum payment	\$											
Gross rental valuations												
Residential	1.095	1,318	18,297,341	1,443,210	-	-	1,443,210	1,443,210	-	-	1,443,210	1,483,195
Sub-Total		1,318	18,297,341	1,443,210	-	-	1,443,210	1,443,210	-	-	1,443,210	1,483,195
		5,899	179,456,335	13,095,005	13,950	3,398	13,112,353	13,095,005	75,000	3,000	13,173,005	12,913,482
Total amount raised from general rate							13,112,353				13,173,005	12,913,482
Rates paid in advance							13,537				-	270,701
Totals							13,125,890				13,173,005	13,184,183

SIGNIFICANT ACCOUNTING POLICIES

Rates

Control over assets acquired from rates is obtained at the commencement of the rating period or where earlier, upon receipt of the rates.

22. RATING INFORMATION (Continued)

(b) Discounts, Incentives, Concessions, & Write-offs

Rates Discounts

Rate or Fee Discount Granted	Discount	2019 Actual	2019 Budget	2018 Actual	Circumstances in which Discount is Granted
	%	\$	\$	\$	
Early Payment Incentive	nil	-	-	5,000	Payment of Rates in full by due date to access prize draw.
		-	-	5,000	

Waivers or Concessions

Rate or Fee and Charge to which the Waiver or Concession is Granted	Type	Discount	2019 Actual	2019 Budget	2018 Actual
		%	\$	\$	\$
Westcare Inc	Concession	50%	6,242	6,000	6,186
			6,242	6,000	6,186

22. RATING INFORMATION (Continued)

(c) Interest Charges & Instalments

Instalment Options	Date Due	Instalment Plan Admin Charge \$	Instalment Plan Interest Rate %	Unpaid Rates Interest Rate %
Option One	14/9/2018	0	5.50%	10.00%
Option Two	14/9/2018	0	0.00%	10.00%
	18/1/2019	12	5.50%	10.00%
Option Three	14/9/2018	0	0.00%	10.00%
	16/11/2018	12	5.50%	10.00%
	18/1/2019	12	5.50%	10.00%
	22/3/2019	12	5.50%	10.00%

	2019 Actual \$	2019 Budget \$	2018 Actual \$
Interest on unpaid rates	161,195	156,000	158,592
Interest on Pensioner Deferred Rates	8,502	7,500	7,451
Charges on instalment plan	67,212	69,000	67,032
	<u>236,909</u>	<u>232,500</u>	<u>233,075</u>

23. RATE SETTING STATEMENT INFORMATION

Note	2018/19	2018/19	2018/19
	(30 June 2019 Carried Forward)	Budget (30 June 2019 Carried Forward)	(1 July 2018 Brought Forward)
	\$	\$	\$
(a) Non-cash amounts excluded from operating activities			
<p>The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with Financial Management Regulation 32.</p>			
Adjustments to operating activities			
Less: Profit on asset disposals	10(a)	(70,852)	(3,773)
Adjustments for Increase/ (decrease) in Local Government House Trust		(14,353)	-
Movement in pensioner deferred rates (non-current)		9,504	(11,579)
Movement in employee benefit provisions (non-current)		(74,672)	31,675
Movement in Employee Entitlement Reserve		(276,721)	10,405
Add: Loss on disposal of assets	10(a)	5,227	59,586
Add: Depreciation on assets	10(b)	3,507,677	3,316,368
Non cash amounts excluded from operating activities		3,156,662	3,373,069
(b) Surplus/(deficit) after imposition of general rates			
<p>The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement in accordance with Financial Management Regulation 32 to agree to the surplus/(deficit) after imposition of general rates.</p>			
Adjustments to net current assets			
Less: Reserves - restricted cash	4	(6,957,012)	(5,710,258)
Less: - Financial assets at amortised cost - self supporting loans	7(a)	(23,766)	(21,134)
Add: Borrowings	13(a)	130,368	132,880
Total adjustments to net current assets		(6,850,410)	(5,598,512)
Net current assets used in the Rate Setting Statement			
Total current assets		13,418,401	11,103,572
Less: Total current liabilities		(5,879,178)	(5,983,918)
Unadjusted net current assets		7,539,223	6,499,628
Less: Total adjustments to net current assets		(6,850,410)	(5,598,512)
Add : Liabilities funded by Cash Backed Reserve	4	743,532	1,040,658
Net current assets used in the Rate Setting Statement		1,432,345	1,921,369

24. FINANCIAL RISK MANAGEMENT

This note explains the Town's exposure to financial risks and how these risks could affect the Town's future financial performance.

Risk	Exposure arising from	Measurement	Management
Market risk - interest rate	Cash and cash equivalents, financial assets at amortised cost, and long term borrowings at variable rates	Sensitivity analysis	Utilise fixed interest rate borrowings and term deposits
Credit risk	Cash and cash equivalents, trade receivables, financial assets and debt investments	Aging analysis Credit analysis	Diversification of bank deposits, credit limits. Investment policy
Liquidity risk	Borrowings and other liabilities	Rolling cash flow forecasts	Availability of committed credit lines and borrowing facilities

The Town does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by the finance area under policies approved by the Council. The finance area identifies, evaluates and manages financial risks in close co-operation with the operating divisions. Council have approved the overall risk management policy and provide policies on specific areas such as investment policy.

(a) Interest rate risk

Cash and cash equivalents

The Town's main interest rate risk arises from cash and cash equivalents with variable interest rates, which exposes the Town to cash flow interest rate risk. Short term overdraft facilities also have variable interest rates however these are repaid within 12 months, reducing the risk level to minimal.

Excess cash and cash equivalents are invested in fixed interest rate term deposits which do not expose the Town to cash flow interest rate risk. Cash and cash equivalents required for working capital are held in variable interest rate accounts and non-interest bearing accounts. Carrying amounts of cash and cash equivalents at the 30 June and the weighted average interest rate across all cash and cash equivalents and term deposits held disclosed as financial assets at amortised cost are reflected in the table below.

	Weighted Average Interest Rate	Carrying Amounts	Fixed Interest Rate	Variable Interest Rate	Non Interest Bearing
	%	\$	\$	\$	\$
2019					
Cash and cash equivalents	1.25%	7,960,795	-	7,960,795	-
Financial assets at amortised cost - term deposits	1.95%	4,394,507	4,394,507	-	-
2018					
Cash and cash equivalents	1.50%	3,072,201	-	3,072,201	-
Financial assets at amortised cost	2.76%	8,272,026	8,272,026	-	-

Sensitivity

Profit or loss is sensitive to higher/lower interest income from cash and cash equivalents as a result of changes in interest rates.

	2019	2018
	\$	\$
Impact of a 1% movement in interest rates on profit and loss and equity*	79,608	30,722

* Holding all other variables constant

Borrowings

Borrowings are subject to interest rate risk - the risk that movements in interest rates could adversely affect funding costs.

The Town manages this risk by borrowing long term and fixing the interest rate to the situation considered the most advantageous at the time of negotiation. The Town does not consider there to be any interest rate risk in relation to borrowings.

Details of interest rates applicable to each borrowing may be found at Note 13(b).

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24. FINANCIAL RISK MANAGEMENT (Continued)

(b) Credit risk

Trade Receivables

The Town's major receivables comprise rates annual charges and user fees and charges. The major risk associated with these receivables is credit risk – the risk that the debts may not be repaid. The Town manages this risk by monitoring outstanding debt and employing debt recovery policies. It also encourages ratepayers to pay rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of the Town to recover these debts as a secured charge over the land, that is, the land can be sold to recover the debt. The Town is also able to charge interest on overdue rates and annual charges at higher than market rates, which further encourages payment.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

The Town applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

The expected loss rates are based on the payment profiles of rates and fees and charges over a period of 36 months before 1 July 2018 or 1 July 2019 respectively and the corresponding historical losses experienced within this period. Historical credit loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors such as the ability of ratepayers and residents to settle the receivables. Housing prices and unemployment rates have been identified as the most relevant factor in repayment rates, and accordingly adjustments are made to the expected credit loss rate based on these factors. There are no material receivables that have been subject to a re-negotiation of repayment terms.

The loss allowance as at 30 June 2019 and 1 July 2018 (on adoption of AASB 9) was determined as follows for rates receivable. No expected credit loss was forecast on 1 July 2018 or 30 June 2019 for rates receivable as penalty interest applies to unpaid rates and properties associated with unpaid rates may be disposed of to recover unpaid rates.

	Current	More than 1 year past due	More than 2 years past due	More than 3 years past due	Total
30 June 2019					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	785,846	325,083	-	-	1,110,929
Loss allowance	-	-	-	-	-
01 July 2018					
Rates receivable					
Expected credit loss	0.00%	0.00%	0.00%	0.00%	
Gross carrying amount	782,386	334,587	-	-	1,116,973
Loss allowance	-	-	-	-	-

The loss allowance as at 30 June 2019 and 1 July 2018 (on adoption of AASB 9) was determined as follows for sundry receivables.

	Current	More than 30 days past due	More than 60 days past due	More than 90 days past due	Total
30 June 2019					
Sundry Receivables					
Expected credit loss	0.00%	0.00%	0.00%	1.84%	
Gross carrying amount	19,353	8,357	4,919	53,807	86,436
Loss allowance	-	-	-	743	743
01 July 2018					
Sundry Receivables					
Expected credit loss	0.00%	0.00%	0.00%	1.84%	
Gross carrying amount	81,973	0	3,182	46,753	131,908
Loss allowance	-	-	-	789	789

Due to immateriality, the loss allowance has not been recognised in the financial report.

24. FINANCIAL RISK MANAGEMENT (Continued)

(c) Liquidity risk

Payables and borrowings

Payables and borrowings are both subject to liquidity risk – that is the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due. The Town manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer. Payment terms can be extended and overdraft facilities drawn upon if required and disclosed in Note 13(c).

The contractual undiscounted cash flows of the Town's payables and borrowings are set out in the liquidity table below. Balances due within 12 months equal their carrying balances, as the impact of discounting is not significant.

	Due within 1 year	Due between 1 & 5 years	Due after 5 years	Total contractual cash flows	Carrying values
	\$	\$	\$	\$	\$
2019					
Payables	963,938	2,366,948	-	3,330,886	3,330,886
Borrowings	170,680	502,627	158,762	832,069	679,683
	<u>1,134,618</u>	<u>2,869,575</u>	<u>158,762</u>	<u>4,162,955</u>	<u>4,010,569</u>
2018					
Payables	1,379,901	2,221,267	-	3,601,168	3,601,168
Borrowings	182,422	547,530	283,156	1,013,108	811,380
	<u>1,562,323</u>	<u>2,768,797</u>	<u>283,156</u>	<u>4,614,276</u>	<u>4,412,548</u>

25. TRUST FUNDS

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

	1 July 2018	Amounts Received	Amounts Paid	30 June 2019
	\$	\$	\$	\$
Public Open Space	953,683	24,726	(250,000)	728,409
BRB Funds	4,952	43,290	(48,242)	-
	<u>958,635</u>	<u>68,016</u>	<u>(298,242)</u>	<u>728,409</u>

All bonds and deposits not required by legislation to be held in trust are included in restricted cash in Note 3 and shown as a current Liability in Note 12.

26. MAJOR LAND TRANSACTIONS

The Town did not participate in any major land transactions during the 2018/2019 financial year.

27. TRADING UNDERTAKINGS AND MAJOR TRADING UNDERTAKINGS

The Town did not participate in any trading undertakings or major trading undertakings during the 2018/2019 financial year.

28. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

There have been no material events after the reporting period which would affect the financial report of the Town of Bassendean for the year ended 30th June 2019 or which would require additional disclosure.

29. INITIAL APPLICATION OF AUSTRALIAN ACCOUNTING STANDARDS

During the current year, the Town adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were applicable to its operations.

Whilst many reflected consequential changes associated with the amendment of existing standards, the only new standard with material application is AASB 9 *Financial Instruments*.

AASB 9 Financial instruments

AASB 9 *Financial Instruments* replaces AASB 139 *Financial Instruments: Recognition and Measurement* for annual reporting periods beginning on or after 1 January 2018, bringing together all three aspects of the accounting for financial instruments: classification and measurement; impairment; and hedge accounting.

The Town applied AASB 9 prospectively, with an initial application date of 1 July 2018. The adoption of AASB 9 has resulted in changes in accounting policies but no adjustments to the amounts recognised in the financial statements, as the amount is considered immaterial. In accordance with AASB 9.7.2.15, the Town has not restated the comparative information which continues to be reported under AASB 139.

(a) Classification and measurement

Under AASB 9, financial assets are subsequently measured at amortised cost, fair value through other comprehensive income (fair value through OCI) or fair value through profit or loss (fair value through P/L). The classification is based on two criteria: the Town's business model for managing the assets; and whether the assets' contractual cash flows represent 'solely payments of principal and interest' on the principal amount outstanding.

The assessment of the Town's business model was made as of the date of initial application, 1 July 2018. The assessment of whether contractual cash flows on financial assets are solely comprised of principal and interest was made based on the facts and circumstances as at the initial recognition of the assets.

29. INITIAL APPLICATION OF AUSTRALIAN ACCOUNTING STANDARDS (Continued)

The classification and measurement requirements of AASB 9 did not have a significant impact on the Town. The following are the changes in the classification of the Town's financial assets:

- Trade receivables and Loans and advances (i.e. Other debtors) classified as Loans and receivables as at 30 June 2018 are held to collect contractual cash flows and give rise to cash flows representing solely payments of principal and interest. These are classified and measured as Financial assets at amortised cost beginning 1 July 2018.

In summary, upon the adoption of AASB 9, the Town had the following required (or elected) reclassifications as at 1 July 2018:

AASB 139 category	AASB 9 Category			
	AASB 139 value	Financial Assets at amortised cost	Fair value through OCI	Fair value through P/L
	\$	\$	\$	\$
Loans and receivables				
Trade receivables*	1,315,438	1,315,438	-	-
Loans and advances	248,877	248,877	-	-
	<u>1,564,315</u>	<u>1,564,315</u>	-	-

* Excludes GST Receivable

(b) Impairment

The adoption of AASB 9 has fundamentally changed the Town's accounting for impairment losses for financial assets by replacing AASB 139's incurred loss approach with a forward-looking expected credit loss (ECL) approach. AASB 9 requires the Town to recognise an allowance for ECLs for all financial assets not held at fair value through P/L. Upon adoption of AASB 9, the Town calculated an additional impairment on the Town's Trade receivables of \$789 which is not considered material and has no impact on the surplus/(deficit) as at 1 July 2018. Therefore no adjustment was made to retained surplus on account of impairment at 1 July 2018.

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30. NEW ACCOUNTING STANDARDS AND INTERPRETATIONS FOR APPLICATION IN FUTURE YEARS

The AASB has issued a number of new and amended Accounting Standards and Interpretations that have mandatory application dates for future reporting periods, some of which are relevant to the Town. The Standards and Interpretations that were issued but not yet effective for the year ended 30th June 2019 are listed below. At the date of authorisation of the financial statements, the Town has not yet fully assessed the impact of these new or amended standards and interpretations, to the extent relevant.

Title	Issued / Compiled	Applicable (1)	
(i) AASB 15 Revenue from Contracts with Customers	December 2014	1 January 2019	This Standard establishes principles for entities to apply to report useful information to users of financial statements about the nature, amount, timing and uncertainty of revenue and cash flows arising from a contract with a customer.
(ii) AASB 16 Leases	February 2016	1 January 2019	Under AASB 16 there is no longer a distinction between finance and operating leases. Lessees will now bring to account a right-to-use asset and lease liability into the statement of financial position for all leases. Effectively this means the vast majority of operating leases as defined by the current AASB 117 Leases which currently do not impact the statement of financial position will be required to be capitalised on the statement of financial position when AASB 16 is adopted.
(iii) AASB 1058 Income of Not-for-Profit Entities (incorporating AASB 2016-7 and AASB 2016-8)	December 2016	1 January 2019	These standards are likely to have a significant impact on the income recognition for NFP's. Key areas for consideration are: - Assets received below fair value; - Transfers received to acquire or construct non-financial assets; - Grants received; - Prepaid rates; - Leases entered into at below market rates.

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31. OTHER SIGNIFICANT ACCOUNTING POLICIES

a) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

b) Current and non-current classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Town's operational cycle. In the case of liabilities where the Town does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Town's intentions to release for sale.

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. All amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Town applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimates for the relevant item of disclosure.

f) Superannuation

The Town contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Town contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Town would receive to sell the asset or would have to pay to transfer a liability, in an orderly (unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

A fair value is a market-based measure. The closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Town selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Town are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Town gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

i) Impairment of assets

In accordance with Australian Accounting Standards the Town's cash generating non-specialised assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

For non-cash generating specialised assets that are measured under the revaluation model, such as roads, ponds, public buildings and the like, no annual assessment of impairment is required. Further AASB 116/31 applies, and revaluations need only be made with sufficient regularity to ensure the carrying value does not differ materially from that which would be determined using fair value at the end of the reporting period.

32. ACTIVITIES/PROGRAMS

Town operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME

ACTIVITIES

GOVERNANCE

Administration and operation of facilities and services to members of council; Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Supervision of various by-laws, fire prevention, emergency services and animal control.

HEALTH

Food quality and pest control, immunisation services, inspection of public buildings and operation of child health services.

EDUCATION AND WELFARE

Provision, management and support of educational services at the pre-school level and assistance to schools. The provision, management and support of welfare services for families, youth, children and the aged within the community.

COMMUNITY AMENITIES

The provision of sanitation (waste management), stormwater drainage, town and regional planning and development, the provision of rest rooms and protection of environment.

RECREATION AND CULTURE

Provision of facilities, and support of organisations concerned with leisure time activities and sport. This includes the provision of leisure programs, halls and community centres, libraries, historical sites, recreation centres, parks, gardens and sportsgrounds.

TRANSPORT

The construction and maintenance of streets, roads, bridges, footpaths and cycle ways.

ECONOMIC SERVICES

Regulation support and/or provision of such services as tourism, area promotion and building control.

OTHER PROPERTY AND SERVICES

Private works, public works overheads, plant operations and other revenues and expenses not elsewhere classified.

33. FINANCIAL RATIOS

	2019 Actual	2018 Actual	2017 Actual
Current ratio	1.48	1.66	1.78
Asset consumption ratio	0.69	0.72	0.72
Asset renewal funding ratio	1.00	1.00	1.00
Asset sustainability ratio	0.26	0.48	0.42
Debt service cover ratio	8.78	15.02	12.95
Operating surplus ratio	(0.10)	(0.03)	(0.05)
Own source revenue coverage ratio	0.79	0.83	0.82

The above ratios are calculated as follows:

Current ratio	$\frac{\text{current assets minus restricted assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$
Asset consumption ratio	$\frac{\text{depreciated replacement costs of depreciable assets}}{\text{current replacement cost of depreciable assets}}$
Asset renewal funding ratio	$\frac{\text{NPV of planned capital renewal over 10 years}}{\text{NPV of required capital expenditure over 10 years}}$
Asset sustainability ratio	$\frac{\text{capital renewal and replacement expenditure}}{\text{depreciation}}$
Debt service cover ratio	$\frac{\text{annual operating surplus before interest and depreciation}}{\text{principal and interest}}$
Operating surplus ratio	$\frac{\text{operating revenue minus operating expenses}}{\text{own source operating revenue}}$
Own source revenue coverage ratio	$\frac{\text{own source operating revenue}}{\text{operating expense}}$