

ATTACHMENTS

Attachments Page 1

ORDINARY COUNCIL AGENDA

23 JUNE 2020

Attachment No. 1:

Ordinary Council Minutes of 26 May 2020

Attachment No. 2:

WALGA Special State Council Meeting Minutes

Attachment No. 3:

- Department of Transport - LTCN Endorsement Memo to Town of Bassendean
- Department of Transport Presentation

Attachment No. 4

- Network Renewal Underground Program Pilot (NRUPP) Co-Funding Agreement
- Underground Power Zones Map and Funding Model

Attachment No. 5:

- Draft Local Planning Policy – Design Review
- Schedule of Submissions

Attachment No. 6:

Council Policy 1.17 – Development Bonds Policy – Compliance With Conditions of Planning Consent

Attachment No. 7:

Petition

Attachment No. 8:

- Existing Instrument of Appointment and Delegation BLEMC
- Draft revised Instrument of Appointment and Delegation BLEMC

Attachment No. 9:

- Local Planning Policy No. 13 – Trees on Development Sites
- Draft Local Planning Policy No. 13 – Tree Retention and Provision
- Schedule of Submissions

Attachment No. 10:

Council Policy 5.7 – Rodent Control

Attachment No. 11:

- Minutes of the Audit and Governance Committee meeting held on 3 June 2020

Attachment No. 12:

Monthly Financial Report, containing the Statement of Financial Activity for May 2020.

Attachment No. 13:

List of Payments - May 2020

Confidential Attachment 1:

Draft Land Asset Strategy

Confidential Attachment No. 2

Audit Risk Register – High Level Report

ATTACHMENT NO. 1

TOWN OF BASSENDEAN

MINUTES

ORDINARY COUNCIL MEETING

HELD ON TUESDAY 26 MAY 2020 AT 5.30PM

In accordance with regulation 12(2) and 14D of the Local Government (Administration) Regulation 1996, due to the public health emergency arising from the COVID-19 pandemic, the Mayor has considered it appropriate for this meeting to be held by electronic means.

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

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

The Presiding Member acknowledged National Sorry Day held on 26 May each year.

1.1 Suspension of Clauses - Meeting Procedures Local Law 2020

Council was requested to move a motion to suspend the operation of clauses 6.8, 6.9, 6.12, and 6.17 of the Town of Bassendean Meeting Procedures Local Law 2020 for the duration of this electronic meeting and that these matters be determined at the discretion of the Presiding Member.

COUNCIL RESOLUTION – ITEM 1.1

OCM – 1/05/20

MOVED Cr McLennan, Seconded Cr MacWilliam, that Council suspend the operation of clauses 6.8, 6.9, 6.12 and 6.17 of the Town of Bassendean Meeting Procedures Local Law 2020 for the duration of this electronic meeting and that these matters be determined at the discretion of the Presiding Member. Clauses that are modified that deal with public participation at a meeting – 6.1 Meetings open to the public (the meeting is a public meeting and is open, but not in-person); 6.6 Public Question Time; 6.7 Other procedures about public question time; 6.10 Deputations; and 6.11 Petitions.

CARRIED UNANIMOUSLY 7/0

2.0 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Letter from the Federal government announcing that the Town will shortly receive a prepayment of \$294,114 on next year's Financial Assistant Grant allocation. This Commonwealth support is untied, to be spent on locally determined priorities and projects.

The Town will also receive \$175,777 from the new Local Road and Community Infrastructure Programme.

Restrictions still in place for limiting the spread of Coronavirus. Some facilities have begun to reopen such as the Town's Administration Centre and Library. Stage 3 will see the remaining facilities such as playgrounds and skateparks reopen.

Item 12.3 - Designation of Dog Exercise Areas, has been withdrawn from the agenda.

3.0 ATTENDANCES, APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

Present

Councillors

Cr Renee McLennan, Mayor
 Cr Kathryn Hamilton, Deputy Mayor
 Cr Chris Barty
 Cr John Gangell
 Cr Hilary MacWilliam
 Cr Sarah Quinton
 Cr Jai Wilson

Officers

Ms Peta Mabbs, Chief Executive Officer
 Mr Luke Gibson, Director Community Planning
 Mr Phil Adams, Executive Manager Infrastructure
 Ms Elizabeth Kania, Manager Governance & Finance
 Ms Donna Shaw, Manager Development and Place
 Mr Jeremy Maher, Manager Sustainability and Environment
 Ms Deanie Carbon, Corporate Communications Coordinator
 Mrs Amy Holmes, Minute Secretary

Public

Nil

Press

Nil

Apologies

Mr Paul White, Director Corporate Services

4.0 DECLARATIONS OF INTEREST

Nil

5.0 PRESENTATIONS OR DEPUTATIONS

Nil

6.0 STATEMENTS BY MEMBERS OF THE PUBLIC ON AGENDA ITEMS

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

7.0 QUESTIONS FROM MEMBERS OF THE PUBLIC

7.1 Genevieve Errey

Local Planning Policy No. 13 – Tree Retention and Provision

Q *I can see that there has been some movement, following the consultation and reviewing all tree policies is to be commended. Nevertheless, could Council make some further amendments:*

1. Separate out the Trees of Historical and Cultural Significance as their own section.

A The headings for Tree Preservation Orders are consistent with Clause 4.7.7.2(i) of Local Planning Scheme No. 10 (LPS 10). The Town is in the process of reviewing its local planning framework, including LPS 10 and the clauses contained within. The Town will review the Tree Preservation Order provisions of the Scheme in light of this comment, and should this be amended in the Scheme, will update the Policy accordingly.

2. *Recognise Trees of Maturity and Value as the section in the Subdivision and Development Section.*

- A Trees of maturity and value are recognised in this section by virtue of being a large tree, which is defined earlier in the Policy to mean *a species of tree that has the potential to have a canopy diameter of greater than 9m.*

3. *Consolidate all the policy on Development into the one section for ease of implementation.*

- A Proposed Clause 6.2 deals with subdivision and development controls.

And... in relation to preserving and retaining trees on private property, could Council articulate its approach as an additional motion as part of this agenda item?

- A As outlined in the agenda item, the intended approach is to ask the community whether they support more local government control and regulation in terms of the retention of trees on private property. This is addressed by recommendation 2 in the officer's report.

7.2 Ms Jane Bremmer - 47 Seventh Avenue, Bassendean

- Q. *Are mature trees available for Success Hill Reserve as part of the verge tree planting program or any other program within the Town? If yes, please provide details. If no, why not?*

- A. The 2020 Tree Planting Program commenced on 12 May 2020 and will incorporate 1,000 trees. Although the focus is on the Town's verges, trees will also be planted in the Town's reserves. Success Hill Reserve will be considered as part of the Town's ongoing Tree Planting Program, however the specific details for this location are still to be developed.

- Q. *When will Council re-establish a formal representative engagement process to replace the river parks committee? Please provide details. If no, why not?*

- A. Over the past 12 months there have been significant changes to the way in which Council engages with the community. This commenced with the most comprehensive community engagement process ever undertaken in "BassenDream Our Future" to find out from our community their thoughts, aspirations and ideas for the future of the district.

The Town also undertook a community survey to assess satisfaction with current services delivered by the Town. It was really pleasing to see that community engagement was one of the areas that the community scored highly.

Both these engagement projects are being used to shape future thinking, planning and decision-making, primarily through a new Strategic Community Plan, to be released shortly for community feedback.

Late last year, Council commenced hosting its Briefing Sessions in the community as a way of engaging a broader representation from the community, unfortunately this ceased a couple of months ago due to the pandemic and social distancing restrictions.

Based upon the purpose, the most appropriate community engagement process to achieve the desired outcomes is considered.

Complemented by a new bi-monthly 'Thrive' newsletter to all households and businesses and more frequent engagement opportunities for the community on different projects, we continue to seek new opportunities to engage with a broader cross-section of the community to ensure we consider all the voices in our community.

Q. When will trees be replaced in the parkland side of SHR and a plaque to honour Albert Corunna? If no, why not?

A. A replacement tree is planned to be planted this winter to replace the one that died near the central path and further plans are being developed to plant in the SHR parkland in future years.

The Town is considering the opportunity to replace interpretive signage at SHR noting the cultural significance of the site. This project has not yet been scoped.

Q. With reference to OCM agenda item 7.8 RFT 02/2020 Concrete Footpaths, Crossovers, Kerbing and Pram Ramps I ask given that footpaths and road verges are routinely sprayed for weed control, historically with pesticides and more recently within the Town, with steam and for many adjoining main roads they continue to be sprayed with a range of scheduled poisons, will the Council direct any new contractor to provide these services, repairs and all works to be undertaken using concrete without joinery? Paving joints have been the source of weed growth and once they are eliminated so too is the need to control weeds. If there are no cracks... there are no weeds.

This would save the council a lot of money and support the health of our community and the protection of groundwater and aquatic environments by eliminating chemical spray drift and runoff.

- A. The “joinery” within the concrete footpaths are concrete expansion joints which are used to separate slabs which allow independent movement minimising cracking. Joints in concrete are required to control and force cracks to form in a predicted location. Without the use of joints, concrete paths will crack at an uncontrolled location and manner. This will create more cracks in the concrete which will then allow weeds to propagate from the uncontrolled cracks and increase trip hazards on the path network.

Not providing joints in concrete paths will lead to more weed growth and additional maintenance cost of the path network.

Mr Bruce Keay, 11 Earlsferry Court, Bassendean

- Q. *In relation to Item 12.2, before this is adopted, can the policy be updated to match the current Australian Rainfall and Runoff which was adopted in 2016. In this standard for stormwater design the term ARI is no longer used, it has been replaced by the term AEP (Annual Exceedance Probability). This is an easier term for people to understand risk and recurrence probabilities. Thus at 1% risk equates closely to the insurers acceptance of storm risk.*
- A. Mr Luke Gibson, Director Community Planning responded - the National Construction Code (NCC) still refers to ARI for the removal of surface water, so given this is a planning policy relating to design of future buildings to which the NCC will apply, the terminology should be consistent.
- Q. *Tree protection orders can be made on Freehold Land, which also entails an area of land, without any compensation to owners. This is not a democratic way. The policy suggests they can also be made by a Council employee without oversight by Council itself. If preservation of trees is in the public interest then the public purse should compensate the owner. This would be exactly the same as a portion of land being resumed for a road where processes exist to compensate the owner for the loss of the land. Picking on a landowner to donate land to the public interest is not an acceptable method to achieve the retention of trees. Can this policy component be reconsidered.*

- A. Mr Luke Gibson, Director Community Planning responded - in terms of compensation, it is only available under the Planning and Development Act 2005 for injurious affection as a result of the making or amendment of a planning scheme, typically associated with reserving land for a public purpose. In this case, the proposed policy is simply seeking to provide additional decision making guidance on a provision that already exists in the scheme. Ultimately, the proposal does not involve any amendment to the scheme and therefore, the issue of compensation is not applicable.

8.0 PETITIONS

8.1 Petition – Northmoor Road, Eden Hill

A petition, containing 10 signatories, has been received on 16 April 2020. The petition requests that the Town does not plant the proposed trees in Northmoor Road as there is already an adequate number of trees on the verge at Jubilee Reserve. The petitioners also have concerns about the negative impacts of further planting of trees in the area.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 8.1

OCM – 2/05/20 MOVED Cr Wilson, Seconded Cr McLennan, that the petition be received and that an Officer report be provided to Council.
CARRIED UNANIMOUSLY 7/0

9.0 CONFIRMATION OF MINUTES

9.1 Ordinary Council Meeting held on 28 April 2020

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 9.1(a)

OCM – 3/05/20 MOVED Cr McLennan, Seconded Cr Barty, that the minutes of the Ordinary Council Meeting held on 28 April 2020, be received.
CARRIED UNANIMOUSLY 7/0

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 9.1(b)

OCM – 4/05/20 MOVED Cr McLennan, Seconded Cr Barty, that the minutes of the Ordinary Council Meeting held on 28 April 2020, be confirmed as a true record.
CARRIED UNANIMOUSLY 7/0

10.0 BUSINESS DEFERRED FROM PREVIOUS MEETING

Nil

11.0 EXTERNAL COMMITTEE REPORTS/UPDATES

11.1 Receipt of External Committee Minutes (Ref: INFM/INTPROP/1 – Elizabeth Nicholls, Executive and Research Officer to CEO)

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 11.1

OCM – 5/05/20 MOVED Cr Quinton, Seconded Cr McLennan, that Council notes the attached minutes from the external Committee meetings held within the reporting period.

CARRIED UNANIMOUSLY 7/0

12.0 REPORTS

12.1 Adoption of Recommendations En Bloc

It was agreed that item 12.3 be removed from the en-bloc table and considered separately.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.1

OCM – 6/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council adopts en bloc the following Officer recommendations contained in the Ordinary Council Meeting Agenda of 26 May 2020:

Item	Report
12.2	Draft amended Local Planning Policy No.14 – Onsite Stormwater Retention
12.9	National Redress Scheme (Participation Of WA Local Governments)
12.10	Town of Bassendean Strategic Community Plan 2020 – 2030
12.12	Accounts Paid – April 2020
12.14	Use of the Common Seal

CARRIED UNANIMOUSLY 7/0

Council was then requested to consider the balance of the Officer recommendations independently.

Item	Report
12.3	Designation of Reserves – Dog Exercise Areas
12.4	Revocation of Local Planning Policy No. 9 – Incorporation of Existing Dwellings into Grouped Housing Developments

12.5	Proposed Council Policy – Street Trees and Revocation of Various Council Policies Relating to Street Trees
12.6	Draft Local Planning Policy No. 13 – Tree Retention and Provision – Final Adoption
12.7	Point Reserve Jetties Update
12.8	RFT 02/2020 Concrete Footpaths, Crossovers, Kerbing and Pram Ramps
12.11	Council Policies – Debt Recovery, Financial Hardship and Rates Exemption
12.13	Monthly Financial Report – April 2020
12.15	Calendar for June 2020
13.1	Notice of Motion: Cr Wilson – Report as part of Budget Process

12.2 Draft amended Local Planning Policy No. 14 – Onsite Stormwater Retention (Ref: LUAP/POLCY/18 – Cameron Hartley, Planning Officer)

APPLICATION

The purpose of this report was for Council to consider amending Local Planning Policy No. 14 – Onsite Stormwater Retention (LPP 14).

COUNCIL RESOLUTION/OFFICER RECOMMENDATION — ITEM 12.2

OCM – 7/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council, pursuant to Clause 4(3) of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, adopts Local Planning Policy 14 – Stormwater, as contained in Attachment 2 of this report.
CARRIED UNANIMOUSLY BY EN BLOC RESOLUTION – OCM-6/05/20 7/0

12.3 Designation of Reserves – Dog Exercise Areas (Ref: PARE/MAINT/80 - Donna Shaw, Manager Development & Place)

This item was withdrawn.

12.4 Revocation of Local Planning Policy No. 9 – Incorporation of Existing Dwellings into Grouped Housing Developments (Ref LUAP/POLCY/14 - Donna Shaw, Manager Development and Place)

APPLICATION

The purpose of this report was for Council to consider revoking Local Planning Policy No. 9 – Incorporation of Existing Dwellings into Grouped Housing Developments.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION — ITEM 12.4

OCM – 8/05/20 MOVED Cr McLennan, Seconded Cr MacWilliam, that Council, pursuant to Clause 6 of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, revokes Local Planning Policy No. 9 – Incorporation of Existing Dwellings into Grouped Housing Developments and notes that a notice of revocation will be published accordingly.

CARRIED BY AN ABSOLUTE MAJORITY 7/0

12.5 Proposed Council Policy – Street Trees and Revocation of Various Council Policies Relating to Street Trees (Ref: COUP/POLCY/1 – Donna Shaw, Manager Development and Place)

APPLICATION

The purpose of this report was for Council to consider adopting a draft Council Policy - Street Trees and revoking the following Council policies:

- Council Policy 1.8 - Significant Tree Policy;
- Council Policy 1.10 - Street Tree Protection;
- Council Policy 1.11 - Street Tree Pruning, Removal and Replacement Policy;
- Council Policy 1.12 - Amenity Tree Evaluation; and
- Council Policy 1.14 - Dangerous Trees on Private Property.

OFFICER RECOMMENDATION — ITEM 12.5

That Council:

1. Adopts the draft Council Policy – Street Trees as attached to this report; and
2. Revokes the following Council policies:
 - a) Policy 1.8 - Significant Tree Policy;

- b) Policy 1.10 - Street Tree Protection;
- c) Policy 1.11 - Street Tree Pruning, Removal and Replacement Policy;
- d) Policy 1.12 - Amenity Tree Evaluation; and
- e) Policy 1.14 - Dangerous Trees on Private Property.

Cr Hamilton moved an alternative motion.

COUNCIL RESOLUTION – ITEM 12.5

OCM – 9/05/20 MOVED Cr Hamilton, Seconded Cr McLennan, that Council:

1. Endorses the following changes to the draft Council Policy – Street Trees:
 - Add additional point to Section 3 Objectives, to read *“To prepare for the effects of climate change and to increase canopy coverage for carbon sequestration and to reduce the urban heat island effect.”*
 - Add to point 3(b) the words, *“and promote”* after *“To retain”*.
 - Add to Section 4.7 *“The Town may at its absolute discretion offer a reward for provision of information leading to the conviction of any person who interferes with, removes, prunes or damages a tree on public land”*; and
2. Requests staff conduct community consultation to gather feedback on the amended draft policy, after which a report will be provided to Council.

CARRIED UNANIMOUSLY 7/0

12.6 Draft Local Planning Policy No. 13 – Tree Retention and Provision – Final Adoption (Ref: LUAP/POLCY/5 - Donna Shaw – Manager Development and Place)

APPLICATION

The purpose of this report was for Council to consider adopting draft Local Planning Policy No. 13 – Tree Retention and Provision.

OFFICER RECOMMENDATION — ITEM 12.6

That Council:

1. Pursuant to Clause 4(3) of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*, adopts Local Planning Policy No. 13 – Tree Retention and Provision as contained as an attachment to this report; and
2. Supports a broader community consultation process to determine whether or not there is broad support for greater regulatory controls relating to the removal of trees on private property.

Cr Hamilton moved an alternative motion.

COUNCIL RESOLUTION – ITEM 12.6

OCM – 10/05/20 MOVED Cr Hamilton, Seconded Cr Quinton, that Council:

1. Acknowledges the recent community feedback and defers this item to allow examination of additional measures that may provide greater controls relating to the removal of trees on private property; and
2. Requests the administration to thereafter list this matter for discussion at a Concept Workshop prior to bringing it back to Council.

CARRIED 4/3

Crs Hamilton, Quinton, McLennan and MacWilliam voted in favour of the motion. Crs Barty, Gangell and Wilson voted against the motion.

Cr Wilson wished to have it recorded that he voted against this motion as it was his intention to support the Officer Recommendation.

12.7 Point Reserve Jetties Update (Ref: PARE/MAINT/52 - Phil Adams, Executive Manager Infrastructure)

APPLICATION

The purpose of this report was to:

- Provide Council with a structural engineering assessment report to highlight the deficiencies in the remaining jetty structures at Point Reserve;

- Recommend to Council the removal of the remaining jetty structures at Point Reserve for community safety reasons, acknowledging the structures are not recommended for repurposing or modification;
- Seek Council's support for a review of the condition of the river foreshore and river assets along the Town of Bassendean portion of the Swan River and develop an integrated framework for its future management and investment, incorporating Point Reserve; and
- Consider revoking, in part, previous Council resolutions OCM-6/2/19 and OCM-9/8/19.

Cr Hamilton left the meeting at 6.55pm and returned at 6.56pm.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION -
ITEM 12.7

OCM – 11/05/20 MOVED Cr MacWilliam, Seconded Cr McLennan, that Council:

1. Revoke, in part, Council resolutions OCM–8/11/19 and OCM -6/12/19, which read:

OCM 8/11/19:

“MOVED Cr Gangell, Seconded Cr Quinton, that Council:

3. *Commits to the reinstatement of the south jetty in recognition of the history and uniqueness of the two jetties to the Town of Bassendean.*

OCM-6/12/19:

“MOVED Cr Hamilton, Seconded Cr Wilson, that Council:

5. *Requests staff submit applications for grant funding to facilitate the reinstatement of North Jetty as soon as is practicable after upgrade design is finalised; and*
2. Approves the removal of the remaining jetty structures at Point Reserve recognising the jetties are unable to be repurposed or modified;
3. Gives in principal support for the development of a more holistic and integrated plan for the Town of Bassendean section of the river, including Point Reserve, that considers future amenity and health of the river and foreshore; and

4. Requests the CEO to facilitate a scoping paper in order to progress a more holistic and integrated planning approach in consultation with other relevant agencies and presents this to a future Councillor workshop for discussion.

CARRIED BY AN ABSOLUTE MAJORITY 6/1

Crs MacWilliam, McLennan, Hamilton, Barty, Quinton and Wilson, voted in favour of the motion. Cr Gangell voted against the motion.

12.8 RFT 02/2020 Concrete Footpaths, Crossovers, Kerbing and Pram Ramps (ROAD/TENDNG/46 - Paul White, Director Corporate Services)

APPLICATION

The purpose of this report was to present to Council a summary of tenders received for RFT 02/2020 Concrete Footpaths, Crossovers, Kerbing and Pram Ramps for the Town of Bassendean and recommend appointment of contractor considered to provide the best value for money to the Town.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.8

- OCM – 12/05/20** MOVED Cr Quinton, Seconded Cr McLennan, that Council appoints Axiis Contracting Pty Ltd to provide the Concrete Footpaths, Crossovers, Kerbing and Pram Ramps Services for the Town of Bassendean as specified in RFT 02/2020 for a period of three (3) years, to commence upon Council Approval and Contractor Acceptance.

CARRIED BY AN ABSOLUTE MAJORITY 7/0

12.9 National Redress Scheme (Participation Of WA Local Governments) (Ref: COMS/SVPROVN/12 – Peta Mabbs, Chief Executive Officer)

APPLICATION

This item is for the Town of Bassendean to consider –

- the WA Government's decision in relation to the National Redress Scheme;
- the considerations and administrative arrangements for the Town of Bassendean to participate in the National Redress Scheme;

- endorsement of the Town of Bassendean's participation as part of the WA Government's declaration in the National Redress Scheme; and
- the grant of authority to the CEO to execute a service agreement with the State, if a redress application is received.

**COUNCIL RESOLUTION/OFFICER RECOMMENDATION –
ITEM 12.9**

OCM – 13/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council:

1. Endorses the participation of the Town of Bassendean in the National Redress Scheme as a State Government institution and included as part of the State Government's declaration;
2. Grants authority to the CEO to execute a service agreement with the State, if a Redress application is received; and
3. Notes that a confidential report will be provided if a Redress application is received by the Town of Bassendean.

**CARRIED UNANIMOUSLY BY EN BLOC RESOLUTION –
OCM-6/05/20 7/0**

**12.10 Town of Bassendean Strategic Community Plan 2020 –
2030 (Ref: – Peta Mabbs, Chief Executive Officer)**

APPLICATION

The purpose of this report was for Council to resolve to advertise the draft Town of Bassendean Strategic Community Plan 2020 – 2030 for public comment prior to adoption by Council.

The Council is required under the *Local Government (Administration) Regulations 1996* (the Regulations) 19C (9) to ensure that the electors and ratepayers of its district are consulted during the development of a strategic community plan.

**COUNCIL RESOLUTION/OFFICER RECOMMENDATION –
ITEM 12.10**

OCM – 14/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council resolves to advertise for public comment the draft Town of Bassendean Strategic Community Plan 2020-2030.

**CARRIED UNANIMOUSLY BY EN BLOC RESOLUTION –
OCM-6/05/20 7/0**

12.11 Council Policies – Debt Recovery, Financial Hardship and Rates Exemption (Ref: RAT&VAL/POLCY/2 and RAT&VAL/POLCY/1)– Paul White, Director Corporate Services

APPLICATION

The purpose of this report was for Council to consider adopting four new policies, for the recovery of sundry debts, recovery of debts arising from rates and service charges, assisting those experiencing financial hardship and deciding on applications for non-rateable property and applications for a rates concession or waiver.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.11

OCM – 15/05/20 MOVED Cr Wilson, Seconded Cr McLennan, that Council adopts the following Council policies, as attached to this report, to take immediate effect from adoption:

1. Recovery of Sundry Debts Policy;
2. Recovery of Rates and Service Charges Policy;
3. Financial Hardship Policy; and
4. Rates Exemption Policy.

CARRIED BY AN ABSOLUTE MAJORITY 7/0

12.12 Accounts Paid – April 2020 (Ref: FINM/CREDTS/4) – Paul White, Director Corporate Services

APPLICATION

The Local Government (Financial Management) Regulations 1996, Regulation 13, requires a list of accounts paid by the CEO each month to be presented to Council at the next ordinary meeting of Council after the list is prepared.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.12

OCM – 16/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council receive the list of payments for April 2020.

CARRIED UNANIMOUSLY BY EN BLOC RESOLUTION – OCM-6/05/20 7/0

12.13 Monthly Financial Report – April 2020 (Ref: FINM/AUD/1 – Paul White, Director Corporate Services)

APPLICATION

The Local Government (Financial Management) Regulations 1996, Regulation 34, requires that a statement of financial activity be prepared each month and presented to Council.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.13

OCM – 17/05/20 MOVED Cr McLennan, Seconded Cr Barty, that Council receives the monthly financial report for April 2020.

CARRIED UNANIMOUSLY 7/0

12.14 Use of the Common Seal (Ref: INFM/INTPROP/1 – Elizabeth Nicholls, Executive and Research Officer to CEO)

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.14

OCM – 18/05/20 MOVED Cr McLennan, Seconded Cr Wilson, that Council notes the affixing of the Common Seal during the reporting period.

CARRIED UNANIMOUSLY BY EN BLOC RESOLUTION – OCM-6/05/20 7/0

12.15 Calendar for June 2020 (Ref: Elizabeth Nicholls, Executive and Research Officer to CEO)

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 12.15

OCM – 19/05/20 MOVED Cr Wilson, Seconded Cr McLennan, that the Calendar for June 2020 be adopted.

CARRIED 6/1

Crs Wilson, McLennan, Hamilton, Barty, MacWilliam and Quinton voted in favour of the motion. Cr Gangell voted against the motion.

13.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

13.1 Notice of Motion: Cr Wilson – Report as part of Budget Process

That Council requests staff prepare a report for Council as a part of the Budget process detailing:

1. All of the service providers the Town contracts for the provision of maintenance of the roads reserves in the Town including, but not limited to, weeding, street sweeping, tree pruning, tree planting, tree watering, footpath and cross-over installation and maintenance; and related activities;
2. The expiry dates of these contracts and whether the contracts contain options to renew or extend;
3. The annualised cost of each of these contracts across the forward estimates until their expiry;
4. The scope of activity of the services provided in each of these contracts; and
5. Officer advice on any operational obstacles that would arise from bringing the scope of work for each of these contracts in-house following the expiry of the contracts.

Cr MacWilliam left the meeting at 7.35pm and returned at 7.39pm.

Cr Wilson moved an alternative motion.

COUNCIL RESOLUTION – ITEM 13.1

OCM – 20/05/20 MOVED Cr Wilson, Seconded Cr Hamilton, that Council:

1. Requests a service review be conducted for all currently contracted tree maintenance, chemical free verge weed maintenance, street sweeping and watering activities and that no contracts be entered into until such time as Council has considered the review;
2. Council be provided with a list of major contracts via the CEO Bulletin six months prior to their expiry.

CARRIED UNANIMOUSLY 7/0

14.0 **ANNOUNCEMENTS OF NOTICES OF MOTION FOR THE
NEXT MEETING**

Nil

15.0 **URGENT BUSINESS**

Nil

16.0 **CONFIDENTIAL BUSINESS**

Nil

17.0 **CLOSURE**

The next Briefing Session will be held on Tuesday 16 June 2020. The next Ordinary Council Meeting will be held on Tuesday 23 June 2020.

There being no further business, the Presiding Member declared the meeting closed, the time being 7.50pm.

ATTACHMENT NO. 2

Special State Council Meeting

Minutes

25 May 2020



NOTICE OF MEETING

Special Meeting of the Western Australian Local Government Association State Council held via video on Monday 25 May 2020.

1. ATTENDANCE, APOLOGIES & ANNOUNCEMENTS

1.1 Attendance

Members	<p>President of WALGA, Chair</p> <p>Deputy President of WALGA, Northern Country Zone</p> <p>Avon-Midland Country Zone</p> <p>Central Country Zone</p> <p>Central Metropolitan Zone</p> <p>Central Metropolitan Zone</p> <p>East Metropolitan Zone</p> <p>East Metropolitan Zone</p> <p>Goldfields Esperance Country Zone</p> <p>Great Eastern Country Zone</p> <p>Great Southern Country Zone</p> <p>Kimberley Country Zone</p> <p>Murchison Country Zone</p> <p>North Metropolitan Zone</p> <p>North Metropolitan Zone</p> <p>North Metropolitan Zone</p> <p>Peel Country Zone</p> <p>South East Metropolitan Zone</p> <p>South East Metropolitan Zone</p> <p>South Metropolitan Zone</p> <p>South Metropolitan Zone</p> <p>South Metropolitan Zone</p> <p>South West Country Zone</p>	<p>Mayor Tracey Roberts JP</p> <p>President Cr Karen Chappel JP – Via video</p> <p>President Cr Ken Seymour – via video</p> <p>President Cr Phillip Blight – via video</p> <p>Cr Jenna Ledgerwood – via video</p> <p>Cr Paul Kelly – via video</p> <p>Cr Brooke O'Donnell – Deputy – via video</p> <p>Cr Cate McCullough – via video</p> <p>President Cr Malcolm Cullen – via video</p> <p>President Cr Stephen Strange – via video</p> <p>President Cr Chris Pavlovich – Deputy – via video</p> <p>Cr Chris Mitchell JP – via video at 5:05pm</p> <p>Cr Les Price – via video</p> <p>Mayor Mark Irwin – via video</p> <p>Cr Frank Cvitan – via video</p> <p>Mayor Albert Jacob JP – Deputy – via video</p> <p>President Cr Michelle Rich – via video at 5:05pm</p> <p>Cr Julie Brown – via video</p> <p>Mayor Ruth Butterfield – via video</p> <p>Cr Doug Thompson – via video</p> <p>Mayor Carol Adams OAM – via video</p> <p>Mayor Logan Howlett JP – via video</p> <p>President Cr Tony Dean – via video</p>
Ex Offiiios	Chair Commissioner, City of Perth	Mr Andrew Hammond- via video at 5:06pm
Secretariat	<p>Chief Executive Officer</p> <p>EM Strategy, Policy & Planning</p> <p>EM Governance & Organisational Services</p> <p>EM Commercial & Communications</p> <p>EM Infrastructure</p> <p>Manager Strategy & Association Governance</p> <p>Policy Manager, Planning & Improvement</p> <p>Senior Planner – People and Place</p> <p>Project Officer, Planning</p> <p>Executive Officer Governance</p>	<p>Mr Nick Sloan</p> <p>Mr Mark Batty</p> <p>Mr Tony Brown</p> <p>Mr Zac Donovan – via video</p> <p>Mr Ian Duncan – via video</p> <p>Mr Tim Lane – via video</p> <p>Ms Vanessa Jackson</p> <p>Mr Chris Hossen – via video</p> <p>Mr Ashley Robb via video</p> <p>Ms Margaret Degebrodt</p>

1.2 Apologies

East Metropolitan Zone	Cr Catherine Ehrhardt
Great Southern Country Zone	Cr Ronnie Fleay
North Metropolitan Zone	Cr Russ Fishwick JP
Gascoyne Country Zone	President Cr Cheryl Cowell
Pilbara Country Zone	Mayor Peter Long
Local Government Professionals WA	Mr Jamie Parry

ORDER OF PROCEEDINGS

1. Open and Welcome

The Chair declared the meeting open at 5:02pm.

• Acknowledgement of Country

WALGA acknowledges the Whadjuk Nyoongar people who are the Traditional Custodians of this land we meet on today and pays respects to their Elders past, present and future.

The Chair welcomed all State Councillors, WALGA Secretariat and the following State Council Deputies:

Cr Brooke O'Donnell, East Metropolitan Zone
Mayor Albert Jacob JP, North Metropolitan Zone
President Cr Chris Pavlovich, Great Southern Country Zone

Apologies

Cr Catherine Ehrhardt, East Metropolitan Zone
Cr Russ Fishwick, Northern Country Zone
Cr Ronnie Fleay, Great Southern Country Zone
President Cr Cheryl Cowell, Gascoyne Country Zone
Mayor Peter Long, Pilbara Country Zone
Mr Jamie Parry, Local Government Professionals WA

2. MATTER FOR DECISION

2.1 Proposed Planning and Development Amendment Bill 2020.

3. CLOSURE

2. MATTER FOR DECISION

2.1 Proposed Planning and Development Amendment Bill 2020 (06-03-01-0001 VJ)

By Vanessa Jackson, Policy Manager Planning and Improvement

Suspension of Standing Orders

Moved: Cr Julie Brown
Seconded: Cr Frank Cvitan

That Standing Orders be suspended in accordance with clause 30 of WALGA State Council Standing Orders.

RESOLUTION 82.4/2020

CARRIED

Discussion held.

*Cr Doug Thompson left the meeting at 5:26pm and returned at 5:50pm.
Cr Pavlovich left the meeting at 6:27pm*

Resumption of Standing Orders

Moved: Cr Chris Mitchell
Seconded: Cr Julie Brown

That the WALGA State Council Standing Orders be resumed.

RESOLUTION 83.4/2020

CARRIED

Cr Thompson left the meeting at 6:28pm

Moved: President Cr Malcolm Cullen
Seconded: President Cr Tony Dean

That WALGA:

- 1) Advocates to the State Government that the proposed *Planning and Development Amendment Bill 2020*, which proposes significant changes to the *Planning and Development Act 2005*, is not supported for the following reasons:
 - a) The Bill has been presented to Parliament without proper consultation with the Local Government sector contrary to the principles of the State and Local Government Partnership Agreement;
 - b) Without due consideration of the full impact of the proposed 26 amendments, there is the potential for unintended consequences due to the haste in the drafting of this Bill;
 - c) The Bill provides unfettered powers to the WA Planning Commission, circumventing meaningful involvement of local communities in the planning process;
 - d) No evidence has been provided for the new assessment pathways, to support the proposition that the current planning system is unable to process these applications adequately, fairly and efficiently to meet the needs of the economy in these unique times; and

- e) No evidence has been provided for the new assessment pathways, to support the proposition that this proposal would have a positive effect on the state or local economies.
- 2) Writes to the Premier and Minister for Local Government to raise the sector's concerns with the Government's actions in setting aside the State and Local Government Partnership Agreement for the fast tracking of proposed legislative reforms under the cover of COVID-19 recovery.

RESOLUTION 84.4/2020

LOST

Mayor Ruth Butterfield left the meeting at 6:48pm

MOTION

Moved: Cr Paul Kelly
Seconded: President Cr Tony Dean

Notwithstanding the need for Planning Reform and recognising the proposed impacts the *Planning and Development Amendment Bill 2020* has on local planning, WALGA does not support the Bill in its current form and;

That WALGA;

1. Advocate to the State Government for extensive consultation on the proposed legislation, noting:
 - a) Without due consideration of the full impact of the proposed 26 amendments, there is the potential for unintended consequences due to the haste in the drafting of this Bill;
 - b) The Bill provides unfettered powers to the WA Planning Commission, circumventing meaningful involvement of local communities in the planning process;
2. Writes to the Premier and Minister for Local Government to raise the sector's concerns with the Government's actions in setting aside the State and Local Government Partnership Agreement for the fast tracking of proposed legislative reforms under the cover of COVID-19 recovery.
3. Requests member Local Governments to inform the communities of possible impacts of the proposed legislation on local planning decisions.
4. Write to all non-Government Upper House members to discuss the sectors concerns.

RESOLUTION 85.4/2020

CARRIED

Executive Summary

- The proposed *Planning and Development Amendment Bill 2020* (the Bill) has been presented to Parliament without proper consultation with the Local Government sector, which is contrary to the principles of the State and Local Government Partnership Agreement.
- Of note is the proposal for a new WAPC development assessment pathway to circumvent Local Government in the assessment and decision making process for "significant development", without proper justification.
- The Bill proposes the creation of a "Special Matters" Development Assessment Panel (DAP), which would not include Local Government Elected Members. The definition of "Special Matters" is inadequate.
- These proposals are being fast tracked through the legislative process through the COVID19 legislative provision, without any evidence or proper justification.

- The proposed Bill is currently being debated in the Legislative Assembly, therefore an advocacy plan has been prepared for State Council's consideration.
- WALGA's advocacy position on legislation is to uphold the general competency principle for a Local Government to determine what is best for its community

Attachments

Planning and Development Amendment Bill 2020 ([here](#))

Attachment 1 - WALGA summary of proposed changes to the *Planning and Development Act 2005*

Policy Implications

WALGA's relevant Advocacy Position Statements include the following:

1.1 State-Local Government Partnership Agreement

WALGA supports the establishment and signing of a Partnership Agreement between the Western Australian Government and the Local Government sector that documents a commitment to improving cooperation between the two sectors at strategic and project levels.

The Partnership Agreement should also incorporate a communication and consultation protocol that guides communication and consultation between the State Government and the Local Government sector with a minimum of twelve weeks of collaboration for legislative proposals that will impact Local Government operations and eight weeks of consultation for regulatory or compliance changes that will affect Local Government.

6.1 Planning Principles - All legislation and policy that deals with planning and development must:

- Ensure role clarity and consistency across all legislation controlling development, to avoid confusion of powers and responsibilities;
- Be easily interpreted by, understood by and accessible to all sections of the community, and
- Be amended only with WALGA involvement and/or consultation/involvement with Local Government.

6.2 Planning Reform - The Local Government sector supports the underlying principles of planning reform and the continuing focus of streamlining the planning system.

6.5 Development Assessment Panels - The Association does not support Development Assessment Panels (DAPs), in their current structure.

Background

On 1 May 2020, senior staff of the Department of Planning Lands and Heritage (DPLH) confidentially advised the WALGA President and Association's officers that the Minister for Planning was going to table amendments to the *Planning and Development Act 2005* (PD Act).

One of the amendments would allow the State Government to assess and approve certain development applications for an 18 month period, bypassing both the DAPs and Local Government assessment pathways, with the aim of stimulating economic development to assist in COVID 19 recovery.

The State indicated that this proposal would provide the following advantages over the current planning framework:

1. Large developments would be fast-tracked to help the economy recover from the pandemic sooner. Significant applications will be processed through this system, estimating around 10-20 applications per year.
2. Bottlenecks caused by referral agencies would be removed, allowing applications to be processed faster; and,

3. Proponents with 'Significant' developments can seek the Ministers support to have their application considered by DPLH/WAPC (Note – these 'Significant' applications are yet to be defined)

A second amendment would be the creation of a 'Special Matters' DAP. This DAP would not include a Local Government Elected Member as in the current system. Applications that fall into the "Special Matters" category are not clearly explained. No further details are provided on the other proposed amendments, other than DPLH staff commenting that the amendments are part of the current Planning Reform Agenda.

Following this meeting, on the 7 May 2020, Association officers met with staff from the Minister for Planning's office to try to gain a greater understanding of the rationale behind the proposal. It is the Associations understanding that the new assessment pathway has been proposed by the Minister for Transport and Planning, and the Parliamentary Secretary to the Minister for Transport; Planning, with the proposals justified as part of the State's COVID 19 recovery plan; however, no detailed economic justification was provided.

A further verbal briefing on the 8 May 2020, was undertaken by the DPLH to members of the Department's Local Government Stakeholder Reference Group, established as part of the Planning Reform Agenda. The meeting was to advise the group of the proposal and seek guidance in how the new development assessment pathway would be established, i.e. administration, processing, referrals, decision-making and timeframes. Attendees at this meeting included Elected Members from the Cities of Karratha, Kalamunda, Armadale and Shire of Serpentine Jarrahdale, and Planning Executives from the Cities of Vincent, Busselton, Kalamunda, Armadale, Perth, Belmont, Northam, South Perth, Cockburn, Melville and Shires of Serpentine Jarrahdale and Broome, as well as Association officers. All members were required to sign confidentiality agreements prior to attending the meeting.

The State has been advised numerous times by WALGA that verbal conversations from Department and Ministerial officers on the broad generalities of the proposal should never be considered consultation with WALGA and the Local Government sector.

Based on the impact that this proposal would have on the Local Government sector, on 18 May 2020, Association staff provided a briefing to State Council's People and Place Policy Team to discuss the proposal and an appropriate political response. The following resolution was passed by the People and Place Policy Team:

Disappointed that the State government is proposing an amendment to the Planning and Development Act 2005 that will bypass local involvement in both Development Assessment Panels and decision making by Local Governments on 'significant' Development Applications, without any consultation with the Local Government sector; therefore, the People and Place Policy Team recommends that these concerns and an immediate review of the State and Local Government Partnership Agreement should be undertaken at an emergency meeting of State Council.

On 20 May 2020, proposed amendments to the PD Act were tabled in Parliament, with the suspension of Standing Orders enacted in order to debate the proposed Bill. The Bill was accompanied by an Explanatory Memorandum and seven fact sheets (155 pages in total).

The Bill will be further debated in the Legislative Assembly on 26 and 27 May 2020.

Comment

The proposed Bill is being fast tracked through Parliament under the rationale of an economic stimulus package to assist in the State's recovery from the COVID19 pandemic.

It is noted that significant proposed amendments to the PD Act have not been discussed with the Local Government sector prior to presentation of the Bill in Parliament. This lack of consultation is contrary to the principles of the State and Local Government Partnership, which would normally require consultation of a minimum of twelve weeks for legislative proposals for any impact on Local

Government operations. Given the breadth of the proposed amendments, and the two new proposed development assessment pathways, formal consultation with the sector is required.

The apparent ignoring of the State and Local Government Partnership Agreement is concerning as this may set a precedent for other legislative amendments also being fast tracked under the rationale of COVID 19 reforms.

It is also noted that the new assessment pathways have been proposed without justification, from either an economic perspective or a process improvement perspective. The new assessment pathways would create wide-ranging and potentially unfettered powers for the WA Planning Commission to consider and approve development applications which may be inconsistent with Local Planning Schemes and potentially other State Acts and regulations. The Bill has the following section under s.275 as follows:

- *The WAPC is not bound by any legal instrument, which is to say any planning or non-planning law, rule or other requirement;*
- *The Commission is not strictly bound by any planning consideration and may consider any other matter in the public interest;*
- *While the Commission is not strictly bound by any planning or non-planning law, rule or other requirement, it must still give due regard to relevant considerations in making a determination.*

The concept of “due regard” is a common planning premise; however, as outlined above, the WAPC would not be bound by any legal instrument. The wording within the Bill implies that the WAPC will be the one stop shop for the approval under other legislative requirements, but will not be bound by them (ie the Contaminated Sites Act 2003; the Environmental Protection Act 1986; the Heritage Act 2018; the Swan and Canning Rivers Management Act 2006; and the Swan Valley Planning Act 1995.) These powers are extremely disconcerting and have the potential to undermine the State and Local planning framework, if the intent is that the WAPC will be the approval authority for these Acts, or issue an approval in contravention of these Acts.

The Bill would provide the WAPC with powers to set aside any local planning controls (e.g. land use permissibility, height controls, floor space ratio, etc.). Furthermore, the Bill and supporting documents do not adequately explain community consultation processes.

Consequently, the Bill represents a concerning and substantial shift away from a system that currently acts to serve the community’s interests, to one that would provide the State with arguably unnecessary and potentially undesirable influence in local matters. Public participation in normal development applications (such as through advertising) provides some degree of citizens’ involvement to have a say in development decisions, not just because they are personally affected, but because it is also their democratic right to express community concern. This can often help to provide a good measure of broader social, environmental and economic concerns compared to a specific development entitlement.

This proposal is a fundamental shift in the WAPC’s role and function, moving from strategic matters and subdivision control into complex development assessment applications. The resourcing of this new assessment pathway within DPLH and the actual assessment process, has also not been determined.

It also appears that the “Special Matters” DAP removes Elected Member representation, instead requiring a representative with “local government knowledge”. “Special Matters” developments are not clearly defined in the Bill; however, the Explanatory Memorandum mentions using the DAP for Special Precincts, and significant development proposals. These changes would further remove local representation from the planning system.

Both of these new assessment pathways are a major shift in the role of Local Government in the planning assessment process, arguably undermining the expertise that exists in the assessment and consideration of development applications, devaluing the sectors experience and competency in applying their local planning scheme requirements.

A series of 26 other amendments are also proposed. These amendments can be grouped into nine broad themes, as outlined in Attachment 1. Most of these items were raised through the 2013 review of the PD Act (State Council resolution 274.5/2013). State Council provided support for several of these changes on the condition that the Local Government sector is involved in the preparation and further discussion of the individual reforms. Over the last 6 months, the Planning Reform Action Plan have been discussed through the formation of various DPLH Stakeholder and Working groups, considering broad concepts and ideas, not any formal proposals. DPLH advised that formal public consultation on all of the reforms would occur due to the breadth of the different reforms proposed.

Summary of Key Concerns

These concerns have been gathered into three main themes:

- No evidence of planning system delays - There is no evidence to support the Government's proposition that the current planning system is unable to process applications adequately, fairly and efficiently to meet the needs of the economy in these unique times:
- Removal of local decision making - This reform is undemocratic, fails to adhere to longstanding principles of good governance, and conflicts with the principles of the State and Local Government Partnership Agreement. In addition this proposal conflicts with WALGA's advocacy position on legislation, to uphold the general competency principle for a Local Government to determine what is best for its community:
- Evidence of market need – there is no evidence - No evidence has been provided to support the proposition that this proposal would have a positive effect on the state or local economies.

Given that the Bill proposes substantial changes and that Local Governments have not been meaningfully or adequately consulted about these changes, it is recommended that WALGA advocates to the State Government that it does not support the proposed Bill.

Finally, it is also recommended that an urgent meeting with the Premier and the Minister for Local Government be held, to discuss whether the State and Local Government Partnership Agreement will be disregarded for the fast tracking of other proposed legislative reforms that impact the sector, under the guise of it being for COVID-19 recovery.

3 CLOSURE

There being no further business the Chair declared the meeting closed at 7:00pm.

DECLARATION

These minutes were confirmed at the meeting held on _____

Signed: Mayor Tracey Roberts

Person presiding at the meeting at which these minutes were confirmed

Attachment 1

WALGA summary of proposed changes to the *Planning and Development Act 2005*

The following table outlines the key changes proposed in the *Planning and Development Amendment Bill 2020*. A number of other changes have not been listed here, priority has been given to those proposals that may have a direct impact on Local Government.

Note other changes to the *Planning and Development (Local Planning Scheme) Regulations 2015* have been proposed as part of a 'phase 2' of these reforms, and that these have not been addressed in this table. Where the table speaks to a previous decision of State Council on reforms to the Planning and Development Act, it refers to the following resolution: **RESOLUTION 274.5/2013**.

Proposed Changes	Explanation	Impact on Local Government
Special Covid 19 Development Powers	<p>A new pathway for 'significant developments' - interim 18-month measure. Significant development is defined as:</p> <p>"\$30 million or more, involving residential development of 100 or more dwellings, or commercial development with the total net lettable area of 20 000 m2 or more space."</p> <p>WAPC is approval authority – DPLH will assess - streamlined advertising, consultation and assessment processes.</p> <p>Ministerial call in power for 'any development', on recommendation from the Premier. These would not be restricted to the requirements of the significant definition.</p> <p>Under s.274 of Part 17, new WAPC powers includes setting aside the 'normal' planning rules that otherwise apply to a development application. These rules are replaced with new powers defined under s.275 as follows:</p> <ul style="list-style-type: none"> - The WAPC is not bound by any legal instrument, which is to say any planning or non-planning law, rule or other requirement; - The Commission is not strictly bound by any planning consideration and may consider any other matter in the public interest; - While the Commission is not strictly bound by any planning or non-planning law, rule or other requirement, it must still give due regard to relevant considerations in making a determination. <p>This power may become permanent following the initial interim period.</p>	<p>WAPC is not bound by the local planning framework</p> <p>Local Planning Scheme will be a due regard consideration. Therefore it may be disregarded when a decision is made.</p> <p>WAPC can consider matters besides planning considerations.</p> <p>WAPC must consult with the Local Government when making a decision and give due regard to their submission.</p> <p>WAPC can consider matters besides planning considerations. It could also lead to rezoning by stealth. For example, in a zone where a land use is prohibited under the Scheme, there appears no limitation to now allowing such development if it is deemed significant development, or development of State / Regional significance (referred by the Premier).</p> <p>There is no requirement that mandates community consultation of a proposal where a Local Planning Scheme requires it.</p> <p>This reform was not raised in previous reviews of the Planning and Development Act or the recent planning reform agenda.</p>
DAPs	<p>Creation of 'special matter DAP'.</p> <p>Based on technical specialties as opposed to geography.</p> <p>"To provide more refined technical expertise and more narrowly focused in order to better deal with some of the State's most important but challenging planning matters."</p> <p>Other DAPs will remain in place, though they will be renamed 'district DAP'.</p>	<p>Detail will come with changes to the DAP Regulations, however it has not been clearly stated that a Local Government Elected Member will sit on the special matter DAPs. Only that a representative of the 'local government sector' will participate.</p> <p>WALGA's current position is opposed to the existence of DAPs.</p>

		This reform was not raised in previous reviews of the Planning and Development Act or the recent planning reform agenda.
Public Works	<p>Expand the definition of public works by reference to region and local planning schemes.</p> <p>Allows for proposals by 'public authorities' to now be considered as public works</p> <p>Changes to the level of regard the WAPC must have to a local planning scheme when making a decision on an exempt public works</p>	<p>An expansion of public works exemptions would allow a greater range of State Government agencies and government trading enterprises to be exempt from development approval under a local planning scheme.</p> <p>Public Works approvals are assessed by the DPLH and approved by WAPC.</p> <p>These have to give due regard to the local planning scheme, which is an increase from the existing level of regard they must give.</p> <p>This expansion of works that could be classified as public works was included in previous reviews of the Planning and Development Act.</p> <p>WALGA supported these proposals, subject to being involved in the drafting of the provisions.</p>
Planning Schemes & Amendments	<p>Clarify the Minister's power to direct local governments for failing to have a satisfactory scheme or amendment.</p> <p>Clarify the Minister's power for consent to advertise new schemes or amendments. This power can be delegated.</p>	<p>Clarify the Ministers powers where a local government resolved to prepare the amendment, but failed to proceed to advertise the amendment in accordance. This occurrence is rare and is unlikely to cause any significant issues across the sector.</p> <p>Provides the Minister with a power to require consent before a Local Government advertises a scheme amendment. This may create additional regulatory tasks for a Local Government and will also delay the process by requiring a Local Government to await consent where they currently do not.</p> <p>This was included in previous reviews of the Planning and Development.</p> <p>WALGA did not support the requirement for a Local Government to seek consent from the Minister to advertise a scheme amendment.</p>
EPA referrals	<p>Introduction of s.48AAA into the new EP Act, and permits regulations to be made prescribing classes of planning schemes that may not require referral to the EPA.</p> <p>Currently all scheme amendments must be referred to the EPA to determine if an assessment is required or not.</p>	<p>Will remove the requirement for Local Governments to refer some scheme amendments to the EPA prior to advertising.</p> <p>This would reduce regulatory burden on Local Governments and speed up the assessment of scheme amendments that are unlikely to have a detrimental impact on the environment.</p> <p>WALGA in its recent submission to the review of the EP Act made recommendations similar to this proposed change.</p> <p>This matter was referred to in previous Planning and Development Act.</p> <p>WALGA supported the proposition that some scheme amendments could avoid the need for EPA referral.</p>

State Planning Policies & planning code (new instrument)	<p>Introduce a new requirement for all planning-related decision-makers to have due regard to the State policy framework in decision-making.</p> <p>Introduce the concept of a 'planning code' to remove current legal ambiguity where a State Planning Policy is 'read into' a Local Planning Scheme. Will in effect create a new type of policy that will in effect govern prescriptive and mandatory policies.</p>	<p>The LPS Regulations already make it a requirement for Local Government to have due regard to State Planning Policies – these changes have been proposed to ensure state agencies and the WAPC must have due regard when making decisions. This proposal was not included in previous reviews of the Planning and Development Act or the planning reform agenda.</p> <p>The ramifications of this on Local Government decision making are still unclear, but they are likely to afford greater reliance on the provisions of planning codes when making a decision then currently afforded. A transitional provision of the Bill will establish the R Codes as a planning code immediately.</p> <p>The establishment of 'planning codes' was included in previous reviews of the Planning and Development Act.</p> <p>WALGA did not support the proposition at that time, noting that further discussion with the Local Government sector was required around the role of State Planning Policies.</p>
Cash-in-lieu	<p>The first proposed amendment will allow the WAPC to request cash-in-lieu without first having to request the land be given up.</p> <p>Reformulate the use of the trust account.</p> <p>Currently cash-in-lieu funds are received under s.153 need to go into a trust account rather than a special reserve account as is required for developer contributions under <i>State Planning Policy SPP 3.6 Development Contributions for Infrastructure</i> (SPP 3.6).</p>	<p>Will likely reduce the administrative burden where there is agreement that a cash-in-lieu contribution is supported. This may make it easier to impose cash-in-lieu contributions on smaller strata subdivisions.</p> <p>With regards to trust account, it provides clarity as to how cash-in-lieu for POS monies are to be managed. Many Local Governments have requested this change.</p> <p>This matter was referred to in previous reviews of the Planning and Development Act.</p> <p>WALGA supported these proposals.</p>
Acquisition of land	<p>This clause amends s.190, and clarifies the capacity of a responsible authority (i.e. the Commission in relation to a region planning scheme and local government in relation to a local planning scheme) to acquire or purchase zoned land to avoid sterilisation of development potential.</p>	<p>Under the current application of s.190, it appears a responsible authority is not entitled to purchase the unreserved portion of a lot that is otherwise reserved, as this unreserved portion of land could not acquire 'for the purpose of a planning scheme'. This can result in unfavourable outcomes, including remaining unreserved portions of land becoming sterilised.</p> <p>This new section would afford Local Government additional powers to acquire land that is not reserved when acquiring land that is reserved.</p> <p>This matter was referred to in previous reviews of the Planning and Development Act.</p> <p>WALGA supported these proposals on the proviso that these powers be applied to Local Government as well.</p>
Community Infrastructure – Development Contribution Plans	<p>Clarify community infrastructure is a type of infrastructure contemplated for the purposes of clause 5, and then further detail what is further expected as community infrastructure.</p> <p>Defines Community Infrastructure as:</p>	<p>There may be an impact on Local Government that are currently operating community infrastructure contribution schemes. Unclear what would occur where they were collecting on an item that doesn't conform to the new definition.</p>

	<p>Community infrastructure, including community centres, libraries, schools and other educational facilities, child care centres (including outside school hours care services) and sporting facilities.</p>	<p>This definition is limited but the categories provided in the Bill are consistent with those provided in the Draft SPP 3.6 Infrastructure Contributions. The definition in the Bill is not inconsistent with WALGA's recommendations on the Draft SPP 3.6.</p> <p>This matter was not referred to in previous reviews of the Planning and Development Act or the Planning Reform Agenda.</p>
Ministers Powers over LG	<p>The proposed provisions aim to address the following particular areas of reform:</p> <p>Clarifies that an obligation imposed on a local government to comply with duties under regulations includes all regulations made under the PD Act.</p> <p>Expand the oversight of the Minister's use of such powers, by requiring any such notice be laid before Parliament and subject to Parliament's scrutiny.</p>	<p>Clarifies that a LG must comply with all regulations made under the Act as opposed to only regulations made under one section.</p> <p>The Minister will now be required to table the notice before Parliament when making one. This is a transparency matter.</p> <p>This matter was referred to in previous Planning and Development Act.</p> <p>WALGA supported this proposal on the proviso that the Minister's powers not be amended.</p>

ATTACHMENT NO. 3

Memo

Subject:	Long Term Cycle Network – Town of Bassendean <u>FOR COUNCIL CONSIDERATION AND ENDORSEMENT</u>
Date:	20 May 2020

Western Australia has all the ingredients to be a great place for riding a bike - warm weather, rolling landscape and outstanding natural beauty.

Across Perth and Peel we already have a good level of existing bicycle infrastructure, but we know we can make it even better by developing an integrated network, that connects suburbs with one another.

The Department of Transport (DoT) is working with 33 local government authorities in Perth and Peel to agree on bicycle routes that link parks, schools, community facilities and transport services, to make bike riding a convenient and viable option.

The aim of the Long Term Cycle Network (LTCN) project is to develop an aspirational blueprint to ensure State and local governments work together towards the delivery of one continuous bicycle network providing additional transport options, recreational opportunities and support for tourism and commercial activity – **creating a bicycle network catering for all ages and abilities.**

This long term network had been agreed between DoT and local government officers, and the network was subject to a review by Main Roads and PTA/Metronet teams in relation to any routes within or crossing State controlled assets.

We are now seeking Council endorsement of the agreed LTCN across all 33 local governments, and moving forward the agreed long term network will guide funding allocated through the WA Bicycle Network Grants Program administered by DoT.



Project Overview

The LTCN involves consultation with 33 local governments across Perth and Peel – the project aims to agree a long term aspirational bicycle network for the region.

The vision is for a network of safe and attractive bicycle routes:

- To provide continuous routes along major corridors
- To establish links between strategic, secondary, district, specialised activity centres and public transport services.
- To provide connections to schools, education sites and local centres

Project History

In 2016 as part of the State Governments long term transport strategy (*Transport @3.5M*) the Transport Portfolio released the *Cycling Network Plan*.

The aspirational long term bicycle network identified within the Plan was based on a robust methodology of connecting all key activity centres. However, the Plan was developed by DoT in-house with little consultation with local governments due to the time constraints to deliver the project.

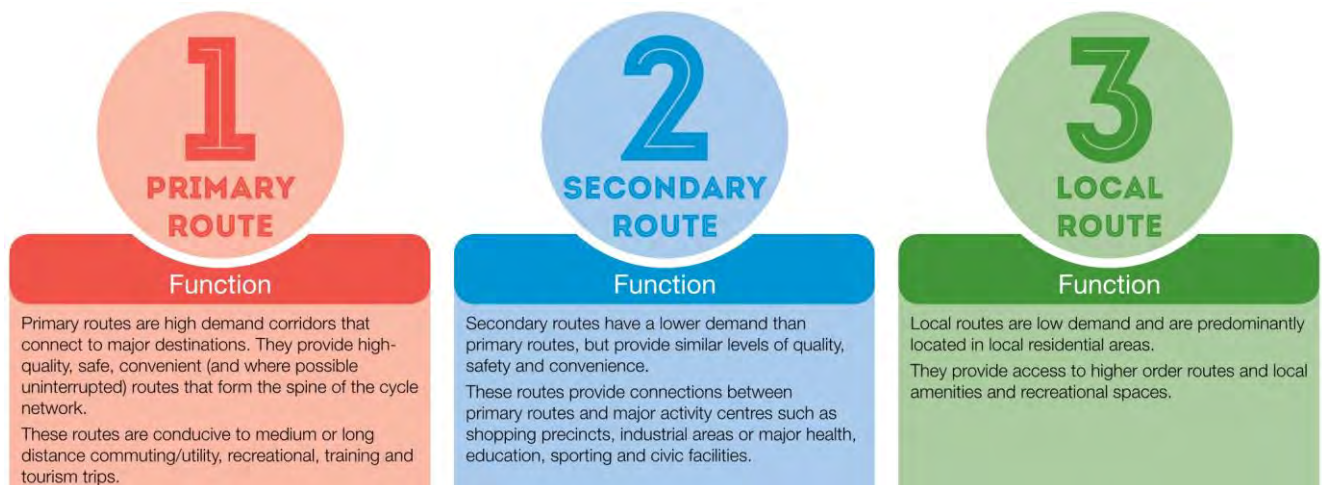
In 2017-18 DoT were successful in receiving funding across a 2 year period to deliver the LTCN project – to go through detailed engagement with 33 local governments across Perth and Peel to agree a long term aspirational bicycle network for the region that supports and addresses local and regional bicycle connections.

Long Term Cycle Network Project

The LTCN project started in July 2018 and is to be completed by June 2020.

DoT and local government officers have worked together to identify LTCN routes, and categorise routes using a new simplified three tier route hierarchy of Primary Routes, Secondary Route and Local Routes.

The categorisation of routes has been based on the function of a given route within the network:



Following DoT and local government officers agreeing an aspirational draft LTCN, the network was reviewed by Main Roads and PTA/Metronet teams. This process has ensured that these State agencies are aware of the aspirational LTCN routes proposed and have made comments to assist in shaping the network in relation to their State controlled assets.

Why is the Long Term Cycle Network Important?

An endorsed aspirational LTCN across the Perth and Peel region can **assist in leveraging additional funding for bicycle infrastructure**.

- It can assist State Government in any discussions/applications regarding Federal funding for bike riding (infrastructure/programs/campaigns).

- It can also assist DoT leverage additional funding for bicycle infrastructure – including funding made available to local governments via the WA Bicycle Network Grants Program administered by DoT.

An endorsed LTCN across the Perth and Peel region will **assist with planning of the bicycle network and routes**.

- It will assist State agencies (Main Roads/PTA/Metronet) with infrastructure planning and delivery.
- It will assist local governments with network planning, cross boundary connectivity and bicycle route prioritisation.

How will the Long Term Cycle Network be Updated in the Future?

DoT will be updating the guidance for local governments in relation to developing local bicycle plans. It is expected that the new guidance will require local governments to review their endorsed LTCN as part of the process of developing/updating their bicycle plan.

As part of the process to develop or update a local bicycle plan, local governments typically conduct public consultation to enable the community to assist in shaping the Plan. It is envisaged that **local governments will seek community comment on the aspirational LTCN as part of this process**.

Local governments typically review local bicycle plans on a 5 year renewal basis – as part of the bike plan review local governments and DoT can work together to modify their endorsed LTCN:

- New routes can be added to reflect land use changes/new development
- Existing routes can be realigned to parallel corridors if details are known which excludes a route from being considered in the future to accommodate bicycle infrastructure (engineering constraints/land tenure issues/etc).

Why is DoT Seeking Council Endorsement?

DoT is seeking the aspirational LTCN to be endorsed by Council (Elected Members) across 33 local governments in Perth and Peel.

Council endorsement is considered necessary to demonstrate region wide agreement of the LTCN – which in particular may assist in any Federal funding discussions/applications.

From July 2020 all WA Bicycle Network Grants for Perth and Peel local governments will be linked to the endorsed aspirational LTCN.

As such, only routes within the endorsed LTCN will be eligible for grants and only local governments with a Council endorsed LTCN will remain eligible for grants.

Council Endorsement

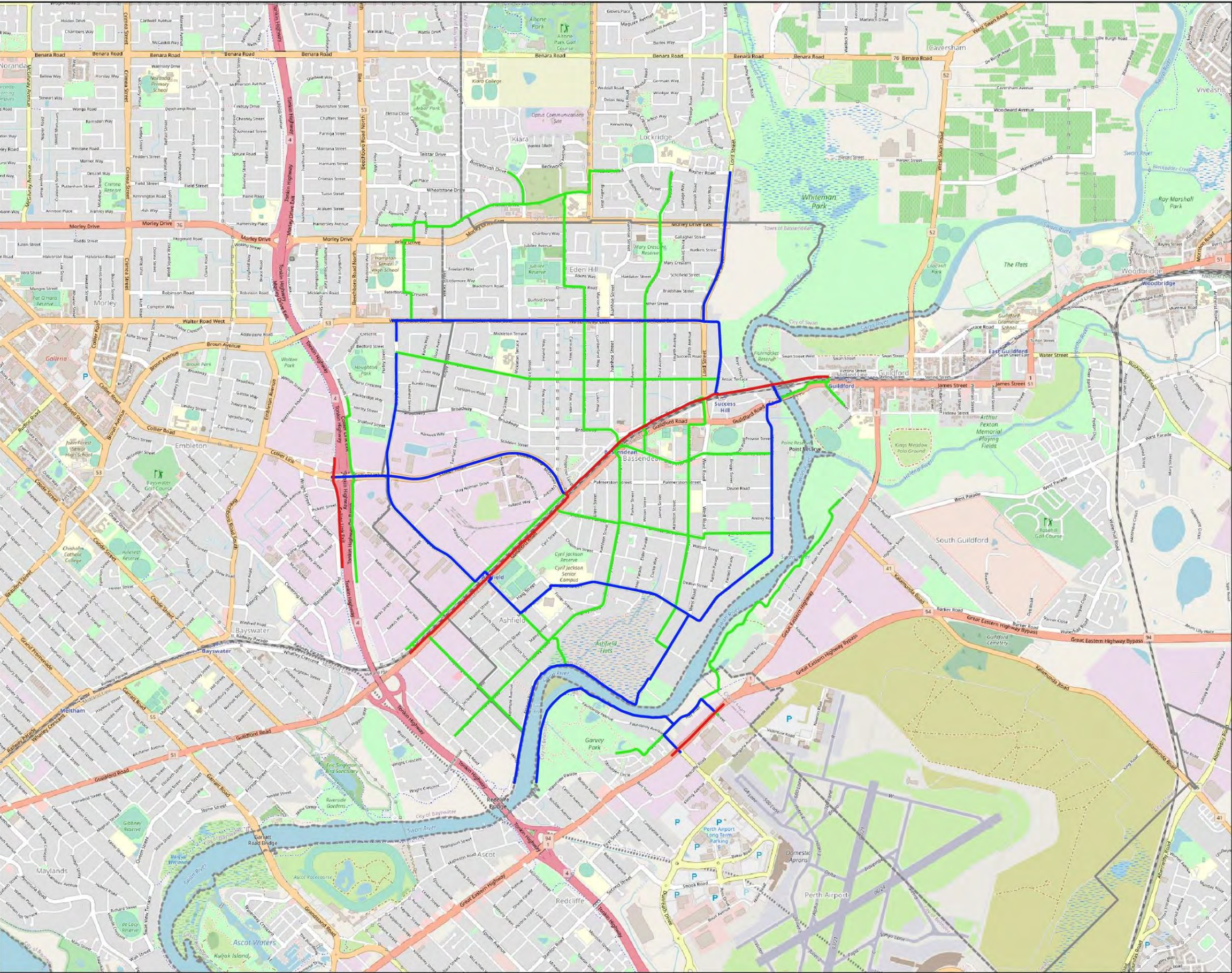
DoT is seeking Council (Elected Members) to endorse/adopt the aspirational LTCN agreed with local government officers (attached) based on the following statement:

‘Council endorse/adopt the aspirational Long Term Cycle Network (LTCN) developed in collaboration between Council officers and the Department of Transport. Endorsement of the LTCN does not commit Council nor State Government agencies to deliver all, or any part, of the LTCN within a particular timeframe – nor does endorsement commit any party(s) to fund any specific route within the LTCN.

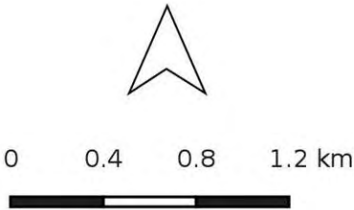
Council endorsement confirms support for local and State Government agencies to work together in delivering the aspirational LTCN over the longer term.’

Town of Bassendean

Final Draft LTCN (May 2020)



- Legend**
- Primary Route
 - Secondary Route
 - Local Route

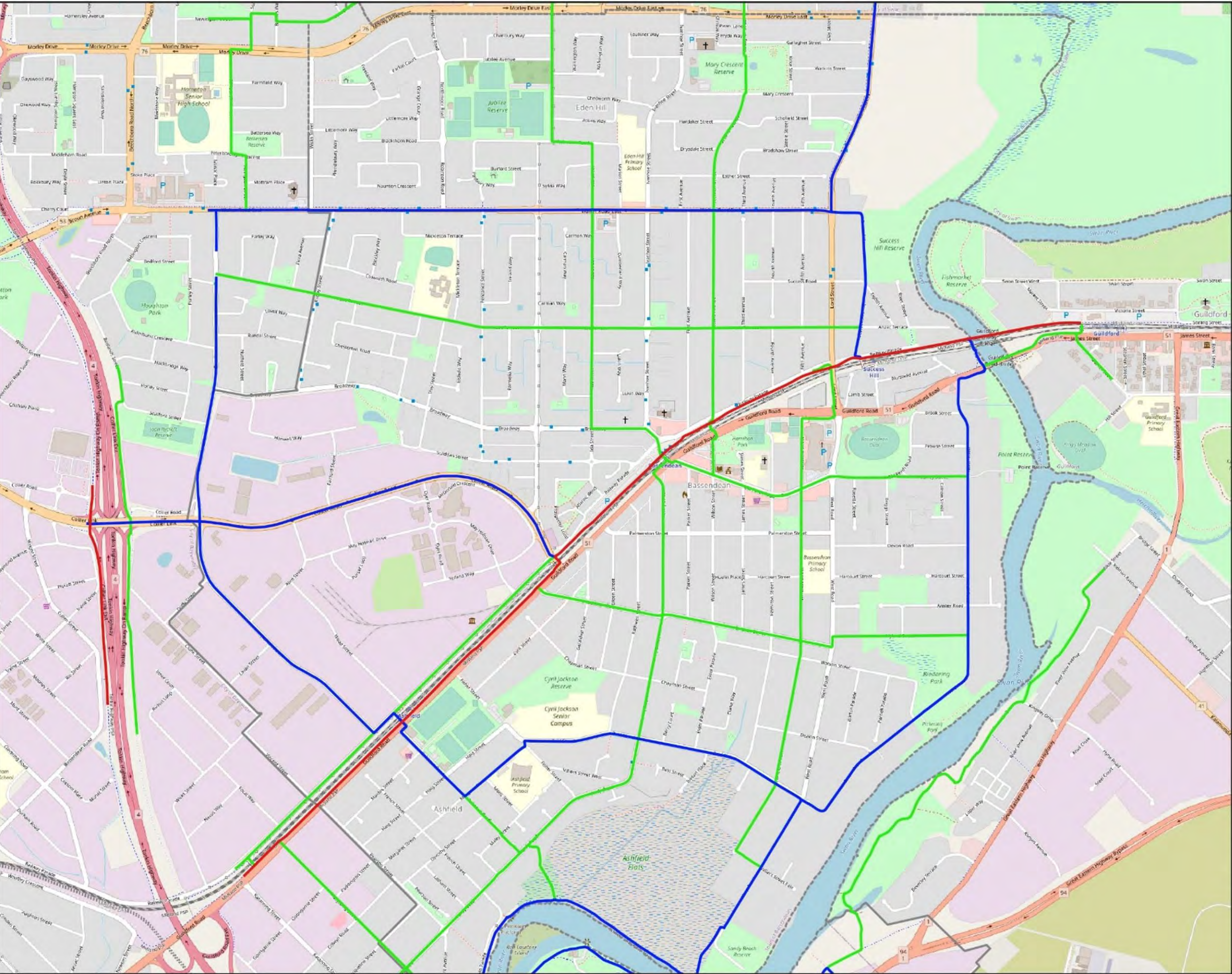


DISCLAIMER:

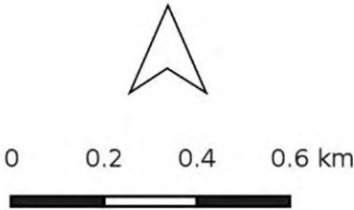
This plan has been produced by the Local Government Authority displayed in the top left hand corner. This plan is confidential and has been produced for discussion purposes only between the Local Government Authority and Department of Transport. This plan does not necessarily represent the view of the Local Government Authority or the Department of Transport.

Town of Bassendean

Final Draft LTCN (May 2020)



- Legend**
- Primary Route
 - Secondary Route
 - Local Route



DISCLAIMER:

This plan has been produced by the Local Government Authority displayed in the top left hand corner. This plan is confidential and has been produced for discussion purposes only between the Local Government Authority and Department of Transport. This plan does not necessarily represent the view of the Local Government Authority or the Department of Transport.



Department of
Transport

LONG TERM CYCLE NETWORK

FOR COUNCIL CONSIDERATION AND ENDORSEMENT



ALL AGES & ABILITIES BICYCLE NETWORK



PROJECT OVERVIEW

- Long Term Cycle Network (LTCN)
- Consultation with 33 LGAs across Perth and Peel
- To agree a long term aspirational bicycle network for the region
- To provide a network of safe and attractive bicycle routes:
 - Provide continuous routes along major corridors
 - Establish links between activity centres and public transport services
 - Provide connections to schools, education sites and local centres



PROJECT HISTORY

- *Cycling Network Plan* part of *Transport @3.5M*.
- No consultation with LGAs.



- Jul 2018 LTCN project begins.
- Project planning & initial engagement with LGAs.



- Council Endorsement of final draft LTCN.
- LGAs with endorsed LTCN eligible for WABN grant funding.

2016

2017

2018

2019

2020



- Change in State Government.
- LTCN project with extensive LGA consultation proposed & funded.



- Detailed engagement with LGA officers.
- State agency review of draft LTCN agreed with each LGA.



LONG TERM CYCLE NETWORK

- 2 year project – July 2018 to June 2020
- DoT and LGA officers have worked together to develop the LTCN
- Routes have been categorised based on their function



Function

Primary routes are high demand corridors that connect to major destinations. They provide high-quality, safe, convenient (and where possible uninterrupted) routes that form the spine of the cycle network.

These routes are conducive to medium or long distance commuting/utility, recreational, training and tourism trips.



Function

Secondary routes have a lower demand than primary routes, but provide similar levels of quality, safety and convenience.

These routes provide connections between primary routes and major activity centres such as shopping precincts, industrial areas or major health, education, sporting and civic facilities.



Function

Local routes are low demand and are predominantly located in local residential areas.

They provide access to higher order routes and local amenities and recreational spaces.



WHY IS THE LTCN IMPORTANT?

- An endorsed LTCN across the Perth and Peel region can **assist in leveraging additional funding for bicycle infrastructure**:
 - Assist State Government in Federal funding applications
 - Assist DoT leverage additional State funding for bicycle infrastructure
- An endorsed LTCN across the Perth and Peel region will **assist with planning of the bicycle network and routes**:
 - Assist State agencies such as Main Roads/PTA/Metronet
 - Assist LGAs with network planning, cross boundary connectivity and bicycle route prioritisation.



HOW WILL THE LTCN BE UPDATED?

- DoT will be updating guidance for LGAs to develop bicycle plans
- It is expected the guidance will require LGAs to review the endorsed LTCN as part developing/updating bicycle plans.
- LGAs typically review bicycle plans every 5 years
- LGAs conduct public consultation when reviewing bicycle plans
- As part of the bicycle plan review LGAs and DoT can work together to modify the endorsed LTCN:
 - Routes can be added to reflect land use changes/new development
 - Routes can be realigned if details are known which excludes a corridor from being considered (engineering constraints/land tenure issues/etc).



WHY SEEK COUNCIL ENDORSEMENT?

- DoT is seeking the aspirational LTCN to be endorsed by Council (Elected Members) across 33 LGAs in Perth and Peel.
- Council endorsement is necessary to demonstrate region wide agreement of the LTCN – which will assist in leveraging funding.
- From July 2020 all WABN grants for Perth and Peel LGAs will be linked to the endorsed aspirational LTCN:
 - Only routes within the endorsed LTCN will be eligible for grants
 - Only LGAs with an endorsed LTCN will remain eligible for grants



COUNCIL ENDORSEMENT

- DoT is seeking Council (Elected Members) to endorse/adopt the aspirational LTCN agreed with LGA officers based on the following statement:

‘Council endorse/adopt the aspirational Long Term Cycle Network (LTCN) developed in collaboration between Council officers and the Department of Transport. Endorsement of the LTCN does not commit Council nor State Government agencies to deliver all, or any part, of the LTCN within a particular timeframe – nor does endorsement commit any party(s) to fund any specific route within the LTCN.

Council endorsement confirms support for local and State Government agencies to work together in delivering the aspirational LTCN over the longer term.’



ATTACHMENT NO. 4

Network Renewal Underground Program Pilot (NRUPP) Co-Funding Agreement

**Electricity Networks Corporation trading as Western
Power**

and

Town of Bassendean



Contents

1	Definitions and interpretation	5
1.1	Definitions	5
1.2	Interpretation	8
2	Project	9
2.1	Project relationship	9
2.2	Project management	10
2.3	Project team responsibilities	11 10
3	Financial	11
4	Insurance	1211
5	Tenders	12
6	Technical	12
7	Dispute resolution	12
8	Cost increases	13
9	Primary equipment sites	13
10	Public relations	13
11	Default and termination	13
12	Force Majeure	14
13	Ownership of infrastructure	14
14	Existing pillar and consumers mains	15
15	Intellectual Property	15
16	Limitation of liability	15
17	Statutory powers	1615
18	Other provisions	16
19	Taxes and duties	16
19.1	GST.....	16
19.2	Other taxes and duties	17 16
20	General	17
20.1	Governing law and jurisdiction	17
20.2	Notices	17
20.3	Invalidity and enforceability	18 17
20.4	Wavier	18 17
20.5	Assignment	18
20.6	Variations.....	18
20.7	Entire Agreement	18
20.8	Miscellaneous	18

Schedule 1

Agreement Details	20
--------------------------	-----------

Schedule 2

Scope of work

2221

Schedule 3

Project Team

2623

Schedule 4

Property owner/occupier communications plan

2724

Schedule 5

Project stages (Western Power and its contractors)

2926

Signing page

3027

Co-Funding Agreement

Date ►

Between the parties

Western Power

Electricity Networks Corporation

ABN 18540492861 of a statutory body corporate established by section 4(1)(b) of the *Electricity Corporations Act 2005* (WA) of 363 Wellington Street, Perth, Western Australia

(Western Power)

LGA

The Local Government Authority

Town of Bassendean - 35 Old Perth Road, Bassendean (the LGA)

Recitals

Western Power has identified overhead distribution assets within the LGA District which are due for replacement.

Western Power and the LGA wish to replace these overhead distribution assets with underground assets, and the LGA is willing to financially contribute to this.

The LGA is willing to contribute to the costs of connecting ratepayers' premises to the new underground network by contributing to the costs of the Project in recognition of the following benefits arising from the Project:

improved network safety;

improved network reliability;

improved streetscapes and visual amenity;

potential for improved property values;

reduced vegetation trimming and lopping costs; and

reduced network maintenance costs.

This Agreement and Project is separate from, and in addition to, any SUPP or UPP project in the LGA District.

Subject to clauses 13(c) and 18(a), Western Power owns and operates the existing overhead electricity distribution system in the LGA District and will own and operate the proposed new underground electricity distribution and standard street lighting system.

The Parties have agreed to enter into this Agreement to establish the funding arrangements for implementing the Project for the Scope of Work.

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Agreement	this funding agreement, which is limited to funding and processes that facilitate Western Power's delivery of the Project.
Authorisations	any approval, authorisation, consent, exception, licence, permit, determination, certificate or registration of or from any Government Agency, including any renewal, variation or modification.
Business Day	a day, not being a Saturday, Sunday or public holiday, on which banks are open for general banking business in Perth, Western Australia.
Claim	a demand, action or proceeding of any nature whether actual or threatened.
Communications Plan	the property owner/occupier communications plan for the Project as set out in Schedule 3.
Consumer Mains Cost	the cost of connecting the consumer's premises to the network by the installation of the consumer mains (being an underground cable connecting a consumer premises to a connection pillar), including the cost of cable and labour.
Dispute Notice	has the meaning set out in clause 7(a).
Event of Default	has the meaning set out in clause 11(a).
Force Majeure	any of the following occurring in Australia: act of God, including cyclone, flood, earthquake, tsunami and bushfire; epidemic or quarantine by order of a Government Agency; war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, act of terrorism, rebellion, riot, revolution, insurrection, martial law or confiscation by order of any Government Agency;

Term	Meaning
	<p>ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel; and</p> <p>industrial action or dispute which affects Western Australia or Australia generally and is not directed at the affected Party, to the extent it:</p> <p>was not caused by an act or omission of the affected Party;</p> <p>was beyond the reasonable control of the affected Party; and</p> <p>could not have been avoided or overcome by the affected Party taking reasonable precautions or steps.</p>
Government Agency	any government, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, statutory or other authority, local council, tribunal, agency or entity or minister of the Crown in any part of the world.
Indirect or Consequential Loss	<p>includes loss of revenue, loss of profit, loss of business opportunity and payment of liquidated sums, penalties or damages under any agreement (other than this Agreement); but</p> <p>does not include damage or losses arising from Claims by third parties or Western Power's personnel in respect of property damage, personal injury or nervous shock.</p>
Intellectual Property	all intellectual and industrial property rights, including trademarks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights.
Item	an item of Schedule 1.
Legislative Requirement	<p>the following in force from time to time:</p> <p>statutes, regulations, by-laws, ordinances and subordinate legislation; and</p> <p>Authorisations.</p>

Term	Meaning
LGA District	the LGA district specified in Item 1 and includes any adjacent or nearby areas specified in the Scope of Work as included in the Project.
LGA Representative	the person appointed by the LGA as its representative under this Agreement in accordance with clause 2.2(f), and as outlined in Schedule 3.
Loss	any liability, cost, expense, loss, personal injury (including illness), death or damage of any kind.
Party	a party to this Agreement.
Practical Completion	all the Scope of Work set out in Schedule 2 being practically complete as determined by the Project Manager and evidenced by issue of a certificate to that effect.
Project	the project initiated by Western Power to install an underground electricity distribution network and remove the overhead power lines in the LGA District, funded via contributions from Western Power and the participating LGA under the terms of this Agreement.
Project Budget	the Project budget prepared in accordance with clause 3 and being the amount so specified in Schedule 1, as updated in accordance with clause 2.2(h).
Project Closeout Fund	additional funds included in the Project Budget to be used, if required, to finalise the Project works (to be determined by Western Power) in the Project Closeout Stage including but not limited to remedying any defects.
Project Closeout Stage	the period of 12 months from the date of Practical Completion of the Project, as stated on the certificate of Practical Completion.
Project Manager	the person appointed by Western Power to deliver the Project as set out in clause 2.2(b).
Project Team	has the meaning set out in clause 2.2(b) and Schedule 3.

Term	Meaning
Reference Rate	a rate equal to 2% + the official cash rate, per annum, pro rata, reviewed monthly by the Reserve Bank of Australia.
Salvage	material that is reusable.
Scope of Work	is the scope of work for the Project as set out in Schedule 2.
Scrap	material excess to the Project or made redundant by the Project.
State Underground Power Program or SUPP	the program initiated by the State Government of Western Australia to implement the retrospective conversion of overhead power lines to an underground system, funded via contributions from the State Government, Western Power and the participating LGA.
Tax	any present or future tax, royalty, levy, impost, deduction, assessment, charge, excise, fee, withholding or duty of any nature imposed, assessed, charged, levied or collected by any Government Agency or other body authorised by Legislative Requirements.
UPP	any retrospective Underground Power Project that is not a SUPP Project.
Western Power IP	any Intellectual Property of Western Power (or licensed to Western Power by a third Party) which Western Power makes available, contributes, brings to or uses in connection with this Agreement.

1.2 Interpretation

In this Agreement, unless expressly stated otherwise:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;

- (f) a reference to a part, clause, Party, annexure, exhibit or schedule is a reference to a part and clause of, or a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this Agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to '\$', 'AUD' or dollars is to Australian dollars, unless stated otherwise;
- (m) a reference to a 'day', 'month' and 'year' is a reference to a calendar day, month and year (respectively);
- (n) a reference to time is to local time in Perth, Western Australia;
- (o) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision; and
- (p) a reference to a body, other than a Party to this Agreement (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2 Project

2.1 Project relationship

- (a) The Parties agree to participate in and financially contribute to the Project for the purpose of Western Power designing and constructing underground electricity distribution systems to service lots in the LGA District in accordance with this Agreement and, in particular, in accordance with the Scope of Work.
- (b) The Project, as described in the Scope of Work, will operate under the name specified in Schedule 1.
- (c) Nothing contained in this Agreement will be deemed or interpreted to create a partnership, association, agency, joint venture, trust or business between the Parties. The Parties agree with each other that their rights, duties, obligations and liabilities to third parties and each other will be several and neither joint and several nor collective and that each Party will be responsible only for its obligations arising under or consequent upon this Agreement.

- (d) The LGA must provide all reasonable assistance to Western Power to enable Western Power to comply with Legislative Requirements relevant to the Project.

2.2 Project management

- (a) A person will be appointed as responsible for the overall management and implementation of the Project (**Project Manager**) who will be a person nominated and employed by Western Power.
- (b) The Project Manager must provide direction to, and seek advice from, a team (**Project Team**) consisting of the positions as set out in Schedule 3. Appointments to the Project Team including the Project Manager will be notified to the LGA.
- (c) Where Project Team members are specified in Schedule 3 as performing key roles and/or responsibilities under this Agreement, the responsible Party (Western Power or the LGA) will provide those personnel to fulfil these requirements. The responsible Party will ensure the personnel has the required skills, experience, direct authorities, delegations and organisational familiarity to carry out their responsibilities fully and effectively.
- (d) The Project Team will meet at least on a monthly basis, but otherwise as required, in order to enable the Project to operate in a continuous manner. The meetings will be chaired by the Project Manager or by the Project Manager's nominee.
- (e) The Project Manager will be responsible for convening Project Team meetings, preparing agenda and ensuring that minutes of meetings of the Project Team are kept and that copies are promptly forwarded to the Parties. The Project Manager will also be responsible for ensuring appropriate records are created and distributed, detailing the outcomes of separate meetings with relevant Project Team members.
- (f) The LGA Representative will from time to time, and as requested by the Project Manager, provide advice and support to the Project Manager on technical and financial matters and the applicable matters listed in Schedule 3.
- (g) The LGA must investigate and provide to the Project Manager, as requested, details of all underground services infrastructure for which the LGA is responsible, including storm water drains.
- (h) The Project Manager must prepare and submit to the Project Team regular information and updates regarding:
 - (1) a Project schedule;
 - (2) the Project Budget;
 - (3) approved for construction design;
 - (4) the Communications Plan; and
 - (5) cash call schedules.
- (i) Each Party will bear its own costs, including salaries, for the positions of any Project Team members.
- (j) The Parties must accept the determination of contract variations and claims approved by Western Power and which remain within the Project Budget, in accordance with its usual practices and policies. Western Power must keep records of all decisions in line with Western Power's corporate record keeping management process.

2.3 Project team responsibilities

- (a) The Project Team, under the direction of the Project Manager, is responsible for the successful outcome of the Project and must, with the help of internal and external resources, formulate, agree and implement the following:
 - (1) Project planning, technical design and preparation of relevant specifications; and
 - (2) stakeholder communications planning including resolution of operational issues of concern to property owners and occupiers.
- (b) Western Power will have the final decision on all technical and electrical engineering matters relating to the electricity network and the Project.

3 Financial

- (a) The LGA will contribute the Consumer Mains Cost, as estimated by the LGA Contribution detailed in Schedule 1.
- (b) Western Power will fund the network connection and removal costs, excluding the Consumer Mains Cost, as estimated by the Western Power Contribution detailed in Schedule 1.
- (c) The Project Manager will prepare, update (if required) and notify the relevant Parties of a Project Budget for the implementation of the Project. No in-kind contributions will be included in the Project Budget. Each Party will bear the costs of its own in-kind contributions.
- (d) The Parties will contribute their respective shares of costs in cash in accordance with clause 3(e).
- (e) The Project Manager (or a nominee of the Project Manager at Western Power) will, based on the Project Budget (as amended from time to time) and anticipated expenditure, make cash calls in respect of the Project on the LGA every two months or as otherwise agreed by the Parties. The LGA must contribute its share of a cash call within 20 Business Days and all such moneys received will be held by Western Power for and on behalf of the Parties for the Project.
- (f) Failure by the LGA to pay a cash call by the due date is an Event of Default. Interest will accrue on any unpaid amount at the Reference Rate.
- (g) The financial records maintained by Western Power with respect to the Consumers Mains Cost will be open to examination and audit by the LGA (at the LGA's cost) at any time (after the execution of this Agreement by both Parties and before the expiry of 6 months after the end of the 120 Business Days mentioned in clause 3(h)) on giving reasonable prior notice. The LGA requesting the audit must present the scope and reasons for requesting the audit.
- (h) Within 120 Business Days of the Project Closeout Stage, or the date of such earlier termination of this Agreement, the Project Manager will arrange for a reconciliation of all amounts paid and owing by the Parties and, if required, a final cash call will be made in order to satisfy all outstanding debts and liabilities of the Project. The final cash call must be paid in accordance with this clause 3. If upon reconciliation of all amounts paid and owing by the Parties, funds remain in the Project account they are to be returned to the relevant Parties within 30 Business Days. Western Power may undertake a preliminary reconciliation and make a preliminary return of funds to the relevant Parties, prior to any final reconciliation.

4 Insurance

- (a) The Parties must obtain adequate insurance cover in respect of the activities of the Project for risks associated with:
 - (1) public liability;
 - (2) professional indemnity;
 - (3) workers' compensation;
 - (4) motor vehicles; and
 - (5) all other relevant risks.
- (b) Each Party will remain responsible for its own excess liability, with the excess not being a cost that is attributed to the Project. The Parties agree that any additional insurance premium required as a consequence of providing extra insurance cover will be the responsibility of that Party and not attributed as a cost to the Project.

5 Tenders

- (a) When resources are required from the external market, the Project Manager will initiate a sourcing event in line with Western Power's approved procurement policy.
- (b) The Project Manager will use formal Western Power tender or quotation processes (with appropriate amendments) and may include the specifications that will be required for road, verge, public and private property reinstatement works which will be provided by the LGA for its LGA District.

6 Technical

- (a) The Project Manager will manage the construction of underground electricity distribution systems to service lots in the LGA District in accordance with the design under this Agreement and the Scope of Work.
- (b) The Project Manager will be primarily responsible for the planning, design and Project Budget estimation work associated with the Project.
- (c) The Project Manager will ensure that the Project complies with all Legislative Requirements and relevant codes of practice or applicable standards.
- (d) Any Scrap or Salvage value will be owned by Western Power.
- (e) All permanent reinstatement works to roadways, road verges, footpaths, driveways and gardens, directly affected by the Project works will be completed in accordance with the "Restoration and reinstatement specification for local governments", published by the Institute of Public Works Engineering, Australia (W.A. Division).

7 Dispute resolution

- (a) If a dispute arises between the Parties relating to the Project, or this Agreement (but not a dispute under a tender or other contract between a Party in its capacity as a contractor and Western Power) then any Party may issue a notice (**Dispute Notice**) to the other Party setting out the nature of the dispute and the time, date and venue (in Perth) of a meeting to resolve the dispute, such meeting to be held within 10 Business Days of the date of the Dispute Notice.

- (b) The Parties will meet, as required by the Dispute Notice, in good faith and attempt to resolve the dispute.
- (c) If the dispute is not resolved (as evidenced by the agreed terms of settlement of the dispute being recorded in writing and signed by both Parties) within 20 Business Days of the date of the Dispute Notice then the dispute will be referred to the Chief Executive Officer of the LGA and the Chief Executive Officer of Western Power. If those persons are unable to resolve the dispute within a further 20 Business Day period, then each Party is free to take whatever action it considers necessary in the circumstances.
- (d) This clause does not apply where a Party considers it necessary to seek urgent injunctive relief.
- (e) Nothing in this Agreement prevents any Party from having legal representation during the resolution of a dispute.

8 Cost increases

- (a) If the Project Manager determines that the Consumer Mains Cost, as estimated by the LGA Contribution nominated in Schedule 1, may be exceeded at any stage of the Project, then the Project Manager must put forward a proposal to the LGA to either increase the LGA Contribution or reduce costs by changing the scope of the Project, terminating the Project, or other appropriate means.
- (b) The Parties will review the proposal submitted by the Project Manager and will agree a mutually acceptable method to amend or terminate the Project (as well as any options to identify additional sources of funding).

9 Primary equipment sites

- (a) Where possible sites for transformers, switchgear and other equipment will be located on road reserves or in public parks or other reserves. Western Power will consult the LGA during the design stage with regard to location of transformers, switchgear and other equipment. The LGA will be responsible for promptly notifying and consulting with the relevant property owners.
- (b) The LGA must use its best endeavours, in respect of the Project, to provide appropriate sites in accordance with clause 9(a).

10 Public relations

- (a) The Parties recognise that the successful implementation of the Project will depend upon effective liaison with the relevant property owners in the LGA District, electricity consumers, occupiers and the general public.
- (b) The LGA will have primary responsibility in consulting with the property owners and occupiers throughout the Project, including but not limited to dealing with queries and complaints. Western Power will provide all necessary appropriate support in managing the Communications Plan.
- (c) The Parties recognise that effective liaison will require that the Parties speak with one voice and not make inconsistent or contradictory public statements.

11 Default and termination

- (a) For the purposes of this clause 11 an event of default (**Event of Default**) occurs if:

- (1) a Party breaches any material obligation which (if remediable) continues without remedy for twenty (20) Business Days after notice in writing has been served on the Party in breach requiring the breach be remedied;
 - (2) a Party breaches a material obligation of this Agreement and that breach cannot be remedied; or
 - (3) a Party suffers or is or becomes subject to external administration.
- (b) If an Event of Default occurs, any Party not in breach may terminate this Agreement by giving a further twenty (20) Business Days' notice in writing to the other Party.
- (c) Upon termination of this Agreement in accordance with this clause 11, the Project Manager must ensure that all work on the Project stops immediately (other than such work as is necessary to enable part completed works to be left in a safe condition). The Parties will be responsible for all work required to enable part completed work to be left in a safe condition. Such work must include but not be limited to filling in all trenches, reinstating all roads and footpaths, and making all electrical equipment safe.
- (d) This clause 11 is subject to clause 7 of this Agreement and a Party will not be deemed to be in default under this Agreement while the dispute is being resolved under clause 7 of this Agreement and will not be deemed to be in default if the dispute has been resolved in that Party's favour.

12 Force Majeure

- (a) If a Party is prevented or delayed in performing a non-financial obligation by or as a result of Force Majeure, such non-financial obligation will be suspended and the affected Party will not be liable to the other Party for its failure or inability to perform such non-financial obligation during the time and to the extent that such performance is prevented or delayed due to Force Majeure.
- (b) If a Party is affected by Force Majeure, it must as soon as reasonably practicable notify the other Party and keep the other Party informed as to the details of any event or circumstances giving rise to Force Majeure and the effect that the Force Majeure will have on that Party performing its obligations under this Agreement.
- (c) The Party affected by Force Majeure must as quickly as possible use all reasonable measures to overcome the effect of the Force Majeure provided that neither Party is required by reason of this clause to settle or resolve any strike, lockout or labour dispute on terms that it considers to be unreasonable.
- (d) If an event of Force Majeure results in the affected Party being unable to perform its material obligations under this Agreement for a continuous period of 6 or more months, either Party may at any time, in its discretion, terminate this Agreement by giving the other Party 1 months' prior written Notice to that effect.
- (e) If this Agreement is terminated pursuant to clause 12(d), the LGA must pay to Western Power any Consumer Mains Cost incurred by Western Power prior to termination that has not already been reflected in contributions paid by the LGA.

13 Ownership of infrastructure

- (a) The Parties acknowledge and confirm that Western Power may, in its sole discretion, install additional infrastructure associated with the distribution and/or transmission of electricity in conjunction with the installation of Project infrastructure. Western Power will fund all directly

attributed incremental costs for the additional infrastructure which will not be part of the Project Budget as set out in Schedule 1. Western Power will keep evidence of apportionment of the project budget for additional scope in line with Western Power corporate record keeping management process which will be subject to and will be open to examination and audit if requested by the LGA on reasonable notice.

- (b) Subject to clause 13(c), the Parties acknowledge that unless otherwise agreed, all infrastructure (including, without limitation, all cables, connection pillars, transformers, street lights, street light columns, communication cables, conduits, pipes, pits and other infrastructure, whether located above ground or below ground) installed as part of or in conjunction with the Project will vest in and be owned by Western Power and Western Power will be solely responsible for its ongoing maintenance and operation from the Practical Completion of the Project.
- (c) The Parties acknowledge that any new underground electrical cable (consumer's mains) between Western Power's connection pillar and the consumer's meter box (or other point of attachment) installed as part of the Project will be the consumer's responsibility for ongoing maintenance and operation and will not vest in or become owned by Western Power.

14 Existing pillar and consumers mains

- (a) It is acknowledged that at some premises in the Project area there may already be installed a connection pillar (typically covered with a green plastic dome) and a consumer's mains (typically an underground cable connecting the premises to the connection pillar).
- (b) The Project Manager will take into account a pre-existing underground connection pillar and consumer's mains for any premises in the Project area in the design of the Project, and the Project Budget, if those pre-existing works meet all the Western Australian electrical requirements.
- (c) The LGA will recognise any savings to the Project and costs incurred by the property owner of an applicable premises achieved by the use of pre-existing works by giving an appropriate discount to the owner's levy payable to the LGA or refund if no levy is applicable.

15 Intellectual Property

Western Power IP remains vested in Western Power and Western Power will own all Intellectual Property in the subject matter developed by Western Power in the performance of the Project works or otherwise under this Agreement.

16 Limitation of liability

- (a) To the extent permitted by law and subject to clauses 16(b) and 16(c), Western Power will have no liability for any Loss suffered or incurred by the LGA arising from or in connection with the performance of the Scope of Works under this Agreement, howsoever arising (including Western Power's negligence).
- (b) Subject to clause 16(c) a Party has no liability to the other, nor is a Party entitled to make any Claim, in respect of any Indirect or Consequential Loss incurred or sustained by the other Party as a result of any act or omission of that Party (whether negligent or otherwise) or as a result of a breach of this Agreement by that Party.
- (c) The limitations of liability in clause 16(b) do not apply in respect of any fraud, deliberate default or wilful misconduct or any act or omission done or not done by a Party with a reckless disregard for the

consequences by the other Party (or any other person for whom the LGA or Western Power is responsible).

- (d) The Parties agree that Part 1F of the *Civil Liability Act 2002* (WA) does not apply to this Agreement.

17 Statutory powers

Nothing in this Agreement reduces or fetters in any way Western Power's statutory powers, including without limitation, its statutory powers to enter land and undertake works under the *Energy Operators (Powers) Act 1979* (WA).

18 Other provisions

- (a) If approved by the Project Manager, additional work that is requested to be undertaken, outside of the Scope of Work, will be a cost borne by the relevant Party requesting such additional work. This includes stand-alone transmission system infrastructure changes. Special lighting or decorative street light columns will become the property of the requesting Party unless otherwise agreed between Western Power and the LGA. Where this work impacts on the Project as determined by the Project Manager, only Western Power preferred vendors must be used, and scheduling will be to Western Power's requirements to ensure effective integration of the work.
- (b) Notwithstanding the description of the Scope of Work, the Project will also include such other streets or areas as unanimously approved by the Parties from time to time.
- (c) The Project Budget will include costs associated with direct transmission system interfacing needs such as retaining existing distribution poles for support or establishing alternate staying arrangements and reestablishment of pilot cable networks.
- (d) A Project Closeout Fund must be included in the Project Budget applicable from Practical Completion for a period of 12 months. Unspent funds at the conclusion of the Project Closeout Stage, will be returned to the Parties in accordance with clause 3(h).

19 Taxes and duties

19.1 GST

- (a) Any reference in this clause 18(d) to terms defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the Parties to another is exclusive of GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this Agreement then the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is, subject to the supplier providing the recipient with a tax invoice as required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), payable at the same time and in the same manner as the consideration to which it relates.
- (d) If a Party refunds to another Party any amount on which GST has been paid, that Party must also refund an amount in respect of any GST paid in respect of that amount.

- (e) If a Party is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement will be net of any input tax credits which may be claimed by the Party being reimbursed in relation to that expense or outgoing.
- (f) Each Party must be registered for GST.

19.2 Other taxes and duties

Subject to clause 19.1, the LGA must pay, or reimburse Western Power for, any of the following and any interest, fine, penalty, charge, fee or other amount imposed on or in relation to the following:

- (a) any Tax on revenue or income received by the LGA;
- (b) any Tax on any thing exported or imported in the performance of the Scope of Work;
- (c) any long service benefits levy or similar Tax relating to the Scope of Work;
- (d) payroll tax or similar Tax relating to the LGA's personnel; and
- (e) any other Tax which the LGA or the LGA's personnel is liable for under any Legislative Requirement, including as a result of or in connection with its performance of this Agreement.

20 General

20.1 Governing law and jurisdiction

- (a) This Agreement is governed by the laws of the jurisdiction set out in Item 65.
- (b) The Parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in the place set out in Item 65, and courts of appeal from them, in respect of any proceedings arising out of or in connection with this agreement. Each Party irrevocably waives any objection to the venue of any legal process in those courts on the basis that it has been brought in an inconvenient forum.

20.2 Notices

- (a) Any notice or other communication that may or must be given under this Agreement must be legible, in writing and delivered by hand or sent by pre-paid post or email to a party at the address or email address for that party set out in Item 54.
- (b) A notice sent by post is regarded as given and received:
 - (1) if the address to which a notice sent in accordance with clause 20.2(a) is an Australian address, on the third Business Day following the date of postage; or
 - (2) if the address to which a Notice sent in accordance with clause 20.2(a) is not an Australian address, on the eighth Business Day following the date of postage.
- (c) Subject to clause 20.2(d), an email is regarded as received one hour after it is sent, unless the sender receives notification from its or the recipient's email server that the email is undeliverable or was not delivered.
- (d) A Notice delivered or received other than on a Business Day or after 4:00pm (recipient's time) is regarded as received at 9:00am on the following Business Day, and a Notice delivered or received before 9:00am (recipient's time) is regarded as received at 9:00am.

20.3 Invalidity and enforceability

- (a) If any provision of this Agreement is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 20.3(a) does not apply where enforcement of the provision of this Agreement in accordance with clause 20.3(a) would materially affect the nature or effect of the Parties' obligations under this Agreement.

20.4 Waiver

- (a) Waiver of any requirement, right, power, authority, discretion or remedy arising under this Agreement, including those arising upon default under this Agreement, must be in writing and signed by the Party granting the waiver.
- (b) A partial exercise, or a failure or delay in the exercise, of:
 - (1) a right arising from a breach of this Agreement; or
 - (2) a right, power, authority, discretion or remedy created or arising upon default under this Agreement,
 does not result in, and a party may not allege that it constitutes, a waiver of that right, power, authority, discretion or remedy.
- (c) A full or partial waiver in respect of a breach of a term of this Agreement is not a waiver in respect of further or other breaches of the same or any other term of this Agreement.
- (d) This clause 20.4 may only be waived by written notice.

20.5 Assignment

The LGA must not assign, novate, transfer or otherwise deal with its interests, rights or obligations (including any payment due) under this Agreement, or any part of it, without Western Power's prior written approval.

20.6 Variations

None of the terms of this Agreement can be varied, waived, discharged or released, except by the express written agreement of the Parties.

20.7 Entire Agreement

- (a) This Agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- (b) The LGA has not relied on any statement or representation by Western Power not expressly included in this Agreement.

20.8 Miscellaneous

- (a) The powers and duties of the Auditor General of Western Australia are not limited or otherwise affected by the terms and conditions of this Agreement.

- (b) Western Power and the LGA must allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine all records concerning this Agreement.
- (c) Subject to clause 20.8(d), information exchanged between the Parties, and documents prepared pursuant to this Agreement, which are identified as confidential, must not be disclosed by a Party to any third party. These obligations do not apply to:
 - (1) any disclosure of information to legal advisers who are under a duty of confidence;
 - (2) any disclosure made with the other Party's prior written consent (not to be unreasonably withheld); and
 - (3) any disclosure required by a Legislative Requirement (including any order of a court of competent jurisdiction) or the rules of any stock exchange or statutory duty.
- (d) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992* (WA).
- (e) The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.
- (f) Any express provision of any Schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.
- (g) Any action to be taken by either party in performing its obligations under this Agreement must be taken at its own cost and expense unless otherwise provided in this Agreement.
- (h) This clause 20 and clauses 1, 3(g), 7, 11, 13, 15, 16, 17 and 19 and any other obligations which are expressed to or, by their nature, survive expiry or termination of this Agreement in this Agreement, will survive the expiry or termination of this Agreement and will continue in full force and effect.

Schedule 1

Agreement Details

Item	Clause Ref	Clause Description	Detail																								
1	Recital B, C and E, clauses 1.1 and 2.1	LGA District																									
2	2.1(b)	Project name	Network Renewal Underground Program Pilot (NRUPP) – Eden Hill																								
3	3(a)	Project Budget	<div>Western Power Contribution\$10,980,000</div> <div>LGA Contribution\$1,960,000\$2,274,528</div> <div>Total (Project Budget)\$13,254,528\$2,940,000</div>																								
<u>4</u>	<u>3(f)</u>	<u>Cash Call Schedule</u>	<table><tr><th><u>No.</u></th><th><u>Due</u></th><th><u>Amount</u></th></tr><tr><td><u>1</u></td><td><u>28.12.2020</u></td><td><u>\$303,270</u></td></tr><tr><td><u>2</u></td><td><u>28.02.2021</u></td><td><u>\$416,996</u></td></tr><tr><td><u>3</u></td><td><u>28.04.2021</u></td><td><u>\$416,996</u></td></tr><tr><td><u>4</u></td><td><u>28.06.2021</u></td><td><u>\$416,996</u></td></tr><tr><td><u>5</u></td><td><u>28.08.2021</u></td><td><u>\$416,996</u></td></tr><tr><td><u>6</u></td><td><u>28.10.2021</u></td><td><u>\$303,274</u></td></tr><tr><td><u>Total</u></td><td></td><td><u>\$2,274,528</u></td></tr></table>	<u>No.</u>	<u>Due</u>	<u>Amount</u>	<u>1</u>	<u>28.12.2020</u>	<u>\$303,270</u>	<u>2</u>	<u>28.02.2021</u>	<u>\$416,996</u>	<u>3</u>	<u>28.04.2021</u>	<u>\$416,996</u>	<u>4</u>	<u>28.06.2021</u>	<u>\$416,996</u>	<u>5</u>	<u>28.08.2021</u>	<u>\$416,996</u>	<u>6</u>	<u>28.10.2021</u>	<u>\$303,274</u>	<u>Total</u>		<u>\$2,274,528</u>
<u>No.</u>	<u>Due</u>	<u>Amount</u>																									
<u>1</u>	<u>28.12.2020</u>	<u>\$303,270</u>																									
<u>2</u>	<u>28.02.2021</u>	<u>\$416,996</u>																									
<u>3</u>	<u>28.04.2021</u>	<u>\$416,996</u>																									
<u>4</u>	<u>28.06.2021</u>	<u>\$416,996</u>																									
<u>5</u>	<u>28.08.2021</u>	<u>\$416,996</u>																									
<u>6</u>	<u>28.10.2021</u>	<u>\$303,274</u>																									
<u>Total</u>		<u>\$2,274,528</u>																									
<u>45</u>	20.2	Notice details	Western Power 363 Wellington Street, Perth WA 6000 upp@westernpower.com.au LGA 35 Old Perth Road, Bassendean mail@bassendean.wa.gov.au																								
<u>56</u>	20.1	Governing law and jurisdiction	Western Australia																								



HERBERT
SMITH
FREEHILLS

Schedule 2

Scope of work

1 Generally

- (a) This Project involves the planning, design, installation and commissioning of an underground electricity supply distribution system in the area of Eden Hill. Residential and commercial lots are included.
- (b) The geographic area of the Project is shown on the attached site plan as set out below.
- (c) The Scope of Work covered by the Project consists of:
 - (1) planning and design of a new underground high and low voltage distribution system including service run outs (consumer mains) and standard Western Power streetlights, where required. Standard streetlights located as per minimum requirements of relevant Australian Standard;
 - (2) contract establishment for the acquisition of labour, equipment, materials and related services;
 - (3) Project, contract management and site management;
 - (4) stakeholder communications planning including resolution of operational issues of concern to property owners and occupiers;
 - (5) identification of any relevant deficiencies in the existing electrical installation of properties and notification to owners for their remedial action;
 - (6) installation, connection, commissioning and energisation of all cables, plant and equipment and associated works that constitute the new distribution system, including street lighting systems and conversion to underground of all existing overhead service connections from each property boundary to the property building;
 - (7) all permanent reinstatement works to roadways, road verges, footpaths, driveways and gardens, directly affected by the Project works, in accordance with clause 6(e);
 - (8) removal of the redundant overhead distribution system and street lighting;
 - (9) Practical Completion validation of the Project; and
 - (10) asset handover of the new system including updates to Western Power's asset management data system (eg SPIDAView).
- (d) The Project commencement date will be by mutual agreement between the Parties. A Project schedule will be issued before commencement.

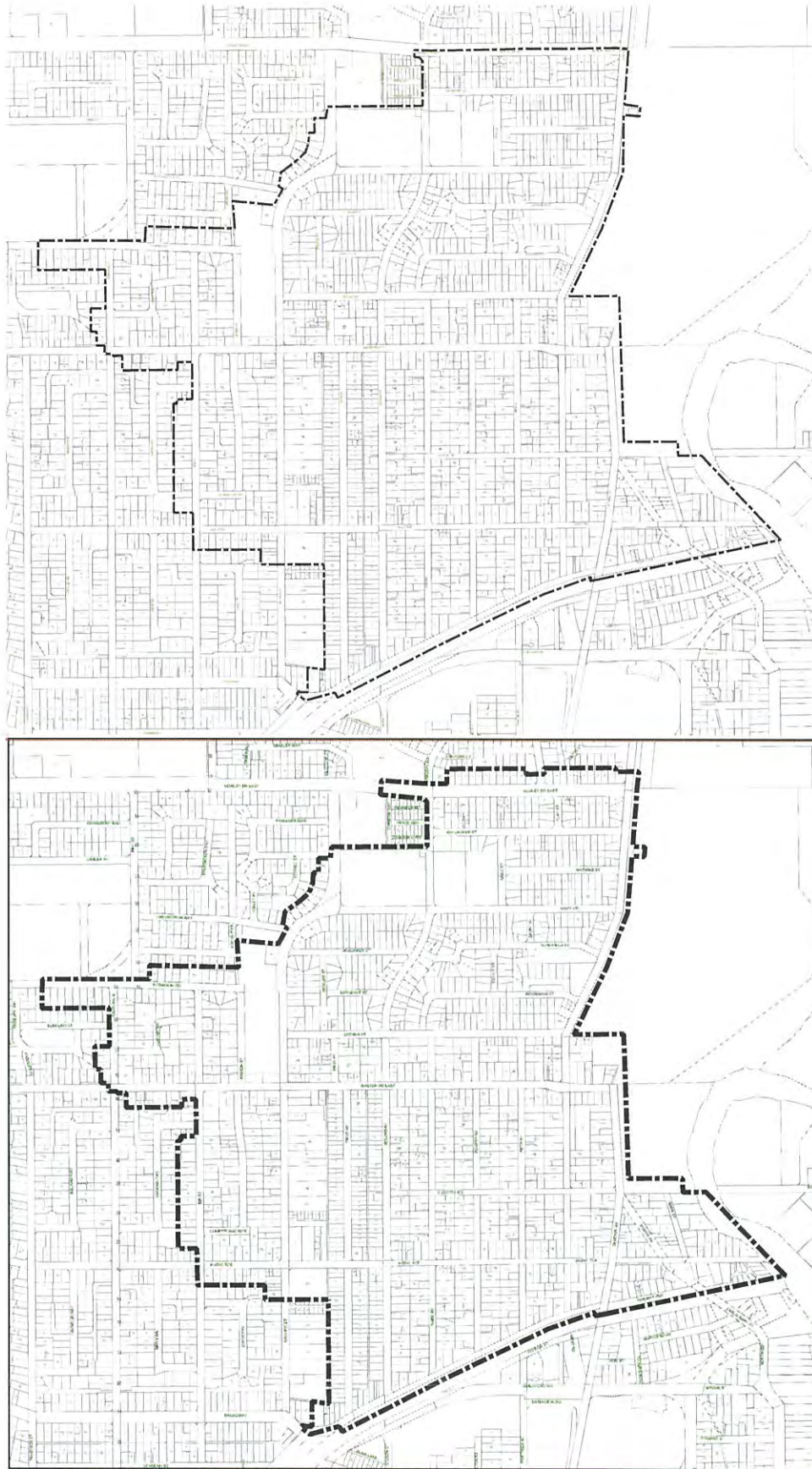
2 Location

The project is located in the Eden Hill area bounded by Walter Road East to the north, Lord Street and the Swan River to the east, Railway Parade to the south and Ivanhoe Street, Ida Street and Iolanthe Street to the west.

3 Indicative Construction Period

155 month construction period

4 Site Plan



5 Indicative Milestone Dates

Milestone	Date
Design Commencement	January 2020
Co-Funding Agreement	March 2020
Design Completion	May 2020
Construction Commencement	August-August 2020
Construction Completion	November 2021
Defects Liability Period End	November 2022

Schedule 3

Project Team

Role	Responsibilities
Project Manager (Appointed by Western Power)	<ul style="list-style-type: none"> • Overall responsibility for Project management. • Assess risk and review controls. • Project evaluation, scope and programs. • Project budget and planning control. • Expenditure reviews. • Business reports. • Stakeholder Management. • Project delivered to a quality standard on time and within budget.
LGA Representative (Appointed by LGA)	<ul style="list-style-type: none"> • Representation of LGA on Project Team. • Identify and assist in managing LGA Project interface issues. • Liaise with Project Communications Consultant on stakeholder management issues. • Carry out agreed Project activities as requested by Project Manager including: <ul style="list-style-type: none"> – supply of specialised pavers, sand, blue metal or slabs in small quantities; and – arranging LGA repair services for specialised reinstatement of concrete, bitumen or verges. • Provide advice and support as requested by the Project Manager. • Carry out public relations with LGA ratepayers and residents regarding the Project including being initial point of contact for all queries and complaints about the Project. • Advise on LGA's preferred location for Western Power equipment such as transformers and ring main units (RMUs).

Schedule 4

Property owner/occupier communications plan

1 Objectives

- Inform each affected property owner and occupier in sufficient detail before and after the key work stages of street and house services, power supply changeover and demolition.
- Establish a timely and effective response to property owner/occupier issues.

2 Property Owner/Occupier Communications Schedule

No.	Category	Property Owner	Occupier	Responsibility	Support
1	Design Stage – Primary Equipment	Consultation		LGA	Western Power
2	1 month before Project start	Information letter/brochure		LGA	Western Power
3	1 week before start of street / house service for cell		Start-up advice	Western Power	
4	Immediately after completion of street / house service		Information letter	Western Power	
5	1 week before streetlight installation		Installation Advice	Western Power	
6	2 weeks before power supply changeover	Information letter		Western Power	LGA
7	2 days before power supply changeover		Changeover advice	Western Power	
8	Completion survey	Information survey		LGA	Western Power
9	General Project Issues			LGA	Western Power

Overall Coordination: Project Manager

Schedule 5

Project stages (Western Power and its contractors)

Project Stage	Project Phase Deliverables
Proposal Stage	Tender and evaluation of design contract Award and execution of design contract Fit for construction design package Tender and evaluation of construction contract Project Budget Project Schedule Stakeholder Communications Plan
Funding Agreement Approval	Complete detailed estimate Funding Agreement sign off
Construction Award and Delivery	Execute construction contract Monthly Progress report Construction Contract Practical Completion
Project Close Out	Project Close Out Report (inc. Financial Statement) Financial Distribution / Settlement

Signing page

Executed as an agreement

Western Power

Signed by
Electricity Networks Corporation
 in accordance with section 135(4) of
 the *Electricity Corporations Act 2005*
 (WA)

sign here ► _____ *sign here* ► _____
 Authorised officer

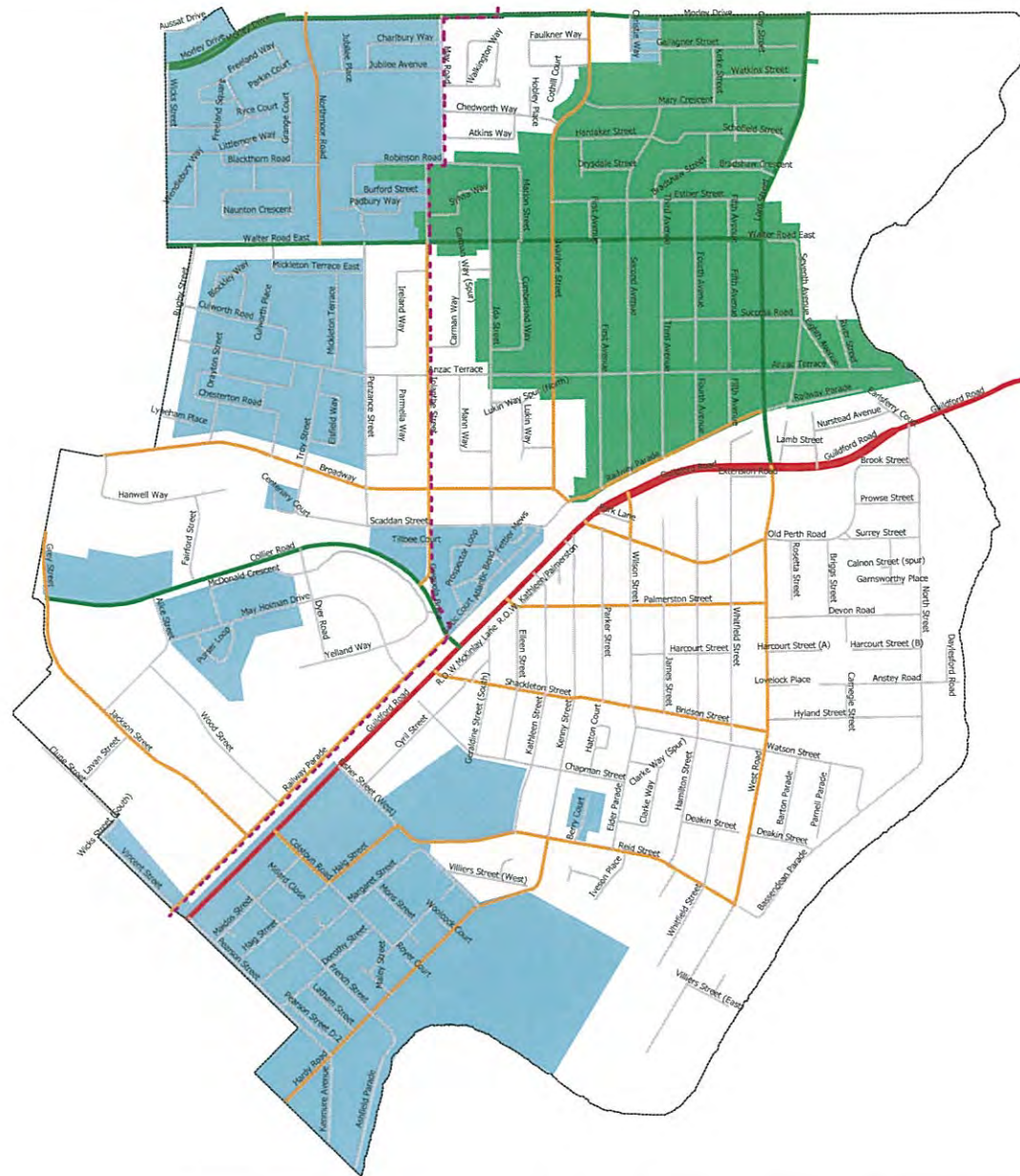
print name _____ *print name* _____

LGA

Signed by an authorised officer on
 behalf of
Town of Bassendean
 Pursuant to a resolution of council

sign here ► _____ *sign here* ► _____
 Chief Executive Officer

print name _____ *print name* _____



Town of Bassendean Underground Power Zones

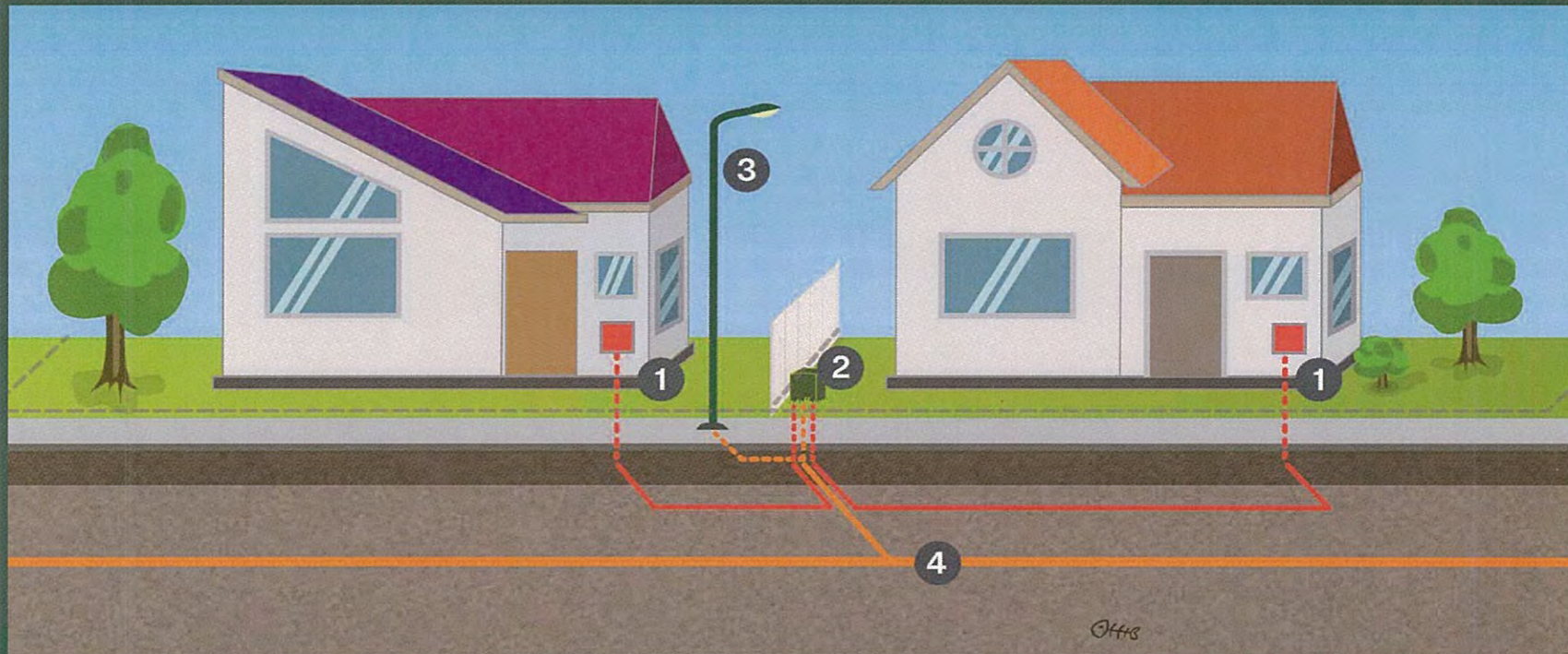
35 Old Perth Road
Bassendean WA 6054

Drawn by: Ben Symmons

Date: 17 February 2020

Funding Model

- ♦ The Town of Bassendean will be requested to fund the Operating Expenditure (Opex) portion of the works (1 – residential consumer mains)
- ♦ Western Power will fund the Capital Expenditure (Capex) portion of the undergrounding works, which includes all of Western Power's infrastructure (2,3,4)



ATTACHMENT NO. 5

Policy Number: Local Planning Policy No xx
Policy Title: Design Review Panel

1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. This Policy may be cited as Local Planning Policy xx – Design Review Panel.

2. Policy Statement

To detail the types of proposals required to be subject to formal Design Review and to formalise the arrangement with the City of Bayswater in relation to its Design Review Panel (DRP).

3. Application of Policy

This Policy applies to the following proposals or applications for development approval:

- (a) Residential and/or Commercial proposals in the Town Centre Zone.
- (b) All developments that are subject to State Planning Policy No. 7.3 - Residential Design Codes Volume 2 - Apartments.
- (c) Residential and/or Commercial proposals that are three storeys or 9.0 metres high or more in height.
- (d) Residential proposals comprising eight or more grouped dwellings.
- (e) Any proposal that is to be determined by a Joint Development Assessment Panel.
- (f) Activity Centre Structure Plans and Local Development Plans.**
- (g) Any other proposal, application, planning matter or project that the Town considers may be of a complex or contentious nature and/or likely to be of significant community interest and/or where it is considered it will benefit from formal design review.

4. Objectives

- (a) To acknowledge the agreement between the Town of Bassendean and the City of Bayswater relating to the use of the City of Bayswater DRP to undertake design review of proposals and applications for land within the Town of Bassendean.
- (b) To improve the design quality and functionality of new development within the Town through independent expert advice.
- (c) To outline the matters to be considered by the DRP when providing design advice on Development Applications and other planning proposals.

5. Policy

- 5.1 Proposals and applications on land within the Town of Bassendean are to be considered by the City of Bayswater DRP as if it were a Town of Bassendean DRP.
- 5.2 The DRP does not make, nor should its advice be conceived to imply, a decision on, or approval of a Development Application. The Town or relevant Responsible Authority is not bound by advice given by the DRP but shall give due regard to the advice provided by the DRP.
- 5.3 The DRP shall deal with matters which have been referred to the DRP for comment and provide advice consistent with **principles of good design**, objectives, intent and provisions of Town of Bassendean Local Planning Scheme, policies, strategies and any other relevant planning requirement.
- 5.4 The general functioning of the DRP will be as per the City of Bayswater DRP: <https://www.bayswater.wa.gov.au/online-services/forms-and-publications/information-sheets/2019/city-of-bayswater-design-review-panel-terms-of-ref>.
- 5.5 Fees are to be paid to the Town in accordance with Council's adopted schedule of fees and charges.
- 5.6 The Town encourages the use of the DRP early in the design concept stage, including prior to the formal lodgement of proposals or applications for development approval.**

Document Control

Directorate	Community Planning
Business Unit	Development and Place
Inception Date	[Insert OCM RESOLUTION NO & DATE]
Version	
Next Review Date	2022

ATTACHMENT: SUBMISSIONS - DRAFT DESIGN REVIEW PANEL

1	Affected Property: 5 Fourth Avenue Bassendean	Postal Address: 5 Fourth Avenue BASSENDEAN WA 6054
Summary of Submission		Comment
Object to the proposal.		
1.1	The City of Bayswater Panel with a fee of \$2,500 is an unnecessary cost burden particularly on small developers. The fee should only be applicable if the applicant has gone through two design review panel meetings prior to lodgement and still has not received support based on the 10 design principles.	See discussion contained in the report.
1.2	The Town of Bassendean should take on a City of Vincent or Stirling approach to design review and should appropriately invest in design. For the price of less than a Senior Planner the Town would have invaluable design expertise available to it.	It is considered that a user pays model is appropriate for the reasons outlined in the report. The Town does not currently have the volume of applications that meet the proposed design review thresholds to warrant appointing an in-house urban designer and in any event, such an approach would not align with State Government guidance on design review.
1.3	I strongly object to a DRP in which the local government has not shown true commitment to by investing rate payers funds showing that it truly values design review as part of the development assessment process. This is quite disappointing.	The opinion is noted.

2	Affected Property: 7 Rosetta Street Bassendean	Postal Address: 7 Rosetta Street BASSENDEAN WA 6054
Summary of Submission		Comment
Support to the proposal.		
2.1	Strongly support access to a Design Review Panel to facilitate high quality design outcomes and inform decision-making by the Town.	Noted.

3	Affected Property: 17/36 Ivanhoe Street Bassendean	Postal Address: 17/36 Ivanhoe Street BASSENDEAN WA 6054
Summary of Submission		Comment
Support to the proposal. 3.1 Suggest inclusion under 3. Application of Policy of 'Any development proposal that is required under an adopted activity centre plan or local development plan, to achieve exemplary architectural merit as determined by a Design Review Panel'. The inclusion of this point would ensure certain strategic development sites within the Town (once identified within an appropriate planning tool) will achieve an exceptional design standard regardless of the other policy criteria. It may also be easier to insert such requirement into a ACP/LDP during its preparation/adoption than to go back and amend an LPP.		Agreed. Refer to 'Application of Policy' section of report.
3.2 Suggest 3(e) is modified to apply only to mandatory DAP applications (i.e. >\$10m). Some \$2-10m developments that opt for a DAP determination could be set in the middle of the industrial estate and may not necessarily have a net benefit from a design review process/resourcing etc.		Disagree. Refer to 'Application of Policy' section of report.
3.3 I query the necessity of 5.3 - design advice should align with the principles of good design, not the provisions of the local planning scheme which may or may not facilitate the design outcome.		Agreed. The draft Policy has been updated to reflect this change.
3.4 Suggest including a provision encouraging the use of the DRP early in the design concept stage and at least once prior to the lodgement of a planning/development proposal.		Agreed. The draft Policy has been updated to reflect this change.
3.5 Finally, a query as to whether it is possible to influence the running of the DRP (via Bayswater) to ensure some level of consistency in the iterative review of a proposal by the same panel members. This would avoid the situation too commonly seen where new matters are raised say at the second or third review by a new member that hasn't been party to previous discussions.		Noted. Where multiple reviews of applications are required, the City of Bayswater requires applications to be considered by the same panel members.

ATTACHMENT NO. 6

1.17 Development Bonds Policy - Compliance With Conditions of Planning Consent

Policy

It is the Council's intention to require a bond as a condition of development approval to be lodged with the Council prior to the issue of a Building Permit.

The bond is required to ensure that all landscaping, reticulation, construction of parking areas, screen walls and any other associated works are completed to the satisfaction of the Town.

A bond is acceptable in the form of cash or a bank guarantee. Interest is not payable on these funds.

Application of Policy

This policy applies to all developments where Council has granted development approval subject to conditions, requiring that all landscaping, reticulation, construction of parking areas, screen walls and any other associated works are completed to the satisfaction of the Town.

This policy does not apply to developments involving the erection of a single house or additions/alterations to a single house.

RELATIONSHIP TO LOCAL PLANNING SCHEME NO 10

This policy complements Local Planning Scheme No 10. The Scheme contains the following clauses relating to occupation of buildings:

Clause 5.1 states that any development of land is to comply with the provisions of the Scheme.

Clause 5.7.2.1 states a person shall not develop or use land or erect, use or adapt any building for use for the purpose indicated in Table 1 of the Scheme, unless car parking spaces of the numbers specified in Table 2 are provided and such spaces are constructed, marked and maintained in accordance with the provisions of the Scheme

Clause 5.7.2.3 states classification certificates for any buildings or structures requiring such certificates shall be issued only after all parking and loading facilities have been completed in accordance with the Scheme;

Clause 11,4 states a person must not:

- (a) contravene or fail to comply with the provisions of the Scheme;
- (b) use any land or commence or continue to carry out any development within the Scheme area:
 - (i) otherwise than in accordance with the Scheme;
 - (ii) unless all approvals required by the Scheme have been granted and issued;
 - (iii) otherwise than in accordance with any conditions imposed upon the grant and the issue of any approval required by the Scheme; and
 - (iv) otherwise than in accordance with any standards laid down and any requirements prescribed by the Scheme or determined by the local government under the Scheme with respect to that building or that use.

Section 218 of the Planning and Development Act 2005 provides that a person who fails to comply with the provisions of a Local Planning Scheme is guilty of an offence and is liable for a penalty of up to \$200,000 and a daily penalty of \$25,000 for each day during which the offence continues.

POLICY OBJECTIVES

To ensure that a high standard of amenity is achieved within the Town of Bassendean.

To ensure that the provisions of the Town of Bassendean Local Planning Scheme No 10 are complied with.

To ensure that all conditions of development approval and all works necessary to complete a development are carried out prior to occupation of a building.

REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT

Grouped dwelling additions to existing single dwellings to form grouped dwelling sites

Subject to the following clause, where development approval is granted for a grouped dwelling addition to an existing single house to form 2 or more grouped dwellings, the new dwellings shall not be occupied until the upgrading works are carried out and all of the conditions of development approval have been complied with to the satisfaction of the Town.

With the agreement of Council's Manager Development Services, the new dwelling may be occupied by the resident of the existing house, subject to a written agreement being provided that all outstanding works will be completed within 3 months of occupation of the new dwelling.

A bond of \$2,000, or \$1,000 per dwelling unit and including the existing dwelling (whichever is the greater), is required prior to the issue of a Building Permit.

New Grouped or Multiple Dwellings

A bond of \$1,500, or 1.5% of the estimated cost of the development (whichever is the greater), is required prior to the issue of a Building Permit.

Temporary Retention of Existing Dwelling During Construction of New Dwelling

In cases where a development proposal is contingent upon the demolition of an existing dwelling, and that dwelling is proposed to be retained until the development is complete or partially complete, a bond of \$5,000 is required prior to the issue of a Building Permit.

Any development approval will be conditional upon the demolition of the existing dwelling within one month of occupation of the new dwelling.

REQUIREMENTS FOR INDUSTRIAL OR COMMERCIAL DEVELOPMENT

A bond of \$2000 or 2% (which ever is the greater) of the estimated cost of development as determined by the Town's Building Surveyor. This sum may be varied if special circumstances exist, such as the development involving significant building works.

RETURN OF DEVELOPMENT BONDS

Residential Development

Monies may be returned following an inspection of the premises by Council officers indicating all development requirements have been completed to the satisfaction of the Manager Development Services.

Industrial/Commercial Development

Monies may be returned in two (2) stage payments for industrial and commercial development. Upon completion of 75% of the value of the outstanding works as determined by Council's Building Surveyor, 50% of the bond money may be returned to the applicant. The remaining 50% of bond monies will be returned upon completion of the development, to the satisfaction of the Manager Development Services.

Where an applicant requests a staged return of bond monies, the applicant shall supply detailed estimates of the bonded work undertaken.

ENFORCEMENT

Should a building be occupied in contravention of the Local Planning Scheme No.10, and the provisions of this policy, the Council will undertake enforcement action as allowed for by the Scheme.

Where Council officers become aware that a building is being occupied in contravention of the Scheme and this policy the following procedure will generally apply.

The owner of the property will be advised verbally that the premises is being occupied in contravention of the Town of Bassendean Local Planning Scheme No 10 and informed of the implications of the breach of development approval.

The above advice will be confirmed in writing and the owner will be instructed to advise Council in writing, how they intend to resolve the matter to the satisfaction of Council within 14 days. The letter must also specify the estimated time likely to complete the works to remove the breach of development approval.

If the owner of the property fails to indicate that the contravention to the Scheme will be addressed within a reasonable time, or fails to comply with a previous undertaking, a report on the issue will be presented to Council, which may result in prosecution proceedings being pursued.

Application

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

<p>Policy Type: Strategic Policy</p> <p>Responsible Officer: Chief Executive Officer and Manager Development Services</p>	<p>Link to Strategic Community Plan: Town Planning and Built Environment</p> <p>Last Reviewed: January 2018 V3</p> <p>Next Review due by: December 2020</p>
---	--

ATTACHMENT NO. 7

PETITION
TO THE TOWN OF BASSENDEAN
NEW STREET TREES
ON
NORTHMOOR ROAD, EDEN HILL

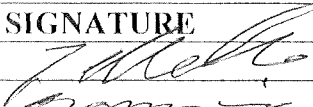
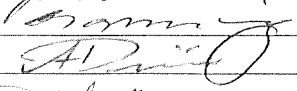
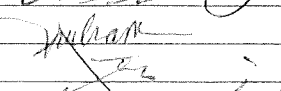
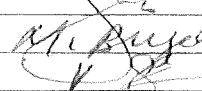





THIS PETITION IS FROM THE RESIDENTS OF NORTHMOOR ROAD, EDEN HILL, WHO LIVE OPPOSITE JUBILEE RESERVE.

WE REFER TO THE LETTER FROM THE TOWN DATED 14 APRIL 2020 IN WHICH ADVICE IS GIVEN THAT TREES ARE SOON TO BE PLANTED ON PROPERTY VERGES IN NORTHMOOR ROAD AS PART OF THE TOWN'S URBAN GREENING STRATEGY.

* * * * *

WE, THE UNDERSIGNED, PETITION THE TOWN NOT TO PLANT THE PROPOSED TREES, AS IT IS CONSIDERED THAT THERE ARE ALREADY AN ADEQUATE NUMBER OF TREES OF DIFFERENT SPECIES ON THE VERGE OF JUBILEE RESERVE WHICH SATISFY THE TOWN'S OBJECTIVES IN PLANTING THE PROPOSED NEW TREES - THAT IS, ENVIRONMENTAL, ECONOMIC AND HEALTH AND WELLBEING BENEFITS.

WE ALSO HAVE CONCERNS ABOUT THE NEGATIVE IMPACTS OF FURTHER TREES IN THE AREA, SUCH AS ADDING TO ALREADY OCCURRING ROAD DAMAGE FROM TREE ROOTS, LEAF BLOCK IN STREET DRAINS CAUSING FLOODING, CONSEQUENTIAL DAMAGE TO BUILDINGS FROM BLOCKED GUTTERS, AND TREE DROPPINGS ADDING TO THE WORK WE DO IN MAINTAINING THE FRONTAGES OF OUR PROPERTIES TO AN ACCEPTABLE STANDARD.

NAME	ADDRESS	SIGNATURE
FEL MELENIS INC	35 Northmoor	
Pat Manning	33 Northmoor	
ALDO PASINI	39 NORTHMOOR	
Hang Vo & Hao Nguyen	41 NORTHMOOR	
WARREN SACKS	43 Northmoor	
Maha Bulzovich	45 Northmoor	
Shoba Ratnagchal	29 Northmoor Rd	
Frances Kest	27 Northmoor Rd.	
CAROL BARLOW	31 Northmoor Rd	
DATED: 15 APRIL 2020	37 Northmoor	

ATTACHMENT NO. 8



TOWN OF
BASSENDEAN
Home by the Swan

BASSENDEAN LOCAL EMERGENCY MANAGEMENT COMMITTEE

INSTRUMENT OF APPOINTMENT & DELEGATION

1.0 NAME

The Committee shall be known as the Bassendean Local Emergency Management Committee (BLEMC).

2.0 ROLE

The role of the BLEMC is:

1. To advise and assist the Town of Bassendean in ensuring that local emergency management arrangements are established for the Town;
2. To liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements; and
3. To carry out other emergency management arrangement activities as directed by the SEMC or prescribed by the regulations.

3.0 FUNCTIONS

1. To assist with the preparation and approval of the Bassendean Local Emergency Management Plan and submit such plans to the Metropolitan Emergency Management Advisory Committee (MEMAC) for approval.
2. To review at least annually, the Bassendean Local Emergency Management Plan.
3. To assist in the preparation of emergency management operating procedures for application in the Town of Bassendean.
4. To ensure appropriate testing and exercising of the local emergency management plan.
5. To prepare an annual report of the activities of the Committee for submission to MEMAC.

6. To provide assistance to the Local Emergency Coordinator and Lead Combat Authorities during emergency management operations.
7. To carry out such other emergency management functions as directed by MEMAC.

4.0 MEMBERSHIP

The Council appoints to the Committee those persons whose names appear in Section 4.0 below. Membership of the Committee shall, unless otherwise specified, be for a term ceasing at the date of the Local Government election in the year the Town's local government elections are held, after which time the Council may appoint members for a further term.

Membership of the Committee shall be:

- * Two Councillors of the Town of Bassendean.
- * The Officer in Charge of the Kiara Police or delegate.
- * The Officer in Charge of the Fire and Rescue Service or delegate.
- * The Officer in Charge of the local WA SES unit.
- * The Officer in Charge of the St John Ambulance District or delegate.
- * An Officer from the Department of Family and Children's Services.
- * Relevant Council staff members as determined by the CEO.

5.0 PRESIDING MEMBER

The Committee shall appoint a Presiding Member and Deputy Presiding Member to conduct its business. The Presiding Member shall ensure that minutes of the proceedings are kept and that business is conducted in accordance with the Town of Bassendean Standing Orders Local Law 2011.

The Local Government Act 1995 places responsibility for speaking on behalf of Council with the Mayor, or the CEO if the Mayor agrees.

The Presiding Member and members of Council committees are to refrain from speaking publicly on behalf of the Committee or Council, or to issue any form of written material purporting to speak on behalf of the Committee or Council without the prior approval of the Mayor.

6.0 MEETINGS

The Committee shall meet quarterly.

- 6.1 Notice of meetings shall be given to members at least 3 days prior to each meeting.
- 6.2 If any member is absent from 3 consecutive meetings without leave of the Committee, they shall forfeit their position on such Committee. The Council shall be informed, who will appoint a replacement for the balance of the Committee's term of appointment.
- 6.3 The Town of Bassendean will provide technical advice and secretarial and administrative support through the Director Community Planning.
- 6.4 The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall, not later than 5 days after each meeting, provide Council with a copy of such minutes.
- 6.5 All members of the Committee shall have one vote. If the votes of the members present are equally divided, the person presiding must cast a second vote.
- 6.6 The Local Government Act 1995 places responsibility for speaking on behalf of Council with the Mayor, or the CEO if the Mayor agrees.

7.0 EXPENDITURE

The Committee shall not have the power to expend Council funds.

8.0 QUORUM

Quorum for a meeting shall be at least 50% of the number of officers, whether vacant or not. A decision of the Committee does not have effect unless it has been made by a simple majority.

9.0 DELEGATED POWERS

The Committee has no delegated powers under the Local Government Act and is to advise and make recommendations to Council only.

10. TERMINATION OF COMMITTEE

Termination of the Committee shall be:

1. In accordance with the Local Government Act 1995; and
2. At the direction of Council.

11. AMENDMENT TO THE INSTRUMENT OF APPOINTMENT AND DELEGATION

This document may be altered at any time by the Council who will consider any recommendations for change by the Committee. Council shall give 14 days notice to the Committee of any adopted changes.

12. COMMITTEE DECISIONS

Committee decisions shall not be binding on Council.

COUNCIL RESOLUTION: OCM-12/9/17 DATED: 25 SEPTEMBER 2017.

DRAFT

INSTRUMENT OF APPOINTMENT
BASSENDEAN LOCAL EMERGENCY MANAGEMENT
COMMITTEE

1. Name

The Committee is the Bassendean Local Emergency Management Committee (BLEMC).

2. Role of the Committee

To ensure that local emergency management arrangements are prepared and maintained for the Town of Bassendean and to perform any other emergency management requirements as specified under the *Emergency Management Act 2005* (EM Act). The constitution and procedures of the BLEMC are determined by the State Emergency Management Committee, pursuant to section 39(4) EM Act, and set out in the State Emergency Management Procedures.

3. Functions

In accordance with sections 38 and 39 of the EM Act, the functions of the BLEMC are to:

- (a) advise and assist the local government in ensuring that local emergency management arrangements are established for its district.
- (b) liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements.
- (c) carry out other emergency management activities as directed by the SEMC, or prescribed by the *Emergency Management Regulations 2006*.
- (d) assist in the planning and development of emergency management operating procedures for the Town.
- (e) provide assistance to the Local Emergency Coordinator and lead authorities during emergency management operations.
- (f) assist with the preparation and approval of the Bassendean Local Emergency Management Plan (Plan); and to submit the Plan to the Metropolitan Emergency Management Advisory Committee (MEMAC) for approval.
- (g) review the Plan at least annually.
- (h) ensure appropriate testing and exercising of the Plan.

- (i) report annually on the activities of the BLEMC to the MEMAC.
- (j) carry out emergency management functions as directed by MEMAC.

4. Membership

4.1 Membership of the Committee shall be as follows:

- Two (2) Town of Bassendean Councillors (one of which is to be appointed as Presiding Member / Chair)
- Town of Bassendean - Director Community Planning (Local Recovery Coordinator)
- Officer in Charge – Kiara Police Station (Local Emergency Coordinator)
- Department of Fire and Emergency Services – District Officer Swan
- Department of Communities – Team Leader
- Department of Communities (Child Protection and Family Support) - Senior District Emergency Services Officer
- Bassendean State Emergency Service - Unit Manager
- St John Ambulance – Manager Emergency Management Unit

4.2 Representatives from other agencies and associations may be invited to attend and provide reports on their respective agencies and associations, including a representative of the District Emergency Management Committee. These representatives attend in an advisory capacity only and do not have voting rights.

4.3 Town staff, including the Manager Development and Place, Senior Ranger, Senior Environmental Health Officer and minute taker will provide advice and administrative support to the BLEMC. These representatives do not have voting rights.

4.4 The Town is to appoint an Executive Officer to coordinate the business of the BLEMC, provide administrative support and coordinate the development and submission of BLEMC documents, such as annual reports. This position does not have voting rights.

4.5 In accordance with section 5.11 of the Act, membership of the BLEMC is for two years, with committee membership ceasing at the next Local Government ordinary election, after which time the Council may appoint members for a further term or appoint new members

4.6 The BLEMC will appoint an elected member as the Presiding Member or Chair. The Local Emergency Coordinator (Officer in Charge – Kiara Police Station) will be appointed as the Deputy Presiding Member or Deputy Chair. The Presiding Member will ensure that the business of the BLEMC is conducted in accordance with the *Town of Bassendean Meeting Procedures Local Law 2020*.

5. Meetings

- 5.1 The BLEMC will meet quarterly. Notice of meetings will be given at least three (3) days prior to each meeting.
- 5.2 A Quorum for a meeting of the BLEMC is at least five members (being 50% of the total number of members of the BLEMC as listed in clause 4).
- 5.3 Each member has one vote. Decisions of the BLEMC are made by simple majority and where votes are equally divided, the presiding member casts the deciding vote.
- 5.4 The minute taker is responsible for taking minutes and preparing them for publication. The unconfirmed minutes of the meeting are submitted to Council at the next scheduled Ordinary Council Meeting.

6. Delegations

The BLEMC is authorised to carry out various functions under the EM Act, however, the BLEMC has no delegated authority under the *Local Government Act 1995*, no authority to expend funds and decisions of the Committee do not bind the Council and the Town of Bassendean.

7. Communication

Pursuant to section 2.8(d) of the *Local Government Act 1995*, the Mayor is authorised to speak on behalf of the Local Government. The Chief Executive Officer may speak on behalf of the Local Government by approval of the Mayor. Members of the BLEMC may not speak, issue public statements or publish on social media on behalf of the BLEMC or Council, without the approval of the Mayor.

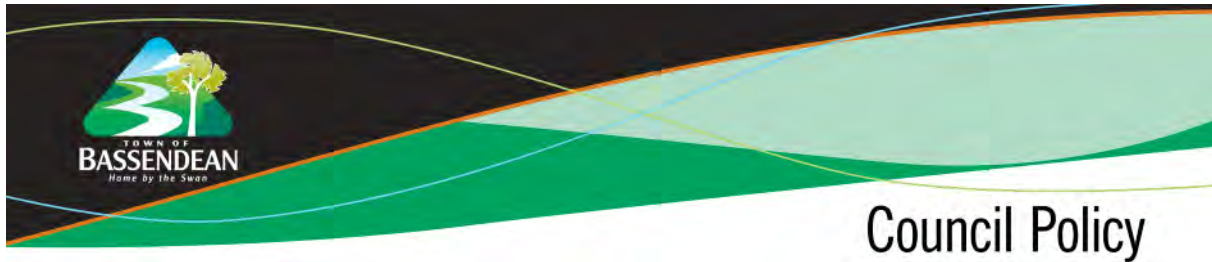
8. Amendment

A resolution of Council is required to amend the Instrument. The BLEMC may make recommendations to Council, from time to time, to amend the Instrument.

9. Document Control

Directorate	Community Planning
Business Unit	N/A
This Version	[insert date of OCM resolution]
Previous Versions	OCM 25 September 2017 (Res. 12)
Full Review	Due following the date of the next Local Government ordinary election.

ATTACHMENT NO. 9



Local Planning Policy No 13

Trees on Development Sites

Background

Trees provide environmental, health and amenity benefits in relation to solar screening, microclimate, carbon absorption, bird and animal habitat, air quality and visual attractiveness. Due to these benefits, trees can also enhance the monetary value of individual properties and the enjoyment of residing in a green, leafy neighbourhood.

Local Planning Scheme No. 10 (LPS10) promotes urban infill which contributes to the Town's sustainability commitment. However, while the Town of Bassendean is presently characterised by mature trees, an inevitable consequence of urban infill development is that only a very limited number of trees can be retained on development sites. While sharing the community concern about the loss of trees as a result of development, the Town takes a balanced approach to both urban infill development and tree preservation, as reflected in this Policy.

1.1 Citation

This Policy is adopted by the Town of Bassendean as a Planning Policy pursuant to Section 2.4 of Local Planning Scheme No .10.

1.2 Purpose

The purpose of this policy is to State Council's position on the retention of trees on development sites.

1.3 Application of this Policy

This policy applies to all applications that require planning consent under the Local Planning Scheme.

1.4 Relationship to the Local Planning Scheme No 10, the Residential Design Codes of Western Australia and other Council policies

This policy compliments the Local Planning Scheme No 10, the Residential Design Codes of Western Australia. This policy should be read in connection with Council's Street Tree Removal and Replacement Policy and Amenity Tree Evaluation Policy which controls trees within the verge area adjoining development sites.

Under the Local Planning Scheme No. 10, each application for planning approval is to be accompanied by:

1. The existing and proposed ground levels over the whole of the land the subject of the application and the location, height and type of all existing structures, and structures **and vegetation proposed to be removed**; and
2. The nature and extent of any open space and landscaping proposed for the site.

Under the Residential Design Codes each application for planning approval is required to be accompanied by an existing site analysis plan showing:

1. The position, type and size of any tree exceeding 3.0m in height; and
2. The street verge, including footpaths, **street trees**, crossovers, power poles and any service such as telephone, gas, water and sewerage in the verge.

Note: Any development that proposes the removal of a street tree requires the planning approval of the Town of Bassendean.

1.5 Additional requirements for Grouped and Multiple Dwelling Developments

The Residential Design Codes require the retention of existing trees which are greater than 3,0m in height in areas of open space associated with the development.

Where it is not possible to retain existing trees, due to the size of the trees, or their invasive nature and the development cannot be designed to retain those trees, Council will require the planting of suitable replacement advance specimen trees.

1.6 Tree Retention and Planting.

Care should be taken with tree retention and planting to ensure that the existing trees, or new trees when reaching maturity will not affect building structures, driveways and infrastructure. As a general principle buildings should not be placed within the drip zone of the tree.

1.7 Variation to Local Planning Scheme and Residential Design Codes Standards

Council will actively consider varying Scheme and Residential Design Code standards to assist with the retention of significant trees, providing the variation will not adversely affect the amenity of adjoining properties or streetscape character.

1.8 Tree Preservation Orders

The Local Planning Scheme No. 10 gives Council the power to make tree preservation orders, having regard to a tree's aesthetic quality, historical association, rarity or other characteristics, which in the opinion of the local government, makes the tree worthy of preservation.

Any land owner or developer who allows a tree, the subject of a tree preservation order, to be cut or removed without the local government's consent, commits an offence under the Scheme and is liable for prosecution.

The Scheme also gives the power for Council to make a tree preservation order where there is a risk of imminent damage to a tree requiring an order to be made or amended as a matter of urgency, without consultation with the owner in advance.

1.9 Environmental Protection Act 1986

Under the Environmental Protection Act 1986, which is administered by the Department of the Environment, a permit may be required to remove native vegetation or a person wishing to remove a tree must qualify to clear under an exemption.

An exemption is a kind of clearing activity that does not require a permit. These exemptions are often referred to as the Schedule 6 exemptions and a set of regulations known as the Environmental Protection (Clearing of Native Vegetation) Regulations 2004. Some of the exemptions are listed below:

Clearing under the Planning and Development Act 2005

This exemption allows clearing in accordance with a subdivision approved by the responsible authority under the *Planning and Development Act 2005*.

This includes clearing native vegetation for the purposes of:

- constructing roads to provide access to or within the subdivision;
- providing water services to the satisfaction of the Water Corporation;
- filling or draining the land in accordance with the specifications of the approval; and
- clearing within any building envelope described in the approved plan or diagram.

Most subdivision approvals do not explicitly authorise the clearing of native vegetation other than for the purposes outlined above.

Environmentally Sensitive areas

The exemptions to obtain a permit do not apply if the site is within a gazetted environmentally sensitive area or is within a buffer zone of a conservation category wetland.

DRAFT

Policy Number: Local Planning Policy No. 13
Policy Title: Tree Retention and Provision

1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. This Policy may be cited as Local Planning Policy No. 13 – Tree Retention and Provision.

2. Policy Statement

The Town recognises the increasing importance of retaining trees due to their amenity, environmental and health benefits. Trees assist in mitigating the impacts of the urban heat effect, reduce air pollution, improve groundwater quality and provide important habitats for wildlife.

Whilst Local Planning Scheme No. 10 provides statutory provisions relating to the retention of significant trees, this Policy seeks to encourage the retention of existing trees on development sites and increase the urban canopy cover as infill development occurs.

3. Policy Objectives

- (a) To retain existing trees to maintain a local sense of place.
- (b) To increase canopy coverage and shade to provide amenity, environmental and health benefits.
- (c) To provide a framework for assessing whether a tree should be subject to a Tree Preservation Order.
- (d) To provide for the retention and planting of trees associated with development on privately owned land.
- (e) To outline the requirements for additional tree planting on privately owned land.

4. Application

This Policy applies to:

- any assessment of whether a tree(s) should be subject to a Tree Preservation Order.
- all applications for subdivision involving residential-zoned land and/or residential development.
- all applications for development approval involving Single Houses and Grouped Dwellings, where the estimated cost of development is \$100,000 or more.

Note: The requirements do not extend to applications for multiple dwellings as such development is assessed against State Planning Policy 7.3 – Residential Design Codes – Volume 2 – Apartments.

5. Definitions

Large Tree: *means a species of tree that has the potential to have a canopy diameter of greater than 9m.*

Medium Tree *means a species of tree that has the potential to have a canopy diameter of between 6m and 9m.*

Tree Growth Zone: *is an area provided to support healthy growth of a tree and is free from development or structures, including areas of hardstand.*

6. Policy Requirements

6.1 Tree Preservation Orders

Clause 4.7.7.2(i) of Local Planning Scheme No. 10 (LPS 10) provides the local government the ability to order the preservation and maintenance of a tree via a Tree Preservation Order.

In assessing whether a tree meets the characteristics prescribed by Clause 4.7.7.2(i) of the Scheme, Council will not support the establishment of a Tree Preservation Order unless the tree(s) meets at least one of the following criteria:

(a) Historical Association

Those trees that are of importance to the Aboriginal community, European significance, association with a significant heritage site, or commemorative plantings.

(b) Aesthetic Quality

Those trees that due to their context in and contribution to the landscape, are considered to be of aesthetic, location and/or landmark significance.

(c) Rarity

- (i) Those trees that are of an outstanding size or age, horticultural significance, or contain curious growth forms.
- (ii) Rarity is to be considered from a state-wide and Town of Bassendean context.
- (iii) Outstanding size or age and horticultural significance is based on the size and age of the tree relative to normal mature size and age of trees for that species in the Town.

- (iv) Curious growth forms include abnormal outgrowths, fused branches or unusual root structures.

(d) Other Significance

Other significance includes, but is not limited to, habitat significance. Although all trees have some habitat value, in undertaking assessments under this policy the habitat value of a tree is only deemed significant if it provides a breeding, feeding or roosting site regularly used by fauna protected under state or federal legislation.

6.2 Subdivision and Development

- (a) All applicable residential development will be required to incorporate at least one medium tree (or equivalent) for every 350m² of site area (rounded to the nearest whole number), with a minimum of one tree per lot. In this regard, a large tree is worth two medium trees.
- (b) Any required trees are to be provided prior to the occupation of the development and must be at a minimum 2m high and 100-litre pot size.
- (c) The number of trees required by Clause (a) may be reduced by two where a tree subject to a Tree Preservation Order or a medium or large tree is retained on site and protected by a Tree Growth Zone, subject to the submission of details of the proposed measures to protect the tree(s) identified on the site plan as outlined in *Australian Standard – AS4970-2009 - Protection of trees on development sites*.
- (d) Where an existing tree is retained and/or new trees are provided ~~under Clause (e)~~, the Town will impose conditions on the relevant approval requiring:
 - (i) the retention of the tree in perpetuity; and
 - (ii) a notification to be registered on the Certificate of Title under Section 70A of the Transfer of Land Act 1893 advising prospective purchasers that the site contains a tree which is required to be retained and protected from development works.
- (e) The relocation of existing trees to elsewhere on the same site will only be considered where:
 - (i) a report by a suitably qualified arborist is provided to the satisfaction of the Town, demonstrating that the new location of the tree is suitable, and how the tree will be maintained in good health during and after relocation; and
 - (ii) a legal agreement has been prepared and executed at the landowner/applicant's cost to the satisfaction of Town, confirming maintenance arrangements and replacement of the tree in the event the tree does not survive.
- (f) The relocation of existing tree(s) into the Town's reserves (including within the road reserve) is not supported.

- (g) The trunks of all new and retained tree(s) are to be located in their own Tree Growth Zone that is free of development, structures and hardstand and meets the follows parameters:

Requirement	Large Tree	Medium Tree
Minimum horizontal area	64m ²	36m ²
Minimum horizontal dimension	6m	3m
Minimum depth (if on structure)	1,200mm	800mm

- (h) In supporting any subdivision that will create additional residential lots, the Town will recommend the imposition of a condition requiring satisfactory arrangements being made to inform prospective purchasers of the requirements prescribed by this Policy.

(i) The retention of an existing, mature tree will be positively considered when assessing any application against the Design Principles of State Planning Policy 7.3 – Residential Design Codes – Volume 1.

~~6.3 Protection of Street Trees as part of Subdivision/Development processes~~

- ~~(a) Street trees will not be permitted to be removed to accommodate proposed crossovers and driveways unless otherwise approved by the Town, which will only be considered favourably where a report by a suitably qualified arborist is provided to the satisfaction of the Town, demonstrating that the tree is:~~**

~~(i) Dead, having less than 10% photosynthetic material or live tissue present in the canopy mass;~~

~~(ii) Diseased and unlikely to respond to treatment;~~

~~(iii) Structurally unsound to the extent it presents a danger to the community; or~~

~~(iv) A species declared as a noxious weed by the Department of Primary Industries and Regional Development.~~

- ~~(b) Where removal of a street tree is approved by the Town, the landowner/applicant is responsible for the full cost of the pruning, removing and replacing any street tree in accordance with the Town's Amenity Tree Evaluation Policy.~~**

Document Control

Directorate	Community Planning
Business Unit	Development and Place
Inception Date	[Insert OCM RESOLUTION NO & DATE]

Version	1
Next Review Date	2022

Draft Local Planning Policy No. 13 – Tree Retention and Provision

Schedule of Submissions

1	Affected Property: 117 (Lot 430) Second Avenue, Bassendean	Postal Address: 117 Second Avenue BASSENDEAN WA 6054
Summary of Submission		Comment
Objection to the proposal.		
1.1	While I support the efforts of greening Bassendean, I fear that this may have a negative effect to make people more cautious about planting trees on their property or asking for a verge tree as it could restrict their future plans. By reviewing some other policies, with the same purpose in mind (greening the town), these negative consequences may be reduced.	Noted.
1.2	I will give my personal situation as an example: We have a very large jacaranda at our house and I also participated in the verge tree program. I have somewhat unsuccessfully tried to plant more trees on my property. The problem I have though, is that with an older house, at some point in my future I am likely to want to develop my property and as my neighbours have done it would be at a higher density. As my development plans may happen sometime between now and fifty years away, I am happy to keep planting trees as we will still have some benefit from them.	Noted.
1.3	<p>This policy would make me reconsider this stance and perhaps remove the trees so that they don't become a future impediment to growth, the opposite outcome of what the policy is trying to achieve. While this may seem a selfish point-of-view, the property was purchased partly as an investment and while I love the trees I have and would love more, I also need to ensure that my family is cared for in the future. It also creates a sense of unfairness that our jacaranda is only the biggest on the block as the neighbour behind us cut their jacaranda down for high density units. Our lot is also within 1km of the train station, so it within the zone of where higher density works as there is public transport access.</p> <p>We have looked at options for development, and I was heartened by a</p>	Noted. Refer to impact of development potential section of report. The Town agrees that's designing around trees is the preferred outcome. The Town will review the 'side by side' provisions of Local Planning Scheme No.10 as part of its review of the local planning framework.

	Mt Hawthorn example where they built around the existing tree on the lot. This is something that I considered, even if it would result in a less profitable development, but the town has a policy that if I were to put two units on my property, both units would have to face the street. This policy leaves no other option than to develop using a clear the block and build a couple of units approach. Even though there is now rear access due to the new units built behind us.	
1.4	While I support the intent of greening the town, I believe more work has to be done to removing impediments and further education or incentives before creating a policy such as this.	Agree. The Town recognises the importance of education on tree retention and will review provisions relating to trees in the local planning framework.

2	Affected Property: Not Listed	Postal Address: Not Listed
Summary of Submission Objection to the proposal.		Comment
2.1	Generally, it is hard to take this “policy” as anything more than a jejune “aspirational statement”. The Policy requires many references to State Planning Codes and Local Planning Scheme orders, etc. that complicate this. Local Government policy and render it as being not at all user friendly. Pedagogic, it might be, but boring and totally incomprehensible it is to the average ratepayer.	Noted.
2.2	In this policy statement, there is ample evidence of the protection of street trees and some of replanting, both of which are supported. However, there is very little in support of existing mature trees on private properties, which are continually being removed locally in favour of concrete jungles. For those of us who have a genuine commitment to our environment and tree preservation in particular, we despair. Some specific observations of the policy are as follows.	Noted.
2.3	i) 2. Policy Statement. Paragraph 2. The aim of the policy should be to “ensure” or “safeguard”, not “encourage” the retention of existing trees.	Noted. The term ‘encourage’ was used as the Town has no statutory ability to mandate the retention of trees. As such, the intent of the Policy is to encourage retention of trees and provide trees where new development that meets the threshold is proposed.
2.4	ii) 3. Policy Objectives. Pt. (a) is a very nice poetic, no doubt plagiarised phrase; “a local sense of place”, but what does it	Common themes through the Bassendream Our Future Engagement Report identified the Town’s sense of place as being one that is characterised

	mean? Policies require more of the vernacular, scientific, than the esoteric. Pts (c) – (e) are primarily absolutely weak objectives and therefore have no meaningful application.	by green spaces, cultural and built form heritage and connections to the river. The Policy seeks to ensure retention and provision of trees on private property to maintain the 'green' feel of the Town.
2.5	iii)4. Application. Dot point 3. This allows for any tree of considerable age, trunk size, canopy size etc. to be removed, provided the replacement structure, such as a shed, carport, whatever, doesn't cost more than \$100,000. Are you serious? What a joke! Outrageous rubbish!	<p>Whilst the Town agrees it would be ideal to apply the Policy to all development, the Policy can only apply where applications for development or subdivision approval are required, as this provides the mechanism to apply conditions to implement the Policy requirements.</p> <p>Sheds, carports and the like are exempt from requiring a development approval where compliance with the Residential Design Codes is achieved. As such, the Town is unable to apply the Policy requirements to these developments.</p> <p>Similarly, Single Houses that comply with the Residential Design Codes are also exempt from requiring development approval under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>, and the Policy cannot be applied.</p>
2.6	lv) 5. Definitions. Generally, definitions are provided in policies to explain the usage of terms within the policy. Who will be qualified, or otherwise authorised, to apply these "definitions" to, or threats to existing trees? Species that should be protected and those that "weed" species have not been identified. Where and how are these definitions to be applied?	The Town considers weeds as a species declared as a noxious weed by the Department of Primary Industries and Regional Development.
2.7	v) 6. Policy Requirements. 6.1 Tree Preservation Orders. The points under this sub heading are extremely subjective and are therefore subject to individual vagaries. (b) Aesthetic Quality - Who and what defines the term "aesthetic quality"?	As stated in the Policy, trees of aesthetic quality are those trees that due to their context in and contribution to the landscape, are considered to be of aesthetic, location and/or landmark significance. These are generally considered to be significant trees that are commonly recognisable to the community.
2.8	Finally, to continue with any further critique of this so called policy is exasperating. Preservation of trees on private property does not mean that no development can occur. The two are not mutually exclusive and can coexist simultaneously. There is clearly no real commitment from the Bassendean Council to address the climate change issues we are confronted with, of which a major urgent actionable direction should be the preservation of mature trees including those on private properties. Clearly, Council is more concerned with development and income, rather than environmental heritage they will leave to their children and grandchildren.	Noted.

3	Affected Property: Not Listed	Postal Address: Not Listed
Summary of Submission		Comment
Objection to the proposal.		
3.1	This is a disappointing document that is best described as being more air than substance. It is nothing more than a weak statement of intent to do a little bit more instead of a clear policy statement to protect trees. Given that 94% of people support the retention of trees according to the "BassenDreaming" report, residents deserve a much stronger policy.	Noted.
3.2	This one fails to protect trees on private property, and it will not stop the wholesale destruction of trees as part of a development. As it stands, the draft policy is entirely reliant on the good will of landowners alone, as the onus is on individual landowners to seek a Tree Preservation Order. It has neither carrots nor sticks to encourage "good behaviour". It allows for landowners to damage and remove trees and it will lead to landowners simply removing all trees before developing. Put simply, nothing will change. At best, a few new trees will be planted, taking at least twenty years to develop.	Noted. Refer to retention of mature trees section of report. Whilst the Town would like the ability to restrict clearing of trees on private property, it must act within the confined of the current planning framework. The definition of development under the <i>Planning and Development Act 2005</i> does not extend to the pruning, modification or removal of trees, and as such, development approval is not required for these works. Landowners can remove trees without the prior approval of the Town. The Act takes precedence over a Policy of the Town. The Policy seeks to, at the very least, require new trees where trees have been removed, which is more than is currently required.
3.3	All trees on private property – defined by criteria including size, age and species and not subjective criteria such as "aesthetic quality" – need to be included in the policy and penalties need to be developed and implemented to ensure compliance. This would preclude the need for Tree Preservation Orders and additional requirements for subdivision and development – removing unnecessary red tape.	Noted. The definition of medium and large trees is such that it aligns with the Residential Design Codes – Volume 2 – Apartments, to ensure consistency between all forms of residential development. Prescriptive criteria was not included to ensure could use its discretion in protecting a broader range of trees. Tree Preservation Orders are required, as these are the only statutory mechanism to retain trees on private property.
3.4	Bassendean Town Council is ideally placed to develop an effective Tree Retention and Management Policy to protect the existing canopy. Without it, Bassendean will cease to be the place where people want to live. There are many examples of such policies in NSW and Victoria that can be used as a blueprint. The following link has a number of NSW LGA policies- https://www.nsw.gov.au/search-google/?Search=tree+preservation&action_doSearch=Go&start=1	Noted. The Town can only act in accordance within the confined of the planning framework and legislation in Western Australia.

	This is not new policy and does not stymie development.	
3.5	The argument given by the Town of Bassendean Council against developing a policy with teeth in WA is that "There is no State Legislation to back us up, and anything we do will be overturned". This is true and will remain true while no one takes a stand. The State Government will not enact legislation which impacts directly on Local Government planning without Local Government support.	Agreed. The matter of tree retention on private property has been raised by the Western Australian Local Government Association and there are ongoing discussions with the State Government to broaden the definition of development under the Act to provide more statutory power to retain trees.
3.6	It is time the Town of Bassendean had the courage and foresight to take a leadership role, rather than wasting residents time with consulting on meaningless policy.	Noted.
3.7	It is time for the Town of Bassendean to set itself up for a test case by developing a strong policy and implementation framework to protect trees.	Agreed. The Town expects appeals against conditions imposed requiring the retention and provision of trees. This Policy will likely be tested in the State Administrative Tribunal if adopted.
3.8	Policy development without expert input leads to poor public policy. There are many skilled professionals within the town that could actively assist and support the in process.	Noted. The Policy was drafted by the Manager of Development and Place.
3.9	In conclusion, a tree retention policy starts from the understanding that all trees are valuable. It needs to: Include all trees regardless of land ownership, land management or position in the Town.	Noted. Refer to comments on 3.2 above.
3.10	Define trees according to their size, age and species. Establish penalties for non-compliance. Be easy to implement – reducing and not adding to red tape. Be written in clear language that is readily understood by all.	Noted.

4	Affected Property: 55 (Lot 769) Broadway, Bassendean	Postal Address: 55 Broadway BASSENDEAN WA 6054
Summary of Submission Comment to the proposal.		Comment
4.1	<p>Please accept my submission below regarding the draft Amended Local Planning policy No 13 - tree retention and provision [LPP13]</p> <p>This to me represents a token tree replacement being suggested that doesn't really doesn't address the real issue in trying to retaining mature trees on building /development blocks of land within the Town.</p>	Noted.

4.2	There needs to be greater acceptance of what's really being removed that is called a mature tree that can take 20 years to grow and produce a decent tree canopy. Any new replacement tree would require lots of watering to help grow and get the replacement tree established to provide the shade and habitat required to create suitable environment once again.	Noted and agreed. The Town agrees that new trees require more watering to become established, and do not provide the same ecological benefits as mature trees.
4.3	Then there is a cost of not removing an established tree that been beneficial to the environment and required a lot less watering, recognise that a mature tree also provides tree canopy not forgetting good supply passive cooling by keeping the hot Island effect at bay.	Agreed. The Town agrees that mature trees provide greater canopy cover and reduce the urban heat island effect.
4.4	The sooner developers and home builders realise removing established trees from development blocks will be in the long term impact and far costly for people who live in these new houses with little or no shade then they can expect much higher power bills because of poor policy allowing total tree removal from development blocks to take place. The cost of watering a young tree replacement will require at least 4-5 years in allowing the tree to establish should be considered.	Agreed. Education is required to landowners and developers on the benefits of retaining trees and the Town recognises the importance of education for tree retention. The Town will continue to work with landowners and developers in this respect.
4.5	The Town's tree protection and retention policy needs to more assertive in the importance of valuing mature trees on development blocks, this draft policy is providing just a slap on the wrist for developers who can then claim they have done their bit in providing tree canopy which is very little and to the point of destroying what's special about Bassendean. It's the trees that are important for the community wellbeing, that's why people want to live here because they value trees, it just makes Bassendean special place because of our mature and historic trees within the town.	Noted. The Town has drafted the policy in such a way that retention of existing mature trees is encouraged in the first instance, as it provides the least impact on the overall footprint of new development across the site via a reduction in the number of trees required overall where a mature tree is retained. Where a developer does not retain a mature tree, additional new trees are required to be planted, impacting the footprint of other grouped dwellings on the site.
4.6	It's now the case of chop down a mature tree, replace with a token small tree that will take 20 years to grow as a replacement, then let the unsuspecting new home owner deal with much larger power bills and a lot more watering to allow the tree to mature because of poor policy decision making, waiting for that tree to develop a decent tree canopy we need to think more seriously about a more sustainable future where we incorporate mature trees with all building approvals.	Noted. See comments on 2.5 above as to the reason the Town cannot mandate the protection of trees on private property.
4.7	I think we need to do the same approach as they do in places like Sydney and	Noted. See comments on 3.4 above. The Town must act in accordance within the Western

	<p>Melbourne where the local government makes the final call in ensuring what trees stays, what trees can be removed, the local government makes concessions so the mature tree is accommodated in the final planning approval.</p>	<p>Australian legislative framework. The Town will continue to liaise with landowners and developers in the design phase to encourage tree retention, and review scheme provisions as part of its review of the local planning framework.</p>
4.8	<p>The Town need to be more proactive in educating residents and developers of the importance of retaining mature established trees, what the benefits are to the home owners/developers, put a real value on a mature tree that cover all the costs purchasing and providing the necessary watering and to maintain.</p> <p>In growing that tree, make people aware the passive cooling that will reduce their power bills, it soon becomes painfully clear removing a mature tree can be a very costly for the resident in the long term , I am pretty sure people would then give more serious thought about the ramifications in removing a well-established mature tree and then see the financial benefit of keeping the mature tree on their block.</p>	<p>Agreed. See comments on 4.4 above.</p>
4.9	<p>No one wins when the developer can get away with serious removal of mature trees that is dramatically reducing the tree canopy within the town, while we have the TOB spending serious money doing catch up with serious verge tree plantings plus the additional tree watering that's required to establish these verge trees that will once again provide decent tree canopy, it's like we have the TOB have their hands tied behind their backs and are trying to increase tree canopy and still allowing the tree carnage to continue with token replacement trees.</p>	<p>Noted. Whilst the Town can strongly encourage and incentivise the retention of mature trees, the Town cannot prevent removal of trees on private property for the reasons outlined in response to 2.5 above.</p>
4.10	<p>One would hope the councillors will want a far much stronger policy than the one than been presented, that retain mature trees on development blocks would be the preferred option with the cooperation of the TOB planning department staff and working with the developer/ home owner to come up with a workable solution that will in the long term retain much more mature trees on development sites than what is currently taking place at this point in time.</p>	<p>Noted.</p>
4.11	<p>Keeping trees needs to be a higher priority for the town, sooner we make it a high priority the better it will be for the community who live in Bassendean, making Bassendean a far more pleasant environment for future generations to</p>	<p>Noted.</p>

<p>enjoy and live in because the Town had a vision on how to maintain and committed to increase tree canopy and improve our very valuable tree assets.</p>	
--	--

5	Affected Property: 15 (Lot 692) North Road, Bassendean	Postal Address: 15 North Road BASSENDEAN WA 6054
Summary of Submission Comment to the proposal.		Comment
5.1	<p>Dear Councillors and CEO. This note is to offer feedback on the draft tree protection and retention policy.</p> <p>I support what I understand the objective of the policy to be, viz. "this Policy seeks to encourage the retention of existing trees on development sites". I also feel the criteria that need to be satisfied before issuing a tree preservation order are tangible and sensible. I do however feel the statement in the preamble, "clearing land is not development, and therefore the policy does not apply should a landowner clear their property" creates a major loophole that undermines the policy. I strongly oppose the premise that replanting after removing established trees may be considered an acceptable outcome – I find it akin to getting a puppy after shooting the dog.</p>	<p>Noted. Refer to retention of mature trees section of report and comments on 2.5 above. The definition of development under the <i>Planning and Development Act 2005</i> does not extend to the pruning, modification or removal of trees, and as such, development approval is not required for these works. Landowners can remove trees without the prior approval of the Town.</p>
5.2	<p>While I believe the requirement to plant one large tree (or two medium trees) per 750m² or one medium tree per 350m² is well intended, I feel it can be easily manipulated by planting the required tree(s) and then letting them die, become infected or finding a reason such as "safety" or "structural" to remove them later. The argument is further complicated when the liability for damage is considered – knowing the Town's insurers are very risk adverse.</p>	<p>Agree. A new provision has been included requiring the retention of new trees for a period of two years post construction.</p>
5.3	<p>In summary, I feel the issue is about influencing "attitudes" which is hard, if not impossible, to do by "policy". I suggest a more subtle approach is required that involves education supported by incentives and disincentives. I also appreciate I may know just enough to know what I don't know – recognising it (increasing the tree canopy) is not an easy outcome to effect. I also appreciate the Town needs to be mindful of the rights of property</p>	<p>Agree. The Town recognises the importance of education on tree retention. Whilst the policy cannot limit the subdivision or dwelling yield potential currently provided by the zoning of the land, it does provide for the retention or provision of trees that otherwise is not currently required.</p>

	<p>owners and the balance between the collective and individual interests but nevertheless urge an attitude of custodianship versus ownership towards land.</p> <p>In the context of the above, I offer a few suggestions.</p>	
5.4	Changing attitudes normally takes time so a long term approach may need to be taken – with commensurate expectations	Noted.
5.5	<p>Develop and propagate educational material for the local schools, residents, builders and developers that:</p> <ul style="list-style-type: none"> - Notes the typical increase in a property's value if it has established trees and is located in a leafy street (acknowledging the Town has done this previously). - Highlights the moderating effect trees have on the microclimate – cooler temperatures and increased rainfall where the canopy becomes continuous over a larger area - Identifies and explains the fascinating micro-ecosystems that trees create, i.e. habitat and food from tiny critters through to birds, reptiles, possums and bats - Shading on solar arrays can be managed by using microinverters – an inverter on each panel or each pair of panels - “Nice people” have leaves and bird droppings around their house rather than hosed concrete and limestone facades. 	Agree. The Town can provide additional information on the benefits of tree retention, and liaise with applicants where advice is sought on proposed designs. The Town will liaise with the Western Australian Local Government Associated Urban Forest Working Group in this respect.
5.6	Consider including a tree levy in property rates which can be refunded (on application) if a certain amount of foliage is present. This is worded to avoid it being considered discriminatory, i.e. it applies to everyone and provides an incentive and disincentive. It is well known that people respond to small financial signals, e.g. deposits on containers substantially increases the collection rate. This concept would apply to the strata for grouped dwellings. It may also be considered extending it to street trees, i.e. the default is to have a tree on your verge which contributes towards reducing but doesn't satisfy reducing your tree levy.	Disagree. See tree levy section of report. The Town has no ability to apply such a levy.
5.7	Consider trade-offs in approving plans / developments – flexibility and exceptions may be granted in the building envelope if it is deemed there is a net gain due to trees being retained – and vice the versa.	Noted. The Town is required to ensure development complies with the requirements of the Residential Design Codes. Notwithstanding, the Town will liaise with applicants to encourage tree retention through design where use of the design principles of the R-Codes permit such flexibility.

5.8	Following on from the previous point, consider making it a requirement to preserve trees older than “x” or with a girth greater than “y” when issuing a demolition permit.	Noted. The Town has no statutory power under the <i>Building Act 2011</i> to prevent the issue of a building or demolition permit to retain a tree.
5.9	Consider introducing the requirement to obtain a “clearing permit” if removing trees of a certain age or size. I appreciate the criteria used to administer such a permit will require careful thought and needs to balance the individual interests against the collective interest.	Noted. See clearing permit section of report. The <i>Environmental Protection Act 1986</i> (EP Act). Schedule 6 of the EP Act exempts the need to obtain a clearing permit where it is associated with a subdivision or development approval.
5.10	It may make sense to link a few permits and processes together, e.g. prior to issuing a clearing and/or demolition permit enquire whether a building permit or development approval will be sought to discourage “gaming” the system by doing it piecemeal? The corollary would be sanctions or restrictions on property owners who clear and/or demolish and then sit on the land before submitting a development approval to work around the intent of the policy.	Noted. Landowners do have the ability to clear their land prior to submitting an application for development approval, and the Town has no ability to prevent this for the reasons outlined in the response to 2.5 above. Notwithstanding, adoption of the policy will require the provision of new trees that would not currently occur.
5.11	I believe it is also important that any policy does not adversely affect those who comply with the intent of a policy. For example, if a property owner overplanted resulting in a forest on their block, they shouldn't be penalised for (surgically) removing a few trees to build a modest house or extension. This principle was highlighted in the bushfires in NSW where only insurance policy holders were charged the emergency services levy thus making insurance more costly. This discouraged people from taking out insurance with devastating consequences. (In WA, the levy is spread across all property owners removing this distortion).	Noted.
5.12	It is also argued the administration of a tree retention policy has become easier due to the availability of spatial data from the likes of Google Earth, Locate and Nearmap, i.e. there is more hard evidence.	Agreed. The Town will use spatial data for ongoing compliance with the requirements of the policy.

6	Affected Property: Not Listed	Postal Address: Not Listed
Summary of Submission Comment to the proposal.		Comment
6.1	This comment is that which I sent through to members of the Design Basso group earlier in 2020 in response to the draft policy. It refers to a pdf "Draft	Noted.

	<p>Report - Trees on development Sites" which cannot be attached to this feedback form:</p> <p>"Hi everyone, thank you for the opportunity to attend and provide feedback to the 4.3.20 Design Basso meeting.</p> <p>For the original meeting date in 2019 I had prepared by reading the material provided and highlighting parts of that text which I felt needed discussion / query. I have attached this document, highlighting those parts which I would like to 'speak to'. Comments in reference to highlighted document are below.</p>	
6.2	<p>RETAINING TREES ON DEVELOPMENT SITES:</p> <p>There is no mention in this report about alternative construction methods, assumes construction will be slab on ground. It is possible to provide some "rootable soil volume" beneath framed structures allowing for a larger building footprint*. It is also possible to construct around (save) existing mature trees, soil and gardens without damaging root systems if a suitable framing method is used (i.e. screw piles, stumps, discontinuous footings etc.). *incentive</p>	<p>Noted. Refer to Construction Methodology section of the report. The intent of the Policy is to require the retention and provision of trees, and not to prescribe construction standards. The ultimate design of the development to facilitate the requirements of the Policy is at the discretion of the landowner/developer.</p> <p>Whilst the Town agrees that alternative construction methods can be used to facilitate the retention of trees, the Residential Design Codes permits the use of slab construction.</p> <p>Notwithstanding, information can be provided to residents and developers when discussing proposals to advise of the benefits associated with alternative construction methods for tree retention.</p>
6.3	<p>p.5 1.3.1: Regrading: this relates mainly to greenfields / bulk development sites, of which there are virtually none in Bassendean, apart from potentially the Eden Hill shopping centre site. Trees need an ecosystem to sustain them, they do not exist in isolation.</p>	<p>Noted. The Policy has been drafted for tree retention and provision primarily on infill development sites as it relates to development as opposed to subdivision.</p>
6.4	<p>p.11: The image shows before & after a development - note the tree on NW corner of site (verge tree) has reduced in size. ToB has a verge tree protection policy which aims to prevent exactly this type of damage to verge trees which are in the public realm.</p>	<p>Noted. The Town requires street trees to be protected during construction in accordance with AS 4970-2009 Protection of Trees on Development Sites.</p>
6.5	<p>p.14: 2.3.1: Re enforcement requiring 'visibility', Nearmap and other tools provide this well.</p>	<p>Agreed. See comments on 5.12 above.</p>
6.6	<p>p.16 2.5: About apartments and landscaping 'on structure'; green walls and other technical solutions have not proven to be successful in Perth. They are expensive to install, require ongoing maintenance and rely on thorough waterproofing of the building which may degrade over time. Self-supporting vines</p>	<p>Noted. Whilst the material discussed apartments, this Policy only relates to Single Houses and Grouped Dwellings. All multiple dwelling developments will need to comply with the requirements of the Residential Design Codes Volume 2 – Apartments, including tree canopy and deep soil area provisions.</p>

	<p>& creepers (for example Ficus pumila on Hawaiian Shopping Centre, Ivy on Guildford Grammar) are however, cheaper and more reliable. A biophilic design could factor in this type of planting in preference to green walls & other gimmicks and incorporate rainwater harvesting from hard surfaces to infiltrate soil to support greenery.</p>	
6.7	<p>p.15: "business as usual", also lead by example. For the ToB to expect (or even attempt to force) private property owners to care for green infrastructure, while street trees are dying is hypocritical. A resident recently said to me that "Peppermint Trees are really slow growing aren't they?" I'm sure that driving past them every day on West Rd a lot of people get that impression. Educating people is not just about publishing information & sharing on social media - it's about having real life examples in the real world that demonstrate best practise and make it look achievable and 'normal'</p>	Noted.
6.8	<p>p.20: mentions "designers" and "landscape guidelines". As previously noted, construction typology & design should also included in recommendations.</p>	Agreed. Information can be provided to residents and developers when discussing proposals to advise of the benefits associated with alternative construction methods for tree retention.
6.9	<p>REFERENCES:</p> <p>About the references, not all of these are available to community members to access, however I would like to note that the DRAFT Urban Forest Strategy 2016 - 2026 document was in the process of being rewritten as the original draft was wholly inadequate. If it is possible to obtain the most up - to - date version of this document it would be far more useful as a reference than the original draft.</p> <p>In 2017 the ToB engaged consultants Astron to provide a report on the Town's UF Canopy and correlation to UHIE. This is well worth reading. Not mentioned in the report but forming part of the presentation it was noted that the data was obtained at 10am on the hottest day of 2016. Not an ideal time to collect Land Surface Temp readings if the concern is UHIE however. What is noted in the report summary is that irrigated turf ameliorates UHIE more effectively than trees until trees attain a height of 15m - even more reason to retain existing trees rather than plant new ones which will take potentially decades to become effective if they even survive (less than</p>	<p>Noted. The Town believes the application of this Policy will assist in creating an urban canopy over private areas of land. The Town will continue to implement its street tree planting program for public areas to create an urban forest.</p>

5% of trees planted in an urban context attain maturity).	
---	--

7	Affected Property: 5 (Lot 37) Fourth Avenue, Bassendean	Postal Address: 5 Fourth Avenue BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment
Please provide within the policy a table of the proposed augmented deemed to comply provisions of the R codes V1 and any augmented acceptable outcome provisions of V2 R codes indicating in accordance with clauses 1.2.2 and 1.2.3 of V2 which require WAPC approval and similar Clause 7.3.3? For V1. I ask that you please watermark the adopted policy specifying which clauses are immediately operational and indicate those which require further WAPC approval and not yet operational.		Noted. See Residential Design Codes section of report. As the draft policy is not amending any deemed-to-comply requirements of the R-Codes, the approval of the Western Australian Planning Commission is not required.

8	Affected Property: 37 (Lot 1) Third Avenue Bassendean	Postal Address: 37 Third Avenue BASSENDEAN WA 6054
Summary of Submission Support to the Policy.		Comment Noted.

9	Affected Property: 19 (Lot 345) Mann Way Bassendean	Postal Address: 19 Mann Way BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment
Bassendean needs to keep and increase its tree canopy and allowing developers to remove trees and replace with concrete will increase the heat island effect and could end up with Bassendean being as unpleasant as many of the new suburbs.		Agreed.

10	Affected Property: 111 (Lot 23) Hamilton Street Bassendean	Postal Address: 111 Hamilton Street BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment Noted.

11	Affected Property: 18 (Lot 30) Anzac Terrace Bassendean	Postal Address: 18 (Lot 30) Anzac Terrace BASSENDEAN WA 6054
-----------	--	---

Summary of Submission	Comment
Support to the proposal.	
It is good having a Tree Policy but I would suggest that it should be mandatory to obtain Council approval before any tree is removed from any property and penalties awarded for illegal removal of trees.	Noted. See comments on 2.5 above for trees on private property. On public land, it is illegal to remove trees and the Town can undertake legal action should a street tree be removed.

12	Affected Property: 13B (Lot 2) Berry Court Bassendean	Postal Address: 13B (Lot 2) Berry Court BASSENDEAN WA 6054
	Summary of Submission Support to the proposal.	Comment
We have to keep what trees we have not just let developers come in and mow everything down to put up boxes and make a quick profit. The reason we live here is for the big blocks close to the river and the OLD trees that don't grow over night.		Noted.

13	Affected Property: 117 (Lot 485) Kenny Street Bassendean	Postal Address: 117 (Lot 485) Kenny Street BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment
Trees are an asset to our community, we should be retaining as many as possible for as long as possible. An empty block contributes nothing to a street, and I would argue that new buildings would benefit from an established tree being present. The policy to have compulsory trees per sqm is great. Thank you!		Agreed.

14	Affected Property: 52 (Lot 116) Margaret Street Bassendean	Postal Address: 52 (Lot 116) Margaret Street BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment
14.1	To help residents with maintenance of trees, green bins or more frequent green waste collection would be useful.?	Noted. The Town considers there is sufficient capacity within the existing greenwaste verge collection to accommodate tree prunings and leaves as a result of the additional plantings.
14.2	Also is the scheme of replacing lost verge trees still active	Yes, the Town considers requests for street trees, which are prioritised based on: (i) The amount of existing trees in the streetscape;

	<p>(ii) If the location of the tree is on a major arterial road or has public facilities on the same street; and</p> <p>(iii) Where existing trees have been removed to facilitate underground power, infrastructure or road widening.</p>
--	--

15	Affected Property: 149 (Lot 128) Second Avenue Eden Hill	Postal Address: 149 (Lot 128) Second Avenue EDEN HILL WA 6054
Summary of Submission Support to the proposal.		Comment Noted.

16	Affected Property: 127A (Lot 62) Whitfield Street Bassendean	Postal Address: 127A (Lot 62) Whitfield Street BASSENDEAN WA 6054
Summary of Submission Support to the proposal.		Comment
16.1	I fully support the intention of the policy to strengthen the Town's ability to protect and nurture trees in private developments. But I fear it will be unable to bear fruit unless the staff who are responsible for bringing it into action believe in it and can engage in productive discussion about it. It will need to be backed up by staff training and the budget to call in the advice of experienced and respected arborists when needed.	Agreed. The Town is strongly committed to educating landowners and applicants on the benefits of tree retention, and encourage retention when discussing designs in all instances. Budget allocation is already provided for the use of arborists when considering Tree Preservation Orders.
16.2	I wonder if swinging the focus onto better and deliberate commitment to caring for trees in the public domain and on municipal land would be a better place to focus energy in order to achieve a good outcome in the long run. Today's Council would do the future a favour by strengthening the foothold of local eucalypts in its Significant Tree Preservation initiative.	Noted.
16.3	Section 6.1 (d) I am disappointed that habitat significance of indigenous species comes under 'Other Significance'. The value of local trees that support local insects that support small local species, as opposed to crows, magpies and kookaburras, bring the benefits of ecological diversity to our neighbourhood. I'd like to see natural heritage represented more strongly where practical.	Agreed. The reason it is listed in Other Significance is to align with the current clauses of Local Planning Scheme No. 10. On review of the Local Planning Framework, the Town can modify the scheme provisions to include habitat as its own separate criteria, which can then be updated in the Policy.
16.4	Section 6.2 a) A place to start would be to determine what percentage of a lot	Noted. The Residential Design Codes determine the building footprint by virtue of minimum

	can be built on so that there is a workable starting point for placement of 1 tree for every 350m ² ? And then requiring the undeveloped portion to have dimensions that can serve as a Tree Growth Zone.	requirements for open space and setbacks. The Policy prescribes the area required for a tree to ensure tree retention leads design instead of trees been an afterthought in the design process.
16.5	(b) People who are into trees will probably want to start with a tree that is smaller and younger as it is often the case that such trees will thrive and surge ahead of older grafted stock.	Noted. The Town considered larger trees should be required as the cost of providing larger trees would also act as an incentive for developers to instead retain existing mature trees.

ATTACHMENT NO. 10

5.7 Rodent Control

Objective

To ensure that residents have access to a supply of bait so as to control the rodent population within the Town and ensure that rodents do not build up resistance to the poison by receiving sub-lethal doses.

Policy

Council authorises the Manager Development Services OR Senior Environmental Health Officer] to issue rat bait to residential ratepayers at no charge to the ratepayer where a significant rat problem is found to exist.

Application

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

<p>Policy Type: Strategic Policy</p> <p>Link to Strategic Community Plan: Inclusive, Lifelong Learning, Health and Social Wellbeing</p>	<p>Policy Owner: Chief Executive Officer & Manager Development Services</p> <p>Last Reviewed: March 2014 Version 2</p> <p>Next Review due by: December 2016</p>
---	--

ATTACHMENT NO. 11

TOWN OF BASSENDEAN

MINUTES

AUDIT AND GOVERNANCE COMMITTEE

WEDNESDAY 3 JUNE 2020, 5.35PM

In accordance with regulation 12(2) and 14D of the *Local Government (Administration) Regulations 1996*, that due to the public health emergency arising from the COVID-19 Pandemic, the Audit and Governance Committee was held by electronic means.

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 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Nil

3.0 ATTENDANCES, APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

Present

Cr Hilary MacWilliam, Presiding Member
 Cr Renee McLennan
 Cr Chris Barty
 Tom Klaassen
 Elliott Brannen
 Martin Le Tessier

Staff/Consultants

Paul White, Director Corporate Services
 Elizabeth Kania, Manager Governance & Strategy
 Diane Depiazz, Manager Finance
 Syed Ahmed, Coordinator Procurement Contracts & Leases
 Liang Wong, Office of the Auditor General
 Krushna Hirani, RSM Australia
 Anne Cheng, Moore Stephens

Ron Back, Financial Advisor
Amy Holmes, Minute Secretary

Observer

Cr Kathryn Hamilton

4.0 **DECLARATIONS OF INTEREST**

Nil

5.0 **PRESENTATIONS OR DEPUTATIONS**

Nil

6.0 **CONFIRMATION OF MINUTES**

6.1 **Audit and Governance Meeting held on 11 March 2020**

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 6.1

MOVED Cr MacWilliam, Seconded Tom Klaassen, that the minutes of the Audit and Governance Committee meeting held on 11 March 2020, be confirmed as a true record.

CARRIED UNANIMOUSLY 6/0

7.0 **BUSINESS DEFERRED FROM PREVIOUS MEETING**

Nil

8.0 **REPORTS**

8.1 **Audit Risk Register (Paul White, Director Corporate Services)**

APPLICATION

The purpose of this report is to provide the Committee with the Town's Audit Risk Register – High Level Report, with updated actions since the last meeting of the Committee.

ATTACHMENTS

Confidential Attachment 1:

Audit Risk Register – High Level Report

BACKGROUND

The Town 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*.

The Moore Stephens report, "Review of Risk Management, Internal Controls and Legislative Compliance", was tabled at the Audit and Governance Committee meeting on 7 August 2019. Moore Stephens recommended that:

"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 Audit Risk Register – High-Level Report presents a summary of the audit risks and recommendations made in recent internal and external audit reports relating to the Town and provides an update on actions taken to address those recommendations.

The Audit Risk Register – High-Level Report will be updated and provided for each meeting of the Committee.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 8.1

AGC-1/06/20

MOVED Cr MacWilliam, Seconded Martin Le Tessier, that the Audit and Governance Committee receives the Confidential Audit Risk Register – High-Level Report.

CARRIED UNANIMOUSLY 6/0

8.2

Annual Audit of the Financial Report for 2019-20 – Audit Planning Memorandum (Ref: Paul White, Director Corporate Services)

APPLICATION

The purpose of this report is to provide the Committee with the Audit Planning Memorandum for the audit of the Town's Financial Report for 2019-20.

ATTACHMENTS

Attachment No. 1:

Town of Bassendean Audit Planning Memorandum, RSM Australia 30 June 2020

BACKGROUND

The Auditor General became responsible for the Town's external audit for the 2018-19 financial year. The Auditor General may contract out the audit but maintains overall responsibility for the audit and the audit opinion. The Town's audit last year was performed by Macri Partners. The Auditor General has appointed RSM Australia (RSM) as the Town's auditors for the next three years.

RSM has provided the attached Audit Planning Memorandum (APM) to brief the Audit Committee on the proposed approach by RSM. The APM outlines the:

- key deliverables from the audit
- process including key meetings
- terms of the engagement
- role of the Auditor General
- audit approach and key focus areas
- significant risk areas
- disclosures
- controls
- fraud risk

RSM also propose to engage an Information System Auditor specialist to assess the risk of material misstatement imposed by the Information Technology environment

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	
	5.1.3 Strengthen governance, risk management and compliance	Compliance Audit
	5.1.4 Improve efficiency and effectiveness of planning and services	Risk Management Profile
	5.1.5 Ensure optimal management of assets	Financial Ratio Benchmarked. Asset Ratio Benchmarked

STATUTORY REQUIREMENTS

Local Government Act 1995

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.

Local Government (Financial Management) Regulations 1996

The Regulations specify the required content of the annual financial report prepared under section 6.4 of the *Local Government Act 1995*.

Local Government Act 1995

7.12AB. Conducting a financial audit

The auditor must audit the accounts and annual financial report of a local government at least once in respect of each financial year.

7.12AD. Reporting on a financial audit

- (1) The auditor must prepare and sign a report on a financial audit.
- (2) The auditor must give the report to —
 - (a) the mayor, president or chairperson of the local government; and
 - (b) the CEO of the local government; and
 - (c) the Minister.

Local Government (Audit) Regulations 1996

10. Report by auditor

- (1) An auditor's report is to be forwarded to the persons specified in section 7.9(1) within 30 days of completing the audit.
- (2) The report is to give the auditor's opinion on —
 - (a) the financial position of the local government; and
 - (b) the results of the operations of the local government.
- (3) The report is to include —
 - (a) any material matters that in the opinion of the auditor indicate significant adverse trends in the financial position or the financial management practices of the local government; and
 - (b) any matters indicating non-compliance with Part 6 of the Act, the Local Government (Financial Management) Regulations 1996 or applicable financial controls in any other written law; and
 - (c) details of whether information and explanations were obtained by the auditor; and
 - (d) a report on the conduct of the audit; and
 - (e) the opinion of the auditor as to whether or not the following financial ratios included in the annual financial report are supported by verifiable information and reasonable assumptions —
 - (i) the asset consumption ratio; and
 - (ii) the asset renewal funding ratio.
- (4A) In subregulation (3)(e) —

asset consumption ratio has the meaning given in the Local Government (Financial Management) Regulations 1996 regulation 50(2);

asset renewal funding ratio has the meaning given in the Local Government (Financial Management) Regulations 1996 regulation 50(2).

- (4) Where it is considered by the auditor to be appropriate to do so, the auditor is to prepare a management report to accompany the auditor's report and to forward a copy of the management report to the persons specified in section 7.9(1) with the auditor's report.

FINANCIAL CONSIDERATIONS

Funds for the audit of the Town's annual Financial Report have been set aside in the Annual Budget for 2020-21.

COMMENT

The Director Corporate Services and Manager Finance had a pre-planning meeting with RSM on 30 March 2020 to review and update the audit approach and plan. The first touch point with Councillors is normally the entrance meeting to discuss the APM. However, due to the COVID-19 pandemic, the Town and RSM agreed instead that the APM would be tabled at a Council meeting.

Significant accounting issues and audit findings, if any, noted during the final audit will be discussed with the CEO, Auditor General and RSM at the Final Audit Closing Meeting. If there are significant, unresolved matters, then a meeting will also be held with the Audit and Governance Committee.

The Audit Exit Meeting will be held with the Audit and Governance Committee and will mainly cover the presentation and discussion of the audit closing report, which will outline any significant audit related matters concerning the financial report, management letters and improvement suggestions for future audits. The Audit Exit Meeting is expected to be held in November 2020.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION – ITEM 8.2

AGC-2/06/20

MOVED Cr MacWilliam, Seconded Elliott Brannen, that the Audit and Governance Committee receives the RSM Audit Planning Memorandum.

CARRIED UNANIMOUSLY 6/0

8.3 Internal Audit Schedule (Ref: Paul White, Director Corporate Services)

APPLICATION

The purpose of this report is to provide the Committee with the draft internal audit schedule for 2021-23 for review.

ATTACHMENTS

Attachment No. 2:

Internal Audit Schedule 2021-23

BACKGROUND

The Town appointed Moore Stephens as its internal auditors from 1 October 2016 to 30 June 2020 (RFQ CO 324 2016-17).

Moore Stephens has undertaken many internal audit engagements for the Town during that period, including the recent audit of accounts payable and purchasing.

The Town proposes to conduct a new RFQ process for internal audit services for the three years ending 30 June 2021, 2022 and 2023.

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) Compliance Audit Risk Management Profile Financial Ratio Benchmarked. Asset Ratio Benchmarked
	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	

STATUTORY REQUIREMENTS

Local Government Act 1995

7.1A. Audit committee

- (1) A local government is to establish an audit committee of 3 or more persons to exercise the powers and discharge the duties conferred on it.

Local Government (Audit) Regulations 1996

16. Functions of audit committee

An audit committee has the following functions —

- (a) to guide and assist the local government in carrying out —
 - (i) its functions under Part 6 of the Act; and
 - (ii) its functions relating to other audits and other matters related to financial management;
- (b) to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act;
- (c) to review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to —
 - (i) report to the council the results of that review; and
 - (ii) give a copy of the CEO's report to the council;
- (d) to monitor and advise the CEO when the CEO is carrying out functions in relation to a review under —
 - (i) regulation 17(1); and
 - (ii) the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (e) to support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;
- (f) to oversee the implementation of any action that the local government —
 - (i) is required to take by section 7.12A(3); and
 - (ii) has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and
 - (iii) has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and
 - (iv) has accepted should be taken following receipt of a report of a review conducted under the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (g) to perform any other function conferred on the audit committee by these regulations or another written law.

[Regulation 16 inserted: Gazette 26 Jun 2018 p. 2386-7.]

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.
- (3) The CEO is to report to the audit committee the results of that review.

Local Government (Financial Management) Regulations 1996

- (2) *The CEO is to —*
- (a) *ensure that the resources of the local government are effectively and efficiently managed; and*
 - (b) *assist the council to undertake reviews of fees and charges regularly (and not less than once in every financial year); and*
 - (c) *undertake reviews of the appropriateness and effectiveness of the financial management systems and procedures of the local government regularly (and not less than once in every 3 financial years) and report to the local government the results of those reviews.*

FINANCIAL CONSIDERATIONS

The Town includes anticipated internal audit expenditure in its annual budget.

COMMENT

Officers have reviewed the Town's risks for Finance and Information Technology activities and prepared the attached draft internal audit schedule for 2021-23, to test controls over those activities over the next three years.

Importantly, the internal audit schedule will test the control environment for the following proposed automation projects shortly after implementation:

- Payroll and employee leave;
- Purchasing and creditors; and
- Corporate credit cards.

The audit of IT controls is scheduled for year two, as a follow up to a current audit of general IT controls by RSM as part of the Town's annual audit overseen by the OAG.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION
– ITEM 8.3

AGC-3/06/20

MOVED Cr MacWilliam, Seconded Tom Klaassen, that the Audit and Governance Committee recommends to Council that it adopt the draft internal audit schedule for 2021-23, as attached to this report.

CARRIED UNANIMOUSLY 6/0

8.4 Procurement Process Improvements (Paul White, Director Corporate Services)

APPLICATION

The purpose of this report is to provide the Committee with an overview of recent improvements to procurement processes that have been introduced and implemented at the Town.

BACKGROUND

The Town's Audit Risk Register – High Level Report is tabled at each meeting of the Audit and Governance Committee.

The Audit Risk Register – High-Level Report presents a summary of the audit risks and recommendations made in recent internal and external audit reports relating to the Town and provides an update on actions taken to address those recommendations.

Many of these audit recommendations relate to procurement and contract management. The Town has taken a holistic approach to reforming its procurement and contract management practices and has commenced developing a Procurement and Contract Management Framework. This framework will, once completed, provide a comprehensive, integrated manual to govern all aspects of the Town's procurement and contract management activities, linking policy, procedures, workflow processes and forms to ensure effective procurement and contract management in compliance with all legislative requirements.

The Town has, over the past six months, made significant progress in developing this framework by introducing a range of improvements to procurement processes, aligned with best practice, to promote efficiency, improve governance and strengthen controls.

There remains much more to be done, however, the focus to date has been on the Town's higher value procurement activities, involving formal Request for Tender (RFT) and Request for Quote (RFQ) processes. Subsequent phases of the project will focus on lower level procurement (below \$60,000) and contract management.

The Procurement and Contract Management Framework is expected to be completed by the end of 2020.

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 Act 1995

Local Government (Functions and General) Regulations 1996

FINANCIAL CONSIDERATIONS

This report does not require a specific budget allocation, aside from a sum of \$8,000 per annum should the Town purchase the VendorPanel Pty Ltd product.

COMMENT

Procurement is usually defined as the process of finding and acquiring goods, services, or works from an external source. A typical procurement lifecycle consists of the following phases:

- Need identification, decision-making and specifications development;
- Documentation development and advertisement;
- Evaluation and validation; and
- Contract award and implementation.

The Town's primary objective for its procurement activities is to obtain the best value for money by securing the provision of goods and services of sufficient quality to meet its needs, at the lowest price.

The improvements to procurement processes introduced and implemented to date are listed below under the relevant phase of procurement activity.

Need Identification, Decision-Making and Specifications Development

A template for a 'Procurement Business Case' was introduced to assist business units (BUs) identify needs and options, conduct cost/benefit/risk analysis and develop an implementation strategy for the procurement.

A Contract Establishment Request form was developed to identify and capture BU objectives and establish the decision making process. This sets in motion the procurement process for any new or recurring requirement.

A detailed process map was produced to aid BUs visualise the entire procurement process.

A model timeline and 'Tender Deadline Schedule' was distributed to help BUs plan the procurement and comply with deadlines for submission of required documents to the Procurement Team.

The Procurement Brief for the CEO Bulletin was reviewed and updated.

Documentation Development and Advertisement Phase

RFTs and RFQs were categorised into separate tender packages for:

- Goods and services
- Construction
- Consultancy.

The Conditions of Tendering were reviewed and updated.

The Conditions of Contracts were reviewed and updated.

The Advertising process was streamlined by developing new templates for Tenderlink Notices and Market Force Advertisements.

An 'Approval to Issue RFT/RFQ Document' was developed to ensure the approval of the Contract Manager, BU and Director Corporate Services prior to tender advertisement.

Compliance and Qualitative Criteria were reviewed and updated to include new compliance criteria to minimise risk to the Town. 'Risk' was transferred from a qualitative criteria to a compliance criteria in recognition of its importance.

Evaluation and Validation

The existing 'Confidentiality and Disclosure Form' was updated.

An 'Evaluation Handbook' was developed to assist members of the Evaluation Panel evaluate tendered submissions in a consistent and equitable manner. The Handbook provides information on the evaluation process, timetable of events, how to evaluate submissions and procedural fairness.

The evaluation process was strengthened by adopting a 'two-stage' evaluation process under which tenderers are initially evaluated against the qualitative criteria, with the evaluation panel having no access to price information. Tenderers that meet the pre-determined qualitative threshold are eligible to progress to the second evaluation stage, being a price comparison. The Town will generally recommend Council award the contract to the tenderer with the lowest price once the qualitative threshold has been met.

A detailed 'Evaluation Worksheet' was developed to capture the individual panel member's comments and score for all compliance and qualitative criteria.

A 'Qualitative Criteria Matrix' was developed to capture and summarise the qualitative scores of the panel members and automate the selection of shortlisted tenderers above the qualitative threshold.

A 'Price Comparison Matrix' was developed to compare the lump sum price (for fixed rate/lump sum tenders) or the estimated financial value (for schedule of rates tenders) of the shortlisted tenderers.

The 'Reference Check' questionnaire was refined according to tender type (goods and services/ construction/ consultancy) and at least two reference checks made mandatory for any tender/quotation.

A Financial health check for the preferred tenderer has been made mandatory.

An OSH compliance check for the preferred tenderer has been made mandatory.

A new 'Evaluation and Recommendation Report' was developed to record the tender process and improve the information provided to Council.

Contract Award and Implementation

The Contract document was reviewed and updated.

Separate 'Letter of Award' for goods and services and construction contracts were developed.

Response letters to unsuccessful respondents were updated.

Feedback process to unsuccessful tenderers was established, including a new email template for unsuccessful tenderers seeking feedback on their tender submission.

The 'Tender Register' for publicly advertised tenders has been revised and made available on the Town's website.

The 'Contract Variation request' form was updated to include more financial and contractual information.

Other Changes

A new 'Sole Supplier Memo' was developed to capture the evidence and approval for the procurement of goods and/or services from only one private sector source of supply.

A new 'Management Agreement Extension Form' was developed for the extension of an expiring Agreement.

Next Steps

Standard Terms and Conditions for Purchase Orders are being developed. This ensures that lower value contracts are performed under the Town's terms and conditions, rather than those of the contractor. The Standard Terms and Conditions will be published on the Town's website shortly.

Local Suppliers

Council has indicated a strong desire to introduce measures to promote business with local suppliers and suppliers who engage local businesses and/or employ local residents. The Town, as part of its response to the COVID_19 pandemic has implemented a "Be a Loyal Local" campaign which provides a platform for local businesses to promote their goods and services to the community.

The Town's Procurement Team is currently researching options to incorporate local supplier measurements into RFT and RFQ processes in a transparent, consistent and measurable way to enhance the Town's ability to award contracts to local suppliers.

The Procurement Team is also examining options to implement a solution to help manage contract spend below the Town's RFQ threshold of \$60,000 through VendorPanel, which provides the WALGA eQuotes platform used extensively throughout Local Government.

Implementation of the VendorPanel Enterprise Solution may make it easier for staff to engage and source quotations from local suppliers using geolocation technology. The Town could set up its own preferred categorised supplier lists, invite local suppliers to submit quotations, evaluate submissions, award contracts, manage supplier compliance (insurance, license, registration and the like) and report and analyse procurement activity.

Automation of purchasing processes

The Town plans to automate its purchasing function in 2020, including corporate credit card approval and acquittal.

The Moore Stephens Internal Audit report on Accounts Payable and Purchasing (Agenda Item 9.4), highlighted a need for implementation of system controls to replace manual controls to strengthen the existing internal control environment.

Moore Stephens recommended the Town consider upgrading the existing financial system to a more contemporary version, including automated controls.

Finance officers consider the best approach is to upgrade the Town's financial system incrementally and plan to commence with the implementation of automated purchasing in 2020.

Moore Stephens identified through data analytics that 47 per cent of the Town's Purchase Orders were for less than \$500, representing only three (3) per cent of the Town's contract spend. Moore Stephens suggested the Town could gain purchasing efficiency by increasing the frequency of purchasing via credit card for purchases less than \$500.

The Town is currently working with its banker to implement an automated credit card approval and acquittal system to replace the current manual systems and will consider a shift in purchasing mix for small value purchases once that implementation is complete.

Review of Policy

The Town's Procurement Policy and Procurement Guidelines will be reviewed as part of the project to develop the Procurement and Contract Management Framework.

Moore Stephens identified that the Procurement Policy with respect to purchasing thresholds could be improved to align 'purchasing method required' with the level of risk commensurate with the purchasing activity.

The review of the Purchasing Policy will include a review of purchasing thresholds to ensure the thresholds are aligned to risk and the Purchasing Guidelines will be reviewed with a view to realising efficiency gains from a transition of low level spending to credit cards.

It needs to be considered how we can put a quantitative measure on local business, sustainability, Aboriginal/Indigenous employers and disability employers. Staff are researching how other local governments are implementing this.

**COUNCIL RESOLUTION/OFFICER RECOMMENDATION –
ITEM 8.4**

AGC-4/06/20

MOVED Cr MacWilliam, Seconded Martin Le Tessier, that the Audit and Governance Committee notes the improvements to procurement processes outlined in this report and the progress toward development of a Procurement and Contract Management Manual.

CARRIED UNANIMOUSLY 6/0

8.5 Internal Audit - Accounts Payable and Purchasing, Moore Stephens, May 2020 (Ref: Paul White, Director Corporate Services)

APPLICATION

The purpose of this report is to provide the report prepared by the Town's internal auditors, Moore Stephens, following their audit of the Town's accounts payable and purchasing functions.

ATTACHMENTS

Attachment No. 3: Internal Audit - Accounts Payable & Purchasing, Moore Stephens, May 2020

BACKGROUND

The internal audit of accounts payable and purchasing was conducted by Moore Stephens following Council endorsement of the Assurance Plan for 2019-20 at the Ordinary Council meeting on 27 August 2019.

The internal audit report outlines the objectives and scope of the audit, including the use of data analytics to identify high-risk transactions and other anomalies for further testing, and presents key findings and recommendations.

The audit found broad compliance with the Town's Purchasing Policy and Procurement Guidelines and found the manual operating controls in place support a culture of staff performing diligent reviews. However, the audit highlighted a need for implementation of system controls to replace manual controls to strengthen the existing internal control environment and recommended the Town consider upgrading the existing financial system to a more contemporary version including automated controls.

Moore Stephens also recommended the Town develop a Fraud and Corruption Control Plan to help ensure a strategic approach to mitigate fraud risk within the Town's risk appetite.

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 (Financial Management) Regulations 1996

5. CEO's duties as to financial management
 - (1) Efficient systems and procedures are to be established by the CEO of a local government –
 - (c) for the proper maintenance and security of the financial records of the local government (whether maintained in written form or by electronic or other means or process); and
 - (e) to ensure proper authorisation for the incurring of liabilities and the making of payments;

FINANCIAL CONSIDERATIONS

The budget for the Town's internal audit program was included in the adopted Annual Budget for 2019-20.

COMMENT

Moore Stephens highlighted eleven (11) key findings and risks, seven (7) of which were said to represent a control weakness which may become more serious if not addressed (marked with a yellow dot in the report).

The Town is in agreement with Moore Stephens regarding the key findings and recommendations and will respond to the risks identified by taking comprehensive action in 2020-21, including:

- * Automating its purchasing function
- * Reviewing its Purchasing Policy and Procurement Guidelines
- * Reviewing user access privileges
- * Developing and implementing a fraud and corruption control plan
- * Reviewing inactive and duplicate suppliers and bank accounts.

The audit identified through data analytics that 47% of purchase orders raised were for an amount of less than \$500, representing only 3% of purchasing spend. Moore Stephens recommended the Town consider increasing the use of credit cards for purchases up to \$500 to reduce the administration costs of low value purchase orders.

Following implementation of an automated credit card approval and acquittal system, the Town will review its purchasing guidelines with a view to shifting low-value purchases to credit cards.

The Audit Risk Register - High-Level Report will be updated to include the recommendations made by Moore Stephens in its accounts payable and purchasing report.

Cr Barty left the meeting at 6.50pm and returned at 6.52pm.

Lack of automated controls are the key issue. Work is being undertaken by staff on developing a purchasing framework, automation of systems and training to ensure a really robust purchasing process.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION - ITEM 8.5

AGC-5/06/20

MOVED Cr MacWilliam, Seconded Cr McLennan, that the Audit and Governance Committee receives the Internal Audit - Accounts Payable and Purchasing Report and notes the management comments included in that report.

CARRIED UNANIMOUSLY 6/0

9.0 **MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN
GIVEN**

Nil

10.0 **ANNOUNCEMENTS OF NOTICES OF MOTION FOR THE
NEXT MEETING**

Nil

11.0 **CONFIDENTIAL BUSINESS**

Nil

12.0 **CLOSURE**

The next meeting is to be held on Wednesday 5 August 2020, commencing at 5.30pm.

There being no further business, the Presiding Member closed the meeting at 7.06pm.

ATTACHMENT NO. 12



FINANCIAL STATEMENTS

FOR THE PERIOD ENDED

31 May 2020

TOWN OF BASSENDEAN

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 31 May 2020

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

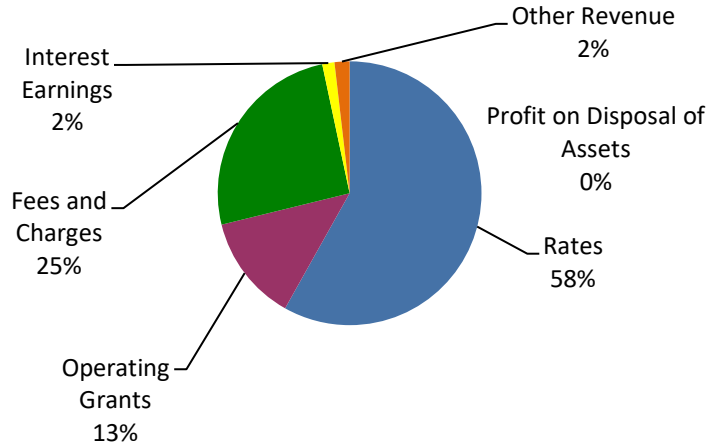
TABLE OF CONTENTS

Summary Graphs		2
Statement of Financial Activity by Program		3
Statement of Financial Activity By Nature or Type		4
Statement of Financial Position		5-9
Statement of Cash Flows		10-11
Note 1	Explanation of Material Variance	12
Note 2	Rating Information	13
Note 3	Net Current Funding Position	14
Note 4	Information on Borrowings	15
Note 5	Investments	16
Note 6	Current Receivables and Payables	17
Note 7	Cash Backed Reserves	18
Note 8	Capital Works Program	19
Note 9	Budget Amendments	20
Note 10	Disposal of Assets	21
Note 11	Trust	22

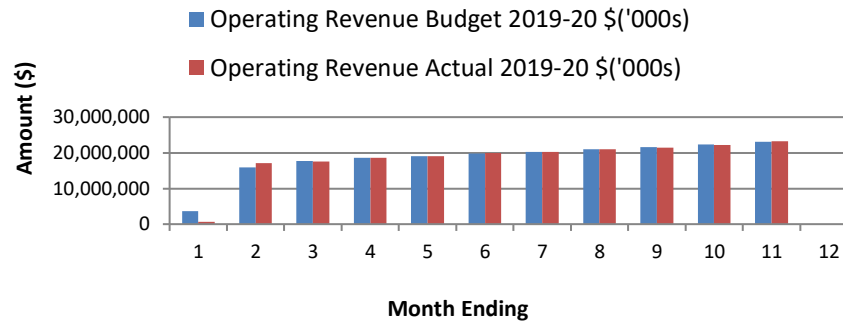
**Town of Bassendean
Information Summary
For the Period Ended 31 May 2020**

Attachments Page 160

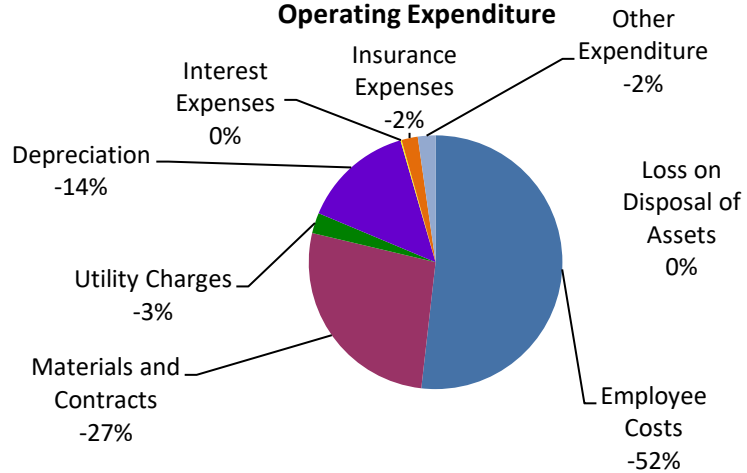
Operating Revenue



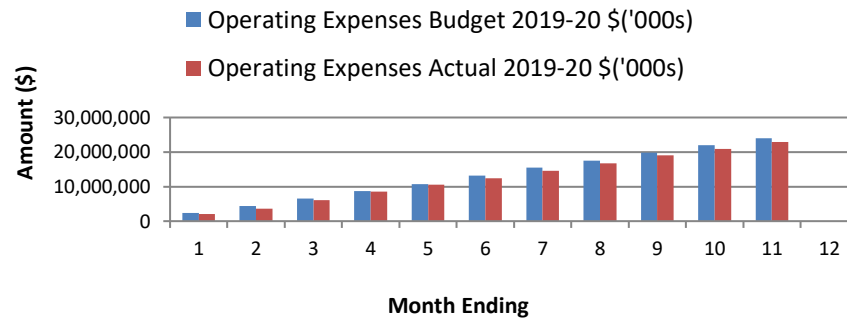
**Budget Operating Revenue -v- YTD Actual
Refer Statement of Financial Activity by
Nature or Type**



Operating Expenditure



**Budget Operating Expenditure -v- YTD Actual
Refer Statement of Financial Activity by
Nature or Type**



TOWN OF BASSENDEAN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 May 2020

Attachments Page 161

	Note	Original Annual Budget	Amended Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	%
Opening Funding Surplus(Deficit)	3	1,630,400	1,432,345	1,432,345	1,432,345	0.00%
Revenue from operating activities						
Governance		17,200	39,360	36,091	39,236	8.71%
General Purpose Funding - Rates	2	13,371,221	13,086,984	13,082,810	13,102,443	0.15%
General Purpose Funding - Other		945,182	917,589	858,769	1,068,008	24.37%
Law, Order and Public Safety		116,400	122,400	119,481	121,855	1.99%
Health		2,732,665	2,856,081	2,855,696	2,861,439	0.20%
Education and Welfare		5,120,258	5,120,258	4,782,781	4,696,278	(1.81%)
Community Amenities		148,000	148,000	136,641	116,785	(14.53%)
Recreation and Culture		188,910	290,250	264,426	229,832	(13.08%)
Transport		39,580	62,462	62,125	62,801	1.09%
Economic Services		95,350	142,695	134,729	140,338	4.16%
Other Property and Services		83,700	91,080	82,271	99,413	20.84%
		22,858,466	22,877,159	22,415,820	22,538,427	0.55%
Expenditure from operating activities						
Governance		(1,140,872)	(1,210,553)	(929,316)	(992,197)	(6.77%)
General Purpose Funding		(930,248)	(1,014,366)	(855,321)	(826,006)	3.43%
Law, Order and Public Safety		(716,404)	(738,277)	(661,434)	(611,608)	7.53%
Health		(3,257,400)	(3,485,945)	(3,044,399)	(2,748,122)	9.73%
Education and Welfare		(5,679,422)	(5,754,242)	(5,224,721)	(5,220,598)	0.08%
Community Amenities		(1,474,379)	(1,415,174)	(1,267,450)	(1,197,948)	5.48%
Recreation and Culture		(6,474,962)	(6,636,404)	(5,768,500)	(5,500,846)	4.64%
Transport		(5,679,404)	(5,526,405)	(5,625,012)	(5,278,893)	6.15%
Economic Services		(620,697)	(645,205)	(535,055)	(496,357)	7.23%
Other Property and Services		(46,278)	(96,159)	(53,210)	1,498	102.82%
		(26,020,067)	(26,522,731)	(23,964,418)	(22,871,077)	4.56%
Operating activities excluded from budget						
Add back Depreciation		3,505,012	3,505,012	3,212,737	3,251,940	1.22%
Adjust (Profit)/Loss on Asset Disposal		8,319	9,819	8,998	-	(100.00%)
Movement in Leave Reserve		14,871	14,871	12,234	12,234	0.00%
Amount attributable to operating activities		366,601	(115,870)	1,685,370	2,931,525	
Investing Activities						
Non-operating Grants, Subsidies and Contributions		2,066,917	1,914,827	654,226	691,565	5.71%
Proceeds from Disposal of Assets	10	656,500	657,740	-	1,000,136	
Land and Buildings	8	(1,748,710)	(1,903,037)	(528,800)	(481,822)	8.88%
Infrastructure Assets - Roads	8	(2,254,002)	(1,880,804)	(305,989)	(284,743)	6.94%
Infrastructure Assets - Footpaths	8	(50,000)	(50,000)	(40,000)	(32,201)	19.50%
Infrastructure Assets - Other	8	(1,305,620)	(1,391,045)	(191,585)	(85,969)	55.13%
Infrastructure Assets - Drainage	8	(63,541)	(63,541)	(63,541)	(20,905)	67.10%
Plant and Equipment	8	(53,500)	(37,975)	(37,975)	(15,255)	59.83%
Furniture and Equipment	8	(629,578)	(617,578)	(405,600)	(214,467)	47.12%
Amount attributable to investing activities		(3,381,534)	(3,371,413)	(919,264)	556,338	
Financing Activities						
Self-Supporting Loan Principal		23,766	23,766	22,500	22,500	0.00%
Transfer from Reserves	5	3,671,705	3,829,848	-	-	
Repayment of Debentures	4	(130,368)	(130,368)	(116,016)	(116,016)	0.00%
Transfer to Reserves	5	(2,150,310)	(1,668,018)	(92,939)	(92,939)	0.00%
Amount attributable to financing activities		1,414,793	2,055,228	(186,456)	(186,456)	
Closing Funding Surplus(Deficit)	3	30,260	291	2,011,995	4,733,751	

TOWN OF BASSENDEAN
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 May 2020

Attachments Page 162

	Note	Original Annual Budget	Amended Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	%
Opening Funding Surplus (Deficit)	3	1,630,400	1,432,345	1,432,345	1,432,345	0.00%
Revenue from operating activities						
Rates	2	13,410,680	13,086,984	13,082,810	13,102,443	0.15%
Operating Grants, Subsidies and Contributions		2,568,654	2,577,893	2,521,643	2,938,531	16.53%
Fees and Charges		5,989,971	6,303,917	5,986,274	5,745,930	(4.01%)
Interest Earnings		460,345	460,345	412,236	337,086	(18.23%)
Other Revenue		427,316	495,365	460,202	414,437	(9.94%)
Profit on Disposal of Assets	10	1,500	-	-	-	
		22,858,466	22,924,504	22,463,165	22,538,427	0.34%
Expenditure from operating activities						
Employee Costs		(12,291,093)	(12,640,508)	(11,547,445)	(11,846,889)	(2.59%)
Materials and Contracts		(8,122,358)	(8,209,677)	(7,318,766)	(6,152,564)	15.93%
Utility Charges		(719,114)	(721,514)	(663,539)	(597,816)	9.90%
Depreciation on Non-Current Assets		(3,505,012)	(3,505,012)	(3,212,737)	(3,251,940)	(1.22%)
Interest Expenses		(49,688)	(41,522)	(36,186)	(32,192)	11.04%
Insurance Expenses		(452,413)	(476,115)	(467,115)	(474,331)	(1.54%)
Other Expenditure		(870,570)	(918,563)	(709,633)	(515,346)	27.38%
Loss on Disposal of Assets	10	(9,819)	(9,819)	(8,998)	-	100.00%
		(26,020,067)	(26,522,732)	(23,964,418)	(22,871,077)	4.56%
Operating activities excluded from budget						
Add back Depreciation		3,505,012	3,505,012	3,212,737	3,251,940	1.22%
Adjust (Profit)/Loss on Asset Disposal		8,319	9,819	8,998	-	(100.00%)
Movement in Leave Reserve		14,871	14,871	12,234	12,234	0.00%
Amount attributable to operating activities		366,601	(68,525)	1,732,715	2,931,524	
Investing activities						
Grants, Subsidies and Contributions		2,066,917	1,914,827	654,226	691,565	5.71%
Proceeds from Disposal of Assets	10	656,500	657,740	-	1,000,136	
Land and Buildings	8	(1,748,710)	(1,903,037)	(528,800)	(481,822)	8.88%
Infrastructure Assets - Roads	8	(2,254,002)	(1,880,804)	(305,989)	(284,743)	6.94%
Infrastructure Assets - Footpaths	8	(50,000)	(50,000)	(40,000)	(32,201)	19.50%
Infrastructure Assets - Other	8	(1,305,620)	(1,391,045)	(191,585)	(85,969)	55.13%
Infrastructure Assets - Drainage	8	(63,541)	(63,541)	(63,541)	(20,905)	67.10%
Plant and Equipment	8	(53,500)	(37,975)	(37,975)	(15,255)	59.83%
Furniture and Equipment	8	(629,578)	(617,578)	(405,600)	(214,467)	47.12%
Amount attributable to investing activities		(3,381,534)	(3,371,413)	(919,264)	556,338	
Financing Activities						
Self-Supporting Loan Principal		23,766	23,766	22,500	22,500	0.00%
Transfer from Reserves	7	3,671,705	3,829,848	-	-	
Repayment of Debentures	4	(130,368)	(130,368)	(116,016)	(116,016)	0.00%
Transfer to Reserves	7	(2,150,310)	(1,668,018)	(92,939)	(92,939)	0.00%
Amount attributable to financing activities		1,414,793	2,055,228	(186,456)	(186,456)	
Closing Funding Surplus (Deficit)	3	30,260	47,636	2,059,340	4,733,751	

Town of Bassendean
STATEMENT OF FINANCIAL POSITION
For the Period Ended 31 May 2020

	2019-20	2018-19
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	13,894,148	12,355,302
Trade and other receivables	2,465,514	1,011,100
Inventories	22,299	17,076
TOTAL CURRENT ASSETS	<u>16,381,961</u>	<u>13,383,480</u>
NON-CURRENT ASSETS		
Financial Assets	122,620	122,620
Other receivables	507,743	530,243
Property, plant and equipment	55,923,973	55,780,007
Infrastructure	105,136,088	107,396,630
Interests in Joint Ventures	8,386,081	8,386,081
TOTAL NON-CURRENT ASSETS	<u>170,076,506</u>	<u>172,215,582</u>
TOTAL ASSETS	<u>186,458,467</u>	<u>185,599,062</u>
CURRENT LIABILITIES		
Trade and other payables	2,917,103	3,295,969
Current portion of long term borrowings	14,352	130,368
Provisions	2,413,161	2,417,923
TOTAL CURRENT LIABILITIES	<u>5,344,616</u>	<u>5,844,261</u>
NON-CURRENT LIABILITIES		
Long term borrowings	549,315	549,315
Provisions	158,837	158,837
TOTAL NON-CURRENT LIABILITIES	<u>708,153</u>	<u>708,153</u>
TOTAL LIABILITIES	<u>6,052,769</u>	<u>6,552,414</u>
NET ASSETS	<u>180,405,698</u>	<u>179,046,648</u>
EQUITY		
Retained surplus	30,475,327	29,209,215
Reserves - cash backed	7,049,951	6,957,012
Revaluation surplus	142,880,420	142,880,420
TOTAL EQUITY	<u>180,405,698</u>	<u>179,046,648</u>

This statement is to be read in conjunction with the accompanying notes.

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 31 May 2020

Statement of Financial Position Detailed	2019/2020 \$	2018/2019 \$
CASH AND CASH EQUIVALENTS		
Unrestricted	4,292,962	3,031,343
Restricted	9,601,186	9,323,959
	<u>13,894,148</u>	<u>12,355,302</u>
The following restrictions have been imposed by regulations or other externally imposed requirements:		
Leave Reserve	755,766	743,532
Plant & Equipment Reserve	403,298	396,298
Community Facilities Reserve	54,563	53,616
Land & Building Infrastructure Reserve	1,921,293	1,887,948
Waste Management Reserve	1,104,540	1,085,370
Wind in the Willows Reserve	49,058	48,206
Aged Persons Reserve	560,697	550,966
Youth Development Reserve	29,743	29,227
Underground Power Reserve	85,844	84,354
Drainage Reserve	147,294	144,737
Tree Reserve	163,553	160,660
Bus Shelter Reserve	21,621	21,300
HACC Assets Replacement	124,670	122,784
Unspent Portion of Grants	1,628,013	1,628,013
Hyde Retirement Village Retention Bonds	241,100	256,550
Other Bonds & Deposits	2,310,134	2,110,398
	<u>9,601,186</u>	<u>9,323,959</u>
TRADE AND OTHER RECEIVABLES		
Current		
Rates Outstanding	1,224,435	785,846
Sundry Debtors - General	1,174,266	86,436
GST Receivable	(37,603)	32,274
Accrued Interest	-	2,130
Sundry Debtors - SSL	23,766	23,766
Long Service Leave Due from Other Councils	80,650	80,650
	<u>2,465,514</u>	<u>1,011,100</u>
Non-Current		
Rates Outstanding - Pensioners	325,082	325,083
Loans - Clubs/Institutions	182,661	205,160
	<u>507,743</u>	<u>530,243</u>
Investments - Government House	<u>122,620</u>	<u>122,620</u>
Investments- EMRC	<u>8,386,081</u>	<u>8,386,081</u>
INVENTORIES		
Current		
Fuel and Materials	22,299	17,076
	<u>22,299</u>	<u>17,076</u>

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 31 May 2020

	2019/2020	2018/2019
	\$	\$
Statement of Financial Position Detailed		
PROPERTY, PLANT AND EQUIPMENT		
Land and Buildings		
- Independent Valuation 2017 - Level 2	36,381,646	36,381,646
Buildings at:		
- Independent Valuation 2017 - Level 3	26,275,930	26,275,930
- Additions after valuation - cost	481,822	-
Less: accumulated depreciation	(8,731,934)	(8,276,412)
	18,025,818	17,999,518
Total Land and Buildings	54,407,464	54,381,164
Furniture and Equipment - Management Valuation 2016	165,239	165,239
- Additions after valuation - cost	495,743	281,276
Less Accumulated Depreciation	(197,053)	(157,937)
Less Accumulated Depreciation	463,929	288,578
Plant and Equipment - Independent Valuation 2016		
- Independent Valuation 2016 - Level 2	1,898,330	1,898,330
- Independent Valuation 2016 - Level 3	714,601	714,601
- Additions after valuation - cost	246,688	231,433
Less Accumulated Depreciation	(1,653,271)	(1,580,331)
-Less Disposals after Valuation	(216,389)	(216,389)
	989,959	1,047,644
Art Works		
- Management Valuation 2018 - Level 2	62,620	62,620
	62,620	62,620
	55,923,973	55,780,007

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 31 May 2020

	2019/2020	2018/2019
	\$	\$
Statement of Financial Position Detailed		
INFRASTRUCTURE		
Roads - Independent Valuation 2017	84,599,586	84,599,586
- Additions after valuation - cost	284,743	
Less Accumulated Depreciation	(19,476,664)	(18,117,855)
	65,407,666	66,481,731
Footpaths - Independent Valuation 2017	10,332,111	10,332,111
- Additions after valuation - cost	32,201	
Less Accumulated Depreciation	(3,707,709)	(3,484,861)
	6,656,603	6,847,250
INFRASTRUCTURE		
Drainage - Independent Valuation 2017	40,475,300	40,475,300
- Additions after valuation - cost	20,905	-
Less Accumulated Depreciation	(18,611,843)	(18,065,759)
	21,884,362	22,409,541
Parks & Ovals - Independent Valuation 2018	18,392,206	18,392,206
- Additions after valuation - cost	85,969	-
Less Accumulated Depreciation	(7,290,717)	(6,734,096)
	11,187,458	11,658,110
	105,136,088	107,396,630
TRADE AND OTHER PAYABLES		
Current		
Sundry Creditors	365,552	656,856
Payroll Creditors	317	-
Accrued Interest on Debentures	-	4,005
Accrued Salaries and Wages	-	268,160
Bonds & Other Deposits	2,310,134	2,110,398
Hyde Retirement Village Bonds	241,100	256,550
	2,917,103	3,295,969
LONG-TERM BORROWINGS		
Secured by Floating Charge		
Loan Liability - Current	14,352	130,368
	14,352	130,368
Non-Current		
Secured by Floating Charge		
Loan Liability - Non Current	549,315	549,315
	549,315	549,315

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 31 May 2020

	2019/2020	2018/2019
	\$	\$
Statement of Financial Position Detailed		
PROVISIONS		
Current		
Provision for Annual Leave	1,033,780	1,038,542
Provision for Long Service Leave	1,379,381	1,379,382
	<u>2,413,161</u>	<u>2,417,923</u>
Non-Current		
Provision for Long Service Leave	158,837	158,837
	<u>158,837</u>	<u>158,837</u>
RECONCILIATION		
TOTAL CURRENT ASSETS	16,381,961	13,383,480
TOTAL NON CURRENT ASSETS	170,076,506	172,215,582
TOTAL ASSETS	186,458,467	185,599,062
TOTAL CURRENT LIABILITIES	5,344,616	5,844,261
TOTAL NON CURRENT LIABILITIES	708,153	708,153
TOTAL LIABILITIES	6,052,769	6,552,414
NET ASSETS	180,405,698	179,046,648

**TOWN OF BASSENDEAN
STATEMENT OF CASH FLOWS**

	2019/20 Actual \$	2019/20 Budget \$
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts:		
Rates	16,479,439	13,610,680
Operating grants, subsidies and contributions	2,938,531	2,711,074
Fees and charges	551,529	6,009,971
Interest	339,216	460,345
Goods and services tax	928,204	1,350,000
Other revenue	414,437	400,316
	<u>21,651,356</u>	<u>24,542,386</u>
Payments:		
Employee costs	(12,154,719)	(12,391,093)
Materials and contracts	(6,157,790)	(8,166,766)
Utility charges	(597,816)	(719,114)
Interest expenses	(36,197)	(44,688)
Insurance expenses	(474,331)	(452,413)
Goods and services tax	(823,419)	(900,000)
Other expenditure	(515,346)	(870,570)
	<u>(20,759,619)</u>	<u>(23,544,644)</u>
Net cash provided by (used in) operating activities	<u>891,738</u>	<u>997,742</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Receipts:		
Non-operating grants, subsidies and contributions	691,565	2,066,917
Proceeds from sale of assets	1,000,136	656,500
Payments:		
Payments for purchase of property, plant & equipment	(711,545)	(2,431,788)
Payments for construction of infrastructure	(423,819)	(3,673,163)
Net cash provided by (used in) investment activities	<u>556,338</u>	<u>(3,381,534)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Receipts:		
Proceeds from self supporting loans	22,500	23,766
Transfer from Trust	184,286	400,000
Payments:		
Repayment of debentures	(116,016)	(130,368)
Net cash provided by (used in) financing activities	<u>90,770</u>	<u>293,398</u>
Net increase (decrease) in cash held	1,538,845	(2,090,393)
Cash and cash equivalents at beginning of year	12,355,302	12,377,774
Cash and cash equivalents at the end of the year	<u>13,894,148</u>	<u>10,287,380</u>

This statement is to be read in conjunction with the accompanying notes.

**TOWN OF BASSENDEAN
NOTES TO AND FORMING PART OF THE CASHFLOW**

NOTES TO THE CASH FLOW STATEMENT

(a) Reconciliation of Cash

For the purposes of the cash flow statement, cash includes cash on hand and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to related items in the balance sheet as follows:

	2019/20 Actual \$	2019/20 Budget \$
Cash and Cash Equivalents	13,894,148	10,287,380

(b) Reconciliation of Net Cash Provided By Operating Activities to Net Result

Net Result	358,915	(1,100,264)
Depreciation	3,251,940	3,505,012
(Profit)/Loss on Sale of Asset	-	8,319
(Increase)/Decrease in Receivables	(1,815,278)	(60,000)
(Increase)/Decrease in Inventories	(5,223)	
Increase/(Decrease) in Payables & Accruals	(202,288)	225,000
Increase/(Decrease) in Employee Provisions	(4,762)	50,000
Grants/Contributions for the Development of Assets	(691,565)	(1,630,325)
Net Cash from Operating Activities	891,738	997,742

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Note 1: Explanation of Material Variances

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget or greater than 10% or \$5000.

➕ More Revenue OR Less Expenditure
➖ Less Revenue OR More Expenditure

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenue	\$	%			
Governance	3,145	9%			Within Variance Threshold
General Purpose Funding - Rates	19,633	0.2%		Permanent	Interim rating above budget
General Purpose Funding - Other	209,239	24%	➕	Permanent	Financial Assistance Grant received in advance offset by Investment interest under budget due to low interest rates
Law, Order and Public Safety	2,374	2%			Within Variance Threshold
Health	5,743	0%			Within Variance Threshold
Education and Welfare	(86,503)	(2%)		Permanent	Child care fees under budget due to Government decision to provide free child care during COVID-19
Community Amenities	(19,856)	(15%)	➖	Timing	Town Planning fees tracking under the YTD budget
Recreation and Culture	(34,594)	(13%)	➖	Permanent	SDFC-Licence Fees and naming rights waived and hall hire for leisure courses under budget due to COVID19
Transport	676	1%			Within Variance Threshold
Economic Services	5,609	4%			Within Variance Threshold
Other Property and Services	17,142	21%	➕	Timing / Permanent	Private works income above budget and insurance reimbursements tracking above YTD budget
Operating Expense	\$	%			
Governance	(62,882)	(7%)			Timing of expenditure
General Purpose Funding	29,315	3%		Timing	Expenditure tracking under budget
Law, Order and Public Safety	49,826	8%		Timing / Permanent	Savings in the Emergency Services Program budget/timing of pound expenses
Health	296,277	10%		Timing	Environmental projects/sanitation and household refuge under the YTD budget due to timing
Education and Welfare	4,123	0%			Withing budget threshold
Community Amenities	69,502	5%		Timing	Community amenities maintenance, TPS4A and the local planning strategy under YTD budget
Recreation and Culture	267,655	5%		Timing / Permanent	Library costs and cultural projects under budget. Leisure programs and public events under budget due to COVID-19
Transport	346,119	6%		Timing	Street Tree Planting Program and other projects under budget due to timing
Economic Services	38,698	7%		Timing	Building inspection fees suspended due to COVID-19
Other Property and Services	54,709	103%	➕	Timing / Permanent	Timing of expenditure
Operating activities excluded from budget					
Depreciation	(39,203)	1%		Permanent	Within Variance Threshold/Depreciation tracking above budget
Adjust (Profit)/Loss on Asset Disposal	(8,998)	(100%)		Timing	Timing of disposal of assets
Capital Revenues					
Grants, Subsidies and Contributions	37,339	6%		Permanent	Capital grant funding received above budget
Proceeds from Disposal of Assets	1,000,136		➕		Proceeds from sale of Lot 5 (No. 246) Morley Drive East, Eden Hill
Capital Expenses					<i>Refer to Note 8 for Capital expenditure detail</i>
Land and Buildings	(46,978)	9%		Timing	Timing of projects/carryover to 20/21
Infrastructure - Roads	(21,246)	7%		Timing	Timing of projects/in progress
Infrastructure - Footpaths	(7,799)	19%		Timing	Timing of projects/in progress
Infrastructure Assets - Other	(105,616)	55%		Timing	Timing of projects/carryover to 20/21
Infrastructure Assets - Drainage	(42,636)	67%		Timing	Carryover to 20/21
Plant and Equipment	(22,720)	60%		Timing	Timing/in progress
Furniture and Equipment	(191,133)	47%		Timing	Timing of projects/carryover to 20/21
Financing					
Self-Supporting Loan Principal	0	0%			Within Variance Threshold
Transfer from Reserves	0				Within Variance Threshold/Transfers from reserve to fund capital projects still to occur
Repayment of Debentures	0	0%			Within Variance Threshold
Transfer to Reserves	0	0%			Within Variance Threshold/Transfers to reserve still to occur
Opening Funding Surplus(Deficit)	0	0%			Within Variance Threshold

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 171

Note 2: Rating Information	Rate in	Number of Properties	Rateable Value	YTD Actual				Amended Budget			
				Rate Revenue	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
General Rate	7.3020	5,962	162,036,773	11,625,473	65,246	12,614	11,703,333	11,909,496	50,000	12,614	11,972,110
Sub-Totals		5,962	162,036,773	11,625,473	65,246	12,614	11,703,333	11,909,496	50,000	12,614	11,972,110
Minimum Payment											
Minimum Rate	1,106	1,300	17,972,511	1,399,111	-	-	1,399,111	1,399,111	-	-	1,399,111
Sub-Totals		1,300	17,972,511	1,399,111	-	-	1,399,111	1,399,111	-	-	1,399,111
Amount from General Rates		7,262	180,009,284	13,024,584	65,246	12,614	13,102,443	13,308,607	50,000	12,614	13,371,221
Totals							13,102,443				13,371,221

Comments - Rating Information

To meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

The Rates for 2019/20 were issued on the 6th September 2019. The due date for the payment of rates is October 11th 2019, unless the option to pay by instalments is taken. Rates instalments are subject to an instalment fee of \$36 and 5.5% interest. Instalment dates for 2019/20 are:
 1st: 11 October 2019
 2nd: 13 December 2019
 3rd: 14 February 2020
 4th: 17 April 2020

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 172

Note 3: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

	Last Years Actual Closing	Current
	30 June 2019	31 May 2020
	\$	\$
Current Assets		
Cash Unrestricted	3,031,342	5,794,762
Cash Restricted	6,957,012	7,049,951
Restricted Cash - Trust	2,366,948	1,049,434
Rates Outstanding	785,846	1,224,435
Sundry Debtors	190,852	1,278,682
GST Receivable	32,274	(37,603)
Accrued Interest	2,130	-
Inventories	17,076	22,299
	13,383,480	16,381,961
Less: Current Liabilities		
Sundry Creditors	(656,856)	(365,552)
Accrued Interest on Debentures	(4,005)	-
Accrued Salaries and Wages	(268,160)	-
Hyde Retirement Village Bonds	(256,550)	(241,100)
Bonds and Other Deposits	(2,110,398)	(2,310,134)
Current Employee Provisions	(2,417,924)	(2,413,161)
	(5,713,893)	(5,330,264)
Net Current Assets	7,669,587	11,051,697
Less: Cash Reserves	(6,957,012)	(7,049,951)
Less: SSL Borrowings Repayments	(23,766)	(23,766)
Plus : Liabilities funded by Cash Backed Reserves	743,532	755,766
Net Current Funding Position	1,432,345	4,733,751

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 173

Note 4 : Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2019	Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Annual Budget	Actual	Budget	Actual	Annual Budget
		\$	\$	\$	\$	\$	\$
Recreation and Culture							
Loan 156 - Civic Centre Redevelopment	38,133	38,133	38,133	0	-	1,018	5,425
Loan 160A - Civic Centre Redevelopment	291,410	38,030	51,115	253,380	240,295	13,048	20,475
Loan 160B- Civic Centre Redevelopment	121,214	17,355	17,355	103,859	103,859	5,494	7,786
Self Supporting Loans-Governance							
Loan 157 - Ashfield Soccer Club	11,408	4,857	6,123	6,551	5,285	449	845
Loan 162 - TADWA	217,518	17,643	17,643	199,875	199,875	12,184	15,158
	679,683	116,016	130,368	563,667	549,314	32,192	49,688

(b) New Debentures

The Town does not propose to raise any debt through the issue of debenture this financial year

(c) Unspent Debentures

The Town has no unspent debentures.

(d) Overdraft

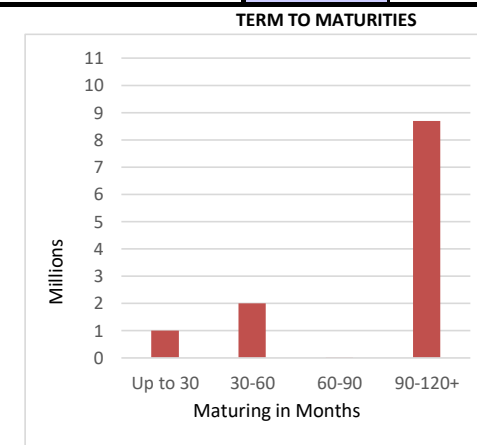
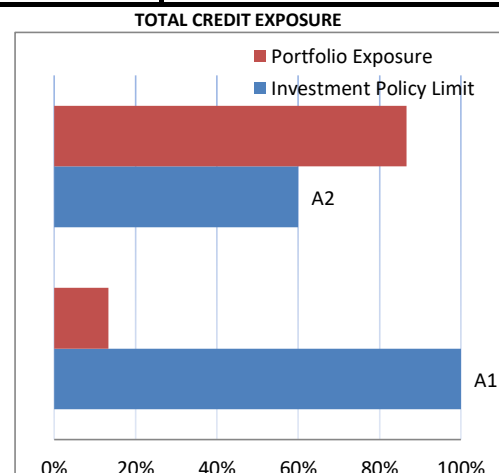
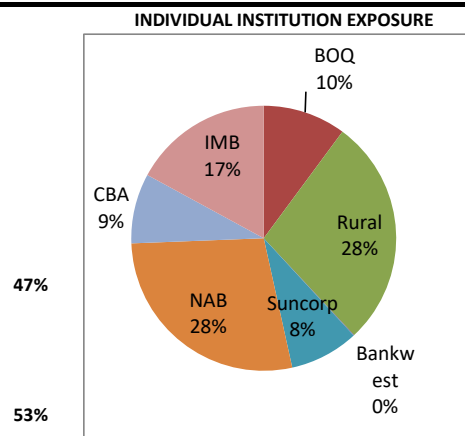
It is anticipated that this facility will not be required in the 2019/20 Financial Period.

Town of Bassendean
Monthly Investment Report
For the Period Ended 31 May 2020

Note 5 : CASH INVESTMENTS

Note 5: CASH INVESTMENTS							Amount Invested (Days)					Total	Expected Interest
Deposit Ref	Deposit Date	Maturity Date	S & P Rating	Institution	Term (Days)	Rate of Interest	Up to 30	30-60	60-90	90-120+			
Municipal							-	1,000,000.00	-	-	1,000,000.00	863.01	
51821	28/04/2020	9/06/2020	A2	IMB	42	0.75%	-	1,000,000.00	-	-	1,000,000.00	410.96	
51942	12/05/2020	11/06/2020	A2	IMB	30	0.50%	-	1,000,000.00	-	-	1,000,000.00		
Restricted - Bonds and Deposits:							-	-	-	-	-		
255251	30/04/2020	30/07/2020	A2	BOQ	91	1.30%	-	-	-	400,000.00	400,000.00	1,296.44	
14-347-0843	26/05/2020	24/08/2020	A1	NAB	90	0.92%	-	-	-	1,000,000.00	1,000,000.00	2,268.50	
3369338	26/05/2020	24/08/2020	A2	Rural	90	0.95%	-	-	-	500,000.00	500,000.00	1,171.23	
							-	2,000,000.00	-	1,900,000.00	3,900,000.00	6,010.15	
Reserve							-	-	-	786,371.17	786,371.17	2,548.70	
255252	30/04/2020	30/07/2020	A2	BOQ	91	1.30%	-	-	-	2,260,189.03	2,260,189.03	5,127.23	
14-526-5771	26/05/2020	24/08/2020	A1	NAB	90	0.92%	-	-	-	-	1,000,000.00	410.96	
164115	26/05/2020	25/06/2020	A1	CBA	30	0.50%	1,000,000.00	-	-	-	-		
4199662	16/04/2020	13/10/2020	A1	Suncorp	180	1.40%	-	-	-	985,957.77	985,957.77	6,807.16	
3367236	22/05/2020	20/08/2020	A2	Rural	90	1.05%	-	-	-	2,017,433.50	2,017,433.50	5,223.22	
							1,000,000.00	-	-	6,049,951.47	7,049,951.47	20,117.28	
Trust							-	-	8,464.60	-	8,464.60	9.50	
089-062126-4	27/04/2020	29/06/2020	A1	Bankwest	63	0.65%	-	-	-	739,975.93	739,975.93	1,915.83	
3367243	22/05/2020	20/08/2020	A2	Rural	90	1.05%	-	-	8,464.60	739,975.93	748,440.53	1,925.32	
							-	-	8,464.60	739,975.93	748,440.53	1,925.32	
Total							1,000,000.00	2,000,000.00	8,464.60	8,689,927.40	11,698,392.00	28,052.75	

ENVIRONMENTAL COMMITMENT	
Depositing Institution	Value Invested
Fossil Fuel Lending ADI	
BOQ	1,186,371.17
CBA	1,000,000.00
NAB	3,260,189.03
Bankwest	\$8,464.60
	5,455,024.80
Non Fossil Fuel Lending ADI	
Rural	3,257,409.43
IMB	2,000,000.00
Suncorp	985,957.77
	6,243,367.20
Total Funds	11,698,392.00



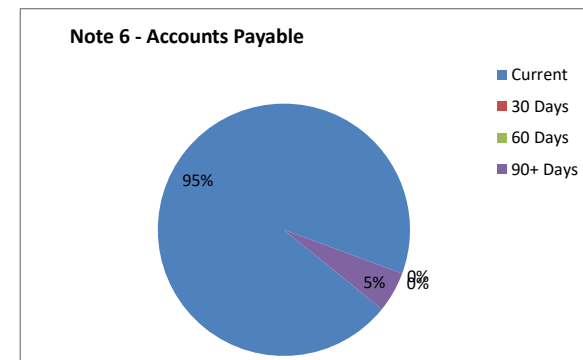
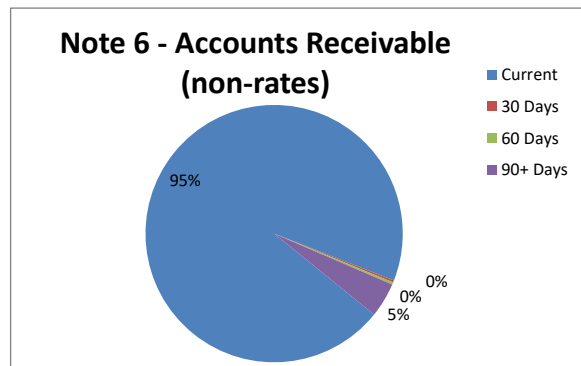
TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 175

Note 6: Receivables and Payables

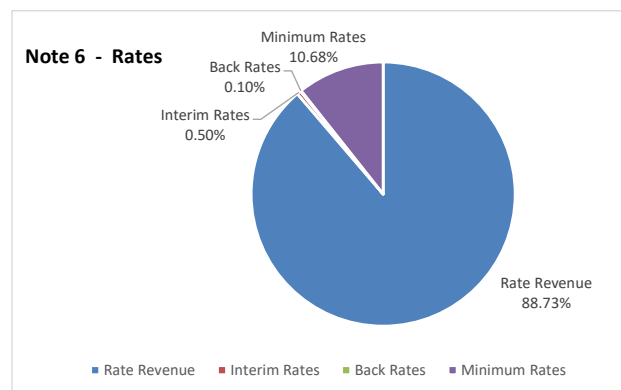
Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	1,105,867	3,130	3,379	50,616	1,162,992
Balance per Trial Balance					
Sundry Debtors					1,162,992
Total Receivables General Outstanding					1,162,992

Payables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Payables - General	338,491	0	0	18,550	357,040
Balance per Trial Balance					
Sundry Creditors					357,040
Total Payables General Outstanding					357,040



Comments/Notes - Receivables General

The above amounts included GST where applicable.



TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 176

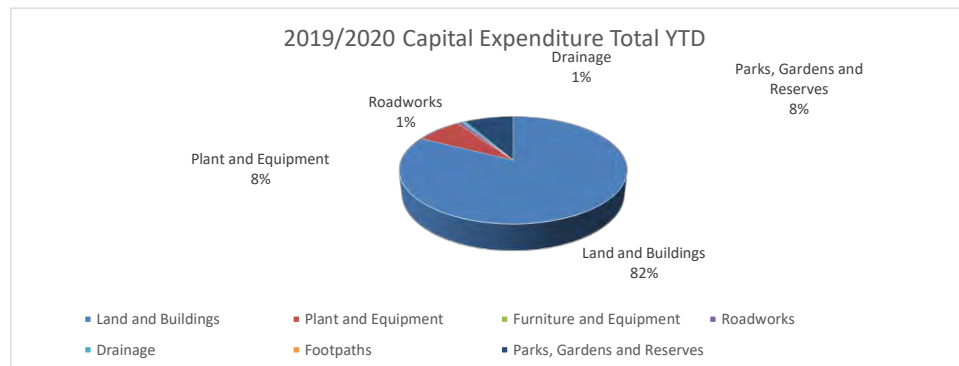
Note 7: Cash Backed Reserves

Name	Opening Balance	Original Annual Budget Transfers In (+) Including Interest	Original Annual Budget Transfers Out (-)	Original Annual Budget Closing Balance	Amended Annual Budget Transfers In (+) Including Interest	Amended Annual Budget Transfers Out (-)	Amended Annual Budget Closing Balance	Actual Transfers Including Interest (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$				\$	\$	\$
Plant And Equipment Reserve	396,298	7,926	(50,000)	354,224	7,926	(30,235)	373,989	6,999	-	403,298
Community Facilities Reserve	53,617	1,072	-	54,689	1,072	-	54,689	947	-	54,563
Land And Buildings Infrastructure Reserve	1,887,948	681,841	(1,263,500)	1,306,289	681,841	(1,263,500)	1,306,289	33,345	-	1,921,293
Waste Management Reserve	1,085,370	21,707	(617,578)	489,499	21,707	(617,578)	489,499	19,170	-	1,104,540
Wind In The Willows Child Care Reserve	48,206	964	(35,000)	14,170	964	(35,000)	14,170	851	-	49,058
Aged Persons Reserve	507,423	10,148	-	517,571	10,148	-	517,571	9,731	-	560,697
Youth Development Reserve	29,229	50,585	-	79,814	50,585	-	79,814	516	-	29,743
Underground Power Reserve	84,354	1,687	-	86,041	1,687	-	86,041	1,490	-	85,844
Employee Entitlements Reserve	743,532	14,871	(345,923)	412,480	14,871	(523,831)	234,572	12,234	-	755,766
Drainage Infrastructure Reserve	144,737	2,895	(63,541)	84,091	2,895	(63,541)	84,091	2,556	-	147,294
Hacc Asset Replacement Reserve	133,214	2,664	(5,000)	130,878	2,664	(5,000)	130,878	1,886	-	124,670
Unspent Grants Reserve	1,597,552	50,000	(1,115,000)	532,552	50,000	(1,115,000)	532,552	-	-	1,628,013
Street Tree Reserve	176,163	103,523	(176,163)	103,523	103,523	(176,163)	103,523	2,893	-	163,553
Bus Shelter Reserve	21,300	426	-	21,726	426	-	21,726	321	-	21,621
Information Technology Reserve	-	200,000	-	200,000	200,000	-	200,000	-	-	-
Future Projects Reserve	-	1,000,000	-	1,000,000	517,708	-	517,708	-	-	-
	6,908,943	2,150,310	(3,671,705)	5,387,548	1,668,018	(3,829,848)	4,747,113	92,939	-	7,049,951

Town of Bassendean
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Note 8: Capital Works Program

Assets	Budget			YTD Actual					
	Annual Budget	Amended Budget	YTD Budget	New/ Upgrade	Renewal	2019/2020 Capital Expenditure Total YTD	Purchase Order Value	YTD Variance Budget to Actual	
Land and Buildings	\$ 1,748,710	\$ 1,903,037	\$ 528,800	\$ 397,775	\$ 84,047	\$ 481,822	\$ 11,726	\$ (46,978)	
Plant and Equipment	\$ 53,500	\$ 37,975	\$ 37,975	\$ -	\$ 15,255	\$ 15,255	\$ 22,720	\$ (22,720)	
Furniture and Equipment	\$ 629,578	\$ 617,578	\$ 405,600	\$ 214,467	\$ -	\$ 214,467	\$ 459,531	\$ (191,133)	
Roadworks	\$ 2,254,002	\$ 1,880,804	\$ 305,989	\$ -	\$ 284,743	\$ 284,743	\$ 4,590	\$ (21,246)	
Drainage	\$ 63,541	\$ 63,541	\$ 63,541	\$ 20,905	\$ -	\$ 20,905	\$ 49,225	\$ (42,636)	
Footpaths	\$ 50,000	\$ 50,000	\$ 40,000	\$ -	\$ 32,201	\$ 32,201	\$ 13,745	\$ (7,799)	
Parks, Gardens and Reserves	\$ 1,305,620	\$ 1,391,045	\$ 201,585	\$ 50,560	\$ 35,409	\$ 85,969	\$ 23,930	\$ (115,616)	
	\$ 6,104,951	\$ 5,943,980	\$ 1,583,490	\$ 683,708	\$ 451,656	\$ 1,135,363	\$ 585,467	\$ (448,127)	



TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Note 9: Budget Amendments

GL Account Code	Description	Current Budget	Amended Budget	Budget Movement	Reason
OCM - April 2020					
122015	Income - Sport & Rec - Capital Grant	\$ (1,013,700)	\$ (1,169,600)	\$ (155,900)	Grant funding from Gaming and Community Trust and Stronger Communities Grant Program for the Men's Shed fit-
AB1911	Men's Shed - Fitout	\$ -	\$ 155,900	\$ 155,900	out Fitout of the Men's Shed
NET CHANGE IN AMENDMENTS				\$ -	NIL CHANGE TO SURPLUS

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Attachments Page 179

Note 10: Disposal of Assets

Asset Class	Original Annual Budget				Amended Annual Budget				YTD Actual			
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
Plant & Equipment	14,819	6,500	1,500	(9,819)	14,819	7,740	-	(9,819)	-	-	-	-
Land	650,000	650,000	-	-	650,000	650,000	-	-	-	1,000,136	-	-
	664,819	656,500	1,500	(9,819)	664,819	657,740	-	(9,819)	-	1,000,136	-	-
Program												
Community Amenities	650,000	650,000	-	-	650,000	650,000	-	-	-	1,000,136	-	-
Other Property & Services	14,819	6,500	1,500	(9,819)	14,819	6,500	-	(9,819)	-	-	-	-
	664,819	656,500	1,500	(9,819)	664,819	656,500	-	(9,819)	-	1,000,136	-	-

TOWN OF BASSENDEAN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 May 2020

Note 11: Trust, Bonds and Deposits

Trust Funds held at balance date over which the Town has no control and which are not included in this statement are as follows:

Description	Opening Balance 1/07/2019	Amount Received	Amount Paid	Closing Balance 31/05/2020
	\$	\$	\$	\$
Public Open Space	728,410	11,566	-	739,976
Total Uncontrolled Trust Funds	728,410	11,566	-	739,976

Bonds and Deposits held at balance date over which the Town has control are as follows:

Description	Opening Balance 1/07/2019	Amount Received	Amount Paid	Closing Balance 31/05/2020
Hyde Retirement Village Retention Bonds	256,550	4,000	(19,450)	241,100
<u>Other Bonds and Deposits</u>				
Sundry	323,572	69,664	(14,080)	379,156
Securities	933,053	436,068	(212,017)	1,157,103
Hall Hire Bonds	32,311	23,900	(27,150)	29,061
Crossover Deposits	108,675	-	-	108,675
Landscaping Bonds	685,264	81,872	(160,661)	606,475
Stormwater Deposits	26,456	5,000	(2,860)	28,596
Lyneham Hostel Residents Trust-T614	1,050	-	-	1,050
Iveson Hostel Residents Trust-T614	18	-	-	18
Total Other Bonds and Deposits	2,110,398	616,504	(416,768)	2,310,134
Total Controlled Trust Funds	2,366,948	620,504	(436,218)	2,551,234

ATTACHMENT NO. 13

**LIST OF PAYMENTS
FOR PERIOD
ENDED 31st MAY 2020**

*Any questions relating to the List of Payments, please raise with Paul White,
Director Corporate Services, prior to Briefing Session.*

SUMMARY OF SCHEDULE OF ACCOUNTS

FUND	VOUCHERS	AMOUNT \$
MUNICIPAL / TRUST		
EFT and Direct Debits		
01-31 May 2020	40854 – 41050	2,225,510.38
TRUST FUND		
Cheques		
Commonwealth	0	0.00
6100-1015-9136		
MUNICIPAL BANK		
Cheques		
Commonwealth	86204 – 86205	499.00
6100-1015-9128		
		\$2,226,009.38

DIRECTOR CORPORATE SERVICES' DECLARATION:

This list of payments, covering vouchers as above, will be submitted to Council on 23rd June 2020. The List of Payments has been checked and is fully supported by vouchers and invoices, which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings, and the amounts shown have been paid.

DIRECTOR CORPORATE SERVICES

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Amount
EFT40854	13/05/2020	AUSTRALIAN SERVICES UNION	Payroll Deductions
EFT40855	13/05/2020	AUSTRALIAN TAX OFFICE (PAYG)	Payroll Deductions
EFT40856	13/05/2020	CHILD SUPPORT AGENCY	Payroll Deductions
EFT40857	13/05/2020	LGRCEU	Payroll Deductions
EFT40858	13/05/2020	TOWN OF BASSENDEAN PAYROLL DEDUCTIONS	Payroll Deductions
EFT40859	13/05/2020	CYD JOHNSTON / BECKETT	Hyde Retirement Village - Refund Entry Contribution
EFT40860	13/05/2020	DALE ALCOCK HOMES PTY LTD	Security Bond Refund
EFT40861	13/05/2020	JACQUELINE O'HARA	Security Bond Refund
EFT40862	13/05/2020	A. M BOLTS & NUTS	Depot - Minor Supplies - April 2020
EFT40863	13/05/2020	ALANA PORTACIO	Children Services - Parent Night Speaker
EFT40864	13/05/2020	AXIS CONTRACTING	Various Sites - Crossover And Footpath Maintenance & Construction
EFT40865	13/05/2020	BANK OF QUEENSLAND FINANCE (AUST) LIMITED	Lease - New Servers / Equipment
EFT40866	13/05/2020	BCITF	Building & Construction Industry - Levy Collected - April 2020
EFT40867	13/05/2020	BEAVER TREE SERVICES	Various Sites - Street Tree Pruning
EFT40868	13/05/2020	BRINDA OLDKOWSKI	Refund Relax Program - Pilates Advanced
EFT40869	13/05/2020	CHRISTIAN BUTTLE	Reimbursement - Planning Commision Subdivision Application
EFT40870	13/05/2020	CHRISTOPHER DELANEY	Refund Dog Registration - Now Sterilised
EFT40871	13/05/2020	COLES SUPERMARKETS AUSTRALIA	Various Business Units - Groceries Supplies
EFT40872	13/05/2020	DEPARTMENT OF MINES, INDUSTRY REGULATION & SAFETY	Building Services Levy Collected - April 2020
EFT40873	13/05/2020	DIAL A NAPPY (BUSICLEAN)	Children Services - Cleaning Supplies
EFT40874	13/05/2020	DRAINFLOW SERVICES PTY LTD	Various Sites - Drain Cleaning
EFT40875	13/05/2020	EASIFLEET	Payroll Deductions
EFT40876	13/05/2020	EASTERN METROPOLITAN REGIONAL COUNCIL	Various Domestic & Council Rubbish
EFT40877	13/05/2020	GINO'S ALL ROUND HANDYMAN SERVICE	Seniors - Home Garden & Maintenance
EFT40878	13/05/2020	GREENGATES GARDENING SERVICES	Composting Workshop To Residents
EFT40879	13/05/2020	HATCHET PTY LTD ATF DM TRUST	Various Website Developments
EFT40880	13/05/2020	HAYS SPECIALIST RECRUITMENT (AUSTRALIA) PTY LTD	Various Business Units - Labour Hire
EFT40881	13/05/2020	INTELIFE GROUP LIMITED	Various Buildings Cleaning - February, March & April 2020
EFT40882	13/05/2020	J SWIFT MAINTENANCE	Various Sites - Building & Maintenance Repairs
EFT40883	13/05/2020	JEFFREY SOMES	Reimbursement - Health - Office Cleaning Supplies

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
EFT40884	13/05/2020	JSM CONSTRUCTION WA	Various Sites -Building Maintenance Work	-5,965.30
EFT40885	13/05/2020	KATIE ALLAN	Council Crossover Contribution	-442.50
EFT40886	13/05/2020	KLEENIT PTY LTD	Various Sites Footpath Repairs	-4,040.85
EFT40887	13/05/2020	M P & H J HAYES	Council Crossover Contribution	-442.50
EFT40888	13/05/2020	MARIA BACIGALUPO-ROSE	Refund - Relax Program - Metafit Term 1	-80.00
EFT40889	13/05/2020	SARA KNOX	Refund - Development Application	-147.00
EFT40890	13/05/2020	TIM DAYMAN	Culture & Rec - Subscription - Canv A	-167.88
EFT40891	13/05/2020	M P ROGERS & ASSOCIATES PTY LTD	Various Jetties - Structure Assessment & Upgrade Report	-18,389.02
EFT40892	13/05/2020	MASTEC AUSTRALIA PTY LTD	Fogo Lime Green Lidded Bins - Deposit	-158,071.97
EFT40893	13/05/2020	MCL COMMERCIAL SERVICES	Various Sites - Mowing	-6,900.00
EFT40894	13/05/2020	MT LAWLEY MILK	Milk Supplies - 35, 46 & 48 Old Perth Road & Depot	-119.00
EFT40895	13/05/2020	NATURE PLAY SOLUTIONS	Sandy Beach - Design Documentation	-187.37
EFT40896	13/05/2020	NORTH LAKE ELECTRICAL PTY LTD	Various Sites - Electrical Repairs & Maintenance	-10,551.42
EFT40897	13/05/2020	NUTRIEN AG SOLUTIONS LIMITED	Various Sites - Application Of The Herbicide Roundup	-617.23
EFT40898	13/05/2020	PLASTIC FREE FOUNDATION LTD	Plastic Free Challenge Council - 2 Year Membership	-6,600.00
EFT40899	13/05/2020	SHOFER PTY LTD	Seniors - Transport For Clients - April 2020	-580.82
EFT40900	13/05/2020	SURESHANK PTY LTD	Children Services - Plant Maintenance	-88.00
EFT40901	13/05/2020	SYNERGY	Various Sites Synergy Account - Electricity Supply Charges	-28,855.34
EFT40902	13/05/2020	TOTALLY WORKWEAR MIDLAND	Depot - Uniforms & Safety Gear	-269.42
EFT40903	13/05/2020	UNITED PETROEUM PTY LTD	Depot - Fuel Supplies	-8,108.35
EFT40904	13/05/2020	VENUS PLUMBING	Various Sites - Plumbing Repairs	-1,743.94
EFT40905	13/05/2020	W & M ELLISS	Depot - Minor Consumable Tools And Equipment	-152.90
EFT40906	13/05/2020	WATER2WATER PTY LTD	Water Dispenser Rental Maintenance Agreement	-99.00
EFT40907	13/05/2020	WEST TIP WASTE CONTROL PTY LTD	Depot - Greenwaste Skip Bin Charge	-478.50
EFT40908	13/05/2020	ZIRCODATA PTY LTD	Records - Document Bin Rental & Storage Fees - April 2020	-85.44
EFT40909	15/05/2020	RUTH LILLY-ANN REGAN	Rates Refund	-419.00
EFT40910	15/05/2020	TAMARA & BYRON SPARG	Rates Refund	-473.79
EFT40911	15/05/2020	WESTERN AUSTRALIAN TREASURY CORPORATION	Loan No. 162 - Tadwa - Self Supporting Loan	-7,918.44
EFT40912	26/05/2020	AUSTRALIAN SERVICES UNION	Payroll Deductions	-135.40
EFT40913	26/05/2020	AUSTRALIAN TAX OFFICE (PAYG)	Payroll Deductions	-100,942.00

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
EFT40914	26/05/2020	CHILD SUPPORT AGENCY	Payroll Deductions	-253.97
EFT40915	26/05/2020	LGRCEU	Payroll Deductions	-41.00
EFT40916	26/05/2020	TOWN OF BASSENDEAN PAYROLL DEDUCTIONS	Payroll Deductions	-502.00
EFT40917	27/05/2020	PEEL RESOURCE RECOVERY	Security Bond Refund	-2,805.00
EFT40918	27/05/2020	SSB PTY LTD	Security Bond Refund	-2,768.00
EFT40919	27/05/2020	WESTVIEW BUILDERS WA PTY LTD	Security Bond Refund	-2,805.00
EFT40920	27/05/2020	ACTION GLASS AND ALUMINIUM	Various Sites - Window Replacement	-736.45
EFT40921	27/05/2020	AHA ! CONSULTING	Staff Training - Engagement De-Brief/Lessons Learnt Workshops	-2,722.50
EFT40922	27/05/2020	ALLOY & STAINLESS PRODUCTS PTY LTD	Depot - Fleet Vehicle - Parts	-709.38
EFT40923	27/05/2020	AMAZING BRICK PAVING	Various Sites - Repair Verge And Walkway Brick Paving	-1,312.00
EFT40924	27/05/2020	ANTONIO PROSPERO	Rates Refund	-946.76
EFT40925	27/05/2020	ARBORWEST TREE FARM	Various Street Garden Sites - New Trees	-8,063.00
EFT40926	27/05/2020	ARTEIL (WA) PTY LTD	Office Furniture - New - Desk Chairs	-456.50
EFT40927	27/05/2020	ASHFIELD COMMUNITY CHEMIST	Seniors - Client - Pharmaceutical Supplies	-185.00
EFT40928	27/05/2020	ASSET INFRASTRUCTURE MANAGEMENT	Consulting Fee - Asset Management	-3,786.75
EFT40929	27/05/2020	AUSTRALIA POST	Various Business Units - Postal Charges - April 2020	-4,692.09
EFT40930	27/05/2020	AUSTRALIAN AIRCONDITIONING SERVICES PTY LTD	Various Sites - Air Conditioning Repairs & Maintenance	-900.54
EFT40931	27/05/2020	AXIS CONTRACTING	Various Sites - Crossover And Footpath Maintenance & Construction	-17,550.50
EFT40932	27/05/2020	B&A SMASH REPAIRS	Fleet Vehicle - Repairs	-1,327.26
EFT40933	27/05/2020	BASSENDEAN BOWLING CLUB INC	Bassendean Bowling Club - New Vinyl To Bar Area	-1,276.00
EFT40934	27/05/2020	BASSENDEAN NEWSAGENCY	Library - Subscriptions - April 2020	-76.71
EFT40935	27/05/2020	BASSENDEAN STATE EMERGENCY SERVICES	E S L Operating Grant 2019/2020 - Second & Third Quarter	-23,061.50
EFT40936	27/05/2020	BASSENDEAN WELLNESS CLINIC	Seniors - Client - Podiatry Home Visit	-90.00
EFT40937	27/05/2020	BAYSWATER SHARPENING SERVICE	Depot - Various Tools - Sharpen Blades	-231.00
EFT40938	27/05/2020	BEAVER TREE SERVICES	Various Sites - Street Tree Pruning	-66,632.50
EFT40939	27/05/2020	BOC LIMITED	Depot - Bottled Gas Supplies & Equipment	-34.31
EFT40940	27/05/2020	BUDGET PEST CONTROL	Various Sites - Termite Inspections And Treatments	-175.00
EFT40941	27/05/2020	BUNNINGS GROUP LIMITED	Various Sites - Maintenance Supplies And Equipment	-1,970.08
EFT40942	27/05/2020	C.E. NICHOLLS & SON PTY LTD	Swimming Pool Inspection Fees - November To April 2020	-4,305.50
EFT40943	27/05/2020	CABCHARGE AUSTRALIA LIMITED	Seniors - Transport For Clients - April 2020	-5.12
				8

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
EFT40944	27/05/2020	CAPITAL RECYCLING	Depot - Roadbase And Drain Rubbish Screening	-14,159.77
EFT40945	27/05/2020	CASA SECURITY PTY LTD	Various Sites - Security Alarm Repairs And Monitoring	-1,870.00
EFT40946	27/05/2020	CITY OF SOUTH PERTH	Ranger Services - Pound Fees - April 2020	-302.94
EFT40947	27/05/2020	GABRIELLE SCHUMACHER	Refund Relax Program	-50.00
EFT40948	27/05/2020	LEO BACIGALUPO-ROSE	Ryde Program - Refund Ryde Credits	-60.00
EFT40949	28/05/2020	CLEANAWAY (TOX FREE)	Depot - Collection Illegally Dumped Rubbish	-1,126.84
EFT40950	28/05/2020	COLES SUPERMARKETS AUSTRALIA	Various Business Units - Groceries Supplies	-704.47
EFT40951	28/05/2020	COMPLETE CORPORATE HEALTH - ASCOT	Various Business Units - Recruitment - Pre Employment Check	-198.00
EFT40952	28/05/2020	CREATING COMMUNITIES AUSTRALIA PTY LTD	Consultancy Fees - Strategic Community Plan	-10,304.25
EFT40953	28/05/2020	CTI RISK MANAGEMENT	Customer Service - Banking Collection - April 2020	-242.00
EFT40954	28/05/2020	CUSTOM CARS	Fleet Vehicles - Seat Covers	-363.00
EFT40955	28/05/2020	DAILY LIVING PRODUCTS	Seniors - Client Independent Living Supplies	-1,305.00
EFT40956	28/05/2020	DORMAKABA AUSTRALIA PTY LTD	Customer Service - Repairs To Front Auto Doors	-286.00
EFT40957	28/05/2020	DRAINFLOW SERVICES PTY LTD	Various Sites - Drain Cleaning	-2,752.20
EFT40958	28/05/2020	DS WORKWEAR & SAFETY	Depot - Staff Uniforms	-1,007.93
EFT40959	28/05/2020	E FIRE & SAFETY (WA)	Various Sites - Service And Check Fire Extinguishers	-379.50
EFT40960	28/05/2020	EAGLE EYE COATINGS	Bassendean Mens Shed - Coating Concrete Floor In Workshop Area	-1,210.00
EFT40961	28/05/2020	EASTERN METROPOLITAN REGIONAL COUNCIL	Various Domestic & Council Rubbish	-66,785.86
EFT40962	28/05/2020	ELLENBY TREE FARM PTY LTD	Various Street Garden Sites - New Plants	-13,915.00
EFT40963	28/05/2020	ELLIOTTS IRRIGATION PTY LTD	Bic Reserve - Iron Filter Service / Maintenance	-245.30
EFT40964	28/05/2020	ENVISIONWARE PTY LTD	Library - Subscription 2019/2020	-1,287.00
EFT40965	28/05/2020	FEDERAL TINWARE MANUFACTURING PTY LIMITED	Depot - Minor Consumable Supplies	-299.20
EFT40966	28/05/2020	FUJI XEROX AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-2,444.63
EFT40967	28/05/2020	G C SALES WA	Various Reserves - Blue 120 Litre Bins	-792.00
EFT40968	28/05/2020	GENESIS ACCOUNTING CHARTERED ACCOUNTANTS	Consultation - Superannuation	-6,352.50
EFT40969	28/05/2020	GHD PTY LTD	Success Hill Spillway Concept Design - Conceptual Design & Reporting	-1,101.10
EFT40970	28/05/2020	GINO'S ALL ROUND HANDYMAN SERVICE	Seniors - Home Garden & Maintenance	-687.50
EFT40971	28/05/2020	GRANO DIRECT	Road Maintenance - Tools & Equipment	-960.08
EFT40972	28/05/2020	HEATLEY SALES PTY LTD	Depot - Minor Supplies	-31.79
EFT40973	28/05/2020	HOLDING EDUCATIONAL	Library - Book Purchase	-532.51
				-7

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
EFT40974	28/05/2020	HOME CHEF	Seniors - Clients - Meals On Wheels	-1,158.37
EFT40975	28/05/2020	HWL EBSWORTH LAWYERS	Human Resources - Legal Advice - On Covid 19	-493.35
EFT40976	28/05/2020	HYGIENE CONCEPTS	Various Sites - Public Toilets - Fit Hand Towels Dispensers	-5,093.42
EFT40977	28/05/2020	DEPARTMENT OF TRANSPORT	Ashfield Parade Reserve - Fishing Jetty Licence	-41.40
EFT40978	28/05/2020	ILLION (AUSTRALIA)	Credit Checks On Preferred Tenderers	-168.30
EFT40979	28/05/2020	INTERITE CORPORATE INTERIORS	Consulting - Review All Offices Layout	-9,185.00
EFT40980	28/05/2020	J & K HOPKINS	Various Business Units - Office Furniture	-322.00
EFT40981	28/05/2020	JANE FORWARD CONSULTANT	Reporting - Revise Events Data Collected	-14,960.00
EFT40982	28/05/2020	JOHN PAPAS TRAILERS (AUSTRALIA) PTY LTD	Various Fleet Vehicles - Parts	-46.50
EFT40983	28/05/2020	JSM CONSTRUCTION WA	Various Sites - Building Maintenance Work	-6,901.40
EFT40984	28/05/2020	KELYN TRAINING SERVICES	Rangers Staff Training - Basic Worksite Traffic Management	-870.00
EFT40985	28/05/2020	KLEENIT PTY LTD	Iga Carpark Ashfield - Remark All Parking Bays	-3,632.42
EFT40986	28/05/2020	KWIK KOPY PRINTING CENTRE MALAGA	Depot - Requisition Books	-414.66
EFT40987	28/05/2020	LANDCARE WEED CONTROL	Various Sites - Application Of Weed Control	-1,439.20
EFT40988	28/05/2020	LANDGATE	Rates - Gross Rental Evaluations	-1,105.83
EFT40989	28/05/2020	LIFE CARE HOME CARE	Seniors - Client - Physiotherapy Session	-209.00
EFT40990	28/05/2020	LIFE READY MOBILE PTY LTD	Seniors - Client - Physiotherapy Session	-476.00
EFT40991	28/05/2020	LIFETIME EMT	Various Staff Training - First Aid	-2,700.00
EFT40992	28/05/2020	LOCKDOC	Various Sites - Key & Lock Repairs	-140.00
EFT40993	28/05/2020	MACKIE PLUMBING AND GAS PTY LTD	Various Sites - Plumbing Repairs	-122.45
EFT40994	28/05/2020	MARKETFORCE PTY LTD	Various Business Units - Advertising And Printing	-3,200.07
EFT40995	28/05/2020	MARTINS TRAILER PARTS	Various Fleet Vehicles - Parts	-36.86
EFT40996	28/05/2020	MASTEC AUSTRALIA PTY LTD	Fogo Red Lidded Bins And Caddy Bins & Liners	-27,307.50
EFT40997	28/05/2020	MCINERNEY FORD	Various Fleet Vehicles - Parts	-110.68
EFT40998	28/05/2020	MCLEODS & CO	Professional Fees - Legal Advice	-3,370.94
EFT40999	28/05/2020	MIDLAND MINICRETE	Various Sites - Supply Concrete For Footpath Repairs	-3,121.90
EFT41000	28/05/2020	MORLEY MOWER CENTRE	Depot - Minor Plant Parts	-625.02
EFT41001	28/05/2020	MT LAWLEY MILK	Milk Supplies - 35, 46 & 48 Old Perth Road & Depot	-188.55
EFT41002	28/05/2020	MULTILEC ENGINEERING PTY LTD	Library Lift - Conduct Service & Inspection	-440.00
EFT41003	28/05/2020	NAMEPLATE ENGRAVERS	Various Business Units - Staff Name Badges	-58.85

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
EFT41004	28/05/2020	NAPA AUTO PARTS	Depot - Minor Fleet Vehicle Parts	-265.87
EFT41005	28/05/2020	NATURAL AREA HOLDINGS	Various Sites - Watering	-9,874.59
EFT41006	28/05/2020	OCP SALES	Ranger Services - Uniform And Boots	-62.99
EFT41007	28/05/2020	OFFICEWORKS SUPERSTORES PTY LTD	Various Business Units - Office Stationery	-972.34
EFT41008	28/05/2020	PARAMOUNT ELECTRICAL SERVICES	Basendeau Bowling Club - New Lighting Required To Bar Area	-1,488.40
EFT41009	28/05/2020	PERTH SAFETY PRODUCTS PTY LTD	Depot - Safety Equipment And Signage	-1,574.10
EFT41010	28/05/2020	PORTNER PRESS PTY LTD	Human Resources - Employee Law Subscription	-97.00
EFT41011	28/05/2020		Cancelled	0.00
EFT41012	28/05/2020	PROGRAMMED PROPERTY SERVICES	Various Sites - Streetscape Watering	-6,519.30
EFT41013	28/05/2020	QUALITY TRAFFIC MANAGEMENT PTY LTD	Various Road Closures And Traffic Management	-792.44
EFT41014	28/05/2020	QUICK CORPORATE AUSTRALIA PTY LTD	Various Business Units - Office Stationery	-926.95
EFT41015	28/05/2020	READY GARDEN SERVICES	Jubilee Reserve - Upgrade Piping And New Solenoid Wiring	-1,955.00
EFT41016	28/05/2020	READY INDUSTRIES PTY LTD	Point Reserve - Fence Hire	-156.09
EFT41017	28/05/2020	RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INC	Employee Assistance Program - Counselling	-330.00
EFT41018	28/05/2020	RESOURCE RECOVERY SOLUTIONS	Council Recycle Waste - Concrete, Bricks, Sand & Hotmix	-865.70
EFT41019	28/05/2020	RICOH AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-3,085.26
EFT41020	28/05/2020	RICOH FINANCE AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-206.80
EFT41021	28/05/2020	RIDGE CREATIVE	National Volunteer Week - Promotion Video Editing	-200.00
EFT41022	28/05/2020	ROADS 2000	Various Sites - Road Repairs - Supply Asphalt	-241.52
EFT41023	28/05/2020	SAFE T CARD AUSTRALIA PTY LTD	Ranger Services - Safe T Card Device Monitoring Fee	-264.00
EFT41024	28/05/2020	SD & VH FINDLAY	Various Sites - Painting Interior & Exterior	-1,450.00
EFT41025	28/05/2020	SHOREWATER MARINE PTY LTD	Jetties - Delineate And Installation Of Safety Buoys	-5,013.14
EFT41026	28/05/2020	SIFTING SANDS	Various Sites - Reserves - Sand Clean	-667.04
EFT41027	28/05/2020	SINGTEL OPTUS PTY LTD	Seniors - Support Workers - Mobile Phone Charges - April 2020	-929.90
EFT41028	28/05/2020	STRATAGREEN	Various Sites - Fertiliser Applications	-3,146.38
EFT41029	28/05/2020	STYLUS DESIGN	Various Business Units - Design & Print Requirements	-118.40
EFT41030	28/05/2020	SUBARU OSBORNE PARK	Depot - Fleet Vehicle Parts	-31.64
EFT41031	28/05/2020	SUEZ RECYCLING & RECOVERY PTY LTD	Various Sites - Bin Rubbish Collection & Bulk Rubbish Collection	-58,837.72
EFT41032	28/05/2020	SUPERCHARGE BATTERIES	Depot - Minor Consumable Tools	-955.02
EFT41033	28/05/2020	SUSSEX INDUSTRIES	Various Sites - Garden Supplies	-856.30

1st May 2020
to
31st May 2020

[illegible]

1st May 2020
to
31st May 2020

Chq/EFT	Date	Name	Description	Amount
DD18298.1	02/05/2020	ONHOLD MAGIC	Messages On Hold - April 2020	-138.80
DD18359.1	04/05/2020	COMMONWEALTH CREDIT CARDS	Credit Card - April 2020	-10,262.66
DD18340.1	08/05/2020	SHERIFFS OFFICE	Ranger Services - Fines To Be Lodged	-560.00
DD18320.1	12/05/2020	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Payroll Deductions	-43,838.05
DD18320.2	12/05/2020	VIC SUPER	Superannuation Contributions	-230.17
DD18320.3	12/05/2020	MLC SUPER FUND	Superannuation Contributions	-244.89
DD18320.4	12/05/2020	COLONIAL FIRST STATE	Superannuation Contributions	-53.50
DD18320.5	12/05/2020	SUPER DIRECTIONS FUND	Superannuation Contributions	-230.17
DD18320.6	12/05/2020	ANZ SMART CHOICE SUPER	Payroll Deductions	-575.60
DD18320.7	12/05/2020	AMP SUPERLEADER	Payroll Deductions	-488.32
DD18320.8	12/05/2020	NGS SUPER	Superannuation Contributions	-304.31
DD18320.9	12/05/2020	MLC SUPER FUND	Superannuation Contributions	-204.36
DD18320.10	12/05/2020	COMMONWEALTH ESSENTIAL SUPER	Superannuation Contributions	-114.73
DD18320.11	12/05/2020	AUSTRALIAN ETHICAL SUPER	Superannuation Contributions	-393.97
DD18320.12	12/05/2020	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	Superannuation Contributions	-56.34
DD18320.13	12/05/2020	CBUS INDUSTRY SUPERFUND	Superannuation Contributions	-160.54
DD18320.14	12/05/2020	BT SUPER FOR LIFE	Superannuation Contributions	-279.92
DD18320.15	12/05/2020	Q SUPER	Superannuation Contributions	-346.77
DD18320.16	12/05/2020	MLC WRAP SUPER	Superannuation Contributions	-95.87
DD18320.17	12/05/2020	HESTA SUPER FUND	Payroll Deductions	-2,093.92
DD18320.18	12/05/2020	PLUMMER SUPERANNUATION FUND	Superannuation Contributions	-1,015.56
DD18320.19	12/05/2020	B & L SUPER FUND	Superannuation Contributions	-192.49
DD18320.20	12/05/2020	AUSTRALIAN/WESTSCHEME SUPER	Superannuation Contributions	-5,232.16
DD18320.21	12/05/2020	HOST PLUS	Superannuation Contributions	-1,057.26
DD18320.22	12/05/2020	REST SUPERANNUATION	Superannuation Contributions	-1,794.70
DD18320.23	12/05/2020	TWU SUPERANNUATION	Superannuation Contributions	-282.94
DD18342.1	15/05/2020	SG FLEET AUSTRALIA PTY LTD	Fleet Vehicles Leases - May 2020	-14,918.31
DD18358.1	26/05/2020	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Payroll Deductions	-45,221.87
DD18358.2	26/05/2020	VIC SUPER	Superannuation Contributions	-230.17
DD18358.3	26/05/2020	MLC SUPER FUND	Superannuation Contributions	-413.78
				1

1st May 2020

07

31st May 2020

[illegible]

