

Notice of Meeting



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Dear Elected Member

The next Ordinary meeting of the Shire of Wandering will be held on Thursday 21 March 2024 in the Council Chambers commencing at 3.30pm.

Schedule

2pm	Discussions re CEO Performance Review
2.30pm	Citizenship Ceremony followed by afternoon tea
3.15pm	Video meeting with local residents
3.30pm	Ordinary Council Meeting

Alan Hart
Chief Executive Officer

15 March 2024

DISCLAIMER

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

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

AGENDA

Shire of Wandering
Ordinary Council Meeting
21 March 2024

OUR VISION

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

DISCLAIMER

INFORMATION FOR THE PUBLIC ATTENDING COUNCIL MEETINGS

Please Note:

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

Meeting Procedures:

1. All Council meetings are open to the public, except for matter raised by Council under "confidential items".
2. Members of the public may ask a question at an ordinary Council Meeting under "public question time".
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceeding, just raise your hand when the presiding member announces public question time.
4. All other arrangements are in accordance with the Council's standing orders, policies and decision of the Shire of Wandering.

Council Meeting Information:

Your Council generally handles all business at Ordinary or Special Council Meetings.

From time to time Council may form a Committee to examine subjects and then report back to Council.

Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters under "confidential items". On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.

Public Question Time. It is a requirement of the *Local Government Act 1995* to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the presiding member.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and the response is included in the meeting minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next ordinary meeting of Council.

Councillors may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter trivial, insignificant or in common with a significant number of electors or ratepayers. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the presiding member of the meeting will advise the Officer if he/she is to leave the meeting.

Agendas, including an Information Bulletin, are delivered to Councillors within the requirements of the *Local Government Act 1995*, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by a Shire Officer. An Agenda item, including a recommendation, will then be submitted to Council for consideration. The Agenda closes the Friday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

Agendas for Ordinary Meetings are available at the Shire of Wandering Office and on the Shire website seventy-two (72) hours prior to the meeting and the public are invited to view a copy at the Shire Office.

Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 2).

Public Inspection of Unconfirmed Minutes (Regulation 13).

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection from the Shire of Wandering Office and the Shire of Wandering website within ten (10) working days after the Meeting.

Alan Hart
Chief Executive Officer

SHIRE OF WANDERING

Agenda for the Ordinary Meeting of Council to be held in the Council Chambers on Thursday 21 March 2024 – commencing at 3.30pm.

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1. Declaration of Opening / Announcements of Visitors

The Presiding Member to declare the meeting open.

2. Attendance / Apologies / Approved Leave of Absence

Councillors

Cr Ian Turton (Shire President)
Cr Sheryl Little (Deputy Shire President)
Cr Lou Cowan
Cr Gillian Hansen
Cr Dennis Jennings
Cr Alan Price
Cr Max Watts

Staff

Alan Hart (Chief Executive Officer)
Karl Mickle (Operations Manager)

Apologies

Members of the Public

3. Announcements by the Presiding Member

4. Response to Previous Public Questions Taken on Notice

Nil.

5. Public Question Time

6. Petitions / Deputations / Presentations / Submissions

Nil.

7. Applications for Leave of Absence

8. Disclosures of Interest

9. Confirmation of Minutes of Previous Meetings Held

9.1 Ordinary Council Meeting Minutes – 15 February 2024

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meeting to be kept and submitted to the next ordinary meeting of the Council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Ordinary Meeting of Council held on 15 February 2024 be confirmed as true and correct.

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts

10. Reports of Committees of Council

Nil.

11. Reports from Councillors

Cr Ian Turton (President)

Cr Sheryl Little (Deputy President)

Cr Lou Cowan

Cr Gillian Hansen

Cr Dennis Jennings

Cr Alan Price

Cr Max Watts

12. Chief Executive Officer

12.1 Shire of Wandering Policy Manual Review

File Reference:	11.111.11101
Author:	Lisa Boddy, Executive Assistant
Authorising Officer	Alan Hart, Chief Executive Officer
Date:	5 March 2024
Disclosure of Interest:	Nil
Attachments:	Policy 45 – Community Engagement Policy 56 – Stock on Roads - Signage Policy 77 – Citizenship Ceremonies Dress Code
Previous Reference:	Item 12.1 Ordinary Council Meeting 21 March 2024

Summary:

To continue with the process of reviewing all Council policies to ensure they are still relevant and correct for the day to day workings of the Shire.

Background:

At the Ordinary Council Meeting held on 18 August 2022 Council resolved to adopt Policy 83 – Policy Manual which states that:

All policies within the Policy Manual are to be reviewed by Council every three years, being one third of Council's policies each year in a three year period. Council may review an individual policy at any time before the next review date if it determines it to be necessary.

As there are currently 90 policies of the Shire it is proposed that each month several policies are reviewed by Council, this will ensure that all policies are reviewed in the stated three year period.

Comment:

Three policies are to be reviewed this month:

- Policy 45 – Community Engagement
- Policy 56 – Stock on Roads – Signage
- Policy 77 – Citizenship Ceremonies Dress Code

These policies were presented to the General Planning Forum on 15 February 2024. Changes were made to only one policy, Policy 56, as highlighted in the attachment.

Consultation:

Chief Executive Officer
Elected Members

Statutory Environment:

Local Government Act 1995 S.2.7(2)(b)

Policy Implications:

As reviewed.

Financial Implications:

Nil.

**Strategic Implications:
Provide Strong Leadership**

Our Goals	Our Strategies
A well informed Community	Foster Opportunities for connectivity between Council and the Community
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Service Level Plans detail operational roles, responsibilities and resources.

Sustainability Implications:

- Environmental: There are no known significant environmental considerations.
- Economic: There are no known significant economic considerations.
- Social: There are no known significant social considerations.

Risk Implications:

Not regularly updating the Shire’s Policy manual poses a reputable risk with a medium risk rating. In order to maintain transparency and to facilitate appropriate decision making processes, it is imperative that policy statements reflect the current position of Council and work practices at the Shire as well as best practice approaches.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council adopts the following policies with any amendments made.

- **Policy 45 – Community Engagement**
- **Policy 56 – Stock on Roads – Signage**
- **Policy 77 – Citizenship Ceremonies Dress Code**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts

POLICY TYPE:	COMMUNITY
DATE ADOPTED:	18/07/2019

POLICY NO:	45
DATE LAST REVIEWED:	17/09/2020 16/09/2021

LEGAL (PARENT):	<i>S5.56 Local Government Act 1995</i>
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LEGAL (SUBSIDIARY):	
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DELEGATION OF AUTHORITY APPLICABLE:	
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DELEGATION NO.	
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ADOPTED POLICY	
TITLE:	Community Engagement and Consultation
OBJECTIVE:	<ul style="list-style-type: none"> To provide guidance to the Council and community on when community engagement activities should be undertaken and the level of engagement to be carried out, other than notification and consultation conducted in accordance with statutory requirements

POLICY STATEMENT

The Shire of Wandering recognises that community engagement and the opportunity for the community to participate in planning for the future are vital in ensuring we meet our strategic objective "Community Engagement" in Wandering's Community Strategic Plan: 2018 – 2028 and "Community Consultation Process" in Disability Access and Inclusion Plan.

Community Engagement is about involving the community in decisions which affect them, and to be responsive to the needs of the community. Community is defined in the broadest possible sense to include Shire of Wandering residents, ratepayers (owners and occupiers), business proprietors, community groups, and visitors.

Community engagement does not mean achieving consensus. However, it does involve seeking broad, informed agreement and the best possible solution for Council and the community.

At times it may also include other tiers of government, neighbouring Councils and other stakeholders with an interest in the Shire of Wandering. In effectively engaging the community, many diverse and different views and opinions may be conveyed to Council. Council may not always be able to reconcile these differences, nor make decisions or take actions that align with everyone's viewpoint.

1. FRAMEWORK

The Shire's approach to community engagement is based on the spectrum of engagement activities as advocated by the International Association for Public Participation. The Five levels of participation are:

INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL				
To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/ or solutions	To obtain public feedback on analysis, alternatives and/ or decisions	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	We will endeavour to implement what you decide.
ASSURANCE TO THE PUBLIC				
We endeavour to keep you informed	We endeavour to keep you informed, listen to and acknowledge concerns and aspirations.	We endeavour to work with you to ensure that your concerns and aspirations are directly reflected in	We endeavour to look to you for direct advice and innovation in formulating solutions and	We will endeavour to implement what you decide.

		the alternatives developed.	incorporate your advice and recommendations into the decisions to the maximum extent possible	
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It should be noted that the 'empower' level on the spectrum has limited application in Local Government as the elected Council are the decision making body.

2. WHEN ENGAGEMENT IS TO BE UNDERTAKEN

The Shire of Wandering endeavours to undertake community engagement when:

- A decision is likely to have significant impact on an individual or group in the community
- There is, or likely to be, strong community concern or interest in the issue;
- The proposal before the Council is anticipated to have significant impact on the economy, lifestyle and/or environment of the Shire and/or its residents;
- Significant changes to the current or future use of land or infrastructure within the Shire is being considered;
- Information is needed by Council about community needs, priorities or values to ensure planning is appropriate and responsive;
- The Council wishes to ensure all groups, including minority or disadvantaged groups have information about an opportunity to contribute to the operations and/or the planning for the Council's services, facilities and programmes.

There are 4 impact levels to measure the need for Community Engagement, where impact relates to the 'effect of an action or change on the Community.' The impact levels are as follows:

LEVEL OF IMPACT	BRIEF DESCRIPTION
Level 1	High level of impact overall or a large part of Wandering.
Level 2	High level impact of a local nature, eg a local area, specific community or user group
Level 3	Lower level of impact overall or a large part of Wandering.
Level 4	Lower level of impact of a nature, eg a local area, specific community or user group

The level of community engagement undertaken relates directly to the level of community involvement required, and should always be appropriate to the nature, complexity and impact of the issue, plan or strategy. In some cases, it may not be practicable when:

- The Council is to decide quickly in the interest of the Shire (e.g. Public Safety);
- The advice or decision is to another tier of Government about matters of broad interest (in common) to constituents of the State;
- The decision concerns day to day administrative matters

3. ROLES AND RESPONSIBILITIES

3.1 COUNCIL

The Council is elected to make decisions on behalf of the people of the Shire of Wandering. To do so effectively, the Council may have a need to inform themselves of current community attitudes and opinions on the issue(s).

All community engagement is undertaken in a manner that is consistent with legal obligations under;

- The Commonwealth Disability Discrimination Act 1992 (that is, open and accessible to all members of the community);
- The Information Privacy Act 2000 (regarding the handling of all personal information); and
- Any other relevant legislation which may relate to an issue

3.2 COMMUNITY

The Community is expected to:

- Inform themselves about Council functions, initiatives, activities and objectives and participate in civic affairs;
- Acknowledge that the Council is made up of duly elected representatives of the community and it is their role to make decisions on behalf of the community;
- Acknowledge that submissions addressing matters that are objective are generally considered more highly than those that demonstrate bias, or are subjective, or hypothetical; and

ASSOCIATED DOCUMENTS

Shire of Wandering Community Strategic Plan: 2018-2028

Shire of Wandering Disability Access and Inclusion Plan:

POLICY TYPE:	COMMUNITY
DATE ADOPTED:	18/07/2019

POLICY NO:	56
DATE LAST REVIEWED:	17/09/2020 16/09/2021

LEGAL (PARENT):	<i>Local Government Act 1995</i>
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LEGAL (SUBSIDIARY):	
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DELEGATION OF AUTHORITY APPLICABLE:	
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DELEGATION NO.	
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ADOPTED POLICY	
TITLE:	Stock on Road Signs
OBJECTIVE:	<ul style="list-style-type: none"> To provide guidelines for signage and other related matters.

DEFINITIONS

Local road - means a road under the control of a Local Government.

Main Roads - means the Main Roads of Western Australia.

RTC 2000 - means The Road Traffic Code 2000. State road—means a road under the control of Main Roads

State Road – means a road under the control of Main Roads.

Traffic signs - mean a sign as recognised in the Australian Standards or Main Roads Signs Index.

POLICY STATEMENT

The Shire of Wandering adopts Main Roads “Technical Guidelines – Stock Crossings”, which incorporates:

- (a) General Guidelines
- (b) Stock Crossing
- (c) Droving of Stock along a Road
- (d) Signs
- (e) Vehicle Mounted Warning Device
- (f) Stock Underpasses

for all local roads within the Shire of Wandering.

POLICY TYPE:	GOVERNANCE
DATE ADOPTED:	19/11/2020

POLICY NO:	77
DATE LAST REVIEWED:	16/09/2021

LEGAL (PARENT):	<i>Australian Citizenship Act 2007 and Australian Citizenship Regulations 2016</i>
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LEGAL (SUBSIDIARY):	
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DELEGATION OF AUTHORITY APPLICABLE:	No
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DELEGATION NO.	
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ADOPTED POLICY	
TITLE:	Citizenship Ceremonies – Dress Code
OBJECTIVE:	<ul style="list-style-type: none"> To ensure compliance with the requirements of the Federal Government in relation to the standard of dress to be worn by participants during citizenship ceremonies conducted by the Shire of Wandering

PREAMBLE

This Policy applies to the officials conducting citizenship ceremonies and everyone receiving Australian Citizenship at a formal ceremony conducted by the Shire of Wandering.

POLICY STATEMENT

The attire worn by the officials conducting citizenship ceremonies and the recipients of citizenship at the ceremony should be in accordance with this Policy and reflect the significance of the occasion.

Officials conducting the ceremony are to wear their official uniform or business attire.

People receiving citizenship at the ceremony should wear smart casual attire or their own national/traditional/cultural dress.

The following attire is not permitted:

- Beach wear
- Thongs or bare feet, unless part of national/traditional/cultural attire
- Slippers
- Sleep wear
- Clothing showing offensive slogans or pictures
- Sports apparel
- Fancy Dress costumes

RELATED DOCUMENTS

Australian Government – Australian Citizenship Ceremonies Code.

12.2 Wandering Town Dams 1 & 2-Grant of Easement.

File Reference:	32.1.2
Location:	Part of Lot 500 on Deposited Plan 416253. Town Dams
Applicant:	N/A
Author:	Alan Hart-Chief Executive Officer
Authorising Officer	Alan Hart-Chief Executive Officer
Date:	15 March 2024
Disclosure of Interest:	Nil
Attachments:	Easement in Gross- Part of Lot 500 on Deposited Plan 416253.
Previous Reference:	OCM July 2019

Summary:

For Council to Approve the CEO to Sign an easement on Part of Lot 500 on Deposited plan 416 253

Background:

In July 2019 Council resolved to secure part of Reserve 29674, being the two dams. These dams are used by the Shire to water the Wandering town oval.

This document is granting the Shire access to the Dam and associated infrastructure.

Comment:

The previous resolution, whilst resolved to secure the Dams by having them vested in the Shire for the purposes of “Community Water Supply”, did not authorise the CEO to sign any documents related to the Shire securing the Dams.

This report is to authorise the CEO to sign these documents to allow the Shire to have formal access to the Dams and associated Infrastructure.

Consultation:

N/A

Statutory Environment:

Land Administration Act 1997

Policy Implications:

Not Applicable

Financial Implications:

The transfer document will need to be registered with Landgate at a cost to Council of \$1,534.

Strategic Implications:

Retain and Grow Our Population

Our Goals	Our Strategies
People feel safe, connected and actively involved in the community	<ul style="list-style-type: none"> Facilitate and support activities that optimise use of our facilities Assist Community and sporting organisations to remain sustainable and active Engage and celebrate local culture, both indigenous and non-indigenous Facilitate and support Emergency Services Planning Preserve our history

Provide Strong Leadership

Our Goals	Our Strategies
We plan for the future and are strategically focused	<ul style="list-style-type: none"> • Ensure accountable, ethical and best practice governance • Develop and maintain our Strategic Plan, Corporate Business Plan, Asset Management Plan, Workforce Plan and Long Term Financial Plan • Service Level Plans detail operational roles, responsibilities and resources • Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships

Sustainability Implications:

- Environmental: Securing Water for the Town oval and any future community infrastructure is important to the Shire
- Economic: There are no economic implications of signing this document.
- Social: The Wandering Community Centre and oval is an important community hub and this needs to be preserved.

Risk Implications:

N/A

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council authorises the Chief Executive Officer to sign the attached Easement In Gross for Part of Lot 500 on Deposited Plan 416253.

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Treasure Cr Hansen Cr Little Cr Parsons Cr Watts

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997 as amended
TRANSFER OF LAND ACT 1893 as amended

EASEMENT IN GROSS (E)

SERVIENT TENEMENT (NOTE 1)

That part of Lot 500 on Deposited Plan 416253 as is shown as Easement 'A' on Deposited Plan 416253

EXTENT

Part

VOLUME

0000

FOLIO

000

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

Nil

GRANTOR

State of Western Australia acting through the Minister for Lands a body corporate under the Land Administration Act 1997, care of Department of Planning, Lands and Heritage Level 2, 140 William Street PERTH WA 6000

CONSIDERATION (NOTE 3)

Five hundred dollars (\$500.00) plus GST

PURPOSE OF EASEMENT (NOTE 4)

Access and Water Pipes

GRANTEE/S (NOTE 5)

Shire of Wandering of 22 WATTS STREET WANDERING WA 6308

THE MINISTER FOR LANDS, ACTING IN THE NAME AND ON BEHALF OF THE GRANTOR, FOR THE ABOVE CONSIDERATION, BY THIS DEED HEREBY GRANTS TO THE GRANTEE THE RIGHTS HEREIN SET OUT OVER THE SERVIENT TENEMENT FOR THE PURPOSE(S) SPECIFIED ABOVE, SUBJECT TO:

1. THE ENCUMBRANCES SHOWN HEREON;
2. THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED); AND
3. THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

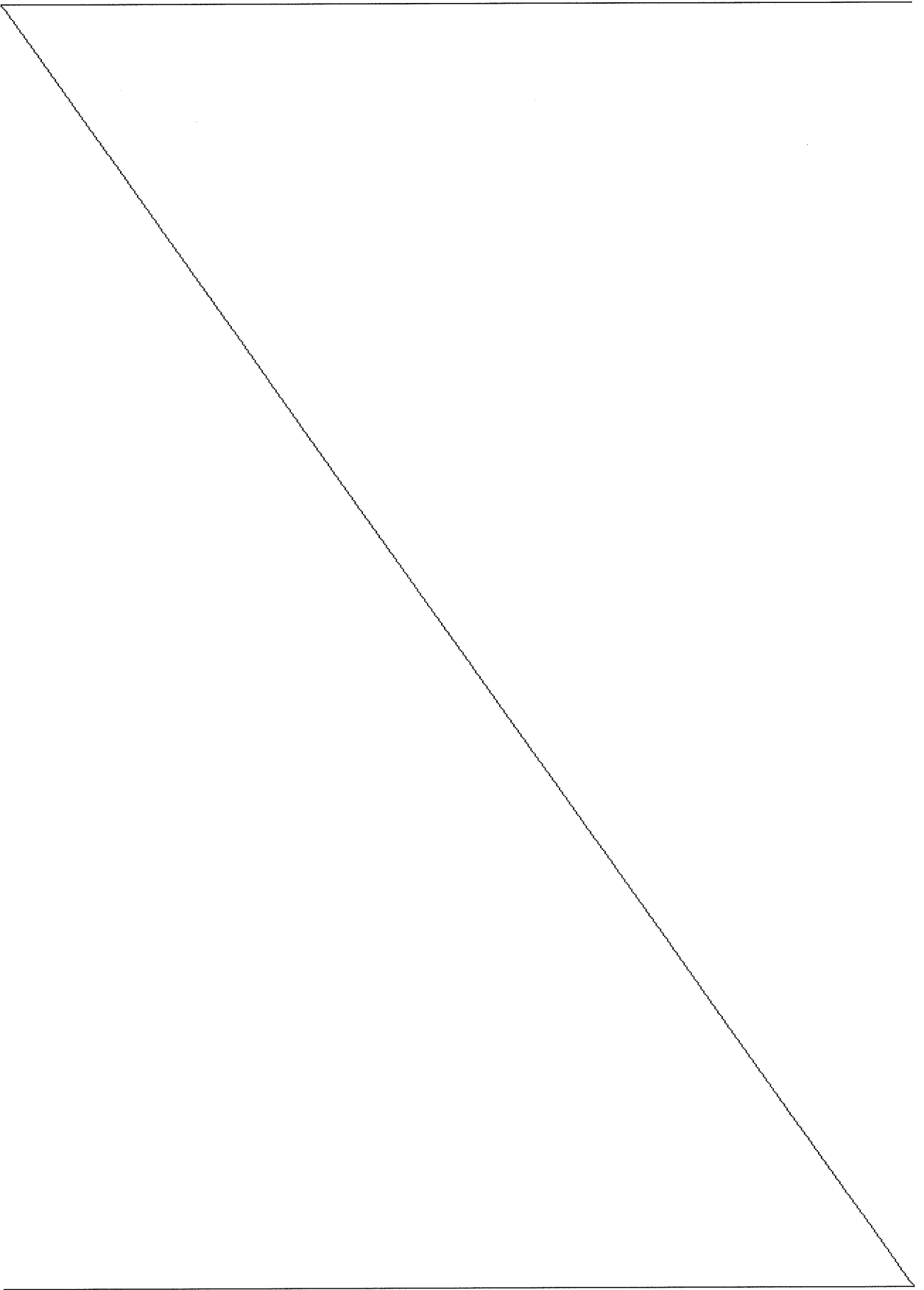


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THIS DEED OF EASEMENT is made between the Grantor and the Grantee described in the Easement Form which is attached to and forms part of this Deed.

RECITALS

- A. The Grantor may under Part 8 of the LAA grant easements in gross over Crown land subject to and in accordance with the provisions of the LAA.
- B. The Servient Tenement is Crown land.
- C. The Grantee has requested the Grantor to grant to it, pursuant to the LAA, an easement over the Easement Area for the Easement Purpose.
- D. The Grantor has agreed to grant in favour of the Grantee the Easement over the Easement Area in accordance with sections 144 and 147 of the LAA upon the terms and conditions set out in this Deed, and with the consent of every management body and every person having an interest, right, title or power in respect of the Easement Area.
- E. The Grantee has paid to the Grantor in consideration of the grant of this Easement the Easement Fee.

COVENANTS AND CONDITIONS

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Deed unless the contrary intention appears the expression:

Authorisation includes a consent, authorisation, permit, licence, approval, agreement, certificate, authority or exemption from, by or with a Governmental Agency or required under any Law and all conditions attached to an authorisation.

Business Day means any day other than a Saturday, Sunday or public holiday in Western Australia.

Claim means actions, claims, proceedings, suits, judgments, demands, losses, damages, costs and expenses, including the costs of defending or settling any action, claim, proceeding, suit or demand.

Contamination is the state of being contaminated, as that term is defined in the CSA.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003*.

Deed means the deed of easement constituted by this document and any amendments to it or variations of it and includes the Easement Form and any annexures.

Department means the department principally assisting the Minister in the administration of the LAA from time to time.

Easement means the easement created by this Deed and its registration.

Easement Area means the Servient Tenement.

Easement Fee means the sum shown in the panel with the heading consideration in the Easement Form.

Easement Form means the approved form under the LAA which is attached to and forms part of this Deed.

Easement Purpose means the easement purpose specified in item 1 of the Schedule.

Encumbrance means the limitations, interests, encumbrances and notifications on the Servient Tenement described in the panel with that heading in the Easement Form.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from or by any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Existing Interest Holder means the holder of any interest shown as an Encumbrance as at the date of this Deed and the management body of any reserve over the Easement Area (whether or not shown as an Encumbrance).

Existing Interest Holder Infrastructure includes any structure, fixture, fitting, pipeline, cable, equipment, or bituminised surface that an Existing Interest Holder has installed, constructed or placed within the Easement Area from time to time in exercise of their rights under their interest.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

Grantee means the grantee described in the panel with that heading in the Easement Form.

Grantee's Address for Service means the address specified in item 3 of the Schedule or such other address as may be notified to the Grantor from time to time.

Grantee's Authorised Users means the employees, agents, contractors, workmen, licensees and invitees of the Grantee.

Grantee's Infrastructure means:

- (i) the existing pipes, mains, conduits, cables (as the case may be) or any new pipes, mains, conduits and cables (as the case may be) from time to time of the Grantee's through, under, upon or over the Easement Area; and
- (ii) any apparatus connected with and requisite to secure the safe and proper working of these pipes, mains, conduits and cables.

Grantor means the Minister on behalf of the State of Western Australia and includes the Crown and the successors in title of the Crown to, and registered proprietors from time to time of, the Easement Area.

Grantor's Address for Service means the address specified in item 2 of the Schedule or such other address as may be notified to the Grantee from time to time.

Grantor's Authorised Users means all persons reasonably required or authorised or permitted by the Grantor to use the Easement Area and includes the Existing Interest Holders.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*.

GST law has the meaning given in section 195-1 of the GST Act.

Insurance Amount means the amount specified in item 4 of the Schedule or such other amount as the Grantor may reasonably require from time to time.

Insurance Policy means the insurance policy required to be taken out by the Grantee under clause 4.4.

LAA means the *Land Administration Act 1997*.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future of any State, Commonwealth or local government.

Material Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

Minister means the Minister for Lands, being a body corporate existing under section 7(1) of the LAA and being the Minister to whom administration of the LAA is committed from time to time.

Parties means the Grantor and the Grantee.

Party means the Grantor or the Grantee as the context requires.

Pollution means any thing that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986* that is not authorised under any Law.

Public Utility Provider means every body established or continued under a Law or authorised or licensed under a Law, which authorises that body to set up, establish, provide, operate, use and enjoy, maintain, repair and replace any works and undertakings, in, or under, over, through or across the Easement Area for any public purpose including any services for the benefit of the general public or a part of it.

Relevant Land means the Easement Area and the Surrounding Area.

Schedule means the schedule to this Deed.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity and telecommunications.

Servient Tenement means the land described in the panel with that heading in the Easement Form.

State means the State of Western Australia, any Minister of the Crown, any State Government department, agency or instrumentality, and any body whether corporate or unincorporate that is established or continued for a public purpose by or under a Law.

Surrounding Area means any land or water adjacent to or in the vicinity of the Easement Area and the air generally above the Easement Area, and includes an "affected site" within the meaning of that term as defined in the CSA as it relates to the Easement Area and anything done in or on the Easement Area by the Grantee or the Grantee's Authorised Users.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

Termination means the cancellation under the LAA, termination, surrender or other early determination of this Easement.

1.2. INTERPRETATION

In this Deed, unless the context requires otherwise:

- (a) clause headings are for convenient reference only and shall have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the document in which the reference appears;
- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word "person" includes a firm, a body corporate, an unincorporated association or a Governmental Agency;
- (g) a reference to a party to this Deed includes that party's successors and permitted assigns and in the case of a natural person includes that person's personal representatives and administrators;
- (h) covenants in this Deed by two or more persons as a party to the Deed are deemed to be joint and several;
- (i) the word "including" is deemed to be followed by the words "but not limited to";
- (j) if a Governmental Agency, association, body or authority, whether statutory or not ceases to exist or is reconstituted, renamed, replaced or its powers or functions are transferred to any other body, a reference to that body means the body established or constituted in its place or that undertakes the powers or functions of that body;
- (k) a reference to this Deed or another instrument includes any variation of either of them;
- (l) if a word or phrase is defined, cognate words or phrases have corresponding definitions; and
- (m) words defined in the LAA have the same meaning where used in this Deed.

1.3. ACTS OF THE MINISTER

All acts and things which the Grantor or the Minister is required or empowered to do under this Deed may be done by the Minister or an officer of the Department to whom the power to grant easements under Part 8 of the LAA is delegated under section 9 of the LAA.

2. GRANT OF EASEMENT

2.1. GRANT

In consideration of payment to the Grantor of the Easement Fee and the covenants on the part of the Grantee in this Deed, the Grantor hereby grants to the Grantee subject to the Encumbrances and the rights of the Existing Interest Holders a non-exclusive right for the Grantee and the Grantee's Authorised Users at all times during the subsistence of this Easement:

- (a) to enter with or without vehicles or motors or other mechanised vehicles (laden or unladen) and with such plant and equipment as is reasonably necessary upon the Easement Area and to remain thereon for all or any of the purposes of constructing, installing, laying, extending, replacing,

maintaining, inspecting, altering, repairing, improving or removing the Grantee's Infrastructure, and for all or any such purposes the right:

- (i) to make surveys and take levels of the Easement Area and set out such parts as it may think fit and to use any earth stones and other things taken from the Easement Area;
 - (ii) to cut away and keep clear all trees and other growth upon the Easement Area;
 - (iii) to open up and break up the soil of the Easement Area and excavate and sink trenches;
 - (iv) to open, clean and repair any part of the Grantee's Infrastructure or alter the position or construction of the Grantee's Infrastructure within the Easement Area but only with the prior written consent of the Grantor; and
 - (v) for the purpose of gaining access to the Easement Area, to enter, pass and repass from any land adjoining the Servient Tenement owned by the Grantor; and
- (b) at any time to use any of the Grantee's Infrastructure for the Easement Purpose.

2.2. CONDITIONS WHICH APPLY TO THE EASEMENT

The Easement is subject to the right of:

- (a) the Grantor;
- (b) the Grantor's Authorised Users; and
- (c) all other persons lawfully entitled to use the Easement Area from time to time including the Existing Interest Holders,

to use or continue to use the Easement Area in any manner for which they are authorised and, in the case of any grant of an interest in the Easement Area subsequent to the grant of this Easement, which is not inconsistent with the Easement.

2.3. BURDEN OF EASEMENT

The burden of this Easement runs with and binds the Servient Tenement.

3. GRANTEE'S COVENANTS

3.1. USE OF EASEMENT AREA

The Grantee hereby covenants with the Grantor, for the duration of the Easement, that the Grantee and the Grantee's Authorised Users will:

- (a) not use the Easement Area for any purpose other than as specified in this Deed;
- (b) not cause or permit the obstruction of the Easement Area;
- (c) not permit or cause any damage to the Easement Area or the Surrounding Area;
- (d) not do any act, matter or thing within the Easement Area which would constitute a nuisance or fire hazard or which could cause injury or damage to any improvement on the Easement Area;
- (e) where maintenance or other works to be carried out within the Easement Area are other than of an emergency nature or of a minor routine nature (in

- which case no notice is required), give at least 7 days notice in writing to the Grantor and to the Existing Interest Holders of the nature of and the estimated duration of those works;
- (f) carry out and complete any work commenced at any time within the Easement Area in a proper and workmanlike manner and in accordance with all Laws, standards, codes and the like and with all proper speed and if necessary:
 - (i) fill in, consolidate and level off any holes or trenches made by those works within the Easement Area;
 - (ii) carry away all earth and rubbish;
 - (iii) whilst the soil or surface is opened and during the progress of any construction works on or to the Grantee's Infrastructure on the Easement Area, ensure that the Grantee's Infrastructure and any other improvements are properly guarded;
 - (iv) affix adequate signs or notices for the warning of persons likely to be endangered by all work on the Easement Area;
 - (v) reinstate and make good the surface area of the Easement Area within a reasonable period to the satisfaction of the Grantor; and
 - (vi) cut and remove only such trees and vegetation as are necessary, preserve the vegetation as much as possible and cause minimum disturbance to the top soil and if required by the Grantor, restore and regenerate the trees and vegetation within the Easement Area (as near as reasonably practical) to the state and condition they were in before use by the Grantee of the Easement Area pursuant to this Deed or replant with trees and vegetation of similar species as to those within the Easement Area before such use except to the extent such restoration and replanting is inconsistent with the exercise of the rights granted under the Easement;
 - (g) immediately fill, compact and level any part of the Easement Area which may have suffered any subsidence;
 - (h) repair or remedy any damage caused by the Grantee or the Grantee's Authorised Users to the Easement Area or the Surrounding Area, and any improvements and Services in, on, under or over the Easement Area, and erosion or other form of degradation;
 - (i) not, unless required by any Law, fence off the Easement Area or part thereof without the prior written consent of the Grantor and any Existing Interest Holder who has Existing Interest Holder Infrastructure in the Easement Area affected by such fencing (such consent not to be unreasonably withheld), but may construct and maintain in a proper manner, with the consent of any fence owner, a gate or gates as the Grantee shall require in any fence or fences now or hereafter crossing the Easement Area;
 - (j) exercise its rights in respect of the Easement Area in a manner that does not prevent or prejudice the use of the Easement Area by other persons who use the Easement Area and, in particular, must not interfere with the use of the Easement Area by the Existing Interest Holders or cause damage to the Existing Interest Holders' Infrastructure;
 - (k) upon Termination, remediate the Easement Area in accordance with best industry practice existing at the time of such Termination and to the satisfaction of the Grantor; and

- (l) comply with any reasonable directions of the Grantor or its employees as to the manner in which the Grantee's rights are exercised.

The obligations of the Grantee under this clause continue after Termination of this Easement in respect of any thing done or omitted to be done on the Easement Area by the Grantee or the Grantee's Authorised Users during the currency of the Easement.

3.2. MAINTENANCE OF EASEMENT AREA

- (a) The Grantee is at its own cost responsible for the full and proper maintenance, care and upkeep of the Easement Area for the duration of this Easement.
- (b) The Grantee acknowledges that the Grantor is not responsible for the maintenance, care or upkeep of the Easement Area.

3.3. COMPLY WITH LAWS

The Grantee hereby covenants with the Grantor, for the duration of the Easement, that the Grantee and the Grantee's Authorised Users will:

- (a) comply with all Laws, including Environmental Laws, that apply to the exercise of the Grantee's rights in respect of the Easement Area;
- (b) obtain any Authorisation required for any conduct, activity or use undertaken by the Grantee or the Grantee's Authorised Users within the Easement Area, including the purpose specified in this Deed before that conduct, activity or use is undertaken and keep all such Authorisations in full force and effect;
- (c) use and only permit the use of the Easement Area in a manner which complies with each Law and each Authorisation held by the Grantee in accordance with subclauses (a) and (b); and
- (d) not do or omit to do any act or permit the doing or omission of any act which might directly or indirectly result in the revocation, suspension or adverse modification of an Authorisation in relation to the Easement Area or any conduct or activity relating to the use of the Easement Area.

3.4. ENVIRONMENTAL OBLIGATIONS

- (a) The obligations in this clause 3.4 are in addition to the obligations in clauses 3.1 and 3.3.
- (b) The Grantee hereby covenants with the Grantor, for the duration of the Easement, that the Grantee and the Grantee's Authorised Users will not cause or permit any Contamination, Pollution or Material Environmental Harm to occur in, on or under the Relevant Land.
- (c) The Grantee will notify the Grantor immediately on becoming aware of:
 - (i) the existence of any Contamination of the Relevant Land;
 - (ii) any Pollution affecting the Relevant Land;
 - (iii) an Environmental Notice being served on the Grantee or the Grantee's Authorised Users in relation to the Relevant Land; or
 - (iv) the making of a complaint to any person including, but not limited to, the Grantee or the Grantee's Authorised Users or the commencement of proceedings against the Grantee or the Grantee's Authorised Users relating to an alleged failure by the Grantee or the Grantee's Authorised Users to observe or perform

an obligation under an Environmental Law in respect of the Relevant Land.

- (d) The Grantee will, at the Grantee's cost, comply with every Environmental Notice issued in respect of, or relating to, the use by the Grantee or the Grantee's Authorised Users of the Relevant Land except to the extent caused by the negligence of the Grantor or the Grantor's Authorised Users, whether the notice is served on the Grantor or the Grantee or one or more of or the Grantee's Authorised Users.
- (e) Without:
 - (i) affecting the obligations of the Grantee in this clause; or
 - (ii) limiting any right of, or indemnity in favour of, the Grantor,if any Contamination, Pollution or Material Environmental Harm occurs in breach of subclause (b), the Grantee must do everything necessary to minimise the effect of the Contamination, Pollution or Material Environmental Harm as soon as reasonably practicable and must remediate any resultant damage and harm, to the reasonable satisfaction of the Grantor and in compliance with any Environmental Notice or Environmental Law.
- (f) The obligations of the Grantee under this clause continue after Termination of this Easement in respect of any thing done or omitted to be done on the Easement Area by the Grantees or Grantee's Authorised Users during the currency of the Easement.

4. INDEMNITY RELEASE AND INSURANCE

4.1. DEFINITIONS

In clauses 4.2 and 4.3, **Indemnified Parties** means the Grantor, the State, the Grantor's Authorised Users and all officers, servants, agents, contractors, invitees and licensees of any of them.

4.2. INDEMNITY

- (a) The Grantee hereby covenants with the Grantor to indemnify and keep indemnified, the Indemnified Parties from and against all Claims whatsoever (whether based in contract, tort or statute or otherwise howsoever arising or any combination thereof) which may at any time be brought maintained or made against or incurred by all or any one or more of the Indemnified Parties:
 - (i) in respect of any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Easement Area and including the property of:
 - (A) any of the Indemnified Parties;
 - (B) the Grantee, or the Grantee's Authorised Users; and
 - (ii) in respect of the death of, injury to or illness of, any person including:
 - (A) the Indemnified Parties;
 - (B) the Grantee, or the Grantee's Authorised Users,directly or indirectly caused by or arising out of or in connection with:
 - (iii) the use of the Easement Area by the Grantee or the Grantee's Authorised Users;

- (iv) any work carried out by or on behalf of the Grantee under this Deed;
 - (v) the exercise or enjoyment or purported exercise or enjoyment of any of the rights conferred on the Grantee or the Grantee's Authorised Users under this Deed;
 - (vi) any Contamination, Pollution or Environmental Harm in, on, under or to the Relevant Land caused or contributed to by the Grantee or the Grantee's Authorised Users;
 - (vii) any remediation required in respect of the Relevant Land or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency arising from or relating to the use of the Relevant Land by the Grantee or the Grantee's Authorised Users;
 - (viii) any default by the Grantee in the due and punctual performance of or compliance with any of the terms covenants and conditions contained in this Deed, or any other Law that apply to the exercise of the Grantee's rights in respect of the Easement Area; or
 - (ix) any negligent or other tortious act or omission of the Grantee or the Grantee's Authorised Users.
- (b) The obligations of the Grantee under this clause 4.2 are unaffected by the obligation of the Grantee to take out insurance, and the obligations of the Grantee to indemnify are paramount.
 - (c) The indemnities contained in this clause 4.2 continue in full force and effect notwithstanding Termination for any reason in respect of any act, deed, matter or thing occurring prior to Termination.

4.3. RELEASE

The Grantee:

- (a) agrees to use and keep the Easement Area at its own risk;
- (b) releases, to the full extent permitted by law, the Indemnified Parties from:
 - (i) any liability which may arise in respect of any destruction, loss (including loss of use), injury or damage to property or death of, injury to, or illness of, any person, of any nature in or near the Easement Area;
 - (ii) all Claims arising out of or in connection with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on, under or to the Relevant Land at any time throughout the duration of the Easement; and
 - (iii) without limiting paragraph (i), destruction, loss, injury or damage to fixtures or personal property of the Grantee or the Grantee's Authorised Users;

except to the extent that such loss or damage is caused or contributed to by the negligence of the Grantor.
- (c) The release contained in this clause 4.3 continues in full force and effect notwithstanding Termination for any reason in respect of any act, deed, matter or thing occurring prior to Termination.

4.4. INSURANCE

- (a) The Grantee must effect, maintain and keep current with an insurer authorised to carry on an insurance business by the Australian Prudential Regulation Authority under the *Insurance Act 1973 (Cth)* and to the satisfaction of the Grantor, a public liability insurance policy for the Insurance Amount (or such other amount as the Grantor may reasonably require at any time and from time to time consistent with usual prudent commercial practice) for any one occurrence and unlimited in the aggregate during any one period of insurance and covers all Claims and losses howsoever arising or caused, consistent with usual prudent commercial practice, including those in respect of:
- (i) any illness of, injury to or death of, any person;
 - (ii) any loss, damage or destruction to any property including to the property of any of the Indemnified Parties;
 - (iii) the loss of use of any property, including the property of any of the Indemnified Parties;
 - (iv) liability arising out of any Contamination, Pollution or Environmental Harm of or to the Relevant Land (including neutralising or clean up costs) of a sudden and accidental nature during the Term caused or contributed to by the Grantee or the Grantee's Authorised Users, or such other form of insurance coverage as may become readily available from such an insurer; or
 - (v) any Claim, risk or event covered under the indemnities provided by the Grantee to the Grantor under this Deed in respect of which insurance is ordinarily obtainable.
- (b) Any policy of insurance effected pursuant to this clause must contain such conditions, endorsements and exclusions as are consistent with usual prudent commercial practice and are reasonably acceptable to the Grantor having regard to insurance commonly effected for the risks in question.
- (c) The Grantee must give to the Grantor a copy of the certificate of currency for the Insurance Policy at the date of execution of this Deed, and the Grantee is to submit evidence to the Grantor on each anniversary of the date of execution of this Deed, or as otherwise requested by the Grantor, which shows that the Insurance Policy is still current and complies with the Insurance Policies required by this Deed.
- (d) The Grantee is:
- (i) not to, and is not to permit any person to, do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the Insurance Policy;
 - (ii) to notify the Grantor immediately if an event occurs which gives rise or might give rise to a claim under the Insurance Policy or which could prejudice the Insurance Policy;
 - (iii) to comply with the requirements of any Governmental Agency, the Insurance Council of Australia and any insurer including in relation to Improvements when they are being or have been constructed;
 - (iv) to expend any moneys received in respect of a claim made under the Insurance Policy in satisfaction of the relevant Claim;

- (v) to have the interests of the Minister, the Crown and the Grantor noted on the Insurance Policy and is to ensure that under the Insurance Policy the insurer has no rights of subrogation against the Minister, the Crown or the Grantor;
- (vi) to indemnify the Minister, the Crown and the Grantor against any loss arising from a breach of subclause (v) and the indemnities contained in this sub clause continue in full force and effect notwithstanding Termination for any reason in respect of any act, deed, matter or thing occurring prior to Termination;
- (vii) to ensure that all premiums in respect of the Insurance Policy and renewals of the Insurance Policy are paid punctually;
- (viii) to ensure that it does not at any time during the duration of the Easement do or bring upon the Easement Area anything where the Insurance Policy may be rendered void or voidable; and
- (ix) to ensure that if the Grantee does anything or brings anything onto the Easement Area where the rate of premium on the Insurance Policy will be liable to be increased, the Grantee will obtain insurance cover for such increased risk and pay all additional premiums required on account of the additional risk caused by the use to which the Easement Area is put by the Grantee.

5. NON-EXCLUSIVE EASEMENT

5.1. OTHER EASEMENTS OR INTERESTS

- (a) The Grantee acknowledges that the Grantor and the Minister may, in their absolute discretion, grant other easements or interests in, on, under, over, through or across the Easement Area to any Public Utility Provider or any other person provided that the rights and privileges conferred on the Grantee by this Deed will not be materially interfered with.
- (b) The Grantee hereby consents to the Grantor and the Minister granting other easements or interests in respect of the Easement Area as described in subclause (a). If any further evidence of such consent is required for registration or other purposes, then the Grantee undertakes it will sign all further documents, if any, and do all things necessary to show that such consent is provided.
- (c) The Grantee acknowledges and agrees that the grant of an easement or interest in, on, over or across the Easement Area to any other person for the same or similar purpose as the Easement Purpose is not a material interference with the Grantee's rights or privileges conferred by this Deed.

5.2. LAND UNDER CARE, CONTROL AND MANAGEMENT

If any part of the Easement Area comprises land that is under the care, control and management of a management body, the Grantee undertakes to exercise its rights under this Deed and to ensure that any rights of the Grantee's Authorised Users under this Deed are exercised, in a manner which will not interfere with the care, control and management of such land and to comply with any reasonable directions of the management body.

5.3. EASEMENT SUBJECT TO LEGISLATION

This Easement is made and received without prejudice to any right power authority duty or obligation of the Grantee or of any other statutory authority contained in any Law which may be or is exercised in respect of the Easement Area.

6. GENERAL PROVISIONS

6.1. SEVERANCE

If a Court determines that a word, phrase, sentence, paragraph or clause in this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.

6.2. APPLICABLE LAW

This Deed shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the Parties submit to the exclusive jurisdiction of the courts of that State.

6.3. WAIVER AND VARIATION

A provision or a right created under this Deed may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) varied except in writing signed by the Parties.

6.4. GRANTEE'S COST

Except if expressly stated otherwise in this Deed, anything required to be done by the Grantee is at its cost and risk.

6.5. DUTY AND REGISTRATION FEES

The Grantee must pay any duty, penalties or fines payable in respect of any dutiable transaction or other matter to which this Deed relates under the *Duties Act 2008* and any registration fees payable to the Registrar of Titles in respect of this Deed or other documents entered into under the terms of this Deed.

6.6. CIVIL LIABILITY ACT 2002

The provisions of Part 1F of the *Civil Liability Act 2002* are expressly excluded from and do not apply to this Deed or anything arising out of it, including any Claim.

6.7. REGISTRATION

The Minister, on behalf of the Grantor, will lodge this Deed with the Registrar of Titles for registration within 30 days after it is executed by the Grantor and the Grantee.

7. NOTICE PROVISIONS

7.1. GIVING OF NOTICE

Any notice, consent or other writing authorised or required by this Deed to be given or sent (**Notice**) must be in writing and if given or sent:

- (a) by the Grantor, must be signed by the Minister, or a duly authorised delegate of the Minister (as referred to in clause 1.3) and addressed to the Grantee at the Grantee's Address for Service; and
- (b) by the Grantee, must be signed by:
 - (i) the Grantee; or
 - (ii) by any director, executive officer or other duly authorised officer of the Grantee; or
 - (iii) any other person proven to be authorised by the Grantee, and addressed to the Grantor at the Grantor's Address for Service.

7.2. DELIVERY OF NOTICE

- (a) Any Notice given or sent by the Grantee shall be deemed to have been duly given or sent:
- (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by prepaid post, 3 Business Days from and including the date of posting to the addressee; and
 - (iii) if by facsimile transmission:
 - (A) on the date the notice or communication is transmitted in its entirety by a facsimile machine; and
 - (B) that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee,but if the delivery or transmission by facsimile is on a day which is not a Business Day or is after 5.00 p.m. (addressee's time) it is to be regarded as being given at 9.00 a.m. (addressee's time) on the next succeeding Business Day and can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) Any Notice given or sent by the Grantor shall be deemed to have been duly given or served in accordance with section 274 of the LAA.

7.3. FREEHOLD LAND

If the Easement Area becomes freehold land under the *Transfer of Land Act 1893* Notices must be sent to the registered proprietor of the land at its address shown in the register kept under the *Transfer of Land Act 1893* or other address of the proprietor then last known to the Grantee.

7.4. NOTICE TO MORE THAN ONE GRANTEE

Where the Grantee comprises 2 or more persons, notice to one person is deemed notice to all persons comprising the Grantee.

8. GOODS AND SERVICE TAX

8.1. EASEMENT FEE EXCLUSIVE OF GST

The Easement Fee is exclusive of GST, and GST is payable in addition to the amount of the Easement Fee.

8.2. GRANTEE TO PAY GST

The Grantee must pay any GST payable by the Grantor in respect of a Taxable Supply made under this Deed, to the Grantor on demand.

8.3. TAX INVOICE

Where GST is payable, the Grantor shall provide to the Grantee, if required by the Grantee, a Tax Invoice in the format and form required as set out in the GST law.

8.4. NOTIFICATION IS CONCLUSIVE

A written notification given to the Grantee by the Grantor of the amount of GST that the Grantor is liable to pay on a Taxable Supply made or to be made under this Deed is conclusive between the Parties except in the case of an obvious error.

8.5. THE GRANTEE MUST PAY GST AT SAME TIME

The Grantee must pay to the Grantor the amount of the GST that the Grantor is liable to pay under this Deed:

- (a) at the same time; and
- (b) in the same manner,

as the Grantee is obliged to pay for the Taxable Supply.

8.6. APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Grantee, the liability of the Grantee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Grantee's proportion of that Taxable Supply is determined.

8.7. OTHER SUPPLIES

If there is a supply by any Party, which is a Taxable Supply and is not covered by clause 8.1, then the consideration for the supply shall be increased by an amount calculated as:

A x R

where

A is the amount of the consideration for the supply apart from clause 8.1; and

R is the rate of GST applicable to the supply.

SCHEDULE

ITEM	TERM	DEFINITION
1.	Easement Purpose	Access and Water Pipes
2.	Grantor's Address for Service	Department of Planning, Lands and Heritage Level 2 140 William Street PERTH WA 6000 Attention: Manager, Goldfields Esperance, Wheatbelt Region Telephone: (08) 6552 4000 Fax: (08) 6552 4417
3.	Grantee's Address for Service	Chief Executive Officer Shire of Wandering 22 Watts St WANDERING WA 6308 Attention :Chief Executive Officer Telephone: : 08 9884 1056 Fax: : NA
4.	Insurance Amount	\$20,000.000.00

12.4 Wandering 150 Year Celebrations Working Group

File Reference:	11.116.11601
Location:	N/A
Applicant:	N/A
Author:	Alan Hart, Chief Executive Officer
Authorising Officer	Alan Hart, Chief Executive Officer
Date:	13 March 2024
Disclosure of Interest:	Nil
Attachments:	Draft Terms of Reference
Previous Reference:	Nil

Summary:

For Council to consider a draft terms of reference for the 150th Celebrations working group.

Background:

At the February Council meeting, Council formed a working group made up of community members and a Councillor to oversee and finalise the plans to host the 150th year celebration of the Shire of Wandering.

Comment

The working group held a meeting on 11 March 2024 and at that meeting, endorsed the attached draft terms of reference prior to being presented to Council for formal adoption.

The draft terms of reference are attached to this report for Council endorsement.

Consultation:

Wandering Community

Statutory Environment:

Nil

Policy Implications:

There are no current policy implications.

Financial Implications:

There are no financial implications as a result of Council adopting the draft terms of reference.

Strategic Implications:

Provide Strong Leadership

Our Goals	Our Strategies
A well informed Community	Foster Opportunities for connectivity between Council and the Community
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance

Sustainability Implications:

- Environmental: There are no known significant environmental considerations.
- Economic: There are no known significant economic considerations.
- Social: There are no known significant social considerations.

Risk Implications:

Nil.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council adopt the attached terms of reference for the working group.

Carried

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts



Terms of Reference

Wandering 150th Year Celebration Working Group

Purpose and objective

The primary purpose and objective of the Wandering 150 Year Celebration Group:

- to establish a group of people from various sectors of the community who can work together on a regular basis to represent the community for the 150 year celebrations.
- to be recognised as the initial point of contact to discuss and coordinate the 150 year celebrations.
- to share knowledge, expertise, information and resources with members of the group to support continuous improvement and informed decision making.
- to oversee the finalisation of plans to host the 150 year celebrations.

Membership

The working group has been formed by Council comprising of five community members and one Council member.

Members appointed to the working group are not entitled to a sitting fee, or any such type of remuneration.

Length of term

The working group will meet on an ongoing basis until the event is complete. The working group may also be ended by a resolution of Council.

Meetings

Meetings will be held in on a regular basis and as often as needed whilst the event planning is active.

Delegation

This working group has no delegated authority to make any decisions for or on behalf of Council.

Meeting Procedures

The meetings are to be conducted in accordance with the Local Government's meeting procedures.

Variations

Any variations to these Terms of Reference are to be endorsed by the working group and adopted by Council.

13. Finance

13.1 Financial Report February 2024

File Reference:	N/A
Location:	N/A
Applicant:	N/A
Author:	Bob Waddell
Authorising Officer	Alan Hart– Chief Executive Officer
Date:	
Disclosure of Interest:	N/A
Attachments:	February 2024 Financial Statements
Previous Reference:	Nil

Summary:

Consideration of the financial report for the period ending 29 February 2024.

Background:

The financial report for the period ending 29 February 2024 is included as an attachment.

Comment:

If you have any questions regarding details in the financial report, please contact the office prior to the Council meeting so that sufficient time is given to research the request. This will enable the information to be provided at the Council meeting.

Consultation:

Not applicable.

Statutory Environment:

Section 34 (1) (a) of the *Local Government (Financial Management) Regulations 1996* states that a Local Government is to prepare monthly statement of financial activity including annual budget estimates, monthly budget estimates, actual monthly expenditure, revenue and income, material variances between monthly budget and actual figures and net current assets on a monthly basis.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Improve Our Financial Position

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	<ul style="list-style-type: none"> • Improve accountability and transparency • Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs • Prudently manage our financial resources to ensure value for money • Reduce reliance on operational grants

Improve Our Financial Position

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	<ul style="list-style-type: none"> • Improve accountability and transparency • Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs • Prudently manage our financial resources to ensure value for money • Reduce reliance on operational grants

Sustainability Implications:

- Environmental: There are no known significant environmental considerations.
- Economic: There are no known significant economic considerations.
- Social: There are no known significant social considerations.

Risk Implications:

Nil

Voting Requirements:

Simple Majority

Officer Recommendation:

That the financial report for the period ending 29 February 2024 as presented be accepted.

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts



SHIRE OF WANDERING

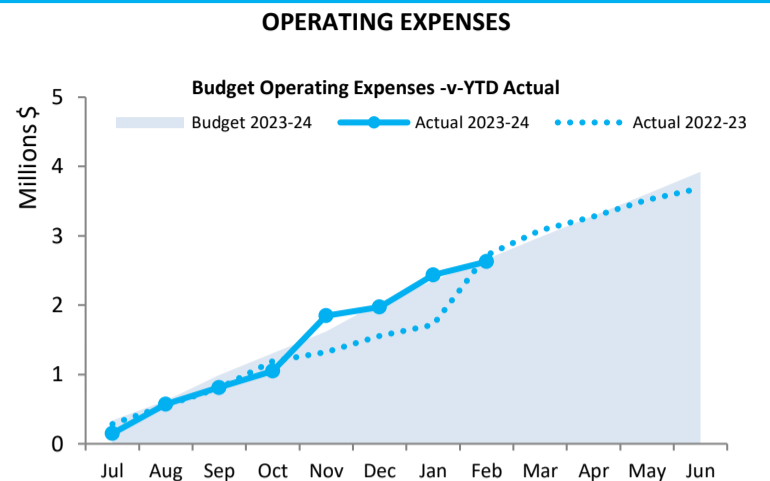
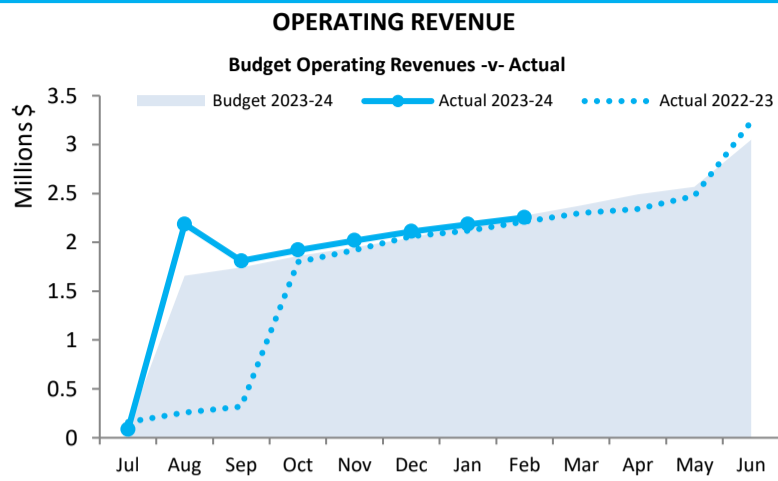
MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) FOR THE PERIOD ENDED 29 FEBRUARY 2024

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

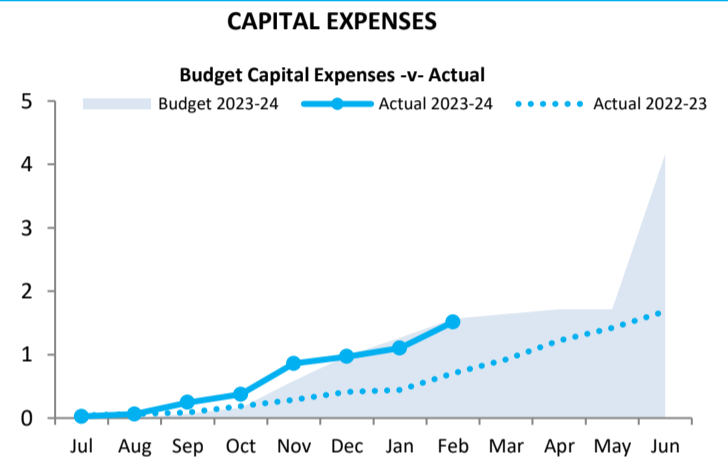
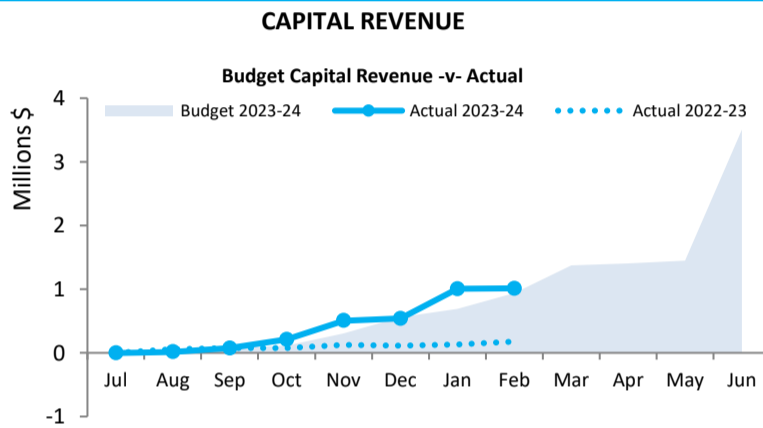
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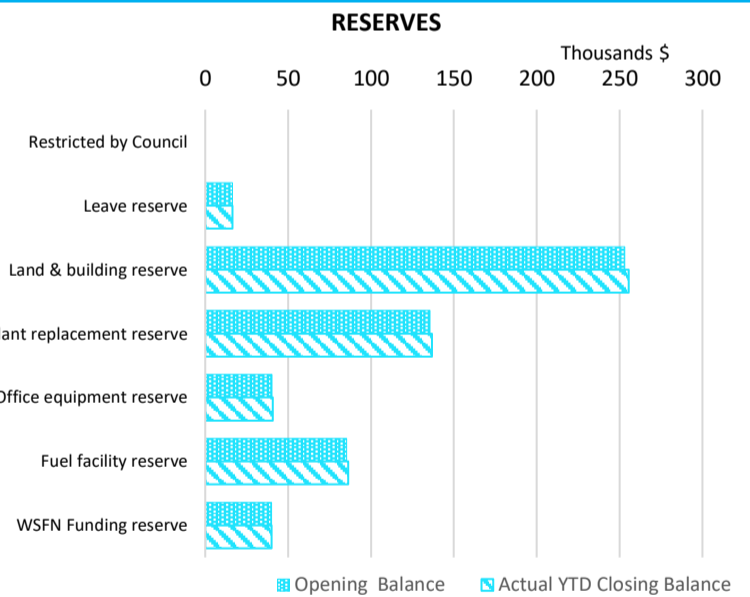
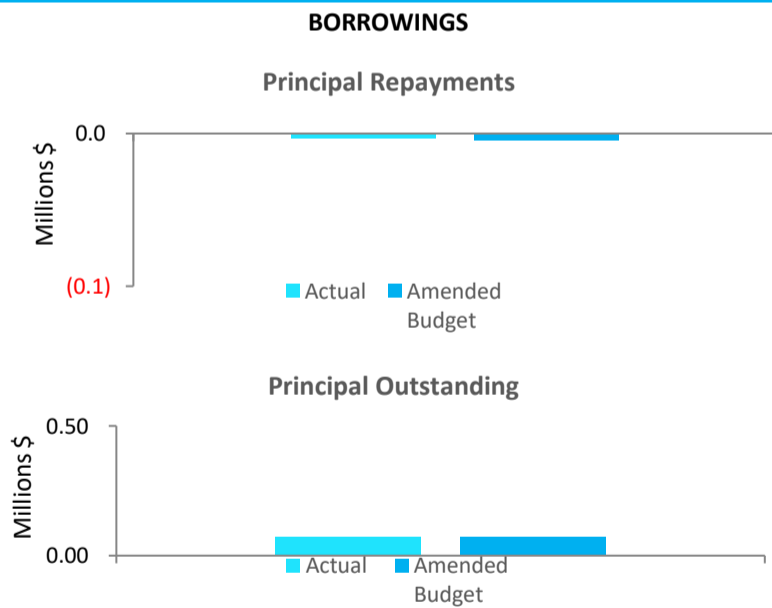
OPERATING ACTIVITIES



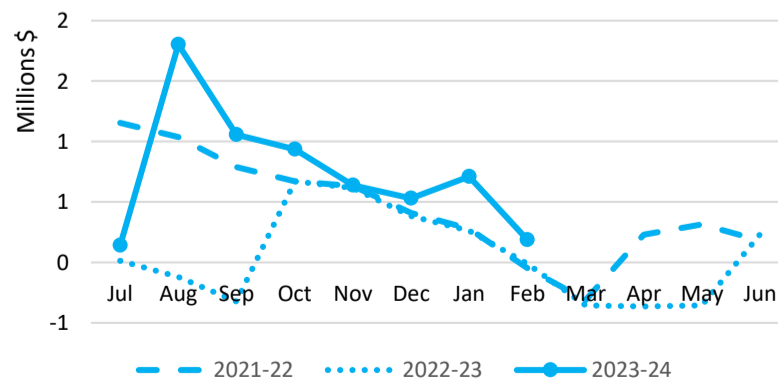
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

BY NATURE

	Ref	Adopted Annual Budget	Amended Annual Budget	YTD Budget	YTD Actual	Variance \$	Variance %	Var.
	Note	(a)	(d)	(b)	(c)	(c) - (b)	((c) - (b))/(b)	▲▼
		\$	\$	\$	\$	\$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		1,463,898	1,463,898	1,463,898	1,460,048	(3,850)	(0.26%)	
Operating grants, subsidies and contributions	11	270,000	334,597	203,117	226,129	23,012	11.33%	▲
Fees and charges		834,770	834,770	558,552	511,875	(46,677)	(8.36%)	
Service charges		0	0	0	0	0	0.00%	
Interest revenue		15,200	15,200	10,128	15,571	5,443	53.75%	
Other revenue		391,121	400,021	37,372	39,962	2,590	6.93%	
Profit on disposal of assets	5	0	0	0	0	0	0.00%	
		<u>2,974,989</u>	<u>3,048,486</u>	<u>2,273,067</u>	<u>2,253,587</u>	<u>(19,480)</u>	<u>(0.86%)</u>	
Expenditure from operating activities								
Employee costs		(1,103,394)	(1,122,179)	(747,768)	(840,603)	(92,835)	(12.41%)	▼
Materials and contracts		(1,242,492)	(1,263,058)	(863,920)	(763,035)	100,885	11.68%	▲
Utility charges		(41,200)	(41,200)	(27,392)	(32,024)	(4,632)	(16.91%)	
Depreciation on non-current assets		(1,047,948)	(1,347,948)	(898,081)	(845,529)	52,552	5.85%	
Finance costs		(3,302)	(11,778)	(7,848)	(6,020)	1,828	23.29%	
Insurance expenses		(104,971)	(104,971)	(99,906)	(101,906)	(2,000)	(2.00%)	
Other expenditure		(32,500)	(32,500)	(16,750)	(38,631)	(21,881)	(130.63%)	▼
Loss on disposal of assets	5	0	0	0	0	0	0.00%	
		<u>(3,575,807)</u>	<u>(3,923,634)</u>	<u>(2,661,665)</u>	<u>(2,627,749)</u>	<u>33,916</u>	<u>(1.27%)</u>	
Non-cash amounts excluded from operating activities	1(a)	1,053,077	1,353,077	903,210	845,688	(57,522)	(6.37%)	
Amount attributable to operating activities		452,259	477,929	514,612	471,526	(43,086)	(8.37%)	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	12	3,535,296	3,454,550	888,944	1,013,490	124,546	14.01%	▲
Proceeds from disposal of assets	5	0	0	0	0	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	7	0	0	0	0	0	0.00%	
		<u>3,535,296</u>	<u>3,454,550</u>	<u>888,944</u>	<u>1,013,490</u>	<u>124,546</u>	<u>14.01%</u>	<u>▲</u>
Outflows from investing activities								
Payments for financial assets at amortised cost - self supporting loans	7	0	0	0	0	0	0.00%	
Payments for inventories, property, plant and equipment and infrastructure	6	(3,855,368)	(3,782,261)	(1,567,995)	(1,509,367)	58,628	3.74%	
		<u>(3,855,368)</u>	<u>(3,782,261)</u>	<u>(1,567,995)</u>	<u>(1,509,367)</u>	<u>58,628</u>	<u>(3.74%)</u>	
		<u>(320,072)</u>	<u>(327,711)</u>	<u>(679,051)</u>	<u>(495,878)</u>	<u>183,173</u>	<u>(26.97%)</u>	
Non-cash amounts excluded from investing activities	1(b)	0	0	0	0	0	0.00%	
Amount attributable to investing activities		(320,072)	(327,711)	(679,051)	(495,878)	183,173	(26.97%)	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	7	0	0	0	0	0	0.00%	
Transfer from reserves	9	0	50,000	50,000	0	(50,000)	(100.00%)	▼
Transfer from Restricted Cash - Other		0	0	0	0	0	0.00%	
		<u>0</u>	<u>50,000</u>	<u>50,000</u>	<u>0</u>	<u>(50,000)</u>	<u>(100.00%)</u>	<u>▼</u>
Outflows from financing activities								
Repayment of borrowings	7	(4,570)	(4,570)	0	(3,006)	(3,006)	0.00%	
Payments for principal portion of lease liabilities	8	0	(29,658)	(19,776)	(14,337)	5,439	27.50%	
Transfer to reserves	9	(373,878)	(373,878)	0	(5,159)	(5,159)	0.00%	
Transfer to Restricted Cash - Other		0	0	0	0	0	0.00%	
		<u>(378,448)</u>	<u>(408,106)</u>	<u>(19,776)</u>	<u>(22,502)</u>	<u>(2,726)</u>	<u>13.79%</u>	
Amount attributable to financing activities		(378,448)	(358,106)	30,224	(22,502)	(52,726)	(174.45%)	▼
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year	1(c)	246,261	232,754	232,754	232,754	0	0.00%	
Amount attributable to operating activities		452,259	477,929	514,612	471,526	(43,086)	(8.37%)	
Amount attributable to investing activities		(320,072)	(327,711)	(679,051)	(495,878)	183,173	(26.97%)	
Amount attributable to financing activities		(378,448)	(358,106)	30,224	(22,502)	(52,726)	(174.45%)	▼
Surplus or deficit at the end of the financial year	1(c)	(0)	24,866	98,539	185,900	87,361	88.66%	▲

KEY INFORMATION

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

Refer to Note 2 for an explanation of the reasons for the variance.

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024

BY PROGRAM

	Note	Adopted Annual Budget	Amended Annual Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	%	▲▼
OPERATING ACTIVITIES								
Revenue from operating activities								
Governance		3,500	3,500	2,328	0	(2,328)	(100.00%)	
General Purpose Funding - Rates	6	1,463,898	1,463,898	1,463,898	1,460,048	(3,850)	(0.26%)	
General Purpose Funding - Other		22,200	52,112	29,742	52,981	23,239	78.13%	▲
Law, Order and Public Safety		46,250	46,250	35,441	47,466	12,025	33.93%	▲
Health		2,500	2,500	2,328	343	(1,985)	(85.25%)	
Education and Welfare		0	0	0	0	0	0.00%	
Housing		38,480	38,480	25,648	25,845	197	0.77%	
Community Amenities		58,500	58,500	38,968	49,975	11,007	28.25%	▲
Recreation and Culture		2,420	2,420	1,600	1,815	215	13.44%	
Transport		116,500	121,200	59,270	71,619	12,349	20.84%	▲
Economic Services		818,120	848,105	568,800	512,989	(55,811)	(9.81%)	
Other Property and Services		402,621	411,521	45,044	30,505	(14,539)	(32.28%)	▼
		2,974,989	3,048,486	2,273,067	2,253,587	(19,480)	(0.86%)	
Expenditure from operating activities								
Governance		(216,291)	(216,291)	(144,824)	(166,452)	(21,628)	(14.93%)	▼
General Purpose Funding		(100,024)	(100,024)	(66,664)	(67,593)	(929)	(1.39%)	
Law, Order and Public Safety		(118,341)	(118,341)	(82,120)	(105,099)	(22,979)	(27.98%)	▼
Health		(18,649)	(18,649)	(12,408)	(11,991)	417	3.36%	
Education and Welfare		(6,234)	(6,234)	(4,136)	(4,515)	(379)	(9.15%)	
Housing		(49,921)	(53,521)	(36,736)	(35,022)	1,714	4.67%	
Community Amenities		(233,767)	(242,767)	(165,406)	(190,209)	(24,803)	(15.00%)	▼
Recreation and Culture		(254,102)	(254,102)	(173,073)	(191,367)	(18,294)	(10.57%)	▼
Transport		(1,585,714)	(1,902,690)	(1,271,924)	(1,151,434)	120,490	9.47%	
Economic Services		(972,474)	(1,002,459)	(672,387)	(677,528)	(5,141)	(0.76%)	
Other Property and Services		(20,290)	(8,556)	(31,987)	(26,538)	5,449	17.03%	
		(3,575,807)	(3,923,634)	(2,661,665)	(2,627,749)	33,916	1.27%	
Non-cash amounts excluded from operating activities	1(a)	1,053,077	1,353,077	903,210	845,688	(57,522)	(6.37%)	
Amount attributable to operating activities		452,259	477,929	514,612	471,526	(43,086)	(8.37%)	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	12	3,535,296	3,454,550	888,944	1,013,490	124,546	14.01%	▲
Proceeds from Disposal of Assets	5	0	0	0	0	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	7	0	0	0	0	0	0.00%	
		3,535,296	3,454,550	888,944	1,013,490	124,546	14.01%	▲
Outflows from investing activities								
Payments for financial assets at amortised cost - self supporting loans	7	0	0	0	0	0	0.00%	
Payments for inventories, property, plant and equipment and infrastructure	6	(3,855,368)	(3,782,261)	(1,567,995)	(1,509,367)	58,628	3.74%	
		(3,855,368)	(3,782,261)	(1,567,995)	(1,509,367)	58,628	3.74%	
Amount attributable to investing activities		(320,072)	(327,711)	(679,051)	(495,878)	183,173	(26.97%)	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from New Debentures	7	0	0	0	0	0	0.00%	
Transfer from Reserves	9	0	50,000	50,000	0	(50,000)	(100.00%)	▼
Transfer from Restricted Cash - Other		0	0	0	0	0	0.00%	
		0	50,000	50,000	0	(50,000)	(100.00%)	▼
Outflows from financing activities								
Payments for principal portion of lease liabilities	8	0	(29,658)	(19,776)	(14,337)	5,439	27.50%	
Repayment of Debentures	7	(4,570)	(4,570)	0	(3,006)	(3,006)	0.00%	
Transfer to Reserves	9	(373,878)	(373,878)	0	(5,159)	(5,159)	0.00%	
Transfer to Restricted Cash - Other		0	0	0	0	0	0.00%	
		(378,448)	(408,106)	(19,776)	(22,502)	(2,726)	(13.79%)	
Amount attributable to financing activities		(378,448)	(358,106)	30,224	(22,502)	(52,726)	(174.45%)	▼
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year	1	246,261	232,754	232,754	232,754	0	0.00%	
Amount attributable to operating activities		452,259	477,929	514,612	471,526	(43,086)	(8.37%)	
Amount attributable to investing activities		(320,072)	(327,711)	(679,051)	(495,878)	183,173	(26.97%)	
Amount attributable to financing activities		(378,448)	(358,106)	30,224	(22,502)	(52,726)	(174.45%)	▼
Surplus or deficit at the end of the financial year	1	(0)	24,866	98,539	185,900	87,361	88.66%	▲

KEY INFORMATION

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

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

The material variance adopted by Council for the 2022/23 year is \$10,000 and 10%.

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

SHIRE OF WANDERING
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 29 FEBRUARY 2024

	30 June 2023	29 February 2024
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	1,336,298	1,482,729
Trade and other receivables	256,682	214,997
Inventories	35,951	52,904
Other assets	17,897	385
TOTAL CURRENT ASSETS	1,646,829	1,751,015
NON-CURRENT ASSETS		
Trade and other receivables	7,911	7,911
Other financial assets	20,372	20,372
Inventories	166,300	169,253
Property, plant and equipment	7,396,366	7,474,349
Infrastructure	87,514,167	88,112,056
Right-of-use assets	0	207,380
TOTAL NON-CURRENT ASSETS	95,105,116	95,991,322
TOTAL ASSETS	96,751,945	97,742,337
CURRENT LIABILITIES		
Trade and other payables	292,870	115,454
Other liabilities	425,101	748,557
Lease liabilities	0	29,659
Borrowings	4,570	1,564
Employee related provisions	141,662	141,662
TOTAL CURRENT LIABILITIES	864,203	1,036,896
NON-CURRENT LIABILITIES		
Lease liabilities	0	178,371
Borrowings	70,972	70,972
Employee related provisions	34,659	34,659
TOTAL NON-CURRENT LIABILITIES	105,631	284,002
TOTAL LIABILITIES	969,834	1,320,898
NET ASSETS	95,782,111	96,421,439
EQUITY		
Retained surplus	21,127,881	21,762,049
Reserve accounts	570,806	575,965
Revaluation surplus	74,083,424	74,083,424
TOTAL EQUITY	95,782,111	96,421,439

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

(a) Non-cash items excluded from operating activities

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

	Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Forecast 30 June 2024 Closing
Non-cash items excluded from operating activities					
		\$	\$	\$	
Adjustments to operating activities					
Less: Movement in liabilities associated with restricted cash		5,129	5,129	159	159
Add: Depreciation on assets		1,047,948	898,081	845,529	995,396
Total non-cash items excluded from operating activities		1,053,077	903,210	845,688	995,555

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

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

		Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 29 February 2024
Adjustments to net current assets				
Less: Reserves - restricted cash	9	(570,806)	(570,806)	(575,965)
Add: Borrowings	7	0	4,570	1,564
Add: Lease liabilities	8	0	0	29,659
Add: Current portion of employee benefit provisions held in reserve		16,365	16,365	16,524
Total adjustments to net current assets		(554,441)	(549,872)	(528,219)

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

Current assets				
Cash and cash equivalents	3	1,336,298	1,336,298	1,482,729
Rates receivables	4	44,780	43,483	117,116
Receivables	4	176,014	213,199	97,881
Other current assets	5	35,951	53,849	53,289
Less: Current liabilities				
Payables	6	(279,329)	(292,870)	(115,454)
Borrowings	7	0	(4,570)	(1,564)
Contract and Capital Grant/Contribution liabilities	10	(425,512)	(425,101)	(748,557)
Lease liabilities	8	0	0	(29,659)
Provisions	10	(87,500)	(141,662)	(141,662)
Less: Total adjustments to net current assets	1(b)	(554,441)	(549,872)	(528,219)
Closing funding surplus / (deficit)		246,261	232,754	185,900

CURRENT AND NON-CURRENT CLASSIFICATION

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 29 FEBRUARY 2024

NOTE 1

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

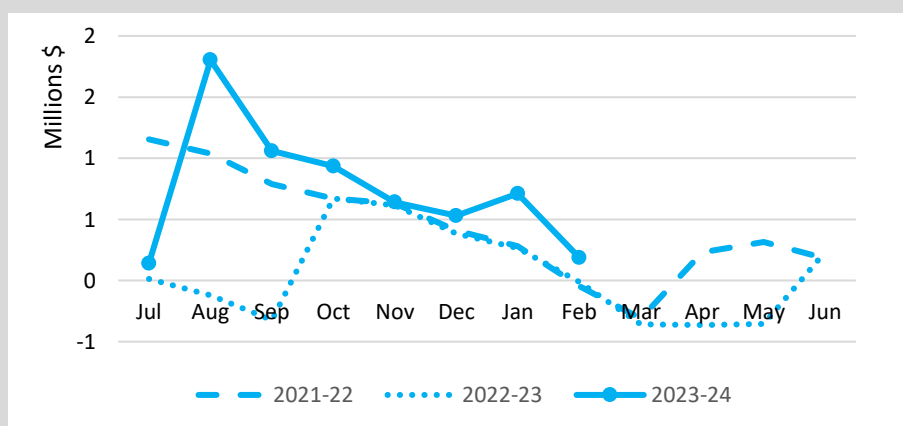
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2023	This Time Last Year 28/02/2023	Year to Date Actual 29/02/2024
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	765,492	667,679	906,763
Cash Restricted - Reserves	3	570,806	537,106	575,965
Cash Restricted - Bonds & Deposits	3	0	0	0
Receivables - Rates	4	43,483	160,680	117,116
Receivables - Other	4	213,199	96,675	97,881
Other Assets Other Than Inventories	5	17,897	0	385
Inventories	5	35,951	22,738	52,904
		1,646,829	1,484,879	1,751,015
Less: Current Liabilities				
Payables	6	(283,675)	(240,342)	(108,064)
Contract and Capital Grant/Contribution Liabilities	10	(425,101)	(634,575)	(748,557)
Bonds & Deposits	6	(9,195)	(9,875)	(7,390)
Loan Liability	7	(4,570)	0	(1,564)
Lease Liability	8	0	0	(29,659)
Provisions	10	(141,662)	(87,501)	(141,662)
		(864,203)	(972,292)	(1,036,896)
Less: Cash Reserves	9	(570,806)	(537,106)	(575,965)
Add Back: Component of Leave Liability not Required to be funded		16,365	11,329	16,524
Add Back: Loan Liability		4,570	0	1,564
Add Back: Lease Liability		0	0	29,659
Less : Loan Receivable - clubs/institutions		0	0	0
Less : Trust Transactions Within Muni		0	0	0
Net Current Funding Position		232,754	(13,191)	185,900

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



This Year YTD
Surplus(Deficit)
\$.19 M

Last Year YTD
Surplus(Deficit)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

**NOTE 2
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
	\$	%				
Revenue from operating activities						
Operating grants, subsidies and contributions	23,012	11.33%	▲	Positive variance due in part to the receipt of the MRWA Grant prior to budget phasing.	Positive variance due in part to the receipt of the Financial Assistance Grants in excess of budget.	
Expenditure from operating activities						
Employee costs	(92,835)	(12.41%)	▼		Actual Public Work Overhead recoveries less than budget. Various works program labour components ahead of budget.	
Materials and contracts	100,885	11.68%	▲	Actual Plant Operating Cost Recoveries ahead of budget.		
Other expenditure	(21,881)	(130.63%)	▼			Various other expenditure expenses have been come in higher than budgeted amount.
Investing activities						
Proceeds from capital grants, subsidies and contributions	124,546	14.01%	▲	Budget Allocations for completed projects which are grant related in this FY are ahead of actuals.		
Financing activities						
Transfer from reserves	(50,000)	(100.00%)	▼		Reserve transfer budgeted to happen at year end.	
Surplus or deficit at the end of the financial year	87,361	88.66%	▲	Budget phasing behind actuals.		

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024

OPERATING ACTIVITIES
NOTE 4
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
GRV Residential	0.140620	51	577,616	81,224	0	0	81,224	81,224	221	15	81,461
GRV Special Use	0.150750	3	137,893	20,787	0	0	20,787	20,787	0	0	20,787
GRV Rural Residential	0.115620	53	723,850	83,692	0	0	83,692	83,692	0	0	83,692
GRV Industrial	0.115620	2	35,360	4,088	0	0	4,088	4,088	0	0	4,088
Unimproved value											
UV Rural, Rural Residential and Mining Tenements	0.005370	131	202,259,000	1,086,131	0	0	1,086,131	1,086,131	0	0	1,086,131
Non Rateable											
Non Rateable	0.00000	32	17,365	0	0	0	0	0	0	0	0
Sub-Total		272	203,751,084	1,275,922	0	0	1,275,922	1,275,922	221	15	1,276,159
Minimum payment	Minimum \$										
Gross rental value											
GRV Residential	1,312	29	76,792	38,048	0	0	38,048	38,048	0	0	38,048
GRV Special Use	1,312	1	4,160	1,312	0	0	1,312	1,312	0	0	1,312
GRV Rural Residential	1,312	47	232,564	61,664	0	0	61,664	61,664	0	0	61,664
GRV Industrial	1,312	2	0	2,624	0	0	2,624	2,624	0	0	2,624
UV Rural, Rural Residential and Mining Tenements	1,312	94	12,920,836	123,328	0	0	123,328	123,328	382	600	124,310
Sub-total		173	13,234,352	226,976	0	0	226,976	226,976	382	600	227,958
		445	216,985,436	1,502,898	0	0	1,502,898	1,502,898	603	615	1,504,116
Discount							(43,000)				(47,808)
Amount from general rates							1,459,898				1,456,309
Rates Written Off		0	0	0	0	0	0	0	0	0	(227)
Ex-gratia rates		0	0	0	0	0	4,000	3,967	0	0	3,967
Total general rates							1,463,898				1,460,048

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2021 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$

The Shire has no assets budgeted for disposal in 2023/24.

Capital acquisitions	Adopted Budget	YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$
Land held for resale - cost	0	0	2,953	2,953
Buildings	490,380	172,200	178,882	6,682
Furniture and equipment	7,000	7,000	358	(6,642)
Plant and equipment	55,000	105,000	98,876	(6,124)
Infrastructure - roads	3,239,740	1,233,205	1,214,907	(18,298)
Infrastructure - footpaths	63,248	50,590	13,391	(37,199)
Payments for Capital Acquisitions	3,855,368	1,567,995	1,509,367	(58,628)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	3,535,296	888,944	1,013,490	124,546
Lease liabilities	0	222,367	222,367	0
Contribution - operations	266,072	456,684	273,510	(183,173)
Capital funding total	3,855,368	1,567,995	1,509,367	(58,628)

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

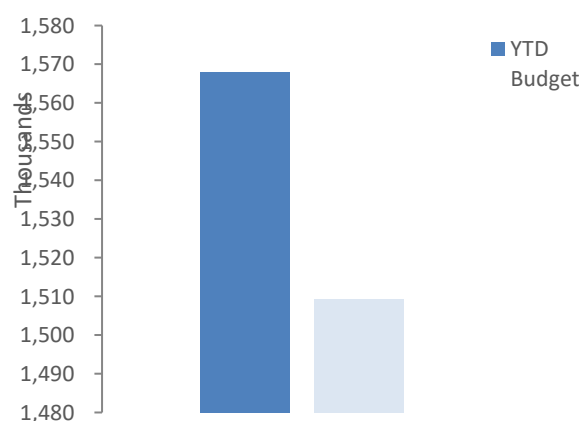
Initial recognition and measurement for assets held at cost

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

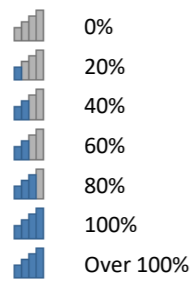
Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

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

Payments for Capital Acquisitions



Capital expenditure total
Level of completion indicators



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

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

Account Number	Job Number	Balance Sheet Category	Account/Job Description	Adopted		YTD Actual	Variance (Under)/Over
				Budget	YTD Budget		
				\$	\$	\$	\$
Land Held for Resale							
Other Property & Services							
E14761		511	Land Held for Resale - Industrial Estate & Lot 801	0	0	(2,953)	(2,953)
Total - Other Property & Services				0	0	(2,953)	(2,953)
Total - Land Held for Resale				0	0	(2,953)	(2,953)
Buildings							
Law, Order & Public Safety							
E05111		521	Fire Station - New Toilet and Change Room	0	(10,300)	(12,753)	(2,453)
Total - Law, Order & Public Safety				0	(10,300)	(12,753)	(2,453)
Recreation And Culture							
E11383	WCC231	521	Wandering Community Centre Construction - Water Tanks DWER	0	(11,900)	(12,010)	(110)
E11383	WCC233	521	Wandering Community Centre Construction - New Veranda Grant	(150,000)	(150,000)	(124,674)	25,326
E11383	WCC234	521	Wandering Community Centre Upgrade - Ktichen Upgrade Grant I	(340,380)	0	(29,445)	(29,445)
Total - Recreation And Culture				(490,380)	(161,900)	(166,129)	(4,229)
Total - Buildings				(490,380)	(172,200)	(178,882)	(6,681)
Plant & Equipment							
Transport							
E12360		525	Purchase Plant & Equipment	(55,000)	(105,000)	(98,876)	6,124
Total - Transport				(55,000)	(105,000)	(98,876)	6,124
Total - Plant & Equipment				(55,000)	(105,000)	(98,876)	6,124
Furniture & Equipment							
Governance							
E04116		523	Purchase Furniture & Equipment	(7,000)	(7,000)	0	7,000
Total - Governance				(7,000)	(7,000)	0	7,000
Other Property & Services							
E14560		523	Purchase Furniture & Equipment	0	0	(358)	(358)
Total - Other Property & Services				0	0	(358)	(358)
Total - Furniture & Equipment				(7,000)	(7,000)	(358)	6,642
Infrastructure - Roads							
Transport							
E12101	RRSP241	541	Bridge Upgrade Culverts (0425)	(582,000)	0	0	0
E12102	RRG233	541	RRG - Kubbine Road - Gravel Resheeting - SLK 0.0 -6.16	0	0	(26,830)	(26,830)
E12102	RRG241	541	York Williams Road- SLK21.75-26.71 Bitumen Seal	(860,505)	(774,557)	(800,310)	(25,753)
E12103	R2R232	541	R2R - Wandering Pingelly Road , Bridge 0424A over Biberkine Bro	(234,551)	(18,117)	0	18,117
E12103	R2R234	541	R2R-Kubbine Road - Gravel Resheet	0	(18,091)	(18,091)	(0)
E12103	R2R241	541	Drainage Repairs down hill Wandoo Crescent	(43,376)	(49,872)	(51,774)	(1,902)
E12103	R2R242	541	Bridge Repairs	(61,734)	(26,384)	(18,600)	7,784
E12104	BS241	541	York Williams Road -Intersection Seal on north Approach SLK 8.75	(169,323)	(164,084)	(91,679)	72,405
E12105	WSFN231	541	North Bannister Wandering - Rd SLK 9.1 -22.0 - project developm	(29,948)	(23,955)	(51,280)	(27,325)
E12105	WSFN232	541	Wandering Narrogin Rd SLK 2.35 - 6.15 - project development fun	(8,656)	(6,926)	0	6,926
E12105	WSFN233	541	Wandering Pingelly Rd SLK 3.90 - 19.10 - project development fur	(72,767)	(56,219)	(56,739)	(520)
E12105	WSFN241	541	North Bannister Wandering Road-Upgrade and Overlay Pavement	(1,101,343)	(95,000)	(99,605)	(4,605)
E12105	WSFN242	541	WSFN North Bannister Wandering Road - Replace and Upgrade Ci	(75,537)	0	0	0
Total - Transport				(3,239,740)	(1,233,205)	(1,214,907)	18,298
Total - Infrastructure - Roads				(3,239,740)	(1,233,205)	(1,214,907)	18,298
Infrastructure - Footpaths							
Transport							
E12140	BN01	543	Bike Network-Gnowing Street 185m new Path	(63,248)	(50,590)	(13,391)	37,199
Total - Transport				(63,248)	(50,590)	(13,391)	37,199
Total - Infrastructure - Footpaths				(63,248)	(50,590)	(13,391)	37,199
Grand Total				(3,855,368)	(1,567,995)	(1,509,367)	58,628

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2023	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Community amenities														
Industrial Estate Development	1	75,542	0	0	0	(3,006)	(4,570)	(4,570)	72,536	70,972	70,972	(1,714)	(3,302)	(3,302)
Total		75,542	0	0	0	(3,006)	(4,570)	(4,570)	72,536	70,972	70,972	(1,714)	(3,302)	(3,302)
Current borrowings		4,570							1,564					
Non-current borrowings		70,972							70,972					
		75,542							72,536					

All debenture repayments were financed by general purpose revenue.

The Shire has no unspent debenture funds as at 30th June 2023, nor is it expected to have unspent funds as at 30th June 2024.

KEY INFORMATION

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

**FINANCING ACTIVITIES
NOTE 8
LEASE LIABILITIES**

Movement in carrying amounts

Information on leases			New Leases			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2023	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transport														
JCB Excavator	1	0	222,367	0	0	(14,337)	0	(29,658)	208,030	0	(29,658)	(4,306)	0	(8,476)
Total		0	222,367	0	0	(14,337)	0	(29,658)	208,030	0	(29,658)	(4,306)	0	(8,476)
Current lease liabilities		0							29,659					
Non-current lease liabilities		0							178,371					
		0							208,030					

All lease repayments were financed by general purpose revenue.

The Shire does not have any lease liabilities to report.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

**OPERATING ACTIVITIES
NOTE 9
RESERVE ACCOUNTS**

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council									
Leave reserve	16,364.70	129.00	159.07	5,000.00	0.00	0.00	0.00	21,493.70	16,523.77
Land & building reserve	253,164.86	1,996.00	2,460.49	0.00	0.00	0.00	0.00	255,160.86	255,625.35
Plant replacement reserve	135,588.37	1,069.00	1,317.82	348,378.00	0.00	(50,000.00)	0.00	435,035.37	136,906.19
Office equipment reserve	40,335.67	318.00	392.04	0.00	0.00	0.00	0.00	40,653.67	40,727.71
Fuel facility reserve	85,352.65	673.00	829.57	16,000.00	0.00	0.00	0.00	102,025.65	86,182.22
WSFN Funding reserve	40,000.00	315.00	0.00	0.00	0.00	0.00	0.00	40,315.00	40,000.00
	570,806.25	4,500.00	5,158.99	369,378.00	0.00	(50,000.00)	0.00	894,684.25	575,965.24

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 29 FEBRUARY 2024**

**NOTE 10
BUDGET AMENDMENTS**

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

GL/JOB Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
Budget adoption							0
			Opening Surplus(Deficit)			(13,507)	(13,507)
							(13,507)
							(13,507)
							(13,507)
E12360	Purchase Plant & Equipment	0810.23	Capital Expenses			(50,000)	(63,507)
R03293	Transfer from Reserves (General)	0810.23	Capital Revenue		50,000		(13,507)
R03201	Grants Commission - General	120224	Operating Revenue		15,510		2,003
R03202	Grants Commission - Roads	120224	Operating Revenue		14,402		16,405
R13420	CRC - Trainee Grants	120224	Operating Revenue		18,785		35,190
R12204	Grant Income - MRWA Direct	120224	Operating Revenue		4,700		39,890
R14590	Admin - Other Income	120224	Operating Revenue		8,900		48,790
R13430	CRC - Operating Grants Income	120224	Operating Revenue		11,200		59,990
R12202/BSI231	BS - Moramocking Rd - Fuller Rd Intersection - Income	120224	Operating Revenue		8,500		68,490
R05105/ESLI02	ESL BFB - Fire Station Toilet & Change Room Grant Income	120224	Operating Revenue		16,950		85,440
R11104/DWERI01	DWER Wandering Community Centre Construction Income	120224	Operating Revenue		28,700		114,140
R12201/R2RI241	R2R - O'Connell Road Drainage - Income	120224	Operating Revenue		3,412		117,552
R12211/WSFNI241	WSFN - North Bannister Wandering Road - Income	120224	Operating Revenue			(138,308)	(20,756)
E14561	Minor Assets Expensed	120224	Operating Expenses			(8,900)	(29,656)
E09103	Maintenance Expenses - 14 Down Street	120224	Operating Expenses			(3,600)	(33,256)
E10701	Public Conveniences Expenses - Watts Street	120224	Operating Expenses			(9,000)	(42,256)
E12200/0000MNT	General Rural Road Maintenance	120224	Operating Expenses			(8,500)	(50,756)
E12298	Depreciation	120224	Operating Expenses			(300,000)	(350,756)
E12298	Depreciation Added Back	120224	Non Cash Item		300,000		(50,756)
E13416	CRC - Furniture & Equipment Expenses	120224	Operating Expenses			(11,200)	(61,956)
E13401	CRC - Salaries Expenses	120224	Operating Expenses			(17,000)	(78,956)
E13402	CRC - Superannuation Expenses	120224	Operating Expenses			(1,785)	(80,741)
E14506	Admin - Building Expenses	120224	Operating Expenses			(17,500)	(98,241)
E14304	Plant - Parts & Repairs Expenses	120224	Operating Expenses		38,134		(60,107)
E12321	Lease #1 Interest Expense - JCB Excavator	120224	Operating Expenses			(8,476)	(68,583)
E12363	Lease #1 Principal Repayment - JCB Excavator	120224	Capital Expenses			(29,658)	(98,241)
E05111	Fire Station - New Toilet and Change Room	120224	Capital Expenses			(10,300)	(108,541)
E11383/WCC231	Wandering Community Centre Construction - Water Tanks DWER Funded	120224	Capital Expenses			(11,900)	(120,441)
E12103/R2R241	Drainage Repairs down hill Wandoo Crescent	120224	Capital Expenses			(6,496)	(126,937)
E12103/R2R234	R2R-Kubbine Road - Gravel Resheet	120224	Capital Expenses			(18,091)	(145,028)
E12103/R2R242	Bridge Repairs	120224	Capital Expenses		21,175		(123,853)
E12101/RRSP241	Bridge Upgrade Culverts (0425)	120224	Capital Expenses		582,000		458,147
E12103/R2R232	R2R - Wandering Pingelly Road , Bridge 0424A over Biberkine Brook	120224	Capital Expenses			(582,000)	(123,853)
E12105/WSFN241	North Bannister Wandering Road-Upgrade and Overlay Pavement SLK9.10 to SLK13.37	120224	Capital Expenses		73,182		(50,671)
E12105/WSFN242	WSFN North Bannister Wandering Road - Replace and Upgrade Culvert @ slk9.56 - Pre-construction	120224	Capital Expenses		75,537		24,866
				0	1,271,087	(1,246,221)	24,866

13.2 Accounts for Payment February 2024

File Reference:	N/A
Location:	N/A
Applicant:	N/A
Author:	Alan Hart – Chief Executive Officer
Authorising Officer	Alan Hart – Chief Executive Officer
Date:	
Disclosure of Interest:	N/A
Attachments:	Payment Listing and Credit Card Statement February 2024
Previous Reference:	Nil

Summary:

Council to note payments of accounts as presented.

Background:

The schedule of accounts is included as an attachment for Council information.

Comment:

If you have any questions regarding payments in the listing please contact the office prior to the Council meeting.

Consultation:

There has been no consultation.

Statutory Environment:

Section 12 of the *Local Government (Financial Management) Regulations 1996* states that

- 12 (1) A list of creditors is to be compiled for each month showing –
- (a) The payee’s name;
 - (b) The amount of the payment;
 - (c) Sufficient information to identify to transaction; and
 - (d) The date of the meeting of the council to which the list is to be presented.

Policy Implications:

There are no policy implications.

Financial Implications:

There are no financial implications.

Strategic Implications:

Improve Our Financial Position

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	<ul style="list-style-type: none"> • Improve accountability and transparency • Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs • Prudently manage our financial resources to ensure value for money • Reduce reliance on operational grants

Sustainability Implications:

- Environmental: There are no known significant environmental considerations.
- Economic: There are no known significant economic considerations.
- Social: There are no known significant social considerations.

Risk Implications:

Nil.

Voting Requirements:

Simple Majority

Shire of Wandering

Certificate of Expenditure – 29 February 2024

This Schedule of Accounts to be passed for payment covering:

Payment Method	Cheque/EFT/DD Number	Amount
Municipal Fund:		
Electronic Funds Transfers		\$505,985.60
Direct Debits		\$ 26,315.65
Cheques	-	
	TOTAL	\$532,301.25

to the Municipal and Trust Accounts, totalling \$532,301.25 which were submitted to each member of the Council on 21 March 2024, have been checked and fully supported by vouchers and invoices which are submitted herewith, have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings.

Alan Hart
Chief Executive Officer

Officer Recommendation:

That in accordance with section 13 of the Financial Management Regulations of the *Local Government Act 1995* and in accordance with delegation, payment of Municipal Fund vouchers, Licensing, Salaries and Wages and EFT Transfers, Direct Debit totalling \$532,301.25 (attached) be noted as approved for payment and credit card statement be noted.

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT8956	08/02/2024	AMD Audit & Assurance	Audit Fees	-	3,025.00
INV-1705	05/12/2023	AMD Audit & Assurance	Audit of Grant Funded Projects LRCIP FY2023	3,025.00	
EFT8957	08/02/2024	Alana Karen Rosenthal	Collective Sales	-	298.80
183	04/02/2024	Alana Karen Rosenthal	Collective Sales	298.80	
EFT8958	08/02/2024	Alison Leggo	Australia Day Photography	-	700.00
INV0002	26/01/2024	Alison Leggo	Australia Day Photography	700.00	
EFT8959	08/02/2024	Australian Taxation Office	BAS January 2024	-	24,420.00
JANUARY2024	31/01/2024	Australian Taxation Office	BAS January 2024	24,420.00	
EFT8960	08/02/2024	BOC	Container Rental	-	32.77
5006283860	29/01/2024	BOC	Container Service, Oxygen, Acetylene, Argoshield, Medical Oxygen	32.77	
EFT8961	08/02/2024	Bob Waddell & Associates	Financial Assistance	-	701.25
3709	21/01/2024	Bob Waddell & Associates	Accounting Services provided to the Shire of Wandering	701.25	
EFT8962	08/02/2024	Boddington Hardware & Newsagency	Harware Supplies	-	1,243.90
824318	02/01/2024	Boddington Hardware & Newsagency	Boddington Hardware Monthly Expenditure	15.90	
827173	25/01/2024	Boddington Hardware & Newsagency	Boddington Hardware Monthly Expenditure	16.00	
102000236	02/02/2024	Boddington Hardware & Newsagency	Boddington Hardware Monthly Expenditure	56.00	
103000035	05/02/2024	Boddington Hardware & Newsagency	Chemicals	1,156.00	
EFT8963	08/02/2024	Boral Construction Materials	York Williams Road Seal	-	218,067.70
AWWPS00407-001	25/01/2024	Boral Construction Materials	Prime & 14mm primer seal on the York williams Road 35,000sqm,	218,067.70	
EFT8964	08/02/2024	Bout Time Mechanical	Plant Repairs	-	2,610.69
INV-0333	22/12/2023	Bout Time Mechanical	Replace broken hose on Foamer	338.09	
INV-0336	29/01/2024	Bout Time Mechanical	Fitt new brakes to side tipper	2,272.60	
EFT8965	08/02/2024	Bunnings Trade	Graffiti Removal	-	396.56
2432/01579893	18/01/2024	Bunnings Trade	Paint for Pumphrey's Public Toilets (to cover graffiti) possible insurance claim	396.56	
EFT8966	08/02/2024	City of Kalamunda	Building services	-	881.10
35553	20/12/2023	City of Kalamunda	Building services July to December 2023	881.10	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT8967	08/02/2024	Focus Networks	IT Support	-	2,224.67
INV-8644	29/11/2023	Focus Networks	Review current security groups and implement new security structure on network folders	-	0.63
MPSD-13761	05/02/2024	Focus Networks	Managed Computer /Server Services and Support-Rates Services, Managed Computer /Server Services and Support-CRC, Managed Computer /Server Services and Support-Works Admin, Managed Computer /Server Services and Support-General Administration	2,225.30	
EFT8968	08/02/2024	Grounds for a Rest	Australia Day	-	1,320.50
ADG4711709	31/01/2024	Grounds for a Rest	Australia Day Refreshments	1,320.50	
EFT8969	08/02/2024	JBM Freight Pty Ltd	Freight	-	209.00
1285	01/12/2023	JBM Freight Pty Ltd	Collect Outdoor setting from Segal for Cabins at Wandering Caravan Park, Collect Office Furniture from McLernons for TSAO desk	154.00	
1272	13/12/2023	JBM Freight Pty Ltd	Collect Office Furniture from McLernons for TSAO desk	55.00	
EFT8970	08/02/2024	Mandurah Safety & Training Services	Staff Training	-	5,613.39
00057787	15/01/2024	Mandurah Safety & Training Services	4 day Dogging course for 3 employees	5,613.39	
EFT8971	08/02/2024	Phil Watts Bulldozing	Plant Hire	-	5,775.00
0034	16/01/2024	Phil Watts Bulldozing	Use of Bulldozer for fire out at Mission Road	5,775.00	
EFT8973	08/02/2024	Pingelly Quality Meat	Australia Day	-	690.00
6	26/01/2024	Pingelly Quality Meat	Australia Day Meat	690.00	
EFT8974	08/02/2024	RingCentral	Phone system	-	662.00
CD_000749632	06/02/2024	RingCentral	Phone system Administration, Phone system Harvest Ban Line, Phone system Council Chambers, Phone system Engineering and Works, Phone system CRC	662.00	
EFT8975	08/02/2024	Sherrin Rentals	Plant Hire	-	5,464.80
5200467	31/01/2024	Sherrin Rentals	HIRE-15 TONNE SMOOTH DRUM ROLLER FOR AROUND 18 DAYS	5,464.80	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT8976	08/02/2024	Shire of Wandering Christmas Club	Payroll deductions	-	130.00
DEDUCTION	30/01/2024	Shire of Wandering Christmas Club	Payroll Deductions	130.00	
EFT8977	08/02/2024	Shire of Wandering Staff Lotto	Payroll deductions	-	75.00
DEDUCTION	30/01/2024	Shire of Wandering Staff Lotto	Payroll Deductions	75.00	
EFT8978	08/02/2024	Stabilised Pavements of Australia	York Williams Road	-	90,055.90
WA-0001064	31/01/2024	Stabilised Pavements of Australia	Wetmng Stabilisation York Williams Road	90,055.90	
EFT8979	08/02/2024	Startrack Express	Freight	-	77.33
2000181682	18/01/2024	Startrack Express	Freight - library books	77.33	
EFT8980	08/02/2024	Uniforms At Work Australia Pty LTd	Councillor Uniforms	-	430.99
15000176	18/01/2024	Uniforms At Work Australia Pty LTd	Councillor Shirts and Postage	430.99	
EFT8981	08/02/2024	WA Contract Ranger Services	Contract Ranger Service	-	627.00
00005280	28/01/2024	WA Contract Ranger Services	Contract Ranger Service, Labour & travel	627.00	
EFT8982	08/02/2024	WA Reticulation Supplies	Reticulation supplies	-	144.80
O3088	11/12/2023	WA Reticulation Supplies	Various reticulation supplies	144.80	
EFT8983	08/02/2024	WALGA	Staff Training	-	1,089.00
SI-008991	29/01/2024	WALGA	HR Toolkit for Managers	1,089.00	
EFT8984	08/02/2024	WD Auto Repairs	Plant Repairs	-	275.66
00001540	22/01/2024	WD Auto Repairs	New Battery for Excavator	275.66	
EFT8985	08/02/2024	Wandering Camp Out Weekend	Items Sold - Wandering Collective	-	8.00
INV-0037	06/02/2024	Wandering Camp Out Weekend	Items Sold,	8.00	
EFT8986	08/02/2024	Wandering Seamstress	Items Sold - Wandering Collective	-	140.00
60	07/02/2024	Wandering Seamstress	Tea towels and wash bags	140.00	
EFT8987	08/02/2024	Wandering Smash Repairs	Payroll deductions	-	600.00
DEDUCTION	30/01/2024	Wandering Smash Repairs	Payroll Deduction	600.00	
EFT8988	08/02/2024	Warbys Transport Pty LTd	Plant Hire	-	1,270.50
0307	18/12/2023	Warbys Transport Pty LTd	Hire of truck and side tipper	1,270.50	
EFT8989	08/02/2024	Western Australian Treasury Corporation	Loan Guarantee Fee on Loan 10	-	263.94
QTR DEC 2023	23/01/2023	Western Australian Treasury Corporation	Loan Guarantee Fee on Loan 10	263.94	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT8990	08/02/2024	Focus Networks	IT Support	-	0.86
INV-8644A	29/11/2023	Focus Networks	Review current security groups and implement new security structure on network folders	0.86	
DD090224.1	09/02/2024	De Lage Landen Pty Ltd	JCB Lease	-	4,660.94
FEB24	09/02/2024	De Lage Landen Pty Ltd	Leasing Costs JCB	4,660.94	
EFT8991	16/02/2024	Great Southern Fuel Supplies	Fuel Purchases	-	1,315.03
31082023	01/01/2024	Great Southern Fuel Supplies	WD.001 - Aug 2022	136.81	
30062023	01/01/2024	Great Southern Fuel Supplies	WD.001 WD.001 - June Fuel 2023	295.57	
31102023	01/01/2024	Great Southern Fuel Supplies	WD.001 WD.001 - October Fuel 2023	566.01	
31012024	31/01/2024	Great Southern Fuel Supplies	WD.001 - Jan 2024	316.64	
EFT8992	16/02/2024	Katanning Department of Primary Industries & Regional Development	Wandering Area Maps	-	225.76
8479186	01/01/2024	Katanning Department of Primary Industries & Regional Development	2 x Wandering Area map - updated 2023	225.76	
EFT8993	16/02/2024	Pingelly Tyre Service	Plant Repairs	-	250.91
10431	09/02/2024	Pingelly Tyre Service	Hydraulic hose fix	136.14	
10433	09/02/2024	Pingelly Tyre Service	Hydraulic hose fix	114.77	
EFT8994	16/02/2024	Shire of Wandering Christmas Club	Payroll deductions	-	130.00
DEDUCTION	13/02/2024	Shire of Wandering Christmas Club	Payroll Deductions	130.00	
EFT8995	16/02/2024	Shire of Wandering Staff Lotto	Payroll deductions	-	75.00
DEDUCTION	13/02/2024	Shire of Wandering Staff Lotto	Payroll Deductions	75.00	
EFT8996	16/02/2024	Wandering Community Fox Hunt	Donation for Wandering Community Fox Hunt	-	300.00
12022024	12/02/2024	Wandering Community Fox Hunt	Donation for Wandering Community Fox Hunt	300.00	
EFT8997	16/02/2024	Wandering HVAC	Building Maintenance	-	1,109.43
4158	09/02/2024	Wandering HVAC	replace data points and power sockets in foyer of community centre	1,109.43	
EFT8998	16/02/2024	Wandering Smash Repairs	Payroll deductions	-	600.00
DEDUCTION	13/02/2024	Wandering Smash Repairs	Payroll Deductions	600.00	
EFT8999	16/02/2024	Wandering Tavern	Various Purchases	-	500.50
51	13/02/2024	Wandering Tavern	gas bottles for Shire of Wandering	320.50	
50	13/02/2024	Wandering Tavern	Catering for meeting held - Feb 2024	180.00	
EFT210224	21/02/2024	Bankwest	Credit Card	-	4,763.09
Per7	21/02/2024	Bankwest	Credit Card 14 January - 13 February 2024	4,763.09	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT9000	23/02/2024	Armadale Lock & Key Service	Keys	-	619.00
8331	01/01/2024	Armadale Lock & Key Service	4 x Master keys / Padlocks & courier	619.00	
EFT9001	23/02/2024	Avon Waste	Domestic & commercial general waste services	-	9,720.90
60093	31/12/2023	Avon Waste	Domestic & commercial general waste services, December 2023	4,586.93	
61025	31/01/2024	Avon Waste	Domestic & commercial general waste services, January 2024	5,133.97	
EFT9002	23/02/2024	Benara Nurseries	Grounds Maintenance	-	447.38
520556	11/12/2023	Benara Nurseries	Various plants for Community Centre	447.38	
EFT9003	23/02/2024	Best Office Systems	Printing	-	176.27
626922	25/01/2024	Best Office Systems	Copier Contract - Shire , B&W copies, Colour copies	122.05	
627083	29/01/2024	Best Office Systems	Copier contract - CRC, B&W Copies, Colour Copies	54.22	
EFT9004	23/02/2024	Bob Waddell & Associates	Financial Assistance	-	1,485.00
3734	12/02/2024	Bob Waddell & Associates	Accounting Services provided to the Shire of Wandering - January 2024	1,485.00	
EFT9005	23/02/2024	Boddington Hardware & Newsagency	Harware Supplies	-	340.65
102000879	14/02/2024	Boddington Hardware & Newsagency	Boddington Hardware Expenditure	214.60	
102001168	20/02/2024	Boddington Hardware & Newsagency	Boddington Hardware Expenditure	126.05	
EFT9006	23/02/2024	Boddington IGA	Refreshments	-	109.46
02/0994	11/02/2024	Boddington IGA	Supplies Various Councillors Lounge	73.08	
02/1442	14/02/2024	Boddington IGA	Supplies Various Councillors Lounge	33.49	
01/8599	21/02/2024	Boddington IGA	Supplies Various Administration	2.89	
EFT9007	23/02/2024	Boddington News	Boddington News	-	18.00
132	26/01/2024	Boddington News	Boddington News Edition #727	9.00	
152	09/02/2024	Boddington News	Boddington News Edition #728	9.00	
EFT9008	23/02/2024	Focus Networks	IT Support	-	2,225.30
13761-MPSD	05/02/2024	Focus Networks	Managed Computer /Server Services and Support-Rates Services Feburary 2024, Managed Computer /Server Services and Support-CRC, Managed Computer /Server Services and Support-Works Admin, Managed Computer /Server Services and Support-General Administration	2,225.30	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT9009	23/02/2024	Fuel Distributors of WA	Fuel Supplies	-	2,450.83
533024	16/02/2024	Fuel Distributors of WA	Hydraulic Oil, Hydraulic Oil, Hydraulic Oil, Hydraulic Oil, Engine Oil, Engine Oil, Engine Oil, Engine Oil, Ad Blue, Box of Grease cartridges	2,450.83	
EFT9010	23/02/2024	Gilbarco Veeder-Root Australia	Repairs to Fuel Facility	-	2,135.56
178249	16/02/2024	Gilbarco Veeder-Root Australia	Repairs to Bowsers	2,135.56	
EFT9011	23/02/2024	Greenacres Turf Group	Turf Purchases	-	2,324.00
65533	14/12/2023	Greenacres Turf Group	160m2 turf for outside Watts Street Public Conveniences	1,436.00	
65816	12/02/2024	Greenacres Turf Group	100 sqm winter green turf, bag of turf start	888.00	
EFT9012	23/02/2024	Hersey Safety	PPE for Depot	-	821.54
48945SH	15/02/2024	Hersey Safety	Pack of Riggers Gloves, bags of rags, Marking Paint, Bottle of Dash Cleaner, Cable Ties, Magic Trees, Lite Grid Gloves, Saftey Glasses Tinted, Hydration Sticks, Freight	821.54	
EFT9013	23/02/2024	Linda Barge	Wandering Collective Sales	-	52.00
4	16/01/2024	Linda Barge	Items Sold	52.00	
EFT9014	23/02/2024	Major Motors	Plant Repairs	-	8,264.97
1468081	22/12/2023	Major Motors	Transmission Repairs WD458-Isuzu Prime Mover	8,264.97	
EFT9015	23/02/2024	Marina Rita Tonia Corkery	Wandering Collective Sales	-	30.40
1	12/02/2024	Marina Rita Tonia Corkery	Items Sold	30.40	
EFT9016	23/02/2024	Peel-Harvey Catchment Council	PHCC Annual Contribution	-	3,300.00
1053	31/01/2024	Peel-Harvey Catchment Council	Hotham-Williams landcare annual contribution	3,300.00	
EFT9017	23/02/2024	Pingelly Times	Advertising	-	40.00
3225	01/01/2024	Pingelly Times	Advertisement - Plant Operator/Labourer	40.00	
EFT9018	23/02/2024	Quest Payment Systems	Fuel Facility Maintenance	-	1,216.00
32614	01/01/2024	Quest Payment Systems	Monthly maintenance fee - Fual Facility 29 Aug 2023	380.00	
37698	01/01/2024	Quest Payment Systems	Monthly maintenance fee - Fual Facility 18 Dec 2023	418.00	
39274	19/01/2024	Quest Payment Systems	Monthly maintenance fee - Fual Facility January 2024,	418.00	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT9019	23/02/2024	Shire of Wandering Petty Cash	Petty Cash	-	503.60
15FEB2024	15/02/2024	Shire of Wandering Petty Cash	Milk Admin, CRC Milk, Councillors - Travel, Coles - Councillors - Refreshments, Bunnings / Toilet Seat White, Target - Gift 10 years / Cards, Police Clearacne - Kurt Boddy, Coles - CRC Milk / Deli, Coles - CRC Deli, Coles - CRC Milk / Deli, Coles - Australia Day, Home Hardware - Australia Day Sets, Coles Deli 07/2/2024, Coles Deli 11/2/24, Coles Deli/ Milk 25/1/2024	503.60	
EFT9020	23/02/2024	WA Fuel Supplies	Fuel Purchases	-	58,714.73
160227	05/02/2024	WA Fuel Supplies	Diesel order 01/02/2024, ULP order 01/02/2024	58,714.73	
EFT9021	23/02/2024	WD Auto Repairs	Plant Repairs	-	1,634.95
1572	07/02/2024	WD Auto Repairs	WD458 - Service and repairs	1,634.95	
EFT9022	23/02/2024	Wandering HVAC	Building Maintenance	-	1,398.65
4171	20/02/2024	Wandering HVAC	Replacement Oven for 1 Dowsett Street	1,398.65	
EFT9023	23/02/2024	Western Australian Hemp Seed Oil Company	Wandering Collective Sales	-	158.40
1	13/02/2024	Western Australian Hemp Seed Oil Company	Items Sold,	158.40	
EFT9024	23/02/2024	Whiteline - Kerry White	Wandering Collective Sales	-	16.00
3687	16/01/2024	Whiteline - Kerry White	Items sold	16.00	
DD260224.1	26/02/2024	Telstra	TIMS MESSAGING SERVICE JAN24	-	192.19
T311	07/02/2024	Telstra	Tims Messaging, Councillors, Fire Control, Fuel Facility	192.19	
DD260224.2	26/02/2024	Click Super	Click Super Fee February 2024	-	20.13
FEB24	26/02/2024	Click Super	Transaction Fee	20.13	
EFT9025	02/02/2024	DOT Licencing	DOT Licencing	-	6,419.85
WA01022024	01/02/2024	DOT Licencing	Transport WADO0 01 Feburary 2024	6,382.05	
WADO02022024	02/02/2024	DOT Licencing	Transport WADO02022024,	37.80	
EFT9026	02/02/2024	Pivotel	Satellite Sleeves Bushfire radios	-	60.00
3761758	15/01/2024	Pivotel	Satellite Sleeves Bushfire radios Charged to 14 January 2024	60.00	
EFT9027	09/02/2024	DOT Licencing	DOT Licencing	-	3,632.75
WD05022024	05/02/2024	DOT Licencing	Transport WADO05022024	3,175.75	
WADO05022024	05/02/2024	DOT Licencing	Transport WADO05022024	216.50	
WADO07022024	07/02/2024	DOT Licencing	Transport WADO07022024	240.50	

Shire of Wandering
List of Accounts for Payments for February 2024

Chq/EFT	Date	Name	Description	Amount	Amount
EFT9028	09/02/2024	Synergy	Electricity Use	-	2,246.14
2093988295	18/01/2024	Synergy	Depot 16 Nov - 17 Jan 2024	849.26	
2066018033	18/01/2024	Synergy	CRC & public conveniences CRC 16 Nov - 17 Jan 2024	599.04	
2089993685	18/01/2024	Synergy	Administration Office Usage 16 Nov - 17 Jan 2024	503.06	
2066017205	18/01/2024	Synergy	Fuel facility Usage 16 Nov - 17 Jan 2024	294.78	
EFT9029	09/02/2024	Telstra	Telecommunications charges	-	1,101.57
97549921-2	18/01/2024	Telstra	Administration Phone/Internet, Operations Phone, Fire Station Internet, CRC Phone/Internet, Community Centre Internet, Fuel Facility Internet, Depot Internet	1,101.57	
EFT9030	12/02/2024	Synergy	Electricity Use	-	3,700.41
2078011994	22/01/2024	Synergy	19 Humes Wy 03 Nov -18 Jan2024	507.61	
2038029321	22/01/2024	Synergy	Community Centre Usage 03 Nov -18 Jan2024	806.54	
2093991238	22/01/2024	Synergy	31 Dunmall Dr 03 Nov -18 Jan2024	783.68	
2050028506	22/01/2024	Synergy	Caravan Park & Fire Station Caravan Park 03 Nov -18 Jan2024	1,602.58	
EFT9031	15/02/2024	DOT Licencing	DOT Licencing	-	5,392.25
WADO15022024	15/02/2024	DOT Licencing	Transport WADO15022024	5,392.25	
EFT9032	16/02/2024	DOT Licencing	DOT Licencing	-	18.90
WADO16022024	16/02/2024	DOT Licencing	Transport WADO16022024,	18.90	
EFT9033	19/02/2024	DOT Licencing	DOT Licencing	-	1,541.05
WADO19022024	19/02/2024	DOT Licencing	Transport WADO19022024	1,541.05	
DD290224.1	29/02/2024	Tourism Council of WA	Membership Fee	-	275.00
Membership24	29/02/2024	Tourism Council of WA	Membership Fee 2024 year	275.00	
DD290224.2	29/02/2024	DOT Licencing	DOT Licencing	-	2,072.10
WADO290224	29/02/2024	DOT Licencing	Transport WADO290224	2,072.10	
DD290224.3	29/02/2024	Synergy	Electricity Use	-	1,629.16
Lighting	29/02/2024	Synergy	Street Lighting Nov 23 - Dec 23	1,629.16	
DD290224.4	29/02/2024	Water Corporation	Annual Lease Fee	-	550.00
Lighting	29/02/2024	Water Corporation	Annual Lease Reserve 29674 1/3/24-28/02/25	550.00	
DD4687.1	13/02/2024	Australian Super	Superannuation contributions	-	1,919.70
SUPER	13/02/2024	Australian Super	Payroll Deductions	1919.70	
DD4687.2	13/02/2024	HESTA	Payroll deductions	-	232.42
SUPER	13/02/2024	HESTA	Payroll Deductions	232.42	

**Shire of Wandering
List of Accounts for Payments for February 2024**

Chq/EFT	Date	Name	Description	Amount	Amount
DD4687.3	13/02/2024	Australian Retirement Trust Super Savings	Superannuation contributions	-	229.19
SUPER	13/02/2024	Australian Retirement Trust Super Savings	Payroll Deductions	229.19	
DD4687.4	13/02/2024	Aware Super	Superannuation contributions	-	5,938.94
DEDUCTION	13/02/2024	Aware Super	Payroll Deductions	5,938.94	
DD4687.5	13/02/2024	ANZ OnePath Masterfund	Superannuation contributions	-	475.93
DEDUCTION	13/02/2024	ANZ OnePath Masterfund	Payroll Deductions	475.93	
DD4687.6	13/02/2024	HostPlus Super Fund	Superannuation contributions	-	1,473.53
DEDUCTION	13/02/2024	HostPlus Super Fund	Payroll Deductions	1,473.53	
DD4687.7	13/02/2024	MLC Masterkey	Superannuation contributions	-	293.07
DEDUCTION	13/02/2024	MLC Masterkey	Payroll Deductions	293.07	
DD4687.8	13/02/2024	Macquarie Super	Superannuation contributions	-	117.73
SUPER	13/02/2024	Macquarie Super	Payroll Deductions	117.73	
DD4687.9	13/02/2024	Prime Super	Superannuation contributions	-	283.09
SUPER	13/02/2024	Prime Super	Payroll Deductions	283.09	
DD4702.1	27/02/2024	Australian Super	Superannuation contributions	-	2,081.29
SUPER	27/02/2024	Australian Super	Payroll Deductions	2,081.29	
DD4702.2	27/02/2024	HESTA	Payroll deductions	-	218.16
SUPER	27/02/2024	HESTA	Payroll Deductions	218.16	
DD4702.3	27/02/2024	Australian Retirement Trust Super Savings	Superannuation contributions	-	223.58
SUPER	27/02/2024	Australian Retirement Trust Super Savings	Payroll Deductions	223.58	
DD4702.4	27/02/2024	Aware Super	Superannuation contributions	-	5,899.02
DEDUCTION	27/02/2024	Aware Super	Payroll Deductions	5,899.02	
DD4702.5	27/02/2024	ANZ OnePath Masterfund	Superannuation contributions	-	236.32
DEDUCTION	27/02/2024	ANZ OnePath Masterfund	Payroll Deductions	236.32	
DD4702.6	27/02/2024	HostPlus Super Fund	Superannuation contributions	-	1,473.53
DEDUCTION	27/02/2024	HostPlus Super Fund	Payroll Deductions	1,473.53	
DD4702.7	27/02/2024	MLC Masterkey	Superannuation contributions	-	293.07
DEDUCTION	27/02/2024	MLC Masterkey	Payroll Deductions	293.07	
DD4702.8	27/02/2024	Macquarie Super	Superannuation contributions	-	117.73
SUPER	27/02/2024	Macquarie Super	Payroll Deductions	117.73	
DD4702.9	27/02/2024	Prime Super	Superannuation contributions	-	283.09
SUPER	27/02/2024	Prime Super	Payroll Deductions	283.09	
TOTAL				-	532,301.25

Credit Card Breakdown -January-February 2024

Date	Supplier	Description	Amount
14/01/2024	Bunnings	Screwdriver set for Office	\$ 18.98
15/01/2024	Spotlight	Linen for Caravan Park	\$ 100.99
15/01/2024	Metal Artwork	Plaques for Australia Day Presentations	\$ 122.10
22/01/2024	City of Perth	Parking Fee	\$ 10.10
22/01/2024	Bunnings	Keyless Entrance Set for Admin Building	\$ 281.08
25/01/2024	Coles	Australia Day Catering	\$ 2,554.30
27/01/2024	Swan Pools	Pool Chemicals	\$ 28.70
31/01/2024	Aussie Broadband	Internet -Shire	\$ 79.00
05/02/2024	Jabra	Conference Speaker/Microphone	\$ 559.00
07/02/2024	Adobe	Acrobat Licencing	\$ 576.86
08/02/2024	Officeworks	Office Stationery	\$ 53.85
08/02/2024	Coles	Catering	\$ 24.55
10/02/2024	Officeworks	Printer for Wandering BFB	\$ 199.98
10/02/2024	Town of Victoria Park	Parking Fee	\$ 3.23
12/02/2024	Remarkable	Software Licencing	\$ 49.90
	Bankwest	Bank Fee	\$ 100.47
		TOTAL	\$ 4,763.09

14 Planning and Technical Services

14.1 Application for Planning Approval

File Reference:	A71
Location:	Lot 4 (No. 282) O’Leary Road, Hastings
Applicant:	Hastings Sporting Clays
Author:	Ben Laycock - Altus Planning
Authorising Officer	Alan Hart – Chief Executive Officer
Date:	14 March 2024
Disclosure of Interest:	N/A
Attachments:	Application for Planning Approval Site & Building Plans (existing)
Previous Reference:	DA17106

Summary:

The Shire has received an application for planning approval for a change of use to ‘Club Premises’ at Lot 4 (No. 282) O’Leary Road, Hastings (subject site or site) in order to continue use of the site as a sporting clay (shooting) facility (proposed development or proposal).

Specifically, this application is required as only a time-limited approval was granted by the Shire on 27 July 2018 and the proponent now seeks indefinite approval to continue, as per Condition 1 of the 2018 approval. It is submitted by the proponent that the intention is to host approximately 12 club (shooting) events per annum.

The application was advertised to the adjoining properties at Lot 1 on Diagram 067893 and Lot 5609 on Plan 113531 for a period of fourteen (14) days with no response forthcoming.

Having reviewed the relevant planning framework and provisions, the application is recommended for approval.

Background:

The subject site is a rural property that measures approximately 243.6349 hectares split across three (3) portions and is located at the northern end of O’Leary Road, approximately 15km to the north-east of the Wandering townsite boundary. The land immediately to the north and east of the subject site is also rural land, whilst the land to the immediate south and generally to the west is reserved bushland. Refer to Figure 1.

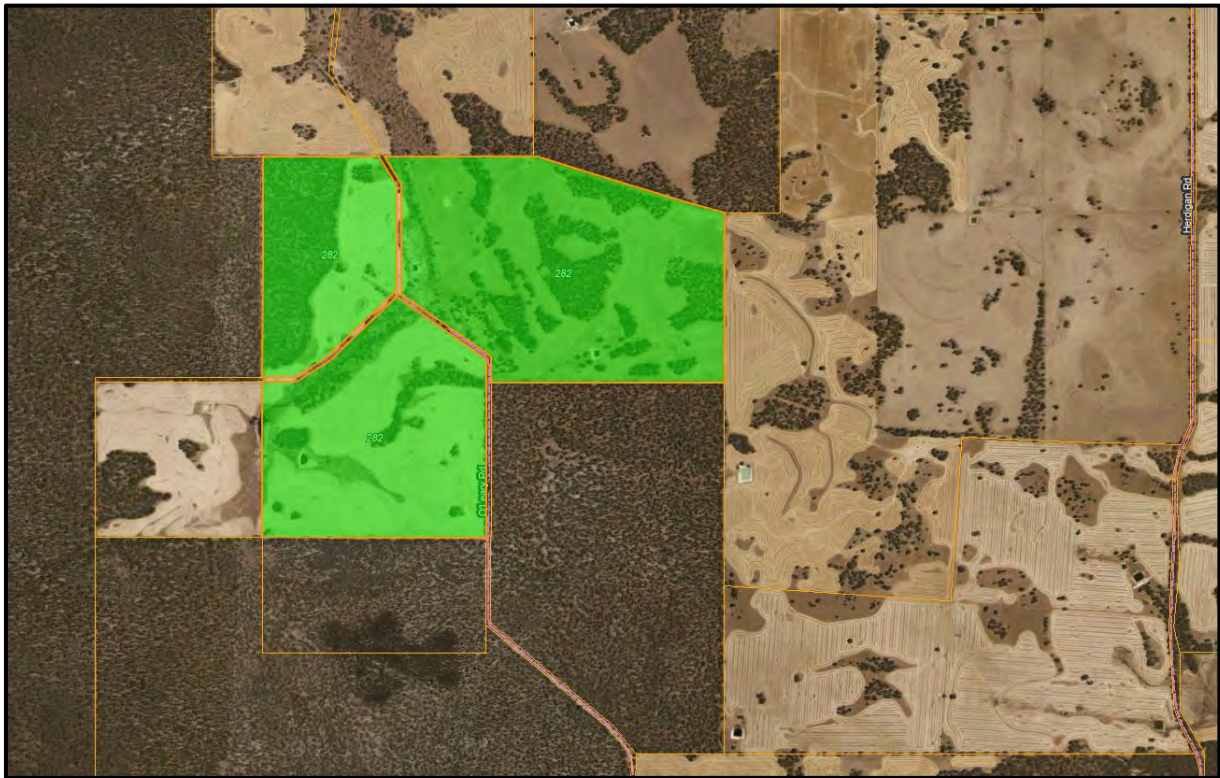


Figure 1: Subject Site and Locality (Source: SLIP Locate 2024)

On 27 July 2018, the Shire granted time-limited approval for the site to be used as 'Club Premises' (clay target shooting) which lapsed in 2020, although the use has continued to operate. This application seeks permanent approval to legitimise the continued operations which includes hosting approximately 12 club events per year which each event day attracting 50 shooters on average. No new development is proposed with the existing buildings and structures resulting from the original development application and ensuing building permit(s) to be utilised.

A copy of the current development application is provided, as well as the existing development plans.

Comment:

Local Planning Scheme No. 3

The subject site is zoned 'Rural' pursuant to the Shire of Wandering Local Planning Scheme No. 3 (LPS3 or Scheme). The objectives for the Rural zone are set out in clause 4.2 (5) of the Scheme as follows:

- a) *to ensure the continuation of broad-hectare agriculture in the district encouraging where appropriate the retention and expansion of agricultural activities.*
- b) *to provide for diversification and intensive agricultural uses in suitable areas.*
- c) *to consider non-rural uses where they can be shown to be of benefit to the district and not detrimental to the natural resources or the environment.*
- d) *to allow for facilities for tourists and travellers, and for recreation uses.*
- e) *to have regard to use of adjoining land at the interface of the Rural zone with other zones to avoid adverse effects on local amenities.*

With respect to the above, objectives (c) and (d) are relevant to the proposal.

The proposed development can be classified as a ‘Club Premises’ which is a ‘D’ use within the ‘Rural’ zone which means the use is not permitted unless discretion has been exercised by granting approval. The definition of ‘Club Premises’ pursuant to ‘Schedule 1 – Definitions’ of the Scheme is as follows:

means premises used by a legally constituted club or association or other body of persons united by a common interest.

Given that the application seeks to provide a recreational use for the Applicant’s members and guests, the proposed use can be considered to be consistent with objective d). The application also contains a Safety Management Plan, Noise Management Plan and Lead Management Plan to mitigate against any detrimental impacts to natural resources or the environment. It is noted that these management plans are similar to what was considered (and ultimately approved) as part of the initial approval and therefore objective c) is considered to be satisfied.

Clause 5.17.3 of the Scheme prescribes the general development requirements for the ‘Rural’ zone which are considered in the following table.

Clause 5.17.3 – General Development Requirements	
In considering an application for planning approval the local government will have due regard for the following, in addition to the provisions of the Scheme:	
Provision	Comment
a) any sensitive or incompatible uses which may require buffer separation from the proposed use;	<p>No sensitive and incompatible land uses are identified.</p> <p>The current application proposes slightly different operating hours/days to the previous application, particularly as shooting is now proposed after 7pm and also prior to 9am on Sundays. The Shire’s Environmental Health Officer (EHO) has noted that the Department of Environment Regulation (DER)’s Guide to Management of Noise from Shooting Venues (Guidelines) restricts live fire shooting to the following days and times:</p> <ul style="list-style-type: none"> • Monday to Saturday incl: 8.00am to 7.00pm daily • Sunday and public holidays: 9.00am to 7.00pm <p>Should the application be approved, a condition reflecting the above has been recommended which the Applicant has verbally suggested they would accept.</p>
b) evidence of a sustainable water supply that does not rely on catchment outside the lot, or damming of a stream that will impact on the water availability for another lot or lots;	No new development is proposed, the application is essentially seeking extension of a previous time-limited approval.
c) soil conditions, slope, soil type, rock, potential for water logging, foundation stability, and how the application has addressed these site characteristics;	No new development is proposed, the application is essentially seeking extension of a previous time-limited approval.

<p>d) proposals for treatment and disposal of waste products.</p>	<p>No new development is proposed, the application is essentially seeking extension of a previous time-limited approval. Septic tanks and leach drains were installed on-site following the 2018 approval.</p>
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State Planning Policy 3.7 - Planning in Bushfire Prone Areas

State Planning Policy 3.7 - Planning in Bushfire Prone Areas (SPP3.7) has been prepared by the Western Australian Planning Commission (WAPC) to implement effective, risk-based land use planning and development to preserve life and reduce the impact of bushfire on property and infrastructure.

A portion of the subject site is designated as a 'Bushfire Prone Area' as per the Department of Fire and Emergency Services Map of Bushfire Prone Areas, refer to the areas shaded pink in Figure 2 below.

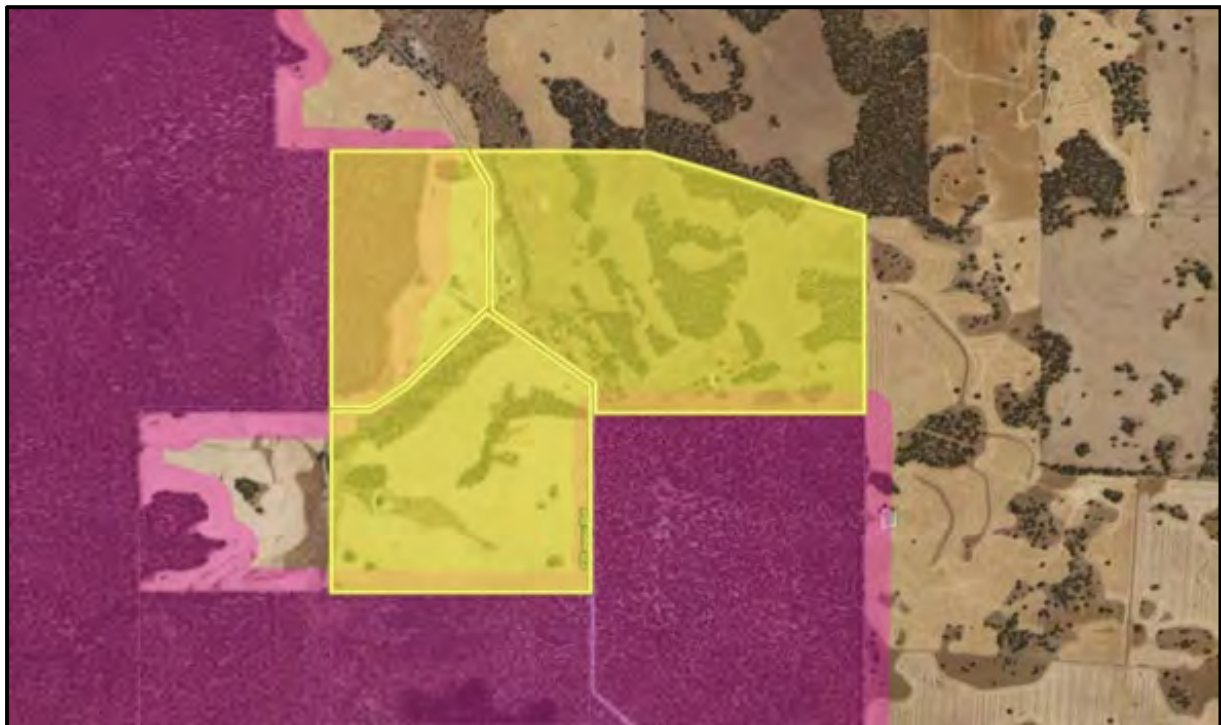


Figure 2: Map of Bushfire Prone Areas

Section 2.6 of the Guidelines for Planning in Bushfire Prone Areas Version 1.4 (Guidelines) outlines that decision makers can apply exemptions to the requirements of SPP3.7 where there is no intensification of land-use and/or the proposal is not increasing the bushfire threat. Given that this application is seeking the extension of a previous time-limited approval and the parameters of the application (namely the proposed number of annual event days and number of shooters per event) remain unchanged, as well as the fact that no additional buildings are proposed, it is considered that the application does not intensify the land use and/or increase bushfire threat.

It therefore follows that an exemption to the requirements to comply with SPP3.7 can be exercised.

Planning and Development (Local Planning Schemes) Regulations 2015

Deemed Provisions – CI 67 Matters to be considered by Local Government.

Deemed Provisions – CI 67 Matters to be considered by Local Government	
Provision	Comment
(a) the aims and provisions of the Scheme and any other relevant town planning scheme operating within the Scheme Area;	The proposal is consistent with the objectives of the 'Rural' zone under LPS3.
(c) any approved State planning policy;	Portions of the subject site are designated as bushfire prone areas however the proposal warrants the exercise of discretion pursuant to section 2.6 of the Guidelines to be exempt from addressing SPP3.7.
(m) the compatibility of the development with its setting;	The proposal is seeking to utilise existing buildings and structures.
(n) the amenity of the locality;	<p>This application is seeking the extension of a previous time-limited approval and the parameters of the application (namely the proposed number of annual event days and number of shooters per event) remain unchanged. Neither the Shire nor the Applicant has received any complaints relating to the previous applications. The application was also advertised to the potentially affected adjoining property (refer to Consultation section below) with no comment or objection received.</p> <p>It is also noted that there are no sensitive receptors within close proximity.</p> <p>It therefore follows that the proposal is not considered to adversely impact on the amenity of the locality.</p>
(o) the likely effect of the proposal on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment;	The proposal is not within any natural environment or water resource protection area.
(p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;	No vegetation is proposed to be removed for this application.
(q) whether the land to which that application relates is unsuitable for the proposal by reason of it being, or likely to be, subject to flooding, tidal inundation, subsidence, landslip, bush fire or any other risk;	No bushfire concerns are raised as the proposal is located outside of the designated bushfire prone area.
(s) the adequacy of – (i) the proposed means of access to and egress from the site; and	No change is proposed to the existing access arrangements. Furthermore, this application maintains the same anticipated number of annual events and persons per event as the initial approval.

(ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles	
(t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;	As above, the application maintains the same anticipated number of annual events and persons per event as the initial approval.
(y) any submissions received on the application;	As per the Consultation section below, the application was advertised to the adjoining properties at Lot 1 on Diagram 067893 and Lot 5609 on Plan 113531 for a period of fourteen (14) days. No responses were received.

Consultation:

In terms of the adjoining properties, it is noted that:

- Lot 27999 on DP 167262 & Lot 3 on Diagram 070392 are owned by the landowner of this application;
- Lot 28000 on DP 167262 & Lot 23712 on DP 240404 are held by the State of WA as Reserves; and
- Lot 1 on Diagram 067893 & Lot 5609 on Plan 113531 are owned held in private ownership by landowners not associated with the application.

As a result, it was considered that the application only needed to be advertised to the owners and occupiers of Lot 1 on Diagram 067893 and Lot 5609 on Plan 113531.

In accordance with clause 64(7) of the Deemed Provisions, the application was advertised to the abovementioned for a period of fourteen (14) days, with no comments received back.

Referral:

As mentioned, the Shire’s EHO made comment regarding the proposed shooting times. Proposed Condition 2 reflects the advice received.

Statutory Environment:

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Wandering Tocal Planning Scheme No. 3

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

Policy Implications:

Nil

Financial Implications:

Costs may be incurred by the Shire if the landowner requests a review of the determination from the State Administrative Tribunal (SAT).

Strategic Implications:

The recommendations of this report are consistent with the Shire’s Strategic Community Plan 2018 - 2028.

Improve the Economic Growth of our Community

Our Goals	Our Strategies
Facilitate increased business opportunities	Ensure our planning framework and environment supports nimble decision making and gives confidence to developers

Retain and Grow our Population

Our Goals	Our Strategies
People feel safe, connected and actively involved in the community	Assist Community and sporting organisations to remain sustainable and active

Sustainability Implications:

- Environmental: There are no known significant environmental considerations.
- Economic: There are no known significant economic considerations.
- Social: There are no known significant social considerations.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council approves the application for development approval, submitted by Hastings Sporting Clays, to utilise Lot 4 (No. 282) O’Leary Road, Hastings as a ‘Club Premises’, subject to the following conditions:

Conditions:

1. The development hereby approved shall occur in accordance with the development plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of the Council.

2. Live fire shooting may only occur on the range on the following days and times:

Monday to Saturday included: 8.00am to 7.00pm daily

Sunday and public holidays: 9.00am to 7.00pm

Shooting outside the times stated above is prohibited.

Live fire shooting is totally prohibited (except as noted) on:

Christmas Day: all day

Good Friday: all day

ANZAC Day: before 12 noon unless permitted by the RSL

3. The Noise Management Plan submitted in support of the development application is to be revised to reflect the above and thereafter shall be complied with at all times.

4. The Club Premises at all times shall comply with the approved Safety and Lead Management Plans submitted in support of the development application.

4. All stormwater generated by the proposed development shall be managed and disposed of to the specifications and satisfaction of the Shire.

5. No clearing of trees or shrubs to be undertaken without the prior written approval of the Shire.

Advice Notes:

- 1. All noise from the proposed development must comply with the requirements of the *Environmental Protection (Noise) Regulations 1997* (as amended).**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Turton Cr Little Cr Cowan Cr Hansen Cr Jennings Cr Price Cr Watts

SHIRE OF WANDERING

22 Watts Street, Wandering, WA. 6308

Ph: 08 9884 1056

www.wandering.wa.gov.au



Application for Planning Approval

Proposed Development/Land Use	
Description of Proposed Development and/or proposed use: Hastings Clay Target Club has been operation from this address since 2020, a condition of the original approval was to reapply after 2 years for permanent approval, this application is seeking this approval only as directed on DA17016 (attached to application). It is our understanding that this condition was solely to provide the shire with the ability to ensure that that there were no external issues caused by our physical location ie , excessive noise road traffic, public safety/complaints	
Nature of any existing buildings and/or use:	Continue to to utilise existing buildings.
Approximate cost of proposed development:	\$0, as stated this application is seeking permanent approval status,

Property Details		
Lot No: 27999	House/Street No: 282 (formerly 338)	Location No:
Street Name: O'Leary Road		Suburb: Hastings 6308
Diagram or Plan No: 70392	Certificate of Title Vol. No: Vol 1893	Folio: 615
Title encumbrances (e.g. easements, restrictive covenants): Nil		

Owner Details		
Name: Chad Ferguson		
Postal Address:		Postcode:
Phone: (work):	(home):	(mobile): 0427 841 041
Email: Julieferguson@bigpond.com		
Contact Person: Chad ferguson		
Name: Chad Ferguson	Signature:	
Name:	Signature:	
Name:	Signature:	
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature.</i>		

Applicant Details – Contact Person for all correspondence relating to the application		
Name: Hastings Sporting Clays (Ian Callan)		
Postal Address: 140 Allambie Court Mundaring		Postcode: 6073
Phone: (work):	(home):	(mobile): 0418 937 246
Email: ian.callan@westrac.com.au		
Signature:	Date: 01/02/2024.	



Chief Executive Officer
Mr Alan Hart
Shire of Wandering
22 Watts Street
Wandering
WA
6308

Via email: reception@wandering.wa.gov.au

February 01st 2024

Dear Alan,

RE: PLANNING APPLICATION #2 – Hastings Sporting Clays

Please find enclosed our planning application for our sporting clays club to remain at 282 O’Leary Road Hastings, Please note that once we attained initial approval and on the back of some guidance from council at the time we took the opportunity to change our operating name from Wannamal Sporting Clays to Hastings Sporting Clays, hence the difference ns application names.

As per condition #1 on DA17016 dated July 2018 we were required to reapply after 2 years to seek permanent approval, this was discussed at the time of the initial approval, and it was agreed to have this time to ensure that there were no adverse effects to neighbours in the area from additional traffic or noise, There have been no complaints raised to Hastings Sporting Clays directly, we are assuming that since there has been no contact from the shire that there are no complaints been lodged their either .

Following our approval in July 2018 from The Shire of Wandering, Hasting Sporting Clays then went on to obtain lease documents from the landowner, these were signed in Feb 2020, Hastings Sporting Clays then went on to apply for local approval for the clubhouse/ ablutions and has been successfully operating at 282 O’Leary Road Hastings since July 2021.

The club currently holds a lease and firing rights agreement with the landowner (Mr Chad Ferguson), this lease is currently at year 4 of a ten (10) year term.

The club acknowledges that the original permit was for 2 yrs from 2018, we request that you take into consideration that there were significant delays in the development time of the commercial agreement between the club and landowner, and no sooner was this finalised when the COVID pandemic and associated restriction came into play. In reality we commenced official operations in Q2 2021.

A little bit about us

Prior to our relocation to Hastings, we were known as Wannamal Sporting Clays and had been successfully operating on private property in Wannamal for over 40 years, however; in 2016, we were advised that the Landowners intent was to sell the property and doing so with an active gun club may prove difficult.



We began the task of trying to find a suitable location to relocate our gun club and we were initially offered a plot of land on private property situated within the Shire of Toodyay. After lodging our application, we were met with quite a lot of confusion from the Shire with regards to our management practices and it was obvious that they lacked an understanding of what our sport entails.

We advertised our application in the local newspaper and the notice was met with support from locals interested to join the club and unfortunately, it was also met with opposition from 3 properties situated along the boundary of the proposed site. One of the opposing neighbours had the intention of building a yoga retreat 700m from the boundary. The Toodyay Shire took approximately 9 months to decide an outcome and unfortunately, our application was rejected.

The club sought legal advice on the validity of the rejection and it was noted that our case had a high chance of overruling the Shire decision. The Club decided not to pursue this as the location was not the right fit and we would more than likely be met with further opposition in the future.

We were then given an opportunity to meet with the Wandering Boddington Clay Target Club ("WBCTC"), this club is an active registered shotgun club with the Australian Clay Target Association situated 2km from the town of Wandering. WBCTC shoot the disciplines of skeet and trap and was looking to expand their club to include the discipline of sporting clays. Sporting clays is a discipline that many of their members (and locals) are very interested in participating in.

After the initial meeting, it was decided that due to the difficulty of ground set up, WBCTC do not have a sufficient amount of space required to set this up at their ground. Through a contact of WBCTC, we were offered some land that would be ideal to run a sporting clays club. The land is rural and is isolated from neighbouring properties and is extremely favourable to build a sporting clays club.

What is Sporting Clays?

Sporting Clays offer many pathways for members in Australia, from the elite level representing their country on the International stage, down through to National, State, Club competitions, or a more informal afternoon of recreation with family & friends at the local club.

The variation of clay target presentation is only limited by the imagination of the target setter, whether it is a Standard 120mm, Midi 90mm, Mini 60mm, Battue or a Rabbit clay, if we can make a clay target fly, it is considered fair game to be shot. It is this variation makes Sporting Clays the entertaining sport designed for all the family. Clay target shooting is recognised and supported by the State Government Department of Sport & Recreation.

Safety

Refer to Appendix A – Safety Management Plan

We encourage all of our competitors to have fun during our events however; safety is and will always remain our number one priority. The safety of our members and guests alike is absolute paramount. All firearm owners (for sports purposes) are required to sit a safety awareness test prior to their license being issued by the Western Australian Police Firearms Department.

Any competitor that does not have a firearms license that wishes to participate in the sport, is supervised by one of our experienced members. Prior to being allowed to shoot, the supervisor will run through a brief introduction of sporting clays outlining the rules of the sport and will provide a thorough safety demonstration on the particular firearm being used.

Under no circumstance shall the safety of our members and guests be jeopardised. The Club has a



zero tolerance towards any behaviour that is deemed unsafe. We are proud to say that we have had zero safety breaches at Wannamal Sporting Clays as this subject is taken extremely seriously within our sport with some safety breaches resulting in a life ban.

Our Association works in conjunction with the WA Firearms Department to ensure all active sporting clay courses are set up and adhere to the legally required standard.

Environment - Noise Management

Refer to Appendix B – Noise Management Plan

Location:

The most important factor of noise management for sporting clays is the location of the ground used. In this instance, our selected area is on rural property and is isolated with only one neighbouring property that supports this application. The distance from the town of Wandering is approximately 24km, therefore significantly reducing the risk of noise disturbance to the public.

Topography

The topography required for Sporting Clays is often found favourable with noise management due to the varied terrain. Bushland, shrubbery and trees are not cleared as this creates a better environment for target presentation. With the existing terrain on the proposed shooting ground, it creates a great environment for noise absorption. I.e., the terrain is made up of limited rockface, valleys or cleared land. This does not allow noise to reflect or travel.

Berms

A berm is a raised bank of dirt approximately 2m high, built up by a machinery to create a barrier. Berms can be erected along the boundary of shooting areas to assist in noise absorption, but can also be used for many other environmental methods, such as lead containment.

Environment – Lead Management

Refer to Appendix C – Lead Management Plan

Lead management is an important management practice for a gun club range. It is used to minimise the risk of lead contamination. There are many practices that can be used to minimise the risk of lead contamination in the environment, such as:

Ground samples / record keeping

An effective lead management practice is taking soil samples of the shooting areas that will allow the Club to monitor the lead concentration in the soil. Advice from leading lead management laboratory, Eurofins is that a soil sample displaying a reading of less than 300mg/kg of lead, is considered a low risk sample.

Wannamal Sporting Clays had been in operation for over 40 years at our previous location and samples taken from the ground as we closed that range found that the lead concentration levels in the soil was not at a level of concern (all samples were significantly lower than 300mg/kg).

Unlike a skeet or trap range, sporting clays does not have a repetitive fall out zone from each shot. For example, skeet and trap grounds have fixed traps that will throw targets in a repetitive line every single shot, therefore all lead will fall in a similar area, creating a concentrated build-up of lead. Whereas in sporting clays, the traps are not fixed and are often placed in a variety of positions, no event will display the same targets. Therefore, our shot fallout zone is varied, creating an area with a



significantly lower concentrated lead build up.

Record keeping and soil sampling is imperative to maintaining successful lead management methods and results should be monitored and kept throughout the entire lifespan of a range.

Berms / lead catchments

The erection of berms can not only assist with noise management, but can be used as a catchment for lead. Covering the berm with a vegetative, organic, removable and / or permanent ground cover that allows the lead to run off into a catchment and then be removed and recycled.

Steel shot ammunition

Due to growing environmental awareness, the shooting industry has begun producing alternative ammunition to the lead shot that is predominately used today. Clubs and competitors are becoming more aware of the environmental impact associated with lead and are opting to shoot with alternative products. Shooters have the option to use either lead or steel shot ammunition at any sporting clays ground in Australia and clubs are finding that steel shot ammunition is becoming more popular each year.

Lead removal and recycling

The most effective way of lead management is reclaiming the lead. For smaller clubs, such as ours, this can be done manually by club members hand raking and sifting the ground layer through large framed sifts. Once the lead is collected, it must be taken to a recycler. This method is extremely time consuming and used primarily for smaller clubs that do not have a high volume of lead build up.

The frequency for lead recovery in a sporting clays club is significantly less than a pistol, skeet or trap club. For example, pistol clubs that shoot an Olympic discipline require lead recovery every 1 -2 years. Bearing in mind the extremely high volume of lead and the repetitive fall out zone of each shot. Sporting clays clubs would need to recover the lead much less frequently given the significantly lower volume of spent lead.

Lead reclamation companies can be utilised for sporting clays clubs, given the complicated ground set up and varied fall out zone, companies have introduced a speciality made attachment that they fix to a small bobcat used to manoeuvre around the varied terrain. This is an expensive method for sporting clays clubs as the volume of lead recovered usually is not feasible for the recovery company, therefore companies are required to charge sporting clay clubs a fee as they do not make a profit from the lower volume of collected lead.

Lead reclamation companies are generally used for disciplines such as pistol shooting, trap and skeet as the volume of lead recovered makes it feasible for the recovery company as they can make a profit from the recycled lead.

Once the lead has been removed from the ground, these companies can also add products to the soil that then allows the soil to stabilize and return readings that are more environmentally friendly.

Eco-friendly targets

Refer to Appendix D – QA Certificate – Ecobeige

Corsivia is the club's supplier of clay targets. They are an international company, that are now beginning to reduce their carbon footprint by producing biodegradable environmentally friendly targets. It controls the use of products that is harmful to the environment without affecting the quality of their product.



Wannamal Sporting Clays is committed to using environmentally friendly targets made from completely natural raw material. The Eco Corsivia target contains <10ppm of Polycyclic Aromatic Hydrocarbons.

The sustainability of these products has been certified by Bureau Veritas by confirming the compliance with the criteria included in the ISO 14021 standard on ecological labels and self-declared environmental claims.

These products also hold the Intertek certification, a prestigious and renowned laboratory that has tested the products to check there are no hazardous or toxic substances and a reduced level of Polycyclic Aromatic Hydrocarbons (PAH)s.

Activities on site:

Our State body – West Australian Sporting Clays (“WASC”) has 8 active clubs (Wanneroo, Lancelin, Moora, Geraldton, Harvey, Three Springs, Whiteman Park & Hastings). Each year the State committee finalise a calendar to provide a number of suitable competitions hosted at numerous grounds throughout Western Australia. Events are run year-round where locate conditions permit, and as our sport continues to grow, the number of events are increasing.

Typically, Hastings Sporting Clays hold events on a monthly basis between March and November (local conditions permitting). The growing number of clubs make it difficult to schedule events without needing to overlap events on the same days. This reduces the number of competitors at each shoot. It is our aim to host approximately 12 club events throughout the year.

At a normal event (with no other events planned for the same day), the approximate number of shooters would be between 30 and 50 and approximately 70 – 100 at a 2-day shoot. A typical club event begins at 9am and depending on the number of shooters, will conclude at 2-3pm.

The majority of competitors are friends or family and they do carpool, which significantly reduces the number of vehicles on the property. The average number of vehicles at a normal shoot would be no more than 30 (50 shooters).

Access to the new ground will be via a controlled access gate off O’Leary Road. O’Leary Road is a gravel road, with only one driveway utilising this road, this being used for access to the Landowner’s property.

The land at the property is used predominately for farming and the areas we will be utilising are the non-arable areas. The land will not be cleared as sporting clays utilises a more varied landscape, including trees, bushes, shrubs etc.

Department of Parks and Wildlife

Our State Association (WASC) is recognised by the Department of Parks and Wildlife as their only accredited hunting / pest control organisation. Many of the financial WASC members are actively associated with approved vermin control throughout Western Australia for private landholders, pastoralists, State and Local Government (DBCA Parks & Wildlife recognised groups).

WASC is currently working with the W.A Grape Growers Association with frequent vermin control in the Swan Valley.

All registered members must complete an accreditation course through WASC’s Hunting and Habitat



division to ensure that all members are aware of the risks associated with participating in feral animal control. WAFGA also has Public Liability insurance coverage for \$20,000,000.

Benefit to the Community

A sporting clays club will also provide additional options to local residents and residents from neighbouring towns to participate and enjoy a friendly sporting club. On a social aspect, Hastings Sporting Clays is a club that does not discriminate against gender, race, disabilities or age and all individuals have the opportunity to form bonds within a safe club atmosphere. All club members form friendships within the group and tend to support one another through times of hardship and this can only be positive for any community.

Over the past 21 years our club has had a strong affiliation with the Scouts Association. We have been the host to an annual 2-day scout shoot, where we have partnered with the Gingin Scout Group to provide a camping / shooting event for over 200 scouts (aged between 6 and 18). Part of this weekend that the Scouts attend is the introduction to clay target shooting and gun safety awareness. This provides an opportunity for the scouts to set up camp on our grounds and they are taught the fundamentals of using a firearm safely. We also hold lessons throughout the day and coach the scouts on hitting clay targets, all done under the watchful eye of our safety instructors and the Scout supervisors. We are keen to continue this associate with the scout groups that frequent the area and look forward to the opportunity to coach new young people into the sport and learn about firearms and firearm safety in a safe and controlled manner

Our Club has a long history of being family based and there are instances both with in Hastings Sporting Clays and the greater associated where whole families participate and in several cases there are 4 generations that compete together , and we want to continue that feel as we move forward. We bring a lot of history from our old club and we look forward to creating a new and exciting history at Wandering.

Should you require any further information, please do not hesitate to contact me on my mobile; 0418 937 246

Regards,

Ian Callan
President
Hastings Sporting Clays

- Appendix A – Safety Management Plan**
- Appendix B – Noise Management Plan**
- Appendix C – Lead Management Plan**
- Appendix D – Quality Assurance Certificate – Ecobeige targets**
- Appendix E – Locality Maps & Site plans**
- Appendix F – Original Planning approval DA17016**



References:

1. United States Environmental Protection Agency - Best Management Practices for Lead at Outdoor Shooting Ranges – June 2005 Region 2 (Chapter 3 – Best Management Practices).
2. Bureau Veritas Certificate – Ecobeige clay target



APPENDIX A – SAFETY MANAGEMENT PLAN



SAFETY MANAGEMENT PLAN

SPORTING CLAYS RANGE

Contents

1. Purpose	3
2. Safety Officer & Target Director	3
3. Governing Bodies and further ground approvals	3
4. Boundaries / Fall out zone	4
5. Trap Maintenance Officer	4
6. Safety Brief	4
7. First Aid	5
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9. General Safety / Visitors	5
10. Fire Emergency	5
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14. Alcohol and Drugs	6
15. Wildlife	6
16. Shire and Community Notice	6

1. Purpose

Sporting Clays is a growing shotgun discipline that simulates a game hunt. Unlike trap or skeet, sporting presents targets in a variety of ways. There is no limitation on the way a target can be presented, if it can be shot at safely, then the Target Director can present it. Given the wide variety of target presentation, it is imperative that the Club adheres to procedures and rules to ensure the safety of the community, members and spectators.

Outlined in this manual, are methods to ensure the safe operation of a sporting clays club. It is the responsibility of the Executive Committee (President, Vice President, Treasurer & Secretary) to update this manual so it remains current. It is the duty of the clubs Safety Officer to approve the course is set up safely at all club events.

2. Safety Officer & Target Director

The Club shall appoint a Safety Officer and Target Director at the Annual General Meeting. It is the duty of the Target Director to prepare a course ensuring all targets are presented safely with the correct fall out zone and distance to boundaries. It is the duty of the Safety Officer to ensure that all safety procedures and protocols are met to a standard at every event throughout the year.

The Safety Officer shall work in conjunction with the Executive to ensure this safety manual is reviewed annually to include current information and is up to date.

If, throughout the commenced event, weather has impacted the line of a target and it now appears unsafe, a member can report this to the Safety Officer and the Safety Officer will investigate. If the Safety Officer confirms the target is unsafe they can request a change to the target (even after the competition has commenced) to the Target Director. All requests to change the course must be made by the Safety Officer and approved by the Target Director prior to the course being changed.

3. Governing Bodies and further ground approvals

Wannamal Sporting Clays is governed by the WA Association – West Australian Field & Game Association (WAFGA). WAFGA is governed by the national body Sporting Clays Australia (SCA) and the Western Australian Police.

Ground preparation and set up must adhere to strict rules and regulations governed by the WA Police, WAFGA & SCA otherwise ground approval will not be granted.

The ground must be approved by a representative from the Western Australian Police as per the standards set out in the Western Australian Police – Guidelines to Firearm Ranges & Standards of Approvals and also a Safety Officer representing WAFGA and SCA as per the SCA Rules and Regulations booklet.

All Club competitions will be approved by the Wannamal Sporting Clays Target Director & Safety Officer in accordance with the rules and regulations set out in the SCA Manual.

4. Boundaries / Fall out zone

The course must be set up as per the standards of the Sporting Clays Australia Range Order and the Western Australia Police – Guidelines to Firearm Ranges & Standards of Approval.

As per the guidelines, all shooting areas must have a fall out zone of 195m.

All shooting area boundaries on the property will be permanently fixed with warning signs and red flags will be put up around the boundary to signal that there is an active event being held on the day.

It is the responsibility of the Safety Officer to ensure all flags and signs are displayed correctly prior to any event beginning at the club.

5. Trap Maintenance Officer

The Club shall elect a Trap Maintenance Officer at the Annual General Meeting. This position is required to have knowledge of trap maintenance with a mechanical background.

It is the duty of the Trap Maintenance Officer to ensure that all traps undergo a regular and thorough maintenance regime. Any traps that are broken are repaired by the Trap Maintenance Officer, it is their responsibility to ensure that all traps are calibrated and running correctly to ensure the safe operation at all events.

Any breakdown throughout an event must be supervised by the Trap Maintenance Officer, or by any member nominated by the Trap Maintenance Officer. No member must operate or attempt to fix a broken trap, without the approval of the Trap Maintenance Officer.

6. Safety Brief

At the beginning of every event, the Target Director is responsible to instruct and notify all members on the operation of the days event. The Target Director will notify members of the following points (but not limited too):

- Personal Protective Equipment (PPE) – Safety glasses, ear protection, clothing, footwear
- Driving on the course and which route to use
- Display of target setting
- Weather conditions
- Emergency evacuation points

7. First Aid

The Club is equipped with a first aid kit in the kitchen and club house. The Safety Officer and multiple members are also equipped with a first aid kit in their vehicle. 2-way radios can be used to communicate between members throughout the day on the course.

8. Personal Protective Equipment

Hearing protection is compulsory for all shooters, referees, staff and members of the public in the proximity of a layout. Children present must also wear hearing protection.

Safety glasses are compulsory for all shooters, referees, staff and members of the public in the proximity of a layout.

Enclosed shoes are compulsory for all shooters, referees, staff and members of the public in proximity of a layout.

Suitable clothing must be worn by all competitors. No short shorts and no singlets to be worn.

The Club has safety glasses and ear plugs available for free in the clubhouse.

A shooter can be issued a warning on the first occasion and if the shooter fails to rectify his / her dress, subsequent penalties may extend to expulsion from the competition.

9. General Safety / Visitors

All firearm owners must be in possession of a valid firearms license or junior permit as required by law.

Any visitors to the ground must sign the visitors book for insurance purposes.

Any visitor that intends on participating in an event, must be supervised by the owner of the firearm they are using. It is the responsibility of the supervisor to ensure that all safety procedures are carried out by the visitor.

10. Fire Emergency

The Club will be equipped with a working fire tender that is to be stationed on the property should a fire emergency arise.

Keys for the fire tender will be given to the Landowner and a spare set kept in the clubhouse.

11. Emergency Evacuation

The Club will allocate an evacuation point at a position situated on the property, so should the club require emergency evacuation, all members shall reconvene in the designated area until the area is deemed safe.

The designated area will be signed and the Safety Officer will carry out a roll call for all visitors and members at the property to ensure everybody is accounted for.

12. Driving on a sporting clays course

All vehicles used on the sporting clays range must be registered with the club and national body, SCA.

Passengers are restricted to cars or buggies only. Motorbikes, four-wheeler and motorised trikes are not allowed to carry passengers.

A helmet must be worn at all times whilst driving a motorbike, motorised trike or quad bike.

No vehicle must travel faster than 15km per hour.

Failure to comply with the above rules can result in expulsion.

13. Storage of firearms / ammunition at Club events

Under the WA Legislation, all firearm owners are legally required to store their firearms and ammunition in a lockable device. This is the responsibility of the firearm owner and not the club.

The Club and Safety Officer encourage the use of lockable gun cases and / or safely securing the firearm to the vehicle when not in use.

14. Alcohol and Drugs

Under no circumstance shall a shooter participate in any event under the influence of drugs or alcohol. Any shooter found under the influence can result in expulsion.

No alcohol shall be consumed until the completion of the event.

15. Wildlife

Any shooter found to take aim or shoot at any bird or wildlife throughout an SCA event, will be immediately disqualified and can be issued a life ban by the Association.

16. Shire and Community Notice

As soon as the Association has finalised the yealy competitioncalendar, a copy shall be given to the Landowner and be made available to the Shire for display and notification to the community.

The Club or Shire may advertise Club events on social media or by any means possible to promote the sport.

17.References

Please refer to the following standards for range set up:
Western Australia Police – Guidelines to Firearm Range



APPENDIX B – NOISE MANAGEMENT PLAN

**NOISE MANAGEMENT PLAN:
282 O’Leary Road, Hastings
(Zoning Rural)**

SHOOTING VENUE: Wannamal Field & Game Association Inc T/A Hastings Sporting Clays

This noise management plan (NMP) is to be used for the purposes of Division 4 of the Environmental Protection (Noise) Regulations 1997.

1. VENUE DETAILS

Name of Venue:	Wannamal Field & Game Association Inc.
Trading Name:	Hastings Sporting Clays
Location of Venue:	Lot 27999, 282 O’Leary Road, Hastings
Affiliations:	Sporting Clays Western Australia, Sporting Clays Australia, FITASC
Venue Maps:	Attachment 1 – Map of venue
Contact Details:	Club President, Ian Callan 0418 937 246 ian.callan@westrac.com.au or hastingsportingclays@gmail.com

2. APPLICATION

THE NMP applies –

- While the occupier is the lease holder of the range;
- To shooting activities at the range organised by the occupier;
- To the emission of the noise from the range during a shooting activity; and
- From the date of the approval by the Shire of Wandering until the expiration of the approval.

Regulation 7 of the *Environmental Protection (Noise) Regulations 1997* does not apply to noise emitted from the range during shooting activity if the activity conducted is in accordance with NMP.

The occupier must ensure at the conditions and ancillary measures designated such as in the Shire of Wandering’s approval notice, be implemented.

3. TYPES OF SHOOTING ACTIVITIES [regulation 16BA(7)(b)]

TYPES OF ACTIVITIES:

Club matches, open events, practice shootings sessions.

TYPES OF FIREARMS:

No firearms, other than 12-gauge shotguns, shall be discharged on the range. Ammunition permitted for use is Shot size 7 -10 only with a maximum weights of 28 grams

4. LIMITATIONS ON LIVE FIRE SHOOTING ACTIVITIES [regulation 16BA(7)(c)]

SCHEDULED SHOOTING MEETINGS AND PRACTICE SESSIONS

Live fire shooting may only occur on the range on the following days and times:

- Friday 08:00am to 9:00pm
- Saturday: 08:00am to 9:00pm
- Sunday and Public Holidays: 08:00am to 9:00pm
- Monday 08:00am to 9:00pm

Live fire shooting is TOTALLY PROHIBITED (except as noted) on:

- Christmas Day All day.
- Good Friday: All day.
- ANZAC Day: Before 1200pm unless Permitted by RSL.

SPECIAL EVENTS

Where a special event that is to be opened to the public is to be held at the range, but the event cannot be conducted within the limits or scheduled shooting meetings and practice sessions, the occupier is to apply to the Wandering Shire or approval of the event under Regulation 18.

5. MEASURES OF CONTROL NOISE EMISSIONS [regulation 16BA(7)(d)]

LIMITS FOR PERMITTED LOADS

Only 12 gauge cartridge(s) with load limitations of 28 grams struck measure or an equivalent shot size no larger than No. 7 (0.095 inch) are to be permitted at the range.

SCRUTINY AND TESTING OF CARTRIDGES

The Club President shall be responsible for testing and recording the PF of ammunition. The Club President may nominate representatives to conduct testing on his behalf, where factory original ammunition manufacture is not used.

ACCESS TO RANGE

In order to prevent noise emissions due to unauthorized use of the firing range, the access gate shall be locked at all times excepted during the scheduled shooting meetings and practice sessions, or during a special events. Only members who have been approved by the Club Management Committee shall be issued with a key or the entry of gates. All persons entering the range are required to sign the attendance book and include the time of entry and departure.

INFORMATION SIGNAGE

Shooting days and times will be displayed on the SCA website .

WRITTEN INSTRUCTION TO MEMBERS

The club management committee shall provide all members with a written instruction explaining the noise issues, the members' responsibility to maintain the noise limitation requirements, compliance with the noise management plan and the penalties that apply for the breaches of these requirements.

6. NOTICE OF SHOOTING ACTIVITIES [regulation 16BA(7)(e)]

Notice of the program for scheduled shooting activities or a season is to be published and distributed

to members of the public as follows:

- The club is to notify the Wandering Shire with a finalised schedule of events once it is released from the governing body, for the following shooting season.
- The Wandering Shire is responsible to upload the schedule of events to their website for public notification.
- A change to the program of scheduled shooting events is to be published on the Shire website within four weeks before the changed activity is to occur.
- Notice of a special event approved by the Wandering Shire is to be given in accordance with the conditions of the approval of the event.

7. COMPLAINTS RESPONSE PROCEDURE

- All complaints must be made in writing to the Club.
- A complaint received will be recorded with due consideration and investigated and responded to as appropriate.
- The occupier will, as far as practicable, provide advice to the complainant within 48 hours as to the outcomes of the investigation.
- If a complaint is made during a shooting activity the Club President will investigate and take appropriate action.
- The results of the complaint investigation, detail of measures taken or considered to reduce noise emissions and an outline of the responses given to the complainant shall be recorded on the noise complaint.
- Completed noise complaint investigations will be retained for the period of the approval and made available to the Wandering Shire on request.

8. RECORDS

RECORD OF FIREARM TESTS

Should the club test reloaded ammunition, the club is to retain records of all the tests of cartridges for a period of two years.

RECORDS TO BE FORWARDED UPON REQUEST

If requested to do so in writing by the Shire of Wandering, the occupier is to forward a copy of all or any of the records within 21 days of the request.

9. RESPONSIBILITIES [regulation 16BA(f)]

Club Management Committee

- Implementation of the NMP;
- Development of program for scheduled shooting activities.

Club President:

- Scrutiny and Testing of cartridges outside of factory ammunition;
- Appointment of scrutiny and testing of cartridges

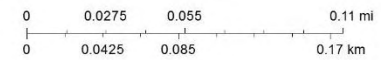
ATTACHMENT 1 – VENUE MAP



January 29, 2018

- | | | | |
|--|---|--------------------|---------------------------|
| LGA | Freeways & National Highways | Minor Roads | Track |
| State Barrier Fence (DPIRD-025) | Freeway | Minor | Contours (0.5m) (COP-010) |
| Historic - Number 1 Rabbit Proof Fence (DPIRD-046) | National Highway | Others | Mapsheets 1:500 |
| Historic - Number 2 Rabbit Proof Fence (DPIRD-047) | State Highway | Laneway | Red: Band_1 |
| Historic - Number 3 Rabbit Proof Fence (DPIRD-048) | Main Roads | Mall | Green: Band_2 |
| | Main | NotApplicable | Blue: Band_3 |

1:2,257



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VENUE MAP - NORTHERLY DIRECTION:



VENUE MAP – EASTERLY DIRECTION:



VENUE MAP – SOUTHERLY DIRECTION:



VENUE MAP - WESTERLY DIRECTION:





APPENDIX C – LEAD MANAGEMENT PLAN



LEAD MANAGEMENT PLAN

SPORTING CLAYS RANGE

Contents Page

1. Definition and use of lead	3
2. Sporting Clays Layouts	3
3. Commitment	3
4. Ground Samples / Record Keeping	3
5. Lead removal and recycling	4
6. Eco-friendly targets	4
7. Berms / lead catchments	5
8. Steel shot ammunition	5

1. Definition and use of lead

Lead is, a soft, silvery white or greyish metal that is very malleable, ductile, and dense and is a poor conductor of electricity. Lead is highly durable and resistant to corrosion.

Properties that are responsible for the many uses of elemental lead include its ductility, ease of welding, low melting point, high density, and ability to absorb gamma radiation and X-radiation. Molten lead is an excellent solvent and collector for elemental silver and gold. The structural applications of lead are limited by its low tensile and fatigue strengths and its tendency to flow even when only lightly loaded.

Considerable amounts of lead are used in roofing, as coverings for electric cables placed in the ground or underwater, and as linings for water pipes and conduits and structures for the transportation and processing of corrosive substances.

Lead has many other applications, the largest of which is in the manufacture of storage batteries. It is used in ammunition (shot and bullets) and as a constituent of solder, type metal, bearing alloys, fusible alloys, and pewter. In heavy and industrial machinery, sheets and other parts made from lead compounds may be used to dampen noise and vibration. Because lead effectively absorbs electromagnetic radiation of short wavelengths, it is used as a protective shielding around nuclear reactors, particle accelerators, X-ray equipment, and containers used for transporting and storing radioactive materials. Together with the compound lead oxide (PbO₂) and with lead-antimony or lead-calcium alloys, it is employed in common storage batteries.

2. Sporting Clays Layouts

Trap and Skeet ranges are a fixed range, so all traps (machinery used to throw the clay targets) remain in the same position for the duration of the range. Therefore creating a repetitive target presentation and fall out zone.

Due to the repetition of shots fired on these layouts, the lead fall out zone is significantly more concentrated. Creating a greater need to carry out frequent lead management methods.

Unlike a skeet or trap range, the point of a sporting clays range, is to provide variety to the shooter. The traps are not fixed and a new course would be set up for every event held on the property. Given the size of the shooting area, it would be rare for the Club to display a target in the same location a second time. Therefore not creating a repetitive fall out zone and far less lead concentrate in the soil.

3. Commitment

Hastings Sporting Clays is an environmentally friendly club that is committed to reducing the environmental impact associated with Sporting Clays. The Club uses environmentally friendly clay targets and will follow the lead management practices set out in this management plan, to minimise the risk of lead contamination in the environment wherever possible.

4. Ground Samples / Record Keeping

Soil sampling is an effective lead management practice. The Club will take samples from the shooting areas to allow the Club to monitor the lead concentration in the soil. Advice from leading lead management laboratory, Eurofins is that a soil sample displaying a reading of less than 300mg/kg of lead, is considered a low risk sample.

By monitoring the levels of the soil, this will indicate to the Club if there is a need to carry out lead reclamation on the property.

Record keeping and soil sampling is imperative to maintaining successful lead management methods and results should be monitored and kept throughout the entire lifespan of a range.

Hastings Sporting Clays has been in operation for over 40 years and number of samples taken from the ground recently, found that the lead concentration levels in the soil was not at a level of concern (all samples were significantly lower than 300mg/kg).

5. Lead removal and recycling

The most effective method of lead management is reclaiming the lead. For smaller clubs, such as ours, this can be done manually by club members hand raking and sifting the ground layer through large framed sifts. Once the lead is collected, it must be taken to a recycler. This method is extremely time consuming and used primarily for smaller clubs that do not have a high volume of lead build up.

The frequency for lead recovery in a sporting clays club is significantly less than a pistol, skeet or trap club. For example, pistol clubs that shoot an Olympic discipline require lead recovery every 1 -2 years. Bearing in mind the extremely high volume of lead and the repetitive fall out zone of each shot. Sporting clays clubs would need to recover the lead much less frequently given the significantly lower volume of spent lead.

Lead reclamation companies can be utilised for sporting clays clubs, given the complicated ground set up and varied fall out zone, companies have introduced a speciality made attachment that they fix to a small skidsteer used to manoeuvre around the varied terrain. This is an expensive method for sporting clays clubs as the volume of lead recovered usually is not feasible for the recovery company, therefore companies are required to charge sporting clays clubs a fee as they do not make a profit from the lower volume of collected lead.

Lead reclamation companies are generally used for disciplines such as pistol shooting, trap and skeet as the volume of lead recovered makes it feasible for the recovery company as they can make a profit from the recycled lead.

Once the lead has been removed from the ground, these companies can also add products to the soil that then allows the soil to stabilize and return readings that are more environmentally friendly.

6. Eco-friendly targets

Corsivia is the club's supplier of clay targets. They are an international company that are now beginning to reduce their carbon footprint by producing biodegradable environmentally friendly targets. It controls the use of products that is harmful to the environment without affecting the quality of their product.

Hastings Sporting Clays is committed to using environmentally friendly targets made from completely natural raw material. The Eco Corsivia target contains <10ppm of Polycyclic Aromatic Hydrocarbons.

The sustainability of these products has been certified by Bureau Veritas by confirming the compliance with the criteria included in the ISO 14021 standard on ecological labels and self-declared environmental claims.

These products also hold the Intertek certification, a prestigious and renowned laboratory that has tested the products to check there are no hazardous or toxic substances and a reduced level of Polycyclic Aromatic Hydrocarbons (PAH)s.

Refer to Appendix A – BV Certification – Ecobeige Targets

7. Berms / lead catchments

The erection of berms can not only assist with noise management, but can be used as a catchment for lead. Covering the berm with a vegetative, organic, removable and / or permanent ground cover that allows the lead to run off into a catchment and then be removed and recycled.

8. Steel shot ammunition

Due to growing environmental awareness, the shooting industry has begun producing alternative ammunition to the lead shot that is predominately used today. Clubs and competitors are becoming more aware of the environmental impact associated with lead and are opting to shoot with alternative products. Shooters have the option to use either lead or steel shot ammunition at any sporting clays ground in Australia and clubs are finding that steel shot ammunition is becoming more popular each year.



APPENDIX D – QUALITY ASSURANCE BY CERTIFICATION – ECOBEIGE CLAY TARGETS

Test Report

Page 1 of 3

Customer: Corsivia S.A.

Pol.Ind. El Campillo, s/n
50800 Zuera (Zaragoza)

Report No.: (25414)048-184632

Contact Person:

Spain
Sonia Bienzobas

Report Version: 1
Date of Reception: 10.02.2014

Report Date: 17.02.2014

Date of Order: 03.02.2014
Sampled By: client

Sample Information

Requirements: Tested according to "legal" requirements
Sample Description: Ecobeige

Performance Date: 10.02.2014 - 17.02.2014

No. of workdays: 5

Submitted Samples

Nr. 1



Summary of test results

Tested according to "legal" requirements

Tests required	Conclusion	Remark
PAH (Polynuclear aromatic hydrocarbons)	Pass	

Tested Samples

Article No	Sample ID	Sample description
	184632-01	1) Clay target ecobeige

Test Results

Tested according to "legal" requirements

Sample Description:		1) Clay target ecobeige		Lab Reference No:	184632-01
Test Method / Standard:		Determination of PAH: ZEK 01.4-08, reporting limit: 0.2 mg/kg			
Test Location:		Parameter has been analyzed at BVCPs laboratory Schwerin.			
Parameter	Limit	Result	Rating		
Benzo (a) pyrene	≤ 1 mg/kg	<0.2 mg/kg	Pass		
Benzo (e) pyrene		<0.2 mg/kg	No Specification		
Benzo (a) anthracene		<0.2 mg/kg	No Specification		
Chrysene		<0.2 mg/kg	No Specification		
Benzo (b) fluoranthene		<0.2 mg/kg	No Specification		
Benzo (j) fluoranthene		<0.2 mg/kg	No Specification		
Benzo (k) fluoranthene		<0.2 mg/kg	No Specification		
Dibenzo (a,h) anthracene		<0.2 mg/kg	No Specification		
Naphthalene		2.7 mg/kg	No Specification		
Acenaphthylene		<0.2 mg/kg	No Specification		
Acenaphthene		<0.2 mg/kg	No Specification		
Fluorene		<0.2 mg/kg	No Specification		
Phenanthrene		0.6 mg/kg	No Specification		
Anthracene		<0.2 mg/kg	No Specification		
Fluoranthene		<0.2 mg/kg	No Specification		
Pyrene		0.4 mg/kg	No Specification		
Indeno (1,2,3-cd) pyrene		<0.2 mg/kg	No Specification		
Benzo (g,h,i) perylene	<0.2 mg/kg	No Specification			
Sum	≤ 10 mg/kg	3.7 mg/kg	Pass		

All services provided by Bureau Veritas Consumer Products Services Germany GmbH are subject to our current Terms and Conditions. The test result relates only to the tested item. Without the written consent of Bureau Veritas Consumer Products Services Germany GmbH excerpts of this report shall not be reproduced. Tests not covered by the laboratory's testing spectrum may be subcontracted to an accredited laboratory. The accreditation relates to competences stated on the accreditation certificate. If nothing else has been agreed on samples are stored for 3 months. All tested parameters are listed in the appendix.

The testing of mixed samples is carried out at the customer's explicit request and may imply a deviation from the testing standard. Please note the following: results for mixed samples that are below the limit may exceed the limit if the samples contained in the mixed sample are tested individually. In these cases separate testing of the samples is recommended.

Performance Date: 10.02.2014 - 17.02.2014

Total Run Time: 5



Dr. Harald Hahn
Analytical Testing Specialist

No results printed beyond this point in the report

Detailed Method Descriptions

Analysis / Test:	Determination of PAH
ZEK 01.4-08, ultrasound extraction with Toluene, determination with GC-MS (SIM), reporting limit: 0.2 mg/kg	

Parameters & CAS No.

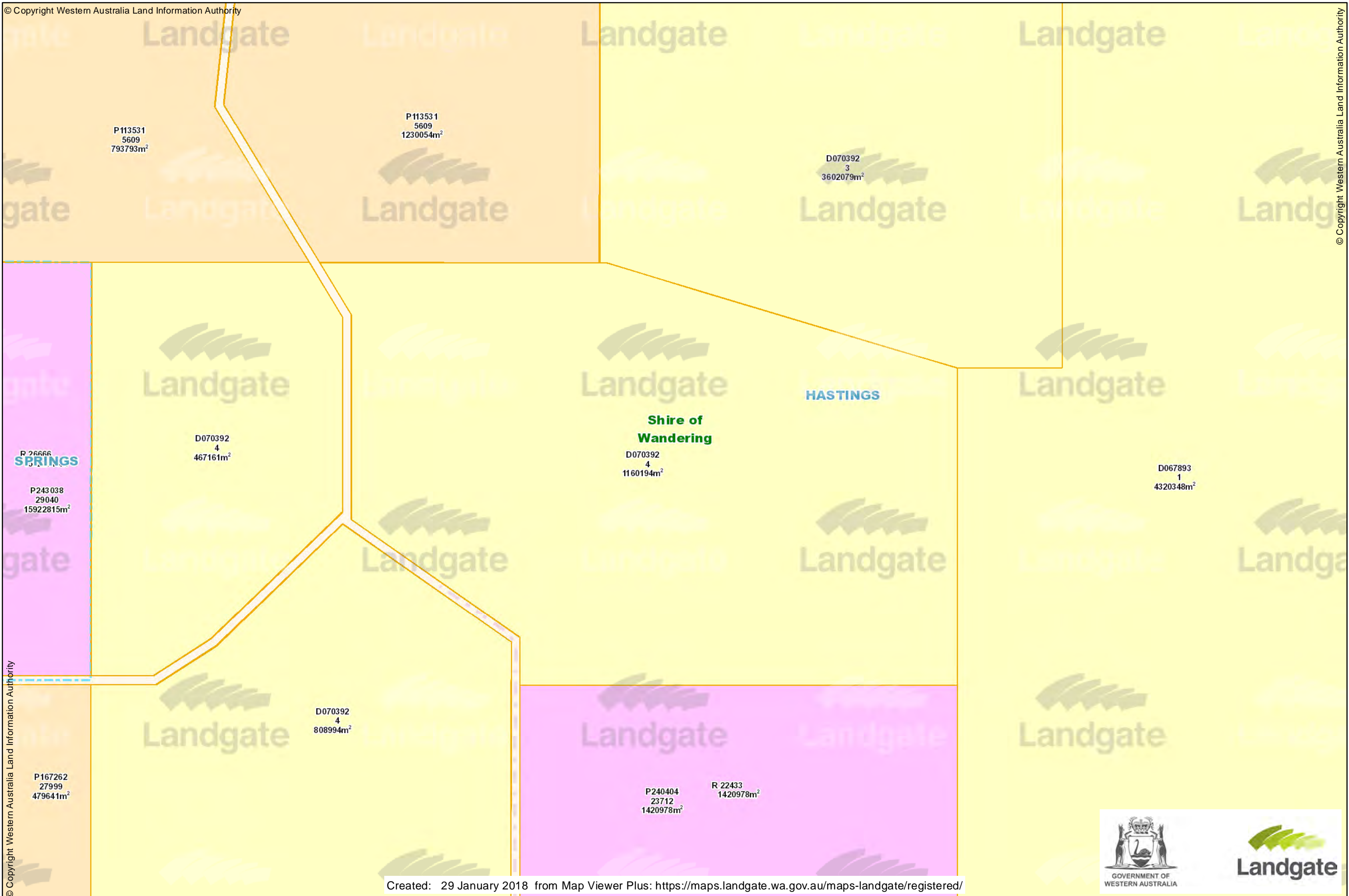
Determination of PAH	(CAS No.)
Anthracene (120-12-7)	
Pyrene (129-00-0)	
Benzo (g,h,i) perylene (191-24-2)	
Benzo (e) pyrene (192-97-2)	
Indeno (1,2,3-cd) pyrene (193-39-5)	
Benzo (j) fluoranthene (205-82-3)	
Benzo (b) fluoranthene (205-99-2)	
Fluoranthene (206-44-0)	
Benzo (k) fluoranthene (207-08-9)	
Acenaphtylene (208-96-8)	
Chrysene (218-01-9)	
Benzo (a) pyrene (50-32-8)	
Dibenzo (a,h) anthracene (53-70-3)	
Benzo (a) anthracene (56-55-3)	
Acenaphtene (83-32-9)	
Phenanthrene (85-01-8)	
Fluorene (86-73-7)	
Naphthalene (91-20-3)	



APPENDIX E – SITE PLAN / LOCALITY MAPS

LOT Diagram

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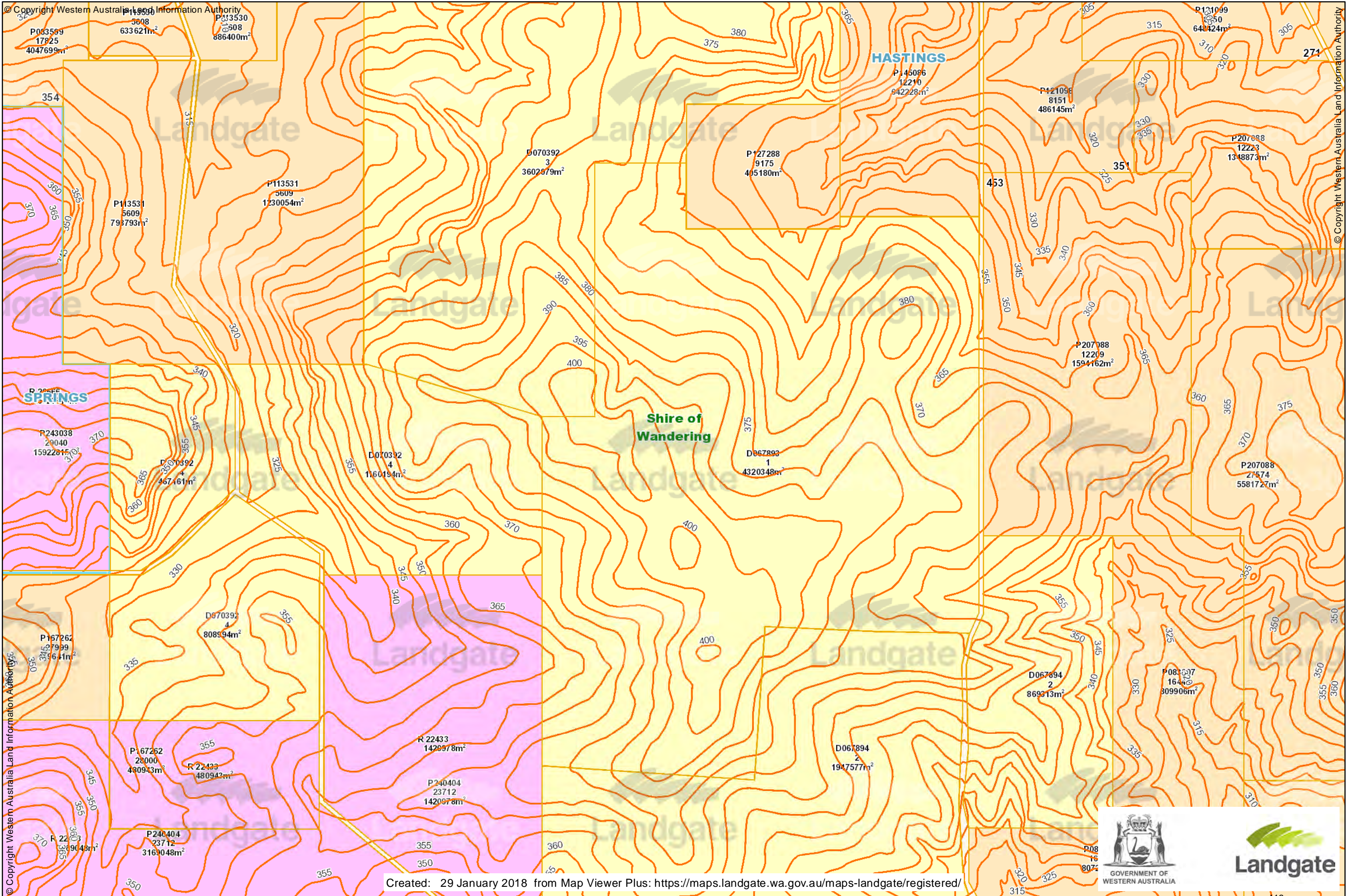


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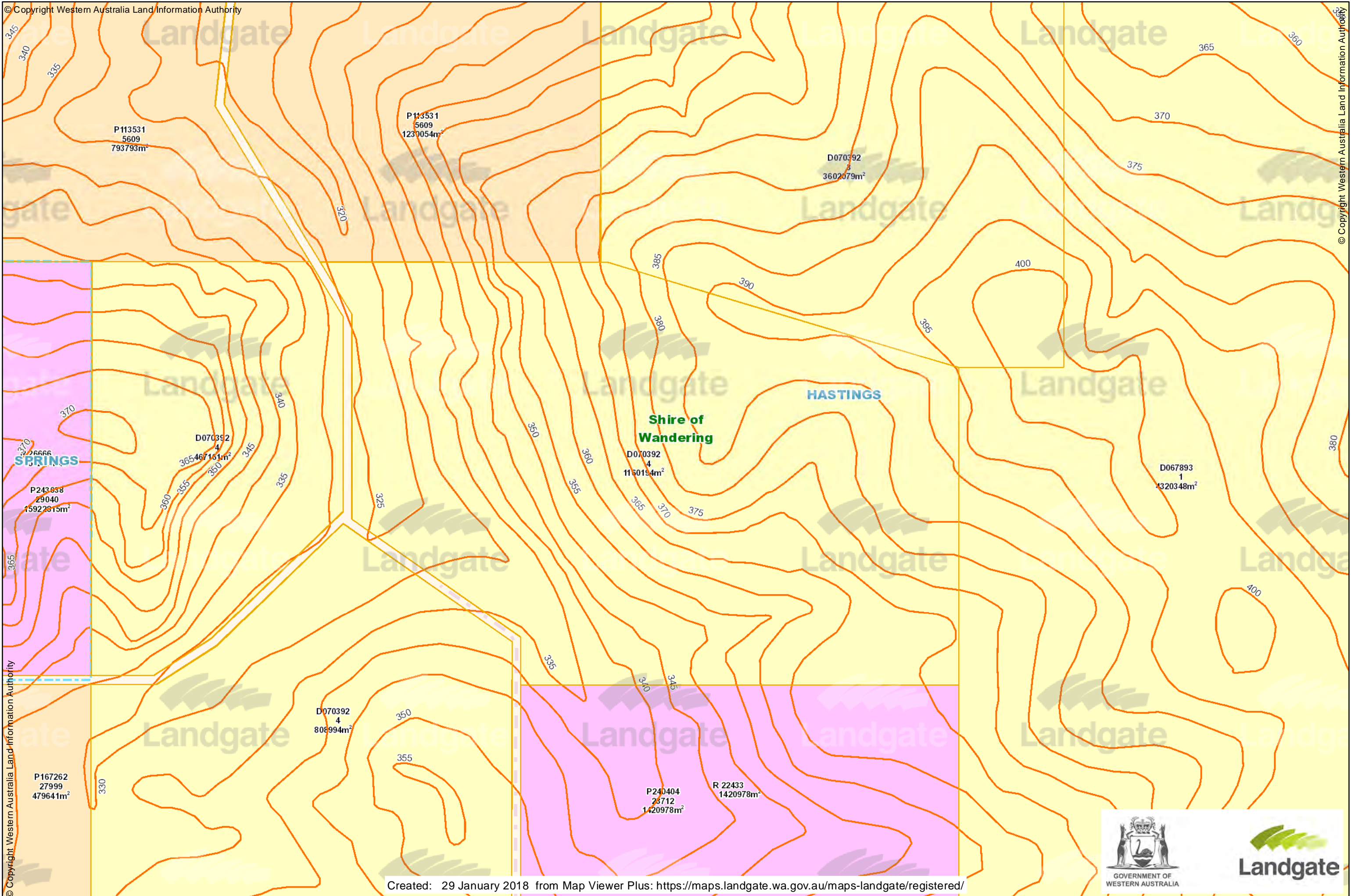
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LOT Contour Map

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APPENDIX F – DA17016 Original Planning approval

15. Elected Members Motions of Which Previous Notice Has Been Given

16. New Business or Urgent Business Introduced by Decision of the Meeting

New business of an urgent nature introduced by decision of the meeting. Best practice provides that Council should only consider items that have been included on the Agenda (to allow ample time for Councillors to research prior to the meeting) and which have an Officer Report (to provide the background to the issue and a recommended decision).

16.1 Elected Members

16.2 Officers

17. Matters Behind Closed Doors

Procedural Motion

That Council, pursuant to s5.23(2)(a) of the *Local Government Act 1995*, close the meeting to members of the public to discuss matters affecting an employee or employees.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Turton Cr Treasure Cr Hansen Cr Little Cr Parsons Cr Watts

17.1 Confidential – 12 Month Review Period – Chief Executive Officer

File Reference:	EMP180
Location:	N/A
Applicant:	N/A
Author:	Ian Turton, Shire President
Authorising Officer	Ian Turton, Shire President
Date:	7 March 2024
Disclosure of Interest:	The Chief Executive Officer has a Financial Interest in this matter as it relates to the Chief Executive Officer's Employment Contract
Confidential Attachments:	Shire of Wandering CEO Performance Management Framework-December 2022 Chief Executive Officers KPI Report-December 2023 Shire President KPI Report-February 2024 Chief Executive Remuneration Review March 2023
Previous Reference:	Item 12.2 Ordinary Council Meeting 15 December 2022

Moved: _____ Seconded: _____

Carried

For/Against: Cr Turton Cr Treasure Cr Hansen Cr Little Cr Parsons Cr Watts

That Council, pursuant to s5.23(2)(a) of the *Local Government Act 1995*, reopen the meeting to members of the public.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Turton Cr Treasure Cr Hansen Cr Little Cr Parsons Cr Watts

18. Closure of Meeting

The Presiding Member to declare the meeting closed.