

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

AGENDA

for the

Ordinary Meeting of Council

to be held

2PM, WEDNESDAY 16th DECEMBER 2020

Shire of Cuballing
Council Chambers
Campbell Street, Cuballing

COUNCIL MEETING PROCEDURES

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

DISCLAIMER

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

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

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1. DECLARATION OF OPENING:

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE:

2.1.1 Attendance

Cr Mark Conley
Cr Eliza Dowling
Cr Scott Ballantyne
Cr Dawson Bradford
Cr Robert Harris
Cr Deb Hopper

President
Deputy President

Mr Gary Sherry
Ms Bronwyn Dew
Mr Bruce Brennan

Chief Executive Officer
Deputy Chief Executive Officer
Manager of Works and Services

2.1.2 Apologies

Nil at this time.

2.1.3 Leave of Absence

Nil

3. STANDING ORDERS:

OFFICER'S RECOMMENDATION:

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

4. PUBLIC QUESTION TIME:

4.1 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE:

Nil

4.2 WRITTEN QUESTIONS PROVIDED IN ADVANCE:

Nil

4.3 PUBLIC QUESTIONS FROM THE GALLERY:

Nil at this time.

5. APPLICATIONS FOR LEAVE OF ABSENCE:

Nil at this time.

6. CONFIRMATION OF MINUTES:

6.1.1 Ordinary Meeting of Council held on Wednesday 18 th November 2020
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OFFICER'S RECOMMENDATION:

That the Minutes of the Ordinary Meeting of Council held on Wednesday 18th November 2020 be confirmed as a true record of proceedings.

7. PETITIONS/DEPUTATIONS/PRESENTATIONS/ SUBMISSIONS:

Nil at this time.

8. DISCLOSURE OF FINANCIAL INTEREST:

DISCLOSURE OF FINANCIAL INTEREST AND PROXIMITY INTEREST

Members must disclose the nature of their interest in matters to be discussed at the meeting.

Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting.

DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY

Members and staff must disclose their interest in matters to be discussed at the meeting in respect of which the Member or employee has given or will give advice.

9. REPORTS OF OFFICERS AND COMMITTEES:

9.1 DEPUTY CHIEF EXECUTIVE OFFICER:

9.1.1 List of Payments – November 2020

File Ref. No:	NA
Disclosure of Interest:	Nil
Date:	4 th December 2020
Author:	Nichole Gould
Attachments:	9.1.1A List of November 2020 Municipal Accounts 9.1.1.B Credit Card Transactions

Summary

Council is to review payments made under delegation in November 2020.

Background – Nil

Comment

Council is provided at Attachments 9.1.1A with a list of payments made from Council's bank account during the month of November 2020.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

Options

Council may resolve:

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

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council receives:

1. the List of Accounts paid in November 2020 under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996, including payments from Council's Municipal Fund totalling \$368,142.22 included at Attachment 9.1.1A; and
2. a summary of transactions completed on Credit Cards by Council Staff for the period ending 31st October 2020 included at Attachment 9.1.1B.

LIST OF NOVEMBER 2020 MUNICIPAL FUND ACCOUNTS

Chq/EFT	Description	Amount
02/11/2020	Police Licensing Payments	1,612.85
03/11/2020	Police Licensing Payments	237.60
04/11/2020	Police Licensing Payments	318.50
05/11/2020	Police Licensing Payments	302.75
06/11/2020	Police Licensing Payments	18.40
09/11/2020	Police Licensing Payments	740.40
09/11/2020	Interest on Graders	211.72
09/11/2020	Loan Repayment No. 63 Graders	3,502.56
10/11/2020	Police Licensing Payments	1,184.05
11/11/2020	Police Licensing Payments	570.90
11/11/2020	Rent for Grader Driver House	360.00
12/11/2020	Police Licensing Payments	1,810.10
13/11/2020	Police Licensing Payments	1,144.45
13/11/2020	Interest on Loan No. 64 Land	1,578.77
13/11/2020	Loan Repayment No. 64 Land	7,363.75
16/11/2020	Police Licensing Payments	266.30
17/11/2020	Police Licensing Payments	2,066.90
18/11/2020	Police Licensing Payments	1,530.15
19/11/2020	Police Licensing Payments	12,427.75
20/11/2020	Police Licensing Payments	2,277.30
23/11/2020	Police Licensing Payments	227.85
23/11/2020	Police Licensing Payments	-0.20
24/11/2020	Police Licensing Payments	394.20
25/11/2020	Rent for Grader Driver House	360.00
25/11/2020	Police Licensing Payments	820.50
26/11/2020	Police Licensing Payments	1244.10
27/11/2020	Police Licensing Payments	3039.80
28/11/2020	Police Licensing Payments	635.25
EFT5651	Design Fee - Realign power pole - Lord Street Popanyinning	1,320.00
EFT5652	Design Services for Independent Aged Living Units	19,563.50
EFT5653	Annual IT support service	34,469.16
EFT5654	Service on Pilot K30 Air Compressor	947.00
EFT5655	Service Bomag BW211D3 Vibe Roller 4,578hrs	1,262.23

Chq/EFT	Description	Amount
EFT5656	Monthly copier charges 20/09/2020 - 20/10/2020	778.74
EFT5657	Reimbursement of Internet	55.00
EFT5658	Monthly Debt Collection Charges	787.23
EFT5659	Change codes on digital lock by lock smith	450.00
EFT5660	Rates Incentive Prize 2020/21 - Gift Voucher Redemption	530.00
EFT5661	4 x Rubbish Bin locking device Galv	545.60
EFT5662	1 x Chainsaw course	270.00
EFT5663	10m x 100mm suction hose 1 x 100mm camlock type C 1x 100mm camlock type E 4 x clamps	441.08
EFT5664	5 x 300mm Blackmax Pipes, 3/9/20 1x 300mm x 30 degree elbow	2,398.00
EFT5665	Fix of Telephone Line	341.00
EFT5666	Bulk Diesel Supply and Delivery - 5,500L	5,746.77
EFT5667	Concreting the Blue tree with GP Cement	275.00
EFT5668	10 x long wheel studs and nuts to suit K hitch hubs	88.00
EFT5669	SLIP Subscription Service (Small) October 2020 - October 2021	2,449.46
EFT5670	Prepare Balance Sheet Workbook, assist with 2020 audit	5,424.00
EFT5671	Notice of Public Advertisement - Piggery at 16007 Narrogin Observer 22/10/2020	189.18
EFT5672	Install new toilet Cistern at CWA hall	346.50
EFT5673	Fitting of driving light bar and work lights to CN 2 light truck	3,764.02
EFT5674	Hire pad foot roller	10,516.00
EFT5675	Narrogin Observer Bush Fire Directory Advertisement 22 October 2020	180.00
EFT5676	Upgrade lighting Popo Hall	1,617.00

Chq/EFT	Description	Amount
EFT5677	Rates Incentive Prize 2020/21 - Gift Voucher Redeemed	50.00
EFT5678	supply and fit new rear tyres to John Deer tractor with loader	1,751.00
EFT5679	1x pair steel cap work boots	183.55
EFT5680	2 x headwalls to suit 1200mm x 300 mm box culverts	990.00
EFT5681	Traffic control for Cuballing East road tree mulching, 20- 42 3 x Traffic controllers x two vehicles + signage	18,278.05
EFT5682	Disposal of kerbside waste collection - September 2020	2,453.58
EFT5683	Repairs & maintenance to Cuballing Fire Truck	17,564.23
EFT5684	Freight Charges - Fox Globes	65.35
EFT5685	Clean Shire Office - Nov	825.00
EFT5686	Staff Uniforms – Admin Staff	796.80
EFT5687	2 x Pressure Safety Valves for Roller	242.76
EFT5688	Cuballing Rail Reserve Concept Design	13,569.96
EFT5719	Supply and install upgrade to Cuballing Tennis lights	37,627.48
EFT5720	October 2020 Building Forms	169.95
EFT5721	Provide Bacon & Egg Muffins & Coffee – National Road Safety Week Event	1,573.03
EFT5722	Excavator hire for culvert install	1,287.00
EFT5723	Pre-Employment Medical	220.00
EFT5724	Monthly Town Planning Consulting	2,159.30
EFT5725	Consultancy Application work for power at War Memorial Cuballing	825.00
EFT5726	Freight on two headwall Perth to Cuballing	151.58
EFT5727	Bulk Diesel Supply and Delivery	3,280.25
EFT5728	Rubbish removal - Recycling service	6,968.76
EFT5729	Safety equipment	1,643.30

Chq/EFT	Description	Amount
EFT5730	Freight Charges - Corsign	101.64
EFT5731	Supply Gravel	14,174.70
EFT5732	Account for October 2020 - Rakes	97.50
EFT5733	1 x Hydraulic hose	224.00
EFT5734	4 x brc6841 Howard blades	964.00
EFT5735	Bearings for road broom and dust covers	75.47
EFT5736	Supply labourer with HC License @ \$66Phr	2,770.90
EFT5737	5 x Boxes toilet rolls 5 x Hand towels 1 x 240 bin liners	618.00
EFT5738	1 x Blue top for refill of 9kg bottles /BBQ Gas	270.00
EFT5739	Electrical test and tag all Electrical equipment in all Shire Buildings	1,160.50
EFT5740	Catering	113.93
EFT5741	Repair tyre	235.00
EFT5742	Sand & Seal Cuballing Hall	8,933.00
EFT5743	Supply and install CCTV System	17,075.70
EFT5744	Workers Compensation Sub Full Audiological Assessment	204.05
EFT5745	Disposal of Popanyinning transfer station waste	2,672.36
EFT5746	Freight Charges - Quality Press	25.08
EFT5747	Tree Mulching Cuballing East road 18.11km.	35,628.02
EFT5748	Staff Uniform	39.20
EFT5749	Repairs to Giga prime mover wiring harness & servicing	6,174.70
EFT5750	Weighbridge Waste Management October 2020	44.00
EFT5751	Addressing Labels, Paper clips and Manilla Folders	69.60
20033	Building Permit - Shade Sails Lot 15785 Yornaning Road, Yornaning	245.70
20034	Mobile Enhanced SMS Message Harvest Ban Service	0.10

Chq/EFT	Description	Amount
20035	Monthly Electricity Charge Street Lightning x 42 Lights	3,270.08
20036	Groceries	258.00
20037	Service Charge - Shire Office	579.00
20038	Water Charges - Standpipe Francis Street	789.66
DD2457.1	Superannuation contributions	235.12
DD2457.2	Payroll deductions	5,590.19
DD2457.3	Superannuation contributions	173.56
DD2457.4	Superannuation contributions	518.62
DD2457.5	Superannuation contributions	478.47
DD2457.6	Superannuation contributions	130.84
DD2465.1	October Credit Card	3,518.22
DD2468.1	Monthly Internet Connection	89.99
DD2472.1	Superannuation contributions	235.12
DD2472.2	Payroll deductions	5,449.22
DD2472.3	Superannuation contributions	164.89
DD2472.4	Superannuation contributions	466.88
DD2472.5	Superannuation contributions	469.27
DD2472.6	Superannuation contributions	130.84
		368,142.22

CREDIT CARD TRANSACTIONS

Supplier	DETAIL OF PURCHASE	TOTAL
Department of Transport	Remake Vehicle Plates 0CN	122.50
Better Choice Fuel	Fuel for CEO vehicle	55.12
Department of Transport	New Vehicle Registration - 0CN	334.35
AIMS - Perth	Supervisors Training	1,290.00
Telrex Logan Holme	Replacement Commander Digital Phone	54.01
The West Classifieds	Death Notice	68.80
Department of Transport	Plate Change for Trade In Vehicle - Calais	28.60
Aussie Broadband	Monthly NBN Internet Connection	79.00
Damowest Plastics	COVID Shields for Front Counter	440.00
Parins	Insurance Excess for Isuzu Giga Repair	1,000.00
Shire of Dandaragan	Catering Costs WSN Workshop	15.84
Hancock and Sons	Popanyinning Tennis Court Shed Key Cut	30.00
GRAND TOTAL		3,518.22

9.1.2 Statement of Financial Activity

Applicant:	N/A
File Ref. No:	ADM214
Disclosure of Interest:	Nil
Date:	7 th December 2020
Author:	Bronwyn Dew, Deputy Chief Executive Officer
Attachments:	9.1.2A Statement of Financial Activity

Summary

Council is to consider the Statement of Financial Activity for November 2020.

Background

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

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

Comment

Operating Revenue key points include;

- General Purpose Funding – Rates were raised on 31st July 2020;
- Transport – MRWA Direct Grant amount received \$81,920;
- Transport – First 40% claim for Regional Road Group has been received;
- Transport – Roads to Recovery 2nd Quarter funding has been claimed;
- Recreation and Culture – Initial Yornaning Dam grant funding has been received;
- Financial Assistance Grants – 2nd Quarterly payment has been received;
- FESA – ESL grant funding – payment of 2020/21 grant has been received;
- Income from the sale of the Building Officers Vehicle has been received;
- Local Regional Community & Infrastructure Grant – Initial 50% received;
- National Road Safety Week Grant Funding of \$1,470 has been received;
- Community Amenities – Unbudgeted Planning income received;
- FESA overspend of \$19,387 from 2019/20 has been received; and
- Private Works – budgeted income underbudget.

Operating Expenses – The key items of variance include:

- Overall the month expenditure is below the YTD budget;
- Depreciation expenses underbudget as depreciation not yet run for 2020/21;
- Insurance expenses are overbudget as full amount paid for 2020/21 year; and
- Capital expenses are underbudget – due to timing of major projects.

Detailed breakdown of all variances provided in Note 2 of the Statement of Financial Activity.

Administration Allocations have been calculated to 30th November 2020.

Depreciation expense is calculated to 30th June 2020.

Strategic Implications – Nil

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Environmental Considerations – Nil

Consultation – Nil

Options

Council may resolve:

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

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That the Statement of Financial Activity, as included at Attachment 9.1.2A for the Shire of Cuballing for period ending 30th November 2020 be received.

SHIRE OF CUBALLING
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 30 November 2020

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

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MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 30 NOVEMBER 2020

INFORMATION

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 November 2020

Prepared by: Bronwyn Dew, Deputy Chief Executive Officer

Reviewed by: Gary Sherry, Chief Executive Officer

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34. Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

SIGNIFICANT ACCOUNTING POLICES

GOODS AND SERVICES TAX

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

CRITICAL ACCOUNTING ESTIMATES

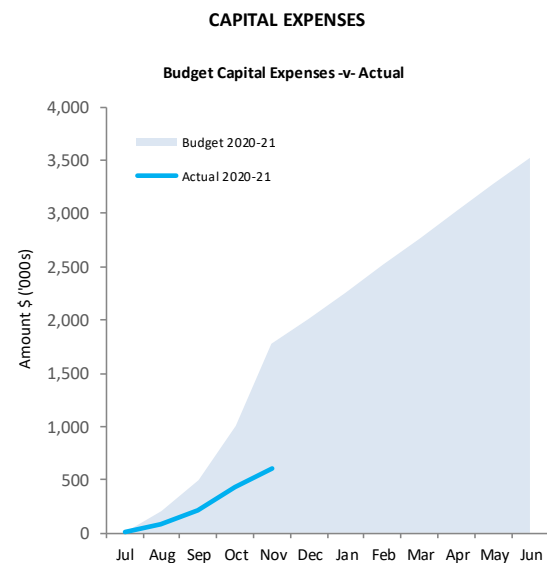
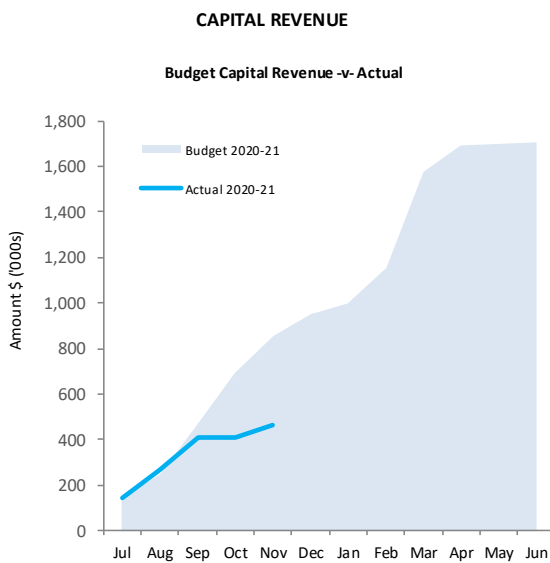
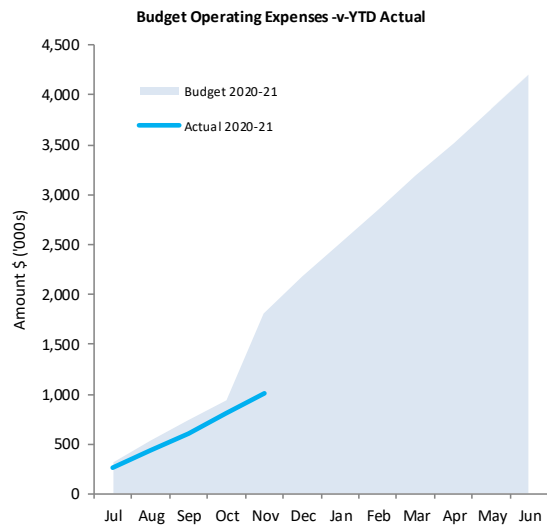
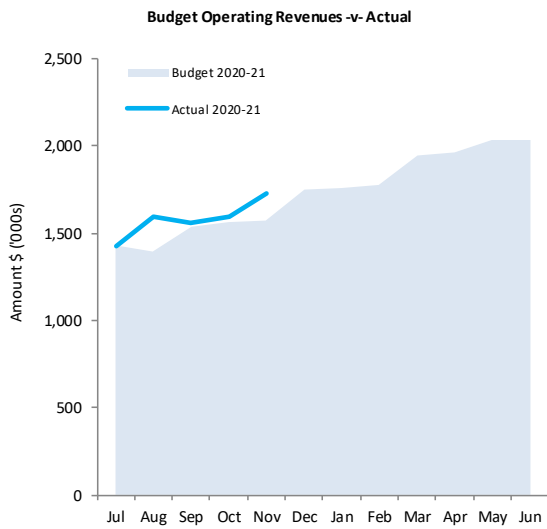
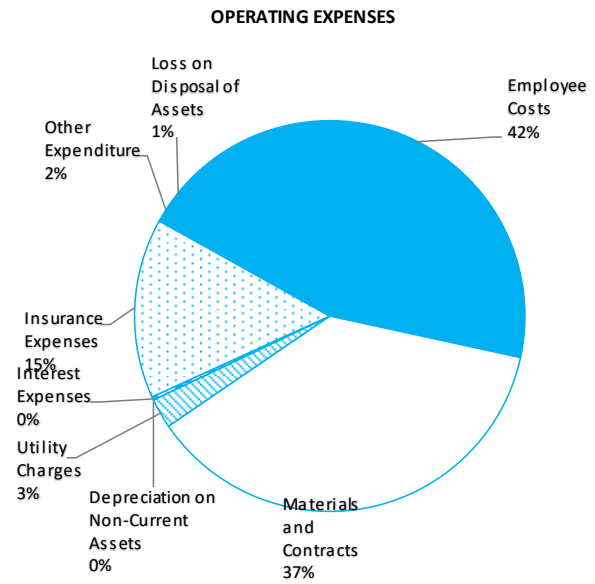
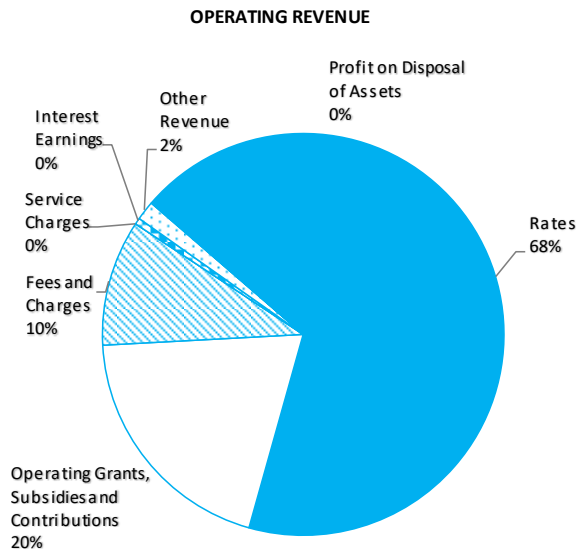
The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

SUMMARY GRAPHS



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

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 NOVEMBER 2020 STATUTORY REPORTING PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME	OBJECTIVE	ACTIVITIES
GOVERNANCE	Administration and operation of facilities and services to members of council, other costs that relate to tasks of elected members and ratepayers on matters which do not concern specific council activities	Complete Council meetings, Complete all Administration activities, Lobby other levels of government to support the aims of the Shire of Cuballing
GENERAL PURPOSE FUNDING	Rates, general purpose government grants and interest revenue	Manage Rates and collection. Maintain Property Data
LAW, ORDER, PUBLIC SAFETY	Supervision of various local laws, fire prevention, emergency services and animal control.	Provide ranger service, bush fire and emergency management
HEALTH	Inspections of septic and food control	Inspect food premises.
EDUCATION AND WELFARE	Support school activities	Provide activities of support of local schools
HOUSING	Provision and maintenance of staff housing	Provide staff & other housing
COMMUNITY AMENITIES	Operation of refuse sites, noise control and administration of Town Planning Scheme	Provision of waste & recycling services including the operation of the Cuballing & Popanyinning transfer stations. Also includes the provision of town planning services.
RECREATION AND CULTURE	Maintenance of halls, recreation centre and various reserves. Support library services in Narrogin.	Maintain halls & Civic buildings, parks and gardens and recreational facilities including managing the Dryandra Equestrian Centre lease.
TRANSPORT	Construction and maintenance of streets, roads, bridges, footpaths, drainage works, traffic signs, bus shelters and depot maintenance.	Maintain and protect local environmentally significant areas including the maintenance of Council roads and footpaths. Also includes the provision of vehicle licensing services.
ECONOMIC SERVICES	The regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control and standpipes.	Control of noxious weeds on council property, DrumMuster and provision of building registration services. Includes tourism and promotion and supporting the Dryandra Country Visitors Centre.
OTHER PROPERTY AND SERVICES	Private works operation, plant repairs and operation costs.	Includes private works, overhead and plant allocations and the provision of building surveying services.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

STATUTORY REPORTING PROGRAMS

	Ref Note	Annual Budget	YTD Budget	YTD Actual	Variance (\$)	Variance (%)	
		\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	1(b)	945,522	945,522	1,106,989	161,467	17%	
Revenue from operating activities							
General Purpose Funding	5	1,484,292	1,285,389	1,342,054	56,665	4%	
Governance		1,780	735	11,933	11,198	1,523%	▲
Law, Order and Public Safety		35,444	12,350	38,049	25,699	208%	▲
Health		800	330	536	206	62%	
Education and Welfare		1,000	415	0	(415)	(100%)	
Housing		4,680	1,950	1,980	30	2%	
Community Amenities		71,830	71,070	117,585	46,515	65%	▲
Recreation and Culture		25,150	20,335	14,354	(5,982)	(29%)	▼
Transport		283,262	133,915	171,400	37,485	28%	▲
Economic Services		38,650	11,755	11,253	(502)	(4%)	
Other Property and Services		92,000	35,580	20,639	(14,941)	(42%)	▼
		2,038,888	1,573,824	1,729,782			
Expenditure from operating activities							
General Purpose Funding		(78,415)	(32,665)	(40,234)	(7,569)	(23%)	▼
Governance		(131,679)	(91,804)	(74,166)	17,638	19%	▲
Law, Order and Public Safety		(182,585)	(82,673)	(87,756)	(5,083)	(6%)	
Health		(45,440)	(21,920)	(23,507)	(1,587)	(7%)	
Education and Welfare		(21,728)	(9,035)	(10,634)	(1,599)	(18%)	
Housing		(37,745)	(15,700)	(9,942)	5,758	37%	▲
Community Amenities		(337,403)	(140,485)	(158,225)	(17,740)	(13%)	▼
Recreation and Culture		(380,209)	(160,092)	(130,443)	29,649	19%	▲
Transport		(2,770,985)	(1,109,315)	(345,172)	764,143	69%	▲
Economic Services		(152,740)	(67,305)	(76,472)	(9,167)	(14%)	▼
Other Property and Services		(59,000)	(82,346)	(57,379)	24,967	30%	▲
		(4,197,928)	(1,813,340)	(1,013,928)			
Operating activities excluded from budget							
Add Back Depreciation		1,962,282	817,585	0	(817,585)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	6	155,513	19,440	12,581	(6,859)	(35%)	▼
Adjust Provisions and Accruals		0	0	0	0		
Amount attributable to operating activities		(41,245)	597,510	728,435			
Investing Activities							
Non-operating Grants, Subsidies and Contributions	10	1,702,022	856,299	446,570	(409,729)	(48%)	▼
Proceeds from Disposal of Assets	6	138,000	46,000	48,305	2,305	5%	
Land Held for Resale		0	0	0	0		
Capital Acquisitions	7	(3,530,068)	(1,777,224)	(608,216)	1,169,008	66%	▲
Amount attributable to investing activities		(1,690,046)	(874,925)	(113,340)			
Financing Activities							
Proceeds from New Debentures		310,000	310,000	0	(310,000)	(100%)	▼
Repayment of Debentures	8	(57,073)	(24,749)	(24,749)	0	0%	
Transfer from Reserves	9	551,774	0	0	0		
Transfer to Reserves	9	(17,545)	(3,310)	(3,310)	0	0%	
Amount attributable to financing activities		787,156	281,941	(28,059)			
Wardering Road Bridge Widening							
Closing Funding Surplus(Deficit)	1(b)	1,387	950,048	1,694,025			

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.

The material variance adopted by Council for the 2020/21 year is \$5,000 or 10% whichever is the greater.

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

KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 NOVEMBER 2020

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

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

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

FEES AND CHARGEES

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

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

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

OTHER REVENUE / INCOME

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

EXPENSES

EMPLOYEE COSTS

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

MATERIALS AND CONTRACTS

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

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

INSURANCE

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

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

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

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

BY NATURE OR TYPE

	Ref Note	Annual Budget	YTD Budget	YTD Actual	Variance (\$)	Variance (%)	
		\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	1(b)	945,522	945,522	1,106,989	161,467	17%	▲
Revenue from operating activities							
Rates	5	1,171,584	1,178,439	1,175,671	(2,768)	(0%)	
Operating Grants, Subsidies and Contributions	10	615,168	243,965	342,299	98,334	40%	▲
Fees and Charges		166,672	109,790	175,229	65,439	60%	▲
Interest Earnings		20,800	8,655	8,861	206	2%	
Other Revenue		64,665	32,975	26,849	(6,126)	(19%)	▼
Profit on Disposal of Assets	6	0	0	874	874		
		2,038,888	1,573,824	1,729,782			
Expenditure from operating activities							
Employee Costs		(996,469)	(418,655)	(426,124)	(7,469)	(2%)	
Materials and Contracts		(804,728)	(365,220)	(375,675)	(10,455)	(3%)	
Utility Charges		(67,601)	(28,090)	(25,038)	3,052	11%	
Depreciation on Non-Current Assets		(1,962,282)	(817,585)	0	817,585	100%	▲
Interest Expenses		(5,383)	(2,240)	(2,765)	(525)	(23%)	
Insurance Expenses		(147,848)	(133,150)	(150,955)	(17,805)	(13%)	▼
Other Expenditure		(58,105)	(28,960)	(19,917)	9,043	31%	▲
Loss on Disposal of Assets	6	(155,513)	(19,440)	(13,455)	5,985		
		(4,197,928)	(1,813,340)	(1,013,928)			
Operating activities excluded from budget							
Add back Depreciation		1,962,282	817,585	0	(817,585)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	6	155,513	19,440	12,581	(6,859)	(35%)	▼
Adjust Provisions and Accruals		0	0	0	0		
Amount attributable to operating activities		(41,245)	597,510	728,435			
Investing activities							
Non-operating grants, subsidies and contributions	10	1,702,022	856,299	446,570	(409,729)	(48%)	▼
Proceeds from Disposal of Assets	6	138,000	46,000	48,305	2,305	5%	
Land held for resale		0	0	0	0		
Capital acquisitions	7	(3,530,068)	(1,777,224)	(608,216)	1,169,008	66%	▲
Amount attributable to investing activities		(1,690,046)	(874,925)	(113,340)			
Financing Activities							
Proceeds from New Debentures		310,000	310,000	0	(310,000)	(100%)	▼
Repayment of Debentures	8	(57,073)	(24,749)	(24,749)	0	0%	
Transfer from Reserves	9	551,774	0	0	0		
Transfer to Reserves	9	(17,545)	(3,310)	(3,310)	0	0%	
Amount attributable to financing activities		787,156	281,941	(28,059)			
Closing Funding Surplus (Deficit)	1(b)	1,387	950,048	1,694,025			

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.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

SIGNIFICANT ACCOUNTING POLICIES

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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES
NOTE 1(b)
ADJUSTED NET CURRENT ASSETS

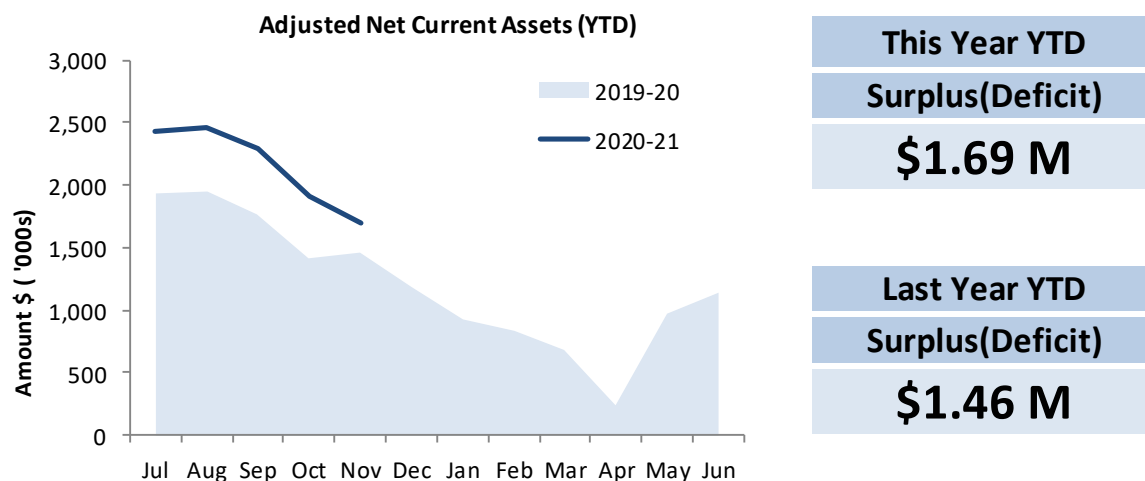
		Last Years Closing 30 June 2020	This Time Last Year 30 Nov 2019	Year to Date Actual 30 Nov 2020
Adjusted Net Current Assets				
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	1,008,179	1,318,483	1,496,991
Cash Restricted	3	1,316,404	1,583,542	1,319,714
Receivables - Rates	4	101,076	195,801	182,209
Receivables - Other	4	113,119	23,806	11,573
Loans receivable		0	0	0
ATO Receivable		51	17,157	27,200
Inventories		6,061	8,986	6,061
		2,544,890	3,147,775	3,043,749
Less: Current Liabilities				
Payables		(119,366)	(73,941)	(6,253)
ATO Payables		0	(25,568)	(18,953)
Provisions - employee		(196,543)	(209,084)	(196,543)
Long term borrowings		(57,073)	(31,094)	(32,324)
Bonds & Deposits		(2,131)	60	(4,804)
		(375,113)	(339,687)	(258,877)
Unadjusted Net Current Assets		2,169,777	2,808,088	2,784,872
Adjustments and exclusions permitted by FM Reg 32				
Less: Cash reserves	3	(1,316,404)	(1,583,542)	(1,319,714)
Less: Loans receivable		0	0	0
Add: Provisions - employee		196,543	209,084	196,543
Add: Long term borrowings		57,073	31,094	32,324
Adjusted Net Current Assets		1,106,989	1,464,724	1,694,025

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.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**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 budget materially.

The material variance adopted by Council for the 2020/21 year is \$5,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Variance	Timing/ Permane	Explanation of Variance
	\$	%			
Revenue from operating activities					
Governance	11,198	1,523%	▲	Permanent	Insurance reimbursement for truck hire & Trainee Subsidy
General Purpose Funding	56,665	4%		Timing	2nd Quarter Grant Commission funding received
Law, Order and Public Safety	25,699	208%	▲	Permanent	Received income - FESA overspend from 2019/20
Health	206	62%		Timing	Not Material
Education and Welfare	(415)	(100%)		Timing	Not Material
Housing	30	2%		Timing	Not Material
Community Amenities	46,515	65%	▲	Permanent	Income from planning application
Recreation and Culture	(5,982)	(29%)	▼	Timing	Timing of grant income payments
Transport	37,485	28%	▲	Timing	2nd Quarter Local Roads Grant received
Economic Services	(502)	(4%)		Timing	Not Material
Other Property and Services	(14,941)	(42%)	▼	Timing	Private Works income less than budgeted
Expenditure from operating activities					
Governance	17,638	19%	▲	Timing	Administration costs down, Depreciation not run
General Purpose Funding	(7,569)	(23%)	▼	Timing	Debt collection costs. (recoverable costs) Repairs to Fire Vehicles over budget, Depreciation not yet run for 2020/21
Law, Order and Public Safety	(5,083)	(6%)		Timing	Administration costs for Health
Health	(1,587)	(7%)		Timing	Repairs to Bus Shelter (Insurance Claim)
Education and Welfare	(1,599)	(18%)		Permanent	Depreciation not yet run for 2020/21
Housing	5,758	37%	▲	Timing	Planning costs
Community Amenities	(17,740)	(13%)	▼	Permanent	Depreciation not yet run for 2020/21
Recreation and Culture	29,649	19%	▲	Timing	Depreciation on roads & bridges not run for 2020/21, road maintenance costs down
Transport	764,143	69%	▲	Timing	Standpipe costs over budget
Economic Services	(9,167)	(14%)	▼	Timing	Depreciation not yet run for 2020/21
Other Property and Services	24,967	30%	▲	Timing	
Investing Activities					
Non-operating Grants, Subsidies and Contributions	(409,729)	(48%)	▼	Timing	Timing of grant income; Aged persons units, Roads to recovery
Proceeds from Disposal of Assets	2,305	5%		Timing	Relates to timing of plant changeover
Land Held for Resale	0				Not Applicable
Capital Acquisitions	1,169,008	66%	▲	Timing	Capital works program & Plant purchases
Financing Activities					
Proceeds from New Debentures	(310,000)	(100%)	▼	Timing	Aged Persons Accommodation
Transfer from Reserves	0			Timing	Not material
Repayment of Debentures	0	0%		Timing	Not material
Transfer to Reserves	0	0%		Timing	Not material

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

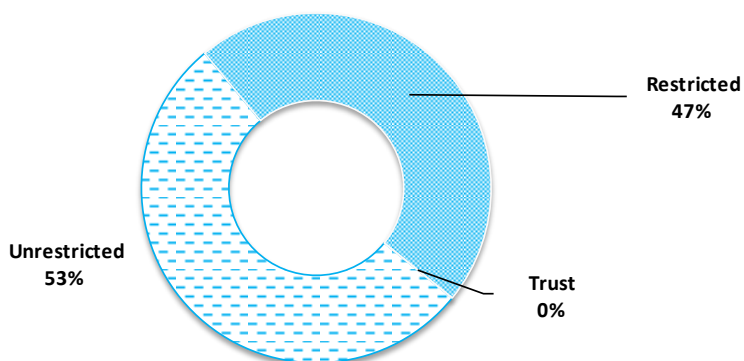
Cash and Investments	Unrestricted	Restricted	Trust	Total	Institution	Interest Rate	Maturity Date
				YTD Actual			
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash and Floats	700			700	NAB	0.00%	At Call
At Call Deposits							
Municipal Fund	1,496,291			1,496,291	NAB	0.00%	At Call
Term Deposits							
Reserve Funds		1,319,714		1,319,714	NAB	0.80%	10-Jan-21
Total	1,496,991	1,319,714	0	2,816,705			

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION

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



Total Cash	Unrestricted
\$2.82 M	\$1.5 M

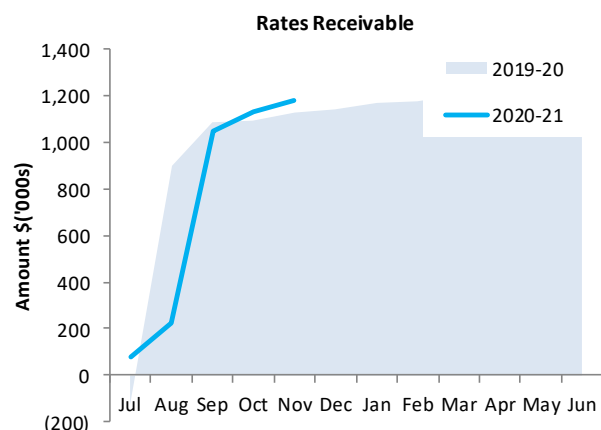
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

Rates Receivable	30 June 2020	30 Nov 20
	\$	\$
Opening Arrears Previous Year:	63,701	101,076
Levied this year	1,258,745	1,260,109
Less Collections to date	(1,221,370)	1,178,976
Equals Current Outstanding	101,076	182,209
Net Rates Collectable	101,076	182,209
% Collected	91.97%	85.54%

KEY INFORMATION

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



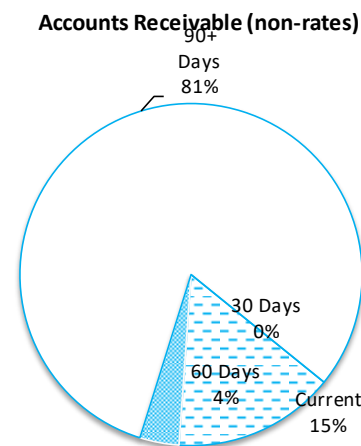
Collected	Rates Due
86%	\$182,209

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	826	0	200	4,373	5,399
Percentage	15%	0%	4%	81%	
Balance per Trial Balance					
Sundry debtors					11,573
GST receivable					27,200
Total Receivables General Outstanding					38,774

Amounts shown above include GST (where applicable)

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$38,774
Over 30 Days
85%
Over 90 Days
81%

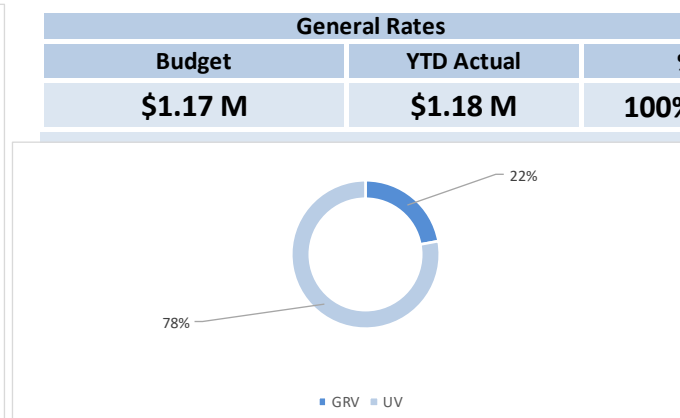
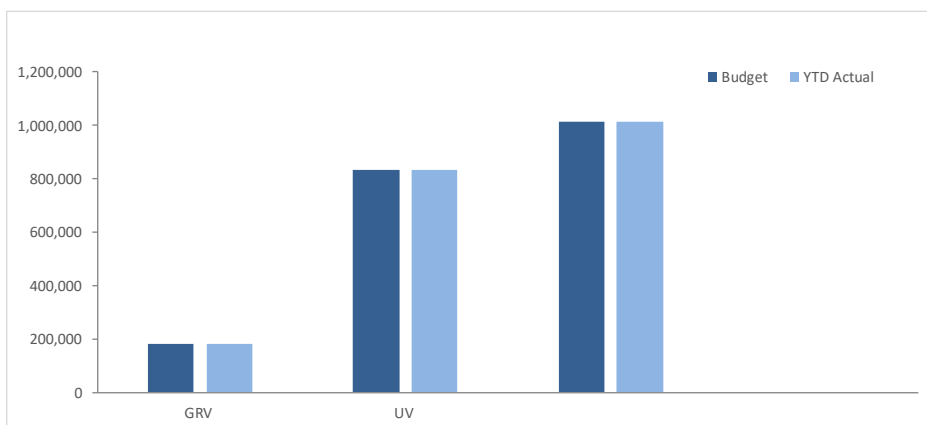
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES
NOTE 5
RATE REVENUE

General Rate Revenue	Annual Budget							YTD Actual			
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE	\$			\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV	0.0770	187	2,350,114	180,888	0	0	180,888	180,888	0	0	180,888
UV	0.0068	181	122,755,879	835,231	0	0	835,231	835,231	0	0	835,231
Sub-total		368	125,105,993	1,016,119	0	0	1,016,119	1,016,119	0	0	1,016,119
Minimum	\$										0
GRV	690	142		97,980	0	0	97,980	97,980	0	0	97,980
UV	930	157		146,010	0	0	146,010	146,010	0	0	146,010
		299	0	243,990	0	0	243,990	243,990	0	0	243,990
Sub-Totals		667	125,105,993	1,260,109	0	0	1,260,109	1,260,109	0	0	1,260,109
Discount							(76,775)				(82,016)
Concession / Write Offs							(7,000)				(120)
COVID Subsidy							(5,000)				(2,773)
Interim Rates							250				0
Ex-Gratia Rates							446				469
Amount from General Rates							1,171,584				1,175,670
Ex-Gratia Rates											0
Total General Rates							1,171,584				1,175,670

SIGNIFICANT ACCOUNTING POLICIES

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

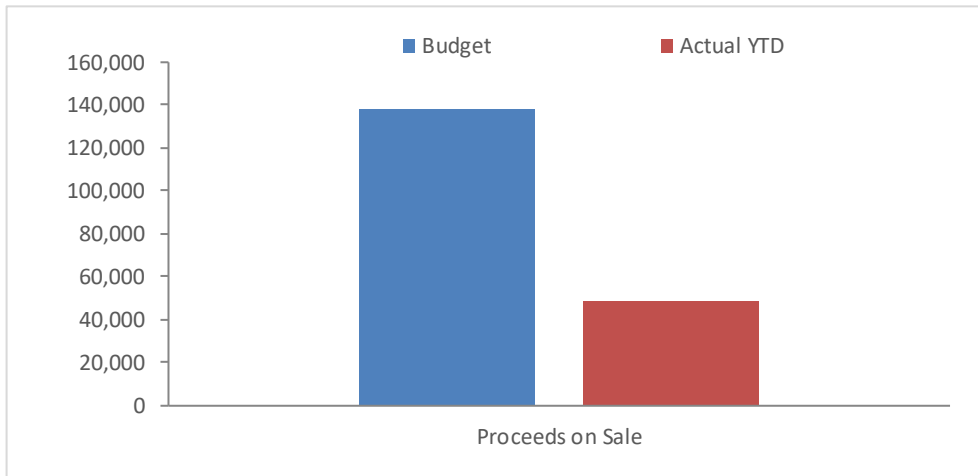


NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

Attachment 9.1.2A
OPERATING ACTIVITIES
NOTE 6
DISPOSAL OF ASSETS

Asset Ref.	Asset Description	Amended Budget				YTD Actual		
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit
		\$	\$	\$	\$	\$	\$	\$
1	Komatsu Grader	232,500	90,000		(142,500)			0
10100	CEO Vehicle	28,127	17,000		(11,127)	14,545		(13,455)
15	CN027 Holden Colorado Ute 4X4	32,886	31,000		(1,886)	33,760	874	
		293,513	138,000	0	(155,513)	48,305	874	(13,455)

KEY INFORMATION



Proceeds on Sale		
Budget	YTD Actual	%
\$138,000	\$48,305	35%

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

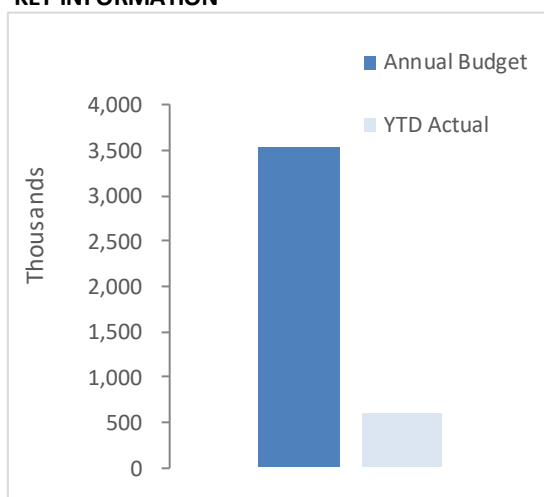
INVESTING ACTIVITIES
NOTE 7
CAPITAL ACQUISITIONS

Capital Acquisitions	Amended		YTD Actual Total	YTD Budget Variance
	Annual Budget	YTD Budget		
	\$	\$	\$	\$
Land & Buildings	1,518,697	632,750	66,850	565,900
Plant & Equipment	494,424	494,424	78,169	416,255
Furniture & Equipment	0	0	0	0
Roads	1,336,233	556,645	410,189	146,456
Recreation	31,065	31,065	33,416	(2,351)
Parks, Gardens, Recreation Facilities	112,150	46,720	3,872	42,848
Other Infrastructure	37,500	15,620	15,720	(100)
Capital Expenditure Totals	3,530,068	1,777,224	608,216	1,169,008
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	1,702,022	856,299	446,570	(409,729)
Borrowings	310,000	310,000	0	(310,000)
Other (Disposals & C/Fwd)	138,000	46,000	48,305	2,305
Cash Backed Reserves				
Infrastructure Reserve	329,311	0	0	0
Pensioner Unit Maintenance Reserve	0	0	0	0
Plant Replacement Reserve	40,000	0	0	0
Contribution - operations	1,010,735	564,925	113,340	(451,585)
Capital Funding Total	3,530,068	1,777,224	608,216	(1,169,008)

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$3.53 M	\$.61 M	17%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$1.7 M	\$.45 M	26%

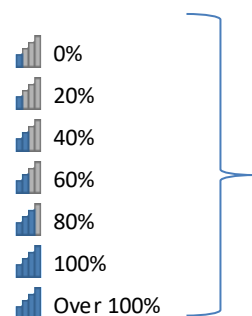
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

INVESTING ACTIVITIES
NOTE 7

CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure Total

Level of Completion Indicators
























Percentage YTD Actual to Annual Budget

Expenditure over budget highlighted in red.

Level of completion indicator

	Acc / Job	Annual Budget	YTD Budget	YTD Actual	Variance
Capital Expenditure					
Land					
Cuballing Railway Reserve Design	C176A	30,000	12,500	20,336	(7,836)
Buildings					
Administration Building Disabled Access	J4114C	62,833	26,180	0	26,180
Building Renewal - Cuballing Memorial Park	C176	99,309	41,365	2,475	38,890
Cuballing Town Hall Drainage	C162A	25,879	10,765	0	10,765
Cuballing Town Hall - Paint Exterior	C162B	14,400	6,000	0	6,000
Cuballing Cemtery Upgrade 2019/20	C161	5,000	2,080	0	2,080
Popanyinning Main Street Refurbishment	C193	73,800	30,750	20,040	10,710
Aged Persons Accommodation	C084	1,207,475	503,110	21,399	481,711
Fire Shed Extension - Carry over 2019/20	05140	0	0	2,599	(2,599)
Total Land & Buildings		1,518,697	632,750	66,850	565,900

Plant & Equipment						
	Grader	✓ 12412	395,000	395,000	0	395,000
	Rake For Loader	✓ 12410	18,500	18,500	18,500	0
	Two Way System	✓ 12411	20,000	20,000	0	20,000
	CEO Vehicle	✓ 12405	55,924	55,924	55,171	753
	Tank for Depot	✓ 12413	5,000	5,000	4,498	502
	Total Plant & Equipment		494,424	494,424	78,169	416,255
Furniture & Equipment						
	Nil		0	0	0	0
	Total Furniture & Equipment		0	0	0	0
Infrastructure - Roads						
	RRG - Narrogin Wandering Road	R129B	158,635	66,080	33,298	32,782
	RRG - Stratherne Road 20/21	R001C	150,944	62,875	9,737	53,138
	RRG - Wandering Narrogin Road	R129D	350,069	145,850	23,627	122,223
	RTR - Popanyinning East Road Gravel Sheeting	RTR004	76,266	31,765	31,790	(25)
	RTR - Reeds Road Gravel Sheeting	RTR017	63,335	26,370	0	26,370
	RTR - Wandering Narrogin Road - Final Seal Stevens Road	RTR129	6,804	2,835	0	2,835
	BS - Narrogin Wandering Road Black Spot	BS129	472,670	196,935	142,267	54,668
	Congelin Road Culvert Renewal	CUL029	35,856	14,925	32,861	(17,936)
	Popanyinning East Road Drainage	R004H	21,654	9,010	3,664	5,346
	WSFN - Cuballing East Road	WSF006	0	0	132,945	(132,945)
	Total Road Infrastructure		1,336,233	556,645	410,189	279,401
Recreation						
	Tennis Club Lighting Upgrade	11128	31,065	31,065	33,416	(2,351)
	Total Recreation		31,065	31,065	33,416	(2,351)
Parks, Ovals & Playgrounds						
	Yornaning Dam - Stage 3	C189	77,150	32,140	3,627	28,513
	Yornaning Dam - Shade Sails	C195	35,000	14,580	246	14,334
	Total Parks, Ovals & Playgrounds		112,150	46,720	3,872	42,848
Other Infrastructure						
	Bridge Improvements - Capital Upgrade	11214	30,000	12,495	15,720	(3,225)
	Transfer Station Bin Lids	C163	7,500	3,125	0	3,125
	Total Other Infrastructure		37,500	15,620	15,720	(100)
	TOTAL CAPITAL EXPENDITURE		3,530,068	1,777,224	608,216	1,301,953

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

FINANCING ACTIVITIES

NOTE 8

BORROWINGS

Information on Borrowings Particulars	2019/20	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transport									
Loan 63 - Graders	71,505	0	0	17,385	42,266	68,053	29,239 0	1,186	2,305
Economic Services									
Loan 64 - Lot 74 Austral St	145,509			7,364	14,807	145,509	138,145	1,579	3,078
Education and Welfare									
Loan 65 - Aged Persons Housing			310,000				310,000		
Total	217,014	0	310,000	24,749	57,073	213,562	477,384	2,765	5,383

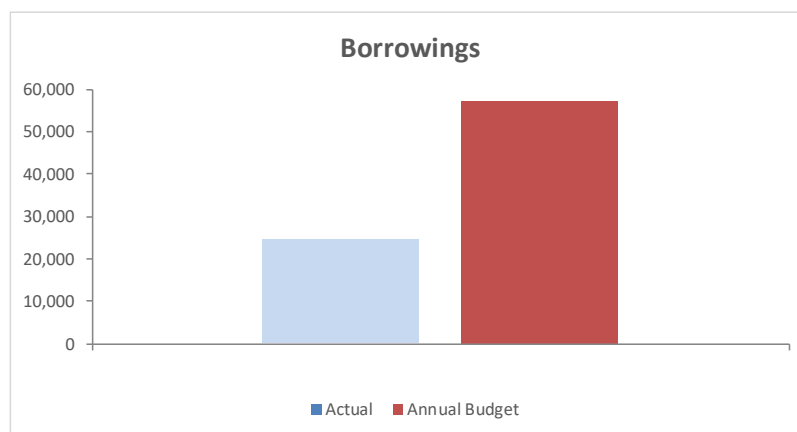
All debenture repayments were financed by general purpose revenue.

SIGNIFICANT ACCOUNTING POLICIES

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



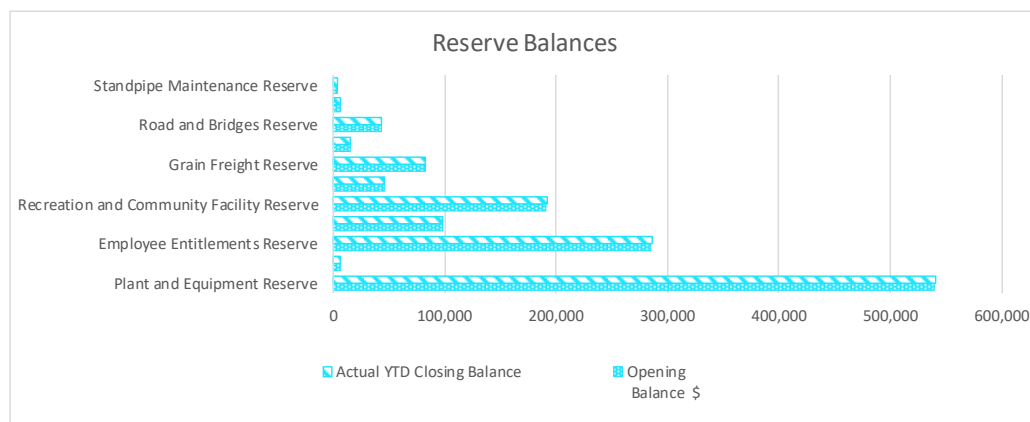
Principal Repayments	\$24,749
Interest Earned	\$8,861
Interest Expense	\$2,765
Reserves Bal	Loans Due
\$1.32 M	\$0.21 M

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

Cash Backed Reserve

Reserve Name	Opening	Budget Interest	Actual Interest	Budget Transfers	Actual Transfers	Budget Transfers	Actual Transfers	Budget Closing	Actual YTD
	Balance	Earned	Earned	In (+)	In (+)	Out (-)	Out (-)	Balance	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant and Equipment Reserve	538,714	4,728	1,312		1,312	(329,311)		214,131	540,026
IT and Office Equipment Reserve	6,721	147	23		23	0		6,868	6,744
Employee Entitlements Reserve	284,971	2,598	701		701	(20,000)		267,569	285,672
Housing Reserve	97,840	754	231		231	(40,000)		58,594	98,071
Recreation and Community Facility Reserve	191,187	2,596	532		532	(129,309)		64,474	191,719
Refuse Site Reserve	45,216	841	142		142	(7,500)		38,557	45,358
Grain Freight Reserve	82,825	672	198		198	0		83,497	83,023
Equestrian Reserve	14,769	42	30	4,545	30	0		19,356	14,799
Road and Bridges Reserve	43,361	603	122		122	(21,654)		22,310	43,483
Community & Sporting Club Reserve	6,725	3	12		12	(4,000)		2,728	6,737
Standpipe Maintenance Reserve	4,075	16	9		9	0		4,091	4,084
	1,316,404	13,000	3,310	4,545	3,310	(551,774)	0	782,175	1,319,714

KEY INFORMATION



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

Attachment 9.1.2A

NOTE 10

GRANTS AND CONTRIBUTIONS

Grants and Contributions

Description	Annual Budget	YTD Budget	YTD Actual	Variance
Operating grants, subsidies and contributions				
General Purpose Funding				
Grants Commission - General Purpose	279,962	93,320	138,041	44,721
Governance				
Insurance - February Storm Damage	7,250	3,020	7,166	4,146
Insurance & Other Reimbursements	0	0	0	0
Department Primary Industries & Regional Development	0	0	0	0
Law, Order & Public Safety				
DFES - Bush Fire Brigades	32,194	11,000	34,591	23,591
Education & Welfare				
Good Things Foundation	1,000	415	0	(415)
Housing				
Rental Income	0	0	1,980	1,980
Community Amenities				
Other Income - Reimbursements	0	0	38	38
Recreation & Culture				
Sport & Recreation	0	0	0	0
Transport				
Main Roads - RRG	0	0	0	0
Main Roads - Direct Grant	81,920	81,920	81,920	0
Grants Commission - Roads Component	191,342	47,835	76,181	28,346
Economic Services				
Community Events	6,500	2,705	1,470	(1,235)
Other Property & Services				
Workers Compensation	15,000	3,750	912	(2,838)
Operating grants, subsidies and contributions Total	615,168	243,965	342,299	98,334
Non-operating grants, subsidies and contributions				
Education & Welfare				
Aged Person Accommodation Funding	443,223	221,612	0	(221,612)
Recreation & Culture				
Yornaning Dam Stage 3	53,130	22,135	10,000	(12,135)
CSRFF (Tennis Club Lighting)	10,355	10,355	0	(10,355)
Transport				
Main Roads - RRG	380,763	266,000	133,584	(132,416)
Roads to Recovery (RTR)	211,000	70,000	36,790	(33,210)
Black Spot (BS)	355,783	142,313	142,312	(1)
Other Infrastructure				
Community Infrastructure Grants	247,768	123,884	123,884	0
Non-operating grants, subsidies and contributions Total	1,702,022	856,299	446,570	(409,729)
Grand Total	2,317,190	1,100,264	788,869	(311,395)

KEY INFORMATION

Some reclassification between Operating & Capital grants, contributions & reimbursements is required

9.1.3 Sale of Property – Outstanding Rates

Applicant: N/A
File Ref. No: ADM132
Disclosure of Interest: Nil
Date: 7th December 2020
Author: Bronwyn Dew, Deputy Chief Executive Officer
Attachments: Nil

Summary

Council is to consider the sale of the property 202 Cuballing East Road, Cuballing to recover the costs of unpaid Rates and charges.

Background

The Rates on the vacant land at 202 Cuballing East Road, Cuballing have not been paid in full on this property since 2016. The owner of this property does not reside within the Shire of Cuballing.

Total outstanding as at 1 November 2020 is \$6,636.34. This amount is made up of:

Rates 2020/21	\$690.00
Rates Previous Years	\$1,605.22
ESL Current	\$84.00
ESL Penalty Current	\$7.05
ESL Arrears	\$166.00
ESL Penalty Arrears	\$26.66
Penalty Interest	\$669.26
Legal Charges	\$3,388.15

Council's debt collection agency, Cloud Payment Group, has tried to recover this debt by issuing a Property Seizure and Sale Order (PSSO) for goods. This was not successful as the owner of the property did not have sufficient goods that could be seized to cover the debt.

As all other avenues for collecting the outstanding debt have been exhausted Cloud Payment Group have recommended that Council apply the option of a 3 year land transfer under Section 6.64 (1) (b) of the Local Government Act.

Council can choose to sell the property via public auction for whatever price Council deems fit or the land can be transferred to the Shire of Cuballing.

Comment

Taking possession of any property to recover unpaid rates and service charges is a course of action that the Council normally prefers not to take; however, other legal proceedings have not been successful in this case.

Whilst the owner has been provided ample opportunity to make payment in the past, a further opportunity exists for the owner to pay outstanding rates and charges in full or to commence a suitable payment plan in order to stop the transfer of land.

Council's Rates Department will be handling all matters in relation to the transfer of the property in conjunction with the Chief Executive Officer and Council's debt recovery agents. Costs to transfer the property will be incurred and is expected to be an additional \$3,000. The process can take up to 18 months to complete.

Strategic Implications — Nil

Statutory Environment

Local Government Act 1995

Section 6.64 – Actions to be taken

- (1) If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —
 - (a) from time to time lease the land; or
 - (b) sell the land; or
 - (c) cause the land to be transferred to the Crown; or
 - (d) cause the land to be transferred to itself.
- (2) On taking possession of any land under this section, the local government is to give to the owner of the land such notification as is prescribed and then to affix on a conspicuous part of the land a notice, in the form or substantially in the form prescribed.
- (3) Where payment of rates or service charges imposed in respect of any land is in arrears the local government has an interest in the land in respect of which it may lodge a caveat to preclude dealings in respect of the land, and may withdraw caveats so lodged by it.

* Absolute majority required.

Section 6.68 – Exercise of power to sell land

- (1) Subject to subsection (2), a local government is not to exercise its power under section 6.64(1)(b) (in this Subdivision and Schedule 6.3 referred to as the power of sale) in relation to any land unless, within the period of 3 years prior to the exercise of the power of sale, the local government has at least once attempted under section 6.56 to recover money due to it.
- (2) A local government is not required to attempt under section 6.56 to recover money due to it before exercising the power of sale where the local government —
 - (a) has a reasonable belief that the cost of the proceedings under that section will equal or exceed the value of the land; or
 - (b) having made reasonable efforts to locate the owner of the property is unable to do so.
- (3A) A local government is to ensure that a decision to exercise a power of sale without having, within the period of 3 years prior to the exercise of the power of sale, attempted under section 6.56 to recover the money due to it and the reasons for the decision are recorded in the minutes of the meeting at which the decision was made.
- (3) Schedule 6.3 has effect in relation to the exercise of the power of sale.

Section 6.69 – Right to pay rates, service charges and costs, and stay proceedings

- (1) Up to 7 days prior to the time of the actual sale of any land for non payment of rates or service charges a person having an estate or interest in the land may pay the rates or service charges and the costs and expenses incurred to that time in proceedings relating to the proposed sale.
- (2) At any time after the 7 days referred to in subsection (1) but prior to the time of the actual sale of any land the local government may, upon such terms and conditions as are agreed between the parties, accept payment of the outstanding rates or service charges.
- (3) On payment being made under subsection (1) or (2) the proceedings relating to the proposed sale are stayed and the local government is required to make such notifications and take such measures as are prescribed in relation to the payment and the cancellation of the proposed sale.

Policy Implications – Nil

Financial Implications

The successful auction or transfer of this property would provide funds to meet the outstanding Rates, penalty interest and costs of recovery processes. Any costs incurred as a result of this process would be borne by the Shire of Cuballing.

Economic Implication – Nil

Environmental Considerations — Nil

Consultation

Cloud Payment Group

Options

Council may resolve:

1. the Officer's Recommendation;
2. to seize the land and lease it to recover outstanding Rates; or
3. defer this matter and seek further information.

Voting Requirements – Absolute Majority

OFFICER'S RECOMMENDATION:

That Council:

1. pursuant to Section 6.64(1)(b) of the Local Government Act 1995, proceed with the sale by public auction of 202 Cuballing East Road Cuballing WA 6311 which has rates and services in arrears for 3 or more years;
2. should the sale by public auction of 202 Cuballing East Road Cuballing WA 6311 be unsuccessful then pursuant to Section 6.64(1)(d) of the Local Government Act 1995, proceed with the transfer of that property to the Shire of Cuballing; and
3. delegate authority to the Chief Executive Officer to complete these transactions.

9.1.4 Provision of Online Licensing Services – Variation and Extension of Agreement

Applicant:	N/A
File Ref. No:	ADM56
Disclosure of Interest:	Nil
Date:	4 th December 2020
Author:	Bronwyn Dew
Attachments:	9.1.4A DOT964017 Agreement for the Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008
	9.1.4B DOT964017 Agreement for the Provision of Non Road Law Functions in Shire of Cuballing.

Summary

Council is to consider variations and the extension of the agreement with the Department of Transport for the Shire of Cuballing to continue to provide online licencing services.

Background

The current agreement for the provision of online licencing services for the Shire of Cuballing expires on the 31st December 2020.

On 23rd October 2020 the Department of Transport Director of Commercial Management contacted the Shire of Cuballing by mail and advised that the Shire of Cuballing will be offered a six (6) month extension to the existing agreement while Department of Transport finalise a review of the existing agreement and commission rates paid to agents.

In addition the Department of Transport is seeking to vary the agreement to accommodate additional transactions related to the National Disability Insurance Scheme (NDIS) which are anticipated to commence in February 2021 with the proclamation of the relevant legislation. Training for agent personnel undertaking the NDIS transactions is planned for delivery in December 2020 and January 2021.

Comment

Council received the Variation and Extension beyond the term of Agreement NO. DOT96407 Tuesday 24th November 2020 with a request to have the variation to the agreement returned by 31st December 2020.

The variation agreement is in two parts:

1. DOT964017 Variation and extension to the agreement for the Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008 included at Attachment 9.1.4A. This relates to all vehicle licencing transactions.
2. DOT964017 Variation and extension to the agreement for the provision of non–road law functions in Shire of Cuballing included at Attachment 9.1.4B. This agreement relates to all other transactions.

The Shire of Cuballing has provided this valuable service to the Shire of Cuballing community for many years and it is recommended that the extension to the agreement be accepted for a further six (6) month term.

Strategic Implications – Nil
Statutory Environment – Nil

Policy Implications – Nil

Financial Implications

Council has budgeted in 2020/21 to receive \$8,000 in income from commission paid by the Department of Transport for providing licencing services. In 2019/20 Council received \$11,912.17. This income does not reimburse all of Council's cost in providing this service, but does provide income to support the provision of administration resources. If Council did not complete this service, the amount of administration services could not be reduced.

Department of Transport meets the higher costs of providing this service such as training and IT expenses.

Economic Implication

The experienced Shire staff are able to provide complex vehicle licencing services to local industry who rely on access to this service.

Social Implication

The Shire staff are able to provide vehicle licencing services that support local access to licensing services such as local authority number plates that build and support community spirit.

Environmental Considerations – Nil

Consultation – Nil

Options

Council may resolve:

1. the Officer's Recommendation;
2. to not undertake online licencing services in the Shire of Cuballing.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council:

1. **approve DOT964017 variation and extension to the agreement for the Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the Road Traffic (Administration) Act 2008 included at Attachment 9.1.34; and**
2. **approve DOT964017 variation and extension to the agreement for the provision of non-road law functions in Shire of Cuballing included at Attachment 9.1.4B.**

**ATTACHMENT 1 – DETAILS OF VARIATION TO ROAD LAW AGREEMENT
NOTICE OF VARIATION TO SCHEDULES**

Agreement No.: DOT984017

Title **AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN SHIRE OF CUBALLING IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008**

Agent: Shire of Cuballing

Date of Variation Effect: 1 January 2021

1. The Principal, pursuant to Clause 2.1 and Clause 21.8 (a) of the Agreement, hereby offers the Agent the following variation in relation to the specified Schedule:

Amendment of the Maximum Term at Schedule L Item No 3 as follows:

Item No	Item Description	Details
3	Maximum Term	The appointment of the Agent by the CEO will expire on 30 June 2021.

2. The Principal, pursuant to Clause 21.8 (b) of the Agreement, hereby provides the Agent notice of the following variation in relation to the specified Schedule:

Addition of the following transaction type and associated commission details at Schedule B, Southern Region Commission Schedule 2:

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Cat.	Commission (Volume < 19,300)	Commission (Volume > 19,300)
Create DoT Direct Account	5	NM	10	9.74	7.01

Except as expressly varied, the terms and conditions of the Agreement remain unaltered and in full force and effect.

Mal Davey
Director Commercial Management

..... (date)

ACCEPTANCE OF VARIATION – AMENDMENT TO SCHEDULE L: AGREEMENT TERM AND CONTRACT DETAILS, ITEM NO 3 MAXIMUM TERM.

DOT964017 - AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN SHIRE OF CUBALLING IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008.

ACCEPTANCE STATEMENT

Accepted / Not Accepted (please circle as appropriate)

..... (signature)

I,(print name), hereby acknowledge and accept the variation noted in this correspondence for Department of Transport Agreement No DOT964017, for the Provision of Licensing Services in Shire of Cuballing in Terms of Section 11 of the *Road Traffic (Administration) Act 2008*, and as updated in the attached revision to Schedule L: Agreement Term and Contract Details.

...../...../..... (date)

**ATTACHMENT 2 – DETAILS OF VARIATION TO NON-ROAD LAW AGREEMENT
NOTICE OF VARIATION TO SCHEDULES**

Agreement No.: DOT964017
 Title: AGREEMENT FOR THE PROVISION OF NON ROAD LAW FUNCTIONS IN SHIRE OF CUBALLING
 Agent: Shire of Cuballing
 Date of Variation Effect: 1 January 2021

1. The Principal, pursuant to Clause 4.1 and Clause 19.2 (b) of the Agreement, hereby offers the Agent the following variation in relation to the specified Schedule:

Amendment of the Maximum Term at Schedule 9 Item No 3 as follows:

Item No	Item Description	Details
3	Maximum Term	The appointment of the Agent by the CEO will expire on 30 June 2021.

2. The Principal, pursuant to Clause 19.2 (b) of the Agreement, hereby offers the Agent the following variation in relation to Schedule 1, Services to be Provided by the Agent:

Addition of the following definition:

National Disability Insurance Scheme (NDIS) Agents means the Agent who is responsible for checking and processing NDIS Worker applications and renewals.

Addition of the following requirement described at new sub-clause 5:

- 5) *National Disability Insurance Scheme Agents shall, in accordance with the Business Rules:*
- a) *process new NDIS applications and renewals; and*
 - b) *collect fees from NDIS applicants.*

3. The Principal, pursuant to Clause 19.2 (c) of the Agreement, hereby provides the Agent notice of the following variation in relation to the specified Schedule:

Addition of the following transaction type and associated commission details at Schedule 2, Southern Region Service Fees:

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Cat.	Commission (Volume < 19,300)	Commission (Volume > 19,300)
National Disability Insurance Scheme Agent					
NDIS Worker Screening Check Application	8	M	3	\$16.37	\$11.38

Except as expressly varied, the terms and conditions of the Agreement remain unaltered and in full force and effect.

 Mal Davey
 Director Commercial Management

..... (date)

ACCEPTANCE OF VARIATION – AMENDMENT TO SCHEDULE 9: AGREEMENT TERM AND CONTRACT DETAILS, ITEM NO 3 MAXIMUM TERM.

DOT964017 - AGREEMENT FOR THE PROVISION OF NON ROAD LAW FUNCTIONS IN SHIRE OF CUBALLING

ACCEPTANCE STATEMENT

Accepted / Not Accepted (please circle as appropriate)

..... (signature)

I,(print name), hereby acknowledge and accept the variation noted in this correspondence for Department of Transport Agreement No DOT964017, for the Provision of Non Road Law Functions in Shire of Cuballing, and as updated in the attached revision to Schedule 9: Agreement Term and Contract Details.

...../...../..... (date)

ACCEPTANCE OF VARIATION – AMENDMENT TO SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT.

DOT964017 - AGREEMENT FOR THE PROVISION OF NON ROAD LAW FUNCTIONS IN SHIRE OF CUBALLING

ACCEPTANCE STATEMENT

Accepted / Not Accepted (please circle as appropriate)

..... (signature)

I,(print name), hereby acknowledge and accept the variation noted in this correspondence for Department of Transport Agreement No DOT964017, for the Provision of Non Road Law Functions in Shire of Cuballing, and as updated in the attached revision to Schedule 1: Services to be Provided by the Agent.

...../...../..... (date)

9.2 CHIEF EXECUTIVE OFFICER:

9.2.1 Council Meeting Schedule 2021

Applicant:	N/A
File Ref. No:	ADM238
Disclosure of Interest:	Nil
Date:	16 th November 2020
Author:	Gary Sherry
Attachments:	Nil

Summary

Council is to consider Council Meeting dates, locations and starting time for 2021.

Background

It is a legislative requirement for the public in general to be advised in advance of all meeting dates, place and starting times to facilitate attendance or participation in Council Meetings. Unforeseen circumstances may dictate a change to this schedule and local advertising will inform Electors accordingly.

Comment

This current meeting schedule has Council's Ordinary meetings held on a regular monthly interval with no meeting held in January.

For some considerable time Council has held their Ordinary Meetings on the Thursday of the third week of each month, to fit with public holidays. The day on which the meeting would be held can be altered, but the draft schedule continues with Thursday as the Ordinary Meeting day for Council.

During 2018 Council amended the day of Council's Ordinary meetings from the third Thursday of the month, to the third Wednesday of the month. This timing was seen to better allow the Councillors to complete other activities and roles.

Council currently holds all its meetings at the Council Chambers at the Cuballing Administration Centre. It would be relatively easy to hold a Council meeting in a different location as a one-off event if Council thought there was benefit in such a move.

This proposed schedule includes 11 Ordinary Council Meetings. This schedule includes:

- most meetings are held four weeks after the preceding meeting with the exceptions of May 2021, July 2021 and October 2021 which are held five weeks after the preceding meeting;
- meetings starting at 2pm. This time could be separately altered to allow Council to make Council meetings more accessible to electors;
- holding a meeting in Popanyinning. Council held their May 2020 meeting at the Popanyinning Hall. This meeting was rescheduled after the April 2020 Meeting was held by Teleconference. The May 2020 was not well attended by Popanyinning residents, but the April 2019 Meeting held in Popanyinning was. These residents are considered less likely to have attended a Council meeting in Cuballing.

The proposed schedule does not include dates for:

- An Annual Electors Meeting. The timing of this meeting is dependent on actions of Council's auditors and outside the direct control of Council;
- A Special Council Meeting to consider the Draft 2021/21 Budget. At this meeting, normally held in the last week of June each year, Council traditionally discuss and set priorities for consideration in the 2021/22 financial year. Staff will have Council consider the timing of this meeting in a separate report to Council closer to the date;
- Meetings of Committees of Council including Council's Audit Committee; and
- occasions where Councillors informally gather for Elected Member development or to inspect, review or workshop individual matters.

The proposed meeting schedule is included below:

No	Date	Type	Time
1	Wednesday 17 February 2021	Ordinary Meeting	2:00 PM
2	Wednesday 17 March 2021	Ordinary Meeting	2:00 PM
3	Wednesday 21 April 2021	Ordinary Meeting	2:00 PM
4	Wednesday 19 May 2021	Ordinary Meeting	2:00 PM
5	Wednesday 16 June 2021	Ordinary Meeting	2:00 PM
6	Wednesday 21 July 2021	Ordinary Meeting	2:00 PM
7	Wednesday 18 August 2021	Ordinary Meeting	2:00 PM
8	Wednesday 15 September 2021	Ordinary Meeting	2:00 PM
9	Wednesday 20 October 2021	Ordinary Meeting	2:00 PM
10	Wednesday 17 November 2021	Ordinary Meeting	2:00 PM
11	Wednesday 15 December 2021	Ordinary Meeting	2:00 PM

Strategic Implications – Nil

Statutory Environment

Local Government (Administration) Regulations 1996

12. Public notice of council or committee meetings — s. 5.25(1)(g)

- (1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which —
 - (a) the ordinary council meetings; and
 - (b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public, are to be held in the next 12 months.
- (2) A local government is to give local public notice of any change to the date, time or place of a meeting referred to in subregulation (1).
- (3) Subject to subregulation (4), if a special meeting of a council is to be open to members of the public then the local government is to give local public notice of the date, time, place and purpose of the special meeting.
- (4) If a special meeting of a council is to be open to members of the public but, in the CEO's opinion, it is not practicable to give local public notice of the matters referred to in subregulation (3), then the local government is to give public notice of the date, time, place and purpose of the special meeting in the manner and to the extent that, in the CEO's opinion, is practicable.

Policy Implications – Nil

Financial Implications

Local advertising in the Narrogin Observer will occur a relatively small charge that can be met with Council's budget allocation.

Economic Implication – Nil

Social Implications

Council has had a number of local residents and interested people attend Council's meetings in 2020. Council should allow for this to occur in 2021 if there is community interest in a matter before Council.

Environmental Considerations – Nil

Consultation – Nil

Options

The Council can resolve:

1. the Officer's Recommendation; or
2. the Officer's Recommendation with minor amendments to times or venues; or
3. a different schedule of meetings, giving reasons for not accepting the Officer's Recommendation.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council adopt the following Schedule of Council Meetings for 2021:

1	Wednesday 17 February 2021	Ordinary Meeting	2:00 PM	Council Chambers
2	Wednesday 17 March 2021	Ordinary Meeting	2:00 PM	Council Chambers
3	Wednesday 21 April 2021	Ordinary Meeting	2:00 PM	Popanyinning Hall
4	Wednesday 19 May 2021	Ordinary Meeting	2:00 PM	Council Chambers
5	Wednesday 16 June 2021	Ordinary Meeting	2:00 PM	Council Chambers
6	Wednesday 21 July 2021	Ordinary Meeting	2:00 PM	Council Chambers
7	Wednesday 18 August 2021	Ordinary Meeting	2:00 PM	Council Chambers
8	Wednesday 15 September 2021	Ordinary Meeting	2:00 PM	Council Chambers
9	Wednesday 20 October 2021	Ordinary Meeting	2:00 PM	Council Chambers
10	Wednesday 17 November 2021	Ordinary Meeting	2:00 PM	Council Chambers
11	Wednesday 15 December 2021	Ordinary Meeting	2:00 PM	Council Chambers

9.2.2 Design Services for Independent Aged Living Units

Applicant:	N/A
File Ref. No:	ADM145
Disclosure of Interest:	Nil
Date:	9 th December 2020
Author:	Gary Sherry
	9.2.2A Independent Living Seniors Accommodation - Management Practices - December 2020
Attachments:	9.2.2B Independent Living Units Housing Management Manual December 2020
	9.2.2C Handbook for Tenants December 2020

Summary

Council is to consider endorsing management plans for the four aged person units at being constructed at 7, 90 and 8 at 74 Austral Street Cuballing.

Background

Council has joined together with other local governments in the Wheatbelt South Region to progress a project that has the aim of constructing dedicated aged persons independent living units in the separate communities within the region.

The interested local governments committed to a Memorandum of Understanding (MOU) that outlined the objectives of the Wheatbelt South Aged Housing Alliance (WSAHA), the nature of the collaboration and the responsibilities of the members. The Shires of Corrigin, Cuballing, Kondinin, Kulin, Naremben, Narrogin, Wandering, Wickepin and the Town of Narrogin signed the MOU. The WSAHA have continued to meet semi-regularly and wish to continue to seek alternative funding sources for aged housing in the region. The Shire of Wickepin has agreed to be the lead agency for the Alliance and has nominated a Project Coordinator.

The WSAHA did successfully apply for Royalties for Regions Funding to construct 38 units throughout the region with a \$12,977,555 total grant. The Shire of Cuballing was to receive \$1,062,000 from Royalties to Regions to construct 4 two-bedroom independent living units in Cuballing in 2018/19. However, this approval by the previous State Government, was withdrawn by the incoming State Government.

In April 2019 Council agreed to participate in further funding applications as part of the WSAHA to construct either 2 or 4 independent living aged units on lots 7, 90 and 8 at 74 Austral Street, Cuballing and committed Council to a financial contribution in funding applications for 2 or 4 independent living aged units in Cuballing for a contribution of up to \$110,000 per unit.

Subsequently the WSAHA was successful in obtaining \$2,820,000 to construct four units in Cuballing, 4 units in Wickepin, two units in Corrigin and two units in Hyden and two units in Kondinin for the Shire of Kondinin.

In July 2020 Council selected the tender of H&H Architects provided for the RFT 1/2020 Design Services for Independent Aged Living Units to complete design of the 4 Independent Living Units for aged persons to be built in at lot 7 Alton Street, lot 8 Austral Street and Lot 90 Beeston Street Cuballing. Council has now approved designs and will shortly go to tender for the construction of the units.

Comment

As part of the funding agreement between the Shire of Wickepin and the Department of Primary Industries and Regional Development, as the future manager of the units Council is required to implement a management structure to the satisfaction of the Department.

In consultation with the Department and Shire of Wickepin, the following have been prepared to comply with the Departments Requirements:

1. Independent Living Seniors Accommodation - Management Practices - December 2020 included at Attachment 9.2.2A
2. Independent Living Units Housing Management Manual December 2020 included at Attachment 9.2.2B; and
3. Handbook for Tenants December 2020 included at Attachment 9.2.2C.

Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A healthy and caring community which has strong support for all ages and abilities.
- A healthy community engaging in positive and rewarding lifestyles with access to recreational and leisure opportunities.

	Strategy	Outcome
1.1	Create a vibrant social environment that is accessible and inclusive for all ages and abilities.	The community feel welcome involved and connected to each other.
1.2	Create a vibrant built environment that is accessible and inclusive and reflects the Shire's identity and local heritage.	Active, attractive and affordable towns which the community are proud of and engaged in.
1.4	Facilitate improved access to health and welfare programs and education opportunities.	The community has access to a broad range of improving health and welfare programs and education opportunities.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

Statutory Environment – Nil

Policy Implications – Nil

Financial Implications

The Shire of Cuballing will fund the construction of the aged units using Grant funding obtained through the Royalties For Regions Fund.

	Grant Total	Per Unit	Shire of Cuballing	
			2019-20	2020-21
Stage 1	750,000	53,571	214,491	
Stage 2	750,000	53,571	214,286	
Stage 3	880,000	62,857		251,429
Stage 4	420,000	30,000		120,000

	2,800,000	200,000	428,777	371,429
Reserve Transfer				40,000
Loan				310,000
	2,800,000	200,000	428,777	721,429

Economic Implication

Council has pursued separate design and construction stages, to maximise the opportunity for local builders and contractors to participate.

Increasing the number of houses in the Shire of Cuballing will permanently increase the local economy.

Social Implication

The provision of age appropriate housing in the Shire of Cuballing is expected to allow a greater number of local residents to remain in Cuballing in their latter years.

Environmental Considerations – Nil

Consultation

Council has discussed the provision of aged housing in the Shire of Cuballing over a number of years.

The Shire of Cuballing regularly attends the WSAHA meetings.

Options

Council may resolve:

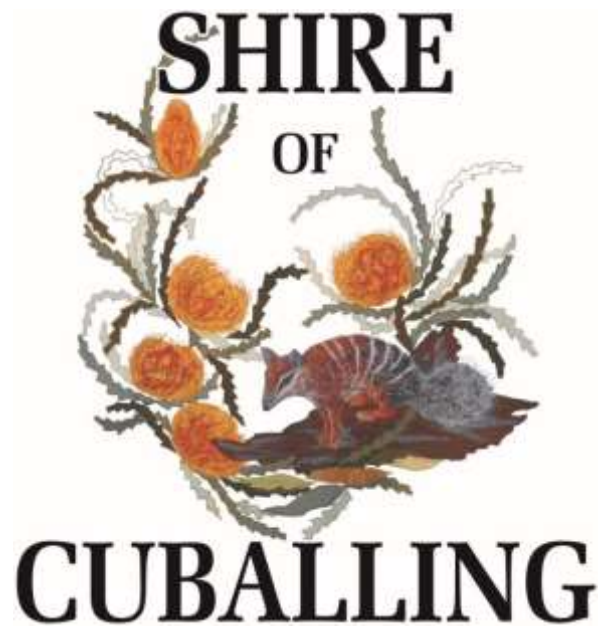
1. the Officer's Recommendation; or
2. the Officer's Recommendation with minor amendments; or
3. to defer consideration at this time and seek further information on possible design features.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council:

- 1. Independent Living Seniors Accommodation - Management Practices - December 2020 included at Attachment 9.2.2A;**
- 2. Independent Living Units Housing Management Manual December 2020 included at Attachment 9.2.2B; and**
- 3. Handbook for Tenants December 2020 included at Attachment 9.2.2C.**



Independent Living Seniors Accommodation

Management Practices

December 2020

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MP1 Housing Allocation Guidelines

Preference will be given to Shire of Cuballing residents; however, if vacancies exist for more than three months, applications for tenancy from people outside the Shire of Cuballing catchment area may be considered.

MP2 Proof of Identity

As per the Tenancy Application form, the applicant must be asked to provide one document from Category A plus one from Categories B or C, or three documents from Category B and/or C.

Category A

Documents in this category are regarded as sound, because of the difficulty in obtaining them and because they are less likely to be stolen or illegally obtained.

- Australian passport;
- Certificate of Australian Citizenship;
- Citizenship papers;
- Overseas passport stamped for entry to Australia;
- Original Australian birth certificate of claimant, issued more than five years ago;
- Australian birth extract issued more than five years ago;
- Document of identity issued by Department of Foreign Affairs;
- Partner's original death certificate issued by a government department more than five years ago which shows the applicant's name; or
- Australian Armed Services discharge documents.

Category B

These are acceptable documents either because of their personal nature or because of the time they need to be held.

- Original Australian Marriage Certificate issued by a government Department;
- Apprenticeship indenture papers;
- Tradesperson's Certificate of Proficiency;
- Nurses' Registration Board documents;
- Divorce papers;
- Original Australian Birth Certificate for claimant issued between one and five years ago;
- Australian Birth Extract issued between one and five years ago;
- Taxation assessment notice;
- Life Insurance policies;
- Change of name (by Deed Poll) more than twelve months old;
- Legal documents such as Restraining Order, Peace Order, Adoption papers, Maintenance agreement, attested Will, Power of Attorney or document of appointment as a JP; or
- Partner's original Death Certificate issued by a government Department between one and five years ago which shows the applicant's name.

Category C

These documents are similar to Category B documents. The difference is that these are only acceptable with qualifications. This category of document should be treated with caution and dealt with in accordance with instructions.

- Prisoner Discharge Certificate (offered on release);
- Hire Purchase agreement, if authenticity is validated;
- Letter from a government department, provided address on the letter matches address on the application;
- Current medical contribution book that is more than 12 months old;
- Motoring Organisation membership document that is more than 12 months old, as long as address matches that on the application;
- Bankbook, Credit Union or Building Society accounts showing transactions for at least 12 months;
- Overseas documents, if they are offered with a passport stamped for entry to Australia;
- Motor Vehicle Registration papers, showing a cash register imprint as long as they show the same address as that on the application;
- Motor Vehicle Driver's Licence as long as it shows the same address as that on the application;
- Insurance renewal documents as long as they show the same address as that on the application;
- Change of name which is less than 12 months old, if offered in conjunction with other documents showing new name for more than 12 months. This must be accompanied by documents showing that the client was using the new name before changing it legally;
- Legal documents such as Summons, Bail papers or Traffic Infringement Notice, if offered with Motor Vehicle Registration papers;
- Electricity account if address matches claim and there is a cash register imprint; or
- Telephone account if address matches claim and there is a cash register imprint.

MP3 Records Management

Council will maintain a hardcopy file of tenancy applications and supporting documents. Examples of applicant documentation to be filed/retained include, but are not limited to:

- Completed application form;
- References;
- Income statements, where applicable;
- Copies of identification; and
- Support documents such as: medical documentation, police reports, referrals.

Staff will prepare a brief report for the Chief Executive Officer on a tenancy application for a unit, as an application is received.

Referees

For the purpose of a tenancy application, the Shire must obtain written consent from the applicant before making enquiries with the persons given as referees by the Applicant, and/or other persons or agencies as the Shire may see fit (a signed Application for Tenancy with referee names and addresses included will constitute written consent).

Keeping the Waiting List Current

Council will encourage applicants to actively keep themselves on the Waiting List by regularly confirming their interest and/or providing a next of kin contact. These contacts need to be routinely recorded as an indication of ongoing interest.

The Shire will regularly review the Waiting List (at least every six months) to ensure an efficient management system that reflects demand.

All applicants with “waiting” status are to be contacted by mail, at the applicant’s last known postal address provided, and requested to update their contact details and advise of any change in circumstances which might impact on their eligibility for tenancy. Stamped, addressed envelopes are to be provided to encourage the return of the information. This is to be done using the *Updating the Waiting List* letter (Appendix 26).

Notifying Applicants about their Removal from the Waiting List

When a person’s application for ILSA is removed from the Waiting List, a *Letter of Cancellation* (Appendix 27) will be sent to the applicant to inform them that they are no longer listed by Council for tenancy, noting the reasons for this decision. A copy of the *Letter of Cancellation* is to be placed with the application.

Reinstating a Person Removed from the Waiting List

Applicants requesting reinstatement on the Waiting List will be sent an *Advice of the Reinstatement Status* (Appendix 28).

Appeal against the Removal from Waiting List

Applicants can appeal against the removal from the Waiting List within 14 days of the decision announcement. Appeals must be in writing.

For further details refer to Section 11 - Appeals.

MP4 Housing Allocation Report

Staff will prepare a brief report on tenancy applications for each unit. The report will include:

- Names of potential applicants considered;
- Any declaration of conflict of interest and the action taken;
- Any conditions attached to the offer of tenancy; and
- An alternate applicant/s, should the first applicant selected not take up the offer of tenancy.

All allocations are to be approved by the Chief Executive Officer.

MP5 Documents and Information the Organisation Must Give to the Tenant

In addition to a copy of the *Residential Tenancy Agreement* signed by the landlord and the tenant, the Shire will give the tenant a copy of *Schedule 2 Residential Tenancies Act 1987 Information for Tenants (A statement of your rights and duties)* - available from:

- the Department of Commerce website: <https://www.commerce.wa.gov.au/consumer-protection/renting-home>; or
- by telephoning the Advice Line on 1300 304 054 to arrange a copy to be posted.

A Handbook for Tenants will also be issued to each household.

MP6 Security Bond

For information relating to Bonds please refer to the Department of Commerce website <https://www.commerce.wa.gov.au/consumer-protection/renting-home>.

The Shire may charge a bond consistent with the provisions within the Residential Tenancies Act 1987 (RTA). Where a bond is paid, it must be managed in accordance with the RTA.

A security bond is a payment made in advance by the tenant to cover any costs for which the tenant may be liable at the end of the tenancy (e.g. for damage).

In general, a landlord cannot ask for more than the equivalent of four weeks' rent.

The Shire must record details of bond monies received and issue a receipt to the person paying the bond. The details must include:

- the date on which the bond was received;
- the name of the person paying the bond;
- the amount paid; and
- the premises in respect of which it is paid.

If more than one person has paid money as part of the bond, it is important that the names of all the parties appear on the lodgement form, to protect their share.

A copy of the receipt is to be placed on the tenant's file.

Within 14 days of receiving the bond, the Bond Administrator at the Department of Commerce must receive the bond money. The Shire shall keep a record of the bond payment (refer RTA Section 29(4) (c)) which includes the date, amount, name and number of the account into which the amount was paid.

Bonds must be lodged using the online bond lodgement form, which is then to be printed, signed and submitted to the Bond Administrator by post, email (bondsadmin@dmirs.wa.gov.au) or in person. A copy is to be placed on the tenant's file. The online bond lodgement form can be found here:

<https://bonds.commerce.wa.gov.au/bonds/pages/external/public/lodgement/index.xhtml>

The bond administrator will send a record of payment of security bond directly to the tenant. If the tenant doesn't receive the record from the bond administrator within one month of paying the bond money to the lessor, they can check their bond has been lodged by contacting the bond administrator by calling 1300 853 829

Alterations and Additions to the Bond

A security bond may need to be changed/varied because:

- additional bond money needs to be lodged with the Bond Administrator, for example because the rent has been increased;
- one or more of the tenants in a shared household has moved out or a new tenant has moved in;
- the ownership of the property has changed; or
- the lessor has employed a different managing agent.

To lodge changes with the Bond Administrator complete the online variation of security bond form listing the relevant changes. The signed form can be lodged with the Bond

Administrator by post, email (to bondsadmin@dmirs.wa.gov.au) or in person. A copy is to be placed on the tenant's file. The online bond lodgement form can be found here: <https://bonds.commerce.wa.gov.au/bonds/pages/external/public/variation/index.xhtml>

MP7 Keys

Keys given to the tenant should include those to any door, window, garage or letterbox. These are provided after all security bond or rent in advance has been paid and all documents have been signed. The Shire cannot charge tenants a deposit for keys but may charge for the actual cost of replacing any keys. The tenant must sign a 'hand-over key receipt' when the property keys are released - this will be kept on the tenant's file (Appendix 21).

The Shire will supply the tenant with one set of keys; another set will be kept at the Shire office in a secure lockable area along with the key register.

Tenants are to report lost or stolen keys immediately to Shire staff.

MP8 Periodic Inspections

A periodic inspection will be undertaken by the Shire at least every three months. By discretion of the Shire, timeframes of inspections could vary for some properties and tenants. The inspection will be documented by completing the supplied *Property Inspection Report* (Appendix 14).

The Shire will provide tenants with a *Notice of Intended Inspection* (Appendix 20) 14 days prior to the inspection and enclose a *Helpful Guide to Having a Successful Property Inspection* or similar document.

Following the inspection, a copy of the *Property Inspection Report* will be sent to the tenants with a *Notice to Tenant – Attention to Property Required* letter (Appendix 15) to attend to any matters raised in the inspection report.

MP9 Notices

Under the *RTA* there are procedures related to the issuing of Notices to tenants. Proper procedures must be observed when serving a notice. If the matter ends up in court, the person who prepared the notice would have to prove the notice was served correctly.

This information is available in the Department of Commerce information guide "Renting out your property - a lessor's guide". The guide can be downloaded here:

<https://www.commerce.wa.gov.au/sites/default/files/atoms/files/lessorsguide.pdf>

The Department of Commerce/Consumer Protection can help with any queries or concerns about the types of Notices required under a *Residential Tenancy Agreement* – visit their website <https://www.commerce.wa.gov.au/consumer-protection/housing-and-accommodation> or phone the Advice Line 1300 304 054.

MP10 Rent Payments

The Shire must provide a receipt for any cash or bank deposit payment received at one of its Shire offices (for charges other than rent which is paid by direct deposit). The receipt will show:

- receipt identification number;
- name of tenant;
- unit number;
- amount paid;
- date on which money was received;
- description of purpose of the payment;
- period covered; and
- signature of the Shire officer.

Receipts will not be issued for rent payments which are received through direct deposit; however, *Rental Account Statements* will be provided upon request.

Quarterly Rental Statements

The Shire will provide a *Quarterly Rental Account Statement* to the signatory/s to the *Residential Tenancy Agreement* of each household. The statement will show:

- opening balance;
- payment received;
- rental charges for the statement period;
- other charges (e.g. tenant liability); and
- any changes to the amount of rent payment.

Proper Records of Rent to be kept

The Shire will keep a record showing the rent received in respect of the premises (RTA Section 34). A record of rent received must be retained by the Shire for at least seven years.

Monitoring Rent Payments

Staff will monitor bank statements to ensure that all payments are up to date.

Staff are required to ascertain any tenant arrears that have arisen, contact the tenant and negotiate for payment of the outstanding debt. Staff will write a letter to the tenant outlining the agreement they have reached and place a copy of this letter in the tenant's file.

If the tenant indicates that a full payment cannot be made then they will enter into a payment plan arrangement (Appendix 17) with the Chief Executive Officer (CEO). A copy of the payment plan arrangement will be placed in the tenant's file. The CEO remains responsible for monitoring the payment of tenant debt.

MP11 Rent Reviews

Where a change in circumstances indicates a reduction in rent, rent will be adjusted from the date that the next rental payment is due and staff will write to the tenant confirming the new rental amount and effective date.

Tenant Initiated Rent Review

Tenants may request a rent review at any time; this request must be in writing to the Shire. On receipt of the request, staff are to arrange a meeting with the Chief Executive Officer. If the tenant is not satisfied with the rent level set as a result of the Council's deliberations they should be given a copy of the Appeals Procedure. If the tenant receives CRA, staff will reassess the rent in accordance with a current income statement and report any changes to the Chief Executive Officer.

Shire Initiated Rent Review

When a rent review is initiated by the Shire, tenants will be sent a Rent Review letter detailing:

- How the rents are calculated;
- Date upon which new rental amount will apply;
- Request to update direct deposit authority accordingly; and
- The timeframe for responding to the letter.

Income Assessment for Commonwealth Rental Assistance eligible tenants

Council reserves the right to explore tenancies involving tenants who receive Commonwealth Rental Assistance.

MP12 How Residential Tenancies are Terminated

The Shire will follow procedures in accordance with the *RTA*:

- The style of an early intervention approach is to be conciliatory rather than confrontational. However, the tenant should be made aware that failure to remedy the breach may eventually lead to eviction. This may involve approaching other agencies for support, if applicable;
- Staff involved in dealings of this nature must make accurate file notes, indicating the date of contact and steps taken;
- Staff may advise the tenant of community resources which may be of assistance – e.g. financial counselors, community legal centres etc;
- Staff must consult with support workers prior to evicting a tenant in a special needs program;
- Prior to an eviction, the tenant shall be afforded natural justice, i.e. be made aware of the issue, be given an opportunity to respond, be made aware of the consequences and given the opportunity to remedy the situation;
- Staff will make an appointment with the tenant to talk about a problem/issue and try to resolve the situation (Verbal Warning if needed) or arrange a time frame with the tenant within which the issue/problem will be solved. Once the issues have been discussed with the tenant/s, details of the discussion are to be placed on the tenant's file. Follow up with the tenant on the date arranged; if not solved by the arranged date take the next step (step 2);
- Staff must give the tenant notice (Breach Notice) identifying the details of the breach of Agreement and give at least 14 days' notice for the tenant to fix the problem. If the tenant/s fail to remedy the breach, Staff will take the following action (step 3);

- Issue (7 days' notice) to end tenancy; if the breach is fixed the process will stop. If not fixed and all notices have been served according to the correct time frame (ensure all notices have been delivered or sent by registered mail) proceed to step 4 (as follows);
 - A court order is taken out but must be checked that the tenant is in breach of the *RTA* (failure to remedy the breach (S71 (2) b);
 - Correct notice has been served in the right time frame (S71 (2) c).

Up to the day of the hearing, mutual agreements can save the tenancy.

Abandoned Premises and/or Goods

If the Shire is not certain the property has been abandoned, the Shire can apply to the Magistrates Court for an order stating that the tenant has abandoned the premises (using *Court Form 12.*) This form is available from the DMIRS website or ring the Advice Line on 1300 304054 to arrange a copy to be posted.

Account Finalisation

All accounts will be finalised within six weeks of vacation of the property. This includes the bringing to account of the Security Bond. Accounts will include details of any work done.

The Shire will advise tenants of adjustment to their Security Bond by posting a *Notice to Previous Tenant – Security Bond Adjustment* with enclosed *Form 4 – Joint Application for Disposal of Security Bond* which incorporates Security Bond adjustments. Tenants are required to sign the Form 4 and return it to the Shire office. This form is available from the DMIRS website or ring the Advice Line on 1300 304054 to arrange a copy to be posted.

A tenant may appeal the Shire's decision in accordance with Section 11 - Appeals.

MP13 Receiving Complaints

The Shire will ensure that all staff have training and are aware of the complaints process, from the point of taking the complaint to the complaint's resolution.

When receiving a verbal complaint, staff will encourage the complainant to lodge the details in writing. In circumstances where the complainant cannot lodge their complaint in writing, the receiving officer will record all particulars of the complaint on the Complaint Form (Appendix 35). A formal verbal complaint will be treated as if it was received in writing and will be documented by Shire staff.

Complainants will be encouraged to disclose their identity to avoid the lodgement of mischievous complaints. Staff will explain to people making anonymous complaints that it will be difficult for the Shire to respond without sufficient details.

Complaints Management Procedures

Tenants will be provided with information on how to lodge a complaint and Complaint Form (Appendix 35)

Registering Complaints

All complaints received must be registered in the Shire's Request Register.

The Shire's Request Register should contain the following details:

- a sequential reference number to enable the complaint to be tracked;
- the date the complaint was received;
- the name of the officer who received the complaint;
- the method of making the complaint (i.e. in person, telephone, e-mail, letter etc.);
- the nature of the complaint;
- the date the complaint was acknowledged;
- the officer dealing with the complaint;
- actions taken to investigate and resolve the complaint;
- the resolution/outcome of the complaint;
- the date the complainant was notified of the outcome of the complaint;
- the method used to communicate the outcome of the complaint to the complainant; and
- details of any appeal or further action.

Staff are responsible for ensuring the complete and accurate recording of all material relating to a complaint and for keeping the Chief Executive Officer and Council informed of all complaints regarding the ILSA, irrespective of the seriousness of the complaint. A copy of all documentation relating to a complaints process (including file notes of telephone conversations, interviews and findings from investigations, recommendations, internal approvals and an explanation for action taken) will be placed on the tenant's file.

Acknowledging and Investigating Complaints

Staff are responsible for ensuring all complaints received are acknowledged in a timely way. Written acknowledgements will be sent with information that includes:

- an explanation of the complaints process;
- contact person/details for the complainant; and
- any timeframes and what might be required from the complainant.

Correspondence and Record Keeping

If the complainant is being assisted by an advocate and the advocate has been given written permission to act on their (the complainant's) behalf, a copy of all correspondence is to be forwarded to the advocate.

A copy of all communication with the complainant should be kept, for record keeping purposes, on the tenant's file.

MP14 Contractor obligations

Contractors have a duty to:

- act fairly and in good faith;
- adopt high ethical standards in their dealings with the Shire and its tenants;
- honour agreements and undertakings;
- be courteous to the Shire's staff and its tenants at all times; and
- perform all work in accordance with this Code of Conduct.

Contractors will:

- always advise the tenant of their arrival and the purpose of the visit;
- comply with reasonable requests made by customers with special needs or disabilities;
- use a “visit note” arrangement to organise an appointment if the tenant can’t be contacted by telephone. The “visit note” must contain information of the Contractor’s details, the actual time of calling and nature of the work that was to be done; and
- complete a Contractor Visit Notification form to advise the tenant of the purpose of the visit if the tenant is not home. The form is to be left at the property, in an envelope under the front door.

Right of Entry

The Contractor may enter the premises without consent in a genuine emergency (e.g. to carry out urgent repairs or to protect the premises from damage). Contractors must have the express approval of the Shire to enter premises in such circumstances.

Property Visit – Code of Conduct for Contractors

The Code of Conduct will be included in any Contractor agreements for ongoing contractors.

When visiting a property the Contractor will:

- park in the street or designated parking area;
- make contact with the tenant, provide identification and explain the reason for calling;
- seek the tenant’s permission to enter the property; and
- take all necessary steps and reasonable precautions to prevent any damage or loss to the occupant’s possessions, property or personal effects. Any damage or loss should be reported to the Shire immediately. Any reimbursement by the contractor to the tenant for any damage or loss caused will be by the mutual agreement of the two parties concerned.

When visiting a property the Contractor will not:

- smoke within the Shire’s property;
- be under the influence of drugs or alcohol when entering the property or while performing work for the Shire;
- accept or provide drugs or alcohol from/to the occupants of the property or induce any occupants of the house to partake in any such activity;
- use offensive language when conducting business with the Shire or its tenants;
- in action or words do or say things that could be interpreted as intimidating or discriminatory;
- discuss or divulge information with the tenants in relation to the Shire’s business or activities;
- discuss or divulge with any other person any private details concerning the occupants of the units;
- advise the occupants of any financial details concerning the contract or the cost of works carried out; or
- make any public comments concerning the policies of the Shire or its contracting system.

Emergency maintenance (after Shire hours)

In cases of urgency (e.g.; electrical or water issues that are considered unsafe and cannot reasonably wait until Shire office hours resume), tenants may call the Shire’s preferred contractors (as listed in the Handbook for Tenants). In these instances, the contractor and tenant must advise Shire staff, upon their return to work, of whatever has occurred outside of hours.

MP15 Settling of disputes

Importance of Written Records

Whatever the problem that ends up in Court, it is important that staff keep written records of all communication with tenants to ensure there is adequate documentation to present as evidence in any matters that are to be heard before a court. Such documentation should be kept on the tenant's file.

Applications must be made to the court closest to the rented premises, unless the parties in the dispute agree to a different arrangement.

The address of the Court, where the hearing will take place, is shown on a form, which will be sent to the Shire. Court staff will advise on the correct form to lodge for a hearing or to defend a matter in dispute, and the application fee cost. However, Court staff cannot give advice about the strength of the case, the possible result or what evidence might be needed.

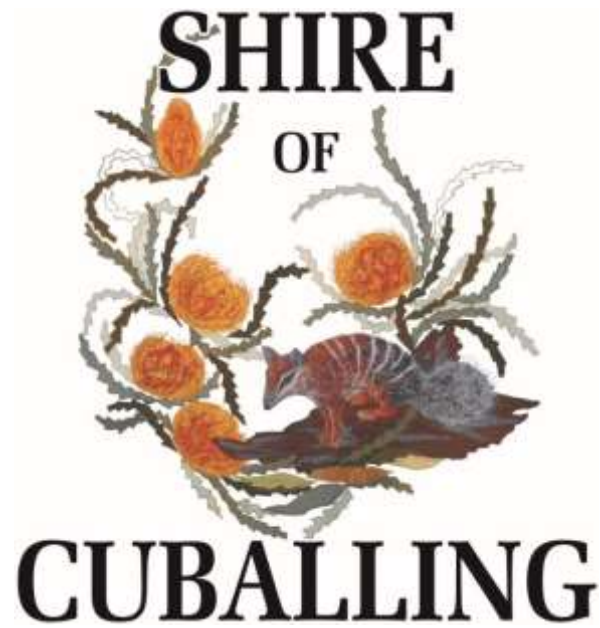
Preparation is Important

The Shire will need records of all notices, receipts and other relevant documents that will support the case. The Shire will take both the original documents and photocopies to court.

If witnesses are to be called to support the case, the Shire will supply the following details:

- the hearing date;
- the court they should go to; and
- any documents that they should bring.

If a witness is vital to the Shire's case but will not come to court voluntarily, the Shire can serve him/her with a Summons to Witness. The document needs to be served on the witness personally, it cannot be sent by post. The Shire will also need to give the witness sufficient money to enable them to use public transport for the return trip to the court.



Independent Living Units

Housing Management Manual

December 2020

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WHERE 'MP...' IS REFERRED TO THROUGHOUT THIS DOCUMENT, A MANAGEMENT PRACTICE APPLIES (SEE ILU MANAGEMENT PRACTICES DOCUMENT FOR FURTHER INFORMATION)

1. INTRODUCTION

All matters not addressed in this document will be addressed by the Lifestyle Retirement Committee or Council, as they arise.

1.1 Definitions / Explanations:

ILU

Independent Living Units Seniors Accommodation, owned and managed by the Shire of Cuballing

Management

Shire of Cuballing

Organisation

Shire of Cuballing

Preferred Contractors

Contractors who have provided details of their insurance, trade qualifications and licences (where applicable), have signed a copy of the Shire of Cuballing's Code of Conduct and who maintain a history of quality work for the Shire.

Responsible Person

The staff member at the Shire of Cuballing with responsibility for management of the ILU

Tenant/s

Those people occupying Independent Living units and Seniors Accommodation in Cuballing, who are named on the Tenancy Agreement (Agreement), are age qualified and have signed the Shire's ILU Tenancy Agreement, are the signatories to the Agreement. Other non-signatory people residing in the property are considered to be residents only.

Western Australian Residential Tenancies Act 1987 (RTA)

This is the *Act* of Parliament that regulates the residential tenancies industry in Western Australia. The intent of the *Act* is to protect the rights, responsibilities and obligations of a landlord and its tenants. The ILU management operates within the requirements of relevant Acts and legislation.

The scope of this Manual covers all residential housing policies, procedures, systems and activities pertaining to the Shire of Cuballing's Independent Living Seniors Accommodation and applies to all officers performing duties in relation to the administration of this facility.

1.2 Purpose, Scope and Use of Manual

This Housing Management Manual is approved by Council as the basis for the housing management operations of the ILU and has been developed to provide clear direction.

The purpose of the Manual is to provide guidance and information on the management of the ILU and to assist in establishing operational policies and procedures for management and staff. The policies and procedures are designed to meet the National Community Housing Standards (NCHS) (currently dated 2003).

1.3 Maintenance of the Manual

The Manual will be updated as required, including:

- thorough reviews of the application and effectiveness of ILU management policies and procedures; and/or
- when sections of the Manual are affected by changes in policy, legislation, or any other approved housing management procedures.

Any changes will be by Council resolution.

1.4 Providing the Manual to Third Parties

This Manual is copyright to the Shire of Cuballing and may only be reproduced with the express permission of the Shire. The Shire will not be liable for any action from any party arising from the use of this Manual.

1.5 Strategic Community Plan

The Shire of Cuballing Strategic Community Plan 2017-2027 references:

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A healthy and caring community which has strong support for all ages and abilities.
- A safe community where residents feel secure and comfortable at home, work and play.
- A healthy community engaging in positive and rewarding lifestyles with access to recreational and leisure opportunities.
- A vibrant community, enjoying access to a wide range of quality arts and cultural activities.

	Strategy	Outcome
1.1	Create a vibrant social environment that is accessible and inclusive for all ages and abilities.	The community feel welcome involved and connected to each other.
1.2	Create a vibrant built environment that is accessible and inclusive and reflects the Shire's identity and local heritage.	Active, attractive and affordable towns which the community are proud of and engaged in.
1.4	Facilitate improved access to health and welfare programs and education opportunities.	The community has access to a broad range of improving health and welfare programs and education opportunities.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

2. ALLOCATION OF HOUSING

2.1 Housing Allocation Guidelines (MP1)

The Shire of Cuballing owns and manages four ILUs in a complex at the corner of Alton and Beeston Street Cuballing.

In order to consider applications for tenancy fairly, separate Waiting Lists will be maintained.

2.1.1 Housing Eligibility Criteria and Allocation Guidelines

These ILU's were funded through Royalties for Regions (Regional Aged Accommodation Program (RAAP)) Funding via the State Department of Primary Industries and Regional Development and this eligibility criterion for these units should not be altered without first seeking written approval of the Department.

Process:

1. The lists of interested and eligible tenants is maintained by the Shire (see eligibility criteria below):
 - Band A Waiting List – refers to *Department of Communities Income and Assets limits Policy: Social Housing (Band A) Income Eligibility Limits;*
 - Band B Waiting List – refers to *Department of Communities Income and Assets limits Policy: Affordable Housing (Band B) Income Eligibility Limits;*
2. Each list is prioritised in date order when prospective eligible tenants lodge an interest (first in, first served);
3. When a unit becomes vacant, it is offered to the first person on the list for Band A. If the first person offered declines, then it is offered to the next person on the list until such time as a prospective tenant accepts;
4. If the unit cannot be tenanted from the list for Band A, it is offered to the first person on the list for Band B. If the first person offered declines, then it is offered to the next person on the list until such time as a prospective tenant accepts;
5. If a prospective tenant refuses an offer, they retain their relevant position on the list;
6. The Shire does not maintain a priority list;
7. Once a Unit is leased, the lease agreement is valid until such time as the lessee may not operate independently as defined under the lease agreement;
8. Carers are permitted to live-in but once a lease holder ceases occupation, the Carer must vacate the premises as well.

Eligibility Criteria:

To be eligible to be placed onto the Waiting List for Band A or Band B referred to above, residents must:

1. Satisfy the means testing outlined in the (former) Department of Housing 'Community Housing Income and Asset Limits' Policy – refer to http://www.dhw.wa.gov.au/HousingDocuments/Community_Housing_Income_and_Asset_Limits_Policy.pdf ;
- and
2. Be over the age of 65 years at the commencement of the lease (over the age of 55 years for indigenous Australians);

If there are no applicants on the Waiting List that meet the criteria above, or if the offer to lease is not taken by anyone on the List for Band A or List for Band B, then the unit may be offered to residents on the Shire of Cuballing ILU Waiting List in accordance with the policy or procedure for Johnston Street Units Cuballing.

2.1.3 "Need Based" Criteria

An applicant may make an application for a unit that has been purpose built for disabled persons and be given priority if a disability is verified by a medical professional. Council may also consider applications made as a result of extreme hardship (e.g.; persons displaced due to natural catastrophe). Any decision made is at the discretion of Council.

2.1.4 Proof of Identity (MP2)

An applicant must provide proof of identity (see MP2) when applying for tenancy.

2.2 Application for Tenancy

2.2.1 Application for Rental Housing Form

To apply for ILU rental housing, applicants must complete the standard *Application for Rental Housing* form that is available from Council's administration office in Cuballing (Appendix 1).

If an applicant believes their application should be given priority, they can arrange a meeting to discuss their situation with appropriate Shire staff and/or provide details (e.g. medical certificate) with the application form.

All eligible household members need to be listed on the application. If applicants are eligible for Commonwealth Rent Assistance, a copy of income statements and proof of identity need to accompany the tenancy application.

If required, applicants will be offered assistance to complete the application form.

Applicants are welcome to bring an advocate/family friend if they wish do so when applying for tenancy.

The head applicant/s and household members must meet the eligibility criteria (refer to sections 2.1 and 7.11).

All tenancy agreements will include a 'no smoking within the ILU property' clause.

2.2.2 Records Management (MP3)

Council will maintain electronic and paper copies of tenancy applications and supporting documents.

2.2.3 Consent Authority

By signing the *Consent Authority for Rental Housing* form (Appendix 4) applicants agree that, for the purpose of processing the application, Council may make enquiries to individuals, agencies or government departments on matters relating to the application.

By signing the *Income Confirmation Service Consent Authority* form (Appendix 5), CRA eligible applicants agree, for the purpose of processing the application, that Council may access income details direct from Centrelink prior to signing the Residential Tenancy Agreement and during the term of the tenancy.

2.2.4 Acknowledgement Letter

The *Acknowledgement of Housing Application* letter (Appendix 9), with a copy of the application form, will be forwarded by post to the applicant/s postal address confirming an application has been received, accepted (or declined) and placed on the ILU Waiting List. The Shire will consider tenants openly and fairly without cronyism and nepotism (Councillors and Staff members will declare any Conflicts of Interest – Appendix 38).

2.2.5 Appeal against Refusal of Application for Tenancy

Applicants can appeal against a refusal of Application for Tenancy within 14 days of receiving advice in writing of the decision announcement. Appeals must be in writing. For further details, refer to Section 11- Appeals.

2.3 Managing the Waiting Lists

2.3.1 Waiting Lists

All eligible tenancy applications will be placed on a Waiting List (as advised by applicant) in order of application receipt date (if all documentation is determined as correct) and recorded.

As units become available, applicants at the top of the Waiting List will be considered before the applicants below. When applicants are allocated a unit they will be removed from the list and all other applicants below will move forward one position.

If a tenancy offer is declined by an applicant at any stage and the applicant wishes to remain on the waiting list, that applicant will retain their position on the Waiting List and be re-contacted when a unit becomes available again.

2.3.2 Conditions of Removal from the Waiting List

An applicant for rental housing may be removed from the Waiting List in the following circumstances:

- The applicant is housed in ILU;
- The applicant no longer meets the eligibility criteria;
- The applicant can no longer be contacted; or
- The applicant advises that they no longer need housing or they request the removal of their details from the Waiting List.

2.3.3 Reinstating a Person Removed from the Waiting List

A person may have their tenancy application reinstated (Appendix 28) on the Waiting List under the following circumstances:

- If a person reapplies after having their name removed due to loss of contact, their time on the Waiting List may be calculated from the date of their original registration. Persons will only be eligible for reinstatement if they have contacted Council within six months of being sent advice that they have been removed from the Waiting List.
- If an applicant is removed from the list because they no longer meet the eligibility criteria, the application may be reinstated to its original position if within six months they become eligible.

Other reinstatement requests will be treated as a “new” application.

2.3.4 Appeal against the Removal from Waiting List

Applicants can appeal against the removal from the Waiting List within 14 days of the decision announcement. Appeals must be in writing. For further details, refer to Section 11 - Appeals.

2.4 Housing Allocation Process

2.4.1 Housing Allocation Decision

Once a unit is identified as vacant or is to become vacant, the applicant at the top of the current Waiting List will be advised; however, the Responsible Person will first re-consider whether any further, updated information is required from this applicant (e.g. where a lengthy period of

time has elapsed prior to the vacancy arising). Tenancies will be awarded on a ratio of one applicant (including a spouse/partner) to one unit. As per 2.2, the Shire will consider tenants openly and fairly without cronyism and nepotism (Councillors and Staff members will declare any Conflicts of Interest – Appendix 38).

2.4.2 Housing Allocation Report (MP4)

Staff will prepare a brief report on a tenancy application for a unit as an application is received. All allocations are to be approved by the Chief Executive Officer.

2.5 Conflict of Interest

All Councillors and staff members will declare a 'Conflict of Interest' when making decisions regarding tenancy allocations (Appendix 38) if such a conflict applies. It should be ensured that decisions are not made by people who have a conflict of interest. This does not mean that the relatives of the Councillor or staff member must be automatically denied tenancy; rather, it means that these staff members should not participate in that decision. The application should be determined on its merit.

Paramount to this ruling is the determination by the Shire to ensure:

- The Shire's dealings with all its customers and respective customers are undertaken without favour or prejudice;
- No staff member of the Council, friend, associate or family member of any staff member may financially or otherwise advantage themselves to the disadvantage of Council;
- It is the responsibility of the individual staff members to judge whether any conflict of interest exists, and to inform the Chief Executive Officer. If in doubt, the matter must be referred to the Chief Executive Officer/Council for consideration;
- The Chief Executive Officer or Council's decision on the matter will be final;
- If a related party of a staff member is an applicant for housing, the staff member will have no say in the tenancy offering process.

2.6 Offer of Housing Notification

Applicants will be notified in writing of an offer and given the opportunity to make an informed choice of whether to accept it or not. If there is no response from the applicant within a reasonable time, efforts will be made to contact the applicant in writing again. In all situations where telephone contact details have been provided, the applicant should also be contacted by telephone.

Applicants have ten days to respond to an offer of accommodation. Consideration for additional time will be given at the Chief Executive Officer's discretion. If applicants decline the offer or, if no response is received within the above period, the offer will lapse and the property will be offered to the next eligible applicant.

2.7 Grounds for Refusal

An applicant can refuse an offer of accommodation without penalty.

2.7.1 Acceptance/Refusal of Offer

To make an informed decision, the applicant must be given the opportunity to:

- Meet with the Responsible Officer;
- Ask any questions;
- Visit the residence;

- Refuse the offer; and
- Request modification and repairs (appropriate to the purpose of the units, as per 3.9.1).

Applicants must take up tenancy within one calendar month of the date of the original tenancy offer unless prior arrangements have been agreed upon by the Chief Executive Officer.

Upon accepting the offer of a unit, an eligible applicant is required to sign the following:

- Residential Tenancy Agreement (eligible tenant/s initials on each individual page) (Appendix 6);
- Property inventory;
- Lodgement of Security Bond Money Form;
- Direct Deduction Authority authorising routine payments of the rent to the Council's bank account when the rent is due;
- Property Condition Report with photographs (Appendix 14);

All of the above documents will be placed on the tenant's file.

2.7.2 Documents and Information the Organisation Must Give to the Tenant (MP5)

In addition to a copy of the *Residential Tenancy Agreement*, signed by the landlord and the tenant, the Organisation will give the tenant a copy of *Schedule 2 Residential Tenancies Act 1987 Information for Tenants (A statement of your rights and duties)*. A Handbook for Tenants will also be issued to each household.

Before handover of the keys to the unit, the Organisation must receive from the applicant:

- two weeks rent in advance; and
- Bond payment amounting to a maximum of four weeks' rent (where applicable).

No applicant shall be given keys or allowed to move into a unit until the *Residential Tenancy Agreement* and *Direct Deduction Authority* forms have been signed, the bond and two weeks rent in advance have been paid and an in-going *Property Condition Report* form (Appendix 14) has been completed and signed by both parties.

If the above payments are not completed within 10 days of acceptance of the offer of tenancy, or an arrangement is not made with the Chief Executive Officer to do so within a reasonable period of time as determined by the Chief Executive Officer, then the offer will be withdrawn and the tenancy offered to the next person on the Waiting List.

When all the appropriate documents have been signed and received, the tenant will be given the keys for the property. A 'hand-over keys receipt' (Appendix 21) will be processed and held on the tenant's file.

2.8 Monitoring Allocations

The Chief Executive Officer will regularly monitor allocations to ensure that they are made as quickly and efficiently as possible to minimise the length of time units are vacant, ensuring that documented procedures are followed.

All efforts will be made to ensure that unit vacancies are kept to a minimum. Where a unit remains un-tenanted or without application for tenancy, for longer than 21 days, the vacancy timeframe will be brought to the attention of the Chief Executive Officer.

Reports on Allocation to Chief Executive Officer

Regular reports on allocations will include:

- frequency and length of vacancy periods;
- issues, if any, with tenancies or property;
- satisfaction of tenants with the process; and
- assessment of how well the properties match tenant needs.

2.9 Feedback

The Shire will seek feedback from tenants on matters such as:

- satisfaction with the tenancy allocation process;
- how well the property has been matched to tenant needs;
- the usefulness and accessibility of information provided to them;
- views about the services provided;
- the quality of the units;
- whether complaints have been handled in an expedient manner;
- satisfaction with the rent management system; and
- satisfaction with overall approach to repairs and maintenance.

This information will be collected (in the form of a survey) on an annual basis (Appendix 36) and/or when a tenancy is ending (Appendix 37). The results will be collated to form a report for Councils perusal.

3. ESTABLISHING AND MAINTAINING TENANCIES

3.1 Rights and Responsibilities

The Committee will provide appropriate information to enable tenants to better understand their tenancy rights and responsibilities, and how the Committee can assist them.

3.1.1 Tenant Rights and Responsibilities

The responsibilities of tenant/s (signatories to the Residential Tenancy Agreement) are as follows:

- a tenant must abide by the conditions of the Residential Tenancy Agreement and the Residential Tenancy Act, if continuation of the tenancy is to be assured;
- a tenant is to ensure that the terms of this agreement are complied with by the occupants and visitors on the premises;
- a tenant must pay a security bond (four weeks' rent);
- a tenant must pay the agreed rental amount on time (two weeks in advance);
- a tenant is responsible for the payment of utility and communication charges;
- a tenant may not do anything on the premises, or permit someone else entering the premises with the tenant's permission to do anything on the premises, which causes a nuisance;
- A tenant must not allow any anti-social behaviour in or around the premises including but not restricted to loud music, swearing, drunken behaviour, uncontrolled parties, fighting, acts of physical violence, unwanted entry into neighbouring properties;
- Injure and/or threaten any Shire officer acting in an official capacity;
- a tenant must not cause or permit any interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises;
- a tenant shall not intentionally or negligently cause or permit damage to the property;
- a tenant must not use the premises or permit the premises to be used for illegal purposes;

- a tenant is responsible for keeping the premises clean and undamaged and their own garden and yard maintained;
- a tenant must pay for all damage and neglect (tenant liability) not deemed 'wear and tear';
- a tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, wilful damage and rubbish removal - these costs will be charged as tenant liability;
- a tenant must report damage within 3 working days, to the Shire. Where there are concerns of health or safety, damage should be reported as soon as possible;
- tenants must not affix any fixture or make any renovation, alteration or addition to the premises without the prior noted consent of the CEO. Such consent must not be unreasonably withheld;
- tenants must not keep unlicensed or un-roadworthy vehicles on the premises without the noted consent of the CEO;
- a tenant must abide by the by-laws governing the area and any other applicable bylaws;
- tenants must maintain the property as their principal place of residence and advise the CEO if leaving the property vacant for more than four weeks;
- the CEO, at its discretion, will give permission for a tenant to be absent from a property for **up to** a continual three-month period (in accordance with insurance requirements), providing that rent continues to be paid as per usual practice;
- tenants must advise the CEO if a household member leaves the unit and must obtain permission from the CEO if another person enters the household on a longer than four-week basis;
- tenants are to cooperate fully with the Shire to undertake property inspections;
- tenants may apply to keep a small, quiet animal on the premises – keeping of a pet is subject to prior approval by Council and incurs a Pet Bond to be paid as per the RTA.
- tenants must leave the premises, at the end of the tenancy, free of all rubbish including any vehicles;
- tenants may not sub-let a unit;
- tenants are not to authorise the installation of pay television services without obtaining written Council approval;
- tenants must not store hazardous materials in/on ILU property; and
- tenants are responsible for the eradication of vermin (rats and mice) and cockroaches.

3.1.2 The Organisation's Rights & Responsibilities

Where a tenant does not adhere to the contractual obligations of the Residential Tenancy Agreement, the Shire may take legal action to recover its property consistent with the provisions of the *Residential Tenancies Act (RTA) 1987* and reserves the right to withhold future tenancies.

The Shire also has responsibilities under the contractual obligations of tenancy. These are:

- to provide security of tenure to tenants who abide by the conditions of their Residential Tenancy Agreement and the RTA;
- to receive rents and issue receipts for cash;
- provide prompt response to requests for repairs and maintenance;
- attend emergency repairs within 24 hours where possible;
- to provide possession of property which is clean and in good repair;
- be fair in deciding liability for damage other than wear and tear;
- to advise tenants promptly of any matters requiring their attention, cooperation or action;
- to provide a tenant with quiet enjoyment of property;
- to provide secure premises;
- to insure the property and provide public liability insurance;

- to provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that is not due to neglect, misuse, wilful damage and rubbish;
- to comply with relevant building, health and safety laws;
- to provide the tenant with the copy of the Residential Tenancy Agreement;
- to ensure privacy and confidentiality of tenants;
- to inspect the property on a three monthly basis and to maintain contact with the tenant for asset management purposes (regularity may be lessened at the discretion of Council);
- to treat the tenant without favour or prejudice;
- to treat the tenant with courtesy and understanding at all times;
- to inform the tenant of in-house and external support services and assistance programs in circumstances where they may be relevant;
- (where appropriate) to ensure staff are trained in the principal aspects of Indigenous culture;
- to have annual termite checks undertaken by a qualified person;
- to conduct external spraying for ants and spiders, by a qualified person, on an annual basis; and
- to remove bird and wasp nests and beehives.

3.2 Residential Tenancy Agreements

With acceptance of an offer to occupy a unit, made by the Shire to the applicant/s, a copy of the *Residential Tenancy Agreement* form will be provided to the applicant to bring to their attention their rights, responsibilities and obligations stated in the *Residential Tenancy Agreement*.

For the purpose of a tenancy application, the Shire must obtain written consent from the applicant before making enquiries with the persons given as referees by the Applicant, and/or other persons or agencies as the Shire may see fit. A signed Application for Tenancy with referee names and addresses included will constitute written consent for the purpose of the tenancy application.

A copy of the *Residential Tenancy Agreement* will be provided to the tenant for signing and any issues relating to the house will be resolved at this time.

After the *Residential Tenancy Agreement* has been signed by all the relevant parties, a copy of the signed Agreement will be provided to the tenant. The signed original copy will be placed on the tenant's file and retained for at least seven years following the tenancy's end date.

3.3 The Property Condition Report

A *Property Condition Report* (Appendix 14) is an inventory report used to describe the condition of a property.

This record is documented evidence of the condition of the property at the time of occupation (in-coming tenant) and at the time the tenant vacates the property. These are called the in-going and out-going (vacating) *Property Condition Reports* respectively.

A property inspection will be undertaken jointly by both parties prior to the commencement of a tenancy. The Shire, in consultation with the tenant, will document the inspection using the *Property Condition Report*. Both parties will sign the report and each party will retain a signed copy.

If the tenant is unable to (or fails to) attend the scheduled inspection, the Shire will carry out the inspection, complete the report, and provide a copy to the tenant. If the tenant disputes

any item in the report, the Shire will arrange a meeting to resolve the matter; otherwise, the original *Property Condition Report* will remain valid.

Any repairs needed must be documented and maintenance needed followed up through the Shire's repairs and maintenance procedures.

The *Property Condition Report* is an official record and protects both parties should any dispute arise concerning damage or missing items. The *Property Condition Report* prepared and agreed at the start of the tenancy can be compared directly with a report prepared at the time the tenant moves out.

3.4 Security Bond (MP6)

The Shire may charge a bond consistent with the provisions within the *RTA*. Where a bond is paid, it must be managed in accordance with the *RTA*. A security bond is a payment made in advance by the tenant to cover any costs for which the tenant may be liable at the end of the tenancy (e.g. for damage). In general, a landlord cannot ask for more than the equivalent of four weeks' rent.

The Shire must record details of bond monies received and issue a receipt to the person paying the bond. A copy of the receipt will be placed on the tenant's file.

All security bond payments will be forwarded to the Bond Administrator at the Department of Commerce (who will then acknowledge receipt to both parties).

3.4.1 Alterations and Additions to the Form

Form 9 – Notice of Variation of Security Bond must be completed in the following circumstances (where applicable):

- change of tenant(s) details;
- change of ownership or property management; or
- bond increase (resulting from variation to rent payable)

3.5 Vacant Possession (MP7)

A tenant will have vacant possession of the property on the day the tenant is entitled to take occupation, as specified in the *Residential Tenancy Agreement*.

3.6 Privacy and Quiet Enjoyment

The Shire will not interfere with the tenant's peace, privacy, comfort and enjoyment, except when exercising a legal right to enter the premises. The Shire complies with Section 46 of the *Residential Tenancies Act 1987* regarding owner's right of entry.

The Shire may enter the premises in the following circumstances but not otherwise:

- In case of an emergency;
- The tenant gives permission at the time;
- To inspect the premises, providing a notice of intended inspection was given to the tenant;
- To carry out or inspect necessary repairs after giving at least 72 hours' notice;
- To show the premises to prospective tenants in the 21 days before the end of an Agreement, after giving the tenant reasonable notice (usually taken to be at least 24 to 48 hours); or
- To show the premises to prospective tenants, after giving the tenant reasonable notice.

The Shire will only enter a property at a reasonable hour in these circumstances, except in an emergency, or where the tenant gives approval. The tenant has the right to be present on these occasions.

If the Shire gives proper notice to enter the premises, and the tenant does not advise that the time of entry is unsuitable, the Shire may use its spare key to enter the property.

If the Shire enters the premises without proper notice, the tenant can request that it doesn't happen again, serve a notice on the owner for not keeping to the Agreement, or seek an order from the Small Dispute Division of the Local Court about acceptable access.

3.7 Periodic Inspections - (MP8)

A periodic inspection will be undertaken by the Shire every three months- timeframes can vary for some properties and tenants, at Council's discretion. Also, by discretion of the Shire, more regular inspections may occur for some tenants, in accordance with the *Residential Tenancies Act 1987*. The inspection will be documented by completing the supplied *Property Inspection Report* (Appendix 14).

The Shire will provide tenants with a *Notice of Intended Inspection* (Appendix 20) 14 days prior to the inspection and enclose a *Helpful Guide to Having a Successful Property Inspection* or similar document.

Following the inspection, a copy of the *Property Inspection Report* (Appendix 14) will be sent to the tenants with a *Notice to Tenant – Attention to Property Required Letter* (Appendix 15) to attend to any matters raised in the inspection report.

3.8 Absences from Property

3.8.1 Temporary Absences

A tenant may without notice be absent from their house up to a maximum period of 4 weeks. If the tenant will be absent for longer than this, advice must be received by the Shire.

3.8.2 Order that Premises are Abandoned

If the Shire believes the tenant has abandoned the premises, the owner may apply to a competent court for an order declaring that the tenant has abandoned the premises.

A court may, upon application by the Shire under this section, declare that the premises were abandoned by the tenant on a day specified by the court and the tenant shall be deemed to have abandoned the premises on that day. As applicable, Refer *RTA Section 77 amended by No. 50 of 1988 s. 18; No. 59 of 2004s. 120(1) and (3).* Refer to Section 7.6 *Abandoned Premises and/or Goods, for more information.*

3.8.3 Special Absences

The Shire, at its discretion, will consider a request from a tenant to be absent from their unit for **up to** a continual three month period.

All requests are to be made in writing to the Shire - written approval must be obtained from the Shire.

In the event of the tenant being absent for a period longer than three months (unless arrangements are negotiated with the Shire), the house will be considered ABANDONED and

action will be taken to terminate the tenancy. This action will only be taken after the Shire has taken steps to make contact with the tenant (without success).

The Shire will endeavour to ensure units are regularly tenanted to meet the demands of other waiting applicants and to provide a fair and equitable system for all.

3.9 Changing Needs of Tenants

The Shire will strive to respond to the changing needs of tenants, in a fair and flexible manner, within its capacity (appropriate to the purpose of the units).

3.9.1 Home Modifications

The Shire will respond to requests for modifications to the property when it comes to the attention of the Shire that the tenant's/household members have changed needs. Tenants are requested to provide supporting information such as an Occupational Therapist assessment. Any home modifications will be considered bearing in mind the appropriateness to the purpose of the units.

3.9.2 Transfers

When a unit becomes vacant, a tenant of another of the Shire's units may apply to transfer to the vacant unit; approval to do so will be at the Shire's discretion. Any such transfer must be treated as a new tenancy for which a new agreement must be signed. The tenant must have no outstanding rent arrears or the transferring tenant must be prepared to pay off any rental arrears owing at a negotiated level. Any rental deduction arrangements must remain in force until all the rental arrears have been paid.

3.9.3 Mutual Exchange

Tenants may approach the Shire with transfer offers they have arranged themselves. Final approval of such a transfer will rest with the Shire as per the allocation policy.

Tenants who wish to exchange residences must both apply in writing to the Shire, stating their reason for seeking the exchange. Tenants can apply for exchange only if both parties to the exchange have no outstanding rent. Note that any such exchange will result in new tenancies, for which new *Residential Tenancy Agreements* must be signed. All such decisions will be at the Shire's discretion.

3.9.4 Utilisation of Housing Stock

The Shire recognises that identifying under/over-utilisation situations and encouraging exchanges may be mutually beneficial to tenants and the financial viability of the ILU. All such exchanges should, however, be voluntary. Where the Shire instigates exchanges, tenants will be offered assistance with relocating costs, as an incentive.

3.9.5 Notices - (MP9)

The Shire will issue Notices to tenants in accordance with the Residential Tenancy Agreement.

4. RENT SETTING, COLLECTION AND ARREARS

Sound housing management practices to support the Shire's housing services include regular collection of rent from tenants. This income goes towards the associated costs of providing housing, such as:

- Water rates;
- Property (building) insurance;
- Projected repairs & maintenance;
- Administrative expenses; and
- Contributions towards purchase of additional housing stock.

4.1 Rent Setting (agreed rent)

Agreed rent is the amount of weekly rent calculated at the time of the tenant and the Shire signing the *Residential Tenancy Agreement* (as recorded in the *Residential Tenancy Agreement*). This rental amount and method is subject to reviews and/or policy changes. Rents will be reviewed in accordance with Section 4.3 Rent Reviews.

4.2 Rental Payments - (MP10)

4.2.1 Commencement Date for First Rental Payment

During the first two weeks of a *Residential Tenancy Agreement*, the Shire cannot require the tenant to pay more than two weeks' rent in advance.

Where applicable, the Shire will request tenants to make cash payment for the number of days between the commencement of the tenancy and the commencement of direct deposit.

After two weeks, the *Residential Tenancy Agreement* can change to an advance payment (if this is set out in the written agreement), with payments on a weekly, fortnightly or four-weekly basis or any other period as agreed by the Shire and the tenant.

The Shire cannot ask for post-dated cheques nor insist that any rent be paid before the period covered by the previous payment is finished.

Apart from rent in advance and a security bond, the Shire cannot require a tenant to make any other payment in connection with a *Residential Tenancy Agreement*.

4.2.2 Rent Payment System

The method of payment is agreed prior to signing the *Residential Tenancy Agreement*; that is, by direct deposit.

The tenant will pay rent fortnightly using a direct deduction from their bank account (all tenants are required to arrange a *Direct Debit* from their bank account). It is required that tenants use this method to pay the shire any rent or rental arrears owing.

4.2.3 Proof of Rental Payment

Receipts will not be issued for payments received through direct deposit; however, *Rental Account Statements* will be provided.

4.2.4 Proper Records of Rent to be Kept

The Shire will keep a record showing the rent received in respect of the premises (RTA Section 34). A record of rent received must be retained by the Shire for at least seven years.

4.2.5 Failure to Pay Rent with Intention to be recovered from Security Bond

Where a bond has been paid, a tenant shall not fail or refuse to pay any rent due under a *Residential Tenancy Agreement* with the intention that the amount of such rent be recovered by the owner from the security bond paid by the tenant.

4.3 Rent Reviews - (MP11)

All of the units occupied by tenants under *Residential Tenancy Agreements* will be reviewed on an annual basis in keeping with the *RTA*. Rent will not be increased within a six-month period of the commencement of the tenancy and there must be at least six months between each consequential rental increase.

In accordance with the *RTA*, when a rent review demonstrates that an increase in rent is justified, staff will send the tenant a letter giving 60 days' prior notice of that increase.

4.4 Increases in Security Bond

Where a bond has been paid, the Organisation will follow the requirements of the *RTA* in relation to bond increases. Refer to Section 31 '*Increase in Security Bond*' of the *RTA*.

4.5 Rent Arrears

When rent is not paid on time (when due), the money that is owed is referred to as "rent arrears" and is recorded as a debt, owed to the Shire by the tenant/s.

Tenants should contact Shire staff if they have any difficulties in meeting their rental obligations. Tenants are encouraged to discuss with the Shire arrangements to pay the arrears in affordable instalments. Tenants may be encouraged to seek financial counselling.

A tenant with a debt to the Shire will be requested to enter into a *Payment Plan Agreement (Appendix 17)* to repay the debt in affordable instalments, and the payments must be maintained until the debt is cleared.

The tenant can arrange to repay the outstanding arrears weekly/fortnightly using direct deduction from their bank account.

The Shire cannot seize a tenant's belongings in lieu of rent owed.

Tenants who reasonably believe that they are not in arrears (behind with their rent) can remain in the unit while the matter is being resolved. This may be resolved through negotiation or when the Shire applies for an eviction hearing in the Small Dispute Division, where both parties can put forward their case. A tenant cannot be forced out of a unit without a court order ending the *Residential Tenancy Agreement*.

4.5.1 Identifying Rent Arrears

The Shire becomes aware of rent arrears when:

- Staff review rental statements;
- A regular rent payment does not appear on the bank statement;
- An agreed arrears payment does not appear on the bank statement;
- The tenant informs the Shire that they are unable to make a payment.

4.5.2 How Residential Tenancies are Terminated - (MP12)

The Shire is committed to assisting tenants to maintain tenancies. Where a tenant breaches the conditions of the *Residential Tenancy Agreement* (other than for non-payment of rent), the Shire will make all reasonable attempts to resolve the problem before proceeding with an eviction.

Where problems with a tenancy, which may constitute a breach, are identified, staff will make contact with the tenant as soon as possible to attempt to resolve the issue, whilst at the same time complying with the *RTA*.

4.6 Tenant Liability for Repairs

Tenants are responsible for the cost of all repairs to ILU property if due to neglect, wilful damage or misuse. They are also responsible for the cost of heavy cleaning and rubbish removal. These costs are termed Tenant Liability.

Where a person other than the tenant is lawfully on premises, the tenant is responsible for, and will be held liable for, any act by that person if he or she intentionally or recklessly causes damage to the premises.

4.6.1 Occupied Tenant Liability

Occupied Tenant Liability is incurred while a tenant is in occupation. Tenants must report to the Shire all wilful damage caused, as soon as practicable, after the occurrence.

Upon receiving the report, staff will visit the premises to assess the amount of damage.

The Shire will send the tenant a *Notice of Costs (Appendix 25)* along with an invoice and *Payment Plan Arrangement (Appendix 14)*, for the tenant to pay either liability in full, or to enter into an arrangement to repay the Tenant Liability in instalments, and the repayments must be maintained until the liability is cleared.

Failure to make a full payment or *Payment Plan Arrangement (Appendix 17)* to pay by instalments within 14 days, or the tenant's default on an arrangement to pay in instalments will result in a termination of tenancy under Section 62 of the *RTA*.

The tenant can arrange to re-pay the Tenant Liability weekly or fortnightly, if not able to pay immediately, by using direct deduction from their bank account or by bank deposit or cash.

The Shire will send an *Acknowledgement of Arrears Arrangement (Appendix 10)* to the tenant, identifying the amount of arrears payment and total amount to be paid.

Staff will record all Tenant Liability action and details.

Tenants will be provided with a statement of Tenant Liability repayments on request or three monthly.

4.6.2 Vacated Tenant Liability

Vacated Tenant Liability is identified at a property inspection when a tenant vacates a unit.

Upon vacation, staff inspect the property and complete an outgoing *Property Condition Report (Appendix 14)*, noting all items of Tenant Liability.

Tenants are responsible for any damage to the property if they have abandoned the property or failed to return the keys at the time of vacating, until the *Property Condition Report* is undertaken. The Shire will take all steps to secure the property once they are aware of the property having been abandoned (and will proceed in accordance with the *RTA*).

When one or more signatories to the *Residential Tenancy Agreement* do not vacate, the *Property Condition Report* must be carried out at the time of vacation of the person/s leaving, but only damage and emergency maintenance will be assessed. General cleanliness will not be assessed. Costs will be apportioned at this stage.

Where all signatories to the *Residential Tenancy Agreement* are vacating the property, full maintenance will be undertaken and costs apportioned in proportion to the number of tenant signatories.

In all instances photos must be taken to validate Tenant Liability and kept on the tenant/s' file.

All details collected through the *Property Condition Report* will kept on the tenant's file.

4.7 Charging Tenant Liability

Tenant Liability is to be charged for cleaning, rubbish removal, and wilful damage in keeping with clause 4.6.

All items assessed and identified as Tenant Liability will be charged and recorded.

Where the Shire makes a forced entry, any damage will be charged to Tenant Liability (e.g. forced entry due to an abandoned property).

In all instances photos must be taken to validate the Tenant Liability and are to be kept in the tenant's file.

In some situations the Shire may waive Tenant Liability items (e.g. where a property is earmarked for demolition, refurbishment or sale). This should include consideration of maintenance items that have been previously deferred pending the refurbishment, length of tenancy, whether the tenant has been relocated at the Shire's request and the age of the property/item.

4.7.1 Fair Wear and Tear

Fair wear and tear means the gradual and expected deterioration to fixtures and fittings caused by normal usage over time.

Examples:

(a) Normal Fair Wear and Tear

- Vinyl and/or carpet wear in corridors and other heavy traffic areas
- A lock that is broken because it is old and worn out
- Paint flaking or paint discoloured over time
- Plaster cracks due to building settling
- Tiles that have lifted in high traffic areas
- Worn enamel and rust stains on the bath or basin

(b) Non Fair Wear and Tear – Wilful or Neglected Damage

- Cigarette burns or stains to carpet or vinyl
- A lock broken by tenants because they forgot/misplaced their keys
- Fire damage from cooking, heating, or candles

- Holes in the wall or door
- Removing, disabling or damaging smoke detectors
- Water damage to vanity cupboards that has been ongoing
- Damage that has worsened due to not reporting

Persistent damage or failure to pay tenant liability may result in termination of the tenancy.

4.7.2 Appeal Rights

The tenant can appeal against the amount of Tenant Liability charges in line with the Shire's Appeal Mechanism. For further details see Section 11 - Appeals.

4.7.3 Disputes between the Organisation and Tenants Concerning Tenant Liability Charges

The Shire will use its Appeal Mechanism wherever possible to resolve disputes regarding Tenant Liability.

When this fails, the Shire and the tenant are able to initiate action under the *RTA*, through the Small Dispute Division of the Local Court. The *RTA*, Section 12 covers Determination of Disputes and 13A the Magistrates Court's jurisdiction. *The Shire's appeals mechanisms are outlined in Section 11.* The tenant may dispute the amount of Tenant Liability charges.

The Shire will initiate action to recoup unpaid Tenant Liability charges.

Where the Shire has not substantiated a Tenant Liability debt this will be waived and the tenant will not be charged.

4.8 Debt Recovery

The Shire will take all necessary steps:

- to recover monies owed by tenants or former tenants, whether such debt is the result of unpaid rent, unpaid water consumption accounts or from the cost of making damage to its property, fixtures or chattels; and
- to prevent, by means of counselling in the first instance and prompt legal action thereafter, the accumulation by tenants of large amounts of debt.

4.8.1 Debts Relating to Current Tenancy

For example: rental arrears, Tenant Liability, and/or water consumption debts incurred during current tenancy.

- Tenants must enter into a proposal to repay the debt and maintain payments until the debt is cleared;
- Failure to enter into a proposal to repay and maintain payments until the debt is cleared will result in a termination of tenancy under Section 62 of the *RTA*.

4.8.2 Vacated Debt

All accounts should be finalised before vacating the property. A tenant with a debt to the Shire will be requested to repay the debt in full or to enter into a *Payment Plan Arrangement (Appendix 17)* to repay the debt in instalments. The repayments must be maintained until the debt is cleared.

4.8.3 Joint Liability of Tenants

Tenants who jointly sign the *Residential Tenancy Agreement* are jointly liable for any debt from the tenancy. This means that a debt is split evenly between all parties signatory to the Agreement.

4.8.4 Debt Subject to Dispute

Where the debt is the subject of a dispute which is being pursued through court action or the Shire's Appeal mechanism, no action will be taken until the process has been completed.

4.8.5 Referral to Commercial Debt Collection Agency

A debt will only be referred to a commercial debt collection agency after all reasonable approaches from the Shire have failed.

Where contact can be made, the debtor will be contacted by the Shire, advised of the debt and the intention to refer the debt to a commercial agency, and offered an opportunity to make repayments.

If payment or an arrangement to pay by instalments is not received within 14 days, the debt may be referred to Council's debt collection agency for appropriate legal action if the amount justifies such expense.

5. PROPERTY OUTGOINGS

5.1 The Shire's Responsibility

The Shire is responsible for:

- building insurance premiums;
- public liability insurance and other insurance premiums, as required;
- water rates (but not water consumption);
- all property damage (other than that caused by tenant damage or neglect);
- all capital and recurrent maintenance (other than that caused by tenant damage or neglect); and
- charges and costs as otherwise agreed to in writing in the *Residential Tenancy Agreement*.

Refer to section 3.1 'Rights and Responsibilities' for additional information.

5.2 The Tenant's Responsibility

The tenant is to:

- comply with the *Residential Tenancies Act 1987*
- pay a security bond (4 weeks' rent)
- pay agreed rent on time (two weeks in advance)
- report any damage to the premises
- pay for all damage not deemed 'wear and tear'
- pay all utility and communication charges
- maintain and keep the premises tidy
- maintain the gardens and remove all rubbish from the property on a regular basis
- use the premises for residential purposes

- co-operate with Shire staff
- report capital and recurrent maintenance attributable to, or caused by tenant damage or neglect; and
- pay charges and costs as otherwise agreed in writing in the *Residential Tenancy Agreement*.

Refer to section 3.1 'Rights and Responsibilities' for additional information.

5.3 Insurance

Where the Shire is responsible for building (residential property) insurance premiums, it will arrange appropriate insurance coverage through a reputable insurance company.

The tenant's personal property and assets are not covered by the Shire's insurance, including any broken windows or damages incurred by the tenant. The tenants are responsible for their own insurance of their personal goods and possessions. The Shire ensures that all homes that the Shire is responsible for must be insured by a reputable insurance company

5.3.1 Tenant Insurance

As above, a tenant's personal property and assets are not covered by the Shire's insurance, including any broken windows or damages incurred by the tenant. Each tenant is responsible for insurance of their personal goods and possessions.

Public liability is covered by the Shire in the case of any person/s who may take action of a legal nature against the Shire regarding public liabilities.

5.4 Condition of the Property

The Shire's obligations include:

- providing the property in a reasonable state of cleanliness at commencement of tenancy;
- providing, at commencement of tenancy, and maintaining the property in a reasonable state of repair having regard to the housing age, character and prospective life;
- complying with requirements in respect to health and safety, in so far as they apply to the property;
- responsibility for the cost of all repairs and maintenance required on a property due to general wear and tear (this excludes all repairs and maintenance required due to neglect, misuse, wilful damage and litter);
- annual spraying for ants and spiders by a suitably qualified person;
- annual termite checks by a suitably qualified person;
- removal of bird and wasp nests and beehives;
- ensuring that repairs and maintenance are provided in an efficient and timely manner to maintain the life of the property and that repairs and maintenance are equitable between tenants and across properties; and
- gardening within common areas.

A tenant's obligations include:

- keeping the premises in a reasonable state of cleanliness;
- notifying the Shire, as soon as practicable, of any damage to the premises;
- ensuring there is no damage to the property caused by intentional or negligent action;
- reporting damage to the Shire as soon as possible, where there are concerns for health or safety;
- ensuring the premises are not used for any illegal purpose;

- ensuring urgent or non-urgent maintenance or repairs to the premises, fixtures or chattels belonging to the Shire, are not performed without the prior written consent of the Shire;
- continuing to pay rent under all circumstances, even if the Shire fails to do maintenance and repairs (if the tenant stops paying rent they are breaching the *Residential Tenancy Agreement* and the Shire can take action);
- upkeep of the garden belonging to their individual unit;
- eradication of vermin (rats and mice) and cockroaches; and
- replacing consumables such as light bulbs and plants (the latter within the tenant's individual unit garden and with the CEO's prior approval).

The tenant will be held liable for the cost of all repairs and maintenance required on the property caused through neglect, misuse, wilful damage. The landlord is responsible for the costs of repairing and maintaining any fixtures such as air-conditioners except for when damage is caused by neglect, misuse or wilful damage.

5.4.1 Refurbishments, Renovations and Home Improvements

The Shire is under no obligation to undertake refurbishments or renovations (e.g. new bathrooms, new kitchens, new carpets or window treatments) requested by tenants.

The Shire only accepts responsibility for repairs and maintenance, as is required. Refurbishments and renovations undertaken by the Shire are subject to a satisfactory tenancy and availability of funds. Any requests for refurbishment, renovation or maintenance must be conveyed in writing and, where approved, arranged by the Shire.

6. REPAIRS AND MAINTENANCE

6.1 Repairs and Maintenance (general)

Repairs and maintenance is the repair or maintenance or replacement of items of like type. This is as opposed to refurbishment or renovation, which are the installation or addition of new appliances or facilities. Repairs and maintenance fall under the following categories:

- day-to-day
- emergency
- vacated
- planned
- minimal (where the property is scheduled for demolition or redevelopment)

6.2 Responsive Repairs and Maintenance Procedure

The Shire aims to ensure that repairs and maintenance:

- are provided in an efficient and timely manner;
- are of sufficient quality;
- assist in maintaining the life of the property; and
- are equitable between tenants and across properties.

Refer to Section 5.4 – *Condition of Property* for a summary of the Shire's and the tenant's obligations.

The following repairs and maintenance will be considered URGENT and will be initiated promptly as a priority:

- electrical repairs and maintenance that are health threatening;
- plumbing and gas repairs and maintenance that are threatening; and
- security repairs and maintenance when the tenant's safety/security is at risk.

The Shire aims to have general repairs and maintenance carried out as soon as practicable. Some day-to-day maintenance (such as a hot water system or a stove not working) will be treated as a priority. Especially in cases where contractors will be charging travel costs to the Shire, staff will seek to make cost effective use of the contractor. Staff will assess whether any planned or routine maintenance pertaining to the units can be brought forward if there appears to be a need to do so or whether same can be delayed until the planned timing.

The tenant must report damage to the premises as soon as possible but, at the latest, within three days of the occurrence. When advised of the need for repairs, staff will attempt to arrange the service as soon as possible in order of reporting date. Where repairs are urgent; that is, creating a risk to people, work will be carried out within 24 hours if possible. The tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, willful damage and rubbish removal.

6.3 Contracts for Repairs and Maintenance

The Shire will select and work with appropriately qualified contractors to ensure that the interests of the Shire and the tenants are protected and that repairs and maintenance undertaken provide value for money.

6.3.1 Preferred Contractors

The Shire will have a list of Preferred Contractors. Prior to engaging contractors, the Shire will receive and sight copies of the contractors' current relevant certificates (e.g. Trade Licence, Public Liability Insurance etc). Contractors must also sign the Shire's Code of Conduct (Appendix 16).

6.4 Code of Conduct - (MP14)

The Shire's Code of Conduct must be observed at all times. The Shire's Code of Conduct is its commitment to providing quality customer service and applies to the conduct of the Shire's employees.

The Code of Conduct also applies to the conduct of the Shire's Contractors and Sub Contractors and their respective staff and visitors.

The Shire has a duty to the Contractors, Sub Contractors and all their respective staff to:

- act fairly;
- maintain high ethical standards in their dealings;
- honour agreements and undertakings and act in good faith;
- establish a fair and equal basis for relationships; and
- be courteous at all times.

Prior to maintenance and other works, the Shire will advise and confer with tenants regarding when contractors will be undertaking such works, and set and confirm times in cooperation with the tenant wherever practicable.

Contractors have a duty to:

- act fairly and in good faith;
- adopt high ethical standards in their dealings with the Shire and its tenants;

- honour agreements and undertakings;
- be courteous to Shire staff and the Shire's tenants at all times;
- advise the tenant the purpose of the visit;
- comply with reasonable requests made by customers with special needs or disabilities; and
- perform all work in accordance with this Code of Conduct.

6.4.1 Property Visit

When visiting a property, the Contractor will:

- park in the street or designated parking area;
- make contact with the tenant, provide identification and explain the reason for calling;
- seek the tenant's permission to enter the property;
- take all necessary steps and reasonable precautions to prevent any damage or loss to the occupant's possessions, property or personal effects. Any damage or loss should be reported to the Shire immediately. Any reimbursement by the contractor to the tenant for any damage or loss caused will be by the mutual agreement of the two parties concerned.

When visiting a property, the Contractor will not:

- smoke within the Shire's property;
- be under the influence of drugs or alcohol when entering the property or while performing work for the Shire;
- accept or provide drugs or alcohol from the occupants of the property or induce any occupants of the house to partake in any such activity;
- use offensive language when conducting business with the Shire or its tenants;
- in action or words do or say things that could be interpreted as intimidating or discriminatory;
- discuss or divulge information with the tenants in relation to the Shire's business or activities;
- discuss or divulge with any other person any private details concerning the occupants of the units;
- advise the occupants of any financial details concerning the contract or the cost of works carried out;
- make any public comments concerning the policies of the Shire or its contracting system.

6.4.2 Right of Entry

The Contractor may enter the premises without consent in a genuine emergency (e.g.; to carry out urgent repairs or to protect the premises from damage). Contractors must have the express approval of the Shire to enter premises in such circumstances.

The Code of Conduct will be included in any Contractor agreements for ongoing contractors.

6.4.3 Urgent/emergency maintenance (after Shire hours)

In cases of after-hours urgency (e.g.; electrical or water issues that are considered unsafe and cannot reasonably wait until Shire office hours resume), tenants may call the Shire's preferred contractors (as listed in the Handbook for Tenants). In these instances, the contractor and tenant must advise Shire staff, during the next available office hours, of any contractor work that has occurred after hours.

6.4.4 Contractor's Performance

Material used in the work and standards of work must be in conformity with the provisions of the contract arrangements.

Any materials not otherwise specified shall be new and, where applicable, materials and standard of work shall be in accordance with the relevant Australian Standards. Occupational Health and Safety regulations and any other relevant requirements must be adhered to.

It is good practice to regularly review contractors' work to ensure quality of service and provide feedback.

To measure a Contractor's work performance, the Shire will:

- seek feedback from tenants following each job and/or following introduction of new Contractors;
- review the reliability/timeliness of a Contractor's quality of work for the cost paid; and
- make regular inspections of the works completed and actively identify and attend to any contractor's warranty issues.

Where the Shire receives complaints of performance these will be recorded and dealt with through the Shire's formal complaints system.

6.5 Performance Targets

The Shire will measure its performance in areas of repairs and maintenance, using indicators such as tenant satisfaction (Appendices 36 & 37), timelines, quality of workmanship and price.

7. TENANCIES

7.1 Tenancies (general)

7.1.1 Visitors

Any visitors who wish to stay longer than two weeks will require prior approval from the Shire.

7.1.2 Supporting Tenancies

The Shire is committed to assisting tenants to maintain their tenancy. Where a tenant breaches the conditions of a *Residential Tenancy Agreement* (other than for non-payment of rent), the Shire will make all reasonable attempts to resolve the problem before proceeding with an eviction and will take a preventative approach, working with the tenant to address the breach issues. The Shire may discuss unacceptable behaviour with the tenant (that is, behaviour that breaches the terms and conditions of the *Residential Tenancy Agreement*); this includes the behaviour of visitors. All such discussions must be documented and filed on the tenant's file.

The Shire will make accurate file notes, including the date of contact and any actions taken.

Other preventive actions may include:

- providing information (for example, on housing alternatives);
- encouraging the tenant to attend any legal hearings;
- consulting with support workers prior to evicting a tenant in a special needs program; and/or
- facilitating access to support agencies or advocates.

The tenant must be made aware that failure to remedy the breach may eventually lead to eviction. The decision for eviction will be made in consultation with Chief Executive Officer and Council. The legislative termination processes will be followed.

7.2 Tenant Damage

Tenants are liable for damage to the property, other than wear and tear, including damage caused by visitors.

Persistent damage or failure to pay the liability may result in the Shire instituting proceedings.

The Shire may seek to end a tenancy through the Small Dispute Division of the Local Court if the tenant has intentionally or recklessly caused or permitted, or is likely to intentionally or recklessly to cause or permit, serious damage to the premises or injury to the owner, agent, or a neighbour. A court will also make an order for possession of the premises of immediate effect.

7.3 Termination by Tenant

A tenant may give notice of termination of a *Residential Tenancy Agreement* to the Shire without specifying any ground for the notice (where a tenant gives notice of termination in this circumstance, the period of notice must be not less than 21 days before the termination day [in accordance with Section 68 of the *RTA*]).

7.4 Termination by Mutual Agreement

The *Residential Tenancy Agreement* may be terminated if both the Shire and the tenant agree in writing signed by both parties that the *Residential Tenancy Agreement* be ended and the date it is to be ended.

7.5 Termination by Frustration of Agreement

Where, otherwise than as a result of a breach of an agreement, the premises or a part of the premises are destroyed or rendered uninhabitable or are appropriated or acquired by any authority by compulsory process:

- the rent will decrease accordingly; and
- the owner or tenant may give notice of termination of the agreement to the other upon that ground.

Where the Shire gives notice of termination under this section, the period of notice will be not less than seven days.

Where a tenant gives notice of termination under this section, the period of notice shall be not less than two days.

Refer to Section 69 of the *RTA* 'Notice of Termination by Owner or Tenant Where Agreement Frustrated'.

7.6 Abandoned Premises and/or Goods

If a tenant abandons a property without giving any notice, or leaves behind personal possessions, the *Residential Tenancy Agreement* is terminated. In such instances, the Shire will ensure the security of the premises and attempt to return the personal possessions to the rightful owner.

However, before taking any action with regard to abandoned premises, the Shire must be certain the premises or goods have actually been abandoned (e.g. the tenant may have gone on holiday or been taken to hospital). The Shire will check with the neighbours, next of kin (if known), other community members, and the post office (for uncollected post). Only when the Shire is certain the property has been abandoned, can the Shire take steps to gain possession and secure the property.

If the Shire is not certain the property has been abandoned, the Shire can apply to the Magistrates Court for an order stating that the tenant has abandoned the premises (using *Court Form 12.*)

The Court may, upon application by the Shire, order the tenant to pay the Shire any compensation to which the Shire is entitled for any loss (including loss of rent) caused thereby. The Shire will take all reasonable steps to mitigate such loss.

Where a property is abandoned, the ex-tenant will be responsible for any damage, including vandal damage recorded by staff in the completed *Property Condition Report (Appendix 14)*.

The Shire will address the issue of abandoned property as per its responsibilities under the *RTA*.

- **Section 77: Order that premises are abandoned**
Where the Shire believes that a tenant has abandoned premises, an application to a court will be made for an order declaring that the tenant has abandoned said premises.
- **Section 78: Compensation where tenant abandons premises**
The Shire shall seek compensation from the tenant for any loss caused thereby, but shall take all reasonable steps to mitigate such loss and shall not be entitled to compensation in respect of any loss that could have been avoided.
- **Section 79: Abandoned Goods**
Where the Shire staff believe that section 79(1) applies and that the value of goods left at an abandoned premise does not exceed the cost of removal, storage and sale of said goods, the Shire will exercise its right to apply to the Commissioner for Consumer Protection for an Indemnity Certificate.

Shire staff will photograph the property and abandoned goods, list all items of value and approximate their worth. Shire staff will also take all reasonable steps to contact the former tenant and show evidence of doing so. All photographs and documentation must be included in the application to assist the Commissioner of Consumer Protection in making a determination whether Section 79 (1) of the *RTA* applies.

7.6.1 Abandoned Goods (as a guide)

1. Perishable foodstuffs: dispose after two days.
2. Goods of little or no value: If the estimated value is less than it would cost to remove the goods, store and sell them at public auction. The Shire may then contact the Department of Consumer and Employment Protection requesting an indemnity certificate.

To apply for an indemnity certificate staff will be required to include:

- The name of the tenant;
- The property address;
- The name of the owner of the property;

- The name and contact details of the person that manages the property on behalf of the owner (if applicable) and;
 - The reason/s why and the date on which the goods were abandoned;
 - Evidence that the Shire has taken all reasonable steps to contact the tenant;
 - List of items to be included in the certificate, their approximate value and any court orders.
3. Goods of higher value: Goods of higher value must be stored at once in a safe place and manner for at least 60 days. Within the first seven days of that period, the Shire must notify the former tenant in writing (where a forwarding address has been given). Someone with a lawful right to the goods may reclaim them within the 60 days or after that time, if they remain unsold, after paying reasonable removal and storage costs. Goods not claimed within 60 days must be sold at public auction and the Shire is entitled to claim the costs incurred in their removal, storage and sale.

The Shire cannot seize the tenant's goods or property as compensation for rent owing.

7.7 Property Inspection at Termination of Tenancy

As soon as practicable, but no later than 14 days prior to the termination of a tenancy (either approved or not approved), the Shire will provide the tenant with a copy of the *Tenants Guide to Vacating Premises*.

A joint outgoing property inspection using the *Property Condition Report* will be undertaken by the parties on the termination of a tenancy on the last day of occupation. The *Property Condition Report* should be signed by both parties immediately after the inspection. The tenant is responsible for the property until the keys have been handed over to the Shire. Keys should be handed over after the property inspection is completed.

Where the tenant has already departed the premises and failed to attend an arranged property inspection, the above procedure will be followed without the tenant's signature to the *Property Condition Report*, noting the tenant as absent.

The tenant is responsible for the cost of repairs to a property due to neglect, wilful damage and misuse. The tenant is also responsible for heavy cleaning and rubbish removal. The Shire will compare the outgoing *Property Condition Report* to the original incoming *Property Condition Report* and calculate any maintenance costs required and outstanding service charges that will be deducted from the amount of security bond to be refunded.

Where Security Bond collection/payment arrangements are in place, unless there are exemption/exclusion clauses, processes and steps must be followed under the *RTA*.

7.8 Account Finalisation

All accounts will be finalised within six weeks of vacation of the property. This includes the bringing to account of the Security Bond. Accounts will include details of any work done.

The Shire will advise tenants of adjustment to their Security Bond by posting a *Notice to Previous Tenant – Security Bond Adjustment* with enclosed *Form 4 – Joint Application for Disposal of Security Bond* which incorporates Security Bond adjustments. Tenants are required to sign the Form 4 and return it to the Shire office. This form is available from the DMIRS website or ring the Advice Line on 1300 304054 to arrange a copy to be posted.

If the amount exceeds the value of a security bond, the procedures detailed in Section 4.7 Debt Recovery will apply.

A tenant may appeal the Shire's decision in accordance with Section 11 - Appeals.

7.9 Security Bond Disposal

At the end of the tenancy, the Security Bond money will be paid out less any deductions for work required that is not due to normal wear and tear (see section 7). If there is no dispute over the condition of the property on handing it back to the Shire, the Security Bond will be refunded in full, in the same proportions as it was paid if more than one party was responsible for its payment. The Department of Commerce matches signatures against those held on the tenant's file.

7.9.1 Signatories Change

The names of the parties who are to receive refunds can be changed and the amounts to be paid to them can be altered, but these changes must be verified by the full signature of all the affected parties at the site of the change, or by way of a signed note that clearly states that they agree to the precise details of the change.

7.9.2 In the Case of a Dispute

If the tenant refuses to sign the disposal form or the Shire cannot contact the outgoing tenant, the Shire may apply to the Magistrates Court by lodging (within seven days and with the appropriate fee) an *Application for Disposal of Security Bond Money* (Form 6). This form is available from the DMIRS website or ring the Advice Line on 1300 304054 to arrange a copy to be posted.

Form 6 is available from the Court. If the tenant doesn't respond when sent a copy of Form 6, the Court may then issue an order for the release of the Security Bond after seven days.

If the tenant completes a Form 6 application, the Shire will receive a copy. There are three options:

- agree to settle the dispute;
- dispute the tenant's application by lodging (within seven days) a Notice of Intention to Dispute Application for Disposal of Security Bond Money (Form 5); or
- ignore the Notice.

If a dispute goes to court, the magistrate will make an order as to how the Security Bond money is to be paid out. A magistrate may order the tenant to pay compensation to the Shire for losses caused by any breach of the *Residential Tenancy Agreement*. This includes failing to comply with an order for possession or for losses incurred as a result of the premises being abandoned.

7.10 Exit Tenant Interview

The Shire will seek feedback (where possible) from tenants, via a survey (Appendix 37), when they end their tenancy. The results of the survey will be recorded to enable a report to be compiled for the ILU Committee's perusal.

This can provide useful information for the Shire on matters such as:

- the reason for ending the tenancy;
- the type and allocation of housing the tenant is moving to, if applicable;
- the tenant's views about the housing services provided;
- the condition of the property;
- any repairs and maintenance that are needed;
- the usefulness and accessibility of information provided to the tenant;
- the satisfaction of the tenant with the rent management system; and

- the satisfaction of the tenant with responses and processes for repairs and maintenance.

7.11 Transfer of a Tenancy to an Eligible Tenant

Where the signatory to the *Residential Tenancy Agreement* leaves or dies, the property can be transferred into the names of the remaining tenant/s at the discretion of the Committee and, where the Committee is in agreement, a new Tenancy Agreement will be entered into (as per eligibility criteria guidelines).

There is no right of succession to a tenancy by another household member who is not a signatory to the *Residential Tenancy Agreement*.

The status of other household members when the signatory to the *Residential Tenancy Agreement* leaves or dies will be considered by the ILU Committee and determined by applying the following rules:

Other Household Members (Residents)

The status of other family members will be considered at the discretion of the Committee regarding factors such as:

- length of time the property has been occupied by the other household members;
- relationship to tenant;
- eligibility to be a tenant of the ILU;
- whether or not they have paid rent at the tenancy;
- whether they are applicants on the Waiting List;
- previous tenancy history; and
- other household members' needs.

In all cases staff will also apply the considerations of the allocations policy in making a final determination on transferring a tenancy. The final decision will rest with Council.

8. ILU MANAGEMENT SYSTEMS

8.1 System Description

All documentation relating to tenancies is to be added to the Shire's record systems (paper and electronic). The Shire recognises a requirement to maintain a secure filing system for tenant correspondence and property documentation. All documentation/correspondence relating to the tenant/property is required to be kept in a secure environment to ensure privacy and confidentiality requirements are adhered to.

8.1.1 Tenant Files

Tenant files should comprise information relating to the tenancy management.

Tenant files to comprise of the following documents:

- Residential Tenancy Agreement
- Tenancy Startup Documents
- Repairs & Maintenance records
- Correspondence
- Property Condition Reports
- Inspections

- Utilities
- Payment Plan Agreements
- Key Release Form
- Consent Authority
- Acknowledgement Letter
- Incident Reports
- Police Reports
- Relevant photographs
- File Notes
- Referrals

9. PRIVACY AND CONFIDENTIALITY

9.1 Privacy Protection

Under the Commonwealth *Privacy and Personal Information Protection Act 1998* information is considered confidential if it was obtained from an applicant, tenant or third party, and could identify an individual or is personal in nature.

The Shire will strive to ensure that applicants' and tenants' confidentiality and privacy are respected and maintained.

9.1.1 Principle of 'need to know' and 'informed consent'

Generally, information should be kept confidential within the Shire on a 'need to know' basis (that is, only those who need the information should have access to it). Council will need to know how many tenants are in arrears, but only the people who work with tenants need to know their names.

Sharing information with other agencies should be limited on the same basis. Tenants' should provide consent for this information to be released (Appendix 4 & 5). For instance, other community agencies may ask for a mailing list to enable them to send their information directly to tenants. This would constitute a breach of confidentiality unless tenants have given their consent.

9.1.2 Privacy for Interviews

For customers wishing to discuss or present confidential information the Shire will provide a suitable private place for this purpose. This same provision of privacy applies to telephone conversations of this nature.

9.1.3 Protecting Confidential Information Internally

Unless there is a reason to identify specific customer details, steps should be taken to ensure their anonymity. This follows the 'need to know' principle when discussing confidential information. Code systems for sharing information concerning specific customers, (such as Tenant 1 or Tenant X) can be used for reporting purposes (e.g. reporting to Council).

In situations that, for valid reasons, require the sharing of information, the applicant's consent should be sought first.

Where tenants have concerns about privacy being used to protect vested interests, this will be handled through having processes in place to monitor and review delegations and ensure that any conflicts of interest are managed properly.

9.1.4 Situations where ‘Informed Consent’ is Not Possible

Where tenants cannot give consent to information being shared, staff will consider how privacy and confidentiality can best be protected.

There may be instances where customers are not in a position to give consent. Staff will attempt to preserve confidentiality where possible and will carefully consider what information can be released in such circumstances.

9.1.5 File Management

The Shire will ensure that all tenant files are stored and destroyed in a confidential manner. Files will be stored in a lockable area and managed as per the Shire’s record keeping requirements. Under no circumstances are staff to remove tenants’ information from the Shire’s premises unless authorised by the Chief Executive Officer.

Where files are computerised, the Shire will ensure that access is restricted to approved users through passwords and that computers have screen savers that are locked when not in use. Computerised files are not to be removed from the shared drive via thumb drives or other means unless authorised by the Chief Executive Officer.

9.1.6 Records Management

The Shire will ensure that records management requirements will be adhered to in accordance with the Shire’s policies and procedures.

9.1.7 An Organisational Culture of Privacy Protection

The Shire will regularly review whether all those involved in the business activities of the Shire understand and act in accordance with their responsibilities concerning protecting confidentiality.

The Shire has a responsibility to make sure that those with access to customer information are aware of the confidentiality policy and procedures. Therefore, the Shire will provide confidentiality written guidelines, training, and discussion to all staff.

9.1.8 Confidentiality Guidelines

For the purpose of a tenancy application, the Shire must obtain written consent from the applicant before making enquiries with the persons given as referees by the Applicant, and/or other persons or agencies as the Shire may see fit. A signed Application for Tenancy with referee names and addresses included will constitute written consent for the purpose of the tenancy application (also noted in Section 3).

The personal information the prospective tenant provides in the application, or collected from other sources, is necessary for the Shire to verify the applicant’s identity, to process and evaluate the application and to manage the tenancy. Personal information collected about the Applicant in the application and during the course of the tenancy, and if the application is successful, may be disclosed for the purpose for which it was collected.

Information already held may also be disclosed to a third party. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that Agreement, then all other relevant personal information collected about the applicant during the course of the tenancy may also be disclosed to a third party (e.g.; for legal purposes).

10. COMPLAINTS MECHANISM

10.1 Complaints Management

An effective complaints and feedback mechanism can benefit the Shire and its customers. In the longer term it can reduce complaints and provide the Shire with important feedback on how to perform better.

10.2 Procedures to Support Good Practice

Procedures to support good practice:

- Complaints and feedback are welcomed and will be used to improve the Shire's performance;
- Simple to follow information about the complaints process, how to make a complaint and customer rights will be readily available for tenants (Handbook for Tenant);
- Complaints received will be formally documented and acknowledged by the Shire;
- Complaints will be dealt with promptly and fairly by the Shire;
- Tenants will be kept informed of the progress of any complaint by the Shire;
- Complainants will not be disadvantaged or suffer any reprisal by the Shire for making a complaint;
- The Shire will provide training to staff for complaints handling;
- The Shire's Chief Executive Officer will be kept informed of all complaints;
- If a complainant is not satisfied with the decision of the Shire, they have the right to take the matter to an independent mediator.

10.3 Taking a Complaint - (MP13)

- Complaints considered to be minor in nature by both Parties will be noted but not lodged through the formal complaints system for further action;
- Matters considered by one or both Parties to be of a more serious or complex nature must be recorded and lodged and the complaints management process followed;
- The tenant will be encouraged to complete a Complaint and Feedback Form and/or the complaint details will be recorded by the Shire on a *Complaint Form (Appendix 35)*.
- Tenants may complain to the Shire about a range of issues that fall outside of the Shire's jurisdiction. Matters could include issues such as Centrelink fraud, abuse, drug dealing etc. The complainant should be advised to refer such matters to the relevant authority (e.g. Centrelink, Ombudsman, Police etc).

10.4 Complaints Management Procedures

Tenants will be provided with information on how to lodge a complaint and a Complaint Form (Appendix 35) – Handbook for Tenants – in accordance with relevant *Acts*.

Information will be displayed and readily available in the Shire office, and provided as requested. The information will be made available in alternative formats upon request, as per Council's complaint handling process.

10.4.1 Assistance to Complainants

Staff will be able to provide verbal advice about the complaint handling process, including offering assistance in making a complaint or providing appropriate assistance to people with specific needs (e.g. provide an interpreter service).

Tenants will be provided with information on tenant advocacy services, should they want assistance with lodging a complaint or making an appeal.

10.4.2 Investigating Complaints

Staff will coordinate the investigation of complaints with relevant other staff/parties and refer matters to the Committee/CEO as needed, such as when there may be a conflict of interest.

The appropriate staff member is responsible for ensuring a complaint is properly assessed to determine the appropriate action to be taken in response to the complaint.

10.4.3 Remedies

Remedies should be consistent and fair for both the complainant and the Shire. Types of redress or responses that are appropriate and reasonable could include:

- apology;
- refund;
- admission of fault;
- change of decision;
- replacement;
- repair/rework;
- correction of misleading or incorrect records;
- protection of complainants;
- technical or financial assistance;
- explanation of how and why the problem occurred and what steps have been taken to avoid it recurring;
- develop or amend policy/procedure;
- a waiver of debt;
- ongoing monitoring of an issue; and/or
- no action recommended.

10.4.4 Response

The Shire will ensure that the outcome and recommendations resulting from a complaint are clearly communicated to a tenant. Where necessary, internal practices, processes or procedures should be reviewed and changes made if required.

10.4.5 Serious Complaints

The investigation of serious complaints would generally involve the following steps:

- establish a list of people to be interviewed and any files or locations to be inspected;
- conduct interviews and inspect sites and documents;
- gather and record information;
- provide relevant information to those involved in the investigation;
- give people an opportunity to comment on information adverse to them before deciding whether to act on it (natural justice);
- observe any legal requirements involved in making decisions;
- research and apply any relevant law;
- evaluate the evidence and make findings;
- identify the factors that contribute to the complaint arising;
- formulate recommendations; and
- prepare a report clearly summarising the matter and results of the investigation, setting out findings and recommendations.

The final decision reached for serious complaints should be provided in writing to the complainant and the correspondence signed off by the CEO.

The final response must be factually correct and:

- address each of the points the complainant has raised and provide a full explanation or reason(s) why it is not possible to comment on a specific matter;
- give specific details about the investigation (i.e. source of information, what was discovered, etc);
- give details of action taken as a result of the complaint;
- provide the name and telephone number of the investigating officer for further queries/discussion;
- offer to meet the complainant with the key staff involved; and
- include details of further action available to the complainant.

If the complainant is not satisfied with the investigation or outcome, they may be referred to an independent complaints body.

10.4.6 External Reviews

If complaints are not resolved by the Shire, the complainant has the right to refer the complaint to an external body, such as the Commissioner for Consumer Protection.

The RTA allows the Commissioner for Consumer Protection to give advice to parties to a *Residential Tenancy Agreement*, to look into the complaints and, wherever possible, help to resolve them. The Commissioner's role is one of mediation and conciliation (s/he cannot issue orders or make determinations in respect of disputes).

Other bodies that can hear some types of complaints include the Equal Opportunity Commission and the WA Police.

Where there is a problem that relates to the Shire's own corporate governance (e.g. financial fraud, lack of transparency in its election processes), it is not appropriate for the governing body to investigate itself. Such complaints/appeals must be referred to an appropriate regulatory body having authority to investigate the matter.

10.5 Monitoring and Reporting on Complaints

The Shire will regularly monitor the complaints process to ensure its effectiveness and accessibility for customers.

For the purpose of measuring the Shire's performance and effectiveness of customer service, statistics may be included in the Annual Report of the Shire for the information of tenants and other stakeholders.

11. APPEALS PROCESS

11.1 Appeals

The appeal process ensures that any customer concerns about the Shire's decisions are dealt with in a fair and open manner before an Appeals Committee. A tenant has the right to appeal most of the Shire's decisions relating to the ILU (11.2 for examples).

11.2 What Decisions can be Appealed?

Most decisions concerning rental housing can be appealed, such as but not limited to:

- an application for accommodation;
- removal from the Waiting List;
- transfer applications;
- rental arrears; and
- Tenant liability for repairs or any other charges.

Exceptions

Decisions that have general application and therefore apply to all customers cannot be appealed.

11.3 How to Appeal

A tenant may request an *Appeal Form* from the Shire office (Appendix 13).

The Shire's appeal mechanism will offer customers an efficient, fair and inexpensive way of appealing an unfavourable decision.

An Appeals Committee should have a mix of appropriate members with a minimum of three people, including one representative from Management and a person independent of the Organisation.

Where there may be perceived conflict of interest (e.g. if the person who made the decision is the Management member) another staff/Committee member or equivalent member should take the place on the Appeals Committee.

11.4 Appeal Procedures

11.4.1 Natural Justice (Procedural Fairness)

The Shire's appeal mechanism will be governed by principles of natural justice or procedural fairness. This means that the decision will be reviewed fairly, equitably and without prejudice.

The rules of natural justice (procedural fairness) require:

- that all persons be given the right to be heard before decisions are taken which affect their rights, interests and legitimate expectations;
- the person be entitled to be made aware of any matters which the decision maker uses in the decision making process;
- the person be given the reason for a particular decision being reached and have the opportunity of responding to them;
- the right to reasonable notice (to give the person time to prepare or answer the case);
- the right for the person to have the case heard in a convenient place;
- the right for the person to appear and have representation by an advocate; and
- that any hearing be fair and unbiased.

11.4.2 Appeal Notice

If a person disagrees with a decision made by the Shire, they are required to lodge written notice of an appeal within 14 days of receiving written notification of a decision. Appeal notice forms are available from the Shire upon request. Written letters will be accepted.

If the person fails to lodge written notice within 14 days of receiving a decision, no further action can be taken and the original decision will stand.

11.4.3 Acknowledgement of Appeal Notice

Upon receipt of a written notice, the Shire will forward an *Acknowledgement of Appeal* letter (Appendix 12).

11.4.4 Notice of Appeal Hearing/Ineligible Appeal

Within seven days of sending the above letter, the Appeals Officer will contact the appellant with either the *Notice of Appeal Hearing* (Appendix 34), if an appeal is to be heard, or the *Ineligible Appeal* letter (Appendix 19).

The Notice of Appeal Hearing will inform the appellant of the place, date and time of the set down Appeal hearing. Appeals will be considered by the Appeal Committee within 14 days of lodgement.

11.4.5 Appellant's Right to Attend Hearing

The hearing will take place either at the Shire's Tambellup administration office or a neutral venue. An interpreter will be arranged for persons of non-English speaking background.

An appellant has the right to attend the hearing of their appeal and have the opportunity to present their case. They may bring an advocate or friend if they wish.

If an appellant is unable to attend a hearing in person but they wish to speak to the Appeal Committee, arrangements will be made for a hearing by conference telephone.

11.4.6 Examination of Appeal Documents

Prior to the hearing, the Appeal Committee will examine all documents relating to the case. Documents relevant to the Appeal are to be copied and forwarded to Committee members at least five working days before the hearing.

11.4.7 Conflict of Interest

On receipt of the Appeal documents, each Committee member is to ascertain whether they are able to hear the appeal without bias. Conflicts of interest must be advised immediately (within 24 hours of receipt of the appeals material), so that a substitute can be arranged.

11.4.8 Appeal Hearing

The Appeal Committee will review the person's situation and the original decision made.

Hearing Committee members prior to the hearing meeting should select a Chair and nominate a member to take notes of the proceedings.

Prior to hearing from an appellant, members are to prepare, discuss and apportion questions designed to ensure all the facts about the appellant's case are understood.

At the hearing, the Chairperson is to provide an overview of the appeal process, including an assurance that the hearing is informal and that the appellant's case can be told in their own words.

An explanation will be given that one member will be taking notes for record purposes and information provided about notification of the decision and of further avenues of appeal.

Should it become apparent in the course of the hearing that additional evidence is required about the appellant's case; the Committee and the appellant are to agree on the nature of the information and the time for it to be obtained/provided.

If an appellant fails to keep the appointment, without providing an adequate reason, the Appeal Committee will proceed to consider the appeal and make its decision based on documentary evidence.

The Appeal Committee will take note of all information presented and the processes used to arrive at the original decision. Ultimately, the Appeal Committee is looking to see that the decision has been fairly determined, having regards to the facts and appropriate policy. The Appeal Committee reserves the right to either re-apply the original decision or change the decision as they see fit.

When it has all the relevant facts, the Committee will discuss all the evidence and then make its decision, documenting the reasons the decision was reached. An *Appeal Committee Decision Form* (Appendix 11) will be completed and signed by all the Committee members.

11.4.9 Result of Appeal

Decisions of the Appeal Committee are final and binding.

The Appeal Committee must inform the appellant in writing within seven days of the outcome of their Appeal by sending a *Result of Appeal* letter (Appendix 24).

Tenant Liability appellants will be advised that they can proceed to the Small Dispute Division of the Local Court.

Total time of providing written decision to the appellant should not exceed 30 days of the appeal being lodged.

11.5 Monitoring and Reporting on Appeals

The Shire will ensure that the effectiveness of the appeals process is regularly monitored. A report to the CEO/Committee must provide information about the number and nature of appeal applications received, their outcomes and any trends (while maintaining customer confidentiality).

12. SETTLING DISPUTES IN COURT (WHERE THE RTA APPLIES) - (MP15)

12.1 Hearings

12.1.1 Where to Apply for a Hearing

The Local Court has a section known as the Small Dispute Division which is authorised under the RTA to hear and determine minor case procedure disputes relating to *Residential Tenancy Agreements*, such as application relating to Security Bonds and other matters, where the amount of the claim is not more than \$10,000.

Claims over \$10,000 other than in an application relating to a Security Bond must be brought in a Supreme, District or Magistrates Court, that is competent to hear and determine a claim founded on contract for the amount of the claim. If the claim is dealt with in the Magistrates Court, the parties may consent in writing to the minor case procedure.

12.1.2 Disputes which End Up in Court

The most common disputes that find their way into court include:

- refusal to return Security Bond money;
- overdue rent;
- damage to the property;
- maintenance of the premises; and
- problems when ending Residential Tenancy Agreements.

Applications must be made to the court closest to the rented premises, unless the parties in the dispute agree to a different arrangement.

The address of the Court, where the hearing will take place, is shown on a form, which will be sent to the Shire. Court staff will advise on the correct form to lodge for a hearing or to defend a matter in dispute, and the application fee cost. However, Court staff cannot give advice about the strength of the case, the possible result or what evidence might be needed.

12.1.3 Attending Court

The Registrar has authority to hear disputes if neither party objects.

Where only one party to a dispute attends Court, the Court can deal with the application without input from the absent party.

If both parties attend Court, a conference may be held before the hearing. This is not compulsory and either party may choose to go straight to a full hearing. Such a conference can be held to:

- relax the parties;
- shorten proceedings by defining the matters at issue;
- resolve the matter, either partially or fully;
- make any orders with the consent of both parties; and
- advise the parties of the procedure in court, if the dispute is not resolved.

If the matter appears likely to be settled in this way, it is important to be aware what each party is agreeing to, as it is final and binding on both.

12.1.4 How the Case is Heard

The Magistrate usually conducts the hearing in the following way (except in the case of a Form 6 Application for a Security Bond dispute, where the owner always proceeds first):

1. The applicant tells their story (evidence) and presents any documents in support of their case;
2. The respondent questions (cross-examines) the applicant about their evidence;
3. If the applicant has witnesses, they tell their story;
4. The respondent can cross-examine each witness;
5. The respondent then tells their story and produces any supporting documents;
6. The applicant can cross-examine the respondent;
7. If the respondent has witnesses, they tell their story;
8. The applicant can cross-examine each witness.

12.1.5 The Decision

When both parties have finished telling their stories, the Magistrate will make a decision, which is final.

Generally, the Magistrate will outline the problem, summarise what has been said and then give the decision, known as an Order.

Everyone must listen to what the Magistrate says when making the Order. The Court will usually send a copy of the Order by mail after the hearing. The Magistrate will advise if this will be done, as procedures vary from Court to Court.

The Magistrate can be asked to explain the Order.

Orders handed down by the Magistrate can include:

- ending a Residential Tenancy Agreement;
- how Security Bond money will be paid out;
- requiring that an action be carried out in accordance with the Residential Tenancy Agreement;
- stopping any action which breaches the Residential Tenancy Agreement;
- payment of compensation by the person in breach of the Residential Tenancy Agreement, for loss or injury (other than personal injury), caused by the breach; and
- payment of rent into the court until the owner carries out the Magistrates Order to remedy a breach or for compensation.

If an Order is granted and the tenant can demonstrate that they would suffer hardship if it was effective immediately, they can ask the Magistrate to suspend the order for up to 30 days.

If the tenant does not pay an amount ordered by the Magistrate, the Shire can take action to enforce the Order. There are different actions.

12.1.6 If a Court Order to Pay is Ignored

If the Small Dispute Division rules that an amount of money be paid but the other party in the dispute does not pay, action can be taken to enforce the order through the Local Court.

The person whom the judgement requires an amount of money to be paid to is referred to as the 'judgement creditor'. The person who must pay this money is the 'judgement debtor'.

The quickest way to recover the debt is to seek a property (seizure and sale) order, which authorises a bailiff to seize and sell as much of the judgement debtor's personal property as necessary to satisfy the judgement debt wholly or partially.

An application to the court for a means inquiry will determine the judgement debtor's ability to pay the debt. A means inquiry must be held when seeking a time for payment order or an instalment order.

A time for payment order requires the debtor to pay the debt in full immediately or on or before a date set by the court.

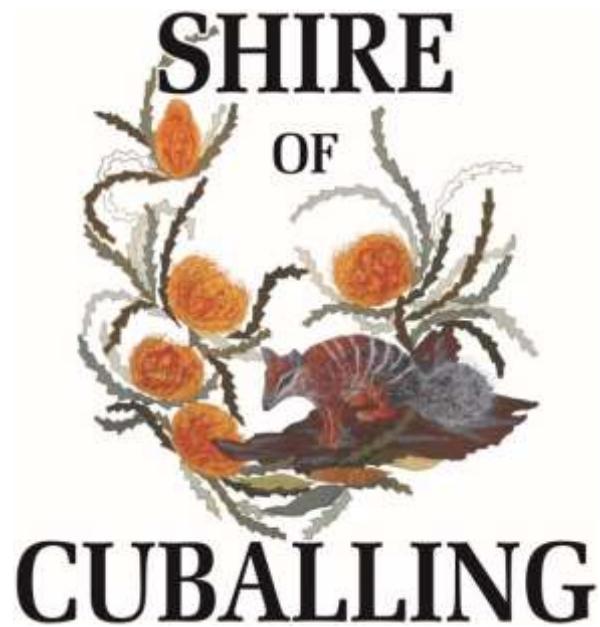
An instalment order requires the judgement debtor to pay the debt by regular instalments set by the Court.

If the judgement debtor does not make payment as required, an application can be made to the Court for a default enquiry.

If the Court is satisfied that the judgement debtor has disobeyed an instalment order or a time payment order, the judgement debtor will be guilty of a contempt of court, and can be imprisoned for this.

Review Policies & Procedures

Date	Policy	Original Text	Replacement Text	Authorised By	Next Review



HANDBOOK FOR TENANTS

December 2020

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ACRONYMS & ABBREVIATIONS

CEO	-	Chief Executive Officer
DCEO	-	Deputy Chief Executive Officer
PCR	-	Property Condition Report
Agreement	-	Residential Tenancy Agreement
<i>Act</i>	-	<i>Residential Tenancy Act 1987</i>

WELCOME

Welcome to the Shire of Cuballing's Independent Living Units.

This Handbook has been provided to answer some of the questions you may have from time to time, during your tenancy.

Council wishes tenants an enjoyable stay at the Shire of Cuballing's Independent Living Units.

MANAGEMENT

The Independent Living Units Accommodation (ILUs) is owned and managed by the Shire of Cuballing with Council staff responsible for day to day operations under the guidance of policies and procedures established by Council.

Your first point of contact, should you have any queries that are not answered in this Handbook, is the Chief Executive Officer (CEO) based at the Shire administration office in Campbell Street Cuballing.

However, if you cannot reach the CEO, you are encouraged to speak with the Shire's Deputy Chief Executive Officer(DCEO) who will endeavour to assist you. Contact details are as follows:

Telephone	-	08 9883 6031
Mail/In Person	-	Campbell, Cuballing WA 6311
Mail	-	PO Box 13, Cuballing WA 6311
Email	-	enquiries@cuballing.wa.gov.au

The ILUS is managed in accordance with the provisions of the *Residential Tenancies Act 1987* which relates to all rental housing in Western Australia.

ADMINISTRATION

Prior to moving in, all tenants are provided with a copy of the following documents:

- Residential Tenancy Agreement (signed by both parties);
- Property Condition Report (signed by both parties);
- Receipt for Security Bond (and, if processed prior to moving in, a Record of Payment of Security Bond from the Department of Commerce)
- *Residential Tenancies Act 1987 (Act)*;
- Handbook for Tenants; and
- Laminated list of emergency and other relevant contacts.



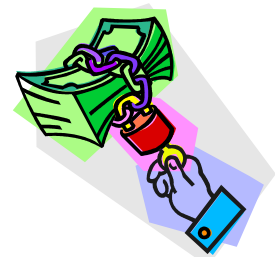
Your Residential Tenancy Agreement (Agreement), Property Condition Report and Record of Payment of Security Bond are important documents and should be stored safely – a copy of each of these documents is also kept at the Shire of Cuballing administration office.

Residential Tenancy Agreement

Your Agreement sets out your rights and responsibilities as a tenant in accordance with the *Act*.

Property Condition Report

Before signing your Residential Tenancy Agreement and collecting the keys to your unit, a Property Condition Report (PCR) will be completed. This document details the condition of the property before you move in and will be used to judge the condition of the property during tenancy and if and when you decide to vacate. You will be given a copy of the PCR after which you will have 14 days to compare its contents with the condition of the unit and bring any differences you feel exist, to the Shire's attention. Once both parties are satisfied that the PCR reflects the condition of your unit, both parties will sign the document to demonstrate agreement on the condition of the property at the beginning of the tenancy.



Security Bond

The Shire will charge a security bond as per the *Act*. Your bond is the equivalent of four weeks' rent and is paid by you to cover any costs which you may be liable for at the end of your tenancy. Upon

receipt of the bond money, it is forwarded (by the Shire) to the Bond Administrator (Department of Commerce) and held until such time as you leave the premises. The Shire reserves the right to increase a security bond amount in line with any rental increase, in accordance with the *Act*.

Where a bond has been paid, a tenant shall not fail or refuse to pay any rent due under a Residential Tenancy Agreement with the intention that the amount of such rent be recovered by the owner from the security bond paid by the tenant.

If, at the end of your tenancy, the cost of any damage exceeds your bond payment, you will be liable to pay any extra costs. Security Bond processes and steps are followed in accordance with the *Act*. The Shire aims to finalise all accounts within six weeks of vacation of the property. Any accounts for repairs, cleaning etc will include details of work done. The Shire will advise tenants of any adjustment to their Security Bond by providing a '*Notice to Previous Tenant – Security Bond Adjustment*' with a *Form 4 – Joint Application for Disposal of Security Bond* which incorporates Security Bond adjustments.

You are required to sign the Form 4 and return it to the Shire office. A short delay period between vacation of the property and repayment of the bond will occur due to the process required to have the money released through the Bond Administrator.

In the event of a dispute and if both parties are unable to reach an agreement, then action can be taken in the Magistrate's Court nearest to the property and that Court will make an order as to how the bond money is to be paid out. If you refuse to sign the disposal form or the Shire cannot contact you, the Shire may apply to the Magistrate's Court by lodging an *Application for Disposal of Security Bond Money (Form 6)*. If you don't respond when sent a copy of Form 6, the Court may then issue an order for the release of the security bond after seven days.

Rent

During the first two weeks of an Agreement, you are not required to pay more than two weeks' rent in advance.

The method of payment for rent is direct debit. Where applicable, the Shire will request tenants make a cash payment for the number of days between the commencement of a tenancy and the commencement of direct debit. After two weeks, the Agreement can change to an advance

payment (where set out in the Agreement) with payments on a weekly, fortnightly or four-weekly basis or any other period as agreed by the Shire and the tenant.

Receipts will not be issued for payments received through direct debit; however, quarterly Rental Account Statements will be provided.

Rental on all units will be reviewed on an annual basis in line with all of Council's fees and charges, in accordance with the *Local Government Act 1995*. Rent will not be increased within a six-month period of the commencement of the tenancy and there must be at least six months between each consequential rental increase. When a rent review demonstrates that an increase in rent is justified, Shire staff will send the tenant a letter giving 60 days' prior notice of that increase.

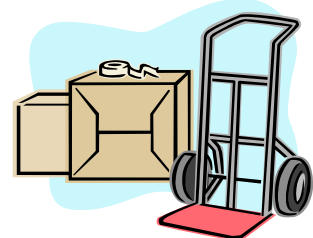
Tenants may apply to keep a small quiet pet on the premises. Requests may be considered on a case by case basis, and on approval a Pet Bond must be paid as per the RTA.

Tenants should contact the Shire if they have any difficulties in meeting their rental obligations.

TENANCY

Rights and Responsibilities

Tenants must not use the premises or cause or permit the premises to be used for any illegal purposes; cause or permit a nuisance; or use the premises for any other purpose than as a residence.



The responsibilities of tenant/s (signatories to the Residential Tenancy Agreement) are as follows:

- a tenant must abide by the conditions of the Agreement and the Residential Tenancy Act, if continuation of the tenancy is to be assured;
- a tenant is to ensure that the terms of this Agreement are complied with by the occupants and visitors on the premises;
- a tenant must pay a security bond (four weeks' rent);
- a tenant must pay the agreed rental amount on time (two weeks in advance);

- a tenant is responsible for the payment of utility and communication charges;
- a tenant may not do anything on the premises, or permit someone else entering the premises with the tenant's permission to do anything on the premises, which causes a nuisance;
- a tenant must not allow any anti-social behaviour in or around the premises including but not restricted to loud music, swearing, drunken behaviour, uncontrolled parties, fighting, acts of physical violence or unwanted entry into neighbouring properties, and must not injure and/or threaten any Shire officer acting in an official capacity;
- a tenant must not cause or permit any interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises;
- a tenant shall not intentionally or negligently cause or permit damage to the property;
- a tenant must not use the premises or permit the premises to be used for illegal purposes;
- a tenant is responsible for keeping the premises clean and undamaged and their own garden and yard maintained;
- a tenant must pay for all damage and neglect (tenant liability) not deemed 'fair wear and tear';
- a tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, wilful damage and rubbish removal - these costs will be charged as tenant liability;
- a tenant must report damage within 3 working days, to the Shire. Where there are concerns of health or safety, damage should be reported as soon as possible;
- tenants must not affix any fixture or make any renovation, alteration or addition to the premises without the prior noted consent of the CEO. Such consent must not be unreasonably withheld;
- tenants must not keep unlicensed or un-roadworthy vehicles on the premises without the noted consent of the CEO;
- a tenant must abide by the by-laws governing the area and any other applicable bylaws;
- tenants must maintain the property as their principal place of residence and advise the CEO if leaving the property vacant for more than four weeks;
- the CEO, at its discretion, will give permission for a tenant to be absent from a property for *up to* a continual three-month period (in accordance with insurance requirements), providing that rent continues to be paid as per usual practice;

- tenants must advise the CEO if a household member leaves the unit and must obtain permission from the CEO if another person enters the household on a longer than four-week basis;
- tenants are to cooperate fully with the CEO to undertake property inspections;
- tenants may apply to keep a small, quiet animal on the premises – keeping of a pet is subject to prior approval by Council and payment of Pet Bond as per RTA.
- tenants must leave the premises, at the end of the tenancy, free of all rubbish including any vehicles;
- tenants may not sub-let a unit;
- tenants are not to authorise the installation of pay television services without obtaining written Council approval;
- tenants must not store hazardous materials in/on the property; and
- tenants are responsible for the eradication of vermin (rats and mice) and cockroaches.

The Shire also has responsibilities under the contractual obligations of tenancy. These are:

- to provide security of tenure to tenants who abide by the conditions of their Residential Tenancy Agreement and the Act;
- to receive rents and issue receipts for cash;
- provide prompt response to requests for repairs and maintenance;
- attend emergency repairs within 24 hours where possible;
- to provide possession of property which is clean and in good repair;
- be fair in deciding liability for damage other than fair wear and tear;
- to advise tenants promptly of any matters requiring their attention, cooperation or action;
- to provide a tenant with quiet enjoyment of property;
- to provide secure premises;
- to insure the property (this does not include a tenant's contents) and provide public liability insurance;
- to provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that is not due to neglect, misuse, wilful damage and rubbish;
- to comply with relevant building, health and safety laws;
- to provide the tenant with a copy of their Residential Tenancy Agreement;
- to ensure privacy and confidentiality of tenants;

- to inspect the property on a three monthly basis and to maintain contact with the tenant for asset management purposes (regularity may be lessened at the discretion of Council);
- to treat the tenant without favour or prejudice;
- to treat the tenant with courtesy and understanding at all times;
- to inform the tenant of in-house and external support services and assistance programs in circumstances where they may be relevant;
- (where appropriate) to ensure staff are trained in the principal aspects of Indigenous culture;
- to have annual termite checks undertaken by a qualified person;
- to conduct external spraying for ants and spiders, by a qualified person, on an annual basis; and
- to remove bird and wasp nests and beehives.

Condition of the Property

A tenant's obligations include:

- keeping the premises in a reasonable state of cleanliness;
- notifying the Shire, as soon as practicable, of any damage to the premises;
- ensuring there is no damage to the property caused by intentional or negligent action;
- reporting damage to the Shire as soon as possible, where there are concerns for health or safety;
- ensuring the premises are not used for any illegal purpose;
- ensuring urgent or non-urgent maintenance or repairs to the premises, fixtures or chattels belonging to the Shire, are not performed without the prior written consent of the Shire;
- continuing to pay rent under all circumstances, even if the Shire fails to do maintenance and repairs (if the tenant stops paying rent they are breaching the *Residential Tenancy Agreement* and the Shire can take action);
- upkeep of the garden belonging to their individual unit;
- eradication of vermin (rats and mice) and cockroaches; and
- replacing consumables such as light bulbs and plants (the latter within the tenant's individual unit garden areas and with the Committee's prior approval)

The Shire's obligations include:

- providing the property in a reasonable state of cleanliness at commencement of tenancy;

- providing, at commencement of tenancy, and maintaining the property in a reasonable state of repair having regard to the housing age, character and prospective life;
- complying with requirements in respect to health and safety, in so far as they apply to the property;
- responsibility for the cost of all repairs and maintenance required on a property due to general wear and tear (this excludes all repairs and maintenance required due to neglect, misuse, wilful damage and litter);
- annual spraying for ants and spiders by a suitably qualified person;
- annual termite checks by a suitably qualified person;
- removal of bird and wasp nests and beehives;
- ensuring that repairs and maintenance are provided in an efficient and timely manner to maintain the life of the property and that repairs and maintenance are equitable between tenants and across properties; and

Insurance

The Shire is responsible for insuring the buildings and any property that belongs to the Shire as well as public liability.

Tenants are encouraged to insure, and are responsible for insuring, their own personal effects.

Neighbours

Tenants have a right to the quiet enjoyment of their home and immediate surroundings. Tenants and their visitors and any pets should not be a nuisance to their neighbours (this may include noises or threats that disturb or worry neighbours).

If you feel your neighbours unfairly disturb you, you should first have a polite discussion with the neighbour explaining the problem in a pleasant, unthreatening tone of voice.

If this fails, please contact the CEO, or, in their absence, the DCEO. The Shire will do what it can to solve the problem in a fair and understanding manner; however, if it is unable to satisfactorily settle a matter, it may resort to calling for the assistance of other agencies; for example, the Police.

Visitors

Visitors are people who live elsewhere, but who stay with you for a short time. Visits for up to two weeks do not require permission from the Shire; however, if you intend to have visitors staying for longer than two weeks, you need to apply through the CEO for approval and obtain permission in writing.

Please note that tenants are liable for the behaviour of their guests and will be liable for any damage their guests may cause.

Telephones

Private telephones can be installed at personal cost to tenants.

Inspections

A periodic inspection will be undertaken by the Shire every three months (or less regularly, at the Shire's discretion). Also, by discretion of the Shire, more regular inspections may occur, in accordance with the Act. Inspections will be documented by completing a Property Condition Report.

Fourteen days' notice will be provided prior to an inspection and a copy of the Property Condition Report provided to tenants following the inspection. The Property Condition Report should be signed by both parties. Should any matters need attendance by a tenant, a '*Notice to Tenant – Attention to Property Required*' letter will be forwarded.

Reasons for conducting inspections include:

- To provide you with the opportunity to discuss any issues you may have with your unit;
- For the Shire to check that everything is in working order;
- To identify any maintenance issues;
- To ensure that the property is being kept in a clean and tidy condition which meets the Shire's expectations.

You may also request an inspection if you wish to ensure that the property is up to standard prior to vacating or transferring; please arrange a suitable time with the CEO if you wish to do this.

Parking

Parking is provided in premises' carport or garage. If you own more vehicles than spaces provided, they will need to be parked/housed elsewhere. Visitors only may park in the parking area designated for visitors.

Rental Reviews

Rental reviews are carried out annually. Following a review, the CEO will provide written advice of any change to rental amounts, giving at least sixty days' notice of any change.

The written advice will state the date that a change in rental will occur and tenants need to advise their relevant bank/organisation of the altered amount and the date from which the alteration is to apply, as quickly as possible, to ensure a timely transition from one amount to another.

Tenants should also, without delay, provide a copy of the Shire's letter of advice to Centrelink, where applicable, and request that Centrelink amend any Commonwealth Rent Assistance it provides in line with any changes made to the rental amount, to take effect as per the date stated in the letter.

Utility Charges

Tenants pay for their own electricity and water charges and are responsible for all telephone charges. The Shire pays for security lighting and all water used by the Shire's gardener on the common areas only.



REPAIRS AND MAINTENANCE

If you are a tenant moving into a new unit (i.e.; the first tenant to occupy a particular unit), please bring any defects to our attention as soon as possible as your unit may still be under a Builder's Contract and we may be able to have the issue resolved by the Builder.



Repairs and maintenance is the repair or maintenance or replacement of items of like type. This is as opposed to refurbishment or renovation, which are the installation or addition of new appliances or facilities. Repairs and maintenance fall under the following categories:

- day-to-day
- emergency
- vacated
- planned
- minimal (where the property is scheduled for demolition or redevelopment)

Responsive Repairs and Maintenance Procedure

The Shire aims to ensure that repairs and maintenance:

- are provided in an efficient and timely manner;
- are of sufficient quality;
- assist in maintaining the life of the property; and
- are equitable between tenants and across properties.

Refer to *Condition of the Property* information for a summary of the Shire's and the tenant's obligations.

The following repairs and maintenance will be considered URGENT and will be initiated promptly as a priority:

- electrical repairs and maintenance that are health threatening;
- plumbing repairs and maintenance that are threatening; and
- security repairs and maintenance when the tenant's safety/security is at risk.

The Shire aims to have general repairs and maintenance carried out as soon as practicable. Some day-to-day maintenance (such as a hot water system or a stove not working) will be treated as a priority. Especially in cases where contractors will be charging travel costs to the Shire, staff will seek to make cost effective use of the contractor.

Staff will assess whether any planned or routine maintenance pertaining to the units can be brought forward if there appears to be a need to do so or whether same can be delayed until the planned timing.

The tenant must report damage to the premises as soon as possible but, at the latest, within three days of the occurrence. When advised of the need for repairs, staff will attempt to arrange the service as soon as possible in order of reporting date. Where repairs are urgent; that is, creating a risk to people, work will be carried out within 24 hours if possible. The tenant is responsible for all costs associated with the

maintenance of the property due to neglect, misuse, willful damage and rubbish removal.

When visiting a property, a tradesperson/contractor is requested to:

- park in the street or designated parking area;
- make contact with the tenant, provide identification and explain the reason for calling;
- seek the tenant's permission to enter the property;
- take all necessary steps and reasonable precautions to prevent any damage or loss to the occupant's possessions, property or personal effects. Any damage or loss should be reported to the Shire immediately. Any reimbursement by the contractor to the tenant for any damage or loss caused will be by the mutual agreement of the two parties concerned.

When visiting a property, a tradesperson/contractor is requested to *not*:

- smoke within the Shire's property;
- be under the influence of drugs or alcohol when entering the property or while performing work for the Shire;
- accept or provide drugs or alcohol from the occupants of the property or induce any occupants of the house to partake in any such activity;
- use offensive language when conducting business with the Shire or its tenants;
- in action or words do or say things that could be interpreted as intimidating or discriminatory;
- discuss or divulge information with the tenants in relation to the Shire's business or activities;
- discuss or divulge with any other person any private details concerning the occupants of the units;
- advise the occupants of any financial details concerning the contract or the cost of works carried out;
- make any public comments concerning the policies of the Shire or its contracting system.

Right of Entry

A tradesperson/contractor may enter the premises without consent in a genuine emergency (e.g.; to carry out urgent repairs or to protect the premises from damage). Contractors must have the express approval of the Shire to enter premises in such circumstances.

A Code of Conduct for Contractors will be included in any Contractor agreements for ongoing contractors.

Urgent/emergency maintenance (after Shire hours)

In cases of after-hours urgency (e.g.; electrical or water issues that are considered unsafe and cannot reasonably wait until Shire office hours resume), tenants may call the Shire's preferred contractors (as listed at the end of this Handbook). In these instances, the contractor and tenant must advise Shire staff, during the next available office hours, of any contractor work that has occurred after hours.

Day to Day Maintenance

Tenants should inform the CEO as soon as practicable and within three days, of any repairs required to the property, in accordance with tenancy law (in the CEO's absence, please inform the DCEO).

Repairs and maintenance arising from fair wear and tear are the responsibility of the Shire. Fair wear and tear means the reasonable use of the property by the tenant and the ordinary effects of usage and natural forces; that is, the gradual and expected deterioration to fixtures and fittings caused by normal usage over time.

Examples:

Fair Wear and Tear

- Vinyl and/or carpet wear in corridors and other heavy traffic areas
- A lock that is broken because it is old and worn out
- Paint flaking or paint discoloured over time
- Plaster cracks due to building settling
- Tiles that have lifted in high traffic areas
- Worn tap washers and minor plumbing repairs
- Fraying flyscreens
- Repairs to cupboards, etc
- Worn enamel and rust stains on the bath or basin

Non Fair Wear and Tear – Wilful or Neglected Damage

- Cigarette burns or stains to carpet or vinyl

- A lock broken by tenants because they forgot/misplaced their keys
- Fire damage from cooking, heating, or candles
- Holes in the wall or door
- Removing, disabling or damaging smoke detectors
- Water damage to vanity cupboards that has been ongoing
- Damage that has worsened due to not reporting

Long Term Maintenance

The Shire makes provision for long term maintenance and will work with the tenant to minimise inconvenience when such maintenance takes place. Examples of long term maintenance include, but are not limited to:

- Replacement of fittings and equipment (e.g.; floor coverings);
- Painting; or
- Hot Water System replacement.

The Shire strives to address repair and maintenance problems as quickly as possible but is, at times, limited by availability of appropriate tradespeople/contractors. The Shire will use suitably qualified local tradespeople/contractors, wherever possible.

Priority Maintenance

Some day-to-day maintenance (such as a hot water system or stove malfunction) will be treated as a priority. The Shire will attempt to complete priority repairs within 48 hours of being notified; again, in line with the availability of suitably qualified tradespeople.

Regular Maintenance

As well as responding when things are broken or damaged, the Shire will undertake regular maintenance work to its properties in the interests of maintaining the good and safe condition of your unit. This falls broadly into two categories: cyclical and long term.

Cyclical maintenance is work that we plan in advance to take place at regular intervals during the year. For example, once a year we carry out pest inspections (termites etc) and we have gutters cleaned out biannually. We also have fire equipment and RCD's/Smoke Alarms serviced regularly.

Tenant Liability

The tenant must pay for repairs to the Shire's property when those repairs have become necessary through neglect, misuse or wilful damage. A tenant is not responsible for damage caused by someone they do not know, as long as they report the damage to the Police as soon as it is noticed and the tenant provides the Shire with a Police incident report number.

The Shire is responsible for the costs of repairing and maintaining any fixtures such as air-conditioners except for when damage is caused by neglect, misuse or wilful damage.

Persistent damage or failure to pay tenant liability may result in termination of the tenancy.

Emergencies

The CEO will normally deal with your calls about maintenance.

In cases of an emergency where you are **not able or it is not practical** to contact the CEO or the DCEO, please refer to your laminated list of local emergency services and tradespeople/contractors. This list is made available in laminated form and is also located at the end of this Handbook as Appendix A.

Examples of emergencies include, but are not limited to:

- Tree/tree branch fallen or blown onto roof of unit
- Broken external windows
- Fire Damage
- Electrical Faults
- Burst pipes or blocked drains.

The Shire will attempt to arrange emergency repairs within 24 hours of being notified; however, may be limited by availability of appropriate emergency services and/or tradespeople.

Posters, Pictures and Paintings

It is appreciated that posters, pictures and paintings help to 'make a house a home'. Tenants are not discouraged from displaying these items and the like; however, the Shire will place a number of hooks on walls and the

tenant should limit the hanging of the above mentioned items to those hooks in place at the beginning of their tenancy.

Should it be necessary, on a tenant's departure, to arrange repairs to the unit as a result of any other hooks/fixtures a tenant may have added or the overloading of existing hooks, the tenant may be charged for those repairs or, in the instance that a security bond has been paid, may have monies deducted to cover such costs.

Please bear in mind the load (weight) you apply to the hooks provided.

Fixtures

As per Tenancy Agreements, a tenant must not affix any fixture or make any renovation, alteration or addition to the premises without prior noted consent of the Committee.

Lost Keys

The tenant is responsible for the replacement of any lost keys. If you lose keys, please contact the CEO who will arrange for a new set of keys to be cut at your expense.



In some cases, locks may have to be replaced if keys are lost. If this happens, the tenant must pay for the lock replacement. Locks cannot be changed without the express permission of the CEO or DCEO.

If a locksmith is required to attend to replace a lock (either during or after hours) so that you can gain access to your property, payment of the call out fee will also be your responsibility. Please contact the CEO or DCEO about lost keys as soon as possible.

Should a lock become unusable, as a course of natural use or fair wear and tear, the Shire will arrange its replacement as quickly as possible.

Pests and Vermin

The Shire arranges annual checks for white ants (termites), by an appropriately qualified pest and vermin eradicator. A suitably qualified person also sprays the exterior of all units for spiders, ants and other pests. Tenants are asked to contact the CEO, as soon as possible at other times, should they notice termites, bird/wasp nests, bee hives or a swarm of bees.

The tenant is responsible for the eradication of all other household pests/vermin including cockroaches, fleas, and mice, except where the infestation occurs within one month of a tenant moving into the unit. In this instance, the tenant should contact the CEO who will organise appropriate assistance to deal with the eradication of the pest.

WORKING TOGETHER

Statement of Tenants' Rights

Tenants have the right to:

- fair and non-discriminatory treatment;
- be treated with respect;
- consultation on major changes that may affect their tenancy;
- a fair and equitable grievance and appeals process; and
- an advocate in their dealings with the Shire.

Assignment or sub-letting

As per the Agreement, tenants may not assign the tenant's interest under their Agreement or sub-let the premises.

St John Ambulance – Spare Key Holders/Duress Alarms

You may wish to arrange for the St John Ambulance call centre (000) to have contact details of people who tenants have designated to hold spare keys to their unit.



In the event that you place a call to St John Ambulance, this service allows call centre staff to advise local ambulance volunteers of contact details for people who have a spare key to your unit.

Should ambulance volunteers not be able to enter, or suspect they may not be able to enter your unit, on arrival (for example; because you may not be able to unlock your door when they arrive), they may contact your spare key holders to assist.

Due to the urgency usually associated with ambulance calls, it is suggested that, if you wish to use this service, your designated spare key

holders (a minimum of two contacts unlikely to be away from home/work at the same time) should be residents within the Cuballing townsite.

Tenants are welcome to take up this offer anytime during their tenancy; simply contact the CEO, during office hours.

Personal duress alarms are a way of alerting someone that you require urgent assistance; tenants are encouraged to purchase an alarm if they feel it would be beneficial.

Grievances/Complaints and Appeals for Tenants

Tenants should, in the first instance, contact the Shire's CEO to attempt to resolve a grievance or make a complaint.



The Department of Commerce (Consumer Protection) - 1300 304 054 - may consider complaints, offer advice to parties and assist in settling disputes. The Department's role is one of mediation and conciliation; however, it does not issue orders or make determinations.

Other bodies that can hear some types of complaints include the Equal Opportunity Commission and the WA Police.

An appeals process ensures that any customer concerns about the Shire's decisions are dealt with in a fair and open manner before an Appeals Committee. A tenant has the right to appeal most of the Shire's decisions relating to the ILUS, including but not limited to:

- an application for accommodation;
- removal from the Waiting List;
- transfer applications;
- rental arrears; and
- tenant liability for repairs or any other charges.

If you wish to appeal a decision you may request an Appeal Notice form from the Shire office and lodge it within 14 days of receiving written notification of a decision. Please contact the Shire if you wish to complete an Appeal Notice form or, alternatively, a written letter will be accepted.

If a tenant fails to lodge a written notice within the above timeframe, no further action can be taken and the original action will stand.

Appeals will be considered within 14 days of lodgement; you have a right to attend the hearing of their appeal and be given the opportunity to present your case (you may bring an advocate or friend if you wish). Arrangements may be made for a telephone conference hearing if you are unable to attend in person.

If you, as the appellant, fails to attend or keep such an appointment without providing adequate reason, the matter will proceed, be considered and a decision based on documentary evidence. Any decision will be final and binding and will be communicated to you within seven days of the outcome.

Tenant Liability appellants will be advised that they may proceed to the Small Dispute Division of the Local Court (where the amount of the claim is not more than \$10,000), if they are unhappy with a decision.

Further information can be obtained by contacting the Shire or referring to the Department of Commerce and Consumer Protection.

Exceptions

Decisions that have general application and, therefore, apply to all customers, cannot be appealed.

Confidentiality

The Shire undertakes to keep tenants well informed, to respect their privacy and to keep personal details about tenants confidential (e.g.; personal effects seen during Property Inspection Reports, personal information) unless there is a legal or public responsibility to do otherwise.

Feedback from Tenants

The Shire is always interested to hear the views of its tenants, in relation to the units. Tenants may wish to make constructive comments to the CEO or DCEO, or to put comments in writing to the Shire.

The Shire will seek feedback (where possible) from tenants, via a survey, when they end their tenancy. This can provide useful information for the Shire on matters such as: reason for ending a tenancy, condition of the property, satisfaction of the tenant with the rent management system and responses and processes for repairs and maintenance.

VACATION OF UNIT

Vacating your Unit

If you intend to vacate your Unit you must give at least 21 days' written notice.

The CEO will then arrange for a joint property inspection using a Property Condition Report (Report). This Report is to be signed by both parties following the inspection.



The Shire will provide you with a copy of the *Tenants Guide to Vacating Premises*. You are responsible for the property until the keys have been handed over to the Shire (this occurs following the final inspection). If you depart the premises and have failed to attend an arranged property inspection, the above procedure will be followed without your signature to the Report, noting the tenant as absent.

The outgoing Report will be compared with the original ingoing Report and any maintenance costs or outstanding service charges will be deducted from the amount of security bond to be refunded.

If the unit is damaged or not clean, a charge may be incurred by you or deducted from the security bond to cover any repairs and/or other expenses as a result of the Shire needing to repair damage or clean the unit.

Rent will be charged up to and including the date of your 21 days' notice expiration and will continue to be charged until your keys are returned, in person, to the CEO (please do not post) and a satisfactory Property Inspection Report is in hand, signed by both parties. If keys fail to be returned, you will be charged for the cost of replacing the locks at your vacated property.

On moving out, you are required to ensure:

- The property is in a clean and sound condition;
- You have removed all of your possessions; and
- You have arranged disconnection and final meter readings for your electricity, telephone and water services -
- Residents must notify Telstra, or their provider, for finalisation of telephone line rental, usage and any other telecommunication costs

that may have been associated with the unit during their tenancy (telephone Telstra – 132200 to arrange);

- Residents must finalise their Electricity account (telephone Synergy 131353 to arrange);

Evictions

The Shire will abide by the *Residential Tenancies Act 1987* and endeavour to work closely with tenants, in a supportive manner, to assist with their tenancies. Tenants will only be evicted as a last resort.

If you, as a tenant, receive a Breach Notice (breach of Residential Tenancy Agreement) from the Shire, you must treat it seriously and contact the CEO or DCEO immediately.

Reasons for Breach Notices include, but are not limited to:

- Not paying rent on time;
- Upsetting/disturbing neighbours;
- Antisocial behaviour;
- Keeping your property in poor condition;
- Damaging the Shire's, or other tenants', property.

Tenants should be aware that failure to remedy a breach may eventually lead to an eviction.

Security Bonds

Refer to *Administration* section.

Abandoned Goods

If you leave personal items behind, after you have vacated the unit, the Shire will follow the procedures outlined in the *Residential Tenancies Act 1987*.

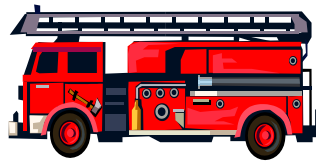
We recommend that you do not leave any personal items behind or, if you do, you advise the Shire of what your intentions are with regard to these items; otherwise, the *Residential Tenancies Act 1987* guidelines will be enacted. Likewise, please talk to our CEO or DCEO if you cannot take some belongings with you.

APPENDIX A - EMERGENCY CONTACTS LIST

**FOR LIFE THREATENING
EMERGENCIES**

Dial 000

(ask for Police, Fire or Ambulance services)



LOCAL CONTACTS:

Police 131 444

Albany Police may answer and, if necessary, contact a Narrogin Officer on your behalf)

Narrogin Hospital 9881 0333

Emergency Department Service (24 hours per day, 7 days per week)

Shire of Cuballing 9883 6031

The Shire is open from 8.30am to 4.30pm Monday to Friday excluding public holidays.

In the event that a situation may require the attendance of a **tradesperson**, please contact the Chief Executive Officer in the first instance.

CEO Mobile – Emergency Only 0427
836 031

9.2.3	Application for Retrospective Development Approval of Piggery and Associated Expansion: Lots 2909 & 6461 (No. 16007) Great Southern Highway, Yornaning
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Location:	Lots 2909 & 6461 (No. 16007) Great Southern Highway, Yornaning
Applicant:	Yornaning Grazing (Tim Wyatt)
File Ref. No:	A399
Disclosure of Interest:	Nil
Date:	7 December 2020
Author:	Gary Sherry
Attachments	9.2.3A Information from applicant 9.2.3B Location plan 9.2.3C Submissions 9.2.3D <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> extract

Summary

Retrospective development approval is recommended for a piggery along with associated expansion of the piggery at Lots 2909 and 6461 (No. 16007) Great Southern Highway, Yornaning.

Background

1. *The application*

The applicant seeks retrospective development approval for a piggery which was established around 20 years ago. The existing piggery is a combination of conventional sheds and deep litter housing. Additionally, the applicant seeks development approval to expand the piggery from a 200 sow farrow-to-finish piggery to a 500 sow farrow-to-finish piggery. The proposed expanded piggery is also proposed to be a combination of conventional sheds and deep litter housing. As part of the proposed expansion, the applicant also seeks approval for various sheds, shelters and an additional effluent pond.

It is proposed that effluent is reused on the property with setbacks of 50 metres from waterways and 20 metres from property boundaries to neighbours. Some of the sludge from the ponds will be spread on-farm with the balance offered to nearby properties.

Details submitted by the applicant are set out in Attachment 9.2.3A. These details include information relating to the property, existing infrastructure, proposed piggery operation, piggery management, staff numbers, vehicle movements, environmental impacts and mitigation measures, community amenity and various plans. The information provided by the applicant provides background information which is generally not repeated in this report.

2. *Application site*

The site's location is outlined in Attachment 9.2.3B which is approximately 7 kilometres north of the Cuballing townsite.

The existing and proposed piggery are largely located on Lot 2909, near the eastern boundary, in an elevated area. Lot 2909 is 65.7898 hectares in area. There are a number of sheds, structures and infrastructure on Lot 2909.

Lot 6461 is largely vegetated and contains sheds and an effluent pond in the north west section. Lot 6461 is 42.38 hectares in area.

The applicant owns a number of additional adjoining and nearby titles and is in the process of acquiring additional lots. Further details relating to the application site, including its characteristics, are set out in Attachment 9.2.3A

3. *Public consultation*

The Shire administration sent letters to 30 stakeholders including adjoining/nearby landowners and relevant State Government authorities seeking comment on the application for 42 days. Additionally, the Shire invited comments through a notice in the Narrogin Observer, a sign on the entry to the premises and details on notice board at the Shire office.

The Shire received 3 submissions which are outlined in Attachment 9.2.3C. None of the submissions object to the application, however various issues were raised.

The Department of Biodiversity, Conservation and Attractions (DBCA) advised that the application is unlikely to cause any impact to significant biodiversity values which are a State responsibility. However, parts of the application area implicate significant biodiversity values which are a Federal Government responsibility. Biodiversity assets are mapped as containing 'Wheatbelt Woodlands' which are a Threatened Ecological Community (TEC) under the *Environment Protection and Biodiversity Conservation Act 1999*. DBCA advises that the application is deferred until the applicant has had the opportunity to respond to the Department of Agriculture, Water and Environment's advice on the assessment of impacts to the Threatened Ecological Community (TEC).

The Department of Water and Environmental Regulation (DWER) does not object to the proposal however advises that the *Environmental Protection Act 1986* requires a works approval to be obtained before constructing a prescribed premise. Following this, a licence/registration is required.

The Department of Primary Industry and Regional Development (DPIRD) raised no objection to the proposal. DPIRD questioned the ability of the proposal to dispose of waste on the site, however the applicants farming operation does include more property than just the site of the piggery.

4. *Planning and environmental context*

There are a range of planning and environmental legislation, strategies, policies and guidelines relevant to the application. Some of these are outlined below with others listed under Statutory Environment.

4A) *Shire of Cuballing Local Planning Scheme No. 2*

The site is zoned 'General Agriculture' in the *Shire of Cuballing Local Planning Scheme No. 2* (LPS2).

The piggery use is defined in LPS2 as 'animal husbandry-intensive' which means 'premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either meat or fur production) or other livestock in feedlots, sheds or rotational pens.'

Animal husbandry-intensive is an 'A' use in the General Agriculture Zone. This means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice (seeking comment) in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015*.

The aims of LPS2 (clause 1.6) include:

- to promote the sustainable management of natural resources including energy, water, land, minerals and basic raw materials by preventing land degradation and integrating land and catchment management with land use planning; and
- to encourage economic growth in rural areas by facilitating the more intensive and diversified use of rural land in appropriate areas for high value products which are compatible with surrounding farm practices and encouraging processing and value adding industries to be located within the Shire.

Clause 3.2(b) sets out objectives for the General Agriculture Zone. The objectives include:

- to encourage intensive agriculture where soil conditions and location are appropriate and it can be demonstrated that off-site impacts (if any) will not adversely affect existing agricultural activities; and
- to ensure that natural drainage patterns/catchments throughout the Shire are recognised in land management practices.

Clause 4.11.2 states 'The local government will support more intensive forms of agricultural production in the General Agriculture zone subject to:

- (a) identification of soil types, availability and adequacy of water supply, and any areas of salt affected land and/or land degradation;
- (b) evidence from suitably qualified consultants and/or the Department responsible for Agriculture on the suitability of the proposed lots and lot size for the intended land use;
- (c) evidence of suitable land care management issues addressing retention of remnant vegetation, revegetation areas, land degradation and salinity management;
- (d) evidence that the proposed activity is compatible with broadacre agriculture or that adverse impacts can be contained within the site; and
- (e) such other matters as may be determined by local government.'

The Development Table – General, which sets out standards for setbacks and related matters, outlines that setbacks for piggeries are to be determined by the local government.

Attachment 9.2.3D sets out an extract from the *Planning and Development (Local Planning Schemes) Regulations 2015* relating to matters to be considered by the local government in determining Development Application and options in determining applications. The Regulations include deemed provisions for local planning schemes which replace relevant clauses in local planning schemes in Western Australia including LPS2.

4B) *Shire of Cuballing Local Planning Strategy*

The application is consistent with the Strategy for reasons including:

- 'Support animal premises and rural industries where relevant site specific matters are addressed and appropriate buffers are provided' (Strategy 38);
- the site is allocated as 'Rural' on the Strategy Plan and is distant from townsites and rural living areas; and
- it supports diversifying and growing the local economy.

4C) *Guidance Statement No. 3 Separation Distances between Industrial and Sensitive Land Uses*

This Environmental Protection Authority document provides generic buffer (separation) distances for a range of activities. In relation to piggeries, it sets out a buffer of 5000 metres for piggery-intensive (premises on which pigs are fed, watered and housed in indoor pens) for

piggeries with more than 5000 pigs. For piggery – extensive, premises on which pigs are fed, watered and housed in outside paddocks or enclosures, the buffer is 1000 metres.

4D) *National Environmental Guidelines for Piggeries*

This document completed by Australian Pork Limited is an industry prepared guideline that provides a nationally agreed approach to management of pig production in Australia to achieve environmental goals. This document considers separation distances from areas of by-product use to relevant receptors and features.

Details relating to separation distances and associated management are outlined in Attachment 9.2.3A.

4E) *Bush Fire Prone Area*

The piggery and portions of the application site are classified as a Bush Fire Prone Area.

Comment

A) *Overview*

It is recommended that Council conditionally approve the retrospective Development Application for a piggery (animal husbandry-intensive) along with the associated expansion of the piggery. This follows assessment against LPS2, the Local Planning Strategy, other relevant planning and environmental documents, information provided by the applicant, considering the views of the submitters and site characteristics. Conditional approval is recommended for reasons including:

- it formalises a long established use which has operated since about 2000 without creating concerns to neighbours;
- the application is consistent with the planning framework including that there are appropriate buffers to off-site dwellings and there are no identified adverse off-site impacts to broadscale agriculture;
- the area will remain rural for the long-term (there are no proposals for the area to be changed to rural residential or rural smallholding);
- the piggery is well setback from the Great Southern Highway and there are limited landscape impact implications;
- other than the effluent pond, no clearing of native vegetation is proposed;
- there are no traffic impact implications;
- it supports a local business, supports diversifying the local economy and it promotes employment opportunities;
- development conditions along with Health Local Laws registration, industry certification and DWER works approval and licencing can assist to minimise impacts and enhance amenity; and
- no objections were received on the Development Application. Accordingly, it can only be assumed that adjoining/surrounding landowners and other stakeholders have no objections.

While noting the above, there are various issues associated with the piggery which should be considered by the Council in determining the Development Application including matters outlined in Attachment 9.2.3D.

B) Key issues

The key issues with the application are summarised below:

- protecting the environmental values of native vegetation – as outlined in Attachment 9.2.3C, the DBCA have outlined there are Threatened Ecological Communities (TEC) on Lot 6461 and on other land owned or leased by the applicant. To address the Commonwealth's *Environmental Protection and Biodiversity Conservation Act 1999*, it is recommended that the proposed effluent disposal pond is relocated from vegetated land (in the north-west section of Lot 6461) to appropriate cleared land and a fence is constructed between operations on Lots 6461 and 2909 and the vegetation identified as a TEC on Lot 6461. Impacts on the TEC are also expected to be considered by DWER as part of the Works Approval;
- setbacks/buffers – the landowner needs to continue to own or control the buffer land;
- managing waste and controlling nutrient runoff - there is a need to obtain additional information from the applicant to ensure that off-site impacts are prevented or minimised from the operation including vehicle wash-down. This may require interceptor drains, earth bunds and settling pit/s;
- on-going management - the responsibility for appropriate on-going management rests with the operator. This includes ensuring that the piggery does not create inappropriate impacts such as odour, noise and dust to adjoining/nearby properties. Additionally, that the operator appropriately addresses matters such as biosecurity and mortalities management. It is suggested that these matters can be appropriately addressed through quality assurance undertaken by the operator and be enforced through the *Shire of Cuballing Health Local Laws 2007*. DWER advise the applicant needs to obtain a Works Approval and a licence from DWER; and
- fire management including reducing fire risk.

C) Buffers/setbacks

Piggeries by their nature of operations have the potential to create emissions including odour, noise and dust. Better planning practice requires a suitable buffer between piggeries and 'sensitive' uses such as dwellings. Accordingly, piggeries should be sited and operated to prevent unreasonable interference with the health, welfare, convenience, comfort or the amenity of neighbours.

It is noted that the established piggery is well setback from dwellings not forming part of the applicant's farm. The applicant owns or leases a number of titles and the piggery is appropriately sited to minimise off-site impacts to dwellings owned by other landowners. The nearest residence, not owned by the applicant, is approximately 1150 metres to the south-west.

Accordingly, odour, noise and dust are unlikely to have a detrimental impact on existing off-site dwellings provided the piggery is appropriately managed in accordance with the relevant guidelines. The operator's extensive track record, where no concerns have been raised with the Shire, provides increased assurances that odour, noise and dust can be effectively managed.

D) Registration, works approval and licencing

Should the Council grant development approval, there is a separate requirement for the landowner/operator to make an Application for Registration of Premises for Offensive Trade to the Shire. This is to address the *Public Health Act 2016, Health (Miscellaneous Provisions) Act 1911* and the *Shire of Cuballing Health Local Laws 2007*. Amongst matters, the Health Local Laws requires the operator to prevent nuisances impacting human health and to ensure there is appropriate land management.

The DWER advise there is a need for a works approval and associated licence from DWER.

E) *Quality assurance*

The Australian Pork Industry Quality Assurance Program (APIQ) provides the framework and standards by which Australian pig producers can demonstrate they are responsible farmers who care for their animals and the environment by following safe and sustainable practices contained in their publications. APIQ accreditation provides an additional level of compliance to ensure that the piggery is managed and operated at an industry standard. Accreditation reduces the risk of piggeries creating negative impacts on the amenity of adjoining areas.

The Australian Pork Limited *National Environmental Guidelines for Piggeries* (2nd edition revised 2010) outline best practice management for Australian piggeries.

As part of the Development Application, the applicant's environmental consultant has prepared an Environmental Management Plan.

Strategic Implications

Agriculture is the key industry within the Shire of Cuballing.

Statutory Environment

There is a range of legislation and regulations relevant to the application including:

- *Planning and Development Act 2005* and LPS2;
- *Planning and Development (Local Planning Schemes) Regulations 2015*;
- *Environmental Protection Act 1986* and the *Environmental Protection Regulations 1987*;
- *Public Health Act 2016* and *Health (Miscellaneous Provisions) Act 1911* - a piggery is defined as an offensive trade and must be registered with the local government on an annual basis;
- *Shire of Cuballing Health Local Laws 2007*;
- *Soil and Land Conservation Act 1945*; and
- *Biosecurity and Agriculture Management Act 2007* and *Biosecurity and Agriculture Management Regulations 2013*.

There are also a range of policies, strategies and publications including:

- *EPA Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses*;
- *EPA Guidance Statement No. 33 - Environmental Guidance for Planning and Development*;
- *State Planning Policy 2 Environment and Natural Resources Policy*;
- *State Planning Policy 2.5 Rural Planning* – objectives include to promote regional development through the provision of ongoing economic opportunities on rural land, to protect and improve environmental and landscape assets and to minimise land use conflicts;

- *State Planning Policy 2.9 Water Resources;*
- *National Environmental Guidelines for Piggeries (May 2010); and*
- *DER Guidance Statement: Separation Distances (draft) – August 2015 – sets a generic buffer of 1000 metres for noise impacts, with odour buffers determined through the criteria set out in the National Environmental Guidelines for Piggeries.*

Policy Implications

It is suggested that Council may wish to clarify its approach to animal husbandry-intensive uses and possibly also for rural industries through preparing an associated Local Planning Policy.

Financial Implications

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

Economic Implications

Approval of this application will formalise the existing use, assist to increase monies spent locally and assist with job creation.

Social Implications

No objections were received from adjoining/nearby landowners. Provided the landowner effectively manages the operation, the piggery should have manageable off-site impacts.

Environmental Considerations

It is suggested that the operator can suitably manage environmental impacts. At this stage, a key consideration is ensuring there are no impacts on a Threatened Ecological Community. There is a separate requirement for the operator to be registered for an offensive trade and to maintain accreditation, along with gaining a works approval and licence from DWER.

Consultation

Adjoining/nearby landowners, relevant State Government agencies and the community were invited to make comment on the Development Application.

Options

The Council can:

1. approve the Development Application with no conditions;
2. approve the Development Application with conditions;
3. refuse the Development Application (providing reasons); or
4. defer and seek additional information.

Voting Requirements - Simple Majority

OFFICER'S RECOMMENDATION:

That Council approve the retrospective Development Application for a piggery and associated expansion of the piggery (animal husbandry – intensive) including various sheds, shelters and an additional effluent pond at Lot 2909 on Deposited Plan 111431 (No. 16007) and Lot 6461 on Deposited Plan 121905 Great Southern Highway, Yornaning, subject to the following conditions:

- 1. the development hereby approved must be carried out in accordance with the plans and specifications submitted with the application (addressing all conditions) or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government;**
- 2. the applicant shall prepare and submit a Drainage Management Plan to the specification and satisfaction of the local government, prior to the local government registering the piggery under the Shire of Cuballing Health Local Laws 2007, which sets out:**
 - (i) attenuation measures such as earth bunds and interceptor drains to limit off-site impacts;**
 - (ii) that waste water run-off and by-products from piggery operations including machinery, plant and equipment wash-down will drain into a suitable treatment system/s;**
 - (iii) how the design addresses relevant Water Quality Protection Note 26 and Note 39 prepared by the Department of Water; and**
 - (iv) how wastewater will not contaminate groundwater or surface waters;**
- 3. the approved Drainage Management Plan is to be suitably implemented to the satisfaction of the local government prior to the local government registering the piggery under the Shire of Cuballing Health Local Laws 2007;**
- 4. the applicant to implement dust control measures for the piggery to the satisfaction of local government on an on-going basis;**
- 5. a Fire Management Plan to be prepared and implemented to the satisfaction of the local government prior to the local government registering the piggery under the Shire of Cuballing Health Local Laws 2007. Thereafter, the approved Fire Management Plan shall be subsequently maintained to the satisfaction of the local government;**
- 6. an Environmental Management Plan, with the exception of the proposed effluent pond location, to be implemented and maintained to the satisfaction of the local government;**
- 6. as part of the Environmental Management Plan, the proposed effluent pond is to be located on cleared land to the satisfaction of the local government with details agreed prior to the commencement of site works;**
- 8. as part of the Environmental Management Plan, suitable fencing is installed between the piggery operations on Lot 2909 and in the north-west section of Lot 6461 and the native vegetation on Lots 6461, to the satisfaction of the local**


government, prior to the local government registering the piggery under the Shire of Cuballing Health Local Laws 2007; and


9. the reuse of effluent and the spreading of sludge on the landowner's properties is setback a minimum of 50 metres from waterways and made roads and a minimum of 20 metres from property boundaries to neighbours and is applied in a way that minimises amenity impact on the locality are to the satisfaction of the local government.

ADVICE

- A) In relation to conditions 6, 7 and 8, the native vegetation on Lot 6461 (along with other parts of the application area) contain significant biodiversity values which are a Federal Government responsibility. Biodiversity assets are mapped as containing 'Wheatbelt Woodlands' which are a Threatened Ecological Community (TEC) under the Environment Protection and Biodiversity Conservation Act 1999.
- B) The applicant is advised that the piggery must comply with other statutory requirements including the Public Health Act 2016, Health (Miscellaneous Provisions) Act 1911 and the Shire of Cuballing Health Local Laws 2007. The piggery shall be registered with the local government as an offensive trade under the Shire of Cuballing Health Local Laws 2007.
- C) The applicant is advised that the piggery is required to gain a Works Approval and a licence from the Department of Water and Environmental Regulation (DWER). The applicant is encouraged to contact DWER to confirm regulatory requirements under the Environment Protection Act 1986 and the Environmental Protection Regulations 1987.
- D) The local government encourages the applicant to:
- (i) comply with the National Environmental Guidelines for Indoor Piggeries (2018) or any updates;
 - (ii) be registered and operated in accordance with the Australian Pork Industry Quality Assurance Program;
 - (iii) undertake appropriate mortalities management practices to prevent groundwater and surface water contamination, odour nuisance, spread of infectious diseases and vermin breeding;
 - (iv) establish and maintain a complaints management system; and
 - (v) report any environmental incident promptly to the Department of Water and Environmental Regulation and to the local government.
- E) It is the responsibility of the applicant to advise the local government when all conditions relating to the development have been satisfied.
- F) The application site is located within the Murray Surface Water Area as proclaimed under the Rights in Water and Irrigation Act 1914.
- G) If the applicant is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

APPLICATION FOR DEVELOPMENT APPROVAL

Owner Details		
Name: Tim Wyatt		
ABN (if applicable):		
Address: 16007 great southern highway Cuballing Postcode.6311		
Phone: Work: 0428520334 Home: Mobile: 0428520334	Fax:	Email: wyattt@outlook.com.au
Contact person for correspondence: Tim Wyatt		
Signature: 		Date: 24-9-20
Signature:		Date:
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).</i>		

Applicant Details (if different from owner)		
Name: Yornaning Grazing		
Address: 16007 Great Southern hwy Postcode: 6311		
Phone: Work: 0428520334 Home: Mobile:	Fax:	Email: wyattt@outlook.com.au
Contact person for correspondence: Tim Wyatt		
The information and plans provided with this application may be made available by the local government for public viewing in connection with the application. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Signature: 		Date: 24-9-20

Property Details		
Lot No:	House/Street No:	Location No: Lot 2909, 6461
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Title encumbrances (e.g. easements, restrictive covenants. N/A		
Street name: Great Southern Hwy	Suburb: Yornaning	
Nearest street intersection: Great Southern		
Proposed Development		
Nature of development:	<input type="checkbox"/> Works <input type="checkbox"/> Use <input type="checkbox"/> Works and use	
Is an exemption from development claimed for part of the development?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, is the exemption for:	<input type="checkbox"/> Works <input type="checkbox"/> Use	
Description of proposed works and/or land use: Expansion of existing Piggery.		
Description of exemption claimed (if relevant):		
Nature of any existing buildings and/or land use: As per supporting documents		
Approximate cost of proposed development: \$800,000		
Estimated time of completion:		
Acceptance Officer's initials: Local government reference No:	<i>OFFICE USE ONLY</i> Date received:	

Attachment to: Proposed Expansion of existing 200 sow Farrow-to-finish Piggery to 500 sows

Tim Wyatt

15983 Great Southern Hwy

Yornaning WA 6311

Endorsement of property owner – Timothy John Metzke

Land District	Lot No	Deposited Plan/Diagram/Plan	Volume	Folio
Cuballing	6030	Deposited Plan 119267	1397	842
Cuballing	14043	Deposited Plan 255047	35	395A
Cuballing	6461	Deposited Plan 121905	35	399A

As owner of the listed lots, I Timothy John Metzke fully support the Wyatt families Proposed expansion of their existing 200 sow Farrow-to-finish Piggery to 500 sows as per their application.

It is to be noted that the above listed lots are under contract of sale by offer & acceptance to Yornaning Nominees Pty Ltd as trustee for the Wyatt land Trust, with settlement to take place on the 21st of December 2020.

Timothy John Metzke



24 September 2020



LEAP

Livestock Environmental and Planning

Wyatt Piggery Application: Proposed

Expansion of Farrow-to-Finish Piggery to 500 Sows



Information to Support Development Application, Works Approval &
Licence Application

Private Bag 260 (110 Natimuk Road) Horsham Vic 3401

P: 03 5381 0530 F: 03 5381 0719 M: 0419 787 137

robyn@leap-consulting.com.au www.leap-consulting.com.au ABN: 48 557 393 171





Document Status Record

Client: Tim Wyatt
15983 Great Southern Highway
Yornaning WA 6311

Document Title: Proposed Expansion of existing 200 Sow Farrow-to-Finish Piggery to 500 Sows
– Information to Support Development Application & Licence Application

Job No: 161

Document File Name: 161 Wyatt piggery application Final

Version No	Date of Issue	Description	Signatures		
			Author	Checked	Approved
1	30 th April 2020	Draft	RWT	RWT	RWT
2	20 th July 2020	Second Draft	RWT	RWT	RWT
3		Submitted			

Notes:

Version 1 This is a draft report for client comment.

Version 2 This is a second report for client comment.

Version 3

This report has been compiled to provide detailed information for the Shire of Cuballing, DWER and other interested agencies to use in assessing an application for the expansion of an existing 200 sows farrow-to-finish piggery located at 15983 Great Southern Highway, Yornaning to 500 sows farrow-to-finish.

Disclaimer:

1. Livestock Environmental and Planning has taken all reasonable steps to ensure that the information contained in this publication is accurate at the time of production. In some cases, Livestock Environmental and Planning has relied on information supplied by the client.
2. This report has been prepared in accordance with good professional practice. No other warranty, expressed or implied, is made as to the professional advice given in this report.
3. Livestock Environmental and Planning maintains **NO** responsibility for the misrepresentation of results due to incorrect use of information contained within this report.
4. This report should remain together and be read as a whole.
5. This report has been prepared solely for the benefit of the client listed above. No liability is accepted by Livestock Environmental and Planning with respect to the use of this report by third parties without prior written approval.
6. Where soil testing has been undertaken, it should be noted that soil conditions can vary significantly even over relatively short distances. Under no circumstances will any claim be considered because of lack of description of the strata and site conditions as shown in the report. In addition, the client or contractor shall be responsible for satisfying themselves as to the nature and extent of any proposed works and the physical and legal conditions under which the work would be carried out, including means of access, type and size of mechanical plant required, location and suitability of water supply for construction and testing purposes and any other matters affecting the construction of the works.

This document should be cited as follows: Livestock Environmental and Planning, 2020, Wyatt Piggery Application: Proposed Expansion of Piggery to 500 Sows - Information to Support Development Application & Licence Application, Livestock Environmental and Planning, Horsham, VIC, 3400.

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TO OBTAIN THIS COMPLETE ATTACHMENT

Please contact the Shire of Cuballing on 08 9883 6031 or enquiries@cuballing.wa.gov.au.



- monitor reuse areas for weeds and control these if necessary.
- test the soils of reuse areas annually to identify any nutrient surpluses or imbalances. Recommended analysis parameters are:

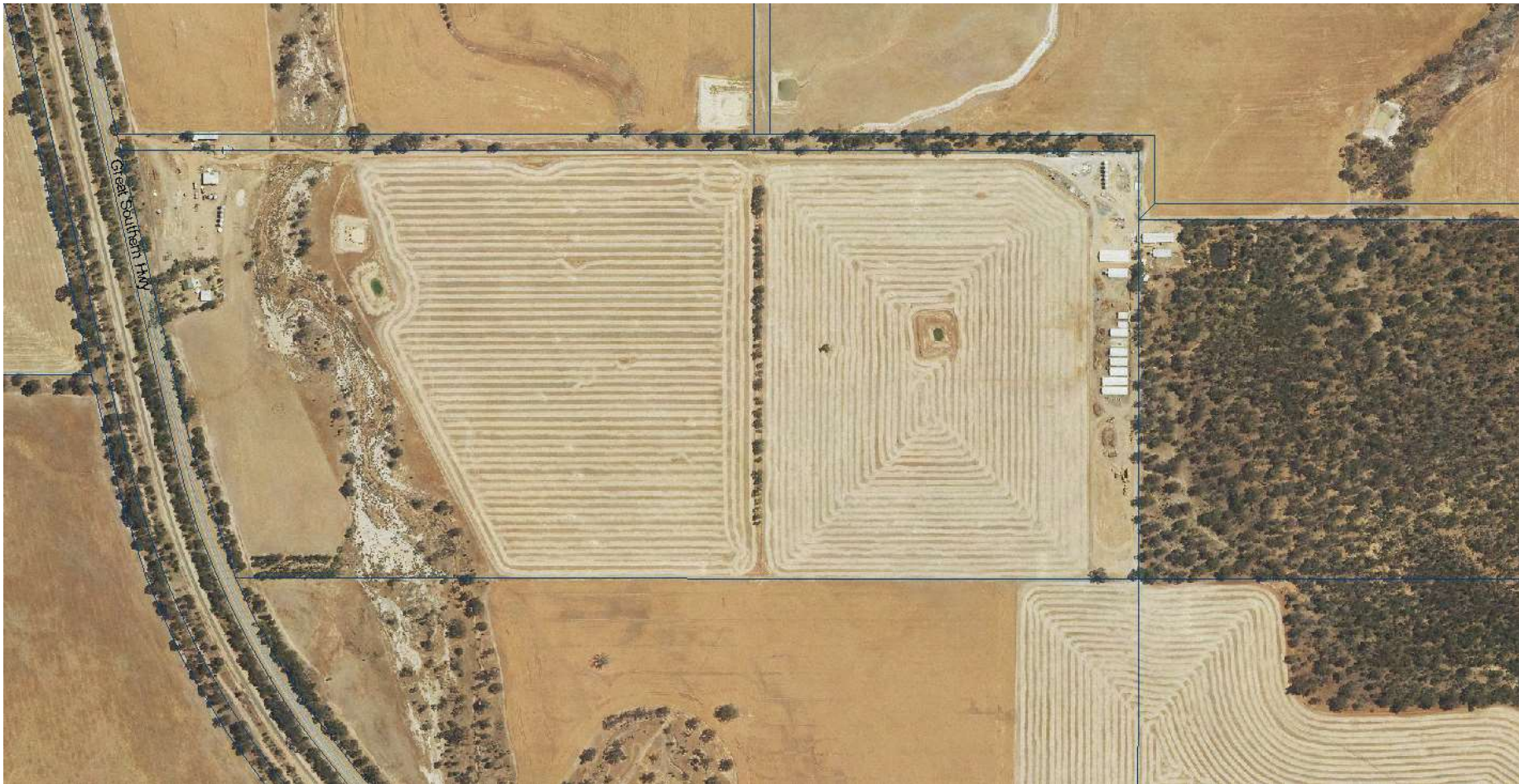
Topsoil (0-10 cm)

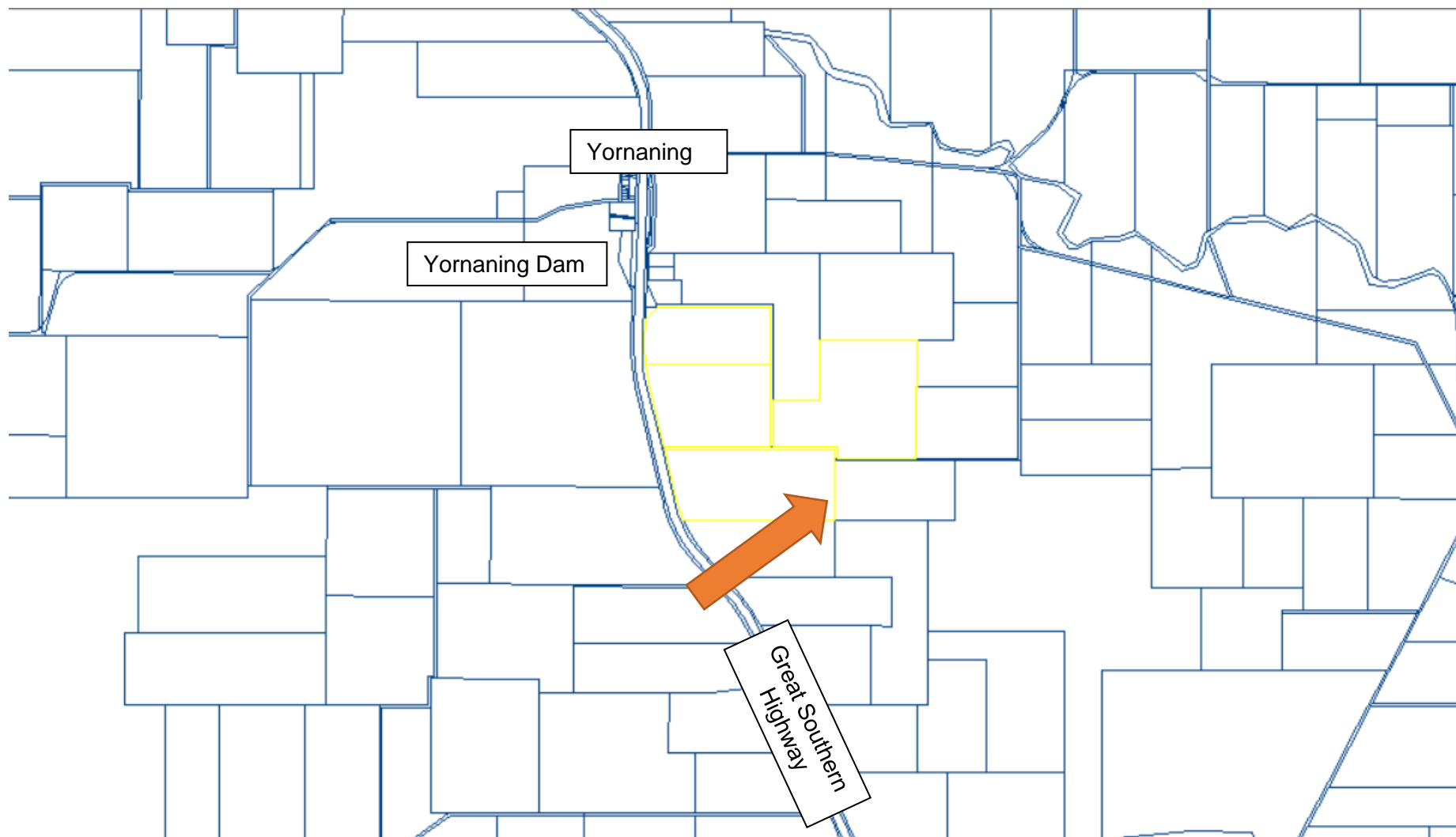
- pH
- EC
- nitrate nitrogen
- available phosphorus
- potassium
- copper
- zinc
- organic carbon
- CEC and exchangeable cations

Subsoil (30-60 cm)

- pH
- EC
- nitrate nitrogen
- available phosphorus
- potassium
- CEC and exchangeable cations

Should you need further guidance, please don't hesitate to contact Tim Wyatt on 0428 520 334.







Government of **Western Australia**
Department of **Water and Environmental Regulation**

Your ref: A399
Our ref: RF6259 & PA037791
Enquiries: Nicolene Gault, Ph 9550 4237

Shire of Cuballing
PO Box 13
Cuballing
WA 6311

Attention: Chief Executive Officer

Dear Gary Sherry

PLANNING APPLICATION: A399 – PIGGERY – 16007 (LOC'S 2909 & 6461) GREAT SOUTHERN HIGHWAY, YORNANING

Thank you for providing the planning application received with correspondence dated 13th of October 2020 for the Department of Water and Environmental Regulation (Department) to consider.

The Department has identified that the proposed piggery within 16007 Great Southern Highway Yornaning has the potential for impact on environment values and water resource management. In principle the Department does not object to the proposal however key issues, recommendations and advice are provided below and these matters should be addressed.

Issue

Industry Regulation

Recommendation

The Department regulates emissions and discharges from the construction and operation of prescribed premises through a works approval and licensing process, under Part V of the *Environmental Protection Act 1986* (EP Act).

The categories of Prescribed premises are outlined in Schedule 1 of the *Environmental Protection Regulations 1987*.

The EP Act requires a works approval to be obtained before constructing a prescribed premises and makes it an offence to cause an emission or discharge unless a licence or registration is held for the premises.

The provided development application request was reviewed in relation to works approval and licence requirements under Part V Division 3 of the EP Act.

Based on the information provided, the Department can advise that the information is consistent with a works approval application submitted to the Department in respect to the following category as per Schedule 1 of the *Environmental Protection Regulations 1987* for the following category:

Kwinana Peel Region
107 Breakwater Parade Mandurah Ocean Marina Mandurah Western Australia 6210
PO Box 332 Mandurah Western Australia 6210
Telephone: 08 9550 4222 Facsimile: 08 9581 4560
www.dwer.wa.gov.au

Category	Category description	Production or design capacity
2	Intensive piggery: premises on which pigs are fed, watered, and housed in pens.	1,000 animals or more

The *Environmental Protection Act 1986* requires a works approval to be obtained before constructing prescribed premises and make it an offence to cause an emission or discharge, unless a licence or registration (for operation) is held for the premises.

DWER has not received an application for a works approval or licence for this premises to date. As such, DWER recommends that the applicant lodge an application for a works approval (or licence) with DWER.

The applicant is advised to refer to the information and Guideline: Industry Regulation Guide to Licensing available at <http://www.der.wa.gov.au/our-work/licences-and-works-approvals> and / or if they have queries relating to works approvals and licences to [contact DWER](mailto:info@dwer.wa.gov.au) at info@dwer.wa.gov.au or 6364 7000

The application will need to demonstrate compliance with the *Environmental Protection (Noise) Regulations 1997* and *Environmental Protection (Unauthorised Discharges) Regulations 2004* irrespective of whether the premises is prescribed or not.

An application for a works approval should also outline how it will be constructed and operated to meet the most current industry guidelines such as the National Environmental Guidelines for Piggeries (Australian Pork Ltd)

In addition, the attached Fact Sheet provides information for intensive piggeries (see Attachment 1).

Note that this advice is provided based on information provided. Should this information change, the works approval and/or licensing requirements may also change. Applicants are encouraged to contact DWER at the above contact details to clarify requirements, should there be changes to information.

*'Production capacity' and 'design capacity'

- The **production capacity** is the rate at which a product is produced as relevant to the description of the prescribed premises category; and
- **design capacity** is the maximum capacity/capability for which the facility or equipment is designed to receive, handle, process, contain or emit, as relevant to the description of the prescribed premises category.

Issue

Surface Water

Advice

The subject area is located within the Murray River System surface water area as proclaimed under the *Rights in Water and Irrigation Act 1914*. Any surface water abstraction from waterways within this proclaimed area is subject to licensing by the DWER.

The issuing of a surface water licence is not guaranteed but if issued will contain a number of conditions that are binding upon the licensee. Please contact the licensing business support unit on 1800 508 885 for further advice.

Where the Department has a statutory role (ie under the *Environmental Protection Act 1986*), planning applications should be considered prior to the Department issuing any relevant permits, licenses and/or approvals.

In the event that the applicant determines that a works approval or licence application is required under Part V of the *Environmental Protection Act 1986* (EP Act), the advice provided in this communication does not prejudice and must not be considered to infer the outcome of the EP Act licence and works approval process.

In the event there are modifications to the proposal that may have implications on aspects of environment and/or water management, the Department should be notified to enable the implications to be assessed.

Should you require any further information on the comments please contact Nicolene Gault on 9550 4237.

Yours sincerely



Brett Dunn
Program Manager – Planning Advice
Kwinana Peel Region

04 / 11 / 2020

Attachment 1: Industry Regulation fact sheet Intensive Piggery



Industry Regulation fact sheet

Intensive piggery

This fact sheet provides guidance on the Department of Water and Environmental Regulation's (DWER) administration of licences and works approvals for intensive piggeries.

Any premises where an activity listed in Schedule 1 of the [Environmental Protection Regulations 1987](#) (EP Regulations) is carried out at, or above, the specified production or design capacity are prescribed premises and regulated by DWER under Part V of the [Environmental Protection Act 1986](#) (EP Act).

Prescribed premises require a works approval for construction and a licence (Category 2) or registration (Category 69) to operate.

Intensive piggeries are described in Categories 2 and 69 of the EP Regulations:

Categories 2 and Category 69: Intensive piggery

Description of category	Production or design capacity
Category 2	
Intensive piggery: premises on which pigs are fed, watered, and housed in pens.	1,000 animals or more
Category 69	
Intensive piggery: premises on which pigs are fed, watered, and housed in pens.	More than 500 but less than 1,000 animals

Application

Interpretation

Intensive piggeries are operations where pigs are fed, watered, and housed for the purposes of production, relying primarily on prepared or manufactured feed or rations to meet their nutritional requirements.

DWER considers the following types of indoor and outdoor piggeries to be intensive piggeries, as defined in the [National Environmental Guidelines for Indoor Piggeries](#) (NEGIP), issued by Australian Pork Limited:

- 'conventional' piggeries;
- 'deep litter' piggeries (eco-shelter); and
- 'feedlot outdoor' piggeries.

Production/design capacity

In determining the production or design capacity of intensive piggeries, DWER considers the maximum number of pigs within the premises at any one time. The total number of pigs is determined using Standard Pig Units (SPU), as defined in the NEGIP.

Environmental risk

Intensive piggeries involve a risk of causing pollution or environmental harm unless the prescribed premises are appropriately regulated and managed. The EP Act sets out a range of offences that specifically relate to occupiers of prescribed premises, in addition to general offences relating to pollution and environmental harm. For further information on these offences, refer to DWER's *Industry Regulation Guide to Licensing* and the EP Act.

Emissions and discharges from intensive piggeries typically include:

- odour;
- solid and liquid wastes (for example manure, carcasses, spent bedding, effluent);
- potentially contaminated stormwater;
- noise;
- biogas; and
- dust (for example from the movement of vehicles or animals).

Assessment

DWER applies a risk-based approach to its regulatory functions under the EP Act. DWER publications, [Guidance statement: Decision-making](#) and [Guidance statement: Risk assessment](#), detail the approach taken by the Department in assessing applications for works approvals and licences under Part V of the EP Act.

DWER considers that the NEGIP represents the most appropriate industry guideline to inform its assessment of works approval and licence applications for intensive piggeries.

In assessing applications for works approvals and licences, DWER will assess emissions and discharges from the primary intensive piggery activity, including any directly related activities that give rise to emissions and discharges:

- buildings or yards where pigs are housed;
- feed mill and feed storage facilities;
- waste treatment and storage areas;
- wastewater irrigation and solid waste application areas;
- biogas recovery and use; and
- carcass management areas.

DWER may consult with Local Government Authorities and the Department of Health about approvals for the treatment and disposal/irrigation of liquid waste.

Where a prescribed premises has been assessed by the Environmental Protection Authority as a 'significant proposal' and is subject to a Ministerial Statement granted under Part IV of the EP Act, the conditions of a works approval or licence granted under Part V must not be contrary to the conditions of the Ministerial Statement.

More information

For further information, please contact DWER Regulatory Services (Environment) on 6364 7000.

This document is available in alternative formats and other languages on request.

Applicants can seek more specific guidance on environmental guidelines for piggeries from publications such as the National Environmental Guidelines for Indoor Piggeries (Australian Pork Limited).

Additional publications regarding DWER's assessment of licence and works approval applications are available online at www.der.wa.gov.au/our-work/licences-and-works-approvals, or can be requested by phone on the above number.

Legislation

This document is provided for guidance only. It should not be relied upon to address every aspect of the relevant legislation. Please refer to the State Law Publisher (SLP) for copies of the relevant legislation, available electronically from the SLP website at www.slp.wa.gov.au.

Disclaimer

This document has been published by the Department of Water and Environmental Regulation. Any representation, statement, opinion or advice expressed or implied in this publication is made in good faith and on the basis that the Department of Water and Environmental Regulation and its employees are not liable for any damage or loss whatsoever which may occur as a result of action taken or not taken, as the case may be in respect of any representation, statement, opinion or advice referred to herein. Professional advice should be obtained before applying the information contained in this document to particular circumstances.

The Department of Water and Environmental Regulation was established by the Government of Western Australia on 1 July 2017. It is a result of the amalgamation of the Department of Environment Regulation, Department of Water and the Office of the Environmental Protection Authority. This publication may contain references to previous government departments and programs. Please email the Department of Water and Environmental Regulation to clarify any specific information.

This publication is available on our website <www.dwer.wa.gov.au> or for those with special needs it can be made available in alternative formats such as audio, large print, or braille.



Department of Biodiversity,
Conservation and Attractions



Your ref: A399J
Our ref: 2014/001709
Enquiries: Mike Fitzgerald
Phone: 08 9881 9223
Email: mike.fitzgerald@dbca.wa.gov.au

Gary Sherry
Chief Executive Officer
Shire of Cuballing
PO Box 13
Cuballing WA 6311

Dear Sir

Planning Application – Piggery – 16007 (Locs 2909 & 6461) Yornaning

The Parks and Wildlife Service of the Department of Biodiversity, Conservation and Attractions advises that, based on currently available information, this application for subdivision is unlikely to cause any impact to significant biodiversity values which are a State responsibility. However, in assessing the application, it was found that parts of the application area implicate significant biodiversity values which are a Federal Government responsibility.

The biodiversity assets are mapped as containing Eucalypt Woodlands of the Western Australian Wheatbelt ('Wheatbelt Woodlands'). This vegetation type was listed as a Threatened Ecological Community (TEC) under the Australian Government's *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) in 2015.

The mapping for the Wheatbelt Woodlands ecological community by the Department of Agriculture, Water and the Environment (DAWE) indicates areas where the TEC is 'likely to occur' and represents the broad-scale vegetation map units areas most likely to contain the described ecological community. The ecological community may, however, occur outside of the 'likely to occur' areas, within the broader 'may occur' boundary.

The DAWE mapping therefore represents the indicative present distribution of the Wheatbelt Woodlands TEC.

In the current application, the applicant has not assessed the potential for adverse impacts on the TEC, although some potential environmental impacts have been mentioned.

Consequently, we recommend that further assessment of the planning application be deferred until the applicant has had the opportunity to respond to DAWE's advice on the assessment of impacts to this TEC. Their contact number is 1800 803 772.

Wheatbelt Region, Parks and Wildlife Service
PO Box 100, Wald Street Narrogin, Western Australia, 6312
Phone: (08) 9881 9200 Fax: (08) 9881 1645
Narrogin@dbca.wa.gov.au

Please contact Mike Fitzgerald on (08) 9881 9223 (mike.fitzgerald@dbca.wa.gov.au) if you require clarification or further information.

Yours sincerely



Chris Stewart
Acting Regional Manager
Wheatbelt Region

5 November 2020

Planning Application
Piggery – 16007 (Locs 2909 &
6461) Yornaning

- Legend**
- Roads
 - TEC
 - Cadastre (2019)



1:17,628
(A4)



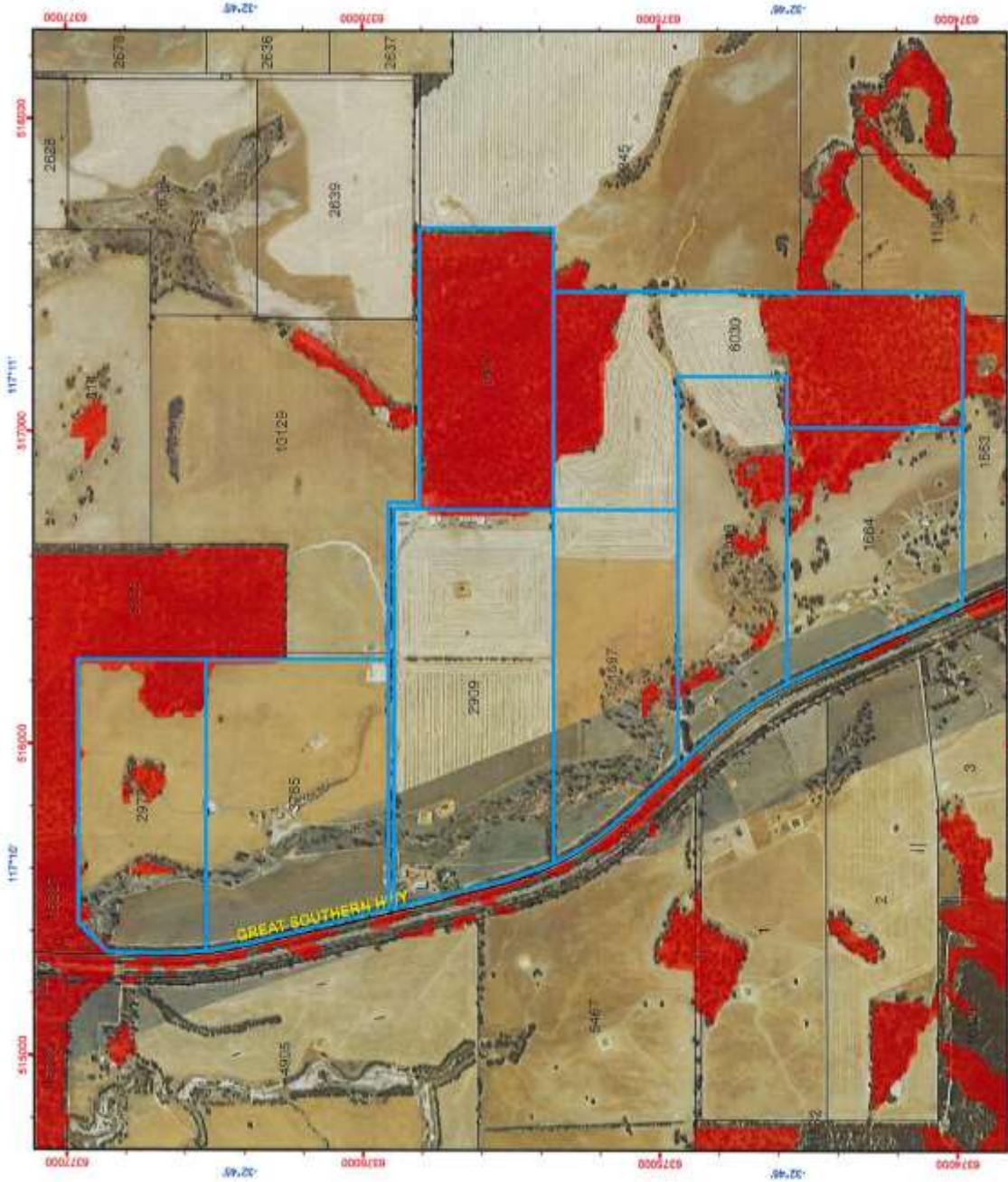
GDAM NGA Zone 50



Produced by M. J. Fitzgerald,
Department of
Biodiversity, Conservation
and Attractions



Produced at 10:28am, on May 1, 2020



515000 516000 517000 518000 519000
627000 628000 629000 630000 631000

117°10' 117°11'

Graphic shown at 1 minute intervals
Grid shown at 1000 metre intervals

Roads and tracks on land managed by DBCA may contain unmarked hazards and their surface condition is variable. Exercise caution and drive to conditions on all roads.

117°10' The Dept. of Biodiversity, Conservation and Attractions does not guarantee that this map is without flaw of any kind and declines all liability for any errors, omissions or other consequences which may arise from relying on any information depicted.

516000 517000 518000



Department of
**Primary Industries and
Regional Development**

Your reference: A399
Our reference: LUP 961
Enquiries: Greg Doncon

Gary Sherry
PO Box 13
Cuballing WA 6311

enquiries@cuballing.wa.gov.au

Date: 2 December 2020

Dear Gary

Planning application – Piggery – 16004 (Loc's 2909 & 6461) Great Southern Highway, Yornaning

Thank you for inviting the Department of Primary Industries and Regional Development (DPIRD) to comment on the planning application (plan)

DPIRD does not object to the proposal and offers the following comments:

- DPIRD expects that all piggeries are compliant with the National Environmental Guidelines for Indoor Piggeries (2018). It is apparent that this application has been developed based on the relevant standards in these Guidelines, in most instances.
- DPIRD has not checked the calculations for waste generation or the calculations for pond sizing.
- Clarification on the application of sludge, spent bedding, mortality compost and effluent to land is required, as it is unclear that there is enough land area, each year, for the disposal of all types of waste products. Figure 13 shows that there is 241 hectares (ha) of arable land available on the property but the plan indicates the total land required per year to dispose of the waste is 1,493ha.
- The plan proposes on-farm disposal of effluent from the breeder and finisher sheds (149ha) and composted mortalities (43ha), leaving about 49ha on farm for the other waste disposal. The planning application calculates sludge reuse will require an additional 830ha per year and spend bedding another 471ha per year and that both types of waste will mainly be disposed by spreading on other neighbouring properties.
- The plan would benefit from a summary indicating the amount of waste products applied to land of this property versus the amount taken off-site each year, plus

3 Baron-Hay Court, South Perth 6151
Locked Bag 4 Bentley Delivery Centre 6983
Telephone +61 (0)8 9368 3333 enquiries@dpird.wa.gov.au
dpird.wa.gov.au
ABN: 18 951 343 745

an estimate of the number of trucks required to remove the waste off site. Section 4.7 (Traffic) indicate that there could be 37 truck movements to transport the spent bedding (section 5.1.2), but detail is absent for the transport of other waste types.

- The plan states that the application of spent bedding every 3 years would result in a surplus of phosphorus and potassium but that both would be used by later crops. A nutrient balance that demonstrates the nutrients in and nutrients out of the crop rotation (for 3 to 5 years) is required to understand whether or not this is acceptable.
- The plan states that for effluent reuse, in years when canola is grown there will be a small nutrient surplus but that this surplus will be absorbed by the oaten hay crop that follows. A nutrient balance that demonstrates the nutrients in and nutrients out of the crop rotation (for 3 to 5 years) is required to understand whether or not this is acceptable.

For more information, please contact Greg Doncon on (08) 9081 3117 or Greg.Doncon@dpird.wa.gov.au

Yours sincerely

Dr Melanie Strawbridge
**Director Agriculture Resource Management Assessment
Sustainability and Biosecurity**

Planning and Development (Local Planning Schemes) Regulations 2015

67. Matters to be considered by local government

In considering an application for development approval the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —

- (a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;
- (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;
- (c) any approved State planning policy;
- (d) any environmental protection policy approved under the Environmental Protection Act 1986 section 31(d);
- (e) any policy of the Commission;
- (f) any policy of the State;
- (g) any local planning policy for the Scheme area;
- (h) any structure plan, activity centre plan or local development plan that relates to the development;
- (i) any report of the review of the local planning scheme that has been published under the Planning and Development (Local Planning Schemes) Regulations 2015;
- (j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;
- (k) the built heritage conservation of any place that is of cultural significance;
- (l) the effect of the proposal on the cultural heritage significance of the area in which the development is located;
- (m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;
- (n) the amenity of the locality including the following —
 - (i) environmental impacts of the development;
 - (ii) the character of the locality;
 - (iii) social impacts of the development;
- (o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;
- (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;
- (q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;
- (r) the suitability of the land for the development taking into account the possible risk to human health or safety;
- (s) the adequacy of —
 - (i) the proposed means of access to and egress from the site; and
 - (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;

- (u) the availability and adequacy for the development of the following —
 - (i) public transport services;
 - (ii) public utility services;
 - (iii) storage, management and collection of waste;
 - (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
 - (v) access by older people and people with disability;
- (v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;
- (w) the history of the site where the development is to be located;
- (x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;
- (y) any submissions received on the application;
- (za) the comments or submissions received from any authority consulted under clause 66;
- (zb) any other planning consideration the local government considers appropriate.

9.2.4 Change of Use - 1531 West Yornaning Road, Lol Gray (Lot 2 on Diagram 31806)

Applicant:	Hillcroft Farms
File Ref. No:	A342
Disclosure of Interest:	Nil
Date:	10 th December 2020
Author:	Gary Sherry
Attachments:	9.2.4A Location Maps 9.2.4B Application

Summary

Council is to consider approval of a stock feed sales depot at 1531 West Yornaning Road, Lol Gray.

Background

A change in use of a farm building is sought to establish a depot for stock feed sales depot at 1531 West Yornaning Road, Lol Gray (Lot 2 on Diagram 31806). A location plan showing the site of the development is included at Attachment 9.2.4A. The site is located approximately 15 kilometres west of the Yornaning townsite.

The site is generally cleared of vegetation and moderately sloping, with a range of farming structures and residences on this location. The site is surrounded by large rural lots which are predominantly used for cropping and grazing.

The proposal, included at Attachment 9.2.4B, is to store and sell animal feed in bulk quantities to the local community from a section of a farm building that was previously used to store fertiliser. In particular, the development proposal, shown in the development plans included at Attachment 9.2.1B consists of:

- The 3 closest residences are all owned by Hillcroft Farms. The closest neighbour is around 2.2 kilometres away with no direct line of sight;
- the site of operations is a section of a much larger shed that is 24m by 35m shed with 10m high walls. The site of operations is large enough that trucks can tip and be loaded inside. The remainder of the shed will remain as a workshop for the farming operations of Hillcroft Farms;
- the feed depot will be operated by existing Hillcroft Farms staff. Currently Hillcroft Farms employ 20 staff in their agricultural operations conducted in and around the depot site;
- an annual sale of feed estimated at between 11,000 and 15,000 tonnes of animal feed per year;
- Hours of operation will include 7am to 6pm on weekdays. These are Hillcroft Farms standard working hours for agricultural activities. Most of the feed is expected to be dispatched on weekdays but there will be seasonal conditions require weekend operations;
- All the feed will be carted to the depot by transport contractors in pocket trains from the Perth based manufacturer. These trucks will access depot from Wandering Narrogin Road and Yornaning West Road. Both these roads are sealed roads;
- Feed will leave the depot in customers vehicles varying in size from utes to semi-trailers. It should be expected that at least some traffic will travel west on the gravel section of the Yornaning West Road;
- As trucks can drive through the shed during loading and unloading, there will be no reversing beepers sounded.

Currently the intersection of the Narrogin Wandering Road and West Yornaning Roads has a condition that does not permit RAV access to or from the Wandering-Narrogin Road from Yornaning West Road. The transport contractor who would deliver all the feed is currently

liaising with Main Roads WA to obtain access. The Shire is advised that many RAV rated movements by local trucks occur on this intersection each day.

In considering this matter, given that:

- the nearest residence to the site are a over 2 kilometres away distance away;
 - the road access for the larger vehicles is sealed;
 - the site is set back 350 metres from the road;
 - there will be no additional building and the site is already a relatively busy agricultural operation;
- public comment on the proposal has not been sought.

Comment

It is recommended that the change of use of the farm building is sought to establish a depot for stock feed sales be conditionally approved.

This follows assessment against the planning framework, information provided by the applicant. The application is supported given:

- The proposed development/use of ‘industry-primary industry’ is an ‘D’ use within the General Agriculture zone, and can be considered for approval;
- There are large separation distances to off-site dwellings and sensitive uses that exceed guidelines;
- Its siting in a rural area is away from settlements;
- the use is located within an existing building;
- The proposal will retain jobs and assists to servicing the local economy;
- Although the site is located in a bushfire prone area, there are manageable bushfire risks;
- The development supports job creation and diversifying the local economy;
- The development is expected to have negligible impact on surrounding environmental and social values, aided through the imposition of suitable mitigation measures; and
- There are not considered to be strong planning grounds to refuse the Development Application.

The intersection of the Narrogin Wandering Road and West Yornaning Roads does have a condition that does not permit RAV access to or from the Wandering-Narrogin Road from Yornaning West Road. This condition has always been on the intersection and may never have been formally reviewed by an engineer. Staff were provided independent, informal engineering advice that indicate that it is likely that an application to Main Roads WA to has a high chance of success of removing the condition.

Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

ECONOMY - Our Economy, Infrastructure, Systems and Services.

Goals

- Managing community assets in a whole of life and economically sustainable manner.
- Promoting sustainable and diverse economic development opportunities that make the Shire of Cuballing an attractive place to live, work and visit.

	Strategy	Outcome
3.6	Facilitate and guide high quality and efficient building and development across the Shire.	A community with high quality and efficient buildings and development.

	Strategy	Outcome
3.7	Advocate and plan for local economic development in a sustainable manner.	A growing community supported by improved job opportunities and diversity in our industries, businesses and housing.

Statutory Environment

Shire of Cuballing Towns Planning Scheme No. 2.

3.3 ZONING TABLE

3.3.1 The Zoning Table indicates, subject to the provisions of the Scheme, uses permitted in the Scheme area in the various zones. The permissibility of any uses is determined by cross-reference between the list of use classes on the left hand side of the Zoning Table and the list of zones at the top of the Zoning Table.

3.3.2 The symbols used in the cross reference in the zoning Table have the following meanings –

‘P’ means that the use is permitted by the Scheme providing the use complies with the relevant development standards and the requirements of the Scheme;

‘D’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval;

‘A’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the deemed provisions;

AMD 4 GG 22/01/19

‘X’ means a use that is not permitted by the Scheme.

LAND USE	Rural Townsite	Rural Residential	General Agriculture
Industry – primary production <small>AMD 4 GG 22/01/19</small>	X	X	D

"industry - primary production" means premises used – AMD 4 GG 22/01/19

- (a) to carry out a primary production business as that term is defined in the *Income Tax Assessment Act 1997 (Commonwealth)* section 995-1; or
- (b) for a workshop servicing plan or equipment used in primary production businesses;

Policy Implications – Nil

Financial Implications – Nil

Economic Implication

The development, if approved, can assist to provide economic benefits to the local economy through job creation.

Social Implication – Nil

Environmental Considerations

The development is to occur in an existing building with no environmental consideration.

Consultation

In considering this matter, given that:

- the nearest residence to the site are a over 2 kilometres away distance away;
- the road access for the larger vehicles is sealed;
- the site is set back 350 metres from the road;
- there will be no additional building and the site is already a relatively busy agricultural operation;

public comment on the proposal was not sought.

Options

Council may resolve:

1. the Officer's Recommendation; or
2. the Officer's Recommendation with minor amendments; or
3. to not support the Development Application, giving reasons.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

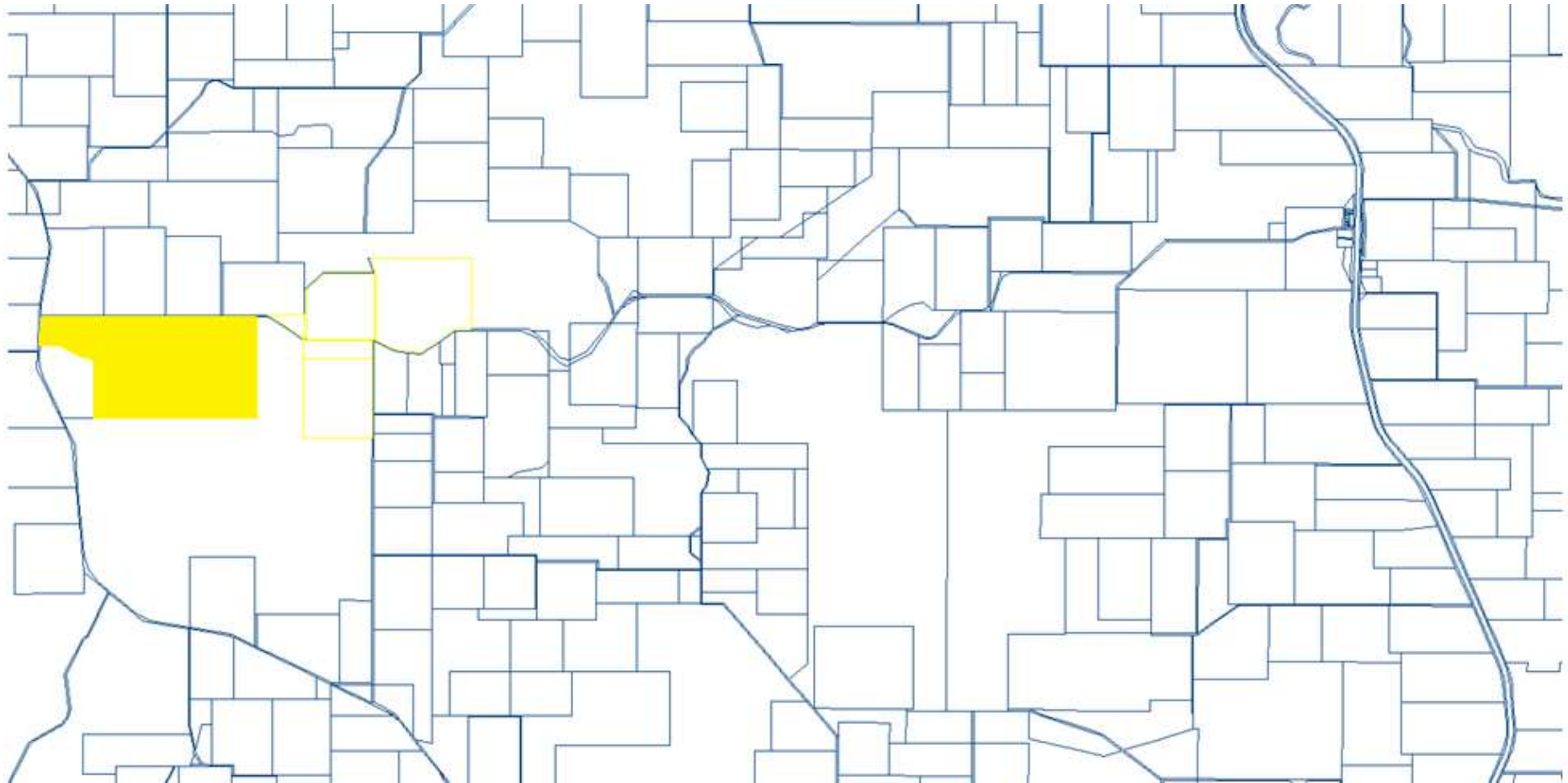
That Council approve the change of use change is use of a farm building is sought to establish a depot for stock feed sales at 1531 West Yornaning Road, Lol Gray (Lot 2 on Diagram 31806) conditional upon:

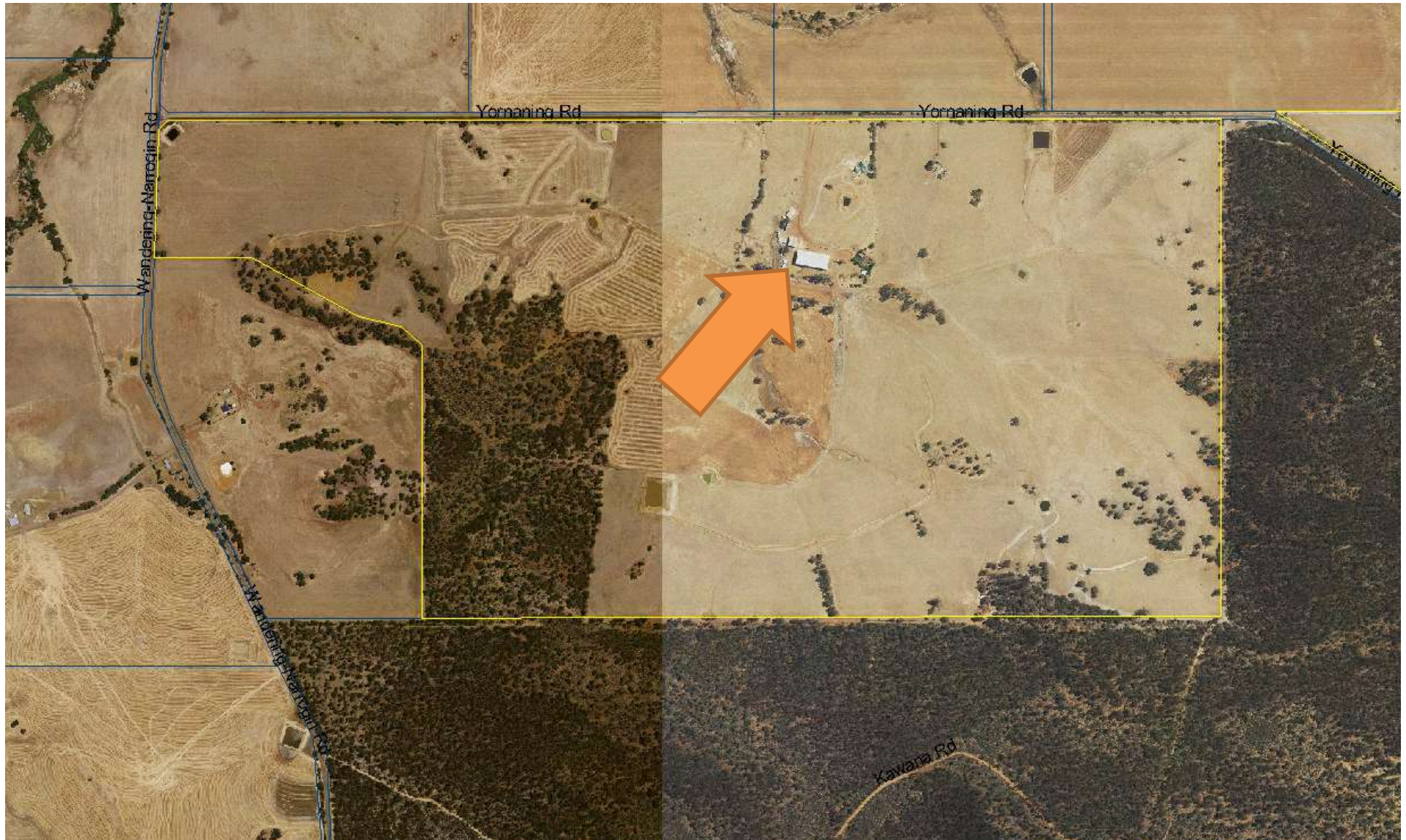
1. **development/land use shall be in accordance with the attached approved plan(s) and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government;**
2. **if the subject development has not substantially commenced within 2 years, the approval shall lapse and be of no further effect;**
3. **the facility is permitted to operate 24 hours a day, 7 days per week;**
4. **prior to occupation or use of the development, the vehicular crossovers onto Springhill Road are to be located, designed, constructed, sealed and drained to the satisfaction of the local government. Thereafter, the operator shall appropriately maintain these areas to the satisfaction of the local government; and**
5. **a Fire Management Plan to be prepared and implemented to the satisfaction of the local government prior to comment of operations. Thereafter, the approved Fire Management Plan shall be subsequently maintained to the satisfaction of the local government.**

ADVICE NOTES

- A. **Currently the Restricted Access Vehicles (RAV) are not permitted to access Yornaning West Road from Narrogin Wandering Road;**
- B. **In relation to proposed crossovers, any gates should be off set to ensure heavy vehicles or other vehicles are not blocking Springhill Road when entering the site;**

- C. The local government encourages the operator to liaise with the school bus operator who accesses Yornaning West Road to establish a traffic schedule to avoid potential conflict with school bus operations;**
- D. The local government encourages the operator to install low speed signage within the site;**
- E. Some signs are exempt from development approval while other signs require a Development Application to the Shire. Please contact the Shire for further details.**
- F. If an applicant is aggrieved by this determination there is a right (pursuant to the Planning and Development Act 2005) to have the decision reviewed by the State Administrative Tribunal. Such application must be lodged within 28 days from the date of determination.**





APPLICATION FOR DEVELOPMENT APPROVAL

04 DEC 2020

A342

Owner Details		
Name: <u>DAWSON BRADFORD</u>		
ABN (if applicable): <u>68 355 206 860</u>		
Address: <u>HILLCROFT FARMS</u> <u>PO Box 1111111</u>		Postcode: <u>6309</u>
Phone: Work: <u>98877029</u> Home: Mobile: <u>0427877055</u>	Fax: <u>98877059</u>	Email: <u>hillcroftfarms@westnet.com.au</u>
Contact person for correspondence: <u>Dawson Bradford</u>		
Signature: <u>[Signature]</u>		Date: <u>2/12/20</u>
Signature: <u>[Signature]</u>		Date: <u>2/12/20</u>
<p>The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).</p>		

Applicant Details (if different from owner)		
Name: <u>HILLCROFT FARMS</u>		
Address: <u>HILLCROFT FARMS</u> <u>PO Box 1111111</u> <u>unit</u>		Postcode: <u>6309</u>
Phone: Work: <u>98877029</u> Home: Mobile: <u>0427877055</u>	Fax: <u>98877059</u>	Email: <u>hillcroftfarms@westnet.com.au</u>
Contact person for correspondence: <u>Dawson Bradford</u>		
<p>The information and plans provided with this application may be made available by the local government for public viewing in connection with the application. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Signature: <u>[Signature]</u>		Date: <u>2/12/20</u>

Property Details		
Lot No: <i>2</i>	House/Street No:	Location No: <i>1561</i>
Diagram or Plan No:	Certificate of Title Vol. No: <i>Williams Location N° 9631</i>	Folio:
Title encumbrances (e.g. easements, restrictive covenants):		
Street name: <i>WEST YORKANING RD</i>	Suburb: <i>CUBALLING.</i>	
Nearest street intersection: <i>WANDERING-NARROGIN ROAD.</i>		
Proposed Development		
Nature of development:	<input type="checkbox"/> Works <input checked="" type="checkbox"/> Use <input type="checkbox"/> Works and use	
Is an exemption from development claimed for part of the development? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, is the exemption for: <input type="checkbox"/> Works <input type="checkbox"/> Use		
Description of proposed works and/or land use: <i>DEPOT FOR SHEEP PALLETS.</i>		
Description of exemption claimed (if relevant):		
Nature of any existing buildings and/or land use: <i>WILL USE AN EXISTING SHED</i>		
Approximate cost of proposed development: <i>—</i>		
Estimated time of completion: <i>—</i>		
Acceptance Officer's initials:		OFFICE USE ONLY
Local government reference No:		Date received:

Planning Application

Feed Depot Hillcroft Farms

Dear Gary

I am writing seeking a planning approval for a feed depot to be set up on Hillcroft Farms. I have included some maps of where the depot is located on our farm and one showing where the farm is located. I have also attached the "application for development approval" form with relevant details. Below are the details relating to this project.

Location

The depot is to be located at 1561 West Yornaning Road in the Cuballing shire. The shed is located some 350 meters from the road. The 3 closest residences are all owned by Hillcroft Farms. The closest neighbour is around 2.2 kilometres away with no direct line of sight.

Operation

The depot will be located in an existing fertilizer shed. The existing fertilizer shed is a 24m by 35m by 10m high zincalume shed. The shed is high enough that trucks can tip and be loaded inside without the need to back in or out for safety. On the map of the shed you can see the proposed traffic flow around and through the shed for operations. Trucks will be out loaded using a Teleporter loader. There will be signage erected to prevent customers driving around the other sheds which are part of our daily farming operations. This will include both directional signage as well as safety and biosecurity signs. The depot will be run by existing staff who work in adjoining sheds.

Operating Hours

Hours of operation will depend on a few factors. The bulk of the product will go out in the months from January to July depending on the seasons. As it will be run by existing staff the hours of operation would be from 7am to 6pm on weekdays. These are our standard working hours on the farm at present. Much of the feed would be dispatched on weekdays but there would be some sent out on weekends when the seasonal conditions dictate.

Capacity

The through put of the depot will depend on seasonal conditions. Over the last 5 years the previous depot sold 11000 tonnes on average per year. This varied from around 8000 to 15000 tonnes. I would not expect to handle more than 15000 tonnes in a season as sheep numbers are substantially lower than they have been for many years. All the pellets will be carted in by Marley's Transport in pocket trains. They will leave the depot in farmers trucks varying in size from utes to semi-trailers.

Dust/noise

There will be no neighbours affected by either noise or dust. The closest houses are all owned by Hillcroft Farms. The depot will be located where current farming activity is already happening around the sheds and houses. Roads may need to be sealed if we have dust issues through our own

housing. As trucks can drive through the shed during loading and unloading, there will be no reversing beepers continuously going off.

RAV Rating

At present there is no RAV rating for the exit off the Narrogin Wandering road onto the West Yornaning Road. I have notified Milne Feeds who contract Marley's Transport to deliver all there pellets. They are to contact Main Roads to sort out this problem to ensure they have permits in place for this road. There are currently many RAV rated movements a day on this road from local trucks. This will ensure the legalities are covered.

Summary

We have decided to start this depot after being approached by Milne Feeds with their desire to change from their previous location in the shire. We will run it as part of our existing farming operation. There are many synergies we can get from this including the use of our existing staff(20 full time) to run the operation, the use of the pellets on our farm to feed our own sheep and to use Marley's Transport to back load our produce to Perth when needed.

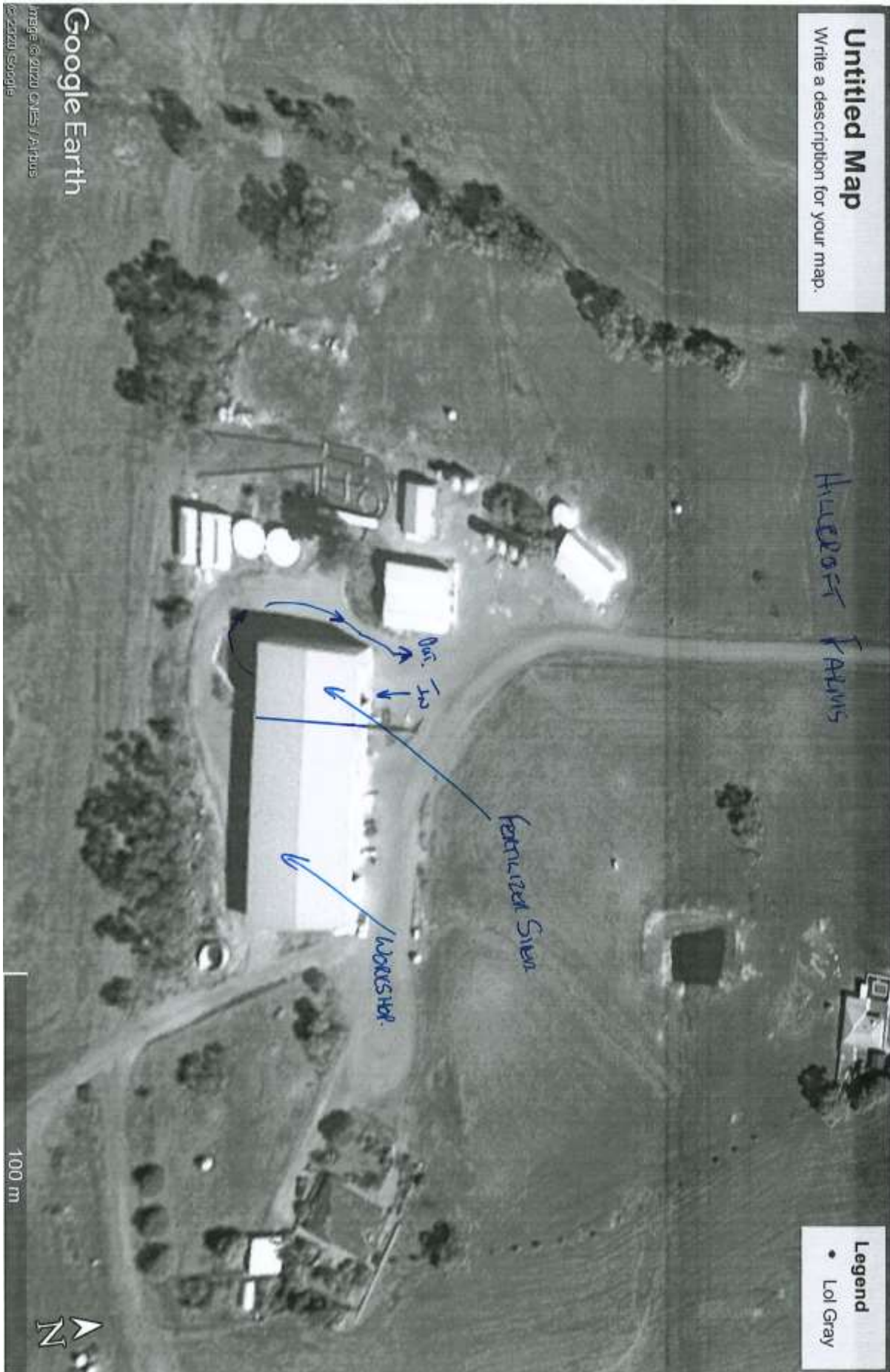
The day to day operations will blend into our existing operation as there are already many truck movements in and around our yard. Noise and dust will be like what already happens on our farm.

Regards

Dawson Bradford







9.2.5 Appointment of Popanyinning Town FCO

Applicant:	N/A
File Ref. No:	ADM81
Disclosure of Interest:	Nil
Date:	10 th December 2020
Author:	Gary Sherry
Attachments:	9.2.5A Minutes of Popanyinning Volunteer Fire Brigade Volunteers

Summary

Council is to consider appointing a Fire Control Officer for the Popanyinning Townsite area.

Background

Fire Control Officers (FCOs) are generally the most experienced, knowledgeable and respected local volunteer fire fighters.

With this experience and knowledge, FCOs appointed by a local government are given considerable authority under the Bushfires Act 1954 to:

1. respond to a fire emergency; and
2. to provide *Permits To Burn* to local residents during the Restricted Burning Period.

In exercising authority in response to fire emergency, FCOs most often operate as a team to direct a response from the larger number of volunteers attending. Their role is very much supervisory or a directing role using their skills and experience.

In providing *Permits To Burn* to local residents, this time consuming task sees an FCO using their experience to authorise lighting a fire during a period with a heightened fire risk.

Council considered the annual appointment of Fire Control Officers at their April 2019 Ordinary Meeting. Council decided in the following manner:

COUNCIL DECISION – 2020/96:

That Council, for the 2020/21 bush fire season:

1. appoint Anthony Mort as Chief Bush Fire Control Officer;
2. appoint Graeme Dent as Deputy Chief Bush Fire Control Officer;
3. appoint the following persons as Fire Control Officers;

CBFCO	Anthony Mort
DCBFCO	Graeme Dent
Popanyinning East:	Justin Page
Popanyinning West:	Craig Cousins
Cuballing East:	Mike Burges and Rob Harris
Cuballing Town:	Daniel Christensen
Cuballing West:	Nelson Young and Brayden Potts
Shire of Cuballing:	Gary Sherry, Bruce Brennan and Peter Cupitt
4. seek to have neighbouring Council's appoint the following persons as Dual Fire Control Officers;

Shire of Narrogin:	Rob Harris
Shire of Wickepin:	Mike Burges
Shire of Pingelly:	Graeme Dent
Shire of Wandering:	Craig Cousins
Shire of Williams:	Nelson Young
5. appoint Anthony Mort and Gary Sherry as Clover Burn Permit Officers for the Shire of Cuballing; and

6. appoint the following persons as Dual Fire Control Officers in the Shire of Cuballing;
 Shire of Narrogin: Richard Chadwick; Barry Hardie; Tim Shepherd
 Shire of Wickepin: Steve Rose, Trevor Leeson; and Roger Butler;
 Shire of Pingelly: Rodney Leonard Shaddick, Robert Alexander Kirk, Jeffrey Bernard Edwards, Victor Arthur Lee; Sam MacNamara;
 Shire of Wandering: Peter Monk;
 Shire of Williams: Phillip Martin; Stuart Rintoul
7. cancel all previous appointments.
 Moved: Cr Hopper Seconded: Cr Bradford

With this decision Council did make an appoint of a fire control officer for the Popanyinning Town area.

Comment

A Popanyinning Town FCO has a significant role in completing Permits To Burn for residents within the Popanyinning town area. Given the number of residents and residences this role is time consuming and has a higher risk than FCO's for rural areas. Having a dedicated local FCO for the Popanyinning Town area is highly desirable.

Currently Council has no appointment to the position and FCOs from neighbouring areas to provide a service to local residents.

Mr Wayne Bird was the FCO for the Popanyinning Town area for a considerable number of years until standing down from the position in 2016. Since 2016 Council has appointed two people to the position without ever making a lasting appointment.

At the most recent meeting of the Popanyinning Volunteer Bush Fire Brigade Volunteers, Mr Bird again sought approval from the volunteers to seek to be appointed as a Popanyinning Town FCO. The Shire's Chief FCO attended this meeting and approves Mr Birds appointment. The Minutes of this meeting are included at Attachment 9.2.5A.

Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027
 SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.
 Goals

- A safe community where residents feel secure and comfortable at home, work and play.

	Strategy	Outcome
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

Statutory Environment

Bush Fires Act 1954

S 38. Local government may appoint Bush Fire Control Officer

- (1) A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.

39. Special powers of bush fire control officers

- (1) Subject to the provisions of this Act a bush fire control officer appointed under this Act by a local government may, in the exercise of his functions and the performance of his duties under this Act, do all or any of the following things —
- (a) exercise any of the appropriate powers of the FES Commissioner under the Fire Brigades Act 1942, in so far as the same may be necessary or expedient, for extinguishing a bush fire or for preventing the spread or extension of the fire; and
 - (b) enter any land or building, whether private property or not; and
 - (c) pull down, cut, and remove fences on land, whether private property or not, if in his opinion it is necessary or expedient so to do for the purpose of taking effective measures for extinguishing a bush fire, or for preventing the spread or extension of the fire; and
 - (d) cause fire breaks to be ploughed or cleared on land, whether private land or not, and take such other appropriate measures on the land as he may deem necessary for the purpose of controlling or extinguishing a bush fire or for preventing the spread or extension of the fire; and
 - (e) take and use water, other than that for use at a school or the domestic supply of an occupier contained in a tank at his dwelling house, and other fire extinguishing material from any source whatever on land, whether private property or not; and
 - (f) take charge of and give directions to any bush fire brigade present at a bush fire with respect to its operations or activities in connection with the extinguishment or control of the bush fire, or the prevention of the spread or extension of the fire; and
 - (g) any other thing which in his opinion is incidental to the exercise of any of the foregoing powers; and
 - (h) employ a person or use the voluntary services of a person to assist him, subject to his directions in the exercise of any of the foregoing powers; and
 - (i) either alone or with others under his command or direction enter a building which he believes to be on fire and take such steps as he considers necessary to extinguish the fire or prevent it from spreading, but except as arranged with or requested by an officer in charge of a fire brigade under the Fire Brigades Act 1942, this power shall not be exercised in a townsite in an area which has been declared a fire district under that Act or in a townsite in which there is a fire brigade or volunteer fire brigade formed under the provisions of that Act.

Policy Implications

The Shire of Cuballing does not have policy relating to the appointment of FCO's.

Council Policy 6.11 Bush Fire Advisory Committee has all FCO's joining Council's BFAC.

Financial Implications – Nil

Economic Implication – Nil

Social Implication – Nil

Environmental Considerations – Nil

Consultation

This appointment has been recommended from a meeting of the Popanyinning Volunteer Bushfire Brigade Volunteers.

Options

Council may resolve:

1. the Officer's Recommendation;
2. to not make an appointment, giving reasons; or
3. to defer consideration at this time, giving direction to staff as to what further information is required to make a decision.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council appoint Mr Wayne Bird as Fire Control Officer for the Popanyinning Town area.



POPANYINNING TOWN BUSHFIRE
BRIGADE

Tuesday 8th December 2020 5.30pm

Present: Tammy, Paul Cooke, Fred, Brodie, Brett, Mark Whitmore,
Lynne, Sheridon, Wayne Bird, Kristy, Craig

Visitors: Carlos, Morty

Apologies: Sharon, Daniel, Barry, Christine, Kane, Dobbo

Fire drills were first up followed by a BBQ.

Wayne Bird said he would be happy to be FCO if everyone was happy with that so we put it to a vote.

Everyone unanimously agreed for Wayne Bird to be FCO of Popanyinning town.

Sheriden Bean then put his hand up for Deputy, so we put that to a vote as well.

Everyone unanimously agreed for Sheriden Bean to be Deputy.

Everyone also agreed that Fred Chapman is doing a fantastic job as Captain of our brigade.

Paul Cooke gave us a cheque for \$100 for the bonfire night, from the PPA. All in all a great meeting and drill night.

Meeting closed at 8.15pm

9.2.6	Planning Application – Grouped Development – Lot 7 Alton Street And Lot 90 Beeston Street, Cuballing
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Applicant:	Shire of Cuballing
File Ref. No:	A029
Disclosure of Interest:	Nil
Date:	8 th May 2020
Author:	Gary Sherry
Attachments:	Nil

Summary

Council is to consider formal approval for a grouped dwelling on Lot 7 Alton Street and Lot 90 Beeston Street, Cuballing

Background

A location plan showing the site of the development is included at Attachment 9.2.6A.

The site is generally cleared of vegetation and relatively flat. The site is surrounded by larger townsite lots.

The proposal, included at Attachment 9.2.6B, is to construct four independent living units for local residents.

In particular the development proposal, shown in the development plans included at Attachment 9.2.1B, consists of:

- Two units of two different types;
- The four units face internally to assist in creating a community feel;
- The units complex is open to the east and west of the development to assist in linking the units to the low density surroundings;
- The four units are potentially part of a larger 10 unit development that may be constructed in the future;
- The development has been the subject of much community comment over the last 3 years;
- the construction of the development will be part funded through the Royalties For Regions Fund;
- The features in the units include:
 - A central living space including a lounge and dining spaces;
 - 3 bedrooms with an expectation that the small 3rd bedroom would be most likely used as an office/activity room by the tenants;
 - an outside access door from the laundry;
 - two toilet facilities. One facility is compliant with aged design guidelines, with the second facility located in the living space, being able to service visitors.
 - The bathroom being fitted with facilities that could be adjusted depending on the needs of the tenant;
 - Vinal floors in living areas and carpet in bedrooms;
 - Sited to maximise solar aspect.

In advertising the development Council

- advised 17 owners of property within 200 metres of the proposed development; and
- advertised the proposal in the Cuballing News newsletter and on the Shire's Facebook page.

No responses were received. It is fair to suggest that this indicates support for the proposal.

Comment

It is Development Application for a grouped dwelling on Lot7 Alton Street and Lot 90 Beeston Street, Cuballing be conditionally approved.

This recommendation follows assessment against the planning framework, information provided by the applicant. The application is supported given:

- The proposed development/use of 'grouped dwelling' is an 'D' use within the Rural Townsite zone, and can be considered for approval;
- The have a very small footprint and the proposed development, although a grouped dwelling, is sited only a small portion of the lots. The remaining area keeps the less developed feel of the surrounding Rural Townsite zone;
- the site is located in a bushfire prone area and will be subject to a Bushfire Attack Level assessment as part of the building approval process. The design of the units will incorporate and manage bushfire risks;
- The development is being structured to allow local builders to participate in the construction tender process, supporting job creation and diversifying the local economy;
- The development is expected to have negligible impact on surrounding environmental and social values; and
- There are not considered to be strong planning grounds to refuse the Development Application.

Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

- A healthy and caring community which has strong support for all ages and abilities.
- A healthy community engaging in positive and rewarding lifestyles with access to recreational and leisure opportunities.

	Strategy	Outcome
1.1	Create a vibrant social environment that is accessible and inclusive for all ages and abilities.	The community feel welcome involved and connected to each other.
1.2	Create a vibrant built environment that is accessible and inclusive and reflects the Shire's identity and local heritage.	Active, attractive and affordable towns which the community are proud of and engaged in.
1.4	Facilitate improved access to health and welfare programs and education opportunities.	The community has access to a broad range of improving health and welfare programs and education opportunities.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

Statutory Environment –

Shire of Cuballing Towns Planning Scheme No. 2.

3.3 ZONING TABLE

3.3.1 The Zoning Table indicates, subject to the provisions of the Scheme, uses permitted in the Scheme area in the various zones. The permissibility of any uses is determined by cross-reference between the list of use classes on the left hand side of the Zoning Table and the list of zones at the top of the Zoning Table.

3.3.2 The symbols used in the cross reference in the zoning Table have the following meanings –

‘P’ means that the use is permitted by the Scheme providing the use complies with the relevant development standards and the requirements of the Scheme;

‘D’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval;

‘A’ means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the deemed provisions;

AMD 4 GG 22/01/19

‘X’ means a use that is not permitted by the Scheme.

LAND USE		Rural Townsite	Rural Residential	General Agriculture
Grouped dwelling	<i>AMD 4 GG 22/01/19</i>	D	D	X

“grouped dwelling” has the same meaning as in the Residential Design Codes;

AMD 4 GG 22/01/19

Policy Implications – Nil

Financial Implications – Nil

Economic Implication – Nil

Social Implication

The provision of age appropriate housing in the Shire of Cuballing is expected to allow a greater number of local residents to remain in Cuballing in their latter years.

Environmental Considerations – Nil

Consultation

In advertising this development application, Council:

- advised 17 owners of property within at least 200 metres of the proposed development; and
- advertised the proposal in the Cuballing News newsletter and on the Shire's Facebook page.

The Shire of Cuballing has previously included this development in strategic planning documents advertised within the community and approved by Council.

Options

Council may resolve:

1. the Officer's Recommendation; or
2. the Officer's Recommendation with minor amendments; or
3. to defer and seek further information.

Voting Requirements – Simple Majority

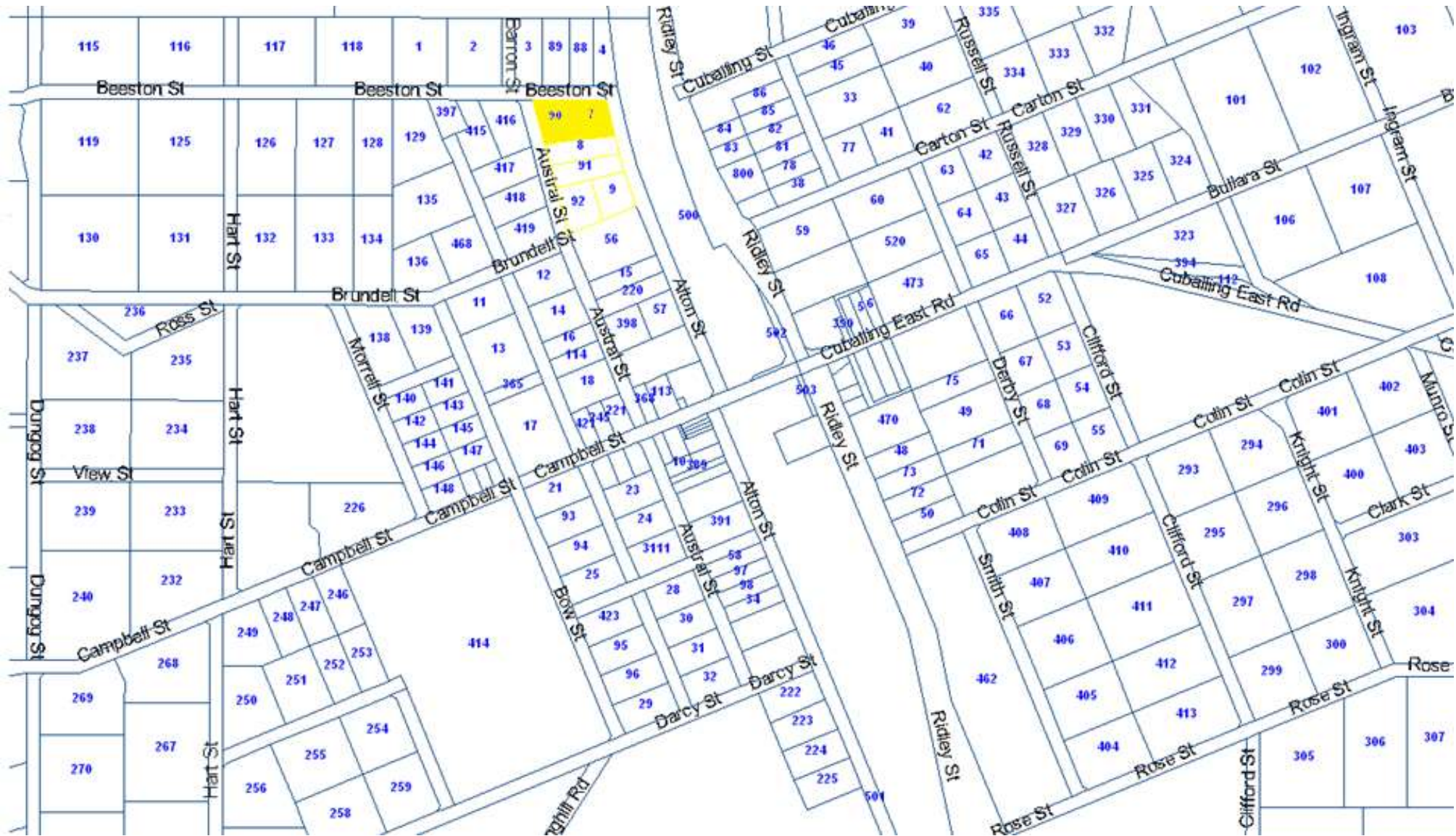
OFFICER'S RECOMMENDATION:

That Council approve the development application on Lot7 Alton Street and Lot 90 Beeston Street, Cuballing, conditional upon:

- 1. development/land use shall be in accordance with the attached approved plan(s) and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government;**
- 2. this approval shall expire if the development hereby approved has not been substantially commenced within a period of two years from the date hereof, or within any extension of that time (requested in writing prior to the approval expiring) that may be granted by Council. Where the Planning Approval has lapsed, no further development is to be carried out;**
- 3. the vehicular crossover between the subject land and Ridley Street is to be designed, constructed and drained to the satisfaction of the Council;**
- 4. the provision of details prior to occupation as to how stormwater will be addressed for the proposed development to the satisfaction of the local government. The stormwater facilities provided in accordance with this condition shall be permanently maintained in an operative condition to the satisfaction of the local government;**
- 5. prior to occupation or use of the development, the vehicular crossovers onto Alton Street are to be located, designed, constructed, sealed and drained to the satisfaction of the local government. Thereafter the vehicle cross over shall be maintained to the satisfaction of the local government;**
- 6. the proponent is required to submit a Landscape and Planting Plan to the satisfaction of the Council;**
- 7. the site is landscaped and planted in accordance with the approved Landscape and Planting Plan;**
- 8. the landscaped and planted area shall be maintained to the satisfaction of the Council at all times.**

ADVICE NOTES

- A. In relation to Condition 3, stormwater is to be suitably detained on site (e.g. rainwater tanks, soakwells). The Council will support stormwater run-off being connected to a Shire stormwater legal point of discharge provided it is appropriately designed via a soakwell/silt pit to the satisfaction of the Council.**
- B. If an applicant is aggrieved by this determination there is a right (pursuant to the Planning and Development Act 2005) to have the decision reviewed by the State Administrative Tribunal. Such application must be lodged within 28 days from the date of determination.**



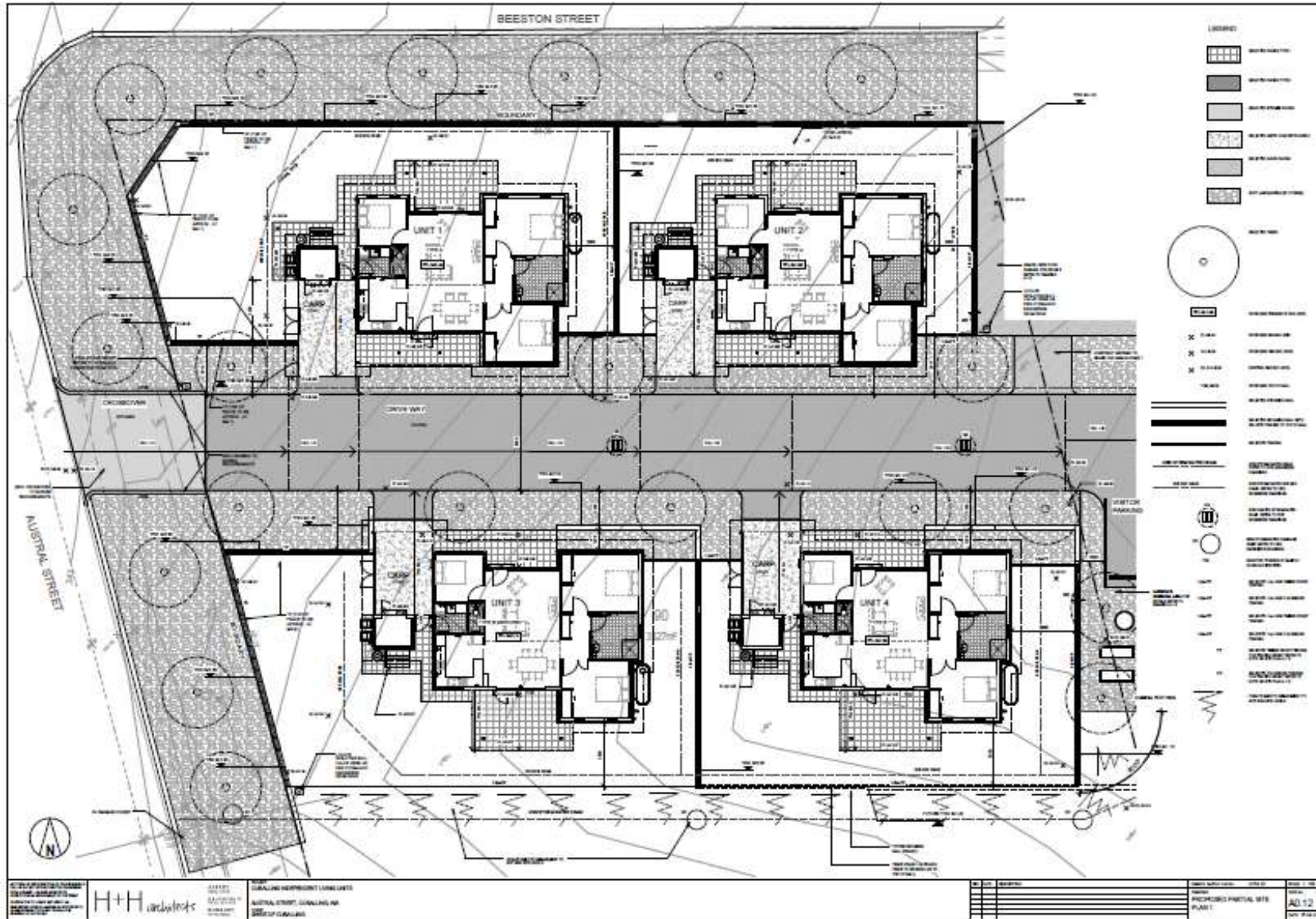
APPLICATION FOR DEVELOPMENT APPROVAL

Owner Details		
Name: Shire of Cuballing		
ABN (if applicable): 48 249 968 875		
Address: PO Box 13		
..... CUBALLING WA Postcode: ... 6311		
Phone:	Fax:	Email:
Work: 08 9883 6031 enquiries@cuballing.wa.gov.au
Home:		
Mobile: 0427 836 031 ..		
Contact person for correspondence:		
Signature: 		Date: 18 November 2020
Signature:		Date:
<i>The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).</i>		

Applicant Details (if different from owner)		
Name:		
Address:		
.....		
..... Postcode:		
Phone:	Fax:	Email:
Work:
Home:		
Mobile:		
Contact person for correspondence:		
The information and plans provided with this application may be made available by the local government for public viewing in connection with the application. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Signature:		Date:

Property Details		
Lot No: 90 7	House/Street No: 7 Beeston Street 131 Alton Street	Location No:
Diagram or Plan No: 90P222342 7P222341	Certificate of Title Vol. No: 1151/934 1152/290	Folio:
Title encumbrances (e.g. easements, restrictive covenants): Nil		
Street name: Beeston/Alton	Suburb: Cuballing	
Nearest street intersection: Corner Beeston/Alton Streets or Corner Beeston/Austral Streets		
Proposed Development		
Nature of development: <input type="checkbox"/> Works <input type="checkbox"/> Use <input checked="" type="checkbox"/> Works and use		
Is an exemption from development claimed for part of the development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, is the exemption for: <input type="checkbox"/> Works <input type="checkbox"/> Use		
Description of proposed works and/or land use: Amalgamate 7 Beeston Street and 131 Alton Street		
..... Construct 4 independent Aged Units as per site plan and floor plans		
Description of exemption claimed (if relevant): Nil		
Nature of any existing buildings and/or land use: Currently vacant residential land.		
Approximate cost of proposed development: \$1.2 Million		
Estimated time of completion: December 2021		
Acceptance Officer's initials: Local government reference No:		<i>OFFICE USE ONLY</i> Date received:





9.2.7 Application 160215 – Lot 7 Alton Street And Lot 90 Beeston Street, Cuballing

Applicant:	Shire of Cuballing
File Ref. No:	ADM304
Disclosure of Interest:	Nil
Date:	10 th December 2020
Author:	Gary Sherry
Attachments:	9.2.7A Location plan 9.2.7B Subdivision application – details from WAPC

Summary

A subdivision application to amalgamate two lots to create a new single lot of 6,332m² in Cuballing is conditionally supported.

Background

The Western Australian Planning Commission (WAPC) has referred subdivision application 160215 to the Shire for comment.

The site's location is outlined in Attachment 9.2.7A in the Cuballing townsite. The site is owned by the Shire of Cuballing and is intended for a group development.

The property is zoned 'Rural Townsite' in the Shire of Cuballing Town Planning Scheme No. 2 (TPS2). The site is classified as a Bushfire Prone Area.

Information provided by the applicant is outlined in Attachment 9.2.7B. The application is to amalgamate to lots of 3,005m² and 3,327 m² to create a single lot of 6,332m².

Comment

It is highlighted that the WAPC makes the decision on subdivision applications with the Shire providing advice to the WAPC.

This application is conditionally supported for reasons including:

- it facilitates the development of a group development that will provide independent aged accommodation for residents of the Shire of Cuballing to continue to live within the Shire in the latter years;
- a significant portion of the new lot will not be developed and be able to landscaped into a feature creating a public benefit; and
- it is consistent with previous Council resolutions.

The suggested conditions, based on the WAPC *Model Subdivision Conditions Schedule* (May 2016), are considered appropriate to the proposed subdivision and intended uses.

Assuming the WAPC grants conditional subdivision approval, it is expected the applicant or the Shire will seek a clearing permit from the Department of Water and Environmental Regulation.

Strategic Implications

Shire of Cuballing Strategic Community Plan 2017-2027

SOCIAL - Our Community, Neighbourhoods, Recreation and Culture.

Goals

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- A healthy community engaging in positive and rewarding lifestyles with access to recreational and leisure opportunities.

	Strategy	Outcome
1.1	Create a vibrant social environment that is accessible and inclusive for all ages and abilities.	The community feel welcome involved and connected to each other.
1.2	Create a vibrant built environment that is accessible and inclusive and reflects the Shire's identity and local heritage.	Active, attractive and affordable towns which the community are proud of and engaged in.
1.4	Facilitate improved access to health and welfare programs and education opportunities.	The community has access to a broad range of improving health and welfare programs and education opportunities.
1.7	Create and maintain a safe environment for the community.	A feeling of safety within our neighbourhoods and a sense of being looked out for.

Statutory Environment – Nil

Planning and Development Act and TPS2.

Policy Implications – Nil

Financial Implications – Nil

Economic Implication

Social Implication

The provision of age appropriate housing in the Shire of Cuballing is expected to allow a greater number of local residents to remain in Cuballing in their latter years.

Environmental Considerations – Nil

Consultation

The WAPC has invited comments from the Shire and other government/servicing agencies on this subdivision application. While there is no statutory requirement for the Shire to seek comments on subdivision applications, the Shire has previously included the development of these lots in strategic planning documents advertised within the community and approved by Council.

Options

The Council can resolve to:

1. support the officer recommendation;
2. support the application with conditions; or
3. not support the application (giving reasons).

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION:

That Council advise the Western Australian Planning Commission that it supports Application 160215 for the amalgamation of Lot 7 Alton Street And Lot 90 Beeston Street, Cuballing.





CALDWELL LAND SURVEYS Pty Ltd

PO Box 5358, Albany WA 6332
Unit 2, 16 Hercules Cr, Albany

www.caldwellsurveys.com.au
(08) 9842 8335

Our Ref: 2020-117

1 December 2020

Department of Planning, Lands and Heritage
PO Box 1108
ALBANY WA 6331

Dear Sir

Proposed amalgamation of 131 Alton St and 7 Beeston Rd, Cuballing

Our understanding is that the proposed amalgamation will not require a BAL assessment as it will not:

- result in the intensification of development or land use;
- result in an increase of residents or employees;
- involve the occupation of employees on site for any considerable amount of time; or
- result in an increase to the bushfire threat.

Should you have any queries, please do not hesitate to contact me on 0457 361 701 or email aarron@caldwellsurveys.com.au.

Yours faithfully

Aarron Caldwell

Aarron Caldwell

Licensed Surveyor



CALDWELL LAND SURVEYS Pty Ltd

PO Box 5358, Albany WA 6332
Unit 2, 16 Hercules Cr, Albany

www.caldwellsurveys.com.au
(08) 9842 8335

Our Ref: 2020-117

1 December 2020

Department of Planning, Lands and Heritage
PO Box 1108
ALBANY WA 6331

Dear Sir

Proposed amalgamation at 131 Alton St and 7 Beeston St, Cuballing

In addition to the Plan of Subdivision provided, we would like to note the following:

- The land is currently vacant and both lots are owned by the Shire of Cuballing;
 - Shire of Cuballing ABN is 48 249 968 875.

A site and soil evaluation has not been provided for on-site sewerage disposal because:

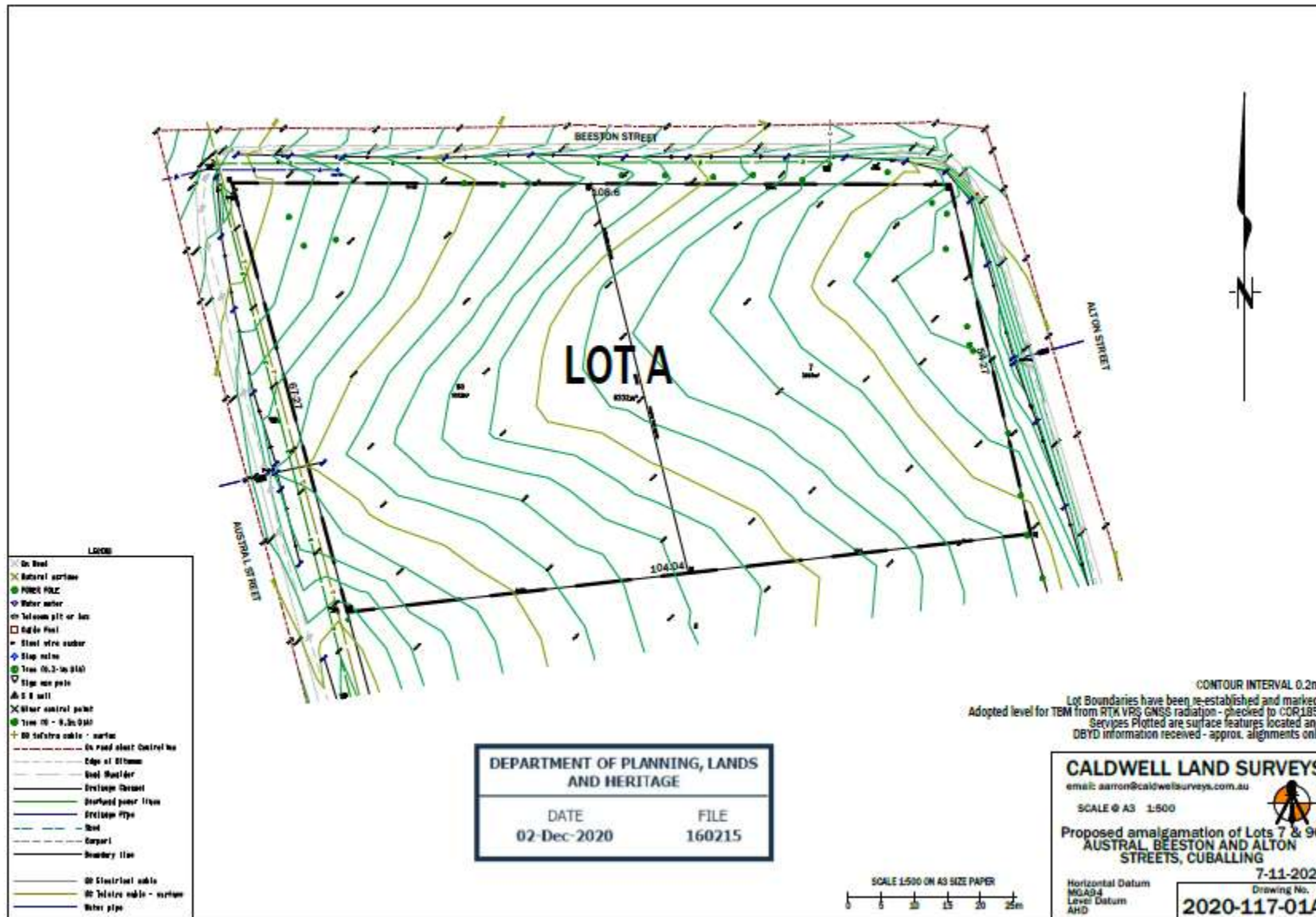
- The land is being amalgamated and therefore the area of the lot is being increased to 6332m²;
- The minimum lot size as detailed in the Government Sewerage Policy Explanatory Notes for towns without reticulated sewerage schemes (outside sewerage sensitive areas and public drinking water source areas) is 1000m²;
- The land is not considered a sewerage sensitive area and the lot size is well above minimum for the area.

Should you have any queries, please do not hesitate to contact me on 9842 8335 or email aarron@caldwellsurveys.com.au.

Yours faithfully

Aarron Caldwell

Aarron Caldwell
Licensed Surveyor



9.3 MANAGER OF WORKS AND SERVICES:

9.3.1 Sale at Public Auction of Surplus Equipment – Komatsu GD555-5 Motor Grader

Applicant:	N/A
File Ref. No:	ADM260
Disclosure of Interest:	Nil
Date:	10 th December 2020
Author:	Bruce Brennan, Manager Works & Services
Attachments:	Nil

Summary

Council is to consider the sale Council's existing Komatsu GD555-5 motor grader at public auction with a reserve price of \$104,500 (GST Inclusive).

Background

At the September 2020 Meeting, in purchasing a new motor grader Council resolved:

That Council:

1. accepts the offer from WesTrac Pty Ltd of a Caterpillar 140 motor grader for \$368,700 (GST Exclusive);
2. delegates to the Chief Executive Officer the authority to make minor amendments to purchase and any consequential changes as required to the purchase; and
3. agrees to sell Council's existing Komatsu GD555-5 Motor Grader by auction at a time after the delivery of the new motor grader.

Council's new motor grader has now been delivered, and staff are seeking to complete the sale of Council's existing Komatsu GD555-5 Motor Grader, registration 1GJO538, by public auction.

Comment

Staff propose to sell Council's existing Komatsu GD555-5 motor grader, registration 1GJO538, by auction through auction house Pickles. Pickles has previously completed the sales of a Council vehicle and obsolete equipment.

In consultation with Pickles, the Officer has recommended a reserve price of \$104,500 made up of a GST Exclusive sale price of \$95,000 and \$9,500 GST. This price reflects previous sales and is at a level at which staff would recommend a sale. It is anticipated that a higher price will be obtained.

With adoption of the Officer's Recommendation the first available auction will be held on 21st January 2021.

Strategic Implications – Nil

Statutory Environment

Local Government Act 1995

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
 - (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;and
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
 - (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

Local Government (Functions and General) Regulations 1996

30. Dispositions of property excluded from Act s. 3.58

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.

...

- (3) A disposition of property other than land is an exempt disposition if —
 - (a) its market value is less than \$20 000; or
 - (b) it is disposed of as part of the consideration for other property that the local government is acquiring for a consideration the total value of which is not more, or worth more, than \$75 000.

Policy Implications – Nil

Financial Implications

In the 2020/21 annual budget Council budgeted income of \$95,000 (GST Exclusive) for the sale of the Komatsu GD555-5 motor grader, registration 1GJO538.

The auction house charges a commission of 2.75% of the sale price with an additional expense for an OHS Inspection of \$150 for heavy machinery. This is similar for all earthmoving and machinery. 2.75% of the reserve sale price of \$104,500 equates to \$2,873.75.

Economic Implications – Nil

Social Implications – Nil

Environmental Considerations – Nil
Consultation – Nil

Options

The Council can resolve:

1. the Officer's Recommendation;
2. an amended Officer's Recommendation including an alternative reserve price;
3. to sell the items by an alternative method including private treaty, with Council obtaining additional quotations for the sale or tender;
4. to not sell the items; or
5. defer and seek additional information stating the reasons for such decision.

Voting Requirements – Simple Majority

OFFICER'S RECOMMENDATION

That Council sell Council's existing Komatsu GD555-5 motor grader, registration 1GJO538 by auction with a reserve price of \$104,500 (GST Inclusive).

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

Nil

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

Nil at this time.

12. CONFIDENTIAL MATTERS:

12.1.1	2021 Australia Day Citizenship Awards
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Applicant:	N/A
File Ref. No:	ADM6
Disclosure of Interest:	Nil
Date:	10 th December 2020
Author:	Gary Sherry
Attachments:	12.1.1A Citizenship Award Nomination Forms

13. NEXT MEETING:

Ordinary Council Meeting, 2.00pm, Wednesday 17th February 2021 at the Shire of Cuballing Council Chambers, Campbell Street, Cuballing.

14. CLOSURE OF MEETING: