

Notice is hereby given that the next Ordinary Meeting of Council will be held on Tuesday 28 April 2020. Due to COVID-19 requirements, the meeting will be closed to the public. If you have any questions for Council, please email them to execassist@beverley.wa.gov.au no later than 12 noon, Tuesday 28 April 2020. A maximum of three questions may be asked. The responses will be emailed back to you on Wednesday 29 April 2020.

Program

3.00pm - 5.00pm

Ordinary Meeting

Stephen Gollan

Chief Executive Officer

23 April 2020

DISCLAIMER

The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Beverley warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Beverley for any act, omission or statement or intimation occurring during a Council meeting.



28 April 2020 ORDINARY MEETING AGENDA

CONTENTS

1.	OPENING	1
2. 2.1 2.2 2.3 2.4 2.5	ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE Members Present Staff In Attendance Observers And Visitors Apologies and Approved Leave of Absence Applications for Leave of Absence	1 1 1
3.	DECLARATIONS OF INTEREST	1
4.	RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	1
5.	PUBLIC QUESTION TIME	1
6.	CONDOLENCES	1
7. 7.1 7.2	CONFIRMATION OF MINUTES	2
8. 8.1	TECHNICAL SERVICES Ten Year Road Program	
9. 9.1	PLANNING SERVICES Development Application: Single House – 44 (Lot 12) Dawson Street	
10.	BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES	16
11.2 11.3 11.4	Monthly Financial Report	17 31 ion 33 40
	Community Grants – COVID-192020/21 Capital Program	
12.1 12.2	ADMINISTRATION	46 55
13.	NEW BUSINESS ARISING BY ORDER OF THE MEETING	59
11	CLOSUPE	50

1. OPENING

The Chairperson to declare the meeting open.

2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 Members Present

Cr DW Davis Shire President Cr CJ Pepper Deputy President

Cr DL Brown
Cr P Gogol
Cr CJ Lawlor
Cr SW Martin
Cr TF McLaughlin
Cr TWT Seed
Cr DC White

2.2 Staff In Attendance

Mr SP Gollan Chief Executive Officer

Mr SK Marshall Deputy Chief Executive Officer

Mr SP Vincent Manager of Works

Mr BS de Beer Manager of Planning and Development Services

Mrs A Lewis Executive Assistant

2.3 Observers And Visitors

2.4 Apologies and Approved Leave of Absence

2.5 Applications for Leave of Absence

3. DECLARATIONS OF INTEREST

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

5. PUBLIC QUESTION TIME

6. CONDOLENCES

The Shire of Beverley flew the flag at half-mast, as a mark of respect to:

THORNTON Mark Anthony 31 March 2020 BEZANT Allan 7 April 2020

7. CONFIRMATION OF MINUTES

7.1 Minutes Of The Ordinary Council Meeting Held 24 March 2020

OFFICER'S RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held Tuesday 24 March 2020 be confirmed.

7.2 Minutes Of The Bush Fire Advisory Committee Meeting Held 19 March 2020

OFFICER'S RECOMMENDATION

That the Minutes of the Beverley Bush Fire Advisory Committee Meeting held Thursday 19 March 2020 be received.

MINUTES OF A MEETING OF THE SHIRE OF BEVERLEY BUSH FIRE ADVISORY COMMITTEE (BFAC) HELD IN THE BEVERLEY AMMENITIES BUILDING ON THURSDAY 19TH MARCH 2020 COMMENCING AT 6.40PM

PRESENT:

Bruce Kilpatrick Chief Bush Fire Control Officer

Bill Cleland Deputy Chief Bush Fire Control Officer

Rob Fisher FCO Dale / Kokeby Brigade
Deane Aynsley FCO Beverley South East BFB

Andrew Shaw FCO Avondale BFB
Stephen Moore FCO Beverley Central
Ben Murray FCO Beverley North East

Troy Granville FCO Community Emergency Services

Manager

Travis Boyle Captain Beverley VFRS
Don Davis President, Shire of Beverley
Simon Marshall (via phone)
Brett Shaw Captain Beverley South East

APOLOGIES:

Paul Schilling FCO Dale West BFB

CONFIRMATION OF PREVIOUS MINUTES:

Moved Andrew Shaw Seconded Stephen Moore

That the Minutes of the Fire Control Officers meeting held on the 10th October 2019 be confirmed.

CARRIED 8/0

MATTERS ARISING FROM MINUTES:

Still awaiting a Fire Break Order template to be finalized by DFES so that we can incorporate a more comprehensive and cohesive Fire Break Order for the 2020/21 Season.

BRIGADE REPORTS:

Avondale: One lightning strike fire.

Beverley North East: Barrett-Lennard header fire.

Beverley South East: Attended a fire in Quairading.

Beverley Central: Tip fire, Barrett-Lennard header fire. Reasonable member numbers

currently.

Dale Kokeby: Fire at the Olive Farm. Williamson Road Fire.

Dale West: Lightning strike fire at start of season. Williamson Road fire.

ELECTION OF FIRE CONTROL OFFICERS:

Chief Bush Fire Control Officer – Bill Cleland was nominated by Bruce Kilpatrick and seconded by Rob Fisher. No further nominations were received and Bill Cleland was elected to the role.

Deputy Chief Bush Fire Control Officer – Deane Aynsley was nominated by Bruce Kilpatrick and seconded by Ben Murray. No further nominations were received and Deane Aynsley was elected to the role.

Beverley Central – Rick Smith was nominated by Stephen Moore and seconded by Ben Murray. No further nominations were received and Rick Smith was elected to the role.

Beverley South East – Brett Shaw was nominated by Deane Aynsley and seconded by Ben Murray. No further nominations were received and Brett Shaw was elected to the role.

Beverley North East – Ben Murray re-nominated himself to continue. No further nominations were received and he was re-elected to the role.

Avondale – Andrew Shaw re-nominated himself to continue. No further nominations were received and he was re-elected to the role.

Dale Kokeby – Rob Fisher re-nominated himself to continue. No further nominations were received and he was re-elected to the role.

Dale West – Paul Schilling re-nominated himself to continue. No further nominations were received and he was re-elected to the role.

Fire Weather Officers: Bill Cleland

Deane Aynsley Andrew Shaw

BUSINESS OF MEETING:

It was agreed that Permit to Burn approvals will be for a maximum of 14 days for agricultural applicants and a maximum of 5 days for all other applicants.

The Fire Break Order from the current season needs amending to correctly reflect the Gazetted Burning Times for the Shire of Beverley.

Restricted Burning Times run from 3rd October to 14th November and from 15th February to 29th March.

Prohibited Burning Times run from 15th November to 14th February.

Unrestricted Burning Times are from 30th March to 2nd October.

GENERAL BUSINESS:

Discussions were had regarding planning effectively for mopping up of fire incidents. Sectorization is required as soon as possible at an incident and shift changeovers need to be planned for long running incidents.

Discussion was had on the use of WAERN radios at incidents and the need to consider that the majority of units on the fireground have only UHF radios. UHF Emergency Channel 5 needs to be dual transmitted and received on WAERN radio sets along with High Band Channel 108.

Training courses for FCO, Sector Commander and First Aid requested to be conducted before the next season.

The letter approaching the Olive Tree Farm regarding their fire control responsibilities to be sent and followed up before next season.

Telstra has been made aware of communication failure issues with their mobile phone towers via the District Operational Advisory Committee (DOAC).

NEXT MEETING:

The next meeting is proposed to be set for a date in October.

CLOSURE:

There being no further business the meeting closed at 7.50pm.

I hereby certify these Minutes as being the Local Government Act 1995.	confirmed in accordance with Section 5.22 of
PRESIDING MEMBER	DATE

8. TECHNICAL SERVICES

8.1 Ten Year Road Program

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 22 April 2020

APPLICANT: N/A

FILE REFERENCE: ADM 0171

AUTHOR: S.P. Vincent, Manager of Works

ATTACHMENTS: 10 Year Road Program (under separate cover)

SUMMARY

Council to consider receiving the Ten Year Road Program 2020 – 2029.

BACKGROUND

The Ten Year Road Program is reviewed annually and is used to ensure projects remain on schedule and not forgotten if they need to be moved out.

The program often changes through the budget process and as different community needs change and evolve.

COMMENT

On Wednesday 18 March 2020 Cr's Gogol, Lawlor, McLaughlin and Seed along with Manager of Works, Steve Vincent completed a road inspection.

From that inspection the 2020/21 road program and Ten Year Road Program were discussed in an hour workshop prior to the Council Meeting on Tuesday 24 March 2020.

The final Ten Year Road Program is attached.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

Future Budgets

STRATEGIC IMPLICATIONS

Goal 1: Shire infrastructure is prepared for economic gains and an increase in our population.

Strategy 1.1 Performance and structure of roads are included in our road management plan, communicated to Council and the community.

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council receive the Ten Year Road Program 2020 – 2029.

9. PLANNING SERVICES

9.1 Development Application: Single House – 44 (Lot 12) Dawson Street

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 20 April 2020

APPLICANT: Tara Smith (Owner: Daryle Burton)

FILE REFERENCE: DAW 991

AUTHOR: B.S. de Beer, Manager Planning & Development Services ATTACHMENTS: Application, Locality Map, Site Plan and Floor Layout

SUMMARY

An application has been received to construct a Single House at 44 (Lot 12) Dawson Street. It will be recommended the application be approved.

BACKGROUND

The subject property is located at 44 (Lot 12) Dawson Street, is zoned 'Rural Townsite' with a density coding of R40 in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS 3). The lot is 860 m² in extent.

In terms of LPS 3 a 'single house' is a 'D' use (discretionary) in this Zone which means that 'the use is not permitted unless the local government has exercised its discretion by granting development approval'.

There is an existing corrugated iron building/shed on the property. It is in this shed that the Old Power House was housed and where the *Silver Centenary Aircraft* was constructed by Selby Ford in 1929. The latter are acknowledged in the *1995 Shire* of Beverley Municipal Heritage Inventory.

COMMENT

The proposal is deemed to be in harmony with the planning intent for the precinct as reflected in the Shire of Beverley Local Planning Strategy.

Applications for planning approval for single dwellings at 38 (Lot 1) and 40 (Lot 2) Queen Street (also within the 'Rural Townsite' zone), had previously been considered and approved by Council.

As mentioned earlier the existing shed on the site is recorded on the Municipal Heritage Inventory (MHI) and henceforth any planning proposals for the lot should take this into account. It is however submitted that minimal change is proposed to the shed and that the adaptive reuse of heritage listed places is a recognised approach in retaining the heritage values and integrity of a property. It is not considered that the granting of approval for a single house on the lot as proposed will detract from these values.

CONSULTATION

No consultation was deemed required.

STATUTORY ENVIRONMENT

The application may be approved under the Shire of Beverley's Local Planning Scheme No. 3.

FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

STRATEGIC IMPLICATIONS

There are no strategic implications relative to this application.

POLICY IMPLICATIONS

There are no policy implications relative to this application.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolve to grant planning approval for a Single House at 44 (Lot 12) Dawson Street, Beverley, subject to the following conditions and advice notes:

Conditions:

- 1. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan, prepared by the applicant and endorsed by Council's Shire Planner.
- 2. Suitable arrangements are to be made for connection to the sewer system prior to occupation.
- 3. Suitable arrangements are to be made for connection to a potable water supply prior to occupation.

Advice Notes:

- Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.
- Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.
- Note 3: Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.
- Note 4: The applicant is advised a building permit is required prior to commencement of any building works.
- Note 5: If an applicant is aggrieved by this decision 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.

Coodmorning. I haven't seen 44 Dawson St, only Estate has released. I'm verwing the Sat 18th April of 10am with Helen. It every I need fingers crossed it will home. The paperwork I have included	SHIRE OF BEVERLEY 2.5 MAR 7020 FALE REF: DAW991 GOO SP GESM DOCEO BS MO MOW GENO GOOD What the ILeah PE Shed on The Shed is be my dream
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The paperwork I have included	
The paperwork I have included a scale is what I would love to do of the shed.	which isn't to to the rear
The bedrooms and bathroom will shed they will be finished off wir reinforced.	be inside the th oi flat roof
The rear of the shed will not be for as it will be my feature wall in the and bedrooms. I will have to remoon of tin for the hallway from the King and reuse it on the backdoor to en	uched in anywa be Kitchen-living ove a small piec
I hope you like my idea of My It will be a ongoing project over 2 tradies from Beverly. Please let me	Dream home. 1-3 years using Know if I can.
Thank you so much for your ti	Me.
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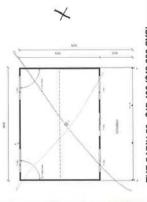




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THE CABIN 60 \$19,100 (\$23,200 CYC) (OLD, NSW, VIC, SA) 60m² (6.6m x 9m) \$20,400 (\$24,800 CYC) (NT, WA, TAS)



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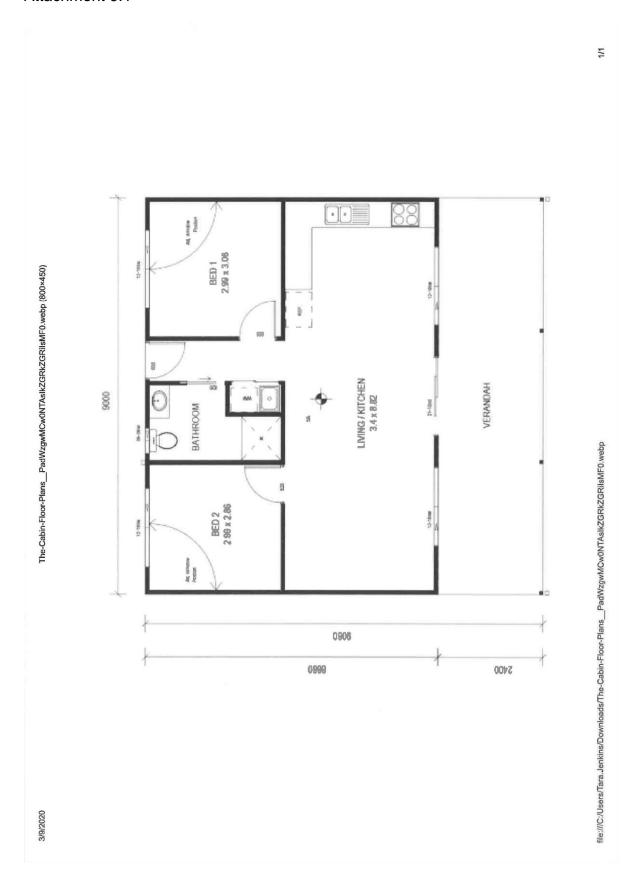
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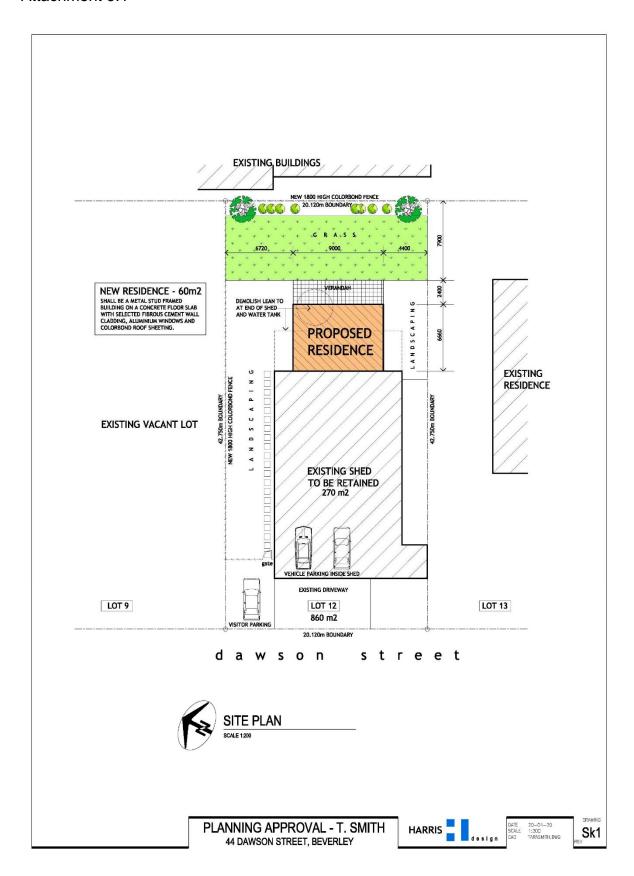


44 (Lot 12) Dawson Street



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10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES

Nil

11. FINANCE

11.1 Monthly Financial Report

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 20 April 2020

APPLICANT: N/A FILE REFERENCE: N/A

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer

ATTACHMENTS: March 2020 Financial Reports

SUMMARY

Council to consider accepting the financial report for the period ending 31 March 2020.

BACKGROUND

There is a statutory requirement that the Local Government is to prepare, each month, a statement of financial activity reporting on sources and applications of its funds and to present the statement to Council.

Council adopted a budget variance reporting parameter of 10% on budgeted items of \$10,000 or greater at the July 2019 Ordinary Meeting, item 11.3.

COMMENT

The monthly financial reports for the period ending 31 March 2020 have been provided and include:

- Financial Activity Statement;
- Statement of Net Current Assets;
- Statement of Financial Position; and
- Supplementary information, including;
 - Operating Statement by Nature and Type;
 - Road Maintenance Report; and
 - Investment of Surplus Funds Report.

STATUTORY ENVIRONMENT

Section 6.4(1) of the *Local Government Act* provides that a local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Regulation 34 of the *Local Government (Financial Management) Regulations* requires a Statement of Financial Activity to be prepared each month which is to contain the following details:

- (a) annual budget estimates:
- (b) budget estimates to the end of the month;
- (c) actual amount of expenditure and revenue;
- (d) material variances between comparable amounts in (b) and (c) above; and
- (e) the net current assets at the end of the month to which the statement relates (i.e. surplus / (deficit) position).

The Statement is to be accompanied by:

- (a) explanation of the composition of net current assets, less committed assets and restricted assets;
- (b) explanation of the material variances; and
- (c) such other information considered relevant by the local government.

FINANCIAL IMPLICATIONS

All revenue and expenditure, unless disclosed in the notes to material variances, are as per the 2019/20 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

AF004 – Investing Surplus Funds

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the monthly financial report for the month of March 2020 be accepted and material variances be noted.

SHIRE OF BEVERLEY STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDING 31 March 2020

		Г		\/_>	
Description	Budget	YTD Budget	YTD Actual	YTD Variance	Notes To Material Variances
	2019/20	2019/20	2019/20	74114116	
Operating Revenue					
General Purpose Funding	3,296,127.00	3,165,321.00	3,183,648.24	18,327.24	Rates discount expense lower than expected \$16,876.
Governance	26,100.00	25,000.00	28,694.94	3,694.94	
Law, Order & Public Safety	210,156.00	142,661.00	143,571.56	910.56	
Health	100.00	0.00	581.83	581.83	
Education & Welfare	0.00	0.00	0.00	0.00	
Housing	117,192.00	96,423.00	100,058.80	3,635.80	
Community Amenities	207,073.00	203,894.00	211,038.25	7,144.25	
Recreation & Culture	642,701.00	263,645.00	276,135.51	12,490.51	Cornerstone Retention Fee Recoup \$5,541, Swimming Pool Season Fees \$1,524 and Recreation Facility Hire fees \$4,832 greater than anticipated.
Transport	1,663,712.00	835,173.00	894,456.27	59,283.27	Roads To Recovery funding \$60,752 greater than anticipated.
Economic Activities	208,929.00	95,273.00	91,080.47	(4,192.53)	
Other Property & Services	43,100.00	34,500.00	35,422.70	922.70	
Total Operating Revenue	6,415,190.00	4,861,890.00	4,964,688.57	102,798.57	
Operating Expenditure					
General Purpose Funding	(182,995.00)	(106,503.00)	(97,771.66)	8,731.34	
Governance	(274,300.00)	(181,411.00)	(172,159.78)	9,251.22	
Law, Order & Public Safety	(392,971.00)	(309,514.00)	(289,283.69)	20,230.31	18/19 Fire Mitigation works expense (\$16,032) unbudgeted. ESL Expenditure (\$4,802) greater than anticipated. Loss on Asset disposal (Backhoe) \$35,000 not realised as Asset retained.
Health	(170,695.00)	(112,258.00)	(103,431.38)	8,826.62	
Education & Welfare	(92,513.00)	(65,709.00)	(60,961.52)	4,747.48	
Housing	(212,325.00)	(149,178.00)	(137,093.89)	12,084.11	Staff Housing maintenance \$5,022 and Seniors Housing maintenance \$8,478 lower than anticipated YTD.
Community Amenities	(676,208.00)	(469,363.00)	(461,216.18)	8,146.82	
Recreation & Culture	(1,575,216.00)	(1,117,767.00)	(1,100,732.93)	17,034.07	Administration Costs reallocated \$16,897 less than anticipated YTD.
Transport	(2,558,918.00)	(1,857,884.00)	(1,865,343.82)	(7,459.82)	
Economic Activities	(558,586.00)	(334,855.00)	(307,093.29)	27,761.71	Asset maintenance expense \$5,712, Tourism Officer expense \$1,948 and Administration costs reallocated \$19,160 less than anticipated YTD.
Other Property & Services	(15,064.00)	(4,119.00)	14,720.88	18,839.88	Timing variance between POC & PWOH costs incurred and reallocated.
Total Operating Expenditure	(6,709,791.00)	(4,708,561.00)	(4,580,367.26)	128,193.74	
Net Operating	(294,601.00)	153,329.00	384,321.31	230,992.31	
Capital Income					
Self Supporting Loan - Principal Repayment	16,270.00	8,012.00	8,011.93	(0.07)	
Proceeds from Sale of Assets	345,000.00	315,000.00	169,982.72	(145,017.28)	Backhoe (\$80,000) and Loader (\$80,000) not disposed. Water Truck \$26,364 and CEO Vehicle \$1,427 trade in values higher than expected. MOW Vehicle (\$364) and Crewcab Ute (\$12,445) trade in values lower than expected.

SHIRE OF BEVERLEY STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDING 31 March 2020

				VTD	<u> </u>
Description	Budget	YTD Budget	YTD Actual	YTD Variance	Notes To Material Variances
	2019/20	2019/20	2019/20		
New Loan Raised	150,000.00	0.00	0.00	0.00	
Total Capital Income	511,270.00	323,012.00	177,994.65	(145,017.35)	
Capital Expenditure					
Land and Buildings	(979,000.00)	(284,000.00)	(317,964.81)	(33,964.81)	Community Bus Shed (\$36,041) project unbudgeted but partly reimbursable from insurance cover. Cornerstone final superintendent charges (\$4,990) unbudgeted. Medical Centre AC replacement (\$8,700) unbudgeted. 59 Smith Street bathroom refurbishment \$13,110 lower than anticipated.
Plant and Equipment	(867,000.00)	(761,000.00)	(547,619.82)	213,380.18	New Loader \$24,770, CEO Vehicle \$4,349 and Water Truck \$3,100 purchase savings. Backhoe retained \$180,000.
Office Furniture and Equipment	0.00	0.00	0.00	0.00	
Road Construction	(2,441,722.00)	(1,721,733.00)	(733,236.12)	988,496.88	Cyclone Joyce AGRN 781 recovery works \$736,758 not to proceed offset by no funding received. Sealing and stabilising works delayed on various roads \$323,682. Morbinning Road failure repair including engineer expense (\$66,481). Mann Street (\$2,394) additional internal labour and plant expense.
Other Infrastructure	(259,067.00)	(219,067.00)	(222,381.92)	(3,314.92)	
Land Under Control	0.00	0.00	0.00	0.00	
Loans - Principal Repayments	(153,429.00)	(94,126.00)	(94,125.43)	0.57	
Total Capital Expenditure	(4,700,218.00)	(3,079,926.00)	(1,915,328.10)	1,164,597.90	
Net Capital	(4,188,948.00)	(2,756,914.00)	(1,737,333.45)	1,019,580.55	
Adjustments					
Depreciation Written Back	2,306,734.00	1,735,167.00	1,744,113.51	8,946.51	
Movement in Leave Reserve Cash Balance	0.00	0.00	1,826.00	1,826.00	
Movement in Non-Current Loan Repayments	0.00	0.00	0.00	0.00	
Movement in Non-Current SSL Income	0.00	0.00	0.00	0.00	
Movement in Non-Current Investments	0.00	0.00	0.00	0.00	
Movement in Non-Current LSL Provision	0.00	0.00	0.00	0.00	
Movement in Non-Current Deferred Pensioner Rates	0.00	0.00	0.00		
(Profit)/Loss on Disposal of Assets Written Back	25,000.00	25,000.00	40,050.39	15,050.39	Loader and Backhoe not disposed.
Loss on Revaluation of Non-Current Assets Written Back	0.00	0.00	0.00	0.00	
Rounding	0.00	0.00	0.00	0.00	
Add Funding From					
Transfer (To)/From Reserves	427,171.00	(24,087.00)	(24,086.24)	0.76	
Opening Surplus/(Deficit)	1,724,644.00	1,724,644.00	1,724,644.16	0.16	
Total Adjustments	4,483,549.00	3,460,724.00	3,486,547.82	25,823.82	
CLOSING SURPLUS/(DEFICIT)	0.00	857,139.00	2,133,535.68	1,276,396.68	

SHIRE OF BEVERLEY STATEMENT OF NET CURRENT ASSETS FOR THE PERIOD ENDING 31 March 2020

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Description	Actual	YTD Actual
	2018/19	2019/20
Current Assets		
Cash at Bank	1,079,949.68	738,947.72
Cash - Unrestricted Investments	1,000,000.00	1,312,559.75
Cash - Restricted Reserves	2,372,868.36	2,396,954.60
Cash on Hand	300.00	300.00
Accounts Receivable	390,058.46	443,116.38
Prepaid Expenses	0.00	0.00
Self Supporting Loan - Current	16,270.62	8,258.69
Inventory - Fuel	12,501.60	8,832.75
Total Current Assets	4,871,948.72	4,908,969.89
Current Liabilities		
Accounts Payable	(595,620.53)	(209,501.87)
Loan Liability - Current	(153,428.91)	(59,303.48)
Annual Leave Liability - Current	(184,119.46)	(184,119.46)
Long Service Leave Liability -		
Current	(158,315.59)	(158,315.59)
Doubtful Debts	0.00	0.00
Total Current Liabilities	(1,091,484.49)	(611,240.40)
Adjustments		
Less Restricted Reserves	(2,372,868.36)	(2,396,954.60)
Less Self Supporting Loan Income	(16,270.62)	(8,258.69)
Add Leave Reserves - Cash Backed	179,890.00	181,716.00
Add Loan Principal Expense	153,428.91	59,303.48
Total Adjustments	(2,055,820.07)	(2,164,193.81)
NET CURRENT ASSETS	1,724,644.16	2,133,535.68

SHIRE OF BEVERLEY STATEMENT OF FINANCIAL POSITION FOR THE PERIOD ENDING 31 March 2020

Description	Actual	YTD Actual	Movement
	2018/19	2019/20	
Current Assets			
Cash and Cash Equivalents	4,453,118.04	4,448,762.07	(4,355.97)
Accounts Receivable	390,058.46	443,116.38	53,057.92
Contract Asset - Current	0.00	0.00	0.00
Prepaid Expenses	0.00	0.00	0.00
Self Supporting Loan - Current	16,270.62	8,258.69	(8,011.93)
Inventory	12,501.60	8,832.75	(3,668.85)
Total Current Assets	4,871,948.72	4,908,969.89	37,021.17
Current Liabilities			
Accounts Payable	(595,620.53)	(209,501.87)	386,118.66
Contract Liability - Current	0.00	0.00	0.00
Loan Liability - Current	(153,428.91)	(59,303.48)	94,125.43
Lease Liability - Current	0.00	0.00	0.00
Annual Leave Liability - Current	(184,119.46)	(184,119.46)	0.00
Long Service Leave Liability - Current	(158,315.59)	(158,315.59)	0.00
Doubtful Debts	0.00	0.00	0.00
Total Current Liabilities	(1,091,484.49)	(611,240.40)	480,244.09
Non-Current Assets			
Non-Current Debtors	111,941.79	111,941.79	0.00
Non-Current Investments	46,400.31	46,400.31	0.00
Land and Buildings	21,206,039.31	21,019,095.23	(186,944.08)
Plant and Equipment	2,028,750.39	2,166,066.29	137,315.90
Furniture and Equipment	125,771.39	114,115.58	(11,655.81)
Infrastructure	60,219,210.22	60,147,550.26	(71,659.96)
Self Supporting Loan - Non Current	42,541.50	42,541.50	0.00
Total Non-Current Assets	83,780,654.91	83,647,710.96	(132,943.95)
			_
Non-Current Liabilities			
Loan Liability - Non Current	(1,517,163.10)	(1,517,163.10)	0.00
Lease Liability - Non Current	0.00	0.00	0.00
Annual Leave - Non Current	0.00	0.00	0.00
LSL Liability - Non Current	(25,790.41)	(25,790.41)	0.00
Total Non Current Liabilities	(1,542,953.51)	(1,542,953.51)	0.00
Net Assets	86,018,165.63	86,402,486.94	384,321.31

SHIRE OF BEVERLEY STATEMENT OF FINANCIAL POSITION FOR THE PERIOD ENDING 31 March 2020

		I	
Description	Actual	YTD Actual	Movement
	2018/19	2019/20	
Equity			
Accumulated Surplus	(43,643,767.95)	(44,004,003.02)	(360,235.07)
Reserves - Cash Backed	(2,372,868.36)	(2,396,954.60)	(24,086.24)
Reserve - Revaluations	(40,001,529.32)	(40,001,529.32)	0.00
			_
Total Equity	(86,018,165.63)	(86,402,486.94)	(384,321.31)

SHIRE OF BEVERLEY OPERATING STATEMENT BY NATURE & TYPE FOR THE PERIOD ENDING 31 March 2020

Description	Budget	YTD Actual
•	2019/20	2019/20
Income		
Rates	2,669,880.00	2,810,988.04
Operating Grants, Subsidies and Contributions	2,271,419.00	953,376.24
Profit On Asset Disposal	12,000.00	0.00
Service Charges	0.00	0.00
Fees & Charges	523,761.00	504,682.34
Interest Earnings	103,888.00	61,121.22
Other Revenue	60,500.00	115,350.70
Non-Operating Grants, Subsidies and Contributions	9,238,188.00	521,820.38
Total Income by Nature & Type	14,879,636.00	4,967,338.92
Expenditure		
Employee Costs	(2,134,739.00)	(1,445,084.46)
Materials & Contracts	(1,840,463.00)	(1,122,448.53)
Utilities	(208,638.00)	(168,249.75)
Depreciation On Non-Current Assets	(1,691,589.00)	(1,744,113.51)
Interest Expenses	(34,504.00)	(39,422.99)
Insurance Expenses	(168,227.00)	(195,149.52)
Other Expenditure	(81,975.00)	(71,969.93)
Loss On Asset Disposal	(8,000.00)	(40,050.39)
Loss on Revaluation of Non-Current Assets	0.00	0.00
Total Expenditure by Nature & Type	(6,168,135.00)	(4,826,489.08)
Allocations		
Reallocation Codes Expenditure	421,192.00	243,471.47
Reallocation Codes Income	0.00	0.00
Total Allocations	421,192.00	243,471.47
Net Operating by Nature & Type	9,132,693.00	384,321.31

Job#	Job Description	YTD Actual 2019/20
	Rural Road Maintenance	
RR001	Aikens Rd (RoadID: 51) (Maintenance)	4,567.22
RR002	Athol Rd (RoadID: 26) (Maintenance)	134.40
RR003	Avoca Rd (RoadID: 98) (Maintenance)	0.00
RR004	Balkuling Rd (RoadID: 32) (Maintenance)	1,859.47
RR005	Balkuling North Rd (RoadID: 177) (Maintenance)	0.00
RR006	Bally-Bally Countypeak Rd (RoadID: 25) (Mtce)	7,084.81
RR007	Bally-Bally Rd (RoadID: 9) (Maintenance)	14,010.37
RR008	Barrington Rd (RoadID: 13) (Maintenance)	3,722.25
RR009	Batemans Rd (RoadID: 78) (Maintenance)	671.78
RR010	Batys Rd (RoadID: 60) (Maintenance)	0.00
RR011	Bellrock Rd (RoadID: 158) (Maintenance)	1,127.43
RR012	Bennetts Rd (RoadID: 91) (Maintenance)	4,637.35
RR013	Beringer Rd (RoadID: 29) (Maintenance)	9,297.12
RR014	Bethany Rd (RoadID: 148) (Maintenance)	3,481.37
RR015	Billabong Rd (RoadID: 179) (Maintenance)	0.00
RR016	Blackburn Rd (RoadID: 46) (Maintenance)	1,350.24
RR017	Bremner Rd (RoadID: 6) (Maintenance)	2,400.84
RR018	Buckinghams Rd (RoadID: 94) (Maintenance)	3,798.55
RR019	Bushhill Road (RoadID: 183) (Maintenance)	459.59
RR020	Butchers Rd (RoadID: 20) (Maintenance)	7,393.85
RR021	Cannon Hill Rd (RoadID: 176) (Maintenance)	347.62
RR022	Carrs Rd (RoadID: 47) (Maintenance)	1,622.79
RR023	Cattle Station Road (RoadID: 181) (Maintenance)	0.00
RR024	Caudle Rd (RoadID: 140) (Maintenance)	0.00
RR025	Chocolate Hills Rd (RoadID: 138) (Maintenance)	0.00
RR026	Clulows Rd (RoadID: 16) (Maintenance)	738.77
RR027	Collins Rd (RoadID: 66) (Maintenance)	2,686.91
RR028	Cookes Rd (RoadID: 61) (Maintenance)	715.65
RR029	Corberding Rd (RoadID: 43) (Maintenance)	4,391.78
RR030	County Peak Rd (RoadID: 96) (Maintenance)	321.79
RR031	Dale Kokeby Rd (RoadID: 10) (Maintenance)	37,822.75
RR032	Dalebin North Rd (RoadID: 24) (Maintenance)	6,768.86
RR033	Deep Pool Rd (RoadID: 82) (Maintenance)	6,665.14
RR034	Dobaderry Rd (RoadID: 102) (Maintenance)	22,153.28
RR035	Dongadilling Rd (RoadID: 18) (Maintenance)	4,466.37
RR036	Drapers Rd (RoadID: 79) (Maintenance)	646.93
RR037	East Lynne Rd (RoadID: 52) (Maintenance)	0.00
RR038	Edison Mill Rd (RoadID: 5) (Maintenance)	78,533.76

Job#	Job Description	YTD Actual
RR039	Ewert Rd (RoadID: 27) (Maintenance)	2019/20
	, , , , ,	19,125.34
RR040	Fergusons Rd (RoadID: 64) (Maintenance)	336.87
RR041	Fishers Rd (RoadID: 75) (Maintenance)	4,512.92
RR042	Glencoe Rd (RoadID: 33) (Maintenance)	2,674.60
RR043	Gors Rd (RoadID: 30) (Maintenance)	1,766.10
RR044	Greenhills South Rd (RoadID: 36) (Maintenance)	1,346.53
RR045	Heals Rd (RoadID: 95) (Maintenance)	348.34
RR046	Hills Rd (RoadID: 76) (Maintenance)	1,226.27
RR047	Hobbs Rd (RoadID: 40) (Maintenance)	5,224.04
RR048	Jacksons Rd (RoadID: 57) (Maintenance)	0.00
RR049	Jacobs Well Rd (RoadID: 15) (Maintenance)	886.51
RR050	Jas Rd (Maintenance)	0.00
RR051	Johnsons Rd (RoadID: 73) (Maintenance)	665.93
RR052	Jones Rd (RoadID: 48) (Maintenance)	1,413.39
RR053	K1 Rd (RoadID: 85) (Maintenance)	5,253.55
RR054	Kennedys Rd (RoadID: 92) (Maintenance)	96.81
RR055	Kevills Rd (RoadID: 69) (Maintenance)	0.00
RR056	Kieara Rd (RoadID: 55) (Maintenance)	1,085.61
RR057	Kilpatricks Rd (RoadID: 74) (Maintenance)	1,660.81
RR058	Kokeby East Rd (RoadID: 4) (Maintenance)	5,034.20
RR059	Kokendin Rd (RoadID: 11) (Maintenance)	18,062.58
RR060	Lennard Rd (RoadID: 58) (Maintenance)	2,704.41
RR061	Little Hill Rd (RoadID: 180) (Maintenance)	109.01
RR062	Luptons Rd (RoadID: 22) (Maintenance)	7,094.07
RR063	Maitland Rd (RoadID: 39) (Maintenance)	18,182.29
RR064	Mandiakon Rd (RoadID: 87) (Maintenance)	1,247.70
RR065	Manns Rd (RoadID: 59) (Maintenance)	9,792.97
RR066	Manuels Rd (RoadID: 37) (Maintenance)	0.00
RR067	Mawson Rd (RoadID: 100) (Maintenance)	5,052.84
RR068	Mawson North Rd (RoadID: 167) (Maintenance)	441.83
RR069	Mcdonalds Rd (RoadID: 54) (Maintenance)	833.00
RR070	Mckellars Rd (RoadID: 93) (Maintenance)	825.46
RR071	Mclean Rd (RoadID: 84) (Maintenance)	0.00
RR072	Millers Rd (RoadID: 49) (Maintenance)	2,863.15
RR073	Mills Rd (RoadID: 80) (Maintenance)	1,165.14
RR074	Morbinning Rd (RoadID: 1) (Maintenance)	9,187.91
RR075	Murrays Rd (RoadID: 71) (Maintenance)	1,870.14
RR076	Negus Rd (RoadID: 50) (Maintenance)	965.82
RR077	Northbourne Rd (RoadID: 28) (Maintenance)	5,780.12

Job#	Job Description	YTD Actual
		2019/20
RR078	Oakdale Rd (RoadID: 17) (Maintenance)	3,359.94
RR079	Patten Rd (RoadID: 53) (Maintenance)	1,898.89
RR080	Petchells Rd (RoadID: 38) (Maintenance)	581.82
RR081	Piccadilly Rd (RoadID: 70) (Maintenance)	1,510.62
RR082	Pike Rd (RoadID: 45) (Maintenance)	3,230.98
RR083	Potts Rd (RoadID: 14) (Maintenance)	4,853.33
RR084	Qualandary Rd (RoadID: 19) (Maintenance)	3,243.39
RR085	Rickeys Rd (RoadID: 35) (Maintenance)	2,526.91
RR086	Rickeys Siding Rd (RoadID: 137) (Maintenance)	2,248.87
RR087	Rifle Range Rd (RoadID: 56) (Maintenance)	970.39
RR088	Rigoll Rd (RoadID: 157) (Maintenance)	27.75
RR089	Rogers Rd (RoadID: 62) (Maintenance)	997.55
RR090	Rossi Rd (RoadID: 156) (Maintenance)	586.41
RR091	Rumble Rd (Maintenance)	561.32
RR092	Schillings Rd (RoadID: 65) (Maintenance)	992.86
RR093	Shaw Rd (RoadID: 184) (Maintenance)	2,796.43
RR094	Sheahans Rd (RoadID: 90) (Maintenance)	1,477.04
RR095	Simmons Rd (RoadID: 101) (Maintenance)	3,377.21
RR096	Sims Rd (RoadID: 155) (Maintenance)	1,068.80
RR097	Ski Rd (RoadID: 83) (Maintenance)	1,984.13
RR098	Smith Rd (RoadID: 72) (Maintenance)	5,513.46
RR099	Southern Branch Rd (RoadID: 41) (Maintenance)	1,464.20
RR100	Spavens Rd (RoadID: 44) (Maintenance)	2,876.03
RR101	Springhill Rd (RoadID: 23) (Maintenance)	5,443.91
RR102	Steve Edwards Drv (RoadID: 173) (Maintenance)	1,009.18
RR103	St Jacks Rd (RoadID: 34) (Maintenance)	1,176.73
RR104	Talbot West Rd (RoadID: 12) (Maintenance)	3,812.82
RR105	Thomas Rd (RoadID: 31) (Maintenance)	1,270.74
RR106	Top Beverley York Rd (RoadID: 8) (Maintenance)	9,266.76
RR107	Turner Gully Rd (RoadID: 169) (Maintenance)	550.78
RR108	Vallentine Rd (RoadID: 21) (Maintenance)	1,103.61
RR109	Walgy Rd (RoadID: 42) (Maintenance)	5,351.03
RR110	Walkers Rd (RoadID: 86) (Maintenance)	0.00
RR111	Wansbrough Rd (RoadID: 77) (Maintenance)	1,439.60
RR112	Warradale Rd (RoadID: 67) (Maintenance)	1,215.61
RR113	Waterhatch Rd (RoadID: 2) (Maintenance)	8,254.19
RR114	Westdale Rd (RoadID: 166) (Maintenance)	8,486.57
RR115	Williamsons Rd (RoadID: 63) (Maintenance)	404.34
RR116	Woods Rd (RoadID: 68) (Maintenance)	1,293.49

Job#	Job Description	YTD Actual		
RR117	Woonderlin Rd (RoadID: 175) (Maintenance)	2019/20		
RR118	Wyalgima Rd (RoadID: 175) (Maintenance)	1,993.84		
RR119	Yenyening Lakes Rd (RoadID: 7) (Maintenance)	768.59		
RR120	York-Williams Rd (RoadID: 3) (Maintenance)	9,877.41		
RR121	Young Rd (RoadID: 81) (Maintenance)	5,072.90		
RR777	Contract Road Side Spraying	0.00		
RR888	Tree Lopping - Rural Roads (Maintenance)	24,604.55		
RR999	Rural Roads Various (Maintenance)	40,062.00		
WANDRRA	Disaster Recovery Works	49,585.12		
WAINDIKKA	Disaster Necovery Works	0.00		
Sub Total	Rural Road Maintenance	0.00 602,907.40		
	Town Street Maintenance			
TS001	Barnsley St (RoadID: 162) (Maintenance)	0.00		
TS002	Bartram St (RoadID: 114) (Maintenance)	487.47		
TS003	Brockman St (RoadID: 129) (Maintenance)	103.20		
TS004	Brooking St (RoadID: 122) (Maintenance)	1,219.01		
TS005	Broun St (RoadID: 144) (Maintenance)	0.00		
TS006	Chestillion Ct (RoadID: 139) (Maintenance)	0.00		
TS007	Chipper St (RoadID: 126) (Maintenance)	0.00		
TS008	Council Rd (RoadID: 149) (Maintenance)	662.71		
TS009	Courtney St (RoadID: 153) (Maintenance)	0.00		
TS010	Dawson St (RoadID: 106) (Maintenance)	401.27		
TS011	Delisle St (RoadID: 120) (Maintenance)	200.63		
TS012	Dempster St (RoadID: 111) (Maintenance)	236.73		
TS013	Duffield St (RoadID: 160) (Maintenance)	1,190.76		
TS014	Edward St (RoadID: 107) (Maintenance)	173.12		
TS015	Elizabeth St (RoadID: 131) (Maintenance)	363.67		
TS016	Ernest Drv (RoadID: 135) (Maintenance)	24.22		
TS017	Forrest St (RoadID: 103) (Maintenance)	10,893.98		
TS018	George St North (RoadID: 161) (Maintenance)	337.84		
TS019	George St South (RoadID: 145) (Maintenance)	0.00		
TS020	Grigson St (RoadID: 172) (Maintenance)	0.00		
TS021	Hamersley St (RoadID: 130) (Maintenance)	4,651.41		
TS022	Harper St (RoadID: 109) (Maintenance)	925.38		
TS023	Hope St (RoadID: 115) (Maintenance)	185.39		
TS024	Hopkin St (RoadID: 128) (Maintenance)	0.00		

Job#	Job Description	YTD Actual	
T0005	H	2019/20	
TS025	Horley St (RoadID: 127) (Maintenance)	1,002.92	
TS026	Hunt Rd (Maintenance)	1,826.62	
TS027	Husking St (RoadID: 117) (Maintenance)	0.00	
TS028	Hutchinson St (RoadID: 168) (Maintenance)	0.00	
TS029	John St (RoadID: 105) (Maintenance)	1,259.30	
TS030	Langsford St (RoadID: 152) (Maintenance)	519.47	
TS031	Lennard St (RoadID: 113) (Maintenance)	663.51	
TS032	Ludgate St (RoadID: 143) (Maintenance)	0.00	
TS033	Lukin St (RoadID: 104) (Maintenance)	4,911.05	
TS034	Mcneil St (RoadID: 141) (Maintenance)	4,210.64	
TS035	Monger St (RoadID: 116) (Maintenance)	0.00	
TS036	Morrison St (RoadID: 112) (Maintenance)	0.00	
TS037	Nicholas St (RoadID: 123) (Maintenance)	1,091.33	
TS038	Prior PI (RoadID: 174) (Maintenance)	0.00	
TS039	Queen St (RoadID: 110) (Maintenance)	1,914.03	
TS040	Railway Pde (RoadID: 147) (Maintenance)	588.71	
TS041	Railway St (RoadID: 146) (Maintenance)	6,805.30	
TS042	Richardson St (RoadID: 124) (Maintenance)	149.44	
TS043	Seabrook St (RoadID: 118) (Maintenance)	179.16	
TS044	Sewell St (RoadID: 119) (Maintenance)	0.00	
TS045	Shed St (RoadID: 136) (Maintenance)	226.52	
TS046	Short St (RoadID: 121) (Maintenance)	386.46	
TS047	Smith St (RoadID: 108) (Maintenance)	957.38	
TS048	Taylor St (RoadID: 165) (Maintenance)	0.00	
TS049	Vincent St (RoadID: 125) (Maintenance)	5,609.05	
TS050	Wright St (RoadID: 150) (Maintenance)	106.06	
TS051	Great Southern Hwy (Maintenance)	0.00	
TS888	Tree Lopping - Town Streets (Maintenance)	34.51	
TS999	Town Streets Various (Maintenance)	2,490.85	
Sub Total	Town Streets Maintenance	56,989.10	
•			
Total	Road Maintenance	659,896.50	

SHIRE OF BEVERLEY INVESTMENT OF SURPLUS FUNDS AS AT 31 March 2020

Account #	Account Name	Amount Invested (\$)	Total	Term	Interest Rate	Maturation
3027830	Reserve Funds Bendigo					
	Long Service Leave	43,740.51				
	Office Equipment	95.16				
	Airfield Emergency	39,638.10				
	Plant	493,110.86				
	Bush Fire Fighters	127,574.61				
	Building	356,217.46				
	Recreation Ground	424,104.42				
	Cropping Committee	135,500.11				
	Avon River Development	25,640.73				
	Annual Leave	137,975.49				
	Community Bus	36,441.05				
	Road Construction	500,771.96				
	Senior Housing	76,144.15	2,396,954.60	6 mnths	1.60%	29/06/2020
3152801	Term Deposit Bendigo	405,300.33		3 mnths	1.85%	15/04/2020
3194294	Term Deposit Bendigo	304,363.32		3 mnths	1.65%	28/04/2020
3236190	Term Deposit Bendigo	301,654.52		4 mnths	1.50%	4/05/2020
9145-40222	ANZ Term Deposit	301,241.58	1,312,559.75	3 mnths	1.45%	2/04/2020
	Total		3,709,514.35			

Note for Account 3152801, reinvested for 3 months at 1.40%

11.2 Accounts Paid by Authority

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 21 April 2020

APPLICANT: N/A FILE REFERENCE: N/A

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer

ATTACHMENTS: March 2020 – List of Accounts (under separate cover)

SUMMARY

Council to consider authorising the payment of accounts.

BACKGROUND

The attached list represents accounts paid by authority for the month of March 2020.

COMMENT

Unless otherwise identified, all payments have been made in accordance with Council's 2019/20 Budget.

STATUTORY ENVIRONMENT

Regulation 12 of the Local Government (Financial Management) Regulations provides that:

- (1) A payment may only be made from the municipal fund or the trust fund
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the Local Government (Financial Management) Regulations provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing
- (a) for each account which requires council authorisation in that month
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction;

and

(b) the date of the meeting of the Council to which the list is to be presented.

- (3) A list prepared under sub regulation (1) or (2) is to be —
- (a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

FINANCIAL IMPLICATIONS

Unless otherwise identified, all payments have been made in accordance with Council's 2019/20 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Authority to Purchase – All acquisitions should be in accordance with budget provisions or to a maximum specified cost.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the List of Accounts as presented, be received:

March 2020:

(1) **Municipal Fund** – Account 016-540 259 838 056

Chec	lue	vou	chers

17 March 20	1763-1763	(1)	\$	1,011.44 (authorised by DCEO S Marshall and Pres D Davis)
20 March 20	1764-1764	(1)	\$	45.34 (authorised by DCEO S Marshall and Pres D Davis)
27 March 20	1765-1765	(1)	\$	1,059.92 (authorised by DCEO S Marshall and Pres D Davis)
Total of cheque	e vouchers for Ma	arch 20	020	incl \$2,116.70 previously paid

EFT vouchers

_					
04 March 20	EFT 1-37	(37)	\$	53,196.40	(authorised by CEO S Gollan and DCEO S Marshall)
05 March 20	EFT 5570-5600	(31)	\$ 3	305,142.08	(authorised by CEO S Gollan and DCEO S Marshall)
17 March 20	EFT 5601-5608	(8)	\$	28,557.13	(authorised by DCEO S Marshall and Pres D Davis)
18 March 20	EFT 1-41	(41)	\$	54,672.32	(authorised by DCEO S Marshall and Cr D White)
20 March 20	EFT 5610-5648	(39)	\$ 1	128,268.90	(authorised by DCEO S Marshall and Pres D Davis)
27 March 20	EFT 5650-5657	(8)	\$	38,857.13	(authorised by DCEO S Marshall and Pres D Davis)
31 March 20	EFT 5658-5658	(1)	\$	4,421.52	(authorised by DCEO S Marshall and Pres D Davis)
Total of EFT vouch	ners for March	2020	incl		\$ 613,115.48 previously paid.

(2) Trust Fund – Account 016-259 838 128

Cheque vouchers

Nil vouchers

Total of cheque vouchers for March 2020 incl \$ 0.00 previously paid.

EFT vouchers

20 March 20	EFT 5609-5609	(1) \$	50.00 (authorised by DCEO S Marshall and Pres D Davis)
Total of EFT vo	ouchers for March 2	2020 incl	\$ 20.00 previously paid.

(3) **Direct Debit** Payments totalling \$ 120,612.36 previously paid.

(4) **Credit Card** Payments totalling \$4,295.26 previously paid.

<u>11.3 Drought Communities Programme – Caravan Park Onsite</u> <u>Accommodation Project</u>

SUBMISSION TO: Ordinary Council Meeting

REPORT DATE: 8 April 2020 APPLICANT: Shire of Beverley

FILE REFERENCE: ADM 0582

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer ATTACHMENTS: Concept Site Plan and Accommodation Layouts

SUMMARY

Council to consider progressing with the construction of up to six onsite accommodation units at the Beverley Caravan Park utilising Drought Communities grant funds.

BACKGROUND

On 28 January 2020, the Australian Government committed to provide funding for 52 drought-affected councils under the Drought Community Program – Extension.

The Shire of Beverley was one of the 52 councils identified and is eligible to receive \$1 million in funding toward capital works that will provide benefit to the local community.

COMMENT

Council has already committed to allocating \$420,000 of the Drought Communities Program Funding towards the Beverley Youth Activity Area project (see Ordinary Council Meeting Minutes March 2020 item 11.4).

It is proposed that the remaining \$580,000 be allocated towards the construction of up to six onsite self contained accommodation units at the Beverley Caravan Park.

Two different floorplans have been developed, in concept, to cater for singles/couples and families.

Construction of three Units to cater for singles/couples and three to cater for families would be the proposed mix of accommodation options.

The vacant area directly north of the current Caravan Park has been earmarked as the development area. This block is on the same title as the Caravan Park and is clear to be used for an onsite accommodation purpose. In addition, existing services running to the Caravan Park can be used to service the site, which is expected to minimise headworks costs.

It is expected that Council will need to contribute to solar power, furnishing the units, landscaping of the area and to construct a suitable access road to the Units. An allowance of \$120,000 (solar power, landscaping and furnishing) from the Building Reserve and \$50,000 (access road) from the Roads Reserve is requested to allow for these costs.

This will allow a project budget of \$750,000.

The actual construction of the Units is proposed to be undertaken by all local tradesman (where possible). Local trades have been invited to be involved in the project, with response being received from Rozema Builders, Beverley Electrical, Turn It Up Electrical, Beverley Gas and Plumbing and Shazmac Plumbing to be involved in the project.

A preliminary meeting with the interested parties was held on 7 April 2020. John Rozema has been nominated as the Project Coordinator and has been asked to work with the local trades to produce designs and working documents based on the concept plans provided.

It is expected for construction to begin in July 2020.

Given the funding requirement to utilise local trades, where possible, a tender exemption is going to be requested from the Minister of Local Government to expedite the project without the need to go to tender.

STATUTORY ENVIRONMENT

The *Local Government Act 1995* allows the following in relation to calling tenders for the supply of goods and services:

- 3.57. Tenders for providing goods or services
- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.
- (2) Regulations may make provision about tenders.

The Local Government (Functions and General) Regulations 1996 allows the following in relation to calling tenders for the supply of goods and services:

- 11. When tenders have to be publicly invited
- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150 000 unless subregulation (2) states otherwise.
- (2) Tenders do not have to be publicly invited according to the requirements of this Division if
 - (a) the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or
 - (b) the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program; or
 - [(ba) deleted]
 - (c) within the last 6 months
 - the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications or satisfied the value for money assessment; or
 - (ii) the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer; or

- (d) the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or
- (e) the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or
- (ea) the goods or services are to be supplied
 - (i) in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
 - (ii) by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph; or
- (f) the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- (g) the goods to be supplied under the contract are
 - (i) petrol or oil; or
 - (ii) any other liquid, or any gas, used for internal combustion engines; or
- (h) the following apply
 - the goods or services are to be supplied by a person registered on the Aboriginal Business Directory WA published by the Small Business Development Corporation established under the Small Business Development Corporation Act 1983; and
 - (ii) the consideration under the contract is \$250 000 or less, or worth \$250 000 or less; and
 - (iii) the local government is satisfied that the contract represents value for money; or
- (i) the goods or services are to be supplied by an Australian Disability Enterprise; or
- (j) the contract is a renewal or extension of the term of a contract (the original contract) where —
 - (i) the original contract was entered into after the local government, according to the requirements of this Division, publicly invited tenders for the supply of goods or services; and
 - (ii) the invitation for tenders contained provision for the renewal or extension of a contract entered into with a successful tenderer; and
 - (iii) the original contract contains an option to renew or extend its term; and
 - (iv) the supplier's tender included a requirement for such an option and specified the consideration payable, or the method by which the consideration is to be calculated, if the option were exercised;

or

(k) the goods or services are to be supplied by a pre qualified supplier under Division 3.

FINANCIAL IMPLICATIONS

\$580,000 funded from the Drought Communities Program.

\$120,000 funded from the Building Reserve

\$50,000 funded from the Infrastructure Reserve.

STRATEGIC IMPLICATIONS

Goal 1 - Shire infrastructure is prepared for economic gains and an increase in our population.

Strategy 1.2 - Shire assets are prepared for commercial and population increases.

Goal 6 - Beverley has a unique identity in the region and is well visited.

Strategy - 6.1 Help coordinate tourism products and experiences with local stakeholders.

POLICY IMPLICATIONS

Nil

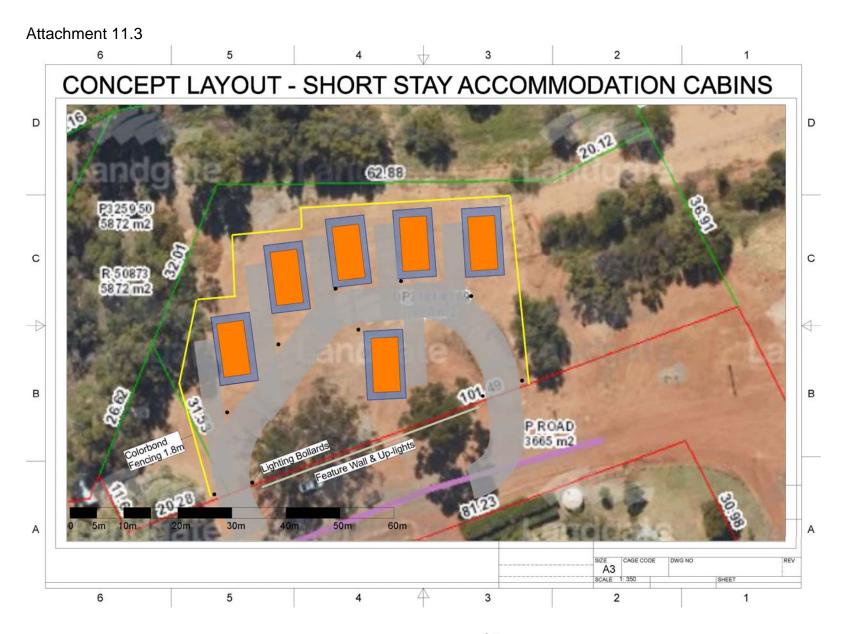
VOTING REQUIREMENTS

Absolute Majority

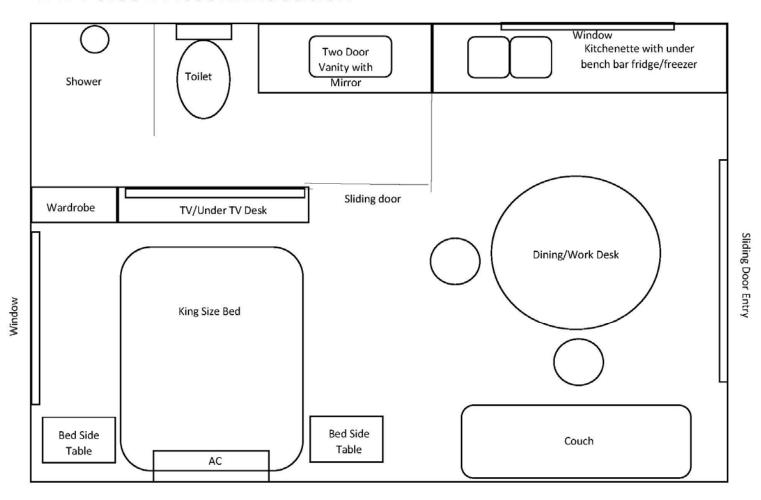
OFFICER'S RECOMMENDATION

That:

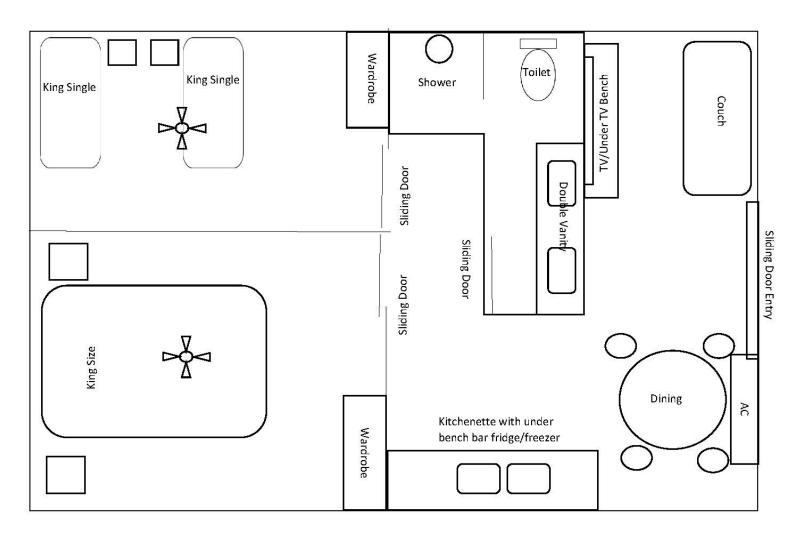
- 1. \$580,000 of Drought Communities Funding be allocated towards the construction of six Onsite Accommodation Units at the Beverley Caravan Park;
- 2. \$120,000 from the Building Reserve be allocated towards solar power, furnishings and landscaping to the Onsite Accommodation Project;
- 3. \$50,000 from the Infrastructure Reserve be allocated towards constructing an access road to the Onsite Accommodation Project; and
- 4. The Minister of Local Government be asked to waive the tender requirements under Section 3.57 of the *Local Government Act 1995* and Regulation 11 of the *Local Government (Functions and General) Regulations 1996* to allow for the project to be expedited and for local trades to be utilised.
- 5. The Chief Executive Officer be authorised to coordinate with local trades to deliver the Onsite Accommodation Project within a budget of \$750,000.



1-2 Person Accommodation



3-4 Person Accommodation



11.4 2020/21 Budget – Rates and Other Fees and Charges

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 8 April 2020

APPLICANT: N/A

FILE REFERENCE: ADM 0275

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer

ATTACHMENTS: NII

SUMMARY

Council to consider freezing Rates and Other Fees and Charges for the development of the draft 2020/21 Budget in response to the COVID-19 pandemic and the associated economic impact of State and Federal measures to contain the virus in Australia.

BACKGROUND

Cases of COVID-19 first emerged in December 2019, when a mysterious illness was reported in Wuhan, China. The cause of the disease was soon confirmed as a new kind of coronavirus, and the infection has spread around the world.

On 11 March 2020, the World Health Organisation (WHO) announced that the outbreak should be considered a pandemic, meaning that multiple countries are seeing sustained transmission between people of an outbreak causing disease or death.

On 15 March the Australian Chief Health Officer (CHO) declared a state of emergency in the wake of the COVID-19 pandemic.

On 19 March the Acting CEO convened a meeting of the COVID-19 Incident Management Group (IMG) to implement and manage Council's Business Continuity and Incident Response Plan. The IMG consists of the CEO, DCEO, MOW, MPDS and the Executive Assistant.

All the while the State and Federal Government has been implementing measures to try and slow the spread of the disease. The Shire of Beverley has been complying with these measures with the major strategy being around "social distancing" and limiting non-essential interactions between staff and the general public.

The ramifications of these containment measures have meant an abrupt contraction of economic activity particularly effecting the airline, hospitality and tourism industries across Australia. Fortunately, the Beverley district's economy revolves around agriculture and associated supply businesses. There seems to be little disruption to farming enterprises as a result of the COVID-19 measures.

COMMENT

There is an expectation from the State and Federal Governments that Rates revenue be frozen at 2019/20 levels for the 2020/21 financial year. Council needs to be aware that if land valuations change, individual rates notices may differ from the 2019/20 financial year as the rate in the dollar will have to be adjusted to raise the

same amount of rate revenue. The State Government, through Minister of Lands Hon Ben Wyatt MLA, have advised that new valuations will apply for 2020/21.

This is disappointing considering the "collaborative" message the State Government has been sending to Local Governments.

UV property valuations have increased in total by 4%.

Alternatively, the Rate in the Dollar could be frozen. If valuations go up rates revenue will increase and vice versa.

If a Rates freeze is to be imposed, Council may need to consider freezing wages in response to this measure or alternatively cut discretionary expenditure to maintain a balanced Budget. Currently, any increase to the national minimum wage has been passed on in full to Council employees employed under the Local Government Industry Award 2010.

The State Government has indicated that utility and other state imposed charges will be frozen for 2020/21.

In addition, Council may consider freezing all discretionary fees and charges at 2019/20 levels. It is suggested that all cost recovery based and contract based fees and charges be reviewed and adjusted according to any cost increases or contractual obligations (e.g. refuse collection, standpipe water provision etc).

Further, it is recommended that the Chief Executive Officer be delegated the authority to waive any Shire of Beverley imposed fee or charge during the 2020/21 financial year in response to any hardship identified in the community (individuals and Beverley community organisations).

This report is not intended act as the setting of Rates for 2020/21, the official rate setting will proceed as per normal during the course of the 2020/21 Budget adoption process.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

It is assumed the revenue from on going operations, which attract a fee or a charge, will be impacted in the short term (the next 12 months) due the restriction on use of public assets for public gatherings.

Affected assets include the Community Gym, Town Hall, Function and Recreation Centre, Recreation Grounds and possibly the Swimming Pool.

STRATEGIC IMPLICATIONS

Goal 12 – Council leads the organisation and engages with community in an accountable and professional manner.

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the draft 2020/21 Budget be formulated with the following considerations:

- 1. Rates revenue be maintained at the 2019/20 level;
- 2. Discretionary Fees and Charges set by Council be maintained at the 2019/20 level;
- Cost Recovery and Contract Fees and Charges set by Council be reviewed and adjusted if required;
- 4. The Minimum Wage Increase be applied to the salaries and wages of all employees in full.

and

That the Chief Executive Officer be delegated the authority to waive any Shire of Beverley imposed fee or charge during the 2020/21 financial year in response to any hardship identified in the community (individuals and Beverley community organisations).

11.5 Community Grants - COVID-19

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 31 March 2020

APPLICANT: Beverley Off Road Motor Sports Association

FILE REFERENCE: ADM 0428

AUTHOR: S.P Gollan, Chief Executive Officer

ATTACHMENTS: NII

SUMMARY

Council to consider deferring the Community Grant of \$4,000.00 awarded to Beverley Off Road Motor Association (BORMSA) in the January 2020 grants round.

BACKGROUND

The Community Grants were awarded at the 24 February 2020 Ordinary Council meeting. Clubs have until 5 June 2020 to claim their grant money and 31 August 2020 to complete the project.

COMMENT

Due to the COVID-19 pandemic, BORMSA are unable to complete their new toilet block project. Their club is closed to members to abide by social distancing rules which in turn ceases any income and affects the ability to physically construct the toilets. The Club has asked if Council can defer their grant to 2020/21 without having to reapply and compete against other clubs. BORMSA still very much want to complete the toilet block in the next financial year when business resumes.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

\$4000.00 carry over to the 2020/21 budget

STRATEGIC IMPLICATIONS

Goal 7 – Increase all forms of club participation

Goal 8 – Beverley continues to be an inclusive, friendly and caring community

Goal 9 – We have a safe and healthy community

Goal 12 – Council leads the organisation and engages with community in an accountable and professional manner.

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That Council;

- 1. Agree to deferring the \$4,000.00 BORMSA Community Grant to 2020/21, without the need for them to reapply and compete in the normal grant rounds.
- 2. Carry over the \$4,000.00 to the 2020/21 budget.

11.6 2020/21 Capital Program

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 21 April 2020

APPLICANT: N/A FILE REFERENCE: N/A

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer

ATTACHMENTS: Draft 2020/21 Capital Program (Under separate cover)

SUMMARY

Council to consider including the draft 2020/21 Capital Program in the draft 2020/21 Budget.

BACKGROUND

Through Road Inspections, Committee Meetings and Workshops, Council has provided Staff with direction for the 2020/21 Capital Program throughout the 2019/20 Financial Year.

Further, the proposed 2020/21 Capital program has been informed by the 2020/21-2029/30 Long Term Financial Plan which was adopted in November 2019.

COMMENT

The draft 2020/21 Capital Program (attached) outlines Councils Capital works plan for the next financial year.

Costs included for each Capital job have not been confirmed.

A summary of revised net capital expenditure for 2020/21 is as follows:

Description	Estimated Expenditure	Estimated Funding	Net Cost
Roads	\$4,553,864	(\$3,983,578)	\$570,286
Bridges	\$0	\$0	\$0
Footpaths	\$105,835	\$0	\$105,835
Drainage	\$0	\$0	\$0
Land & Buildings	\$3,343,000	(\$2,943,382)	\$399,618
Plant & Equipment	\$710,000	(\$510,000)	\$200,000
Furniture & Equipment	\$15,000	\$0	\$15,000
TOTAL	\$8,727,699	(\$7,436,960)	\$1,290,739

Total capital expenditure for 2020/21 is proposed to be \$8,727,699 with linked Grant, Loan and Reserve funding contributions towards projects being \$7,436,960. It is anticipated that Loan funding will be required to deliver the Main Street and Swimming pool Stage 1 redevelopment projects. Total Loans to be raised in 2020/21 are anticipated to be \$1,700,000.

Note the debt servicing costs of a loan of \$1,000,000 over 20 years is approximately \$70,000 per annum which is equivalent to a once off 2.5% Rate increase. Once this

Rate increase has been implemented, the debt can be serviced for the life of the loan. This requiredrate increase can be spread over several years if required.

Note items at cost of less than \$5,000 are not capitalised. Provisions for IT equipment replacement (\$10,000) and medical equipment replacement (\$10,000) are included in Council's operating allocations.

Staff request Council to confirm the 2020/21 Program, following which firm quotes will be sought for each project (where possible).

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

2020/21 Budget

STRATEGIC IMPLICATIONS

Capital expenditure in line with goals set out in the Strategic Community Plan.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the draft 2020/21 Capital Program be included in the draft 2020/21 Budget.

12. ADMINISTRATION

12.1 COVID-19 Hardship Policy – Policy Manual

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 8 April 2020

APPLICANT: N/A

FILE REFERENCE: ADM 0468

AUTHOR: S.P. Gollan, Chief Executive Officer

ATTACHMENTS: Hardship Policies – Template and Shire of Beverley

SUMMARY

Council to consider implementing a COVID-19 Hardship Policy in response to the COVID-19 health crisis as requested by WALGA and the Minister for Local Government, Hon. David Templeman MLA.

BACKGROUND

Cases of COVID-19 first emerged in December 2019, when a mysterious illness was reported in Wuhan, China. The cause of the disease was soon confirmed as a new kind of coronavirus, and the infection has spread around the world.

On 11 March 2020, the World Health Organistion (WHO) announced that the outbreak should be considered a pandemic, meaning that multiple countries are seeing sustained transmission between people of an outbreak causing disease or death.

On 15 March the Australian Chief Health Officer (CHO) declared a state of emergency in the wake of the COVID-19 pandemic.

On 19 March the Acting CEO convened a meeting of the COVID-19 Incident Management Group (IMG) to implement and manage Council's Business Continuity and Incident Response Plan. The IMG consists of the CEO, DCEO, MOW, MPDS and the Executive Assistant.

At the 24 March Ordinary Council meeting, Council adopted a COVID-19 response strategy which resolved:

That:

- 1. a special allowance for paid COVID-19 Leave for a maximum period of 20 working days (Monday-Friday) for all employees, be made available in the event mandatory isolation is imposed by the State or Federal Government.
- 2. \$20,000 maximum be utilised from the Community Cropping Reserve to subsidise the delivery of essential supplies to those most vulnerable in the community, in support of the Community Resource Centre initiative, in the event of mandatory isolation being imposed by the State or Federal Government.
- 3. access to all Council owned facilities by the public be prohibited until further notice, with the exception of the Shire Administration building, the Cornerstone

Building and public toilets, effective 25 March 2020, to be reviewed at the April 2020 Ordinary Council Meeting.

- 4. lease charges applicable to commercial tenancies be suspended in the event those businesses cannot continue under imposed shut down provisions and reinstated when business operation returns to normal.
- 5. fees and charges for the use of Council facilities applicable to Community groups be suspended and reviewed when the Community groups begin operating as normal.
- 6. discussions regarding Community Resource Centre charges be held with the Community Resource Centre Committee to determine an equitable outcome for both parties.

On 31 March 2020 the Minister for Local Government wrote to all Councils requesting they consider adopting WALGA's Hardship Policy.

COMMENT

A copy of the Hardship Policy is provided in the attachments to this report. The Policy outlines specific criteria around the evidence that may be required to prove financial hardship such as (but not limited to):

- Recent unemployment or under-employment;
- Sickness or recovery from sickness;
- Low income or loss of income; and
- Unanticipated circumstances such as caring for and supporting extended family.

The policy also encourages local governments to reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

Management have been guided by this template, making slight amendments to develop its own policy, which is attached. It is also recommended that to effectively implement any measures in a timely manner around the Hardship Policy, that a delegation to the CEO be endorsed.

STATUTORY ENVIRONMENT

Legislation is constantly changing in response to the COVID-19 epidemic.

It is intended to comply with all requirements as they are introduced.

FINANCIAL IMPLICATIONS

STRATEGIC IMPLICATIONS

Goal 12 – Council leads the organisation and engages with community in an accountable and professional manner.

POLICY IMPLICATIONS

New Policy

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That in light of the COVID-19 pandemic, Council adopt the COVID-19 Financial Hardship Policy AF013 and delegate the Chief Executive Officer authorisation to:

- consider offering, upon request, a waiving of interest on outstanding rates between 23 March and 31 July 2020, where rates payment will be delayed for those businesses directly affected by Commonwealth and State Government's COVID-19 control measures;
- 2. consider offering, upon request, a waiving of interest on outstanding rates between 23 March and 31 July 2020 for those individuals that can demonstrate hardship due to the COVID-19 pandemic;

And

The COVID-19 Financial Hardship Policy AF013 be reviewed as part of the annual Policy Manual review in September 2020.

Template COVID-19 Financial Hardship Policy



WALGA Note: WALGA provides this template policy as a quide for Local Governments.

This template policy provides suggested wording only and Local Governments should review this policy content and consider, develop and implement policy

suitable to their operational requirements.

Remember: Policy implementation is given effect through appropriate induction, ongoing

training and operational procedures that evidence Council Members and Employees have been made aware of and are accountable for their obligations

and responsibilities.

Policy Objective

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the <<Shire/ Town / City of XXX>> recognises that these challenges will result in financial hardship for our ratepayers.

This Policy is intended to ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at this difficult time.

Policy Scope

This policy applies to:

- 1. Outstanding rates and service charges as at the date of adoption of this policy; and
- 2. Rates and service charges levied for the 2020/21 financial year.

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so. For this reason the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* will apply.

Policy Statement

1 Payment difficulties, hardship and vulnerability1

Payment difficulties, or short term financial hardship, occur where a change in a person's circumstances result in an inability to pay a rates or service charge debt.

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants. The <<Shire/ Town / City of XXX>> recognises the likelihood that COVID19 will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

¹ Adapted from the Ombudsman Western Australia publication, Local government collection of overdue rates for people in situations of vulnerability: Good Practice Guidance: http://www.ombudsman.wa.gov.au/

Template - COVID-19 Financial Hardship Policy



2 Anticipated Financial Hardship due to COVID19

We recognise that many ratepayers are already experiencing financial hardship due to COVID-19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

We will write to ratepayers at the time their account falls into arrears, to advise them of the terms of this policy and encourage eligible ratepayers to apply for hardship consideration. Where possible and appropriate, we will also provide contact information for a recognised financial counsellor and/or other relevant support services.

3 Financial Hardship Criteria

While evidence of hardship will be required, we recognise that not all circumstances are alike. We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment
- · Sickness or recovery from sickness
- · Low income or loss of income
- Unanticipated circumstances such as caring for and supporting extended family

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

4 Payment Arrangements

Payment arrangements facilitated in accordance with Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable;
- The ratepayer will be responsible for informing the <<Shire/ Town / City of XXX>> of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

5 Interest Charges

A ratepayer that meets the Financial Hardship Criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case by case basis.

Template - COVID-19 Financial Hardship Policy



6 Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid;
- becomes payable in full upon the passing of the pensioner or if the property is sold or
 if the pensioner ceases to reside in the property;
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges.

7 Debt recovery

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3rd due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding on 1 July 2021, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the 2021/2022 financial year.

Rates and service charge debts that remain outstanding at the end of the 2021/22 financial year, will then be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995*.

8 Review

We will establish a mechanism for review of decisions made under this policy, and advise the applicant of their right to seek review and the procedure to be followed.

9 Communication and Confidentiality

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors, and may have complex needs. We will provide additional time to respond to communication and will communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

Documen	nt Control Box		
Document	Responsibilities:		
Owner:	[insert Position Title]	Owner Business Unit:	[insert Unit Title]
Reviewer:	[insert Position Title]	Decision Maker:	Council
Compliand	e Requirements:		,

1.13 COVID-19 Financial Hardship Policy

Policy Type:	Accounting and Finance		Policy No:	AF013
Date Adopted:			Date Last Reviewed:	
		-		
Legal (Pare	ent):		Legal (Subsidiary):	
1.			1.	

ADOPTED POLICY								
Title:	COVID-19 FINANCIAL HARDSHIP POLICY							
Objective:	To ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect during and after the COVID-19 pandemic.							

Objective

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the Shire of Beverley recognises that these challenges will result in financial hardship for some of our ratepayers during the period 23 March – 31 July 2020.

This Policy is intended to ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at this difficult time

Scope

This policy applies to:

1. Rates and service charges levied for the 2020/21 financial year.

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so. For this reason the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* will apply.

Statement

Payment difficulties, hardship and vulnerability***

Payment difficulties, or short term financial hardship, occur where a change in a person's circumstances result in an inability to pay a rates or service charge debt.

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants.

The Shire of Beverley recognises the likelihood that COVID19 will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to

apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

Anticipated Financial Hardship due to COVID19

We recognise that many ratepayers are already experiencing financial hardship due to COVID-19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

We will write to ratepayers at the time their account falls into arrears, to advise them of the terms of this policy and encourage eligible ratepayers to apply for hardship consideration. Where possible and appropriate, we will also provide contact information for a recognised financial counsellor and/or other relevant support services.

Financial Hardship Criteria

While evidence of hardship will be required, we recognise that not all circumstances are alike. We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations during 23 March and 31 July 2020:

- Recent unemployment or under-employment
- Sickness or recovery from sickness
- Low income or loss of income
- Unanticipated circumstances such as caring for and supporting extended family

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

The Chief Executive Officer will have delegated authority (and in consultation with the Rates Officer) to determine whether a hardship case exists or not based on the supporting documents and evidence provided by the applicant.

Supporting documents include:

2 months of payslips showing decrease in hours/pay due to COVID-19; Letter from previous employer stating employment termination due to COVID-19; Statutory Declaration from a person who is being cared for as a result of COVID-19; Medical Certificate noting inability to work/reduction in work ability due to COVID-19 or risk of COVID-19.

Payment Arrangements

Payment arrangements facilitated in accordance with Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable;
- The ratepayer will be responsible for informing the Shire of Beverley of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

Interest Charges

A ratepayer that meets the Financial Hardship Criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case by case basis.

Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid;
- becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges.

Debt recovery

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3rd due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding on 1 July 2021, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the 2021/2022 financial year.

Rates and service charge debts that remain outstanding at the end of the 2021/22 financial year, will then be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995*.

Review

We will establish a mechanism for review of decisions made under this policy, and advise the applicant of their right to seek review and the procedure to be followed.

Communication and Confidentiality

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors, and may have complex needs. We will provide additional time to respond to communication and will communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

Summary

In summary Council delegate the Chief Executive Officer authorisation to:

- consider offering, upon request, a waiving of interest on outstanding rates between 23 March and 31 July 2020, where rates payment will be delayed for those businesses directly affected by Commonwealth and State Government's COVID-19 control measures;
- consider offering, upon request, a waiving of interest on outstanding rates between 23 March and 31 July 2020 for those individuals that can demonstrate hardship due to the COVID-19 pandemic;

^{***} Adapted from the Ombudsman Western Australia publication, Local government collection of overdue rates for people in situations of vulnerability: Good Practice Guidance: http://www.ombudsman.wa.gov.au/

12.2 Adverse Events Plan

SUBMISSION TO: Ordinary Council Meeting 28 April 2020

REPORT DATE: 21 April 2020 APPLICANT: Shire of Beverley

FILE REFERENCE: ADM 0078

AUTHOR: S.P. Gollan, Chief Executive Officer

ATTACHMENTS: Adverse Events Plan (under separate cover)

SUMMARY

Council to consider adopting the attached Adverse Events Plan as a working document.

BACKGROUND

As part of the Drought Communities Programme Extension to receive \$1 million, the Shire is required to have an Adverse Events Plan.

COMMENT

The Shire engaged Caroline Robinson from Wheatbelt Business Network to develop a plan for the Shire.

The plan identifies a range of potential risks and the level of impact or consequence they may have on the Community.

The Local Emergency Management Arrangements, Business Continuity Plan, Strategic Community Plan and IT Disaster Recovery Plan were all consulted upon to guide the plan.

Council are welcome to suggest any amendments as part of the adoption at the April Council Meeting.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

Goal 9 – We have a healthy and safe community.

Goal 12 – Council leads the organisation and engages with community in an accountable and professional manner.

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council adopt the Adverse Events Plan and review annually as a working document.

12.3 Beverley Community Garden Licence Agreement

SUBMISSION TO: Ordinary Council Meeting

REPORT DATE: 21 April 2020

APPLICANT: Beverley Community Resource Centre

FILE REFERENCE: ADM 0552

AUTHOR: S.K. Marshall, Deputy Chief Executive Officer

ATTACHMENTS: Community Garden Licence Agreement (under separate

cover)

SUMMARY

Council to consider entering into a licence agreement with the Beverley Community Resource Centre to allow access to Lots 52 and 54 Forrest Street and Lots 51 and 53 Bartram Street for the purpose of establishing a community garden.

BACKGROUND

The Community Garden Group approached the Chief Executive Officer in late 2019 to discuss possible sites for a community garden to be established.

Initially the Group decided to progress with a site at the Beverley District High School, however after some issues were raised regarding access to funding and utility costs the School site was abandoned.

In early March 2020 the Community Garden Group approached the Shire again to explore the option of utilising the drainage block at Lots 52 and 54 Forrest Street and Lots 51 and 53 Bartram Street (adjacent to the RSL Hall) to establish their garden.

COMMENT

For legal reasons, as the Community Garden Group is not incorporated, any land usage agreement will need to be made with the Beverley Community Resource Centre who is the umbrella organisation coordinating the Garden Group.

Attached is a proposed Licence agreement for the use of Lots 52 and 54 Forrest Street and Lots 51 and 53 Bartram Street for a community garden.

It is expected that the maintenance of the site and any operating costs of the garden will be covered by the group in exchange for a peppercorn licence charge.

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

Potential utility headworks costs to be paid by Council, however there is an understanding that it is the Groups intention to utilise rainwater captured from the RSL Hall.

STRATEGIC IMPLICATIONS

Goal 8 – Beverley continues to be an inclusive, friendly and caring community Goal 9 – We have a safe and healthy community

Goal 12 – Council leads the organisation and engages with community in an accountable and professional manner.

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That a licence agreement for access to and use of Lots 52 and 54 Forrest Street and Lots 51 and 53 Bartram Street be entered into with the Beverley Community Resource Centre to establish a Community Garden.

13. NEW BUSINESS ARISING BY ORDER OF THE MEETING

New Business of an urgent matter only arising by order of the meeting.

14. CLOSURE

The Chairman to declare the meeting closed.

eg. **20 = 2020/2021**

			1			
11.50 1.87 11.81 12.61 1.98 8.70 6.00 0.00 0.60 33.15 8.18	11.50 13.55 3.00 2.40 8.70 6.00 0.50 7.76 1.8 2.15 1.22 6.60 13.50 3.3.18 33.18 33.18 6.02 11.50 13.55 3.74 11.81 13.55 3.60 7.95 5.60 7.95 13.50 11.70 8.02 11.70 11.70 8.02 11.70 11.7	ROAD NAME 2.50 BEVERLEY EAST RD (Morbinning) 0.94 EDISON MILL RD 1.02 BREMNER RD 2.40 YENYENING LAKES ROAD 2.00 TOP BEVERLEY YORK RD 2.02 TOP BEVERLEY YORK RD 2.02 TOP BEVERLEY YORK RD 1.8 DALE BIN NORTH RD 1.8 DALE BIN NORTH RD 1.22 HILLS RD 1.94 WEST DALE RD 3.53 WEST DALE RD 4.18 WEST DALE RD 2.10 MAWSON RD 2.50 BEVERLEY EAST RD (Morbinning) 1.87 WATERHATCH RD 0.00 YORK-WILLIAMS RD 0.94 EDISON MILL RD 1.02 BREMNER RD 3.00 YENYENING LAKES ROAD 2.07 DP BEVERLEY YORK RD 3.00 YORK-WILLIAMS RD 4.18 WEST DALE RD 5.12 BALKULING RD 5.12 BALKULING RD 5.12 BALKULING RD 5.15 BALLY-BALLY RD 6.16 BALLY-BALLY RD 6.17 BALKULING RD 6.18 BALY-BALLY RD 6.19 BALY-BALLY RD 6.19 MAWSON RD 2.50 BEVERLEY EAST RD (Morbinning) 2.50 BEVERLEY EAST RD (Morbinning)	20	Reconstruct shoulders to 7 metresTo Bally Bally Rd c/over seal from Dobaderry Rd to Dale bin North Rd Preconstruct and seal to 7m 1km over bridge 3205 Final seal gravel sheet Final seal widen and seal to 7m gravel sheet from Greenhills South to Glencoe Rd Gravel sheet from Greenhills South to Glencoe Rd Gravel sheet Gravel sheet Gravel sheet Gravel sheet Seal last years primer seal Widen to 7m & cement stab Final seal Widen seal to 7m Reconstruct shoulders to 9 metres widen seal to 7m Widen bridge \$1,300,000 ? And road approaches if funding is a final seal Final seal Final seal from Dobaderry Rd to Dale bin North Rd Final seal gravel sheet Final seal seal 500 metres Gravel Sheet Gravel	2020/2021 available 2021/2022	137,500 60,000 158,950 200,000 28,200 30,600 120,000 60,600 10,000 75,000 108,750 128,000 323,100 306,750 1,747,450
	13.50	2.00 BEVERLEY EAST RD (Morbinning)				
13.63 1.87 4.14 11.70 0.00 2.28 3.60 0.00 33.15 8.18	3.74 6.00 14.70 0.50 6.2 7.60 0.50 36.74 12.27 16.68 0.48	2.00 BEVERLEY EAST RD (Morbinning) BEVERLEY EAST RD (Morbinning) 1.87 WATERHATCH RD 1.86 WATERHATCH RD 3.00 YENYENING LAKES ROAD 0.50 BALLY-BALLY RD 3.92 DALE KOKEBY RD 4.00 POTTS RD 0.50 BERINGER RD 3.59 WEST DALE RD 4.09 MAWSON RD 4.28 MAWSON RD 0.48 CANNON HILL ROAD 0.95 LITTLE HILL ROAD	22 22 22 22 22 22 22 22 22 22 22 22 22	Reconstruct shoulders to 9 metres replace wooden culvert Final seal widen and seal to 7m gravel sheet Final seal Gravel Sheet gravel sheet seal 50 metres Final seal Widen to 7m & cement stab seal , kerb steep section seal , kerb steep section		60,000 20,000 56,100 158,100 120,000 15,000 98,000 100,000 107,700 122,700 321,000 101,400 127,250
11 50	12.50	2.00 BEVERLEY EAST RD (Morbinning)	23	final seal	2022/2023	1,602,250 60,000
13.50	15.50 17.50 6.00 9.00 3.65 3.80 4 0.5 1.89 16.68 20.76 20.35 0.48	2.00 BEVERLEY EAST RD (Morbinning) 2.00 BEVERLEY EAST RD (Morbinning) 1.86 WATERHATCH RD 2.20 WATERHATCH RD 0.60 TALBOT WEST RD 3.80 KOKEBY EAST RD 4 BALLY-BALLY RD 0.5 CLULOWS RD 1.89 THOMAS RD 4.28 MAWSON RD 4.08 MAWSON RD 0.00 MAWSON RD 0.48 CANNON HILL ROAD 0.95 LITTLE HILL ROAD	23 23 23 23 23 23 23 23 23 23 23 23 23 2	Reconstruct and seal to 7 metres Reconstruct shoulders to 9 metres Final seal widen seal to 7m 3 Replace bridge bridge 3210 (funding \$1,656,404, Road 150k) widen and seal to 7m Gravel Sheet Seal 500 mts exposed rocks Final seal 3 Widen to 7m & cement stab 3 replace culvert and widen road over floodway final seal final seal	2023/2024	110,000 60,000 55,800 187,000 266,000 87,500 10,000 47,250 128,400 306,000 20,000 14,400 28,500
		2.00 BEVERLEY EAST RD (Morbinning)	24	final seal		60,000
17.50 6.80 9.40 0.00 3.16 6.49 14.98 0.00 0.00 6.40 16.68	19.65 9.00 11.81 3.80 4.33 7.86 16.30 0.50 4.65 7.40 20.76	2.00 BEVERLEY EAST RD (Morbinning) 2.15 BEVERLEY EAST RD (Morbinning) 2.20 WATERHATCH RD 2.41 WATERHATCH RD 3.80 KOKEBY EAST RD 1.17 EDISON MILL RD 1.37 EDISON MILL RD 1.32 EDISON MILL RD 0.50 CLULOWS RD 4.65 EWERTS RD 1.00 MAITLAND ROAD 4.08 MAWSON RD 3.41 MAWSON RD	24 24 24 24 24 24 24 24 24 24 24 24 24 2	Reconstruct and seal to 7 metres Reconstruct shoulders to 9 metres final seal widen seal to 7m final seal east of bill clelands gate westdale hill area East of Scotts Bally Bally Hall to Fisher Rd Final seal 4 Widen to 7m & cement stab	2024/2025	110,000 64,500 66,000 204,850 114,000 29,250 34,250 33,000 15,000 116,250 25,000 122,400 22,400 1250,250
		2.00 BEVERLEY EAST RD (Morbinning)	25	final seal		60,000
19.33 9.40 12.83 2.85 0.00	21.80 11.81 14.29 3.76 1.66	2.15 BEVERLEY EAST RD (Morbinning) 2.15 BEVERLEY EAST RD (Morbinning) BEVERLEY EAST RD (Morbinning) 2.41 WATERHATCH RD 1.46 WATERHATCH RD 0.91 BARRINGTON RD 1.66 NORTHBOURNE RD 3.41 MAWSON RD RRG Funding	25 25 25 25 25 25 25 25 25 25 25 25 25	Reconstruct and seal to 7 metres Reconstruct shoulders to 9 metres replace wooden culvert final seal widen seal to 7m gravel remaining section Wyalgima Rd to Piccadilly Rd Final seal to be allocated	2025/2026	118,250 64,500 20,000 72,300 124,100 22,750 41,500 102,300 400,000 1,025,700
19.65 23.72	21.80 25.43	2.15 BEVERLEY EAST RD (Morbinning) 2.15 BEVERLEY EAST RD (Morbinning) 1.71 BEVERLEY EAST RD (Morbinning) 1.46 WATERHATCH RD RRG Funding	26 26 26 26	final seal Reconstruct and seal to 7 metres Reconstruct to 9 metres final seal to be allocated	2026/2027	64,500 118,250 51,300 43,800 500,000 777,850
	25.43 27.13	2.15 BEVERLEY EAST RD (Morbinning) 1.71 BEVERLEY EAST RD (Morbinning) 1.70 BEVERLEY EAST RD (Morbinning) 0.50 JACOBS WELL RD RRG Funding	27 27 27 27 27 27	final seal Reconstruct and seal to 7 metres Reconstruct to 9 metres to be allocated		64,500 94,050 51,000 10,000 500,000
		randing	_		2027/2028	719,550
23.72 25.43 2.40	27.13	1.71 BEVERLEY EAST RD (Morbinning) 1.70 BEVERLEY EAST RD (Morbinning) 0.50 JACOBS WELL RD RRG Funding	28 28	Final seal new sections Reconstruct and seal to 7 metres to be allocated	2028/2029	51,300 93,500 15,000 500,000 659,800
25.43	27.13	1.70 BEVERLEY EAST RD (Morbinning) RRG Funding	29	Final seal new sections to be allocated	2029/2030	51,000 500,000 551,000

SHIRE OF BEVERLEY CAPITAL PROGRAM 2020/21

Progran	Job	Project	SLK (if A	pplicable)	SLK Total	Labour	PWOH	POC	M&C	CAPEX	Funding	Funding Funding	Funding	COUNCIL	%	New (N), Renewa
	Account		From	То						TOTAL	Account	Source Detail	\$	COST		(R) or Upgrade (L
ROAD IN	IFRASTR	UCTURE														
		Regional Road Group														
12 F	RRG2101	Westdale Road - Reconstruct, Widen & Seal (SLK 29.65 - 33.18)	29.65	33.18	3.53	24,134	20,514	53,068	172,644	270,360	120251	Capital Grant - MRWA - RRG	(344,370)	172,185	33%	U
12 F	RRG2102	Westdale Road - 2nd Seal (SLK 4.66- 6.60)	4.66	6.60	1.94	0	0	0	58,109	58,109				,		R
12 F	RRG2103	Westdale Road - 2nd Seal (SLK 29.00 - 33.18)	29.00	33.18	4.18	0	0	0	125,191	125,191						R
		Mawson Road - 2nd Seal (SLK: 3.92 - 6.02)	3.92	6.02		0	0	0	62,895	62,895						R
		, , ,														
		Roads To Recovery														
12 F	RTR2101	Yenyening Lakes Road - 2nd seal (SLK: 0.00-2.40)	0.00	2.40	2.40	447	380	433	67,773	69,033	120253	Capital Grant - Roads To Recovery	(303,652)	25,217	8%	R
12 F	RTR2102	Top Beverley Road - 2nd Seal (SLK: 3.65 - 5.80)	3.65	5.80	2.15	447	380	433	70,382	71,642				·		R
12 F	RTR2103	Top Beverley Road - Widen and seal (SLK 5.80 - 8.02)	5.80	8.02	2.22	15,331	13,032	33,270	117,576	179,209						R
12 F	RTR2104	George Street - 2nd seal	0.00	0.00	0.00	0	0	0	8,985	8,985						R
		Black Spot Project														
12		Nil			0.00	0	0	0	0	0	120252	Capital Grant - MRWA - Black Spot	0	0	0%	R
		Disaster Recovery														
12		Nil			0.00	0	0	0	0	0	120257	Capital Grant - MRWA - WANDRRA	0	0	0%	R
												Reserves Road Reserve	0			
		Special Project														
	SIP2101	Mainstreet Redevelopment - Road inc Kerbing, Parking and Street Trees			0.00	0	0	0	3,000,000	3,000,000		Capital Grant Building Better Regions	(1,500,000)	0		R
	SIP2102	Mainstreet Redevelopment - Footpath inc Underground Power and Furniture										Loan New Loan	(1,000,000)			
	SIP2103	Mainstreet Redevelopment - Drainage										Reserves Mainstreet Redevelopment Reserve	(306,000)			
		Mainstreet Redevelopment - Street Lighting										Reserves Road Reserve	(194,000)			
													ì			
		Municipal Funded														
12	MUN2002	Morbinning Road - Prepare for Seal (SLK: 9.21-11.52) carry over	0.00	0.00	0.00	22,384	19,026	40,270	48,890	130,570	120250	Capital Grant - MRWA - Direct Grant	(115,556)	372,884	53%	R
12	MUN1906	Bethany Road - Construct & Seal (SLK: 0.00-0.96) carry over	0.00	0.20	0.20	5,189	4,411	11,302	28,191	49,093	120254	Capital Grant LGGC Grant - Roads	(220,000)			U
12	MUN2101	Edison Mill Road - Construct & Seal (SLK 12.61-13.55)	0.00	0.96	0.96	8,287	7,044	19,303	62,538	97,172						U
12	MUN2102	Bremner Road - Reconstruct, Widen and Seal (SLK 1.98-3.00)	3.65	6.00	2.35	6,762	5,748	16,406	65,467	94,383						U
12	MUN2103	Yenyening Lakes Road - Gravel Sheet (SLK 6.40 - 8.88)	9.21	11.52	2.31	12,440	10,574	30,714	27,394	81,122						R
12	MUN2104	Bally Bally Road - Prepare for Seal (SLK0.00 - 0.50)	0.00	2.14	2.14	2,039	1,733	5,397	1,733	10,902						R
12	MUN2105	Barrington Road - Gravel Sheet (SLK 3.76 -7.76)	2.40	6.40	4.00	19,297	16,402	48,893	38,907	123,499						R
12	MUN2106	Dale Bin North Road - Gravel Sheet (SLK 0.00 - 1.80)	0.00	4.40	4.40	9,190	7,812	23,626	16,237	56,865						R
12	MUN2107	Smith Road - Gravel Sheet (SLK 0.00 - 2.15)	0.00	0.30	0.30	7,355	6,252	18,507	11,386	43,500						R
12	MUN2108	Hill Road - Gravel Sheet (SLK 0.00 - 1.22)				4,023	3,420	10,268	3,623	21,334						R
		TOTAL - ROADS				137,325	116,728	311,890	3,987,921	4,553,864			(3.983.578)	570,286		
BRIDGE	INFRAST	RUCTURE				,020		0.1.,000	0,001,021	1,000,00			(0,000,010)	0.0,200		
12		Nil				0	0	0	0	0	120255	Capital Grant LGGC Grant - Special Bridge	0	0	0%	R
		-				•	0	0	0		120200	Taphan Tana 2000 Grant Openia Emage	0	0		
FOOTRA	TUINES	TOTAL - BRIDGES				0	0	0	0	0			0	0		
		ASTRUCTURE Footpath Renewal - 2020/21 - Fifth Year				2.454	0.004	0	100.000	40E 00E				105.835	1000/	В
12	FC2101	Footpath Kenewal - 2020/21 - Fifth Year				3,154	2,681	0	,	105,835				,	100%	R
		TOTAL - FOOTPATHS				3,154	2,681	0	100,000	105,835			0	105,835		
DRAINA	GE INFR	ASTRUCTURE														
12		Nil				0	0	0	0	0				0	0%	R
		TOTAL - DRAINAGE				0	0	0	0	0			0	0		
		TOTAL DIVINION				U	U	U	<u> </u>	U		1	ı U	U		

SHIRE OF BEVERLEY CAPITAL PROGRAM 2020/21

rogranJo	b	Project	SLK (if A	pplicable)	SLK Total	Labour	PWOH	POC	M&C	CAPEX	Funding	Funding	Funding	Funding	COUNCIL	%	New (N), Ren
Ad	count		From	То	1					TOTAL	Account	Source	Detail	\$	COST		(R) or Upgrad
ND & B	UILDING	GS															
		LAND															
L2	101	Land Purchase							150,000	150,000					150,000	100%	N
		NON SPECIALISED BUILDINGS							100,000	,					100,000		
LE	N2101	Hunt Road Village - Unit Refurbishment							20,000	20,000		Reserves	Senior's Housing Reserve	(20.000)	0	0%	R
		59 Smiths Street - Solar Power & Battery							16,500	16,500				(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	16,500	100%	U
		6 Barnsley Street - Solar Power & Battery							16,500	16,500					16,500	100%	Ü
LE	N2104	6 Barnsley Street - Bathroom Refurbishment							10,000	10,000					10,000	100%	R
LE	N2105	Administration Office - Back Up Generator 30kVa							50,000	50,000					50,000	100%	U
		SPECIALISED BUILDINGS							,	,							
LE	S2001	Vincent Street - Youth Activity Area							875,000	875,000		Capital Grant	Lotterywest Grant	(426,000)	1,618	0%	N
		,										Capital Grant	Drought Communities Program Extension	(420,000)	•		
												Capital Grant	Stronger Communities Fund	(16,000)			
												Other	Community Contribution	(11,382)			
LE	S2101	Swimming Pool Redevelopment - Stage 1							1,000,000	1,000,000		Capital Grant	DSR CSRFF	(300,000)	0	0%	R
		· · · · · · · · · · · · · · · · · · ·										Loan	New Loan	(700,000)			
LE	S2102	Caravan Park-Onsite Accommodation Units							750,000	750,000		Capital Grant	Drought Communities Program Extension	(580,000)	0	0%	N
												Reserves	Building Reserve	(120,000)			
												Reserves	Infrastructure Reserve	(50,000)			
LE	S2103	Old School Building - Civic Centre Conversion							300,000	300,000		Capital Grant	Grant Funds	(150,000)	0	0%	U
												Reserves	Building Reserve	(150,000)			
LE	S2104	Old Court House Roof Replacement							70,000	70,000					70,000	100%	R
LE	S2105	Recreation Ground - Play Area Extension							40,000	40,000					40,000	100%	U
LE	S2106	Lesser Hall - Court Yard Area Development							25,000	25,000					25,000	100%	U
LE	S2107	Platform Theatre - Green Room External & Internal Paint							20,000	20,000					20,000	100%	R
		TOTAL - LAND & BUILDINGS				0	0	0	3,343,000	3,343,000				(2,943,382)	399,618		
ANT & I	EQUIPM																
VF		CEO Vehicle BE1							51,000	51,000		Other	Trade In BE1	(41,000)	10,000	20%	R
		DCEO Vehicle BEV0							39,000	39,000		Other	Trade In BEV0	(24,000)	15,000	38%	R
		Mechanics Ute BE024							39,000	39,000		Other	Trade In BE024	(20,000)	19,000	49%	R
		Building Maintenance Ute BE022							36,000	36,000		Other	Trade In BE022	(20,000)	16,000	0%	F
		Semi Truck & Flat Deck Trailer BE013							200,000	200,000		Other	Trade In BE013	(60,000)	140,000	70%	R
VF	P2106	Grader BE001							345,000	345,000		Other	Trade In BE001	(100,000)	0	0%	R
												Reserves	Plant Replacement Reserve	(245,000)			
		TOTAL - PLANT & EQUIPMENT				0	0	0	710,000	710,000				(510,000)	200,000		
		RE & EQUIPMENT															
Ol	2107	Town Hall - AV System Upgrade							15,000	15,000					15,000	100%	R
		TOTAL - FURNITURE & EQUIPMENT				0	0	0	15,000	15,000				0	15,000		
		TOTAL CAPITAL EXPENSE				140,479	119,409	311,890	8,155,921	8,727,699				(7,436,960)	1,290,739	15%	

Shire of Beverley

Adverse Events Plan

PHONE

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EMAIL

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SHIRE ADDRESS

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POSTAL ADDRESS

PO Box 20, Beverley WA 6304

WEBSITE

www.beverley.wa.gov.au



Version: 3 (April 2020)

Author: Shire of Beverley

Adopted:

1. Purpose and Objectives

The purpose of the Shire of Beverley Adverse Events Plan is to provide detailed guidance to the Shire of Beverley Council, Staff and Community to consider, prepare for and guide responses to events that directly and indirectly affect the Shire of Beverley. This plan is considerate of the Shire's LEMC plan and Incident Management and Business Continuity Response Plan.

This is not a risk management plan, nor an emergency or incident plan.

Each level of government has responsibility, commensurate with their capacity and local legislation and within its own jurisdiction, for responses to adverse events. The Shire of Beverley recognises this and identifies what is within its control and legislated duties.

The Shire of Beverley has developed this plan because:

- 1. Natural hazards are more frequent and intense;
- 2. Essential services are interconnected and interdependent;
- 3. People and Assets are more exposed and vulnerable;
- 4. Disaster impacts are long term and complex;
- 5. The costs of adverse events are growing; and
- 6. Momentum to address financial impacts of climate change is building.

There is no universal definition of 'adverse event' because this term depends on the concept of harm, how it is perceived and whose interpretation it is.

For the purposes of this plan, we define an adverse event as either an event or incident that has an immediate, short term, long term or ongoing negative impact on the communities within the Shire of Beverley.

The objectives of the plan are to:

- Consider risks and adverse plans and appropriate forward planning to mitigate them
- Bring community leaders, key service providers and Shire representatives together to plan together;
- Build capacity and resilience amongst the community and Shire leadership to adapt and cope with stresses and acute shocks caused by adverse events;
- Identify key strategies and actions to be undertaken by Council and other key service organisations to prepare for and manage adverse events that affect the Shire of Beverley; and
- Make the approach by Council towards adverse events consistent in dealing with adverse events.

This plan describes the key strategies and actions at a local level to prevent, prepare for, respond to and recover from adverse events. These events may be events for which the Shire of Beverley has full or partial or no responsibility for but they are still a key player in the response.

2. Local Government Responsibility

Local governments organise, plan, lead and control in adverse events.

Local governments play a fundamental role in adverse events prevention, preparedness, management and recovery. This is because of their strong relationship with their local community networks and knowledge of locally available resources.

Local governments often have a more detailed knowledge of the population dimensions within a local government area (such as people with special needs, vulnerable and at risk people and special interest groups). Where local government powers exist, and state legislation enables, local governments have responsibilities, in partnership with respective state and territory governments, to contribute to the safety and wellbeing of their communities by participating in adverse event management planning and providing capability.

The principal roles and responsibilities of local governments may include (but are not limited to):

- building and promoting resilience to adverse events;
- undertaking cost-effective measures to mitigate the effects of adverse events on local communities and business, including routinely conducting risk assessments and exercising emergency arrangements;
- systematically taking proper account of risk assessments in land use planning to reduce hazard risk;
- representing community interests in adverse event and emergency management to other spheres of government and contributing to decision-making processes before, during and after events and emergencies;
- ensuring all requisite local emergency planning and preparedness measures are undertaken and that plans are exercised on a regular basis;
- ensuring an adequate local response and recovery capability is in place, including resources for local volunteers;
- undertaking public education and awareness to support community preparedness measures;
- assisting appropriate authorities with the provision of risk information and (where necessary) warnings;
- ensuring appropriate local resources and arrangements are in place to provide relief and recovery services to communities;
- continuing to provide services to their municipalities (such as waste collection, pollution control, water provision, wastewater treatment and stormwater drainage) during adverse events;
- participating in post-event assessment, debrief analysis and lessons management.

3. Shire of Beverley Vulnerability

What makes the Community within the Shire of Beverley vulnerable to adverse events?

- People and assets in hazardous areas.
- Standards for building assets and infrastructure no longer adequate for location and likely hazard.
- Regulatory authority and controls that are no longer adequate.
- Risks created and transferred to others.
- Economic benefits prioritised higher than safety.
- Limited capacity to understand and communicate what is at risk.
- High levels of dependency and growing system interconnectedness.
- Just-in-time supply, low levels of storage, hub and spoke distributions.
- Single sources or lines of supply and few alternative sources.

- Dependence on imports to meet demand (e.g. food, fuel).
- High expectations of continuous ongoing supply.
- Low tolerance for loss and disruption.
- Inability to depend on everyday forms of communication.
- Not knowing what to do before an event happens.
- Conflicting messages from different sources.
- Barriers to knowledge across people and sectors.
- Ability of communications infrastructure to withstand disruption or increased loads.
- Ability for people to talk with each other in high-pressure situations in ways which are compassionate, honest, empathetic and that build trust.

Specifically, the Shire of Beverley has:

- A river running through and around the town site.
- Bridge access to the town site.
- A high proportion of elderly people (compared to other communities in WA).
- Reliance on agriculture as a dominant industry.
- Proximity to metropolitan area and rural/urban divide.
- Reliance on volunteers for key emergency services.
- Rail access and main road.
- Extent of privately owned land across the Shire.
- Lifestyle change population.
- Community expectations from Council.
- Mobile phone black spots.

4. Prevention of Adverse Events

The Shire of Beverley acknowledges that to prepare for, manage and recover from adverse events it requires engagement with the community in preparing and planning, close partnerships and collaboration as well as gathering information, research and data to inform decision making.

The Shire of Beverley adheres to the following principles for emergency management:

- Protection and preservation of life.
- Emergency management arrangements will embrace the phases of prevention, preparedness response and recovery.
- Relationships between emergency management stakeholders and communities is collaborative, coordinated and flexible with a shared responsibility.
- Sound risk management principles and processes are adhered to.
- Common communication systems are used across all parties.
- Emergency management systems are integrated across stakeholders.
- Continual improvement in practices and responses.

The Shire of Beverley also considers these principles as important in adverse event management:

- Emphasis on adverse event reduction and preparedness, preferable at the preadverse event stage to reduce overall negative impacts on the community.
- Understanding the context and recognising the complexity.
- Leading contributions when applicable whilst recognising the importance of community led approaches.

- Responsibility for response and recovery initially at a local level. If local organisations and available resources are not sufficient they are then augmented by those at State and Federal level.
- Control of adverse event response and recovery operations is conducted at the lowest effective level.
- Communicating effectively to all levels pre-event (if possible), during and post event/s

This plan covers emergency events that can occur quickly, without warning but have a defined 'start' and 'end' (fire, flood, severe storm) and other adverse events such as drought and significant sudden trade restrictions resulting from an adverse event which are less obvious and defined.

The response of Council will vary in relation to adverse events depending on the

- Seriousness of the event;
- Numbers of people involved;
- Risk exposure;
- Financial impacts;
- Media interest; and
- Need to involve other stakeholders.

Therefore, the response to each adverse event should be proportionate to its scale, scope and complexity.

5. Community Communication

Trusted communications during an adverse event helps with adverse event preparedness and perceptions of risk. Communication is woven into the adverse event management cycle, which occurs at various stages of the event.

The Shire of Beverley aims to adjust communications to the specific needs of the community and event – both pre, during and post event and acknowledges that communication to the community needs to come from trusted sources, delivery methods and delivered by locals. This will help the community better able to evaluate risks and make informed decisions about preparedness and personal safety measures.

The Shire of Beverley will aim to communicate in a meaningful way and respond in different ways as communication is perceived in different ways relevant to the recipient. The Shire of Beverley will also make communication accessible for vulnerable members of the community.

6. Risk Assessment Matrix

To inform the development of this plan, the Shire of Beverley has used the features of the National Emergency Management Framework to assess the severity of the adverse events relevant to its district and community.

INTENSITY	IMPACT	RESPONSE
Catastrophic	A whole of government response is required Normal decision-making may be degraded Resource coordination may be overwhelmed Crisis plans may be activated. Significant relief and recovery arrangements may be required. International assistance may be requested	Impact may be greater than previous experience and modelling More than one state/territory may be impacted Severe disruption to community, economic wellbeing, social networks, infrastructure and environment Impact may be across an extensive area and may continue for a very long time The consequences of the impact may be felt across numerous sectors
Major	Multi-state/territory and multi-agency command, control and coordination arrangements are in place Strategic resource coordination may be required Specific hazard plans may need activation Specialised assistance from other states and territories, from the Australian government, or internationally may be required	Impact across a significant area Significant population or population centres may be impacted Impact over an extended period of time The impact may have consequences beyond the area of the impact
Minor	Response by individual state/territory Jurisdictional plans and arrangements sufficient Jurisdictional recovery plans sufficient	Local and minor impact Short duration

The following table is used to assess the likelihood of the adverse event and its possible consequence on the community within the Shire of Beverley:

		Likelihood								
Consequence	Rare	Unlikely	Possible	Likely	Almost Certain					
Catastrophic	Medium	High	High	High	High					
Major	Medium	Medium	High	High	High					
Moderate	Low	Medium	Medium	High	High					
Minor	Low	Low	Medium	Medium	Medium					
Insignificant	Low	Low	Low	Low	Medium					

The following outlines the anticipated impacts of an adverse event on each of the pillars of the community within the Shire of Beverley:

Economy	Environment	Social	Health
Value of production	Natural environment	Loss of security	Personal injury and
lost	destroyed	Isolation	illness
Impact on future	Animal deaths	Loss of connections	Physical and mental
production	Soil erosion	Increases in	health impacts
Impact on income	Destruction of	vulnerable	Alcohol and drug
Impact on consumer	tangible assets	populations	misuse
expenditure	Multiplier effect	Family violence	Disease spreading
Business decline or	across ecosystems	Relationship	
closure	Air quality	breakdown	
Job losses	Heritage	Loss of capacity	
Multiplier effect e.g.			
tourism, transport			
Destruction of			
tangible assets			
Destruction of			
human capital			

7. Adverse Events

The following events have been identified as having risk of causing loss of life, property, utilities, services and/or the community's ability to function within its normal capacity. These events have been identified as having the potential to create an emergency.

EMERGENCY

Scenario	Details	Pillar	Intensity	Likelihood	Consequence	Impact	Stakeholders Response and Recovery
Wild dogs, cane toads etc	Potential or actual spread of an invasive species	Environment Economy	Minor	Almost Certain	Moderate	High	Biosecurity Group DPIRD Biosecurity Council of WA Industry bodies
Hard services / infras Soft society measure	nitigate risk within LG responsib tructure – Fencing, nature reser s – Education, community camp s - Pest and invasive species cor	ve protection, R aigns e.g. fox sl	hooting	, regional biose	ecurity group men	nbership	
River pollutant	Chemical spill or major pollutant in the river	Environment Social Health	Minor	Likely	Moderate	High	Parks and Wildlife DPIRD Water Corporation
Hard services / infras	nitigate risk within LG responsib tructure – Town planning guideli s – Education on river health s -	•	r management	, clean up, boll	ards, waste remov	val, Range	er
Trade restrictions	Trade policies, market access, supply delays which complicate the process of trade for both perishable, non perishable and inputs	Environment Economy	Major	Possible	Major	High	Federal / local members of govt Industry bodies DPIRD

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure - Road maintenance and asset preservation, reduced red tape, saleyards

Soft society measures –Local business association

Ecosystem measures - Industry group communication, advocacy on improved telecommunications,

Telecommunication	Landlines and/or mobile	Economy	Minor	Almost	Major	High	Telstra
Network Fails	tower/s damaged and no telecommunications And /or internet connectivity	Social Health		Certain			Optus NBN Western Power DPIRD Federal / local members of govt Industry bodies

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Black spot register, temporary mobile communications (trailer units / towers), town planning guidelines, staff training social media, back up / external storage of Shire records, Shire mobile phone packages have enough data capacity

Soft society measures – Alternative communication methods (Beverley Blarney etc)

Ecosystem measures – Advocacy for more mobile phone towers and improved telecommunications overall

Flood	Flooding anywhere in the	Economy	Minor	Likely	Major	High	DFES
	district (localised and	Environment		·			Western Power
	widespread)						Water Corporation
	. ,						Avon Waste (cleanup)

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Road maintenance, water catchment grading, river bank barriers near the town site, barriers or protection around the key assets including the cemetery, hall, Shire etc., stormwater harvesting, sandbagging resources available locally, town planning guidelines, building codes, road drainage, advice on food safety and disposal, clearing and earthworks, Ranger, livestock removal (pre, during, recovery)

Soft society measures – Communicating vital weather information from BOM, communicating flood safety messaging

Ecosystem measures - Livestock transport access, ensuring access to publicly available geologic and topographic mapping

River Floods	River floods in the town site	Economy Environment	Minor	Possible	Catastrophic	High	DFES Western Power
		Health					Water Corporation
		Social					Avon Waste (clean up)
Controlo required to n	sitianto riale within LC roomanaih	11:4.7					

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Road maintenance, water catchment grading, river bank barriers near the town site, barriers or protection around the key assets including the cemetery, hall, Shire etc., stormwater harvesting, sandbagging resources available locally, town planning guidelines, building codes, road drainage, advice on food safety and disposal, clearing and earthworks, Ranger, livestock removal (pre, during, recovery)

Soft society measures – Communicating vital weather information from BOM, communicating flood safety messaging

Ecosystem measures – Livestock transport access, ensuring access to publicly available geologic and topographic mapping

Major Fire	Major fire that threatens the Beverley town site and/or major fire in areas of bush or agricultural land	Health Economic Environment Social	Major	Possible	Catastrophic	High	DFES WA Country Fire Service Local brigades LEMC Community organisations Community Resource Centre WACHS St Johns Ambulance
							Police

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Town planning guidelines, mapping risks, reducing fuel loads, resources and equipment for local fire brigades, enough vehicles for local fire brigade, bushfire mitigation programs, automatic sprinklers in Shire buildings, household waste collection, waste collection arrangements, dumping fees, disposal of hazardous waste, earthworks for private and commercial (recovery), structural engineering advice, fast tracking planning applications (recovery), animal and livestock assistance, clearing, prescribed burning periods, SMS service, fire breaks, back up generator

Soft society measures – Communicating vital weather information from BOM, relief and support networks, communicate fire breaks, knowledge sharing

Ecosystem measures – Advocacy for more mobile phone towers, advocacy for increased resources for local fire brigade, regular LEMC meetings

Industrial fire	Serious fire in the industrial	Economic	Minor	Possible	Catastrophic	High	Local fire brigade
	area	Health					Police
		Environment					St Johns Ambulance

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Town planning guidelines, resources and equipment for local fire brigades, enough vehicles for local fire brigade, bushfire mitigation programs, disposal of hazardous waste, commercial waste removal, SMS service, fire breaks, business regulations Soft society measures – Communicating vital weather information from BOM, communicating hazardous material safety

Aged Care Home	Damage or significant health concern at the local aged care facility	Health Social	Minor	Possible	Major	High	Beverley Hospital Aged Care Provider
Controls required to	mitigate risk within LG responsib	ility	_		'		<u>'</u>
Hard services / infras	structure - Assist with evacuation	n, off site location	n				
Soft society measure	es – Messages to vulnerable mer	nbers of the cor	nmunity				
Ecosystem measure	s <u>–</u>						
Hazardous chemical	Hazardous material released as a result of an incident, accident or deliberate	Health	Minor	Unlikely	Major	Medium	DFES Police St Johns Ambulanc Local fire brigade
	structure – Staff training, PPE, fir	o oquipinioni un	a roodarood, an	spoodi, notine	allon or rogulator,		oroning and
	es – Ongoing health monitoring	Economic Health Social Environment	Catastrophic		Catastrophic	High	DFES Police St Johns Ambulanc SES Local fire brigade
Soft society measure Ecosystem measure Earthquake	es – Ongoing health monitoring s – A significant magnitude or widespread damage as a result of an earthquake	Economic Health Social Environment					DFES Police St Johns Ambuland SES
Soft society measure Ecosystem measure Earthquake Controls required to	es – Ongoing health monitoring s – A significant magnitude or widespread damage as a result of an earthquake mitigate risk within LG responsib structure – Asset preservation, to	Economic Health Social Environment	Catastrophic	Unlikely	Catastrophic	High	DFES Police St Johns Ambuland SES Local fire brigade All govt agencies

	ructure – Fire equipment and re	•	ng codes, town	planning			
•	 Education dangerous goods 	to LG staff					
Ecosystem measures							
Bulk Storage	Contamination or grain /	Economic	Minor	Unlikely	Minor	Low	CBH
Damage	flood/ fire etc						
•	itigate risk within LG responsibi	•					
	ructure – Road maintenance, st	ormwater mana	gement				
Soft society measures							
	 Advocacy for rail, CBH comm 			•			
Severe Storms	Lightning, hail, wind and/or	Environment	Minor	Almost	Major	High	SES
	rain that causes damage	Economic		Certain			Water Corp
	and or localised flooding						Western Power
							NBN
							Telstra
		••					
	itigate risk within LG responsibi						
	ructure – Building codes, comm						
	tions infrastructure (mobile unit			oad repairs an	d maintenance, a	avise on fo	od safety and disposal,
	ack up generator, fire equipmen				:t		DOM
•	 Education about severe weat 	mer (preparation	n and during), d	communicating	y vitai weather inic	ormation iro	IM BOM
Ecosystem measures			NA:	Lileaber	Maian	I II ada	Dalias
Main road impacted	Main road is damaged that	Economic	Minor	Likely	Major	High	Police
Ocatacle accusined to ac	delays access	Health					St Johns Ambulance
	itigate risk within LG responsibi ructure – Road construction and						
		maintenance					
Soft society measures Ecosystem measures							
Transport – Rail	Major incident on the railway	Economic	Minor	Likely	Minor	Medium	Arc Infrastructure
Hallsport - Kall	line that delays access	Health	IVIII IOI	LIKEIY	IVIII IOI	Medium	Public Transport
	line that delays access	Пеаш					Authority
							Police
							St Johns Ambulance
							DFES
Controls required to m	itigate risk within LG responsibi	litv					DI LO
Hard services / infrastr		iity					
i iai a ooi viooo / iiili aoti	dotaio						

Ecosystem measures	; -						
Transport – Bridge	Bridge into and out of town is damaged that impacts access	Economic	Minor	Possible	Major	High	Police
	nitigate risk within LG responsib						
	tructure – Asset preservation an	id managemer	nt, bridge con	servation and co	nstruction, traffic	c manageme	ent, alternative route
planning							
Soft society measures							
Ecosystem measures							
Aircraft Crash	Aircraft crash at the airport or anywhere in the Shire that results in damage to property	Health	Minor	Possible	Major	High	Police DFES St Johns Ambulance Beverley Hospital
Hard services / infrasand earthworks arour Soft society measures	nitigate risk within LG responsib tructure – Fire equipment and re nd the airport s –		ort maintenan	ce, emergency r	esponse resourc	ces at airpor	
	nitigate risk within LG responsib tructure – Fire equipment and re nd the airport s – Major vehicle accident results in impact to access		ort maintenan Minor	ce, emergency r	esponse resourc	ces at airpor	Police St Johns Ambulance
Hard services / infras and earthworks arour Soft society measures Ecosystem measures Major traffic accident	nitigate risk within LG responsib tructure – Fire equipment and read the airport s – Major vehicle accident results in impact to access routes e.g. truck v train	Health					t, access to fuel, clearing
Hard services / infras and earthworks arour Soft society measures Ecosystem measures Major traffic accident	nitigate risk within LG responsib tructure – Fire equipment and read the airport s – Major vehicle accident results in impact to access routes e.g. truck v train nitigate risk within LG responsib	Health					t, access to fuel, clearing Police St Johns Ambulance
Hard services / infras and earthworks arour Soft society measures Ecosystem measures Major traffic accident Controls required to no Hard services / infras	nitigate risk within LG responsib tructure – Fire equipment and read the airport s – Major vehicle accident results in impact to access routes e.g. truck v train nitigate risk within LG responsib tructure –	Health					t, access to fuel, clearing Police St Johns Ambulance
Hard services / infras and earthworks arour Soft society measures Ecosystem measures Major traffic accident	nitigate risk within LG responsib tructure – Fire equipment and read the airport s – Major vehicle accident results in impact to access routes e.g. truck v train nitigate risk within LG responsib tructure – s –	Health					t, access to fuel, clearing Police St Johns Ambulance

Ecosystem measures	; -						
Loss of local supermarket	Food supplies disrupted e.g. supermarket burns down	Economic	Minor	Rare	Minor	Low	
Hard engineering –	nitigate risk within LG responsib s – Advice on food safety and di	·	ing emergen	cy managemen	t supply	'	
Terrorism	Violent extremism and terror activity	Health Social	Major	Rare	Major	Medium	Police DFES Mental health services
Hard services / infras Soft society measures	nitigate risk within LG responsib tructure – Provision of CCTV, se s – Education, assessment of so s – Advocacy of police presence	ecurity measure ocial gatherings		aces, recovery			
School closes / damaged	School can not open for a significant period of time	Social	Minor	Unlikely	Moderate	Medium	Department of Education Beverley School
	nitigate risk within LG responsib			a of library		·	· · · · · · · · · · · · · · · · · · ·
Soft society measures		y space / structi	ure, provisio	n of library			
	s – s – Significant destruction of art	Environment	Minor	Rare	Minor	Low	Heritage Council WA
Soft society measures Ecosystem measures Art Deco destruction Controls required to n Hard services / infras	s – s – Significant destruction of art deco buildings nitigate risk within LG responsib tructure – Asset preservation, to s – Education piece about its im	Environment ility wn planning gu	Minor idelines		Minor	Low	Heritage Council WA

Soft society measures Ecosystem measures							
Shire of Beverley Administration Cyber Attack	Cyber attack on the Shire's administration	Economic	Minor	Likely	Moderate	High	IT Company WALGA Department of Local Government
•	s —	•	ervation, virus p	rotection and p	prevention, IT poli	cies and pr	ocesses, staff training,
Shire of Beverley Administration Centre severely	Significantly reduced ability of the local government to function and govern	Economic	Minor	Rare	Major	Medium	WALGA Department of Local Government

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Asset preservation, external server / storage, record preservation, CCTV, staff training, business continuity plan, emergency resources within the building

Soft society measures -

damaged

Ecosystem measures -

PROLONGED

Adverse Event	Details	Pillar	Intensity	Likelihood	Consequ ence	Impact	Stakeholders
Health epidemic	A sudden increase in the number of cases of a disease—more than what's typically expected for the Shire of Beverley	Economic Health Social	Major	Rare	Major	Medium	Beverley DHS Aged Care Lodge Hospital Childcare Businesses

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Provision of a local medical practice, staff vaccinations

Soft society measures – Containment, public health strategies e.g vaccinations, crowded public safety messages, maintaining essential services Ecosystem measures – Advocacy for the retention of the hospital, support and recovery

Health pandemic	A pandemic is an epidemic	Economic	Catastrophic	Rare	Major	Medium
	spreading between countries	Health				
		Social				

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Provision of a local medical practice, staff vaccinations, rates / fees / charges review, planning approval review, economic development plan, waste management

Soft society measures – Cleaning, containment, public health strategies e.g vaccinations, public safety messages, implementing State and Federal govt restrictions, maintaining essential services

Ecosystem measures - Coordinated and consistent messages, support and recovery

Care providers Beverley Hospital		Heatwave	Consecutive hot conditions that affect the communities	Environment Health Social	Minor	Likely	Moderate	High	•
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Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – landscape and urban designing, air conditioned community indoor spaces (within reason), provision of a pool Soft society measures – Public messages

Ecosystem measures -

Significant job	Widespread financial impact on	Economic	Minor	Rare	Moderate	Low	Police
loss	local households	Health					Department of Humar
		Social					Services
							Rural Financial
							Counselling
							Mental health services
							TAFE

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Provision of community spaces for gathering, connection and learning, Economic Development Plan Soft society measures – Local business growth programs, community education on government assistance Ecosystem measures – Advocate for continued presence of the High School

Faltering	Community reduces its ability to	Health	Minor	Possible	Moderate	Medium	Local medical
resilience of the	withstand or survive external	Social					practitioner assistance
local community	shocks and bounce back to their						DPIRD
	original state						Mental health services

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Whole of community risk and mitigation planning, Council awareness on vulnerabilities, community events, local medical practitioner, sport and recreation programs, CRC programs, economic development plan to reduce vulnerabilities, volunteer support services and events, reduce red tape on volunteer organisations

Soft society measures – Resilience programs, mental health services locally

Ecosystem measures -

Community related stress	Long term stress on the community (social, economic, environmental, financial, health	Health Social Economic	Major	Possible	Moderate	Medium	Local medical practitioner assistance
	etc)						

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Whole of community risk and mitigation planning, Council awareness on vulnerabilities, community events, local medical practitioner, sport and recreation programs, CRC programs, economic development plan to reduce vulnerabilities

Soft society measures – Resilience programs, mental health services locally, community education on the vulnerabilities

Ecosystem measures –

ADVERSE EVENTS ON AGRICULTURAL INDUSTRY

Agriculture is the significant industry in the Shire of Beverley, hence a more detailed approach to likely adverse events is necessary. The three major events that may significantly impact this major industry include drought, frost and a breach of biosecurity. In reducing these events the following preparations and effects are outlined:

PREPARE

Monitor	Establish a primary industry sub committee of Council. Include local farmers, agronomist, DPIRD, Wheatbelt NRM and Rural West. Monitor seasonal and associated impacts (rainfall, markets, production, community wellbeing), meeting every six months
Phase 1 Response	Advise Minister, nominate Regional Coordinator amongst the sub
	committee, local intelligence gathering
Phase 2 Response	Plan and coordinate response program
Phase 3 Response	Implement response
Recovery	Evaluate, report and improve

EFFECTS

MILD	MODERATE	SEVERE
Early decision making	Majority of primary producers are operating	Practical options for primary producers is
Majority of primary producers managing	Compounding factors: input costs, feed	limited
Commodity prices, inputs, feed available	availability etc	Increased stress on primary producers and
Local businesses may see decline in	Water dependent businesses impacted	community
expenditure	Families with only farm income impacted	Compounding factors
Local government and social services begin	Impact on community and sport	Families with only farm income impacted
some services	Decline in vegetation	severely
	Soil erosion	Impact on community and sport and general
	Reduced water resources	community functions
	Impact on local GDP	Decline in vegetation
		Large scale soil erosion
		Significant water restrictions
		Impact on local GDP
		Some small business closures

	LOCAL GOVERNMENT ROLE AND RESPONSE									
Communication to farmers and local	Communication to farmers and local	Significant measures required								
businesses	businesses	Targeted response								
Monitor local intelligence	Monitor local intelligence	Options for greater government assistance								
Preliminary mobilisation	Highlight available resources and services									
Highlight available resources and services	Targeted assistance									
Targeted assistance	Check service capacity									
-	Option of low cost assistance									

Adverse Event	Details	Pillar	Intensity	Likelihood	Consequ ence	Impact	Stakeholders
Ongoing drought	Severe rainfall deficiency over a period of time	Economic Environment Health Social	Major	Likely	Major	High	Rural Financial Counselling Service WA DPIRD GRDC Industry bodies Mental health services Federal Govt - Agriculture

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – Environment conservation, water collection and storage, stormwater harvesting, primary production sub-committee of Council

Soft society measures – Public messages, promote mental health services, helping to coordinate feed for livestock, community grants, events, business support mechanisms

Ecosystem measures – Advocacy for drought relief (farm, household, business) and support, Wheatbelt NRM programs

Frost	Severe frost over a period of	Economic	Minor	Likely	Moderate	High	Industry bodies
	days						DPIRD
							GRDC

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure – primary production sub-committee of Council

Soft society measures – community grants, events

Ecosystem measures – Wheatbelt NRM programs

Biosecurity	Potential or actual spread of disease	Environment Economy Social Health	Minor	Possible	Major	High	Biosecurity Group DPIRD Biosecurity Council of WA
		Tioditii					Industry bodies

Controls required to mitigate risk within LG responsibility

Hard services / infrastructure - Fencing, regional biosecurity group membership, Ranger services, spraying

Soft society measures – Education, community campaigns e.g. fox shooting

Ecosystem measures - Conservation of soils, ecosystems and biodiversity, pest and invasive species control across multiple agencies, Border control coordination

8. Local Government Strategies

	Council Strategy – Internal	Council Strategy - Community
Risk Identification	Adverse Events Plan Primary industry sub committee Regular credible risk assessments Early Warning systems established and checked, tested etc Data available to inform vulnerabilities Insurance cover and annual review Asset management and maintenance in line with schedule Emergency Mgt Policies and Procedures Council Risk Assessment (regular inclusion in meetings) Budget setting and scenario planning Economic development role Shire website linked to information	Community education
Community Capacity	Contract / Supplier List LEMC Meetings LEMC Contact List Govt Contact List Accurate community profile Accurate ratepayer data Formal review / learnings of previous adverse events Engagement Policy	Community education Community preparedness Business preparedness Identify community skills and capacity Resilience programs
Council Capacity	Staff skills audit Staff training – internal and works crew relevant to their role Media training Shire President and CEO Council training – strategy, finance, governance, risk etc Reserve allocations Job sharing / cross training Comprehensive asset register Resource register Review Council telecommunications (2way, mobiles, landlines, internet, data capacity) Access to fuel	

	Council Strategy – Internal	Council Strategy - Community
Councils Role and Operations	Communication systems and processes (multiple, adequate, cross over) Stewardship of important natural resources (lake, river, farmland, nature reserves etc) Active grant seeking for long term benefit for the community Local procurement Leadership structure / chain of command OSH Policy	Community education – government assistance
Plans and Resources	Active engagement in regional groupings Economic Development Plan Separate plans for separate largescale events e.g. flood Recovery Plans developed with key stakeholders Review supply contracts regularly Incident Management Plans Communications Strategy with multiple agencies	Whole community planning Community education – health providers and support networks
Partnerships and Capacity	Emergency Management Plan LEMC roles and responsibilities Exercise drills / tests are conducted regularly to build knowledge and identify gaps Community Resource Centre partnership Advocacy	Build on the expertise, knowledge, and systems in place within the community Community grants Community resilience
Action and Review	Host recovery crews / leaders Community events (recovery) Monitor emerging issues Access to Council facilities for other agencies and groups Community Development Plan Financial assistance (rates, fees and charges)	

Shire of Beverley plans supporting this Adverse Events Plan include:

- Shire of Beverley LEM Arrangements
- Shire of Beverley Incident Management and Business Continuity Response Plan
- Risk Management Policy

9. References

Australian Institute for Disaster Resilience Australian Emergency Management Arrangements Handbook National Disaster Risk Reduction Framework State Emergency Management Plan (WA)

Licence Agreement – "Beverley Community Garden" Lots 52 & 54 Forrest Street and

51 & 53 Bartram Street

Shire of Beverley

Beverley Community Resource Centre

Table of Contents

Deta	alls	1
Agr	eed terms	2
1.	Grant of Licence	2
2.	Term	2
3.	Permitted Hours of Use	2
4.	Licence fee & GST	2
5.	Use of Licensed Area	2
6.	Outgoings	2
7.	Alterations	3
8.	Entry and inspection of Licensed Area	3
9.	Signs & advertising	3
10.	Compliance with statutes	3
11.	Maintenance of Licensed Area	3
12.	Damage to Licensed Area	4
13.	Not to cause nuisance	4
14.	Indemnity	4
15.	Insurance	5
16.	Not to void insurance	5
17.	No assignment without consent of Shire	5
18.	Report to Shire	5
19.	No right of exclusive possession	6
20.	Third Parties	6
21.	Further Term	6
22.	Default	6
23.	Termination of Management Order	6
24.	Restoration of Licensed Area	7
25.	Rights rest in contract only	7
26.	Yielding up at expiration of term	7

27.	No warranty	7
28.	No fetter	7
29.	Severance	8
30.	Further assurance	8
31.	Dispute resolution	8
32.	Costs	8
33.	Governing law	8
34.	Additional terms covenants and conditions	8
35.	Interpretation	9
36.	Definitions	10
Schedule		11
Signing page		12
Annexure 1 - Sketch		13

Details

Parties

Shire of Beverley

of PO Box 20, Beverley, Western Australia 6304 (**Shire**)

Beverley Community Resource Centre

of 141 Vincent Street , Beverley, Western Australia 6304 (**Licensee**)

Background

- A. The Shire owns the land as described in **Item 1** of the Schedule (**Land**).
- B. The Shire has agreed to grant to the Licensee a Licence to use the Land as is described in **Item 2** of the Schedule (**Licensed Area**).
- C. The Shire and the Licensee enter into this Agreement to set out the terms and conditions upon which the Licence is granted.

Agreed terms

Grant of Licence

In consideration of the covenants of the Licensee given herein the Shire HEREBY GRANTS to the Licensee a licence (**Licence**) to use the Licensed Area on the terms and conditions set out in this Deed.

2. Term

The Licence shall continue in force and effect for the duration of the term set out in **Item 3** of the Schedule (**Term**).

3. Permitted Hours of Use

For duration of the Term of the Licence the Licensee shall be permitted to use the Licensed Area but only during the permitted hours of use set out in **Item 4** of the Schedule (**Permitted Hours of Use**).

4. Licence fee & GST

The Licensee COVENANTS with the Shire to:

(a) manage and maintain the land at Lots 52 & 54 Forrest Street and 51 & 53 Bartram Street in lieu of a rent payment as described in **Item 5.**

5. Use of Licensed Area

The Licensee shall ensure that the Licensed Area is used only for the use described in **Item 6** of the Schedule (**Permitted Use**).

6. Outgoings

The License e shall pay all water, electricity, power, gas, and any other consumption or service charge which now or during the Term shall be charged upon or in respect of the Licensed Premises or be payable by the owner or occupier in respect thereof upon the respective days or times upon which the same shall become due and payable.

7. Alterations

The Licensee shall not:

- (a) make or cause, suffer or permit to be placed upon the Licensed Area any permanent improvements, alterations, buildings, structures or other fixtures, fittings or equipment of any kind whatsoever; or
- (b) carry out any permanent or significant modifications or alterations whatsoever to the Licensed Area,

unless the Licensee has first obtained the prior written approval of the Shire (which is granted at the absolute discretion of the Shire and may be subject to such conditions as the Shire deems fit) and all necessary approvals, licences and permits required by law have been obtained.

Entry and inspection of Licensed Area

The Licensee must permit the Shire to enter the Licensed Area at any reasonable time during the Permitted Hours of Use to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

9. Signs & advertising

The Licensee shall not affix or exhibit or permit to be affixed or exhibited in or upon any part of the Licensed Area any placard, signboard, neon sign or other advertisement unless the Licensee has first obtained the prior written approval of the Shire (which is granted at the absolute discretion of the Shire and may be subject to such conditions as the Shire deems fit).

10. Compliance with statutes

The Licensee AGREES with the Shire that it shall:

- (a) at all times during the said term duly and punctually comply with, observe and carry out and conform with the provisions of all statutes now or hereafter in force and of all statutory, rules, regulations and by-laws made thereunder and all requirements and orders of any authority, statutory or otherwise which affect the Licensed Area or the use thereof or which impose any duty or obligation upon the owner or occupier of the Licensed Area; and
- (b) perform, discharge and execute all requisitions and works and do and perform all such acts and things upon and to the Licensed Area or any part thereof as are or may be required or directed to be executed or done (whether by the Shire or Licensee) by any local government or public authority or by order or in pursuance of any statute (State or Federal) now or hereafter in force or by Order or in pursuance of any local law, local planning scheme, by-law or regulation made under any such statute.

11. Maintenance of Licensed Area

The Licensee shall keep and maintain the Licensed Area:

(a) in good, safe order, repair and condition; and

(b) in a clean and tidy state free from refuse, rubbish, garbage and litter from activities undertaken within the Licensed Area.

12. Damage to Licensed Area

The Shire and the Licensee AGREE that:

- (a) it will be the responsibility of the Licensee to repair, rehabilitate and make good any damage to the Licensed Area, including but not limited to pollution or contamination of the Licensed Area, caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee, its officers, workmen, servants, agents, contractors, licensees invitees or assignees or resulting from an act or omission of the Licensee;
- (b) the Licensee shall be responsible for the cost of any of the repairs, rehabilitation or making good of damage referred to in **clause 13(a)**; and
- (c) the Licensee must pay to the Shire the costs of any repair, rehabilitation or making good of damage to the Licensed Area as referred to in **clause 13(a)**, within 7 days of receipt of a written demand for such payment being made by the Shire.

13. Not to cause nuisance

The Licensee AGREES with the Shire that it shall:

- (a) not do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything in the nature of which may be deemed to be a nuisance may exist or arise or continue upon or in connection with the Licensed Area or the use thereof and to forthwith abate any such nuisance or alleged nuisance; and
- (b) pay to the Shire on demand all sums of money which the Shire may at any time and from time to time hereafter pay or expend to be called upon to repay in or about or in connection with performing, discharging or executing any requisitions or works or abating any nuisance or alleged nuisance referred to in the preceding **clause 14(a)** and which contrary to the agreement therein contained the Licensee neglects or fails to perform, discharge or execute.

14. Indemnity

The Licensee agrees to indemnify and keep indemnified:

- (a) the Shire from and against the destruction of or damage to any property of the Shire or any person; and
- (b) the Shire and all officers, servants and agents of the Shire from and against all actions claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee, its officers, workmen, servants, agents, contractors, licensees invitees or assignees or resulting from an act or omission of the Licensee BUT the Licensee shall not be responsible for any loss or damage which is caused by the negligence of the Shire.

15. Insurance

The Licensee agrees with the Shire:

- (a) to insure and keep insured from time to time in a reputable insurance office, approved by the Shire or the Australian Prudential Regulation Authority, the respective rights and interests of the Shire and the Licensee for all claims based on what is commonly known as public liability or public risk insurance so as in particular to insure the Shire against all claims which may be made against the Shire by any person arising out of any defect in the Licensed Area or occurrence upon the Licensed Area or the use of the Licensed Area which could cause or might cause any claim in damages to be made against the Shire by any third party, which insurance shall be for an amount not less than 10 million dollars (\$10,000,000.00);
- (b) to insure and keep insured from time to time in a reputable insurance office approved by the Shire an insurance policy with adequate volunteer workers cover with a company approved by the Shire in respect of any person employed or any volunteer engaged by the Licensee in respect of activities carried out on the Licensed Premises;
- (c) not to cancel any policy of insurance referred to in **clause 16** (a) **or** (b) of this Deed and in the event of such cancellation this Licence shall terminate immediately and the Licensee shall have no claim against the Shire for any loss suffered as a result of such termination; and
- (d) to produce copies of the certificates of currency or receipts confirming the currency of any policy or policies of insurance within seven (7) days of being provided with a written request by the Shire to do so.

Not to void insurance

The Licensee agrees with the Shire not to at any time during the Term, commit, or suffer to be done any act, matter or thing upon the Licensed Area whereby any insurance which may at any time have been effected in respect of the Licensed Area or any part thereof may be vitiated or rendered void or voidable.

17. No assignment without consent of Shire

The Licensee agrees that it shall not encumber, assign, underlet or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Shire, which consent the Shire may withhold in its absolute discretion.

18. Report to Shire

The Licensee must immediately report to the Shire:

- (a) any act of vandalism which occurs on or near the Licensed Area;
- (b) any occurrence or circumstances in or near the Licensed Area, of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and

(c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately give them to the Shire.

19. No right of exclusive possession

The Licensee ACKNOWLEDGES that this Licence is non-exclusive and does not convey any right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Shire or otherwise entitled at law to access or use the Licensed Area.

20. Third Parties

Not applicable.

21. Further Term

If at the date of expiration of the Term there is no outstanding breach of this Licence by the Licensee the Shire may grant to the Licensee a further licence of the Licensed Area for the further term specified in **Item 3** of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence, except this clause 21.

22. Default

The Shire and the Licensee AGREE that:

(a) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of fourteen (14) days after a notice specifying such default shall have been served on the Licensee

then in any of the said cases it shall be lawful for the Shire at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee the Licence hereby granted shall terminate, but without prejudice to the right of action of the Shire for arrears of the Licence Fee or damages for breach of any other covenant. Upon such termination the parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee, in respect of any unexpired portion of the Term.

23. Termination of Management Order

The parties ACKNOWLEDGE that:

(a) if the Licence is terminated in accordance with **clause 23(a)** of this clause the Licensee will not be entitled to any form of compensation or damages as a result of the termination.

24. Restoration of Licensed Area

The Licensee AGREES with the Shire that:

- (a) at the expiration or sooner determination of this Licence, it shall at its cost remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee unless otherwise approved in writing by the Shire;
- (b) it shall restore the Licensed Area to the satisfaction of the Shire;
- (c) in the event the Licensee does not restore the Licensed Area to the satisfaction of the Shire within one month of the expiration or sooner determination of this Licence the Shire may remove any alterations, additions or improvements installed by the Licensee and restore the Licensed Area to its satisfaction and the costs of carrying out such removal and restoration shall be a liquidated debt recoverable from the Licensee by the Shire in a Court of competent jurisdiction; and
- (d) the Licensee's obligations under this clause will continue, notwithstanding the end or Termination of this Licence.

25. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area or any right of exclusive possession.

26. Yielding up at expiration of term

The Licensee AGREES with the Shire that at the end or sooner termination of the Term of the Licence it shall leave the Licensed Area in a condition consistent with the provisions of this Licence.

27. No warranty

The Shire gives no warranty:

- (a) as to the suitability or otherwise of the Licensed Area for the Permitted Use; or
- (b) that the Shire will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

28. No fetter

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

29. Severance

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

30. Further assurance

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

31. Dispute resolution

The parties agree that any dispute between the Licensee and the Shire in regard to anything arising from this Licence shall:

- (a) be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Shire responsible for administering the Reserve or the Licensed Area; and
- (b) if the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Shire will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in **clause** 31(a) of this clause and setting out in writing the reasons for his or her decision.

32. Costs

The Licensee must pay to the Shire on demand:

(a) any statutory duty or taxes payable on or in connection with this Licence.

33. Governing law

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

34. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 7** of the Schedule shall be deemed part of this Licence and shall be binding upon the Shire and Licensee as if incorporated in the body of this Licence.

35. Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (iv) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (v) a right includes a benefit, remedy, discretion, authority or power;
 - (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (ix) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (x) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;

- (c) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any officer, workmen, servants, agents, contractors, licensees, invitees, assignees or persons authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (d) Except in the Schedule, headings do not affect the interpretation of this Licence;
- (e) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.
- (f) The Schedule and Annexures (if any) form part of the Licence.

36. Definitions

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

Chief Executive Officer means the Chief Executive Officer of the Shire or any person authorised to act on his behalf;

Commencement Date means the date that the Licence commences as specified in **Item 3** of the Schedule:

GST means a tax under the *A New Tax System* (*Goods and Services Tax*) *Act 1999* (*Cth*) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Shire for goods or services or property or any other thing under this Licence;

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

Licence means the Licence granted under this Agreement;

Licence Fee means the fee stipulated in **Item 5** of the Schedule;

Licensed Area means the portion of Land that the Licensee is permitted to use in accordance with the terms of this Licence, as specified in **Item 2** of the Schedule;

Licensee means the Licensee or incorporated group to which the licence is granted.

Permitted Hours of Use means the hours agreed in advance with the Shire during which the Licensee is permitted to use the Licensed Area, as specified in **Item 4** of the Schedule;

Schedule means the Schedule of this Licence.

Shire means the Shire of Beverley and its employees and agents.

Supply means a good or service or any other thing supplied by the Shire under this Licence and includes but is not limited to a grant of a right to possession of the Licensed Area.

Term means the period of time which the Licence is granted, as specified in **Item 3** of the Schedule

Schedule

Item 1: Land

Lots 52 & 54 Forrest Street and 51 & 53 Bartram Street, Beverley "Beverley Community Garden"

Item 2: Licensed Area

That portion of the Land depicted on the sketch annexed hereto as **Annexure** 1.

Item 3: Term

Term: Five (5) years commencing on ______ 2020 and expiring on ______ 2025.

Further Terms: Five (5) years commencing on _____2025

and expiring on _____2030.

Item 4: Permitted Hours of Use

General Use: 7am to 7pm, Monday to Sunday

Item 5: Licence Fee

Licence Fee: Nil

Conditions: Beverley Community Garden Group is to maintain and upkeep Lots 52 & 54 Forrest Street and 51 & 53 Bartram Street, Beverley to the Shire of Beverley's satisfaction.

Item 6: Permitted Use

Community Garden including activities generally associated with gardening.

Installation of structures associated with gardening is to be by written approval from the Chief Executive Officer (Email acceptable).

Item 7: Additional terms, covenants and conditions

The Licensee shall display the following:

(a) Emergency Evacuation Plan.

Signing page

EXECUTED by the parties as a Deed on the	day of	2020			
THE COMMON SEAL of the SHIRE OF) BEVERLEY was hereunto affixed by) authority of a resolution of the Council in the) presence of:					
PRESIDENT	(Print Full Name)	_			
CHIEF EXECUTIVE OFFICER	(Print Full Name)	_			
THE COMMON SEAL of BEVERLEY COMMUNITY RESOURCE CENTRE ("the Association") was hereunto affixed) pursuant to the constitution of the Association in the) presence of each of the undersigned each of whom hereby) declares by the execution of this document that he or she) holds the office in the Association indicated under his or her) name:)					
OFFICE HOLDER SIGN	OFFICE HOLDER SIGN				
Office Held: Full Name Address	Office Held: Full Name Address				

Annexure 1 - Sketch

