



**CHIEF EXECUTIVE OFFICER ATTACHMENTS  
ORDINARY MEETING OF COUNCIL  
WEDNESDAY 17 MARCH 2021**

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CEO03-03/21	<b>Register of Policies: Amendments</b>  <b>Attachments</b> 1. Register of Policies Timeline 2. Environment and Health Policy 10.2 – Bushfire Control 3. Environment and Health Policy 10.7 – Multiple Dogs 4. Environment and Health Policy 10.4 – Clearing of Land 5. Environment and Health Policy 10.8 – Smoke Free Outdoor Areas	14 - 21
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### 3.26 Public Service Holidays In-Lieu

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**Policy Owner:** Corporate Service  
**Person Responsible:** Payroll  
**Date of Approval:** December 2020  
**Amended:**

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#### Objective

The purpose of this policy is to facilitate the provision under superseded Awards whereby employees received two (2) Public Service Holidays In-Lieu, in addition to State and National Public Holidays.

#### Background

Local Governments previously operated under two State Government Awards, Local Government Officers (WA) Interim Award 2011 and Municipal Employees (WA) Interim Award 2011. The Local Government Industry Award 2010 (LGIA) is a national modern award that was drafted by the Australian Industrial Relations Commission and registered with Fair Work Australia as part of the award modernisation process.

From 1st July 2012, the Shire commenced operating under the Local Government Industry Award 2010 and all new employees received two additional days of annual leave to compensate for the removal of the two additional public holidays.

#### Scope

This policy applies to all full and part time employees on the Local Government Industry Award 2010.

#### Policy

As the previous awards allowed for two extra public holidays (which Council used between the Christmas & New Year period) we should also include two extra annual leave days into our new policy so no employee is negatively impacted with the change.

The first "public service holiday" accrues at Easter and the second at Christmas time – but Council has elected for staff to utilise these days between the Christmas & New Year period when the office is closed. Accordingly, staff that are employed after April each year are only entitled to one (1) "public service holiday" for that year. Those employed prior to Easter are entitled to both days.



# Major Land Transaction Business Plan

Proposed Construction and Use  
of the Muchea Clubroom &  
Changerooms



Matthew Gilfellow - Chief Executive Officer  
SHIRE OF CHITTERING

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## 1. EXECUTIVE SUMMARY

While the requirement to extend and upgrade the Muchea Clubrooms and Changerooms was included within Council's strategic plans, a proposal to build a new Clubroom and Changeroom Facility was first considered by Council in June 2019. This proposal was given "in-principle" support along with in-principle and financial support to proceed with the development of a CSRFF grant application.

At the September 2019 Council Meeting, Council committed to providing \$650,000 of funding for the project acknowledging that Council's contribution may require other projects to be deferred and/or scaled back and/or rates to be increased and that the increase in operating costs for the facility would be funded through rate revenue. Council also decided to investigate a no interest or deferred interest loan in the event that the clubs could not fundraise the entirety of their \$450,000 contribution.

This development will see the construction of a new Clubroom and Changerom Facility while retaining the existing hall, clubroom and changerom facility. Though not part of this project, there is funding within the Long Term Financial Plan to convert the current clubroom facility to an area that is capable of being leased to a private gymnasium.

The Muchea Changerooms and Clubrooms Redevelopment is expected to cost \$3,01million and the capital cost is to be met the following allocations:

- Department of Local Government, Sports and Communities: Community Sport and Recreation Facility Fund \$300,000;
- Muchea Hall User Group \$548,247;
- Shire of Chittering \$2,241,464.

Until the building is operational, actual costs will not be known, however an assessment of operating expenditure has been undertaken using a range of methodologies. The estimated Net Operating Result is outlined below:

	FY19/20 Budget	FY 20/21 Budget	FY 21/22 Budget	FY 22/23 Budget	FY 23/24 Budget	FY 24/25 Budget
<b>Net Operating Result</b>	-\$98,430	-\$200,196	-\$203,248	-\$206,361	-\$209,536	-\$212,774

The net operating cost does not include any loan repayment costs. The shire is able to access fixed rate loans for a period of 20 years. At approximate current interest rates, repayments for a loan would be \$117,081.77 per year, inclusive of principal and interest.

Section 3.59 of the *Local Government Act 1995* requires that Council give state-wide and local public notice of the Major Land Transaction, inviting public submissions for a period of six weeks.

Submissions are to be addressed to:

**Matthew Gilfellon**

Chief Executive Officer

Shire of Chittering

6177 Great Northern Highway

PO Box 70 Bindoon WA 6502

chatter@chittering.wa.gov.au

## 2. BUSINESS PLAN OBJECTIVES

This business plan is designed to:

- a) Inform the residents of the Shire of Chittering of the proposal to undertake a ‘Major Land Transaction’ in respect to:
  - i. The proposed construction of the Muchea Clubroom and Changerooms; and
  - ii. The proposed use of that facility by sporting organisations, by the way of ‘use rights’, of portion of the proposed Facility.
- b) Provide the opportunity for the public to make submissions regarding the Business Plan; and
- c) Satisfy the requirements of Section 3.59 of the *Local Government Act 1995*.

## 3. MAJOR LAND TRANSACTION OVERVIEW

### 3.1 BACKGROUND

While the requirement to extend and upgrade the Muchea Clubrooms and Changerooms was included within Council’s strategic plans, a proposal to build a new Clubroom and Changeroom Facility was first considered by Council in June 2019. This proposal was given “in-principle” support along with in-principle and financial support to proceed with the development of a CSRFF grant application.

At the September 2019 Council Meeting, Council committed to providing \$650,000 of funding for the project acknowledging that Council’s contribution may require other projects to be deferred and/or scaled back and/or rates to be increased and that the increase in operating costs for the facility would be funded through rate revenue. Council also decided to investigate a no interest or deferred interest loan in the event that the clubs could not fundraise the entirety of their \$450,000 contribution.

The Strategic Community Plan contained the following:

<b>S3 OUR BUILT ENVIRONMENT</b>
<b>Section 3.1 Outcome: Development of Local Hubs</b>
<b>S3.1.1 Plan for new and enhanced community facilities.</b>

The Corporate Business Plan 2017-2021 contained the following proposed initiatives:

<b>Continued upgrade/enhancement of existing recreational facilities. This included \$98,000 for a pavilion &amp; changerroom extension.</b>
<b>Community Gymnasiums in Bindoon and Muchea</b>

The facility will enhance the service delivery to the current sporting organisations. The changerrooms are outdated and not suitable for the use by the junior clubs and female sporting teams. The new clubrooms will enable the development of a gym in the current clubroom area. This will increase the number of users of the Muchea sporting facilities.

It is expected that the total project cost will be \$3.1 million which comprises both the new facility and groundworks for the facility. An additional \$50,000 has been allocated in the Long Term Financial Plan to develop the current clubrooms into a shell for a private gym business to lease.

### 3.2 SITE DESCRIPTION

The land is described as R11260. The oval and surrounds were vested to the Shire of Chittering on 27<sup>th</sup> March 1957 for the purposes of “Agricultural Hall Site and Recreation Ground”.



### 3.3 PROGRAM

This development will see the construction of a new Clubroom and Changerom Facility while retaining the existing hall, clubroom and changerom facility. Though not part of this project, there is funding within the Long Term Financial Plan to convert the current clubroom facility to an area that is capable of being leased to a private gymnasium.

The new facility will encompass the following:

- A large main club room (16230 x 8860) with access to, and windows facing, the sports oval;
- A slightly larger social room (10200 x 15560) also with access to, and windows facing the sports oval;
- Commercial kitchen with servery to the outside of the clubhouse (under cover) and inside to the main club room;
- Full bar facilities with cool room storage and opening to the main club room and social room;
- Community amenities consisting of male and female toilets, including ambulant accessible facilities and two unisex accessible (disabled) toilets;
- Two changerooms specifically for the use of sporting clubs with each changeroom comprising;

- Two separate shower and accessible (disabled) toilets for umpires, one dedicated accessible (disabled) shower and toilet, two additional toilets and three showers, two vanity basins and hand drier;
- Racks, benches and lockers for changing and storage of personal belongings;
- A treatment area for rubdowns, massages and strapping;
- Main foyer;
- Administration office;
- Storage areas.

Ancillary infrastructure to ensure compliance with *Western Australia Building Act 2011*, *Western Australia Building Regulations 2012* and the National Construction Code 2019 include:

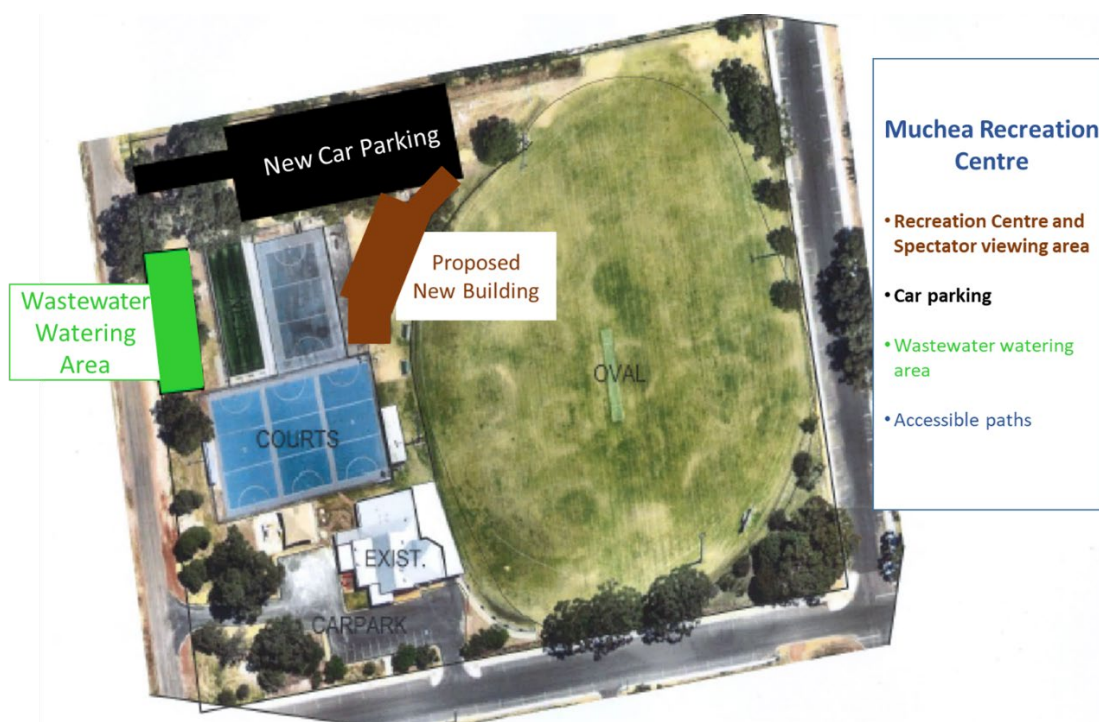
- Car parking and accessible pathways;
- Appropriate sewerage and waste water management;
- A safe, accessible spectator viewing area, with the related safety walls.

This current concept would see the facility being able to meet the current and future needs of sporting groups, provide modern inclusive fitouts which meet current building codes and cater for individual access needs of disabled and ambulant community members, as well as provision of hygienic amenities with a layout that offers privacy, space and a safe environment for sports participants to shower and get changed.

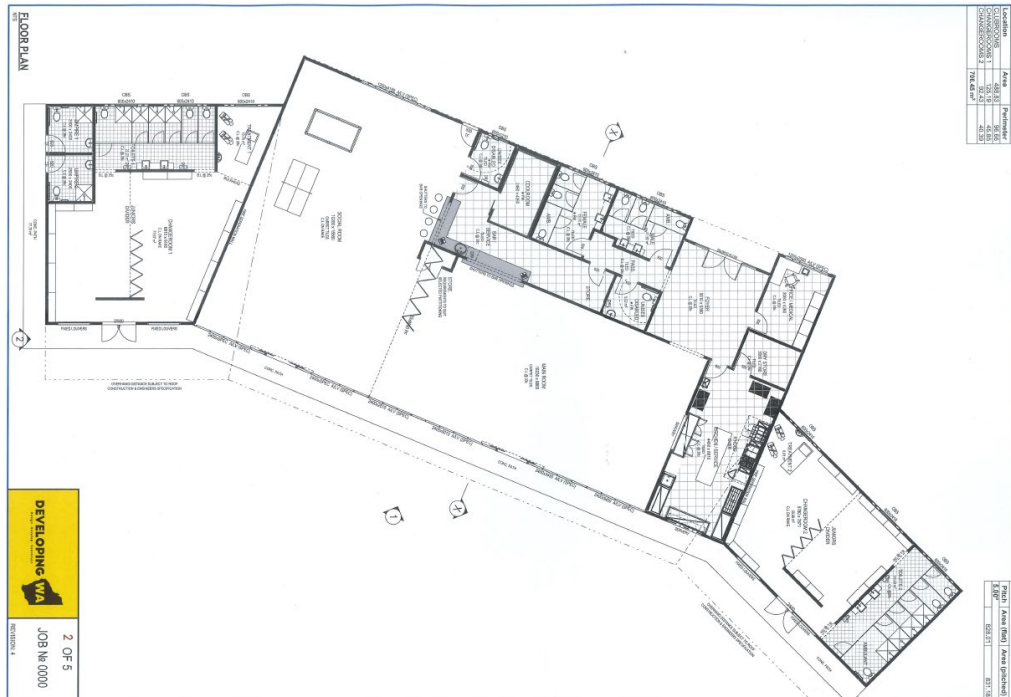
The project will provide the shire with a modern infrastructure asset where the community can gather for large events and be proud to have visitors come to the area and enjoy the facilities and picturesque setting of Muchea.

### 3.4 CONCEPT DESIGN INFORMATION

The Concept Designs for the Muchea Clubroom and Changeroom Redevelopment are outlined below:







These designs are conceptual only. Final designs will be determined as part of further consultation and the Architects' input.

#### 4. CONSIDERATIONS

The Muchea Clubroom and Changeroom Redevelopment has a building cost of approximately \$2.1m, but the estimated total finished cost is \$3.1m. The capital cost is proposed to be met using the following contribution allocations:

Funding Source	Details
Community Sport and Recreation Facilities Fund Grant	\$300,000 (Grant)
Muchea Hall User Group	\$68,000 (Contributions) \$78,700 (Business Sponsorship) \$22,954 (Volunteer Labour) \$170,059 (Local Business Donated Materials) \$190,000 (Grants)
Shire of Chittering	\$2,241,464 (Loan)

## 5. LEGISLATIVE REQUIREMENTS

Section 3.59 of the *Local Government Act 1995* details the process governing 'Major Land Transactions'.

A 'Major Land Transaction' is defined by the Act and means a land transaction (other than an exempt land transaction) if the total value of -

- a) The consideration under the transaction; and
- b) Anything done by the local government for achieving the purpose of the transaction,

Is more, or is worth more, than the amount prescribed for the purposes of this definition.

For the Shire of Chittering, that means a transaction worth more than 10% of the operating expenditure of the local government, or \$2 million, whichever is lesser. In Chittering's case, the 10% rule applies and so the relevant sum is approximately \$1.2m.

A land transaction is an exempt land transaction for the purposes of Section 3.59 of the Act if the local government enters into it -

- a) Without intending to produce profit to itself; and
- b) Without intending that another person will be sold, or given joint or exclusive use of, all or any of the land involved in the transaction.

The construction of the Muchea Clubroom and Changeroom Redevelopment might otherwise be an exempt land transaction, but for the fact that there is an intention to enter into 'use rights' with the Chittering Broncos Junior Football Club, Muchea Senior Cricket Club, Muchea Netball Club, and Muchea Junior Cricket Club.

Before entering into a 'Major Land Transaction', the shire is required to prepare a Business Plan that includes an overall assessment of the land transaction including:

- Its expected effect on the provision of facilities and services by the local government; and
- Its expected effect on other persons providing facilities and services in the district; and
- Its expected financial effect on the local government; and
- Its expected effect on matters referred to in the local government's current plan prepared under section 5.56; and
- The ability of the local government to manage the undertaking or the performance of the transaction; and any other matter prescribed for the purposes of this subsection.

The Business Plan has been written so as to comply with the requirements of Section 3.59 "Commercial Enterprises by Local Governments" of the *Local Government Act 1995* and the *Local Government (Functions and General) Regulations 1996* and to provide members of the public with sufficient information so as to make an informed submission in respect to this proposal.

## 6. ASSESSMENT OF MAJOR LAND TRANSACTION

### 6.1 EFFECT ON THE PROVISION OF FACILITIES AND SERVICES BY THE SHIRE

This facility will enhance the service delivery options and capacity for sport, recreation and culture within the Shire of Chittering. The development of a new club house and changerooms will better meet the needs of the local sporting and Community Groups in Muchea. The standard of facility will meet the necessary standards for the growing female and junior teams, a standard that is not currently available.

The new facility will enable the hosting of sporting meets and events, and cater for larger groups of visitors, which will bring economic benefits to the region. Modern facilities with adequate toilets, commercial kitchen and bar facilities will provide enticement to the community to hold gatherings of a larger scale at the venue, thus maximising usage.

The existing hall will be retained for use by local community groups. The existing clubrooms will be modified to allow for a private gymnasium business to lease the space and run a gymnasium, a service not currently available within the shire.

### 6.2 EFFECT ON OTHER PERSONS PROVIDING FACILITIES AND SERVICES IN THE REGION

There are no known private providers of other facilities in the shire. Other similar facilities are provided by the shire, however these facilities are home ground to several clubs in the most densely populated areas of the Shire.

### 6.3 EXPECTED FINANCIAL EFFECT ON THE SHIRE OF CHITTERING

The Muchea Changerooms and Clubrooms Redevelopment is expected to cost \$3,071m (excl. GST) and the capital cost is to be met using the following contribution allocations.

Funding Source	Details
Community Sport and Recreation Facilities Fund Grant	\$300,000 (Grant)
Muchea Hall User Group	\$68,000 (Contributions) \$78,700 (Business Sponsorship) \$22,954 (Volunteer Labour) \$170,059 (Local Business Donated Materials) \$190,000 (Grants)
Shire of Chittering	\$2,241,464 (Loan)

Until the building is operational, actual costs will not be known, however an assessment of operating expenditure has been undertaken using a range of methodologies. These cost estimates are outlined below:

Operating Budget	FY19/20 Budget	FY 20/21 Budget	FY 21/22 Budget	FY 22/23 Budget	FY 23/24 Budget	FY 24/25 Budget
<b>Operating Costs</b>						
Operations for Existing Hall	\$12,916	\$13,174	\$13,438	\$13,707	\$13,981	\$14,260
Maintenance for Existing Hall	\$28,105	\$28,667	\$29,240	\$29,685	\$30,422	\$31,030
Operations & Maintenance for Oval	\$62,014	\$63,254	\$64,519	\$65,810	\$67,126	\$68,468
Operations for New Club & Changerooms	-	\$15,000	\$15,300	\$15,606	\$15,918	\$16,236
Maintenance for New Club & Changerooms	-	\$37,500	\$38,250	\$39,015	\$39,795	\$40,591
Asset Renewal Fund for New Club & Changerooms	-	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600
<b>Total Operating Costs</b>	<b>\$103,035</b>	<b>\$205,196</b>	<b>\$208,348</b>	<b>\$211,563</b>	<b>\$214,842</b>	<b>\$218,187</b>
<b>Operating Revenue</b>						
Annual Club Fees	\$4,221	\$4,500	\$4,590	\$4,682	\$4,775	\$4,871
Casual Hire Income	\$384	\$500	\$510	\$520	\$531	\$541
<b>Total Operating Revenue</b>	<b>\$4,605</b>	<b>\$5,000</b>	<b>\$5,100</b>	<b>\$5,202</b>	<b>\$5,306</b>	<b>\$5,412</b>
<b>Net Operating Result</b>	<b>-\$98,430</b>	<b>-\$200,196</b>	<b>-\$203,248</b>	<b>-\$206,361</b>	<b>-\$209,536</b>	<b>-\$212,774</b>

The net operating cost does not include any loan repayment costs. The shire is able to access fixed rate loans for a period of 20 years. At approximate current interest rates, repayments for a loan would be \$117,081.77 per year, inclusive of principal and interest.

#### 6.4 EFFECTS ON MATTERS REFERRED TO IN THE PLAN FOR THE FUTURE

The proposed development accords with the vision and aspirations of the community and the strategies of the Shire of Chittering's plans for the future and the project is incorporated in the Shire's strategic planning documents, as follows:

The Strategic Community Plan contained the following:

### S3 OUR BUILT ENVIRONMENT

#### Section 3.1 Outcome: Development of Local Hubs

**S3.1.1 Plan for new and enhanced community facilities.**

The Corporate Business Plan 2017-2021 contained the following proposed initiatives:

**Continued upgrade/enhancement of existing recreational facilities. This included \$98,000 for a pavilion & changeroom extension.**

**Community Gymsnasiums in Bindoon and Muchea**

The development of this facility will achieve the implementation of a key element of these plans.

## 6.5 ABILITY OF THE SHIRE TO MANAGE THE UNDERTAKING

The Shire has considerable experience with managing grant funding projects, ranging from \$1,000 to more than \$2 million. Recent examples include \$438,581 under Lotterywest's Community Spaces grant for the Bindoon Town Hall Restoration Project (total cost of \$640,000); \$1,345,000 under the Department of Infrastructure and Regional Development's Regional Development Australia Fund (Round 3) for the Chittering Health Centre (total cost of \$1.9million); and \$53,000 under the WA Local Government Association's Age Friendly Communities grant for Clune Park and Muchea Hall/Oval Car Park Upgrade (totaling \$134,921).

The Shire will be responsible for the delivery of the project, including the administrative and financial obligations, along with the implementation of the project. The CEO of the Shire of Chittering will act as the Project Sponsor and will define the project parameters, oversee the project, make decisions and direct the Project Manager regarding issues and problems with the project, and review project status reports.

An existing Shire Officer has been allocated as the Shire's Project Manager, to oversee the implementation of this construction project. The Project Manager has formal building qualifications and is an experienced building and project supervisor. This officer will be responsible for accomplishing the project objectives including:

- Proactive management of the project on a day-to-day basis;
- Establish clear and achievable objectives and timelines;
- Balance the competing demands for quality, scope, time and cost;
- Adapt the project specifications to mitigate risks and issues; and
- Deliver the project in accordance with the specification.

The Muchea Hall User Group is an established group that has been working with the shire for a period of time to assist in managing the current Muchea Hall Facility. This group is comprised of representatives of the Muchea Senior Cricket Club, Muchea Netball Club, Chittering Junior Football Club, Chittering Junior Cricket Club, Muchea Judo & Konga, and will continue to act as a reference group during the development of the project.

## 7. BUSINESS PLAN ADVERTISING AND SUBMISSIONS

Section 3.59 of the *Local Government Act 1995* requires that Council give state-wide and local public notice of the Major Land Transaction, inviting public submissions for a period of six weeks.

A notice advertising this Business Plan and seeking public submissions in respect to its content will be placed in *The West Australian* newspaper and the Northern Valley News (district newspaper). This Notice and Business Plan will also be available to view at [www.chittering.wa.gov.au](http://www.chittering.wa.gov.au)

A copy of this Business Plan may also be inspected or obtained from the Shire of Chittering Administration Centre at 6177 Great Northern Highway, Bindoon.

Submissions in respect to this Business Plan are to be made in writing to the Chief Executive Officer.

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Submissions are to be addressed to:

**Matthew Gilfellow**

Chief Executive Officer

Shire of Chittering

6177 Great Northern Highway

PO Box 70 Bindoon WA 6502

chatter@chittering.wa.gov.au

**DOCUMENT CONTROL**

**DOCUMENT DISTRIBUTION LIST**

Copy No	Distributed to	Position/Title	Date
1	All Staff and Councillors		May 2012
2	All Staff and Councillors		May 2013
3	All Staff and Councillors		June 2014
4	All Staff and Councillors		June 2015
5	All Staff and Councillors		August 2019

**DOCUMENT CONTROL**

Version	Approved by		Date
	Name	Title/Resolution	
1	Ordinary Council	Register of Policies Review Council resolution 100512	16 May 2012
2	Ordinary Council	Register of Policies Review Council resolution 140513	15 May 2013
3	Ordinary Council	Register of Policies Review Council resolution 170614 (N141466)	25 June 2014
4	Ordinary Council	Register of Policies Review Council resolution 120615	17 June 2015
5	Ordinary Council	Register of Policies Council resolution 100819	21 August 2019

**AMENDMENTS**

Document Version	Date of Amendment	Amendment details
1	15 August 2012	2.8 Requests for Assistance and/or Donations updated as per Council resolution 200812 (Ref N121020)
1	15 August 2012	2.2 Investment of Funds updated as per Council resolution 220812 (Ref N121022)
1	21 November 2012	6.3 Use of Chattering Community Bus updated as per Council resolution 081112 (Ref N121079)
1	21 November 2012	10.7 Multiple Dog updated as per Council resolution 131112 (Ref N121084)
1	19 December 2012	3.19 Social Media inserted as per Council resolution 171212 (Ref N131106)
1	20 February 2013	10.7 Multiple Dog Policy – insert table as per Council Resolution 150213 (ref N131131)
2	19 June 2013	10.8 Smoke-Free Outdoor Areas inserted as per Council resolution 030613 (ref N131227)
2	18 September 2013	4.3 Elected Members’ Fees, Allowances, Reimbursements and Benefits as per Council resolution 130913 (ref N131297)
2	20 November 2013	2.13 Rating Policy relating to change in predominant use of rural land as per Council resolution 071113 (N131321)
3	20 August 2014	2.14 Regional Price Preference Policy as per Council resolution 090814 (ref N1452223)
3	15 October 2014	2.15 Improvements to Council Properties by External Groups as per Council resolution 111014 (ref N141505)
4	16 September 2015	6.2 Education Scholarship Award as per Council resolution 080915 (ref N1564116)
4	28 October 2015	2.12 Purchasing updated as per Council resolution 131015 (ref N151691)
4	20 July 2016	2.7 Significant Accounting Policies as per Council resolution 160716 (ref N161850)
4	20 July 2016	6.2 Education Scholarship Award as per Council resolution 180716 (ref N161852)
4	21 September 2016	6.6 Community Bus Transport Service (ref N161887)
4	26 October 2016	Memo – Amendments to Register of Policies (ref N1677356)
4	15 March 2017	1.2 Use of Civic Centre – Council Chambers (ref N171976)
4	15 March 2017	6.1 Australia Day Awards (ref N171975)
4	19 April 2017	1.14 Smoking, Other Drugs and Alcohol (ref N171993)
4	17 May 2017	4.6 Agenda Forums (ref N172003)
4	17 May 2017	1.19 OSH Fleet Safety and Motor Vehicle Guidelines (ref N172004)
4	19 July 2017	4.3 Elected Members’ Fees, Allowances, Reimbursement and Benefits (ref N172038)
4	18 October 2017	4.7 Mobile Computing Devices and Electronic Agendas (ref N172061)
4	18 October 2017	3.18 Use of Council Vehicles (ref N172062)
4	7 February 2018	Memo – Amendment to Policy 6.4 Financial Assistance Grant Scheme (ref N1892558)
4	15 February 2018	Memo – Amendment to Policy 2.8 Requests for Assistance and/or Donations (ref N1892837)
4	7 August 2018	2.12 Purchasing (ref N1897968)
4	7 August 2018	1.12 Security Cameras and CCTV (ref N1898313)
4	17 October 2018	3.18 Use of Council Vehicles (ref N182194)
4	12 December 2018	10.9 Trading in Thoroughfares and Public Places (ref N182227)
4	20 March 2019	1.6 Political Electioneering Posters (ref N192271)
4	19 June 2019	6.4 Financial Assistance Grant Scheme (ref N192322)
5	19 August 2019	6.6 Chattering Community Bus Transport Service (ref N192365)
5	16 October 2019	1.20 Reimbursement of Volunteers for Damaged Personal Equipment (ref N192396)
5	20 November 2019	1.21 Recording and Access to Recordings of Council Meetings (ref N192417)
5	20 November 2019	2.16 Related Party Disclosures (ref N192418)
5	20 November 2019	3.18 Use of Council Vehicles (ref N192422)
5	20 November 2019	10.10 Temporary Accommodation During Construction of a Dwelling (ref N192407)
5	15 April 2020	2.17 Financial Hardship (ref N202501)
5	17 June 2020	1.4 – Complaints Handling (ref N202544)
5	17 June 2020	1.8 – Record Keeping (ref N202544)
5	17 June 2020	1.12 – Security Cameras and CCTV (ref N202544)
5	17 June 2020	1.5 – Execution of Documents – Deleted (ref N202544)
5	17 June 2020	1.10 – Recycled Purchasing – Deleted (ref N202544)
5	17 June 2020	1.17 – Community Engagement – Deleted (ref N202544)
5	17 June 2020	2.11 – Credit Cards (ref N202550)
5	15 July 2020	2.1 - Budget Preparation (ref N202559)
5	15 July 2020	3.1 – Code of Conduct – Employees, Volunteers and Contractors (ref N202559)



AMENDMENTS		
Document Version	Date of Amendment	Amendment details
5	15 July 2020	3.7 – Staff Housing (ref N202559)
5	15 July 2020	3.18 – Use of Council Vehicles (ref N202559)
5	15 July 2020	3.19 – Social Media (ref N202559)
5	15 July 2020	2.7 – Significant Accounting Policies - Deleted (ref N202559)
5	15 July 2020	2.10 – Cheque Signatory/ EFT Requirements - Deleted (ref N202559)
5	15 July 2020	4.8 – Gifts, Benefits, Hospitality and Attendance at Events (ref N202560)
5	15 July 2020	3.18 – Use of Council Vehicles (ref N202570 & N202571)
5	15 August 2020	7.4 – Roadside Burning (ref N202580)
5	15 August 2020	4.9 – Notices of Motion (ref N202587)
5	16 September 2020	4.1 – Code of Conduct (ref N202604)
5	16 September 2020	4.2 – Informal Petitions to Council (ref N202604)
5	16 September 2020	4.3 – Elected Members – Entitlements and Training (ref N202604)
5	16 September 2020	4.6 – Agenda Forums (ref N202604)
5	16 September 2020	4.7 – Elected Members – Mobile Computing Devices and Electronic Agendas – Deleted (ref N202604)
5	21 October 2020	3.14 - Appointment of an Acting Chief Executive Officer (ref N202627)
5	12 November 20	6.1 – Australia Day Awards (ref N202659)
5	12 November 20	7.5 – Road Maintenance (ref N202659)
5	12 November 20	9.5 – Road Names (ref N202659)
5	12 November 20	7.6 – Heavy vehicle Access – Deleted - (ref N202659)



## 10.2 Bush Fire Control

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<b>Policy Owner:</b>	Development Services
<b>Person Responsible:</b>	Chief Bush Fire Control Officer Community Emergency Services Manager Ranger
<b>Date of Approval:</b>	November 2005
<b>Amended:</b>	17 June 2015

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### Objective

- To minimise the risk of out of control fires
- To minimise damage from fires
- To control burning within the Shire
- To ensure fire fighters receive adequate training
- To carry out the Shire's statutory obligations under the **Bush Fires Act 1954**

### Policy

The Council of the Shire of Chittering is to establish and maintain a Bush Fire Organisation in accordance with the **Bush Fires Act 1954** to provide adequate fire protection to those areas of the local government within the bush fire district and to carry out an ongoing program of hazard reduction having due regard at all times for the preservation of the natural environment.

### Harvesting, Movement of Machinery and Burning

The Shire of Chittering will not permit harvesting operations including stubble processing:

- when the Shire has declared a Harvest and Vehicle Movement Ban including any hot works activities, or
- on Christmas Day, Boxing Day and New Year's Day.

The Shire of Chittering **will permit** harvesting operations including stubble processing during the Restricted and Prohibited period (including on Sundays and public holidays) on the following conditions:

- The Local Fire Control Officer is notified.
- That a fully operational fire-fighting unit (inclusive of associated pump, hose system and a minimum of 600 litres of water is present at all times.
- Two able-bodied adult people are to be present during the harvesting operations; only one of whom may be harvesting.

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## 10.7 Multiple Dogs

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<b>Policy Owner:</b>	Executive Manager Development Services
<b>Person Responsible:</b>	Ranger
<b>Date of Approval:</b>	21 November 2012
<b>Amended:</b>	20 February 2013

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### Objective

To provide a consistent approach for the assessment on the number of dogs above the prescribed approval on properties within the Shire of Chittering.

### Statement

The Multiple Dogs Policy ensures alignment with the Shire of Chittering **Dog Local Law 2011**, section 3.2(2) which allows for:

- (a) *Two dogs over the age of 3 months and the young of those dogs under that age if the premises are situated within a townsite, small rural holding, rural retreat or rural residential;*  
*or*
- (b) *Three dogs over the age of 3 months and the young of those dogs under that age if the premises are situated outside a townsite, small rural holding, rural retreat or rural residential.*

Residents wishing to register additional dogs are to submit to the Shire of Chittering an “Application for Exemptions on Limitations of Number of Dogs” form, and enclose the additional dog application fee (which is non-refundable) and is prescribed in the Shire of Chittering’s Fees and Charges.

### Procedures

In determining the application the following procedures will need to be undertaken by the Ranger Services:

1. All adjoining and adjacent landowners are to be notified in writing for the opportunity to make comment to support or object to the application within a period of 21 days from the date of the letter.
2. The Council Ranger to attend the property and undertake a complete dog welfare assessment, a fencing assessment and a report prepared by the investigating officer of his findings.
3. The Council Ranger to contact and interview any landowners who have made comments to ascertain their objection is justified and of a reasonable nature.
4. Upon closure of the 21 days period for part (1), and completion of part (2) and (3), Council will be advised of the application including all submissions for its determination.

The Chief Executive Officer has delegated authority on additional dog applications; however if an application has significant issues with neighbouring properties a report will be prepared for Council's decision.

DRAFT

## References:

- *Shire of Chittering Dog Local Law 2011, clause 3.2(2)*
- *Dog Act 1976, section 26(3)*
- *Local Government Act 1995, sections 5.18, 5.42 and 5.46(1)*

## 10.4 Clearing of Land

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<b>Policy Owner:</b>	Development Services
<b>Person Responsible:</b>	Executive Manager Development Services Senior Planning Officer
<b>Date of Approval:</b>	November 2005
<b>Amended:</b>	

---

### Objective

This policy is to provide guidelines in dealing with land clearing.

### Statement

Any application for clearing of land within the district shall be forwarded to Department of Environment Regulation (DER) and Department of Agriculture and Food WA (DAFWA) for a departmental response.

Council does not support any unauthorised clearing of land within the Chittering District. Any unauthorised clearing reported to the Shire is to be reported to the appropriate authorities.

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## 10.8 Smoke-Free Outdoor Areas

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**Policy Owner:** Executive Manager Development Services  
**Person Responsible:** Principal Environmental Health Officer  
**Date of Approval:** 19 June 2013  
**Amended:**

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### Objective

The objectives of the Shire of Chittering in banning smoking in various Shire areas not covered by legislation are to:

- Improve the health of community members;
- Improve public amenity and maintenance of Shire property;
- Raise community awareness of issues associated with smoking;
- Provide community leadership in taking measures to protect the health and social wellbeing of the community;
- Minimise cigarette butt pollution on Shire owned properties.

### Policy

1. Smoking is banned within the following outdoor public areas:
  - (a) On all playing fields and sporting grounds including peripheral seating and standing observation areas;
  - (b) Within five metres of entrances/exits to buildings including covered areas of those buildings such as verandas and patios;
  - (c) Within 10 metres of air conditioning units;
  - (d) Within Shire carparks;
  - (e) In all Shire parks and reserves;Unless in designated outdoor smoking areas.
2. In Shire owned leased premises the location of designated outdoor smoking areas must be agreed between the Shire (owner) and the lessee of the premises.
3. Designated outdoor smoking areas are to be appropriately signed with “SMOKING AREA” signs and include sufficient cigarette butt disposal bins.
4. Outdoor areas where the public tend to congregate are to be signed with “NO SMOKING AREA” signs.
5. The Shire is responsible for the provision of signs for smoking and non-smoking areas and cigarette butt disposal bins in public places.

- 
6. It will be the responsibility of the lessee for emptying and cleaning of cigarette butt disposal bins within the leased area.
  7. It will be the Shire's responsibility for emptying and cleaning of cigarette butt disposal bins within Shire managed land.
  8. The Shire will not be responsible for monitoring or enforcement action related to non-compliance with this policy.

Suite 2, Ground Floor  
1 Havelock Street  
West Perth WA 6005

PO Box 7432  
Cloisters Square  
Perth  
Western Australia 6850

**+61 8 9200 4900** T  
**+61 8 9200 4901** F  
admin@civiclegal.com.au

Ref:GEO:MR:151102

**LICENCE AGREEMENT**  
PORTION OF RESERVE 24724  
(Lot 149 on Deposited Plan 195016)

**SHIRE OF CHITTERING**  
("Licensor")

AND

**SOUTH MIDLANDS POLOCROSSE CLUB INCORPORATED**  
("Licensee")

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"Commencement Date" means the commencement date of this Licence specified in item 2 of the Schedule;

"Dangerous Substances" means those substances which have an immediate physical or chemical effect such as fire, explosion, corrosion or poisoning, affecting property, the environment or persons;

"Emergency" means a sudden serious and dangerous event or situation which needs immediate action;

"Emergency Use" means the Licensor's use of the Licensed Area and the Facilities during an Emergency;

"End Date" means the end date of this Licence specified in item 3 of the Schedule;

"Facilities" means the building on the Licensed Area and all fixtures and fittings identified in Annexure C;

"Hazardous Substances" means those substances which have the potential to have a deleterious effect on human health, either immediately or in the long term;

"Land" means the land described in item 4(a) of the Schedule;

"Laws" means all statutes, rules, regulations, proclamations, ordinances, local laws, and by-laws present or future and includes applicable Australian Standards and Codes of Practice;

"Licence" means this agreement and the Schedule and, where applicable, any appendices, plans or other attachments to this agreement as amended from time to time;

"Licence Fee" means the annual licence fee specified in item 5 of the Schedule and payable pursuant to clause 3;

"Licensed Area" means that part of the Land described in item 4(b) of the Schedule;

"Licensee's Obligations" means each covenant, obligation and duty contained or implied in this Licence or required by law to be performed by the Licensee or any Authorised Persons;

"Licensee's Property" means all vehicles, animals, plant and equipment and any other chattel or fixture belonging to the Licensee or brought onto the Licensed Area by the Licensee;

"Licensor's Rights" means the rights of the Licensor under this Licence or implied by law, including without limitation the benefit of the Licensee's Obligations;

"Licence Period" means the term of this Licence specified in item 6 of the Schedule;

"Management Order" means Management Order H716518;

“Minister” means the Minister for Lands, a body corporate under section 7 of the *Land Administration Act 1997* (WA);

“Party” and “Parties” or “party” and “parties” mean respectively a party or parties to this Licence;

“Relevant Authority” means any government, statutory, public or other authority or body having jurisdiction over the Land or any matter or thing relating to the Land;

“Requirements” means any requirements, notices, orders or directions of any Relevant Authority;

“Schedule” means the schedule to this Licence;

“State” means the State of Western Australia;

“Termination” means the expiry of the Licence Period by effluxion of time or by termination in accordance with this Licence;

“Users” means the Licensee, or any other licensee or other person with a right to use any part of the Land from time to time;

“User Group” means any group comprising any or all of the Users; and

“Written Law” has the same meaning given to that term in the *Interpretation Act 1984* (WA).

## 1.2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and the converse.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause, annexure or schedule is a reference to a clause of, or annexure or schedule to, this Licence.
- (f) A reference to a party to this Licence or another licence or document includes the party’s successors and permitted substitutes or assigns.
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (h) If two (2) or more persons by this Licence undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound both jointly and jointly and severally.

- (i) Where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day.
- (j) All references to monetary amounts are references to Australian dollars unless stated otherwise.
- (k) a reference to:
  - (i) a right includes a benefit, remedy, discretion, authority or power;
  - (ii) an obligation includes a warranty or representation;
  - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (iv) provisions or terms of this Licence include a reference to both express and implied provisions or terms;
  - (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions;
  - (vi) signature and signing includes due execution by a corporation or other relevant entity;
  - (vii) a month means a calendar month;
  - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
  - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise.
- (l) Each paragraph or sub-paragraph in a list is to be read independently from the others in that list.
- (m) No rule of construction of documents shall apply to the disadvantage of a Party, on the basis that that Party put forward this document or any relevant part of it.
- (n) “Including” and similar expressions are not words of limitation.
- (o) A covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally.
- (p) A reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body.
- (q) Unless repugnant to the context, a covenant by a Party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Party is liable for all acts or omissions of an Authorised Person.

- (r) A general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing.
- (s) Derivatives of a word or expression defined in clause 1.1 have a corresponding meaning to that assigned to it in that clause.
- (t) A reference to “Licensor” is a reference to the Shire of Chittering only in its capacity as the responsible management body for the Land under the Management Order and not in its capacity as a Relevant Authority, and is separate and distinct from its capacity as a Relevant Authority.
- (u) Covenants implied by Law are not incorporated into this Licence, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

## 2. Licence

### 2.1. Grant and Licence Period

The Licensor hereby grants to the Licensee the full liberty and licence during the Licence Period to use the Licensed Area for the Authorised Use together with all ancillary rights (in common with any other persons authorised by the Licensor) of ingress to and egress from the Licensed Area subject to the terms and conditions in this Licence.

### 2.2. Limit of Licensor's liability

- (a) The Licensee acknowledges and agrees that:
  - (i) all the Licensee's Property in or on the Land and the Licensed Area shall be at the sole risk of the Licensee during the Licence Period and the Licensor shall not be liable for any claim, loss or damage that the Licensee may suffer for any reason;
  - (ii) the Licensor gives no warranty as to the use to which the Licensed Area may be put; and
  - (iii) the Licensee has not relied on any representation or warranty of the Licensor in entering into this Licence and, for this purpose, the Licensee acknowledges that the Licensee has relied on the Licensee's own skill and judgment and has made the Licensee's own enquiries in determining the suitability of the Licensed Area for the Authorised Use.
- (b) The Licensor is not liable to the Licensee and the Licensee will not make a claim against the Licensor in respect of any liability resulting from any accident, death, injury, damage to any property or other event of any kind in or affecting the Licensed Area or the Land.
- (c) The Licensee agrees that the Licensee's non-exclusive right to use the Licensed Area is subject to the rights of other Users.
- (d) Unless this Licence provides otherwise, whenever the Licensee is obligated or required by this Licence to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Licensee.

2.3. Pre-Conditions to Use of the Licensed Area

No person shall use the Licensed Area for any activity pursuant to this Licence until a fully executed copy of this Licence and proof of public liability insurance have been received by the Licensor and the Licence Fee has been paid.

2.4. No Interest in the Land

- (a) The rights and privileges conferred by this Licence on the Licensee rest in contract only and nothing in this Licence shall be construed as creating a tenancy, or conferring on the Licensee any estate or interest in the Land nor any right of exclusive occupation of the Licensed Area.
- (b) Nothing in this Licence shall be construed as restricting or in any way interfering with the right of the Licensor and all persons authorised by it to enter use and maintain the Land for any purpose whatsoever.
- (c) The Licensor may exercise its rights under clause 2.4(b) without fee or impediment from the Licensee.
- (d) Without limiting the application of clause 2.4(c) in any way, the Licensor reserves the right to use the Land and Licensed Area, during an Emergency and without notice, for purposes including but not limited to providing or facilitating any emergency, heliport or evacuation centre services.
- (e) The Licensor will make good the Land and Licensed Area as soon as practicable after the completion of any Emergency Use under clause 2.4(d).

2.5. No Partnership, Agency or Employment Relationship

- (a) The relationship between the Parties is that of licensor and licensee.
- (b) Nothing in this Licence shall be construed as creating a joint venture, partnership, agency, employment relationship, or taxable entity between the Parties.
- (c) Neither Party shall have the right, power, or authority to create any obligation or duty on behalf of the other Party.

2.6. Minister Approval Condition

This Licence is subject to and expressly conditional upon the Minister providing its written consent pursuant to the Management Order and the *Land Administration Act 1997 (WA)*.

2.7. Discretion of the Licensor in its capacity as a Relevant Authority

The Parties agree and acknowledge that nothing in this Licence shall fetter or be construed as an attempt to fetter the discretion or the powers of the Licensor in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Licensor in its capacity as a Relevant Authority with regard to the approval or imposition of conditions on any approval required for the use of the Licensed Area or the Land in accordance with this Licence.

2.8. Reservation of Licensor's Rights

- (a) The Licensor reserves all of its powers and rights as the responsible management body for the Land under the Management Order.
- (b) Nothing in this Licence in any way limits the Licensor's power and rights pursuant to the Management Order.

3. Licence Fee

The Licensee shall pay the Licence Fee as directed by the Licensor.

4. Licensee Covenants

The Licensee covenants with the Licensor as follows:

4.1. Use

The Licensee must not use or permit the Licensed Area to be used for any purpose other than the Authorised Use.

4.2. Improvements and Additions

The Licensee must not erect, construct, build, install or bring any buildings or structures onto the Licensed Area or make any other alterations, additions or improvements to the Licensed Area without the Licensor's prior written consent.

4.3. Maintenance

The Licensee must:

- (a) maintain the Licensed Area in a good condition and state of repair;
- (b) promptly repair any damage to the Licensed Area or to the Land for which the Licensee is responsible to the satisfaction of the Licensor;
- (c) keep the Licensed Area and the adjoining area of the Land clean and free from rubbish; and
- (d) not do or omit to do anything which might cause the Licensed Area to deteriorate or become impaired, or to be obstructed or otherwise to be in a condition other than a good and accessible condition.

4.4. Report to Licensor

The Licensee shall report promptly to the Licensor in writing:

- (a) all damage or defects in the Licensed Area and the Land of which the Licensee is or ought to be aware;
- (b) any notice or order received from any court relating to the Licensed Area and the Licensee's Property; and
- (c) any circumstances likely to be a danger or cause any damage or danger to the Land, the Licensed Area or the Licensee's Property or any person in or on the Land and the Licensed Area of which the Licensee is aware.

4.5. Nuisance

- (a) The Licensee must take all reasonable precautions against the outbreak of fire on the Licensed Area and the Land.
- (b) The Licensee shall not do or permit anything to be done on or in relation to the Land, which may be or may become a danger or a nuisance to the Licensor or other persons authorised by the Licensor to enter or use the Land or to the owner or occupier of any adjoining or nearby land.

4.6. Unlawful Activities

The Licensee must not do or carry on in the Licensed Area any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Licensor or to other areas of the Land or to the owners or occupiers of any nearby properties.

4.7. Rubbish

The Licensee must not:

- (a) place any rubbish on or in any part of the Licensed Area; or
- (b) burn any rubbish in or on the Licensed Area.

4.8. Storage of Substances

The Licensee must not store or permit to be stored any Hazardous Substances or Dangerous Substances in or on the Land or the Licensed Area.

5. Assignment

The Licensee shall not transfer or assign or sub-licence any of its rights under this Licence except with the prior written consent of the Licensor.

6. Insurance

6.1 The Licensee shall effect policies of insurance in respect of:

- (a) employers' indemnity insurance including worker's compensation insurance in respect of all the Licensee's employees working on or about the Licensed Area;
- (b) public liability insurance for a minimum amount of twenty million dollars (\$20,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Licensor; and
- (c) any other matter or thing which the Licensor reasonably requires by notice to the Licensee.

6.2 The Licensee shall:

- (a) supply to the Licensor current details of all insurance policies effected in accordance with clause 6.1, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time; and



- (b) not without the Licensor's prior consent, alter the terms or conditions of any such policy.

6.3 The Licensee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Licence or in respect of the Licensed Area becoming void or voidable or which might increase the premium on any policy.

## 7. **Indemnity**

The Licensee will at all times be responsible for any vehicle, animal, plant, equipment, building or structure which the Licensee or any Authorised Person may cause or allow to be brought, placed or erected upon the Land.

## 8. **Comply with Laws**

8.1 The Licensee will in exercising its rights pursuant to this Licence promptly observe and comply with:

- (a) all Laws;
- (b) all Requirements; and
- (c) all rules directions and orders;

relating to or affecting the Licensed Area, the Licensee's Property or the Authorised Use.

8.2 The Licensee will comply with the provisions of and give all notices required by and cause any Authorised Person to comply with any Laws relating to the Licensed Area PROVIDED THAT this covenant shall not require or permit the Licensee to make any alterations to any building or fitting, fixture or structure on or in any part of the Licensed Area without the prior written approval of the Licensor.

8.3 The Licensee will comply with and cause to be complied with all lawful Licensor directions, rules and by-laws regarding the Licensed Area and the Authorised Use thereof concerning the Licensee's exercise of its rights pursuant to this Licence.

## 9. **Right to Access**

9.1 The Licensor and any person authorised by the Licensor may enter upon the Licensed Area at all reasonable times for any purpose authorised by the Licensor.

9.2 The Licensor, and any person authorised by the Licensor, may enter the Licensed Area at all reasonable times to view the state and condition of the Licensed Area and to examine whether the Licensee has performed the covenants contained in this Licence. If it is thought appropriate, the Licensor, and any person authorised by the Licensor, can leave a written notice requiring the Licensee to make good any damage or neglect incurred by the Licensee to the Licensed Area.

9.3 Should the Licensee default in the performance of any of the Licensee's Obligations, the Licensor may do all such acts and things and pay all such monies as are necessary or desirable to secure faithful performance of any covenant in question. This may be performed by the Licensor or its agents,

who may enter upon the Licensed Area with or without workmen and carry out such work and improvements, and make and effect the repairs relating to the default of the Licensee. The cost of such work, improvements and repairs shall be a debt due from the Licensee to the Licensor payable on demand.

10. **Suspension of Rights**

Without prejudice to any such rights of the Licensor, if and whenever during the Licence Period there shall be a breach or non-observance by the Licensee of any of the Licensee's Obligations, the Licensor may by giving not less than five (5) Business Days' notice in writing to the Licensee withdraw the rights and privileges granted by this Licence and the Licensee shall forthwith upon receipt of such notice remove from the Land all vehicles, animals, buildings and plant and equipment which it has placed or caused or permitted to be placed on the Land.

11. **Default & Termination**

The Licensor is entitled to give the Licensee notice of termination of this Licence and notice of the right to exclude the Licensee from access to the Licensed Area if the events of default are as follows:

- 11.1 if the Licensee fails to perform or observe any covenant or condition of this Licence and notice is given by the Licensor to the Licensee in writing requiring the Licensee to remedy the default within fourteen (14) Business Days and the Licensee fails to remedy the complaint or default within the fourteen (14) Business Days' period specified in that notice;
- 11.2 a person is appointed under any Written Law to manage any part of the Licensee's affairs; or
- 11.3 the Licensee ceases to use the Licensed Area for the Authorised Use.
- 11.4 This Licence may be revoked or suspended by the Licensor in the event of the Licensee's failure to remedy a material breach of or default under this Licence. Upon revocation, all rights to use the Licensed Area shall cease and no compensation will be payable by the Licensor to the Licensee.

12. **Termination**

12.1 **Yield up Licensed Area**

On Termination, the Licensee shall ensure that the Licensed Area is in a condition consistent with the compliance of the Licensee's Obligations during the Licence Period.

12.2 **Remove Licensee's Property**

The Licensee shall:

- (a) prior to Termination or on the termination of any period of holding over, remove from the Licensed Area all of the Licensee's Property and any other property and any fixtures which the Licensor requires to be removed, including any fixtures and fittings identified in Annexure C, and make good any damage caused to the Licensed Area by the removal of such property and fixtures; and

- (b) submit details of the proposed removal works for the Licensor's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Licence, on or prior to that sooner determination.

#### 12.3 Making Good of Licensed Area on Termination

Subject to clause 12.2, the Licensee shall, unless the Licensor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good and rehabilitate the Licensed Area and every other part of the Land affected by the Licensee's use of the Licensed Area.

#### 12.4 Licensor Can Make Good

If the Licensee does not comply with the obligation to make good as set out in clause 12.3, the Licensee shall pay the Licensor within ten (10) Business Days after the Licensor requests payment, any costs reasonably incurred by the Licensor to make good and rehabilitate the Licensed Area and any other part of the Land affected by the Licensee's use of the Licensed Area. The obligation to pay those costs does not limit any other rights of the Licensor in relation to the Licensee's default.

#### 12.5 Dealing with Licensee's Property not removed at Termination

The Licensor has the following rights in respect of any of the Licensee's Property, which is not removed at Termination:

- (a) to demolish and/or dispose of any or all of the Licensee's Property or remove and store it in an alternative premises at the Licensee's cost;
- (b) to sell and/or dispose of any or all of the Licensee's Property and use any or all of the proceeds of sale to pay any money that is payable under this Licence; or
- (c) to elect that any or all of the Licensee's Property is the absolute property of the Licensor and to deal with it as the Licensor sees fit;

and the Licensee shall indemnify the Licensor in respect of any loss or damage suffered by the Licensor as a result of:

- (d) the Licensee failing to remove all of the Licensee's Property by Termination; or
- (e) any claim against the Licensor by any person by reason of the exercise by the Licensor of its rights under this clause 12.5.

### 13. Dispute Resolution

- 13.1 Should any dispute or difference arise (**Dispute**) between the Licensor and the Licensee in connection with this Licence then either party shall give written notice to the other of the existence of any such Dispute and such notice must provide sufficient detail to identify the cause and nature of the Dispute (**Dispute Notice**).

*Good Faith Meeting*

- 13.2 Within fourteen (14) Business Days of receipt of a Dispute Notice, the Licensor and the Licensee agree that a representative of the Licensor and a representative of the Licensee must liaise with each other to resolve the Dispute in good faith and acting reasonably.
- 13.3 Both parties are committed to use their reasonable endeavours to resolve any Dispute under this clause without first resorting to termination of this Licence or litigation.
- 13.4 If the parties fail to resolve a Dispute under this clause, the parties will submit the Dispute to mediation with a Resolution Institute accredited mediator (**Mediator**).

*Mediation*

- 13.5 The mediation must be conducted on the following terms:
- (a) the Mediator will assist the parties to explore the options for and, if possible, achieve expeditious resolution of the Dispute by agreement;
  - (b) the Mediator will not make decisions for a party or impose a solution on the parties;
  - (c) the Mediator will not obtain from any independent person advice or an opinion as to any aspect of the Dispute unless:
    - (i) the Mediator is requested in writing by both parties to do so;
    - (ii) both parties have agreed upon the identity of the independent person to give such advice or opinion; and
    - (iii) both parties have agreed on who will be responsible to pay for the costs or fees in relation to the advice provided by the independent person;
  - (d) both parties will co-operate in good faith with the Mediator and each other during the mediation;
  - (e) each party will use its reasonable endeavours to comply with reasonable requests made by the Mediator to promote the efficient and expeditious resolution of the Dispute;
  - (f) the mediation, including all preliminary steps, shall be conducted in such manner as the Mediator considers appropriate having regard to the nature and circumstances of the Dispute, the agreed goal of an efficient and expeditious resolution to the Dispute and, to the extent that the Mediator may deem appropriate, to the view of each party as to the conduct of the mediation;
  - (g) the proceedings, discussions and all documents created during the course of the mediation and all things said or disclosed during the course of the mediation shall be privileged and shall be for the purposes of any future matters or actions between the parties without prejudice save to the extent that the parties shall reach an enforceable agreement;

- (h) if, after consultation with the parties, the Mediator forms the view that the Mediator will be unable to assist the parties to achieve resolution of a Dispute, the Mediator may immediately terminate its engagement as mediator by giving written notice to the parties of that termination, upon which, the Mediator's role shall cease;
- (i) the mediation shall be terminated immediately upon the earlier of:
  - (i) execution of a settlement agreement in respect of the Dispute; and
  - (ii) ten (10) Business Days after the appointment of the Mediator; and
- (j) the costs of the mediation shall, unless otherwise agreed by the parties, be paid equally by the Licensee and the Licensor.

14. **Option of Renewal**

If (and only if) no earlier than six (6) months or no later than three (3) months before the date of Termination, the Licensee gives notice to the Licensor that the Licensee wishes to extend this Licence after the date of Termination then this Licence may be extended for such period and on such terms as are agreed between the parties in a duly executed deed.

15. **Extension beyond Termination Date**

In the event of the Licensee continuing in occupation of the Land after the expiration of the Licence Period without any demand in writing for possession thereof having been made by the Licensor, the Licensed Area shall be held by the Licensee under a Licence determinable at any time by fourteen (14) Business Days' notice in writing given by either Party to the other and upon the same terms and conditions as are herein contained so far as the same can be applied to a periodic licence.

16. **Notices**

Any notice or other communication given under this Licence:

- (a) must be in writing;
- (b) may be served by:
  - (i) delivering it to that person personally; or
  - (ii) addressing it to that person and leaving it or posting it to:
    - (A) the address of that person appearing in this Licence;
    - (B) that person's usual or last known place of residence;
    - (C) that person's usual or last known place of business;
    - (D) where that person is a corporation, its registered office or principal place of business; or
    - (E) any other address nominated by that person by notice to the person giving the notice;

- (iii) sending an email or facsimile transmission to the recipient's email address or facsimile number nominated by that person by notice to the person giving the notice; and
- (c) will be deemed to be given or made:
  - (i) in the case of personal delivery, when delivered;
  - (ii) in the case of service by leaving the notice at an address specified in paragraph (b), when left at that address unless the time of leaving a notice in the place in which it is left is not on a Business Day or is after 5 p.m. in the afternoon on a Business Day, when it will be deemed to be given or made on the next following Business Day in that place;
  - (iii) in the case of service by post, on the sixth (6) Business Day following the date of posting; and
  - (iv) in the case of email or facsimile when despatched, unless the time of dispatch in the place to which it is sent is not a Business Day or is after 5 p.m. in the afternoon on a Business Day, when it will be deemed to be given or made on the next following Business Day in that place; and
- (d) may be signed by the Party giving the notice or a solicitor or agent of that Party.

## 17. Costs

- 17.1. The Licensor agrees to pay the costs associated with the preparation and execution of this Licence.
- 17.2. The Licensee must pay to the Licensor, or as the Licensor directs, all the Licensor's costs, charges and expenses in connection with:
  - (a) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Licence, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under section 81 of the *Property Law Act 1969* (WA);
  - (b) any inspection or report concerning the Licensed Area and the Licensee's Property;
  - (c) any breach of the Licensee's Obligations;
  - (d) any work done at the request of the Licensee;
  - (e) the exercise or attempted exercise of the Licensor's Rights; and
  - (f) any action, suit or proceeding to which the Licensor is joined as a party as a result of the Licensee's occupation of the Licensed Area and the Licensee's Property, and

such costs, charges and expenses include, but are not limited to:

- (g) taxes and fees and fines and penalties which may be payable in connection with this Licence;
- (h) all legal costs and expenses on a full indemnity basis; and

- (i) all interest which the Licensor is entitled to claim.

18. **Special Conditions**

Any special conditions stipulated in item 7 of the Schedule shall form part of this Licence and in the event that such special conditions are inconsistent with the terms of this Licence, then the special conditions shall prevail to the extent of such inconsistency.

19. **Miscellaneous**

19.1 **Licensee not to permit prohibited matters**

If, under this Licence, the Licensee is required to do or is prohibited from doing any act, matter or thing the Licensee must also ensure that the Authorised Persons comply with that requirement or prohibition.

19.2 **Cost of Complying with Obligations**

Unless otherwise stated in this Licence, the Licensee must pay the cost of performing or complying with each of the Licensee's Obligations.

19.3 **Licensor's consent**

The Licensor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Licence without giving any reasons for refusal of consent or approval.

19.4 **Proper Law and Jurisdiction**

This Licence is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia, and the Parties consent to the jurisdiction of the courts of Western Australia.

19.5 **Time for payment**

Any amount payable by the Licensee to the Licensor unless otherwise specified must be paid to the Licensor within fourteen (14) Business Days after the Licensor gives a notice to the Licensee requiring payment.

19.6 **Time of the essence**

Time shall be of the essence in all respects.

19.7 **Exercise of rights by Licensor**

The Licensor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Licensor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and

- (d) any demand made shall not in any way be deemed to constitute a waiver by the Licensor of any breach or non-observance of a Licensee's Obligation and shall not prejudice any other right of the Licensor in relation to such breach.

19.8 Licensor may act by agent

All acts and things which may be done by the Licensor may be done by a solicitor, agent, employee or contractor of the Licensor.

19.9 Variation

This Licence may not be varied except in writing signed by all of the Parties.

19.10 No moratorium

The provisions of any Law which extends a date for paying money under this Licence or which abrogates, nullifies, postpones or otherwise affects any provision in this Licence shall not apply to limit the terms of this Licence.

19.11 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this Licence.

19.12 Effect of execution

This Licence binds each person who executes it notwithstanding the failure by any other person to execute it.

19.13 Severance

If any part of this Licence is or becomes unenforceable or void or voidable, that part will be severed from this Licence and those parts that are unaffected shall continue to have full force and effect.

19.14 Goods and services tax

- (a) In this Licence:

"GST" means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"GST Law" has the same meanings as in the GST Act; and

"Tax Invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.



- (c) The Licence Fee and other moneys payable under this Licence have been calculated without regard to GST, and the Licensor and the Licensee agree that the Licensor shall be entitled to charge an additional amount if the Licensor becomes subject to GST as a result of the grant of this Licence or any supply to the Licensee under or in connection with this Licence, and the following provisions shall apply:
- (i) the Licensee must do everything reasonably requested by the Licensor to ensure this Licence is treated as taxable for the purposes of the GST, the Licensee must pay the GST to the Licensor at the same time as the payment to which the GST relates, and the Licence Fee and other amounts payable under this Licence are exclusive of GST;
  - (ii) the Licensee must pay to the Licensor on demand any GST charged on goods and services acquired or payable or paid by the Licensor in connection with this Licence or the Licensed Area, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Licence Fee; and
  - (iii) where the liability of the Licensee under this Clause cannot be separately determined, the Licensee must pay to the Licensor on demand an amount which is equal to the Licensee's proportion of the relevant GST.

#### 19.15 Entire Agreement

This Licence constitutes the entire agreement between the Parties and contains all the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Licence. This Licence supersedes all previous correspondence or documentation relating to the Licensee's interest (if any) in the Licensed Area.

#### 19.16 Termination

The Termination of this Licence does not affect the Licensee's obligation to pay any money which is payable or to do any act which is required to be done after Termination as provided by this Licence.

## SCHEDULE

**Item 1**      **Authorised Use**

A right to access and egress from the Land using only the Licensed Area for recreational pursuits, including polocrosse and associated activities.

**Item 2**      **Commencement Date**

This Licence commences on the date it has been executed by all of the Parties.

**Item 3**      **End Date**

The date that is five (5) years after the Commencement Date.

**Item 4**      **Land and Licensed Area**(a) Land

Reserve 24724, which is more particularly described as Lot 149 on Deposited Plan 195016 being the whole of the land comprised in Certificate of Crown Land Title Volume LR3118 Folio 356.

(b) Licensed Area

That part of the Land which is depicted on the plan in Annexure "B" to this Licence.

**Item 5**      **Licence Fee**

The Licence Fee will be determined annually by Council as part of its annual budget considerations, and will be exclusive of GST. For these purposes, the Licensee will be regarded as an 'annual user' as defined in the Annual Service Agreement referred to in special condition 7.8 of this Schedule.

**Item 6**      **Licence Period**

The Licence shall be for the period of five (5) years commencing on the Commencement Date and expiring on the End Date.

**Item 7**      **Special Conditions**7.1. Outgoings

The Licensee must pay:

- (a) all water rates and taxes levied or imposed in respect of the Land in the amounts that are proportionate to the Licensee's use of the Licensed Area; and
- (b) all other consumption charges or costs or statutory imposts payable by reason of the Licensee's use and occupation of the Licensed Area, including without limitation all costs for electricity, gas, telephone and water usage.

## 7.2. Maintenance and Repair

- (a) Without limiting the generality of clause 4, the Licensee must:
  - (i) control and maintain any livestock brought onto the Land during the Licence Period; and
  - (ii) comply with the Licensor's requirements from time to time with respect to hazard reduction and/or fire breaks, as ordered under section 33 of the *Bush Fires Act 1954* (WA).
- (b) The Licensee is responsible for:
  - (i) the day-to-day maintenance of the Licensed Area and the Facilities; and
  - (ii) the service and repair of the Septic and ATU system, and providing proof of such service and repair works to the Licensor when requested by the Licensor to do so.
- (c) As part of its annual budget considerations, the Licensor will consider major replacement or repairs to any fixtures and fittings on the Licensed Area that are owned by the Licensor, including those identified in Annexure C.
- (d) Maintenance items not listed in this item 7.2 will be included in and dealt with in accordance with the Annual Service Agreement referred to in item 7.8.

## 7.3. Natural Disaster Insurance

In addition to the insurance provisions set out in clause 6, the Licensee and the Licensor covenant and agree that:

- (a) the Licensee must insure and keep insured the fixtures, fittings and contents of the Licensed Area against loss or damage caused by livestock, fire, storm, tempest and other usual risks; and
- (b) the Licensor will meet the costs of insuring the buildings on the Licensed Area as a contribution towards the operation of those buildings and, where a claim has been met by the Licensor's insurers, the Licensor will cover any excesses applicable on claims for building repairs.

## 7.4. Compliance with Laws and Requirements

- (a) If the Licensee fails in any way whatsoever to comply with clause 8 of this Licence, the Licensor may take whatever steps it considers to be necessary to address that non-compliance and ensure there is full compliance with the relevant Laws, Requirements, rules, directions or orders etc.
- (b) The Licensee must repay the Licensor on demand all the costs and expenses associated with any structural alterations or

additions required to be carried out by the Licensor to the Land or Licensed Area that are attributable to:

- (i) the use and occupation of the Licensed Area or the Land by the Licensee; or
- (ii) the use and occupation of the Licensed Area or the Land by the Licensee's Authorised Persons.

7.5. Interest

Where the Licensee is required under this Licence to reimburse the Licensor for any costs or expenses incurred by the Licensor in connection with the Licensee's use and occupation of the Land or the Licensed Area, the Licensee shall on demand by the Licensor pay the Licensor interest on such amounts calculated at the rate of 7% per annum from the date that those costs and expenses are incurred until the date that the Licensee's pays the reimbursement to the Licensor.

7.6. Vegetation

The Licensee must not cause undue erosion or damage to any existing vegetation on the Licensed Area or the Land, by causing or permitting the over grazing or use of horses or other animals on the Licensed Area or the Land.

7.7. Ellen Street Drain

The Licensee undertakes not to:

- (a) prevent or obstruct the Licensor from entering upon the Land or the Licensed Area to maintain and/or inspect the Ellen Street drain; and
- (b) not do anything on the Land or Licensed Area to cause damage to the Ellen Street drain.

7.8. Reporting to the Licensor

- (a) The Licensee must enter into an Annual Service Agreement with the Licensor which will require, at a minimum, that the Licensee:
  - (i) provide the Licensor with data sheets each quarter, with such information as is specified in the Annual Service Agreement ;
  - (ii) provide the Licensor with its current contact details, including contact details for each of the Licensee's Committee Members, no later than two (2) weeks following the Licensee's Annual General Meeting, and promptly throughout the year as required;
  - (iii) participate in User Group meetings as required by the Licensor;

- (iv) provide the Licensor with any building maintenance requests and special projects, in writing, as part of a budget meeting in the quarter prior to Council budget deliberations;
  - (v) provide the Licensor with a five (5) year forward planning document outlining aims and proposed growth/sustainability activities relevant to the Licensee, the Licensed Area and the Facilities.
- (b) The Licensor will provide to the Licensee:
- (i) a building maintenance plan for each financial year no later than one (1) month following the adoption of the annual Council budget;
  - (ii) its liaison person's contact details no later than one (1) month following the annual adoption of the Council budget;
  - (iii) any in-kind support in the opinion of the Licensor that is reasonably necessary to be provided to the Licensee for the year, including, for example, maintenance of the Licensed Area and the Facilities, such as mowing and preparing the grounds for events, and waste removal.

7.9. Licensor's right to hire Facilities

The Licensor retains the right to hire the Facilities, free of charge, by prior booking with the Licensee, and the Licensor will make good the Facilities upon the completion of such use.

**EXECUTED BY THE PARTIES AS A DEED**

The COMMON SEAL of the **SHIRE OF** )  
**CHITTERING** was affixed by the authority of a )  
resolution of the Council in the presence of: )

\_\_\_\_\_  
Shire President - Signature

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Shire President - Full Name

\_\_\_\_\_  
Chief Executive Officer - Full Name

EXECUTED by and on behalf of the **SOUTH** )  
**MIDLANDS POLOCROSSE CLUB INC** by: )

\_\_\_\_\_  
Club President – Signature

\_\_\_\_\_  
Club Secretary - Signature

\_\_\_\_\_  
Club President - Full Name

\_\_\_\_\_  
Club Secretary - Full Name

**ANNEXURE "A"****SOUTH MIDLANDS POLOCROSSE CLUB – HISTORY AT SANDOWN PARK**

South Midlands Polocrosse Club was started in 1967 consisting of 17 members most of which were non playing members.

The club had no grounds so they practiced on private property until 1970 when Sandown Park was leased to the South Midlands Polocrosse Club. Initially Sandown Park was Banksia and scrub with only a football field cleared on it. The playing field was done in preparation for the Muchea Hall being relocated to Sandown Park. Strong community sentiment saw the hall retained in its original setting on Archibald Street, Muchea.

It was South Midlands Polocrosse Club founding members who cleared, burnt, pasturised and fenced Sandown Park.

In 1973 the South Midlands Pony Club was formed by some of the Polocrosse members.

The original toilet block and original shed was built by Polocrosse members who donated materials and their time. Four of those founding Polocrosse members are Life Members and one of those still plays a very active role in the club today. Founding member's children and grandchildren still play for the club today.

The facility was originally managed by the Sandown Committee, consisting of 3 Polocrosse and 3 Pony Club members. With the folding of the Pony Club, the South Midlands Polocrosse Club took over the full lease of the facility.

South Midlands Polocrosse Club has grown immensely over the past 45 years, from the original 17 members, to a current member base of 71. The majority of club members reside in the Shire of Chittering.

The club now has 7 competitive teams from A grade through to E grade as well as our Sub Junior rising stars. The Club has strong representation on a State Level as well as an Australian level with 7 members playing at the Australian Nationals in April and 6 of those members being selected in Australian squads. Our members have also played in World Cup Squads in Queensland, the UK and New Zealand, as well as Nationals representation since 1984.

South Midlands Polocrosse Club is now one of the strongest and largest clubs in WA.

**What is Polocrosse?**

Polocrosse is a combination of Polo, Lacrosse and Netball.

It is played on horseback with each rider using a cane stick, made up of a polo stick shaft to which is attached a squash racquet type head with a loose net in which the ball is carried.

The ball is made of thick-skinned sponge rubber, so when it hits you or your horse it doesn't hurt too much.

Each player is only permitted to ride one horse each tournament to play on, unlike polo where you can ride several horses.

ANNEXURE "B"

PLAN WHICH IDENTIFIES THE LICENSED AREA





**ANNEXURE "C"**

**LICENSOR'S FIXTURES AND FITTINGS**

1. Oven
2. Fire Extinguisher
3. ATU System
4. Bore.

# CE005 0321 COMPLAINT ABOUT ALLEGED BREACH Attachment 1



Office Hours  
8:30am – 4:30pm  
Monday to Friday

6177 Great Northern Highway  
PO Box 70  
BINDOON WA 6502

(08) 9576 4600

chatter@chittering.wa.gov.au  
www.chittering.wa.gov.au

## Code of conduct for council members, committee members and candidates

Schedule 1, Division 3 of the *Local Government (Model Code of Conduct) Regulations 2021*

**NOTE:** A complaint about an alleged breach must be made —

- (a) in writing in the form approved by the local government
- (b) to an authorised person
- (c) within one month after the occurrence of the alleged breach.

### NAME OF PERSON MAKING THE COMPLAINT:

Surname		First Name	
---------	--	------------	--

### CONTACT DETAILS OF PERSON MAKING THE COMPLAINT:

Address	
Email	
Contact Number	

### NAME OF LOCAL GOVERNMENT (CITY, TOWN, SHIRE) CONCERNED:

Relevant LG	
-------------	--

### NAME OF COUNCIL MEMBER, COMMITTEE MEMBER, CANDIDATE ALLEGED TO HAVE COMMITTED THE BREACH:

Name	
------	--

### STATE FULL DETAILS OF THE ALLEGED BREACH. ATTACH ANY SUPPORTING EVIDENCE TO YOUR COMPLAINT.

Date Of Alleged Breach	/ /

### COMPLAINANT'S SIGNATURE:

Complainant's Signature	
Date Signed	/ /

### OFFICE USE ONLY:

#### RECEIVED BY AUTHORISED OFFICER:

Authorising Officer		Officer Signature	
Date Received		Date Printed	

#### NOTE TO PERSON MAKING THE COMPLAINT:

This form should be completed, dated and signed by the person making a complaint of an alleged breach of the Code of Conduct. The complaint is to be specific about the alleged breach and include the relevant section/subsection of the alleged breach. The complaint must be made to the authorised officer within one month after the occurrence of the alleged breach.

Signed complaint form is to be forwarded to: [chatter@chittering.wa.gov.au](mailto:chatter@chittering.wa.gov.au)

PO Box 70 BINDOON WA 6502

**CE006-03/21**
 Department of  
**Local Government, Sport  
 and Cultural Industries**
**Attachment 1**

## Chittering - Compliance Audit Return 2020

### Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of the relevant minutes.

<b>Commercial Enterprises by Local Governments</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s3.59(2)(a) F&G Regs 7,9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2020?	N/A		Michelle Nagel
2	s3.59(2)(b) F&G Regs 7,8,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2020?	N/A		Michelle Nagel
3	s3.59(2)(c) F&G Regs 7,8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2020?	N/A		Michelle Nagel
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2020?	N/A		Michelle Nagel
5	s3.59(5)	During 2020, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A		Michelle Nagel



**CEO06-03/21**

Department of  
**Local Government, Sport  
and Cultural Industries**

**Attachment 1**

<b>Delegation of Power/Duty</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A		Michelle Nagel
2	s5.16	Were all delegations to committees in writing?	N/A		Michelle Nagel
3	s5.17	Were all delegations to committees within the limits specified in section 5.17?	N/A		Michelle Nagel
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A		Michelle Nagel
5	s5.18	Has council reviewed delegations to its committees in the 2019/2020 financial year?	N/A		Michelle Nagel
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Act?	Yes		Michelle Nagel
7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes		Michelle Nagel
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes		Michelle Nagel
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes		Michelle Nagel
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the council to amend or revoke a delegation made by absolute majority?	Yes		Michelle Nagel
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes		Michelle Nagel
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2019/2020 financial year?	Yes		Michelle Nagel
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Admin Reg 19?	Yes		Michelle Nagel



CEO06-03/21

Department of  
Local Government, Sport  
and Cultural Industries

Attachment 1

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	No	Cr John Davis did not leave the November 2020 meeting - however he resigned at a later point in the meeting	Michelle Nagel
2	s5.68(2) & s5.69(5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by Admin Reg 21A, recorded in the minutes of the relevant council or committee meeting?	Yes		Michelle Nagel
3	s5.73	Were disclosures under section sections 5.65, 5.70 or 5.71A(3) recorded in the minutes of the meeting at which the disclosures were made?	Yes		Michelle Nagel
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes		Michelle Nagel
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2020?	Yes		Michelle Nagel
6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes		Michelle Nagel
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76?	Yes		Michelle Nagel
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A, in the form prescribed in Admin Reg 28?	Yes		Michelle Nagel
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76, did the CEO remove from the register all returns relating to that person?	Yes		Michelle Nagel
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes		Michelle Nagel
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B, in the form prescribed in Admin Reg 28A?	Yes		Michelle Nagel
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes		Michelle Nagel
13	s5.89A(6)	When a person ceases to be a person who is required to make a disclosure under section 5.87A or 5.87B, did the	Yes		Michelle Nagel



**CEO06-03/21**

Department of  
**Local Government, Sport  
and Cultural Industries**

**Attachment 1**

		CEO remove from the register all records relating to that person?		
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A(6) been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	Yes	Michelle Nagel
15	Rules of Conduct Reg 11(1), (2) & (4)	Where a council member had an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person, did they disclose the interest in accordance with Rules of Conduct Reg 11(2)?	Yes	Michelle Nagel
16	Rules of Conduct Reg 11(6)	Where a council member disclosed an interest under Rules of Conduct Reg 11(2) was the nature of the interest recorded in the minutes?	Yes	Michelle Nagel
17	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes	Michelle Nagel
18	s5.71A & s5.71B(5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under s5.71A(1) relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A	Michelle Nagel
19	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under subsection 5.71B(6) recorded in the minutes of the council meeting at which the decision was considered?	N/A	Michelle Nagel
20	s5.103 Admin Regs 34B & 34C	Has the local government adopted a code of conduct in accordance with Admin Regs 34B and 34C to be observed by council members, committee members and employees?	Yes	Michelle Nagel
21	Admin Reg 34B(5)	Has the CEO kept a register of notifiable gifts in accordance with Admin Reg 34B(5)?	Yes	Michelle Nagel



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<b>Disposal of Property</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) (unless section 3.58(5) applies)?	N/A		Michelle Nagel
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property?	N/A		Michelle Nagel

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<b>Elections</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate?	Yes		Michelle Nagel
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years?	Yes		Michelle Nagel
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with Elect Reg 30G(6)?	N/A		Michelle Nagel





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<b>Finance</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act?	Yes		Michelle Nagel
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority?	Yes		Michelle Nagel
3	s7.3(1) & s7.6(3)	Was the person or persons appointed by the local government to be its auditor appointed by an absolute majority decision of council?	Yes		Michelle Nagel
4	s7.3(3)	Was the person(s) appointed by the local government under s7.3(1) to be its auditor a registered company auditor or an approved auditor?	Yes		Michelle Nagel
5	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2020 received by the local government by 31 December 2020?	No	Auditors wrote to DLG informing them of this	Michelle Nagel
6	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9(1) of the Act required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes		Michelle Nagel
7	s7.12A(4)(a)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters?	Yes		Michelle Nagel
8	s7.12A(4)(b)	Where the local government was required to prepare a report under s.7.12A(4)(a), was a copy of the report given to the Minister within three months of the audit report being received by the local government?	Yes		Michelle Nagel
9	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under s7.12A(4)(b), did the CEO publish a copy of the report on the local government's official website?	Yes		Michelle Nagel
10	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives and scope of the audit, a plan for the audit, details of the remuneration and expenses paid to the auditor, and the method to be used by the local government to communicate with the auditor?	Yes		Michelle Nagel
11	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June received by the local government within 30 days of completion of the audit?	Yes		Michelle Nagel

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<b>Integrated Planning and Reporting</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted: 21 June 2017 Reviewed: 15 July 2020	Michelle Nagel
2	Admin Reg 19DA(1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted: 21 June 2017 Reviewed: 15 July 2020	Michelle Nagel
3	Admin Reg 19DA(2) & (3)	Does the corporate business plan comply with the requirements of Admin Reg 19DA(2) & (3)?	Yes		Michelle Nagel

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<b>Local Government Employees</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	Admin Reg 18C	Did the local government approve a process to be used for the selection and appointment of the CEO before the position of CEO was advertised?	N/A		Michelle Nagel
2	s5.36(4) & s5.37(3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Admin Reg 18A?	Yes		Michelle Nagel
3	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A		Michelle Nagel
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4)?	Yes		Michelle Nagel
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	N/A		Michelle Nagel
6	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A		Michelle Nagel

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<b>Official Conduct</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s5.120	Has the local government designated a senior employee as defined by section 5.37 to be its complaints officer?	Yes		Michelle Nagel
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a)?	Yes		Michelle Nagel
3	s5.121(2)	Does the complaints register include all information required by section 5.121(2)?	Yes		Michelle Nagel
4	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes		Michelle Nagel



Optional Questions					
No	Reference	Question	Response	Comments	Respondent
1	Financial Management Reg 5(2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with Financial Management Reg 5(2)(c) within the three years prior to 31 December 2020? If yes, please provide the date of council's resolution to accept the report.	No	Due to COVID-19 the review was delayed - which moved it outside of the 3 year period. This was via a Council Resolution - April 2020 - Resolution 070420.	Michelle Nagel
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Audit Reg 17 within the three years prior to 31 December 2020? If yes, please provide date of council's resolution to accept the report.	No	Due to COVID-19 the review was delayed - which moved it outside of the 3 year period. This was via a Council Resolution - April 2020 - Resolution 070420.	Michelle Nagel
3	s5.87C(2)	Where a disclosure was made under sections 5.87A or 5.87B, was the disclosure made within 10 days after receipt of the gift?	Yes		Michelle Nagel
4	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B, did the disclosure include the information required by section 5.87C?	Yes		Michelle Nagel
5	s5.90A(2)	Did the local government prepare and adopt by absolute majority a policy dealing with the attendance of council members and the CEO at events?	Yes		Michelle Nagel
6	s.5.90A(5)	Did the CEO publish an up-to-date version of the attendance at events policy on the local government's official website?	Yes		Michelle Nagel
7	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4)?	Yes		Michelle Nagel
8	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes		Michelle Nagel
9	s5.127	Did the local government prepare a report on the training completed by council members in the 2019/2020 financial year and publish it on the local government's official website by 31 July 2020?	Yes		Michelle Nagel
10	s6.4(3)	By 30 September 2020, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2020?	Yes		Michelle Nagel



Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	F&G Reg 11A(1) & (3)	Does the local government have a current purchasing policy that complies with F&G Reg 11A(3) in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$250,000 or less or worth \$250,000 or less?	Yes		Michelle Nagel
2	F&G Reg 11A(1)	Did the local government comply with its current purchasing policy in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes		Michelle Nagel
3	s3.57 F&G Reg 11	Subject to F&G Reg 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in F&G Reg 11(1)?	Yes		Michelle Nagel
4	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with F&G Reg 14(3) and (4)?	Yes		Michelle Nagel
5	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than a single contract?	Yes		Michelle Nagel
6	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer notice of the variation?	Yes		Michelle Nagel
7	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Regs 15 and 16?	Yes		Michelle Nagel
8	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	N/A	No requests for Tender were made in the past year	Michelle Nagel
9	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A	No requests for Tender were made in the past year	Michelle Nagel
10	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	N/A	No requests for Tender were made in the past year	Michelle Nagel

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11	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	N/A	No requests for Tender were made in the past year	Michelle Nagel
12	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of F&G Regs 21 and 22?	N/A	No requests for Tender were made in the past year	Michelle Nagel
13	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A	No requests for Tender were made in the past year	Michelle Nagel
14	F&G Reg 23(3)	Were all expressions of interest that were not rejected assessed by the local government?	N/A	No requests for Tender were made in the past year	Michelle Nagel
15	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services as an acceptable tenderer?	N/A	No requests for Tender were made in the past year	Michelle Nagel
16	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with F&G Reg 24?	N/A	No requests for Tender were made in the past year	Michelle Nagel
17	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with F&G Reg 24AD(4) and 24AE?	N/A	No requests for Tender were made in the past year	Michelle Nagel
18	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A	No requests for Tender were made in the past year	Michelle Nagel
19	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A	No requests for Tender were made in the past year	Michelle Nagel
20	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of F&G Reg 24AG?	N/A	No requests for Tender were made in the past year	Michelle Nagel
21	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A		Michelle Nagel
22	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A		Michelle Nagel



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23	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A	Michelle Nagel
24	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of F&G Regs 24E and 24F?	Yes	Michelle Nagel

I certify this Compliance Audit Return has been adopted by council at its meeting on \_\_\_\_\_

\_\_\_\_\_  
Signed Mayor/President, Chittering

\_\_\_\_\_  
Signed CEO, Chittering





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