

Ordinary Council Meeting

23 October 2019

Minutes



Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

Agendas and Minutes are available on the City's website www.kwinana.wa.gov.au

Vision Statement

Kwinana 2030

Rich in spirit, alive with opportunities, surrounded by nature – it's all here!



Mission

*Strengthen community spirit, lead exciting growth, respect the environment
- create great places to live.*

We will do this by –

- providing strong leadership in the community;
- promoting an innovative and integrated approach;
- being accountable and transparent in our actions;
- being efficient and effective with our resources;
- using industry leading methods and technology wherever possible;
- making informed decisions, after considering all available information; and
- providing the best possible customer service.

Values

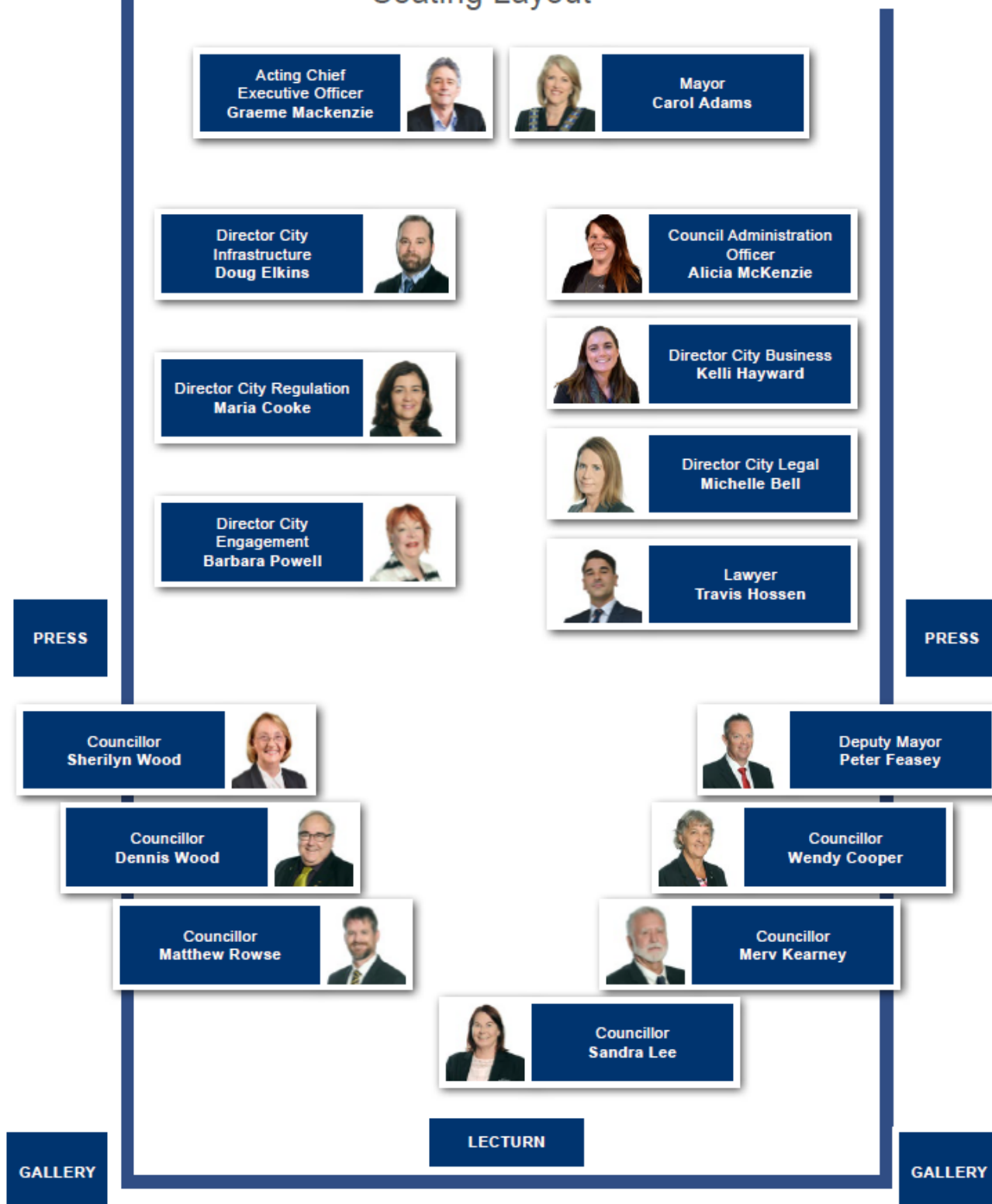
We will demonstrate and be defined by our core values, which are:

Lead from where you stand – *Leadership is within us all.* | Act with compassion – *Show that you care.* | Make it fun – *Seize the opportunity to have fun.* | Stand Strong, stand true – *Have the courage to do what is right.* | Trust and be trusted – *Value the message, value the messenger.* | Why not yes? – *Ideas can grow with a yes.*



Council Chambers

Seating Layout



EMERGENCY GUIDE

Council Chambers

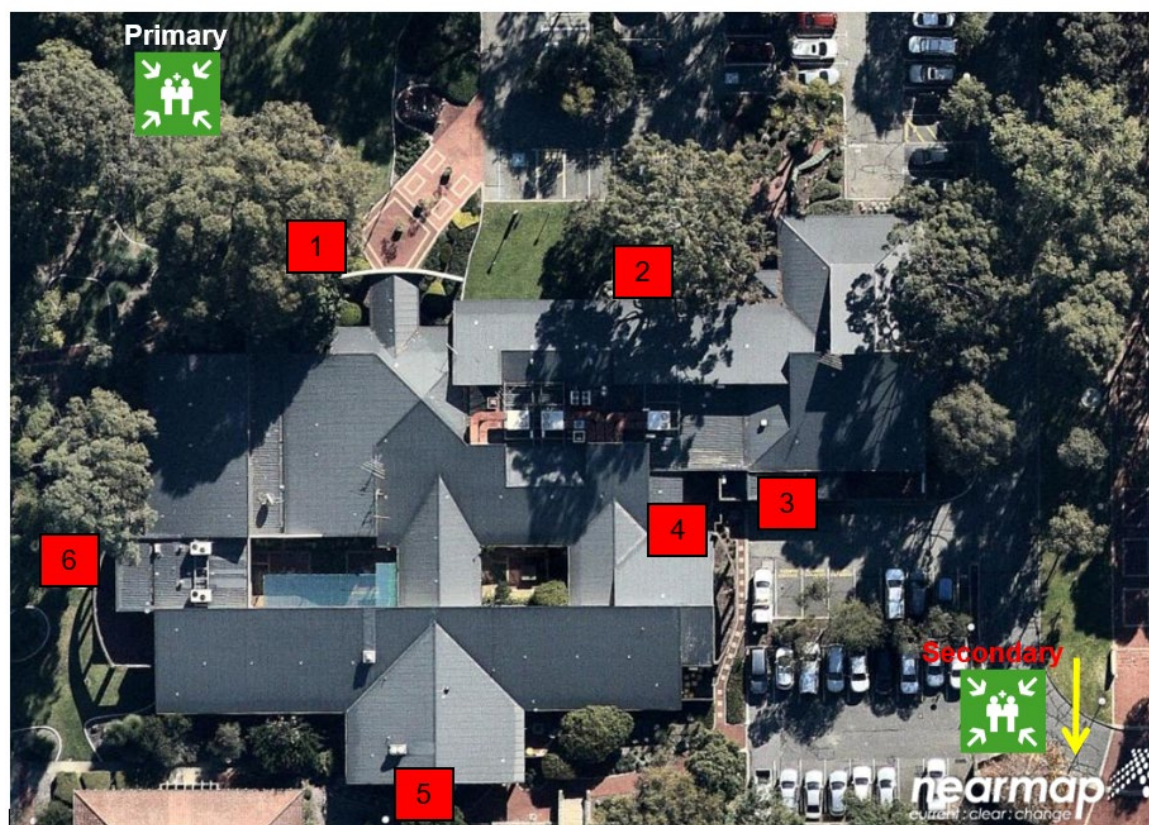


The City of Kwinana values the health and safety of its employees, contractors and visitors. Please ensure you are familiar with the emergency procedures in place at the City of Kwinana to ensure your safe evacuation.

Fire Alarm

On hearing the fire alarm, if you are instructed to evacuate, all individuals must:

- remain calm;
- pay attention to the responsible officer (in charge);
- when instructed to evacuate, leave via the appropriate emergency exit as directed;
- assemble at the designated Muster Point; and
- await the arrival Emergency Services. You must not re-enter the building until the all clear has been given by Emergency Services.



Administration Centre – Access, Egress (Red) and Assembly Points (Green)

Assembly Points:

- ▶ Primary - North-west of the main entrance near Gilmore Avenue.
- ▶ Secondary - South-east of the facility on grass area near Koorliny Arts Centre.

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Present:

MAYOR CAROL ADAMS
DEPUTY MAYOR PETER FEASEY
CR W COOPER
CR M KEARNEY
CR S LEE
CR M ROWSE
CR D WOOD
CR S WOOD

MR G MACKENZIE	-	Acting Chief Executive Officer
MS K HAYWARD	-	Director City Business
MRS B POWELL	-	Director City Engagement
MR D ELKINS	-	Director City Infrastructure
MS M BELL	-	Director City Legal
MRS M COOKE	-	Director City Regulation
MR T HOSSEN	-	Lawyer
MS A MCKENZIE	-	Council Administration Officer

Members of the Press	1
Members of the Public	1

1 Declaration of Opening:

Presiding Member declared the meeting open at 7:00pm and welcomed Councillors, City Officers and gallery in attendance and read the Welcome.

“IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE”

2 Prayer:

Councillor Sandra Lee read the Prayer

“OH LORD WE PRAY FOR GUIDANCE IN OUR MEETING. PLEASE GRANT US WISDOM AND TOLERANCE IN DEBATE THAT WE MAY WORK TO THE BEST INTERESTS OF OUR PEOPLE AND TO THY WILL. AMEN”

3 Apologies/Leave(s) of absence (previously approved)

Apologies

Nil

Leave(s) of Absence (previously approved):

Nil

4 Public Question Time:

4.1 Kevin Desmond, Parmelia

Question 1

On Monday night the voting figures for the Deputy Mayor positions weren't announced, what are they?

Response

The Mayor referred the question to the Acting Chief Executive Officer.

The Acting Chief Executive Officer advised the results for the Deputy Mayor Election were 5,3.

Question 2

I noticed that to save paper you're not printing attachments to agendas now, can I ask that at least I have a set of attachments as I will be coming every week?

Response

The Mayor referred the question to the Director City Business.

The Director City Business advised that it is not something that would be encouraged as the City's agendas are very long and the full version of the agenda is available on the City's website.

Question 3

I see that one of the positions being filled tonight is the Communities Industrial Forum, according to the attachment, if I have read that correctly, those meetings happen four times a year?

Response

The Mayor advised that those meetings are at the agenda of the Kwinana Industries Council and they have been cancelled on occasions. The Mayor added that the point is the actual membership of those meetings.

Question 4

How is the Chinese friendship arrangement progressing?

Response

The Mayor advised that it has been signed and the City has a friendship agreement with Dezhou, Shandong Province, China.

Question 5

What local organisations have been in contact with Chinese counterparts and vice versa?

Response

The Mayor took the question on notice.

Question 6

Will you make public the document you took to China which was the investment opportunities?

Response

The Mayor advised most certainly and that she would make a copy available at the front counter for Mr Desmond.

4 PUBLIC QUESTION TIME

Question 7

Has Councillor Adams reported any Councillor for misconduct or breach of rules in the last two years?

Response

The Mayor took the question on notice.

Question 8

Has Councillor Adams husband made a complaint about any Councillors in the last two years?

Response

The Mayor advised that Mr Desmond would need to refer his question to Mr Oughton.

Question 9

So what happens to a complaint when it comes into Council?

Response

The Mayor referred the question to the Acting Chief Executive Officer.

The Acting Chief Executive Officer took the question on notice.

Question 10

Has Councillor Adams on her time on Kwinana Council ever threatened to take ratepayers to court?

Response

The Mayor took the question on notice.

Question 11

Has Councillor Adams ever threatened to take other Councillors to court?

Response

The Mayor advised that she would not be answering the question.

5 Applications for Leave of Absence:

Nil

6 Declarations of Interest by Members and City Officers:

Mayor Carol Adams declared an impartiality interest regarding item 16.1, Accounts for payment for the month ended 30 September 2019 due to her husband's employer being the recipient of some traineeship payments.

Mayor Carol Adams declared an impartiality interest regarding item 16.3, Disposition by way of Lease, Part of 2 (Lot 107) Robbos Way Kwinana, Offices in the Darius Wells Library and Resource Centre Lease Agreements between the City of Kwinana and Community Groups due to sitting as a member of the Citizens Advice Bureau of Western Australia Inc and Kwinana Early Years Services Inc whom are mentioned within the report.

7 Community Submissions:

Nil

8 Minutes to be Confirmed:

8.1 Ordinary Meeting of Council held on 9 October 2019:

COUNCIL DECISION

002

MOVED CR S LEE

SECONDED CR D WOOD

That the Minutes of the Ordinary Meeting of Council held on 9 October 2019 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

9 Referred Standing / Occasional / Management /Committee Meeting Reports:

Nil

10 Petitions:

Nil

11 Notices of Motion:

Nil

12 Reports - Community

Nil

13 Reports – Economic

Nil

14 Reports – Natural Environment

14.1 Request for Council to consider the reallocation of a Bulk Water Truck to the Mandogalup Volunteer Bush Fire brigade

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

The City of Kwinana is the owner of an Isuzu FTR 900 truck which is retrofitted for use as a bulk water tanker. The vehicle is currently utilised by City Infrastructure.

The former Chief Executive Officer approved a business case submitted by City Infrastructure for the disposal of the water truck, having been identified as surplus to the City's needs. Sale of the water truck would generate estimated proceeds for the City of \$25,000.

The planned disposal of the bulk water truck creates an opportunity to replace the existing unservicable bulk water truck utilised by the fire brigades.

OFFICER RECOMMENDATION:

That Council:

1. Allocate the Isuzu FTR 900 water truck to the Mandogalup Volunteer Bush Fire Brigade.
2. Give consideration to allocating \$25,000 from any unallocated surplus to the Plant Replacement Reserve.
3. Notes that the Volunteer Bush Fire Brigades will be responsible for meeting the costs of retrofitting the bulk water truck to make it fit for purpose, and the cost of any major mechanical failure; and
4. Confirms that the City does not guarantee funding for a replacement bulk water truck, at the end of the trucks useful life.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

During fire management, the spraying of water at ground level is one of the primary means of containing and extinguishing bushfires. Firefighting in areas where water is not readily available results in significant downtime of support vehicles due to the travel required to and from water sources, when refilling is required. Having access to a large, mobile water supply is therefore vital in increasing the fire suppression ability of bush fire emergency responders.

The Mandogalup Volunteer Bush Fire Brigade (Bush Fire Brigade) is in possession of a 7.2 metre bulk water carrier. The vehicle greatly assisted past fire suppression operations in isolated locations by working from either the road or hardstand to fill vehicles, thereby allowing them to return to fire fighting with minimum down time.

14.1 REQUEST FOR COUNCIL TO CONSIDER THE REALLOCATION OF A BULK WATER TRUCK TO THE MANDOGALUP VOLUNTEER BUSH FIRE BRIGADE

This existing bulk water truck has now been decommissioned due to its age and deteriorated condition. Without a replacement vehicle, there is a risk to the community arising from the reduced fire suppression ability of the Bush Fire Brigade. This risk will be exacerbated during the upcoming summer months, where incidents of bushfires increases significantly.

The City currently owns an Isuzu FTR 900 truck, retrofitted for use as a bulk water tanker. This vehicle, which is currently part of the Operations Fleet, has been identified by City Infrastructure as surplus to the City's operational needs and the former Chief Executive Officer approved a business case for its disposal. Sale of the vehicle is estimated to generate proceeds of \$25,000 for the City.

The planned disposal of the bulk water truck creates an opportunity to replace the existing unserviceable bulk water truck utilised by the fire brigades.

The City is required to establish and maintain Volunteer Bush Fire Brigades in accordance with the *Bush Fires Act 1954*. The City will continue to retain ownership of the vehicle, however it would be housed at the Mandogalup Fire Station as Kwinana South Volunteer Bush Fire Brigade currently do not have facilities to accommodate a vehicle of this size. The vehicle will be available for use by both of the Bush Fire Brigades as required.

Equipment such as water trucks are not funded by the Department of Fire and Emergency Services (DFES). The previous decommissioned vehicle was originally funded by the Bush Fire Brigade and DFES will not contribute financially towards its replacement.

As a volunteer organisation, the Bush Fire Brigade is reliant on donations for funding those items not covered by Emergency Services Levy funding.

The decommissioned Bush Fire Brigade truck will be disposed of and the funds received will be returned to the Bush Fire Brigades to be applied to the costs of fitting the reallocated water tanker with the required firefighting equipment including hazard light, radios and decals.

LEGAL/POLICY IMPLICATIONS:

Clause 2.1 of the City's Bush Fire Protection Plan provides as follows:

- 2.1 *The Council will establish and maintain such number of Volunteer Bush Fire Brigades as it deems necessary to provide proper and adequate fire protection for the district (refer to Council's Bush Fire Brigades Local Law).*

Bush Fires Act 1954

41. Bush fire brigades

- (1) For the purpose of carrying out normal brigade activities a local government may, in accordance with its local laws made for the purpose, establish and maintain one or more bush fire brigades and may, in accordance with those local laws, equip each bush fire brigade so established with appliances, equipment and apparatus.

14.1 REQUEST FOR COUNCIL TO CONSIDER THE REALLOCATION OF A BULK WATER TRUCK TO THE MANDOGALUP VOLUNTEER BUSH FIRE BRIGADE**Bush Fire Brigades Local Law****PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES** Division 1 – Establishment of a bush fire brigade**2.1 Establishment of a bush fire brigade**

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities

PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES**6.1 Policies of local government.**

The local government may make policies under which it –

- (a) provides funding to bush fire brigades for the purchase of protective clothing, equipment and appliances; and
(b) keeps bush fire brigades informed of opportunities for funding from other bodies.

6.2 Equipment in brigade area.

Not later than 31 May in each year, the bush fire brigade is to report to the local government the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the brigade area (or at a station of the bush fire brigade).

6.3 Funding from local government budget.

A request to the local government from the bush fire brigade for funding of protective clothing, equipment or appliance needs is to be received by the local government by 31 January in order to be considered in the next following local government budget, and is to be accompanied by the last audited financial statement and a current statement of assets and liabilities of the bush fire brigade.

6.4 Consideration in the local government budget.

The local government may approve or refuse an application for funding depending upon the assessment of budget priorities for the year in question.

Fire and Emergency Services Act 1998 provides as follows at section 36A :

- (1) *Subject to subsection (2), a local government is to cause an annual estimate of its expenditure in relation to fire and emergency services to be —*
(a) *prepared in the manner and form approved by the Minister; and*
(b) *submitted for the approval of the FES Commissioner by the time determined by the Minister.*
- (2) *Subsection (1) does not apply to a local government in relation to a particular year if the Minister gives to the local government written notice that an estimate of its expenditure is not required for that year.*
- (3) *The FES Commissioner may give the approval referred to in subsection (1)(b) or may reject the estimate and require the local government to prepare and submit an amended estimate for the approval of the FES Commissioner by the time determined by the Minister.*

14.1 REQUEST FOR COUNCIL TO CONSIDER THE REALLOCATION OF A BULK WATER TRUCK TO THE MANDOGALUP VOLUNTEER BUSH FIRE BRIGADE

- (4) *A local government is to comply with a requirement under subsection (3).*
- (5) *The FES Commissioner is to pay to a local government, by the time, and in accordance with the procedures, determined by the Minister, an amount equal to the expenditure of the local government approved by the FES Commissioner under this section.*

FINANCIAL/BUDGET IMPLICATIONS:

The Bush Fire Brigade budget already includes funds to cover the maintenance, insurance and repairs of the now decommissioned vehicle. The funds will cover the operational costs of the reallocated vehicle.

The proposed reallocation will result in lost proceeds for the City of approximately \$25,000, being the estimated value the vehicle would achieve at sale.

The reallocation of the water tanker would be additional to the Bush Fire Brigade budgeting provisions under the City's Bush Fire Protection Plan, which provides as follows:

8.1 Funding of Brigades

Each year at the designated time brigades shall prepare a budget for the coming year. The budget shall be forwarded to the Bush Fire Advisory Committee for endorsement prior to its recommendation to FESA by the City. Council will try to obtain such funding from FESA via the Emergency Services Levy (ESL) to cover all operational costs of each Volunteer Bush Fire Brigade.

8.2 Council shall also provide funds within the annual budget for emergency refreshment, fire capital items and other areas of fire management as deemed necessary.

8.3 Council will consider any additional request for funds not covered by the ESL.

Making the bulk water truck fitfull purpose, will require the installation of radios, sign writing, the installation of lights and sirens, and some repairs. These costs will be met by the Volunteer Bush Fire Brigades from existing funds. These costs will be offset by the sale of the unserviceable water truck, which is expected to have a salvage value of around \$3,000. Furthermore, in the case of a major failure of the bulk water truck, it is likely that the truck will be considered to be unserviceable and removed from service. Without a direction from Council, or an external funding source, the bulk water truck may not be replaced in the future.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this recommendation.

14.1 REQUEST FOR COUNCIL TO CONSIDER THE REALLOCATION OF A BULK WATER TRUCK TO THE MANDOGALUP VOLUNTEER BUSH FIRE BRIGADE

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcomes and objectives detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	Strong Community Leaders	1.5 Actively work with the community to build local capacity
Strategic Community Plan	A City adapted to climate change	3.5 Understand the impacts of climate change and take a risk management approach to addressing these effects in future planning

COMMUNITY ENGAGEMENT:

The recommendations of this report have the potential for positive community engagement given an increasing social awareness regarding the requirement for appropriate bush fire management, particularly following the destructive Waroona-Yarloop fire of 2016.

PUBLIC HEALTH IMPLICATIONS

The recommendations of this report enhance community safety as a result of an increased ability to respond to the threat to properties and lives posed by bush fires.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not support reallocation of the water truck to the Volunteer Bush Fire Brigade, thereby inhibiting resources available to fire response.
Risk Theme	Inadequate safety and security practices
Risk Effect/Impact	Service Delivery
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low

14.1 REQUEST FOR COUNCIL TO CONSIDER THE REALLOCATION OF A BULK WATER TRUCK TO THE MANDOGALUP VOLUNTEER BUSH FIRE BRIGADE

Risk Treatment in place	Avoid
Response to risk treatment required/in place	This report is to authorise the CEO on behalf of the City to transfer use of the water truck from City Infrastructure to the Mandogalup Volunteer Bush Fire Brigade.
Rating (after treatment)	Low

COUNCIL DECISION

003

MOVED CR D WOOD

SECONDED CR W COOPER

That Council:

- 1. Allocate the Isuzu FTR 900 water truck to the Mandogalup Volunteer Bush Fire Brigade.**
- 2. Give consideration to allocating \$25,000 from any unallocated surplus to the Plant Replacement Reserve.**
- 3. Notes that the Volunteer Bush Fire Brigades will be responsible for meeting the costs of retrofitting the bulk water truck to make it fit for purpose, and the cost of any major mechanical failure; and**
- 4. Confirms that the City does not guarantee funding for a replacement bulk water truck, at the end of the trucks useful life.**

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0

15 Reports – Built Infrastructure

15.1 Adoption of Local Development Plan – Oakebella Stage 4, Lot 9003 Lattuga Drive, Wellard

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

A draft Local Development Plan (LDP) for Stage 4 of the Oakebella development has been received for consideration under the City of Kwinana's Local Planning Scheme No.2 (LPS2) (refer to Attachments A and B).

The draft LDP (refer to Attachment B) outlines design requirements for future development on all lots within the LDP boundary. These design requirements are supplementary to those set out in LPS2 and State Planning Policy 3.1 - Residential Design Codes of Western Australia (R-Codes) in order to achieve a desired built form outcome.

The draft LDP comprises lots correlating with two separate subdivision approvals that were granted by the Western Australian Planning Commission (WAPC) in April 2017 (WAPC Ref: S154736) and April 2018 (WAPC Ref: S156158). Both subdivision applications were approved with a condition requiring the preparation of an LDP.

The draft LDP is considered against three key local planning policies:

- Local Planning Policy No.1 – Landscape Feature and Tree Retention (LPP1);
- Local Planning Policy No.2 – Streetscapes (LPP2);
- Local Planning Policy No.8 – Designing Out Crime (LPP8).

In relation to LPP1, there are a number of existing trees within a small public open space area to the south east of the draft LDP that are indicated for retention. No other trees are proposed to be retained within the draft LDP area due to the level of fill required for drainage and development purposes.

LPP2 focuses on improved streetscapes across the City placing an emphasis on building design, landscaping and street aesthetics. Engineering drawings for Stage 4 Oakebella Estate have been lodged and reviewed by the City's Engineering Department in conjunction with the draft LDP and LPP2. LPP2 also contains provisions regarding built form design, specifically in relation to garage setbacks, dwelling façade treatment, fencing and the location of street trees. These provisions are reflected in the draft LDP.

LPP8 establishes a set of key design principles for LDPs to reduce the likelihood of crime occurring. The draft LDP addresses requirements of LPP8 by requiring all future dwellings in the LDP area to have habitable rooms that address the primary and secondary streets, providing passive street surveillance.

The draft LDP has been assessed by City Officers and is recommended for approval.

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

OFFICER RECOMMENDATION:

That Council approves the Local Development Plan for Stage 4, Oakebella Estate, Lot 9003 Lattuga Drive, Wellard as shown in Attachment B, pursuant to Clause 52(1)(a) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

DISCUSSION:

Land Status

Metropolitan Region Scheme: Urban Zone
Local Planning Scheme No 2: Residential R25 and R30

Background

A draft LDP for Stage 4 Oakebella Estate has been received for the consideration of Council under LPS2 (refer Attachment B). The draft LDP is predominately located on Lot 9003 Lattuga Drive within the Oakebella development (refer to Attachment A). LDPs for Stages 2 and 3 of the Oakebella Estate were adopted by Council in October 2017 and March 2019 respectively.

The draft LDP has a combination of Residential R25 and R30 zoned lots, corresponding with the zonings prescribed on the approved Local Structure Plan (LSP) (refer to Attachment C). Following approval of the LSP, the WAPC approved two separate subdivision applications that correspond with the lots shown on the draft LDP. A subdivision approval incorporating Lots 218 and 241 to 243 (as shown in the draft LDP) was approved by the WAPC in April 2017. The remaining lots that form part of the draft LDP received subdivisional approval by the WAPC in April 2018. Both subdivision applications were granted for a period of four years and include a condition requiring the preparation of an LDP. In February 2019, the applicant requested a minor modification to the width of Lots 245 to 252 as shown on the draft LDP. No changes were proposed to the number of lots as per the approved subdivision plan from January 2018. The City considers the amendment to be minor, having no objection. The minor amendment will be reflected on the final subdivision plan at Deposited Plan stage.

Planning Assessment

Local Planning Policy No.1 - Landscape Feature and Tree Retention

The objective of LPP1 is primarily for the retention of significant trees and landscape features. The policy states that prior to subdivision works being undertaken, the proponent is required to submit a Landscape Feature and Tree Retention Plan (LFTRP) to the City for approval.

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

At the LSP and subdivision stages, the proponent submitted a LFTRP which identified areas where trees are to be retained within the wider Oakebella Estate. The City's Environment Department has confirmed areas within Oakebella Estate where vegetation and landscaping features are to be retained. The LSP identified a small open space area that is located within the south east corner of the draft LDP area which consists of a number of significant, large trees. The draft LDP indicates these trees are to be retained as per the requirement of LPP1. Further detail regarding the retention of these trees is to be confirmed at subdivision clearance stage as per a condition on the respective subdivision approvals. No other trees are proposed to be retained within the draft LDP area due to the level of fill required for drainage and development purposes.

Local Planning Policy No.2 – Streetscapes

LPP2 aims to enhance streetscapes across the City through provisions relating to road design, landscaping and built form outcomes.

The engineering drawings for Stage 4 of Oakebella Estate have been reviewed by the City's Engineering Department and have been considered to comply with LPP2 in terms of road infrastructure, location of footpaths and sufficient road reserve widths to accommodate street trees. The draft LDP is considered to be consistent with the engineering drawings. Street tree locations stipulated on the draft LDP are also consistent with the provisions of LPP2. The draft LDP also incorporates a provision ensuring street trees are provided at a minimum rate of one per lot and are not relocated or removed by landowners (refer to Element 7 of the draft LDP). An identical provision can be seen in the adopted LDP for Stage 2, Oakebella Estate.

LPP2 also outlines a number of model provisions for LDPs in relation to dwelling façades, fencing and garage setbacks. In relation to dwelling façade treatment, LPP2 states the following:

Dwelling facade treatment

All dwellings to provide an appropriate, high quality design interface with the surrounding streetscape, through the use of at least three of the following architectural design features:

- *Articulation in dwelling facade (i.e. varied wall setbacks);*
- *A minimum of two building materials, colours and/or finishes (e.g. render, brick, cladding);*
- *Major habitable room openings incorporating large windows to provide surveillance;*
- *Roof forms that incorporate gables;*
- *A balcony, portico, or verandah; or*
- *A built in planter box.*

The draft LDP addresses each of the above model provisions relating to dwelling façade treatment, albeit using different terminology (refer to Element 2.1 on the draft LDP). Compliance with these provisions will ensure dwellings within the draft LDP area are designed to provide for a more attractive and interactive streetscape.

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

In relation to fencing, the model provisions of LPP2 (as applicable to this draft LDP) state the following:

Fencing

- *Front fences within the primary street setback being visually permeable above 0.9m to a maximum height of 1.2m above natural ground level.*
- *For secondary street boundaries, fencing shall be visually permeable above 1200mm behind the primary street setback, for a minimum length of 3m behind the truncation with a habitable room addressing the street.*

Element 6 of the draft LDP permits fencing within the primary street setback to be visually permeable above 0.9m to a maximum height of 1.2m above natural ground level. An additional provision, as modelled in LPP2, requires fencing on secondary street boundaries to be visually permeable above 1200mm behind the primary street setback, for a minimum length of 3m behind the truncation. This fencing design provides passive surveillance for both primary and secondary streets as required under LPP2 and the R-Codes. Compliance with these provisions will work to ensure appropriate fencing that delivers open and more attractive streetscapes in the draft LDP area.

LPP2 outlines the following model provisions in relation to garages:

Garages

- *Garages are not to be forward of the dwelling alignment. Garages may be aligned with the dwelling provided they do not exceed the dwelling setback line.*
- *Where lots have a frontage of 12 metres or less, garages may exceed 50% of the primary lot frontage to a maximum of 60% of the primary lot frontage.*
- *Where garages exceed 50% of the primary lot frontage, they shall comply with the following:*
 - *A clear indication of the dwelling entrance.*
 - *The dwelling entrance shall be the dominant feature of the facade, and shall include a projecting portico or veranda, forward of the dwelling alignment with a minimum depth of 1.5 metres.*
 - *Garages are to be set back at least 0.5 metres behind the dwelling alignment.*
 - *For any single storey dwelling on a lot with a frontage less than 10 metres in width and where vehicle access is gained solely from the primary street, only a single width garage/carport (including tandem) is permitted.*
 - *Double garages are permitted on lots less than 10m wide where dwellings are two storeys and where major openings to habitable rooms are provided on the primary street frontage.*
 - *For all lots where a footpath adjoins the boundary, the garage must be setback a minimum 4.5m from that boundary.*

The above provisions have been incorporated into the draft LDP, as seen in Element 5. The intent of garage setbacks under LPP2 is to ensure parked vehicles do not obstruct footpaths. Footpaths in Stage 4 of the Oakebella Estate are boundary aligned in accordance with LPP2. As per the above model provisions, the draft LDP includes this provision for garages to be setback a minimum of 4.5m from the front boundary where it abuts a footpath. Furthermore, the draft LDP allows a reduced garage setback in some instances where lots do not abut a footpath. Collectively, these provisions work to satisfy the requirements of LPP2, providing for a more attractive streetscape.

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

Local Planning Policy No. 8 – Designing Out Crime

In working to reduce the likelihood of crime occurring, LPP8 sets out design guidelines for consideration during the design and assessment of LDPs. The major design elements that are applicable when considering LDPs under this policy are in relation to building orientation and surveillance. In this respect, the draft LDP requires the front façade of dwellings to incorporate architectural features, specifically for a substantial entrance feature and/or full height glazing that overlooks the street (refer to Element 2.1 of the draft LDP). These provisions complement the R-Codes which require clearly articulated entrances and at least one major opening to face the street. The draft LDP also permits relatively low fencing in the front setback area and requires at least one major opening to face the secondary street, both requirements ensuring adequate surveillance. These provisions address the objectives of LPP8 and ultimately work to reduce the likelihood of crime occurring.

Bushfire Management

A Bushfire Management Plan (BMP) has been prepared as part of the Local Structure Plan and subdivision applications for Oakebella Estate. No lots within the draft LDP area have been identified as subject to bushfire construction requirements under the BMP. The draft LDP is located outside the bushfire prone area as defined by the Department of Fire and Emergency Services.

Side Setbacks and Open Space

The draft LDP also varies boundary setback provisions as prescribed in the R-Codes by permitting longer nil setback walls. Furthermore, all lots with a frontage of 12.5m or less are permitted a second, nil side setback for garages (refer to Element 3 of the draft LDP). Additionally, the open space requirements are permitted to be reduced as part of the draft LDP, where a sufficient outdoor living area is provided. These variations ensure better use of the site and provide for more usable outdoor living spaces.

Conclusion

The draft LDP has been assessed by City Officers and is considered to be consistent with relevant Local Planning Policies. It should be noted that in order to ensure consistency, the draft LDP has also been considered alongside previously adopted LDPs for Stages 1-3 of the Oakebella development. The draft LDP will be a single point of reference that provides clarity and certainty to builders, property owners and City Officers.

LEGAL/POLICY IMPLICATIONS:

For the purpose of Councillors considering a financial or impartiality interest only, the landowner is LWP Wellard Pty Ltd and the applicant is Taylor Burrell Barnett. The following strategic and policy based documents were considered in assessing the application:

Legislation

Planning and Development (Local Planning Schemes) Regulations 2015

Schemes

Metropolitan Region Scheme; and
City of Kwinana Local Planning Scheme No.2

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

Local Planning Policies

Local Planning Policy No. 1 – Landscape Feature and Tree Retention;

Local Planning Policy No. 2 – Streetscapes;

Local Planning Policy No. 8 – Designing Out Crime

State Government Policies

State Planning Policy No. 3.1 (Residential Design Codes of Western Australia)

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial or budget implications as a result of this application.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications as a result of this application.

ENVIRONMENTAL IMPLICATIONS:

The draft LDP encourages the use of passive solar urban design. Additionally the draft LDP identifies trees to be retained within the LDP area and indicates street trees to be planted in the verge area at a minimum rate of one per lot frontage.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	A well planned City	4.4 Create diverse places and spaces where people can enjoy a variety of lifestyles with high levels of amenity

COMMUNITY ENGAGEMENT:

The draft LDP has been prepared by the developer and lots have not yet been created. The draft LDP was not advertised as it is not considered to adversely impact adjoining properties.

PUBLIC HEALTH IMPLICATIONS

The proposal has the potential to help improve neighbourhood amenity through the design of streetscapes, built form, the retention of existing trees and the provision of street trees.

15.1 ADOPTION OF LOCAL DEVELOPMENT PLAN – OAKEBELLA STAGE 4, LOT 9003 LATTUGA DRIVE, WELLARD

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Appeal of Council's decision on the draft LDP.
Risk Theme	Failure to fulfil statutory regulations or compliance requirements Providing inaccurate advice/ information.
Risk Effect/Impact	Reputation Compliance
Risk Assessment Context	Strategic
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Work instructions in place and checklists used when assessing the application. Consideration of the application within the statutory timeframes. Compliance of the proposal with LPS2, R-Codes, Bushfire Guidelines, Oakebella Estate Local Structure Plan and relevant City policies. Liaising with the applicant throughout the application process.
Rating (after treatment)	Low

COUNCIL DECISION

004

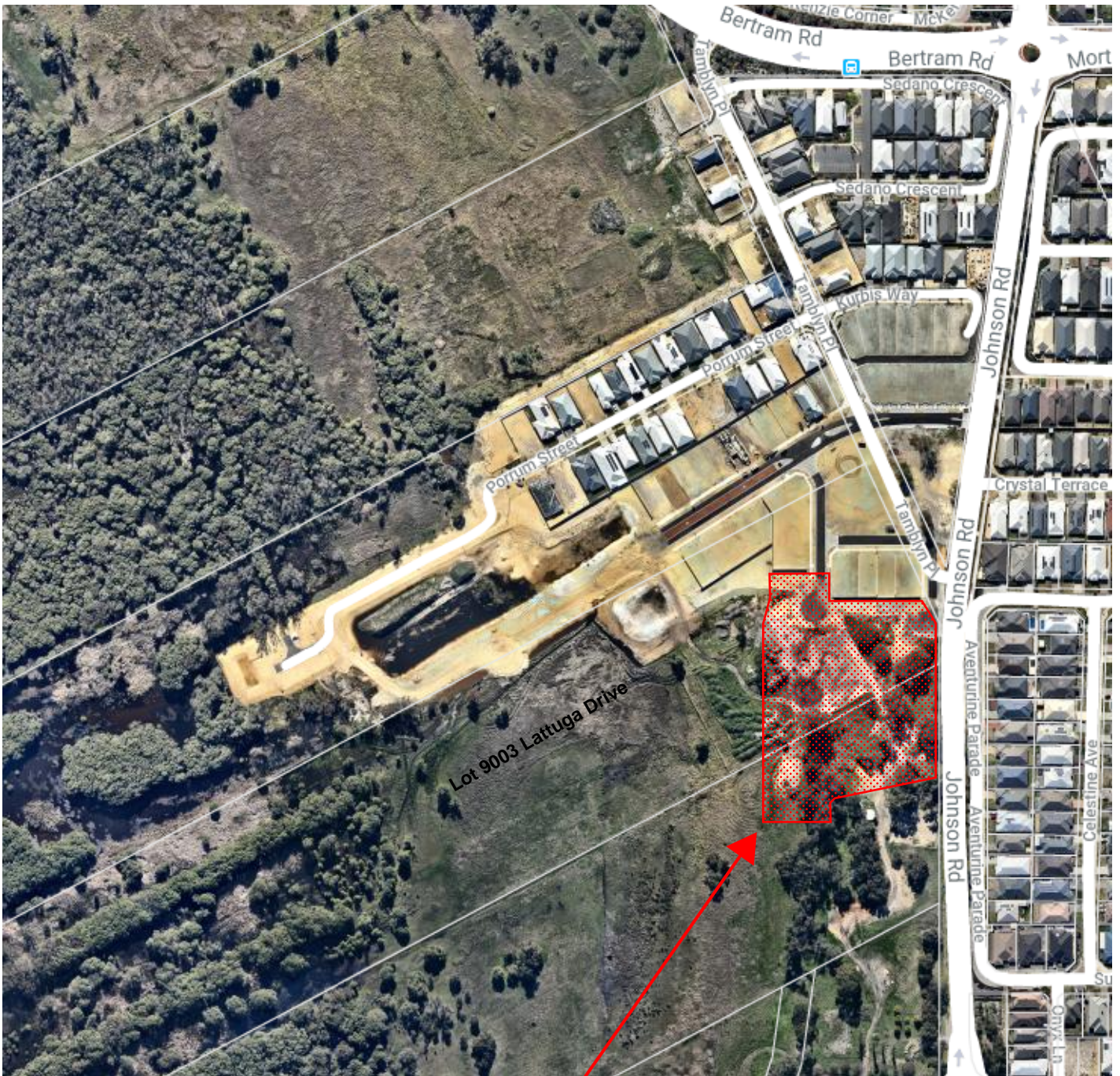
MOVED CR P FEASEY

SECONDED CR M ROWSE

That Council approves the Local Development Plan for Stage 4, Oakebella Estate, Lot 9003 Lattuga Drive, Wellard as shown in Attachment B, pursuant to Clause 52(1)(a) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

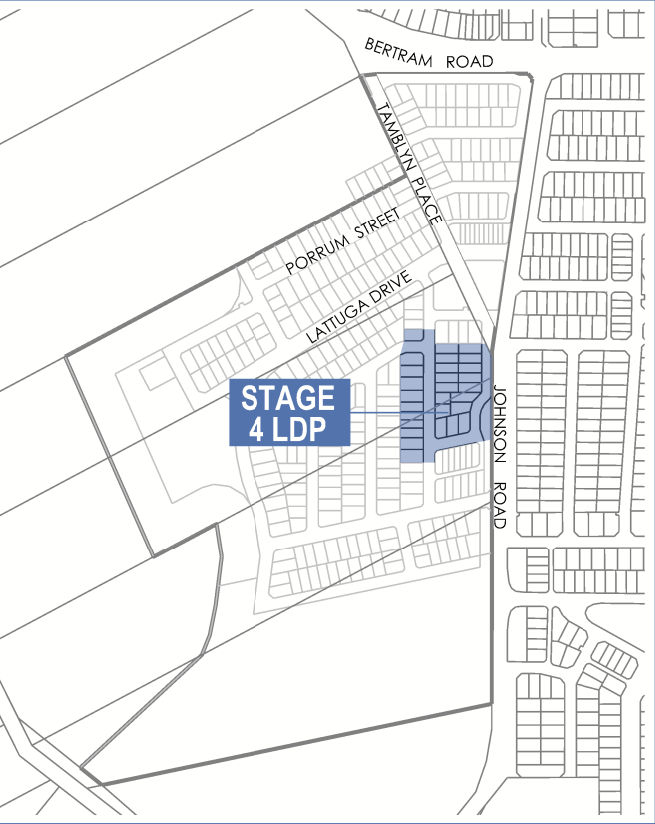
**CARRIED
8/0**

Attachment A: Location Plan



Location of Draft LDP

Location Plan



Attachment B:
Draft LDP



LOCAL DEVELOPMENT PLAN
Oakebella Stage 4, Wellard
An LWP Wellard Pty Ltd Project

Legend

- Extent of Local Development Plan
- R25 Subject Lots
- R30 Subject Lots
- Indicative Retaining Wall Location
- Footpath Alignment (Planned)
- Approximate Street Tree Location - Street Trees not to be removed or relocated by adjacent Lot Owners
- Vehicle Access Point
- Existing Trees to be retained where possible

Endorsement Table

This Local Development Plan has been approved by Council under the provisions of the City of Kwinana Local Planning Scheme No. 2

Principal Planner _____

Date _____

Local Development Plan Provisions

- 1.0 GENERAL PROVISIONS**

1.1 The requirements of the City of Kwinana Local Planning Scheme No. 2 and the Residential Design Codes (R-Codes) apply, unless otherwise provided below.

1.2 The following standards below constitute as 'deemed to comply' provision of the R-Codes and do not require consultation with adjacent owners.
- 2.0 STREETScape REQUIREMENTS**

Lots Applicable	Location	Minimum Setback	Maximum Setback	Requirements
All Lots	Primary Street	3.0m	5.0m	<ul style="list-style-type: none">Averaging of the minimum (as per R-Codes C2.1 iii) is not permitted.A porch, balcony, verandah or the equivalent may project not more than 1m into the primary street setback area, provided that the total of such projections does not exceed 50% of the frontage at any level.For determining the maximum setback, facade elements or indentations are permitted to be setback greater than 5m where these constitute a minor proportion of the dwelling's front facade.
	Secondary Street	1.0m	N/A	<ul style="list-style-type: none">Averaging of the minimum (as per R-Codes C2.1 iii) is not permitted.

2.1 Dwelling facades facing the primary street shall provide at least three of the following architectural design features and provide well articulated facades by providing indentations and projections to the main building line as well as to the roof design:

 - A verandah or balcony which is a minimum 30% of the width of the facade (excluding garage or carport) and 1.5m deep with the longest portion parallel to the street)
 - A substantial entrance feature to pronounce the main entry to the dwelling such as a portico, open pergola, arbor, gate house or attached feature wall.
 - A roof feature such as gable-end, gambrel, dormer windows, window hood or architectural beams.
 - A feature material such as recycled face brick, corten steel, recycled/weathered timber, mini-orb, stone or light-weight cladding such as weatherboard.
 - Living area with substantial glazing i.e. full height, overlooking the street or public reserve.
 - Features which provide articulation and interest such as, but not limited: chimney, feature blade wall or substantially sized planter box (minimum 4 course high).
- 3.0 LOT BOUNDARY SETBACK REQUIREMENTS**

3.1 Buildings built up to lot boundaries (other than street boundaries):

Lots Applicable	Building Type	Minimum Setback	Requirements
All Lots	Ground level only	Nil	<ul style="list-style-type: none">One side boundary only.Maximum length determined by front (Primary Street) setback and a minimum of 4m from the rear boundary, for lots with a side boundary length equal or greater than 25.0m (including truncation).Maximum length determined by front (Primary Street) and rear setbacks for lots having a side boundary length less than 25.0m (including truncation).Nil setbacks shall be positioned to maximise solar access to the dwelling where possible.
For lots with a frontage of 12.5m or less	Ground level only	Nil	<ul style="list-style-type: none">A second nil side boundary setback is permitted for garages, this location is not required to be on the same side boundary as the dwelling setback.
- 4.0 OPEN SPACE REQUIREMENTS**

Lots Applicable	Minimum total % of site	Requirements
All Lots	35%	<ul style="list-style-type: none">Permitted where Outdoor Living Area (OLA) minimum area is 30m².The OLA has a minimum 4m length or width dimension.At least two thirds of the OLA must be uncovered.The OLA is to be located behind the front setback area.
- 5.0 GARAGE REQUIREMENTS**

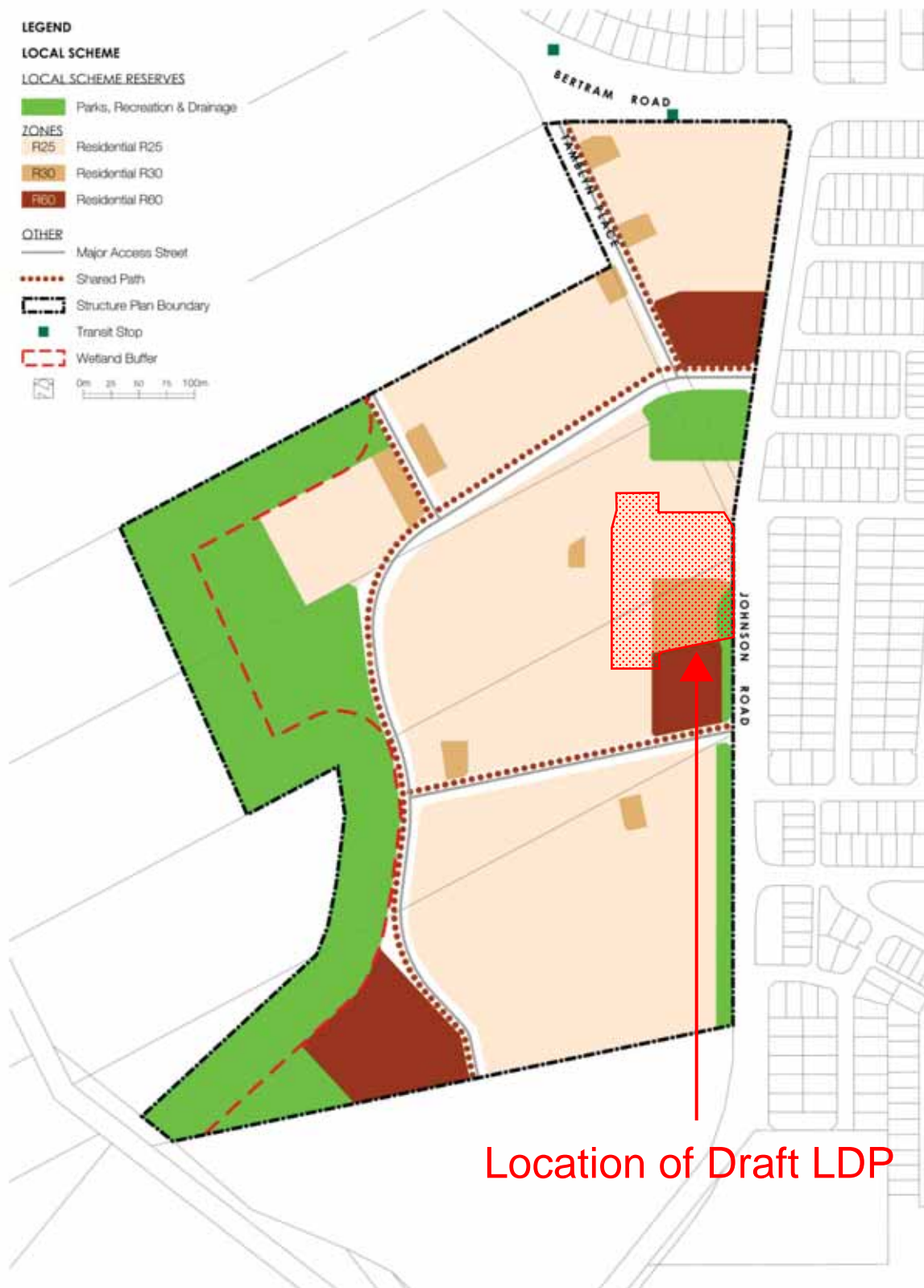
Lots Applicable	Setbacks	Minimum garage setback	Maximum garage width	Requirements
Lots 236 and 237	Primary Street	3.0m	-	<ul style="list-style-type: none">Not permitted forward of the dwelling alignment.Can be aligned with the dwelling provided it does not exceed the garage minimum setback.Shall be enclosed by a door.
All remaining lots without footpath located adjacent to lot boundary or footpath located greater than 0.5m from lot boundary	Primary Street	4.0m	-	
All remaining lots with footpath located adjacent to lot boundary or less than 0.5m from lot boundary	Primary Street	4.5m	-	
For front accessed lots with a frontage of 12.0m or less	-	-	60% of primary lot frontage	<p>Where garages exceed 50% of the primary lot frontage, they shall comply with the following:</p> <ul style="list-style-type: none">A clear indication of the dwelling entrance.The dwelling entrance shall be the dominant feature of the facade.A projecting portico or veranda is included with a minimum depth of 1.5m.Garages are to be set back at least 0.5 metres behind the dwelling alignment (two storey dwellings exempted).
- 6.0 FENCING REQUIREMENTS**

6.1 Front fences within the primary street setback being visually permeable above 0.9m to a maximum height of 1.2m above natural ground level.

6.2 For secondary street boundaries, fencing shall be visually permeable above 1200mm behind the primary street setback, for a minimum length of 3m behind the truncation with a habitable room addressing the street.
- 7.0 STREET TREE REQUIREMENTS**

7.1 A minimum of one street tree per lot is required. Street trees will be provided by the developer within the road verge, and maintained for a minimum of two years until established. Street trees are to be generally located as shown on this Local Development Plan, subject to detailed landscape design. Refer to approved landscape plans (available from the City) for detail. Street trees are not to be relocated or removed by landowners.

Attachment C: Local Structure Plan



Location of Draft LDP

Lots 503 & 504 Tamblyn Place and Lots 505, 507 & 900 Johnson Road, Wellard Local Structure Plan

16 Reports – Civic Leadership

16.1 Accounts for payment for the month ended 30 September 2019

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to her husband's employer being the recipient of some traineeship payments.

SUMMARY:

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 30 September 2019, as required by the *Local Government (Financial Management) Regulations 1996*.

OFFICER RECOMMENDATION:

That Council:

1. Accepts the list of accounts, totalling \$8,725,221.52, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 30 September 2019, as contained within Attachment A.
2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 30 September 2019, as contained within Attachment B.

DISCUSSION:

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the City's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996* a list of accounts paid is to be provided to Council, where such delegation is made.

The following table summarises the payments for the period by payment type, with full details of the accounts paid contained within Attachment A.

Payment Type	Amount (\$)
Automatic Payment Deductions	\$ 280,096.94
Cheque Payments #200971 to #200979	\$ 1,851.66
EFT Payments #3928 to #3944	\$ 7,211,845.74
Payroll Payments 8/9/19 and 22/9/19	\$ 1,231,427.18
Total Attachment A	\$ 8,725,221.52

Contained within Attachment B is a detailed transaction listing of credit card expenditure paid for the period ended 30 September 2019. This amount is included within the total payments, listed above.

16.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 SEPTEMBER 2019**LEGAL/POLICY IMPLICATIONS:**

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. *Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.*

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

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial implications that have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications that have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications that have been identified as a result of this report or recommendation.

16.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 SEPTEMBER 2019**STRATEGIC/SOCIAL IMPLICATIONS:**

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

There are no community engagement implications that have been identified as a result of this report or recommendation.

PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not accept the payments
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Low
Risk Treatment in place	Reduce – mitigate risk
Response to risk treatment required/in place	Officers provide a full detailed listing of payments made in a timely manner
Rating (after treatment)	Low

16.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 SEPTEMBER 2019

COUNCIL DECISION

005

MOVED CR S LEE

SECONDED CR W COOPER

That Council:

- 1. Accepts the list of accounts, totalling \$8,725,221.52, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 30 September 2019, as contained within Attachment A.**
- 2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 30 September 2019, as contained within Attachment B.**

**CARRIED
8/0**

Cheque Listing
Payments made between
01/09/2019 to 30/09/2019



<u>Chq/Ref</u>	<u>Pmt Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Tran</u>	<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Automatic Deductions								
36120	02/09/2019	Go Go On-Hold Pty Ltd	264.00	INV	02/09/2019	00036120	On hold phone message system September 2019	264.00
1780677	23/09/2019	Caltex Australia Petroleum Pty Ltd	8,677.35	INV	23/09/2019	0301780677	Fleet Fuel 010819 to 310819	8,677.35
30919	04/09/2019	Commonwealth Bank	131.10	INV	04/09/2019	030919A	Credit Card Chief Executive Officer to 030919	131.10
30919	04/09/2019	Commonwealth Bank	536.26	INV	04/09/2019	030919B	Credit Card Functions Officer to 030919	536.26
30919	04/09/2019	Commonwealth Bank	683.24	INV	04/09/2019	030919C	Credit Card Director City Legal to 030919	683.24
30919	04/09/2019	Commonwealth Bank	496.70	INV	04/09/2019	030919D	Credit Card Executive Assistant to 030919	496.70
30919	04/09/2019	Commonwealth Bank	109.03	INV	04/09/2019	030919E	Credit Card Director City Regulation to 030919	109.03
30919	04/09/2019	Commonwealth Bank	1,869.96	INV	04/09/2019	030919F	Credit Card Manager Corp Communications to 030919	1,869.96
30919	04/09/2019	Commonwealth Bank	3,266.97	INV	04/09/2019	030919G	Credit Card Director City Infrastructure to 030919	3,266.97
30919	04/09/2019	Commonwealth Bank	951.86	INV	04/09/2019	030919H	Credit Card Director City Engagement to 030919	951.86
30919	04/09/2019	Commonwealth Bank	8,560.30	INV	04/09/2019	030919I	Credit Card Manager Human Resources to 030919	8,560.30
10759868	23/09/2019	BP Australia Pty Ltd	17,837.36	INV	23/09/2019	10759868	Fleet Fuel 010819 to 310819	17,837.36
11373412	20/09/2019	iinet Technologies Pty Ltd	587.30	INV	20/09/2019	113734126	Monthly internet charges various locations	587.30
19	18/09/2019	City of Kwinana	232,416.47	INV	18/09/2019	22ndAugust2019	Rates and waste charges City of Kwinana properties	232,416.47
200919	20/09/2019	Fleet Partners	1,294.70	INV	20/09/2019	LATO01641912A	Monthly lease fee for KWN700 September 2019	1,294.70
24593937	01/09/2019	Fines Enforcement Registry	140.00	INV	01/09/2019	24593937	Lodgement fee for unpaid infringements	140.00
24687847	13/09/2019	Fines Enforcement Registry	490.00	INV	13/09/2019	24687847	Lodgement fee for unpaid infringements	490.00
24723888	23/09/2019	Fines Enforcement Registry	210.00	INV	23/09/2019	24723888	Lodgement fee for unpaid infringements	210.00
46	23/09/2019	Wright Express Australia Pty Ltd	280.29	INV	23/09/2019	46	Fleet Fuel 010819 to 310819	280.29
707205	29/09/2019	Toyota Financial Services	1,194.07	INV	29/09/2019	707205	Fleet management services September 2019	1,194.07
0	03/09/2019	TPG Internet Pty Ltd	49.99	INV	03/09/2019	I213663580	Kwinana South Station internet connection	49.99
0	03/09/2019	TPG Internet Pty Ltd	49.99	INV	03/09/2019	I213664891	Mandogalup Station internet connection	49.99
Total Automatic Deductions			280,096.94					

Cheque Listing

Payments made between
01/09/2019 to 30/09/2019



Chq/Ref	Pmt Date	Payee	Amount	Tran	Date	Invoice	Description	Amount
Cheques								
200971	04/09/2019	City Of Kwinana - Pay Cash	97.35	INV	02/09/2019	24/07/2019-Recq	Petty cash recoup to 240719 Recquatic	97.35
200974	12/09/2019	City Of Kwinana - Pay Cash	208.65	INV	10/09/2019	02/09/19-FDC	Petty cash recoup to 020919 Family Day Care	208.65
200975	12/09/2019	Commissioner of State Revenue	135.59	INV	12/09/2019	A/N11651	Refund ESL rebate A11651	135.59
200976	18/09/2019	City Of Kwinana - Pay Cash	269.75	INV	16/09/2019	060919-Library	Petty cash recoup to 060919 Library	225.80
				INV	16/09/2019	100919-Library	Petty cash recoup to 090919 Library	43.95
200977	18/09/2019	Commissioner of State Revenue	160.77	INV	17/09/2019	A/N8898	Refund ESL and Rates rebate paid in error	160.77
200978	25/09/2019	Australian Institute of Building	870.00	INV	25/09/2019	20158	WA Chapter Conference 241019 Building Surveyor	870.00
200979	25/09/2019	City Of Kwinana - Pay Cash	109.55	INV	20/09/2019	17/09/19-Library	Petty cash recoup to 170919 Library	14.65
				INV	23/09/2019	19/09/19-Recq	Petty cash recoup to 190919 Recquatic	94.90
Total Cheques			1,851.66					
EFT								
3928	02/09/2019	EFT TRANSFER: - 29/08/2019	-4,000.00				Payment reversal creditor #2154	
3934	05/09/2019	EFT TRANSFER: - 05/09/2019	300,461.83					
3934.10206-01		Pointform Pty Ltd	3,173.34	INV	03/09/2019	3.6	Rates refund	2,194.33
				INV	03/09/2019	3.6	Rates refund	979.01
3934.10311-01		Go Doors Pty Ltd	187.00	INV	03/09/2019	83093	Repairs to glass sliding door at Recquatic	187.00
3934.10373-01		Green Willows Industrial Cleaning a	200.00	INV	03/09/2019	23	Clubhouse and office clean	200.00
3934.10409-01		Bon Leisure	15,679.00	INV	03/09/2019	1033	Recquatic revised business development contract	4,704.00
				INV	03/09/2019	1032	Management contract instalment	10,975.00
3934.10756-01		Retech Rubber	357.50	INV	03/09/2019	00002929	Repair soft fall Thomas Oval	357.50
3934.1078-01		Parks And Leisure Australia	756.25	INV	03/09/2019	13980	Corporate membership to June 2020	756.25
3934.11049-01		QTM Pty Ltd	1,704.12	INV	02/09/2019	INV-3042	Traffic management Clark Way	365.85
				INV	02/09/2019	INV-3041	Traffic management Anketell Road	1,338.27
3934.11204-01		ATC Work Smart	46.75	INV	02/09/2019	GT14999	School based trainee period ending 240819	46.75
3934.11243-01		GPC Asia Pacific Pty Ltd	184.77	INV	02/09/2019	4330143562	Pressure sprayer	59.97
				INV	02/09/2019	1650126739	Ratchet wrench set	124.80

Cheque Listing

Payments made between
01/09/2019 to 30/09/2019



<u>Chq/Ref</u>	<u>Pmt Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Tran</u>	<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
3934.11369-01		Paterson Personal Styling	400.00	INV	02/09/2019	1487	Workshop facilitation Darius Wells	400.00
3934.11374-01		Footie and Flame	150.00	INV	03/09/2019	INV-2642	Citizenship ceremony gifts	150.00
3934.11402-01		Bokashi Composting Australia	13,027.09	INV	03/09/2019	00025215	Bokashi buckets with bokashi mix	13,027.09
3934.11421-01		Kai Best	250.00	INV	04/09/2019	30thAugust2019	Lyrik Awards Round 24	250.00
3934.11464-01		Travis Christopher Seclier	360.00	INV	28/08/2019	A/N23873	Crossover subsidy rebate	360.00
3934.11467-01		Corey William Norman	26,700.00	INV	03/09/2019	3.6	Rates refund	26,700.00
3934.11473-01		Bricks 4 Kidz Applecross	220.00	INV	03/09/2019	IV00000000169	Deposit for Lego event to be held 070320	220.00
3934.11475-01		Karan Mehta	2,684.33	INV	30/08/2019	3.4	Rates refund	2,684.33
3934.11476-01		Regan John Goddard-Borger	1,183.40	INV	30/08/2019	3.5	Rates refund	1,183.40
3934.11479-01		SandWizard Perth	768.00	INV	03/09/2019	INV-190	Deposit for Children's Festival 070320	768.00
3934.11480-01		Joanne Lynne Clarke	1,354.37	INV	03/09/2019	3.6	Rates refund	1,354.37
3934.11482-01		Tracey Kershaw	100.00	RFD	03/09/2019	1475712	Refund bond hall hire 010519	100.00
3934.11483-01		Kristie Treasure	100.00	RFD	03/09/2019	1499814	Refund bond hall hire 240619	100.00
3934.11484-01		Moana Tikoipau	100.00	RFD	03/09/2019	1507073	Refund bond hall hire 310819	100.00
3934.11485-01		Scott MacNiven	100.00	RFD	03/09/2019	1524670	Refund bond Patio hire 280819	100.00
3934.11486-01		Serendipity Pty Ltd	370.20	RFD	03/09/2019	1510340	Refund bond hall hire 270819	300.00
				INV	04/09/2019	3rdSept2019	Refund cancelled booking 270819	70.20
3934.11487-01		Electrical Trades Union	200.00	RFD	03/09/2019	1525469	Refund bond hall hire 260819	200.00
3934.1178-01		Holcim (Australia) Pty Ltd	776.60	INV	03/09/2019	9406505329	3.0m3 concrete Chilcott Street and Gilmore Avenue	776.60
3934.1186-01		Red Dot	50.00	INV	04/09/2019	40968867	Supplies for Term 3 William Bertram Centre	50.00
3934.1227-01		Rockingham Holden	53,545.16	INV	02/09/2019	39070	Assorted parts	694.38
				INV	03/09/2019	50262	New vehicle KWN2112	52,850.78
3934.1282-01		Sealanes (1985) Pty Ltd	642.37	INV	03/09/2019	F5836444	Catering items for Admin	642.37
3934.134-01		Australia Post	6,011.92	INV	04/09/2019	1008848432	Agency commission fees for period ending 310819	6,011.92
3934.1369-01		Premier & Cabinet Department of	490.96	INV	03/09/2019	162667	Government Gazette advertising 010919	490.96
3934.1393-01		Sunny Sign Company Pty Ltd	385.00	INV	02/09/2019	416729	Parts for signs	385.00

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3934.1524-01		Turfmaster Facility Management	19,966.74	INV	03/09/2019	616705	City wide broadleaf weed control 010819	19,966.74
3934.1528-01		Twights Plumbing Pty Ltd	556.60	INV	03/09/2019	G1574	Emergency call out U34 Callistemon Court	556.60
3934.1530-01		Wormald Australia Pty Ltd	1,025.37	INV	04/09/2019	8030535	Routine inspection and testing Admin Aug 19	1,025.37
3934.1572-01		Western Australian Local Government	1,833.01	INV	03/09/2019	I3078302	2019 WA Local Government Convention	1,833.01
3934.1592-01		Water Corporation of Western Austra	6,655.25	INV	15/07/2019	9023167656Jul19	3U Hawkeswood Blvd drink fountains	7.37
				INV	03/09/2019	9000354002Aug19	20U BMX Track amenities	142.09
				INV	03/09/2019	9000343469Aug19	0U Old St John Ambulance building	92.95
				INV	03/09/2019	9000354133Aug19	168U Thomas Oval Pavilion/Tucker St Reserve	1,742.78
				INV	03/09/2019	9000348470Aug19	251U Depot	1,081.08
				INV	03/09/2019	9000343688Aug19	1U Little Rascals	281.31
				INV	03/09/2019	9000358337Aug19	9U Boy Scouts Hall	22.11
				INV	03/09/2019	9000358839Aug19	9U Medina Hall	579.43
				INV	03/09/2019	9000358310Aug01	3U Medina Oval	797.07
				INV	03/09/2019	9000358329Aug19	2U Girl Guides Hall	4.91
				INV	03/09/2019	9000358855Aug19	91U Kwinana Senior Citizens Centre	595.01
				INV	03/09/2019	9000356366Aug19	54U Bright Futures	318.58
				INV	03/09/2019	9000657641Aug19	25U Orelia Oval	990.56
3934.1669-01		Zipform Pty Ltd	9,644.40	INV	03/09/2019	191847	Firebreak notice production and mailing	9,644.40
3934.1830-01		Biffa Bins	310.00	INV	03/09/2019	0859362	4 cubic metre skip for Callistemon Court	310.00
3934.1849-01		Environmental Health Association	520.00	INV	02/09/2019	5478	EHA 2019 Conference	520.00
3934.1856-01		Cornerstone Legal	165.00	INV	03/09/2019	16498	Legal fee matter No 004835	165.00
3934.188-01		Beaurepaires Tyres Kwinana	1,827.44	INV	03/09/2019	U548353398	Supply and fit tyres to truck 1EFA503	1,827.44
3934.2125-01		Synergy	4,416.48	INV	04/09/2019	328747050Aug19	54U U5 45 Chilcott Street	77.26
				INV	04/09/2019	277773560Aug19	2728U Banksia Park	856.57
				INV	04/09/2019	130957780Aug19	484U Banksia Park/Callistemon Court	198.40
				INV	04/09/2019	330244930Aug19	1U U65 10 Barrick Road	42.35
				INV	04/09/2019	884861450Aug19	3560U Callistemon Court	1,084.99
				INV	04/09/2019	326150000Aug19	113U Callistemon Court	82.17
				INV	03/09/2019	690941950Aug19	0U Gabor Park	106.10
				INV	03/09/2019	824098750Aug19	79U Thomas Road Entry	127.83
				INV	03/09/2019	254890650Aug19	25U Malden Park BBQs	114.84
				INV	03/09/2019	254890320Aug19	11U Rushbrooke Park BBQs	110.98

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				INV	03/09/2019	882174540Aug19	4U Public open space lighting The Strand	108.92
				INV	03/09/2019	126641430Aug19	1134U Lights for Tavern carpark Robbos Place	397.50
				INV	03/09/2019	544003140Aug19	15U Wellard Road verge	195.60
				INV	03/09/2019	151880770Aug19	466U Carpark lighting City Centre	282.87
				INV	03/09/2019	114826050Aug19	519U Bore industrial s/scapes Kwinana Beach	285.25
				INV	03/09/2019	473346610Aug19	59U Wellard Park smart meter	215.97
				INV	03/09/2019	546496270Aug19	76U Skottowe Park	128.88
3934.2154-01		Murdoch University Foundation	4,000.00	INV	27/08/2019	9706-00900.14340	2019 City of Kwinana Scholarship	4,000.00
3934.2224-01		Prestige Catering & Event Hire	908.60	INV	03/09/2019	00025021	Additional catering for event 310819	57.00
				INV	03/09/2019	00025018	Catering 280819	513.00
				INV	03/09/2019	00025067	Catering 020919	338.60
3934.2247-01		Rankine Mosquito Management	1,193.50	INV	03/09/2019	KWI-01-02	Mosquito monitoring program August 19	1,193.50
3934.2339-01		ZircoData Pty Ltd	604.97	INV	02/09/2019	ZDW0089679	Offsite storage pick up and retrieval service	604.97
3934.235-01		Bristol Cleaning Services	690.00	INV	03/09/2019	0819-2	Window cleaning Callistemon Court U5	90.00
				INV	03/09/2019	0819-4	Window cleaning Callistemon Court U7	90.00
				INV	03/09/2019	0819-3	Window cleaning Banksia Park U32	90.00
				INV	03/09/2019	0719-1	Window cleaning Banksia Park U33	90.00
				INV	03/09/2019	0819-1	Window cleaning Banksia Park U74	90.00
				INV	03/09/2019	0819C	Clubhouse cleaning July and August 19	240.00
3934.248-01		Bunnings Building Supplies	749.97	INV	03/09/2019	2163/01187229	Assorted timber	446.50
				INV	02/09/2019	2163/01189889	Paint for Emerald Park	126.50
				INV	03/09/2019	2163/99804409	Makita automotive charger DC18SE	176.97
3934.2546-01		Sigma Chemicals	949.30	INV	03/09/2019	130791/01	Digital large clock Recquatic	447.15
				INV	03/09/2019	130763/01	Digital clock for group fitness studio Recquatic	502.15
3934.2565-01		Ausco Modular Pty Ltd	1,471.80	INV	03/09/2019	7189137	Demountable hire 010919 to 300919	1,471.80
3934.2698-01		Wilson Security Pty Ltd	873.90	INV	03/09/2019	W00246424	Security patrols Callistemon Court August 19	873.90
3934.3233-01		Tricia Marree Willis	264.06	INV	04/09/2019	29thJuly2019	Refund cancelled membership Recquatic	264.06
3934.335-01		City of Rockingham	18,405.66	INV	03/09/2019	107242	Tip fees to 090819	18,405.66
3934.3450-01		West Coast Shade	308.00	INV	03/09/2019	00009884	Dismantle shade sails Ludlow Park	308.00
3934.3452-01		Western Maze Pty Ltd	10,638.94	INV	03/09/2019	00000142	Green waste collection Area 3	10,638.94

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3934.357-01		BullAnt Security Pty	252.50	INV	02/09/2019	10190864	Rekey lock on door Thomas Kelly Pavilion	252.50
3934.3589-01		Envirocare Systems Pty Ltd	278.52	INV	02/09/2019	45473	Waterless urinal service plan Recquatic	278.52
3934.3877-01		Schweppes Australia Pty Ltd	729.48	INV	02/09/2019	0808970175	Assorted drinks Recquatic	729.48
3934.3916-01		Kwinana Industries Council	434.55	INV	02/09/2019	00012010	School based trainee period ending 160819	289.70
				INV	02/09/2019	00012009	School based trainee period ending 160819	144.85
3934.3999-01		Wizard Training Solutions	3,410.00	INV	02/09/2019	WTS09	Proactive approach, dealing with difficult customers course	3,410.00
3934.4002-01		Savage Surveying	770.00	INV	02/09/2019	21648	Detail survey Medina Oval	770.00
3934.407-01		Winc Australia Pty Ltd	53.68	INV	04/09/2019	9028192691	Stationery August 19	22.64
				INV	04/09/2019	9028210500	Stationery August 19	31.04
3934.4077-01		PK Technology Pty Ltd	1,373.90	INV	03/09/2019	000014410	Relocation of VHF antenna	1,373.90
3934.4179-01		Australian Office Leading Brands	91.65	INV	04/09/2019	96193333	Preseal envelopes	91.65
3934.4245-01		ED Property Services	3,916.00	INV	03/09/2019	00001323	Replace outside hand rails U73 and U74 Callistemon	473.00
				INV	03/09/2019	00001325	Renewal of wardrobe U40 Callistemon Court	3,080.00
				INV	03/09/2019	00001326	Minor repairs to cupboards U65 Callistemon Court	363.00
3934.4790-01		Spotlight Pty Ltd	189.00	INV	02/09/2019	006505014842	Tablecloths Recquatic	189.00
3934.4861-01		Big W	482.00	INV	03/09/2019	953939	Animal food dog pound	236.00
				INV	03/09/2019	953940	Picture frames Banksia Park Clubhouse	114.00
				INV	03/09/2019	953944	Various items for Banksia Park	132.00
3934.492-01		Dianne Stronach	80.00	INV	04/09/2019	28thAugust2019	Reimburse training	80.00
3934.5035-01		Quell Cleen	150.00	INV	03/09/2019	00051932	Vacate clean Callistemon Court U5	150.00
3934.5520-01		Master Lock Service	185.00	INV	03/09/2019	00006254	Replace security door lock Callistemon Court	185.00
3934.5645-01		Name Badge World	43.40	INV	02/09/2019	BW3011	Name badges	43.40
3934.5823-01		Accord Security Pty Ltd	654.50	INV	03/09/2019	00023919	Cash handling collection service August 19	654.50
3934.6000-01		Scott Printers Pty Ltd	5,836.60	INV	03/09/2019	136845	Spirit newsletter	5,836.60
3934.6018-01		ALSCO Pty Ltd	84.25	INV	03/09/2019	CPER1968387	Linen for catering	84.25
3934.6032-01		Isubscribe	749.10	INV	03/09/2019	INV-37111	Additional annual magazine subscriptions	749.10
3934.6224-01		The Grant Finder	652.50	INV	03/09/2019	00148	'Boredom Busters' classes August 19	652.50

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3934.6267-01		Woolworths Group Limited	1,414.24	INV	03/09/2019	38642147	Stock	111.20
				INV	03/09/2019	3295601	Food for Drop In Term 3 Zone	142.13
				INV	03/09/2019	3295611	Food for Master Chef Term 3 Zone	23.80
				INV	03/09/2019	3295606	Items for Zone	7.17
				INV	02/09/2019	3295615	Items for Recquatic	173.20
				INV	02/09/2019	3295613	Cafe supplies Recquatic	65.80
				INV	02/09/2019	3606600	Items for Recquatic	108.00
				INV	02/09/2019	3295610	Items for City Operations	153.07
				INV	03/09/2019	3295618	Items for Depot	39.55
				INV	03/09/2019	38932516	Items for Admin	265.54
				INV	03/09/2019	3295626	Milk for Zone	8.37
				INV	03/09/2019	3295632	Items for Bright Futures	129.36
				INV	03/09/2019	3295627	Supplies for Bright Futures	133.55
				INV	03/09/2019	3295636	Bottled water and tissues for Banksia Park	53.50
3934.6336-01		Print and Design Online Pty Ltd	150.00	INV	03/09/2019	16739	Recquatic website upgrade with Qikkids	150.00
3934.6370-01		Elexacom	16,725.23	INV	03/09/2019	27268	Install exhaust toilet fan Callistemon Court U5	373.41
				INV	03/09/2019	27300	Service pathway lights Callistemon Court	461.52
				INV	03/09/2019	27239	Install jumper cable Depot 090819	477.37
				INV	03/09/2019	27238	Electrical works Recquatic store room	95.61
				INV	03/09/2019	27253	Repair BBQ Gemstone Park	859.54
				INV	03/09/2019	27254	Installation of BBQ Edge Skatepark	9,539.23
				INV	02/09/2019	27259	Maintenance repairs William Bertram Centre 280319	475.88
				INV	02/09/2019	27292	Electrical testing Incubator and ICT 190819	174.68
				INV	02/09/2019	27291	Service vehicle charger Casuarina Fire Station	343.72
				INV	02/09/2019	27208	Replace external light timers Admin building	768.65
				INV	02/09/2019	27293	Service outside lights Thomas Kelly Pavilion	955.35
				INV	03/09/2019	27240	Reset circuit breaker at Thomas Kelly Pavilion	192.08
				INV	03/09/2019	27299	Repairs to external flood light at Depot	858.47
				INV	03/09/2019	27298	Cable replaced to UV light at Adventure Park	550.35
				INV	03/09/2019	27295	Repairs to lights at Thomas Kelly Pavilion	599.37
3934.665-01		Gregs Glass	2,330.00	INV	03/09/2019	7750-19	Install new shower screen U15 Callistemon Court	620.00

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				INV	03/09/2019	7456-19	Repairs to windows and screen U7 Callistemon Court	770.00
				INV	03/09/2019	7684-19	Install new shower screen U5 Callistemon Court	940.00
3934.6710-01		Shane Anthony Russon	1,600.00	INV	03/09/2019	3.6	Rates refund	1,600.00
3934.6872-01		Schindler Lifts Australia Pty Ltd	669.49	INV	03/09/2019	4678724168	Lift maintenance to 300919 John Wellard Centre	669.49
3934.7042-01		Quantum Building Services	2,181.58	INV	03/09/2019	00002755	Installation of ventilators at Kwinana Rotary Club	2,181.58
3934.7388-01		Morris Jacobs	287.50	INV	03/09/2019	89	Facilitate Art with Morris for Kids 210819	132.50
				INV	03/09/2019	88	Facilitate Tuesday Art 200819	155.00
3934.7403-01		Jasman Enterprises Pty Ltd	225.50	INV	02/09/2019	00023812	Diesel pressure cleaner repair	225.50
3934.7604-01		Tanya Halliday	50.00	INV	03/09/2019	29thAugust2019	Reimburse birth certificate fee for The Zone	50.00
3934.7605-01		Flying Canape	2,250.00	INV	03/09/2019	11509	Catering 270819	2,250.00
3934.762-01		Blackwood & Sons Ltd	100.78	INV	02/09/2019	GS2327TQ	PPE Depot	100.78
3934.7625-01		Flex Industries Pty Ltd	167.75	INV	02/09/2019	2061604	1GMX033 Diagnostic repair	167.75
3934.7689-01		VARIDESK	1,700.50	INV	03/09/2019	IVC-2-1257572	2 x Varidesks Proplus36 with accessories	1,700.50
3934.7894-01		Walter J Pratt Pty Ltd	5,250.00	INV	02/09/2019	611166	Computer and hard drive replacement Recquatic	4,950.00
				INV	02/09/2019	611167	Troubleshoot Pool PLC issues Recquatic	300.00
3934.8001-01		Diversity Sustainable Development	1,584.00	INV	03/09/2019	25	Outpost data loggers	1,584.00
3934.8099-01		Total Tools Rockingham	137.00	INV	02/09/2019	77301	2 x concrete racks	137.00
3934.8302-01		Chris Kershaw Photography	440.00	INV	03/09/2019	L2549	Citizenship Ceremony photography 270819	440.00
3934.8421-01		Back Beach Co	591.50	INV	02/09/2019	16833	Assorted towels for sale in Recquatic Proshop	591.50
3934.8489-01		Carlin Team	583.94	INV	03/09/2019	3.6	Rates refund	583.94
3934.8821-01		Kelvin John Rudd	106.96	INV	03/09/2019	3.6	Rates refund	106.96
3934.8899-01		Majestic Plumbing	1,954.36	INV	03/09/2019	234309	Repairs to kitchen tap U1 Callistemon Court	213.66
				INV	03/09/2019	234323	Replaced kitchen sink U7 Callistemon Court	201.01
				INV	03/09/2019	234338	Repairs to kitchen taps U74 Callistemon Court	88.13

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				INV	03/09/2019	234230	Service toilet Callistemon Court U25	425.00
				INV	03/09/2019	234231	Repair leaking toilet Callistemon Court U35	220.26
				INV	03/09/2019	234229	Service water fountain Honeywood Oval	806.30
3934.8998-01		McLeods	3,186.70	INV	03/09/2019	109637	Legal fees matter No 42801	346.50
				INV	03/09/2019	108109	Legal fees matter No 42801	2,840.20
3934.8999-01		Jarod Paul Griffiths	327.00	INV	02/09/2019	28thAugust2019	Reimbursement of medical expenses	135.00
				INV	04/09/2019	2ndSeptember2019	Reimbursement of of medical expenses	192.00
3934.9013-01		Department of Mines, Industry	9,649.27	INV	04/09/2019	August2019	Building Services Levy August 2019	9,649.27
3934.9019-01		Kearns Garden Supplies	190.00	INV	03/09/2019	41-21/08/19	20 bags of C Wise Humiclay soil conditioner	190.00
3934.903-01		Lo-Go Appointments	3,147.98	INV	03/09/2019	00420397	Temp staff week ending 100819	3,147.98
3934.9044-01		TenderLink	603.90	INV	03/09/2019	AU-289074	Tenderlink services August 19	603.90
3934.9345-01		Accidental Health & Safety Perth	477.30	INV	02/09/2019	618176	First aid items Depot	477.30
3934.9521-01		Edge Flight Allstars	255.60	INV	04/09/2019	3rdSept2019	Refund cancelled booking 071219	255.60
3934.9572-01		Aaron Thomas	650.00	INV	03/09/2019	121	Open Mic event 220819	650.00
3934.9896-01		Mad Dog Promotional Products Pty Lt	820.00	INV	04/09/2019	INV-1677	Custom made polo shirts The Zone	820.00
3935	11/09/2019	EFT TRANSFER: - 12/09/2019	106,888.90					
3935.565-01		Bright Futures Family Day Care - Pa	106,888.90	INV	11/09/2019	260819 to 080919	FDC Payroll 260819 to 080919	106,888.90
3936	11/09/2019	EFT TRANSFER: - 12/09/2019	22,773.76					
3936.568-01		Bright Futures In Home Care - Payro	22,773.76	INV	11/09/2019	260819 to 080919	IHC Payroll 260819 to 080919	22,773.76
3937	13/09/2019	EFT TRANSFER: - 13/09/2019	931,790.81					
3937.10010-01		Cyrenian House	300.00	RFD	11/09/2019	1509781	Refund bond hall hire 040919	300.00
3937.10311-01		Go Doors Pty Ltd	2,769.80	INV	11/09/2019	82775	Scheduled maintenance at various locations July 19	2,307.80
				INV	10/09/2019	83149	Service roller shutter Wellard Pavilion	462.00
3937.1033-01		Nilfisk Pty Ltd	1,333.20	INV	10/09/2019	PRI0002133	Service charge August 19 The Zone	1,333.20
3937.10409-01		Bon Leisure	47,037.00	INV	10/09/2019	1038	Management contract instalment 120719 to 110819	10,975.00
				INV	10/09/2019	1042	Management contract instalment 120919 to 111019	10,975.00
				INV	10/09/2019	1040	Management contract instalment 120819 to 110919	10,975.00

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				INV	10/09/2019	1039	Consulting contract instalment 120819 to 110919	4,704.00
				INV	10/09/2019	1041	Consulting contract instalment 120919 to 111019	4,704.00
				INV	10/09/2019	1037	Consulting contract instalment 120619 to 110719	4,704.00
3937.10462-01		Esri Australia Pty Ltd	5,753.00	INV	10/09/2019	90072734	3D Analyst for desktop license 060919 to 050920	5,753.00
3937.10506-01		Shred-X Pty Ltd	60.72	INV	09/09/2019	01317576	Exchange and destroy secure document bins	60.72
3937.10583-01		Green Services	1,900.00	INV	10/09/2019	1303	Compost workshop fee 070919	1,900.00
3937.10649-01		Alex Krsnik	10,641.34	INV	11/09/2019	SQ190010	City Centre litter collection August 2019	3,154.36
				INV	11/09/2019	SQ190008	Maintenance of public access ways	1,668.16
				INV	11/09/2019	SQ190011	Litter pick up along Beacham Crescent	143.00
				INV	11/09/2019	SQ190006	Spray and slash front verge and side block at Bright Futures	330.00
				INV	11/09/2019	SQ190009	Roundabout maintenance July 19	3,469.77
				INV	11/09/2019	SQ190012	Slashing, spraying and litter collection Medina	550.00
				INV	11/09/2019	SQ190005	Litter pick up Leda Boulevard	275.00
				INV	11/09/2019	SQ190007	Landscape maintenance Hope Valley Road August 19	1,051.05
3937.10756-01		Retech Rubber	220.00	INV	09/09/2019	00002924	Orelia Pavilion repair soft fall rubber	220.00
3937.10921-01		Visage Productions	11,000.00	INV	09/09/2019	1052	Our Town 'Kwinana' episode	11,000.00
3937.11049-01		QTM Pty Ltd	4,475.80	INV	11/09/2019	INV-3175	Traffic management for traffic counters	856.75
				INV	11/09/2019	INV-3173	Traffic management for footpath repairs Nunney Rd	1,429.59
				INV	11/09/2019	INV-3113	Traffic management for asphalt repairs 190819	761.55
				INV	06/09/2019	Inv-3089	Traffic management Kwinana Beach 200819	571.16
				INV	06/09/2019	INV-3093	Traffic management Kwinana Beach 200819	856.75
3937.11087-01		CD & P Pty Ltd	4,820.20	INV	12/09/2019	5526	SAT planning mediations	4,820.20
3937.11240-01		Blackadder Associates Pty Ltd	15,607.24	INV	09/09/2019	19/1031	Recruitment for Director City Business	15,607.24
3937.11243-01		GPC Asia Pacific Pty Ltd	389.85	INV	06/09/2019	4330143828	Extension lead	13.48
				INV	06/09/2019	1650127445	Mirror head	68.23
				INV	06/09/2019	1650127364	Mirror head	68.23

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				INV	06/09/2019	1650127710	Misfuelling cap	173.80
				INV	06/09/2019	1650126467	Magnifying glasses	66.11
3937.11244-01		Netstar Australia Pty Ltd	6,829.68	INV	05/09/2019	72824	Ezy2c website subscription renewal	6,829.68
3937.1130-01		Port Printing Works	39.60	INV	10/09/2019	INV042706	Business cards	39.60
3937.11308-01		eMatrix Training	6,270.00	INV	12/09/2019	EM0261	Collection & hardship training 150719	6,270.00
3937.11371-01		Justin Randall	325.00	INV	09/09/2019	KWIN#0919-01	Justin Randall Book Week author talk 2019	325.00
3937.11406-01		Leaf Bean Machine Pty Ltd	328.90	INV	10/09/2019	00068117	Installation of coffee machine Recquatic	328.90
3937.11420-01		Kleenheat	4,981.90	INV	12/09/2019	2576887Sep19	Monthly gas charges various locations	4,981.90
3937.11448-01		Rancho Sombrero	940.00	INV	05/09/2019	20190830	Social club staff function 300819	940.00
3937.11493-01		Amanda Jane Williams	138.25	INV	11/09/2019	9thSept2019	Refund cancellation of patio hire	38.25
				RFD	11/09/2019	1498080	Refund bond Patio hire 190619	100.00
3937.11494-01		Wayne David Woodhouse	100.00	RFD	11/09/2019	1513145	Refund bond Patio hire 080819	100.00
3937.11495-01		Jamie Robert James McManus	100.00	RFD	11/09/2019	1527358	Refund bond hall hire 290819	100.00
3937.11496-01		Chris Watts	100.00	RFD	11/09/2019	1510340	Refund bond Patio hire 070919	100.00
3937.11497-01		Deepti Sukumar Pillai	1,000.00	RFD	11/09/2019	1510340	Refund bond hall hire 080919	1,000.00
3937.11498-01		Michelle Macdonald	175.00	INV	12/09/2019	2ndSept2019	Financial assistance for AFL Masters competition	175.00
3937.115-01		AAA Asphalt Surfaces	1,100.00	INV	06/09/2019	00006246	Pallet of asphalt	1,100.00
3937.1178-01		Holcim (Australia) Pty Ltd	1,814.78	INV	06/09/2019	9406514940	3m3 concrete	793.10
				INV	06/09/2019	9406517032	.60m3 concrete	557.70
				INV	10/09/2019	9406471059	1.4m3 concrete	463.98
3937.1249-01		Royal Life Saving Society	1,672.00	INV	10/09/2019	102832	Home pool barrier inspection	1,672.00
3937.1276-01		Satellite Security Services	419.30	INV	11/09/2019	IV006310	Replaced DGP battery to security system at Depot	165.00
				INV	06/09/2019	IV006304	Service duress battery The Zone	254.30
3937.1317-01		Bullivants Pty Ltd	79.40	INV	10/09/2019	DMI400914404	Safety parts and inspection	79.40
3937.1338-01		South West Group	35,652.65	INV	10/09/2019	192005	2019/20 SWG Member Contribution 1st Instalment	35,652.65
3937.1360-01		St John Ambulance Australia (WA) In	128.00	INV	09/09/2019	FAINV00217448	Provide first aid training 16 August 2019	128.00
3937.1393-01		Sunny Sign Company Pty Ltd	1,149.50	INV	10/09/2019	417234	Signs	407.00

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				INV	11/09/2019	417817	Double sided street signs with logo	222.75
				INV	06/09/2019	417252	Double sided signs	222.75
				INV	06/09/2019	414497	Double sided sign	74.25
				INV	06/09/2019	4162247	Double sided signs	222.75
3937.1423-01		Telstra	11,579.76	INV	09/09/2019	1355246271Aug19	Mobile/devices charges August 2019	9,088.14
				INV	12/09/2019	9385375010Sep19	Internet and data to 240919	2,491.62
3937.1474-01		Toll Transport Pty Ltd	338.08	INV	12/09/2019	1050297	Courier charge 220819	42.14
				INV	12/09/2019	1050714	Courier charge 270819	45.14
				INV	12/09/2019	0381-T221490	Courier charges 030719	26.09
				INV	12/09/2019	0380-T221490	Courier charges 270519 & 310519	31.77
				INV	12/09/2019	1049913	Courier charges 140819	36.86
				INV	12/09/2019	1049541	Courier charges 070819 & 090819	64.04
				INV	12/09/2019	1048401	Courier charges 170719	55.18
				INV	30/06/2019	1043995	Courier for transport for food/water analysis	36.86
3937.1561-01		WA Limestone Co	198.79	INV	11/09/2019	ML6116	5mm washed blue metal to Depot	198.79
3937.1572-01		Western Australian Local Government	215.00	INV	09/09/2019	I3078173	Making Local Laws training	215.00
3937.1592-01		Water Corporation of Western Austra	469.96	INV	10/09/2019	9000334597Sep19	Feilman Building service charges	320.08
				INV	12/09/2019	9000345691Sep19	61U Wastestream	149.88
3937.1614-01		Westbooks	857.64	INV	10/09/2019	309061	Library items	55.53
				INV	09/09/2019	308880	Junior Items for collection	19.97
				INV	09/09/2019	308883	Popular adult novels	159.55
				INV	09/09/2019	308879	Junior requests	105.59
				INV	09/09/2019	308882	Adult requests	46.23
				INV	09/09/2019	308885	Adult items for requests	165.49
				INV	09/09/2019	308884	Junior items for requests	72.28
				INV	09/09/2019	308878	Purchase of local stock books	233.00
3937.1689-01		Sandra Elizabeth Lee	689.08	INV	12/09/2019	August2019	Reimbursement of travel and apparel expenses Aug 19	689.08
3937.1726-01		Kyocera Document Solutions Australi	7,412.25	INV	10/09/2019	2811569983	Umango Extract annual support & maintenance	2,840.20
				INV	09/09/2019	2852439705	Copy cost Depot Demountable August 19	215.00
				INV	09/09/2019	2852439711	Copy cost Admin Planning August 19	600.13
				INV	09/09/2019	2852439717	Copy cost Library Public August 19	72.09

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				INV	09/09/2019	2852439723	Copy cost Bertram Community Centre August 19	22.80
				INV	09/09/2019	2852439706	Copy cost City Leadership Team August 19	230.53
				INV	09/09/2019	2852439712	Copy cost Admin Governance August 19	453.87
				INV	09/09/2019	2852439718	Copy cost Admin CSO August 19	112.31
				INV	09/09/2019	2852439724	Copy cost Banksia Park August 19	117.58
				INV	09/09/2019	2852439707	Copy cost Business Incubator August 19	174.17
				INV	09/09/2019	2852439713	Copy cost Admin Finance	63.37
				INV	09/09/2019	2852439719	Copy cost Wellard Community Centre August 19	192.64
				INV	09/09/2019	2852439708	Copy cost Community Centre Team August 19	163.93
				INV	09/09/2019	2852439714	Copy cost Bright Futures August 19	464.64
				INV	09/09/2019	2852439720	Copy cost Admin Records August 19	766.18
				INV	09/09/2019	2852439709	Copy cost Library Staff August 19	138.30
				INV	09/09/2019	2852439715	Copy cost Depot Admin	109.64
				INV	09/09/2019	2852439721	Copy cost Darius Downstairs Reception August 19	92.34
				INV	09/09/2019	2852439710	Copy cost Zone Staff August 19	52.32
				INV	09/09/2019	2852439716	Copy cost Recquatic August 19	414.32
				INV	09/09/2019	2852439722	Copy cost Zone Reception August 19	115.89
3937.1849-01		Environmental Health Association	395.00	INV	09/09/2019	5584	WA State Environmental Health Conference	395.00
3937.1856-01		Cornerstone Legal	2,500.00	INV	06/09/2019	16530	Legal fees matter No 004670	2,500.00
3937.1858-01		Roscos Trade Mate	484.00	INV	10/09/2019	0000758	Service door lock KWN1981	484.00
3937.1937-01		Coles Group & Myer	3,309.85	INV	10/09/2019	CGC833914	Gift vouchers	3,309.85
3937.1948-01		Maia Financial Pty Ltd	96,353.39	INV	12/09/2019	C26495	Quarterly leasing for period 011019 to 311219	96,353.39
3937.2097-01		Beaver Tree Services Aust Pty Ltd	60,504.40	INV	11/09/2019	70165	Clearance of various sites post storm damage	3,465.00
				INV	11/09/2019	70189	Weekly tree maintenance as requested various sites	10,395.00
				INV	09/09/2019	70058	Stump grinding various locations	1,111.00
				INV	09/09/2019	70098	Vegetation clearance Beacham Crescent	1,892.00
				INV	09/09/2019	70095	Tree pruning and traffic management Gilmore Avenue	18,845.20
				INV	09/09/2019	70054	Vegetation clearance various locations August 19	13,860.00

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				INV	09/09/2019	70094	Vegetation clearance Orton Road	3,814.80
				INV	09/09/2019	70046	Climbing works Price Parkway	1,320.00
				INV	09/09/2019	70045	Stump grinding Price Parkway	143.00
				INV	09/09/2019	70097	Tree pruning Earl Court	436.70
				INV	09/09/2019	70096	Vegetation clearance Cockburn Road	4,785.00
				INV	09/09/2019	70044	Tree pruning Esther Lane	436.70
3937.2121-01	Suez		1,319.42	INV	11/09/2019	33563993	Green waste bin and tipping fees for Depot August	1,319.42
3937.2125-01	Synergy		194,610.79	INV	12/09/2019	198694990Sep19	50216U Admin/Arts/Parmelia	13,612.48
				INV	12/09/2019	118367820Sep19	5230U New Thomas Oval Pavilion	1,319.23
				INV	12/09/2019	422268910Sep19	7557U Depot	2,098.06
				INV	12/09/2019	258360080Sep19	3142U Kwinana Adventure Park	852.91
				INV	12/09/2019	177581220Sep19	95132U Recquatic	22,610.27
				INV	12/09/2019	149872970Sep19	4896U Incubator	1,314.92
				INV	12/09/2019	141057240Sep19	14317U The Zone	3,950.35
				INV	12/09/2019	504616220Sep19	35U Rogan Park	198.69
				INV	12/09/2019	135567600Sep19	50953U Darius Library/Resource Centre	13,555.69
				INV	09/09/2019	224882670Aug19	756U Little Rascals	315.65
				INV	10/09/2019	856518550Sep19	Decorative lighting	2,679.62
				INV	10/09/2019	191359550Aug19	50U Ridley Park	214.49
				INV	10/09/2019	526240500Aug19	22U Thomas Road pump 2	197.71
				INV	10/09/2019	543072120Aug19	40U Gilmore Ave pump 2	201.23
				INV	10/09/2019	179469390Sep19	4142U Bertram Community Centre	1,254.26
				INV	10/09/2019	107029100Sep19	3337U Wellard Community Centre	871.87
				INV	10/09/2019	169027380Aug19	0U Gemstone/Johnson Road entry statement lighting	3.06
				INV	10/09/2019	845563650Aug19	36U BBQ Apex Park	116.57
				INV	10/09/2019	921049150Aug19	9014U Medina Hall	2,588.87
				INV	10/09/2019	792417950Sep19	Street lighting	116,180.19
				INV	10/09/2019	201352990Aug19	362U Newstead Park smart meter	134.42
				INV	10/09/2019	256732610Aug19	298U Hoyle Road Park	183.45
				INV	10/09/2019	272150100Aug19	40U Prince Regent Gate Reserve	201.86
				INV	10/09/2019	861503150Aug19	608U Medina Oval	307.07
				INV	10/09/2019	316580380Aug19	5257U Medina Oval lighting	1,550.91
				INV	10/09/2019	461218120Aug19	22U Nye Way retic	200.84
				INV	10/09/2019	516172020Aug19	13U Gilmore Ave pump 1	195.20

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				INV	10/09/2019	765774910Aug19	1731U Bright Futures	580.58
				INV	10/09/2019	819683070Aug19	1387U Harley Way car park lighting	483.84
				INV	10/09/2019	382919470Aug19	18U Medina Centre Reserve	106.05
				INV	10/09/2019	832505320Aug19	64U Ascot Park	120.60
				INV	10/09/2019	113658350Aug19	16U Hennessy Park	105.49
				INV	10/09/2019	187992920Aug19	35U Bertram Road bore	110.89
				INV	10/09/2019	169026580Aug19	383U Johnson/Gemstone bore	207.03
				INV	10/09/2019	450583710Aug19	330U Bertram Oval	268.31
				INV	10/09/2019	312758410Aug19	26U Epidote Park	108.39
				INV	10/09/2019	566336000Aug19	0U Fire pump for water tanker	108.26
				INV	10/09/2019	282690350Aug19	4248U Casuarina Wellard Station/Hall/reserve bore	1,275.99
				INV	10/09/2019	766868640Aug19	643U Smirks Cottage	284.41
				INV	10/09/2019	023172940Aug19	24U Bertram Park	111.47
				INV	10/09/2019	157165580Aug19	1047U Thomas Oval lights	396.11
				INV	10/09/2019	192738060Aug19	1U Price Parkway floodlights	105.11
				INV	10/09/2019	219451010Aug19	51U Millbrooke Ave bore	118.93
				INV	10/09/2019	219451200Aug19	32U Sulphur Road bore	113.67
				INV	10/09/2019	219451580Aug19	36U Price Parkway bore	114.79
				INV	10/09/2019	221037310Aug19	1689U Thomas Oval Pavilion	573.62
				INV	10/09/2019	165493420Aug19	70U Smirks Museum	125.97
				INV	10/09/2019	168917550Aug19	486U Wells Park toilets	298.66
				INV	10/09/2019	652922630Aug19	204U Model Railways change rooms	163.03
				INV	10/09/2019	412205870Aug19	80U Oakley Hollow	128.74
				INV	10/09/2019	700373810Aug19	2U Rutherford Park	100.17
				INV	10/09/2019	185126570Aug19	14U Borthwick Park retic	103.49
				INV	10/09/2019	882732750Aug19	0U Harrison Way	106.61
				INV	10/09/2019	685078510Aug19	28U Gawler Way	112.59
				INV	10/09/2019	285940430Aug19	223U Rhodes Park	247.84
				INV	10/09/2019	925767370Aug19	81U Gilmore Ave retic	221.99
				INV	10/09/2019	098975100Aug19	506U Sandringham Park	283.60
				INV	10/09/2019	223615720Aug19	1493U Banksia Park clubhouse	514.69
3937.218-01		Bob Jane T-Mart	2,214.00	INV	10/09/2019	143149	Tyres and alignment	625.00
				INV	10/09/2019	143268	Tyres and alignment	1,589.00
3937.248-01		Bunnings Building Supplies	1,066.46	INV	11/09/2019	2163/01196011	Oil for park furniture at various parks	713.74

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				INV	10/09/2019	2163/01027838	Paint for wall mural in the Zone Lounge	52.19
				INV	06/09/2019	21638/01027730	Timber screws	107.83
				INV	09/09/2019	2163/01609209	Hardware items Depot	47.39
				INV	06/09/2019	2163/00209898	Hardware items	145.31
3937.2507-01		Ixom Operations Pty Ltd	1,135.53	INV	06/09/2019	6148761	Chlorine gas for Recquatic	126.85
				INV	06/09/2019	6148102	Chlorine gas for Recquatic	1,008.68
3937.2852-01		Downer EDI Works Pty Ltd	1,564.23	INV	10/09/2019	5009965	1.5 tonne granite	223.81
				INV	10/09/2019	5009969	.55 tonne granite	82.06
				INV	10/09/2019	5009968	.55 tonne granite	76.19
				INV	10/09/2019	5009966	1.05 tonne granite	156.66
				INV	10/09/2019	5009722	.50 tonne granite	74.60
				INV	10/09/2019	5009721	1.40 tonne granite	199.32
				INV	10/09/2019	5009720	4.15 tonne granite	751.59
3937.29-01		Acurix Networks Pty Ltd	100.10	INV	10/09/2019	00002320	NBN service September 19 William Bertram Centre	100.10
3937.2925-01		Community Development Department of	1,523.96	INV	10/09/2019	5thSeptember2019	Refund of payment for child care fees 110297	1,523.96
3937.30-01		Carol Elizabeth Adams	81.18	INV	10/09/2019	August19	Reimbursement of travel expenses August 19	81.18
3937.3028-01		Wren Oil	16.50	INV	06/09/2019	73695	Oil waste removal	16.50
3937.3105-01		Poly Pipe Traders	960.60	INV	12/09/2019	00099331	Cable wire	175.00
				INV	12/09/2019	00098882	Hydrant valve boxes	785.60
3937.3155-01		PFD Food Services Pty Ltd	290.45	INV	05/09/2019	KQ724929	Items for Recquatic Cafe	290.45
3937.3212-01		Marketforce Pty Ltd	4,656.41	INV	10/09/2019	29252	Advertising 210819	388.71
				INV	10/09/2019	29251	Advertising 100819	615.85
				INV	10/09/2019	29253	Advertising 240819	615.85
				INV	10/09/2019	29246	Advertising 280819	935.00
				INV	10/09/2019	29244	Advertising 070819 & 210819	2,101.00
3937.335-01		City of Rockingham	11,347.10	INV	12/09/2019	107492	Tip fees to 300819	11,347.10
3937.339-01		Civica Pty Ltd	8,717.81	INV	09/09/2019	M/LG012747	License, support & maintenance October 2019	8,717.81
3937.342-01		CJD Equipment Pty Ltd	1,129.94	INV	10/09/2019	006269437	Repair transmission KWN1902	1,129.94
3937.3452-01		Western Maze Pty Ltd	3,092.08	INV	11/09/2019	00000155	Green waste collection	3,092.08
3937.357-01		BullAnt Security Pty	557.55	INV	06/09/2019	10189871	Supply keys Admin	60.00

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				INV	06/09/2019	10190988	Supply keys	30.00
				INV	06/09/2019	10190106	Key padlocks	467.55
3937.358-01		Coastline Mowers	157.40	INV	10/09/2019	21151#5	4mm stones & super clean cans	122.40
				INV	10/09/2019	21193#10	4mm stones	35.00
3937.3999-01		Wizard Training Solutions	2,970.00	INV	09/09/2019	WTS11	'Challenging Members of the Public' group training	2,970.00
3937.407-01		Winc Australia Pty Ltd	130.40	INV	10/09/2019	9028395591	Stationery	64.28
				INV	10/09/2019	9028388205	Stationery	66.12
3937.4125-01		LD Total	107,073.45	INV	09/09/2019	100851	Landscape maintenance Sunrise Estate August 19	2,587.54
				INV	09/09/2019	100840	Landscape maintenance Emerald Park August 19	6,733.10
				INV	09/09/2019	100838	Landscape maintenance Belgravia August 19	5,078.39
				INV	09/09/2019	100842	Landscape maintenance Honeywood August 19	15,981.61
				INV	09/09/2019	100853	Landscape maintenance Wellard Village August 19	31,185.47
				INV	09/09/2019	100849	Landscape maintenance Providence August 19	9,370.17
				INV	09/09/2019	100857	Landscape maintenance Whistling Grove August 19	1,986.75
				INV	09/09/2019	100844	Landscape maintenance Honeywood Rise August 19	5,461.12
				INV	09/09/2019	100855	Landscape maintenance Wellard Glen August 19	989.38
				INV	09/09/2019	100847	landscape maintenance Living Edge August 19	817.84
				INV	09/09/2019	100845	Landscape maintenance Latitude 32 August 19	2,755.48
				INV	09/09/2019	100852	Irrigation maintenance Wellard Village August 19	7,332.08
				INV	09/09/2019	100839	Irrigation maintenance Emerald Park August 19	2,050.55
				INV	09/09/2019	100837	Irrigation maintenance Belgravia August 19	1,131.08
				INV	09/09/2019	100841	Irrigation maintenance Honeywood August 19	4,745.32
				INV	09/09/2019	100850	Irrigation maintenance Sunrise Estate August 19	688.48
				INV	09/09/2019	100848	Irrigation maintenance Providence August 19	2,813.78

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				INV	09/09/2019	100856	Irrigation maintenance Whistling Grove August 19	352.15
				INV	09/09/2019	100843	Irrigation maintenance Honeywood Rise August 19	1,441.10
				INV	09/09/2019	100854	Irrigation maintenance Wellard Glen August 19	371.26
				INV	09/09/2019	100846	Irrigation maintenance Living Edge August 19	232.86
				INV	09/09/2019	100363	Additional maintenance Honeywood 310819	272.94
				INV	09/09/2019	100677	Additional maintenance Wellard August 19	2,695.00
3937.4279-01		Data #3 Limited	4,762.12	INV	10/09/2019	01857264	Sonicwall secure upgrade TZ350	4,762.12
3937.4719-01		Complete Office Supplies Pty Ltd	2,415.14	INV	11/09/2019	085019433	Stationery and cleaning supplies for the zone	324.01
				INV	11/09/2019	08593339	Stationery Depot	112.67
				INV	10/09/2019	08573403	Stationery Zone	117.02
				INV	10/09/2019	08573489	Stationery Zone	2.31
				INV	09/09/2019	08564442	Stationery Depot	211.57
				INV	05/09/2019	08581724	Clip down frames Recquatic	627.66
				INV	05/09/2019	08572753	Stationery Recquatic	374.16
				INV	05/09/2019	08571736	Stationery Recquatic	645.74
3937.483-01		Landgate	5,312.80	INV	10/09/2019	350640-10001098	UV chargeable schedule U2019/5 July 2019	882.00
				INV	10/09/2019	35036-10001098	Interim Gross Rental Values charge	4,430.80
3937.4861-01		Big W	42.00	INV	10/09/2019	953942	Stationery packs Zone	20.00
				INV	10/09/2019	953938	Stationery packs Zone	22.00
3937.5004-01		Liberal Party of Australia (WA)	200.00	RFD	11/09/2019	1521609	Refund bond hall hire 200819	200.00
3937.5062-01		Tony Aveling & Associates Pty Ltd	495.00	INV	09/09/2019	10019009	New supervisor training	495.00
3937.5147-01		Perth Audiovisual	231.00	INV	10/09/2019	00207073	Control system service John Wellard Centre	231.00
3937.5581-01		Totally Workwear Rockingham	69.52	INV	06/09/2019	RK48851	Uniforms City Assist	69.52
3937.5742-01		In Safe Hands Educators In Safety P	2,013.00	INV	10/09/2019	7706	Child Protection training courses	2,013.00
3937.5823-01		Accord Security Pty Ltd	3,735.33	INV	10/09/2019	00023927	Security services period ending 010919	3,735.33
3937.5996-01		CMS Engineering Pty Ltd	8,371.00	INV	11/09/2019	33725	Replace disposable filters at Darius Wells Library	1,441.00
				INV	11/09/2019	33724	Replace filters on fan coils at the Zone	1,122.00
				INV	06/09/2019	33671	Air conditioner service Darius Wells August 19	3,413.30
				INV	06/09/2019	33672	Air conditioner service Library	627.00

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				INV	06/09/2019	33673	Air conditioner service Library August 19	539.00
				INV	06/09/2019	33670	Air conditioner service Library August 19	1,228.70
3937.6018-01		ALSCO Pty Ltd	169.53	INV	10/09/2019	CPER1958430	Linen for catering	54.51
				INV	10/09/2019	CPER1969189	Quarterly Celebration catering 040919	115.02
3937.6267-01		Woolworths Group Limited	412.13	INV	10/09/2019	3295623	Cafe supplies Recquatic	74.08
				INV	10/09/2019	39049304	Items for Admin	121.85
				INV	10/09/2019	3295634	Food for Zone program	40.00
				INV	10/09/2019	3295639	Food for Master Chef Term 3 Zone	31.13
				INV	09/09/2019	3295641	Morning tea Depot	62.09
				INV	05/09/2019	3295635	Items for Recquatic	82.98
3937.6289-01		Clockwork Print	325.60	INV	06/09/2019	INV-0059235	2 x decorative flags John Wellard Centre	325.60
3937.6370-01		Elexacom	6,583.32	INV	06/09/2019	27309	Test car park lighting Admin 160819	672.60
				INV	06/09/2019	27297	Electrical service Frank Konecny Centre 150819	1,889.66
				INV	09/09/2019	27267	Wellard Pavilion repair light	252.85
				INV	09/09/2019	27270	The Resource Centre (Wandi) repair HWS	192.08
				INV	09/09/2019	27308	Adventure Park toilet lighting repair	72.03
				INV	10/09/2019	27004	Relocate phone point at Orelia Pavilion	927.30
				INV	10/09/2019	27306	Electrical services William Bertram Centre	562.52
				INV	10/09/2019	27310	6 monthly RCD testing Rhodes Park	48.02
				INV	10/09/2019	27307	Electrical testing Casuarina Hall	502.07
				INV	11/09/2019	27388	Repairs to spit fire emergency lights and testing	918.72
				INV	11/09/2019	27056	Repairs to lights in toilet at Koorliny Art Centre	545.47
3937.6566-01		Isentia Pty Limited	1,353.00	INV	10/09/2019	MN0776163	Media monitoring for September 19	1,254.00
				INV	10/09/2019	MN0776164	Media audio download	99.00
3937.682-01		Harmony Software	1,145.10	INV	10/09/2019	I3-335	Educator subscriptions August 2019	1,145.10
3937.684-01		Hart Sport	2,256.00	INV	05/09/2019	10039256	Electronic scoreboard	2,256.00
3937.6872-01		Schindler Lifts Australia Pty Ltd	115.50	INV	06/09/2019	4678729620	Telealarm & line monitoring fee John Wellard Centre	115.50
3937.714-01		HP Financial Services Pty Ltd	18,150.00	INV	09/09/2019	100001125306	Printer fleet lease October 2019	2,216.50
				INV	09/09/2019	100001124457	IT hardware lease October 2019	15,933.50
3937.7403-01		Jasman Enterprises Pty Ltd	928.40	INV	10/09/2019	00023844	Repairs to pressure cleaner	928.40

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3937.762-01		Blackwood & Sons Ltd	429.09	INV	10/09/2019	PE3397TZ	Safety vests	27.02
				INV	10/09/2019	PE6757TZ	Latex gloves	142.56
				INV	06/09/2019	KW5734TM	Work boots Depot	198.40
				INV	06/09/2019	KW1733TY	First Aid stickers	19.36
				INV	06/09/2019	KW5658TY	Disposable respirators	41.75
3937.8099-01		Total Tools Rockingham	105.90	INV	09/09/2019	76456AA	2 x concrete edgers	105.90
3937.8156-01		Perth Tactiles Pty Ltd	3,328.00	INV	11/09/2019	1307	Removal and supply tactiles Moombaki Ave	1,664.00
				INV	11/09/2019	1308	Removal and supply tactiles Bertram Rd/Challenger	1,664.00
3937.8319-01		Poolwerx Spearwood	4,277.30	INV	11/09/2019	114613-1	Splash pad water testing Adventure Park July 19	2,127.80
				INV	11/09/2019	115234-1	Splash pad water testing Adventure Park August 19	2,149.50
3937.8325-01		Envirosweep	11,774.40	INV	11/09/2019	71172	Footpath sweeping August 19	1,897.50
				INV	11/09/2019	71171	Road sweeping to 230819	7,077.40
				INV	11/09/2019	71815	Road sweeping various locations August 19	2,799.50
3937.8504-01		DDLS Australia Pty Ltd	2,035.00	INV	09/09/2019	INV-134231-N7F1V	ITIL foundation certificate/training	2,035.00
3937.8595-01		Purearth	17,386.59	INV	11/09/2019	00001332	Collection of road sweepings August 19	17,386.59
3937.8843-01		SmartsensorTechnologies Pty Ltd	218.90	INV	06/09/2019	INV-011123	Solar 12V battery	218.90
3937.888-01		Les Mills Australia	967.30	INV	06/09/2019	1009606	Licence fee August 19 Recquatic	967.30
3937.8894-01		Landscape and Maintenance Solutions	29,367.87	INV	09/09/2019	INV-1290	Mowing and brush cutting Medina Avenue 300819	1,980.00
				INV	09/09/2019	INV-1286	Mowing service 230819 Rockingham/Patterson Road	1,878.56
				INV	09/09/2019	INV-1288	Broad acre mowing of Sportsgrounds August 19	6,410.36
				INV	09/09/2019	INV-1289	Mowing maintenance of Dryland Reserves	9,962.28
				INV	09/09/2019	INV-1287	Passive and streetscape mowing August 19	9,136.67
3937.8899-01		Majestic Plumbing	7,660.77	INV	11/09/2019	234388	Repairs to waste water treatment unit Wandi Hall	1,498.24
				INV	10/09/2019	234369	Biannual service various locations 300819	2,613.60
				INV	10/09/2019	234308	Service toilets Admin 260819	720.91
				INV	10/09/2019	234307	Service hot water unit Fiona Harris Pavilion	536.79
				INV	06/09/2019	234355	Service lamps Adventure Park	184.49
				INV	06/09/2019	234324	Install hot water system Wandi Hall	1,465.81

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				INV	06/09/2019	234356	Service toilets Medina Oval	554.18
				INV	06/09/2019	234357	Service tap Bulrush Park	86.75
3937.8905-01		Kelli Anne Hayward	500.00	INV	10/09/2019	4thSeptember2019	Reimbursement of LG Membership as per contract	500.00
3937.8979-01		Vocus Communications	1,694.00	INV	10/09/2019	P461333	Monthly internet services September 19	1,694.00
3937.8998-01		McLeods	14,694.30	INV	10/09/2019	109588	Legal fees matter No 42801	7,597.30
				INV	09/09/2019	109944	Legal fees matter No 44455	336.63
				INV	09/09/2019	109943	Legal fees matter No 44442	308.63
				INV	09/09/2019	109930	Legal fees matter No 42550	306.38
				INV	09/09/2019	109955	Legal fees matter No 42548	1,044.22
				INV	09/09/2019	109939	Legal fees matter No 42546	782.30
				INV	09/09/2019	109954	Legal fees matter No 42544	468.77
				INV	09/09/2019	109929	Legal fees matter No 42547	488.75
				INV	06/09/2019	109648	Legal fees matter No 43450	463.71
				INV	12/09/2019	108277	Legal fees matter No 42818	2,464.00
				INV	06/09/2019	109649	Legal fees matter No 44672	433.61
3937.9019-01		Kearns Garden Supplies	22.60	INV	11/09/2019	42	Hose connectors for Thomas Oval Pavilion	22.60
3937.9030-01		Air Liquide Australia	63.26	INV	05/09/2019	VW9440	Hire of medical oxygen Recquatic	63.26
3937.903-01		Lo-Go Appointments	12,208.02	INV	06/09/2019	00420498	Temp staff week ending 240819	3,301.54
				INV	06/09/2019	00420238	Temp staff week ending 200719	3,147.98
				INV	06/09/2019	00420346	Temp staff week ending 030819	2,610.52
				INV	11/09/2019	00420545	Temp staff week ending 310819	3,147.98
3937.9076-01		Charles Service Company	47,604.80	INV	09/09/2019	00032028	Additional cleaning services	763.13
				INV	06/09/2019	00032026	Cleaning services August 2019	42,997.02
				INV	06/09/2019	00032030	Cleaning consumables 070819	2,575.02
				INV	06/09/2019	00032029	Service due to water damage Darius Wells 210819	506.50
				INV	06/09/2019	00032027	Additional cleaning 240819 & 250819	763.13
3937.9133-01		People Solutions Australasia Pty Lt	1,430.00	INV	09/09/2019	00013390	Psychometric assessment services	715.00
				INV	09/09/2019	00013389	Psychometric assessment services	715.00
3937.9264-01		Jodie Kirkham	100.00	RFD	11/09/2019	1509781	Refund bond Patio hire 070919	100.00
3937.9425-01		Telethon Kids Institute	200.00	RFD	11/09/2019	1524686	Refund bond hall hire 230819	200.00
3937.9431-01		Perth Energy	541.03	INV	10/09/2019	110134265	3800U Medina Oval Clubrooms	541.03

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3937.9432-01		Forms Express Pty Ltd	214.50	INV	06/09/2019	224549	Artwork for rates final notice	214.50
3937.9455-01		KM Coffee 2 You	72.00	INV	10/09/2019	0005	Educator Day event 040919	72.00
3937.9572-01		Aaron Thomas	650.00	INV	12/09/2019	122	Open Mic Event 050919 Darius Wells	650.00
3937.9671-01		Darrell Monteiro	256.00	INV	10/09/2019	5thSeptember2019	2 day allowance for CDS Conference Brisbane	256.00
3937.9676-01		Sifting Sands	9,928.67	INV	09/09/2019	INV-1018	Sand maintenance various locations August 19	9,928.67
3937.9764-01		Datacom Systems (AU) Pty Ltd - WA	1,903.00	INV	09/09/2019	INV0014173	Monthly Saas fee August 2019	1,903.00
3937.9858-01		Kompan Playscape	1,598.85	INV	06/09/2019	SI216318	Replace spring rocket Lambeth Park	1,598.85
3937.987-01		Miracle Recreation Equipment	1,798.50	INV	06/09/2019	39097	Replace zipline wire & rope guides Adventure Park	858.00
				INV	06/09/2019	39096	Replace zipline springs Adventure Park	940.50
3938	13/09/2019	EFT TRANSFER: - 13/09/2019	216,289.89					
3938.153-01		Australian Taxation Office	203,356.00	INV	08/09/2019	PY01-06-Australi	Payroll Deduction	203,356.00
3938.2853-01		Maxxia Pty Ltd	4,168.39	INV	08/09/2019	PY01-06-Maxxia P	Payroll Deduction	1,938.28
				INV	08/09/2019	PY01-06-Maxxia P	Payroll Deduction	2,034.65
				INV	12/09/2019	August 2019	Being employee Net ITC for period August 2019	195.46
3938.3376-01		Health Insurance Fund of WA (HIF)	1,115.50	INV	08/09/2019	PY01-06-Health I	Payroll Deduction	1,115.50
3938.3719-01		City of Kwinana - Xmas fund	7,650.00	INV	08/09/2019	PY01-06-TOK Chri	Payroll Deduction	7,650.00
3939	13/09/2019	EFT TRANSFER: - 13/09/2019	252,986.07					
3939.10152-01		SuperChoice	252,986.07	INV	31/08/2019	August2019*-01	Superannuation-August2019*-01	178,828.02
				INV	31/08/2019	August2019*-03	Superannuation-August2019*-03	6,805.18
				INV	31/08/2019	August2019*-06	Superannuation-August2019*-06	2,744.58
				INV	31/08/2019	August2019*-07	Superannuation-August2019*-07	3,144.70
				INV	31/08/2019	August2019*-13	Superannuation-August2019*-13	1,880.34
				INV	31/08/2019	August2019*-14	Superannuation-August2019*-14	8,020.78
				INV	31/08/2019	August2019*-16	Superannuation-August2019*-16	1,190.62
				INV	31/08/2019	August2019*-17	Superannuation-August2019*-17	15,210.10
				INV	31/08/2019	August2019*-18	Superannuation-August2019*-18	1,644.68
				INV	31/08/2019	August2019*-21	Superannuation-August2019*-21	955.59
				INV	31/08/2019	August2019*-22	Superannuation-August2019*-22	452.44
				INV	31/08/2019	August2019*-24	Superannuation-August2019*-24	672.80

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				INV	31/08/2019	August2019*-28	Superannuation-August2019*-28	196.83
				INV	31/08/2019	August2019*-29	Superannuation-August2019*-29	483.46
				INV	31/08/2019	August2019*-30	Superannuation-August2019*-30	1,070.76
				INV	31/08/2019	August2019*-41	Superannuation-August2019*-41	79.53
				INV	31/08/2019	August2019*-43	Superannuation-August2019*-43	194.50
				INV	31/08/2019	August2019*-46	Superannuation-August2019*-46	1,466.64
				INV	31/08/2019	August2019*-48	Superannuation-August2019*-48	1,193.06
				INV	31/08/2019	August2019*-50	Superannuation-August2019*-50	1,681.43
				INV	31/08/2019	August2019*-54	Superannuation-August2019*-54	1,413.86
				INV	31/08/2019	August2019*-55	Superannuation-August2019*-55	2,958.68
				INV	31/08/2019	August2019*-56	Superannuation-August2019*-56	1,067.76
				INV	31/08/2019	August2019*-58	Superannuation-August2019*-58	905.80
				INV	31/08/2019	August2019*-59	Superannuation-August2019*-59	2,117.73
				INV	31/08/2019	August2019*-60	Superannuation-August2019*-60	1,148.26
				INV	31/08/2019	August2019*-63	Superannuation-August2019*-63	257.64
				INV	31/08/2019	August2019*-64	Superannuation-August2019*-64	753.96
				INV	31/08/2019	August2019*-65	Superannuation-August2019*-65	622.84
				INV	31/08/2019	August2019*-66	Superannuation-August2019*-66	454.44
				INV	31/08/2019	August2019*-70	Superannuation-August2019*-70	647.88
				INV	31/08/2019	August2019*-72	Superannuation-August2019*-72	960.37
				INV	31/08/2019	August2019*-73	Superannuation-August2019*-73	1,340.63
				INV	31/08/2019	August2019*-75	Superannuation-August2019*-75	261.07
				INV	31/08/2019	August2019*-76	Superannuation-August2019*-76	84.11
				INV	31/08/2019	August2019*-79	Superannuation-August2019*-79	1,094.14
				INV	31/08/2019	August2019*-80	Superannuation-August2019*-80	1,833.55
				INV	31/08/2019	August2019*-81	Superannuation-August2019*-81	555.40
				INV	31/08/2019	August2019*-83	Superannuation-August2019*-83	414.02
				INV	31/08/2019	August2019*-84	Superannuation-August2019*-84	206.81
				INV	31/08/2019	August2019*-85	Superannuation-August2019*-85	533.30
				INV	31/08/2019	August2019*-86	Superannuation-August2019*-86	513.66
				INV	31/08/2019	August2019*-88	Superannuation-August2019*-88	713.72
				INV	31/08/2019	August2019*-89	Superannuation-August2019*-89	1,703.46
				INV	31/08/2019	August2019B*-01	Superannuation-August2019B*-01	2,021.70
				INV	31/08/2019	August2019B*-03	Superannuation-August2019B*-03	70.06
				INV	31/08/2019	August2019B*-17	Superannuation-August2019B*-17	312.43
				INV	31/08/2019	August2019B*-48	Superannuation-August2019B*-48	102.75

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3940	19/09/2019	EFT TRANSFER: - 19/09/2019	3,796,276.35					
3940.10078-01		Web Track	253.00	INV	17/09/2019	INV-3695	Remove and refit tracking unit to P565	253.00
3940.1033-01		Nilfisk Pty Ltd	956.45	INV	17/09/2019	PSVI010984	Repairs to Nilfisk Foucs II serial number N40080648	956.45
3940.10373-01		Green Willows Industrial Cleaning a	400.00	INV	16/09/2019	25-31/08/2019	Clubhouse and office cleaning	200.00
				INV	17/09/2019	24-060919	Clubhouse and office cleaning	200.00
3940.1046-01		OCE Australia Ltd	245.48	INV	16/09/2019	1482393	Monthly charges for ColorWave 550 August 19	245.48
3940.1059-01		Vodafone Messaging	176.00	INV	17/09/2019	11241396	Pager Network Access fee September 2019	176.00
3940.10670-01		Wheelie Clean	624.80	INV	17/09/2019	5671	Bin cleaning to 110919 Darius Wells	349.25
				INV	17/09/2019	5670	Bin cleaning to 110919 Admin	275.55
3940.11032-01		Tanya Monique	1,200.00	INV	18/09/2019	0002	Sisterhood Circle Program William Bertram	1,200.00
3940.11240-01		Blackadder Associates Pty Ltd	7,631.65	INV	17/09/2019	19/1058	Recruitment for Director City Business	7,631.65
3940.11243-01		GPC Asia Pacific Pty Ltd	890.80	INV	17/09/2019	4330145333	12A Battery charger	572.00
				INV	17/09/2019	1380001214	Bag of rags 15kg for Depot	178.20
				INV	17/09/2019	1380001153	Rags and coolant for Depot	140.60
3940.11299-01		Expo Signage and Digital Pty Ltd	165.00	INV	16/09/2019	502243	Library acrylic sign	105.60
				INV	17/09/2019	502242	Date sticker for Garage Sale Trail banner	59.40
3940.11300-01		Strategic DCP Consulting	5,697.97	INV	17/09/2019	004	Consulting services	5,697.97
3940.1130-01		Port Printing Works	640.20	INV	17/09/2019	INV042595	Local Government infringement books	308.00
				INV	16/09/2019	INV043075	Recquatic Cafe Splash coffee loyalty cards	44.00
				INV	16/09/2019	INV042909	School holiday program flyer October 2019	288.20
3940.11330-01		Discovery Educational	64.85	INV	16/09/2019	12262	Stickers for Story Time Library	64.85
3940.11366-01		Outback Handyman	77.00	INV	16/09/2019	2331	Service bifold doors Banksia Park U19	77.00
3940.11406-01		Leaf Bean Machine Pty Ltd	363.00	INV	17/09/2019	00068332	Coffee items for Recquatic Cafe Splash	363.00
3940.11427-01		Mary Anne Ilao Murcia	360.00	INV	18/09/2019	A/N21081	Crossover subsidy rebate	360.00
3940.11428-01		Australian Institute of Health & Sa	214.50	INV	17/09/2019	INV_15884	Training session 041019	214.50
3940.11471-01		Russell Barton Photographer	900.00	INV	18/09/2019	166	Photography services of YACTivate 310819	900.00
3940.11477-01		Pool Robotics Perth	1,091.47	INV	17/09/2019	19-00000336	Repair of Dolphin Wave 100CB cable	1,091.47
3940.11491-01		Perth USAsia Centre Ltd	2,200.00	INV	16/09/2019	0144500224	Bronze Sponsorship to Perth USAsia Centre	2,200.00

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3940.11492-01		Ningi Ventures WA	548.00	INV	17/09/2019	000392	Workshop facilitation Darius Wells	548.00
3940.11499-01		Amazing Ad's Australia Pty LTD	1,265.00	INV	17/09/2019	81697	Kwinana Recquatic adverts on golf scorecards	1,265.00
3940.11503-01		Piero Bello	1,000.00	INV	17/09/2019	11thSept2019	Rates incentive prize winner	1,000.00
3940.11504-01		Brian John Sellick	1,000.00	INV	17/09/2019	11thSept2019	Rates incentive prize winner	1,000.00
3940.11505-01		Kelanne Enterprise Pty Ltd	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11506-01		Minh Hai Nguyen	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11507-01		Shi Brother Pty Ltd	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11508-01		GEAN Pty Ltd T/A Orelia Chinese & A	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11510-01		Yoke Chin Yong	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11511-01		Aldi Foods Pty Ltd	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11512-01		Trans Petroleum(Australia)Ltd	154.00	INV	17/09/2019	City of Kwinana	Difference incorrect annual fee raised 19/20	154.00
3940.11513-01		Medina IGA	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11514-01		Jagjeet Singh Chauhan	154.00	INV	17/09/2019	City of Kwinana	Difference incorrect annual fee raised 19/20	154.00
3940.11515-01		Dang Dai Nguyen	154.00	INV	17/09/2019	City of Kwinana	Difference incorrect annual fee raised 19/20	154.00
3940.11516-01		Better Choice Cafe	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11517-01		Phornthip Rosnoy	154.00	INV	17/09/2019	Refund	Difference incorrect Annual fee raised 19/20	154.00
3940.11518-01		Yugo Pty Ltd T/As Better Choice Foo	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 19/20	154.00
3940.11519-01		Marilyn Anne Moore	1,000.00	RFD	17/09/2019	1490633	Refund bond hall hire 150919	1,000.00
3940.11520-01		Anna Paterson	100.00	RFD	17/09/2019	1492473	Refund bond Patio hire 070619	100.00
3940.11521-01		Energy Plus Dance Company	1,600.00	RFD	17/09/2019	1499721	Refund bond hall hire 140919	1,600.00
3940.11522-01		Kirsty Goodchild	100.00	RFD	17/09/2019	1506231	Refund bond Patio hire 100719	100.00
3940.11523-01		Charina Oliva	1,000.00	RFD	17/09/2019	1512646	Refund bond hall hire 120819	1,000.00
3940.11524-01		Where to Research	200.00	RFD	17/09/2019	1521609	Refund bond hall hire 200819	200.00
3940.11525-01		Jason Kent	100.00	RFD	17/09/2019	1521843	Refund bond hall hire 140919	100.00
3940.11526-01		Colliers International Pty Ltd	200.00	RFD	17/09/2019	1527518	Refund bond hall hire 090919	200.00
3940.11527-01		Perry Gedeh	2,000.00	RFD	17/09/2019	1533349	Refund bond hall hire 020919	2,000.00

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3940.11528-01		Rachel Anderson	100.00	RFD	17/09/2019	1509781	Refund bond Patio hire 150919	100.00
3940.11529-01		Nicole Burgess	100.00	RFD	17/09/2019	1499604	Refund bond Patio hire 200619	100.00
3940.11530-01		Sandhaya Dattatry Ahile	57.60	INV	17/09/2019	16thSept2019	Partial toy library refund	57.60
3940.11531-01		IWI Tapu Perth Ltd	300.00	RFD	18/09/2019	1515333	Refund bond hall hire 150919	300.00
3940.11532-01		Darren James Wlasak	540.00	INV	18/09/2019	A/N21768	Crossover subsidy rebate	540.00
3940.11533-01		Dean Ball	360.00	INV	18/09/2019	A/N24031	Crossover subsidy rebate	360.00
3940.11534-01		Rodolf Amigleo Lungca	540.00	INV	18/09/2019	A/N23418	Crossover subsidy rebate	540.00
3940.11535-01		Richard James Vaughan	61.65	INV	18/09/2019	14thAugust2019	Refund building permit BP2019/281	61.65
3940.1205-01		Ridleys Towing & Transport	470.00	INV	17/09/2019	3378	Bus cleaning August 2019	120.00
				INV	17/09/2019	3374	Bus driver on 070819	125.00
				INV	17/09/2019	3373	Bus driver 020819	125.00
				INV	17/09/2019	3376	Bus driver 080819	25.00
				INV	17/09/2019	3377	Bus driver 140819	50.00
				INV	17/09/2019	3375	Bus driver 190819	25.00
3940.1252-01		Running Bare Australia Pty Limited	74.25	INV	17/09/2019	001513394	Running Bare clothing Recquatic ProShop	74.25
3940.1276-01		Satellite Security Services	1,695.88	INV	17/09/2019	IV006350	Replaced TECOM 8 areas RAS Thomas Kelly Pavilion	752.80
				INV	17/09/2019	IV006349	Repairs to various doors at Thomas Kelly Pavilion	418.58
				INV	17/09/2019	IV006351	Replaced low battery to pool side office Recquatic	165.00
				INV	17/09/2019	IV006352	Replaced battery in main panel at William Bertram	359.50
3940.1369-01		Premier & Cabinet Department of	105.70	INV	17/09/2019	162681	Government Gazette #128 advertising 060919	105.70
3940.1375-01		Stewart & Heaton Clothing Co Pty Lt	133.47	INV	16/09/2019	SIN-3097873	Uniform	133.47
3940.1455-01		Returned Services League Of Austral	89.00	INV	17/09/2019	52	Wreath for Vietnam Veterans Day Service	89.00
3940.1474-01		Toll Transport Pty Ltd	62.90	INV	17/09/2019	1051095	Courier charge 050919	62.90
3940.1528-01		Twights Plumbing Pty Ltd	964.65	INV	17/09/2019	G1638	Emergency call to repair burst main Banksia U65	964.65
3940.1561-01		WA Limestone Co	6,148.02	INV	16/09/2019	ML6115	280.86 tonne road base 300819	6,148.02
3940.1572-01		Western Australian Local Government	219.00	INV	17/09/2019	I3077834	Training breakfast 070819	120.00

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				INV	16/09/2019	I3078699	Registration to Safety Network Forum 040919	99.00
3940.1577-01		WA Rangers Association Inc	2,300.00	INV	16/09/2019	SD1949	Registration to WA Rangers Conference	650.00
				INV	16/09/2019	SD1946	2019 Rangers Training Conference x 3 staff	1,650.00
3940.1592-01		Water Corporation of Western Austra	630.84	INV	17/09/2019	9000295305Sep19	96U Sloan's Cottage	241.73
				INV	17/09/2019	9000374062Sep19	26U Wells Park toilets	65.47
				INV	17/09/2019	9000294409Sep19	14U Leda Hall	323.64
3940.1614-01		Westbooks	22.19	INV	16/09/2019	308887	Library items	22.19
3940.1767-01		Construction Training Fund	5,233.25	INV	17/09/2019	August 19	CTF Levy for August 2019	5,233.25
3940.1849-01		Environmental Health Association	395.00	INV	17/09/2019	5749	WA conference registration 130919	395.00
3940.1856-01		Cornerstone Legal	4,331.20	INV	17/09/2019	16422	Legal fee matter No 004936	968.00
				INV	16/09/2019	16557	Legal fee matter No 004980	2,051.60
				INV	16/09/2019	16561	Legal fee matter No 004955	1,311.60
3940.19-01		Absolute Painting Services	2,090.00	INV	17/09/2019	INV-1092	Repaint rear gutters, eaves and wall Banksia U34	2,090.00
3940.2048-01		Palm Lakes Gardens & Landscape Serv	932.00	INV	17/09/2019	2249	Annual reticulation maintenance at Banksia and Callistemon Court	657.00
				INV	17/09/2019	2239	Repair paving at entrance of Banksia Park U64	275.00
3940.2052-01		Kwinana District Football Club	130.00	RFD	17/09/2019	86695	Refund bond hall hire 210907	130.00
3940.2121-01		Suez	312,270.25	INV	16/09/2019	164714	Commercial waste August 2019	142,600.77
				INV	16/09/2019	33596672	General waste August 19	1,535.27
				INV	16/09/2019	33555045	Mixed waste August 19	168,134.21
3940.2125-01		Synergy	6,135.50	INV	17/09/2019	2080765588Sep19	3386U Chipperton Park	1,291.52
				INV	17/09/2019	144372270Sep19	219U Thomas Oval retic	139.52
				INV	17/09/2019	129764890Sep19	4845U Lambeth Park	1,182.68
				INV	17/09/2019	970964040	24U Conference/Darius	112.70
				INV	17/09/2019	127609840Sep19	751U Darius top floor	312.75
				INV	17/09/2019	676621320Sep19	4719U Feilman building	1,404.66
				INV	17/09/2019	958335710Sep19	6567U Orelia Oval	1,691.67
3940.2224-01		Prestige Catering & Event Hire	12,525.00	INV	17/09/2019	INV-0062	Catering 100919	4,785.00
				INV	16/09/2019	INV-0078	Catering 110919	517.30
				INV	16/09/2019	INV-0018	Catering 070919 Weed ID Workshop	302.70

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				INV	16/09/2019	INV-0017	Catering 070919 Composting Workshop	372.00
				INV	16/09/2019	INV-0016	Quarterly Celebration Catering 040919	6,548.00
3940.2256-01		GlobalX Information Services Pty Lt	20.46	INV	16/09/2019	PSI0145206	Legal name searches August 19	20.46
3940.2460-01		Allcom Communications	727.98	INV	17/09/2019	29063	Two way installation to P571 and P565	727.98
3940.2463-01		Battery World	120.00	INV	17/09/2019	IN6080155084	Supply 9V batteries for smoke alarm Callistemon Ct	120.00
3940.248-01		Bunnings Building Supplies	335.72	INV	16/09/2019	2163/01611383	Hardware items for Calista Tennis Club	55.96
				INV	16/09/2019	2163/01611582	Hardware items	64.09
				INV	17/09/2019	2163/00147223	Hardware cleaning items	148.33
				INV	17/09/2019	2163/01198904	2 fibreglass kit protites for Adventure Park	67.34
3940.2510-01		Technology One Limited	30,885.81	INV	17/09/2019	183792	Intramaps subscription plan 240919 to 230919	30,885.81
3940.2530-01		Leeanne Dawn King	80.00	INV	16/09/2019	11thSeptember19	Reimbursement for resume assistance	80.00
3940.2546-01		Sigma Chemicals	473.00	INV	17/09/2019	131386/01	Pool chemicals for Recquatic	473.00
3940.2599-01		Mincad Systems Pty Ltd	2,500.00	INV	17/09/2019	6656	Circlly software annual licence expiry 160920	2,500.00
3940.299-01		North Metropolitan TAFE	675.60	INV	16/09/2019	I0013628	Customer Engagement & Roving Training 090919	675.60
3940.3212-01		Marketforce Pty Ltd	902.00	INV	17/09/2019	29250	SEEK advertising 230819 to 090919	225.50
				INV	17/09/2019	29247	SEEK advertising 090819	225.50
				INV	17/09/2019	29248	SEEK advertising 130819	225.50
				INV	17/09/2019	29245	SEEK advertising 300719	225.50
3940.3293-01		Signaltech	7,084.00	INV	18/09/2019	3558	Service TV antenna Callistemon Court U48 & 49	264.00
				INV	17/09/2019	3556	Install channel converter Banksia Park Clubhouse	6,820.00
3940.3334-01		Bertram Primary School	394.85	RFD	18/09/2019	1507559	Refund bond hall hire 080819 & 140819	394.85
3940.3338-01		AAA Blinds Port Kennedy	323.00	INV	17/09/2019	7241	Supply kitchen blinds Callistemon Courts U7	170.00
				INV	17/09/2019	7247	Repair blinds Callistemon Court U76	153.00
3940.3355-01		Gholam Reza Najafzadeh Abriz	372.41	INV	18/09/2019	11thSeptember201	Reimbursement for IPWEA Conference	372.41
3940.3391-01		Ventura Home Group Pty Ltd T/As Aus	148.95	INV	18/09/2019	2ndSept2019	Refund BSL permit BP2019/508	148.95
3940.3462-01		Ann Beaman & Bernard Gordon Beaman	500.00	INV	17/09/2019	11thSept2019	Reimbursement of gas usage due to leakage	500.00
3940.3607-01		Hays Specialist Recruitment Pty Ltd	5,992.39	INV	16/09/2019	8610220	Temp staff week ending 010919	2,992.39

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				INV	16/09/2019	8593802	Temp staff week ending 250819	3,000.00
3940.3632-01		Eclipse Soils Pty Ltd	770.00	INV	18/09/2019	KWIN01R043709	Tipping fees 040919	770.00
3940.3920-01		Sports Master Athletic Internationa	1,160.00	INV	17/09/2019	M9661	2 sets of Punch Master 2.0 for Recquatic	1,160.00
3940.3999-01		Wizard Training Solutions	8,910.00	INV	17/09/2019	WTS014	Half day training 100919	2,970.00
				INV	17/09/2019	WTS015	Half day training 120919	2,970.00
				INV	16/09/2019	WTS013	Challenging Customers training 050919	2,970.00
3940.4033-01		Envision Ware Pty Ltd	8,085.11	INV	16/09/2019	INV-AU-4579	Annual maintenance of software	8,085.11
3940.407-01		Winc Australia Pty Ltd	548.65	INV	17/09/2019	9028476458	Stationery Admin	31.04
				INV	17/09/2019	9028292669	13 boxes A4 copy paper	341.48
				INV	18/09/2019	9028436875	Stationery	107.93
				INV	18/09/2019	9028448967	Stationery	68.20
3940.4245-01		ED Property Services	2,387.00	INV	17/09/2019	00001328	Wall repairs and painting Callistemon U40 and U5	330.00
				INV	17/09/2019	00001330	Seal roof tile Banksia Park U65	55.00
				INV	17/09/2019	00001329	Repair vertical blind Callistemon Court U74	44.00
				INV	17/09/2019	00001327	Supply and install gutter spout to APU 66	154.00
				INV	16/09/2019	00001336	Repair storeroom Callistemon Court U65	880.00
				INV	16/09/2019	00001335	Replace floor strip Callistemon Court U16	154.00
				INV	16/09/2019	00001338	Replace gutters Banksia Park U24 & 28	770.00
3940.4719-01		Complete Office Supplies Pty Ltd	479.74	INV	16/09/2019	08594962	Paper for the Zone	269.94
				INV	16/09/2019	08608832	Stationery Darius Wells	209.80
3940.480-01		Department of Transport	108.80	INV	17/09/2019	4121414	Disclosure of information fees August 2019	108.80
3940.483-01		Landgate	493.69	INV	16/09/2019	351072-10001098	GRV chargeable schedule G2019/7 100819 to 230819	493.69
3940.4861-01		Big W	48.00	INV	17/09/2019	953945	Picture frames for Banksia Park Clubhouse	48.00
3940.5071-01		JB HiFi Commercial Division	385.47	INV	17/09/2019	DE001-7197044-69	Apple lightning USB cables and iPhone cases	385.47
3940.5520-01		Master Lock Service	110.00	INV	17/09/2019	00006268	Make keys for towel dispenser at William Bertram	110.00
3940.560-01		Goodchild Enterprises	146.30	INV	17/09/2019	420242	New battery for tractor P516	146.30
3940.572-01		Fire & Emergency Services, Dept of	3,150,406.97	INV	17/09/2019	2ndSeptember2019	ESL collections for August 2019 Option A	3,150,406.97
3940.583-01		Flexi Staff Pty Ltd	3,508.12	INV	16/09/2019	210863	Temp staff week ending 250819	1,754.06

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				INV	16/09/2019	211067	Temp staff week ending 010919	1,754.06
3940.5908-01		Rockypest Pest Management	8,866.00	INV	17/09/2019	INV-00027992	Termite inspection and treatment Banksia Park	8,866.00
3940.5995-01		Zenien Pty Ltd T/as ATFT Astuta Tru	6,545.00	INV	16/09/2019	16768	CCTV systems consulting & installation	6,545.00
3940.5996-01		CMS Engineering Pty Ltd	2,114.79	INV	17/09/2019	33753	Repairs to air conditioning unit 4 in Admin	749.10
				INV	17/09/2019	33752	Air conditioner maintenance Admin Building Zone 4	969.10
				INV	17/09/2019	33754	Air conditioning maintenance Fiona Harris Pavilion	396.59
3940.6018-01		ALSCO Pty Ltd	233.48	INV	17/09/2019	CPER1969191	Linen for catering	40.29
				INV	17/09/2019	CPER1970933	Linen for catering	104.40
				INV	17/09/2019	CPER1969190	Linen for catering	88.79
3940.6167-01		Dome Coffees	154.00	INV	17/09/2019	City of Kwinana	Difference incorrect annual fee raised 19/20	154.00
3940.6183-01		Cat Haven	49.50	INV	18/09/2019	00270132	Animal service fee 220119	49.50
3940.6261-01		Rebecca J Flanagan	1,600.00	INV	16/09/2019	6thAugust2019	Rhyme Time and Story Time 010819 to 190919	1,600.00
3940.6267-01		Woolworths Group Limited	1,061.88	INV	18/09/2019	3295619	Items for Zone	87.74
				INV	18/09/2019	3606634	Milk for Zone	7.32
				INV	18/09/2019	3606598	Items for Zone	64.40
				INV	18/09/2019	3606637	Items for Darius Wells	95.00
				INV	17/09/2019	3663764	Catering for workshop	39.03
				INV	17/09/2019	3606619	Cafe supplies	83.60
				INV	17/09/2019	3606612	Cafe supplies	105.68
				INV	17/09/2019	3606617	City Operations morning tea supplies	147.59
				INV	17/09/2019	3606629	Items for Boredom Busters class	64.87
				INV	17/09/2019	39271350	Items for Admin	129.32
				INV	17/09/2019	3295640	Cafe supplies	72.75
				INV	17/09/2019	3295648	Items for Drop In Term 3 Zone	56.15
				INV	16/09/2019	3606621	Food for Drop In Term 3 Zone	81.26
				INV	16/09/2019	3606609	Milk and coffee Zone	27.17
3940.6289-01		Clockwork Print	303.60	INV	17/09/2019	INV-0059678	Corflute inserts for Kwinana Recquatic Cafe Splash	303.60
3940.6336-01		Print and Design Online Pty Ltd	75.00	INV	16/09/2019	16751	Removal of feedback function on website	75.00
3940.6370-01		Elexacom	5,427.91	INV	16/09/2019	27398	Service power socket Recquatic 090819	100.47

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				INV	16/09/2019	27393	Electrical service Depot workshop 260819	140.02
				INV	16/09/2019	27390	Electrical service Recquatic	1,363.05
				INV	16/09/2019	27435	Electrical services Banksia Park 290819	260.43
				INV	16/09/2019	27438	Electrical services Banksia Park 200819 & 210819	652.71
				INV	16/09/2019	27437	Electrical services Banksia Park 260819	826.39
				INV	16/09/2019	27436	Electrical services Banksia Park 260819	141.79
				INV	17/09/2019	27400	Replace exhaust fan Callistemon Court U10 210819	449.10
				INV	17/09/2019	27394	Electrical service Callistemon Court U10 260819	118.64
				INV	17/09/2019	27384	Replace smoke alarm Banksia Park U8	249.96
				INV	17/09/2019	27396	Repair smoke alarm Callistemon Court U47	79.09
				INV	17/09/2019	27433	Repairs to lighting at Leda Hall	262.13
				INV	17/09/2019	27439	Investigate heater at Kwinana Out of School Care	39.55
				INV	17/09/2019	27431	Repairs to car park lights Thomas Kelly Pavilion	744.58
3940.6382-01		Zip Heaters	341.00	INV	17/09/2019	3254041	Service of zip hydro tap in staff room	341.00
3940.664-01		StrataGreen	1,188.62	INV	17/09/2019	113392	Slasher weedkiller 5lt	89.10
				INV	17/09/2019	113373	Gardening equipment and tools for Depot	1,099.52
3940.6749-01		Australia Post	24,200.67	INV	17/09/2019	1008870213	Postage to period ending 310819	24,200.67
3940.684-01		Hart Sport	260.90	INV	17/09/2019	10040800	Hart school rugby league balls	260.90
3940.6872-01		Schindler Lifts Australia Pty Ltd	2,552.20	INV	16/09/2019	4678730472	Telealarm and line monitoring fee 011019 to 311219	231.00
				INV	17/09/2019	4678728683	Lift monitoring charge at Zone to 311219	2,321.20
3940.69-01		Alinta Gas	87.50	INV	17/09/2019	972215970Sep19	375U Banksia Park clubhouse	87.50
3940.7052-01		Roger Cook	308.85	RFD	17/09/2019	1510958	Refund bond hall hire 050819	308.85
3940.7273-01		Audrey Elizabeth Newman	210.00	INV	17/09/2019	11thSept2019	Reimbursement of pressure upgrade fee	210.00
3940.7384-01		S J Rural Supplies	58.33	INV	17/09/2019	99720	600g Metsulfuron methyl	58.33
3940.7388-01		Morris Jacobs	862.50	INV	17/09/2019	90	Facilitate Tuesday Art 270819	155.00
				INV	17/09/2019	92	Facilitate Tuesday Art 030919	155.00
				INV	17/09/2019	94	Facilitate Tuesday Art 100919	155.00
				INV	17/09/2019	91	Facilitate Art for Kids 280819	132.50

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				INV	17/09/2019	93	Facilitate Art for Kids 040919	132.50
				INV	17/09/2019	95	Facilitate Art for Kids 110919	132.50
3940.752-01		Institute of Public Administration	420.00	INV	17/09/2019	40868	Leadership conference 131119	420.00
3940.7601-01		Focus Networks	4,651.90	INV	16/09/2019	INV-8372Ga	Lifesize Cloud Premium 10 renewal	4,651.90
3940.762-01		Blackwood & Sons Ltd	230.82	INV	16/09/2019	KW1429UB	Gloves	47.78
				INV	17/09/2019	KW9277UB	Slippery when wet signs for Darius Wells	183.04
3940.7732-01		Griffin Civil	9,681.10	INV	17/09/2019	00001002	Parmelia Avenue ACROD parking bay construction	9,681.10
3940.7808-01		EEO Specialists	7,150.00	INV	17/09/2019	1018	Stage 2 group training 110919	7,150.00
3940.7833-01		Kwinana Veterinary Hospital Pty Ltd	350.00	INV	16/09/2019	60213	Animal services	45.00
				INV	16/09/2019	60173	Animal services	45.00
				INV	16/09/2019	58530	Animal microchip	65.00
				INV	16/09/2019	58042	Animal microchip	65.00
				INV	16/09/2019	57671	Animal microchip	65.00
				INV	16/09/2019	57529	Animal microchip	65.00
3940.795-01		K Mart	117.00	INV	17/09/2019	205220	Items for Recquatic school holiday program	117.00
3940.8125-01		Xpresso Delight Midland	440.00	INV	17/09/2019	INV-0198	Coffee machine service 030819 to 300819	440.00
3940.8223-01		ARDP PTY LTD	44,832.79	INV	16/09/2019	12thSeptember19	Finalisation DCA1 cost contribution Emerald Park	44,832.79
3940.8302-01		Chris Kershaw Photography	880.00	INV	17/09/2019	L2548	Kwinana Recquatic professional photos 090919	880.00
3940.8325-01		Envirosweep	4,765.20	INV	16/09/2019	71813	Car park sweeping 310819	3,071.20
				INV	16/09/2019	71817	Reactive works car park sweeping August 19	1,694.00
3940.8756-01		Ohura Consulting	4,263.71	INV	17/09/2019	541	Position description project stage 4	4,263.71
3940.8841-01		Links Modular Solutions	550.00	INV	16/09/2019	21709	Online training Recquatic	550.00
3940.8899-01		Majestic Plumbing	2,441.96	INV	17/09/2019	234441	Repairs to toilet cistern at Bright Futures	121.13
				INV	17/09/2019	234418	Cleared blocked toilet at Thomas Kelly Pavilion	99.13
				INV	16/09/2019	234417	Service toilet Callistemon Court U17	154.13
				INV	16/09/2019	234440	Repair toilet Callistemon Court U7	225.76
				INV	16/09/2019	234443	Service hot water system Banksia Park U18	241.03
				INV	17/09/2019	234387	Service washing machine tap Callistemon Court U65	142.36

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				INV	17/09/2019	234386	Repair kitchen sink tapware Banksia Park U65	236.63
				INV	17/09/2019	234310	Service bathroom taps Banksia Park U58	475.92
				INV	17/09/2019	234326	Service shower tapware Banksia Park U16	393.34
				INV	17/09/2019	234337	Install disabled toilet Banksia Park Clubhouse	88.13
				INV	17/09/2019	234325	Various plumbing repairs Banksia Park	264.40
3940.8998-01		McLeods	349.49	INV	17/09/2019	110079	Legal fees matter No 43446	173.49
				INV	16/09/2019	109672	Annual audit letter 2019	176.00
3940.9019-01		Kearns Garden Supplies	77.85	INV	16/09/2019	3-31/08/2019	Hardware items Callistemon Courts	77.85
3940.9133-01		People Solutions Australasia Pty Lt	1,430.00	INV	16/09/2019	00013380	Psychometric testing	715.00
				INV	16/09/2019	00013402	Psychometric testing	715.00
3940.9244-01		Peet NO 110 Pty Ltd	31,123.38	RFD	18/09/2019	588587	Refund security bond L209 Lambeth Circle	31,123.38
3940.9345-01		Accidental Health & Safety Perth	187.88	INV	17/09/2019	617240	Viraclean disinfectant 5L x 4	187.88
3940.9408-01		Pinoy Avenue Pty Ltd t/a EDSA Asian	154.00	INV	17/09/2019	Refund	Difference incorrect annual fee raised 2019/20	154.00
3940.9432-01		Forms Express Pty Ltd	1,309.00	INV	17/09/2019	223808	Design costs for annual rates notice	1,094.50
				INV	17/09/2019	224713	Printing and issuing rates notices for 2019/2020	214.50
3941	25/09/2019	EFT TRANSFER: - 25/09/2019	110,790.66					
3941.565-01		Bright Futures Family Day Care - Pa	110,790.66	INV	25/09/2019	090919 to 220919	FDC Payroll 090919 to 220919	110,790.66
3942	25/09/2019	EFT TRANSFER: - 25/09/2019	26,976.03					
3942.568-01		Bright Futures In Home Care - Payro	26,976.03	INV	25/09/2019	090919 to 220919	IHC Payroll 090919 to 220919	26,976.03
3943	26/09/2019	EFT TRANSFER: - 26/09/2019	1,228,263.01					
3943.10015-01		Kleenit Pty Ltd	1,210.00	INV	23/09/2019	132777	Removal of graffiti from Chalk Hill Lookout	1,210.00
3943.10118-01		DJ MacCormick Property Group Pty Lt	62.01	INV	20/09/2019	222515	Electricity recovery 561 Miller Road	62.01
3943.10373-01		Green Willows Industrial Cleaning a	200.00	INV	24/09/2019	26	Clubhouse and office cleaning	200.00
3943.10496-01		Lorraine Stevens	250.00	INV	23/09/2019	17thSept2019	Senior Security Subsidy Scheme 2019/20	250.00
3943.10533-01		WA Christian School Sports Assoc	100.00	RFD	24/09/2019	1428775	Refund bond Patio hire 140219	100.00
3943.10660-01		Rochelle De Jager	100.00	RFD	24/09/2019	1507765	Refund bond Patio hire 240719	100.00
3943.10743-01		Quest Software International Limite	12,150.34	INV	20/09/2019	4700226225	Kace systems management appliance to Sept 2020	12,150.34

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3943.10979-01		Auscontact Association Limited	250.00	INV	20/09/2019	15314	WA Maximising Team Leader Effectiveness 270919	250.00
3943.11049-01		QTM Pty Ltd	23,967.65	INV	20/09/2019	INV3497	Traffic management Parmelia Avenue 130919	1,959.66
				INV	20/09/2019	INV-3496	Traffic management Clark Way 130919	3,760.18
				INV	23/09/2019	INV-3302	Traffic management tactile replacement Bertram Rd	475.97
				INV	23/09/2019	INV-3318	Traffic management asphalt repairs Depot	785.36
				INV	23/09/2019	INV-3336	Traffic management to 060919 De Haer Road	7,147.95
				INV	23/09/2019	INV-3428	Traffic Management for traffic counters Depot	832.95
				INV	23/09/2019	INV-3495	Traffic management 130919 De Haer Road	5,757.00
				INV	23/09/2019	INV-3414	Traffic management 110919 Challenger Avenue	1,020.51
				INV	23/09/2019	INV-3314	Traffic management asphalt repairs Beacham Cres	1,197.77
				INV	24/09/2019	INV-3427	Traffic management 140919 Rockingham Road	1,030.30
3943.11284-01		PTE Group	37,956.00	INV	24/09/2019	INV-7778	3.5t Beavertail plant trailer	18,978.00
				INV	20/09/2019	INV-7777	Plant trailer 1TUP290	18,978.00
3943.11299-01		Expo Signage and Digital Pty Ltd	767.80	INV	23/09/2019	502378	Signage for Mad Hatters event	477.40
				INV	23/09/2019	502377	Election signs	290.40
3943.1130-01		Port Printing Works	42.90	INV	25/09/2019	INV043875	Business cards	42.90
3943.11329-01		Crazy Tea Lady	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11406-01		Leaf Bean Machine Pty Ltd	290.00	INV	23/09/2019	00068683	1kg coffee beans	290.00
3943.1142-01		Sonic Health Plus	456.50	INV	25/09/2019	1874893	Pre employment medical 050919	258.50
				INV	25/09/2019	1879434	Pre employment medical 110919	198.00
3943.11446-01		Ritz Party Hire	314.00	INV	23/09/2019	1244604134	Hire of items for Wildflower Walk 150919	314.00
3943.11501-01		Sidra Solutions	2,310.00	INV	25/09/2019	5100179	Intersection Intermediate Workshop 14-15 Oct 19	2,310.00
3943.11537-01		Keith Wheeler	493.42	INV	19/09/2019	5.3	Rates refund	493.42
3943.11538-01		Ashley Stewart Crane	169.45	INV	19/09/2019	5.4	Rates refund	169.45
3943.11539-01		Deepinder Kaur	1,451.97	INV	19/09/2019	5.6	Rates refund	1,451.97

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3943.11540-01		Karen McKenna	845.49	INV	19/09/2019	5.7	Rates refund	845.49
3943.11542-01		Sheree Bayer	250.00	INV	23/09/2019	2ndSeptember19	Senior Security Subsidy Scheme 2019/20	250.00
3943.11543-01		Jennifer Brown	125.00	INV	25/09/2019	17thSeptember19	Senior Security Subsidy Scheme 2019/20	125.00
3943.11544-01		Peter Richard Montgomery	250.00	INV	23/09/2019	17thSept2019	Senior Security Subsidy Scheme 2019/20	250.00
3943.11545-01		Hemabja Valli Kurmala	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11546-01		Oasis Fresh	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11547-01		Barrie Seldon	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11548-01		Marion Wilhelmina Messom	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11549-01		Kinta Amy Whaley	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.11551-01		ETC Food House Pty Ltd T/As Eatchat	154.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	154.00
3943.11553-01		Raymond Hopkinson	90.00	INV	23/09/2019	7thAugust2019	Senior Security Subsidy Scheme 2019/20	90.00
3943.11554-01		Jessica Maria Guzman-Wollants	226.14	INV	24/09/2019	6.0	Rates refund	226.14
3943.11555-01		Yak Swee Huang	1,000.00	INV	24/09/2019	18thSepteber19	Rates incentive prize winner	1,000.00
3943.11558-01		Tarryn McArdle	100.00	RFD	24/09/2019	1508636	Refund bond Patio hire 260719	100.00
3943.11559-01		Life Chapel	100.00	RFD	24/09/2019	1511408	Refund bond Patio hire 210919	100.00
3943.11560-01		Tyler Parsonson	100.00	RFD	24/09/2019	1521608	Refund bond Patio hire 210819	100.00
3943.11561-01		Filipino Australasian Club Inc	2,000.00	RFD	24/09/2019	1535832	Refund bond hall hire 120919	2,000.00
3943.11562-01		Fielden Pty Ltd as TFT Cambell Trus	154.00	INV	25/09/2019	City of Kwinana	Difference of incorrect annual fee raised 19/20	154.00
3943.11563-01		Collins Restaurants South Pty Ltd	154.00	INV	25/09/2019	Refund	Difference of incorrect annual fee raised 19/20	154.00
3943.11564-01		Muzz Buzz Franchising Pty Ltd	154.00	INV	25/09/2019	refund	Difference of incorrect annual fee raised 19/20	154.00
3943.11565-01		Kebabbque	154.00	INV	25/09/2019	refund	Difference of incorrect annual fee raised 19/20	154.00
3943.11566-01		Wellard Tavern Unit Trust	154.00					

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				INV	25/09/2019	refund	Difference of incorrect annual fee raised 19/20	154.00
3943.11568-01		Tom Skibinska	143.17	INV	25/09/2019	18thSept2019	Refund of cancelled swimming lessons	143.17
3943.11569-01		The Liao and Nguyen Family Trust	154.00	INV	25/09/2019	Refund	Difference of incorrect annual fee raised 2019/20	154.00
3943.11570-01		Frances Winifred Bush	150.00	INV	25/09/2019	23rdSept2019	Feral Pigeon Subsidy Scheme	150.00
3943.1178-01		Holcim (Australia) Pty Ltd	1,946.34	INV	23/09/2019	9406539738	Challenger Ave & Hawkeswood Blvd 1.20m3 concrete	416.24
				INV	23/09/2019	9406532976	Brownell Cr Medina 0.6 M3 concrete	361.13
				INV	23/09/2019	9406537390	Littlemore Rd Orelia 0.8 M3 concrete	361.13
				INV	23/09/2019	9406544539	1.60m3 concrete	505.12
				INV	20/09/2019	9406530542	.60m3 concrete	302.72
3943.1266-01		Salmat Targeted Media Pty Ltd	583.00	INV	25/09/2019	1000679185	Distribution of Mad Hatter's Tea Party	583.00
3943.1276-01		Satellite Security Services	968.55	INV	25/09/2019	IV006355	Service faulty door Admin 040919	518.55
				INV	24/09/2019	IV006447	Replace battery to panel John Wellard Centre	165.00
				INV	24/09/2019	IV006446	Replace panel battery Admin 200819	285.00
3943.1313-01		Daimler Trucks Perth	1,156.30	INV	23/09/2019	DFCSD261769	Service 1EFA503	1,156.30
3943.1360-01		St John Ambulance Australia (WA) In	472.20	INV	24/09/2019	STKINV00015596	First Aid kit personal motoring	472.20
3943.1369-01		Premier & Cabinet Department of	2,339.70	INV	20/09/2019	162694	Advertising in Government Gazette	2,339.70
3943.1393-01		Sunny Sign Company Pty Ltd	946.00	INV	23/09/2019	418160	Steel guide post premium x 50	946.00
3943.1423-01		Telstra	19.25	INV	24/09/2019	1548725500Sep19	Feilman Building to 131019	19.25
3943.1474-01		Toll Transport Pty Ltd	177.32	INV	23/09/2019	1051469	Courier services to 110919	164.23
				INV	25/09/2019	0384-T221490	Courier services to 180919	13.09
3943.1516-01		Trisley's Hydraulic Services Pty Lt	440.00	INV	23/09/2019	80203313	Service pool hydro valve Recquatic	176.00
				INV	23/09/2019	80203337	Pool service Recquatic 210819	264.00
3943.1530-01		Wormald Australia Pty Ltd	1,546.57	INV	24/09/2019	8054920	Service fire alarm Recquatic	253.00
				INV	24/09/2019	8055051	Service fire alarm Darius Wells	253.00
				INV	24/09/2019	8051490	Inspection and testing Sept 2019 Admin	1,040.57
3943.1589-01		Waste Stream Management Pty Ltd	528.00	INV	23/09/2019	00424082	Tipping fees to 120919	528.00
3943.1592-01		Water Corporation of Western Austra	25,664.56	INV	24/09/2019	9000323724Sep19	47U Frank Konecny Centre	392.71
				INV	24/09/2019	9000319469Sep19	2U Chisham Oval toilets	5.04

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				INV	24/09/2019	9000313235Sep19	7U Peace Park	17.63
				INV	25/09/2019	9014051352Sep19	29U Bertram Community Centre	621.35
				INV	25/09/2019	9014249617Sep19	3U Bertram Oval club facility	556.27
				INV	19/09/2019	9000341201Sep19	2003U Banksia Park	6,784.32
				INV	19/09/2019	9000342570Sep19	26U Rhodes Park	248.38
				INV	19/09/2019	9023167656Sep19	9U Reserve at Hawkeswood Blvd drinking fountains	22.66
				INV	19/09/2019	90003345689Sep19	14U Feilman Building	720.76
				INV	19/09/2019	9000341922Sep19	Service charges shop 24/40 Meares Ave	151.14
				INV	19/09/2019	9000341914Sep19	Service charges shop 23/40 Meares Ave	151.14
				INV	19/09/2019	9012573982Sep19	13U Incubator	306.70
				INV	19/09/2019	9000341578Sep19	1227U Recquatic/Zone	6,655.88
				INV	19/09/2019	9000340559Sep19	198U Calista Oval	498.56
				INV	19/09/2019	9000340874Sep19	872U Callistemon Court	3,730.19
				INV	19/09/2019	9012543409Sep19	203U Admin/Arts/Parmelia	2,431.28
				INV	19/09/2019	9000339427Sep19	14U Victory for Life	172.43
				INV	19/09/2019	9013156996Sep19	292U Fire service Darius Wells	2,198.12
3943.160-01		Rubek Automatic Doors	4,229.62	INV	20/09/2019	00024404	Service automatic door Incubator	242.00
				INV	25/09/2019	00024429	Service hydrotherapy pool door Recquatic 280819	2,618.00
				INV	25/09/2019	00024447	Service door Recquatic	1,369.62
3943.1614-01		Westbooks	387.41	INV	20/09/2019	309166	Library items	59.16
				INV	20/09/2019	309164	Library items	38.46
				INV	20/09/2019	309170	Library items	24.41
				INV	20/09/2019	309168	Library items	86.81
				INV	20/09/2019	309167	Library items	33.25
				INV	20/09/2019	309169	Library items	18.98
				INV	20/09/2019	309171	Library items	75.42
				INV	20/09/2019	309165	Library items	50.92
3943.1621-01		Western Australian Treasury Corpora	41,411.83	INV	24/09/2019	Loan#105-011019	Loan #105 due 011019 Interest	30,875.00
				INV	24/09/2019	Loan#101-01019	Loan #101 due 011019 Interest	10,536.83
3943.1646-01		Western Edge Motorcycles	549.75	INV	23/09/2019	150892	White open face helmets various sizes	549.75
3943.1649-01		Dennis Cleve Wood	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83

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3943.1689-01		Sandra Elizabeth Lee	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83
3943.1762-01		Officeworks BusinessDirect	65.10	INV	24/09/2019	44701580	Batteries and lead pencils Admin	65.10
3943.1816-01		The Gardeners Nursery	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.1856-01		Cornerstone Legal	3,443.00	INV	25/09/2019	16596	Legal fees matter No 004954	105.60
				INV	25/09/2019	16579	Legal fees matter No 004825	3,337.40
3943.19-01		Absolute Painting Services	1,914.00	INV	24/09/2019	INV-1105	Painting service Callistemon Court U65	1,914.00
3943.2022-01		The University of Western Australia	4,712.00	INV	20/09/2019	41909439501	Grad Cert Social Impact Code 40260 ID:22870134	4,712.00
3943.2048-01		Palm Lakes Gardens & Landscape Serv	473.00	INV	24/09/2019	2225	Reticulation repairs Callistemon Court U50	88.00
				INV	25/09/2019	01-18/09/2019	Reticulate lawn Banksia Park U29	385.00
3943.2052-01		Kwinana District Football Club	3.00	INV	24/09/2019	refund	Difference of incorrect annual fee raised 19/20	3.00
3943.2097-01		Beaver Tree Services Aust Pty Ltd	6,018.10	INV	20/09/2019	70238	Vegetation clearance Sicklemore Road	1,732.50
				INV	20/09/2019	70242	Install root barrier Admin building	1,078.00
				INV	20/09/2019	70215	Climbing works Runnymede Avenue	2,773.10
				INV	20/09/2019	70236	Beehive treatment	434.50
3943.2125-01		Synergy	20.96	INV	25/09/2019	328747050Sept19	1U U5 45 Chilcott Street Banksia Park	20.96
3943.2219-01		The Distributors Perth	248.45	INV	20/09/2019	525711	Confectionery Recquatic Cafe	248.45
3943.2224-01		Prestige Catering & Event Hire	468.50	INV	20/09/2019	INV-0123	Catering 160919	468.50
3943.248-01		Bunnings Building Supplies	209.64	INV	24/09/2019	2163/1577467	Hardware items for William Bertram Centre	150.84
				INV	23/09/2019	2163/01036947	Garden materials Family Day Care	58.80
3943.2652-01		Modern Teaching Aids Pty Ltd	8.75	INV	24/09/2019	43707759	Kids ball pump Recquatic	8.75
3943.2852-01		Downer EDI Works Pty Ltd	596.82	INV	23/09/2019	5010099	Asphalt supply 2.00 tonne Postans Road	298.41
				INV	23/09/2019	5010098	Asphalt supply 0.50 tonne Anketell Road	74.60
				INV	23/09/2019	5010100	Asphalt supply 1.50 tonne Bertram Road	223.81
3943.2903-01		Connect CCS	2,898.61	INV	20/09/2019	00098350	After hours monitoring August 19	2,898.61
3943.2981-01		Peter Edward Feasey	4,801.33	INV	20/09/2019	DEPMAYFEE19/20	Deputy Mayoral allowance	1,869.83
				INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83

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3943.30-01		Carol Elizabeth Adams	11,730.76	INV	20/09/2019	ICTALLOW19/20	ICT Allowance	291.67
				INV	20/09/2019	MAYALLOW19/20	Mayoral allowance	7,479.42
				INV	20/09/2019	MEETING19/20	Meeting fees	3,959.67
3943.3155-01		PFD Food Services Pty Ltd	312.75	INV	23/09/2019	KQ880325	Items for Recquatic Cafe	312.75
3943.3212-01		Marketforce Pty Ltd	3,428.79	INV	20/09/2019	115577	Advertising 180919	1,002.54
				INV	20/09/2019	29249	Advertising 280819	2,426.25
3943.3293-01		Signaltech	264.00	INV	24/09/2019	3562	Service television signal Callistemon Court U57	264.00
3943.3312-01		Daniels Printing Craftsmen	3,542.00	INV	23/09/2019	652575	Community Centre Program Term 4	1,639.00
				INV	23/09/2019	62573	Invitation cards for Mad Hatters Tea Party	1,683.00
				INV	20/09/2019	62481	Bookmarks	220.00
3943.335-01		City of Rockingham	16,669.58	INV	23/09/2019	107692	Tip fees to 140919	16,669.58
3943.339-01		Civica Pty Ltd	8,717.81	INV	20/09/2019	M/LG013003	Licence, support & maintenance November 19	8,717.81
3943.3462-01		Ann Beaman & Bernard Gordon Beaman	250.00	INV	23/09/2019	17thSept2019	Senior Security Subsidy Scheme 2019/20	250.00
3943.358-01		Coastline Mowers	1,206.00	INV	23/09/2019	21288#5	Assorted parts	855.00
				INV	23/09/2019	21332#10	Brushcutter heads x 6	351.00
3943.3608-01		Foreshore Rehabilitation & Fencing	5,297.58	INV	24/09/2019	INV-4511	Fence repairs Kelly Oval	3,889.60
				INV	24/09/2019	INV4510	Fence repairs Gilmore Avenue	1,407.98
3943.3916-01		Kwinana Industries Council	724.24	INV	25/09/2019	00012025	Traineeship for fortnight ending 130919	434.54
				INV	25/09/2019	00012026	Traineeship for fortnight ending 300819	289.70
3943.4022-01		Rockingham Hyundai	242.00	INV	23/09/2019	HYCS89527	Service 1EYT548	242.00
3943.407-01		Winc Australia Pty Ltd	1,092.45	INV	23/09/2019	9028362295	Stationery Bright Futures	77.94
				INV	23/09/2019	9028413894	Stationery Bright Futures	137.15
				INV	23/09/2019	9028419842	Stationery Bright Futures	151.66
				INV	23/09/2019	9028584070	Stationery	674.60
				INV	23/09/2019	9028602348	Stationery	4.87
				INV	23/09/2019	9028610162	Stationery	25.31
				INV	20/09/2019	9028519978	Stationery	10.46
				INV	20/09/2019	9028534755	Stationery	10.46
3943.4190-01		AC Cooling Services	594.00	INV	24/09/2019	3895	Service air conditioner Callistemon Court U66	473.00
				INV	25/09/2019	3915	Service air conditioner Callistemon Court U32	121.00

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3943.4256-01		Rockingham Skylights	425.00	INV	25/09/2019	12131	Install skylights Callistemon Courts U40	425.00
3943.4382-01		Stonehenge Ceramics	3,345.50	INV	24/09/2019	D0291	Repair wall and floor tiles Callistemon Court U65	3,345.50
3943.4692-01		Elliotts Irrigation Pty Ltd	2,824.80	INV	24/09/2019	B14956	Install aeration pump Wellard	1,210.00
				INV	23/09/2019	B15008	Iron filter servicing various	1,614.80
3943.4719-01		Complete Office Supplies Pty Ltd	304.17	INV	23/09/2019	08628551	Stationery	283.05
				INV	24/09/2019	08602001	Stationery Library	21.12
3943.4861-01		Big W	27.00	INV	23/09/2019	953956	Items for local event	27.00
3943.504-01		Dominos Pizza - Kwinana Market Pla	154.00	INV	25/09/2019	refund	Difference of incorrect annual fee raised 19/20	154.00
3943.5108-01		Vinci Gravel Supplies Pty Ltd	1,760.00	INV	23/09/2019	B2122	Gravel supplies Wandi Community Centre	1,760.00
3943.5143-01		Wendy Gaye Cooper	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83
3943.5381-01		Centrecare	1,026.66	INV	25/09/2019	21601	EAP services 010819	1,026.66
3943.5520-01		Master Lock Service	116.00	INV	24/09/2019	00006310	Lock repairs William Bertram Centre	116.00
3943.5823-01		Accord Security Pty Ltd	3,674.86	INV	23/09/2019	00023955	Security services period ending 150919	3,674.86
3943.583-01		Flexi Staff Pty Ltd	12,142.99	INV	23/09/2019	211481	Depot staff w/e 15/9/19	1,868.30
				INV	23/09/2019	211456	Depot staff w/e 15/9/19	1,607.52
				INV	23/09/2019	211443	Depot staff w/e 15/9/19	1,500.35
				INV	23/09/2019	211404	Depot staff w/e 15/9/19	740.69
				INV	23/09/2019	211417	Temp staff week ending 150919	908.96
				INV	20/09/2019	211288	Temp staff week ending 080919	2,012.37
				INV	20/09/2019	211289	Temp staff week ending 080919	2,012.37
				INV	20/09/2019	211238	Temp staff week ending 080919	1,492.43
3943.5882-01		Promotions Only	612.15	INV	25/09/2019	798796762	Promotional hats	612.15
3943.5904-01		Rockingham Pest Control	550.00	INV	24/09/2019	INV-00028287	Termite treatment Callistemon Court	550.00
3943.5981-01		Dynamic Gift International Pty Ltd	667.70	INV	23/09/2019	J6018	Printed tablecloths The Zone	667.70
3943.5996-01		CMS Engineering Pty Ltd	6,160.58	INV	20/09/2019	33457	Air conditioning maintenance August 19	1,601.61
				INV	20/09/2019	33458	Air conditioning maintenance August 19	1,081.85
				INV	25/09/2019	33826	Service air conditioner Margaret Feilman 200919	322.03
				INV	20/09/2019	33456	Air conditioning maintenance August 19	3,155.09

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3943.6018-01		ALSCO Pty Ltd	144.32	INV	20/09/2019	CPER1973600	Linen for catering	72.16
				INV	23/09/2019	CPER1974762	Linen for catering	72.16
3943.6058-01		Rise Network	2,159.99	INV	19/09/2019	5.2	Rates refund	2,159.99
3943.6091-01		Plants & Garden Rentals	110.00	INV	25/09/2019	00014082	Plant hire October 19	110.00
3943.6224-01		The Grant Finder	753.75	INV	20/09/2019	00149	'Boredom Busters' classes Darius Wells Term 3	753.75
3943.6267-01		Woolworths Group Limited	637.25	INV	20/09/2019	3606633	Items for The Zone	38.30
				INV	23/09/2019	3606630	Items for Mooditj Kulungars and Bright Futures	115.16
				INV	23/09/2019	3606606	Items for Mooditj Kulungars and Bright Futures	92.09
				INV	23/09/2019	3606641	Items for Drop In Term 3 The Zone	30.64
				INV	23/09/2019	3606638	Items for Master Chef Term 3 The Zone	24.15
				INV	24/09/2019	3606640	Items for School Holiday Program Recquatic	25.64
				INV	23/09/2019	3606643	Items for Recquatic Cafe	108.58
				INV	20/09/2019	39391040	Items for Admin	99.30
				INV	20/09/2019	3606635	Items for Youth Program Library 170919	33.95
				INV	20/09/2019	3606603	Items for Recquatic Cafe	35.60
				INV	20/09/2019	3606636	Items for Recquatic Cafe	33.84
3943.6370-01		Elexacom	6,046.57	INV	20/09/2019	27385	Repairs Mandogalup Fire Station 220819	167.66
				INV	20/09/2019	27455	Electrical services 030919 Depot	680.80
				INV	20/09/2019	27456	Electrical service 030919 Koorliny	340.45
				INV	20/09/2019	27457	Service solar lights Hewison Park 030919	174.63
				INV	20/09/2019	27397	Replace earth stake Prince Regent Park 230819	499.50
				INV	24/09/2019	27491	Service light tower Orelia Oval 020719	1,641.18
				INV	24/09/2019	27487	Repair display fridge Ken Jackman Hall	535.78
				INV	23/09/2019	27460	Electrical services Darius Wells	1,216.15
				INV	25/09/2019	27470	Install new GPO Callistemon Court U15 060819	174.93
				INV	25/09/2019	27458	Install security lights Callistemon Court U36	558.12
				INV	25/09/2019	27498	Repair lights Banksia Park U60 100919	57.37
3943.6840-01		Wandi Anketell Holdings Pty Ltd	791,755.75	INV	26/09/2019	30thAugust2019	Refund of DCA5 cost contribution Honeywood Estate	791,755.75
3943.7042-01		Quantum Building Services	2,227.50	INV	23/09/2019	00002770	Mobile smart bar for catering events	2,227.50

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3943.7078-01		Lisa Jane McAleese	1,000.00	INV	24/09/2019	18thseptember19	Rates incentive prize winner	1,000.00
3943.714-01		HP Financial Services Pty Ltd	18,150.00	INV	23/09/2019	100001132283	Monthly IT hardware lease November 2019	15,933.50
				INV	23/09/2019	100001133064	Monthly IT lease payment November 2019	2,216.50
3943.7388-01		Morris Jacobs	287.50	INV	23/09/2019	96	Facilitate Tuesday Art 170919	155.00
				INV	23/09/2019	97	Facilitate Art for kids 180919	132.50
3943.7557-01		Sheila Mills	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83
3943.7605-01		Flying Canape	1,817.50	INV	20/09/2019	11511	Catering 170919	1,817.50
3943.762-01		Blackwood & Sons Ltd	142.93	INV	20/09/2019	KW5218UB	Spray paint	112.73
				INV	23/09/2019	KW4498SZ	Antibacterial wipes	30.20
3943.7812-01		Starbucks Flooring	3,480.00	INV	24/09/2019	INV-000616	Install carpet Callistemon Court U5	1,790.00
				INV	25/09/2019	INV-000622	Install carpet Callistemon Court U65	1,690.00
3943.789-01		Jtagz Pty Ltd	932.80	INV	20/09/2019	00011975	Assorted wrap straps animal registrations	932.80
3943.7911-01		Coulson and Co	599.92	INV	24/09/2019	6.1	Rates refund	599.92
3943.795-01		K Mart	188.50	INV	23/09/2019	206179	Items for school holiday program Recquatic	40.50
				INV	23/09/2019	206161	Containers and wall paper Recquatic	70.00
				INV	25/09/2019	206963	Items for school holiday program Recquatic	78.00
3943.805-01		Mervyn Thomas Kearney	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83
3943.8325-01		Envirosweep	15,171.20	INV	23/09/2019	72212	Footpath sweeping to 130919	448.80
				INV	23/09/2019	72210	Road sweeping to 130919 various locations	2,370.50
				INV	23/09/2019	72214	Car park sweeping to 130919 various locations	2,184.60
				INV	23/09/2019	72038	Reactive/emergency sweeping to 130919	495.00
				INV	23/09/2019	72209	Road sweeping to 130919 various locations	9,672.30
3943.837-01		Kwinana Heritage Group	2,500.00	INV	20/09/2019	160919	Heritage management fees 2nd Qtr Oct to Dec 2019	2,500.00
3943.853-01		Kwinana South Bush Fire Brigade	91.60	INV	20/09/2019	18thSept2019	DFES ESL Recoup to July 2019	91.60
3943.8610-01		John Scarfe	600.00	INV	23/09/2019	79	Handcrafted pens for Citizenship Ceremonies	600.00
3943.8899-01		Majestic Plumbing	3,441.03	INV	25/09/2019	234469	Repair toilet Banksia Park U29	198.26
				INV	25/09/2019	234470	Service hot water system Callistemon Court	187.26

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				INV	25/09/2019	234468	Service sinks Admin 110919	268.11
				INV	25/09/2019	234467	Replace set tap Admin 100919	291.98
				INV	25/09/2019	234442	Service toilet Thomas Oval Pavilion 090919	309.55
				INV	25/09/2019	234473	Service dog water fountain Darling Dog park 170919	88.13
				INV	25/09/2019	234472	Service toilet Darius Wells 170919	132.13
				INV	25/09/2019	234471	Service drink fountain Recquatic 170919	88.13
				INV	25/09/2019	234258	Various plumbing service Banksia Park	1,877.48
3943.8998-01		McLeods	9,243.73	INV	20/09/2019	109964	Legal fees matter No 42801	4,955.73
				INV	20/09/2019	110081	Legal fees matter No 44597	4,288.00
3943.9019-01		Kearns Garden Supplies	182.44	INV	20/09/2019	24-310819	Hardware items Depot	182.44
3943.903-01		Lo-Go Appointments	9,273.31	INV	23/09/2019	00420665	Depot staff w/e 15/9/19	2,456.96
				INV	23/09/2019	00420664	Depot staff w/e 15/9/19	2,039.32
				INV	20/09/2019	00420620	Temp staff week ending 070919	1,629.05
				INV	20/09/2019	00420621	Temp staff week ending 070919	3,147.98
3943.9270-01		Mary Donald Nominees	1,146.00	INV	19/09/2019	5.5	Rates refund	1,146.00
3943.9345-01		Accidental Health & Safety Perth	125.85	INV	20/09/2019	618145	First aid supplies Library	125.85
3943.9405-01		Matthew James Rowse	2,931.50	INV	20/09/2019	ICTALLOW19/20	ICT allowance	291.67
				INV	20/09/2019	MEETINGFEES19/	Meeting fees	2,639.83
3943.9432-01		Forms Express Pty Ltd	568.69	INV	20/09/2019	224762	Printing and issuing of rates notices for 2019/2020	568.69
3943.974-01		Metro Filters	487.50	INV	23/09/2019	00015050	Recquatic Cafe maintenance	487.50
3943.9859-01		BP Australia Pty Ltd	154.00	INV	25/09/2019	Refund	Difference of incorrect annual fee raised 19/20	154.00
3943.9865-01		Amazing Clean Rockingham	120.00	INV	24/09/2019	C9833	Vertical blind cleaning Callistemon Court U7	120.00
3943.9899-01		Creative Minds	2,000.00	INV	25/09/2019	001	Facilitate program Creative Minds	1,000.00
				INV	25/09/2019	0010	Facilitate program STEAM Wellard Community Centre	1,000.00
3943.9962-01		LWP Wellard Pty Ltd	49,002.51	INV	23/09/2019	12thSept2019	Finalisation of DCA1 Stages 1,2,3 Oakebella Estate	49,002.51
3944	26/09/2019	EFT TRANSFER: - 26/09/2019	222,348.43					
3944.151-01		Australian Services Union	547.76	INV	22/09/2019	PY01-07-Aust Ser	Payroll Deduction	233.10
				INV	22/09/2019	PY01-07-Aust Ser	Payroll Deduction	33.76

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Chq/Ref	Pmt Date	Payee	Amount	Tran	Date	Invoice	Description	Amount
				INV	08/09/2019	PY01-06-Aust Ser	Payroll Deduction	233.10
				INV	08/09/2019	PY01-06-Aust Ser	Payroll Deduction	47.80
3944.153-01		Australian Taxation Office	204,554.00	INV	22/09/2019	PY01-07-Australi	Payroll Deduction	204,554.00
3944.2853-01		Maxxia Pty Ltd	3,972.93	INV	22/09/2019	PY01-07-Maxxia P	Payroll Deduction	1,938.28
				INV	22/09/2019	PY01-07-Maxxia P	Payroll Deduction	2,034.65
3944.3376-01		Health Insurance Fund of WA (HIF)	1,115.50	INV	22/09/2019	PY01-07-Health I	Payroll Deduction	1,115.50
3944.3719-01		City of Kwinana - Xmas fund	7,650.00	INV	22/09/2019	PY01-07-TOK Chri	Payroll Deduction	7,650.00
3944.487-01		Child Support Agency	3,688.73	INV	22/09/2019	PY01-07-Child Su	Payroll Deduction	1,846.15
				INV	08/09/2019	PY01-06-Child Su	Payroll Deduction	1,842.58
3944.892-01		LGRCEU	819.51	INV	08/09/2019	PY01-06-LGREC U	Payroll Deduction	410.00
				INV	08/09/2019	PY01-06-LGREC U	Payroll Deduction	10.26
				INV	22/09/2019	PY01-07-LGREC U	Payroll Deduction	388.99
				INV	22/09/2019	PY01-07-LGREC U	Payroll Deduction	10.26
Total EFT			7,211,845.74					
Cancelled Cheques								
200972	12/09/2019	City Of Kwinana - Pay Cash	0.00					
200973	12/09/2019	Commissioner of State Revenue	0.00					
Total Cancelled Cheques			0.00					
Payroll								
PY01-06	08/09/2019	Payroll	614,107.47					
PY01-07	22/09/2019	Payroll	617,319.71					
Total Payroll			1,231,427.18					
Grand Total			-8,725,221.52					

Credit Card Transactions

1/09/2019 to 30/09/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
Credit Card Chief Executive Officer to 030919				\$131.10	
4528806	Invoice	030919A	03/09/2019	\$21.11	Parking meeting Minister for Local Government
4528806	Invoice	030919A	03/09/2019	\$22.57	Taxi CEO & Mayor meeting with Shadow Minister
4528806	Invoice	030919A	03/09/2019	\$27.64	Return taxi CEO & Mayor meeting with Shadow Minister
4528806	Invoice	030919A	03/09/2019	\$47.86	Parking for CEO to attend Westport meetings
4528806	GST	030919A	03/09/2019	\$11.92	GST
Credit Card Functions Officer to 030919				\$536.26	
4528812	Invoice	030919B	03/09/2019	\$4.09	Ice for Sports Awards Dinner
4528812	Invoice	030919B	03/09/2019	\$5.00	Catering for South West Group Directors meeting
4528812	Invoice	030919B	03/09/2019	\$7.27	Lime cordial for Sports Awards Dinner
4528812	Invoice	030919B	03/09/2019	\$7.73	Refreshments for Tech Directors meeting
4528812	Invoice	030919B	03/09/2019	\$10.91	Engraving for Bush Fire Brigades award
4528812	Invoice	030919B	03/09/2019	\$13.77	Frame for Sports Award Dinner table plan
4528812	Invoice	030919B	03/09/2019	\$165.86	Additional supplies for Sports Awards Dinner
4528812	Invoice	030919B	03/09/2019	\$273.33	Photo paper and name badges for citizenships
4528812	GST	030919B	03/09/2019	\$48.30	GST
Credit Card Director City Legal to 030919				\$683.24	
4528814	Invoice	030919C	03/09/2019	\$7.36	Parking Westport Strategy Communications meeting
4528814	Invoice	030919C	03/09/2019	\$13.76	Parking for meeting with McLeods
4528814	Invoice	030919C	03/09/2019	\$600.00	SMS credit for Rates to send ratepayer messages
4528814	GST	030919C	03/09/2019	\$62.12	GST
Credit Card Executive Assistant to 030919				\$496.70	
4528817	Invoice	030919D	03/09/2019	\$13.64	Frame for departing employee gift
4528817	Invoice	030919D	03/09/2019	\$14.36	Gift vouchers for staff recognition
4528817	Invoice	030919D	03/09/2019	\$38.82	Gift basket for bravery award recipient
4528817	Invoice	030919D	03/09/2019	\$50.20	Gift basket for bravery award recipient
4528817	Invoice	030919D	03/09/2019	\$83.64	Flowers for Elected Member in sympathy
4528817	Invoice	030919D	03/09/2019	\$281.00	Gift vouchers for staff recognition
4528817	GST	030919D	03/09/2019	\$15.04	GST

Credit Card Transactions

1/09/2019 to 30/09/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
Credit Card Director City Regulation to 030919				\$109.03	
4528829	Invoice	030919E	03/09/2019	\$7.35	Parking Department of Planning Lands & Heritage meeting
4528829	Invoice	030919E	03/09/2019	\$18.35	Parking Prince2 training
4528829	Invoice	030919E	03/09/2019	\$18.35	Parking Prince2 training
4528829	Invoice	030919E	03/09/2019	\$18.35	Parking Prince2 training
4528829	Invoice	030919E	03/09/2019	\$18.35	Parking Prince2 training
4528829	Invoice	030919E	03/09/2019	\$18.35	Parking Prince2 training
4528829	GST	030919E	03/09/2019	\$9.93	GST
Credit Card Manager Corporate Communications to 030919				\$1,869.96	
4528847	Invoice	030919F	03/09/2019	\$0.46	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$0.74	International transaction fee Zapier
4528847	Invoice	030919F	03/09/2019	\$1.29	International transaction fee Typeform
4528847	Invoice	030919F	03/09/2019	\$11.94	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$17.71	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$29.68	Zapier monthly charge
4528847	Invoice	030919F	03/09/2019	\$31.39	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$51.74	Typeform digital online forms
4528847	Invoice	030919F	03/09/2019	\$59.22	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$65.03	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$155.37	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$157.84	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$185.27	Burst SMS tool
4528847	Invoice	030919F	03/09/2019	\$201.57	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$271.67	Mailchimp monthly plan
4528847	Invoice	030919F	03/09/2019	\$295.24	Facebook advertising
4528847	Invoice	030919F	03/09/2019	\$315.27	Facebook advertising
4528847	GST	030919F	03/09/2019	\$18.53	GST
Credit Card Director City Infrastructure to 030919				\$3,266.97	
4528851	Invoice	030919G	03/09/2019	\$-16.22	Refund for FileCloud
4528851	Invoice	030919G	03/09/2019	\$19.33	Parking for meeting for strategic marketing plan

Credit Card Transactions

1/09/2019 to 30/09/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
4528851	Invoice	030919G	03/09/2019	\$23.01	Parking for meeting for strategic marketing plan
4528851	Invoice	030919G	03/09/2019	\$37.42	International transaction fee Filecloud
4528851	Invoice	030919G	03/09/2019	\$38.92	International transaction fee Filecloud
4528851	Invoice	030919G	03/09/2019	\$96.96	LED arrowboard light visor
4528851	Invoice	030919G	03/09/2019	\$1,496.87	FileCloud software licence
4528851	Invoice	030919G	03/09/2019	\$1,556.75	FileCloud software licence
4528851	GST	030919G	03/09/2019	\$13.93	GST
Credit Card Manager Human Resources to 030919				\$8,560.30	
4534147	Invoice	030919I	03/09/2019	\$10.82	Gift voucher Service Award GST portion
4534147	Invoice	030919I	03/09/2019	\$45.45	Smart rider autoloader
4534147	Invoice	030919I	03/09/2019	\$45.45	Smart rider autoloader
4534147	Invoice	030919I	03/09/2019	\$45.45	Smart rider autoloader
4534147	Invoice	030919I	03/09/2019	\$45.45	Smart rider autoloader
4534147	Invoice	030919I	03/09/2019	\$50.45	Training Marketing and Leadership Library/Records
4534147	Invoice	030919I	03/09/2019	\$54.55	FOI in WA Keynote speech panel session
4534147	Invoice	030919I	03/09/2019	\$74.45	Flowers for staff member
4534147	Invoice	030919I	03/09/2019	\$81.82	Finance Professionals Network Director City Legal
4534147	Invoice	030919I	03/09/2019	\$99.09	FOI in WA Conference
4534147	Invoice	030919I	03/09/2019	\$118.18	Training course Face to Face Childcare
4534147	Invoice	030919I	03/09/2019	\$118.18	Expanding your Range of Influence seminar
4534147	Invoice	030919I	03/09/2019	\$150.00	Advertising Environmental Field Officer
4534147	Invoice	030919I	03/09/2019	\$168.18	Lawyer Confidentiality seminar
4534147	Invoice	030919I	03/09/2019	\$209.55	Training Creating Collections for Future Communities
4534147	Invoice	030919I	03/09/2019	\$318.18	Counsel and Government Lawyers seminar
4534147	Invoice	030919I	03/09/2019	\$318.18	The Law Society masterclass
4534147	Invoice	030919I	03/09/2019	\$359.09	Contract Law seminar
4534147	Invoice	030919I	03/09/2019	\$381.82	Women in Public Sector leadership conference
4534147	Invoice	030919I	03/09/2019	\$390.91	Counsel and Government Lawyers seminar
4534147	Invoice	030919I	03/09/2019	\$390.91	The Law Society masterclass
4534147	Invoice	030919I	03/09/2019	\$445.45	Information Law for Government seminar

Credit Card Transactions

1/09/2019 to 30/09/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
4534147	Invoice	030919I	03/09/2019	\$461.36	Waste and Recycle conference
4534147	Invoice	030919I	03/09/2019	\$690.00	Training management course Zone
4534147	Invoice	030919I	03/09/2019	\$1,000.00	Gift voucher Service Award
4534147	Invoice	030919I	03/09/2019	\$1,800.00	Taxation and Payroll seminar x 4 staff
4534147	GST	030919I	03/09/2019	\$687.33	GST
Credit Card Director City Engagement to 030919				\$951.86	
4534628	Invoice	030919H	03/09/2019	\$18.09	Refreshments for Community Development meeting
4534628	Invoice	030919H	03/09/2019	\$45.45	Booktopia gift certificate for Book Week prize
4534628	Invoice	030919H	03/09/2019	\$50.00	Lyrik donation Round 24
4534628	Invoice	030919H	03/09/2019	\$54.55	YACTivate 2019 registration
4534628	Invoice	030919H	03/09/2019	\$76.55	Guide book Principles Focused Evaluation
4534628	Invoice	030919H	03/09/2019	\$79.78	Graphic novels for Book Week
4534628	Invoice	030919H	03/09/2019	\$300.00	Facebook advertising Youth Team
4534628	Invoice	030919H	03/09/2019	\$300.00	Gift cards for Sports Award winners
4534628	GST	030919H	03/09/2019	\$27.44	GST
Grand Total:				\$16,605.42	

16.2 Adoption of the City of Kwinana Groundwater Operating Strategy 2019 - 2024

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

In order to maintain bore licences, for the watering of parks within Kwinana, it is a requirement of the Department of Water and Environmental Regulation (DWER) for the City to have a current Groundwater Operating Strategy (Groundwater Strategy). A Groundwater Strategy is currently in place for the period 2014 to 2019. As the current Groundwater Strategy is expiring, in order to have continued access to groundwater, it is necessary to adopt a new Groundwater Strategy. City Officers, with technical assistance from an external consultant, have developed the attached Groundwater Strategy, which will cover the period 2019 to 2024 (Attachment A). It is recommended that Council adopt the attached Groundwater Strategy.

The review and update of the City's Groundwater Strategy is a CEO KPI, due for completion in December 2019.

OFFICER RECOMMENDATION:

That Council adopt the Groundwater Operating Strategy 2019-2024, as included at Attachment A.

DISCUSSION:

The City has maintained a Groundwater Strategy since approximately 2011. By operating to a Groundwater Strategy, Officers have been able to monitor groundwater and reticulated water use, and monitor water quality, groundwater levels, and the effect of fertilisers on groundwater quality. Demonstrating professional and effective management of groundwater not only ensures continued access to water, through the continuation of licences, but also ensures the long-term availability of quality groundwater for the City's facilities.

Key elements of the Groundwater Strategy are as follows.

- The implementation of Developer Guidelines for reticulation, to ensure the use of efficient systems and technology. The City's Developer Guidelines include specific requirements for bore pumps, water meters, reticulation controllers, sprinklers, turf, and landscaped gardens.
- Hydrozoning of open spaces, facilitated by variable speed bore pumps.
- The upgrading of bores to variable speed pumps (currently 23 of the City's 73 current irrigation bores).
- Centralised irrigation controllers with fault and leak sensing.
- Water quality and level monitoring: nutrients, salinity and water level.
- Water wise plant list.
- Monthly water budgets.
- Adjustment of water application based on evapotranspiration.
- Regular external audit of the City's reticulation systems.

16.2 ADOPTION OF THE CITY OF KWINANA GROUNDWATER OPERATING STRATEGY 2019 -2024

- Flowmeter readings and developing water use trends over time.
- Inclusion of the City's Sustainable Water Management Plan (2018 – 2023). This plan includes groundwater use.

It is recommended that Council adopt the Groundwater Strategy.

LEGAL/POLICY IMPLICATIONS:

Groundwater licences and conditions are enforced under the *Rights in Water and Irrigation Act 1914*.

FINANCIAL/BUDGET IMPLICATIONS:

The Groundwater Strategy notes that upgrading of controllers and bore pumps will occur at the time the device is replaced, and new gifted infrastructure will be required to meet the City's specification. Accordingly, all costs associated with the Groundwater Strategy are part of the normal asset renewal programs.

ASSET MANAGEMENT IMPLICATIONS:

The Developer Guidelines ensures gifted assets meet the City's specification for quality. Consistency in the City's key components, such as controllers, ensures limited spare parts are required, and there is a reduced need to pay subscription costs for controller software.

ENVIRONMENTAL IMPLICATIONS:

The Groundwater Strategy is part of a suite of environmental strategies used within the City. The Groundwater Strategy seeks to reduce use of groundwater, prevent the ingress of salt water, through excessive drawdown, and to manage water quality through monitoring of bores across the City.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcomes and objectives detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	A water-wise City	3.4 Encourage and exercise best practice water management
Strategic Community Plan	A City adapted to climate change	3.5 Understand the impacts of climate change and take a risk management approach to addressing these effects in future planning
Strategic Community Plan	Well-kept green spaces	4.2 The community has easy access to well equipped quality parks and public open spaces

16.2 ADOPTION OF THE CITY OF KWINANA GROUNDWATER OPERATING STRATEGY 2019 -2024**COMMUNITY ENGAGEMENT:**

There are no community engagement implications that have been identified as a result of this report or recommendation.

PUBLIC HEALTH IMPLICATIONS

The recommendation has the potential to help improve the following determinants of health:

- Built Environment – Environmental Quality and Neighbourhood Amenity.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Groundwater Strategy not accepted by DEWR
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Service Delivery
Risk Assessment Context	Operational
Consequence	Catastrophic
Likelihood	Unlikely
Rating (before treatment)	High
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Engaged external specialist to assist with preparation of Groundwater Strategy. Submitted draft of Groundwater Strategy prior to expiry of existing Groundwater Strategy
Rating (after treatment)	Moderate

COUNCIL DECISION**006****MOVED CR M KEARNEY****SECONDED CR W COOPER**

That Council adopt the Groundwater Operating Strategy 2019-2024, as included at Attachment A.

**CARRIED
8/0**

City of Kwinana

Groundwater Operating Strategy 2019-2024
Superficial Aquifer
Irrigation Water Supply
City of Kwinana, Western Australia

FINAL

GCS Project Number: CoK002
DWER References: RF5426, DWERT1308, DWERT631
Report Date: September 2019

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Appendix B Groundwater Well Licences

Appendix C Site Photographs

AUTHORISATION OF OPERATING STRATEGY

Name of water licence applicant	Licensee:	City of Kwinana
	Licensee Representative:	Mr David Boccuzzi City of Kwinana PO Box 21 KWINANA WA 6167 Phone: 9236 4359
Development project	City of Kwinana irrigation programme	
Legal description of the land where water is taken and used	Various ovals, parks, gardens, road reserves and other areas of public open space within the City of Kwinana as listed on Groundwater Well Licences (<i>Appendix B</i>).	

"I understand that the commitments given in the attached operating strategy will be a condition of an associated water licence if approved and that a breach of a commitment or any licence condition may be an infringement of the Rights in Water and Irrigation Act 1914":

ENTITY	PRINTED NAME	SIGNATURE	DATE
Person(s) legally responsible for water licence	Mr David Boccuzzi Manager – City Operations		
Approved by delegated authority Department of Water and Environmental Regulation			

1. ADMINISTRATIVE REQUIREMENTS

Table 1.1 Administrative Requirements

Item	Requirement	Comment
1.1	List of issued Groundwater Well Licences relevant to this operating strategy	<p>54366(10) 109200(5) 109201(4) 109202(8) 109210(10) 162436(5) 169658(4) 178415(3) 202605(1) 203202(1)</p> <p>Details of licences are listed in <i>Table 1.2</i> and copies of the licences are provided in <i>Appendix B</i>. The City of Kwinana intends to seek amalgamation of licences within the same groundwater management subareas.</p>
1.2	Development	<p>The City of Kwinana (<i>Figure 1, Appendix A</i>) has been using groundwater from the unconfined superficial aquifer system to irrigate sporting grounds, parks, road verges and gardens for decades. Parks irrigated with groundwater from the superficial aquifer system are shown on <i>Figure 2, Appendix A</i>.</p> <p>The Department of Water and Environmental Regulation has authorised the City of Kwinana to abstract up to 1,209,001 kL/annum from the superficial aquifer (September 2019) for irrigation of up to 151.4 ha, as well as other minor purposes such as domestic, firefighting, ablution block as well as industrial purposes and to maintain pool and lake levels. The City of Kwinana has 76 operating superficial aquifer irrigation bores, with a further 16 irrigation bores to be transferred to the City of Kwinana from developers over the coming years.</p> <p>Licensed allocations are managed in consultation with the Department of Water and Environmental Regulation so that changes in irrigation areas are reflected in the Licences to Take Water. The development of new subdivisions within the City of Kwinana means that additional Groundwater Well Licences will be transferred to the City of Kwinana as the City takes over management of a number of parks situated in new subdivisions.</p> <p>The City of Kwinana is an accredited Waterwise Council under the Waterwise Council programme run by the Water Corporation and Department of Water and Environmental Regulation. For the last two years, the City of Kwinana has achieved the Gold Waterwise Council status.</p>
1.3	Groundwater investigations	Existing project.
1.4	Groundwater management framework	<p>The irrigation bores operated by the City of Kwinana are located across the Cockburn, Jandakot and Serpentine Groundwater Areas. The majority of bores are located within the Wellard subarea of the Cockburn Groundwater Area (<i>Figure 2, Appendix A</i>).</p> <p>The Department of Water and Environmental Regulation has released a revised <i>Cockburn Groundwater Area Water Management Plan</i> for public comment (Department of Water and Environmental Regulation, 2018a) and associated methods report (Department of Water and Environmental Regulation, 2018b). The Department has undertaken the review of the management plan as a result of decreasing rainfall, increasing groundwater use and the requirement from industry in the Kwinana strip for certainty with regard to on-going allocations. The review was limited to the superficial aquifer with the aim of maintaining groundwater quality and quantity for existing licensees and high value wetlands for future generations.</p> <p>The allocation limit for the superficial aquifer in the Wellard subarea has been reduced from 10.32 GL/annum (2007) to 6.0 GL/annum (2018) and the allocation limit for the Valley subarea has been reduced from 7.7 GL/annum (2007) to 5.5 GL/annum (2018). The revised allocation limit for the Valley subarea reflects actual groundwater use in the subarea. In the Wellard subarea, the revised allocation limit is a mid-point between actual groundwater use and the total of the allocation issued to licensees (Department of Water and Environmental Regulation, 2018b). Both subareas are currently over-allocated and the department will reduce over-allocation through recouping unused entitlements.</p> <p>The revised allocation plan delineates a coastal interface management zone from 0 to 2km of the coast within the Cockburn Groundwater Area. The department has set the objective that groundwater abstraction does not cause the seawater interface to move further inland, nor increase in thickness. Currently the toe of the seawater interface is within the coastal interface management zone. The department has calculated that within the Wellard subarea, seawater interface is within 270m of the coast. The Department of Water and Environmental Regulation has installed additional seawater interface monitoring bores in the Wellard and Valley subareas in 2017 and 2018 for inclusion in the final version of the <i>Cockburn Groundwater Area Water Management Plan</i>.</p>

Item	Requirement	Comment
1.5	Person/position responsible for implementing operating strategy	Manager – City Operations City of Kwinana
***	Definition of water year	1 July to 30 June, twelve months thereafter.
1.6	Scheduled reporting requirements	Flowmeter readings will be reported to the Department of Water and Environmental Regulation using a spreadsheet in a format provided to the satisfaction of the Department of Water and Environmental Regulation. Every 12 months the licensee shall provide to the Department of Water and Environmental Regulation a groundwater monitoring summary for the preceding water year by 31 October.
1.7	Schedule operating strategy review	This operating strategy is valid for five years. The operating strategy will be reviewed every five years or amended in the event of a significant change to the irrigated areas, irrigation methods, aquifer conditions or if deemed necessary by the City of Kwinana or the Department of Water and Environmental Regulation.

Table 1.2 Summary of Groundwater Well Licences

Groundwater Well Licence	54366(10)	109200(5)	109201(4)	109202(8)	109210(10)
Department of Water and Environmental Regulation File Reference	RF5426-03	RF5426-03	RF5426-03	RF5426-02	RF5426-02
Owner/Operator	City of Kwinana	City of Kwinana	City of Kwinana	Town of Kwinana	City of Kwinana
Groundwater Area	Cockburn	Jandakot	Jandakot	Cockburn	Serpentine
Groundwater Subarea	Wellard	Wandi	Mandogalup	Valley	Jandakot Mound 2
Description of Groundwater Source	Superficial aquifer	Superficial aquifer	Superficial aquifer	Superficial aquifer	Superficial aquifer
Licensed Allocation (kL/annum)	796,270	23,500	9,500	104,254	134,675
Licence Duration	23 October 2010 to 21 June 2020	23 October 2010 to 21 June 2020	23 October 2010 to 21 June 2020	18 December 2012 to 21 June 2020	18 July 2018 to 17 July 2028
Licence Purpose	Irrigation of up to: <ul style="list-style-type: none"> – 65.32 ha public open space – 19.4 ha recreation areas – 9.88 ha landscaped gardens – 4.9 ha ovals & playing fields – 2.23 ha road verge Water requirements to maintain pool and lake levels.	Irrigation of up to: <ul style="list-style-type: none"> – 3 ha recreation areas Domestic use	Irrigation of up to: <ul style="list-style-type: none"> – 1 ha lawns and gardens Domestic use Firefighting purposes	Irrigation of up to: <ul style="list-style-type: none"> – 1.8 ha of public open space – 0.2 ha recreation areas – 7.6 ha landscaped gardens – 0.3 ha road verge Industrial purposes	Irrigation of up to: <ul style="list-style-type: none"> – 17.04 ha public open space Ablution block purposes Firefighting purposes
Location of Bores – Suburb(s)	Calista, Kwinana Beach, Kwinana Town Centre, Leda, Medina, Orelia, Parmelia, Wellard	Wandi	Mandogalup	Kwinana Beach, Orelia, Naval Base	Bertram, Wellard
Location of Activity – Number of listed locations	44	1	1	5	25
Land Description	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>
Borefield Description	<ul style="list-style-type: none"> – 46 operating irrigation bores. – 3 bores not equipped/decommissioned. – 5 bores to be transferred from a developer. 	<ul style="list-style-type: none"> – 1 operating irrigation bore. (Wandi Equestrian) 	<ul style="list-style-type: none"> – 1 operating irrigation bore. (Mandogalup Fire Station) 	<ul style="list-style-type: none"> – 5 operating irrigation bores. 	<ul style="list-style-type: none"> – 9 operating irrigation bores – 7 bores to be transferred from developer

Table 1.2 Summary of Groundwater Well Licences cont.

Groundwater Well Licence	162436(5)	169658(4)	178415(3)	202605(1)	203202(1)
Department of Water and Environmental Regulation File Reference	RF5426-03	DWERVT1308	RF5426-03	DWERVT631	RF5426-03
Licensees(s)	Town of Kwinana	City of Kwinana	City of Kwinana	City of Kwinana	City of Kwinana
Groundwater Area	Serpentine	Serpentine	Jandakot	Jandakot	Serpentine
Groundwater Subarea	Jandakot Mound 1	Jandakot Mound 2	Mandogalup	Mandogalup	Jandakot Mound 2
Description of Groundwater Source	Superficial aquifer	Superficial aquifer	Superficial aquifer	Superficial aquifer	Superficial aquifer
Licensed Allocation (kL/annum)	21,615	10,725	6,000	95,475	6,991
Licence Duration	24 February 2017 to 21 June 2020	9 July 2019 to 8 July 2029	28 June 2018 to 27 June 2028	26 March 2019 to 25 March 2029	8 August 2019 to 7 August 2029
Summary of Licence Purpose	Irrigation of up to: – 2.882 ha public open space	Irrigation of up to: – 1.43 ha public open space	Irrigation of up to: – 0.8 ha public open space	Irrigation of up to: – 12.73 ha public open space	Irrigation of up to: – 0.93 ha public open space
Location of Activity – Suburb(s)	Bertram	Wellard	Wandi	Wandi	Wellard
Location of Activity – Number of listed locations	4	3	1	31	1
Land Description	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>	<i>Refer to licence in Appendix B.</i>
Borefield Description	– 3 operating irrigation bores.	– 1 operating irrigation bore. (Epidote Park)	– 1 operating irrigation bore. (Morningside Park)	– 5 operating irrigation bores. – 4 bores to be transferred from a developer. – 2 monitoring bores MW6 and WAM2s Note GWL202605 incorrectly lists MW8 instead of MW6.	– 1 operating irrigation bore. (Daybreak Park)

2. WATER SOURCE DESCRIPTION

2.1 WATER SOURCES

The City of Kwinana uses the groundwater from the superficial aquifer system for irrigation purposes. A list of bores is presented in *Table 2.1* and bore locations are shown in overview on *Figure 2, Appendix A*.

2.1.1 Superficial Aquifer

The City of Kwinana lies on the dunal systems of the Swan Coastal Plain. The coastal bores at Wells Park at Kwinana Beach (Bore 45) and Patterson Rd, Rockingham (Bore 59) are located on the Quindalup Dune system where the superficial aquifer is comprised of Safety Bay Sand overlying Tamala Limestone. The majority of the City of Kwinana's irrigation water supply bores are located on the Spearwood Dune system which is comprised of slightly calcareous aeolian sand remnant from leaching of the underlying Tamala Limestone (Davidson, 1995). Bores in the suburbs of Bertram, Wandi and east Wellard, and further east, are located on the Bassendean Dune system. Bores on the Bassenden Dune systems intersect Bassendean Sand, Guildford Formation, Gnangara Sand and/or Ascot Formation. The distribution of the surface units of the superficial aquifer system is shown on *Figure 3, Appendix A* with a cross section located along the northern boundary of the City of Kwinana.

The superficial formations form the regionally-extensive, unconfined superficial aquifer system. The general hydrogeology of the project area is summarised:

- The average saturated thickness of the superficial aquifer is between 20 and 30m, increasing to the northeast to 30 to 40m.
- The superficial aquifer is directly recharged by rainfall. Recharge occurs mainly by direct infiltration of rainfall. The amount of recharge depends on the rainfall pattern (intensity, frequency, and duration), land use, depth to water table and surface geology and Department of Water and Environmental Regulation estimated between 10 and 25 per cent of rainfall becomes recharge across the area (Department of Water and Environmental Regulation, 2018b).
- The Department of Water and Environmental Regulation states in the method report (Department of Water and Environmental Regulation, 2018b) that current rainfall is tracking in line with the projected driest (worst-case) climate scenario which reduces recharge into the superficial aquifer system.
- The Tamala Limestone is highly permeable. Davidson and Yu (2008) estimate an average hydraulic conductivity of 100 to 1000 m/day. The Bassendean Sand has an average hydraulic conductivity of around 15 m/day.
- The City of Kwinana is located on the south-western flank of the Jandakot groundwater mound. The groundwater flow direction is south-westerly from the mound and diverts to north-westerly towards the coast where it discharges (*Figure 3, Appendix A*).

- The Water Corporation operates large public water supply borefields within the superficial aquifer and deeper confined aquifer systems on the Jandakot mound.
- There is a saline interface within the superficial aquifer which is estimated to be within 270m of the coast in the Wellard subarea (Department of Water and Environmental Regulation, 2018b).
- Wetlands are formed within topographic lows and between the dune systems and are generally surface expressions of the groundwater table. The major wetland systems within the City of Kwinana are the Spectacles, which is a conservation category EPP wetland system, and Bollard Bulrush Swamp which is an EPP resource enhancement category wetland that has been highly modified by human activity.
- The superficial aquifer is underlain by the Rockingham aquifer and the Leederville aquifer. In the northern half of the city, the superficial aquifer and Leederville aquifer systems are hydraulically separated by the Kardinya Shale. In the southern half of the city, the superficial aquifer overlies the Leederville aquifer and there is downward leakage of groundwater from the superficial aquifer to the Leederville aquifer. In a small part of the Wellard Subarea, discontinuous clay lenses at the base of the Superficial formations locally confine the Rockingham Sands creating a localised semi-unconfined aquifer (Department of Water and Environmental Regulation, 2018b)
- The majority of irrigation bores operated by the City of Kwinana are located within the Wellard subarea. The City of Kwinana holds 8% of the licensed groundwater allocation for the superficial aquifer within the Wellard subarea of the Cockburn Groundwater Area.

The Department of Water and Environmental Regulation operates a regional groundwater monitoring bore network within the superficial aquifer. There are few regional monitoring bores within the major residential areas surrounding the Kwinana City Centre. Regional monitoring bores are shown on *Figures 2 and 5, Appendix A*.

2.2 SCHEME DESCRIPTION

The City of Kwinana has 76 irrigation bores of which three are not equipped (49 Oakley Park, 50 Harrison Park and 55 Wellard Entry). A further sixteen irrigation bores are expected to be transferred to the City of Kwinana from various land developers (*Figure 2, Appendix A*) in the coming years. Most irrigation bores pump directly to the corresponding reticulated area. There are minor storages at Wandi Equestrian (Bore 42), Mandogalup Fire Station (Bore 43) and Casuarina Fire Station (Bore 44) for fire-fighting and other minor purposes.

Two monitoring bores (WAM2s and MW6) installed by the developers of a new subdivision in Wandi have been transferred to the City of Kwinana.

Bore locations are shown on *Figure 2, Appendix A* and in detail on *Figures 4a to 4g, Appendix A*.

Table 2.1 Bore Details

Bore ID	Name	Street Address	Lot	Coordinates		Year Current Bore Installed	Purpose	Zone	Irrigation Area (ha)	Current Meter		2017/18 Abstraction		Irrigation Application (kL/ha/a)	Comment	
				Easting (mGDA)	Northing (mGDA)					Brand	Serial Number	Irrigation (kL)	Other (kL)			
GROUNDWATER WELL LICENCE 54366(10)																
1	Kelly Park	Rowson Pl MEDINA	M1084	386501	6433245	2010	S / T / G	ACTIVE	2.2	Bermad	7325060015	21,023	1,906	9,600	Standpipe for other uses	
2	Thomas Oval North	Tucker St MEDINA	M1084	386583	6433103	1999	S / T	ACTIVE	11.8	Bermad	10271220011	43,048				6,300
3	Thomas Oval South	Tucker St MEDINA	M1084	386832	6433039	1998	S / T	ACTIVE	-	Bermad	73250700080	31,568				-
4	Ridley Green	Medina Ave / Ridley Grn MEDINA	M39	387328	6433392	1995	T / G	passive	5	Bermad	7324690015	23,562				4,700
5	McGuigan Park	Medina Ave / Hoyle Rd MEDINA	M696	387471	6433130	1998	V / G	passive	1	Bermad	23083800010	5,738				5,700
6	Medina Green (shops)	Pace Road MEDINA	309	387544	6432817	1986	T	passive	0.43	Bermad	56932000003	3,846				8,900
7	Medina Oval Outer	Brownell Cres MEDINA	505	387821	6433188	2010	T	passive	2.14	Bermad	9086390004	10,484				4,900
8	Medina Oval Main	Brownell Cres MEDINA	505	388003	6433202	1997	T	ACTIVE	2.4	Bermad	5191690003	24,816				10,300
9	Gilmore Ave #1	Gilmore Ave / Thomas Rd MEDINA	Verge	387792	6433681	2012	V / G	passive	6	Bermad	90329693	16,161				2,700
11	Gilmore Ave #2	Gilmore Ave / Kirkus Rd MEDINA	Verge	388116	6432844	1995	V / G	passive	3	Bermad	90929723	10,346				3,400
12	Calista Oval	Walgreen Cres CALISTA	C414	387828	6432071	2006	S / T	passive	4.9	Bermad	10888380010	42,988	8,800			
13	Gawler Park	Gawler way CALISTA	C187	387389	6431901	1991	T	passive	0.4	Bermad	5963120012	962	2,400			
14	Rhodes Park	Rhodes Cres CALISTA	300	387974	6431135	2001	S / T	ACTIVE	2.95	Bermad	9431590004	19,996	6,800			
15	Gilmore Ave #3	Gilmore Ave / Isaac Way CALISTA	Verge	388107	6431231	1996	V	passive	6.5	Bermad	1369752000	19,594	3,000			
16	Admin Grounds	Gilmore Ave / Sulphur Rd TOWN CENTRE	111	388161	6432244	1991	T / G	passive	2.4	Bermad	7325070007	10,881	4,500			
17	Town Park	Meares Ave / Hutchings Cov TOWN CENTRE	4	388460	6432198	2011	T / G	passive	3.5	Bermad	00-3589	19,346	5,500			
18	Recquatic	Robos Pl TOWN CENTRE	6	388134	6432019	2002	T / G	passive	1	Bermad	4184240015	3,131	3,100			
19	Orelia Oval	Chrismas Ave ORELIA	501	388634	6433018	2008	S / T	ACTIVE	4.8	Turbobar	00-3576	33,808	7,000			
21	Sloans Reserve	Sloans Dr LEDA	1876	387271	6430565	2009	T	passive	1.75	Bermad	4184200014	5,176	3,000			
22	Leda English POS	Gilmore Av /Sloans Dr LEDA	106	387752	6430481	1990	T / V	passive	1.14	Bermad	5963200001	9,280	8,100			
23	Rogan Park	Gilmore Ave LEDA	336	387646	6430075	2017	T / V	passive	1.18	Bermad	596320015	6,219	5,300			
24	Djilba Park	Djilba Dr LEDA	362	387936	6429922	1996	T	passive	5.6	Bermad	4184240017	16,339	6,500			
25	Gabor Park	Wyatt Gdns LEDA	363	387529	6429572	1995	T / V / G	passive	1	Bermad	5963180009	2,583	2,600			
26	Barney Park	Mearse Ave PARMELIA	249	388555	6430782	2010	T / V	passive	0.88	Bermad	14097140002	4,335	4,900			
27	Skottowe Park	Parmelia Ave PARMELIA	268	389142	6430590	2011	T / V	passive	2.88	Bermad	5263160009	9,390	3,300			
28	Bournan Heights POS	Bournan Hgt PARMELIA	265	389093	6431074	2010	T	passive	1.2	Bermad	4184200015	3,496	2,900			
29	Newstead Park	Newstead Cres PARMELIA	E30	388700	6431238	1998	T / V	passive	1.6	Bermad	None	5,595	3,500			
30	Challenger Parmelia Entry	Sutherland Prd PARMELIA	489	389468	6431475	1996	T / V / G	passive	1.5	Bermad	18912006	1,699	1,100			
31	Parmelia Ave #2	Parmelia Ave/ Chisham Ave PARMELIA	Verge	389578	6431911	1998	V	passive	0.5	Bermad	5963180007	1,655	3,300			
32	Warner Rd Sump	Warner Rd PARMELIA	355	389766	6432061	1989	T / V	passive	0.5	Bermad	5963180010	2,272	4,500			
33	Parmelia Ave #1	Mckanna Gdns PARMELIA	E23	389604	6432265	1998	T / V / G	passive	1.8	Bermad	7325050002	14,176	7,900			

Table 2.1 Bore Details

Bore ID	Name	Street Address	Lot	Coordinates		Year Current Bore Installed	Purpose	Zone	Irrigation Area (ha)	Current Meter		2017/18 Abstraction		Irrigation Application (kL/ha/a)	Comment
				Easting (mGDA)	Northing (mGDA)					Brand	Serial Number	Irrigation (kL)	Other (kL)		
34	Hennessy Park	Gelibrand Rd ORELIA	757	389509	6432680	2018	T / V	passive	0.4	Bermad	5963200012	1,480		3,700	
35	Rutherford Park	Rutherford Square ORELIA	477	389410	6433429	2000	T / G	passive	1	Bermad	15549020001	1,923		1,900	
36	Sandringham Park	Nottingham Pkw ORELIA	1403	389883	6433511	2000	T / V / G	passive	1.1	Bermad	418413006	5,182		4,700	
37	Brandon Mews Park	Brandon Mews PARMELIA	392	390082	6431741	1996	T	passive	0.2	Bermad	5003190014	933		4,700	
39	Wellard Park	Homestead Dr / Wellard Rd WELLARD	335	389577	6430165	2007	T / V / G	ACTIVE	3.5	Bermad	91011490	13,103		3,700	
45	Wells Park	Kwinana Beach Rd KWINANA BEACH	1836	383067	6431472	2001	T	ACTIVE	3.5	Bermad	2321330005	21,501		6,100	
46	Wellard Rd Verge	Mcgoldrick PI PARMELIA	252	388812	6430456	1998	V	passive	1.5	Bermad	4184210005	6,795		4,500	
48	Chisham Oval	Joiner PI PARMELIA	33	389320	6431640	1997	S	ACTIVE	2.8	Bermad	4184210010	8,612		3,100	
49	Oakley Park	Oakley Rd MEDINA	766	387301	6432392	1984	Not in use	DRY	-			-			No meter
50	Harrison Park	Harrison Wy CALISTA	489	387456	6431401	1984	Not in use	DRY	-			-			No meter
51	Sloans Cottage	Sloans Drive LEDA	1876	387214	6430409	2007	T / G	passive	0.15	Bermad	15549020002	414		2,800	
55	Wellard Entry	KWINANA BEACH	4497	385327	6431326	-	-	-	-	-	-	-	-	-	Decommissioned (2011)
59	Patterson Rd	Patterson Rd KWINANA BEACH	Verge	384223	6431237	2010	T / G	passive	1.8	Bermad	5963190020	9,246		5,100	
61	Wellard Village #1	Cliveden Ave WELLARD	208	388740	6430394	2004	S / T / G	ACTIVE	6.8	Turbobar	04-2773	29,741		10,600	61,62.63 combined irrigated area
62	Wellard Village #2	Twickenham Pde WELLARD	208	388642	6430225	2004	S / T / G	ACTIVE	-	Turbobar	04-2728	30,685		-	
63	Wellard Village #3	Twickenham Pde WELLARD	159	388553	6430098	2004	S / T / G	ACTIVE	-	Turbobar	04-2694	11,400	7,092	-	Other use - Abingdon lake fill.
64	Wellard Village #4	Lambeth Circle WELLARD	418	388286	6429737	2008	T / V / G	passive	2.2	Bermad	2938620004	16,560		7,500	
65	Borthwick Park	Stokesay St ORELIA	8001	389042	6433090	2007	T / V / G	passive	0.42	Bermad	169971009	1,560		3,700	
GROUNDWATER WELL LICENCE 109200(5)															
42	Wandi Equestrian	DeHaer Rd WANDI	33	395345	6437665	2006	T / F	ACTIVE	3	Bermad	2449350001	11,721	84	3,900	Other use – tank fill
GROUNDWATER WELL LICENCE 109201(4)															
43	Mandogalup Fire Station	Anketell / Mandogalup Rds MANDOGALUP	76	390955	6435902	1994	T / F	passive	1	Bermad	5933160002	3,182		3,200	
GROUNDWATER WELL LICENCE 109202(8)															
10	Thomas Rd #2	Thomas Rd / Bingfield ORELIA	Verge	387360	6433798	2017	V / G	passive	3.5	Bermad	90937689	10,357		3,000	
20	Thomas Rd #3	Thomas Rd / Nye Wy ORELIA	Verge	388730	6433658	1996	V / G	passive	4.1	Bermad	90929726	8,500		2,100	
47	Thomas Rd Entry	Thomas Rd / Rockingham Rd ORELIA	339	385852	6433922	1995	V	passive	1.8	Bermad	2126460019	13,175		7,300	
57	Rubbish Tip	Ratcliffe Rd KWINANA BEACH	304	386621	6434056	1991	D / G	passive	0.2	Turbobar	09-1724	3,421		17,100	
60	Rockingham Rd	Rockingham Rd NAVAL BASE	481	385265	6437241	2011	T / G	passive	0.3	Bermad	5963170003	951		3,200	
GROUNDWATER WELL LICENCE 109210(10)															
38	Challenger/Bertram Entry	Bertram Rd / Challenger Ave BERTRAM	Verge	390210	6431076	1996	T / G	passive	0.35	Bermad	5963200019	1,348		3,900	
40	Chipperton Park	Bertram Rd / Parkfield Bvd BERTRAM	1511	390926	6430985	2009	T / V / G	passive	2.4	Turbobar	4184220010	10,960	1,637	4,600	Other use – lake fill

Table 2.1 Bore Details

Bore ID	Name	Street Address	Lot	Coordinates		Year Current Bore Installed	Purpose	Zone	Irrigation Area (ha)	Current Meter		2017/18 Abstraction		Irrigation Application (kL/ha/a)	Comment
				Easting (mGDA)	Northing (mGDA)					Brand	Serial Number	Irrigation (kL)	Other (kL)		
41	Ascot Park	Johnson Rd / Ascot Prkwy BERTRAM	304	391479	6431571	2010	T / G	passive	3	Bermad	4184210003	16,399		5,500	
44	Casuarina Fire Station	Mortimer Rd / Barker Rd WELLARD	32	393815	6430643	2009	T / F	passive	0.55	Bermad	5191720006	3,532		6,400	
52	Berry Park	Berry Wy BERTRAM	3001	390447	6431229	2004	T	passive	1.5	Bermad	5963200006	7,009		4,700	
53	Centennial Park	Centenial Ave BERTRAM	4909	391209	6430977	2003	T / V / G	passive	2.76	Bermad	410421004	9,669		3,500	
54	Bertram School Oval	Mangart Rd BERTRAM	5000	390870	6431553	2005	S / T	ACTIVE	2.6	Bermad	1154610002	30,320		11,700	
56	Prince Regent Park	Prince Regent Gle BERTRAM	4836	391612	6431140	2006	T	passive	1.79	Bermad	9609810004	8,774		4,900	
69	Gemstone Park	Gemstone Pde WELLARD	8003	391523	6429963	2009	T / V / G	passive	2.51	Unknown	5963190005				
GROUNDWATER WELL LICENCE 162436(5)															
58	Millbrook Ave	Millbrook Ave BERTRAM	9229	391248	6432089	2007	T / V / G	passive	2	Bermad	2426450004	8,645		4,300	
67	Kendal Bend	Kendal Bend BERTRAM	8004	391007	6432327	2009	T / V / G	passive	0.882	Bermad	2274530006	1,758		2,000	
70	Darton Loop	Darton Loop BERTRAM	8007	390903	6432795	2011	T / V / G	passive		Bermad	9431580004				Not licensed to City of Kwinana
GROUNDWATER WELL LICENCE 169658(4)															
82	Epidote Park	Epidote Vista WELLARD	8005	391665	6430427	2016	T / G	passive	1.43	Bermad	13385910002				
GROUNDWATER WELL LICENCE 178415(3)															
77	Mornington Park	Mornington Crescent WANDI	243	392163	6436968	2013	T / V / G	passive	0.8	Bermad	12224180001	3,770		4,700	
GROUNDWATER WELL LICENCE 202605(1)															
71	Honeywood #1 Lyon Rd	Lyon Rd WANDI	8001	392904	6437939	2010	T / V / G	passive	11.95	Bermad	9086390001				71-73 operate together
72	Honeywood #2 Litchfield	Litchfield Cir WANDI	8010	392299	6437578	2013	T / V / G	passive		Bermad	10585870013				
73	Honeywood #3 Davenport	Honeywood Ave WANDI	8005	392506	6438158	2012	T / V / G	passive		Bermad	11059650004				
75	Honeywood #4 Willandra	Littabella Ave WANDI	8003	392540	6438716	2013	T / V / G	passive	0.78	Bermad	12667910007				75 and 76 operate together
76	Honeywood #5 Woko	Littabella Ave WANDI	8004	392511	6438895	2013	T / V / G	passive		Bermad	12667910008				
-	MW6	Bruny Meander WANDI		-392750	-6438050	-	Monitoring	-	-	-	-	-	-	-	- Trigger bore – water levels
-	WAM2s	Litchfield Circuit WANDI		-392474	-6437401	-	Monitoring	-	-	-	-	-	-	-	- Trigger bore – water levels
GROUNDWATER WELL LICENCE 203202(1)															
80	Daybreak Park	Indigo Bend WELLARD	431	392175	6429714	2015	T / V / G	passive	0.93	Bermad	12667570005				
OTHER BORES															
66	Gilmore College	Dargin Place ORELIA	Verge	388515	6432852	2007	S / T	ACTIVE	4.8	Turbobar	05-5388				Licensed to Dept of Education
68	Wellard Village #5 Tottenham	Lambeth Circle WELLARD	9041	388930	6429429	2009	T / V / G	passive		Bermad	2274530012				To be transferred by developer
74	Wellard Village #6 Coleford	Lambeth Circle WELLARD	1012	389122	6428651	2012	T / V / G	passive			9782050001				To be transferred by developer
78	Sunrise Park	Serenity St WELLARD	432	392248	6430151	2013	T / V / G	passive			10888390001				To be transferred by developer
79	Boyne Park	Glenfinlass Pde WELLARD	743	391644	6428977	2015	T / V / G	passive			12453590003				To be transferred by developer

Table 2.1 Bore Details

Bore ID	Name	Street Address	Lot	Coordinates		Year Current Bore Installed	Purpose	Zone	Irrigation Area (ha)	Current Meter		2017/18 Abstraction		Irrigation Application (kL/ha/a)	Comment
				Easting (mGDA)	Northing (mGDA)					Brand	Serial Number	Irrigation (kL)	Other (kL)		
81	Wellard Village #7 Heywood	Heywood Rd WELLARD	1494	388416	6429281	2015	T / G	passive			12453590002				To be transferred by developer
83	Honeywood Rise #1 Litoria	Litoria Dr WANDI	8103	392864	6437296	2015	T / V / G	ACTIVE							To be transferred by developer
84	Honeywood Rise #2 Windjana	Lyon Rd WANDI	8008	392876	6437075	2017	T / V / G	ACTIVE							To be transferred by developer
85	Honeywood Rise #3 Cordata	Cordata Ave WANDI	9038	392316	6436393	2015	T / V / G	passive							To be transferred by developer
86	Moonstone Park	Amber Link WELLARD	8005	391587	6429556	2017	T / V / G	ACTIVE			13697500004				To be transferred by developer
87	Providence #1 Orleans	Orleans Vista WELLARD	8003	390497	6429123	2013	T / V / G	passive							To be transferred by developer
88	Providence #2 Ipswich	Irasburg Pde WELLARD	8005	390981	6429355	2016	T / V / G	passive							To be transferred by developer
89	Cassia Glades #1	Hawkeswood Bvd KWINANA	9005	388380	6431141	2016	T / V / G	passive							To be transferred by developer
90	Glenworth Park	Glenworth Dr WELLARD	8000	392644	6429892	2017	T / V / G	passive			13697510010				To be transferred by developer
91	Cassia Rise	Amherst St PARMELIA	9003	390024	6431263	2017	V / G	passive							To be transferred by developer
92	Wellard Sunrise #3 (Aurora Park)	Indigo Bend WELLARD	517	391836	6429422	2018	T / V / G	passive			1584351001				To be transferred by developer
93	Kenby Chase	Kenby Chase WANDI	8033	392469	6436273	2018	T / G	passive							To be transferred by developer

General notes:

All data supplied by City of Kwinana and accepted in good faith by Groundwater Consulting Services. Application rate is rounded to the nearest 100kL/ha/annum

Purpose field definitions: T= turf, S=sports ground, V=verges, G=garden beds, F=fire control, D=industrial

Zone field definitions: ACTIVE - active recreation zone; passive - passive recreation zone; dry - no reticulation.

The City of Kwinana has replaced irrigation bores due to failure (typically sand pumping). The old bores were abandoned (backfilled with cement slurry and cuttings backfill) and capped. The replacement bore is given the same bore number and the same colloquial name as the original bore.

3. MANAGEMENT OBJECTIVES

Management Objectives

- Maintain the register of City of Kwinana bores.
- Continue to monitor water use and irrigation application rates and improve water use efficiency where possible.
- Maintain monitoring of the groundwater resource to identify any potential adverse impacts of abstraction and respond pro-actively to mitigate impacts.
- Understand nutrient concentrations in groundwater and review nutrient management practices if needed.
- Not increase abstraction within the coastal interface monitoring zone.

4. OPERATING RULES

Table 4.1 Operating Rules

Item	Comment
Conjunctive Use Rules if Appropriate	Not applicable. Groundwater from the superficial aquifer is the sole source of irrigation water supply for the parks, ovals, gardens, road verges, public open spaces and other facilities listed on the Groundwater Well Licences. Scheme water is only used at an area of about 115m ² of garden adjacent to a council building.
Schedule of Storage and Diversion Points	Refer to tables in <i>Section 2</i> . Most bores pump directly to the corresponding reticulated area. There are minor storages at: <ul style="list-style-type: none"> • Bore 42 Wandi Equestrian for fire-fighting and stock (horses) water • Bore 43 Mandogalup Fire Station for fire-fighting and an ablution block • Bore 44 Casuarina Fire Station for fire-fighting Water trucks are used for manual tree and revegetation watering, herbicide spraying, soil wetter application and roadworks. All water use from these bores is metered, and submeters are fitted to standpipes on bores 42 and 44.
Scheme Abstraction Strategy	Each bore pumps to a dedicated area of lawn, verge or gardens. The irrigation season is commenced and terminated based on an irrigation schedule which is modified for current climatic conditions and grass condition. Monthly water budgets are prepared for each irrigated area.
Anticipated Seasonal Pattern of Draw	Peak abstraction in period between November and May, related to evaporation demand and irrigation occurs between 9 am and 6 pm. It is a condition of the Groundwater Well Licences that: <i>"Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply: watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems."</i> and <i>"The licensee shall not use water for sprinkler irrigation between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting."</i>
Bore Operating Protocols	Most sites have a single, dedicated irrigation bore. Irrigation bores 2 and 3 (Thomas Oval North and Thomas Oval South) are operated together. Irrigation bores 61, 62 and 63 (Wellard Village #1, #2 and #3) are also operated together. Irrigation bores 71-73 (Honeywood), and 75 and 76, (Honeywood) operate together.

5. MONITORING

5.1 GROUNDWATER MONITORING PROGRAM

Table 5.1 Groundwater Monitoring Programme

Measuring of the Water Taken	
Description of meters installed	Bermad 900 series flowmeters are installed on the City of Kwinana's bores. Where a land developer has commissioned the system, other types of meters may have been fitted, however the implementation of the <i>Irrigation Development Guidelines (2014)</i> should standardise the use of the Bermad 900 series flowmeter.
Frequency of recording meter data	Monthly. The City of Kwinana has an established database for storage of flowmeter data and this will be maintained.
Meter maintenance / calibration schedule	The City of Kwinana monitors flowmeter usage and compared specific usage between the various reticulated areas. Divergence of recorded use from expected use is readily identified and where necessary, flowmeters are serviced and calibrated in the field. Field inspections include recording whether the flowmeter is operating at the time of the meter reading and are used to identify flowmeters for either calibration, if in relatively sound condition, or replacement for older meters near the end of the service life.
Emergency notification for meter failure	Department of Water and Environmental Regulation Telephone: 9550 4207 Quote the relevant Groundwater Well Licence number and the Department of Water and Environmental Regulation File Reference.
Aquifer Water Levels	
Bores in which water levels are to be monitored	About 20% of the irrigation bores have been selected for monitoring with a geographic spread and some focus on wetlands. Nominated bores are: Irrigation bores 2, 8, 10, 12, 14, 19, 24, 33, 39, 40, 42, 45, 58, 59, 60, 69, 80 (<i>refer to Figure 5</i>). Monitoring Bores MW6, WAM2s (<i>refer to Figure 5</i>). The water level measurement in irrigation bores should be taken after the bore has not been operated for several hours and the length of time the bore had been off at the time of measurement should be recorded if less than a few hours.
Frequency of water level monitoring	Irrigation bores Biannually (May and October). Note if there is a concern over water levels at a particular bore, more frequent monitoring may be implemented.
	Monitoring bores Every March, June, September and December (<i>Condition 4 Groundwater Well Licence 202605(1)</i>)
Water Quality Monitoring	
Baseline monitoring	Baseline groundwater samples collected from all new or replacement irrigation bores and submitted for major component analysis: <ul style="list-style-type: none"> - pH - Conductivity (uS/cm@25°C) - Total dissolved solids (dried @180°C) - Total hardness (as CaCO₃) - Total alkalinity (as CaCO₃) <ul style="list-style-type: none"> - Calcium Ca - Magnesium Mg - Sodium Na - Potassium K - Ammonia NH₄ - Iron Fe <ul style="list-style-type: none"> - Phosphate PO₄ - Carbonate CO₃ - Bicarbonate HCO₃ - Chloride Cl - Sulphate SO₄ - Nitrate NO₃
Bores in which salinity and nutrients are to be monitored	About 20% of the irrigation bores have been selected for monitoring concentrating on higher abstraction bores and providing a geographic spread with some focus on wetlands and coastal bores. Nominated bores for electrical conductivity monitoring are: Irrigation bores 2, 8, 10, 12, 14, 19, 24, 33, 39, 40, 42, 45, 58, 59, 60, 69, 71, 72, 80 (<i>refer to Figure 5</i>). (<i>Irrigation bores 71 and 72 will be sampled instead of monitoring bores MW6 and WAM2s</i>).
Salinity monitoring	Field electrical conductivity measurement of groundwater sample from nominated irrigation bores using hand-held electrical conductivity meter compensated to 25°C. Field electrical conductivity meter to be calibrated annually.
Frequency of salinity monitoring	Annually (October)
Nutrient monitoring	Sample suite to include pH, electrical conductivity, chloride, sulphate, total nitrogen and total phosphorus. Samples to be submitted to a NATA-registered laboratory for analysis.
Frequency of nutrient monitoring	Annually (October)
Review of Monitoring Data	
On-going internal review by City of Kwinana with support from a groundwater consultant if required.	

Notes: Wells Park Bore 45 is affected by offsite groundwater quality and site specific water quality management may be required.

6. CONTINGENCY PROGRAM

6.1 MANAGEMENT RESPONSES

Table 6.1 Management Responses to Impacts

Issue	Management Objectives	Measurement	Trigger Description	Internal Review Trigger Value (licensees)	Initial Management Response	Possible Future Management Response	Comments
Over-abstraction	Do not exceed licence allocation.	Monthly flowmeter readings and volume calculations.	Change in horticultural operations, transfer of irrigated areas from developer to City of Kwinana, very low rainfall year	Greater than expected cumulative groundwater use in the year.	The licensee will advise the Department of Water and Environmental Regulation before the allocation condition is likely to be breached. Keep a record of correspondence.	Reduce irrigation or use alternative water source.	Changes in hydro-zoning and seasonal rainfall conditions will affect groundwater use and the licensee will monitor cumulative groundwater use through the water year. The City of Kwinana agreed that major threats from climate change relevant to the City are 1) rising sea levels 2) reduced water availability and 3) temperature change (heat waves and bush risk) (City of Kwinana, 2018b).
Groundwater levels	Do not lower groundwater levels in designated trigger bores below set levels	Depth to water measurement in MW6 and WAM2s.	Groundwater level as mAHd.	MW6 < 20.26mAHd WAM2s < 18.45mAHd	Determine if groundwater level decline is due to abstraction by City of Kwinana.	Review groundwater levels with Department of Water and Environmental Regulation.	The developer has not provided bore construction details and groundwater level monitoring data to the City of Kwinana. Requirement for this trigger will be reviewed
Groundwater salinity	Maintain groundwater quality. Adversely affecting groundwater salinity through over-pumping will have an adverse impact on vegetation.	Electrical conductivity of groundwater from operating irrigation bores.	Field electrical conductivity compensated to 25 C.	Increasing trend to 25% greater than baseline, and over 1,000uS/cm.	Review groundwater electrical conductivity data. Investigate pattern of salinity.	Adjust pumping or irrigation rates to minimise further impact. Install additional irrigation bores to distribute abstraction.	Baseline October 2013 readings for thirteen bores across the City of Kwinana electrical conductivity ranged from 600uS/cm to 2,300uS/cm, median 920uS/cm.
	Do not mobilise seawater interface	Monthly abstraction	Increasing irrigation requirements within the seawater interface coastal management zone.	Greater than expected cumulative groundwater use in the year.	New irrigation areas to use alternative water supply.	-	Do not increase groundwater abstraction from three bores within the coastal seawater interface monitoring zone greater than current levels.
Nutrient export	Minimise nutrient export.	Nutrient concentration in groundwater sampled from superficial aquifer irrigation bores.	TN - total nitrogen TP - total phosphorus	[TN] > 10mg/L [TP] > 2mg/L	Repeat sampling. Investigate with the assistance of a turf specialist if required.	Installation of lysimeters and monitoring of leachate.	Baseline October 2013 readings for thirteen bores across the City of Kwinana: [TN] ranged from 0.2 to 8.6 mg/L (median 0.7mg/L) [TP] ranged from <0.05 to 0.68 mg/L (median 0.1mg/L)

Notes: Internal Review Trigger Value to identify any issue for review between City of Kwinana and groundwater consultant if required.
Specific triggers are nominated to draw attention to the situation for a further review, and the appropriate response would be guided by the review.

6.2 NON-COMPLIANCE CONTINGENCY PROGRAMME

Table 6.2 *Non-compliance Contingency Programme*

Category	Issue	Contingency Programme
Allocation Limit	Exceed	<p>The licensee maintains an allocation buffer for very low rainfall years, expansion of reticulated areas, or upgrading the level of irrigation at existing reticulated areas.</p> <p>The licensee will advise the Department of Water and Environmental Regulation before the allocation condition is likely to be breached.</p>
Water Supply	Bore failure	The licensee records operational data on the bores and pumping systems and trend monitoring will help identify some failure types ahead of time. A Form 1 will be submitted, requesting a Licence to Construct or Alter a Well, and the replacement bore will not be commenced until the licence is received, unless it is drilled under the emergency provision of the RIWI Act.
Abstraction measurement	Water meter failure	The licensee will advise the Department of Water and Environmental Regulation of a flowmeter failure and ameliorative action, including estimate of unmetered use, calibration results, and replacement details as appropriate at the next annual monitoring report.
Monitoring	Missed monthly reading	Undertake monitoring round immediately upon realising that scheduled monitoring has been missed.
Reporting	Water Year	1 July to 30 June, twelve months thereafter.
	Water use (metering) data	<p>Meter readings will be reported to the Department of Water and Environmental Regulation via the 'Water Online Metering Portal' within 30 days of the end of the relevant water year.</p> <p>Every 12 months the licensee shall provide to the Department of Water and Environmental Regulation a groundwater monitoring summary for the preceding water year by 31 October.</p>

7. ASSOCIATED MAPS

Table 7.1 Associated Maps

Appendix	Figure	Title	Features
A	1	Location Map	Topographic features, nearby towns, major roads, locations of major wetlands
	2	Site Layout	Aerial photograph of City of Kwinana, groundwater subarea boundaries, City of Kwinana bore locations, developer bore locations, Department of Water and Environmental Regulation regional monitoring bores locations, EPP wetland boundaries, areas under irrigation by City of Kwinana.
	3	Hydrogeology	In plan: surface geology, drawpoints from Water Resource Licensing database, groundwater subareas, coastal interface management zone. In cross section: units of the superficial formations along the northern boundary of the City of Kwinana.
	4 a to g	Bore locations	Location of City of Kwinana bores, developer bores and reticulated areas with aerial photographs, subarea boundaries, geomorphological wetlands, Department of Water and Environmental Regulation regional monitoring bores.
	5	Monitoring Programme	Location of City of Kwinana salinity monitoring bores and designated trigger water level bores. Also shown are the Department of Water and Environmental Regulation designated monitoring bores under the <i>Cockburn allocation plan for public review</i> (DWER, 2018a) and Ministerial criteria bores for the Jandakot Groundwater Area (DWER, 2019).
C	C-1, C-2	Site Photographs	Selected photographs of parks and bore infrastructure.

8. WATER USE EFFICIENCY

Table 8.1 Water Use Conservation/Efficiency Plan

Water use efficiency measures	Current
Installation of appropriate systems	The City of Kwinana has developed a <i>Sustainable Water Management Plan (2018 – 2023)</i> which covers both scheme water and groundwater use. The plan is scheduled for review midway through the plan cycle in the 2020/2021 water year. The City of Kwinana understands that there will be a reduction in both scheme and groundwater availability and the City will no longer enjoy easy access to cheap water. (City of Kwinana, 2018b). The <i>Sustainable Water Management Plan</i> sets two goals: <ul style="list-style-type: none"> - to reduce scheme water consumption by 5% on 2016/17 levels by 2023. - maintain groundwater abstraction at 2016/17 levels until 2023. The plan sets 26 actions within the Water Sensitive Cities Index to achieve the scheme water and groundwater goals.
	The City's 'Irrigation Development Guidelines 2014' is a comprehensive document outlining requirements for design, installation, maintenance and management of irrigation assets. Water conservation is a key aspect of the guideline. <i>The guidelines are under review which is likely to be completed in 2019. The review is unlikely to have further implications for groundwater resource management.</i>
	Irrigation asset and performance data has been progressively captured in recent years. The <i>Parks and Reserves Asset Management Plan 2019</i> and <i>Irrigation Hydrometer Management Plan 2014</i> outline irrigation component replacement projections, which subsequently inform the replacement schedule and support budget requests.
	The City of Kwinana periodically engages Sports Turf Technology to undertake irrigation audits, primarily on sports grounds, high use systems and systems with known or suspected deficiencies. This has resulted in identification and prioritisation of opportunities for efficiency improvement. The City of Kwinana undertakes its own internal irrigation audits.
Irrigation control	The SD Systems SDS-50 centralised irrigation controller has been specified as the sole preferred unit for all new and replacement controllers in the City's <i>Irrigation Development Guidelines</i> since January 2014. Fifty seven bores have been added to the centralized irrigation controller. The City of Kwinana has plans to progressively add the remaining 20 irrigation bores. Some systems inherited from developer prior to implementation of the Irrigation Development Guidelines cannot be currently connected to the system and are operated using a local automatic controller. Smaller reticulated areas with low levels of use are not prioritized for upgrading but will be considered at the time of major capital works on pumps, headworks or controller replacement.
	The City of Kwinana is progressively installing variable speed pumps in bores being replaced with new electrics to allow for more effective hydrozoning. The Developer Guidelines, Public Open Space Guidelines and Water Management Plan checklist will require developers to use variable speed bore pumps. Currently 23 irrigation bores have variable speed capability.
	Monthly budgeted irrigation schedules are now set at the start of each irrigation season and adjusted as required in response to fluctuations in evaporation demand. Short term rainfall events do not typically trigger changes to the irrigation system unless significant rainfall is recorded. Progression towards centralised irrigation control will further enhance the City's scheduling and rainfall triggered capabilities.
	There is no current plan to implement the use of soil moisture probes. Evapo-transpiration data is considered adequate for the City's current irrigation scheduling and adjustment capabilities.
Soil Types	Safety Bay Sand, Tamala Limestone (Spearwood Sand) and Bassendean Sand. At present there is no accommodation of different soil types in fertilizer applications. The City of Kwinana applies soil wetting agents across all reticulated areas.
Water accounting and loss control	Flowmeter readings are collected each month and compared against historical use, long term averages and projected budgets on a bore-by-bore and licence-by-licence basis. Any abnormalities are immediately investigated. Leaks are repaired within 24 hours of detection. Major leaks dictate that a system is shut-down and repaired prior to recommencement of pumping.
Land and crop management	The City of Kwinana fertilises all irrigated turf with an annual application of fertiliser at 200 kg/ha. This modest application rate does not warrant any particular cause for concern, nevertheless the importance of monitoring regional groundwater quality conditions is recognised. Since 2012, 13 bores have been actively monitored for nutrients, salinity and static water levels and this will increase to 19 bores from 2019.
Landscape efficiency	Due consideration is given to the approval and use of waterwise plant and tree species. The City has established an acceptable planting species list, primarily comprising of native and endemic species, which with both developers and internal projects must comply. Where possible, dry planting is undertaken to negate the need for irrigation at all. Where gardens are irrigated, the irrigation run times are progressively reduced to minimum requirements once plants have established. Street trees are only irrigated for the first 2-3 seasons.
Training	The small number of irrigation operators and typically long retention of City of Kwinana staff means that irrigation training is not currently formalised.

9. SUMMARY LIST OF COMMITMENTS

1. The operating strategy will be reviewed in 2024 or prior if deemed necessary by the City of Kwinana or the Department of Water and Environmental Regulation.
2. A database capturing the irrigation bore infrastructure and metering details will continue to be maintained.
3. The City of Kwinana will continue to apply for a *Licence to Construct or Alter a Well* whenever required. The City of Kwinana will pro-actively ensure that licensed allocation volumes are sufficient to accommodate the inclusion of new bores.
4. The City of Kwinana has a well-established process for capturing bores that are relinquished by property developers into both the City's database systems and within the licensing system administered by the Department of Water and Environmental Regulation, and this will be maintained.
5. Management of irrigation water use through hydro-zoning, infrastructure upgrades and regular review of application rates to manage areas of higher water use, prioritised by both application rates and total area or water use, will be continued. Infrastructure upgrades are subject to budget availability.
6. Significant improvements to water use efficiency will be maintained however opportunities to further reduce specific irrigation rates are limited.
7. The groundwater monitoring programme outlined in *Section 5* and summarised below will be maintained. Baseline samples will be required for some new bores in the coming water year unless the developer has completed baseline sampling at an appropriate standard.

Parameter	Bore	Frequency	Time
Baseline Quality	New and Replacement bores	Once-off	A baseline groundwater sample is to be collected from all production and monitoring bores and submitted to a NATA-registered laboratory for analysis of major ions, physico-chemical parameters and nutrients including: Electrical conductivity, Total Dissolved Solids, pH, total iron, Na, Ca, K, Mg, Cl, NO ₃ , SO ₄ , HCO ₃ , CO ₃ , NH ₃ , PO ₄ alkalinity, hardness, TN, TKN, TP
Flowmeter Readings	All bores	Monthly	As close to the start of the month as practicable.
Groundwater Levels	<u>Irrigation bores</u> 2, 8, 10, 12, 14, 19, 24, 33, 39, 40, 42, 45, 58, 59, 60, 69, 80	Biannually	May and October
	Monitoring Bores WAM2s, MW6	Quarterly	March, June, September and December
Field Groundwater Salinity	<u>Irrigation bores</u> 2, 8, 10, 12, 14, 19, 24, 33, 39, 40, 42, 45, 58, 59, 60, 69, 71, 72, 80	Biannually	May and October Use temperature-compensated field electrical conductivity meter. Calibrate electrical conductivity meter prior to each monitoring event.
Groundwater Quality	Bores 2, 8, 10, 12, 14, 19, 24, 33, 39, 40, 42, 45 and 58.	Annually	October. Sample suite to include: pH, electrical conductivity, chloride, sulphate, total nitrogen and total phosphorus. Samples to be submitted to a NATA-registered laboratory for analysis.

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On behalf of Groundwater Consulting Services Pty Ltd,

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a small upward curve.

Sam Burton
Director.

10. REFERENCES

- City of Kwinana, 2019
Irrigation Development Guidelines 2019. City of Kwinana.
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- Groundwater Consulting Services, 2014
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11. LIMITATIONS

Groundwater Consulting Services Pty Ltd has prepared this report for City of Kwinana in accordance with generally accepted consulting practice. The specific conditions of the contract and subsequent communications have had a bearing on the depth and breadth of the project and on the confidence in the findings. When client constraints, whether express or implied, have limited the scope of work, a lower than normal confidence may occur.

The confidence in the ability of a groundwater resource to support a nominated withdrawal of groundwater is subject to spatial and temporal variations in the aquifers, climate and land use that may not be known or predictable. Conservative assumptions will have been used wherever possible, however, estimates of bore yield or predicted impacts of pumping can be incorrect, especially where conditions on which predictions were made have been changed. Groundwater Consulting Services Pty Ltd's predictions are made on the basis that Groundwater Consulting Services Pty Ltd will be contracted to undertake regular reviews of operational data that may lead to groundwater availability or quality predictions being re-estimated.

Groundwater Consulting Services Pty Ltd does not provide advice on crop water requirements, irrigation schedules, irrigation system design and other non-groundwater related areas. Groundwater Consulting Services Pty Ltd's advice on bore placement and operation must be considered by the proponent with reference to expert advice from other disciplines.

The project for which Groundwater Consulting Services Pty Ltd was contracted was undertaken for the client and its consulting advisors, and for review by regulatory agencies. The report should not be used by other parties without the consent of Groundwater Consulting Services Pty Ltd due to the potential for misunderstandings to occur.

12. APPENDICES

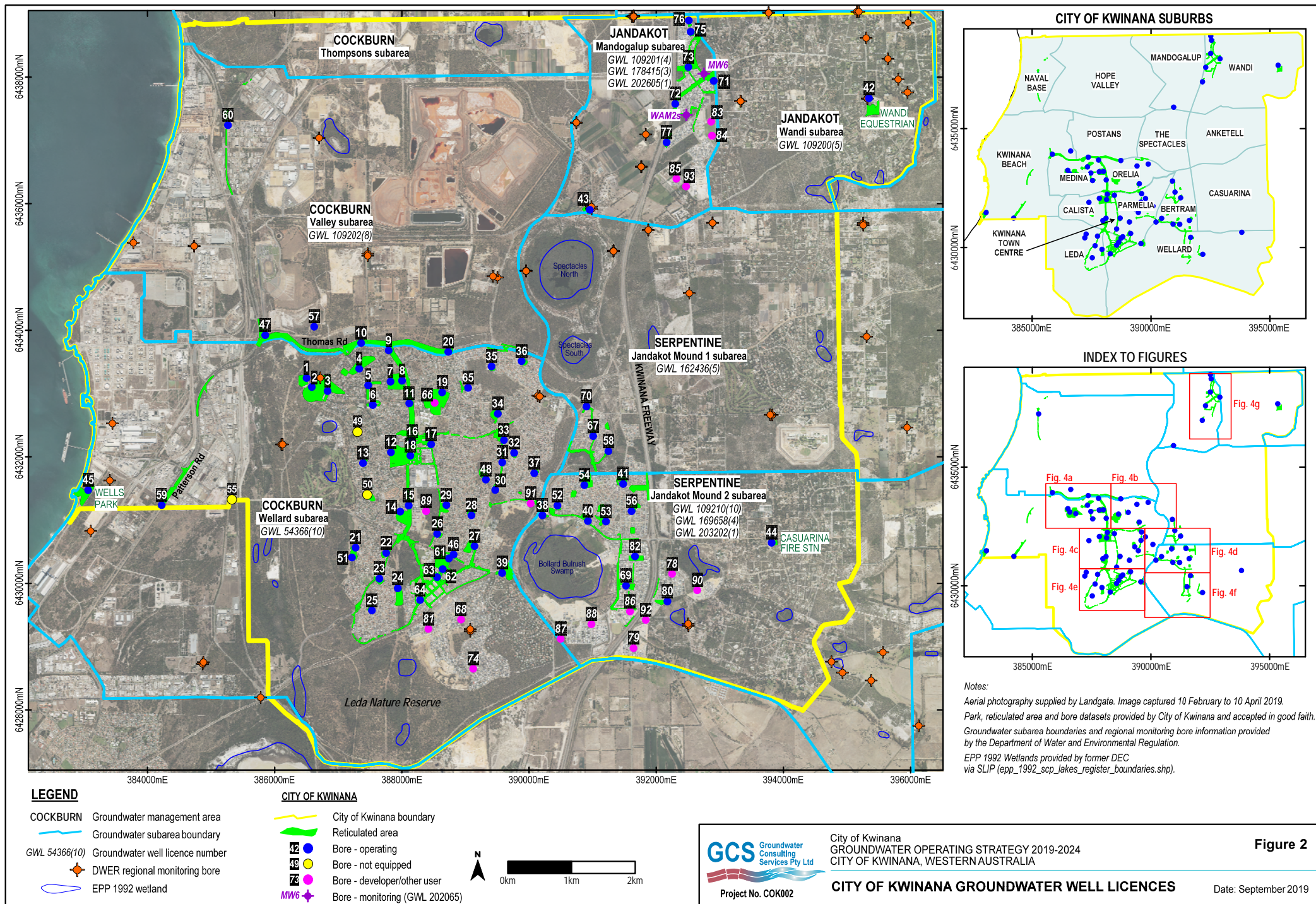
Appendix A – Figures

Appendix B – Groundwater Well Licences

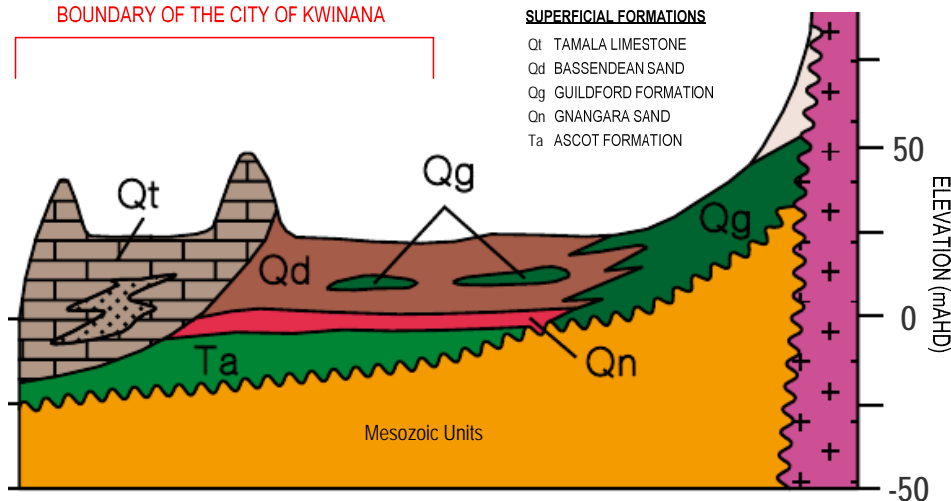
Appendix C – Site Photographs

Appendix A

Figures



CROSS-SECTION ALONG NORTHERN BOUNDARY OF THE CITY OF KWINANA



LEGEND

- Groundwater subarea boundary
- JM48 Department of Water and Environmental Regulation regional monitoring bore
- EPP 1992 wetland

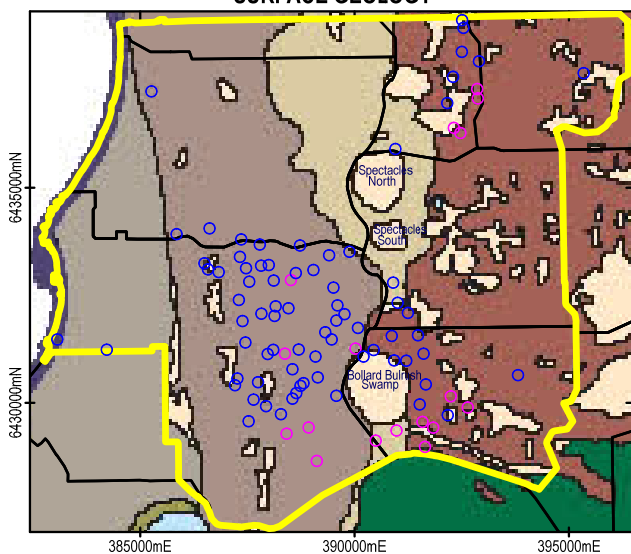
CITY OF KWINANA

- City of Kwinana boundary
- Bore - operating
- Bore - other user/developer

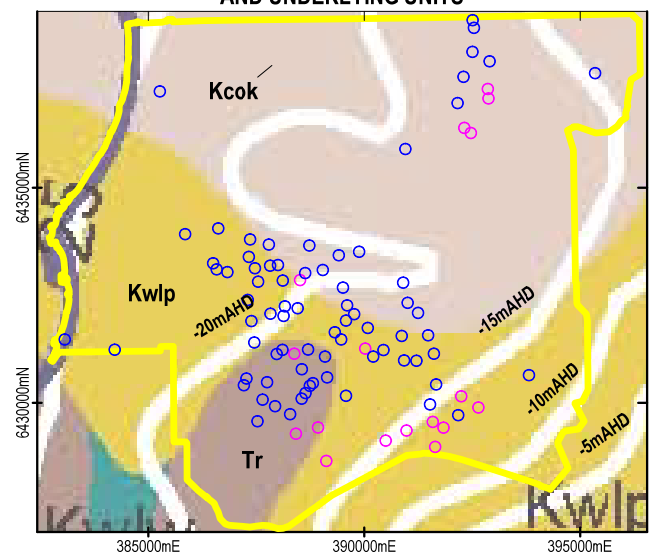
References:

Geology maps and crosssection from Davidson & Yu (2008).
Groundwater contours are minima provided by Department of Water in 2014 via GIS Services.
Seawater interface coastal management zone digitised by Groundwater Consulting Services from DWER (2018b).
Drawpoints basemap from the Department of Water and Environmental Regulation's online Water Register (maps.water.wa.gov.au) and georeferenced by Groundwater Consulting Services.

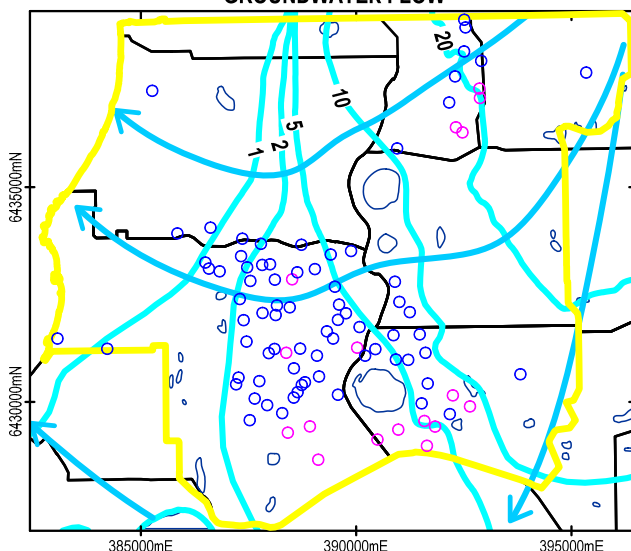
SURFACE GEOLOGY



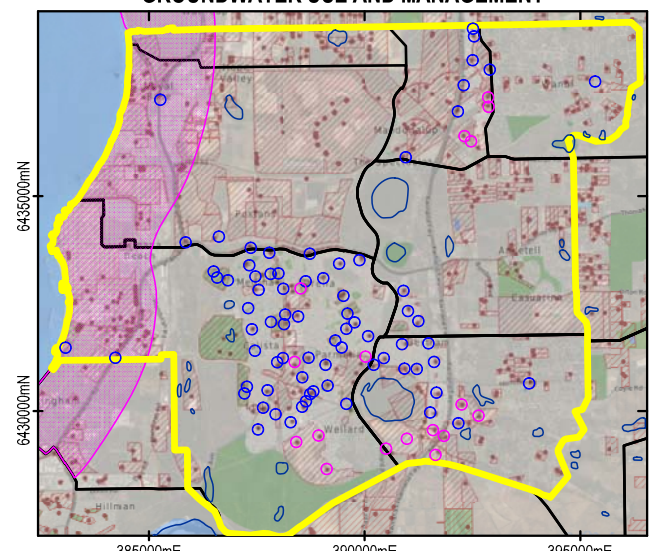
BASE ELEVATION OF SUPERFICIAL FORMATIONS AND UNDERLYING UNITS



GROUNDWATER FLOW



GROUNDWATER USE AND MANAGEMENT



SURFACE GEOLOGY

- Safety Bay Sand
- Tamala Limestone predominantly calcarenite
- Tamala Limestone aeolian calcarenite
- Bassendean Sand
- Swamp deposits
- Guildford Formation

UNITS UNDERLYING SUPERFICIAL FORMATIONS

- Tr Rockingham Sand
- Kcok Kardinya Shale
- Kwlp Pinjar Member
- Kwim Wanneroo Member

GROUNDWATER FLOW SUPERFICIAL AQUIFER

- 20 Groundwater contour (mAHd)
- Groundwater flow direction

COCKBURN SUBAREA SEAWATER INTERFACE COASTAL MANAGEMENT ZONE

- 0 to 2km coastal interface management zone

WATER REGISTER

- Licensed drawpoint and property, predominantly superficial aquifer.

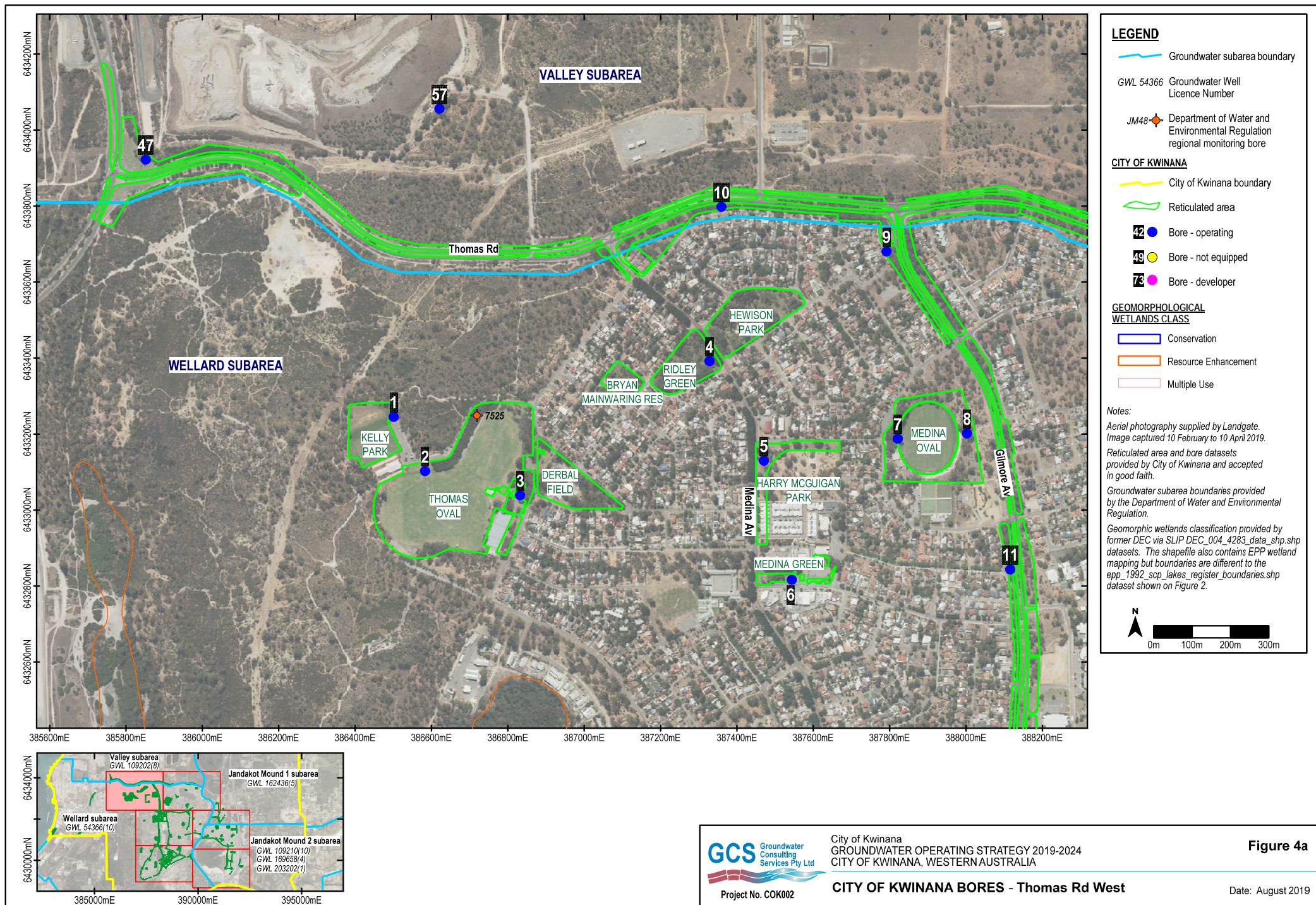
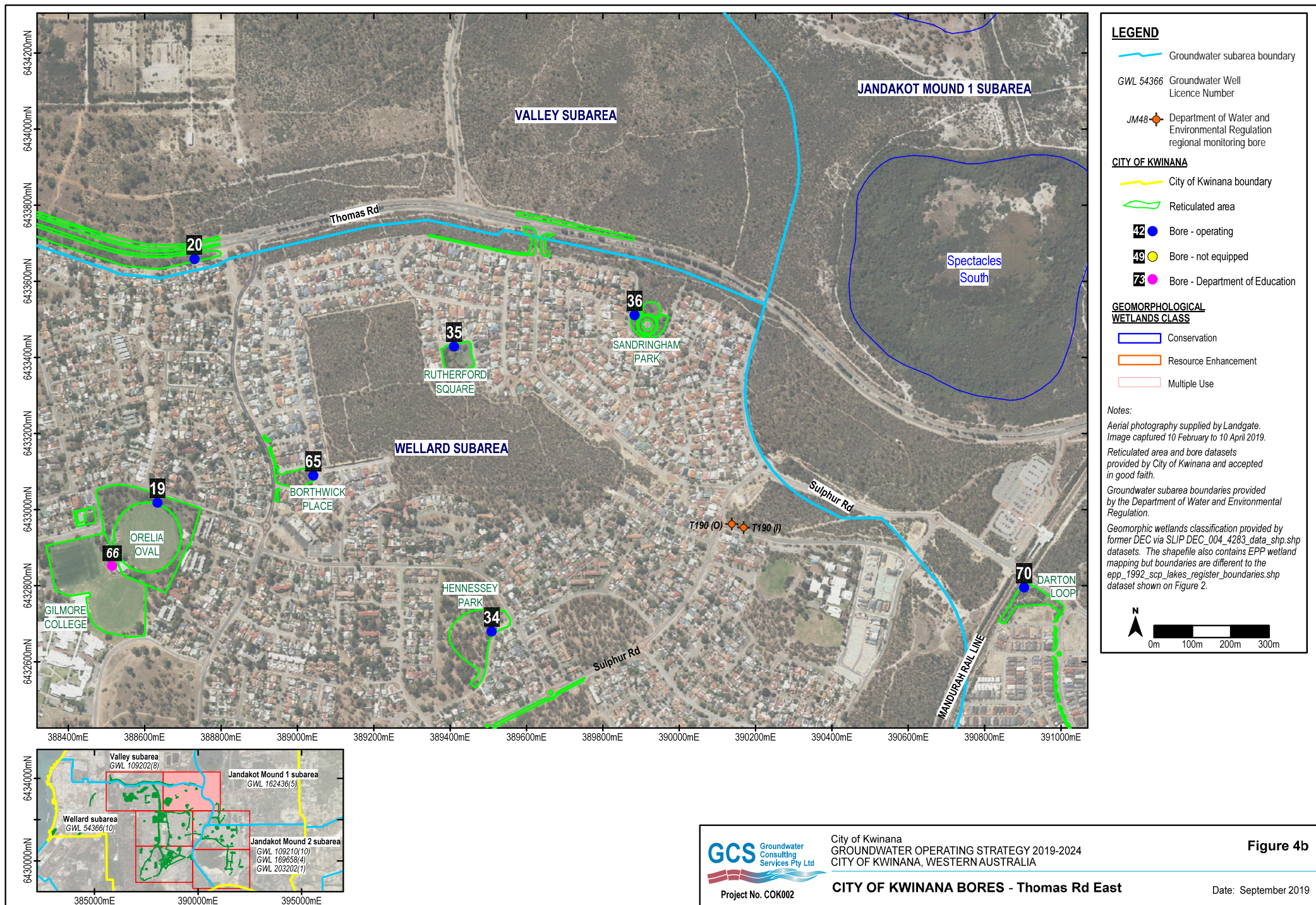
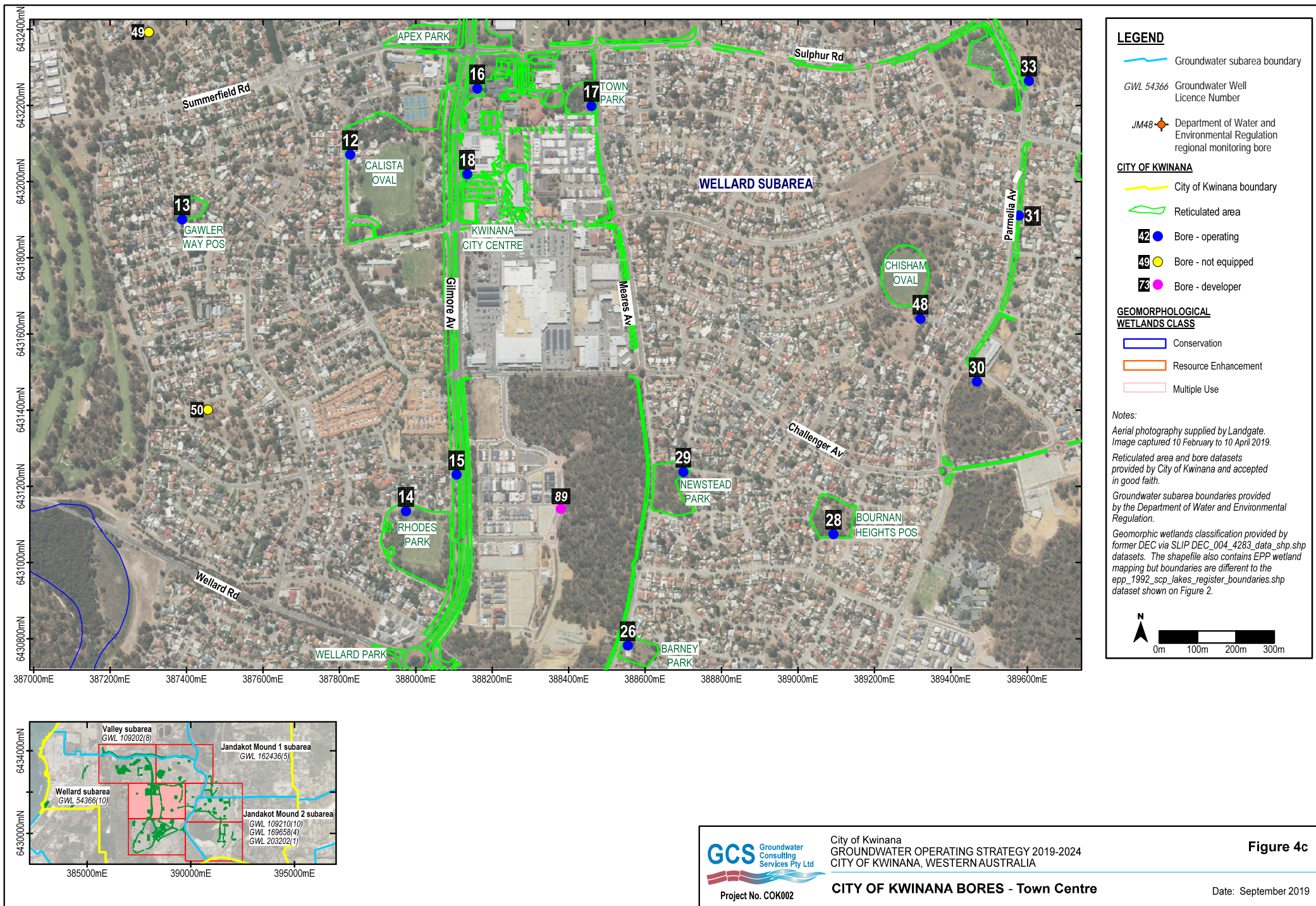
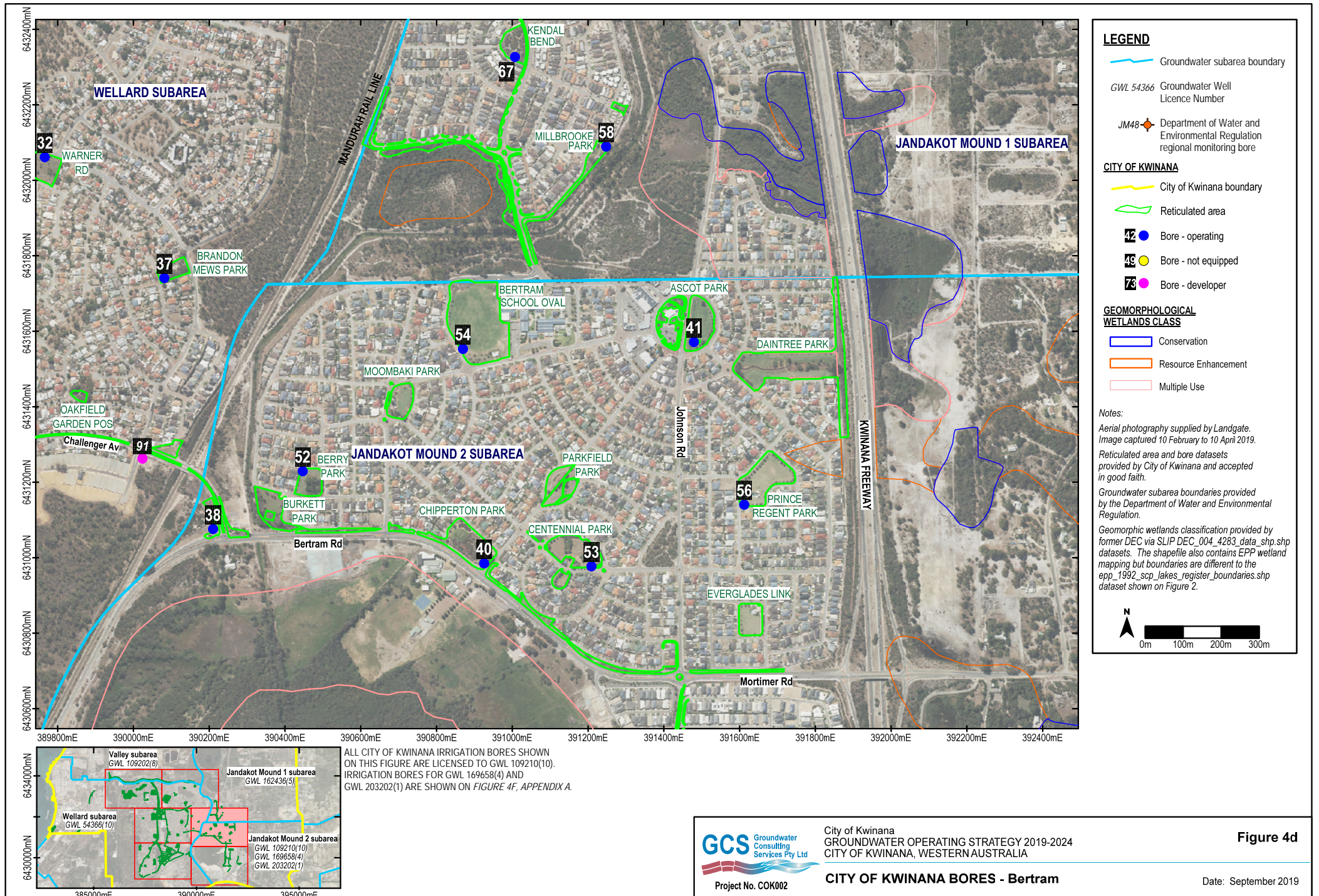
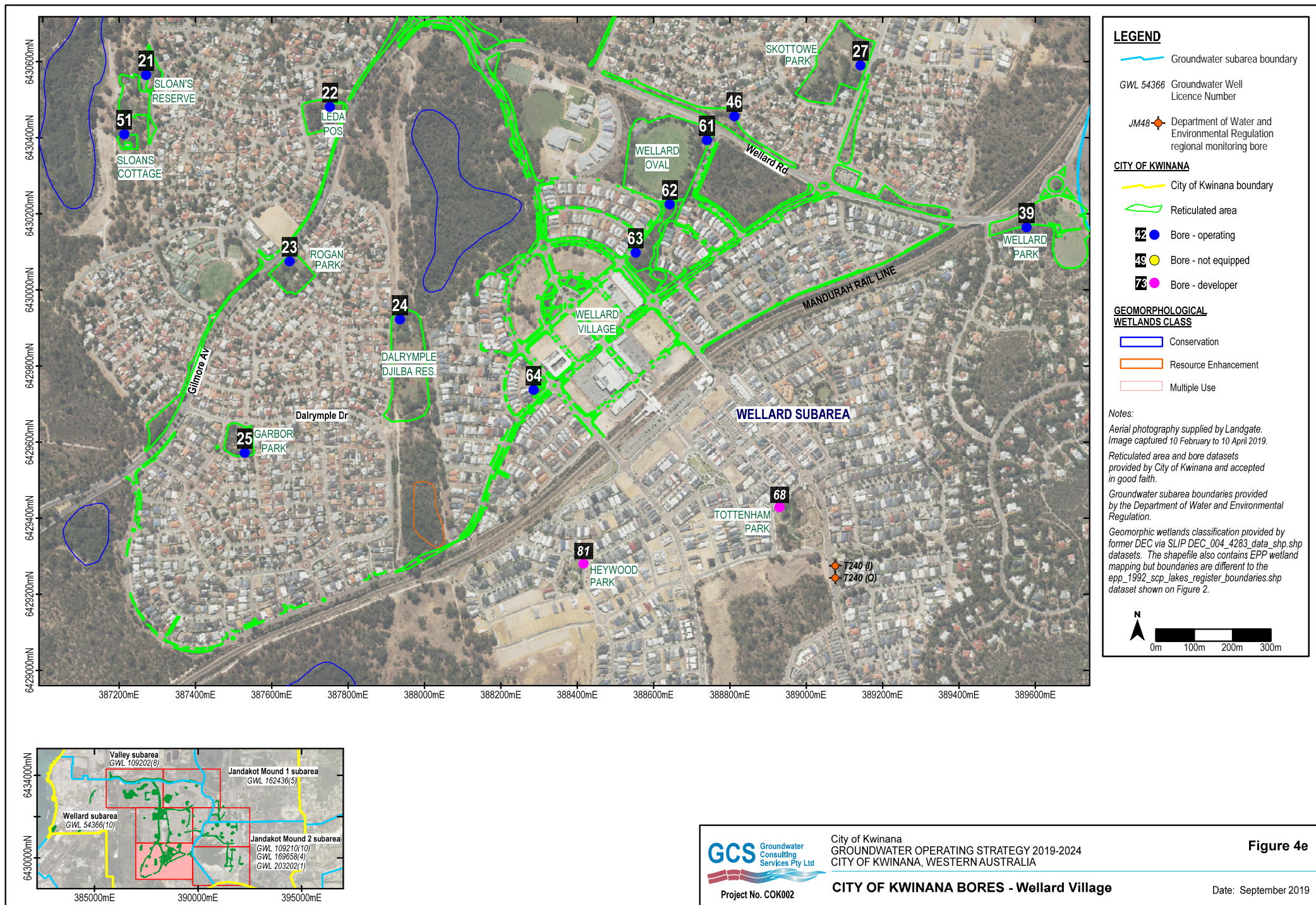


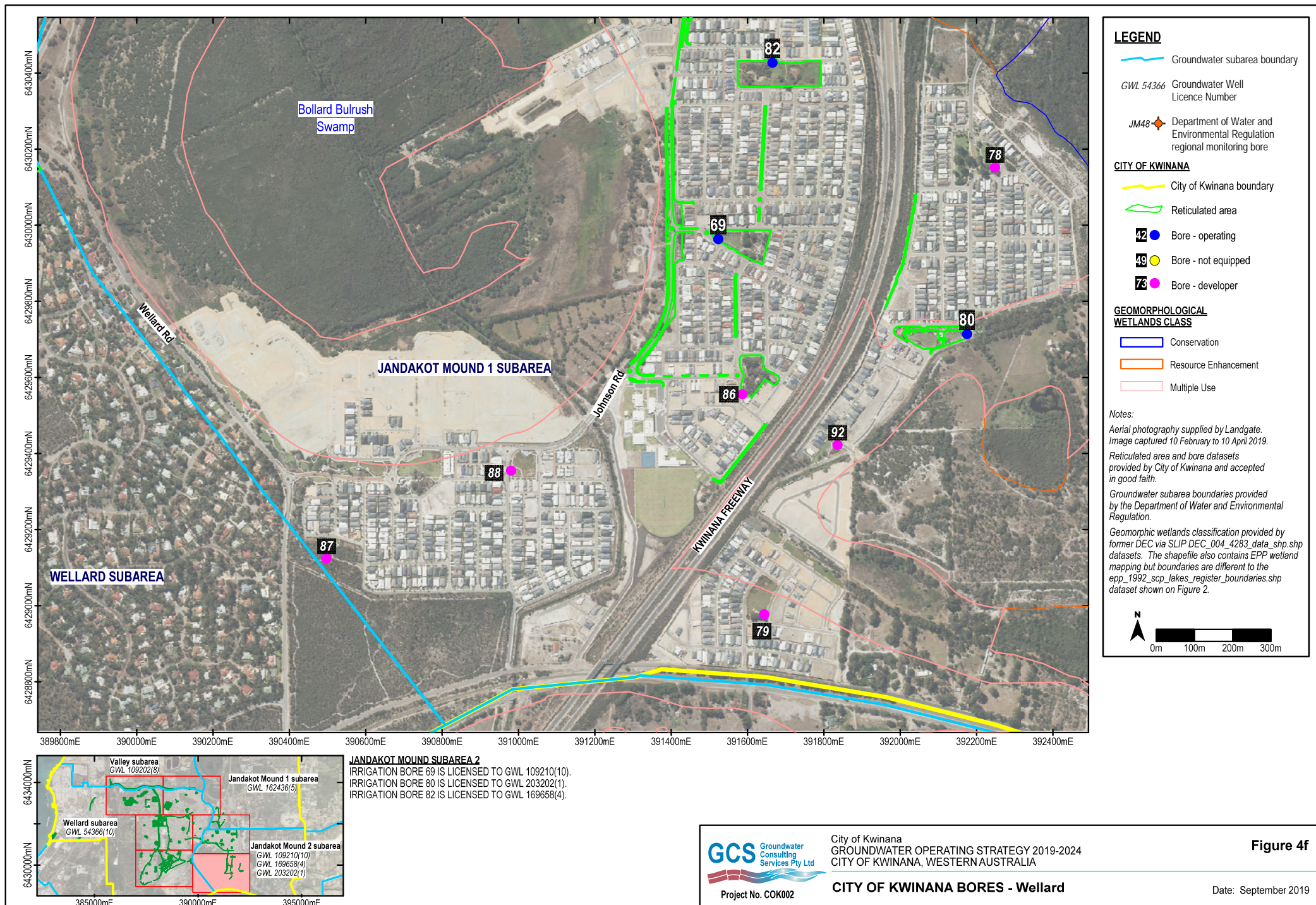
Figure 4a

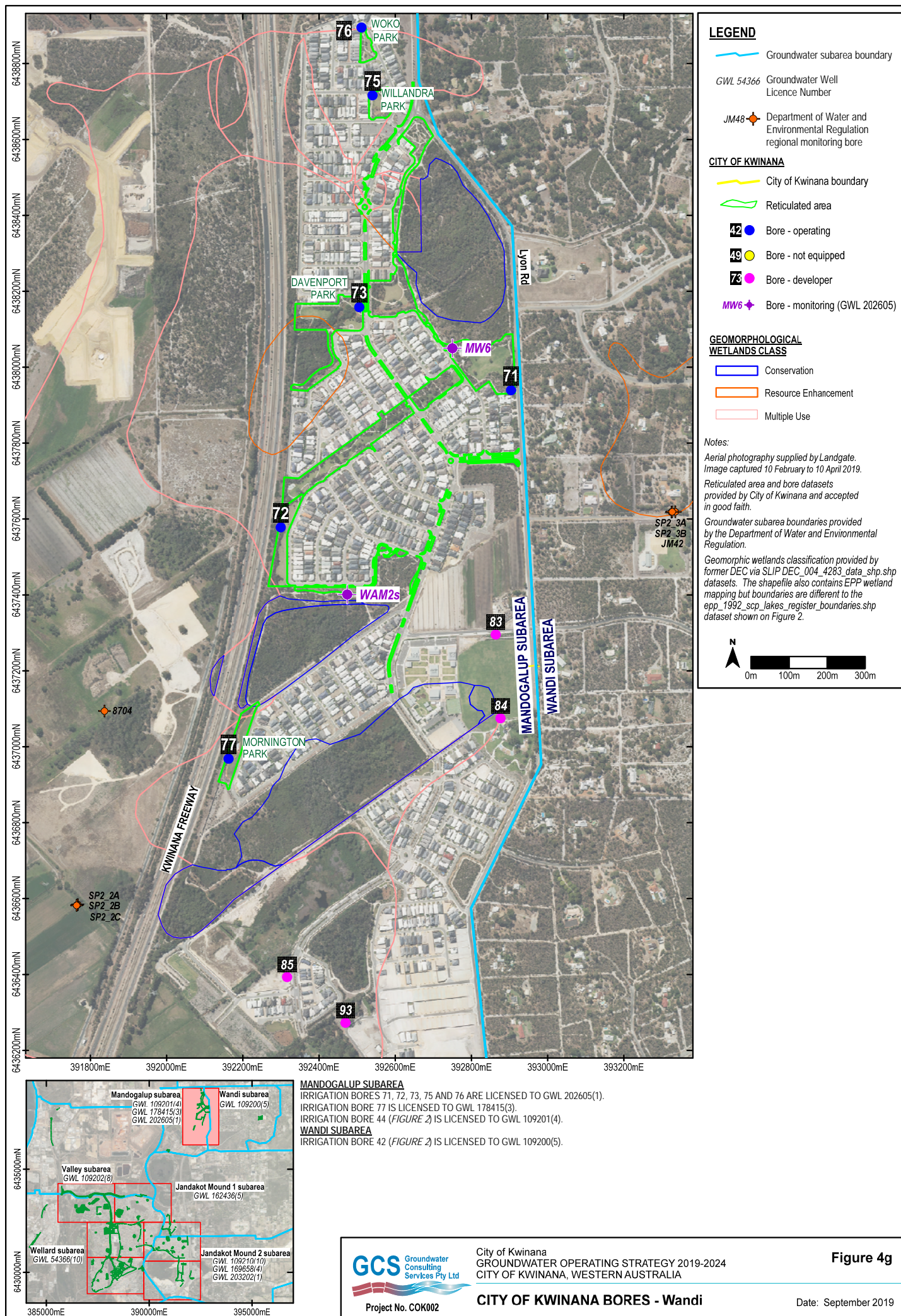


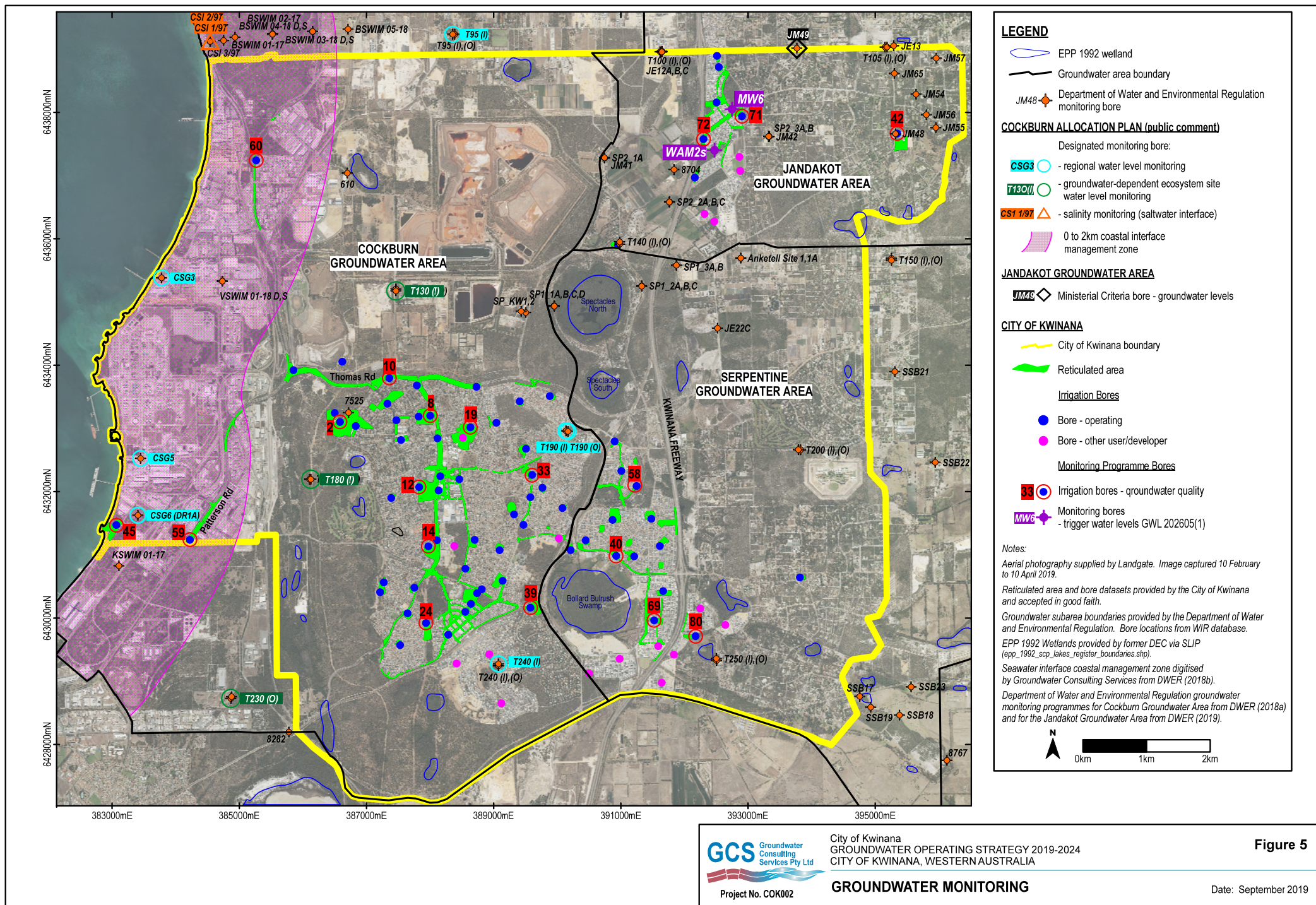












Appendix B

Groundwater Well Licences



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Cockburn Perth - Superficial Swan	Annual Water Entitlement	796270 kL
Location of Water Source	<p>Lot 268 on Plan 16340 - Lot 268 Parmelia Ave, Parmelia - Skottowe Park</p> <p>Lot 1403 On Plan 20986 - Volume/Folio Lr3086/978 - Lot 1403 Nottingham Pwy Orelia - Sandringham Gardens</p> <p>Lot 336 On Plan 18988 - Volume/Folio Lr3103/274 - Lot 336 Prockter Gdns Leda - Rogan Park</p> <p>Parmelia - Road Reserve Parmelia Avenue (Parmelia Avenue Pump 2)</p> <p>Orelia - Road Reserve Corner Thomas Road And Gilmore Avenue (Gilmore Ave Pump 1)</p> <p>Medina - Medina - Corner Gilmore Avenue And Kirkus Road (Gilmore Avenue Pump 2)</p> <p>Calista - Gilmore Avenue Road Verges From Sulphur Road To Wellard Road (Gilmore Avenue Pump 3)</p> <p>Crown Reserve 40380 - Lot 249 Barney Ct Parmelia - Barney Court Reserve - Barney Park</p> <p>Crown Reserve 24575 - Lot 1836 Kwinana Beach Rd Kwinana Beach - Wells Park</p> <p>Lot M1084 On Plan 216209 - Volume/Folio Lr3015/613 - Lot M1084 Tucker St Medina - Thomas Oval</p> <p>Lot 477 On Plan 23867 - Volume/Folio Lr3122/59 - Lot 477 Rutherford Sq Orelia - Rutherford Park</p> <p>Lot 362 On Plan 219078 - Volume/Folio Lr3005/153 - Lot 362 Leda - Dalrymple Park</p> <p>Crown Reserve 30736 - Lot 757 Gellibrand Rd Orelia - Hennessy Park</p> <p>Lot 363 On Plan 20564 - Volume/Folio Lr3103/291 - Lot 363 Dalrymple Dr Leda - Gabor Park</p> <p>Lot 355 On Plan 17016 - Volume/Folio Lr3105/925 - Lot 355 Brignell Gdns Parmelia - Warner Road Sump</p> <p>Lot 392 On Plan 19685 - Volume/Folio Lr3112/773 - Lot 392 Warner Rd Parmelia - Brandon Mews</p> <p>Lot 208 On Plan 45190 - Volume/Folio Lr3136/802 - Lot 208 Cliveden Av Wellard</p> <p>Lot 159 On Plan 45190 - Volume/Folio Lr3136/801 - Lot 159 Lambeth Cir Wellard</p> <p>Lot 418 On Plan 49476 - Volume/Folio Lr3138/388 - Lot 418 Lambeth Cir Wellard</p> <p>Lot 8001 On Plan 54886 - Volume/Folio Lr3142/191 - Lot 8001 Orelia - Borthwick Park</p> <p>Lot 4 On Plan 34151 - Volume/Folio 2615/985 - Lot 4 Hutchins Cove Kwinana Town Centre</p> <p>Lot E23 On Plan 10034 - Volume/Folio Lr3015/527 - Lot E23 Parmelia - Parmelia / Sulphur Rd Verge</p> <p>Lot 1006 On Diagram 77329 - Volume/Folio 1870/368 - Lot 1006 Sloan Dr Leda</p> <p>Lot 299 On Diagram 77329 - Volume/Folio Lr3088/211 - Lot 299 Leda - Sloan Pos</p> <p>Lot C187 On Plan 206210 - Volume/Folio Lr3015/339 - Lot C187 Calista - Gawler Way Pos</p> <p>Lot C414 On Plan 174425 - Volume/Folio Lr3015/388 - Lot C414 Walgreen Cr Calista - Calista Oval And Surrounds</p> <p>Lot 265 On Plan 16343 - Volume/Folio Lr3015/144 - Lot 265 Parmelia - Bournan Heights Pos</p>		

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Lot 1876 On Plan 218082 - Volume/Folio Lr3051/99 - Lot 1876 Wellard Rd Leda - Sloan Cottage Grounds
 Rockingham Road Median strip - Cnr Office Road
 Lot 489 On Plan 27047 - Volume/Folio Lr3140/143 - Lot 489 Parmelia Av Parmelia - Sutherland Rd
 Lot 309 On Plan 217955 - Volume/Folio Lr3096/362 - Lot 309 Medina
 Lot 309 On Plan 217955 - Volume/Folio Lr3096/362 - Lot 309 Medina - Medina Centre
 Lot 6 On Plan 34151 - Lot 6 Peel Ct Kwinana Town Centre
 Lot 3 On Plan 34151 - Volume/Folio 2615/984 - Lot 3 Hutchins Cove Kwinana Town Centre - Admin Building Grounds
 Lot 501 On Plan 62328 - Volume/Folio Lr3156/776 - Lot 501 Orelia - Orelia Oval And Surrounds
 Lot M39 On Plan 206092 - Volume/Folio Lr3154/826 - Lot M39 Medina - Hewison Park (Ridley Green) And Brian Mainwaring Park
 Lot 246 On Plan 15882 - Volume/Folio Lr3144/635 - Lot 246 Wellard
 Lot E33 On Plan 10736 - Volume/Folio Lr3154/905 - Lot E33 Parmelia - Chisham Oval
 Lot E30 On Plan 12928 - Volume/Folio Lr3154/494 - Lot E30 Parmelia - Newstead Park
 Lot M696 On Plan 206127 - Volume/Folio Lr3154/835 - Lot M696 Medina - Harry McGuigan Park Verge
 Lot 252 On Plan 16179 - Volume/Folio Lr3140/22 - Lot 252 Parmelia - Wellard Rd Verge
 Lot 300 On Plan 210694 - Volume/Folio Lr3154/838 - Lot 300 Calista - Rhodes Park And Surrounds
 Lot 505 On Plan 61852 - Volume/Folio Lr3155/337 - Lot 505 Gilmore Av Medina - Medina Oval
 Lot 3000 On Plan 49476 - Volume/Folio Lr3138/389 - Lot 3000 Wellard

Authorised Activities	Taking of water for	Location of Activity
	Irrigation of up to 6.5 ha of public open space	Calista - Gilmore Avenue Road Verges From Sulphur Road To Wellard Road (Gilmore Avenue Pump 3)
	Irrigation of up to 3.5 ha of public open space	Crown Reserve 24575 - Lot 1836 Kwinana Beach Rd Kwinana Beach - Wells Park
	Irrigation of up to 0.4 ha of public open space	Crown Reserve 30736 - Lot 757 Gellibrand Rd Orelia - Hennessy Park
	Irrigation of up to 0.88 ha of landscaped gardens	Crown Reserve 40380 - Lot 249 Barney Ct Parmelia - Barney Court Reserve - Barney Park
	Irrigation of up to 1.14 ha of public open space	Lot 1006 On Diagram 77329 - Volume/Folio 1870/368 - Lot 1006 Sloan Dr Leda Lot 299 On Diagram 77329 - Volume/Folio Lr3088/211 - Lot 299 Leda - Sloan Pos

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Irrigation of up to 1.1 ha of public open space	Lot 1403 On Plan 20986 - Volume/Folio Lr3086/978 - Lot 1403 Nottingham Pwy Orelia - Sandringham Gardens
Irrigation of up to 0.11 ha of public open space	Lot 159 On Plan 45190 - Volume/Folio Lr3136/801 - Lot 159 Lambeth Cir Wellard
Irrigation of up to 1.75 ha of public open space	Lot 1876 On Plan 218082 - Volume/Folio Lr3051/99 - Lot 1876 Wellard Rd Leda - Sloan Cottage Grounds
Irrigation of up to 4.2 ha of public open space	Lot 208 On Plan 45190 - Volume/Folio Lr3136/802 - Lot 208 Cliveden Av Wellard
Irrigation of up to 3.5 ha of public open space	Lot 246 On Plan 15882 - Volume/Folio Lr3144/635 - Lot 246 Wellard
Irrigation of up to 1.5 ha of public open space	Lot 252 On Plan 16179 - Volume/Folio Lr3140/22 - Lot 252 Parmelia - Wellard Rd Verge
Irrigation of up to 1.2 ha of public open space	Lot 265 On Plan 16343 - Volume/Folio Lr3015/144 - Lot 265 Parmelia - Bournan Heights Pos
Irrigation of up to 2.88 ha of recreation areas	Lot 268 on Plan 16340 - Lot 268 Parmelia Ave, Parmelia - Skottowe Park
Irrigation of up to 2.4 ha of public open space	Lot 3 On Plan 34151 - Volume/Folio 2615/984 - Lot 3 Hutchins Cove Kwinana Town Centre - Admin Building Grounds
Irrigation of up to 2.95 ha of public open space	Lot 300 On Plan 210694 - Volume/Folio Lr3154/838 - Lot 300 Calista - Rhodes Park And Surrounds
Irrigation of up to 0.15 ha of public open space	Lot 3000 On Plan 49476 - Volume/Folio Lr3138/389 - Lot 3000 Wellard
Irrigation of up to 0.43 ha of road verge	Lot 309 On Plan 217955 - Volume/Folio Lr3096/362 - Lot 309 Medina Lot 309 On Plan 217955 - Volume/Folio Lr3096/362 - Lot 309 Medina - Medina Centre
Irrigation of up to 1.18 ha of	Lot 336 On Plan 18988 - Volume/Folio Lr3103/274 -



LICENCE TO TAKE WATER

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recreation areas	Lot 336 Prockter Gdns Leda - Rogan Park
Irrigation of up to 0.5 ha of public open space	Lot 355 On Plan 17016 - Volume/Folio Lr3105/925 - Lot 355 Brignell Gdns Parmelia - Warner Road Sump
Irrigation of up to 2.5 ha of public open space	Lot 362 On Plan 219078 - Volume/Folio Lr3005/153 - Lot 362 Leda - Dalrymple Park
Irrigation of up to 1 ha of public open space	Lot 363 On Plan 20564 - Volume/Folio Lr3103/291 - Lot 363 Dalrymple Dr Leda - Gabor Park
Irrigation of up to 0.2 ha of public open space	Lot 392 On Plan 19685 - Volume/Folio Lr3112/773 - Lot 392 Warner Rd Parmelia - Brandon Mews
Irrigation of up to 3.5 ha of public open space	Lot 4 On Plan 34151 - Volume/Folio 2615/985 - Lot 4 Hutchins Cove Kwinana Town Centre
Irrigation of up to 2.2 ha of public open space	Lot 418 On Plan 49476 - Volume/Folio Lr3138/388 - Lot 418 Lambeth Cir Wellard
Irrigation of up to 1 ha of public open space	Lot 477 On Plan 23867 - Volume/Folio Lr3122/59 - Lot 477 Rutherford Sq Orelia - Rutherford Park
Irrigation of up to 1.5 ha of public open space	Lot 489 On Plan 27047 - Volume/Folio Lr3140/143 - Lot 489 Parmelia Av Parmelia - Sutherland Rd
Irrigation of up to 4.8 ha of recreation areas	Lot 501 On Plan 62328 - Volume/Folio Lr3156/776 - Lot 501 Orelia - Orelia Oval And Surrounds
Irrigation of up to 4.54 ha of recreation areas	Lot 505 On Plan 61852 - Volume/Folio Lr3155/337 - Lot 505 Gilmore Av Medina - Medina Oval
Irrigation of up to 1 ha of recreation areas Water requirements to maintain pool and lake levels	Lot 6 On Plan 34151 - Lot 6 Peel Ct Kwinana Town Centre
Irrigation of up to 0.42 ha of public open space	Lot 8001 On Plan 54886 - Volume/Folio Lr3142/191 - Lot 8001 Orelia - Borthwick Park

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LICENCE TO TAKE WATER

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	Irrigation of up to 0.4 ha of public open space	Lot C187 On Plan 206210 - Volume/Folio Lr3015/339 - Lot C187 Calista - Gawler Way Pos
	Irrigation of up to 4.9ha ovals and playing fields	Lot C414 On Plan 174425 - Volume/Folio Lr3015/388 - Lot C414 Walgreen Cr Calista - Calista Oval And Surrounds
	Irrigation of up to 1.8 ha of public open space	Lot E23 On Plan 10034 - Volume/Folio Lr3015/527 - Lot E23 Parmelia - Parmelia / Sulphur Rd Verge
	Irrigation of up to 1.6 ha of public open space	Lot E30 On Plan 12928 - Volume/Folio Lr3154/494 - Lot E30 Parmelia - Newstead Park
	Irrigation of up to 2.8 ha of public open space	Lot E33 On Plan 10736 - Volume/Folio Lr3154/905 - Lot E33 Parmelia - Chisham Oval
	Irrigation of up to 14 ha of public open space	Lot M1084 On Plan 216209 - Volume/Folio Lr3015/613 - Lot M1084 Tucker St Medina - Thomas Oval
	Irrigation of up to 5 ha of recreation areas	Lot M39 On Plan 206092 - Volume/Folio Lr3154/826 - Lot M39 Medina - Hewison Park (Ridley Green) And Brian Mainwaring Park
	Irrigation of up to 1 ha of public open space	Lot M696 On Plan 206127 - Volume/Folio Lr3154/835 - Lot M696 Medina - Harry Mcguigan Park Verge
	Irrigation of up to 3 ha of landscaped gardens	Medina - Medina - Corner Gilmore Avenue And Kirkus Road (Gilmore Avenue Pump 2)
	Irrigation of up to 6 ha of landscaped gardens	Orelia - Road Reserve Corner Thomas Road And Gilmore Avenue (Gilmore Ave Pump 1)
	Irrigation of up to 0.5 ha of public open space	Parmelia - Road Reserve Parmelia Avenue (Parmelia Avenue Pump 2)
	Irrigation of up to 1.8 ha of road verge	Rockingham Road Median strip - Cnr Office Road
Duration of Licence	From 23 October 2013 to 21 June 2020	

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

- 1 The licensee shall not use water for irrigation of lawns, gardens and public open space, recreation areas or road verges between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
- 2 Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
- 3 The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
- 4 The annual water year for water taken under this licence is defined as 1 July to June 30 twelve months later.
- 5 The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
- 6 The licensee must take and record the reading from each meter required under this licence, at the end of each month.
- 7 The licensee must submit to the Department of Water the recorded meter readings and the volume of water taken within the water year, every 12 month(s) commencing 14/07/2014.
- 8 The licensee must notify the Department of Water in writing of any water meter malfunction within seven days of the malfunction being noticed.
- 9 The licensee must obtain authorisation from the Department of Water before removing, replacing or interfering with any meter required under this licence.
- 10 The licensee shall comply with the commitments of the operating strategy Irrigation Supply - Town of Kwinana, Western Australia, as prepared by Groundwater Consulting Services Pty Ltd and approved by the Department of Water on 16 November 2011 including any modifications to the commitments as approved during the term of the licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Jandakot Perth - Superficial Swan	Annual Water Entitlement	23500 kL
Location of Water Source	Crown Reserve 36759 - Lot 1333 De Haer Rd Wandi		
Authorised Activities	Taking of water for	Location of Activity	
	Domestic use	Crown Reserve 36759 - Lot 1333 De Haer Rd Wandi	
	Irrigation of up to 3 ha of recreation areas	Crown Reserve 36759 - Lot 1333 De Haer Rd Wandi	
Duration of Licence	From 23 October 2013 to 21 June 2020		

This Licence is subject to the following terms, conditions and restrictions:

- 1 The licensee shall not use water for irrigation of lawns or recreational areas between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
- 2 Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
- 3 The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
- 4 The annual water year for water taken under this licence is defined as 1 July to June 30 twelve months later.
- 5 The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
- 6 The licensee must take and record the reading from each meter required under this licence, at the end of each month.
- 7 The licensee must submit to the Department of Water the recorded meter readings and the volume of water taken within the water year, every 12 month(s) commencing 14/07/2014.
- 8 The licensee must notify the Department of Water in writing of any water meter malfunction within seven days of the malfunction being noticed.
- 9 The licensee must obtain authorisation from the Department of Water before removing, replacing or interfering with any meter required under this licence.



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

- 10 The licensee shall comply with the commitments of the operating strategy Irrigation Water Supply - Town of Kwinana, Western Australia, as prepared by Groundwater Consulting Services Pty Ltd and approved by the Department of Water on 16 November 2011 including any modifications to the commitments as approved during the term of the licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Jandakot Perth - Superficial Swan	Annual Water Entitlement	9500 kL
Location of Water Source	Lot 76 On Plan 211720 - Volume/Folio Lr3099/825 - Lot 76 Mandogalup Rd Mandogalup - Mandogalup Pioneer Reserve		
Authorised Activities	Taking of water for	Location of Activity	
	Domestic use	Lot 76 On Plan 211720 - Volume/Folio Lr3099/825 - Lot 76 Mandogalup Rd Mandogalup - Mandogalup Pioneer Reserve	
	Firefighting purposes	Lot 76 On Plan 211720 - Volume/Folio Lr3099/825 - Lot 76 Mandogalup Rd Mandogalup - Mandogalup Pioneer Reserve	
	Irrigation of up to 1 ha of lawns and gardens	Lot 76 On Plan 211720 - Volume/Folio Lr3099/825 - Lot 76 Mandogalup Rd Mandogalup - Mandogalup Pioneer Reserve	
Duration of Licence	From 23 October 2013 to 21 June 2020		

This Licence is subject to the following terms, conditions and restrictions:

- 1 The licensee shall not use water for irrigation of lawns and gardens between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
- 2 Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
- 3 The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
- 4 The annual water year for water taken under this licence is defined as 1 July to June 30 twelve months later.
- 5 The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
- 6 The licensee must take and record the reading from each meter required under this licence, at the end of each month.
- 7 The licensee must submit to the Department of Water the recorded meter readings and the volume of water taken within the water year, every 12 month(s) commencing 14/07/2014.

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

- 8 The licensee must notify the Department of Water in writing of any water meter malfunction within seven days of the malfunction being noticed.
- 9 The licensee must obtain authorisation from the Department of Water before removing, replacing or interfering with any meter required under this licence.
- 10 The licensee shall comply with the commitments of the operating strategy Irrigation Water Supply - Town of Kwinana, Western Australia, as prepared by Groundwater Consulting Services Pty Ltd and approved by the Department of Water on 16 November 2011 including any modifications to the commitments as approved during the term of the licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	Town of Kwinana		
Description of Water Resource	Cockburn Perth - Superficial Swan	Annual Water Entitlement	104250 kL
Location of Water Source	Lot 304 On Diagram 72808 - Volume/Folio 1795/919 - Lot 304 Thomas Rd Kwinana Beach - Thomas Road Tip Site Lot 481 On Plan 27290 - Lot 481 Naval Base Lot 339 On Plan 49439 - Volume/Folio Lr3136/716 - Lot 339 Kwinana Beach - Thomas Rd Entry Medina - Thomas Rd Pump 2 Postans - Thomas Rd Pump 3		
Authorised Activities	Taking of water for	Location of Activity	
	Irrigation of up to 1.8 ha of public open space	Lot 339 On Plan 49439 - Volume/Folio Lr3136/716 - Lot 339 Kwinana Beach - Thomas Rd Entry	
	Irrigation of up to 0.3 ha of road verge	Lot 481 On Plan 27290 - Lot 481 Naval Base	
	Irrigation of up to 3.5 ha of landscaped gardens	Medina - Thomas Rd Pump 2	
	Irrigation of up to 4.1 ha of landscaped gardens	Postans - Thomas Rd Pump 3	
	Water for Industrial purposes	Lot 304 On Diagram 72808 - Volume/Folio 1795/919 - Lot 304 Thomas Rd Kwinana Beach - Thomas Road Tip Site	
	Irrigation of up to 0.2 ha of recreation areas	Lot 304 On Diagram 72808 - Volume/Folio 1795/919 - Lot 304 Thomas Rd Kwinana Beach - Thomas Road Tip Site	
	Duration of Licence	From 18 December 2012 to 21 June 2020	

This Licence is subject to the following terms, conditions and restrictions:

- The licensee shall not use water for irrigation of lawns, gardens, public open space, recreation areas or road verges between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

- 2 Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
- 3 The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
- 4 The annual water year for water taken under this licence is defined as 12:00 pm at 1 July to 12:00 pm at 1 July twelve months later.
- 5 In addition to taking and recording the reading(s) at the beginning and the end of the water year, the licensee must, as close as practicable to the end of each month (other than the month in which the water year ends), take and record the reading from each meter required under this licence.
- 6 The licensee must submit to the Department of Water the recorded meter readings and the volume of water taken within the water year by 14 July.
- 7 That the maximum draw from the approved groundwater source shall not exceed 104,250 kilolitres per annum.
- 8 The licensee must notify the Department of Water in writing of any water meter malfunction within seven days of the malfunction being noticed.
- 9 The licensee must obtain authorisation from the Department of Water before removing, replacing or interfering with any meter required under this licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Serpentine Perth - Superficial Swan	Annual Water Entitlement	134,675kL
Location of Water Source	Crown Reserve 47258 Volume/Folio Lr3136/112 2 Ascot Pwy Bertram Lot 1511 On Plan 23827 Volume/Folio Lr3118/674 Lot 1511 Chipperton Rd Bertram Chipperton Park Lot 3000 On Plan 41229 Volume/Folio Lr3136/687 Lot 3000, Bertram Berry Park Lot 32 On Diagram 64810 Volume/Folio 1645/134 Lot 32 Barker Rd Wellard Casuarina Community Fire Station Lot 4836 On Plan 34903 Volume/Folio Lr3130/272 Lot 4836 Prince Regent Gte Bertram Prince Regent Park Lot 4909 On Plan 37469 Volume/Folio Lr3131/815 Lot 4909 Champion Drive, Bertram Champion Drive POS Lot 5000 On Plan 54889 Volume/Folio Lr3153/532 Lot 5000 Wanstead Vsta Bertram Bertram Oval And Surrounds Lot 8001 On Plan 64727 Volume/Folio Lr3158/649 Lot 8001 Gemstone Pde Wellard Lot 8003 On Plan 64726 Volume/Folio Lr3158/648 Lot 8003 Gemstone Pde Wellard LOT 8005 ON PLAN 408130 - Volume/Folio LR3167/318 - Lot 8005 Wellard Bertram Road/Challenger Ave Entry Statement		

Authorised Activities	Taking of water for	Location of Activity
	Ablution block purposes	Lot 32 On Diagram 64810 Volume/Folio 1645/134 Lot 32 Barker Rd Wellard Casuarina Community Fire Station
	Firefighting purposes	Lot 32 On Diagram 64810 Volume/Folio 1645/134 Lot 32 Barker Rd Wellard Casuarina Community Fire Station
	Irrigation of up to 0.06 ha of public open space	Bertram Heights Entry Statement and Road Verges
	Irrigation of up to 0.16 ha of public open space	Lot 4910 On Plan 37469 Volume/Folio Lr3131/816 Lot 4910 Centennial Av Bertram Centennial Ave Pos Cleopatra
	Irrigation of up to 0.35 ha of public open space	Wellard Bertram Road/Challenger Ave Entry Statement
	Irrigation of up to 0.5 ha of public open space	Lot 3000 On Plan 48905 Volume/Folio Lr3139/259 Lot 3000 Bertram
	Irrigation of up to 0.55 ha of public open space	Lot 32 On Diagram 64810 Volume/Folio 1645/134 Lot 32 Barker Rd Wellard Casuarina Community Fire Station
	Irrigation of up to 0.9 ha of public open space	Crown Reserve 47258 Volume/Folio Lr3136/112 2 Ascot Pwy Bertram
	Irrigation of up to 1.0 ha of public open space	Lot 3000 On Plan 41229 Volume/Folio Lr3136/687 Lot 3000, Bertram Berry Park
	Irrigation of up to 1.62 ha of public open space	Crown Reserve 47259 Volume/Folio Lr3128/172 43 Daintree Loop Bertram Lot 1002 On Plan 25546 Volume/Folio Lr3132/825 Lot 1002 Whiteman Cr Bertram Lot 1003 On Plan 29028 Volume/Folio Lr3133/801 Lot 1003 Daintree Loop Bertram
	Irrigation of up to 1.79 ha of public open space	Lot 4836 On Plan 34903 Volume/Folio Lr3130/272 Lot 4836 Prince Regent Gte Bertram Prince Regent Park
	Irrigation of up to 2.4 ha of public open space	Lot 1511 On Plan 23827 Volume/Folio Lr3118/674 Lot 1511 Chipperton Rd Bertram Chipperton Park
	Irrigation of up to 2.51 ha of public open space	Lot 8001 On Plan 64727 Volume/Folio Lr3158/649 Lot 8001 Gemstone Pde Wellard

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000.



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

		<p>Lot 8002 On Plan 64728 Volume/Folio Lr3158/650 Lot 8002 Gemstone Pde Wellard</p> <p>Lot 8003 On Plan 64726 Volume/Folio Lr3158/648 Lot 8003 Gemstone Pde Wellard</p> <p>LOT 8005 ON PLAN 408130 - Volume/Folio LR3167/318 - Lot 8005</p> <p>Road Reserve - Pin1182463</p> <p>Road Reserve - Pin11985208</p> <p>Road Reserve - Pin12245381</p> <p>Road Reserve - Pin12283643</p> <p>Road Reserve - Pin1291900</p>
	Irrigation of up to 2.6 ha of public open space	Lot 4909 On Plan 37469 Volume/Folio Lr3131/815 Lot 4909 Champion Drive, Bertram Champion Drive POS
	Irrigation of up to 2.6 ha of public open space	Lot 5000 On Plan 54889 Volume/Folio Lr3153/532 Lot 5000 Wanstead Vsta Bertram Bertram Oval And Surrounds
Duration of Licence	From 18 July 2018 to 17 July 2028	

This Licence is subject to the following terms, conditions and restrictions:

1. The licensee shall not use water for sprinkler irrigation between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
2. Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply to watering with a hand held hose; or watering, by way of reticulation: newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems.
3. The licensee shall comply with the commitments of the operating strategy for the City of Kwinana, as prepared by Groundwater Consulting Services Pty Ltd and approved by the Department of Water and Environmental Regulation on 17/09/2014 including any modifications to the commitments as approved during the term of the licence.
4. The volume of all water taken under this licence must be metered using an approved meter fitted to each drawpoint.
5. The annual water year for water taken under this licence is defined as 1 July to 30 June.
6. The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
7. The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
8. Unless otherwise approved by the Department of Water and Environmental Regulation, all meter readings must be recorded monthly via the Department of Water and Environmental Regulation's 'Water Online Portal' or on an approved Department of Water and Environmental Regulation 'Meter Water Use Card'. The meter readings must be reported via the 'Water Online Portal' or submitted via a completed 'Meter Water Use Card' to the Department of Water and Environmental Regulation every 12 Months, commencing 14/07/2018.
9. The licensee must ensure the installed meter(s) accuracy is maintained to within plus or minus 5% of the volume metered, in field conditions.
10. The licensee must notify the Department of Water and Environmental Regulation in writing of any water meter malfunction within seven days of the malfunction being noticed.

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000.



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

11. The licensee must obtain authorisation from the Department of Water and Environmental Regulation before removing, replacing or interfering with any meter required under this licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	Town of Kwinana		
Description of Water Resource	Serpentine Perth - Superficial Swan	Annual Water Entitlement	21615 kL
Location of Water Source	Lot 8004 On Plan 62820 - Volume/Folio Lr3156/694 - Lot 8004 Kendal Bend Bertram Lot 9240 On Plan 69488 - Volume/Folio 2762/294 - Lot 9240 Millbrook Ave, Bertram		
Authorised Activities	Taking of water for	Location of Activity	
	Irrigation of up to 0.532 ha of public open space	Lot 8004 On Plan 62820 - Volume/Folio Lr3156/694 - Lot 8004 Kendal Bend Bertram	
	Irrigation of up to 0.35 ha of public open space	Lot 8005 On Plan 69490 - Volume/Folio Lr3160/334 - Lot 8005 Millbrook Av Bertram - Ludlow Park	
	Irrigation of up to 1 ha of public open space	Lot 9240 On Plan 69488 - Volume/Folio 2762/294 - Lot 9240 Millbrook Ave, Bertram	
	Irrigation of up to 1 ha of public open space	Lot 8002 On Plan 58910 - Volume/Folio Lr3152/753 - Lot 8002 Cheltenham Loop Bertram	
Duration of Licence	From 24 February 2017 to 21 June 2020		

This Licence is subject to the following terms, conditions and restrictions:

- 1 The licensee shall not use water for irrigation of lawns, gardens, public open space, recreation areas and road verges between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
- 2 Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
- 3 Every 12 month(s) the licensee shall provide to the Department of Water a Groundwater Monitoring Summary for the preceding water year. The first report is due 30/09/2017.
- 4 The volume of all water taken under this licence must be metered using an approved meter fitted to each drawpoint.
- 5 The annual water year for water taken under this licence is defined as 1 July to 30 June.
- 6 The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
- 7 The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

This Licence is subject to the following terms, conditions and restrictions:

- 8 The licensee must take and record the reading from each meter required under this licence, at the end of each month.
- 9 The licensee must submit to the Department of Water the recorded meter readings and the volume of water taken within the water year, every 12 month(s) commencing 14/07/2017.
- 10 The licensee shall comply with the commitments of the operating strategy Irrigation Supply - Town of Kwinana, Western Australia, as prepared by Groundwater Consulting Services Pty Ltd and approved by the Department of Water on 16 November 2011 including any modifications to the commitments as approved during the term of the licence.
- 11 The licensee must ensure the installed meter(s) accuracy is maintained to within plus or minus 5% of the volume metered, in field conditions.
- 12 The licensee must notify the Department of Water in writing of any water meter malfunction within seven days of the malfunction being noticed.
- 13 The licensee must obtain authorisation from the Department of Water before removing, replacing or interfering with any meter required under this licence.

End of terms, conditions and restrictions

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Serpentine Perth - Superficial Swan	Annual Water Entitlement	10,725kL
Location of Water Source	LOT 8005 ON PLAN 403263 - Volume/Folio LR3165/859 - Lot 8005		

Authorised Activities	Taking of water for	Location of Activity
	Irrigation of up to 1.43 ha of public open space	LOT 8004 ON PLAN 403890 - Volume/Folio LR3165/567 - Lot 8004 LOT 8005 ON PLAN 403263 - Volume/Folio LR3165/859 - Lot 8005 LOT 8006 ON PLAN 403262 - Volume/Folio LR3167/191 - Lot 8006
Duration of Licence	From 9 July 2019 to 8 July 2029	

This Licence is subject to the following terms, conditions and restrictions:

1. The annual water year for water taken under this licence is defined as 1 July to 30 June.
2. The licensee shall not use water for sprinkler irrigation between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
3. Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply to watering with a hand held hose; or watering, by way of reticulation: newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems.
4. The licensee must install an approved meter to each water draw-point through which water is taken under this licence.
5. The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
6. The licensee must take and record the reading from each meter required under this licence at the beginning and another at the end of the water year defined on this licence.
7. Unless otherwise approved by the Department of Water and Environmental Regulation, all meter readings must be recorded monthly via the Department of Water and Environmental Regulation's 'Water Online Portal' or on an approved Department of Water and Environmental Regulation 'Meter Water Use Card'. The meter readings must be reported via the 'Water Online Portal' or submitted via a completed 'Meter Water Use Card' to the Department of Water and Environmental Regulation every 12 Months, commencing 30/07/2019.
8. The licensee must ensure the installed meter(s) accuracy is maintained to within plus or minus 5% of the volume metered, in field conditions.
9. The licensee must notify the Department of Water and Environmental Regulation in writing of any water meter malfunction within seven days of the malfunction being noticed.
10. The licensee must obtain authorisation from the Department of Water and Environmental Regulation before removing, replacing or interfering with any meter required under this licence.

End of terms, conditions and restrictions

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000.



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Jandakot Perth - Superficial Swan	Annual Water Entitlement	6,000kL
Location of Water Source	LOT 243 ON PLAN 402525 - Volume/Folio LR3165/571 - Lot 243 Wandl		

Authorised Activities	Taking of water for	Location of Activity
	Irrigation of up to 0.8 ha of public open space	LOT 243 ON PLAN 402525 - Volume/Folio LR3165/571 - Lot 243 Wandl
Duration of Licence	From 28 June 2018 to 27 June 2028	

This Licence is subject to the following terms, conditions and restrictions:

- The licensee shall not use water for irrigation of public open space between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
- Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply to watering with a hand held hose; or watering, by way of reticulation: newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems.
- The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
- The annual water year for water taken under this licence is defined as 1 July to 30 June.
- Unless otherwise approved by the Department of Water and Environmental Regulation, all meter readings must be recorded monthly via the Department of Water and Environmental Regulation's 'Water Online Portal' or on an approved Department of Water and Environmental Regulation 'Meter Water Use Card'. The meter readings must be reported via the 'Water Online Portal' or submitted via a completed 'Meter Water Use Card' to the Department of Water and Environmental Regulation every 12 Months, commencing 14/07/2018.
- The licensee must ensure the installed meter(s) accuracy is maintained to within plus or minus 5% of the volume metered, in field conditions.
- The licensee must notify the Department of Water and Environmental Regulation in writing of any water meter malfunction within seven days of the malfunction being noticed.
- The licensee must obtain authorisation from the Department of Water and Environmental Regulation before removing, replacing or interfering with any meter required under this licence.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Jandakot Perth - Superficial Swan	Annual Water Entitlement	95,475kL
Location of Water Source	Lot 8001 On Plan 69132 Volume/Folio Lr3160/188 Lot 8001 Lyon Rd Wandl Production Bore 7 LOT 8003 ON PLAN 404553 - Volume/Folio LR3165/820 - Lot 8003 Lot 8005 On Plan 400200 Volume/Folio Lr3164/92 Lot 8005 Production Bore 5 LOT 8010 ON PLAN 74310 - Volume/Folio LR3163/133 - Lot 8010		

Authorised Activities	Taking of water for	Location of Activity
	Irrigation of up to 12.73 ha of public open space	<p>Lot 8000 On Plan 69132 Volume/Folio Lr3160/187 Lot 8000 Lyon Rd Wandl</p> <p>Lot 8001 On Plan 69132 Volume/Folio Lr3160/188 Lot 8001 Lyon Rd Wandl Production Bore 7</p> <p>LOT 8002 ON PLAN 400989 - Volume/Folio LR3164/65 - Lot 8002</p> <p>LOT 8003 ON PLAN 404553 - Volume/Folio LR3165/820 - Lot 8003</p> <p>LOT 8004 ON PLAN 405725 - Volume/Folio LR3165/826 - Lot 8004</p> <p>Lot 8005 On Plan 400200 Volume/Folio Lr3164/92 Lot 8005 Production Bore 5</p> <p>Lot 8006 On Plan 70124 Volume/Folio Lr3160/932 Lot 8006 Honeywood Av Wandl</p> <p>LOT 8007 ON PLAN 76957 - Volume/Folio LR3163/605 - Lot 8007</p> <p>LOT 8009 ON PLAN 400200 - Volume/Folio LR3164/93 - Lot 8009</p> <p>LOT 8010 ON PLAN 74310 - Volume/Folio LR3163/133 - Lot 8010</p> <p>LOT 8011 ON PLAN 76939 - Volume/Folio LR3163/445 - Lot 8011</p> <p>LOT 8013 ON PLAN 407811 - Volume/Folio LR3167/296 - Lot 8013</p> <p>Lot 8016 On Plan 70124 Volume/Folio Lr3160/825 Lot 8016 Honeywood Av Wandl</p> <p>LOT 8020 ON PLAN 400193 - Volume/Folio LR3164/60 - Lot 8020</p> <p>Lot 8021 On Plan 400193 Volume/Folio Lr3164/61 Lot 8021 Pb 8</p> <p>LOT 8022 ON PLAN 400193 - Volume/Folio LR3164/62 - Lot 8022</p> <p>LOT 8023 ON PLAN 400193 - Volume/Folio LR3164/63 - Lot 8023</p> <p>LOT 8024 ON PLAN 400193 - Volume/Folio LR3164/64 - Lot 8024</p> <p>LOT 8025 ON PLAN 400989 - Volume/Folio LR3164/66 - Lot 8025</p>

This Licence is granted subject to the Rights in Water and Irrigation Regulations 2000.



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

		LOT 8027 ON PLAN 400989 - Volume/Folio LR3164/68 - Lot 8027 Lot 8028 On Plan 400989 Volume/Folio Lr3164/69 Lot 8028 Production Bore 8 LOT 9020 ON PLAN 400699 - Volume/Folio 2838/777 - Lot 9020 Road Reserve - Pin11911322 Road Reserve - Pin11923125 Road Reserve - Pin11929994 Road Reserve - Pin11929996 Road Reserve - Pin12037013 Road Reserve - Pin12084818 Road Reserve - Pin12097838 Road Reserve - Pin12158132 Road Reserve - Pin12244887
Duration of Licence	From 26 March 2019 to 25 March 2029	

This Licence is subject to the following terms, conditions and restrictions:

1. The annual water year for water taken under this licence is defined as 1 July to 30 June .
2. The licensee shall not use water for sprinkler irrigation between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.
3. Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply to watering with a hand held hose; or watering, by way of reticulation: newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems.
4. The licensee shall measure and record water rest levels in monitoring wells MW8 & WAM2s in mAHD every March, June, September and December .
5. The licensee shall forward all monitoring data for the preceding water year to the Department of Water and Environmental Regulation every 12 Months, commencing 30/10/2019.
6. The licensee shall provide a revised operating strategy to the Department of Water and Environmental Regulation for approval by 30/09/2019. The strategy shall be prepared in accordance with Operational Policy 5.08 'Use of Operating Strategies in the water licensing process'.

End of terms, conditions and restrictions



LICENCE TO TAKE WATER

Granted by the Minister under section 5C of the Rights in Water and Irrigation Act 1914

Licensee(s)	City of Kwinana		
Description of Water Resource	Serpentine Perth - Superficial Swan	Annual Water Entitlement	6,991kL
Location of Water Source	CROWN RESERVE 52840		
Authorised Activities	Taking of water for	Location of Activity	
	Irrigation of up to .93 ha of public open space	CROWN RESERVE 52840	
Duration of Licence	From 8 August 2019 to 7 August 2029		

This Licence is subject to the following terms, conditions and restrictions:

1. The annual water year for water taken under this licence is defined as 1 July to 30 June.
2. The licensee must not, in any water year, take more water than the annual water entitlement specified in this licence.
3. The volume of all water taken under this licence must be metered using an approved meter fitted to each drawpoint.
4. The licensee must record the meter reading at the end of each month.
5. The licensee must provide a copy of the meter readings to the Department, using the Water Online Metering Portal, within 30 days after the end of the relevant water year.
6. The licensee must maintain the meter in good condition and ensure that it is operating within a range of plus or minus 5% of the quantity of water that passes through it when tested in field conditions.
7. The licensee must notify the Department within 7 days of detecting a malfunction of the meter.
8. The licensee must obtain authorisation from the Department of Water and Environmental Regulation before removing, replacing or interfering with any meter required under this licence.
9. The licensee shall comply with the commitments of the operating strategy for the City of Kwinana, as prepared by the licensee and approved by the Department of Water and Environmental Regulation on 17/09/2014 including any modifications to the commitments as approved during the term of the licence.
10. Between 1 June and 31 August in any year, the licence-holder must not water a lawn, garden, or grass-covered area ("turf") by reticulation, provided always that this restriction shall not apply; watering with a hand held hose; or watering, by way of reticulation: golf course tees and greens, turf wickets, bowling greens and active sporting areas; newly planted areas for a period of up to 28 days from the date of planting; for renovating turf; or for maintenance of reticulation systems
11. The licensee shall not use water for sprinkler irrigation between 9 am and 6 pm except for the establishment of newly planted areas. For newly planted areas water may be used within these hours for a period of up to 28 consecutive days, commencing from the date of planting.

End of terms, conditions and restrictions

Appendix C

Site Photographs



Honeywood Passive Open Space



Honeywood Bore 71 Lyon Road



Honeywood Monitoring Bore MW6 Bruny Meander



Honeywood Monitoring Bore WAM2s Litchfield Circuit



Bore 20 Thomas Road



Passive Reticulated Landscaping, Gilmore Avenue



Orelia Oval Bore 19



Wells Park Bore 45 Kwinana Beach



Rogan Park Bore 23 Leda



Wellard Oval Bore 61



Wellard Oval



Daybreak Park Bore 80

16.3 Disposition by way of Lease, Part of 2 (Lot 107) Robbos Way Kwinana, Offices in the Darius Wells Library and Resource Centre Lease Agreements between the City of Kwinana and Community Groups

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to sitting as a member of the Citizens Advice Bureau of Western Australia Inc and Kwinana Early Years Services Inc whom are mentioned within the report.

SUMMARY:

The City of Kwinana (**the City**) is the owner of the Darius Wells Library and Resource Centre (**the Centre**) situated at 2 Robbos Way, Kwinana. This report concerns the first floor of the property, being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 (**the Premises**).

On 24 July 2019, Council resolved at an Ordinary Council Meeting, to authorise the Mayor and CEO to execute the Leases for the remainder of the offices within the Centre with the following tenants, on behalf of the City:

- Citizens Advice Bureau of Western Australia Inc;
- Relationships Australia Western Australia Inc;
- Ngala Community Services;
- Bridging the Gap Inc; and
- Kwinana Early Years Services Inc.

This report seeks Council to resolve that the Chief Executive Officer is authorised on behalf of the City to give disposition by way of lease, to negotiate and finalise the leases of the Premises to the following prospective tenants:

- Communicare Inc; and
- The Smith Family,
(collectively known as '**Non-Government Agencies**').

The layout of the offices that the Non-Government Agencies (and other Centre tenants) currently occupy, and will continue to occupy, are at **Attachment A**.

The Non-Government Agencies are not-for-profit organisations, the objects of which are charitable, cultural, educational or of a similar nature. As such, the disposition of the Premises does not have to be advertised in accordance with section 3.58 of the *Local Government Act 1995* (**the Act**), as the leases to these Non-Government Agencies are exempt dispositions under section 30 (2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*.

The Premises is currently leased to the Non-Government Agencies who were selected through an Expression of Interest process that was conducted by the City in 2012. The City has worked closely with these organisations to ensure the best possible quality and most effective fitout to enable the Non-Government Agencies to provide a high level of service.

The Premises comprise of eight lettable office areas, meetings rooms, staff and kitchen facilities. The development of the Centre was made possible through joint funding from the City of Kwinana, Lotterywest and Federal Government grant funding. The grant funding from Lotterywest was conditional upon the Centre providing low-rental office space for non-government agencies and community groups. The City undertook an appropriate fitout of each space to meet the individual requirements of the Non-Government Agencies.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

Note: the City is finalising lease discussions with the remaining tenant being the Australian Red Cross, with their current lease expiring on 15 November 2019. It is anticipated that the lease will be presented to Council shortly.

OFFICER RECOMMENDATION:

That Council:

1. Authorise the valuation undertaken on 18 April 2019, carried out more than 6 months before the proposed disposition, to be a true indication of the value at the time of the proposed disposition
2. Authorise the Chief Executive Officer and Mayor to execute an individual lease agreement (as identified in Attachments B and C) for each of the Non-Government Agencies, and make modifications where the intent of the agreements does not change, in relation to offices on the first floor, 2 Robbos Way, Kwinana being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 to:
 - a. Communicare Inc; and
 - b. The Smith Family.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

The following sets out the current tenancy of the offices:

Tenant/Non-Government Agency	Area (m ²)	Lease Commencement Date	Lease Expiry Date	Lease Area Attachment A
Communicare Inc.	126	1 July 2013	30 June 2019	4
The Smith Family	96.3	13 August 2013	12 August 2019	8

On 14 March 2019, the Non-Government Agencies were reminded that the abovementioned leases were due to expire and that the City required confirmation of their intentions to enter into a new lease. Each Non-Government Agency confirmed that they intended to continue their tenancy and enter into a new lease with the City subject to Council approval. The Non-Government Agencies are operating on a month to month holding over tenancy term, until the new leases are executed.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

Section 3.58(4)(c) of the Act requires the market value of a disposition is to be ascertained by a valuation carried out not more than 6 months before the proposed disposition. However, section 3.58(4)(c)(ii) of the Act allows the City to declare by resolution that it believes a valuation carried out more than six months before the proposed disposition, is a true indication of the value at the time of the proposed disposition. McGees Property conducted a valuation of the Premises on 18 April 2019, a copy of the Valuation Report is contained at **Confidential Attachment D**. Accordingly, the Valuation was carried out more than 6 months before any proposed disposition assuming Council resolve to dispose of the Premises at its 23 October 2019 Ordinary Council Meeting. Whilst the Valuation is dated more than 6 months before the proposed disposition, City Officer's believe that a subsequent valuation would not be materially different from the Valuation obtained on 18 April 2019. Accordingly, City Officers recommend that Council resolve that it believes the Valuation carried out on 18 April 2019 contains a true indication of the current value of the Premises.

The Non-Government Agencies have reviewed and agreed to the terms of the new leases (at **Attachments B and C**).

On 24 July 2019, Council resolved at an Ordinary Council Meeting, to authorise the Mayor and CEO to execute the Leases for the remainder of the offices within the Centre with the following tenants, on behalf of the City:

- Citizens Advice Bureau of Western Australia Inc;
- Relationships Australia Western Australia Inc;
- Ngala Community Services;
- Bridging the Gap Inc; and
- Kwinana Early Years Services Inc.

Proposed Rent – Discounted Market Rent

The City's Leasing of Community Facilities Policy (**the Policy**) provides for the circumstances in which an organisation is entitled to a discounted market rent. The proposed rent as set out below, has been determined by applying a 35% discount to the valuation amount, as set out in the Policy. The assessment of eligibility to the discount of the market rental valuation was determined by the Director of City Engagement in consultation with senior officers of the City Legal team by evaluating the services provided by the Non-Government Agencies in Kwinana against the criteria outlined within the Policy.

The following outlines the current rent charged, and to be charged for the new leases, for each of the Non-Government Agencies and a summary description of their service to the community.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

Non-Government Agencies:

Communicare Inc.

Communicare Inc. is an organisation providing innovative services and is an advocate for social and economic inclusion. Communicare provide children's services, family services, education, training, settlement services, family violence, justice services and employment services. They occupy a space of 126m² and currently pay the City \$17,341.05 rent per annum plus outgoings, subject to annual Consumer Price Index (CPI) reviews. The annual market rent is \$27,700. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be **\$18,005** (constituting a \$9,695 discount). This is an increase of \$663.95 from the amount currently payable. The rent will be reviewed on each rent review date, based on CPI review. The outgoings are estimated to be \$6,800.44 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review may occur.

The Smith Family

The Smith Family is an independent children's charity helping disadvantaged Australian children to get the most out of their education, so they can create better futures. They provide long term support to children and their families through education-oriented learning and support programs from pre-school through to tertiary studies. They occupy a space of 96.3m² and currently pay the City \$13,247.41 rent per annum plus outgoings, subject to annual CPI reviews. The annual market rent is \$21,200. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be **\$13,780** (constituting a \$7,420 discount). This is an increase of \$532.59 from the amount currently payable. The rent will be reviewed on each rent review date, based on CPI review. The outgoings are estimated to be \$5,197.49 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review may occur.

LEGAL/POLICY IMPLICATIONS:

Section 3.58 (3) and (4) of the *Local Government Act 1995* states:

- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
 - (a) *it gives local public notice of the proposed disposition —*
 - (i) *describing the property concerned; and*
 - (ii) *giving details of the proposed disposition; and*
 - (iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
 - and*
 - (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
 - (a) *the names of all other parties concerned; and*
 - (b) *the consideration to be received by the local government for the disposition; and*
 - (c) *the market value of the disposition —*
 - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*

Section 30 of the Local Government (Functions and General) Regulations 1996 states:

- (1) *A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.*
- (2) *A disposition of land is an exempt disposition if —*
 - (a) *the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —*
 - (i) *its market value is less than \$5 000; and*
 - (ii) *the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee; or*
 - (b) *the land is disposed of to a body, whether incorporated or not —*
 - (i) *the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions; or*
 - (c) *the land is disposed of to —*
 - (i) *the Crown in right of the State or the Commonwealth; or*
 - (ii) *a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or*
 - (iii) *another local government or a regional local government; or*
 - (d) *it is the leasing of land to an employee of the local government for use as the employee's residence; or*
 - (e) *it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land; or*
 - (f) *it is the leasing of land to a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession to be used for carrying on his or her medical practice; or*
 - (g) *it is the leasing of residential property to a person.*
- (2a) *A disposition of property is an exempt disposition if the property is disposed of within 6 months after it has been —*
 - (a) *put out to the highest bidder at public auction, in accordance with section 3.58(2)(a) of the Act, but either no bid is made or any bid made does not reach a reserve price fixed by the local government; or*
 - (b) *the subject of a public tender process called by the local government, in accordance with section 3.58(2)(b) of the Act, but either no tender is received or any tender received is unacceptable; or*

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

- (c) *the subject of Statewide public notice under section 3.59(4) of the Act, and if the business plan referred to in that notice described the property concerned and gave details of the proposed disposition including —*
 - (i) *the names of all other parties concerned; and*
 - (ii) *the consideration to be received by the local government for the disposition; and*
 - (iii) *the market value of the disposition as ascertained by a valuation carried out not more than 12 months before the proposed disposition.*
- (2b) *Details (see section 3.58(4) of the Act) of a disposition of property under subregulation (2a) must be made available for public inspection for at least 12 months from the initial auction or tender, as the case requires.*
- (3) *A disposition of property other than land is an exempt disposition if —*
 - (a) *its market value is less than \$20 000; or*
 - (b) *the entire consideration received by the local government for the disposition is used to purchase other property, and where the total consideration for the other property is not more, or worth more, than \$75 000.*

FINANCIAL/BUDGET IMPLICATIONS:

These leases will provide an annual income of \$31,785 plus GST. The total income before the discount would be \$48,900 plus GST.

ASSET MANAGEMENT IMPLICATIONS:

The implications for this report are the ongoing management and administration required by all of the City's leases of property.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective as detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business performance	5.6 Maximise the value of the City's property assets

COMMUNITY ENGAGEMENT:

As a result of leasing the Premises to the Non-Government Agencies there will be various and continued positive community engagement implications.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND COMMUNITY GROUPS

PUBLIC HEALTH IMPLICATIONS

The recommendations of this report (e.g. the leasing of the City facilities to the Non-Government Agencies) have the potential to assist with improved health behaviours and socio-economic factors including education, family and social support.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not support disposition by way of lease of the office spaces in Lot 107 on Deposited Plan 70670 to the Non-Government Agencies. If Council resolve not to support disposition by way of lease, as per Section 3.58 of the <i>Local Government Act 1995</i> , the disposition cannot proceed.
Risk Theme	Ineffective management of facilities/venues/events and failure to fulfil statutory regulation requirements
Risk Effect/Impact	Financial
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Avoid
Response to risk treatment required/in place	This report is to authorise the Chief Executive Officer on behalf of the City of Kwinana to give disposition by way of lease, offices within Part Lot 107 on Deposited Plan 70670
Rating (after treatment)	Low

COUNCIL DECISION

007

MOVED CR S LEE

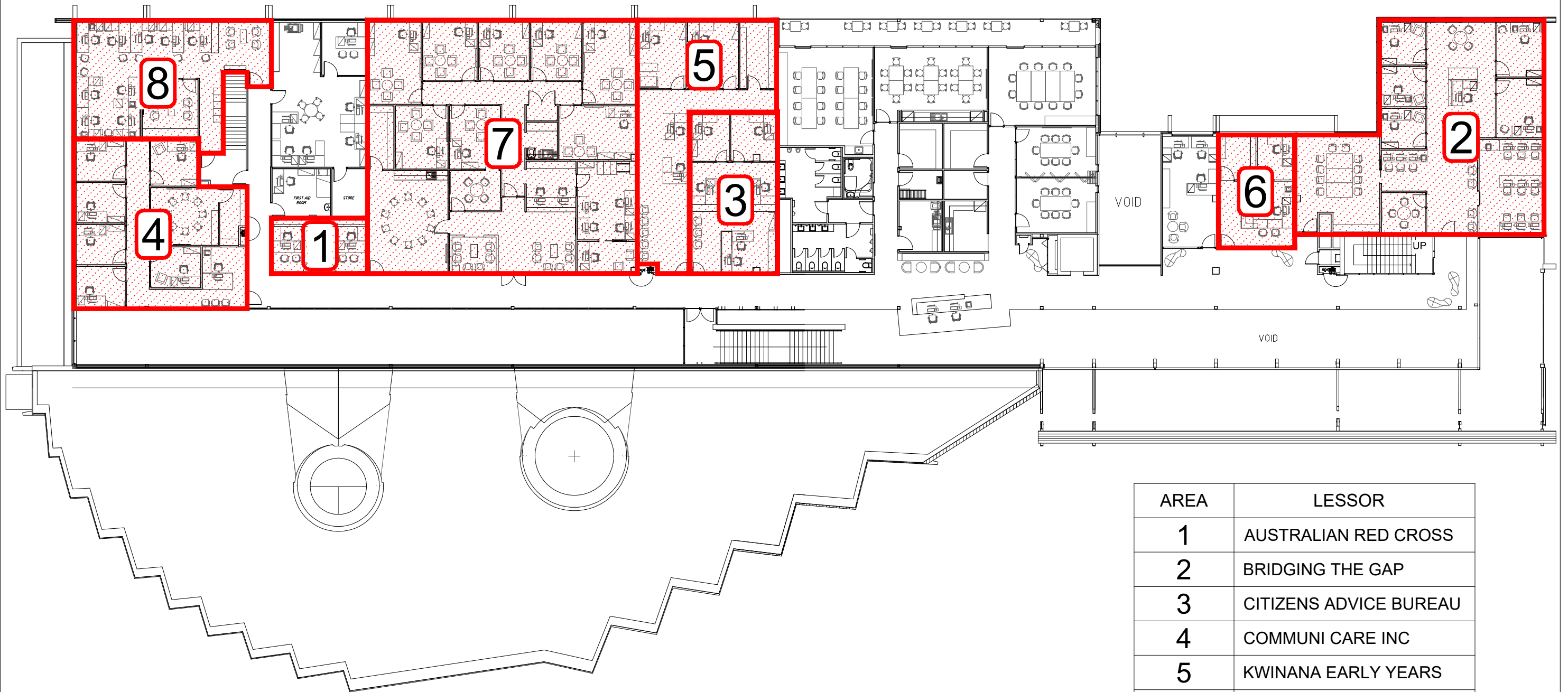
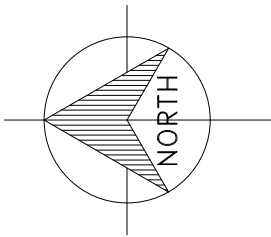
SECONDED CR M ROWSE

That Council:

1. Authorise the valuation undertaken on 18 April 2019, carried out more than 6 months before the proposed disposition, to be a true indication of the value at the time of the proposed disposition
2. Authorise the Chief Executive Officer and Mayor to execute an individual lease agreement (as identified in Attachments B and C) for each of the Non-Government Agencies, and make modifications where the intent of the agreements does not change, in relation to offices on the first floor, 2 Robbos Way, Kwinana being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 to:
 - a. Communicare Inc; and
 - b. The Smith Family.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0



AREA	LESSOR
1	AUSTRALIAN RED CROSS
2	BRIDGING THE GAP
3	CITIZENS ADVICE BUREAU
4	COMMUNI CARE INC
5	KWINANA EARLY YEARS
6	NGALA
7	RELATIONSHIP AUSTRALIA
8	THE SMITH FAMILY

R.NAJAFZADEH

Lease

Offices in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 277 321)

Communicare Inc. (ABN 27 768 389 307)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(**Lessor**)

Communicare Inc.

of 28 Cecil Avenue, Cannington, Western Australia 6107
(**Lessee**)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date ("Outgoings Review Notice"), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor, when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food and Pet Meat) Repeal Regulations 2009*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the
- (d) Premises is wound up whether voluntarily or otherwise;
- (e) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) a mortgagee takes possession of the property of the Lessee under this Lease;
- (g) any execution or similar process is made against the Premises on the Lessee's property;
- (h) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (i) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may by notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises

and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act* 1999 and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

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

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

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

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

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

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building being approximately 126 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 1 July 2019 and expiring on 30 June 2022.

Item 3 Further Term

3 years commencing on 1 July 2022 and expiring on 30 June 2025.

Item 4 Commencement Date

1 July 2019.

Item 5 Rent

\$18,005 per annum plus GST payable in advance by equal monthly instalments of \$1,500.42.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
1 July 2020	CPI Rent Review
1 July 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
1 July 2022	Market Rent Review
1 July 2023	CPI Rent Review
1 July 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$6800.44 per annum plus GST payable in advance by equal monthly instalments of \$566.70 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

Communicare Inc (ABN 27 768 389 307)
Address: 28 Cecil Avenue, Cannington, Western Australia 6107
Email: accounts@communicare.org.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Right to terminate upon notice

Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

12.4 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.5 Lessor's Fixtures

- (a) 7 x task chairs;
- (b) 3 x visitors chairs;
- (c) 8 x study chairs;
- (d) 2 x consult chairs;
- (e) 1 x whiteboard;
- (f) 6 x pedestals;
- (g) 6 x storage unit;

- (h) 6 x work stations;
- (i) 7 x HP Elite 8300 Small Form Factor PC & Monitor;
- (j) 1 x Kyocera FS-3140MFP;
- (k) 1 x Laptop;
- (l) 1 x Sony Flat Screen TV; and
- (m) 1 x Sony Blue-ray Player

12.6 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.7 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.8 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the

Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.

- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.
- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

Signing page

EXECUTED

2019

THE COMMON SEAL of **CITY OF KWINANA** is
affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **COMMUNICARE INC.**
was hereunto affixed pursuant to the constitution
of the Lessee in the presence of each of the
undersigned each of whom hereby declares by
the execution of this document that he or she
holds the office in the Lessee indicated under his
or her name-

Chairman Sign

Chief Executive Officer Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

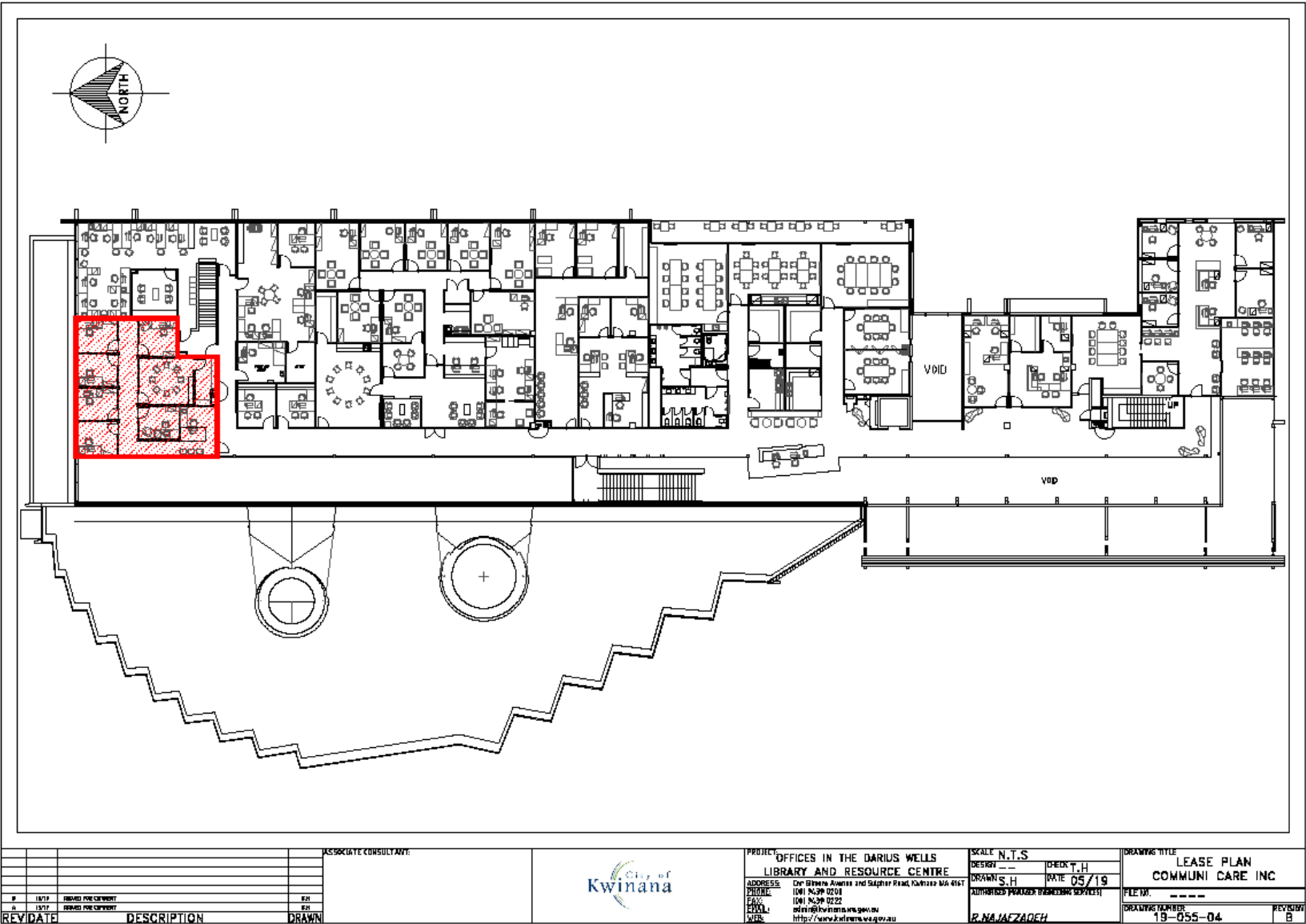
Secretary or other member of the Board Sign

Name:

Address:

Office Held:

Annexure 1 – Sketch of Premises



Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 277 321)

The Smith Family (ABN 28 000 030 179)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(**Lessor**)

The Smith Family

of Level 9/117 Clarence Street Sydney, New South Wales 2000
(**Lessee**)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) the lessee's share of the legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date ("Outgoings Review Notice"), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor, when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessee will consult with the Lessor prior to making or lodging any claims made under a policy of insurance required by **clause 8.1** in so far as it affects the Premises. The Lessee is entitled to settle or compromise any claims under any policy of insurance required by **clause 8.1**, with prior consultation with the Lessor and provide ongoing notice of the status of any claims. The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.2**. The Lessee will inform the Lessor of any claims or payments made under any policy of insurance required by **clause 8.2** in respect of the Premises.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney for the Premises only, during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

(1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and

- (b) releases to the full extent permitted by law, the Lessor from:
- (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring except where such loss, damage or injury arises from the negligent or wrongful act or omission of the Lessor, or its servants, agents contractors or invitees.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
 - (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;

- (c) comply with all reasonable directions given or requests made by the Lessor; and
- (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food and Pet Meat) Repeal Regulations 2009*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and

- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Corporations Act 2001* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or

- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may by notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

Parties should share the upfront costs of the Arbitration. Should the Arbitrator make an award as to costs, the costs shall be paid by the party who is ordered to pay the costs. If necessary, a refund should be made by the relevant party. The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act* 1999 and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

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

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or

- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

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

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

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

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 96.3 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 13 August 2019 and expiring on 12 August 2022.

Item 3 Further Term

3 years commencing on 13 August 2022 and expiring on 12 August 2025.

Item 4 Commencement Date

13 August 2019.

Item 5 Rent

\$13,780 per annum plus GST payable in advance by equal monthly instalments of \$1148.33.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
13 August 2020	CPI Rent Review
13 August 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
13 August 2022	Market Rent Review
13 August 2023	CPI Rent Review
13 August 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$5,197.49 per annum plus GST payable in advance by equal monthly instalments of \$433.12 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

The Smith Family (ABN 28 000 030 179)
Address: Level 8, 14 – 16 Victoria Avenue, Perth, Western Australia 6000
Email: accounts.payable@thesmithfamily.com.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 10 x workstations;
- (b) 11 x task chairs;
- (c) 8 x visitor chairs;
- (d) 8 x waiting chairs;
- (e) 9 x pedestals;
- (f) 2 x coffee tables;
- (g) 1 x desk;
- (h) 1 x two seater couch
- (i) 1 x bar fridge
- (j) 11 x HP Elite 83—Small Form Factor PC & Monitor

- (k) 1 x Kyocera FS-C2626MFP;
- (l) 1 x Panasonic Smartboard UBT880; and
- (m) 1 x Sony VPLSW536M Short Throw Projector.

Including any new fixtures or fittings that are provided at the cost of the Landlord upon request of the tenant for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the

Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.

- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.
- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

Signing page

EXECUTED

2019

THE COMMON SEAL of CITY OF KWINANA is
affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of THE SMITH FAMILY
was hereunto affixed pursuant to the constitution
of the Lessee in the presence of each of the
undersigned each of whom hereby declares by
the execution of this document that he or she
holds the office in the Lessee indicated under his
or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

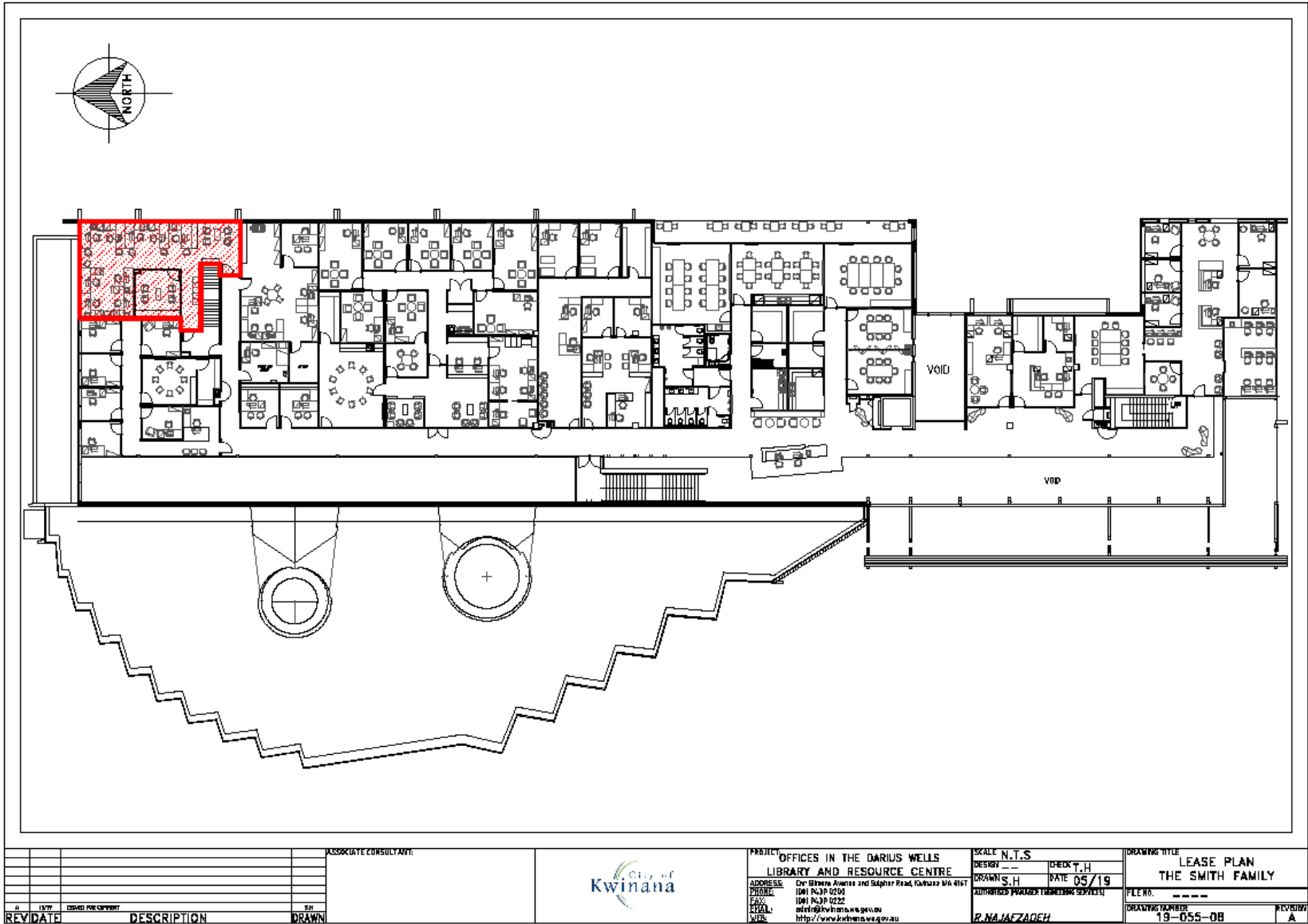
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



16.4 Appointment of Council Representatives to Committees and Organisations

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

Following the Local Government Election held on 19 October 2019 the City is presenting the committees and organisations requiring Council representation.

The following committees of Council, established under the *Local Government Act 1995* require Elected Member representation:

- Audit Committee
- Executive Appraisal Committee

The following committees of Council, established under other legislation, require Elected Member representation:

- Local Emergency Management Advisory Committee (established under the *Emergency Management Act 2005*)
- Bush Fire Advisory Committee (established under the *Bush Fires Act 1954*)

In addition to internal committees of Council, the Council is also invited to hold membership upon a number of external committees and associations.

In some cases, the membership of these committees is often predetermined by the fact that the invitation may request a specific Elected Member, in particular the Mayor or Deputy Mayor.

OFFICER RECOMMENDATION:

That Council:

1. Endorse the requirement of Elected Members attending meetings for external committees and organisations to provide a written report to all Elected Members on significant matters arising from these meetings.
2. Approve the Elected Member and City Officer appointments to external committees and organisations and Council committees as follows:

Audit Committee

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	
Elected Member	
Elected Member	

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Audit Committee – Independent Audit Committee Member Appointment Selection Panel

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	
City of Kwinana	Director City Legal (no voting rights)

Executive Appraisal Committee

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	
Elected Member	
Elected Member	

Local Emergency Management Committee

Position / Organisation	Name
Elected Member – Chair	
Elected Member	
Local Emergency Coordinator – Deputy Chair	Anthony Thompson – OIC of Kwinana Police
City of Kwinana	Manager Essential Services
City of Kwinana – Recovery Coordinator	Director City Legal
City of Kwinana – Local Welfare Liaison Coordinator	Manager Community Engagement
City of Kwinana – Executive Officer	Essential Services Administration Officer
City of Kwinana	Manager Environmental Health
City of Kwinana	Coordinator City Assist
Hazard Management and Support Agency	Department of Fire and Emergency Services Representative
Hazard Management and Support Agency	Department of Biodiversity, Conservation and Attractions Representative
Hazard Management and Support Agency	Rockingham/Kwinana SES Representative
Hazard Management and Support Agency	Department of Agriculture and Food WA Representative
Hazard Management and Support Agency	Department of Corrective Services Representative

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Hazard Management and Support Agency	Western Power Representative
Hazard Management and Support Agency	Rockingham Sea Rescue Representative
Hazard Management and Support Agency	Department of Communities Representative
Hazard Management and Support Agency	Public Transport Authority Representative
Hazard Management and Support Agency	Rockingham Peel Group – Department of Health Representative
Hazard Management and Support Agency	Water Corporation Representative
Welfare Support Agency	Department of Communities
Welfare Support Agency	Red Cross Representative
Welfare Support Agency	Salvation Army Representative
Industry Representative	Kwinana Industries Council Representative
Community Representative	Ian Critchley, Graeme O'Brien, Lindsay Gates, Barry Tait

Kwinana Local Recovery Committee

Position / Organisation	Name
Elected Member - Chair	Mayor
Elected Member – Executive Officer	
Elected Member – Deputy Chair	
Elected Member - Local Emergency Management Committee – Chair	
City of Kwinana – Recovery Coordinator	Director City Legal
City of Kwinana – Deputy Recovery Coordinator	Director City Business
Local Welfare Coordinator	Department of Communities
Kwinana Local Welfare Liaison Officer	Manager Community Engagement
Kwinana Animal Welfare Liaison Officer	Coordinator City Assist

Bush Fire Advisory Committee

Position / Organisation	Name
Elected Member	
Elected Member	
City of Kwinana	Chief Bush Fire Control Officer

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Access and Inclusion Working Group

Position / Organisation	Name
Elected Member	
Elected Member	
City of Kwinana	Manager Asset Management Services
City of Kwinana	Community Development Officer - Diversity
City of Kwinana	Landscape Architect
City of Kwinana	Building Surveyor
City of Kwinana	Library Operations Coordinator

Community Funding Panel

Position / Organisation	Name
Elected Member	
Elected Member	
City of Kwinana	Director City Engagement

Freeman Working Group

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	

Greening Fund Selection Panel

Position / Organisation	Name
Elected Member	
Elected Member	
City of Kwinana	Director City Regulation
City of Kwinana	Bush Care Officer

Kwinana Conciliation Advisory Group

Position / Organisation	Name
Elected Member	
Elected Member	

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Local Commercial and Activity Centre Improvement Grant Funding Panel

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	

Local Events Fund Funding Group

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	

Multicultural Advisory Action Group

Position / Organisation	Name
Elected Member	
Elected Member	
City of Kwinana	Representative from City Engagement Directorate

Naming of Parks, Places and Buildings Working Group

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	
Elected Member	
City of Kwinana	Director City Engagement
City of Kwinana Citizen of the Year	Changes annually

Alcoa Kwinana Refinery – Environmental Improvement Plan Advisory Board

Position / Organisation	Name
Elected Member	
City of Kwinana	Manager Environmental Health

Alcoa Stakeholder Reference Group – Kwinana Long Term Residue Management Strategy

Position / Organisation	Name
Elected Member	
City of Kwinana	Director City Regulation

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Beeliar Regional Park Advisory Committee

Position / Organisation	Name
Elected Member	
City of Kwinana	Bush Care Officer

Calista Primary School Board

Position / Organisation	Name
Elected Member	

Citizens Advice Bureau Committee

Position / Organisation	Name
Elected Member	
Elected Member	

Cockburn Sound Management Council

Position / Organisation	Name
Elected Member	
Elected Member - Proxy	

Communities Industries Forum

Position / Organisation	Name
Elected Member	
Elected Member - Proxy	
Elected Member - Proxy	

Jandakot Botanic Regional Park Community Advisory Committee

Position / Organisation	Name
Elected Member	
City of Kwinana	Wetlands Officer

Joint Development Assessment Panel*

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member - Proxy	
Elected Member - Proxy	

*Note that the term is determined externally, with the term of the current Kwinana JDAP local member representatives (including Proxy's) not due to expire until 26 January 2020.

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Kwinana Community Funding Program Panel

Position / Organisation	Name
Elected Member	
Elected Member	

Kwinana Senior Citizens Centre

Position / Organisation	Name
Elected Member	
Elected Member - Proxy	
Elected Member - Proxy	

Local Government Association – South Metropolitan Zone

Position / Organisation	Name
Elected Member	
Elected Member	
Elected Member	
City of Kwinana	Chief Executive Officer

Metropolitan Regional Road Group South West Sub Group

Position / Organisation	Name
Elected Member	
Elected Member - PROXY	
City of Kwinana	Manager Engineering Services

South East Regional Centre for Urban Landcare (SERCUL)

Position / Organisation	Name
Elected Member	
City of Kwinana	Senior Environmental Planner

South West Group Board

Position / Organisation	Name
Elected Member	Mayor
City of Kwinana	Chief Executive Officer

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

South West Group Technical Directors Committee

Position / Organisation	Name
City of Kwinana	Director City Regulation
City of Kwinana	Director City Infrastructure

South West Corridor Development Foundation (SWCDeF)

Position / Organisation	Name
Elected Member	
Elected Member - Deputy	

South West Reference Group

Position / Organisation	Name
Elected Member	
Elected Member - Deputy	
City of Kwinana	Senior Environmental Planner

South Metropolitan Regional Council (SMRC)

Position / Organisation	Name
Elected Member	
City of Kwinana	Director City Regulation

South Metropolitan Regional Group – Regional Executive Group Meeting

Position / Organisation	Name
City of Kwinana	Director City Regulation

WALGA Freight Policy Forum

Position / Organisation	Name
Elected Member	
Elected Member - PROXY	
City of Kwinana	Director City Infrastructure

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

3. That Council approve the following Elected Member nomination for the Local Government (Coastal) representative to the Peel Harvey Catchment Council:

Position / Organisation	Name
Elected Member	

4. That Council appoint Gaye McMath as an independent Audit Committee member with a contract term expiring on 31 December 2019 and remunerated \$1,800 per meeting.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

Following the Local Government Election held on 19 October 2019 the following committees and organisations are presented for appointment of Council representatives.

Once the change of nominations to appointments have been approved by Council, the committees and organisations will be notified of the City representative.

Attachment A provides additional information regarding each committee and organisation that requires a Council representative(s). Attachment A reflects the current representations prior to the 2019 Local Government Election.

Local Emergency Management Committee and the Kwinana Local Recovery Committee

Section 38(1) of the *Emergency Management Act 2005 (EM Act)* states that the local government is to establish a local emergency management committee for the district. Section 38(3) of the *EM Act* requires the Local Emergency Management Committee to comprise a chairperson and other members appointed by the local government. Section 38(4) of the *EM Act* requires the appointment of members as determined by the State Emergency Management Committee. The State Emergency Management Committee Procedure 7 Local Emergency Management Committee states:

Noting the requirements of the EM Act, the following provides guidance on the composition of LEMCs:

- *the Chair should be an elected member of council;*
- *the Local Emergency Coordinator should be appointed as Deputy Chair;*
- *an Executive Officer, who should be an officer of the relevant local government, and should be appointed to coordinate the business of the committee and/or provide administrative support;*
- *the Local Recovery Coordinator, being the person nominated in the Local Recovery Plan (s. 41(4) of the EM Act), should be appointed a member of the committee;*
- *consideration should be given to appointing local government officers engaged in key roles and functions affecting EM (for example, community services, engineering services, corporate services or planning);*

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

- *membership should include representatives from Emergency Management Agencies (EMAs) in the local government district (for example, the Department of Fire and Emergency Services); welfare support agencies or non-government organisations (for example, the Department of Communities, the Red Cross or Salvation Army), industry representatives (especially the owners or operators of hazardous facilities located within the local government district);*
- *consideration should be given to appointment of persons able to represent or advise on the interests of Culturally and Linguistically Diverse (CaLD) community members or community members with special needs; and*
- *LEMCs should, where possible include representatives of local Aboriginal community organisations to provide advice and guidance to the LEMC and to promote appropriate engagement with the local Aboriginal communities.*

The Kwinana Local Recovery Committee initiates the Local Recovery Plan. The Kwinana Local Recovery Committee is responsible for the development and implementation of recovery management arrangements for the City of Kwinana in liaison with the Hazard Management Agency Incident Controller, the Local Emergency Coordinator and other responsible agents.

Southern Metropolitan Regional Council

The Southern Metropolitan Regional Council has requested that written notice of the Council appointed member be provided prior to Thursday 24 October 2019 to allow time to appoint a Chair (as at Attachment B). The Elected Member who is selected to the Southern Metropolitan Regional Council will be remunerated, the Regional Council decides and adopts the fees set out in the Local Government Act and Regulations and the Salaries and Allowances Tribunal determination for Regional Local Governments. The current adopted fees for regional councillors are \$660 per month.

Peel-Harvey Catchment Council (PHCC)

A letter was received on 3 September 2019 from the Chief Executive Officer of the Peel-Harvey Catchment Council (PHCC) (Attachment C) calling for nominations for Local Government Representation (Coastal) on the Peel Harvey Catchment Council. The nomination form needs to be returned to the PHCC by Friday 21 November 2019.

Appointment is not automatic. The PHCC will assess nominations and decide on an applicant to become the Local Government Member (or Deputy), representing all coastal local governments within the Peel Harvey Catchment.

Joint Development Assessment Panel (JDAP)

The Joint Development Assessment Panel (JDAP) is an independent decision-making body comprised of technical experts and elected local government representatives. These panels determine development applications made under local and regional planning schemes, in the place of the original decision maker. The Development Assessment Panel (DAP) is mandatory in Western Australia, and a DAP has been created for each local government that has a local planning scheme. The Minister for Planning has established a DAP under section 171C of the *Planning and Development Act 2005* for each local government area, by the publication of an order in the Government Gazette.

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Two different types of DAPs were established by the Minister:

1. Local development assessment panels (LDAPs) were established to service a single local government, where it is deemed to be a high growth local government with enough development to support its own DAP.
2. Joint development assessment panels (JDAPs) were established to service two or more local governments where those local governments are not considered to have enough development to support their own DAP.

Most DAPs in Western Australia are JDAPs. There are five metropolitan JDAPs and nine regional JDAPs. There is one LDAP, which deals with applications within the City of Perth.

The introduction of DAPs in Western Australia aims to help improve the planning system by providing more transparency, consistency and reliability in decision making on complex development applications. As Regulations clearly identify what classes of development applications are to be determined by development assessment panels, applicants are well aware of who will be determining their application, regardless of the location of the development. The State believe involvement of independent experts and local representation helps to strike an appropriate balance in decision making by ensuring that decisions made by the panel are based on the planning merits of an application.

This report seeks Council's support to nominate two proxy (alternate) local government representative members. If the representatives have not attended the mandatory training, they will be required to do so when the training is held at a date to be confirmed. All JDAP members will be required to attend a mandatory training workshop before they can sit on a JDAP for the first time. The training will address the planning and development assessment framework in Western Australia, planning law (including what is an appropriate planning consideration), operation and conduct of DAPs, and the DAP Code of Conduct and expected behaviour of JDAP members. The Department of Planning, Lands and Heritage (DPLH) will deliver this training to all new JDAP members following their appointment to a JDAP.

The City will provide the Minister with the names of the nominated panel members, and the Minister will appoint the local government representatives in accordance with the City's nomination. The names of the members appointed to each JDAP will be published on the JDAP website maintained by the DPLH.

Where any JDAP member cannot attend a meeting due to illness, absence or other cause, an alternate member may attend the meeting in his or her place. Alternate members are nominated and appointed in the same way as permanent JDAP members.

The regulations require JDAP members (and alternate members when sitting in place of a DAP member) to comply with the DAP Code of Conduct. If a JDAP member fails to comply with the Code of Conduct, the Minister may remove them from office for committing misconduct.

Development Assessment Panels Code of Conduct, Clause 2.1.2 states:

"A local government member of a DAP is not bound by any previous decision or resolution of the local government in relation to the subject-matter of a DAP application. In such a situation, the member is not prevented from voting for a decision that is the same as the local governments. However, the member must exercise independent judgment, and consider the application on its planning merits, in deciding how to vote.

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

The terms of the current Kwinana JDAP local member representatives (including Proxy's) do not expire until 26 January 2020, there is no requirement to have Elected Members nominate for these positions, unless the current representatives are unsuccessful in their Local Government Election campaign.

The Elected Members who are selected on the JDAP will be remunerated. The following remuneration is in accordance with Schedule 2 — Fees for DAP Members of the Planning and Development (Development Assessment Panels) Regulations 2011:

<i>Item</i>	<i>Member fee</i>
1. <i>Fee for presiding member per meeting to determine development applications</i>	\$700
2. <i>Fee for any other member per meeting to determine development applications</i>	\$425
3. <i>Fee per meeting for presiding member to determine applications to amend or cancel determination</i>	\$200
4. <i>Fee per meeting for any other member to determine applications to amend or cancel determination</i>	\$100
5. <i>Fee for presiding member attending proceeding in State Administrative Tribunal</i>	\$700
6. <i>Fee for any other member attending proceeding in State Administrative Tribunal</i>	\$425
7. <i>Fee for training for DAP members</i>	\$400
8. <i>Fee for re-training for DAP members</i>	\$200
9. <i>Fee for presiding member to determine dispute as to compliance with notice</i>	\$200

Independent Audit Committee Member

The Audit Committee is responsible for reporting to Council and providing appropriate advice and recommendations on matters relevant to the Terms of Reference of the Committee in order to facilitate informed decision-making by Council. Other responsibilities of the Audit Committee include:

- Identify and recommend to Council a list of those matters to be audited (in relation to external and internal audits);
- Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor;
- Develop and recommend to Council a written agreement for the appointment of the auditor. The agreement is to include the objectives of the audit, the scope of the audit, details of the remuneration and expenses to be paid to the auditor, the method to be used by the local government to communicate with and supply information to the auditor;
- Liaise with the Chief Executive Officer to ensure that the local government does everything in its power to assist the auditor to conduct the audit and carry out his or her other duties under the *Local Government Act 1995* and ensure that audits are conducted successfully and expeditiously;
- Examine the reports of the auditor (internal/external) and accompanying officer report to determine if any matters raised require action to be taken by the local government and ensure that appropriate action be taken in respect of those matters;

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

- Review the report prepared by the Chief Executive Officer on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or six months after the last report prepared by the auditor is received, whichever is the latest in time;
- Consider biennially, the report from the Chief Executive Officer on the appropriateness and effectiveness of a local government's systems and procedures in relation to risk management; internal control and legislative compliance; and
- Undertake a financial management review every 3 years, with the next review required in 2020.

The Council resolved to appoint Gaye McMath as an Independent Audit Committee Member at the Ordinary Council Meeting held on 28 June 2017.

The remuneration is currently \$1,800 for the Independent Audit Committee Member and is based on qualifications and experience and the hours required preparing and attending the Audit Committee Meetings.

It is recommended that Council further appoint Gaye McMath as the Independent Audit Committee Member until 31 December 2019 to allow for the completion of the 2019 calendar year Audit Committee meetings. Early in 2020 Officers will present to Council options for the recruitment and appointment of an Independent Audit Committee Member.

WALGA Annual General Meeting

The Western Australian Local Government Association Annual General Meeting requires two Elected Member representatives. These are decided by Council at an Ordinary Council Meeting closer to the date of the Western Australian Local Government Association Annual General Meeting.

Other Committees, organisations and working groups that require representatives are:

- Audit Committee
- Independent Audit Committee Member Appointment Selection Panel
- Executive Appraisal Committee
- Bush Fire Advisory Committee
- Access and Inclusion Working Group
- Community Funding Panel
- Freeman Working Group
- Greening Fund Selection Panel
- Kwinana Conciliation Advisory Group
- Local Commercial and Activity Centre Improvement Grant Funding Panel
- Local Events Fund Funding Group
- Multicultural Advisory Action Group
- Naming of Parks, Places and Buildings Working Group
- Alcoa Kwinana Refinery – Environmental Improvement Plan Advisory Board
- Alcoa Stakeholder Reference Group – Kwinana Long Term Residue Management Strategy
- Beeliar Regional Park Advisory Committee
- Calista Primary School Board
- Citizens Advice Bureau Committee
- Cockburn Sound Management Council

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

- Communities Industries Forum
- Jandakot Botanic Regional Park Community Advisory Committee
- Kwinana Community Funding Program Panel
- Kwinana Senior Citizens Centre
- Local Government Association – South Metropolitan Zone
- Metropolitan Regional Road Group South West Sub Group
- South East Regional Centre for Urban Landcare (SERCUL)
- South West Group Board
- South West Group Technical Directors Committee
- South West Corridor Development Foundation (SWCDeF)
- South West Reference Group
- South Metropolitan Regional Group – Regional Executive Group Meeting
- WALGA Freight Policy Forum

LEGAL/POLICY IMPLICATIONS:**Elected Members and Officers Representing Council or the City as Delegates
Council Policy****3. Scope**

Elected Members and Officers representing Council or the City as delegates are not empowered to commit Council or the City to any course of action unless provided with specific authority of Council or until such time as Council has approved of such action through Council's normal process.

4. Policy Statement

- 4.1 Officers appointed to external committees or representing the City at any meeting other than Council meetings are to maintain close liaisons with Council.

Local Government Act 1995

Section 5.10(4) requires that if the Mayor informs the local government of his or her intention to be a member of a committee, then the local government is to appoint the Mayor to be a member of that committee.

Section 5.10(2) provides that at any given time, each Council member is entitled to be a member of at least one committee of Council. If the member is not a member of any other committee, they may nominate themselves to be a member of a committee and the local government is to make them a member.

FINANCIAL/BUDGET IMPLICATIONS:

Travel expenses may be incurred by representatives attending meetings and subsequently reimbursed in accordance with the Elected Members Allowances, Expenses and Gifts Council Policy. Additionally, the City has budgeted \$1,800 per meeting for Independent Audit Committee member fees.

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS**ASSET MANAGEMENT IMPLICATIONS:**

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Civic Leadership	5.1 An Active and engaged Local Government, focussed on achieving the community's vision

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	If Council does not have Elected Member representation on the Audit Committee, Executive Appraisal Committee, Local Emergency Management Advisory Committee and Bush Fire Advisory Committee the City would be in contravention of the <i>Local Government Act 1995</i> and / or the <i>Emergency Management Act 2005</i> and / or the <i>Bush Fires Act 1954</i> .
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	Prepared Council Report, to ensure the City sets, approves and endorses Council representatives to committees and organisations as required by the <i>Local Government Act 1995</i> and / or <i>Emergency Management Act 2005</i> and / or the <i>Bush Fires Act 1954</i> .
Rating (after treatment)	Low

Risk Event	Without Council representation on committees and organisations, there is a risk that the community will not be represented in decisions made by such committees and organisations or be provided with information that may affect the City of Kwinana.
Risk Theme	Inadequate engagement practices
Risk Effect/Impact	Service Delivery
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	Commenced the process of updating the register Council Representatives to Committees and Organisations and have prepared a Council Report, to ensure the City sets, approves and endorses.
Rating (after treatment)	Low

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

COUNCIL DECISION

008

MOVED CR W COOPER**SECONDED CR P FEASEY****That Council:**

1. Endorse the requirement of Elected Members attending meetings for external committees and organisations to provide a written report to all Elected Members on significant matters arising from these meetings.
2. Approve the Elected Member and City Officer appointments to external committees and organisations and Council committees as follows:

Audit Committee

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Matthew Rowse
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Merv Kearney

Audit Committee – Independent Audit Committee Member Appointment Selection Panel

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Matthew Rowse
City of Kwinana	Director City Legal (no voting rights)

Executive Appraisal Committee

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Matthew Rowse
Elected Member	Councillor Sandra Lee

Local Emergency Management Committee

Position / Organisation	Name
Elected Member – Chair	Councillor Matthew Rowse
Elected Member	Councillor Merv Kearney
Local Emergency Coordinator – Deputy Chair	Anthony Thompson – OIC of Kwinana Police

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Position / Organisation	Name
City of Kwinana	Manager Essential Services
City of Kwinana – Recovery Coordinator	Director City Legal
City of Kwinana – Local Welfare Liaison Coordinator	Manager Community Engagement
City of Kwinana – Executive Officer	Essential Services Administration Officer
City of Kwinana	Manager Environmental Health
City of Kwinana	Coordinator City Assist
Hazard Management and Support Agency	Department of Fire and Emergency Services Representative
Hazard Management and Support Agency	Department of Biodiversity, Conservation and Attractions Representative
Hazard Management and Support Agency	Rockingham/Kwinana SES Representative
Hazard Management and Support Agency	Department of Agriculture and Food WA Representative
Hazard Management and Support Agency	Department of Corrective Services Representative
Hazard Management and Support Agency	Western Power Representative
Hazard Management and Support Agency	Rockingham Sea Rescue Representative
Hazard Management and Support Agency	Department of Communities Representative
Hazard Management and Support Agency	Public Transport Authority Representative
Hazard Management and Support Agency	Rockingham Peel Group – Department of Health Representative
Hazard Management and Support Agency	Water Corporation Representative
Welfare Support Agency	Department of Communities
Welfare Support Agency	Red Cross Representative
Welfare Support Agency	Salvation Army Representative
Industry Representative	Kwinana Industries Council Representative
Community Representative	Ian Critchley, Graeme O'Brien, Lindsay Gates, Barry Tait

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Kwinana Local Recovery Committee

Position / Organisation	Name
Elected Member - Chair	Mayor Carol Adams
Elected Member – Executive Officer	Councillor Merv Kearney
Elected Member – Deputy Chair	Deputy Mayor Peter Feasey
Elected Member - Local Emergency Management Committee – Chair	Councillor Matthew Rowse
City of Kwinana – Recovery Coordinator	Director City Legal
City of Kwinana – Deputy Recovery Coordinator	Director City Business
Local Welfare Coordinator	Department of Communities
Kwinana Local Welfare Liaison Officer	Manager Community Engagement
Kwinana Animal Welfare Liaison Officer	Coordinator City Assist

Bush Fire Advisory Committee

Position / Organisation	Name
Elected Member	Councillor Matthew Rowse
Elected Member	Mayor Carol Adams
City of Kwinana	Chief Bush Fire Control Officer

Access and Inclusion Working Group

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Vacant
City of Kwinana	Manager Asset Management Services
City of Kwinana	Community Development Officer - Diversity
City of Kwinana	Landscape Architect
City of Kwinana	Building Surveyor
City of Kwinana	Library Operations Coordinator

Community Funding Panel

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
City of Kwinana	Director City Engagement

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Freeman Working Group

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Dennis Wood

Greening Fund Selection Panel

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sherilyn Wood
City of Kwinana	Director City Regulation
City of Kwinana	Bush Care Officer

Kwinana Conciliation Advisory Group

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Matthew Rowse

Local Commercial and Activity Centre Improvement Grant Funding Panel

Position / Organisation	Name
Elected Member	Councillor Sherilyn Wood
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Wendy Cooper

Local Events Fund Funding Group

Position / Organisation	Name
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Dennis Wood
Elected Member	Councillor Wendy Cooper

Multicultural Advisory Action Group

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Matthew Rowse
City of Kwinana	Representative from City Engagement Directorate

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Naming of Parks, Places and Buildings Working Group

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sherilyn Wood
Elected Member	Councillor Merv Kearney
Elected Member	Councillor Wendy Cooper
City of Kwinana	Director City Engagement
City of Kwinana Citizen of the Year	Changes annually

Alcoa Kwinana Refinery – Environmental Improvement Plan Advisory Board

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
City of Kwinana	Manager Environmental Health

Alcoa Stakeholder Reference Group – Kwinana Long Term Residue Management Strategy

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
City of Kwinana	Director City Regulation

Beeliar Regional Park Advisory Committee

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
City of Kwinana	Bush Care Officer

Cockburn Sound Management Council

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member - Proxy	Mayor Carol Adams

Communities Industries Forum

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member - Proxy	Mayor Carol Adams
Elected Member - Proxy	Councillor Sandra Lee

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Jandakot Botanic Regional Park Community Advisory Committee

Position / Organisation	Name
Elected Member	Vacant
City of Kwinana	Wetlands Officer

Joint Development Assessment Panel*

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Matthew Rowse
Elected Member - Proxy	Councillor Merv Kearney
Elected Member - Proxy	Councillor Wendy Cooper

*Note that the term is determined externally, with the term of the current Kwinana JDAP local member representatives (including Proxy's) not due to expire until 26 January 2020.

Kwinana Community Funding Program Panel

Position / Organisation	Name
Elected Member	Councillor Sherilyn Wood
Elected Member	Councillor Sandra Lee

Kwinana Senior Citizens Centre

Position / Organisation	Name
Elected Member	Deputy Mayor Peter Feasey
Elected Member - Proxy	Councillor Merv Kearney
Elected Member - Proxy	Mayor Carol Adams

Local Government Association – South Metropolitan Zone

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Matthew Rowse
Elected Member	Councillor Sandra Lee
City of Kwinana	Chief Executive Officer

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

Metropolitan Regional Road Group South West Sub Group

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member - PROXY	Vacant
City of Kwinana	Manager Engineering Services

South East Regional Centre for Urban Landcare (SERCUL)

Position / Organisation	Name
Elected Member	Vacant
City of Kwinana	Senior Environmental Planner

South West Group Board

Position / Organisation	Name
Elected Member	Mayor Carol Adams
City of Kwinana	Chief Executive Officer

South West Group Technical Directors Committee

Position / Organisation	Name
City of Kwinana	Director City Regulation
City of Kwinana	Director City Infrastructure

South West Corridor Development Foundation (SWCDeF)

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
Elected Member - Deputy	Councillor Sherilyn Wood

South West Reference Group

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member - Deputy	Councillor Matthew Rowse
City of Kwinana	Senior Environmental Planner

South Metropolitan Regional Council (SMRC)

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
City of Kwinana	Director City Regulation

16.4 APPOINTMENT OF COUNCIL REPRESENTATIVES TO COMMITTEES AND ORGANISATIONS

South Metropolitan Regional Group – Regional Executive Group Meeting

Position / Organisation	Name
City of Kwinana	Director City Regulation

WALGA Freight Policy Forum

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member - PROXY	Deputy Mayor Peter Feasey
City of Kwinana	Director City Infrastructure

3. That Council approve the following Elected Member nomination for the Local Government (Coastal) representative to the Peel Harvey Catchment Council:

Position / Organisation	Name
Elected Member	Vacant

4. That Council appoint Gaye McMath as an independent Audit Committee member with a contract term expiring on 31 December 2019 and remunerated \$1,800 per meeting.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL
8/0

NOTE – That the Officer Recommendation has been amended to include the nominated Elected Members names.

NOTE – That the Officer Recommendation has been amended with the removal of the Calista Primary School Board and the Kwinana Citizens Advice Bureau.

Audit Committee

Purpose of the Group:

The Audit Committee plays a key role in assisting an organisation to fulfil its corporate governance responsibilities in managing the affairs of the local government as required by Regulation 16 of the Local Government (Audit) Regulations 1996. This audit responsibility includes; financial reporting, risk management, compliance requirements, internal and external audits, the scope of which is detailed in the Audit Committee's Terms of Reference which are periodically reviewed and adopted by Council.

To enable this auditing requirement, the Audit Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to their Terms of Reference in order to facilitate informed decision making by Council.

Duties and responsibilities of the committee, as detailed in the Terms of Reference include:

- a) Develop and recommend to Council a list of those matters to be audited (in both the external financial and the internal operational audit)
- b) Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor.
- c) Develop and recommend to Council a written agreement for the appointment of the auditor. The agreement is to include:
 - the objectives of the audit;
 - the scope of the audit;
 - a plan of the audit;
 - details of the remuneration and expenses to be paid to the auditor; and the method to be used by the local government to communicate with and supply information to the auditor.
- d) Liaise with the CEO to ensure that the local government does everything in its power to:
 - assist the auditor to conduct the audit and carry out his or her other duties under the Local Government Act 1995; and
 - ensure that audits are conducted successfully and expeditiously.
- e) Examine the reports of the auditor after receiving a report from the CEO on the matters and:
 - determine if any matters raised require action to be taken by the local government; and
 - ensure that appropriate action be taken in respect of those matters.
- f) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or six months after the last report prepared by the auditor is received, whichever is the latest in time.
- g) At least every two calendar years, consider the report from the CEO on the appropriateness and effectiveness of a local government's systems and procedures in relation to risk management; internal control and legislative compliance.

AUDIT COMMITTEE CONTINUED...

Members:

Members of the Audit Committee:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Merv Kearney
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sheila Mills

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Council Chambers
Meeting commencement time:	5:30pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Audit Committee – Independent Audit Committee Member Appointment Selection Panel

Purpose of the Group:

To conduct the recruitment of the Independent Audit Committee Member and provide a recommendation of appointment of the preferred candidate to the position to the Audit Committee.

Members:

Members of the Audit Committee – Independent Audit Committee Member Appointment Selection Panel:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sheila Mills
City of Kwinana	Director City Legal (no voting rights)

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Council Chambers
Meeting commencement time:	
Meeting duration :	As required
Expenses:	
Sitting fee:	The Independent Audit Committee Member receives \$1,800 per meeting

Executive Appraisal Committee

Purpose of the Group:

The Executive Appraisal Committee plays a key role in the selection, performance appraisal and salary review of a Chief Executive Officer for the organisation and community. The selection and reviews are important processes due to impacting on the quality management and decision making in a local government.

Functions of the committee include:

To recommend appropriate action to Council on all matters relating to:

- The employment of the Chief Executive Officer
- Contract of employment to be offered to the Chief Executive Officer
- Performance appraisal and salary review of the Chief Executive Officer
- Assist (suggest) with the development of the Chief Executive Officer's Key Performance Indicators.

Members:

Members of the Executive Appraisal Committee:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Sheila Mills
Elected Member	Councillor Matthew Rowse

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Council Chambers
Meeting commencement time:	5:30pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Local Emergency Management Committee

The Local Emergency Management Committee has been established as it is a legislative requirement under the *Emergency Management Act 2005*.

Purpose of the Group:

The purpose of the Committee is to provide advice to Council on all matters relating to emergency management within the City of Kwinana.

To recommend appropriate action to Council on all matters relating to emergency management and to:

- Develop and maintain effective emergency management arrangements for the local area.
- Liaise with participating agencies in the development, review and testing of emergency management arrangements.
- Assist with the preparation and mitigation of emergency management operating procedures for application in the local area.
- Prepare an annual report on Committee activities for submission to the State Emergency Management Committee.
- Participate in the emergency risk management exercises.
- Carry out other emergency management functions as directed by the State Emergency Management Committee.

Members:

Members of the Local Emergency Management Committee:

Position / Organisation	Name
Elected Member – Chair	Councillor Dennis Wood
Elected Member	Councillor Matthew Rowse
Local Emergency Coordinator – Deputy Chair	Anthony Thompson – OIC of Kwinana Police
City of Kwinana	Manager Essential Services
City of Kwinana – Recovery Coordinator	Director City Legal
City of Kwinana – Local Welfare Liaison Coordinator	Manager Community Engagement
City of Kwinana – Executive Officer	Essential Services Administration Officer
City of Kwinana	Manager Environmental Health
City of Kwinana	Coordinator City Assist

LOCAL EMERGENCY MANAGEMENT COMMITTEE CONTINUED...

Position / Organisation	Name
Hazard Management and Support Agency	Department of Fire and Emergency Services Representative
Hazard Management and Support Agency	Department of Biodiversity, Conservation and Attractions Representative
Hazard Management and Support Agency	Rockingham/Kwinana SES Representative
Hazard Management and Support Agency	Department of Agriculture and Food WA Representative
Hazard Management and Support Agency	Department of Corrective Services Representative
Hazard Management and Support Agency	Western Power Representative
Hazard Management and Support Agency	Rockingham Sea Rescue Representative
Hazard Management and Support Agency	Department of Communities Representative
Hazard Management and Support Agency	Public Transport Authority Representative
Hazard Management and Support Agency	Rockingham Peel Group – Department of Health Representative
Hazard Management and Support Agency	Water Corporation Representative
Welfare Support Agency	Department of Communities
Welfare Support Agency	Red Cross Representative
Welfare Support Agency	Salvation Army Representative
Industry Representative	Kwinana Industries Council Representative
Community Representative	Ian Critchley, Graeme O'Brien, Lindsay Gates, Barry Tait

Meeting Information:

Meeting frequency:	Held quarterly on the second Tuesday of the month.
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	4:00pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Kwinana Local Recovery Committee

Responsible for the development, implementation and annual reviewing of the City of Kwinana's local emergency management arrangements in liaison with the Hazard Management Agencies, the Local Emergency Coordinator and other responsible State and Local government agencies and community members.

The City of Kwinana Local Recovery Committee Coordinator (LRCC) is appointed by the City of Kwinana.

Purpose of the Group:

The purpose of the Committee is to:

- Ensure the Local Emergency Management Arrangements are reviewed and maintained regularly
- Ensure that Local Recovery and Welfare Plans are prepared, maintained and tested regularly
- Provide ongoing reviews and assessment of the community recovery requirements in consultation with the HMA, LEC and other responsible state and local government agencies
- Coordinate and facilitate with key parties the requirements for the restoration of services and facilities in consultation with key state and local agencies as is required, including determination of the resources needed
- Provide ongoing assessments and facilitation of the recovery process and progress reports;
- Consult with the State Recovery Coordinator, where appointed, on issues where State level support is required or where there are identified problems with services from government agencies locally;
- Ensure that regular reports are provided to the State Recovery Coordinating Committee (SRCC) on the recovery progress; and
- As required conduct debriefs with all participating agencies and organisations as soon as possible after the event.

Members:

Members of the Kwinana Local Recovery Committee:

Position / Organisation	Name
Elected Member - Chair	Mayor Carol Adams
Elected Member – Executive Officer	Councillor Matthew Rowse
Elected Member – Deputy Chair	Councillor Sandra Lee
Elected Member - Local Emergency Management Committee – Chair	Councillor Dennis Wood
City of Kwinana – Recovery Coordinator	Director City Legal

KWINANA LOCAL RECOVERY COMMITTEE CONTINUED...

Position / Organisation	Name
City of Kwinana – Deputy Recovery Coordinator	Director City Business
Local Welfare Coordinator	Department of Communities
Kwinana Local Welfare Liaison Officer	Manager Community Engagement
Kwinana Animal Welfare Liaison Officer	Coordinator City Assist

Meeting Information:

Meeting frequency:	Quarterly (March, June, September, December). Meetings are held on the second Tuesday of the month.
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	4pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Bush Fire Advisory Committee

The Bush Fire Committee has been established as per section 67 of the *Bush Fires Act 1954*.

Purpose of the Group:

The purpose of the Committee is to provide advice to Council regarding all matters relating to the preventing, controlling and extinguishing of bush fires, the planning of the layout of fire breaks in the district, prosecutions for breaches of this Act, the formation of bush fire brigades and the grouping thereof under group brigade officers, ensuring of the cooperation and coordination of bush fire brigades in their efforts and activities and any other matter relating to bush fire control.

To recommend appropriate action to Council on all matters relating to bush fire management.

Members:

Members of the Bush Fire Advisory Committee:

Position / Organisation	Name
Elected Member	Councillor Matthew Rowse
Elected Member	Councillor Dennis Wood
City of Kwinana	Chief Bush Fire Control Officer
Deputy Chief Bush Fire Control Officer One	
Representative from Volunteer Bush Fire Association Mandogalup 1 st Lieutenant	
Representative from Volunteer Bush Fire Association Mandogalup 2 nd Lieutenant	
Representative from Volunteer Bush Fire Association Mandogalup 3 rd Lieutenant	
Representative from Volunteer Bush Fire Association Mandogalup 4 th Lieutenant	
Representative from Volunteer Bush Fire Association Kwinana South Captain	

BUSH FIRE ADVISORY COMMITTEE CONTINUED...

Position / Organisation	Name
Representative from Volunteer Bush Fire Association Kwinana South 1 st Lieutenant	
Representative from Volunteer Bush Fire Association Kwinana South 2 nd Lieutenant	
Representative from Volunteer Bush Fire Association Kwinana South 3 rd Lieutenant	
Representative from Volunteer Bush Fire Association Kwinana South 4 th Lieutenant	

Meeting Information:

Meeting frequency:	Bi-monthly (Elected Members are invited as required)
Meeting location:	Alternates between fire stations
Meeting commencement time:	7:00pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Access and Inclusion Working Group

(previously known as Disability Access and Inclusion Working Group)

Terms of Reference:

Kwinana will be a place “Rich in Spirit and Alive with Opportunity” - by creating an accessible community in which information, services, facilities, programs, decision-making processes and other activities are open and available to all residents.

Purpose of the Group:

The Access and Inclusion Working Group (AIWG) has been established to:

- Provide comment on the City of Kwinana’s own plans and strategies including the Disability Access and Inclusion Plan 2019-2021 (DAIP)
- Advocate for the special mobility requirements of people with disability, seniors and caregivers with prams.
- Provide representative input/advice on items referred to the working group by City of Kwinana administration, including but not limited to development applications, plans for special events, identified City-initiated projects or programs, and proposals for works on City-managed property

Members:

Members of Access and Inclusion Working Group:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Dennis Wood
City of Kwinana	Manager Asset Management Services
City of Kwinana	Community Development Officer - Diversity
City of Kwinana	Landscape Architect
City of Kwinana	Building Surveyor
City of Kwinana	Acting Manager Library Services
City of Kwinana	
City of Kwinana	
City of Kwinana	
City of Kwinana	
KEYS	
KEYS	
Community First	
Interchange WA	
ATE Lifeskills2Work	
Therapy Focus	
Community Member	

ACCESS AND INCLUSION WORKING GROUP CONTINUED ...

Community Member	
Community Member	
Community Member	
Community Member	
Community Member	

Meeting Information:

Meeting frequency: Bi-monthly
Meeting location: Darius Wells library and Resource Centre
Meeting commencement time: 4:00pm
Meeting duration : As required
Expenses: This is a volunteer role and no expenses are met by the group.
Sitting fee: Nil.

Community Funding Panel

Purpose of the Group:

To administer the provisions of the City of Kwinana Community Funding Policy which relate to:

- providing for generic, discretionary and small donations to any cause which merits the involvement of the City and which will be of direct benefit to the municipality, in instances where other grants are not suitable to available.
- entering into sponsorship arrangements with organisations or individuals to support new or existing programmes, services, facilities or events which contribute to the quality of life of residents of the City of Kwinana.

Members:

Members of the Community Funding Panel:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
City of Kwinana	Director City Engagement

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	To be advised
Meeting commencement time:	To be advised
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Freeman Working Group

Purpose of the Group:

The Freeman Working Group is only called when there is a nomination for a freeman position. There is a Council policy which states that any councillor who does two full terms as Mayor is automatically a Freeman.

Members:

Members of the Freeman Working Group:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Dennis Wood

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	As per schedule availability
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Greening Fund Selection Panel

Purpose of the Group:

The Greening Fund Selection Panel determine applications pursuant to the requirements of the Community Funding Policy, section 1.9 – The Greening Fund.

The green canopy of Kwinana is easily identifiable and valued by the residents of Kwinana. Kwinana has a relatively high retention rate of tree canopy for an urban area (comparable to some Western Suburbs). The Greening Fund has been provided by the State Government to create a fund for community groups to apply for funding to plant trees native to the Perth metropolitan area or undertake other projects aimed at preserving or rehabilitating natural bushland. The Fund is for community groups to green up spaces special to them.

Members:

Members of the Greening Fund Selection Panel:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Sandra Lee
City of Kwinana	Director City Regulation
City of Kwinana	Bush Care Officer

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	As per schedule availability
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Kwinana Conciliation Advisory Group

Purpose of the Group:

The City of Kwinana's Conciliation Action Plan (CAP) aims to optimise the way in which the City engages with Aboriginal and Torres Strait Islander peoples in Kwinana and places its focus on building relationships, fostering respect and developing opportunities.

The Kwinana Conciliation Advisory Group (KCAG) guides and monitors the implementation of the Kwinana Conciliation Action Plan (CAP). It also provides advice to the City of Kwinana on issues relating to communities and peoples of an Aboriginal and Torres Strait Islander background.

Members:

Members of the Kwinana Conciliation Advisory Group:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Matthew Rowse

Membership of the KCAG is comprised of identified people who have a connection to the Aboriginal and Torres Strait Islander communities in Kwinana, as determined by the Group.

The Group will be comprised of a minimum of four and a maximum of 15 members.

Members will include:

- Councillors of the City of Kwinana
- Staff of the City of Kwinana
- Youth female
- Youth male
- Elders
- Community members
- Key service providers or interested organisations as associate members (non-voting rights) for example, Relationships Australia and Department of Child Protection.

Meeting Information:

Meeting frequency:	As determined by the Group
Meeting location:	Various within the City of Kwinana
Meeting commencement time:	As per member availability
Meeting duration :	1.5 hours
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Local Commercial and Activity Centre Improvement Grant Funding Panel

Purpose of the Group:

The Local Commercial and Activity Centre Improvement Grant Funding Panel is to make decisions regarding the disbursement of funds in accordance with the Local Commercial and Activity Centre Improvement Grant Funding Council Policy.

Members:

Members of the Local Commercial and Activity Centre Improvement Grant Funding Panel:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sheila Mills

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	As per schedule availability
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Local Events Fund Funding Panel

(previously known as Placed Based Community Events Fund Funding Panel)

Purpose of the Group:

To assist community groups to enhance community life and strengthen community connections through the provision of financial grants for the hosting of local, place based and Neighbor Day community events.

Members:

Members of the Local Events Fund Funding Panel:

Position / Organisation	Name
Elected Member	Deputy Mayor Peter Feasey
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Dennis Wood

Meeting Information:

Meeting frequency:	To be held as required
Meeting location:	
Meeting commencement time:	
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil

Multicultural Advisory Action Group

Purpose of the Group:

Multiculturalism is at the heart of Australia's national identity and intrinsic to Australia's history and character. It has many social benefits, such as increasing tolerance; and psychological benefits, such as facilitating greater cognitive complexity, flexibility and creativity. Further, it contributes to resilience and innovation, and the development of thriving, vibrant, contemporary communities.

The City has demonstrated a strong commitment to multiculturalism in recent years through: (1) the presentation of multicultural events (2) the provision of funding for multicultural organisations through the Community Development Fund; and (3) the provision of subsidised tenancies to multicultural organisations at community facilities.

The City has developed the Multicultural Action Plan and an overarching Multicultural Policy. Aligned to the Government of Western Australia's Multicultural Planning Framework, these documents provide strategic focus in relation to fostering participation, equity and opportunity. Participation refers to full participation by diverse residents in social, economic and cultural life; equity refers to the removal of barriers to equity experienced by diverse residents; and opportunity refers to the benefits of Kwinana's cultural and linguistic diversity.

The Multicultural Advisory Action Group consists of two elected members and five or more community and service provider representatives.

Members:

Members of the Multicultural Advisory Action Group:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Matthew Rowse
City of Kwinana	Representative from City Engagement Directorate

Meeting Information:

Meeting frequency:	Every two months
Meeting location:	Darius Wells Library and Resource Centre
Meeting commencement time:	5:45pm
Meeting duration :	As required
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Naming of Parks, Places and Buildings Working Group

Purpose of the Group:

To consider community suggestions, Officers research and other local information and provide recommendations to Council on appropriate names for new parks, places and buildings

Members:

Members of the Naming of Parks, Places and Buildings Working Group:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Wendy Cooper
Elected Member	Councillor Merv Kearney
Elected Member	Councillor Matthew Rowse
City of Kwinana	Director City Engagement
City of Kwinana Citizen of the Year	Changes annually

Meeting Information:

Meeting frequency:	As required
Meeting location:	City of Kwinana Administration Building
Meeting commencement time:	5:00pm
Meeting duration :	As required
Expenses:	This is a volunteer role and no expenses are met by the group.
Sitting fee:	Nil.

Council Representatives on External Committees

Alcoa Kwinana Refinery – Environmental Improvement Plan Advisory Committee

Purpose of the Group:

Works closely with the communities in which ALCOA operate, to establish targets for environmental improvement and subsequently devise actions to achieve those targets. Local and State Government representatives and environmental regulators also have significant input into the Environmental Improvement Plans (EIPs).

Members:

Members of the Alcoa Kwinana Refinery – Environmental Improvement Plan Advisory Committee:

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
City of Kwinana	Manager Environmental Health

Meeting Information:

Meeting frequency:

Meeting location: Alcoa, Kwinana

Meeting commencement time:

Meeting duration :

Expenses: The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee: Nil

Alcoa Stakeholder Reference Group – Kwinana Long Term Residue Management Strategy Stakeholder Reference Group

Purpose of the Group:

To review specific projects that require a more intense level of community involvement.

The Long Term Residue Management Strategy is designed to inform local and state governments and the wider community of Alcoa's long term management strategies and commitments for a sustainable future in residue management. In particular, it outlines the current and short term (5 – 7 year) and mid-term (25 year) management strategies for residue, including issues such as:

- Where future residue areas will be located;
- The proposed height requirements for the residue areas; and
- How environmental risks associated with residue storage will be managed.

Members:

Members of the Alcoa Stakeholder Reference Group – Kwinana Long Term Residue Management Strategy:

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
City of Kwinana	Director City Regulation

Meeting Information:

Meeting frequency:	Fortnightly from August through to October
Meeting location:	Alcoa, Kwinana
Meeting commencement time:	
Meeting duration :	
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Beeliar Regional Park Advisory Committee

Purpose of the Group:

To provide members of the community, State agencies, LGs and other organisations managing sections of Beeliar Regional Park a forum to formally discuss matters relating to the management of the Regional Park and implementation of the Beeliar Regional Park Management Plan.

Members:

Members of the Beeliar Regional Park Advisory Committee:

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
City of Kwinana	Bush Care Officer

Meeting Information:

Meeting frequency:	Quarterly
Meeting location:	Cockburn Wetlands Centre
Meeting commencement time:	4pm
Meeting duration :	2 hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Calista Primary School Board

Purpose of the Group:

As an independent public school the School Board has a role in endorsing the school's planning and programs, ensuring transparency in financial management and evaluating the school's performance.

Members:

Members of the Calista Primary School Board:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper

Meeting Information:

Meeting frequency:	Twice per term, Tuesday of week four and eight of each term
Meeting location:	Calista Primary
Meeting commencement time:	3:00pm
Meeting duration :	As required
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Citizens Advice Bureau Committee

Purpose of the Group:

The Citizens Advice Bureau of WA (Inc) provides a free information and referral service for all sectors of the community, as well as a legal service (a small booking fee is charged), a mediation service (fees are charged), tax help (from July to October) and specialist advice on taxation/financial matters.

The Bureau is a non profit, non political, non sectarian agency funded mainly through the State Government Department for Child Protection and Family Support, the Department of Justice and other donations and sale of resource materials.

The Citizens Advice Bureau was first established in WA on 19 March 1963 with the inaugural director, Mrs Gwen Rushton through the generosity of the Late Mr Frank Boan who provided an office within Boans Department Store. Over the years the Bureau has developed into an organisation staffed by a small number of full time and part time employees and a very large group of volunteers (including lawyers, advisers and mediators). The Bureau operates from its Perth office and ten branches throughout the State in Albany, Bunbury, Busselton, Esperance, Fremantle, Joondalup, Kwinana, Mandurah, Midland and Rockingham.

Members:

Members of the Citizens Advice Bureau Committee:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Merv Kearney

Meeting Information:

Meeting frequency:	Monthly
Meeting location:	Kwinana Branch
Meeting commencement time:	As advised
Meeting duration :	As required
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Cockburn Sound Management Council

Purpose of the Group:

The Cockburn Sound Management Council was established in August 2000 to coordinate environmental planning and management of Cockburn Sound and its catchment.

The Management Council comprises 23 members who represent the community; recreation and conservation groups; industry; and Commonwealth, State and local governments.

Mission:

The Council was established in response to increasing pressures on Cockburn Sound, which is the most intensively used marine embayment in Western Australia

Members:

Members of the Cockburn Sound Management Committee:

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member - PROXY	Mayor Carol Adams

Meeting Information:

Meeting frequency:	Quarterly
Meeting location:	Rockingham Yacht Club
Meeting commencement time:	
Meeting duration :	3 Hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

Communities Industry Forum

Purpose of the Group:

The purpose of the Forum is to build a bridge of understanding between local industries and the community.

Mission:

To build a better community where the community is proud of local industries and the whole community feels and is safe

Members:

Members of the Communities Industry Forum:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
Elected Member - PROXY	Councillor Sandra Lee
Elected Member - PROXY	Councillor Dennis Wood

Meeting Information:

Meeting frequency:	Meetings are held on the first Tuesday of February, May, August and November
Meeting location:	Kwinana Recquatic Centre
Meeting commencement time:	5:30pm
Meeting duration :	As required
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

Jandakot Botanic Regional Park Community Advisory Committee

Purpose of the Group:

The Committee is part of the State Government's policy to ensure that the community is involved in creating and managing regional parks in the metropolitan area. The Committee's main task is to assist in identifying major issues and preparing a future direction for the park. The Committee comprises of local representatives interested in the progress of the development of the Jandakot Botanical Park and its associated future management plan.

Members:

Members of the Jandakot Botanic Regional Park Community Advisory Committee:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
City of Kwinana	Wetlands Officer

Meeting Information:

Meeting frequency:	Meets as required
Meeting location:	Cockburn Wetland Education Centre
Meeting commencement time:	As required
Meeting duration :	As required
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Joint Development Assessment Panel

Purpose of the Group:

A key component of planning reform in Western Australia, Development Assessment Panels (DAPs) are intended to enhance planning expertise in decision making by improving the balance between technical advice and local knowledge.

Each DAP consists of five panel members, three being specialist members and two local government councillors

Mission:

Under the Development Assessment Panel (DAP) regulations, each DAP will determine development applications that meet set type and value thresholds as if it were the responsible authority under the relevant planning instrument, such as the local planning scheme or region planning scheme. The DAP regulations state that DAP applications cannot be determined by local government or the Western Australian Planning Commission (WAPC).

The role of DAP members is to determine development applications within a certain type and value threshold through consistent, accountable, and professional decision-making.

JDAPs are established to service two or more local governments. There will be 14 JDAPs in Western Australia. To find out the JDAP groups, refer to the Metropolitan DAPs or Regional DAPs.

Members:

Members of the Joint Development Assessment Panel:

Position / Organisation	Name
Elected Member	Councillor Sheila Mills
Elected Member	Councillor Dennis Wood
Elected Member - PROXY	Councillor Wendy Cooper
Elected Member - PROXY	Councillor Matthew Rowse

***Please note that the term is determined externally**

Meeting Information:

Meeting frequency:	As required
Meeting location:	Varies
Meeting commencement time:	
Meeting duration :	As required
Expenses:	Members are entitled to be reimbursed for travel expenses to attend meetings in accordance with the Public Sector Commissioner's Circular 2009-20.
Sitting fee:	Members are eligible to be paid sitting and training fees in accordance with <i>Planning and Development (Development Assessment Panels) Regulations 2011</i> , Schedule 2 – Fees for DAP Members.

Kwinana Community Funding Program Panel

Purpose of the Group:

The Kwinana Community Funding Program aims to encourage local community organisations to engage in capacity building and community engagement projects such as running events, groups, art projects, workshops and training courses. Groups can also apply for funding for minor equipment such as sporting equipment, gardening tools, furniture or trailers.

Members:

Members of the Kwinana Community Funding Program Panel:

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sheila Mills

Meeting Information:

Meeting frequency:	Twice per year
Meeting location:	To be advised
Meeting commencement time:	To be advised
Meeting duration :	To be advised
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Kwinana Senior Citizens Centre

Purpose of the Group:

- 1) Operate the Kwinana Senior Citizens Centre, a Centre predominantly for the benefit of persons aged 55 years and over.
- 2) Provide facilities and services, and encourage programmes, activities and contributions both within and outside the Centre for the wellbeing and enjoyment of the members, their carers and their community.
- 3) Ensure that the activities and operations of the Centre are consistent with the principles of access, equity and participation.
- 4) Facilitate collaboration within and between older people's organisations, aged services agencies, Government, the private sector and community groups in work to improve wellbeing and service delivery to older people.
- 5) Foster public interest and support to promote and achieve the Association's vision.
- 6) Do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

Members:

Members of the Kwinana Senior Citizens Centre:

Position / Organisation	Name
Elected Member	Deputy Mayor Peter Feasey
Elected Member - PROXY	Mayor Carol Adams
Elected Member - PROXY	Councillor Dennis Wood

Meeting Information:

Meeting frequency:

Meeting location:

Kwinana Senior Citizens Centre

Meeting commencement time:

Meeting duration :

Expenses:

The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee:

Local Government Association - South Metropolitan Zone

Purpose of the Group:

Groups of geographically aligned members.

Responsible for:

- Direct elections of State Councillors
- Input into policy formulation
- Advise on matters

Members:

Members of the Local Government Association - South Metropolitan Zone:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Sheila Mills
City of Kwinana	Chief Executive Officer

Meeting Information:

Meeting frequency:	Bi Monthly
Meeting location:	Varies
Meeting commencement time:	5:30pm
Meeting duration :	2 hours, dinner is provided
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	Nil

Metropolitan Regional Road Group South West Sub Group

Purpose of the Group:

The Metropolitan Regional Road Group South West sub group assists the Metropolitan Regional Road Group when managing and considering local road issues for the following local governments:

- City of Kwinana
- City of Cockburn
- Town of East Fremantle
- City of Fremantle
- City of Melville
- City of Rockingham

The Metropolitan Regional Road Group South West sub group are to meet regularly and at least twice per annum. Each local government is to have an elected member and technical representative. A compulsory item on the agenda is the status of claims for Main Roads Metropolitan Regional Road Group projects. Quarterly Expenditure Reports are reviewed at these meetings and the group is supported by a Main Roads Western Australia support staff member. The elected member is the voting representative and has one vote for each recommendation at the MRRG meetings.

Members:

Members of the Metropolitan Regional Road Group South West Sub Group:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member - PROXY	Councillor Sheila Mills
City of Kwinana	Manager Engineering Services

Meeting Information:

Meeting frequency:

Meeting location:

Meeting commencement time:

Meeting duration :

Expenses:

The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee:

Peel Harvey Catchment Council (Nominated Position)

Purpose of the Group:

The Peel-Harvey Catchment Council (PHCC) invites you to nominate one of your Elected Members to be a Member or Deputy Member of the PHCC. Applications are considered by an Independent Panel who make a recommendation to the PHCC. The PHCC would make their determination and endorsement at their December meeting. The successful applicant will become the Local Government Member (or Deputy), representing all coastal local governments within the Peel-Harvey Catchment.

Members are expected to be active ambassadors and contribute beyond general meeting attendance, on behalf of all Coastal Councils. It is a dedicated group with representation from community, industry and government

Applications are requested in writing, with endorsement from Council, outlining the applicant's reasons for nominating and the knowledge and experience in relation to natural resource management, local government, board governance, strategic planning and/or any other relevant skills that they can bring to the PHCC.

The term of tenure will be four years, plenty of time to make a significant impact for the local environment.

Members:

Ten community members, joining forces with two local government members, one representative from each of the main State agencies with environmental responsibilities and the Peel Development Commission.

Members of the Peel Harvey Catchment Council:

Position / Organisation	Name
Elected Member	

Meeting Information:

Meeting frequency:	Six times a year, usually on the third Thursday of every second month
Meeting location:	
Meeting commencement time:	
Meeting duration :	As required
Expenses:	Travel expenses reimbursed by the Peel-Harvey Catchment Council at the rate of 66 cents per km as per ATO rates.
Sitting fee:	Nil.

South East Regional Centre for Urban Landcare (SERCUL)

Purpose of the Group:

SERCUL comprises a committee made up of community members, local governments and State agencies; staff that work under regional programs and the Landcare Centre (known as Yule Brook Homestead).

Mission:

Staff work with the SERCUL Sub-Regional Strategy to implement goals in the south region of Perth from programs focused on the broader Swan Canning Catchment including the Swan Region Strategy, Swan Canning Water Quality Improvement Plan and the Healthy Rivers Program.

Members:

Members of the South East Regional Centre for Urban Landcare:

Position / Organisation	Name
Elected Member	Vacant
City of Kwinana	Senior Environmental Planner

Meeting Information:

Meeting frequency: Quarterly

Meeting location:

Meeting commencement time:

Meeting duration :

Expenses: The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee:

South West Group Board

Purpose of the Group:

As one of the fastest growing and diverse regions of Western Australia, the South West Metropolitan Region of Perth offers many exciting business development and lifestyle opportunities.

The South West Group of Local Authorities works to capitalise on these opportunities and to promote sustainable economic growth for the benefit of local communities

Members:

Members of the South West Group Board:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
City of Kwinana	Chief Executive Officer

Meeting Information:

Meeting frequency:	Bi Monthly
Meeting location:	Varies
Meeting commencement time:	3:30pm
Meeting duration :	2 hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

South West Group Technical Directors Committee

Purpose of the Group:

- To provide technical advice on planning and engineering matters affecting the South West Metropolitan Region
- To provide a forum to discuss regional issues with a focus on planning communities and transport related initiatives
- To provide input into submissions prepared by the South West Group in response to planning and engineering strategies, plans and policies
- Provide advice on areas of Local Government activity related to planning and engineering
- To put forward regional planning and engineering issues likely to be of interest to the CEOs Forum and Board
- To develop technical related proposals on future project activity, policies and procedures for the South West Group

Members:

Members of the South West Group Technical Directors Committee:

Position / Organisation	Name
City of Kwinana	Director City Regulation
City of Kwinana	Director City Infrastructure

Meeting Information:

Meeting frequency:	Every 3 months
Meeting location:	Varies
Meeting commencement time:	
Meeting duration :	2 Hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

South West Corridor Development Foundation (SWCDeF)

Purpose of the Group:

SWCDeF acts as a project facilitation entity for the South West Group and as a coordinating body bringing together industry development activity, industry representative bodies, service providers, government, and government agencies.

Members:

Members of the South West Corridor Development Foundation:

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
Elected Member - Deputy	Vacant

Meeting Information:

Meeting frequency:	Bi Monthly
Meeting location:	Varies
Meeting commencement time:	4:20pm
Meeting duration :	1 ½ hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

South West Reference Group

Purpose of the Group:

- To determine the requirements and a pathway for the South West Group and member Councils to collectively undertake regional natural resource and environmental management activities and raise its profile in negotiations with the State and Australian Governments
- To develop a Regional NRM Strategy that links all of the NRM and environmental work being undertaken by the member Councils to better share limited resources, identify priority projects and attract additional funding for NRM activity that benefits the region and the environment.
- To develop an NRM Governance Model and Business Plan that clarifies the National and State NRM context and establishes a framework for the South West Group and member Councils to work together on regional NRM activities and projects.
- To identify and develop required planning layers (Green Map and Blue Map) that link to, and support, planning processes through the Metropolitan Region Scheme and local planning schemes to achieve a sustainable diversity of natural land uses and public amenity for the South West Metropolitan Region.

Members:

Members of the South West Reference Group:

Position / Organisation	Name
Elected Member	Councillor Sandra Lee
Elected Member	Councillor Matthew Rowse - DEPUTY
City of Kwinana	Manager Environment

Meeting Information:

Meeting frequency:	Quarterly or as decided by the group
Meeting location:	Varies
Meeting commencement time:	12:00pm
Meeting duration :	3 hours
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

South Metropolitan Regional Council (SMRC)

Purpose of the Group:

This Regional Council is established by Agreement of Member Councils under the *Local Government Act 1995* and is for the purpose of “Leading in Sustainable Recycling and Climate Change Solutions”

Mission:

The SMRC’s vision is to lead in sustainable recycling and climate change solutions.

In 1998 the SMRC adopted a Regional Waste Management Strategy that led to the development and implementation of a regional waste collection system and a Regional Resource Recovery Centre (RRRC), designed to recover household waste generated within its boundaries.

The SMRC's three strategic focus areas and environmental goals encompass: (SMRC Strategic Community Plan 2016 -2026)

- Resource Recovery
- Business Sustainability
- Community and Stakeholder Relationships

The Regional Waste Management Strategy aims to dramatically reduce household material sent to landfill by combining world leading technology with a simple, community friendly collection system.

Prior to implementing this strategy, the SMRC's member Councils had no viable way to dispose of collected waste that allowed for greenhouse gas abatement.

The \$100,000,000 facility known as the RRRC is based in Canning Vale. It is operated by the SMRC and it uses state of the art technology and infrastructure to process waste and recover recyclables for reuse.

The SMRC's role is critical for the future of sustainable waste management, research and development in the southern regions of Perth.

Members:

Members of the South Metropolitan Regional Council:

Position / Organisation	Name
Elected Member	Councillor Wendy Cooper
City of Kwinana	Manager Environmental Health

Meeting Information:

Meeting frequency:

1. Council meeting bi monthly on the last Thursday of the month, commencing November 2019,
2. RRRC Committee meet on the second Wednesday of the month
3. Audit and Risk Committee meets quarterly on a Monday commencing at 5.00pm, and
4. The CEO Performance Committee meets on an as needs basis.
5. Various other meetings and briefing sessions are held on an as needed basis as determined by the Council

Meeting location:

1. Briefing meetings are held at Canning Vale at SMRC RRRC Bannister Road Canning Vale,
2. SMRC Office 9 Aldous Place, Booragoon and at each member Council's chamber on a rotational basis bi-monthly commencing February

Meeting commencement time:

1. RRRC Committee, commence at 3:30pm
2. Audit and Risk Committee, commence at 5.00pm
3. Council meetings commence 5pm at the Council Chambers of nominated member Council.

Meeting duration :

Average meeting time is two hours but may vary depending on the complexity of the agenda

Expenses:

The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee:

The Regional Council decides and adopts the fees set out in the Local Government Act and Regulations and the Salaries and Allowances Tribunal determination for Regional Local Governments. The current adopted fees for regional councillors are \$660 per month.

Southern Metropolitan Regional Group - Regional Executive Group Meeting

Purpose of the Group:

The Southern Metropolitan Regional Council (SMRC) is a statutory local government authority established in 1991 by local governments in the southern part of metropolitan Perth. The SMRC is responsible for delivering innovative and sustainable waste management solutions for the benefit of our communities and the environment.

Members:

Our South Metropolitan Regional Council (SMRC) is –
 Town East Fremantle
 City of Fremantle
 City of Kwinana
 City of Melville

The SMRC region encompasses 340 square kilometres within Perth's southern metropolitan area and has a combined population of over 275,000 people.

Members of the Southern Metropolitan Regional Group - Regional Executive Group Meeting:

Position / Organisation	Name
City of Kwinana	Manager Environmental Health

Meeting Information:

Meeting frequency:	Bi monthly January to November
Meeting location:	SMRC Booragoon Office
Meeting commencement time:	12 Noon Friday as designated
Meeting duration :	Generally 2 hours but can vary depending on the meeting and agenda complexity
Expenses:	The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy
Sitting fee:	

WALGA Freight Policy Forum

Purpose of the Group:

The WALGA Freight Policy Forum focuses on the agricultural areas of Western Australia and their links to ports. There are no set meeting dates and meetings will be convened when required, depending on the project, and attendance can be in person or via teleconferencing. The following is an extract of their objectives stated in their Terms of Reference:

Defining the Freight Network

- i) Develop processes and recommendations that, when implemented, will ensure that there is an integrated freight network across State and Local Government roads, and across Local Government boundaries.
- ii) Consider and make recommendations for the regulations, policies and enforcement approaches that will enable Local Governments to efficiently manage the freight network, with particular focus on arrangements governing the use of "Restricted Access Vehicles."
- iii) Inform a collective Local Government perspective and engage with industry (including major freight consignors / receivers, Main Roads WA, Department of Transport and Regional Development Commissions) to plan the freight network and associated infrastructure to ensure alignment between public and private investments.

Funding the Freight Network

- i) The Policy Forum will act as a steering group to develop and oversee a project that will audit the current road standards on freight routes and determine the cost of upgrades and maintenance required to handle the freight task and meet accepted standards. Previous studies have adopted benchmark costs and desktop studies to estimate the costs of upgrading and maintaining roads to provide for the required freight task. These approaches which do not consider the existing condition of the road are limited.
- ii) WALGA has developed a new tool to assist Local Governments calculate the cost of the additional wear on sealed roads from an identified freight task. These costs are not explicitly considered by a freight consignor in (for example) deciding whether to choose rail or road transport, or where to locate a freight hub. The Policy Forum will consider and provide advice concerning the application of these tools across the Local Government sector and changes to the regulatory environment that may be required to support Local Governments in negotiating the recoup of costs where appropriate.

Members:

WALGA will determine whether Council's nominated delegates are accepted onto the Freight Policy Forum.

Members of the WALGA Freight Policy Forum:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member - PROXY	Councillor Sheila Mills
City of Kwinana	Manager Engineering Services

Meeting Information:

Meeting frequency:

Meeting location:

Meeting commencement time:

Meeting duration :

Expenses:

The City will meet travel expenses as per the City's
Elected Members Allowances, Expenses and Gifts Policy

Sitting fee:

Western Australian Local Government Association Annual General Meeting

Purpose of the Group:

Represent and vote on behalf of the City of Kwinana at the Western Australian Local Government Association Annual General Meeting.

Members:

Decided annually by Council when the agenda has been issued by the Western Australian Local Government Association.

Members of the 2019 Western Australian Local Government Association Annual General Meeting:

Position / Organisation	Name
Elected Member	Mayor Carol Adams
Elected Member	Councillor Sandra Lee
Elected Member - PROXY	Councillor Dennis Wood
Elected Member - PROXY	Councillor Matthew Rowse

Meeting Information:

Meeting frequency: Annually

Meeting location:

Meeting commencement time:

Meeting duration :

Expenses: The City will meet travel expenses as per the City's Elected Members Allowances, Expenses and Gifts Policy

Sitting fee: Nil

Our Ref: FD/Corporate/Council Liaison

14 October 2019

APPOINTMENT OF ELECTED MEMBERS TO THE REGIONAL COUNCIL

Following Local Government elections, it is customary for Participant Councils to appoint or re-appoint members to the Regional Council.

I provide below the SMRC's Establishment Agreement appointment and tenure clauses, Councillor annual fees and allowances and council meeting dates that may assist you in providing information to councillors about the Regional Council.

If possible, we would like to receive written notice of your council appointed member prior to Thursday 24 October 2019 to allow us time to appoint a Chair.

Appointment of Members (Clause 7.1)

A participant local government is to appoint one member of the participant to be a member of the council of the Southern Metropolitan Regional Council. Please note, we do not have provision for more than one or deputy members under the Establishment Agreement.

Tenure of Members of the Council (Clause 7.2)

The tenure of existing members of the regional council shall hold office until the member ceases to be an elected member of the Council of the participant local government or until the member is removed by the participant.

Election of Chairperson & Deputy Chairperson (Clause 7.3)

The members appointed to the Regional Council shall elect a Chairperson and Deputy Chairperson for a two-year term.

Should you require any further information, please contact Mr Chris Wiggins Executive Manager Corporate Services on 9329 2700.

TIM YOUÉ
CHIEF EXECUTIVE OFFICER

Regional Councillor Annual Fees and Allowances 2019/20

The Regional Council decides and adopts the fees set out in the Local Government Act and Regulations and the Salaries and Allowances Tribunal determination for Regional Local Governments.

The current adopted fees for regional councillors are \$660 per month.
The appointed Chair is paid an additional allowance.

Fees are paid in arrears at the end of each month directly into councillors' bank accounts.

Meetings

The SMRC may have approximately **15 meetings per year** as well as other industry external working groups and committees. The membership role demands a high level of commitment and time.

As a guide, SMRC has the following formal meeting structure:

- Ordinary Council meetings (5 per year)
- Audit & Risk Committee (2 per year)
- RRRC Project Committee (as required)
- CEO Performance Committee (1 per year)
- Special Council Meetings (as required)
- Information Briefing Sessions (as required)

As a guide the formal meetings dates in a year are as follows:

Month	Council Meeting 5:00pm	RRRC Committee 3.30pm	Audit & Risk Committee 5:00pm
November 2019	Thursday 28	Wednesday 13	Monday 18
February 2020	Thursday 27	Wednesday 12	
March		Wednesday 11	
April	Thursday 30	Wednesday 8	
May		Wednesday 13	Monday 18
June	Thursday 25	Wednesday 10	
July			
August	Thursday 27		
September			
October			Monday 12
November 2020	Thursday 26	Monday 19 th	Monday 19 th

Enquiries: Jane O'Malley
Our Ref: 099_2019_0903
File No: BO_M_100

3 September 2019



Mrs Joanne Abbiss
Chief Executive Officer
City of Kwinana
PO Box 21
KWINANA WA 6167

Dear Joanne

Call for Nomination for Local Government Representation (Coastal) on the Peel-Harvey Catchment Council – closes 10am Thursday 21 November 2019

After the completion of the October Local Government elections, the Peel-Harvey Catchment Council (PHCC) invites you to nominate one of your Elected Members to be a Member or Deputy Member of the PHCC. Applications are considered by an independent panel that makes a recommendation to the PHCC. The PHCC makes their determination and endorsement at the December meeting. The successful applicant will become the Local Government Member (or Deputy), representing all Coastal local governments within the Peel-Harvey Catchment.

I have attached a copy of our Strategic Directions, Annual Report, our Constitution and a map of the Catchment to assist you to select a nominee who has the capacity and ability to help meet our vision for the Peel-Harvey Catchment.

The PHCC hold formal meetings a minimum of six times a year, usually on the third Thursday of every second month, with travel costs for these meetings being reimbursed by the PHCC. Members are expected to be active ambassadors and contribute beyond general meeting attendance, on behalf of all Coastal Councils. The successful applicant will be provided clarity as to these expectations via an induction process and mentoring.

If you choose to nominate an Elected Member and he or she is successful, your nominee will be joining a dedicated group with representation from community, industry and government. Selection will be made via a recommendation from an independent panel to the 12 December meeting of the PHCC.

Applications are requested in writing on the attached form, with endorsement from Council, outlining the applicant's reasons for nominating and their knowledge and experience in relation to natural resource management, local government, board governance, strategic planning and/or any other relevant skills that they can bring to the PHCC.

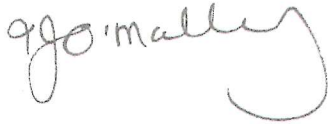
58 Sutton Street, Mandurah
Western Australia 6210
T: +61 8 6369 8800

www.peel-harvey.org.au

If you would like to nominate a representative, please ensure we receive your nomination by **10am Thursday 21 November 2019**. Please don't hesitate to contact myself or Patricia Sutton on 6369 8800 or email jane.omalley@peel-harvey.org.au if you would like any further information.

I look forward to hearing from you.

Yours sincerely



Jane O'Malley
Chief Executive Officer

Enc.

1. *Nomination Form*
2. *Strategic Directions*
3. *Annual Report*
4. *Constitution*
5. *Map of Peel-Harvey Catchment*



Join a Team that Really Makes a Difference!

Nomination for Local Government
Representative

The Peel-Harvey Catchment Council (PHCC) is seeking suitably qualified councilors to nominate for the position of Local Government Representative on the PHCC Board.

If you tick any, or many of the following boxes, you may be just what we are looking for:

- ☐ Knowledge, interest and understanding of the ecological principles of natural resource management
- ☐ Experience and expertise in sustainable natural resource management practice
- ☐ Knowledge of social, economic, environmental and/or indigenous issues in the Peel-Harvey Catchment
- ☐ Experience in coordinating and managing projects or businesses
- ☐ Experience in legislative programs or environmental policy framing
- ☐ Ability to communicate and use community networks effectively
- ☐ Ability to analyse and work strategically across a wide range of complex integrated issues
- ☐ Knowledge and experience in financial management

The term of your tenure will be two years, plenty of time to make a significant impact for the local environment.

If successful, you will be one two local government members, ten community members, one representative from each of the main State agencies with environmental responsibilities and the Peel Development Commission. Meetings are held on the third Thursday of every second month. Some recompense is made for the cost of travel to meetings.

As part of the nomination process, we ask that you provide a letter addressing the selection criteria and complete the 'Self-Assessment' over the page using the assessment levels below:

- VERY HIGH** Supported with demonstrated, significant professional experience or extensive, practical experience in the area and/or relevant qualification/s
- HIGH** Supported with demonstrated, professional experience or significant, practical experience in the area and/or relevant qualification/s
- MEDIUM** Supported with demonstrated practical experience in the area
- LOW** Some practical experience in the area
- NONE** Awareness/Interest only with no practical experience. Little or no knowledge or skill in the area

Refer to the 'Self-Assessment Guide' below for more information about the requirements of each level as it applies.

VERY HIGH	HIGH as for MEDIUM but also	MEDIUM	LOW
A Post Graduate Degree or higher qualification in a related discipline and at least 8 years of professional experience.	A Degree or Diploma / Certificate in a related discipline and / or at least 5 year's experience.	At least 3 years practical experience the Natural Resource Management Sector.	Some practical experience (including volunteering) in the Natural Resource Management Sector.

Self-Assessment

The self-assessment requires you to reflect on your level of knowledge, experience and skill in the following key areas:

Knowledge/Skill Area	VERY HIGH	HIGH	MED	LOW	NONE
Knowledge, interest and understanding of the ecological principles of natural resource					
Experience and expertise in sustainable natural resource management practice					
Knowledge of social, economic, environmental and/or indigenous issues in the Peel-Harvey					
Experience in Indigenous engagement, participation and/or capacity building					
Experience in coordinating and managing projects or businesses					
Experience in legislative programs or environmental policy					
Ability to communicate and use community networks effectively					
Ability to analyse and work strategically across a wide range of complex integrated issues					
Financial Management/Audit					
Risk Management					

These criteria are guidelines only and, if you believe you can demonstrate high level skills, knowledge or experience outside of these areas, we encourage you to inform us within your supporting documentation.

Name

Address

Phone Mobile

Email

Checklist to complete and return to PHCC:

- ☐ I have completed the self-assessment table above
- ☐ I have attached a letter detailing the skills and knowledge I would bring to the PHCC as a Local Govt Representative
- ☐ I have completed the Association Liability Insurance Questions for Members/Proposed Members (Attachment 1)

Signed: Date:

Written nominations must be received by **10am, Thursday 21 November 2019** and addressed to:

Peel-Harvey Catchment Council (Inc)
58 Sutton Street
MANDURAH WA 6210

For further information, contact Patricia Sutton at patricia.sutton@peel-harvey.org.au or phone 08 6369 8800

Refer also www.peel-harvey.org.au,  and Constitution (http://www.peel-harvey.org.au/?page_id=33)

Association Liability Insurance & ACNC Questions for Members/Proposed Members

Name:

Signature:

Residential address:

Bus hrs phone:

Date:

In order to comply with the PHCC Association Liability Insurance Policy and our membership of the Australian Charities and Not for profits Commission (ACNC), you are required to answer the following questions. (**See bottom of page for definition of "Insured Person"). Please note that all responses will be treated with the utmost confidentiality.

Q 1 – Insured Person's details – circle YES or NO

- Has any former or current **Insured Person** of the Association (PHCC) ever been declared bankrupt? **YES / NO**
- Has any former or current **Insured Person** of the Association (PHCC) ever been an **Insured Person** of an organisation placed in receivership, liquidation or provisional liquidation? **YES / NO**
- Has any former or current **Insured Person** of the Association (PHCC) ever had a conviction for crimes involving dishonesty? **YES / NO**

If you answered YES to any of the above questions, please provide full details using a separate sheet.

Q11 – Claims History – circle YES or NO

For the purpose of answering this question, please note that reference to "Association" includes all of its past and current subsidiaries.

- Has any claim ever been made or civil, criminal or regulatory proceedings brought against the Association or any **Insured Person** (whether as **Insured Persons** of the Association or any other entity), in respect of the risks of the kind to which this Proposal Form relates? **YES / NO**
- Has any **Insured Person** ever received a notice to attend an official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body or institution, in respect of the risks of the kind to which this Proposal Form relates? **YES / NO**
- During the past 5 years has the Association suffered any loss as a result of any dishonest or fraudulent act of any **Insured Person**, in respect of the risks of the kind to which this Proposal Form relates? **YES / NO**
- During the past 5 years has the Association or any **Insured Person** had any fine or penalty or infringement notice (other than for traffic offences) imposed by any Federal, State, Territory or local government or other regulatory authority, in respect of the risks of the kind to which this Proposal Form relates? **YES / NO**

If you answered YES to any of the above questions, please provide full details using a separate sheet.

Q 12 – Known Circumstances – circle YES or NO

For the purpose of answering this question, please note that reference to "Association" includes all of its past and current subsidiaries.

After enquiry, are any of the **Insured Persons** aware of any act, omission, conduct, fact, event, circumstance or matter which might reasonably be expected to:

- Give rise to a claim or lead to civil or criminal proceedings against the Association or any **Insured Person**. **YES / NO**
- Result in the Association or any Insured Person being required to attend an official investigation, examination, inquiry or other proceedings? **YES / NO**
- Give rise to a fine or penalty being imposed on the Association or any Insured Person (other than for traffic offences) by a Federal, State, Territory or local government or other regulatory authority? **YES / NO**

- Is this person of Aboriginal origin? circle YES or NO
- Is this person of Torres Strait Island origin? circle YES or NO
- What language does this person generally speak at home? _____

If you answered YES to any of the above questions, please provide full details using a separate sheet.

**** Insured Person** means any natural person who was **prior to the Policy Period**, or is **during or after the Policy Period**;

(a) a director, secretary, officer, trustee, committee member, employee (whether salaried or not) or volunteer of the **Association**; or

(b) a person acting on behalf of the **Association** at the direction of an officer or board or committee of management of the **Association**, but only in his or her capacity as such.

17 Urgent Business

Nil

18 Councillor Reports

18.1 Councillor Wendy Cooper

Councillor Wendy Cooper reported that she had attended the Gilmore College Year 12 Valedictory where 183 students graduated. Councillor Cooper mentioned that it had been a delightful night and that she had been very impressed with the Principals speech.

18.2 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the Southern Districts 2019 BMX State Championships which were held in Medina. Councillor Lee advised that the previous time the State Championships were held within the City was 20 years ago and that it was wonderful to have it held in the City again. Councillor Lee added that people travelled from all over the State to compete and that there had been approximately 200 competitors.

Councillor Lee advised that she had attended the Wandi Progress Association Annual General Meeting.

18.3 Councillor Matthew Rowse

Councillor Matthew Rowse reported that he had attended the City of Kwinana Conciliation Advisory Group Meeting and that he is looking forward to the 'innovate' stage.

19 Response to Previous Questions

Nil

20 Mayoral Announcements (without discussion)

Mayor Carol Adams reported that she had attended the Southern Districts 2019 BMX State Championships.

The Mayor advised that she had attended the Meeting of the Kwinana Community Fund for the next grant round.

The Mayor mentioned that she had attended the Joint Community for Children, Joint Action Committee and Joint Leadership Team combined workshop.

The Mayor reported that she had attended the Five Years Celebration of the Calista Child and Parent Centre.

20 MAYORAL ANNOUNCEMENTS (WITHOUT DISCUSSION)

The Mayor advised that she had attended the Citizens Advice Bureau Meeting.

The Mayor mentioned that she had attended the Wandi Progress Association Annual General Meeting.

The Mayor reported that she had attended a meeting with Roger Cook, MLA Member for Kwinana.

The Mayor advised that she had attended the Local Government Election Count.

The Mayor mentioned that she had attended the Special Council Meeting held on 21 October 2019, in which the new Councillors took their oath of office and the Election for Mayor and Deputy Mayor positions were held.

The Mayor reported that she had attended the Gilmore Collage Year 12 Valedictory Ceremony.

The Mayor advised that she had attended the Conciliation Advisory Group Meeting.

21 Matters Behind Closed Doors

Nil

22 Meeting Closure

The Mayor declared the meeting closed at 8:11pm.