

COUNCIL
ATTACHMENTS

17 June 2021

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Attachment 10.2.1

Shire of Boyup Brook
Payments 01/05/2021 - 31/05/2021
(GST Inclusive Accordingly)

Chq/EFT	Date	Name	Description	Amount
20507	20/05/2021	Department of Health	Swimming Pool Industrial Poisons Permit 2021-22	-127.00
20508	20/05/2021	Mania Muir	Refund Cat Trap Bond	-50.00
20509	20/05/2021	Pivotel	GPS Tracking Service - Grader and Transfer Station May2021	-67.50
TOTAL MUNI CHEQUES to 31 May 2021				-244.50



Chq/EFT	Date	Name	Description	Amount
EFT10790	07/05/2021	Agrizzi Farm Machinery Pty Ltd	P134 Agrizi Roadbroom - Parts	-1,691.40
EFT10791	07/05/2021	All Wood WA	LRC003 Tourist Centre Upgrades - Kitchen Cabinets Deposit	-6,269.91
EFT10792	07/05/2021	Ampol Petroleum Distributors Pty Ltd (previously Caltex Energy WA)	Fuel Apr2021	-8,547.54
EFT10793	07/05/2021	Argos Fire Safety Pty Ltd	Electrical Testing and Tagging Inspections	-2,047.65
EFT10794	07/05/2021	Australian Services Union	Payroll Deductions	-51.80
EFT10795	07/05/2021	BOC Limited	Gas Cylinder Rental Mar2021	-60.12
EFT10796	07/05/2021	BP Medical	Medical Supplies	-107.47
EFT10797	07/05/2021	BT Equipment Pty Ltd t/a Tutt Bryant Equipment	P216 Bomag Pedestrian Roller - Parts	-990.00
EFT10798	07/05/2021	Beesley Holdings Pty Ltd t/as Capital Plumbing and Gas	24A Proctor St Unit - Plumbing Repairs	-300.53
EFT10799	07/05/2021	BizLinQ Technology Pty Ltd	MS Office 365 ProPlus Monthly Subscription 21/04/2021-20/05/2021	-559.94
EFT10799	07/05/2021	BizLinQ Technology Pty Ltd	MS Office 365 Project Plan Monthly Subscription 21/04/2021-20/05/2021	-92.40
EFT10800	07/05/2021	Black Box Control Pty Ltd	Monthly Grader Tracking Service May2021	-115.50
EFT10801	07/05/2021	Boyup Brook Co - Operative	Purchases Mar2021	-2,168.90
EFT10802	07/05/2021	Boyup Brook Hotel	Council Chambers Refreshments	-263.94
EFT10802	07/05/2021	Boyup Brook Hotel	Christmas Function 2020 Refreshments	-1,011.38
EFT10803	07/05/2021	Boyup Brook Tyre Service	P213 Komatsu WA150-5 Loader - Repairs	-135.75
EFT10803	07/05/2021	Boyup Brook Tyre Service	P212 Komatsu 555 Grader - Parts	-700.00
EFT10803	07/05/2021	Boyup Brook Tyre Service	P222 Mitsubishi Fuso 18000L Water Cart - Tyres	-969.50
EFT10804	07/05/2021	Bridgetown Tyres	P133 Low Loader Trailer - Parts	-440.00
EFT10805	07/05/2021	Bunbury Limestone (Bunbury Landscaping Supplies t/as)	LRC109 Forrest St Carpark - Retaining Wall Blocks	-1,760.00
EFT10806	07/05/2021	Bunbury Machinery	P204 Kubota ZD Mower - Parts	-99.00
EFT10807	07/05/2021	Bunbury Telecom Service Pty Ltd	MAF Treatments - Locate Telecom Services	-1,100.00
EFT10808	07/05/2021	Bunbury Tyre & Exhaust	P224 John Deere 622G Grader - Tyre	-1,304.00
EFT10809	07/05/2021	Calvin Brown	Reimburse Garden Supervisor Workwear	-237.60
EFT10810	07/05/2021	Commander	Commander System Monthly Rental May2021	-225.96
EFT10811	07/05/2021	Congeling Park Grazing Co	RTR115 Beatty St Project - Gravel	-783.75
EFT10811	07/05/2021	Congeling Park Grazing Co	Old Mail and Elliott Roads - Storm Damage Repairs	-60.50
EFT10811	07/05/2021	Congeling Park Grazing Co	Reservoir Road - Gravel	-60.50
EFT10812	07/05/2021	Core SRM Australia	Consultant Engineer Placement Mar2021	-22,000.00
EFT10813	07/05/2021	Corsign WA Pty Ltd	RTR115 Beatty Street Project - Signage	-558.80
EFT10813	07/05/2021	Corsign WA Pty Ltd	Road Maintenance - Traffic Signs	-1,225.40
EFT10814	07/05/2021	Downer EDI Works Pty Ltd	RTR115 Beatty St - Sealing Works	-50,336.13
EFT10814	07/05/2021	Downer EDI Works Pty Ltd	LRC109 Forrest St Carpark Project - Sealing Works	-2,139.09
EFT10815	07/05/2021	Fire & Safety WA Pty Ltd	Fire Brigade PPE	-432.80
EFT10816	07/05/2021	Grant Wardle	Refund Hall Hire Bond	-210.00
EFT10817	07/05/2021	Great Southern Shearing Pty Ltd	Rylington Park - Shearer Training	-4,052.40
EFT10818	07/05/2021	Hales Contracting Group P/L	Occupational Health and Safety Role Mar2021	-2,442.00
EFT10818	07/05/2021	Hales Contracting Group P/L	Environmental Health Officer Role Mar2021	-4,356.00
EFT10819	07/05/2021	Hales Electrical	Caravan Park Toilets - Replace Damaged Light	-137.50
EFT10819	07/05/2021	Hales Electrical	LRCI - Football Oval Lights Stage 1 - 2nd Progress Payment	-50,000.00
EFT10820	07/05/2021	Komatsu Australia Pty Ltd	P199 Komatsu Back Hoe - Parts	-6,691.98
EFT10820	07/05/2021	Komatsu Australia Pty Ltd	P212 Komatsu 555 Grader - Service Kit	-463.84
EFT10821	07/05/2021	LG People and Culture	Community Strategic Plan	-1,320.00
EFT10822	07/05/2021	Landgate	Land Inquiries Mar2021	-53.40
EFT10823	07/05/2021	Mark Edwin Bell	Rates Refund	-25.00
EFT10824	07/05/2021	Officeworks Superstores Pty Ltd	Admin Stationery	-180.13
EFT10825	07/05/2021	Old Dog Dirt & Diesel	P225 Isuzu Giga Prime Mover - Repairs	-2,000.00
EFT10826	07/05/2021	Paul Hick	Rylington Park - Shearer Training	-4,126.65
EFT10827	07/05/2021	Road Project Management	LRC148 BB Cranbrook Rd Project - Traffic Light Hire	-1,700.00
EFT10828	07/05/2021	SOS Office Equipment	Photocopier Billing Apr2021 including Community Newsletters	-929.88
EFT10829	07/05/2021	Southern DIRT Inc	Rylington Park - Grower Membership	-220.00
EFT10830	07/05/2021	St Mary's Parents and Friends Association	ANZAC Day Catering	-2,250.00
EFT10831	07/05/2021	State Library of WA (Department of Finance - Shared Services)	Library Freight Recoup 2020-21	-318.91
EFT10832	07/05/2021	Surgical House Pty Ltd	Medical Supplies	-38.52
EFT10833	07/05/2021	Synergy (Electricity Generation and Retail Corporation t/as)	Electricity Across Shire Facilities to 27/04/2021	-12,163.55
EFT10834	07/05/2021	TM Atherton and Co (t/as Atherton Transport)	Rylington Park - Spreading of Fertiliser and Lime	-4,057.02
EFT10835	07/05/2021	Telstra Corporation Limited	Telephone Across Shire Facilities to 24/04/2021	-565.22
EFT10836	07/05/2021	Toll Transport Pty Ltd	Freight Mar2021	-643.19
EFT10837	07/05/2021	Traffic Force (TMSW Unit Trust t/as)	ANZAC Day - TMP and Site Inspection	-591.25
EFT10838	07/05/2021	Treehouse Coffee Lounge (Webb & Troeger)	Catering Apr2021	-498.80
EFT10839	07/05/2021	WA Poultry Equipment	Animal Control - Cat Trap	-295.00
EFT10840	07/05/2021	Western Stabilisers Pty Ltd	RTR115 Beatty St Project - Reconstruction and Stabilisation	-58,184.15
EFT10841	07/05/2021	Winc Australia Pty Limited	BBELC Cleaning Supplies	-29.83
EFT10842	07/05/2021	activ8me (Australian Private Networks Pty Ltd)	GP House and Rylington Pk Internet and Phone Apr-May2021	-221.31
EFT10843	20/05/2021	AFGR! Equipment Australia Pty Ltd	Purchases Apr2021	-2,145.17
EFT10843	20/05/2021	AFGR! Equipment Australia Pty Ltd	Rylington Park - Purchases Apr2021	-133.53
EFT10844	20/05/2021	Amity Signs	Road Signs	-417.45
EFT10845	20/05/2021	Ampol Petroleum Distributors Pty Ltd (previously Caltex Energy WA)	Fuel May2021	-5,190.27
EFT10846	20/05/2021	Arrow Bronze	Niche Wall Single Plaque	-412.78
EFT10847	20/05/2021	Australia Post	Postage Apr2021	-619.80
EFT10848	20/05/2021	Australian Services Union	Payroll Deductions	-51.80
EFT10849	20/05/2021	B&B Street Sweeping Pty Ltd	ANZAC Day - Street Sweeper Hire	-1,716.00
EFT10850	20/05/2021	BBG Plumbing	LRCI Tourist Centre Upgrades - Septic Tank and Drainage	-8,437.00
EFT10851	20/05/2021	BP Medical	Medical Supplies	-328.44
EFT10852	20/05/2021	Blackwood Plant Hire	Recreation Grounds - Remove Lighting Tower Footings	-3,393.50
EFT10853	20/05/2021	Blackwoods (Also Refer Protector Alsafe)	Depot PPE and Expendable Tools	-440.06
EFT10854	20/05/2021	Boyup Brook Co - Operative	Rylington Park - Purchases Apr2021	-1,457.30
EFT10855	20/05/2021	Boyup Brook Community Resource Centre	Boyup Brook Gazette Advertising May2021	-265.00
EFT10855	20/05/2021	Boyup Brook Community Resource Centre	Medical Centre - COVID Clinic Advertising	-108.00
EFT10856	20/05/2021	Boyup Brook Farm Supplies (Lakewood Downs Pty Ltd)	Rylington Park - Purchases Apr2021	-6,700.63
EFT10856	20/05/2021	Boyup Brook Farm Supplies (Lakewood Downs Pty Ltd)	Rylington Park - Fertiliser	-8,754.90
EFT10857	20/05/2021	Boyup Brook IGA	Purchases Apr2021	-249.72
EFT10858	20/05/2021	Boyup Brook Pharmacy (Westphal Family Trust)	Medical Centre Staff Flu Vaccination	-29.95



EFT10859	20/05/2021	Boyup Brook Tyre Service	Rylington Park - Repair Tractor Tyre	-245.75
EFT10860	20/05/2021	City Of Busselton	Busselton-Margaret River Airport Project - Marketing Contribution 2020/21	-2,200.00
EFT10861	20/05/2021	D & L Bleechmore Haulage	Rylington Park - Freight Apr2021	-742.50
EFT10862	20/05/2021	Dale Putland	Reimburse Safety Glasses	-348.00
EFT10863	20/05/2021	Dsak Pty Ltd (Manjimup and Bridgetown Retravision)	Town Hall Toilets - Cistern	-143.10
EFT10864	20/05/2021	Fuel Brothers WA.Com Pty Ltd	Fuel Apr2021	-57.04
EFT10865	20/05/2021	Fulton Hogan Industries Pty Ltd	Road Maintenance Supplies	-839.08
EFT10866	20/05/2021	G&M Detergents	Various Shire Buildings - Cleaning Supplies	-24.00
EFT10867	20/05/2021	Hales Electrical	LRCI Flax Mill Caravan Park - Security Lighting	-1,848.00
EFT10868	20/05/2021	Hastie Waste	Rylington Park - Bulk Waste Collection Apr2021	-95.00
EFT10869	20/05/2021	Haycom Technology	Medical Centre IT Consulting Fees Apr2021 incl COVID Clinic Preparation	-1,212.75
EFT10870	20/05/2021	Ian Guppy & Co Pty Ltd	P522 Isuzu Rural Fire Truck McAlinden 2.4 - Insurance Excess	-1,000.00
EFT10871	20/05/2021	Intemode Pty Ltd	Depot, Admin and ELC Internet Jun2021	-329.97
EFT10872	20/05/2021	Jimina Shaw-Sloan	Reimburse BBELC Resources	-128.00
EFT10873	20/05/2021	Jody Lee Chambers	Rylington Park - Sheep Pregnancy Scanning	-247.50
EFT10874	20/05/2021	LGIS WA	LGISWA Workcare Insurance Adjustment 2019-20	-8,985.33
EFT10875	20/05/2021	Lamat Cleaning Services	Cleaning of Various Shire Buildings May2021	-3,695.00
EFT10875	20/05/2021	Lamat Cleaning Services	Cleaning of the Caravan Park and Flax Mill Grounds Apr2021	-1,150.00
EFT10876	20/05/2021	Mark Stanton	Rylington Park - Shearer Training	-3,795.00
EFT10877	20/05/2021	Marketforce Pty Ltd	Death Notice in The West Australian 10/04/2021	-110.28
EFT10878	20/05/2021	McLeods Barristers and Solicitors	Legal Advice - Gravel Extraction Payment	-1,925.94
EFT10879	20/05/2021	Neverfail Springwater Limited	Council Chambers Water	-58.05
EFT10880	20/05/2021	Officeworks Superstores Pty Ltd	BBELC Printer Toner	-195.95
EFT10881	20/05/2021	Phoenix Petroleum	Rylington Park Fuel May2021	-2,025.65
EFT10882	20/05/2021	Picton Civil Pty Ltd	LRCI Flax Mill Caravan Park Upgrades - Asbestos Removal	-6,490.00
EFT10883	20/05/2021	Robert M Tucker	Physio Rooms - Window Frame Repairs	-2,282.00
EFT10884	20/05/2021	SUEZ Recycling and Recovery Pty Ltd (NSW)	Paper and Cardboard Recycling Collection Apr2021	-573.36
EFT10885	20/05/2021	Scanwest Livestock Services (The Moore Trust t/as)	Rylington Park - Sheep Pregnancy Scanning	-2,222.00
EFT10886	20/05/2021	Sprint Express	Freight Apr2021	-167.20
EFT10887	20/05/2021	Statewide Bearings	Workshop Consumables	-46.75
EFT10888	20/05/2021	Stephen & Yvonne Dent	3 Reid Place (MWS House) - Rent 20/05/2021-02/06/2021	-600.00
EFT10888	20/05/2021	Stephen & Yvonne Dent	3 Reid Place (MWS House) - Rental Bond	-1,200.00
EFT10889	20/05/2021	Suez Recycling & Recovery (Perth) Pty Ltd	Bins x 12 Excluding Lids	-644.29
EFT10889	20/05/2021	Suez Recycling & Recovery (Perth) Pty Ltd	Waste Collection Apr2021	-7,305.14
EFT10890	20/05/2021	Synergy (Electricity Generation and Retail Corporation t/as)	Electricity Across Shire Facilities to 14/04/2021	-137.71
EFT10891	20/05/2021	Taylor Burrell Barnett (Taylor & Burrell Unit Trust t/as)	Preparation of Draft Local Planning Strategy - 1st Claim	-3,860.81
EFT10892	20/05/2021	Telstra Corporation Limited	Telephone Across Shire Facilities to 01/05/2021	-1,540.26
EFT10893	20/05/2021	The Trustee for the Harley Trust (Harley Transport)	Rylington Park - Freight May2021	-411.07
EFT10894	20/05/2021	Traffic Force (TMSW Unit Trust t/as)	ANZAC Day Traffic Management	-2,653.65
EFT10895	20/05/2021	Treehouse Coffee Lounge (Webb & Troeger)	Medical Centre - COVID Clinic Working Lunch	-117.30
EFT10896	20/05/2021	Truckline (Bunbury)	P225 Isuzu Giga Prime Mover - Parts	-1,133.77
EFT10897	20/05/2021	WA Country Builders Pty Ltd	Refund Planning Application Fee	-1,444.74
EFT10898	20/05/2021	Winc Australia Pty Limited	Depot Stationery	-114.91
EFT10898	20/05/2021	Winc Australia Pty Limited	Medical Centre Printer Toner	-234.54
TOTAL EFT PAYMENTS to 31 May 2021				-373,045.48



Chq/EFT	Date	Name	Description	Amount
DD6507.1	07/05/2021	Salary & Wages	Pay07May2021	-13,429.35
DD6511.1	12/05/2021	Sam & Carolyn Mallett Super Fund	Payroll Deductions	-1,399.80
DD6511.2	12/05/2021	AMP Flexible Super - Super Account	Payroll Deductions	-445.90
DD6511.3	12/05/2021	Aware Super	Payroll Deductions	-6,585.21
DD6511.4	12/05/2021	Rest Superannuation	Superannuation Contributions	-2,318.42
DD6511.5	12/05/2021	Australian Super	Superannuation Contributions	-1,255.78
DD6511.6	12/05/2021	Commonwealth Essential Super	Superannuation Contributions	-349.01
DD6511.7	12/05/2021	AMP SuperLeader	Superannuation Contributions	-169.69
DD6511.8	12/05/2021	Colonial First State Superannuation	Superannuation Contributions	-499.46
DD6511.9	12/05/2021	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-867.58
DD6515.1	13/05/2021	Salary & Wages	Pay12May2021	-72,664.11
DD6522.1	03/05/2021	Westnet	Admin. Swimming Pool and Medical Centre Internet May2021	-289.85
DD6522.2	07/05/2021	De Lage Landen Pty Ltd	Rental Agreement for Photocopier DocuCentre-VII C5573 May2021	-184.80
DD6522.3	10/05/2021	AGDATA Holdings Pty Ltd	Rylington Park - Phoenix Accounting Software May2021	-59.00
DD6534.1	12/05/2021	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-1,979.97
DD6536.1	21/05/2021	Salary & Wages	Pay21May2021	-11,045.80
DD6539.1	26/05/2021	Sam & Carolyn Mallett Super Fund	Payroll Deductions	-523.68
DD6539.2	26/05/2021	AMP Flexible Super - Super Account	Payroll Deductions	-616.82
DD6539.3	26/05/2021	Aware Super	Payroll Deductions	-7,325.91
DD6539.4	26/05/2021	Rest Superannuation	Superannuation Contributions	-2,356.26
DD6539.5	26/05/2021	Australian Super	Superannuation Contributions	-1,281.93
DD6539.6	26/05/2021	Commonwealth Essential Super	Superannuation Contributions	-467.29
DD6539.7	26/05/2021	AMP SuperLeader	Superannuation Contributions	-169.69
DD6539.8	26/05/2021	Colonial First State Superannuation	Superannuation Contributions	-351.50
DD6539.9	26/05/2021	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-867.58
DD6542.1	27/05/2021	Salary & Wages	Pay26May2021	-74,286.72
DD6546.1	31/05/2021	Aware Super	Payroll Deductions	-189.87
DD6546.2	31/05/2021	Australian Super	Superannuation Contributions	-13.60
DD6548.1	31/05/2021	Salary & Wages	Pay31May2021	-11,416.90
DD6552.1	19/05/2021	Shire of Boyup Brook	MGM Limestone - LRC109 Forrest St Carpark - Earth Retaining Wall	-167.05
DD6552.1	19/05/2021	Shire of Boyup Brook	Canva Pty Ltd - Canva Pro Editing Subscription 14/05/2021-14/05/2022	-164.99
DD6552.1	19/05/2021	Shire of Boyup Brook	CBA Annual Fee for Credit Card - CEO	-15.00
DD6552.1	19/05/2021	Shire of Boyup Brook	Dept of Transport - Transfer BU0 Plates to CEO Vehicle	-17.30
DD6552.1	19/05/2021	Shire of Boyup Brook	CBA Annual Fee for Credit Card - SFO	-15.00
DD6558.1	26/05/2021	AMP Superannuation Savings Trust - SignatureSuper	Superannuation Contributions	-1,138.77
DD6511.10	12/05/2021	MLC Super Fund	Superannuation Contributions	-218.76
DD6539.10	26/05/2021	MLC Super Fund	Superannuation Contributions	-218.76
TOTAL DD MUNI ACCOUNT TO 31 May 2021				-215,367.11
DD310521	31/05/2021	Police Licensing	Police Licensing Claimed May2021	32,790.35
TOTAL DD POLICE LICENSING ACCOUNT TO 31 May 2021				32,790.35
DD6522.4	12/05/2021	QK Technologies Pty Ltd	QikKids Gateway Usage Mar2021	-11.23
TOTAL DD BOYUP BROOK EARLY LEARNING CENTRE ACCOUNT TO 31 May 2021				-11.23
SUMMARY				
CHQ (Muni Account)				-244.50
DD				-215,367.11
EFT				-373,045.48
TOTAL				-588,657.09
ALL MUNI TRANS TO 31 May 2021				-588,657.09
DD (Police Licensing Account) TO 31 May 2021				32,790.35
DD (Boyup Brook Early Learning Centre) 31 May 2021				-11.23

Letter to Shire Council – Boyup Brook (Meeting 24th June

Oonagh Fitzgerald

RECEIVED

10 JUN 2021

10th June 2021.

Re. Fence line reimbursement.

Dear Members of Council,

I am writing to ask for some reimbursement of costs pertaining to the fence on my property - (9 Barron Street, Boyup Brook) that runs adjacent to the vacant block between the Girl Guide on Inglis Street.

I have recently been advised by Adrian Nicoll that the land next door to my house is "Crown Land" which means that the Shire is exempt from paying half the cost of the fence as what would generally happen when a fence is built between properties.

I completely understand what this means however I am pleading a bit of ignorance here as a first home-buyer and first time fence-builder – I had no idea what Crown Land was - and that after building a beautiful strong fence I'd not be able to apply for any contribution from the Shire towards this.

As the quotes I received from various builders show – I had chosen the cheapest quote out of all of them and had the separate panels adjacent to the vacant block itemised separately.

It would be a huge relief to have half or some of that cost covered by the Shire – but I absolutely understand that you are under no obligation to at all.

Also, please accept my sincerest apologies for not attending your meeting in person – as I have now taken up a second role as a school Chaplain at Collie and will not make it back in time for your meeting.

Thank you so much for your time.

Warm Regards

Oonagh Fitzgerald.



Western Australia

Dividing Fences Act 1961

As at 19 Nov 2018

Version 03-b0-02
Published on www.legislation.wa.gov.au

Dividing Fences Act 1961

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Defined terms

Western Australia

Dividing Fences Act 1961

**An Act relating to the construction and repair of dividing fences
between certain lands and for incidental and other purposes.**

Part I — Preliminary

1. Short title and commencement

- (1) This Act may be cited as the *Dividing Fences Act 1961*.
- (2) This Act shall come into operation on a day to be fixed by proclamation.

[Section 1 amended: No. 5 of 1969 s. 1; No. 10 of 1998 s. 76.]

[2. *Omitted under the Reprints Act 1984 s. 7(4)(f).]*

3. Savings as to certain Acts

Nothing in this Act affects the provisions of the *Land Administration Act 1997*, the *Local Government Act 1995*, the *Vermin Act 1918*¹, or the *Bush Fires Act 1954*, and where any provision of those Acts is inconsistent with any provision of this Act the former provision, to the extent of the inconsistency, prevails.

[Section 3 amended: No. 14 of 1996 s. 4; No. 31 of 1997 s. 141.]

4. Crown not bound by Act

This Act does not bind the Crown.

5. Terms used

In this Act, unless the contrary intention appears, —

court means the Magistrates Court;

dividing fence means a fence that separates the lands of different owners whether the fence is on the common boundary of adjoining lands or on a line other than the common boundary;

lease includes an original or derivative lease or an under-lease or an agreement for a lease;

owner, in relation to land, includes every person who —

- (a) jointly or severally, whether at law or in equity —
 - (i) is entitled to land for any estate of freehold in possession; or
 - (ii) is entitled to receive or is in receipt of or if the land were let to a tenant would be entitled to receive the rents and profits of the land, whether as beneficial owner, trustee, mortgagee in possession, or otherwise;

or

- (b) is the holder of a lease of land the unexpired term of which is not less than 5 years at the time —
 - (i) notice to fence is given by or to him pursuant to section 8;
 - (ii) he makes application to the court under section 11(1);
 - (iii) a copy of an order made pursuant to section 11(2) is given to him;
 - (iv) notice is given by or to him pursuant to section 15,

but does not include any trustees or other persons in whom land is vested as a public reserve, public park or for such other public purposes as may be prescribed, or a person who has the care, control and management of a public reserve, public park or land used for such other public purposes as may be prescribed;

repair includes re-erect and re-align and inflexions of the word repair include corresponding meanings;

section means section of this Act;

sufficient fence, in relation to a dividing fence or a boundary fence referred to in section 16, means —

- (a) any fence prescribed by a local law as a sufficient fence for the part of the local government district in which the

dividing fence or boundary fence is, or is to be, erected;
or

- (b) any fence of the description and quality agreed upon by the parties concerned which does not fail to comply with any local law referred to in paragraph (a),

or where no such local law or agreement is made, means —

- (c) any substantial fence that is ordinarily capable of resisting the trespass of cattle and sheep; or
(d) any fence determined to be a sufficient fence by the court pursuant to this Act;

surveyor means a surveyor licensed under the *Licensed Surveyors Act 1909*.

[Section 5 amended: No. 5 of 1969 s. 2; No. 14 of 1996 s. 4; No. 79 of 1996 s. 28; No. 59 of 2004 s. 141.]

6. Act not to interfere with agreements

Nothing in this Act affects any covenant, contract or agreement made between landlord and tenant or between the owners of adjoining lands, or between any other persons relative to the cost of erecting or repairing dividing fences.

Part II — Construction of dividing fences

7. **Liability of owners of adjoining lands to fence**

Subject to this Act the owners of adjoining lands not divided by a sufficient fence are liable to join in or contribute in equal proportions to the construction of a dividing fence between those lands.

8. **Notice to fence to be given**

An owner of land desiring to compel the owner of adjoining land to join in or contribute to the construction of a dividing fence under this Act may give him a notice which shall —

- (a) specify the boundary to be fenced, or if on account of the physical features of the adjoining lands it is impracticable to construct a fence on the common boundary of those lands, the line upon which it is proposed to construct the fence; and
- (b) contain a proposal for fencing the common boundary or other line; and
- (c) specify the kind of fence proposed to be constructed.

9. **Proceedings in default of agreement**

- (1) If within 21 days after the giving of a notice referred to in section 8, the owner giving and the owner receiving the notice do not agree as to all or any of the following matters —
 - (a) as to the need for the construction of the dividing fence; or
 - (b) the boundary or line upon which it is proposed to construct the fence; or
 - (c) the kind of dividing fence that is to be constructed,

the court at the place nearest to the place where it is proposed to erect the fence, on an application by either of those owners may

make an order determining all or any of the following matters on which the owners are not in agreement —

- (d) as to the need for and the kind of fence to be constructed; and
- (e) what portion of the fence shall be constructed by each owner; and
- (f) the time within which the fence shall be constructed,

and if the court thinks it is necessary, the court may determine —

- (g) the boundary or line upon which the dividing fence is to be constructed; and
- (h) the compensation in the form of an annual payment to be paid by the one owner to the other owner in consideration of loss of occupation of any land.

- (2) Where an order made under subsection (1) determines that the dividing fence is to be constructed otherwise than on the common boundary of adjoining lands, the occupation of land on either side of that fence in pursuance of or as a result of the order is not and shall not be deemed adverse possession as against the owner of the land or affect the title to or possession of the land except for the purposes of this Act.
- (3) When making an order under this section, the court shall be guided as to the type of sufficient fence the court orders to be constructed by the kind of fence usually constructed in the locality where it is proposed to construct the fence, the purpose for which the lands that will be separated by the fence are used and the type of sufficient fence (if any) prescribed under a local law made by the local government for that locality.
- (4) An order of the court made under this section is final.

[Section 9 amended: No. 14 of 1996 s. 4; No. 59 of 2004 s. 141.]

10. Proceedings on failure to carry out agreement or order

(1) Where the owner giving and the owner receiving a notice given pursuant to section 8 agree as to the construction of the fence to which the notice relates, or where, in default of such agreement, an order of the court is made pursuant to section 9, and in either case either of those owners fails within the time named in the agreement or order, or, if no time is named, within 3 months after the date of the agreement or order, to perform his part of the agreement or to comply with the order, then the other of those owners may construct the whole fence as agreed upon or determined by the order.

(2) The owner who constructs the fence pursuant to subsection (1) may recover from the owner in default half the cost thereof.

[Section 10 amended: No. 59 of 2004 s. 141.]

11. Cases where owner of adjoining land cannot be found

(1) Where the owner of land satisfies the court at the place nearest to the place where he proposes to construct a dividing fence, that he has made reasonable inquiries and has been unable to ascertain the whereabouts of the owner of the adjoining land for the purpose of giving a notice as required by section 8, the court may, upon application in the prescribed form by the first-mentioned owner for an order authorising the construction of a dividing fence as set out in the application, proceed *ex parte* to make an order authorising the applicant to construct a fence of the kind specified in the order upon the boundary or line specified therein.

(2) Where a person constructs a dividing fence in compliance with an order made under subsection (1), if afterwards during the continuance of that fence, the person ascertains the whereabouts of the owner of the adjoining land, whether or not such owner was the owner of the land at the time of the construction of the fence, the person may give to such owner a copy of the order.

s. 12

- (3) The owner to whom the copy of the order is given shall, after the expiration of one month from the date the notice is given to him, be liable to pay to the person who constructed the fence half the value of the fence at the date of the giving of the copy of the order.
- (4) If the owner to whom the copy of the order is given considers the order inequitable, the court may, on an application by that owner made within one month after the giving to him of the copy of the order —
 - (a) relieve the applicant from a portion of the sum claimed as the value of the fence; and
 - (b) order that the position of the fence be altered on such terms as the court may think fit.
- (5) The value of the fence shall be ascertained as soon as practicable after the giving of the copy of the order, pursuant to subsection (3), and, in default of agreement between the owners, the value may, on an application by either of them, be determined by the court.
- (6) Where an owner has obtained an *ex parte* order under subsection (1) he shall, within 21 days, give or cause to be given to the chief executive officer of the local government of the district in which the fence referred to in that order is to be constructed, a copy of that order, and if the owner fails to comply with this subsection he is not entitled to recover any portion of the cost of constructing the fence from the owner to whom the copy of the order is given under this section.

[Section 11 amended: No. 14 of 1996 s. 4; No. 59 of 2004 s. 141.]

12. Proceedings for defining boundary line by surveyor

- (1) When the owners of adjoining lands do not agree as to the accurate position of the common boundary line between those lands upon which either of the owners desires a dividing fence to be constructed pursuant to this Act, either one may give

notice to the other of his intention to have that line defined by a surveyor.

- (2) The owner to whom a notice under subsection (1) is given shall, within 7 days after the giving of the notice —

- (a) if satisfied of the accurate position of the common boundary line, define the line by pegs; or
- (b) employ a surveyor to define the common boundary line,

and where that owner has taken action under either paragraph (a) or paragraph (b), he shall as soon as practicable thereafter give the owner of the adjoining land notice of the action he has taken.

- (3) If within one month from the giving of a notice pursuant to subsection (1), the owner to whom the notice was given —

- (a) has defined the common boundary line by pegs; or
- (b) has failed to have the common boundary line defined by a surveyor,

then the owner who gave the notice may have that line defined by a surveyor.

- (4) If the common boundary line when defined by a surveyor is found to be in the same position as defined by any pegs placed there by the owner receiving the notice given pursuant to subsection (1), that owner is entitled to recover any costs of the survey, if any, incurred by him from the owner giving the notice, but in all other cases where a surveyor has been employed for the purposes of this section all reasonable expenses incurred shall be paid in equal shares by the owners of the adjoining lands.

13. Liability to contribute to cost of dividing fence

- (1) When an owner of land has constructed a dividing fence that separates his land from adjoining land if the fence is a sufficient fence, the owner of the adjoining land is liable to pay in

accordance with the provisions of this section half of the amount of the value of the fence.

- (2) When an owner of land has, whether before or after the coming into operation of this Act, without giving a notice pursuant to section 8 or pursuant to any corresponding provision of any Act repealed by this Act, constructed such a dividing fence and has not received from the owner of the adjoining land or any previous owner of it one-half of the amount of the value of the fence, then if the adjoining owner —
- (a) has completed or completes, or has caused or causes to be completed the construction of any substantial building or structure on his adjoining land; or
 - (b) has occupied or occupies a building or structure constructed on the adjoining land; or
 - (c) has permitted or permits the lawful occupation by a person of a building or structure erected on the adjoining land,

the owner who constructed the fence may give to the owner of the adjoining land a notice claiming the payment of half of the amount of the value of the fence as estimated at the date of the claim.

- (3) Where the owner of the adjoining land —
- (a) disputes the need for the dividing fence;
 - (b) claims that the dividing fence is not desirable;
 - (c) disputes the need for a dividing fence of the particular type that has been constructed;
 - (d) disputes the amount of the value of the dividing fence shown in the claim,

he may, within one month of the receipt of the claim, give notice to the claimant owner that he disputes the claim.

- (4) The owner who constructed the fence may, in default of agreement between the owners upon all or any of the matters

referred to in subsection (3), apply to the court at the place nearest to the place where the fence was constructed claiming that the owner of the adjoining land has failed to pay half of the amount of the value of the fence in accordance with subsection (1).

- (5) The court on an application made pursuant to subsection (4) may, by order, determine —
- (a) the need for the dividing fence; and
 - (b) whether the fence is desirable; and
 - (c) the value of the fence as at the date of the claim made under subsection (2); and
 - (d) the amount, if any, to be paid, and the period within which that amount is to be paid, by the owner of the adjoining land to the owner who constructed the fence.
- (6) An order of the court made pursuant to subsection (5) is final.
- (7) If the owner of adjoining land on whom a notice of claim has been made pursuant to subsection (2) does not —
- (a) pay the amount of the claim within one month of the receipt by him thereof; or
 - (b) within that period give notice to the claimant owner that he disputes the claim in accordance with subsection (3),

he is liable to pay to the owner who constructed the dividing fence referred to in subsection (1), the amount of the claim.

[Section 13 amended: No. 5 of 1969 s. 3; No. 59 of 2004 s. 141.]

Part III — Repair of dividing fences

14. Liability of adjoining owners to repair dividing fence

When a dividing fence is in need of repair the owners of land on either side of the fence are liable, subject to the provisions of section 15, to join in or contribute in equal proportions to the repair of the fence.

[Section 14 amended: No. 5 of 1969 s. 4.]

15. Procedure to compel contribution to repair dividing fence

(1) The owner of land separated from adjoining land by a dividing fence may give a notice to the owner of the adjoining land requiring him to assist in repairing the fence.

(2) A notice given pursuant to subsection (1) may state that the owner giving the notice —

- (a) is prepared to repair the fence at his cost and the cost of the owner to whom the notice is given, in equal shares; or
- (b) is prepared to permit the owner to whom the notice is given to repair the fence at the cost of both the owners, in equal shares; or
- (c) is prepared to bear half of the cost of having the fence repaired by a third party,

and shall contain a proposal for repairing the fence upon the previous or other line, specifying the kind and extent of repairs and the line upon which they are to be effected.

(3) An owner who has been given a notice pursuant to subsection (1) shall, within 14 days of the receipt by him of the notice, advise in writing the owner giving the notice that —

- (a) he is prepared to join in the repairing of the fence in such one of the alternative manners set out in the notice as he specifies in the advice; or

-
- (b) he disputes the need for repairing the fence and is not prepared to bear any portion of the cost of repairing the fence; or
 - (c) he objects to the kind and extent of repairs or the line upon which the repairs are to be effected.
- (4) Where an owner who has been given a notice pursuant to subsection (1) advises, in writing, the owner giving the notice that he disputes the need for repairing the fence and is not prepared to bear any part of the cost of repairing it or objects to the kind and extent of repairs or the line upon which the repairs are to be effected as provided in subsection (3), the owner who gave the notice may apply to the court at the place nearest to the place where the fence is situated claiming that the owner of the adjoining land has failed to assist in repairing the fence in accordance with this section.
- (5) The court on an application made pursuant to subsection (4) may by order determine —
- (a) whether the fence is in need of repair;
 - (b) if so, the kind and extent of repairs and by whom the repairs are to be effected and the period within which they are to be carried out,
- and if the court thinks it is necessary, the court may determine —
- (c) the line upon which the repairs are to be effected; and
 - (d) the compensation to be paid by one owner to the other owner in consideration of any extra expense involved in the provision of additional fencing because of re-alignment; and
 - (e) the compensation in the form of an annual payment to be paid by one owner to the other owner in consideration of loss of occupation of any of his land.
- (5a) Where an order made under subsection (5) determines that the repairs to a fence are to be effected otherwise than on the

common boundary of adjoining lands, the occupation of land on either side of that repaired fence in pursuance of or as a result of that order is not and shall not be deemed adverse possession as against the owner of the land or affect the title to or possession of the land except for the purposes of this Act.

- (5b) When making an order under this section, the court shall be guided as to the kind and extent of repairs the court orders by the kind of fence in use in the locality where it is proposed to repair the fence, the purpose for which the lands that are or will be separated by the fence are used, and the type of sufficient fence (if any) prescribed under a local law made by a local government for that locality.
- (6) An order of the court made pursuant to subsection (5) is final.
- (7) Where an owner, who has been given a notice pursuant to subsection (1), fails to advise the owner giving the notice as provided in subsection (3) within 14 days after the receipt by him of the notice, the owner giving the notice may repair the fence and demand and recover from the owner to whom the notice was given, one-half of the cost of repairing the fence, but if —
- (a) any dividing fence has been constructed partly by one owner and partly by another owner each shall bear the cost of repairing the part so constructed by him;
 - (b) any dividing fence or any portion thereof is damaged or destroyed by flood, fire, lightning, storm, tempest or accident the owner of the land on either side of the fence may immediately repair it without any notice to the other owner and is entitled to recover half of the expenses of so doing from the owner of the adjoining land;
 - (c) any dividing fence is damaged or destroyed in whole or in part by fire or by the falling of any tree or portion thereof the owner of the land through whose neglect the fire originated or caused damage or destruction to the fence, or the tree or part thereof fell, is bound to repair

or renew as soon as practicable after the damage or destruction occurs the fence so damaged or destroyed.

- (8) If an owner of land who is liable under subsection (7)(c) to repair or renew a dividing fence fails to do so, the owner of the adjoining land may repair or renew the fence and recover from the owner so liable and in default the whole of the cost of the repair or renewal.

[Section 15 amended: No. 5 of 1969 s. 5; No. 14 of 1996 s. 4; No. 59 of 2004 s. 141.]

16. Liability of person using fence on further side of road

- (1) Where the owner of land bounded by a road constructs a sufficient fence on the boundary of the land and the road and another owner of land afterwards adopts any means whereby his land is in any way enclosed by that fence, or afterwards avails himself of that fence or renders it of beneficial use to himself, the last-mentioned owner is liable, so long as his land is so enclosed or he avails himself of the fence or makes beneficial use of it, to join in or contribute in equal proportions to the repair of so much of the fence as encloses his land or is availed or made beneficial use of by him.
- (2) In this section *owner* includes any person who, at the time —
- (a) of the construction of the fence referred to in subsection (1); or
 - (b) of adopting any means whereby his land is in any way enclosed by the fence; or
 - (c) of availing himself of the fence; or
 - (d) of rendering the fence of beneficial use to himself,

is the holder of a lease the unexpired portion of the term of which is not less than 5 years.

Part IV — Miscellaneous

17. Costs

In any proceedings under this Act the court may award costs against either party to the proceedings.

[Section 17 amended: No. 59 of 2004 s. 141.]

18. Method of recovering money payable under this Act

- (1) Moneys that a person is, in pursuance of this Act, required or liable to pay may be sued for and recovered in any court of competent jurisdiction.
- (2) In proceedings for the recovery of moneys referred to in subsection (1), a certificate of the court as to the making and contents of an order made by it under section 9 or section 11 or section 15 is evidence of the matters set forth therein.
- (3) Despite subsection (1), an order of the court made under section 9(1)(h), 13(5)(d) or 15(5)(d) or (e) is a judgment of the court and may be enforced accordingly.

[Section 18 amended: No. 5 of 1969 s. 6; No. 59 of 2004 s. 141.]

19. Apportionment of costs of fencing as between landlord and tenant

- (1) Where, under the provisions of this Act, a fence is constructed or repaired, if the fence divides any land held by a person as tenant of any landlord from any adjoining lands, the contribution payable in respect of the cost of such construction or repair as between that landlord and tenant shall, unless otherwise agreed upon by the parties concerned, be payable in the proportions following: —
 - (a) if the interest of the tenant at the time of the construction or repair of the fence is less than for a term of 5 years, the landlord shall pay the whole of the cost;

- (b) if the interest of the tenant at such time is for a term of 5 years or more and less than for a term of 7 years, the landlord shall pay three-fourths of the cost and the tenant shall pay one-fourth of the cost;
 - (c) if the interest of the tenant at such time is for a term of 7 years or more and less than a term of 12 years, the landlord and the tenant shall each pay one-half of the cost;
 - (d) in case the interest of the tenant at such time is for a term of 12 years or more, the tenant shall pay the whole of the cost.
- (2) Where either the landlord or the tenant pays a greater proportion of the cost than he is required to pay under this section, he may recover, in manner referred to in section 18(1), the excess from his tenant or landlord, and any tenant may set off any sum recoverable by him under this section against any rent payable to his landlord.

20. Purchaser under option to purchase liable for amount of contribution for dividing fence paid by owner

Where land, in respect of which a contribution has been paid by the owner thereof towards the cost of the construction or repair of a dividing fence, is at the time of the making of the contribution subject to an option to purchase, if that option is exercised the purchaser under the option shall on completion of the purchase pay to the owner the amount of the contribution so paid by the owner.

21. Power to enter adjoining land

Every person engaged in constructing or repairing a fence under this Act and his agents and servants may, at all reasonable times during the construction or repairing, enter upon the lands adjoining the fence and do upon those lands such acts, matters and things as are necessary or reasonably required to carry into effect the construction or repairing of the fence.

22. Notices and demands to be in writing, and method of giving

- (1) Any notice or demand to be given or made under this Act shall be in writing and signed by the person giving or making it, or by his attorney or agent.
- (2) Where a notice or demand is to be given or made under this Act to or on a person, not being a corporation, it shall be given or made —
 - (a) by delivering the notice or demand to him personally; or
 - (b) by sending the notice or demand by registered mail addressed to him at his usual or last known place of abode.
- (3) Where a notice or demand is to be given or made under this Act to or on a corporation it shall be given or made —
 - (a) by delivering or leaving the notice or demand to or at the principal office of the corporation in the State; or
 - (b) by sending the notice or demand by registered mail addressed to the corporation at that principal office.
- (4) The description of any land in a notice or demand given or made under this Act shall be regarded as a sufficient description of the land if the description allows no reasonable doubt as to what land is referred to in the notice or demand.

23. Regulations

- (1) The Governor may make regulations not inconsistent with this Act prescribing forms, fees and all matters that by this Act are required or permitted to be prescribed or that are necessary or convenient to be prescribed for carrying out or giving effect to this Act.
- (2) The regulations may impose a penalty not exceeding \$40 for breach thereof.

[Section 23 amended: No. 113 of 1965 s. 8.]

24. Local government may be required to prescribe *sufficient fence*

A local government shall, when required by the Minister so to do, make a local law prescribing what constitutes a sufficient fence for the purpose of the definition of *sufficient fence* in section 5.

[Section 24 inserted: No. 14 of 1996 s. 4.]

Notes

This is a compilation of the *Dividing Fences Act 1961* and includes amendments made by other written laws. For provisions that have come into operation, and for information about any reprints, see the compilation table. For provisions that have not yet come into operation see the uncommenced provisions table.

Compilation table

Short title	Number and year	Assent	Commencement
<i>Dividing Fences Act 1961</i>	44 of 1961 (10 Eliz. II No. 44)	23 Nov 1961	1 Jan 1962 (see s. 1(2) and <i>Gazette</i> 15 Dec 1961 p. 3704)
<i>Decimal Currency Act 1965</i>	113 of 1965	21 Dec 1965	Act other than s. 4-9: 21 Dec 1965 (see s. 2(1)); s. 4-9: 14 Feb 1966 (see s. 2(2))
<i>Dividing Fences Act Amendment Act 1969</i>	5 of 1969	21 Apr 1969	21 Apr 1969
Reprint of the <i>Dividing Fences Act 1961</i> approved 2 Feb 1972 (includes amendments listed above)			
<i>Local Government (Consequential Amendments) Act 1996</i> s. 4	14 of 1996	28 Jun 1996	1 Jul 1996 (see s. 2)
<i>Licensed Surveyors Amendment Act 1996</i> s. 28	79 of 1996	14 Nov 1996	5 Apr 1997 (see s. 2 and <i>Gazette</i> 4 Apr 1997 p. 1750)
<i>Acts Amendment (Land Administration) Act 1997</i> s. 141	31 of 1997	3 Oct 1997	30 Mar 1998 (see s. 2 and <i>Gazette</i> 27 Mar 1998 p. 1765)
<i>Statutes (Repeals and Minor Amendments) Act (No. 2) 1998</i> s. 76	10 of 1998	30 Apr 1998	30 Apr 1998 (see s. 2(1))
Reprint of the <i>Dividing Fences Act 1961</i> as at 18 Jan 2002 (includes amendments listed above)			
<i>Courts Legislation Amendment and Repeal Act 2004</i> s. 141	59 of 2004	23 Nov 2004	1 May 2005 (see s. 2 and <i>Gazette</i> 31 Dec 2004 p. 7128)
Reprint 3: The <i>Dividing Fences Act 1961</i> as at 22 May 2015 (includes amendments listed above)			

Uncommenced provisions table

To view the text of the uncommenced provisions see *Acts as passed* on the WA Legislation website.

Short title	Number and year	Assent	Commencement
<i>Community Titles Act 2018</i> Pt. 14 Div. 5	32 of 2018	19 Nov 2018	To be proclaimed (see s. 2(b))

Other notes

- ¹ Repealed by the *Agriculture and Related Resources Protection Act 1976* s. 6.

Defined terms

*[This is a list of terms defined and the provisions where they are defined.
The list is not part of the law.]*

Defined term	Provision(s)
court	5
dividing fence	5
lease	5
owner	5, 16(2)
repair	5
section	5
sufficient fence.....	5
surveyor	5

POLICY NO.	F.02
POLICY SUBJECT	Guidelines for Community Grants
ADOPTION DATE	21 February 2019
VARIATION DATE	21 December 2007, 18 May 2017, 9 July 2018, 20 February 2020
REVIEW DATE	18 June 2020, February 2021

Objective

The Council will provide the provision of financial assistance to promote and support community-based initiatives, which meet the Shire's strategic direction annually through the Community Grants Program.

Statement

Definitions

The following definitions apply to this policy:

- Community Grant is the provision of a set amount of funds, \$1,001 and over, for a single year in order to achieve a specific, identified purpose, awarded through the Community Grants Program.
- Community Donation is the provision of a set amount of funds, \$1,000 and under, for a single year in order to achieve a specific, identified purpose, awarded through the Community Grants Program.
- Community Grants Program is an annual application based, contestable funding opportunity for once off Community Donations and Grants.
- Extraordinary donation requests are requests made to the CEO and Shire President in writing for cash or in-kind support outside of the Community Grants Program. Requests to hire Shire facilities such as the town hall or oval as well as Shire plant and equipment are considered extraordinary donation requests.
- Individual is a resident of the Shire of Boyup Brook.
- Organisation is an incorporated body under the *Associations Incorporation Act 2015* or a recognised corporate body created by government with an Australian Companies Number (ACN).
- Sponsorship is the provision of cash, in-kind support or subsidy to organisations or individuals in return for specifically identified promotional opportunities for the Shire. Sponsorship requests are made in writing to the CEO and will be assessed on a case by case basis separate to the Community Grants process.

Responsibility of Council:

1. Funding Allocations

Council will set aside an amount of up to 2% of budgeted rate revenue as set out in the Rate Revenue Note (usually Note *) in the Annual Budget for the Community Grants Program.

Council may reserve any of this amount not distributed, in the year it was set aside, to fund future requests.

Council will not normally fund annual Community Grant and donation requests in excess of 2% of budgeted rate revenue.

2. Funding Categories

Council will determine an annual funding allocation within the following categories:

- Community Donation (\$1,000 and under)
- Community Grant (\$1,001 and over)

Extraordinary donation

Policy Statement:

1. Community Grants Program

This is an annual application based, contestable funding opportunity for a once off contribution for a specific purpose.

The Community Grants Program opens in March each year and closes the last Friday of April. The Humanities Committee reviews the submitted applications in May and the recommendations go to Council for consideration during the adoption of the annual budget.

Funding support will be on the basis of:

- specific and once off initiatives.
- annual support for organisations for specific ongoing initiatives.
- annual support to assist organisations to become self sufficient.

Organisations are encouraged to seek funding from other sources and not just rely on Shire funding support. Council may consider providing only a portion of the total funds requested. Preference will be given to applications that leverage funds and demonstrate a larger percentage of contribution.

2. Eligibility

- Applicant organisations must be local community (including sporting) groups that provide community benefit.
- Funds may be used for construction, equipment, salaries, contract services, operational expenses, marketing expenses, consumables and administration expenses.
- Only one application per year may be funded for any one organisation.
- The funding is not to be used for direct profit or financial gain to the organisation.
- The proposal must support the mission statement, values and strategic direction of the Shire.
- Applications \$1,000 and under must be made via letter, outlining the project, community benefit and applicants contribution. Applications over \$1,001 must complete the application form and provide additional supporting information. Only complete applications will be considered.

- Applications must reach the Shire by 5pm on the final Friday in April. Late applications will not be considered.
- The applicant organisation must be able to demonstrate the capacity to manage and be accountable for the funds and the project.
- Grants will not be provided retrospectively (for a project that is already complete or underway).

3. Funding Conditions

- Council will only allocate funds for identified purposes and with specific expenditure estimates provided and will not provide block grants under any circumstances.
- Applicants shall agree that they do not represent the Shire in any capacity.
- Council may require applicants to seek part funding from other sources.
- The Shire of Boyup Brook will determine terms of payment.
- All funded entities will be required to enter into a Funding Agreement with the Shire of Boyup Brook which will detail specific conditions and terms relevant to that project.
- Funding must only be used for the purposes specified in the Funding Agreement. Any change to the purpose of the funding cannot proceed without a formal resolution from Council. The applicant will be required to make their request in writing, this will be considered by Council and a determination made.
- An acquittal of the project must be provided to the Shire 60 days after the project has been completed and no later than 30 June in the financial year, of the successful grant. Failure to provide an acquittal will eliminate consideration of future applications until such time as an acquittal is received.
- Any funds that have not been spent and acquitted by the 30 June shall be returned to the Shire of Boyup Brook.
- Payments of grant funding may be suspended at any time if, in the opinion of Council, any of the conditions of the funding agreement, or satisfactory progress, has not been achieved.
- The applicant is responsible for applying for all relevant permissions and licences associated with the project. If the project involves Shire property the applicant must also complete the relevant hire processes and/or obtain written permission from the Shire and abide by all associated lease conditions.
- All grant and donation recipients are bound by the Shire of Boyup Brook Employee Code of Conduct.

- Applicants are able to use the Shire's logo with permission and must acknowledge Shire's support in its advertising, promotion and any media publicity in regards to the funded project.

4. Assessment of Applications

A Committee comprising of Councillor representation will assess all of the eligible applications. This Committee will then make recommendations to Council in accordance with the following assessment criteria:

1. The Committee will assess each application received in the Community Grants process on its merit, and determine the value of the application in relation to whole of community benefit.
2. Applications which demonstrate a cash contribution (not just in-kind) from the organisation will be assessed as having higher merit than applications solely reliant upon grant funding.
3. Applications which demonstrate a strong ability to assist Council deliver strategic objectives and actions (as identified in the Strategic Community Plan) will generally be assessed as having higher merit than applications that do not.
4. The Committee will consider funding projects which do not have direct links to Council's strategic objectives based on the applicant's ability to explain how the project will benefit the community and why they believe their project should be funded.

Council will make the final decision and include these grant allocations in the Annual Budget. Successful applicants will be notified during September after the adoption of the budget. Decisions regarding funding applications are final and will not be reconsidered during the financial year in which the application was made.

5. Extraordinary Requests

The Chief Executive Officer may in consultation with the Shire President approve combined extraordinary requests of up to \$1,000 cash or in-kind (excluding administrative support eg. photocopying), to local community groups throughout the year when requested.

Annual Budgets shall include \$1,000 per year inclusive of cash and in-kind for this purpose.

Extraordinary in-kind support may be carried out during normal working hours where there is no impact on work programs.

Extraordinary requests are once off requests for waiving hall or outdoor space hire fees, hiring shire equipment or asking for additional support outside of the Community Grants Program timeframe.

The process to apply for an extraordinary request:

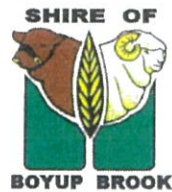
1. Applicant applies in writing to the CEO and Shire President, outlining the request, community benefit, total cost and any other relevant details.
2. The CEO and Shire President set the conditions and approve the request in writing.

3. The applicant agrees to the conditions and completes either a Hire Form or Miscellaneous Hire Agreement and pays any associated bond or fees.
4. The applicant abides by the conditions of agreement and completes the project.

Alternatively, the CEO shall put to Council requests received throughout the year and outside of the Community Grants process.

Responsibility of the CEO

- Extraordinary requests, either they be cash or in-kind use of facilities or plant, or in-kind provision of materials or labour, are to be recorded separately in the shire's chart of accounts (COA);
- Information about each extraordinary in-kind request recorded in the shire's COA shall include: the beneficiary of the in-kind request; a brief scope of the works or benefit; and the total cost of the benefit.
- An Extraordinary Requests Register (the Register) be kept covering the period 01 July to 30 June of a financial year, and shall include the information itemised in dot points 1 and 2 above; and
- the Register shall be made available to the Committee prior to the next year's budget deliberations.



MINUTES

ANNUAL GENERAL MEETING OF THE BUSH FIRE ADVISORY COMMITTEE MEETING HELD IN THE TOWN HALL, ABEL STREET BOYUP BROOK ON WEDNESDAY 2 June 2021 AT 7.00pm

1 RECORD OF ATTENDANCE

Cr Richard Walker - Shire President
Cr Helen O'Connell – Deputy Shire President
Dale Putland – Chief Executive Officer
Daly Winter - Community Emergency and Regulation Manager
Maria Lane – Executive Assistant

Fire Control Officers & Deputy Fire Control Officers, Secretary's and X-Ray Team

Tristan Mead
Wayne Girando
Rob Introvigne
John Ritson
Brad Fairbrass
Brad Skraha
Brian Cailles
Charles Caldwell
Darren Chapman
David Fortune
John Ritson
Nick Bagshaw
Wayde Robertson
John Imrie
Mike Hester
Rob Imrie
Glenn Mead
Scott Wheatley
Jamie Forbes
Marcus Gifford
Ron Tuckett
Chris Sousa
David Muir
Scott Nix
Ron Bingham
Ross Parker

Apologies

Ben Creek
Chris Coole
Ben Thompson
David Inglis
Kerin Power
Jim Johnson

2. ELECTION OF PRESIDING MEMBER

5.12. Presiding members and deputies, election of

- (1) *The members of a committee are to elect a presiding member from amongst themselves in accordance with Schedule 2.3, Division 1 as if the references in that Schedule —*
- (a) *to “office” were references to “office of presiding member”; and*
 - (b) *to “council” were references to “committee”; and*
 - (c) *to “councillors” were references to “committee members”.*
- (2) *The members of a committee may elect a deputy presiding member from amongst themselves but any such election is to be in accordance with Schedule 2.3, Division 2 as if the references in that Schedule —*
- (a) *to “office” were references to “office of deputy presiding member”; and*
 - (b) *to “council” were references to “committee”; and*
 - (c) *to “councillors” were references to “committee members”; and*
 - (d) *to “mayor or president” were references to “presiding member”.*

2.1 DECLARED ELECTED

MOTION

MOVED: Ron Bingham

SECONDED: David Fortune

ELECTION OF PRESIDING MEMBER

The Committee called for nominations

Richard Walker was declared elected Presiding Member.

ELECTION OF DEPUTY PRESIDING MEMBER

The Committee calls for nominations

Helen O’Connell was declared elected Deputy Presiding Member.

3 ELECTION OF OFFICERS/MEMBERS

Chief Fire Control Officer

Tristan Mead was declared elected Chief Fire Control Officer

1st Deputy Chief Fire Control Officer

Ben Thompson was declared elected Deputy Chief Fire Control

2nd Deputy Chief Fire Control Officer

Ron Bingham was declared elected Deputy Chief Fire Control

Communications Officer

David Fortune was declared elected as Communications Officer

Fire Weather Officer

Brad Fairbrass was declared elected as Fire Weather Officer

Deputy Fire Weather Officer

Jim Johnson was declared elected as Deputy Fire Weather Officer

Fire Control Officers from each Brigade

David Inglis and Rob Imrie were declared elected as delegates/Fire Control Officers from the *Benjinup Brigade*.

Glenn Mead and Scott Wheatley were declared elected as delegates/Fire Control Officers from the *Chowerup Brigade*.

Tristan Mead and Wayne Girando were declared elected as delegates/Fire Control Officers from the *Dinninup Brigade*.

John Ritson and James Johnson were declared elected as delegates/Fire Control Officers from the *East Boyup Brook Brigade*.

Ron Bingham and Paul Goerling were declared elected as delegates/Fire Control Officers from the *Gibbs Brigade*.

Brad Skraha and Nick Bagshaw were declared elected as delegates/Fire Control Officers from the *Kenninup Brigade*.

Brad Fairbrass and Hayden Bock were declared elected as delegates from the *Kulikap Brigade*.

Ben Creek and Chris Coole were declared elected as delegates/Fire Control Officers from the *Mayanup Brigade*.

David Fortune and Kieren Power were declared elected as delegates/Fire Control Officers from the *McAlinden Brigade*.

Darren Chapman and Jamie Forbes were declared elected as delegates/Fire Control Officers from the *Mickalarup/Dwalganup Brigade*.

Marcus Gifford and Rob Introvigne were declared elected as delegates/Fire Control Officers from the *Nollajup Brigade*.

Charles Caldwell and Wade Robertson were declared elected as delegates/Fire Control Officers from the *Scotts Brook Brigade*.

Ron Tuckett and Matt Della Golla were declared elected as delegates/Fire Control Officers from the *Tonebridge Brigade*.

David Muir and Scott Nix were declared elected as delegates/Fire Control Officers from the *Tweed Brigade*.

Brian Cailles and Ross Parker were declared elected as delegates/Fire Control Officers from the *West Boyup Brigade*.

Gyula Bogar was declared elected as delegates/Fire Control Officers from the DFES Town Brigade.

CARRIED

Res 21/5/67

4 PRESENTATIONS

- Road Burning Permits
- Mitigation Activity Fund Project

The Department of Fire and Emergency Services has instigated a pilot program with 4 South West Local Governments – Nannup, Bridgetown-Greenbushes, Donnybrook-Balingup and Boyup Brook to fund a joint Fire Mitigation Officer to work with the four shires to coordinate and record bushfire mitigation treatments across those shires. The project will be jointly funded by the Shires and DFES. The pilot project will commence in the 2021/22 financial year.

5 CONFIRMATION OF MINUTES

5.1 Bush Fire Advisory Meeting – 10 September 2020

MOVED: Ron Bingham

SECONDED: David Fortune

That the minutes of the Bush Fire Advisory AGM held on the 10 September 2020 be confirmed as an accurate record.

CARRIED

Res 21/5/68

6 BUSINESS ARISING

6.1 Replacement of the McAlinden 2.4 Appliance:

The build of the new unit has commenced.

6.2 Funding of Slip on Units:

The Boyup Brook Shire received correspondence back from the DFES Commissioner regarding slip on units. The Shire then presented a case to support slip -on units to the South West zone meeting of WALGA. The SW Zone meeting supported the proposal. The Shire then presented the case to the Annual Meeting of State WALGA meeting where the request was also supported.

The funding for Slip-on units is currently being considered by DFES and there has been a suggestion that the funding will come from a separate funding pool, not for the LGGs Scheme.

6.3 Burn Management with the Department of Biodiversity Conservation and Attractions (DBCA) and Water Corporation:

Members of the X-Ray Team have met with Jeff Bennett from the Donnolly District in February to discuss their 3 year burn Plan and David Fortune has also spoken to Jessica Newman from the Wellington District. D Winter has been in contact with Ed Hatherley from the Blackwood District and we are currently working towards a meeting date with Ed in the near future.

Water Corporation have contacted the CBFCA and there have been some initial discussions with Water Corporation for Boyup Brigades to assist them with some mitigation burns which we see as a positive step forward.

6.4 Volunteer Personal Protective Equipment (PPE):

The Shire is seeking support from the Local Bushfire Brigades to roll out more PPE to volunteers.

Only two brigades have submitted a request for PPE this year and we need help from the remaining brigades to ensure that their member have access to PPE.

6.5 Annual Firebreak Notice

MOTION

MOVED: Tristan Mead

SECONDED: Ross Parker

The Bush Fire Advisory Committee is requested to review amendments to the annual firebreak notice and endorse it for publication. Minor changes were made to the Firebreak Notice.

CARRIED

Res 21/5/69

6.6 Bush Fire Brigade Local Law and Review Bush Fire Control – Operations Issues Policy

At the last BFAC meeting a motion was passed to review the Shire of Boyup Brook Bush Fire Brigade Local Law and Operations Issues Policy with full consultation with the Fire Advisory.

These works are pending finalization of the new Workplace Safety Regulations as this will impact on fire brigade operations within the Shire.

7 REPORTS

7.1 Chief Bush Fire Control Officer 2020/2021 Report

Attended to various fires throughout the year. Would like to thank everybody for putting in a great effort. Wish to welcome Dale Putland and am looking forward to making progress and moving forward.

7.2 Brigade 2021 AGM Minutes as tabled by the Chief Bush Fire Control Officer

7.2.1 Brigade Meeting Minutes

MOTION

MOVED: Tristan Mead

SECONDED: Ron Bingham

That the AGM Minutes of the Benjinup, Kenninup, Tonebridge, Chowerup, Gibbs Road, McAlinden, Scotts Brook and Dinninup Bush Fire Brigade be received.

CARRIED

Res 21/5/70

8 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
Nil

9 GENERAL BUSINESS

9.1 Appoint K Hales as duel fire control officers

MOTION

MOVED: Tristan Mead

SECONDED: David Fortune

That the request from the Shire of West Arthur to appoint Kim Hales as duel fire control officers in the Shire of Boyup Brook is supported by the BFAC representatives present.

CARRIED

Res 21/5/71

9.2 Appoint D Fortune and R Bingham as duel fire control officers

MOTION

MOVED: Tristan Mead

SECONDED: Charlie Caldwell

That David Fortune and Ron Bingham be appointed as duel fire control officers in the Shire of West Arthur.

CARRIED

Res 21/5/72

9.3 Accredited First Aid Training

The Shire will be arranging for a couple of First Aid Training courses for registered brigade volunteers.

Brigades are requested to gauge the level of interest from their members in attending these courses.

9.4 Motion from Kenninup Bush Fire Brigade

Background

It has been raised at a couple of fires throughout the year that fast fill pumps are being set up on dams without floats and people are getting stones in their nozzles and pumps, including the shire tanker.

MOTION

MOVED: Brad Skraha

SECONDED: Charlie Caldwell

Motion has been put forward to standardise a floatation system for suction hoses so they are not allowed to suck from dam floors and this be implemented prior to next fire season on all brigade fast fill trailers.

CARRIED

Res 21/5/73

10 CLOSURE

There being no further business the Presiding Member declared the meeting closed at 8.20am.