

Attachments

Minutes

Ordinary Meeting of Council Minutes- April 2020

Westonia/Yilgarn Local Emergency Management Committee Meeting April 2020

Great Eastern Country Zone Meeting Minutes-April 2020

Wheatbelt East Regional Organisation of Councils, Board Meeting April 2020

Agenda Item Attachments

- 9.1.1 Local Government Information Paper (December 2019)
- 9.1.2 Residential Tenancy Agreement
- 9.1.3 Licence Agreement
- 9.1.4 Draft Workforce Plan 2020-2030
- 9.1.6 Draft Amended Purchasing Policy No 3.5
- 9.2.1 Statement of Financial Activity-April 2020
- 9.2.2 Accounts for Payment-April 2020
- 9.2.3 2020/2021 Schedule of Fees and Charges



Minutes

Ordinary Meeting of Council

16 April

2020

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

This meeting was conducted by teleconference due to COVID-19 social distancing measures and prior to the Presiding Member declaring the meeting open, a roll-call of attendees was undertaken with the following being in attendance.

Following the roll-call the meeting was declared open at 4pm.

2. ATTENDANCE

Presiding Member	Cr W Della Bosca	President
Members	Cr B Close Cr J Cobden Cr G Guerini Cr P Nolan Cr L Rose Cr S Shaw	Deputy President
Council Officers	P Clarke C Watson R Bosenberg G Hindmarsh Laura Della Bosca	Chief Executive Officer Executive Manager Corporate Services Executive Manager Infrastructure Executive Manager Regulatory Services Minute Taker
Apologies:	Nil	
Observers:	Nil	
Leave of Absence:	Nil	

Minjar Gold – Mr Luke Sibon, Environmental Manager

Indus Mining/Habrok – Mr Lee Powell, Project Manager Battler Mine and Mr Jason Kohn Indus Operations Manager and Habrok Representative

3. PRESENTATIONS, PETITIONS, DEPUTATIONS

The Shire President welcomed Mr Luke Sibon, Environmental Manager, from Minjar Gold and invited him to present to Council.

Marvel Loch West Underground-Jaccolletti Lode Project

Luke Sibon commenced the presentation by introducing the new direction for the plans to access the ore body in the Jaccolletti Pit, the project will now be called the “Marvel Loch West Underground-Jaccolletti Lode”, with plans to access the ore body via an underground drive from the existing Marvel Loch underground workings to the Jaccolletti pit. The benefits of

accessing the project via the Marvel Loch pit are reduced noise and dust, minimal surface activity, no haul roads, no additional clearing, no new waste dumps, workshops within the footprint of the Marvel Loch project and improved project economics. The key component to the project is the exploration drive located under the Marvel Loch town site. A noise and vibration study has been completed by Talis Consultants to ensure that vibration and noise from operations comply with the relevant legislation and regulations and can be appropriately managed. Community consultation will take place within the coming weeks to outline the change in direction for the project, due to COVID19 limits this will be done via email, posters and maildrop. Community members will also be able to contact the Tianye SXO community department to discuss the project. Property owners within 100m of the underground drive will be contacted to discuss the proposal and further community consultation will be undertake once all studies are complete and the mining proposal is prepared for assessment.

Questions were then invited from Councillors, Cr Cobden enquired as to the distance of the proposed underground drive and Cr Rose enquired as to the distance from the norther stope block to the southern stope block. Mr. Sibon reported that he would return to Council with the distances after consultation with an engineer.

Cr Della Bosca enquired as to the COVID19 protocol and safety directives in place. Mr. Sibon confirmed that all staff that could work from home were working remotely, staff on site were following social distancing measures if staff had to work closely they are issued with face masks, all staff returning to site have their temperature taken, staff who live in the townsite are temperature tested daily, hand sanitizer is available freely and there is strict restrictions on food service.

Mr. Luke Sibon thanked Council for their time.

Mr. Luke Sibon left the teleconference meeting at 4.16pm

The Shire President welcomed Mr Powell and Mr Kohn, Indus mining/Habrok representatives, to the meeting and invited them to provide their presentation to Council.

Battler Mine Project

Mr. Lee Powell began the Battler mine site project update, currently 1,500,000m³ of material has been mined of which 120,000t is ore with ground water expected to be encountered around mid-May. Mining is expected to be finished in late August with some rehabilitation taking place beyond this. The project currently employs 66 personnel on site. The Battler mine site Mining Proposal Approvals lead from September 2017 with the original mining approval through IMD, the approval was amended in October 2019 for a new haul road to keep trucks off road and some minor layout changes and April 2020 to account for additional material from the pit and an extension to waste dumps. The original Native Vegetation Clearing Permit has now been surrendered with a new permit granted to align with new mining proposal, however an appeal is currently being reviewed.

Mr. Powell concluded his presentation by outlining the COVID19 restrictions in place including the extension of the swing roster in order to reduce the frequency of new personnel onsite and the disinfecting of equipment and workspaces each shift.

With there being no questions from Council Mr. Powell thanked Council for their time.

Mr. Lee Powell and Mr. Jason Kohn left the teleconference meeting at 4.25pm

4. ANNOUNCEMENTS FROM THE PRESIDING MEMBER

Cr Della Bosca informed Councillors that that he and the CEO, have been and still are attending various webinars and presentations surrounding the COVID-19 pandemic and receiving all the latest information on restrictions and protocols as it becomes available.

5. DECLARATION OF INTEREST

Nil

6. PUBLIC QUESTION TIME

Nil

7. CONFIRMATION OF MINUTES

7.1 Ordinary Meeting of Council, Thursday 19 March 2020

36/2020

Moved Cr Shaw/Seconded Cr Close

That the minutes from the Ordinary Council Meeting held on 19 March 2020 be confirmed as a true record of proceedings.

CARRIED (7/0)

7.2 Westonia/Yilgarn Local Emergency Management Committee (LEMC), Thursday 26 March 2020

37/2020

Moved Cr Close/Seconded Cr Cobden

That the minutes from the Westonia/Yilgarn LEMC meeting held on the 26 March 2020 be received

CARRIED (7/0)

8. DELEGATES' REPORTS

The Shire President announced the following;

- Attended the Wheatbelt North East Sub Regional Road Group meeting on the 3 March 2020;

Cr Close announce the following;

- Attended the Wheatbelt North East Sub Regional Road Group meeting on the 3 March 2020.

9. OFFICERS REPORTS

9.1 Officers Report – Chief Executive Officer

9.1.1 Main Roads Western Australia – Great Eastern Highway Improvements

File Reference	1.6.14.4
Disclosure of Interest	None
Voting Requirements	Simple Majority
Attachments	Map of Project Area

Purpose of Report

To advise Council of the advice received from Main Roads WA regarding proposals to upgrade a section of Great Eastern Highway and widen Bridge 0630A (Moorine Rock Bridge).

Background

Main Roads advises that this section of Great Eastern Highway has significant safety risks associated with the sub-standard safety conditions of Moorine Rock Bridge, including narrow width, sub-standard safety barriers, lack of protection for abutment walls and deteriorating pavement conditions.

The project includes one kilometre of new overlay and widening, including widening Moorine Rock Bridge, improving road and bridge geometry, increasing vertical clearance for rail, improvements to Liddell Road intersection and improvements to culverts and drainage. The project will require the clearing of up to 2.68 hectares of native vegetation. Construction is scheduled to commence in September 2020.

Clearing of native vegetation for this project will be undertaken using Main Roads' Statewide Purpose Clearing Permit CPS 818/14. It is a condition of CPS 818, that where the clearing of native vegetation is at variance or may be at variance to any of the ten clearing principles (as described in Schedule 5 of the Environmental Protection Act 1986), Main Roads is required to invite submissions from interested parties on the impacts of the proposed clearing that are at variance with the clearing principles.

A draft Assessment Report and Vegetation Management Plan (AR/VMP) has been prepared for the project and the outcome of the assessment determined that the proposed clearing may be at variance to principle (e).

In accordance with CPS 818 requirements, Main Roads is inviting submissions from Department of Water and Environment Regulation regarding the impacts of the proposed clearing that may be at variance with the clearing principles.

DESCRIPTION OF THE LAND

The project predominantly occurs within the existing Great Eastern Highway road reserve between Straight Line Kilometre (SLK) 339.8 and 340.8, in the Shire of Yilgarn.

The upgrade of Moorine Rock Bridge and improvements to Great Eastern Highway occur within the existing road reserve, with the exception of a small portion of works that will occur within the rail reserve. Main Roads has been in consultation with Public Transport Authority and ARC Infrastructure regarding access to the rail reserve and design requirements for the bridge.

The area surrounding the project area comprises a mix of crown tenure, including unnamed reserve R21766 vested in Department of Planning, Lands and Infrastructure. All clearing activities will be confined to the road and rail reserves.

DESCRIPTION OF PROJECT ACTIVITIES

The scope of project works comprises the following:

- 1 km of road widening and overlay, with subbase improvements;
- Widening of Moorine Rock Bridge;
- Improvements to Liddell Road intersection; and
- Improvements to culverts and off-road drainage.

MEASURES IMPLEMENTED TO AVOID AND MINIMISE VEGETATION CLEARING

The following measures have, or will be implemented to avoid and minimise clearing associated with the project:

- The project design has sought to utilise existing cleared or highly disturbed areas where possible. The clearing footprint excludes patches of native vegetation that can be retained.
- The location of site offices, materials storage areas, laydown areas and other ancillary activities will be restricted to existing cleared areas;
- A conservative construction buffer has been applied to the boundary of earthworks to allow for construction, however clearing will be avoided in this buffer where practicable and safe.
- The clearing area will be demarcated prior to the commencement of project activities and prior to the commencement of native vegetation clearing.

AREA TO BE CLEARED

The project requires the clearing of up to 2.68 hectares of native vegetation within a project envelope of approximately 6.03 hectares, as shown in Attachment 1.

VARIANCE TO THE CLEARING PRINCIPLES

The assessment of native vegetation clearing was considered to be may be at variance to principal (e). The clearing was assessed to be not or not likely to be at variance to the remainder of the ten clearing principles.

- (e) Native vegetation should not be cleared if it is significant as a remnant of native vegetation in an area that has been extensively cleared.

May be at variance

The project area is located within Avon Wheatbelt IBRA region, which retains approximately 19% of pre-European vegetation (Government of Western Australia, 2019). There is approximately 15% of vegetation remaining in the local area (15 km) (GIS Database).

The vegetation of the project area has been broadly mapped as the following pre-European vegetation associations:

- 8: Medium woodland; salmon gum & gimlet
- 1413: Shrublands; acacia, casuarina & melaleuca thicket

MANAGEMENT OF NATIVE VEGETATION CLEARING

Main Roads will manage native vegetation clearing and environmental impacts associated with the project through a project-specific VMP and a Construction Environmental Management Plan (CEMP). The CEMP will be developed by the construction contractor following award of the construction contract.

SURVEYS AND FIELD ASSESSMENTS

GHD Pty Ltd conducted a biological survey in spring 2015. The spring survey included desktop and field studies that were conducted in October 2015. The scope of the survey included mapping vegetation types and condition, opportunistic searches for Threatened and Priority flora and ecological communities, and identifying significant fauna habitat. A follow-up targeted conservation significant flora survey was conducted in January 2016.

The survey mapped two vegetation types within the project area, ranging from completely degraded to excellent condition. The survey did not record any Threatened or Priority flora species or ecological communities. No significant fauna species or habitat was recorded.

Astron Environmental Services conducted a Eucalypt Woodlands of Western Australian Wheatbelt TEC survey in spring 2018. The purpose of the survey was to revisit and refine patches of TEC inferred to occur by GHD and to identify additional patches not previously recorded. For these vegetation associations and any other Eucalyptus dominated vegetation that was noted, a field assessment was undertaken to assess them against the diagnostic characteristics of the TEC, as defined in the approved conservation advice for the TEC.

The survey did not record any TEC patches within or adjacent to the project area. Ecologia conducted a targeted survey for conservation significant flora in spring 2019. The survey involved a desktop assessment and field survey for species considered possible or likely to occur within the project area. No conservation significant flora species were recorded.

Main Roads Environment Officers undertook a supplementary site inspection in January 2020. The purpose of the site inspection was to visit small areas of the project area that fell outside of the previous survey areas to map vegetation types and condition and search for conservation significant flora species. No additional Threatened or Priority species were found. Vegetation was found to be consistent with the vegetation mapping undertaken by GHD, albeit at a slightly lower condition. Evidence of previous clearing, fire and rubbish dumping was observed, indicating the vegetation condition was 'very good'.

Comment

Main Roads WA invites submissions in regards to the proposed native vegetation clearing that is 'may be at variance' with the clearing principles for the project, and if it is Council's intention to provide a submission, they must be received by **Monday 20 April 2020**.

The proposed works to upgrade a section of Great Eastern Highway and widen the Moorine Rock Bridge are long overdue and the clearing associated with the works appears to have minimal impact upon the native vegetation and therefore should be supported by Council.

Statutory Environment

MRWA Statewide Purpose Clearing Permit CPS 818/14 – *Environmental Protection Act 1986*.

Strategic Implications

Nil

Policy Implications

Nil

Financial Implications

Nil.

Officer Recommendation and Council Decision

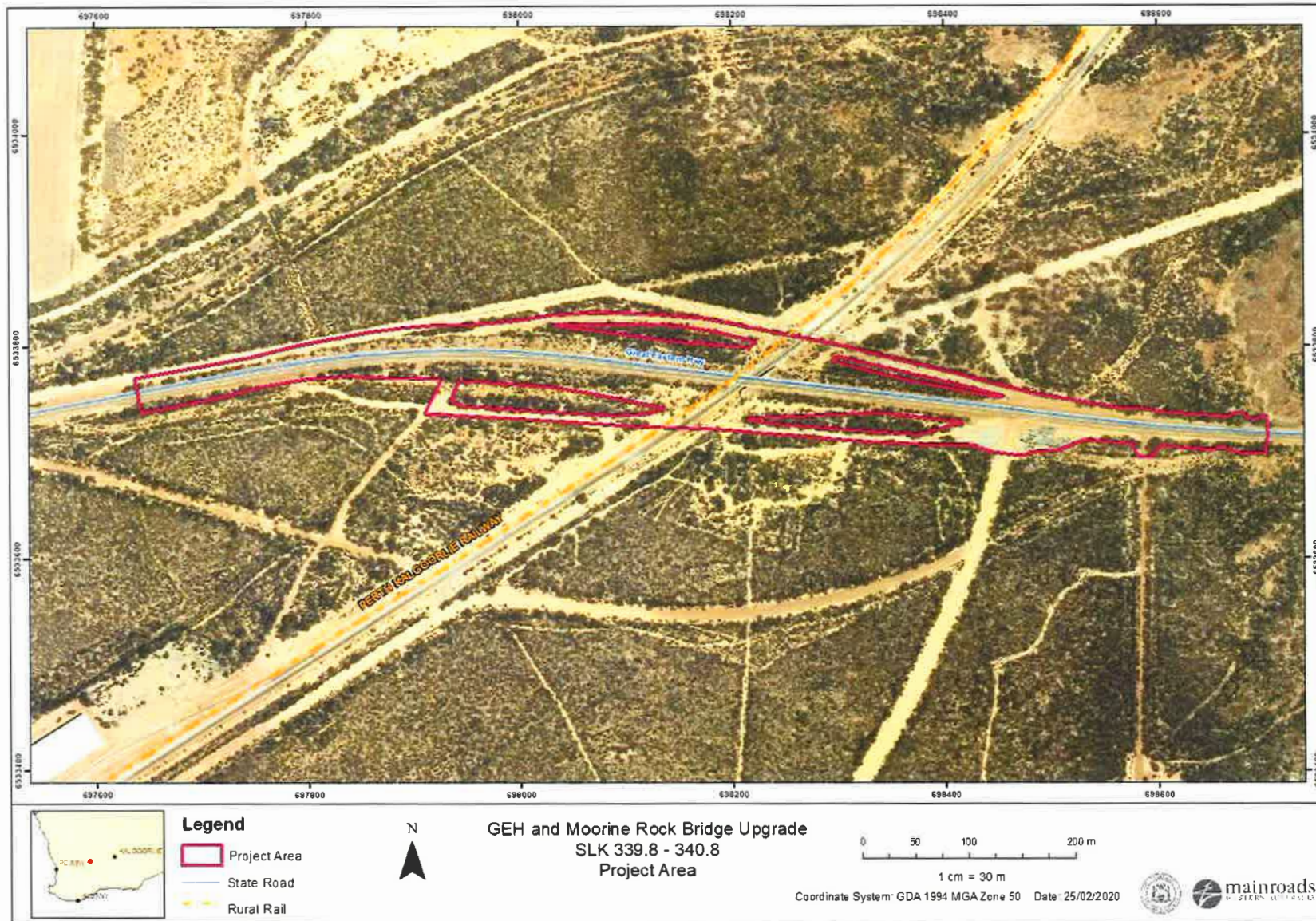
38/2020

Moved Cr Guerini/Seconded Cr Cobden

That Council advises Main Roads WA that it fully supports the proposed clearing associated with the upgrade and widening works to the Moorine Rock Bridge.

CARRIED (7/0)

ATTACHMENT 1 – Map of Project Area



9.1 Officers Report – Chief Executive Officer

9.1.2 Shire of Yilgarn Draft Community Strategic Plan 2020 -2030

File Reference	1.1.12.4
Disclosure of Interest	None
Voting Requirements	Simple Majority
Attachments	Draft Community Strategic Plan 2020-2030

Purpose of Report

To present to Council a Draft of the Shire of Yilgarn Community Strategic Plan 2020-2030 for Council consideration.

Background

Since August/September 2019, Council has been in the process of developing its new Community Strategic Plan 2020-2030. The community consultation process has included a community survey via post and online and a Community Workshop that was conducted on Wednesday, 19 February 2020.

Comment

The response to the Community Survey and Public Workshop could only be described as disappointing however, those residents that did participate provided Council with some valuable information as to the priorities and directions that Council should be delivering in the initial 4 years of the Plan and beyond.

Should Council accept the Draft Plan presented, it would be advertised in the local *Crosswords* newspaper and included in Council's web page seeking public comment and input relating to its content. At the conclusion of the comment period, the Plan, with proposed changes would be re-submitted to Council for final adoption.

The consultation process and preparation of the Strategic Plan was undertaken in-house to minimise costs.

Statutory Environment

Local Government Act 1995

5.56. Planning for the future

- (1) A local government is to plan for the future of the district.
- (2) A local government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.

Local Government (Administration) Regulation 1996

19C. Strategic community plans, requirements for (Act s. 5.56)

- (1) A local government is to ensure that a strategic community plan is made for its district in accordance with this regulation in respect of each financial year after the financial year ending 30 June 2013.
- (2) A strategic community plan for a district is to cover the period specified in the plan, which is to be at least 10 financial years.
- (3) A strategic community plan for a district is to set out the vision, aspirations and objectives of the community in the district.
- (4) A local government is to review the current strategic community plan for its district at least once every 4 years.
- (5) In making or reviewing a strategic community plan, a local government is to have regard to —
 - (a) the capacity of its current resources and the anticipated capacity of its future resources; and
 - (b) strategic performance indicators and the ways of measuring its strategic performance by the application of those indicators; and
 - (c) demographic trends.
- (6) Subject to subregulation (9), a local government may modify its strategic community plan, including extending the period the plan is made in respect of.
- (7) A council is to consider a strategic community plan, or modifications of such a plan, submitted to it and is to determine* whether or not to adopt the plan or the modifications.

*Absolute majority required.
- (8) If a strategic community plan is, or modifications of a strategic community plan are, adopted by the council, the plan or modified plan applies to the district for the period specified in the plan.
- (9) A local government is to ensure that the electors and ratepayers of its district are consulted during the development of a strategic community plan and when preparing modifications of a strategic community plan.
- (10) A strategic community plan for a district is to contain a description of the involvement of the electors and ratepayers of the district in the development of the plan or the preparation of modifications of the plan.

Strategic Implications

Shire of Yilgarn Strategic Plan 2016-2026 – Civic Leadership – Dynamic and visionary leadership guiding our community into the future.

Policy Implications

Council Policy 6.7 – Community Engagement Policy

DEFINITIONS

Community – those who live, work or recreate in the Shire of Yilgarn.

Community engagement – is any process “that involves the public in problem solving or decision-making and uses public input to make decisions”. (IAP2)

Community engagement may refer to a range of interactions of differing levels of engagement between the Shire and the community, including;

- Information sharing processes, to keep the community informed and promotes understanding.
- Consultation processes, to obtain feedback.
- Involving community members consistently throughout the process to ensure community concerns and aspirations are understood and considered.
- Collaborating with community members in each aspect of the decision-making process.
- Empowering the community.

The Shire of Yilgarn is committed to strengthening the Shire through effective community engagement to share information, gather views and opinions, develop options, build consensus and make decisions.

Community engagement assists the Shire of Yilgarn to provide good governance and strong leadership, delivering better decisions to guide the Shire’s priorities into the future.

This policy does not negate the requirement of the Shire to comply with statutory obligations.

The following principles apply to community engagement undertaken by the Shire of Yilgarn;

Focus and commitment	1	The purpose of each community engagement will be clearly scoped to determine how the engagement will add value to the Shire’s decision-making process.
	2	Each community engagement will be planned to clarify the level of influence the participants will have over the decision they are being invited to comment on or participate in. The person or body who is responsible for the final decision will be notified.
	3	The Shire is genuinely open to engaging with the community and committed to using a range of appropriate engagement methods.

Transparency and openness	4	All community engagement processes will be open and transparent.
	5	Comment will be documented and analysed.
	6	The Shire will seek to understand the concerns and interests of all stakeholders and provide opportunities for participants to appreciate each other's perspectives.
Responsiveness and feedback	7	The Shire will advise participants of progress on issues of concern and provide feedback in a timely manner on the decision made and the rationale for the decision will be communicated where necessary.
	8	The best interest of the community will prevail over the individual or vested interests.
Inclusiveness, accessibility and diversity	9	Persons or organisations affected by or who have an interest in a decision will have an opportunity to participate in the community engagement process.
	10	Community engagement process will be open to all those who wish to participate.
Accountability	11	The Shire will seek community engagement to enhance its decision-making, however, where the Shire is responsible and accountable for a given matter, it will accept its responsibility to make the final decision and provide leadership.
Information	12	Appropriate, accessible information will be available to ensure participants are sufficiently well informed and supported to participate in the process.
Timing	13	Community engagement will be undertaken early enough in the process to ensure that participants have enough time to consider the matter at hand and provide meaningful feedback.
	14	All engagement processes will have timeframes that will be made clear to participants and adhered to by the Shire.
Resources	15	The Shire will allocate sufficient financial, human and technical resources to support community engagement.
Evaluation	16	The Shire will monitor and evaluate processes to ensure the engagement being undertaken is meeting planned outcomes.

Financial Implications

Nil

Officer Recommendation and Council Decision

39/2020

Moved Cr Rose/Seconded Cr Shaw

That Council endorses the content of the Draft Community Strategic Plan 2020-2030 and advertises the Plan calling for public comment prior to it being re-presented to Council for final adoption at the June 2020 Ordinary meeting.

CARRIED (7/0)

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.1 Financial Reports

File Reference	8.2.3.2
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Attachments	Financial Reports

Purpose of Report

To consider the Financial Reports

Background

Enclosed for Council's information are various financial reports that illustrate the progressive position of Council financially on a month-by-month basis.

The following reports are attached and have been prepared as at the 31 March 2020.

- Rates Receipt Statement
- Statement of Investments
- Monthly Statement of Financial Activity
- Own Source Revenue Ratio

Councillors will be aware that it is normal practice for all financial reports to be indicative of Council's current Financial Position as at the end of each month.

Comment

Nil

Statutory Environment

Local Government (Financial Management) Regulations 1996 Regulation 34(i)(a) and Regulation 17.

Strategic Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Officer Recommendation and Council Decision

40/2020

Moved Cr Nolan/Seconded Cr Cobden

That Council endorse the various Financial Reports as presented for the period ending 31 March 2020

CARRIED (7/0)

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.2 Accounts for Payment

File Reference	8.2.1.2
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Attachments	See attachment 9.2.2

Purpose of Report

To consider the Accounts for Payment

Background

Municipal Fund – Cheque Numbers 40883 to 40896 totalling \$45,893.05, Municipal Fund-EFT Numbers 9849 to 9940 totalling \$965,912.75, Municipal Fund – Cheque Numbers 1601 to 1606 totalling \$258,406.64, Municipal Fund Direct Debit Numbers 14489.1 to 14489.11 totalling \$19,507.86, Municipal Fund Direct Debit Numbers 14554.1 to 14554.11 totalling \$19,314.96 Municipal Fund Direct Debit Numbers 14529.1 to 14529.11 totalling \$18,791.03 Trust Fund 402498 to 402501 totalling \$2,600.78 and Trust Fund – Cheque Numbers 6220 to 6223 (DPI Licensing) totalling \$29,422.80 are presented for endorsement as per the submitted list.

Comment

Nil

Statutory Environment

Sections 5.42 and 5.44 of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996, Regulation No 12 and 13

Strategic Implications

Nil

Policy Implications

Council has provided delegation to the Chief Executive Officer to make payments from the Shire of Yilgarn Municipal, Trust or another Fund.

Financial Implications

Drawdown of Bank funds

Officer Recommendation and Council Decision

41/2020

Moved Cr Rose/Seconded Cr Close

Municipal Fund – Cheque Numbers 40883 to 40896 totalling \$45,893.05, Municipal Fund-EFT Numbers 9849 to 9940 totalling \$965,912.75, Municipal Fund – Cheque Numbers 1601 to 1606 totalling \$258,406.64 Municipal Fund Direct Debit Numbers 14489.1 to 14489.11 totalling \$19,507.86, Municipal Fund Direct Debit Numbers 14554.1 to 14554.11 totalling \$19,314.96 Municipal Fund Direct Debit Numbers 14529.1 to 14529.11 totalling \$18,791.03 Trust Fund 402498 to 402501 totalling \$2,600.78 and Trust Fund – Cheque Numbers 6220 to 6223 (DPI Licensing) totalling \$29,422.80 are presented for endorsement as per the submitted list.

CARRIED (7/0)

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.3 2020/2021 Differential Rates-Object and Reasons

File Reference	8.1.1.5
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Attachments	Attachment 1 – 2020/2021 Rating Strategy Attachment 2 – 2020/2021 Rating Objects & Reasons

Purpose of Report

Council is requested to endorse the 2020/2021 Rating Strategy & Objects & Reasons.

Background

It is proposed to impose Differential Rates for the year ending 30th June 2021 under the various rating categories within the Shire of Yilgarn.

Under Section 6.33 (3) of the Local Government Act 1995, a Local Government is not, without the approval of the Minister, to impose a differential general rate which is more than twice the lowest differential general rate imposed by it.

With the Differential General Rates being proposed in the 2020/2021 Rating Strategy and Objects & Reasons, Council falls under the umbrella of this section of the Act. Note however that it is only applicable to UV Mining. Accordingly, Ministerial approval is required and the proposal to impose this rate must be advertised for a period of not less than 21 days with any submissions received subsequently being presented to Council for consideration.

Comment

In line with the State Governments recommendations, it will be proposed that the rates to be imposed for the 2020/2021 financial year remain the same as those imposed in the 2019/2020 year.

It has also been indicated by the Minister for Local Government that he has requested the Minister for Lands to freeze property valuations at a level comparable to those advised at the beginning of 2019/2020, the Minister for Lands is currently seeking legal advice on this.

While not forming part of the Rating Strategy, as a further support measure to the Yilgarn Community, during budget deliberations, it will be suggested not to impose an interest percentage on instalment payments and not to impose an instalment administration fee. It will be suggested to impose an interest percentage on other generally outstanding rates so as not to benefit ratepayers with historically delinquent rates.

It should also be noted that the recommendations being put forward follow the requirements of the Local Government Act 1995 and the Ministers policy on approvals for differential rating as they currently stand. However, there are discussions currently being held in the Department for Local Government to relax these to some extent if a no change rating structure is endorsed.

Statutory Environment

Attachment 1 - 2020/2021 Rating Strategy, contains a detailed listing of the Local Government Act rating provisions.

Strategic Implications

Strategic Goal
Civic Leadership

Strategic Outcome
A trustworthy and cohesive Council that functions efficiently and effectively to meet the needs of our community.

Policy Implications

There are no policy implications as a result of this report.

Financial Implications

The outcome of this recommendation will ultimately inform the direction for the 2020/2021 Income Budget as it relates to the raising of Rates

Officer Recommendation

That Council:

1. *Endorse the Differential Rating – Objects and Reasons for the 2020/2021 rating years as presented;*
2. *Endorse the following proposed Differential General Rates Categories, Rates in the Dollar and Minimum amounts for the Shire of Yilgarn for the 2020/2021 financial year:*

<i>Land Category</i>	<i>Rate – Cents in the Dollar</i>	<i>Minimum Payment</i>
<i>GRV - Residential/Industrial</i>	<i>11.2332</i>	<i>\$500</i>
<i>GRV - Commercial</i>	<i>7.9074</i>	<i>\$400</i>
<i>GRV - Minesites</i>	<i>15.8148</i>	<i>\$400</i>
<i>GRV-Single Persons Quarters</i>	<i>15.8148</i>	<i>\$400</i>
<i>UV - Rural</i>	<i>1.7575</i>	<i>\$400</i>
<i>UV - Mining</i>	<i>17.3923</i>	<i>\$400</i>

3. Endorse a public consultation process on the proposed Differential General Rates and General Minimum Rates as follows:

- *Statewide and local public notice on Friday 1st May 2020 as per the requirements of section 6.36 of the Local Government Act 1995.*
- *Individual ratepayer consultation for all ratepayers in General Rate Categories*

Council Decision

42/2020

Moved Cr Close/Seconded Cr Guerini

That Council separate the recommendation and vote on each point individually.

CARRIED (7/0)

43/2020

Moved Cr Close/Seconded Cr Guerini

That Council:

1. *Endorse the Differential Rating – Objects and Reasons for the 2020/2021 rating years as presented;*

CARRIED (6/1)

Cr Nolan voted against the Motion

44/2020

Moved Cr Cobden/Seconded Cr Rose

2. *Endorse the following proposed Differential General Rates Categories, Rates in the Dollar and Minimum amounts for the Shire of Yilgarn for the 2020/2021 financial year:*

<i>Land Category</i>	<i>Rate – Cents in the Dollar</i>	<i>Minimum Payment</i>
<i>GRV - Residential/Industrial</i>	<i>11.2332</i>	<i>\$500</i>
<i>GRV - Commercial</i>	<i>7.9074</i>	<i>\$400</i>
<i>GRV - Minesites</i>	<i>15.8148</i>	<i>\$400</i>
<i>GRV -Single Persons Quarters</i>	<i>15.8148</i>	<i>\$400</i>
<i>UV - Rural</i>	<i>1.7575</i>	<i>\$400</i>
<i>UV - Mining</i>	<i>17.3923</i>	<i>\$400</i>

CARRIED (6/1)

Cr Nolan voted against the Motion

45/2020

Moved Cr Guerini/Seconded Cr Close

- 3. *Endorse a public consultation process on the proposed Differential General Rates and General Minimum Rates as follows:***
- *Statewide and local public notice on Friday 1st May 2020 as per the requirements of section 6.36 of the Local Government Act 1995.***
 - *Individual ratepayer consultation for all ratepayers in General Rate Categories with less than 30 ratepayers.***

CARRIED (7/0)

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.4 Waiver of Rates Late Payment Interest

File Reference	8.1.1.10
Disclosure of Interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to approve, retrospectively, the waiver of late payment interest calculated on outstanding rates effective from 1st March 2020

Background

Any amount of rates remaining unpaid after 35 days from issue with the ratepayer not electing to pay their rates by instalment, attracts an 11% outstanding rates interest charge calculated monthly.

Any rates being paid by instalments attract a 5.5% interest charge for the amount of rates outstanding in any given month. If an instalment payment is missed, then the 11% interest rate is applicable.

Comment

With the current declared state of emergency due to the COVID-19 pandemic and the present and ongoing financial and economic impact this has, it will be recommended for Council approve, retrospectively, management's decision to "turn off" the interest calculations on all outstanding rates, including those on instalments, for the remainder of the 2019/2020 financial year.

The intent of this decision is to provide as much ongoing support to community members, both private and businesses, in the Shire of Yilgarn while not adversely affecting Council's ability to maintain its current level of services. While this decision will have benefits to certain ratepayers who are significantly delinquent in the payment of their rates, it was felt that, as a whole, the benefit to the community was greater.

As part of the 2020/2021 budget process, a more refined interest relief approach can be discussed and implemented.

Statutory Environment

Local Government Act 1995

6.12. Power to defer, grant discounts, waive or write off debts

- (1) Subject to subsection (2) and any other written law, a local government may —
 - (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or
 - (b) waive or grant concessions in relation to any amount of money; or
 - (c) write off any amount of money,which is owed to the local government.

** Absolute majority required.*

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

[Section 6.12 amended: No. 64 of 1998 s. 39.]

Strategic Implications

Strategic Goal

Civic Leadership

Strategic Outcome

A trustworthy and cohesive Council that functions efficiently and effectively to meet the needs of our community.

Policy Implications

There are no policy implications as a result of this report

Financial Implications

The outstanding rates interest waived for March 2020 totals \$3,166 with similar monthly amounts expected to be waived each month for the remaining three months of the 2019/2020 financial year.

Officer Recommendation and Council Decision

46/2020

Moved Cr Cobden/Seconded Cr Shaw

That Council approves, retrospectively, management's decision to waive the calculation and application of outstanding rates interest commencing on the 1st March 2020 and continuing to the end of the 2019/2020 financial year.

CARRIED BY ABSOLUTE MAJORITY (7/0)

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.5 COVID19 Financial Hardship Policy

File Reference	2.3.3.2
Disclosure of Interest	Nil
Voting Requirements	Absolute Majority
Attachments	COVID19 Financial Hardship Policy

Purpose of Report

Council is requested to endorse a COVID–19 Financial Hardship Policy.

Background

With the current declared state of emergency due to the COVID-19 pandemic and the present and ongoing financial and economic impact this has to the residents and ratepayers of the Shire of Yilgarn, it will be recommended for Council to adopt the attached hardship policy with the intent to clarify the decision making process when assessing any applications for rate payment relief.

Comment

The Western Australian Local Government Association (WALGA) has provided the attached policy that Staff have reviewed for relevance to the Shire of Yilgarn. The policy, as received, is suitable and applicable to Councils current practices and procedures and the recommendation will be to adopt as presented.

While this policy is intended for the current state of emergency due to the COVID-19 pandemic, it will be reviewed annually along with the rest of Councils policies and, when no longer required, be withdrawn.

Statutory Environment

Local Government Act 1995

2.7. Role of council

- (1) The council —
 - (a) governs the local government's affairs; and
 - (b) is responsible for the performance of the local government's functions
- (2) Without limiting subsection (1), the council is to —
 - (a) oversee the allocation of the local government's finances and resources; and
 - (b) determine the local government's policies.

Strategic Implications

Strategic Goal
Civic Leadership

Strategic Outcome
A trustworthy and cohesive Council that functions efficiently and effectively to meet the needs of our community.

Policy Implications

This item recommends the implementation of a new policy

Financial Implications

The immediate financial implication of adopting this policy are nil while longer term could lead the delayed repayment of an, at this time, unknown amount of rates.

Officer Recommendation and Council Decision

47/2020

Moved Cr Close/Seconded Cr Nolan

That Council endorses the inclusion of the presented COVID-19 Financial Hardship Policy in the Council Policy Manual.

CARRIED BY ABSOLUTE MAJORITY (7/0)

POLICY: COVID-19 FINANCIAL HARDSHIP

POLICY NO: 3.12

SECTION: FINANCE

INCEPTION DATE: APRIL 2020

DUE FOR REVISION: SEPTEMBER 2020

POLICY OBJECTIVE

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

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

POLICY SCOPE

This policy applies to:

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

POLICY STATEMENT

1 Payment difficulties, hardship and vulnerability¹

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

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

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

2 Anticipated Financial Hardship due to COVID19

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

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

3 Financial Hardship Criteria

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

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

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

4 Payment Arrangements

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

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

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

5 Interest Charges

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

6 Deferment of Rates

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

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

7 Debt recovery

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

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

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

8 Review

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

9 Communication and Confidentiality

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request. We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

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

9.2 Reporting Officer– Executive Manager Corporate Services

9.2.6 Waiver of Fees and Charges for Sporting Clubs and Certain Commercial Leases

File Reference	8.2.6.27
Disclosure of Interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

Council is requested to endorse the waiver and, if already paid, the return of fees imposed for the use of various sporting facilities by clubs and retail shop fronts by tenants.

Background

With the current declared state of emergency due to the COVID-19 pandemic and the present and ongoing financial and economic impact this has, it will be recommended for Council to endorse the waiving of sporting facility lease fees normally payable by the clubs that utilises them and for the waiving of the commercial lease fees for the tenants of the Council owned shop front located in Antares Street, Southern Cross.

Comment

As all sporting facilities owned and run by the Shire of Yilgarn have been ordered closed and with bans on large groups of people congregating together during the current state of emergence, it will be recommended that the facility lease fees included in the 2019/2020 budget and charged to the sporting clubs that use them be waived and if paid, returned.

It will also be recommended that once the tenants of the shop front owned by Council and located at 11 Antares Street, Southern Cross are able to take possession, that the rental fees for the lease of the premises be waived for the remainder of the 2019/2020 financial year.

The intent of these waivers is to provide as much support to the community and businesses in the Shire as is practicable at this time.

Statutory Environment

Local Government Act 1995

6.12. Power to defer, grant discounts, waive or write off debts

- (1) Subject to subsection (2) and any other written law, a local government may —
 - (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or
 - (b) waive or grant concessions in relation to any amount of money; or
 - (c) write off any amount of money,

which is owed to the local government.

** Absolute majority required.*

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

[Section 6.12 amended: No. 64 of 1998 s. 39.]

Strategic Implications

Strategic Goal

Civic Leadership

Strategic Outcome

A trustworthy and cohesive Council that functions efficiently and effectively to meet the needs of our community.

Policy Implications

There are no policy implications as a result of this report

Financial Implications

As all facility lease fees invoiced to the various sporting clubs have been paid, if Council was to endorse this item then lease income of \$8,850 would need to be recorded as *Support to Community Group* expenditure.

The potential loss of rental income from the shop front leases is estimated at \$600

Officer Recommendation and Council Decision

48/2020

Moved Cr Guerini/Seconded Cr Rose

That Council endorses

- 1. the refund of the 2019/2020 sporting facility lease fees to:***
 - Yilgarn Netball Association - \$1,550 (inc GST)***
 - Yilgarn Bowls and Tennis Club - \$1,550 (inc GST)***
 - Southern Cross Football Club - \$3,600 (inc GST)***
 - Southern Cross Golf Club - \$ 600 (inc GST)***
 - Yilgarn Mixed Basketball Assoc - \$1,550 (inc GST); and***
- 2. Once occupied, waive the rental income for the remainder of the 2019/2020 financial year for the two leases of the shop fronts located at 11 Antares Street, Southern Cross.***

CARRIED BY ABSOLUTE MAJORITY (7/0)

9.4 Reporting Office – Executive Manager Regulatory Services

9.4.1 Development Application – Ancillary Accommodation – Lot 451 Bennett Road Parker Range

File Reference	3.1.3.1
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Attachments	Development building and site plans

Purpose of Report

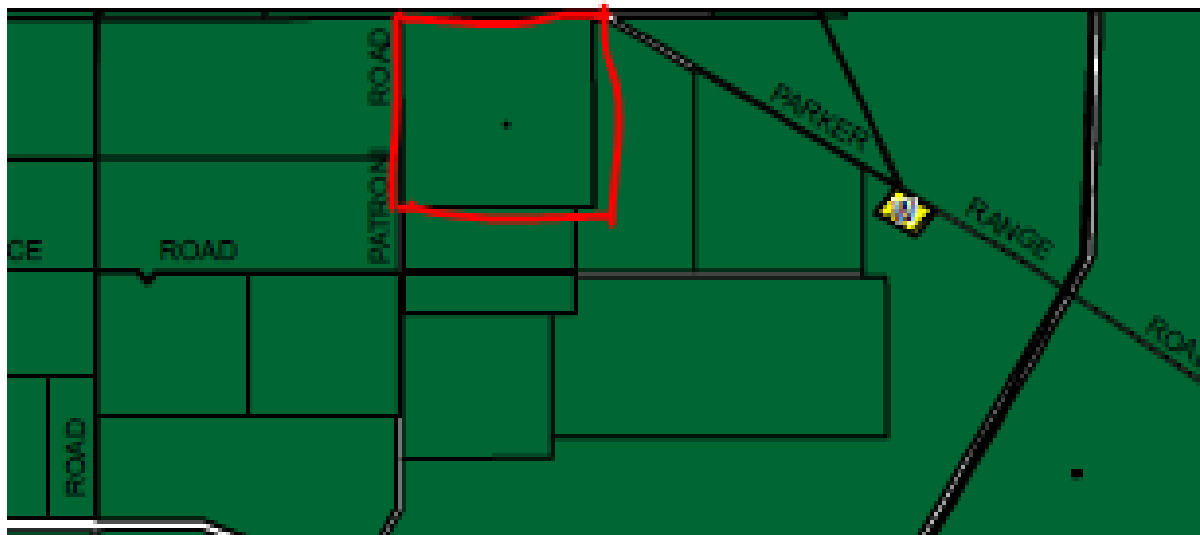
The Shire has received a development application on the 7th April 2020 requiring Council approval for a large ancillary accommodation complex. The proposed development is at Lot 451 Bennett Road Parker Range approximately 10km's south of Marvel Loch. The development is a significant project at an estimated cost of \$7 million for the accommodation site only.

Background

The proponent is looking to provide “ancillary accommodation” for 99 persons that will service the existing Parker Range mine development and operations. For the purposes of this application, the ancillary accommodation will be referred to as the Accommodation Village as it is on the plans provided.

The property subject to the development is currently privately owned. The proponent Mineral Resources is currently in negotiations with the owners in anticipation to purchase the property. The proponent has stated an agreement will be reached between the current landowner and Mineral Resources by this Council meeting date the 16th April 2020.

The zoning pursuant to the current Shire of Yilgarn Town Planning Scheme 2 (The Scheme), PART III – ZONES 3.1.1 classification for the site is Rural/Mining zone. The road to north of the property is Bennett Road and depicted as follows-



The Schemes proposed land use or definition of Rural/Mining Zone is as follows-

The Rural/Mining Zones to be used for agricultural, residential and public recreation uses. Extractive Industry (mining) occurs widespread in the rural area of the Shire but, owing to its high impact, needs to be approved by Council after satisfactory advertisement.

The proposed land use is a "AA" use class, pursuant to PART III – ZONES 3.2 TABLE 1 - ZONING TABLE

An "AA" means that the use is not permitted unless the Council has granted planning approval.

Council is advised the proposed Accommodation Village meets the objectives of the scheme and the current Shire of Yilgarn Strategic –Community Plan 2016 -2026. The Plan states as an economic strategy "The Shire continue to provide an efficient and effective approval process" and "Support initiatives progressed by the local business community."

Comment

Setback Requirements

Council is not required to make a determination on the setbacks for the Accommodation Village. The Scheme does not have any prescriptive requirements in this particular zoning for the development the proponent has put forward.

Notwithstanding the scheme requirements, the proposal has the following setbacks-

- North boundary setback 355m
- West boundary setback 1315m
- South boundary setback 3378m
- East boundary setback 2000m

Advertising Requirements

Council has the discretion and may give notice of an "AA" use development application pursuant to 6.3.3 of The Scheme. If Council choose to put the application through the rigour of an advertising process The Scheme states as follows-

Where the Council is required or decides to give notice of an application for planning approval the Council shall cause one or more of the following to be carried out:

- a) *Notice of the proposed development to be served on the owners and occupiers as likely to be affected by the granting of planning approval stating that submissions may be made to the Council within 21 days of the service of such notice.*
- b) *Notice of the proposed development to be published in a newspaper circulating in the scheme area stating that submissions may be made to the Council within twenty-one days from the publication thereof.*

- c) *A sign or signs displaying notice of the proposed development to be erected in a conspicuous position on the land for a period of twenty-one days from the date of publication of the notice referred to in paragraph (b) of this sub-clause.*

Statutory Environment

Planning and Development Act 2005
Planning and Development Regulations 2009
Shire of Yilgarn Town Planning Scheme No 2

Strategic Implications

Goal

A prosperous future for our community.

Outcome

Businesses in the Shire remain competitive and viable.

Strategy

Continue to provide an efficient and effective approval process and Support initiatives progressed by the local business community.

Policy Implications

Nil

Financial Implications

Nil

Officer Recommendation

Council, approve the development application for Ancillary Accommodation (Accommodation Village) for 99 persons at Lot 451 Bennett Road Parkers Range, subject to the following conditions:

- 1. The proponent is to make application to the Shire for approval of the onsite treatment of effluent and comply with the Health (Miscellaneous Provisions) Act 1911.*
- 2. Council's Executive staff liaising with the proponent regarding traffic management and road upgrade or cross over issues in the immediate area pertaining to the development.*

Council Decision

49/2020

Moved Cr Nolan/Seconded Cr Close

That whilst Council approves of the development application for Ancillary Accommodation (Accommodation Village) for 99 persons at Lot 451 Bennett Road Parkers Range, subject to the following conditions, Council does request Mineral Resources to provide its rationale for locating the Accommodation Village at this site as opposed to the Marvel Loch town site as it considers Marvel Loch to be a more preferable location based on existing infrastructure within the town site:

CONDITIONS

- 1. The proponent is to make application to the Shire for approval of the onsite treatment of effluent and comply with the Health (Miscellaneous Provisions) Act 1911.***
- 2. Council's Executive staff liaising with the proponent regarding traffic management and road upgrade or cross over issues in the immediate area pertaining to the development.***
- 3. That a second access/exit road to Lot 451 Bennet Road is included in the overall planning to the site for emergency situations***

REASON FOR ALTERATION TO RECOMMENDATION

Whilst Council was not opposed to the Development Application submitted for Lot 451 Bennet Road, Council did feel that it was necessary for Mineral Resources to explain their rationale behind the decision to site the Accommodation Village at this location and not the Marvel Loch town site. Council also considered that it was particularly important to highlight the need of an additional condition regarding access/exit to the site in case of emergencies.

10 APPLICATION FOR LEAVE OF ABSENCE

Nil

11 MOTIONS FOR WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Cr Nolan submitted the following Notice of Motion for Council consideration:-

CR NOLAN'S SUPPORTING COMMENTS

It appears that we are in the early stages of managing this epidemic, and the experience in countries and regions where isolation measures have been less than adequate is higher infection rates and deaths. And the countries and regions with the lowest infection rates are those that implemented rigorous isolation at the earliest possible stage. This epidemic will spread if we allow it to.

The measures being employed by the WA State Government are to be commended.

The Shire of Yilgarn can do its bit by knowing what the protocols being employed are, and ensuring that they are being implemented.

Cr Nolan provided further information in relation to the Notice of Motion prior to it being put.

50/2020

Moved Cr Nolan/Seconded Cr Della Bosca

1. ***That Council recognises the increased threat of higher rates in infection of the local community by Covid19 by bus in bus out (BIBO), drive in drive out (DIDO) and fly in fly out (FIFO) operations, particularly those with larger work forces, frequent roster cycles, and regular contact with local community members. These operations include mine operators, their contractors and consultants and any other organisations providing services within the Shire whose activities potentially involve their employees having contact with local community members.***
2. ***That Council writes to the Health Minister and requests the State Government's support to ensure that appropriate protocols are put in place by employers to minimise the possibility of infected persons moving in and out of the Shire and to ensure that these protocols are effectively policed.***
3. ***That all employers regularly moving employees in groups of two or more employees into the Shire advertise their Covid19 management plans such that the public can readily understand the measures (to reduce Covid19 infection rates) being employed by the employer to manage infection rates.***
4. ***That employers do not change protocols without advertising the change, including the reasons behind the change, and including expert comment supporting the change from the appropriate State health authority before implementing the change.***

MOTION LOST (1/6)

12 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

51/2020

Moved Cr Close/Seconded Cr Cobden

That the new business be accepted for consideration

CARRIED (7/0)

12 Reporting Office – Executive Manager Regulatory Services

12.1 Southern Cross Waste Water Treatment Plant Reuse Scheme – Upgrade of Filtration and Pump System

File Reference	4.1.9.16
Disclosure of Interest	Nil
Voting Requirements	Absolute Majority
Attachments	Nil

Purpose of Report

The Shire's current Waste Water Reuse Scheme water treatment and pump system has been in service for approximately 20 years and Council Officers advocate the system requires replacement.

The current system has become unreliable and componentry for the original sewage filtration is becoming increasingly difficult to source or is obsolete. Local contractors can source and install a new containerised system that process's 20,000 litres in a 24-hour period for \$110,000 including GST.

Background

Council is advised, this is an unbudgeted item. Expenditure will be sourced from the Sewerage Upgrade Reserve account, which is in keeping with the purpose of this account. Pursuant to Section 6.8 of the *Local Government Act 1995* expenditure of this nature not included in the annual budget requires Council resolution with an absolute majority.

This expenditure allocation represents approximately 18% of the funds in the Sewerage Upgrade Reserve stated. The new system will be fully funded from the Sewerage Upgrade Reserve as a capital item not from general expenditure or maintenance budget allocations.

It is pertinent for Council to note, a directive was issued on the 27 March 2020 from the Minister Hon David Templeman and the State Council of WA Local Government Association to all Local Governments as follows-

- *"Bring forward capital works and infrastructure spending with aggressive application of reserves and borrowing."*

- *Prioritise Local Government spending with business's and contractors located within the Local Government".*

The current wastewater reuse system operates under licence with the Department of Water, Environment and Regulation (DEWR) and approval by the Department of Health (DoH), approval number M78/00000.

The wastewater-recycling scheme has been instrumental in reducing the risk of sewage overflows to the environment and providing a sustainable recycling system. This sustainable reuse is an important strategy to meet the objectives of the Shires goals in the Strategic Community Plan 2016 -2026.

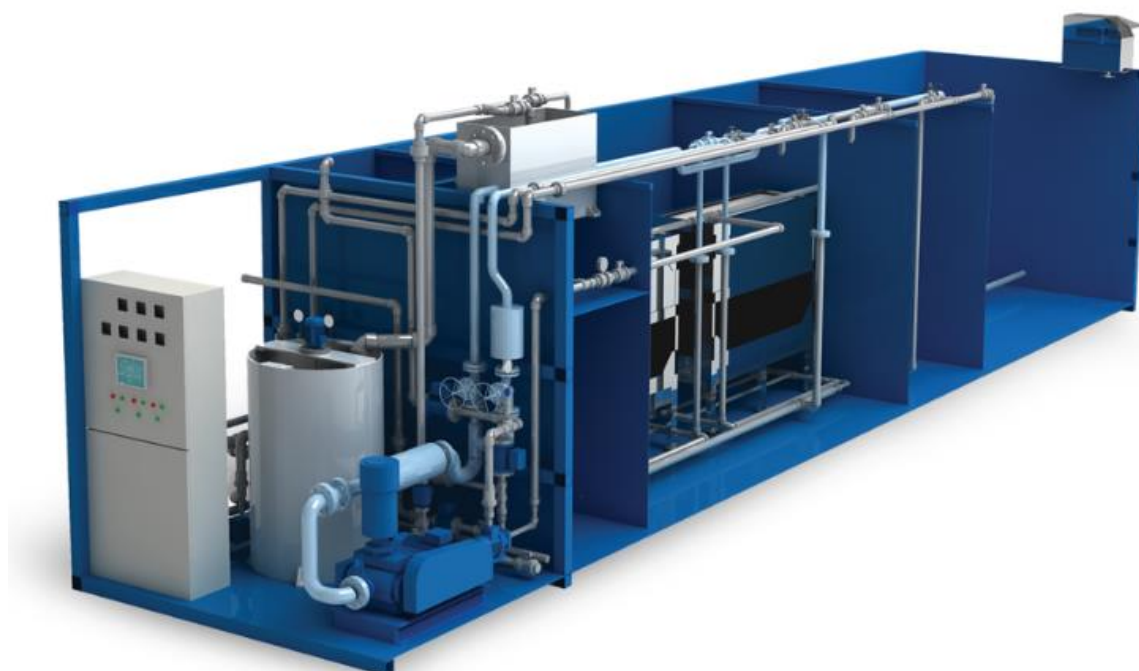
The licence and approval by these state departments requires regular sampling, analysis and reporting of treated water quality undertaken by the Shire. The Shire provides an annual report to the DoH and DEWR and it is a requirement to conduct an independent external audit every 5 years and forward to the DoH.

The last audit undertaken in 2019 resulted in the DoH recommending a review of the filtration system to increase efficiency in removing suspended solids.

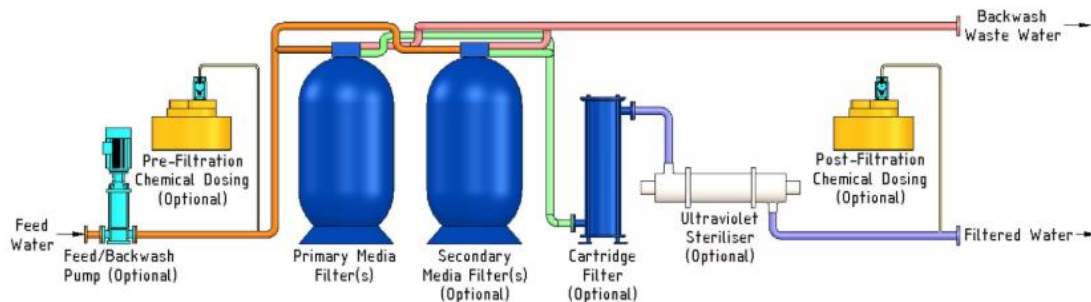
A new contemporary system including a larger media filtration system will adequately cater for the wastewater reuse and ensure ongoing compliance with the current and future licence conditions. This would also prolong the life of associated infrastructure such as the holding tanks and associated pump system at the strategic ovals.

Comment

The following depictions are of generic similar containerised sewerage water filtration and pump systems to that envisaged for the Southern Cross Sewerage Reuse Scheme.



The basic system of treatment is of that depicted below. Waste water from the Secondary pond is forced through the media filters after chlorine dosing and the filtered water is injected with chlorine and/or UV light treated prior to being pumped to the storage tanks at the oval. The proposed system will handle 20,000 litres per day, which is more than adequate for the needs of our reticulated parks and gardens and prevent offsite impacts such as sewerage overflows.



Statutory Environment

Local Government Act 1995

6.8. Expenditure from municipal fund not included in annual budget

- (1) A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —
 - (a) is incurred in a financial year before the adoption of the annual budget by the local government; or
 - (b) is authorised in advance by resolution*; or
 - (c) is authorised in advance by the mayor or president in an emergency.

* Absolute majority required.

- (1a) In subsection (1) —
additional purpose means a purpose for which no expenditure estimate is included in the local government's annual budget.
- (2) Where expenditure has been incurred by a local government —
 - (a) pursuant to subsection (1)(a), it is to be included in the annual budget for that financial year; and
 - (b) pursuant to subsection (1)(c), it is to be reported to the next ordinary meeting of the council.

6.11. Reserve accounts

- (1) Subject to subsection (5), where a local government wishes to set aside money for use for a purpose in a future financial year, it is to establish and maintain a reserve account for each such purpose.

- (2) Subject to subsection (3), before a local government —
- (a) changes* the purpose of a reserve account; or
 - (b) uses* the money in a reserve account for another purpose,
- it must give one month's local public notice of the proposed change of purpose or proposed use.
- * Absolute majority required.*
- (3) A local government is not required to give local public notice under subsection (2) —
- (a) where the change of purpose or of proposed use of money has been disclosed in the annual budget of the local government for that financial year; or
 - (b) in such other circumstances as are prescribed.
- (4) A change of purpose of, or use of money in, a reserve account is to be disclosed in the annual financial report for the year in which the change occurs.
- (5) Regulations may prescribe the circumstances and the manner in which a local government may set aside money for use for a purpose in a future financial year without the requirement to establish and maintain a reserve account.

Strategic Implications

Pursuant to the Shire of Yilgarn Strategic Community Plan 2016 - 2026

Environment Theme:

Goal

Protecting, utilising and enhancing our beautiful natural heritage

Outcome

Satisfaction with waste management services and recycling processes; and
Satisfaction with sewerage services.

Strategies

Establish and maintain environmentally sound regional waste facilities to cater for the Shires long term waste disposal requirements; and

Continue to maintain current sewerage systems in accordance with licensing requirements and asset management plan; and

Continue to use recycled water for use at the Southern Cross Oval and Constellation Park.

Policy Implications

Nil

Financial Implications

Expenditure is fully funded by the Sewerage Upgrade Reserve, no operating expenditure is being utilised.

Officer Recommendation

Council approve-

- 1. The purchase and installation of a new containerised pump, filtration and sanitation system at the Southern Cross Sewage Treatment Facility for the Waste Water Reuse Scheme; and***
- 2. The unbudgeted estimated capital cost is not to exceed \$110,000 inc GST and be recouped from the Sewerage Upgrade Reserve.***

Council Decision

52/2020

Moved Cr Close/Seconded Cr Nolan

That the item be deferred until May 2020 Ordinary Meeting of Council

CARRIED (7/0)

REASON FOR ALTERATION TO THE RECOMMENDATION

Whilst Council supported the upgrade of the filtration and pump system for the Southern Cross Waste Water Treatment Plant Reuse Scheme, Council considered that further investigation and information was required in respect to the proposed system/upgrade before a decision is made by Council.

13 MEETING CLOSED TO THE PUBLIC-CONFIDENTIAL ITEMS

Nil

14 CLOSURE

As there was no further business to discuss, the Shire President declared the teleconference meeting closed at 5.19pm and thanked Councillors for their participation.

I, Wayne Della Bosca confirm the above Minutes of the Meeting held on Thursday, 16th April 2020, are confirmed on Thursday, 21st May 2020 as a true and correct record of the April Ordinary Meeting of Council.

Wayne Della Bosca
SHIRE PRESIDENT

Minutes

Westonia/Yilgarn

LEMC Minutes

April 2020

MINUTES

WESTONIA YILGARN LEMC COMMITTEE THURSDAY 30th APRIL 2020

The following are the minutes from the Yilgarn/Westonia Local Emergency Management Committee meeting held on Thursday 30th April 2020, in the Shire of Yilgarn Council Chambers, located in Southern Cross.

1. Declaration of Opening

The LEMC Chairperson, Cr Wayne Della Bosca declared the meeting open at 7:00pm

2. Record of Attendance

In-Person

Cr Wayne Della Bosca	Shire of Yilgarn/LEMC Chairperson/Shire President
Cr Bryan Close	Deputy Shire President, Shire of Yilgarn
Cameron Watson	Acting CEO, Shire of Yilgarn, Executive Manager Corporate Services, Shire of Yilgarn
Dave Thirwell	OIC, Southern Cross Police
Diane Dixon	HSM, Southern Cross District Hospital
Stephanie Oetiker	Practice Manager and Registered Nurse, Southern Cross General Practice
Grayson Hindmarsh	LEMC Executive Officer/Executive Manager Regulatory Services, Shire of Yilgarn

Telephone Conferencing

Lauren Suttie	Principal, Moorine Rock PS
Jess Stephens	Deputy Principal, Southern Cross DHS
Jeremy Willis	DFES, Area Officer Central Wheatbelt
Jamie Criddle	CEO, Shire of Westonia
Cr Karin Day	Shire President, Shire of Westonia
Cr Daimon Geier	Councillor, Shire of Westonia
Yvette Grigg	District Emergency management Advisor
Ryan Mitchell	MRL, Koolyanobbing

Apologies

Karen Tabner	Principal, Southern Cross DHS
Dr Nwoko	Southern Cross General Practice
Peter Clarke	CEO, Shire of Yilgarn
Rika Andres	Principal, St. Joseph's Primary School

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WESTONIA YILGARN LEMC COMMITTEE THURSDAY 30th APRIL 2020

3. Confirmation of Previous Minutes

- 1) Confirmation of Minutes of the meeting held on 26 March 2020.

Moved: Dave Thirwell

Seconded: Diane Dixon

Business Arising from the Minutes

- I. Nil

4. Report from Local Emergency Coordinator – Sgt Dave Thirwell WAPOL

- Sgt. Thirwell stated the policing of mass gatherings were most time consuming to local Police. It was noted the numbers in mass gatherings had gone up to 10 from 2;
- WA district borders remain in place and 17 vehicles had been turned around at Yellowdine and 1 person was charged with disobeying emergency management orders;
- There remains no active Covid 19 cases in the Yilgarn Shire as two cases had recovered and quarantine for those individuals lifted and no new cases have been noted in the last 30 days;
- Sgt Thirwell wished to congratulate the parents on a job well done during the home schooling period.

5. Report from Southern Cross District Hospital – Ms Dianne Dixon

- Ms Dixon stated the hospital was running business as usual;
- Southern Cross Hospital staff have all been administered the current flu vaccination;
- All hospital staff are screened on returning to work;
- Ms Dixon presented the WA Country Health Service Situation Report to the meeting. The Situation Report as of 29 April 2020 stated there were only 3 active COVID 19 cases in regional WA being in the goldfields region;
- The Situation Report stated the regional supply survey undertaken by the DPIRD demonstrated the risks in the supermarket supply chain are not as significant as thought.

6. Report from DFES Area Officer Central Wheatbelt– Mr Jeremy Willis

- Mr Willis stated there were no salient issue to report and there were no DFES crew members affected for the recent period of COVID 19 restrictions.

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7. Report from Southern Cross Medical Centre – Ms Stephanie Oetiker

- Ms Oetiker stated the modus operandi at the Medical Centre had not changed and people attending were screened appropriately;
- The supply of influenza vaccine has been good and no issue with obtaining further supplies;
- The Medical Centre had been practising social distancing protocol and phone consultation had proven popular with many patrons.

8. Report from Acting CEO Shire of Yilgarn – Mr Cameron Watson

- Mr Watson stated the administration office would return back to normal function including staffing levels and opening hours effective 4 May 2020;
- Notwithstanding the office opening the Southern Cross Community Resource Centre would remain on reduced hours from 10.00am to 12.00pm for Centrelink Functions Only.

9. Report from Mineral resources Koolyanobbing – Mr Ryan Mitchell

- Mr Mitchell stated all workers are screened prior to leaving Perth;
- Delivery drivers are screened prior to entry the mine site, including temperature checked;
- Only 1 person was turned away and that was for issues not COVID 19 related.

10. Report from Principal Moorine Rock Primary School – Ms Lauren Suttie

- Ms Suttie stated approximately 90% of students will be returning face to face attendance next week;
- The School is adhering to WA Education Department directives and anticipates a return to normal school attendance in the near future.

11. Report from Deputy Principal Southern Cross DHS – Jess Stephens

- Ms Stephens stated 30% of students had been participating in online learning;
- The school is adhering to WA Education Department directives and anticipates a return to normal school attendance in the near future.

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12. Report from Shire President of Westonia Shire – Ms Karin Day

- Ms Day stated the local grocery store in the town site of Westonia was down approximately 60% of its supplies and still finding it difficult to obtain sufficient day to day commodities;
- Much to the chagrin of some constituents in the Westonia Shire, boarding schools were still not able to open or restrictions on restricted opening is unpalatable.

13. Report from District Emergency Management Advisor – Ms Yvette Grigg

- Ms Grigg wished to make note that there is Government assistance available to small businesses that are restricted or struggling due to the COVID 19 effect on the economy;
- On behalf of the Wheatbelt District Emergency Management Committee Ms Grigg tabled the briefing notes from a meeting held by them on the Tuesday the 28th April 2020. (see attachment 1)

14. Correspondence Out

Nil

15. General Business

Jamie Criddle – Shire of Westonia

- Mr Criddle stated after initial action was taken to restrict access to the administration of the Westonia Shire due to COVID 19 there came an acceptance from the community;

16. Next Meeting

Cr Della Bosca thanked all for attending and indicated that the next meeting be scheduled for Thursday 28th May 2020 and subsequent meeting on 25th June 2020 in Southern Cross or as required.

17. Closure

The meeting was declared closed at 6:15 pm.

MINUTES

WESTONIA YILGARN LEMC COMMITTEE
THURSDAY 30th APRIL 2020

Attachment 1



#4 Briefing Note for LEMCs re Wheatbelt Operational Area Support

Group Meeting held on Tuesday 28th April 2020

Attendance:

Regional representatives from;

WA Country Health Service
Department of Communities
WA Police (Wheatbelt)
WA Police (Great Southern)
DFES (Goldfields Midlands)
DFES (Upper Great Southern)
Local Government Avon Country Zone
Local Government Great Eastern Country Zone
WA Primary Health Networks
Water Corporation
Department of Education
DPIRD

Key issues and Actions

- This is not the time for complacency. All agencies to assist by enforcing safety messages (hygiene, social distancing, isolation as required) to the community.
- 10 Wheatbelt cases so far with 9 cleared and 1 active. Another 1 waiting on second test.
- Priority vaccination programme commencing, starting with the more vulnerable.
- Inter-regional travel restrictions remain in place and WA Police continue to man VCPS and mobile patrols.
- A "Human and Social Services Subcommittee" has been formed. The intent of the subcommittee will be to ensure continuity of services during the crisis using a collaborative approach to undertake such tasks as identifying potential issues, create flexible strategies and appropriate solutions. The membership of the existing human services group will form the basis of the committee with additional services /agencies as required. Yvette Harrison, Dept of Education will be the chair of the group and act as the conduit to the OASG.

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- WAPHA (All Primary Health Networks) have been requested by the Dept. of Health Commonwealth to assist Private Residential Aged Care Facilities with Staff and Immunisations. Working closely with Wheatbelt Mental Health Manager's group, aged care and those with chronic conditions, identifying issues and sharing ideas and concerns. Key issues and areas of concern
 - access to technology for telehealth and students, given no library access and limited CREC access
 - Local Government trying to deal with those that are sleeping rough. New subcommittee will hopefully be able to assist in this space.
- Primary Health Care organisations – business as usual although the platform is mostly telephone/video consults. Majority of Primary Health Care providers have the same complement of staff.
- An additional \$6 million will be provided to support drug and alcohol services.
- Public schools will be open again for pupils on 29 April 2020. Focus is on face to face delivery. Expect 70 – 80% of students to return. Extra cleaners engaged and additional contingencies in place. Boarding colleges are not open at this time.
- Local Government's looking at budgeting re community economic assistance. Economic Incentives beginning to be released.
- Food security Working Group are working with Metcash specifically to address critical supply issues. They have contacted 55 stores on critical issues list and hotspots were identified in the Wheatbelt, Great Southern and Goldfields Esperance regions.
- G2G pass is live and available on apple/google play stores.
<https://www.g2gpass.com.au/>
- Recovery: On a webinar held Friday 24th April – Sharyn O'Neill, State Recovery Controller advised the following:
 - Currently examining the state's recovery legislation/Policies and arrangements. While they look robust some changes may need to be made to ensure suitability for Pandemic.
 - The National Principles for recovery are strong and work will align with these

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- National cabinet is working together to establish a cohesive response and recovery framework. Taking some time as we ensure work across the nation is consistent
- While still very early days some aspects of this recovery are becoming clear.
- Response and recovery will happen concurrently, it will not be as linear as in some other events.
- There will be 2 clear phases of recovery
 - Releasing of measures and measuring the impacts of this
 - Managing the broader issues across the social and economic areas, breaking down into the regional impacts, industry impacts, health impacts as well as mental health and including issues such as domestic violence.
- The COVIDSAFE app is now available, everyone is encouraged to download and start using the app.



COVIDSafe

Australian Department of Health

3+



Add to Wishlist

The next meeting of the Wheatbelt OASG will be held on Tuesday 5 May 2020.

Great Eastern Country Zone

Minutes

Via GoToMeeting Videoconference

**Commenced at 9:30am
Thursday 30 April 2020**

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Great Eastern Country Zone

Meeting held via videoconference (GoToMeeting)

Commenced at 9.30am, Wednesday 30 April 2020

Agenda

1. OPENING AND WELCOME

2. ATTENDANCE AND APOLOGIES

Attendance

Shire of Bruce Rock	President Cr Stephen Strange Cr Ramesh Rajagopalan Mr Darren Mollenoyux Chief Executive Officer, non-voting delegate
Shire of Cunderdin	Cr Dennis Whisson Cr Alison Harris Mr Stuart Hobley Chief Executive Officer, non-voting delegate
Shire of Dowerin	Cr Darrel Hudson Ms Rebecca McCall Chief Executive Officer, non-voting delegate
Shire of Kellerberrin	President Cr Rodney Forsyth Mr Raymond Griffiths Chief Executive Officer, non-voting delegate
Shire of Koorda	President Cr Jannah Stratford Cr Pamela McWha Mr Darren Simmons Chief Executive Officer, non-voting delegate
Shire of Merredin	President Cr Julie Flockart Cr Mal Willis Mr Mark Dacombe Chief Executive Officer, non-voting delegate
Shire of Mount Marshall	President Cr Tony Sachse – Deputy Chair Mr John Nuttall Chief Executive Officer, non-voting delegate
Shire of Mukinbudin	President Gary Shadbolt Mr Dirk Sellenger Chief Executive Officer, non-voting delegate
Shire of Narembeen	President Cr Rhonda Cole - Chair

	Cr Kellie Mortimore
	Mr Chris Jackson Chief Executive Officer, non-voting delegate
Shire of Nungarin	President Pippa DeLacey
	Cr Eileen O'Connell
	Mr Adam Majid Chief Executive Officer, non-voting delegate
Shire of Tammin	Cr Glenice Batchelor
	Cr Tania Daniels
	Mr Neville Hale Chief Executive Officer, non-voting delegate
Shire of Trayning	Cr Geoff Waters
Shire of Westonia	President Cr Karin Day
	Mr Jamie Criddle Chief Executive Officer, non-voting delegate
Shire of Wyalkatchem	President Cr Quentin Davies
	Ms Taryn Dayman Chief Executive Officer, non-voting delegate
Shire of Yilgarn	President Bryan Close
	Cr Wayne Della Bosca
	Naluka Mwale, Finance Manager

WALGA Representatives

Nick Sloan, Chief Executive Officer

Tony Brown, Executive Manager Governance & Organisational Services

Chantelle O'Brien, Governance Support Officer

Guests

Hon. Mia Davies MLA, Member for Central Wheatbelt

Hon. Martin Aldridge MLC, Agricultural Region

Jenifer Collins Regional Manager Wheatbelt – DLGSC (local update)

Julie Knight Manager Local Government Executive Support - DLGSC (LG Bill and regulations update)

Gordon MacMile Director Strategic Coordination and Delivery - DLGSC (Redress update)

Liz Toohey A/Manager Local Government Policy and Engagement - DLGSC

Mr Rob Cossart, Wheatbelt Development Commission CEO

Kirsten Twine, Wheatbelt Development Commission

Mandy Walker, Director Regional Development, RDA Wheatbelt

Apologies

Shire of Dowerin	Cr Julie Chatfield
Shire of Kellerberrin	Cr Scott O'Neill
Shire of Kondinin	President Cr Sue Meeking
	Cr Bev Gangell
	Ms Mia Maxfield Chief Executive Officer non-voting delegate
Shire of Mount Marshall	Cr Nick Gillett
Shire of Mukinbudin	Cr Sandie Ventris
Shire of Nungarin	Cr Gary Coumbe

Shire of Trayning

President Cr Melanie Brown

Shire of Westonia

Mr Brian Jones Chief Executive Officer non-voting delegate

Shire of Yilgarn

Cr Bill Huxtable

Mr Peter Clarke Chief Executive Officer non-voting delegate

Mr Craig Manton, Main Roads WA

Hon Laurie Graham MLC, Agricultural Region

Ms Sharon Broad, Regional Manager, Water Corporation

Attachments

The following were provided as attachments to the agenda:

1. Great Eastern Country Zone Minutes 26 February 2020.
2. Great Eastern Country Zone Executive Committee Minutes 16 April 2020.
3. President's Report
 - Attachments Wheatbelt OASG Minutes

State Council Agenda – via link:

<https://walga.asn.au/getattachment/45d4ad85-cc25-4110-b80e-189dddc7a564/Agenda-State-Council-6-May-2020.pdf>

3. DECLARATIONS OF INTEREST

Nil

4. ANNOUNCEMENTS

Nil

5. GUEST SPEAKERS / DEPUTATIONS

Nil

6. MINUTES

6.1 Confirmation of Minutes from the Great Eastern Country Zone meeting held Wednesday 26 February

The Minutes of the Great Eastern Country Zone meeting held on Wednesday 26 February 2020 have previously been circulated to Member Councils.

RESOLUTION

Moved: Cr Quentin Davies

Seconded: President Cr Tony Sachse

That the minutes of the Great Eastern Country Zone meeting held Wednesday 26 February 2020 are confirmed as a true and accurate record of the proceedings.

CARRIED

6.2 Business Arising from the Minutes of the Great Eastern Country Zone Meeting Wednesday 26 February 2020

Nil

6.3 Minutes from the Great Eastern Country Zone Executive Committee Meeting held Thursday 16 April 2020
--

The recommendations from the Executive Committee Meeting have been extracted for the Zones consideration.

6.3.1 (Exec item 5.3) Budget 2020/21

Background:

Preparation of the draft budget for the 2020/21 reporting year will soon commence. This will then be tabled at the April of the Executive committee.

To support the preparation of the budget, the committee was invited to discuss and provide guidance on the following:

- Whether it wishes to provide any budget allocation for a Convention or similar events,
- Other new items of activity, like regional Elected Member training
- Subscription options.

The Committee needs to be aware that total cash currently held is \$184,599 and that this year's subscription was reduced by 50 percent. In determining the subscription, the committee may wish to consider potential activities beyond next year.

Executive Committee Resolved

That the Subscriptions be retained at \$1750 for the 20/21 financial year

ZONE RESOLUTION

Moved: President Cr Tony Sasche
Seconded: President Cr Dennis Whisson

That the subscriptions be set at \$0.00 for the 20/21 financial year and each member Local Government pay for their own Elected Member training.

CARRIED

6.3.2 Minutes of the Executive Committee 16 April 2020

RESOLUTION

Moved: Cr Wayne Della Bosca
Seconded: Cr Geoff Waters

That the remaining items contained in the Minutes of the Executive Committee Meeting of the Great Eastern Country Zone held Thursday 16 April 2020 be endorsed.

CARRIED

7. ZONE BUSINESS

7.1 Covid-19 Issues – Reference to State Council agenda item

By Tone Brown, Zone Executive Officer

Background

Local Governments advised on significant issues in respect to the Covid-19 pandemic as per below;

7.1.1. School Boarding

Discussion was held on difficulties experienced by regional communities with Perth schools not accommodating students boarding at this point in time. A number of representatives raised this as an issue.

Mia Davies advised for Zone Local Governments to provide her office with any information on this issue and they will follow-up.

7.1.2 Food and Grocery supplies

A number of Local Governments raised concerns with the low percentage of grocery supplies being delivered. In addition concerns were raised about some locations, the deliveries have shifted from once a week to once a fortnight.

Shires that raised concerns were Mukinbudin, Dowerin, Westonia, Nungarin and Bruce Rock.

WALGA CEO Nick Sloan advised that the issue is being addressed through the Freight and Logistics Council, and WALGA will again raise the matter. Mia Davies and Martin Aldridge also advised that they will follow up on this issue.

Noted

7.2 Office of Auditor General – Audit Costs 20/21 financial year

By Tony Brown, Zone Executive Officer

Background

As everyone is aware the Office of Auditor General (OAG) now has responsibility for Local Government audits.

The Zone had previously endorsed the following position in respect to the OAG;

That WALGA;

- 1) Write to the Office of the Auditor General (OAG) advising of the cost increases to the Local Government sector in respect to financial audits over the first 2 years of OAG audits and request constraint on audit cost increases in the future.*
- 2) Write to the Minister for Local Government seeking formal commitment that Performance Audits carried out by the Office of the Auditor General are the responsibility of the State Government.*

Comment

With the COVID-19 response issues being addressed, WALGA on behalf of the sector wrote to the Auditor General, as per the following;

Noting the significant amount of time, resources and cost associated with completing performance audits and financial auditing, I urge you to give the strongest possible consideration to:

- *deferring all performance audits for 20-21;*
- *deferring, by six months, Local Government financial and performance audits; and*
- *freezing audit costs for 20-21.*

The deferral of and freezing of audit costs will significantly contribute to the ability of Local Government to deliver on a zero net increase in local government rates, fees and charges for 2020-21, as per the Premiers request.

In conclusion, WALGA recognises that the implications of COVID-19 on our communities are far reaching, and we are determined to assist in reducing the oncoming household and business economic pressures, through the delivery of a zero net increase in local government rates, fees and charges for 2020-21.

The Auditor General has agreed to freezing Audit costs, deferring performance audits – but did not think it would be 12 months and also advised that there would be some flexibility on financial audit timing.

A number of Local Governments have raised concern that if the audits are going to be carried out electronically this year, then the OAG will not be incurring travel and accommodation costs and suggesting that the audit fees should be reduced.

Action

WALGA representatives advised that an invitation will be offered to the Auditor General to attend a future WALGA webinar and respond to the issues listed above.

7.3 Election of Local Government Agricultural Freight Group of the Great Eastern Country Zone – 1 Delegate and 1 Deputy Delegate

The Zone Executive Officer received the following communication in regards to the Great Eastern Country Zone's representation on the Local Government Agricultural Freight Group:

At its last meeting the WA Local Government Agricultural Group elected Cr Rod Forsyth as its Chair. Under the Group's terms of reference the Great Eastern Country Zone is entitled to appoint a further delegate to the Group.

The meeting also noted that your Zone's deputy delegate, Cr Ricky Storer, has resigned as Councillor and President of the Shire of Koorda. The Great Eastern Country Zone should also appoint a new deputy delegate to the Group.

Therefore, due to the timing of this information received, nominations were called from the floor.

Delegate

The following nomination(s) were received from the floor:

- Cr Julie Flockart Shire of Merredin

DECLARATION

That Cr Julie Flockart, be elected as Local Government Agricultural Freight Group Delegate of the Great Eastern Country Zone.

Deputy Delegate

Nominations will be called from the floor:

- Cr Rhonda Cole Shire of Narembreen

DECLARATION

That Cr Rhonda Cole, be elected as Local Government Agricultural Freight Group Deputy Delegate of the Great Eastern Country Zone

7.4 Local Government Agricultural Freight Group - Comment sought on the Movement of Oversize Agricultural Machinery

By Tony Brown, Zone Executive Officer

The Local Government Agricultural Freight Group has circulated the Minutes of their meeting held on 3 April 2020. The Group has requested feedback and comment on the current requirement to have a licensed heavy vehicle pilot for the movement of oversize agricultural machinery on regional distributor and State roads outside of the metropolitan area where the travel is more than 1 km between 'green zones' (see flow chart below).

The following is an excerpt from the minutes on this issue to provide background.

The Shire of Woodanilling has expressed concern at the distance limit placed on regional distributor roads for when a licensed heavy vehicle pilot is required. They have provided the following information which they submitted to the November 2019 meeting of the Great Southern Country Zone.

The Shire notes the changes to pilotage arrangements have allowed increases to vehicle size for specific pilot requirements and the November 2019 flowchart was implemented to address uncertainty in the May 2019 version.

In the attempt to provide a simpler approach, the Shire is concerned with the unintended consequences of treating all regional distributors the same as State roads from a risk perspective and is seeking review or clarification.

For example, Robinson Rd West has been specified within the Shire of Woodanilling as a regional distributor requiring licensed heavy vehicle pilots to move further than 1 km for specified vehicle types.

Local Government Agricultural Freight Group

The issues are:

- *Robinson Rd West has twelve (12) intersecting local roads along its length and only two (2) are crossroads.*
- *Of the remaining 10 intersecting roads on Robinson West Rd, only two are within 1 km of each other.*
Robinson Rd West is one of the safer Shire roads because of the pavement and shoulder width being designed to be the 'backbone' of the central part of the Shire for heavy vehicles, noting it is also the longest Shire road with the most farm frontage for agricultural freight tasks.
- *There are concerns that the 1 km limit along Robinson Rd West will force traffic onto adjacent roads that would create a higher risk, even with agricultural pilots, given the clearance widths. Councillors have been approached by farmers who operate on both sides of the Woodanilling regional distributor roads to highlight the impact on operations to cross the road. A suggested improvement is to consider raising the 1 km maximum on regional distributors to extend to the next local government through road intersection.*

The Great Southern Zone resolved –

That the Great Southern Zone of WALGA requests the review of the distance limit on regional distributor roads before a licensed heavy vehicle pilot is required to be expanded to the nearest local government 'through road' connection.

WA Local Government Association has requested feedback as to whether this issue has arisen elsewhere in order to build the case for change as Main Roads likely see that they have conceded significant controls in this area.

Comment

- This issue is widespread.
- Would the solution proposed address the issue?
- Main Roads has moved a significant degree in modifying the current requirements to meet industry concerns and they may not feel that they can further review the requirements.

Local Government Freight Group RESOLUTION

That the requirement to have a licensed heavy vehicle pilot for the movement of oversize agricultural machinery on regional distributor and State roads outside of the metropolitan area where the travel is more than 1 km between 'green zones' be referred to Zones within the agricultural region for comment and feedback to the Group.

Martin Aldridge provided information on this issue as attached. (Attachment 1)

Discussion on this item focused on leaving the current requirements relating to pilot vehicles as is and monitor the situation.

Zone delegates will discuss the matter at the next meeting of the Local Government Agricultural Freight Group.

Noted



mainroads
WESTERN AUSTRALIA

For more information contact our
Heavy Vehicle Help Desk on 138 486
or visit the Agricultural Vehicles
page of our website at
www.mainroads.wa.gov.au

Agricultural Pilot Requirements

Start
How big is your
agricultural
vehicle?
("vehicle" includes
a machine,
implement and
combination)

Size

Any size,
moving from
one farm gate
to another,
within 1 km on
the same local
government road

≤ 3.8m wide &
≤ 25m long
(outside the Red Zone)

> 3.8m but
≤ 4.5m wide
&
a length up to 40m

> 4.5m but
≤ 6.5m wide
&
a length up to 40m

> 6.5m but
≤ 8.5m wide
&
a length up to 40m

Are you in a
Green Zone?

Y

Are you in an
Orange Zone?

Y

Are you in a
Red Zone?

Y

Are you in a
Green Zone?

Y

Are you in an
Orange Zone?

Y

Are you in a
Red Zone?

Y

Are you in a
Green Zone?

Y

Are you in an
Orange Zone?

Y

Are you in a
Red Zone?

Y

Are you travelling
less than
1km between
Green Zones?

N

Are you travelling
less than 1km
between Green Zones?

N

Are you travelling
less than 1km
between Green Zones?

N

Are you travelling less
than 5km on an
Orange Zone road?

N

Are you travelling less
than 5km on an
Orange Zone road?

N

Required Pilots

No Pilot Required -
Traffic Management
Required

No Pilot Required

1 Agricultural Pilot

1 Licensed Pilot

Standard Heavy Vehicle
Pilot Requirements Apply

1 Agricultural Pilot

1 Licensed Pilot

1 Licensed Pilot &
1 Agricultural Pilot

Standard Heavy Vehicle
Pilot Requirements Apply

1 Agricultural Pilot

1 Licensed Pilot &
1 Agricultural Pilot

1 Licensed Pilot &
2 Agricultural Pilots

Standard Heavy Vehicle
Pilot Requirements Apply

7.5 COVID-19 Regional Level Vulnerability Analysis

By Tony Brown, Zone Executive Officer

Background

To assist Local Governments as they look to provide the most appropriate response and recovery packages in light of the COVID-19 pandemic, WALGA have been assessing the extent to which each local community in WA will be impacted by COVID-19. As a way of doing this, WALGA analysed a range of demographic and social data that provide an indication of the COVID-19 health and economic vulnerability of each Local Government Area in WA. The indicators analysed for each Local Government Area include:

Health vulnerability

- Share of people aged over 70
- Share of lone person households
- Share of households with no motor vehicles
- Share of people who need assistance with core activities
- Population density

Economic Vulnerability

- Share of people who work in impacted industries
- Share of businesses in impacted industries
- Share of non-employing businesses
- Share of businesses with less than \$2m in annual turnover
- Share of households with no internet access

Over 60 individual Local Governments have been provided with an analysis pack specific to their district, and now WALGA have aggregated and reported on this data at the WALGA Zone level.

Analysis was attached with the Agenda.

The Zone noted that other issues like Delivery of Aged care services and NDIS may be worth looking at.

Noted

8. ZONE REPORTS

8.1 Zone President Report

By Cr Rhonda Cole

RESOLVED

That the Zone President's Report be received.

8.2 Local Government Agricultural Freight Group

By Cr Rod Forsyth

RESOLVED

That the Local Government Agricultural Freight Group Report be received.

MOTION

Moved: President Cr Rod Forsyth
Seconded: President Cr Stephen Strange

That the Great Eastern Country Zone advocate for an increase of the speed limit for tractors (including self-propelled boom sprays) on roads, to be up to 50kms per hour limit.

CARRIED

8.3 Wheatbelt District Emergency Management Committee

By Cr Tony Sachse

Local Governments continue to deal with the COVID – 19 Emergency on a wide range of matters. WALGA continue to hold weekly COVID – 19 briefings including questions with the Minister for Local Government and other personnel which has been very helpful. Virtually all meetings are now electronic.

The Wheatbelt DEMC Agencies including GECZ delegates Cr Julie Flockart and Cr Tony Sachse have been meeting through the Operational Area Support Group (OASG) on a weekly basis since 24/03/2020. These meetings have allowed for COVID-19 updates and Agency reports. The minutes of these meetings have been passed on to the GECZ Executive and are attached to this report. They contain some information that should not be available to the wider public.

At the time of writing correspondence from the OASG Chair Rachele Ferrari indicated that of the 10 positive cases of COVID-19 in the Wheatbelt, 9 have recovered and only one is currently active. Virtually all Wheatbelt cases have been acquired from overseas and any transmission at local level has been minimal. The Intrastate border controls are believed to have helped considerably in this regard. Tracing the source of any infection is also much easier with the border controls. At this point in time it's a very pleasing result given the potential for spread with all the associated effects where that spread to occur. This has also enabled preparation for dealing with the pandemic to continue on as planned, with the message of "keep preparing" being made.

Most Local Government Local Emergency Managements Committee's (LEMC's) are holding Special Meetings due COVID -19. Some Councils have formed sub-committees on their LEMC's.

The busy agricultural seeding program is now underway. It's to be hoped that most farm and agricultural business' have their individual COVID – 19 emergency plans in place. To that end the GECZ Delegates have met with the Chair and Renee Manning, Industry and Economic Development, Department of Primary Industry and Regional Development (DPIRD). DPIRD are currently in the process of producing an information guideline on COVID-19 for agricultural producers and suppliers. When this becomes available it will be forwarded to the GECZ. Attached is a DPIRD Communique for the Grains Industry response to COVID-19. Comment is that supply and transport of materials for the seeding of crops has been able to continue, and the risk of shortages seems to be easing, although there is still potential for this to occur.

While most people are abiding by the laws and guidelines due COVID – 19, there are still some who have seemingly been in breach. It's to be hoped that any non-compliance will continue to be dealt with by WAPOL. Some are travelling large distances within the Wheatbelt for such things as shopping, when in some cases goods could have been purchased locally. Although not illegal, this intra Wheatbelt travel is disappointing as in some cases it is non-essential travel.

The vision of people at Perth beaches over the Easter weekend has led some to question the popular recreation places in the Wheatbelt being activity discouraged or closed. This would include places such as lakes (e.g. water sports) and granite rocks. Some of these venues are being “opened” again, but will be monitored closely by WAPOL. The approaching ANZAC weekend will again need to be watched closely, and people should closely adhere to National and State guidelines.

There is also some uncertainty within the communities as to how a positive COVID – 19 case is cleared to no longer need to isolate, and then return to work. The different requirements being for those with mild symptoms (3 days with no symptoms and 10 days from onset with no requirement for clear swabs), those who have been in hospital, and those health workers (2 clear swabs), are not well understood. This can lead to concern when previously positive cases “re-enter” the community. Comment though OASG is that every positive case needs to be cleared, and that there are several ways for this clearance to take place, depending on the background and detail of each case.

RESOLUTION

Moved: President Cr Tony Sachse
Seconded: Cr Geoff Waters

That the Wheatbelt District Emergency Management Committee Report and attachments be received.

CARRIED

9. WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA) BUSINESS

9.1 State Councillor Report

Cr Stephen Strange

RESOLUTION

Moved: President Cr Stephen Strange
Seconded: President Cr Rod Forsyth

That the State Councillor Report be received.

CARRIED

9.2 WALGA Status Report

By Tony Brown, Executive Officer

BACKGROUND

Presenting the Status Report for April 2020 which contains WALGA's responses to the resolutions of previous Zone Meetings.

GREAT EASTERN COUNTRY ZONE STATUS REPORT APRIL 2020

Zone	Agenda Item	Zone Resolution	WALGA Response	Update	WALGA Contact
Great Eastern C	2019 June 27 Zone Agenda Item 12.1 Government Regional Officer Housing	That the Zone request WALGA to advocate on the impact of Government Regional Officer Housing on retaining public sector professionals (Doctors, nurses, teachers) in the Great Eastern Country Zone.	<p>In May 2019, the McGowan Government deferred a planned increase to GROH rents in 2019-20. The next increase of \$30pw was due to come into effect 1 July 2019.</p> <p>https://www.mediastatements.wa.gov.au/Pages/McGowan/2019/05/McGowan-Government-temporarily-defers-increase-to-GROH-rents.aspx</p> <p>WALGA notes and includes the Zones Recommendation in its advocacy for GROH and greater service support for regional and remote Western Australian Local Governments, acknowledging the importance of this topic in the coming months.</p> <p>WALGA has been advised by WAPOL and the relevant State Government agency who confirm the rental freeze to GROH properties will remain until the completion of the review of the GROH Tenant Rent Setting Framework. Further work has been done in strengthening the partnerships between WAPOL officers and key Local Government officers in specified areas of concerns.</p> <p>Department of Communities modelling and draft ERC proposal has been elevated within the Department. The Director General has called for a working group to be established to include representatives from GROH, of which the TSRF review will be included. As further information is made available, WALGA will remain in contact with the Zones to provide timely feedback and advice.</p>	Ongoing	Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078

Great Eastern C	2019 June 27 Zone Agenda Item 7.1 WALGA Advocacy Regarding Greenfinch Mine Expansion	<p>That the Great Eastern Country Zone</p> <ol style="list-style-type: none"> 1. Supports the Shire of Westonia's position to seek clearing and mining approval for the proposed Greenfinch mining operation. 2. Requests WALGA to raise the issue with relevant authorities to ensure that the Greenfinch Project has every chance of success. 	<p>Clearing permits have now been issued by DWER, and WALGA is working with the Shire to fast track the land declaration process for the road reserve through the Department of Planning Lands and Heritage.</p> <p>Ongoing.</p>	April 2020	<p>Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078</p>
Grt Eastern C	2019 March Zone Agenda Item 12.3 Telstra – Power Outages Effecting Communications	<ol style="list-style-type: none"> 1. Requests WALGA to advocate through the State Emergency Management Committee for action in respect to power outages effecting telecommunications and the eligibility for Local Governments to turn generators on. 	<p>WALGA have written to the SEMC to request action in respect to power outages effecting telecommunications.</p> <p>WALGA have advocated to the SEMC and the SEMC have included this item on their agenda at the meeting to be held 2 August 2019.</p> <p>WALGA tabled this issue at the August SEMC meeting requesting SEMC to formally write to the District Emergency management Committees and to provide WALGA with advice on this matter. SEMC have taken this as an action.</p> <p>The Zone will be provided with a copy of SEMC's response when received.</p> <p>This matter has been officially raised at SEMC, particularly the sector is still awaiting a response.</p> <p>WALGA tabled concerns of the sector at the State Emergency Management Committee on Friday 13th December 2019. Following this WALGA met with Telstra and discussed how we can better understand the Telstra notification systems and how Local Governments can access the information and key contacts should this happen.</p> <p>The key outcomes from the meeting were for Telstra to share a series of fact sheets on topics relevant to the issues being faced by your communities and provide key contact information in order for these matters to be escalated or referred should you need to.</p> <p>The first fact sheet provided by Telstra was on Power Outages and was disseminated to all regional councils.</p>	Ongoing	<p>Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078</p>

Grt Eastern C	2018 November 29 Zone Agenda Item 7.4 Water Corporation - New management and billing structure for standpipes	<p>That the Great Eastern Country Zone request WALGA to advocate opposing the WA Water Corporation proposed fee structure in remote parts of the eastern Wheatbelt and;</p> <p>1. Request the Water Corporation look to possible subsidised billing to remote user standpipes for users without any other possible means of potable water;</p> <p>Write to the Department of Water suggesting that as a result of the increased Standpipe water costs that they re-introduce the Farm Water Grants to allow effected landholders the ability to create on-farm water storage and water connections</p>	Considered by the Infrastructure Policy Team at its March meeting and further follow-up with Councils requested with feedback to the next meeting.	April 2020	Ian Duncan Executive Manager Infrastructure iduncan@walga.asn.au 9213 2031
Grt Eastern C	State Council Agenda Item 4 March 2020 5.1 National Redress Scheme – Future Participation of WA Local Governments	State Council noting that the Great Eastern Country Zone has reservations about the National Redress Scheme and potential costs to Local Government for attending training and other potential operating costs.	<p>State Council Resolved:</p> <p>That State Council:</p> <ol style="list-style-type: none"> 1. Acknowledge the State Government's decision to include the participation of Local Governments in the National Redress Scheme as part of the State's declaration; 2. Endorse the negotiation of a Memorandum of Understanding and Template Service Agreement with the State Government, and 3. Endorse by Flying Minute the Memorandum of Understanding prior to execution, in order to uphold requirements to respond within legislative timeframes. <p>RESOLUTION 14.1/2020</p>	April 2020	Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078
Grt Eastern C	Zone Agenda Item 26 February 2020 7.1 Federal Government Drought Communities	That the Great Eastern Country Zone requests WALGA, in consultation with ALGA, to liaise with the WA State Government Ministers for Water, Agriculture and Environment to provide a coordinated holistic response in respect to the ongoing drying climate issues and access to the Drought Communities Funding Program.	<p>State Council Resolution</p> <p>That State Council endorse the recommendation from the Great Eastern Country Zone relating to the Federal Government Drought Communities Program.</p> <ul style="list-style-type: none"> • That the Great Eastern Country Zone requests WALGA, in consultation with ALGA, to liaise with the WA State Government Ministers for Water, Agriculture and Environment to provide a coordinated holistic response in respect to the ongoing drying climate issues and access to the Drought Communities Funding Program. <p>RESOLUTION 37.1/2020</p>	April 2020 Ongoing	Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078

			WALGA has met with the WA Minister for Water Chief of Staff and is lobbying through both the State and ALGA for a third round of funding, bespoke to Western Australia.		
Grt Eastern C	2018 November 29 Zone Agenda Item 7.3 Container Deposit Scheme Locations	<p>That the Great Eastern Country Zone requests that:</p> <ol style="list-style-type: none"> 1. All Local Governments be guaranteed, as a minimum, one flexible refund point in their area. 2. A flexible access point should be defined as a refund point which, as a minimum, is open 16 hours each two week period, including at least 8 hours at weekends <p>The State Government provide appropriate funding for the refund points.</p>	Due to COVID-19, in 31 March, the State Government announced that the scheduled implementation date of 2 June 202, has been postponed and will be reviewed in August 2020.	April 2020 Ongoing	Mark Batty Executive Manager, Strategy, Policy and Planning mbatty@walga.asn.au 9213 2078
Grt Eastern C	Zone Agenda Item 26 February 2020 6.3.1 (Executive committee item 5.3) Budget 2020/21	The GECZ requested WALGA to provide advice detailing the potential costs if the Zone funded the Council Member Essentials Training for Zone Members, including if the Zone refunds in-person and / or eLearning training costs already incurred by Zone member Local Governments for the April Zone meeting.	Research is being carried out on this item and will be available for the Zone meeting.	April 2020	Tony Brown Executive Manager Governance and Organisational Services 9213 2051 tbrown@walga.asn.au
Grt Eastern C	Zone Agenda Item 26 February 2020 12.1 Landgate – Delays in receiving valuations	Request WALGA to inquire with Landgate in respect to the delays in receiving interim valuations.	WALGA has been carrying out a lot of work in the valuations area, with the priority being to seek deferment of the 20/21 valuations. The issue of timeliness of interim valuations will also be progressed.	April 2020	Tony Brown Executive Manager Governance and Organisational Services 9213 2051 tbrown@walga.asn.au

ZONE COMMENT

This is an opportunity for Member Councils to consider the response from WALGA in respect to the matters that were submitted at the previous Zone Meeting.

RESOLUTION

Moved: President Cr Tony Sachse
Seconded: President Cr Mal Willis

That the Great Eastern Country Zone WALGA April 2020 Status Report be noted.

CARRIED

9.3 Review of WALGA State Council Agenda – Matters for Decision
--

BACKGROUND

WALGA State Council meets five times each year and as part of the consultation process with Member Councils circulates the State Council Agenda for input through the Zone structure.

The full State Council Agenda can be found via link: <https://walga.asn.au/getattachment/45d4ad85-cc25-4110-b80e-189dddc7a564/Agenda-State-Council-6-May-2020.pdf>

The Zone is able to provide comment or submit an alternative recommendation that is then presented to the State Council for consideration.

Emerging Issues

4.1 COVID-19 Pandemic – WALGA Response

WALGA Recommendation

That the information contained in this report relating to WALGA's response to the COVID-19 pandemic be noted.

4.2 Local Government Act Emergency Provisions

WALGA Recommendation

That WALGA:

1. Notes and supports the introduction of legislation that:
 - a. Provides for Ministerial emergency powers on the condition that the Local Government sector is consulted prior to the issuing of an order using this power, and,
 - b. Provides the ability for Local Governments to suspend a provision of a local law
2. Continues to advocate for the 2019-20 valuations to apply to the 2020-21 rates.

Matters for Decision

5.1 Amendment to Third Party Appeal Rights – Preferred Model

WALGA Recommendation

1. That the proposed amendment to the Third Party Appeals Process Preferred Model, being that third parties in addition to Local Governments are able to make an appeal on decisions made by Development Assessment Panels, is not supported, and
2. That the proposed amendment to the Third Party Appeals Process Preferred Model, being that closely associated third parties in addition to Local Governments are able to appeal decisions made by the Western Australian Planning Commission and the State Administrative Tribunal, in addition to Development Assessment Panels, is not supported.

5.2 Managing Lodging House Health Risks in WA

WALGA Recommendation

That the submission to the Department of Health in response to the Managing Lodging House Health Risks in WA discussion paper be endorsed.

RESOLUTION

Moved: Cr Wayne Della Bosca
Seconded: Cr Kellie Mortimore

That the Great Eastern Country Zone supports all Matters for Decision as listed above in the May 2020 State Council Agenda.

CARRIED

9.4 Review of WALGA State Council Agenda – Matters for Noting / Information
--

- 6.1 **Submission Position Statement: Special Entertainment Precincts and Options Paper for Proposed Amendments to the Environmental Protection (Noise) Regulations 1997**
- 6.2 **Submission on the Proposed Reforms to the Approval Process for Commercial Buildings**
- 6.3 **Report Municipal Waste Advisory Council (MWAC)**

9.5 Review of WALGA State Council Agenda – Organisational Reports
--

- 7.1 **Key Activity Reports**
 - 7.1.1 **Report on Key Activities, Environment and Waste Unit**
 - 7.1.2 **Report on Key Activities, Governance and Organisational Services**
 - 7.1.3 **Report on Key Activities, Infrastructure**

7.1.4 Report on Key Activities, People and Place

9.6 Review of WALGA State Council Agenda – Policy Forum Reports

7.2 Policy Forum Reports

7.2.1 Mayors/Presidents Policy Forum

7.2.2 Mining Community Policy Forum

7.2.3 Container Deposit Legislation Policy Forum

7.2.4 Economic Development Forum

9.7 WALGA President's Report

The WALGA President's was attached to the Agenda.

RESOLUTION

Moved: President Cr Gary Shadbolt

Seconded: Cr Geoff Waters

That the Great Eastern Country Zone notes the following reports contained in the WALGA May 2020 State Council Agenda.

- Matters for Noting/Information
- Organisational Reports
- Policy Forum Reports; and
- WALGA President's Report

CARRIED

10. AGENCY REPORTS

10.1 Wheatbelt Development Commission

Mr Robert Cossart, Chief Executive Officer presented to the Zone and encouraged all Local Governments to contact his office with any issues..

10.2 Department of Local Government, Sport and Cultural Industries

Representatives from the Department of Local Government, Sport and Cultural Industries updated the Zone.

Julie Knight provided the Department update report and noted that the last payment of the Financial Assistance Grant for 2019/20 will be paid on 15 May 2020.

Please also see link below:

[DLGSC Zone Update](#)

Gordon MacMile provided an update on the National Redress scheme.

Jennifer Collins provided an update on the Wheatbelt office matters. Jennifer advised that all Lotteries West income received is going towards a COVID-19 fund and to date \$159 million has been available. For information on eligibility for the grants please contact the Wheatbelt office.

Noted

10.3 Topics for next meeting update by the DLGSC

Due to the current situation of Covid-19, the Department of Local Government, Sport and Cultural Industries are currently experiencing difficulty in staff availability to ensure that a representative with the expertise in the relevant area can attend Zone meetings. Therefore it is with regret at this time, only the usual sector updates via a link (as per Item 10.1) from the Department will be provided, attendance will occur where possible and requested topics for future meetings will be placed on hold until further notice.

Noted

10.4 Main Roads Western Australia

Mr Craig Manton is an apology for this meeting.

10.5 Wheatbelt RDA

Mandy Walker, RDA Wheatbelt presented to the Zone and the report is attached with these minutes (Attachment 2).

11. MEMBERS OF PARLIAMENT

Hon.Mia Davies and Hon. Martin Aldridge provided an update to the Zone and congratulated all Local Governments for their response to the current challenges.

12. EMERGING ISSUES

12.1 Wheatbelt Health MOU Group

Cr Glenice Batchelor advised that she attended the first meeting of the new Health MOU and will provide regular reports back to the Zone

13. URGENT BUSINESS

14. DATE, TIME AND PLACE OF NEXT MEETINGS

The next meeting of the Great Eastern Country Zone will be held in Kellerberrin or via videoconference (to be confirmed) on Thursday 25 June, commencing at 9.30am.

15. CLOSURE

There being no further business the Chair declared the meeting closed at 12.15pm.

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WEROC Inc. Board Meeting

Thursday 30 April 2020

Zoom Videoconference, commencing at 1.00pm

Minutes

WEROC | Wheatbelt East Regional Organisation of Councils Inc.

Incorporating the Shires of Bruce Rock, Kellerberrin, Merredin, Westonia and Yilgarn

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WEROC Inc.

Wheatbelt East Regional Organisation of Councils Inc.

Shires of Bruce Rock, Kellerberrin, Merredin, Westonia, Yilgarn

Minutes of the Board Meeting held via videoconference on Thursday 30 April 2020 commencing at 1.00pm.

MINUTES

1. OPENING AND ANNOUNCEMENTS

Mr. Ram Rajagopalan as Chair of WEROC Inc. opened the meeting at 1.00pm and welcomed Members of the Board.

In light of the meeting being held via videoconference, the Chair requested that Members adhere to the following meeting protocols to minimise disruption resulting from background noise:

- 1) Members to remain on “mute” when not speaking; and
- 2) Only make comment if the Member wishes to speak against a proposed motion.

2. RECORD OF ATTENDANCE AND APOLOGIES

2.1 Attendance

Mr. Ram Rajagopalan (Chair)

Mr. Rod Forsyth (Deputy Chair)

Ms. Karin Day

Mr. Wayne Della Bosca

Ms. Julie Flockart

Mr. Raymond Griffiths

Mr. Darren Mollenoyux

Mr. Jamie Criddle

Mr. Cameron Watson (proxy and voting delegate for Mr. Peter Clarke)

Ms. Rebekah Burges, Executive Officer

2.2 Apologies

Mr. Peter Clarke

2.3 Guests

Mr. Bryan Close, Deputy Shire President Shire of Yilgarn

Mr. Mark Dacombe, Acting CEO Shire of Merredin

Mr. Llew Withers, Environmental Health Consultant (joined the meeting at 1.15pm and left the meeting at 1.45pm)

Mr. Julian Goldacre, Environmental Health Officer Shire of Bruce Rock (joined the meeting at 1.15pm for the purpose of listening to the presentation from Mr. Llew Withers, and left the meeting at 1.45pm)

Ms. Lauren Pitman, Environmental Health Officer, ROE Health (joined the meeting at 1.30pm for the purpose of listening to the presentation from Mr. Llew Withers, and left the meeting at 1.45pm)

Mr Brendon Gerrard, Environmental Health Officer, ROEROC (joined the meeting at 1.30pm for the purpose of listening to the presentation from Mr. Llew Withers, and left the meeting at 1.45pm)

Mr. Giles De Brito, Department of Fire and Emergency Services, Business Development Manager (joined the meeting at 2.30pm and left the meeting at 3.00pm)

Mr. Mark Bowen, Department of Fire and Emergency Services, Superintendent (joined the meeting at 2.30pm and left the meeting at 3.00pm)

Comments from the Meeting:

Ms. Julie Flockhart advised that it is the intention of the Shire of Merredin Council to appoint Mr. Mark Dacombe as its second representative on the WEROC Inc. Board. The Council will endorse this appointment and advise the Executive Officer of its decision before the next meeting of WEROC Inc.

3. DECLARATIONS OF INTEREST

No interest to declare.

4. PRESENTATIONS

4.1 Mr. Llew Withers, Public Health Planning (1.30pm)

Following ongoing discussion regarding the preparation of a local health plan template, the WEROC Inc. Board resolved at its meeting on 26 February 2020 to:

RESOLUTION: Moved: Peter Clarke Seconded: Julie Flockart

That WEROC Inc extend an invitation to Mr. Llew Withers to a future WEROC Inc Board Meeting.

Mr. Withers is an Environmental Health Consultant who has assisted several Local Governments in the development of Public Health Plans. Mr. Withers has worked in both Local and State Government health advisory roles.

Mr. Withers left the meeting at 1.45pm and did not return.

A copy of the PowerPoint presentation used by Mr. Withers was circulated to Members on Monday 27 April 2020.

4.2 Mr. Giles De Brito and Superintendent Mark Bowen, Bushfire Risk Management Planning Coordinator (2.30pm)

- Attachments:**
1. WEROC Presentation 30 April 2020
 2. Template Bushfire Risk Management Planning Program Grant Agreement

On 30 March 2020, Mr. Raymond Griffiths supplied the below information via email, regarding the Department of Fire and Emergency Services (DFES) Bushfire Risk Management Planning Program, and suggested that it might present an opportunity for WEROC Inc.:

Good morning further to your recent discussions with SUPT Sadler I have been asked to email you some information regarding the grant DFES are able to provide to assist LGs develop a Bushfire Risk Management Plan (BRM Plan) which includes the employment of a Bushfire Risk Planning Coordinator (BRPC).

The grant enables a Local Government to recruit and employ a suitably qualified person (BRPC) to assist with the development of the BRM Plan including identifying and rating risks and developing treatments to mitigate risk of bushfire. Grants are for fixed periods and encompass the costs associated with developing a BRM Plan. The funded BRPC position may be shared across multiple LGAs with one Local

Government acting as a host agency with responsibility for employing the BRPC and managing the Human Resource (HR) arrangements for the BRPC.

The grant funding covers:

- *Salary and related employment on-costs (as per LG local award – contracted position for duration of grant)*
- *Vehicle lease charges including fuel*
- *ICT equipment and telephony charges (one off amount for establishment of ICT equipment)*
- *Uniform (LG if required) and general equipment purchases*
- *Training and travel costs.*

The process:

The DFES region will liaise with LGAs to identify their interest in the program and DFES Bushfire Risk Management Branch (BRM branch) will develop the budget and grant agreement for the period of the grant (draft agreement attached)

The DFES region will work with LGs to identify the host LG (organisation) and determine resource allocation across the joining LGs – e.g. how many days p/fortnight will the BRPC be working on the LGs BRM plan? This will include remote work (desktop assessments etc) so time p/fortnight will not always entail physically working in the LGA.

The draft funding agreement will be sent to all joining LGs for review. Once all LGs have agreed, the final approved agreement will be sent out for final signature. The LG CEO's have been identified as signatories for the purpose of the agreement. The DFES Commissioner will be the final signatory with the grant commencing upon the Commissioners signing.

Electronic copies followed by a hard copy of the grant agreement will be sent to all signatories. All parties to the agreement will receive an executed copy.

Once the grant is fully signed and executed the host LG (organisation) will be asked to raise an invoice made out to DFES for payment for the 1st year of the grant as identified in the agreements budget (Annex A). 2019/20 has been calculated on a monthly basis and the final grant will be based on what month the agreement is fully endorsed. Budgets will then be based on a Financial year and invoices will be requested from the Host LG for payment each year (figures as per Annex A).

The host organisation can during this process commence the recruitment process for a BRPC. The region and DFES BRM branch can assist the host LG with the recruitment process. The Host LG will need to advertise in accordance with their HR process as the BRPC will be a non-ongoing contract employee of the Host LG. A JDF and advertisement is contained in the grant agreement (annex G). Please note salary as per grant agreement budget is set at State salary rates. The actual advertised rate for LGs may vary given the difference between awards and salary scales. The BRPC will be an employee of the LG not DFES.

The BRM branch will provide training and access to the Bushfire Risk Management System (used to capture and assess risk) for LGs under the grant agreement. Training in how to develop the BRM plan will also be provided by the BRM branch. The DFES region will also continue to support the LGs through this process.

The host organisation will be required to acquit the grant each Financial year. Evidence that funds were spent in accordance with the Grant agreement will be required so it is useful for the Host LG to set the funds up in such a way to enable easy reporting at end of FY.

We do need some information from you to help us progress the agreement to signature stage.

Which LG is able to host the BRPC?

How will the BRPC's time across the grant period be allocated between all the signatory LGs to ensure all LGs BRM plans are developed?

Resource Allocation

<u>Year of Support</u>	<u>Host LG</u>	<u>Local Governments</u>	<u>Support Days per Fortnight (10 days)</u>
2019/2020 April- June			
2020/2021			
2021/2022			

I hope this information has answered some of your questions. The BRM Branch are working with SUPT Sadler to progress the LG grant agreements so I am more than happy to answer any specific queries you may have.

Thank you all for your assistance with this program

Regards

Sarah White

Sarah White

Business Development Manager | Bushfire Risk Management Branch

Ms. Sarah White was invited to present to the WEROC Inc. Board, however Ms. White no longer works for DFES. Mr. Giles De Brito who has taken over from Ms. White as the Business Development Manager with the Bushfire Risk Management Branch, accepted the invitation in her place.

Superintendent Mark Bowen and Mr. Giles De Brito left the meeting at 3.00pm and did not return.

A copy of the PowerPoint Presentation used by Superintendent Bowen and Mr. De Brito was provided as an attachment to the meeting agenda.

5. MINUTES OF MEETINGS

5.1 Minutes of the WEROC Inc. Board Meeting held on Thursday 26 February 2020

Minutes of the WEROC Inc. Board Meeting held in Kellerberrin on Thursday 26 February 2020 have previously been circulated.

Recommendation:

That the Minutes of the WEROC Inc. Meeting held Thursday 26 February 2020 be confirmed as a true and correct record.

RESOLUTION:

Moved: Ms. Karin Day

Seconded: Mr. Wayne Della Bosca

That the Minutes of the WEROC Inc. Meeting held Thursday 26 February 2020 be confirmed as a true and correct record.

CARRIED

5.2 Minutes of the WEROC Inc. CEO Committee Meeting held on Thursday 12 March 2020

The Minutes of the WEROC Inc. CEO Committee Meeting held in Bruce Rock on Thursday 12 March 2020 are provided as an attachment (*Attachment 3. WEROC Inc. CEO Committee Meeting Minutes*).

Recommendation:

That the Minutes of the WEROC Inc. CEO Committee Meeting held Thursday 12 March 2020 be confirmed as a true and correct record.

RESOLUTION:

Moved: Mr. Raymond Griffiths

Seconded: Mr. Jamie Criddle

That the Minutes of the WEROC Inc. CEO Committee Meeting held Thursday 12 March 2020 be confirmed as a true and correct record.

CARRIED

5.3 Business Arising – Status Report as at 14 April 2020

5.3.1 WEROC Inc. Board Meeting 26 February 2020

Item	Action(s)	Status
6.7 Business Arising WEROC Inc. Renewable Energy Projects	Matter deferred to the next WEROC Inc. Board Meeting.	Peter Van Der Merwe from BSC Energy provided the following update on 01/04/2020: <i>Hi Rebekah, Thanks for your email the other day, apologies for not replying sooner however it's been like pulling teeth to receive information re solar farm plans due to the covid-19 virus most of the world seems to have closed and the people who make decisions have closed with it, having said that we are currently in talks with financial backers and as soon as I know anything I will contact you so you are informed as well. Kind Regards Peter Van Der Merwe</i>
8.4 WEROC Inc's Banking Requirements and Appointment of Signatories	Finalise banking arrangements with Westpac Bank including: 1) Adding Mr. Ramesh Rajagopalan (Chair) and Ms. Rebekah Burges (Secretary/Treasurer) as signatories. Mr. Darren Mollenoyux (Board Member) to be maintained as a signatory. 2) Removing Ms. Helen Westcott and Mr. Bruce Wittber from all WEROC Inc. bank accounts. 3) Ms. Rebekah Burges to become the administrator for the WEROC Inc. bank account.	Banking arrangements have been finalised.

Item 8.5 Appointment of an auditor	Seek quotes from the following accounting firms to undertake the 2019/2020 audit for WEROC Inc.: a) AMD Chartered Accountants. b) Butler Settineri Chartered Accountants. c) Byfield's Business Adviser. d) Moore Stephens.	Quotes have been provided and will be addressed under matters for decision.
Item 9.1 Engagement of the WEROC Inc. Executive Officer	The Bruce Rock CEO to finalise the contract between WEROC Inc. and 150Square Pty Ltd no later than close of business on 28 February 2020.	The contract was executed as per the details endorsed by the WEROC Inc. Board.
Item 9.2 Common Seal for WEROC Inc.	WEROC Inc. Executive Officer to have a Common Seal made.	A Common Seal for WEROC Inc. has been commissioned and is in transit.
Item 9.6 Renewal of MoU between the Shire of Merredin, WEROC and the Shires of Cunderdin and Tammin for Visitor Servicing and Regional Promotion through the Central Wheatbelt Visitor Centre	Advise the Central Wheatbelt Visitor Centre of the recent changes in name and organisational structure. Allocate sufficient funds in its 2020/2021 Budget for any subscription fees required as a signatory to the MOU.	The Central Wheatbelt Visitor Centre has been advised of the changes. The current MoU will expire on 30 June 2021. The contribution for each participating member remains at \$2,500 per annum.

5.3.2 WEROC Inc. CEO Committee Meeting 12 March 2020

Item	Action(s)	Status
5.1.1 Terms of Reference for WEROC Inc. CEO Committee	Develop draft terms of reference for the CEO committee and circulate to the Members of the committee for comment.	Draft Terms of Reference form an attachment to the meeting agenda and will be addressed under matters for decision.
5.1.2 WEROC Inc. website redevelopment	1) The Executive Officer confirm that the WEROC domain name has been secured for future use by WEROC Inc. 2) The Executive Officer to research web designers and costs to redevelop the website.	Quotes form an attachment to the meeting agenda and will be addressed under matters for decision. The WEROC domain name is currently owned by Helen Westcott. A transfer of ownership to Rebekah Burges is in process.
Item 5.1.3 Insurance for WEROC Inc.	Investigate Associate Membership with WALGA to enable insurance coverage through LGIS.	Associate Membership information is included as an attachment to the meeting agenda and will be addressed under matters for decision.
5.1.4 Development of a Confidentiality	Prepare a draft "confidentiality statement" for consideration at the	A draft confidentiality agreement forms an attachment to the meeting

Statement for WEROC Inc.	WEROC Inc. Board Meeting on 30 April 2020.	agenda and will be addressed under matters for decision.
5.1.6 Partnering Agreement for the Provision of Mutual Aid for Recovery during Emergencies	The Shire of Yilgarn will facilitate bringing the member Councils together to renew the MOU before its expiration on 30 June 2020.	A draft agreement was circulated to CEO's on 25/3/20 for consideration and adoption by their respective Councils.
5.1.7 Records Management in Local Government	<p>1. Seek a quote from Information Enterprises Australia (IEA) for the development of a generic record keeping plan.</p> <p>2. Write to the Director of State Records to seek clarification on the new Information Management Framework.</p>	<p>A quote for the development of a generic record keeping plan forms an attachment to the meeting agenda and will be addressed under matters for decision.</p> <p>Correspondence from the Director of State Records is also provided as an attachment.</p>
6.1 Extraction of Soil and Other Natural Resources from Farms	Write to the Department of Mines, Industry Regulation and Safety to seek clarification on the regulations governing the extraction of rock, clay, soil or sand from farms.	Contact was made with the Department of Mines, Industry Regulation and Safety as well as the Department of Planning, Lands and Heritage seeking clarification on the regulations governing the extraction of basic raw materials off farms. The responses received were circulated to Members of the CEO Committee on 24/03/2020.
6.2 GWN Promotional Advertisement	Investigate opportunities for a collaborative advertising campaign with GWN7 Regional Television.	Information provided by GWN is provided as an attachment and will be addressed under matters for decision.

6. WEROC INC. FINANCE

6.1 WEROC Inc. Financial Report as at 31 March 2020

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: Nil

Voting Requirement: Simple Majority

Background:

At the WEROC Council Meeting held on 1 May 2019 a combined Wheatbelt Communities Inc. (renamed WEROC Inc. on 29 January 2020)/WEROC Council Budget for 2019/2020 was adopted. The combined budget has been used as the basis for the financial report.

An explanation for each of the notations on the financial report is provided below.

Note 1	All 2019/2020 annual subscriptions have been paid
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Note 2	BHW Consulting executive services charges for July to December 2019
Note 3	BHW Consulting executive services charges for January and February 2020
Note 4	This allocation covers the expenditure on Executive Officer travel and accommodation
Note 5	This allocation covers the expenditure on accounting services
Note 6	This allocation covers expenditure on the 2018/2019 audit's for WEROC and Wheatbelt Communities Inc. An allocation has been provided for the final audit of WEROC Council which is currently underway.
Note 7	This allocation includes payment to Accingo for the Asset Management project, costs associated with Dr Andrew Harper for Curtin Wheatbelt Medical Project, Australian Golden Outback - contribution to Eastern Wheatbelt self-drive feature, distribution of regional travel maps and Information Enterprises Australia - consulting services review of record keeping
Note 8	This allocation covers the costs incurred this financial year in respect to the WEROC app and website
Note 9	Catering expenses for WEROC Council Meetings
Note 10	Catering expenses for Executive Officer handover meeting
Note 11	This allocation covered the expenditure on commissioning a Common Seal for WEROC Inc.

WEROC Inc.
ABN 28 416 957 824
1 July 2019 to 31 March 2020

		Budget 2019/2020	Actual to 31/03/2020	Notes
Income				
0501	General Subscriptions WEROC	\$60,000.00	\$60,000.00	1
	WCI General Subscriptions	\$0.00	\$0.00	
504.01	Consultancy & Project Reserve	\$0.00	\$0.00	
0575	WE-ROC Interest received	\$900.00	\$132.25	
	WCI Interest	\$0.00	\$43.27	
584	Other Income	\$0.00	\$0.00	
	WEROC GST Output Tax	\$0.00	\$6,000.00	
	WCI GST Output Tax	\$0.00	\$0.00	
	WEROC GST Refunds	\$0.00	\$5,814.00	
	WCI GST Refunds	\$0.00	\$81.00	
	Total Receipts	\$60,900.00	\$72,070.52	
Expenses				
1545	WEROC Bank Fees & Charges	\$100.00	\$0.00	
	WCI Bank Fees & Charges	\$0.00	\$0.00	

1661.01	WEROC Executive Services Professional Services	\$55,000.00	\$26,438.53	2
	WCI Executive Services	\$0.00	\$8,018.78	3
1661.02	WEROC Executive Officer Travel and Accommodation	\$8,000.00	\$2,861.98	4
	WCI Executive Officer Travel & Accommodation	\$0.00	\$437.68	
1661.03	WEROC Executive Officer Recruitment	\$0.00	\$781.06	
1687	WEROC Financial Services Accounting	\$7,000.00	\$1,698.41	5
	WCI Financial Services	\$0.00	\$1,427.94	
1687.03	WEROC Financial Services Audit	\$3,000.00	\$2,507.85	6
	WCI Audit Fees	\$750.00	\$550.00	
1585	WEROC Consultant Expenses	\$30,000.00	\$37,559.11	7
	WCI Consultancy General	\$0.00	\$0.00	
1850	WEROC Management of WE-ROC App	\$5,000.00	\$1,021.92	8
1801	WEROC Meeting Expenses	\$500.00	\$449.26	9
	WCI Meeting Expenses	\$0.00	\$10.00	10
1851	WCI Insurance	\$0.00	\$0.00	
	WEROC Insurance	\$5,000.00	\$0.00	
1852	WEROC Legal Expenses	\$2,000.00	\$0.00	
1853	WEROC Incorporation Expenses (including legal fees)	\$15,000.00	\$69.00	
	WCI Incorporation Expenses	\$0.00	\$10.05	
1930	WEROC Sundry	\$500.00	\$102.27	
	WCI Sundry	\$0.00	\$37.23	11
3384	GST Input Tax	\$0.00	\$7,106	
	WCI GST Input Tax	\$0.00	\$1,049.15	
	ATO Payments	\$0.00	\$2,515	
	WCI ATO Payments	\$0.00	\$0.00	
	Suspense Account	\$0.00	\$0.00	
	Total Payments	\$131,850	\$94,652	
	Net Position	-\$70,950.00	-\$22,581.14	
	OPENING CASH 1 July WEROC	\$160,927.00	\$150,919.05	
	Opening CASH 1 July WCI		\$27,386.55	
	CASH BALANCE	\$89,977.00	\$155,724.46	

Recommendation:

That the WEROC Inc. Financial Report for the period ending 31 March 2020 be received.

RESOLUTION:

Moved: Mr. Darren Mollenoyux

Seconded: Mr. Wayne Della Bosca

That the WEROC Inc. Financial Report for the period ending 31 March 2020 be received.

CARRIED

6.2 Income & Expenditure

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: Nil

Voting Requirement: Simple Majority

A summary of income and expenditure for the period 1 February to 31 March 2020 is provided below.

Date	Description	Reference	Credit	Debit	Running Balance	Gross
WEROC Inc. Transactions for the period 1 February to 31 March 2020						
Opening Balance			165,994.31	0.00	165,994.31	0.00
03 Feb 2020	WEROC trf	WEROC trf closed accounts	11.02	0.00	166,005.33	11.02
10 Feb 2020	Payment: BHW Consulting	Inv 0424	0.00	4,235.59	161,769.74	(4,235.59)
25 Feb 2020	WEROC GST refund	WEROC GST refund	74.00	0.00	161,843.74	74.00
25 Feb 2020	Payment: Up to date Accounting	5489	0.00	224.40	161,619.34	(224.40)
25 Feb 2020	Payment: Up to date Accounting	5488	0.00	145.20	161,474.14	(145.20)
28 Feb 2020	Westpac Interest received		12.52	0.00	161,486.66	12.52
24 Mar 2020	Payment: Custom Made Stamps	13303	0.00	40.95	161,445.71	(40.95)
24 Mar 2020	Payment: Up to date Accounting	5551	0.00	198.00	161,247.71	(198.00)
24 Mar 2020	Payment: Up to date Accounting	5563	0.00	356.40	160,891.31	(356.40)
24 Mar 2020	Payment: BHW Consulting	INV-0429	0.00	498.46	160,392.85	(498.46)
24 Mar 2020	Payment: BHW Consulting	INV-0427	0.00	4,682.43	155,710.42	(4,682.43)
31 Mar 2020	Westpac		14.04	0.00	155,724.46	14.04
Total Westpac Community Solution One			111.58	10,381.43	155,724.46	(10,269.85)
Closing Balance			155,724.46	0.00	155,724.46	0.00

Recommendation:

That the WEROC Inc. summary of income and expenditure for the period 1 February to 31 March 2020 be received.
That the Accounts Paid by WEROC Inc. for the period 1 February to 31 March 2020 totalling \$10,381.43 be approved.

RESOLUTION:

Moved: Ms. Julie Flockhart

Seconded: Ms. Karin Day

That:

- 1) The WEROC Inc. summary of income and expenditure for the period 1 February to 31 March 2020 be received.
- 2) The Accounts Paid by WEROC Inc. for the period 1 February to 31 March 2020 totalling \$10,381.43 be approved.

CARRIED

6.3 Final audited Financial Statement for WEROC Council – Late Agenda Item Circulated to Members on 29 April 2020

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 29 April 2020

Attachments: Draft Financial Report
Management Letter
Representation Letter

Voting Requirement: Simple Majority

Background:

At the WEROC Council Meeting held on Wednesday 30 October 2019, discussion was held regarding the future governance arrangements for WEROC and the meeting resolved as follows:

RESOLUTION: *Moved: Mr Griffiths* *Seconded: Cr Della Bosca*

That:

1. *The WEROC Executive Officer prepare and arrange the audit of the final statements of account for WEROC in order that all funds can be transferred from WEROC to the revised entity WEROC Inc once established.*

On 29 January 2020, AMD Chartered Accountants were appointed to undertake a final audit of WEROC Council finances for the period 1 July 2019 to 31 January 2020.

Recommendation:

That the WEROC Inc. Board:

- 1) Approve the Draft Financial Report and Representation Letter and authorise the WEROC Inc. Chair and Executive Officer to sign the documents; and
- 2) Note the Management Letter.

RESOLUTION: **Moved:** Mr. Rod Forsythe **Seconded:** Ms. Julie Flockhart

That the WEROC Inc. Board:

- 1) Approve the Draft Financial Report and Representation Letter and authorise the WEROC Inc. Chair and Executive Officer to sign the documents; and
- 2) Note the Management Letter.

CARRIED

7. MATTERS FOR DECISION

7.1 Terms of Reference for the WEROC Inc. CEO Committee

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: 4. WEROC Inc. CEO Committee Draft Terms of Reference

Voting Requirement: Simple Majority

Background:

The Board of WEROC Inc. resolved, at the meeting held on 26 February 2020, to:

RESOLUTION: *Moved: Peter Clarke* *Seconded: Wayne Della Bosca*

That WEROC Inc Board:

- 1. Appoint a Committee of Chief Executive Officers from each of the Shires of Bruce Rock, Kellerberrin, Merredin, Westonia and Yilgarn to consider any matters considered relevant by the WEROC Inc Board, with the Committee to be known as the WEROC Inc CEO Committee; and*
- 2. Develop Terms of Reference to guide the work undertaken by the WEROC Inc CEO Committee.*

Executive Officer Comment:

A Draft Terms of Reference for the WEROC Inc. CEO Committee was circulated to the Members of the Committee on 1 April 2020 for their review and comment. No amendments to the draft were requested.

The Draft Terms of Reference are submitted as an attachment for the Board's consideration.

Recommendation:

That the Draft Terms of Reference for the WEROC Inc. CEO Committee be adopted.

RESOLUTION: **Moved:** Ms. Julie Flockhart **Seconded:** Mr. Rod Forsythe

That the Draft Terms of Reference for the WEROC Inc. CEO Committee be adopted.

CARRIED

7.2 WEROC Inc. Website Re-Development

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments:

- 5. key2website Proposal
- 6. Market Creations Council Connect Multisite Proposal
- 7. Market Creations Council Connect Multisite Proposal v2
- 8. PWD Proposal

Financial Implications: Cost of website redevelopment to be included in the 2020/21 budget

Voting Requirement: Simple Majority

Background:

It was resolved at the WEROC Council Meeting held on Wednesday 30 October 2019, to:

- 1. Terminate its contract with go2GUIDES and in doing so seek clarification on ownership for both the WEROC App and website (including content and intellectual property); and*
- 2. Seek quotations from suitably qualified organisations for the further development and management of the WEROC website.*

At the WEROC Inc. Board Meeting held on 26 February 2020, the Board resolved to defer the matter to the CEO Committee for consideration.

The following resolution was passed at the CEO Committee meeting held on 12 March 2020:

RESOLUTION: Moved: Mr. Peter Clarke Seconded: Mr. Mark Dacombe

That:

- 1) The Executive Officer confirm that the WEROC domain name has been secured for future use by WEROC Inc.
- 2) That the Executive Officer research web designers and costs to redevelop the website.

Executive Officer Comment:

Contact was made with Steven Peacock from go2Guides to ascertain the ownership of the WEROC domain name. It was confirmed that the ownership currently rests with Helen Westcott. Paperwork to transfer ownership from Helen Westcott to Rebekah Burges has been submitted. There has been a delay in processing the transfer due to Covid-19. The cost of this transfer will be \$49.

Quotes for the development of a new WEROC Inc. website were requested from Market Creations, TechCloud Enterprises, Perth Web Design and key2.

The following brief for the redevelopment of the website was provided to the website designers:

The new website should include:

- 1) An overview page which describes WEROC Inc. and why the organisation exists.
- 2) An "About Us" page with information on the Board composition and current priorities/projects
- 3) An information page for each of the 5 Member Councils with links back to the respective Shire and tourism websites.
- 4) A document centre to act as a repository for publications, meeting minutes, etc.
- 5) A media centre/latest news page

We want the website to be simple and easy to navigate but still impactful. It needs to be compatible with desktop and mobile devices.

Quotes have been provided by Market Creations, Perth Web Design and key2. Market Creations provides website design and hosting for WALGA Council Connect members and is the developer and current host of the websites for the Shire's of Bruce Rock, Merredin, Westonia and Yilgarn. Key2 is the developer and host of the website for the Shire of Kellerberrin.

Market Creations have provided two options for consideration. The first includes a business directory, similar to the existing website and the second option does not have a provision for a directory. A summary of the proposals is provided below.

Service Provider	Design Elements	Cost (all prices inclusive of GST)	Optional Extras
Key2	<ul style="list-style-type: none">• Editable web pages.• Editable news listings.• A public document library that enables your website visitors to filter by category.• Councillor profiles with name, position, profile photo, brief bio and optional contact details.• Editable content areas that you can use to promote events or to display announcements.• Editable online forms, image galleries, easy YouTube video embedding, and in-page frequently asked questions.• Google analytics integration and search engine optimization.	\$9,240 <i>Plus</i> \$528 per annum (hosting)	Software maintenance \$660 per annum Email newsletter \$1,848

Market Creations	Option 1: <ul style="list-style-type: none"> Website Accessibility Tools Document Centre Image Rotator Latest News Directory Content migration 	\$15,572 *Website hosting fees would be charged to the multi-site host. They are recommending that this be the Shire of Bruce Rock	Events Calendar \$825-\$1485 Council Meetings \$1,815 Media library manager \$1,155 Google Translate \$880 Customised Social Media Feed \$1,155 per channel Content Transfer \$440-\$4,730 Category search filter \$440 - \$880
Market Creations	Option 2: As above minus the business directory.	\$13,317	As above
Perth Web Designers	<ul style="list-style-type: none"> 8 key pages of content. Editable rotating homepage slideshow or banner. Social media links. Media library. Secure document centre. Similar in look/layout to https://www.sharkbay.org 	\$7,150 <i>Plus</i> \$396 per annum (hosting)	

Recommendation:

That the information be considered, and the matter discussed.

Comments from the Meeting:

- Mr. Darren Mollenoyux advised that the Shire of Bruce Rock are happy with the product and service provided by Market Creations, however questioned whether the extra expense is warranted for the WEROC Inc. website.
- Ms. Julie Flockhart queried the current WEROC website visitation statistics. The Executive Officer advised that the statistics are not known but this would be followed up with Steven Peacock from go2GUIDES.
- Ms. Karin Day questioned why it was necessary to develop a new website and suggested that consideration be given to keeping the existing site.
- Ms. Julie Flockhart questioned whether WEROC is the right branding to use because it is not a well-known brand. Ms. Flockhart suggested that as part of a broader strategic planning exercise, the Board should review the WEROC brand and consider its target market before progressing with the development of a new website.
- Ms. Karin Day advised that she did not support the development of a new website until the Board is clear on what it is trying to market.
- Mr. Raymond Griffiths suggested that the Board approve the preferred supplier now and review the WEROC brand and marketing before moving forward with the development of the new website.

RESOLUTION:

Moved: Mr. Raymond Griffiths

Seconded: Mr. Rod Forsythe

That the WEROC Inc. Board approve Perth Web Designers as the preferred supplier for the development of a new website for WEROC Inc. with the caveat that prior to proceeding with the new website, a review will be undertaken of the WEROC brand and marketing.

CARRIED 7/2

7.3 Associate Membership of WALGA & Insurance for WEROC Inc.

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: 9. Associate Membership Information for Prospective Organisations
10. Associate Membership Application Form

Financial Implications:	Cost of associate membership and insurance for WEROC Inc. to be included in the 2020/21 budget if the recommendation is supported.
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Voting Requirement: Simple Majority

Background:

Former Executive Officer to WEROC Inc., Ms. Helen Westcott, made the following recommendation to the WEROC Inc. Board at the meeting held on 26 February 2020:

That the WEROC Inc Executive Officer obtain quotes for the following forms of insurance cover:

1. *Public and professional indemnity insurance.*
2. *Officers and director's insurance.*
3. *Workers compensation.*
4. *Voluntary workers Insurance; and*
5. *Cyber/internet insurance.*

That WEROC Inc look to appoint its insurer for a period of three (3) years with a review of its insurance requirements in the third year.

It was suggested that prior to seeking quotes, LGIS be contacted to ascertain if existing cover for the member Shire's could be extended to include activities undertaken by/for WEROC Inc. The matter was then referred to the WEROC Inc. CEO Committee.

At the CEO Committee meeting held on 12 March 2020, Mr. Peter Clarke advised that he had made initial inquiries with LGIS and was informed that coverage could be provided if WEROC Inc. becomes an associate member of WALGA.

The CEO Committee resolved:

RESOLUTION:

Moved: Mr. Jamie Criddle

Seconded: Mr. Mark Dacombe

That Mr. Peter Clarke investigate the matter further, liaise with the Executive Officer and present a proposal at the meeting of the WEROC Inc. Board on 30 April 2020.

Executive Officer Comment:

Information on associate membership with WALGA and the membership application form are attached for consideration.

Benefits of associate membership include:

- Access to WALGA preferred suppliers.
- Professional services offered at below market prices.
- Employee relations service.
- Insurance, risk management and broking services.
- ICT infrastructure and on-line service delivery.
- Strategic procurement services.
- Taxation support.
- Complimentary subscription to WALGA publications.

In addition to the above listed membership inclusions, associate membership would enable WEROC Inc. to insure through LGIS.

The exact cost of associate membership is unknown at this time as WALGA are currently undergoing a review of their fees. Tim Lane, Manager Strategy and Association Governance, has indicated that it would likely only be a few hundred dollars for an organisation such as WEROC Inc.

If WEROC Inc. decides to proceed with an Associate Membership with WALGA, and upon the membership application being accepted, a quote for insurance through LGIS would be sought. It is recommended that a minimum of two other quotes for insurance cover be obtained for comparative purposes.

Recommendation:

That:

- 1) WEROC Inc. become an Associate Member of WALGA.
- 2) Upon acceptance of the application, request a quote for the following forms of insurance cover from LGIS and at least two other insurance providers:
 - Public and professional indemnity insurance.*
 - Officers and director's insurance.*
 - Workers compensation.*
 - Voluntary workers Insurance.*
 - Cyber/internet insurance.*

RESOLUTION:

Moved: Mr. Darren Mollenoyux

Seconded: Ms. Julie Flockhart

That:

- 1) WEROC Inc. become an Associate Member of WALGA.
- 2) Upon acceptance of the application, request a quote for the following forms of insurance cover from LGIS and at least two other insurance providers:
 - Public and professional indemnity insurance.*
 - Officers and director's insurance.*
 - Workers compensation.*
 - Voluntary workers Insurance.*
 - Cyber/internet insurance.*

CARRIED

7.4 Development of a Confidentiality Statement for WEROC Inc.

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020
Attachments: 11. Draft WEROC Inc. Confidentiality Agreement by Members
Voting Requirement: Simple Majority

Background:

Former Executive Officer to WEROC Inc., Ms. Helen Westcott, made the following recommendation in relation to the development of a confidentiality statement:

- 1) *WEROC Inc develop a Confidentiality Statement for use by its Board members and where appropriate require contractors to sign the same agreement but with “member” amended to “contractor”; and*
- 2) *All documents for confidential consideration be watermarked “Confidential”.*

Ms Westcott suggested that WEROC Inc. could look to develop a statement similar to that used by CEACA.

The matter was referred to the WEROC Inc. CEO Committee.

At the CEO Committee meeting held on 12 March 2020, the Committee resolved as follows:

RESOLUTION: *Moved: Mr. Peter Clarke Seconded: Mr. Mark Dacombe*

That Mr. Raymond Griffiths will obtain an example confidentiality statement and forward to the Executive Officer for consideration at the WEROC Inc. Board meeting on 30 April 2020.

Executive Officer Comment:

Mr. Raymond Griffiths provided the CEACA confidentiality agreement as an example. A Draft Confidentiality Agreement for WEROC Inc, which mirrors that of CEACA is provided as an attachment.

Recommendation:

That the Draft WEROC Inc. confidentiality agreement be adopted.

RESOLUTION: **Moved:** Mr. Wayne Della Bosca **Seconded:** Ms. Karin Day

That the Draft WEROC Inc. confidentiality agreement be adopted.

CARRIED

7.5 Appointment of an Auditor for WEROC Inc.

Author: Rebekah Burges, Executive Officer
Disclosure of Interest: No interest to disclose
Date: 14 April 2020
Attachments: NIL
Voting Requirement: Simple Majority
Financial Implications: Audit costs to be included in the WEROC Inc. Budget 2020/21

Background:

The WEROC Inc. Constitution requires that at each Annual General Meeting, an auditor be appointed for a period of one year.

It was resolved at the WEROC Inc. Board meeting held on 26 February 2020 that:

RESOLUTION:

Moved: Julie Flockart

Seconded: Wayne Della Bosca

1. *That the WEROC Inc Executive Officer seeks quotes from the following accounting firms to undertake the 2019/2020 audit for WEROC Inc, with the audit to be undertaken as per the Associations Incorporation Act 2015:*
 - a) *AMD Chartered Accountants.*
 - b) *Butler Settineri Chartered Accountants.*
 - c) *Byfield's Business Advisers; and*
 - d) *Moore Stephens.*
2. *The appointment of an auditor to undertake the 2019/2020 audit be completed as soon as practical so the audit costs can be included in the 2020/2021 budget process for WEROC Inc.*

Executive Officer Comment:

AMD Chartered Accountants, based in Bunbury, have performed the financial audits of WEROC and Wheatbelt Communities Inc. for a number of years. AMD are currently undertaking a seven (7) month audit of WEROC Council for the period 1 July 2019 to 31 January 2020 at a cost of \$1,900 + GST.

Quotes to undertake the financial audit of WEROC Inc. for the 2019-2020 financial year have been provided by AMD Chartered Accountants, Moore Stephens and Audit Partners Australia (the new auditing company for Byfield's).

Butler Settineri advised that they are contracted by the Office of the Auditor General (OAG) to perform the audits of the Shire's of Merredin, Westonia and Kellerberrin. They have sought advice from the OAG to determine if they are allowed to assist WEROC Inc. with audit services.

On Wednesday 22 April, Mr. Robert Hall, Audit Manager at Butler Settineri, advised that they had been given the green light from the OAG to submit a quote for the audit and would provide their proposal prior to the WEROC Inc. Board Meeting. At the time of preparing the Agenda, the quote had not been received. The Executive Officer will provide a verbal update to the meeting.

The quotes supplied are summarized below:

Accounting Firm	Quote for Audit
AMD Chartered Accountants	\$2,200 +GST
Moore Stephens	\$1,250 +GST. Incidentals (e.g. bank confirmation fee) are additional.
Audit Partners Australia (formerly Byfield's audit branch)	\$850 +GST

Recommendation:

That Audit Partners Australia be appointed to undertake the financial audit of WEROC Inc. for the 2019/2020 financial year.

Comments from the Meeting:

- The Executive Officer advised that Butler Settineri provided a quote on the morning of 30 April 2020 to the amount of \$3,000 +GST.
- Past experience with the inefficiency of Byfield's auditing services was raised as a potential issue in appointing Audit Partners Australia.

RESOLUTION:

Moved: Mr. Jamie Criddle

Seconded: Ms. Karin Day

That Audit Partners Australia be appointed to undertake the financial audit of WEROC Inc. for the 2019/2020 financial year.

CARRIED

7.6 Records Management in Local Government

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: 12. IEA Quotation for the Development of Record Management Policies for WEROC Inc.

13. Correspondence from the Director of State Records

Financial Implications: Quote to develop generic policy templates is \$7,200 + GST

Consultation: Gail Murphy, Senior Consultant Information Enterprises Australia

Voting Requirement: Simple Majority

Background:

Records management consultants Information Enterprises Australia (IEA) undertook a review of four out of the five WEROC Inc. Member Councils' recordkeeping policies and procedures. Council specific reports were received by each of the participating Shires and all members received a copy of the summary report.

In email correspondence from Mr. Darren Mollenoyux, CEO Shire of Bruce Rock, to Ms. Helen Westcott on 23 January 2020, it was suggested that WEROC Inc. write to the Director of State Records to seek clarification on the new Information Management Framework referred to in the summary report and the proposed timeframe for its release.

The matter was presented for discussion at the WEROC Inc. Board meeting on 26 February 2020 with the recommendation that consideration be given to whether further work on this project should be funded. The Board resolved to refer the matter to the WEROC Inc. CEO Committee for further discussion.

At the CEO Committee meeting held on 12 March 2020 the following resolution was passed:

RESOLUTION:

Moved: Mr. Peter Clarke

Seconded: Mr. Jamie Criddle

That:

- 1. The Executive officer investigate the original scope of work to determine if the development of a record keeping plan was included and, if not seek a quote for this work. The Executive Officer will present back to the WEROC Inc. Board at the meeting to be held on 30 April 2020.*
- 2. The Executive Officer will write to the Director of State Records to seek clarification on the new Information Management Framework.*

Executive Officer Comment:

A letter was sent to Mr. Damian Shepherd, Director State Records on 19 March 2020 requesting clarity on a new Information Management Framework. A response was received on 24 March 2020 and a copy of the letter is provided as an attachment.

Mr. Shepherd advised that the State Records Commission (SRC) will be undertaking a significant reform of the Standards for State record keeping. The reform process will involve extensive consultation with agencies including Local Government. The consultation is currently on hold as a result of COVID-19. In the interim a summary of the proposed reform was provided as an attachment to the letter with an invitation for Members

to offer their feedback. Mr. Shepherd also advised that an Information Management Framework is something they are working toward as a separate initiative, but this will not occur until after the reform of the standards.

A quote for the development of a generic record keeping policy was requested from IEA. They advised that a generic record keeping policy could be developed but it would not be sufficient to comply with the SRC Standards and recommended that a suite of three essential policies be developed. The cost for this work would be \$7,200 +GST.

Recommendation:

That in light of the advice from the Director State Records, the engagement of IEA to develop any record keeping policies be put on hold until the new Standards are implemented.

RESOLUTION:

Moved: Ms. Julie Flockhart

Seconded: Mr. Raymond Griffiths

That in light of the advice from the Director State Records, the engagement of IEA to develop any record keeping policies be put on hold until the new Standards for State Record Keeping are implemented.

CARRIED

7.7 Development of a File Numbering System for WEROC Inc.

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: NIL

Voting Requirement: Simple Majority

Background:

At the WEROC Inc. Board Meeting held on 26 February 2020, former Executive Officer, Ms. Helen Westcott made a recommendation that a file numbering system be developed to replace that previously used by both Wheatbelt Communities Inc. (WCI) and WEROC, and that consideration be given to engaging a specialist records management consultant to assist in the process.

The Board resolved to refer the matter to the WEROC Inc. CEO Committee.

At a meeting held on 12 March 2020, the CEO Committee resolved as follows:

RESOLUTION: *Moved: Mr. Mark Dacombe Seconded: Mr. Peter Clarke*

The CEO committee recommend to the WEROC Inc. Board that the Executive Officer maintain an appropriate electronic filing system with suitable back-ups.

Recommendation:

That as per the recommendation of the WEROC Inc. CEO Committee, the Executive Officer determine an appropriate electronic filing system without the assistance of a records management specialist and ensure that suitable back-ups are maintained.

RESOLUTION:

Moved: Mr. Rod Forsythe

Seconded: Mr. Wayne Della Bosca

That as per the recommendation of the WEROC Inc. CEO Committee, the Executive Officer determine an appropriate electronic filing system without the assistance of a records management specialist and ensure that suitable back-ups are maintained.

CARRIED

7.8 GWN Collaborative Advertising

Author:	Rebekah Burges, Executive Officer
Disclosure of Interest:	No interest to disclose
Date:	14 April 2020
Attachments:	14. GWN7 Proposal for WEROC 15. GWN7 Coverage Map
Financial Implications:	Cost will be \$5,000 +GST per participating Shire <i>Plus</i> \$950 to produce the initial commercial and \$450 per subsequent commercial using the same branding for the top and tail of all commercials.
Consultation:	Roger Gough, GWN7 Regional Western Australia
Voting Requirement:	Simple Majority

Background:

At the WEROC Inc. CEO Committee meeting held on 12 March 2020 Mr. Raymond Griffiths advised the committee that he had made some inquiries with GWN7 regarding promotional advertisements for tourism and businesses in Kellerberrin.

Mr. Griffiths enquired as to whether there would be any interest in pursuing this as a joint initiative across the five WEROC Inc. Shires. The CEO Committee resolved as follows:

RESOLUTION: *Moved: Mr. Peter Clarke Seconded: Mr. Jamie Criddle*

That the Executive Officer and Mr. Raymond Griffiths investigate this matter further and that it be included on the agenda for the WEROC Inc. Board meeting on 30 April 2020.

Executive Officer Comment:

Mr. Roger Gough was contacted via email and telephone on 26 March and 6 April 2020 requesting information on the grouping of 7 Wheatbelt Shires who undertook the state-wide tourist promotion. A proposal for a similar collaborative advertising campaign for WEROC Inc. was also requested.

On 21 April 2020, Mr. Gough supplied via email, a proposal for a six-month advertising campaign across the five WEROC Inc. Member Councils. The proposal forms Attachment 14 to the meeting agenda.

Hello Rebekah.

My apologies for the delay in presenting this proposal to you, it has been interesting times with our programming, with deleting the AFL and Olympics.

I have now produced a 6 month proposal, with a contribution of \$5,000.00 per Shire, which work out at around \$192.00 per week over 26 weeks, which should be achievable for the Shires.

You will notice on the spot placements, that you would have a spot every week on the 7News/GWN7 News, Better Homes and Gardens, Farmer Wants a Wife or similar programming, Home and Away, Sunrise, 7 Morning News, The Chase Australia, 7 News @ 4:30pm, and 13 weeks on 7 News Saturday.

Some of these would move around dependant on programming changes

You would also have one spot per week on 7 Mate North, 7 Mate South, and 7 Two, with 7 bonus placements from 0600-2400 and 3 from 1800-2230 picking up the numbers.

This same allocation applies to the GWN7 programming.

In fact your Bonus placements alone give you an estimated 3,768.405 viewers.

When you take into consideration that a 7 News Network 15 second commercial costs \$943.00, you can see how this proposal is not to be missed!

Many are starting their promotions now to impact future travel.

It will be interesting to see how it is received as we work towards getting the traffic moving in the country!

All the best with it.

Kindest regards



Roger Gough

Further correspondence from Mr. Gough was received on 22 April 2020:

Good morning Rebekah.

Yesterday I didn't refer to the concept or production of the campaign.

The group would have to work out a common branding, how they will introduce the commercial, content etc.

Can the message be achieved with one commercial, or would there be multiple commercials in rotation?

The initial commercial would cost \$950.00, and subsequent commercials using the same branding of the agreed top and tail for all commercials would be \$450.00

The balance of the commercial content bar the agreed top and tail for all commercials could be changed for each of the shires.

As to coordination it is very simple, as the production company once they have the concept can prepare a sample for you, and when they have to go ahead it is simply introducing them to a contact in the Shires so they can do any filming required.

I have attached a few examples of the type of concept that has been previously used in the Wheatbelt.

Please let me know if I can provide any further assistance.

Kindest regards



Roger Gough

Recommendation:

That the information be considered, and the matter discussed.

Comments from the Meeting:

- Ms. Julie Flockhart advised that the Shire of Merredin were presented with the information supplied by Mr. Roger Gough and felt that there was not sufficient information available to convince them to proceed at this point.
- Ms. Flockhart noted that it is unclear from the proposal, where the advertisements would be aired (e.g. regionally or in the metro area) and highlighted the importance of this in reaching the right markets.

- Mr. Griffiths advised that the Shire of Kellerberrin are viewing this as an opportunity to promote tourism and local businesses. The Shire would cover the tourism aspect and local businesses would be provided an opportunity to make a financial contribution to have their business featured in the advertisement.
- The Executive Officer made mention of the RDA Wheatbelt initiative to develop a region-wide tourism/marketing platform and the identified opportunity to capitalise on the intra-state tourism market post Covid-19.

RESOLUTION:

Moved: Mr. Raymond Griffiths

Seconded: Mr. Rod Forsythe

That the matter be referred to individual Councils for consideration as a regional tourism/business development opportunity.

CARRIED

7.9 Strategic Direction for WEROC Inc.

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: NIL

Voting Requirement: Simple Majority

Background:

At the WEROC Inc. CEO Committee meeting held on 12 March 2020 it was recommended that with the establishment of WEROC as an incorporated not-for profit entity and the introduction of a new Board and Executive Officer, consideration should be given to developing a strategic direction and priority projects for WEROC Inc.

The CEO Committee resolved as follows:

RESOLUTION:

Moved: Mr. Peter Clarke

Seconded: Mr. Jamie Criddle

The CEO Committee recommend that the full Board run a workshop on future strategic directions as per the objectives of the association.

Recommendation:

That:

- 1) Consideration be given to holding a strategic planning workshop to identify strategic directions for WEROC Inc. aligned to the objects of the association.
- 2) That an independent facilitator be appointed to lead the strategic planning workshop.

Comments from the Meeting:

- Members advised that they would prefer for the Executive Officer to facilitate the planning workshop rather than engaging an external consultant.
- Ms. Julie Flockhart advised that the Shire of Merredin would be happy to host the workshop.

RESOLUTION:

Moved: Ms. Karin Day

Seconded: Mr. Rod Forsythe

That:

- 1) An in-person strategic planning workshop be held to identify a strategic direction for WEROC Inc. aligned to the objects of the association, with the meeting being convened as soon as practically possible.
- 2) The Executive Officer provide a quote to facilitate the workshop.

CARRIED

7.10 Public Health Plans in Local Government: Discussion and Decisions Arising from the Presentation by Mr. Llew Withers

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: 16. Injury Matters Local Government Planning Guide

Voting Requirement: Simple Majority

Executive Officer Comment:

Following the presentation from Mr. Llew Withers it may be appropriate for the WEROC Inc. Board to consider what, if any, further action is required on this matter.

In addition to the information provided by Mr. Withers the Board may like to consider the Local Government Planning Guide that has been developed by Injury Matters. The guide:

- Outlines how injury prevention and safety promotion can be considered in Public Health Plans.
- Outlines how to determine local injury priorities.
- Suggests objectives and activities that can be included to address specific injury topics.
- Provides injury specific resources and grants.
- Outlines agencies that can support the implementation of injury activities with Local Government.

Recommendation:

That the information presented be considered, and the matter discussed.

Comments from the Meeting:

- It is understood from Mr. Withers presentation that the first Public Health Plan must be completed by each Local Government by 2023.
- It was originally intended that an overarching Public Health Plan for the WEROC Member Councils would be developed, which could then be adapted for each individual Local Government. It is unclear whether this is permissible. The Board would like to seek clarification on this matter.

RESOLUTION:

Moved: Mr. Darren Mollenoyux

Seconded: Ms. Karin Day

Write to Mr. Llew Withers and request a quote for:

1) The development of an overarching Public Health Plan for the five WEROC Inc. Member Councils, which can subsequently be adapted to support the completion of individual Local Government Plans. Seek clarification on whether this is permissible under the Public Health Act 2016; and

2) The development of individual Public Health Plans for each of the five WEROC Inc. Member Councils.

CARRIED

7.11 Bushfire Risk Management Planning Coordinator: Discussion and Decisions Arising from the Presentation by Mr. Giles De Brito and Superintendent Mark Bowen

Author: Rebekah Burges, Executive Officer

Disclosure of Interest: No interest to disclose

Date: 14 April 2020

Attachments: NIL

Voting Requirement: Simple Majority

Executive Officer Comment:

Following the presentation from Mr. Giles De Brito and Superintendent Mark Bowen it may be appropriate for the WEROC Inc. Board to consider what, if any, further action is required on this matter.

Recommendation:

That the information presented be considered, and the matter discussed.

RESOLUTION:

Moved: Mr. Raymond Griffiths

Seconded: Ms. Karin Day

That the information be noted

CARRIED

8. EMERGING ISSUES

8.1 Opportunity to Tender for Aggregate from the Doodlakine Quarry

- The Doodlakine Quarry has presented an opportunity for WEROC Inc. to tender as a group for the supply of aggregate at a discounted rate. The Quarry currently supplies the Shire's of Kellerberrin and Yilgarn.
- The quarry is now prepared for full operation and the efficient delivery of rock. They have noted that a barrier to supply is the lack of notice for the required material.
- The Shire of Kellerberrin have advised that they are happy to provide the tender specifications.
- The Shire of Bruce Rock is currently under contract for a 12-month period so may look to this as a future opportunity.
- It is advised that for those Shire's who are interested, the CEO's investigate the matter further and present to their respective Councils for decision.

RESOLUTION:

Moved: Ms. Karin Day

Seconded: Mr. Rod Forsythe

That the WEROC Shires will consider purchasing aggregate from the Doodlakine Quarry as a joint initiative going forward

CARRIED

9. OTHER MATTERS – FOR NOTING

9.1 Shire of Tammin Enquiry Regarding WEROC Inc. Membership

The following email was received on Thursday 12 March 2020, from Mr. Neville Hale CEO of the Shire of Tammin:

From: Neville Hale <ceo@tammin.wa.gov.au>

Sent: Thursday, 12 March 2020 1:40 PM

To: rebekah@150square.com.au

Subject: WEROC

Hi Rebekah

Thanks for taking my call. As discussed, I was seeking some information to present to Council as it deliberates on whether it wished to take up membership of either WEROC or NEWROC in lieu of its existing arrangements with Quairading and Cunderdin Shires.

To assist me in providing comment to Council, would you be able to provide comment on the following:

1. What are the current and future (if known) projects under consideration/action?
2. Is there a joining fee payable and if so, what is the current estimated fee?
3. How does the ROC operate, i.e. rotation of Chair, portfolios etc?

Simple dot point responses should be sufficient.

The Shire President and I attended a WEROC Meeting last August with a view of taking up membership and appreciated the opportunity then to observe and be invited to participate in discussions. However, Council is seeking a broader view before committing to any ROC and will be seeking similar information from NEWROC and revisiting other options.

Thank you for your time.

Please give me a call if you require further clarification.

Regards

Neville

On 15 April 2020, Mr. Hale advised that Council had yet to make its decision.

The WEROC Inc. Constitution states that “where a new Member is admitted, a financial contribution is to be made by the new Member, in addition to the annual financial contribution, and will be as determined by the Board.” Consideration might need to be given to what would constitute a fair financial contribution for any new Member.

RESOLUTION:

Moved: Ms. Karin Day

Seconded: Mr. Rod Forsythe

That the Shire of Tammin be advised as follows:

- 1) To match the current equity of the WEROC Inc. Member Councils, for any new member to be admitted to WEROC Inc. the financial contribution will be \$30,000 plus the annual contribution of \$12,000.
- 2) It is an expectation that any new members will support the current projects/initiatives of WEROC Inc.

CARRIED

10. FUTURE MEETINGS

The WEROC Inc. Constitution states that:

17.3 The Board will prepare and approve the annual budget at least 1 month before the end of the financial year

It is therefore recommended that the next meeting of the WEROC Inc. Board be held on or before Thursday 28 May 2020 so that the 2020/21 Budget can be discussed and approved.

The next meeting of the WEROC Inc. Board will be held via video conference on Thursday 28 May 2020.

11. CLOSURE

The Chair thanked Members for their participation and closed the meeting at 3.38pm.

Attachment

9.1.1

LG Information
Paper National
Redress Scheme



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

National Redress Scheme for Institutional Child Sexual Abuse

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

Information Paper

3 February 2020

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1. SUMMARY - WA LOCAL GOVERNMENT: ROYAL COMMISSION AND REDRESS

The Western Australian Government (the State), through the Department of Local Government, Sport and Cultural Industries (DLGSC), has been consulting with the WA local government sector and other key stakeholders on the Royal Commission into Institutional Responses to Child Sexual Abuse (in 2018) and the National Redress Scheme (in 2019).

The consultation throughout 2019 has focused on the National Redress Scheme (the Scheme) with the aim of:

- raising awareness about the Scheme;
- identifying whether WA local governments are considering participating in the Scheme;
- identifying how participation may be facilitated; and
- enabling advice to be provided to Government on the longer-term participation of WA local governments.

Following this initial consultation and feedback gathered, the State Government considered a range of options regarding WA local government participation in the Scheme and reached a final position in December 2019.

DLGSC, supported by the Departments of Justice and Premier and Cabinet, will again engage with WA local governments in early 2020, to inform of the:

- State's decision and the implications for the sector (see [Section 4](#));
- Support (financial and administrative) to be provided by the State; and
- Considerations and actions needed to prepare for participation in the Scheme from 1 July 2020 (see [Section 5](#)).

DLGSC's second phase of engagement with WA local governments is summarised in the table below:

Description and Action	Agency	Timeline
Distribution of Information Paper to WA Local Governments	DLGSC	3 February 2020
WALGA hosted webinar	DLGSC / DPC	18 February 2020
Metro and Country Zone meetings	WA LG's / DLGSC	19 to 24 February 2020
State Council meeting – Finalisation of Participation arrangements	WALGA	4 March 2020
WALGA hosted webinar – Participation arrangements	DLGSC/ DPC	Mid-March 2020

Further information about the Royal Commission is available at [Appendix A](#) and the National Redress Scheme at [Appendix B](#) of this Information Paper.

The information in this Paper may contain material that is confronting and distressing. If you require support, please [click on this link](#) to a list of available support services.

2. CURRENT SITUATION - WA LOCAL GOVERNMENT PARTICIPATION IN THE NATIONAL REDRESS SCHEME

The WA Parliament passed the legislation required to allow for the Government and WA based non-government institutions to participate in the National Redress Scheme. The *National Redress Scheme for Institutional Child Sexual Abuse (Commonwealth Powers) Act 2018* (WA) took effect on 21 November 2018.

The WA Government commenced participating in the Scheme from 1 January 2019.

The State Government's Redress Coordination Unit within the Office of the Commissioner for Victims of Crime, Department of Justice:

- Acts as the State Government's single point of contact with the Scheme;
- Coordinates information from State Government agencies to the Scheme; and
- Coordinates the delivery of Direct Personal Responses (DPR) to redress recipients (at their request) by responsible State Government agencies to redress recipients.

CURRENT TREATMENT OF WA LOCAL GOVERNMENTS IN THE SCHEME

Under the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth), Local Governments may be considered a State Government institution.¹

There are several considerations for the State Government and Local Governments (both individually and collectively) about joining the Scheme.

The State Government considers a range of factors relating to organisations or bodies participation in the Scheme, before their inclusion in the declaration as a State Government institution. These factors include the capability and capacity of the agencies or organisations to:

- Respond to requests for information from the State Government's Redress Coordination Unit within prescribed timeframes;
- Financially contribute to the redress payment made by the Scheme on behalf of the agency or body; and
- Comply with the obligations of participating in the Scheme and the Commonwealth legislation.

A decision was made at the time of joining the Scheme to exclude WA local governments from the State Government's declaration. This was to allow consultation to occur with the local government sector about the Scheme, and for fuller consideration to be given to the mechanisms by which the sector could best participate in the Scheme.

¹ Section 111(1)(b).

3. CONSULTATION TO DATE WITH WA LOCAL GOVERNMENT SECTOR

The Department of Local Government, Sport and Cultural Industries (DLGSC) has been leading an information and consultation process with the WA local government sector about the Scheme. The Departments of Justice and Premier and Cabinet (DPC) have been supporting DLGSC in the process, which aimed to:

- Raise awareness about the Scheme;
- Identify whether local governments are considering participating in the Scheme;
- Identify how participation may be facilitated; and
- Enable advice to be provided to Government on the longer-term participation of WA local governments.

DLGSC distributed an initial *Information and Discussion Paper* in early January 2019 to WA local governments, the WA Local Government Association (WALGA), Local Government Professionals WA (LG Pro) and the Local Government Insurance Scheme (LGIS). Between March and May 2019, DLGSC completed consultations that reached 115 out of 137 WA local governments and involved:

- an online webinar to 35 local governments, predominantly from regional and remote areas;
- presentations at 12 WALGA Zone and LG Pro meetings; and
- responses to email and telephone enquiries from individual local governments.

It was apparent from the consultations that the local government sector had, at the time, a very low level of awareness of the Scheme prior to the consultations occurring, and that little to no discussion had occurred within the sector or individual local governments about the Scheme. Local governments were most commonly concerned about the:

- Potential cost of redress payments;
- Availability of historical information;
- Capacity of local governments to provide a Direct Personal Response (apology) if requested by redress recipients;
- Process and obligations relating to maintaining confidentiality if redress applications are received, particularly in small local governments;
- Lack of insurance coverage of redress payments by LGIS, meaning local governments would need to self-fund participation and redress payments.

LGIS Update (April 2019) – National Redress Scheme

LGIS published and distributed an update regarding the considerations and (potential) liability position of the WA local government sector in relation to the National Redress Scheme.

WALGA State Council Resolution

The WALGA State Council meeting of 3 July 2019 recommended that:

1. *WA local government participation in the State's National Redress Scheme declaration with full financial coverage by the State Government, be endorsed in principle, noting that further engagement with the sector will occur in the second half of 2019.*
2. *WALGA continue to promote awareness of the National Redress Scheme and note that local governments may wish to join the Scheme in the future to demonstrate a commitment to the victims of institutional child sexual abuse.*

It is understood that this recommendation was made with knowledge that it is ultimately a State Government decision as to whether:

- Local governments can participate in the Scheme as part of the State's Government's declaration; and
- The State Government will fund local government redress liability.

4. WA GOVERNMENT DECISION - FUTURE PARTICIPATION OF WA LOCAL GOVERNMENTS IN THE NATIONAL REDRESS SCHEME

Following the initial consultation process, a range of options for local government participation in the Scheme were identified by the State Government including:

1. WA Local governments be **excluded** from the State Government's declaration of participating institutions.

This means that: local governments may choose not to join the Scheme; or join the Scheme individually or as group(s), making the necessary arrangements with the Commonwealth and self-managing / self-funding all aspects of participation in the Scheme.

2. WA Local governments be **included** in the State Government's declaration of participating institutions.

There were three sub-options for ways local government participation as a State Government institution could be accommodated:

- a. Local governments cover all requirements and costs associated with their participation;
- b. The State Government covers payments to the survivor arising from local governments' participation, with costs other than payments to the survivor (including counselling, legal and administrative costs) being funded by local governments; or
- c. An arrangement is entered into whereby the State Government and local governments share the requirements and costs associated with redress – for example, on a capacity to pay and deliver basis.

The State Government considered the above options and resolved via the Community Safety and Family Support Cabinet Sub-Committee (December 2019) to:

- Note the consultations undertaken to date with the WA local government sector about the National Redress Scheme;
- Note the options for WA local government participation in the Scheme;
- Agree to local governments participating in the Scheme as State Government institutions, with the State Government covering payments to the survivor; and
- Agree to the DLGSC leading further negotiations with the WA local government sector regarding local government funding costs, other than payments to the survivor including counselling, legal and administrative costs.

KEY ASPECTS OF THE STATE'S DECISION

For clarity, the State's decision that means the following financial responsibilities are to be divided between the State Government and the individual local government that has a Redress application submitted, and then subsequently accepted by the Scheme Operator as a Redress claim.

State Government

The State Government will cover the following:

- Redress monetary payment provided to the survivor;
- Costs in relation to counselling, legal and administration (including the coordination of requests for information and record keeping); and
- Trained staff to coordinate and facilitate a Direct Personal Response or DPR (Apology) to the survivor if requested (on a fee for service basis with costs covered by the individual local government – see below).

Individual Local Government

The individual local government will be responsible for:

- Costs associated with gathering their own (internal) information if requested in a Redress application;
- Providing the State with the necessary information to participate in the Scheme; and
- Costs associated the delivery of a DPR (based on a standard service fee, plus travel and accommodation depending on the survivor's circumstance). *

* note – The State's decision includes that all DPR's will be coordinated and facilitated by the Redress Coordination Unit (Department of Justice) on every occasion, if a DPR is requested by the survivor.

This decision was made on the basis that:

- State Government financial support for local government participation in the Scheme, as set out, will ensure that redress is available to as many WA survivors of institutional child sexual abuse as possible.
- The demonstration of leadership by the State Government, as it will be supporting the local government sector to participate in the Scheme and recognising the WALGA State Council resolution of 3 July 2019, is consistent with the local government sector's preferred approach.
- Contributes to a nationally consistent approach to the participation of local governments in the Scheme, and particularly aligns with the New South Wales, Victorian and Tasmanian Governments' arrangements. This provides opportunity for the State Government to draw on lessons learned through other jurisdictions' processes.
- Ensures a consistent and quality facilitation of a DPR (by the State) if requested by the survivor.
- State Government financial support for any local government redress claims does not imply State Government responsibility for any civil litigation against local governments.

Noting the State's decision, a range of matters need to be considered and arrangements put in place to facilitate local governments participating with the State Government's declaration and meeting the requirements of the Scheme. Those arrangements will:

- provide for a consistent response to the Scheme by WA Government institutions, and for WA survivors accessing the Scheme; and
- mitigate concerns raised by local governments during consultations about complying with the processes and requirements of the Scheme.

5. CONSIDERATIONS FOR WA LOCAL GOVERNMENTS

Following the State's decision, a range of matters need to be considered by each local government and in some cases, actions taken in preparation for participating in the Scheme, these include:

CONFIDENTIALITY

- Information about applicants and alleged abusers included in RFIs (Requests for Information) is sensitive and confidential and is considered protected information under *The National Redress Act*, with severe penalties for disclosing protected information.
- Individual local governments will need to consider and determine appropriate processes to be put in place and staff members designated to ensure information remains confidential.

APPLICATION PROCESSING / STAFFING

- The timeframes for responding to an RFI are set in *The Act* and are 3 weeks for priority application and 7 weeks for non-priority applications. This RFI process will be supported by the State (DLGSC and the Redress Coordination Unit).
- Careful consideration should be given to determining which position will be responsible for receiving applications and responding to RFIs, due to the potentially confronting content of people's statement of abuse.
- Support mechanisms should be in place for these staff members, including access to EAP (Employee Assistance Program) or other appropriate support.
- The need for the appointed position and person(s) to have a level of seniority in order to understand the magnitude of the undertaking and to manage the potential conflicts of interest.
- The responsible position(s) or function(s) would benefit from being kept confidential in addition to the identity of the person appointed to it.

RECORD KEEPING

- The Redress Coordination Unit (Department of Justice) is the state record holder for Redress and will keep copies of all documentation and RFI responses. Local Governments will be required to keep their own records regarding a Redress application in a confidential and secure manner, and in line with all requirements of the *State Records Act 2000*.
- Consider secure storage of information whilst the RFI is being responded to.

REDRESS DECISIONS

- Decisions regarding redress applicant eligibility and responsible institution(s) are made by Independent Decision Makers, based on the information received by the applicant and any RFI responses. The State government does not have any influence on the decision made.
- There is no right of appeal.

MEMORIALS

- Survivors (individuals and / or groups) from within individual communities may ask about the installation of memorials. The State Government's view is to only consider memorialising groups, however locally, this is a decision of an individual local government.

6. NEXT STEPS – PREPARATION FOR WA LOCAL GOVERNMENT PARTICIPATION IN THE SCHEME

In addition to the second-phase information process outlined in section 1, the State will develop:

1. A Memorandum of Understanding (MOU) - to be executed between the State and WALGA following the (WALGA) State Council meeting on 4 March 2020.

The MOU will capture the overall principles of WA local governments participating in the Scheme as State Government institutions and being part of the State's declaration; and

2. Template Service Agreement – that will be executed on an 'as needed' basis between the State and an individual local government, if a redress application is received.

DLGSC and the Department of Justice will work with WALGA / LGPro and all local governments to prepare for participation in the Scheme including:

- Identifying appropriate positions, staff and processes to fulfil requests for information;
- Ensuring local governments have delegated authority to an officer to execute a service agreement with the State if needed;

The State will prepare a template Council report, where all WA local governments will be asked to delegate authority to an appropriate officer in advance, able to execute a service agreement if required. This is necessary as priority requests for information under the Scheme, are in a shorter turnaround time than Council meeting cycles and therefore, cannot be undertaken at the time.

- Ensuring local government have established appropriate processes and can fulfil Scheme obligations (particularly in terms of confidentiality, record keeping etc); and
- Gathering the necessary facility and service information from all individual local governments to commence participation in the Scheme. This information will be provided to the Commonwealth, loaded into the Scheme database and used to facilitate an individual local government's participation in the National Redress Scheme.

ACKNOWLEDGEMENTS

The contents of this Information and Discussion Paper includes extracts from the following identified sources. Information has been extracted and summarised to focus on key aspects applicable to the Department of Local Government, Sport and Cultural Industries' key stakeholders and funded bodies:

- The Royal Commission into Institutional Responses to Child Sexual Abuse – Final Report.

To access a full version of the Royal Commission's Findings and the Final Report, please follow the link at <https://www.childabuseroyalcommission.gov.au/>

- Western Australian State Government response to the Royal Commission (27 June 2018).

To access a full version of the State Government's detailed response and full report, please follow the link at [https://www.dpc.wa.gov.au/ProjectsandSpecialEvents/Royal-Commission/Pages/The-WA-Government-Response-to-Recommendations-\(June-2018\).aspx](https://www.dpc.wa.gov.au/ProjectsandSpecialEvents/Royal-Commission/Pages/The-WA-Government-Response-to-Recommendations-(June-2018).aspx)

- More information on the National Redress Scheme can be found at www.nationalredress.gov.au.
- The full National Redress Scheme - Participant and Cost Estimate (July 2015) Report at <https://www.dlgsc.wa.gov.au/resources/publications/Pages/Child-Abuse-Royal-Commission.aspx>

FOR MORE INFORMATION

Please contact:

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APPENDIX A

ROYAL COMMISSION INTO INSTITUTIONAL RESPONSES TO CHILD SEXUAL ABUSE – FURTHER INFORMATION

The Royal Commission into Institutional Responses to Child Sexual Abuse (the Royal Commission) was established in January 2013, to investigate systemic failures of public and private institutions² to protect children from child sexual abuse, report abuse, and respond to child sexual abuse. The Royal Commission's Terms of Reference required it to identify what institutions should do better to protect children in the future, as well as what should be done to:

- achieve best practice in reporting and responding to reports of child sexual abuse;
- eliminate impediments in responding to sexual abuse; and
- address the impact of past and future institutional child sexual abuse.

The Western Australian Government (State Government) strongly supported the work of the Royal Commission through the five years of inquiry, presenting detailed evidence and submissions and participating in public hearings, case studies and roundtables.

The Royal Commission released three reports throughout the inquiry: *Working with Children Checks* (August 2015); *Redress and Civil Litigation* (September 2015) and *Criminal Justice* (August 2017). The Final Report (Final Report) of the Royal Commission into Institutional Responses to Child Sexual Abuse incorporated the findings and recommendations of the previously released reports and was handed down on 15 December 2017. To access a full version of the Royal Commission's Findings and the Final Report, follow the link at <https://www.childabuseroyalcommission.gov.au/>

The Royal Commission made 409 recommendations to prevent and respond to institutional child sexual abuse through reform to policy, legislation, administration, and institutional structures. These recommendations are directed to Australian governments and institutions, and non-government institutions. One specific recommendation was directed at Local Government, while many others will directly or indirectly impact on the organisations that Local Government works with and supports within the community.

Of the 409 recommendations, 310 are applicable to the Western Australian State Government and the broader WA community.

² * For clarity in this Paper, the term 'Institution' means any public or private body, agency, association, club, institution, organisation or other entity or group of entities of any kind (whether incorporated or unincorporated), however described, and:

- Includes for example, an entity or group of entities (including an entity or group of entities that no longer exist) that provides, or has at any time provided, activities, facilities, programs or services of any kind that provide the means through which adults have contact with children, including through their families
- Does not include the family.

THE WESTERN AUSTRALIAN GOVERNMENT RESPONSE TO THE ROYAL COMMISSION

The State Government examined the 310 applicable recommendations and provided a comprehensive and considered response, taking into account the systems and protections the State Government has already implemented. The State Government has accepted or accepted in principle over 90 per cent of the 310 applicable recommendations.

The State Government's response was released on 27 June 2018 fulfilling the Royal Commission recommendation 17.1, that all governments should issue a formal response within six months of the Final Report's release, indicating whether recommendations are accepted; accepted in principle; not accepted; or will require further consideration. The WA Government's response to the Royal Commission recommendations can be accessed at:

<http://www.dpc.wa.gov.au/childabuseroyalcommission>

The State Government has committed to working on the recommendations with the Commonwealth Government, other states and territories, local government, non-government institutions (including religious institutions) and community organisations.

The State Government's overall approach to implementation of reforms is focused on:

- Stronger Prevention (including Safer Institutions and Supportive Legislation)
 - Create an environment where children's safety and wellbeing are the centre of thought, values and actions;
 - Places emphasis on genuine engagement with and valuing of children;
 - Creates conditions that reduce the likelihood of harm to children and young people.
- Reliable Responses (including Effective Reporting)
 - Creates conditions that increase the likelihood of identifying any harm;
 - Responds to any concerns, disclosures, allegations or suspicions of harm.
- Supported Survivors (including Redress).

Many of the recommendations of the Royal Commission have already been addressed through past work of the State Government, and others working in the Western Australian community to create safe environments for children. This work is acknowledged and where appropriate, will be built upon when implementing reforms and initiatives that respond to the Royal Commission's recommendations.

APPENDIX B

NATIONAL REDRESS SCHEME - FURTHER INFORMATION

The Royal Commission's *Redress and Civil Litigation (September 2015)* Report recommended the establishment of a single national redress scheme to recognise the harm suffered by survivors of institutional child sexual abuse.

The National Redress Scheme (the Scheme):

- Acknowledges that many children were sexually abused in Australian institutions;
- Recognises the suffering they endured because of this abuse;
- Holds institutions accountable for this abuse; and
- Helps people who have experienced institutional child sexual abuse gain access to counselling and psychological services, a direct personal response, and a redress-payment.

The National Redress Scheme involves:

- People who have experienced institutional child sexual abuse who can apply for redress;
- The National Redress Scheme team — Commonwealth Government staff who help promote the Scheme and process applications;
- Redress Support Services — free, confidential emotional support and legal and financial counselling for people thinking about or applying to the Scheme;
- Participating Institutions that have agreed to provide redress to people who experienced institutional child sexual abuse; and
- Independent Decision Makers who will consider applications and make recommendations and conduct reviews.

The National Redress Scheme formally commenced operation on 1 July 2018 and offers eligible applicants three elements of redress:

- A direct personal response from the responsible institution, if requested;
- Funds to access counselling and psychological care; and
- A monetary payment of up to \$150,000.

Importantly, the Scheme also provides survivors with community based supports, including application assistance; financial support services; and independent legal advice. The Scheme is administered by the Commonwealth Government on behalf of all participating governments, and government and non-government institutions, who contribute on a 'responsible entity pays' basis.

Institutions that agree to join the Scheme are required to adhere to the legislative requirements set out in the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth).

More information on the Scheme can be found at www.nationalredress.gov.au or the [National Redress Guide](#).

SURVIVORS IN THE COMMUNITY

Throughout the five years of its inquiry, the Royal Commission heard detailed evidence and submissions, and held many public and private hearings, case studies and roundtables. Most notably, the Royal Commission heard directly from survivors of historical abuse.

The Royal Commission reported that survivors came from diverse backgrounds and had many different experiences. Factors such as gender, age, education, culture, sexuality or disability had affected their vulnerability and the institutions response to abuse.

The Royal Commission, however, did not report on the specific circumstances of individuals with the details of survivors protected; the circumstances of where and within which institutions their abuse occurred is also protected and therefore unknown. Further, survivors within the WA community may have chosen to not disclose their abuse to the Royal Commission.

Accordingly, it is not known exactly how many survivors were abused within Western Australian institutions, including within Local Government contexts. Within this context of survivors in the community, who may or may not be known, consideration needs to be given to how all institutions, including local governments, can fulfil the Royal Commission's recommendation in relation to redress.

The Royal Commission's *Redress and Civil Litigation (September 2015)* Report recommended the establishment of a single national redress scheme to recognise the harm suffered by survivors of institutional child sexual abuse. This report also recommended that Governments around Australia remove the limitation periods that applied to civil claims based on child sexual abuse, and consequently prevented survivors – in most cases – pursuing compensation through the courts.

As a result of reforms made in response to these recommendations, WA survivors now have the following options to receive recognition of their abuse:

1. Pursuing civil court action(s) against the perpetrator and/or the responsible institution. The *Civil Liability Legislation Amendment (Child Sexual Abuse Actions) Act 2018* (WA) took effect on 1 July 2018, removing the limitation periods that previously prevented persons who had experienced historical child sexual abuse from commencing civil action.
2. Applying to the National Redress Scheme, which provides eligible applicants with a monetary payment, funds to access counselling and an apology. Note, to receive redress the responsible institution(s) will need to have joined the Scheme.

TREATMENT OF LOCAL GOVERNMENTS BY OTHER JURISDICTIONS

At the time of the State Government joining the Scheme, only two jurisdictions had made a decision about the treatment of local governments. All jurisdictions have since agreed to include local governments within their respective declarations, with the exception of South Australia (SA). The SA Government is still considering their approach.

It is understood that all jurisdictions, with the exception of SA, are either covering the redress liability associated with local government participation in the Scheme or entering into a cost sharing arrangement. The table below provides a summary of other jurisdictions' positions.

Jurisdiction	Position
Commonwealth	<ul style="list-style-type: none"> No responsibility for local governments. The Commonwealth Government has indicated preference for a jurisdiction to take a consistent approach to the participation of local governments in the Scheme.
Australian Capital Territory (ACT)	<ul style="list-style-type: none"> ACT has no municipalities, and the ACT Government is responsible for local government functions. ACT has therefore not been required to explore the issue of local government participation in the Scheme.
New South Wales (NSW)	<ul style="list-style-type: none"> In December 2018, the NSW Government decided to include local councils as NSW Government institutions and to cover their redress liability. The NSW Office for Local Government is leading communications with local councils about this decision. NSW's declaration of participating institutions will be amended once preparation for local council participation is complete.
Northern Territory (NT)	<ul style="list-style-type: none"> The NT Government has consulted all of the Territory's local governments, including individually visiting each local government. NT is in the process of amending Territory's declaration of participating institutions to include local governments.
Queensland	<ul style="list-style-type: none"> Queensland is finalising a memorandum of understanding (MOU) with the Local Government Association of Queensland to enable councils to participate in the Scheme as State institutions. The MOU includes financial arrangements that give regard to individual councils' financial capacity to pay for redress.
South Australia (SA)	<ul style="list-style-type: none"> Local governments are not currently included in the SA Government's declaration The SA Government is still considering its approach to local governments.
Tasmania	<ul style="list-style-type: none"> Local Governments have agreed to participate in the Scheme and will be included as a state institution in the Tasmanian Government's declaration. A MOU with local governments is being finalised, ahead of amending Tasmania's declaration.
Victoria	<ul style="list-style-type: none"> The Victorian Government's declaration includes local governments. The Victorian Government is covering local governments' redress liability.
Western Australia (WA)	<ul style="list-style-type: none"> The WA Government has excluded local governments from its declaration, pending consultation with the local government sector.

TIMEFRAME TO JOIN THE SCHEME

Institutions can join the Scheme within the first two years of its commencement. This means that institutions can join the Scheme up to and including 30 June 2020 (the second anniversary date of the Scheme). The Commonwealth Minister for Social Services may also provide an extension to this period to allow an institution to join the Scheme after this time. However, it is preferred that as many institutions as possible join the Scheme within the first two years to give certainty to survivors applying to the Scheme about whether the institution/s in which they experienced abuse will be participating.

If an institution has not joined the Scheme, they are not a participating institution. However, this will not prevent a person from applying for redress. In this circumstance, a person's application cannot be assessed until the relevant institution/s has joined the Scheme. The Scheme will contact the person to inform them of their options to either withdraw or hold their application. The Scheme will also contact the responsible institution/s to provide information to aid the institution/s to consider joining the Scheme.

THE SCHEME'S STANDARD OF PROOF

The Royal Commission recommended that 'reasonable likelihood' should be the standard of proof for determining eligibility for redress. For the purposes of the Scheme, 'reasonable likelihood' means the chance of the person being eligible is real and is not fanciful or remote and is more than merely plausible.

When considering a redress application, the Scheme Operator must consider whether it is reasonably likely that a person experienced sexual abuse as a child, and that a participating institution is responsible for an alleged abuser/s having contact with them as a child. In considering whether there was reasonable likelihood, all the information available must be taken into account.

Where a participating institution does not hold a record (i.e. historical information), the Scheme Operator will not be precluded from determining a person's entitlement to redress. The information to be considered by the Scheme Operator includes:

- The information contained in the application form (or any supplementary information provided by a person by way of statutory declaration);
- Any documentation a person provided in support of their application;
- The information provided by the relevant participating institution/s in response to a Request for Information from the Operator, including any supporting documentation provided; and
- Any other information available including from Scheme holdings (for example where the Scheme has built up a picture of relevant information about the same institution during the relevant period, or the same abuser).

It should be noted that the 'reasonable likelihood' standard of proof applied by the Scheme is of a lower threshold (or a lower standard of proof) than the common law standard of proof applied in civil litigation – the 'balance of probabilities'. Please see 11.7 of the Royal Commission's *Redress and Civil Litigation Report (2015)* for additional information on the difference between the two.

MAXIMUM PAYMENT AND SHARED RESPONSIBILITY

The amount of redress payment a person can receive depends on a person's individual circumstances, specifically the type of abuse the person experienced.

A person may only make one application for redress. The maximum redress payment payable under the scheme to an applicant is \$150,000 in total.

The payment of redress is made by the institution(s) found responsible for exposing the individual to the circumstances that led to the abuse.

There may be instances where one or more institutions are found to be jointly responsible for the redress payment to a person, and instances where a person may have experienced abuse in one or more different institutions. In such situations, the redress payable by an institution will be apportioned in accordance with the Scheme's assessment framework - see <https://www.legislation.gov.au/Details/F2018L00969> and method statement - see <http://guides.dss.gov.au/national-redress-guide/4/1/1>

Prior payments made by the responsible institution for the abuse to the applicant (e.g. ex-gratia payments) will be taken into account and deducted from the institutions' redress responsibility.

EFFECT OF AN APPLICANT ACCEPTING AN OFFER OF REDRESS

Accepting an offer of redress has the effect of releasing the responsible participating institution/s and their officials (other than the abuser/s) from civil liability for instances of sexual abuse and related non-sexual abuse of the person that is within the scope of the Scheme. This means that the person agrees to not bring or continue any civil claims against the responsible participating institution/s in relation to any abuse within the scope of the Scheme.

If a responsible participating institution/s is a member of a participating group, the person will be releasing the other associated institutions and officials within that group from any civil liability for instances of sexual abuse and related non-sexual abuse of the person that is within the scope of the Scheme.

Accepting an offer of redress also has the effect of preventing a responsible participating institution from being liable to contribute to damages that are payable to the person in civil proceedings (where the contribution is to another institution or person).

In accepting the offer of redress, a person will also be consenting to allow the participating institution/s or official/s to disclose the person's acceptance of redress offer in the event that a civil claim is made. The Scheme must provide a copy of the person's acceptance of offer to each responsible institution for their records once received.

Note – the acceptance of an offer of redress does not exclude the pursuance or continuance of criminal proceedings against the abuser(s).

Attachment 9.1.2

Residential
Tenancy
Agreement



GROH RESIDENTIAL TENANCY AGREEMENT (LEASE FROM PRIVATE OWNER)

Warning: By virtue of Regulations 5AB(b) and 7F of the Residential Tenancies Regulations 1989, sections 27A and 82 of the Residential Tenancies Act 1987 do not apply to this agreement. As a result, this agreement is not required to be in the form prescribed by the Residential Tenancies Regulations 1989 and Parts A and B of this agreement differ in some respects from the form prescribed. Part C of this agreement contains additional terms not found in the prescribed form.

PART A

This agreement is made between:

Lessor

SHIRE OF YILGARN

ADDRESS: PO BOX 86, SOUTHERN CROSS, WA, 6426

EMAIL: EMCS@YILGARN.WA.GOV.AU TELEPHONE: 9049 1001

and

Tenant

The Housing Authority, acting through the Government Regional Officers' Housing (GROH) program, of 99 Plain Street, East Perth, Western Australia

~~Lessor's property manager~~

Giving of notices and information by electronic means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

Email: Yes ☒ No ☐ Facsimile: Yes ☐ No ☒

[insert email address or facsimile number if different from contact details above]

Tenant

Email: Yes ☒ No ☐ Facsimile: Yes ☐ No ☒

[insert email address or facsimile number if different from contact details above]

~~Lessor's property manager~~

Email: Yes ☐ No ☐ Facsimile: Yes ☐ No ☐

~~*[insert email address or facsimile number if different from contact details above]*~~

~~Indicate below whether the lessor agrees to rent remittance notices and information being given by email.~~

Email: Yes ☐ No ☐

[insert email address if different from contact details above]

Note: If you agree to receive rent remittance notices by email, paper copies of the same will not be issued.

TERM OF AGREEMENT

* This residential tenancy agreement is **fixed** - starting on **14 May 2020**; and ending on **15 May 2021**.

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

RESIDENTIAL PREMISES

The residential premises are **Lot 931, 6 Libra Place, Southern Cross, Wa, 6426**

~~include/exclude~~

[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

MAXIMUM NUMBER OF OCCUPANTS

Not applicable

RENT

The rent is **\$290.00** per week payable at least one week in advance starting on **14 May 2020**.

Note: Notwithstanding the above, the Tenant may, in its absolute discretion, opt to pay the rent fortnightly or monthly in advance. If the rent is paid monthly in advance, then the amount of rent payable shall be determined by dividing the rent per week by 7 (to equal a rent payable per day), rounded to 3 decimal places and then multiplied by the number of days in the respective month. Note: this means that the rent payable per month will differ depending on the number of days in the month.

The method by which the rent must be paid is:

~~(a) by cheque; or~~

(b) into the following account or any other account nominated by the lessor:

BSB number: 036-128

account number: 000012

account name: SHIRE OF YILGARN

payment reference: Housing Authority

or

(c) as follows: Not applicable

SECURITY BOND

A security bond of **\$940.00** and a pet bond of **\$260.00** must be paid by the tenant on tenant (and being the same amounts currently held as a bond under a former lease for the premises and which the parties agree will, on the date of this tenancy agreement, transfer, and be applied to this agreement, in satisfaction of the tenant's obligation to pay a bond under this clause).

Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of cleaning of the premises but only if the tenant fails to arrange for cleaning in accordance with clause 67

RENT INCREASE

Rent will be reviewed at the times and in the manner set out in clause 56 of Part C.

WATER SERVICES

Is scheme water connected to the premises? Yes ☒ No ☐

Note: *If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.*

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay 100% of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes ☒ No ☐

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity Yes ☒ No ☐

Gas Yes ☒ No ☐

Water Yes ☒ No ☐

Other (please specify) NA

Subject to clause 58 of Part C, where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

~~Subject to clause 58 of Part C, where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:~~

- Electricity: 100%
- Gas: 100%
- Water: 100%
- Other (please specify): NA

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* applicable to the residential premises. A copy of the by-laws are attached: Yes ☐

PETS

The tenant may keep a pet or pets of any type at the residential premises.

RIGHT OF TENANT TO ASSIGN OR SUB-LET

The tenant may assign the tenant's interest under this agreement and/or sub-let the premises (without being required to obtain the consent of the lessor).

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

The tenant may affix any fixtures or fittings to the premises (without being required to obtain the lessor's written permission).

Subject to the preceding paragraph, the tenant may only make any renovation, alteration or addition to the structure of the premises with the lessor's written permission.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the date on which this agreement starts.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant and subtenant must be given a reasonable opportunity to be present at the final inspection.

PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

Subject to clause 36, the *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
 - 5.1 require the tenant to pay rent by post-dated cheque; or
 - 5.2 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.3 require the tenant to pay any monetary amount other than rent, security bond and pet bond.

6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace,

comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
 - 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, **premises** include fixtures and chattels provided with the premises but does not include:
 - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:
 - 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.

Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Repairs that are necessary to supply or restore an essential service must be completed by a suitable repairer within 24 hours of notification to the lessor of the need for the repairs. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. These repairs must be completed within 48 hours of notification to the lessor of the need for the repairs. In addition, it is a requirement of this agreement that repairs that are necessary to remove or address a serious safety issue (including without limitation the repair or replacement of defective or non-operational smoke alarms and residual current devices) (hereinafter called "**Emergency Repairs**") must be completed by a suitable repairer within 8 hours of notification to the lessor of the need for those repairs.

"**Routine Repairs**" are repairs which are neither Emergency Repairs or Urgent Repairs and shall include, if any new legislation (including subsidiary legislation) is introduced which requires residential premises (or a class of residential premises within which the premises falls) to meet certain requirements or to have installed within them certain devices (including, without limitation, those relating to safety), the doing of those works which are necessary to meet those requirements and/or the installation of those devices (irrespective of the timeframe within which such matters are required to be done under the applicable legislative provision).

23. In every tenancy, if the need for repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out and completed by a suitable repairer within 8 hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential

services), 48 hours (in the case of other urgent repairs) or 28 days (in the case of Routine Repairs) after that notification; and

- 23.3 if, within 8 Hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential services), 48 hours (in the case of other urgent repairs) or 28 days in the case of Routine Repairs, the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer within the applicable period referred to in clause 23.2, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

The lessor agrees that any breach by it of its obligations under this clause 23 will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987*. Nothing in this paragraph limits any right of termination which the tenant may have under clause 64 consequent upon a breach by the lessor of its obligations under this clause 23

LESSOR'S ACCESS TO THE PREMISES

- 24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 24.1 in any case of emergency;
 - 24.2 to conduct up to 4 routine inspections in a 12-month period after giving the tenant at least 7 days, but not more than 14 days', written notice;
 - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
 - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
 - 24.8 if the tenant agrees at, or immediately before, the time of entry.
- 25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

- 26. **Reasonable time** means:
 - 26.1 between 8.00 am and 6.00 pm on a weekday; or
 - 26.2 between 9.00 am and 5.00 pm on a Saturday; or
 - 26.3 at any other time agreed between the lessor and each tenant.

REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

- 27. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

- 28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the

notice must specify the day and whether it will be before or after 12.00 pm.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
 - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods (including the goods of any subtenant or householder residing in the premises) when exercising a right of entry, the lessor is obliged to compensate the tenant (or the subtenant or the householder, as the case may be).

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or fitting or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to making any renovation, alteration or addition to the premises (subject to and provided that, as set out in Part A, the tenant does not need to obtain permission from the lessor to affix any fixtures or fittings to the premises, and may do so at any time in its discretion) ; and
 - 32.2 the tenant may (at any time, at its election) (and must at the end of this agreement if requested to do so by the lessor) remove any fixtures or fittings attached by the tenant and make good any damage; and
 - 32.3 notify the lessor of any damage caused by removing any fixtures or fittings and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
 - 32.4 where required under clause 32.1, the lessor must not unreasonably refuse permission for the installation of an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other or except in accordance with clause 34.4; and
 - 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
 - 34.4 a tenant, or a person to whom the tenant has assigned their interest under this agreement or sub-let the premises to, may alter or add any lock or other means of securing the residential premises:
 - 34.4.1. in accordance with the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises; or
 - 34.4.2. if a key to any lock used to secure the residential premises is, or is reasonably believed to have been, stolen, and the tenant must notify the lessor and provide a copy of the new key or keys to the lessor as soon as practicable, and in any event within 7 days, after the lock has been altered or a new lock added

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The tenant may assign his or her interest and/or sub-let the premises without being required to obtain the lessor's consent.

CONTRACTING OUT

36. The Housing Authority, pursuant to Regulation 7F of the *Residential Tenancies Regulations 1989*, expressly contracts out of each and every provision of the *Residential Tenancies Act 1987* that is inconsistent with an express or implied provision of this agreement and the parties hereby agree that all such provisions (to the extent of such inconsistency) are hereby excluded from this agreement.

Note: S.82 of the *Residential Tenancies Act 1987* provides that any agreement or arrangement that is inconsistent with a provision of the *Residential Tenancies Act 1987* or purports to exclude, modify or restrict the operation of the *Residential Tenancies Act 1987* is to that extent void and of no effect. However, Regulation 7F of the *Residential Tenancies Regulations 1989* provides that s.82 of the *Residential Tenancies Act 1987* does not apply to a residential tenancy agreement to which the Housing Authority is a party, where the agreement provides that the tenant may sublet the premises and where the agreement is entered into by the Housing Authority on the basis that the premises will be sublet. This agreement is an agreement of the type referred to in Regulation 7F and, accordingly, s.82 of the *Residential Tenancies Act 1987* does not apply to this agreement.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear and any damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 62 excepted, as at the commencement of the tenancy; and
 - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED-TERM AGREEMENT

40. If this agreement is a fixed-term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
 - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
 - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 65 days' notice and the tenant must give at least 20 days' notice.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. Additionally, if this agreement is periodic, then the lessor may end this agreement on the sale of the residential premises (but otherwise the lessor agrees to make the sale of the residential premises subject to this agreement). The grounds for the tenant to end this agreement include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.

In addition to the grounds set out in *Residential Tenancies Act 1987*, the lessor and the tenant agree that this agreement may be terminated by the tenant in accordance with clause 65 of Part C.

43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.
44. **Warning:**
 - 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
 - 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
47. The Bond Administrator can only release the security bond when it receives either:
 - 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
 - 50.1 the person is a named tenant on the residential tenancy agreement; and
 - 50.2 the residential tenancy agreement has been terminated; and
 - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Mines, Industry Regulation may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Mines, Industry Regulation. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
 - 53.1 restraining any action in breach of the agreement; and
 - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and

- 53.3 order the payment of any amount owing under the agreement; and
- 53.4 order the payment of compensation for loss or injury.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair-Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS:

54. Definitions

In this Part C of this agreement:

- (a) “Act” means the *Residential Tenancies Act 1987*;
- (b) “Fair Market Rent” means the market rent currently being paid for a commensurate property in a similar location to the residential premises determined as follows:
 - (i) having regard to the current rents of comparable premises in the vicinity of the residential premises;
 - (ii) having regard to the terms of this agreement;
 - (iii) assuming the lessor is a willing but not anxious landlord and the tenant is a willing but not anxious tenant and that the tenant is being offered the residential premises with vacant possession;
 - (iv) taking no account of any value attaching to goodwill created by the tenant’s occupation of the residential premises; and
 - (v) having regard to all other relevant valuation principles;
- (c) “Further Term” means the further period(s) (if any) specified in item 1 of the Schedule to this Part C;
- (d) “GEH Act” means the *Government Employees’ Housing Act 1964*;
- (e) “Rent Review Dates” means the dates specified in item 2 of the Schedule to this Part C;
- (f) “Valuer” means a registered valuer who is a full member of the Western Australian Division of the Australian Institute of Valuers and Land Economists (Inc.) and who is qualified as a valuer of premises similar to the residential premises.

55. Use of Premises

- (a) The lessor acknowledges and agrees that the tenant will be using the residential premises for the provision of rental accommodation under the GEH Act.
- (b) Further to Part A "Right of Tenant to Assign or Sublet" and clauses 35 and 55(a), the tenant may sub-let the residential premises (without the consent of the lessor) and the tenant enters into this agreement on the basis that it will be subletting the residential premises.
- (c) The lessor must not at any time initiate any contact whatsoever with any person to whom the tenant sublets the residential premises (or any part or parts thereof) unless such contact is necessary for the lessor to undertake his, her or their obligations under this agreement including, without limitation, carrying out repairs pursuant to clause 24 in Part B and undertaking routine property inspections pursuant to clause 64 in Part C.

56. Review of Rent

Note: the comments contained in this dialogue box are intended to assist the parties to understand clause 56. The comments do not form an operative part of this agreement

Clause 56(a)-(l) sets out the process for the review of market rent. It provides (among other things) that prior to the review date either party can propose a new rent which the other party can either accept or dispute. If the parties cannot agree, a valuer will determine the new rent.

The new rent is payable from the review date. However, if the parties have not determined the new rent by the review date the current rent will continue to be paid until the new rent is determined. Once the new rent is determined there will be an adjustment for any difference between the rent which was paid from the review date and the new rent which should have been paid from the review date (such that any overpayment is repaid and any underpayment paid). The new rent will continue to apply and be payable thereafter.

- (a) On each Rent Review Date, the rent which is payable under this agreement shall, subject to clauses 56(b), (g), (j) and (k), be reviewed with effect from that Rent Review Date to the next Rent Review Date by agreement between the lessor and the tenant or, failing agreement, the rent is to be the Fair Market Rent of the residential premises to be determined in the manner set out in clauses 56(b) to 56(k) inclusive.
- (b) Not more than 60 days prior to each Rent Review Date either the lessor or the tenant ("the Initiating Party") may give to the other ("the Recipient Party") a notice in writing ("the Proposed Rent Notice") stating the rent the Initiating Party proposes should be payable from that Rent Review Date ("the Proposed Rent"). If neither the lessor nor the tenant serves on the other a Proposed Rent Notice on a date which is prior to the Rent Review Date, then neither the lessor nor the tenant shall have the right to give a Proposed Rent Notice and this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (c) If the Recipient Party disagrees with the Proposed Rent, the Recipient Party is entitled to give the Initiating Party a notice in writing objecting to it (a "Dispute Notice") within 30 days after the date the Initiating Party gives the Proposed Rent Notice.
- (d) If the Recipient Party does not give the Initiating Party a Dispute Notice within the time period specified in clause 56(c) (time being of the essence) the Recipient Party is to be taken to have agreed to the Proposed Rent.
- (e) If the Recipient Party gives the Initiating Party a Dispute Notice within the time specified in clause 56(c), and the parties

cannot successfully negotiate and agree the rent which is to be payable from the Market Rent Review Date, then the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not as an arbitrator) jointly appointed by the lessor and the tenant or failing agreement in the manner specified in clause 56(f).

- (f) If the lessor and the tenant do not agree on the Valuer to be appointed under clause 56(e) above within 14 days after the Dispute Notice is given the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not an arbitrator) appointed by the President of the Australian Property Institute (Inc) at the request of either the lessor or the tenant.
- (g) If no Valuer has been appointed by agreement or under clause 56(f) within 60 days after the Rent Review Date, this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (h) Any determination of the Fair Market Rent of the residential premises by a Valuer is conclusive and binds the lessor and the tenant.
- (i) The lessor and the tenant shall each be liable for the payment of one half of the charges of any Valuer appointed under this clause and if either the lessor or tenant pay the full cost of such valuation they will be immediately entitled to recover half of the charges of the Valuer from the non-contributing party as a debt owed.
- (j) Until the annual rent from a Rent Review Date is agreed or determined under this clause ("the New Rent"), the tenant shall pay to the lessor a rental equivalent to the rent payable immediately prior to the Rent Review Date. The New Rent shall apply from, and including, the Rent Review Date.
- (k) If the New Rent is:
 - (i) more than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the tenant shall be paid in full to the lessor immediately that sum is known.
 - (ii) less than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the lessor shall be paid in full to the tenant immediately that sum is known.
- (l) For the avoidance of any doubt, the further sum referred to in clause 56(k) above is a debt owed and can be recovered immediately.
- (m) In this clause 56, if a day on or by which an obligation must be performed falls on a Saturday or Sunday or public holiday in Western Australia, then the parties agree that the day by which that obligation must be performed will be the first business day immediately following that particular Saturday, Sunday or public holiday.

57. Option to renew

- (a) If:
 - (i) prior to the expiry of the then current term of this agreement this agreement has not been terminated; and
 - (ii) the tenant at least one (1) month but not earlier than six (6) months prior to the expiry of the then current term of this agreement gives the lessor notice to renew the current term of this agreement for the next succeeding Further Term,

the lessor shall grant to the tenant a lease of the residential premises for the next succeeding Further Term at the

rent and on the terms and conditions of this agreement (other than the right of renewal for that next succeeding Further Term, which shall be expressly excluded).

- (b) If the tenant is granted a lease of the residential premises for a Further Term, the lessor and the tenant will at the tenant's request promptly sign a deed of extension of lease prepared by the tenant's solicitors.

58. Public Utility Services

- (a) Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B of this agreement the lessor covenants and agrees that he, she or they will be solely responsible for the payment of all rental, hire, service and/or maintenance fees and charges associated with the supply of gas to the Premises.
- (b) In consideration of the tenant paying the consumption charges for gas consumed on the Premises the tenant may, by notice(s) in writing given to the lessor at any time or times, direct the lessor to utilise an LPG gas retailer nominated by the Lessee to supply gas bottles and/or gas to the Premises, and the Lessor must comply with each direction given under this clause:
 - (i) within one (1) calendar month of receipt of that direction; and
 - (ii) until the expiration of any current or Further Term of this agreement or until a new direction is given by the tenant, whichever occurs first.
- (c) For the avoidance of doubt, nothing in clause 58(b) limits the lessor's obligations under clause 58(a) or exposes the tenant to any liability to any nominated LPG gas retailer(s), or to the lessor in connection with any liability the lessor may have to any nominated LPG gas retailer(s).
- (d) Without limiting clause 58(e) if the lessor receives any accounts for public utility services consumed at the residential premises which are payable by the tenant pursuant to this agreement ("Accounts"), it must provide them to the tenant on a timely basis. Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B, if the lessor fails to provide to the tenant any Account within two months of the date of that Account, the tenant shall not be liable to pay for the public utility service consumption charges in that Account.
- (e) Subject to clause 58(j), the lessor authorises the tenant to arrange (if it so desires and without being under any obligation to do so) with the appropriate public utility service providers to directly receive all Accounts.
- (f) The lessor covenants and agrees that he, she or they will be solely responsible for the payment of any water or excess water charges associated with or arising out of any water consumed, used or supplied on or at the residential premises as a consequence of any lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility leaking or otherwise being damaged or faulty. The tenant, acting responsibly, shall determine (and its determination shall be binding on the lessor) the proportion of any charges in an account for water usage attributable to such leak, damage or fault, where appropriate, based upon a comparison by the tenant of the quantity of water previously consumed at the residential premises during the term of this agreement where no such leak, fault or damage existed ("the Determined Amount"). The tenant shall not be required to pay to the relevant public utility service provider directly or to reimburse to the lessor the Determined Amount. However, if the tenant does pay the Determined Amount directly to the relevant public utility service provider, the lessor must reimburse to the tenant the Determined Amount on demand. If the tenant has received from the relevant public utility service provider directly an account for water usage which includes a Determined Amount, the tenant shall provide a copy of such account to the lessor.
- (g) Notwithstanding clause 58(f) above, the lessor will not be required to pay to the public utility service provider or reimburse to the tenant the Determined Amount if the damage or fault which has caused the lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility to leak is directly attributable to the negligence of the tenant or the negligence of any person to whom the tenant sublets the residential premises (or any part or parts thereof).
- (h) The lessor acknowledges and agrees that the tenant is not responsible, and accepts no liability whatsoever, for any water infringement notices which are issued by the relevant public utility service provider in relation to the premises.

- (i) Without limiting clause 58(h) above, the tenant agrees to:
 - (i) require its sub-tenant to comply with water restrictions prescribed or imposed by Water Corporation (or such other authority) from time to time; and
 - (ii) promptly pass onto its sub-tenant any water infringement notices which are provided to it by the lessor,

BUT the tenant does not guarantee, nor will it be liable under any circumstances for, the payment of those infringement notices by its sub-tenants.
- (j) If the residential premises contain solar panels and the lessor receives payments and/or benefits from the Government, the national grid and/or any energy suppliers in relation to those solar panels:
 - i) the tenant is not authorised to directly receive the Account from the energy supplier and agrees that the Account will remain in the name of the lessor;
 - ii) any rights of the lessor, by agreement with an energy supplier, to receive and retain benefits with respect to feed-in tariffs will remain;
 - iii) the lessor will provide the Account to the tenant on a timely basis; and
 - iv) subject to the terms of clause 58(a), including the obligation on the lessor to have provided the Account no later than two months of the date of that Account, the tenant will be liable to pay that portion of the Account which relates to electricity consumption either to the energy supplier directly or to the lessor as reimbursement (whichever the lessor directs)

59. Line Connection

- (a) It is a term of this agreement that:
 - (i) at the date on which this agreement starts, the premises have a fixed line connection for the purpose of telephone and internet use (**Landline**) including at least one outlet which is fully functional; or
 - (ii) if the premises do not have a Landline the lessor will organise for the new connection of a Landline (including at least one outlet) to be completed and operational within 14 days of the date on which this agreement starts.
- (b) If the lessor fails to ensure that the premises have the Landline referred to in clause 59(a) installed within 14 days of the date on which this agreement starts then:
 - (i) the tenant may, without reference to the lessor, arrange for the connection of a Landline including at least one outlet; and
 - (ii) the reasonable expense incurred by the tenant in arranging and paying for the connection of a Landline is a debt owed by the lessor to the tenant and is immediately recoverable by the tenant.
- (c) Without limiting clause 59(b)(ii) the tenant may, in its absolute discretion, choose to offset its expense of arranging and paying for the connection of a Landline from the rent payable by it hereunder.

60. Asbestos and other hazardous substances

- (a) The lessor warrants that at the date on which this agreement starts and the tenant is entitled to enter into occupation of the residential premises:

- (i) no materials containing asbestos exist in or upon the residential premises; or
 - (ii) if asbestos containing material exists in or upon the residential premises it is in good condition and in a bonded or non-friable form; and
 - (iii) no Legionnaires disease bacteria or any other hazardous substance or material exists in or upon the residential premises.
- (b) Without limiting clause 60(a) if:
- (i) any asbestos containing material which is not in good condition and not in a bonded or non-friable form (**Friable ACM**) is subsequently discovered in or upon the residential premises; and
 - (ii) the presence of the Friable ACM is not attributable to the negligence of the tenant,
- then:
- (iii) the lessor must at its own expense promptly and in a safe manner remove and remediate the Friable ACM to the satisfaction of the tenant; and
 - (iv) if the tenant elects to vacate the residential premises until such time as the Friable ACM is removed and remediated and the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (c) Without limiting clause 60(a) if any Legionnaires disease bacteria or any other hazardous substance or material which may reasonably present risk to the health or wellbeing of the tenant (together the **Harmful Material**) is at any time discovered in or upon the residential premises and its presence is not attributable to the negligence of the tenant, then:
- (i) the lessor must at its own expense promptly and in a safe manner remove and eradicate the Harmful Material; and
 - (ii) if the tenant elects to vacate the residential premises until such time as the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (a) If the occupation and use of the residential premises by the tenant has been rendered unsafe as a result of the presence of the Friable ACM or the Harmful Material and in the written opinion of an independent expert appointed by the tenant the residential premises are unlikely to be rendered safe within three (3) months from the date of that opinion the lessor agrees that this will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987* and PROVIDED FURTHER THAT upon termination of this agreement by a competent court the tenant shall have no obligations under clause 38.2.

61. Government Housing

- (a) The lessor covenants and agrees that if:
 - (i) he, she or they; or
 - (ii) their spouse, de-facto partner or any other person with whom they cohabitate,

(collectively “the Owners”) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the Owners (or either of them) will not be eligible for subsidised government housing in:

- (iii) the town in which the residential premises are located; or
 - (iv) the area which is within a radius of 50 km of the relevant Owner’s place of work, (both areas hereinafter referred to as “the Area”).
- (b) The lessor agrees that if the Owners (or either of them) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the lessor will be in breach of this agreement if the Owners (or either of them):
- (i) continue to occupy subsidised government housing in the Area; or
 - (ii) make an application to a government department or the tenant for subsidised government housing in the Area; or
 - (iii) commence to occupy subsidised government housing in the Area.
- (c) The lessor acknowledges and agrees that, if he, she or they are in breach of clause 60(b) above, this will be and be deemed to be a breach of this agreement which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the Act.

62. Damage to premises

- (a) Notwithstanding anything to the contrary in this agreement, under no circumstances shall the tenant be liable to repair any structural damage or defects to, or pay for work of a structural nature at, the residential premises, save and except where the said works are necessary to repair structural damage or defects caused by the negligent or unlawful acts or omissions of the tenant or its sub tenants and the building insurance effected by the lessor is vitiated due to the said acts or omissions of the tenant or its sub tenants.
- (b) The lessor must ensure that all repairs, including any structural damage or defects, are carried out by a suitable repairer.
- (c) If repairs are carried out by a suitable repairer and the lessor is of the view that the tenant is liable under this agreement or the Act for those repairs then the lessor must provide any invoice or account for those repairs issued by the repairer (“Invoice”) to the tenant on a timely basis. Notwithstanding anything to the contrary in this agreement if the lessor fails to provide the Invoice to the tenant within two months of the date of that Invoice, then the lessor will be taken as having accepted liability for the repairs and responsibility for the payment of the Invoice and the tenant shall not be liable to pay the Invoice or pay for any repairs to which the Invoice relates
- (d) If the lessor is required, in accordance with its obligations under this agreement or the Act (including without limitation under clause 60), to effect any repairs or replacements to or to undertake any maintenance to the residential premises, and the tenant is required to vacate the residential premises in order for such repairs or maintenance to be carried out, then (without limiting any other rights which the tenant may have against the lessor under this agreement or at law), the lessor must pay or reimburse the tenant for all reasonable costs and expenses suffered or incurred or payable by the tenant:
 - (i) to re-locate to alternative premises and to relocate back to the residential premises once the repairs and/or maintenance works have been completed;

- (ii) to store or secure any goods or possessions which the tenant is required to remove from the residential premises for the duration of the period during which the tenant is required to vacate the residential premises; and
- (iii) to secure, obtain and occupy alternative accommodation for the duration of the period during which the tenant is required to vacate the residential premises.

For the avoidance of doubt, and without limiting the foregoing, nothing in this clause limits the tenant's right to assert that the breach of clause 16 of this agreement caused by the tenant being required to vacate the residential premises is sufficient in all of the circumstances of the case to justify termination of this agreement.

63. Lessor's Insurance

- (a) The lessor must insure and keep insured all buildings and improvements now or at any time during the term of this agreement on or comprising the residential premises against loss or damage by all risks against which a prudent owner would ordinarily insure for the full replacement cost.
- (b) The lessor must:
 - (i) effect the insurance referred to in clause 63(a) (the "Insurance") with a reputable and substantial insurer;
 - (ii) prior to the due date for payment, pay all premiums and other costs of such Insurance; and
 - (iii) if requested by the tenant, provide to the tenant copies of the certificates of currency and policies in relation to the Insurance within 7 days of such request being made.
- (c) Unless the lessor determines, acting reasonably, that the residential premises are to be demolished and not rebuilt, all moneys recovered in respect of the Insurance effected under this clause 63 shall be immediately expended by the lessor in repairing rebuilding or reinstating the residential premises or any part thereof so damaged or destroyed and, subject to the proviso in clause 62(a) the lessor must make up any deficiency out of the lessor's own funds. For the avoidance of doubt nothing in this clause 63(c) limits any other right which the tenant may have under this agreement or at law

64. Additional Inspections and Certificates

- (a) In addition to the initial and final property condition reports which are required to be obtained in accordance with Part A "Property Condition Reports", the lessor (or its managing agent) must additionally inspect the residential premises at least twice a year (in each case, not less than 14 days before and not more than 14 days after each six-monthly anniversary of the starting date of this agreement) throughout the term of this agreement and provide any report in relation to that additional inspection to the tenant within 7 days of the inspection having taken place.
- (b) If, as a result of the additional inspection referred to in clause 64(a), if the lessor (or its managing agent) considers that the residential premises are not in the condition required by clause 38.2, then the lessor (or its managing agent) will provide written notice of any damage to the premises which has occurred since the date of the last inspection which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63.
- (c) If the lessor (or its managing agent) gives a notice under clause 64(b) above, the tenant will promptly rectify any damage referred to in it (which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63). However, if the tenant is of the opinion any damage which is referred to in a notice given by the lessor under clause 64(b) is fair wear and tear or damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63, it shall promptly after receipt of such notice, notify the lessor of its opinion and the parties shall meet to resolve this dispute, failing which either party may make an application to the Magistrates Court to have the dispute determined.

- (d) The lessor warrants that, at the date of commencement of this agreement, the premises are fitted with fully functioning electrical safety switches and smoke alarms in compliance with any law applicable at the relevant time. The lessor will, on the yearly anniversary of the starting date of this agreement, provide the tenant and subtenant with a copy of a current electrical safety certificate in connection with all safety switches and smoke alarms installed in the premises (which certificate must include the expiry date(s) of the smoke alarm(s). If the lessor fails to provide any electrical safety certificate to the tenant and subtenant, the tenant may obtain such certificate (at the cost and expense of the lessor) and offset its costs of doing so from the rent payable by it hereunder.
- (e) Without limiting the lessor's obligation in relation to smoke alarms under clause 22 and clause 64(d) of this agreement, the lessor agrees that the tenant may undertake its own annual inspection of the smoke alarm installed in the premises and, if the smoke alarm is found to be defective or non-operational at that time of inspection or is found to be of a make or model which does not fall within the nominated list of smoke alarms acceptable to the tenant, the tenant may (at the cost and expense of the lessor) remediate, repair or replace the smoke alarm and offset its costs of doing so from the rent payable by it hereunder

65. Termination of this agreement consequent upon the lessor breaching its repair obligations.

- (a) The tenant may terminate this agreement by 30 days' written notice to the lessor if the lessor has:
 - (i) failed to duly and punctually comply with its obligations under clause 23 and has not rectified that failure within 1 Business Day (in the case of Emergency Repairs), 2 Business Days (in the case of urgent repairs) or 7 Business Days (in the case of Routine Repairs) after receiving notice from the tenant of such failure; or
 - (ii) failed to duly and punctually comply with any of its other obligations under this agreement and has not rectified that failure within 10 Business Day (or such longer period as the tenant may allow, in its sole and absolute discretion) after receiving notice from the tenant of such failure,

and, if the tenant gives 30 days' written notice of termination, this agreement shall end at 11.59pm on the date which is 30 days after the date of service of the notice on the lessor (**Effective Date**) (and the tenant must vacate and deliver up possession of the premises at or prior to the Effective Date). The tenant may, in its sole and absolute discretion, withdraw any notice of termination given under this clause at any time prior to the Effective Date.

- (b) For the avoidance of doubt, if a notice is given by the tenant under clause 65(a), this agreement will terminate on the Effective Date without the need for a competent court to make an order terminating this agreement. The right of termination conferred by this clause 65 is in addition to and not in substitution for the rights of termination conferred by the *Residential Tenancies Act 1987*, including without limitation the tenant's right to apply to a competent court for any order terminating this agreement under s. 75 of the *Residential Tenancies Act 1987* on the basis that the lessor has breached this agreement (including without limitation where the alleged breach is of clause 23) and such breach is, in all of the circumstances of the case, such as to justify termination of this agreement.

66. Pests

- (a) The lessor warrants that pest control treatment has been carried out on the premises immediately prior to commencement of the tenancy.
- (b) Without limiting the lessor's obligations under clause 66(a) or clause 21 of this residential tenancy agreement, the lessor shall, at its own cost and expense, be responsible during the term of the tenancy for the eradication of any infestations of rodents, vermin, insects, pests, birds or other pests present in the residential premises unless such infestation is caused by, or directly attributable to the actions of, the tenant or its subtenant.
- (c) Without limiting the lessor's obligations under clause 66(b), and regardless of whether pest infestation in the premises is evident, the lessor agrees to, if so requested by the tenant, carry out an annual pest control treatment in the premises (but only if such premises are situated in the north of the 26th parallel of the state of Western Australia).

67. Pets

If the tenant keeps any pet or pets at the residential premises (expressly excluding any pet exclusively confined within a bowl or other cage), the tenant shall arrange for the cleaning of the premises, including any carpets in the premises, prior to giving up vacant possession of the premises to the lessor under clause 38 and, if it does so, any pet bond paid by the tenant must be refunded by the lessor to the tenant in full at the expiration of this agreement.

68. Consent of Mortgagee

If:

- (a) the residential premises or any part thereof is at the date of this agreement or subsequently becomes subject to a mortgage, charge or other encumbrance; and
- (b) this agreement would otherwise not be binding upon the mortgagee, chargee or encumbrancee,

the lessor must at its own expense and without delay obtain the unconditional consent in writing to this agreement from the said mortgagee, chargee or encumbrancee.

69. Registering or Caveating this Lease

- (a) If this residential tenancy agreement is registrable under the *Transfer of Land Act 1983* and the tenant in its discretion requires and elects that this residential tenancy agreement be registered, the parties shall do everything necessary to cause this residential tenancy agreement to be prepared or amended so that it is in registrable form, the parties shall execute (or if necessary re-execute) this residential tenancy agreement in registrable form and the lessor shall cause this residential tenancy agreement to be registered without delay.
- (b) In addition to the tenant's rights under clause 69(a), the lessor acknowledges and agrees that the tenant may lodge a subject to claims caveat to protect the leasehold interests granted to it under this agreement.

70. Tenant may act by agent

Each act or thing which the tenant is required or empowered to do under this agreement may be done by the tenant or the representative, solicitor, agent, contractor or employee of the tenant.

71. Variation of this Agreement

This agreement may be varied only by written agreement made between the lessor and the tenant.

72. Notices

For the purposes of s.85 of the Act, the tenant specifies the following address as the place to where its mail must be directed in order for any notice or other communication to be taken to be properly served on the tenant:

The address specified in Item 3 of the Schedule to this Part C, marked to the attention of the Leasing Officer of the Housing Authority office which is specified in item 3 of the said Schedule

73. Common Areas

- (a) This clause applies where the residential premises are part of a complex which includes common areas, where:
 - (i) "common areas" means those parts of the complex which the tenant and any other occupiers of premises within the complex are entitled to use, including but not limited to any common driveways, passages,

landings, stairways, access ways, lifts, gardens, laundries, swimming pool and car parking area; and

- (ii) "complex" means, if the residential premises comprise part only of the land in a certificate of title, the land and buildings thereon of which the premises forms a part.
- (b) The lessor grants to the tenant and its visitors the right, to be exercised in common with the lessor and the lessor's other lessees or licensees of the complex (or any part thereof) from time to time and its and each of their officers, employees, agents, contractors, customers, suppliers and invitees, to use the common areas:
 - (i) in the case of any passages, landings, stairways, access ways and lifts, for the purpose of gaining ingress to and egress from the residential premises; and
 - (ii) in any other case, for the purpose for which they were designed.
- (c) For the avoidance of doubt, nothing in this clause 73 intends to limit the application of any strata by laws which may be applicable to the premises. In the event of any inconsistency between strata by laws and this residential tenancy agreement, the strata by laws will prevail.

74. Joint and Several Liability

Unless otherwise stated in this agreement, all persons or entities signing this agreement as the lessor shall be held jointly and severally liable for all terms, conditions and obligations of this lease as they relate to the lessor.

75. Bond held on Trust

If the lessor receives an amount of bond from the tenant the lessor holds the amount of bond on trust for the tenant until the amount of bond is paid to the Bond Administrator in accordance with the *Residential Tenancies Act 1987*.

76. Special Conditions

- (a) The special conditions (if any) in Item 4 of the Schedule apply to this agreement (and to the extent that there is any inconsistency between them and clauses 1 to 75 inclusive of this agreement, the special conditions shall prevail to the extent of that inconsistency.
- (b) The lessor must arrange for each of the special conditions to be satisfied within the time period specified in Item 4 of the Schedule. If the lessor fails to satisfy any of the special conditions within the time frame specified then the tenant may itself, without reference to the lessor, arrange for the special condition/s to be satisfied.
- (c) If the tenant arranges for the special condition/s to be satisfied in accordance with clause 76(b) above, the reasonable expense incurred by the tenant in arranging and paying for the special condition/s to be satisfied will be a debt owed by the lessor to the tenant and be immediately recoverable by the tenant.
- (d) Without limiting clause 76(b) above the tenant may, in its absolute discretion, offset its expense of arranging and paying for the special condition/s to be satisfied from the rent payable by it hereunder.

SCHEDULE TO THIS PART C

Item 1: Further Term - Option

~~An option of a Further Term of 12 months~~

Item 2: Market Rent Review Date:

The first and each subsequent anniversary of the starting date of this agreement (as specified in Part A, "Term of Agreement") during the term of this agreement and any Further Term(s)

Item 3: Tenant's Address for Service **Department of Communities**

Locked Bag 22, East Perth WA 6892

Attention: Leasing Officer

Item 4: Special Conditions

A. The Lessor must arrange for each of the following items:

- i) All air-conditioning units at the premises are to be serviced at the lease commencement and thereafter on every 12-month anniversary of the lease commencement date. A copy of the receipt evidencing the service will be provided to the tenant within 14 days of such service.
- ii) An Electrical Safety Certificate dated within the last 12 months (to confirm all hardwired smoke alarms and RCD's have been installed and are functioning correctly) is to be supplied within 1 month of lease commencement and annually thereafter. Certificate to state: manufacturer, installation date, and model number.

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

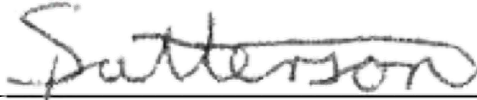
Signed by the **LESSOR/PROPERTY MANAGER**

[Signature of lessor/property manager] Date: ____/____/____

in the presence of:


[Name of witness] [Signature of witness]

Signed by the **TENANT**

_____
[Signature of tenant] Date: 15 / 04 / 2020
Coordinator Leasing

in the presence of:

Rhys Chalklen - Leasing Officer

[Name of witness] _____
[Signature of witness]

For further information about rights and obligations as a lessor or tenant, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 13 30 40 54 or **www.commerce.wa.gov.au**

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Mines, Industry Regulation (1300 30 40 54) for assistance.

Attachment

9.1.3

Licence
Agreement

LICENCE

34 Fitzgerald Street
Koolyanobbing WA 6427

Shire of Yilgarn

(Licensor)

Telstra Corporation Limited (ACN 051 775 556)

(Licensee)

REFERENCE SCHEDULE

Item 1	Licensor	Shire of Yilgarn Address: PO Box 86 SOUTHERN CROSS WA 6426 Tel: 08 9049 1001 or 0407 491 027 Email: mrs@yilgarn.wa.au
Item 2	Licensee	TELSTRA CORPORATION LIMITED Director, Telstra Property Address: c/- JLL Level 10, 242 Exhibition Street MELBOURNE VIC 3000 Attention: Property Management Director Email: Telstra.Notices@ap.jll.com and F0901953@team.telstra.com
Item 3	Licensed Area	The area shown on the plan attached to this Licence in Annexure A delineated red being part of the Land.
Item 4	Land	Volume LR3017 Folio 14
Item 5	Term	10 years
Item 6	Commencement Date	1 January 2021
Item 7	Terminating Date	31 December 2030
Item 8	Licence Fee	\$500.00 per annum, payable yearly in advance on the Commencement Date and on each anniversary of the Commencement Date by way of electronic funds transfer.
Item 9	Licence Fee Review	The Licence Fee is to be increased by 3.00% per annum during the Term on each anniversary of the Commencement Date during the Term or any overholding.
Item 11	Intentionally deleted	
Item 12	Further Term	1 Further Term of 10 years

1. Licence and Licence Fee

The Licensor licenses the Licensed Area to the Licensee for the Term for occupation by the Licensee for communications purposes for the License Fee and on the terms and conditions contained in this Licence.

2. Access

The Licensor grants to the Licensee (and any person authorised by the Licensee) the right to access the Facility (with or without vehicles) and lay, repair and renew services on the Land to the Licensed Area. The Licensee may also temporarily use the Land adjacent to the Licensed Area as is reasonably required during construction, repair, renewal or maintenance of the Facility and the Licensee will restore the Land so used as near as practicably possible to its state prior to such use by the Licensee.

3. Licensee's Property

The Licensor consents to the Facility being brought onto, constructed on or affixed to the Licensed Area by the Licensee. The Licensor agrees that the Facility remains the property of the Licensee and may be removed by the Licensee at any time during the Term or within 3 months after the expiry of this Licence or termination of any holding over period (whichever occurs later). License Fee is payable by the Licensee during the removal period at the same rate of Licence Fee (on a pro rata basis) that was payable by the Licensee upon the expiry of the License or date of termination of any holding over period.

4. Licensor Termination

The Licensor may terminate this Licence if it gives written notice to the Licensee of a breach of the Licence by the Licensee and the Licensee fails to rectify that breach within 3 months after the date of that notice.

5. Licensee Termination

The Licensee may terminate this Licence by giving the Licensor at least 6 months' written notice expiring at any time. If the Licence is terminated under this clause, the Licensee will not be entitled to a refund of any Licence Fee paid in advance.

6. Holding Over

After the expiry of this Licence the Licensee may continue to occupy the Licensed Area under a 6 monthly licence where the Licensee occupies the Licensed Area at the same Licence Fee payable prior to the Terminating Date and otherwise on the same terms as this Licence, as far as they can be applied to a 6 monthly licence. The licence may be terminated by 6 months' written notice being given by either party to the other.

7. Local Council Consent(s)

Where the Licensee proposes to alter or replace the existing Facility for which local council consent is required then the Licensee must first obtain the consent of the Licensor for those works, which must not be unreasonably withheld or delayed.

If the Licensor consents, the Licensor must assist the Licensee by signing all applications to the local council for any consent and/or approvals that are required by the Licensee.

8. Insurance and Risk

For so long as Telstra Corporation Limited (or its corporate successor) is the Licensee, the Licensor acknowledges that the Licensee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Licensor as an insured to the extent of the Licensee's liability under this Licence.

Except as provided for or implied under the terms of the Licence the Licensee occupies the Licensed Area at its own risk.

9. Assignment

The Licensee must not assign this Licence, sublet, licence or part with possession of the whole or part of the Licensed Area (other than to a Related Body Corporate, Commonwealth department or body or a Carrier which will not require the Licensor's consent), without the consent of the Licensor and Minister for Lands which must not be unreasonably withheld or delayed.

With effect from the date of assignment of this Licence by the Licensee, the assignor Licensee and the Licensor release each other from all obligations and liabilities under this Licence, but without prejudice to any prior claim or remedy which either party may have against the other.

10A. Indemnity and Release

- a. The Licensee hereby indemnifies and agrees to keep indemnified the Licensor, the State, the Crown, all Ministers of the Crown, and all officers, servants, agents, contractors, and licensees of any of them (the **Indemnified Parties**) from and against all claims, demands, actions, suits, proceedings, damages, costs, charges, expenses and losses which the Indemnified Parties (or any of them) may incur or which may at any time be brought maintained or made against them (or any of them)
 - (i) in respect of any loss (including loss of use), injury or damage of or to property of any person whether or not on the Licensed Area and including the property of
 - (A) any of the Indemnified Parties, or
 - (B) the Licensee or the Licensee's Agents, and
 - (ii) in respect of any death of, or injury or illness sustained by, any person and including
 - (A) the Indemnified Parties, or
 - (B) the Licensee or the Licensee's Agents,directly caused or directly contributed to by
 - (iii) the Licensee's activities, operations, business or other use of any kind under this Licence,

- (iv) any works carried out by or on behalf of the Licensee under this Licence,
 - (v) the exercise or enjoyment of any rights conferred upon the Licensee under this Licence,
 - (vi) the presence of any environmental contamination or pollution in on or under the Licensed Area directly caused or directly contributed to by the act, neglect or omission of the Licensee or the Licensee's Agents,
 - (vii) a breach by or on behalf of the Licensee or any person claiming through it of any Environmental Law, which breach is in relation to the Licensed Area,
 - (viii) any breach or default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence, or
 - (ix) any negligent or other tortious act or omission by or on behalf of the Licensee.
- b. The obligations of the Licensee under this clause
- (i) are unaffected by the obligation of the Licensee to take out insurance and the obligations of the Licensee to indemnify are paramount, and
 - (ii) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring on or before the expiration or earlier determination of this Licence.

10B. Limitation of Liability

- a. The Licensee's liability under the indemnities contained in clause 10A shall be reduced proportionately to the extent that any liability or loss is caused or contributed to by the negligence or other tortious act or omission of the Licensor, its agents, employees or contractors.
- b. The indemnities provided by the Licensee under clause 10A will not exceed \$20 million per event and in the aggregate for events occurring during the term of this Licence and \$50 million per event and in the aggregate for events occurring during any further term of this Licence.
- c. The Licensee's liability to indemnify the Licensor under clause 10A must be reduced proportionately to the extent that any act, neglect or omission of the Licensor or its employees, agents, contractors, invitees or licensees contributed to the actions, claims, costs, proceedings, suits, demands, losses, damages, compensation, legal costs, charges or expenses.
- d. In defending or settling any claim, action or demand the subject of an indemnity under clause 10A the Licensor must consult with the Licensee.

10C. Exclusion of Consequential Loss

Despite any other provision of this Licence, the parties exclude and agree that they will have no rights against the other party for liability for consequential or indirect loss arising out of this Licence including in respect of loss of profits (but not loss of Licence Fee) or loss of business.

11. Commonwealth Legislation

Nothing in this Licence affects, restricts, limits or derogates from the rights, powers and immunity of the Licensee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.

The Licensors agree pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Licensee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility.

12. Costs of Licence

The Licensee must contribute to the Licensors' reasonable legal fees and disbursements for the preparation, negotiation and execution of this Licence up to a maximum of \$750.00, plus GST and disbursements.

13. GST

- a. If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.
- b. Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- c. If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 13.a if the payment is consideration for a taxable supply.
- d. If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 13.a will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.
- e. In this Licence terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended.

14. Not Applicable

15. Notices

A notice, consent or other communication under this Licence is only effective if it is in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and either:

- a. delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or

- b. sent by email to that person's email address or email addresses. Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

A notice, consent or other communication is regarded as given and received where it is given by email:

- c. if delivered by 5.00 pm on a business day - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
- d. if delivered after 5.00 pm on a business day or on a day that is not a business day - on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.

A notice, consent or other communication is regarded as given and received where it is sent by mail – within Australia, 7 business days after posting or to and from a place outside Australia, 10 business days after posting.

A party's address and email are those notified by a party to the other party in writing from time to time.

16. Not Applicable

17. Definitions

In this Licence:

Act means the Telecommunications Act 1997 (Cth) as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.
Commencement Date means the date specified in Item 6. Facility means the Licensee's equipment installed by the Licensee for communications purposes.
Further Term means a further term of this Licence, if any, as specified in Item 12.
Land means the land described in Item 4.
Licence means this licence including any Schedules and Annexures.
Licensee means the party named in Item 2 and its successors and assigns.
Licensee's Agents includes the employees, agents, contractors, invitees and licensees.
Licensor means the party named in Item 1 and its successors and assigns.
Licensed Area means the licensed area described in Item 3.
Related Body Corporate means a related body corporate or a body corporate of which the Licensee is either an associated entity or a related body corporate of an associated entity as each of those terms are defined in the <i>Corporations Act 2001</i> (Cth).
Licence Fee means the amount specified in Item 8 as varied from time to time in accordance with Item 9 (if applicable).

Term means the term of this Licence in Item 5.
Terminating Date means the date specified in Item 7.

18. Option to Renew

- a. Unless the Licensee gives to the Licensor either:
- (i) at least 3 month's notice before the Terminating Date that the Licensee does not want a new licence of the Licensed Area for a Further Term; or
 - (ii) notice before the Terminating Date that the Licensee does not want a new licence of the Licensed Area for a Further Term but that it wishes to remain in possession of the Licensed Area pursuant to clause 6,
- then the Licensor must grant to the Licensee a new licence of the Licensed Area for that Further Term.
- b. The new licence must be on the same terms and conditions as this Licence except that:
- (i) **(Reference Schedule)** any necessary changes are made to Items 5, 6, 7 and 12 in the new licence;
 - (ii) **(Licence Fee)** the licence fee to be inserted in Item 8 is the Licence Fee payable on the Terminating Date of this Licence increased by the percentage referred to in Item 9; and
 - (iii) **(clause 12)** clause 12 is to be deleted and replaced with the following clause:

"12 Costs of Licence

- a. Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Licence.
- b. If stamp duty or registration fees are:
 - (i) payable on this Licence; and
 - (ii) the relevant law makes the Licensee liable to pay them

the Licensee will pay the applicable stamp duty or registration fees."

EXECUTED AS A DEED

EXECUTED BY LICENSEE

SIGNED, SEALED AND DELIVERED by


of **TELSTRA CORPORATION LIMITED** as
attorney for **TELSTRA CORPORATION
LIMITED (ACN 051 775 556)** under power of
attorney registered no. **J289811** in the
presence of:



Signature of witness

Full Name of witness (block letters)
Michael Prevorsek
Level 10, 114 William Street, Melbourne
an Australian legal practitioner
Occupation of witness within the meaning of the Legal
Profession Uniform Law (Victoria)

Address of witness



AIDAN CHUAN

PROPERTY SERVICES MANAGER

By executing this agreement the
attorney states that the attorney has
received no notice of revocation of
the power of attorney

Please place seal here

EXECUTED BY LICENSOR

THE **COMMON SEAL** of **SHIRE OF**)
YILGARN was hereunto affixed pursuant)
to the resolution of the Council in the)
presence of:)



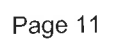
Onida Truran - Shire President

WAYNE DELLA ROSA WDB



Peter Clarke - Chief Executive Officer

Licensed Area



Attachment

9.1.4

Workforce
Plan

2020-2030



Workforce Plan

2020-2030

Content

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Executive Summary

The Shire of Yilgarn is committed to workforce planning to provide quality services to the community and to attract, recruit, retain manage and develop our staff. The Council and Executive of the Shire take a unified approach and we are proud of our staff and their contribution to achieving the goals and objectives set for them by our planning and community consultation processes.

This Plan has been developed in line with the requirements of the Integrated Planning Framework which is detailed on pages 5 and 6 of this Plan.

Our Community values and aspirations will underpin our workforce planning and decision making processes. We are committed to continuous improvement and integration of workforce requirements and needs is pivotal in ensuring we have the right people in the right place and at the right time to be able to continue to meet the changing requirements and challenges posed by government, community, employment and economic environments. We aim at all times to be flexible to accommodate the wellbeing of our staff and their families and to reflect the lifestyle our community enjoys. This also helps us to attract and retain the level of skills and expertise to fulfil our legislative requirements and to provide quality and affordable services for our community.

This workforce plan has been developed to address the requirements of the Local Government Act 1995 section S5.56 (1) A “plan for the future” and the associated Regulations

Shire of Yilgarn Background

The Shire of Yilgarn is located in Western Australia's Eastern Wheatbelt and covers a vast area of 30,720 square kilometers, which is approximately 19% of the total Wheatbelt region, including 301km of sealed roads and 2481kms of unsealed roads. Southern Cross is the main administrative centre of the Shire and is located on the Great Eastern Highway, 370km east of the Perth metropolitan area and 225km west of the city of Kalgoorlie Boulder.

The Shire has a population of 1,169 (2018 ABS data) people, as stated, Southern Cross is the main centre and houses the administration of the Shire however there are other smaller townsites throughout the Shire, including Marvel Loch, Moorine Rock, Bodallin, Bullfinch, Ghooli, Koolyanobbing, Mt Hampton and Yellowdine. Within the townsite of Southern Cross the Shire of Yilgarn incorporates a Sports Complex, Community Centre, Senior Citizens Centre, Bowls and Tennis Club, Museum, Golf Club and Pool. In outlying towns Moorine Rock has a Tennis Club, hotel and Primary School, Marvel Loch a hotel and Mt Hampton a Tennis Club.

The town of Southern Cross also houses a supermarket, hardware store, Post Office, hairdressers, newsagents, three hotels, two roadhouses and two schools, St Joseph's Catholic Primary School and Southern Cross District High School.

The Shire of Yilgarn Council is made up of seven councillors;

President

Cr Wayne Della Bosca	2017-2021
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Deputy President

Cr Bryan Close	2017-2021
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Cr Gary Guerini	2017-2021
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Cr Suzy Shaw	2017-2021
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Cr Jodie Cobden	2019-2023
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Cr Phil Nolan	2019-2023
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Cr Linda Rose	2019-2023
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Workforce Planning

The Shire of Yilgarn has an obligation to its Community to provide a Strategic Community Plan and a Corporate Business Plan. These plans are required under the Integrated Planning Framework and detail the delivery of the Councils Vision to its Community. To assist in the delivery of these plans, informing strategies are developed and provide the detail of the resources required to successfully achieve the outcomes of the plans. This plan specifically relates to the Shire's Workforce.

What is Workforce Planning?

"A continuous process of shaping the workforce to ensure that it is capable of delivering organisational objectives now and in the future" (Australian Nation Audit Office (ANAO) 2004)

The above definition highlights the key elements of workforce planning,

Workforce planning is:

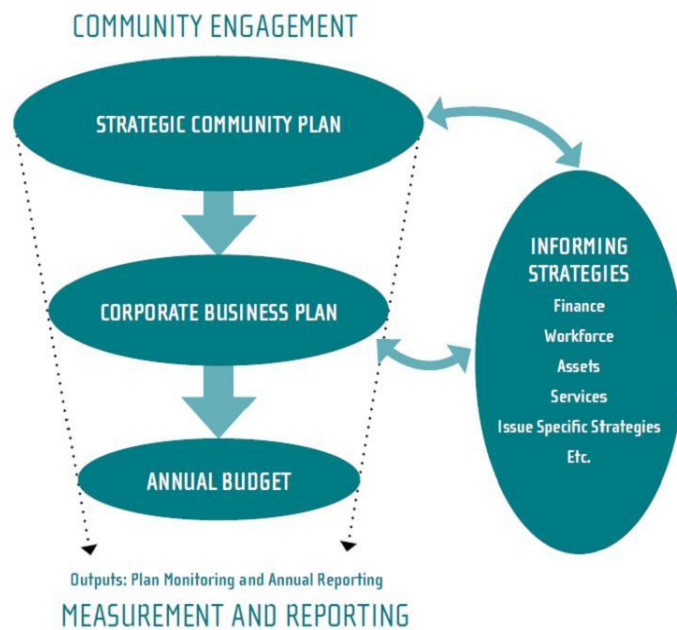
- continuous, not a one-off activity
- a process, not a static action or set of actions
- about shaping the workforce with a clearly identified purpose and to bring about particular changes
- has its purpose linked with organisational objectives, and
- applies not just to the current workforce but anticipates future workforce requirements.

Benefits of the workforce Plan

- Respond quickly and more strategically to change by recognising emerging challenges within the Community;
- Improve efficiency, effectiveness and productivity by having employees with the right knowledge and skills and who are a good fit for the job they are in;
- Facilitate strategic staffing and planning for future workforce requirements by identifying these in a timely manner, monitoring staff separations and making arrangements to fill key vacancies;
- Encourage understanding of your organisation's workforce profile so that existing workforce capacity can be maximised, and the future workforce shaped as needed;
- Assist with identifying and managing people with the knowledge critical for efficient and effective business operations, and managing corporate memory;
- Monitor costs and directly link workforce expenditure against business outputs and outcomes, and
- Strengthen the local government industry through stronger career paths and staff development.

Workforce Planning and Integrated Planning

Workforce planning is one of the four key components of the Integrated Planning and Reporting Framework and Guidelines now in place across the Local Government sector in Western Australia.



At the strategic level, the Local Government's Workforce Plan takes into account the community aspirations, priorities and objectives identified in the Yilgarn's Strategic Community Plan. The Strategic Community Plan sets out the longer term vision for Council and highlight workforce needs.

The Workforce Plan becomes an essential component of the Corporate Business Plan, identifying workforce requirements and strategies for current and future operations over the next four years or more.

The linkages of the Workforce Plan with both Strategic Community Plan and Corporate Business Plan are shown in the diagram above.

Four Steps of Workforce Planning

The methodology used follows the practices and principles of the WA Department of Local Government's Workforce Planning Guidelines Toolkit*

There are four distinct stages as outlined in the diagram.



*Ref:

<http://integratedplanning.dlg.wa.gov.au>

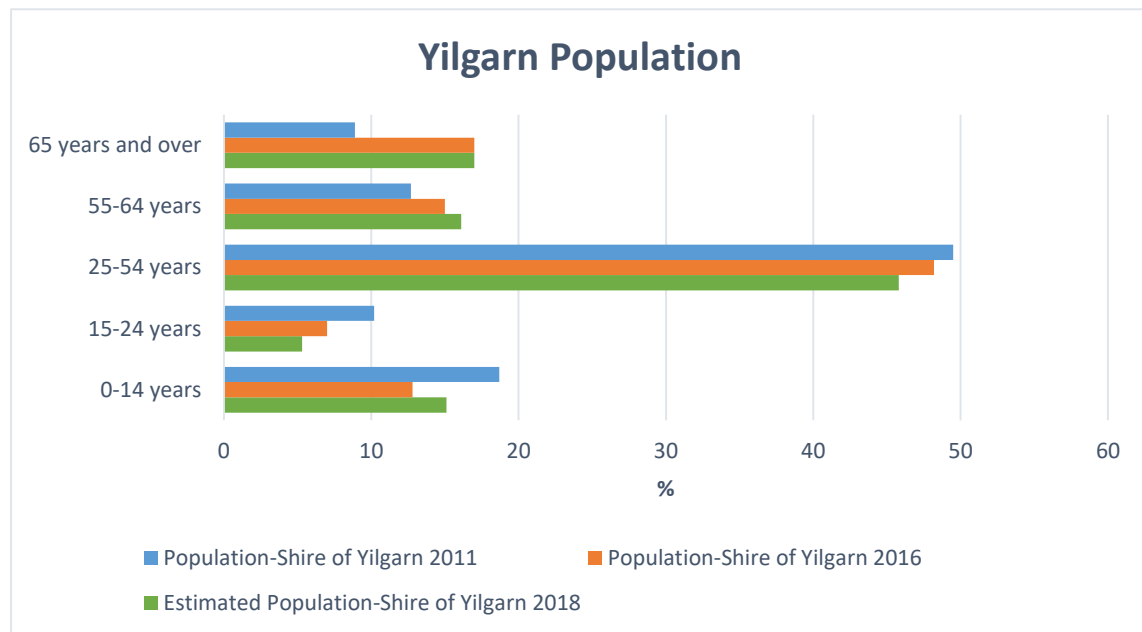
Internal and External Environment and Workforce

An analysis of the demographic profile of the Shire has been undertaken:

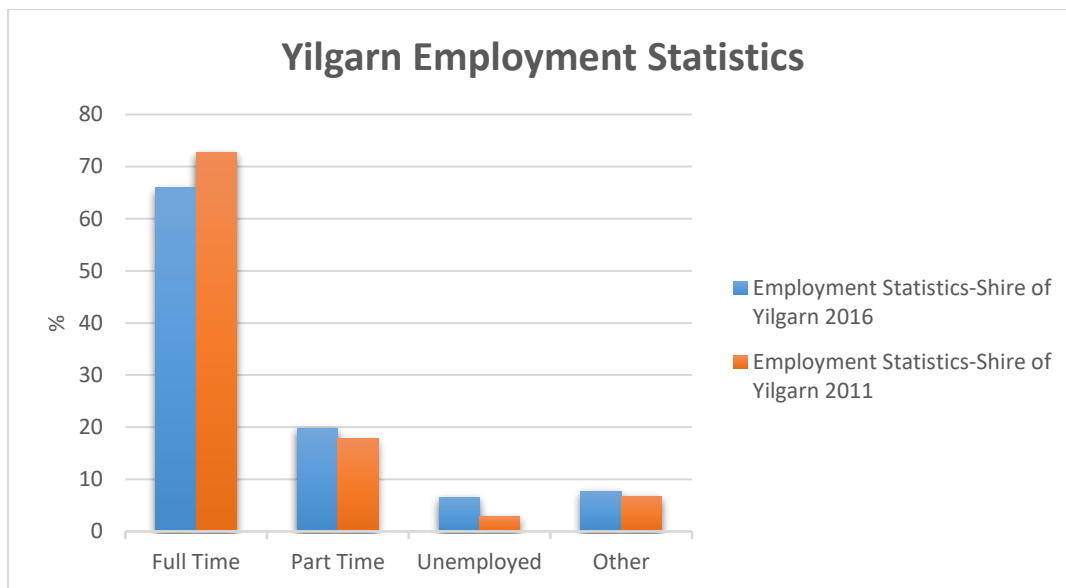
In 2018 the estimated population of the Shire of Yilgarn was 1,169.

In 2011 the population in the Shire of Yilgarn was 1,636, the median age of people in Yilgarn (S) (Local Government Areas) was 38 years. Children aged 0 - 14 years made up 18.5% of the population and people aged 65 years and over made up 9.0% of the population.

In 2016 the population of the Shire of Yilgarn was 1,202, the median age of people in Yilgarn (S) (Local Government Areas) was 45 years. Children aged 0 - 14 years made up 12.8% of the population and people aged 65 years and over made up 16.9% of the population.

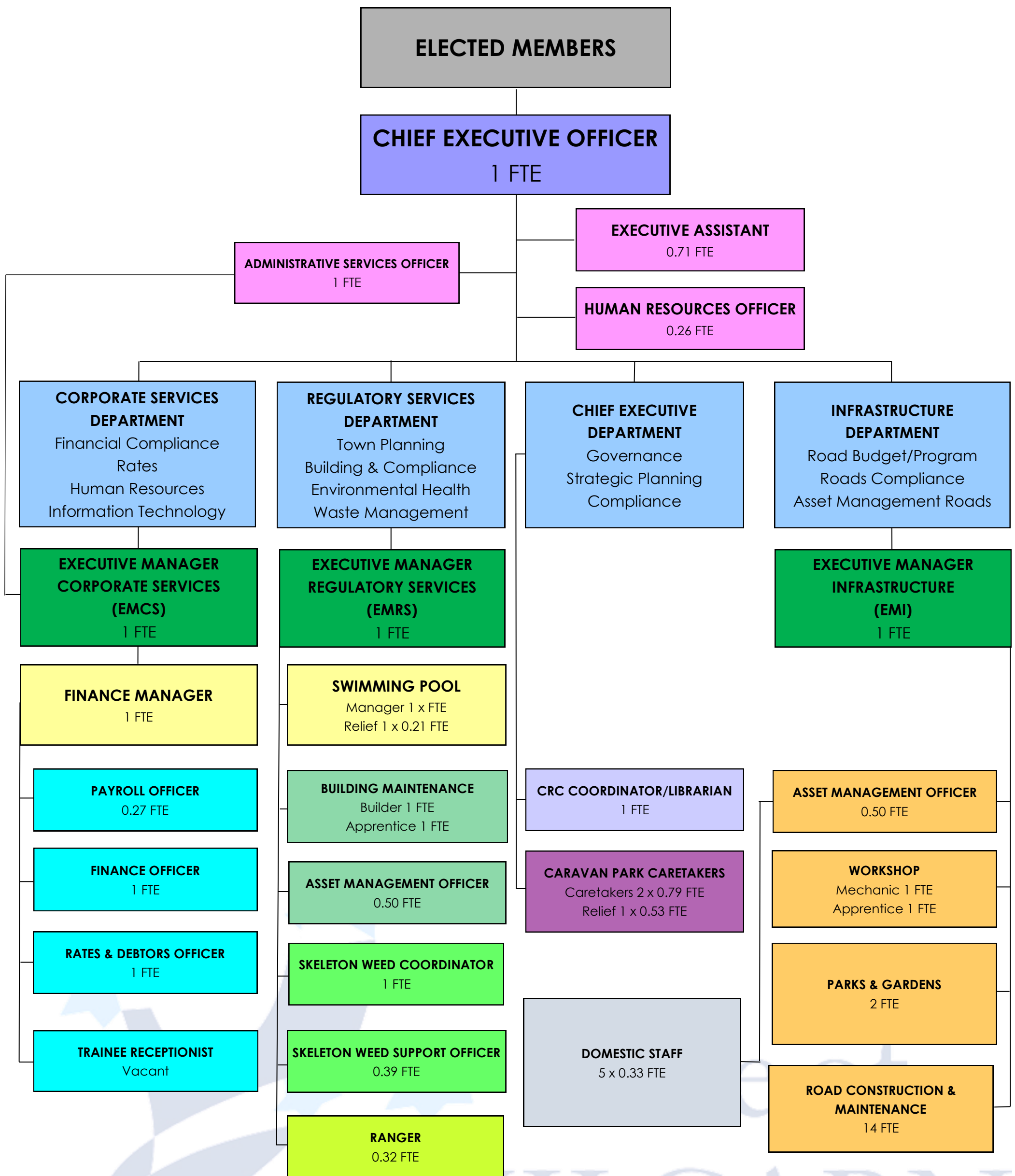


- Of the 1,202 people, 60.8% were male and 39.2% were female. Aboriginal and Torres Strait Islanders made up 3.3% of the population.
- The most common ancestries in Yilgarn (S) (Local Government Areas) were Australian 28.1%, English 27.5%, Scottish 7.8%, Italian 6.9% and Irish 6.4%.
- Yilgarn (S) (Local Government Areas), 26.1% of people were attending an educational institution. Of these, 24.6% were in primary school, 9.8% in secondary school and 3.9% in a tertiary or technical institution.
- Of people aged 15 and over in Yilgarn (S) (Local Government Areas), 12.4% reported having completed Year 12 as their highest level of educational attainment, 16.8% had completed a Certificate III or IV and 4.0% had completed an Advanced Diploma or Diploma.



- In the 2016 Census, 65.9% of people were in full time employment, 19.8% were in part time employment and 6.6% were unemployed.
- Of the employed people in Yilgarn (S) (Local Government Areas), 13.5% worked in Grain-Sheep or Grain-Beef Cattle Farming. Other major industries of employment included Gold Ore Mining 11.8%, Iron Ore Mining 11.4%, Site Preparation Services 6.2% and Local Government Administration 6.0%.
- The median personal weekly income for people in the Yilgarn was \$861.
- In Yilgarn (S) (Local Government Areas), of people aged 15 years and over, 50.6% of people were in a registered marriage and 10.8% were in a de facto marriage.
- In Yilgarn (S) (Local Government Areas), of couple families with children, 20.2% had both partners employed full-time, 4.4% had both employed part-time and 25.9% had one employed full-time and the other part-time.

Comparing figures from the 2016 and 2011 census it shows that the number of people in full time employment has decreased by 6.9% while the number of people in part time employment increased by 2% with unemployment also increasing by 3.8%.

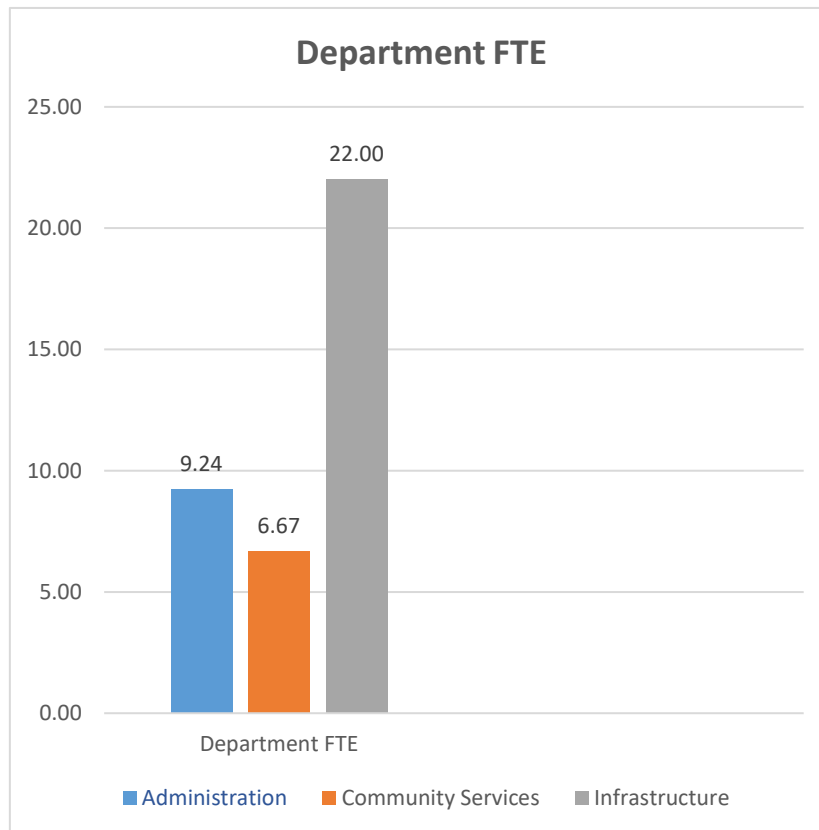


ORGANISATION STRUCTURE
May 2020

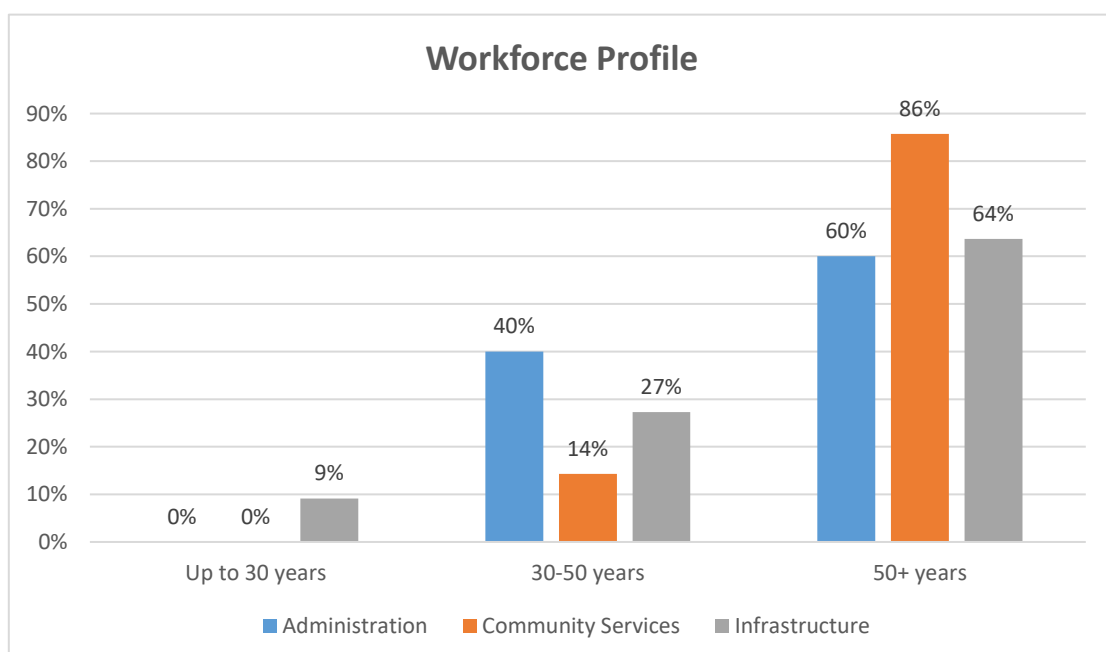
CURRENT TOTAL = 37.91 FTE

“good country for hardy people”

The Shire of Yilgarn has a workforce of 46 employees as of May 2020 (37.91 full time equivalent) of the 46 employees 56% are male and 43% are female. The workforce is split by department as below;

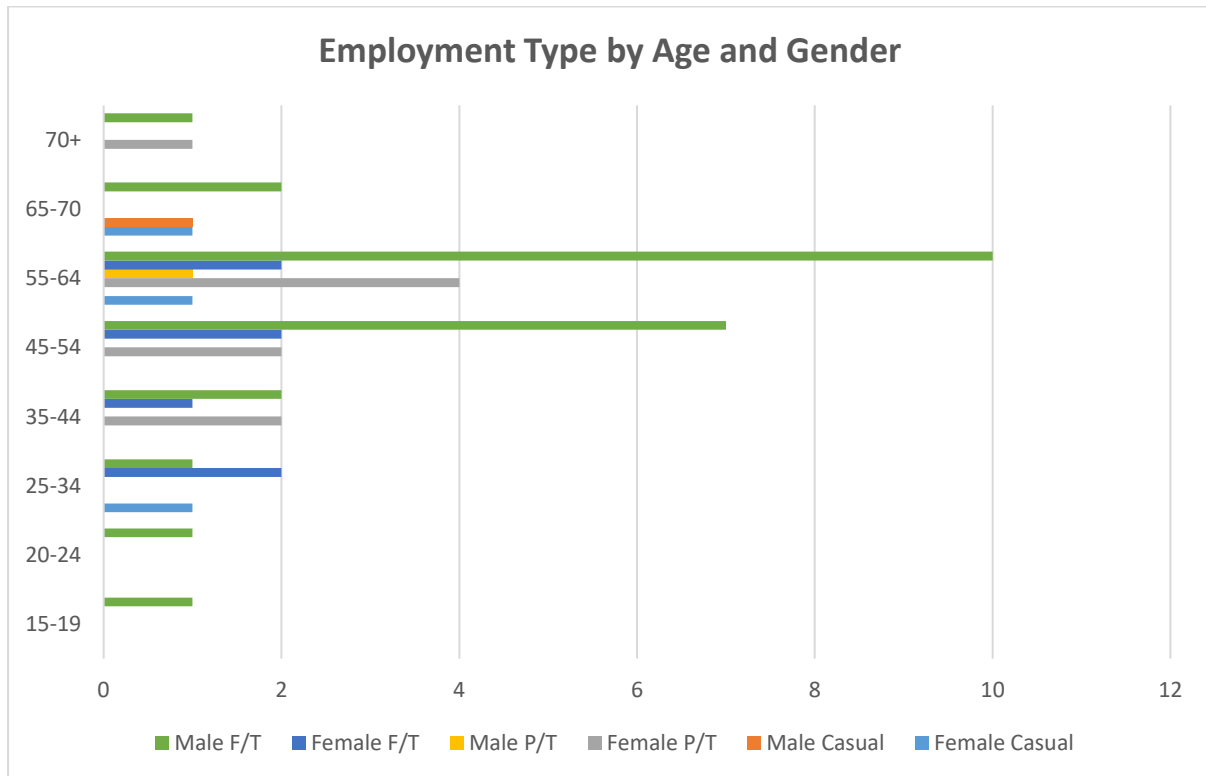


The Community Services department including cleaners, swimming pool staff, caravan park caretakers and the Skeleton weed employees. The Community Services department has the highest number of part time positions with 2 full time staff (Skeleton Weed coordinator and Swimming Pool manager) which is indicative of the nature of the work and also has the oldest workforce.

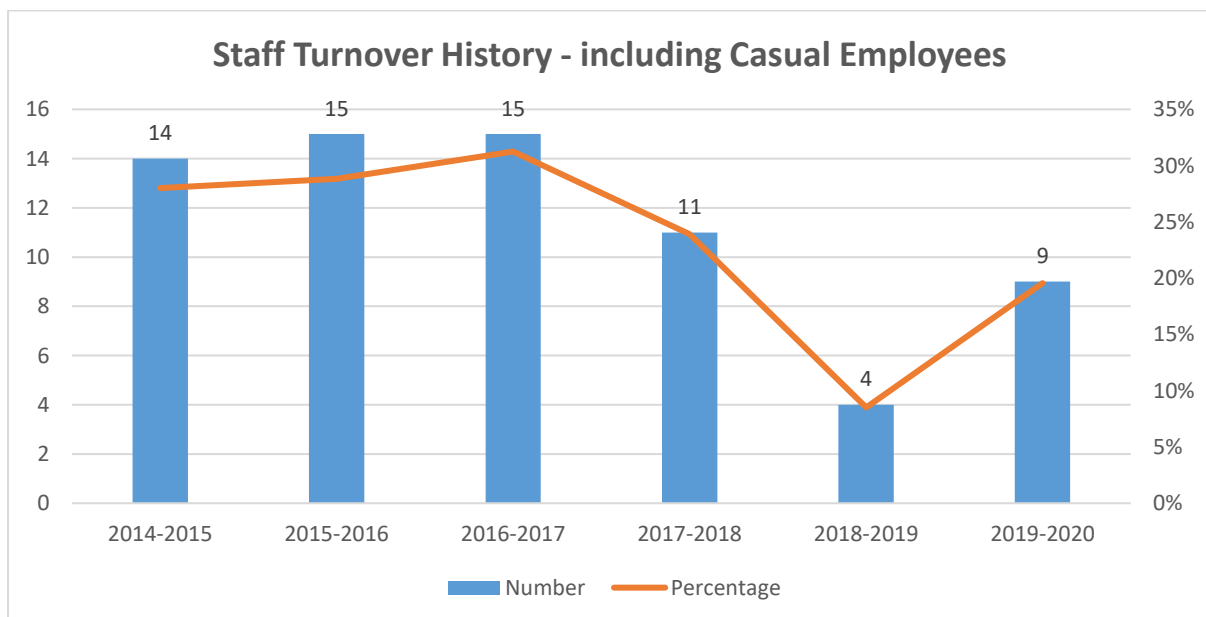


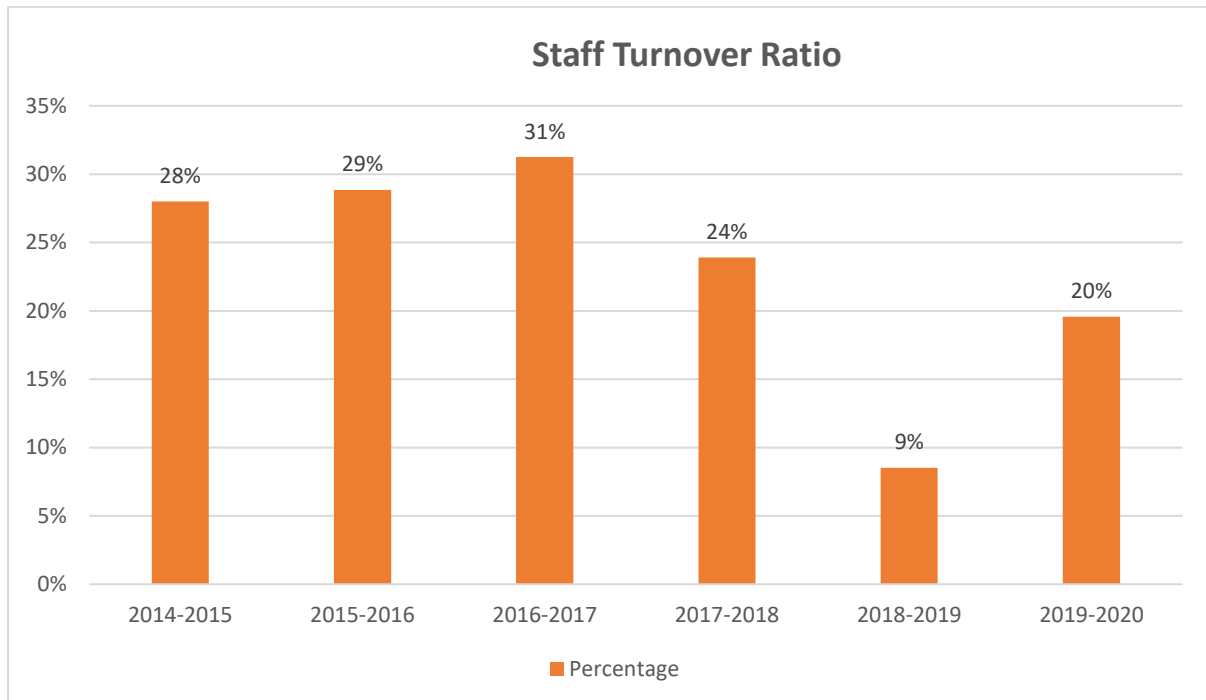
The infrastructure workforce is made up predominantly of the outdoor works crew, gardeners and the Asset Management officer. Of the infrastructure staff there are two females and an employee of indigenous decent.

The administration staff made up of the executive managers and Shire of Yilgarn administration office staff of which 30% is male and 70% is female.

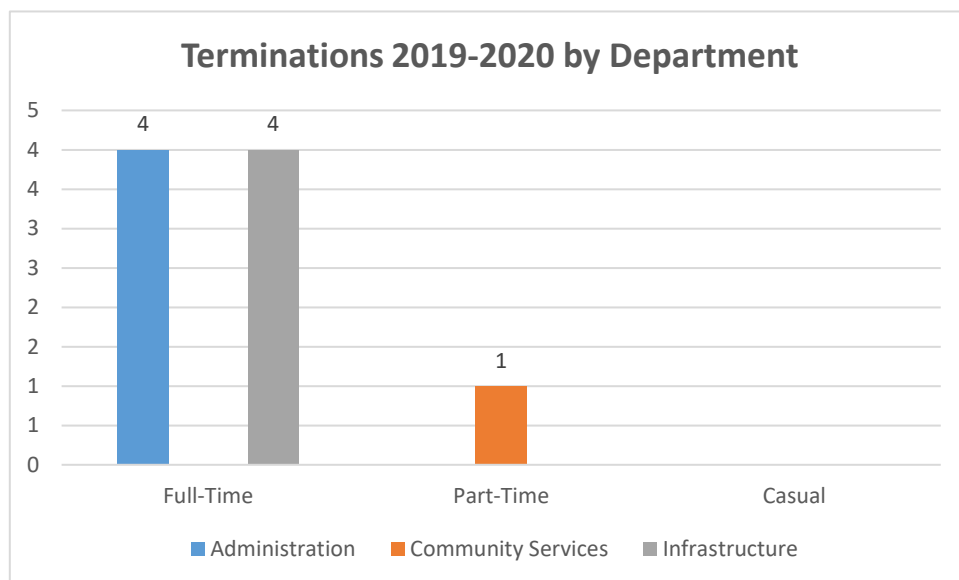


The average staff turnover from 2014 to 2020 is 23%





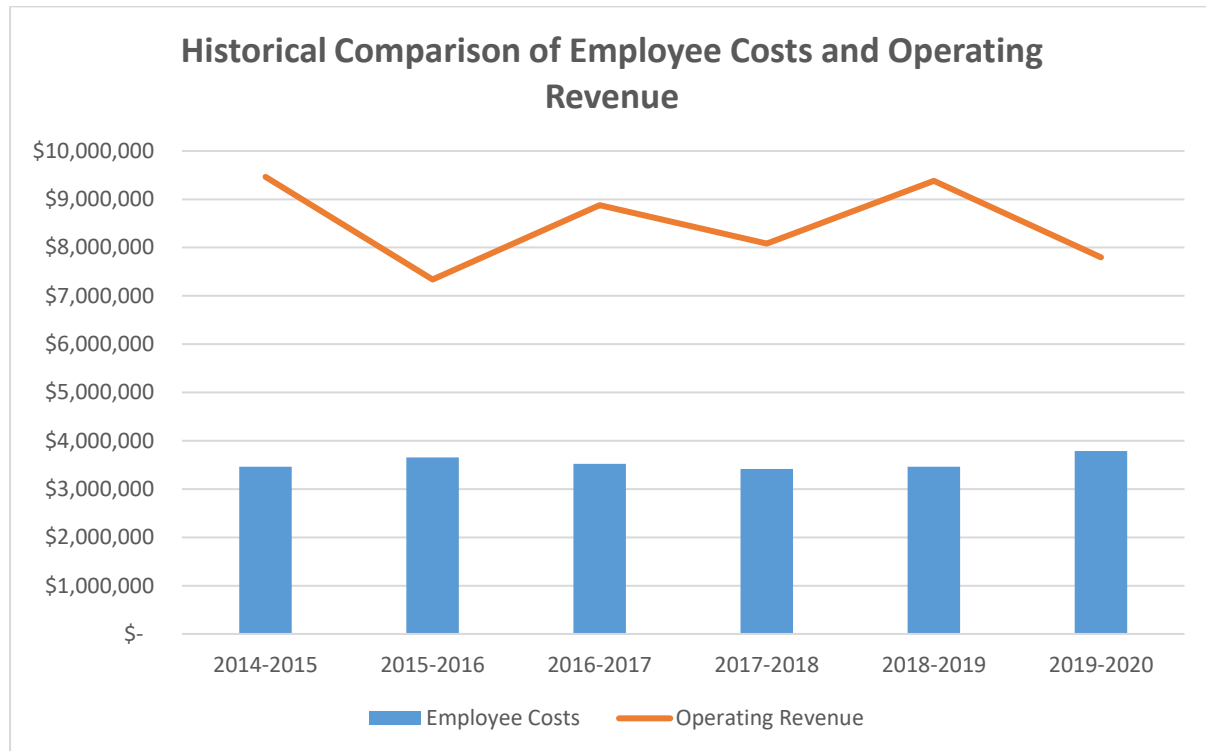
The highest rate of staff turnovers in the last 7 years was in 2016-2017, this turnover was largely influenced by the termination of the Chief Executive Officer and the subsequent turnover of two Acting Chief Executive Officers.



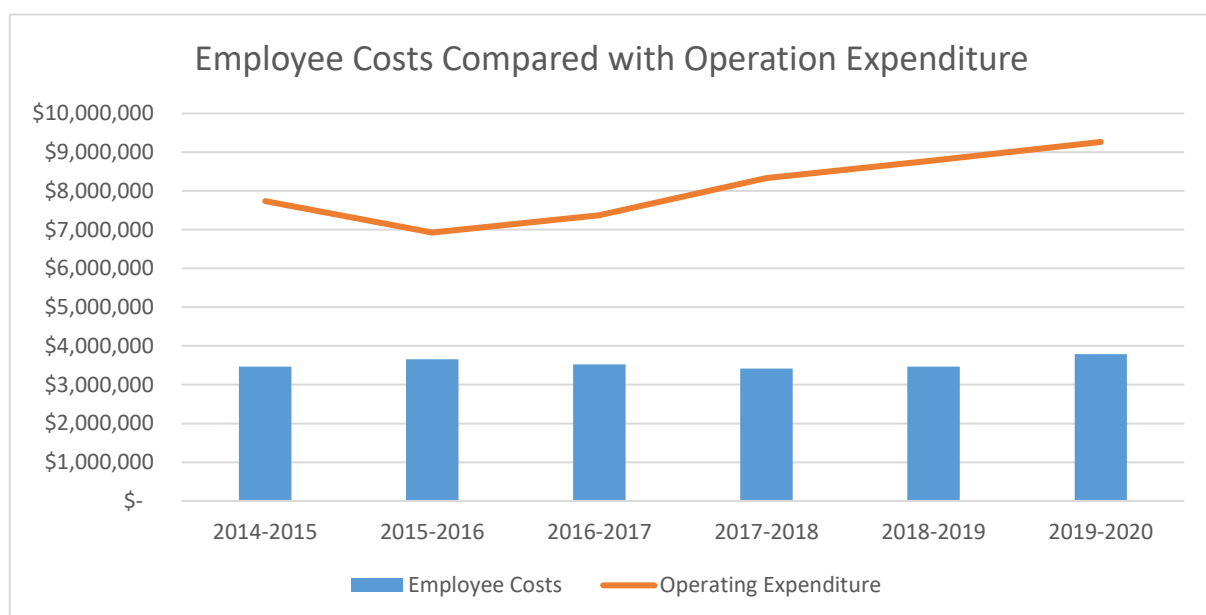
Terminations in 2019/2020 is below the average staff turnover from 2014 to 2020, with the termination including one retirement, one 3year traineeship which came to an end and two junior positions.

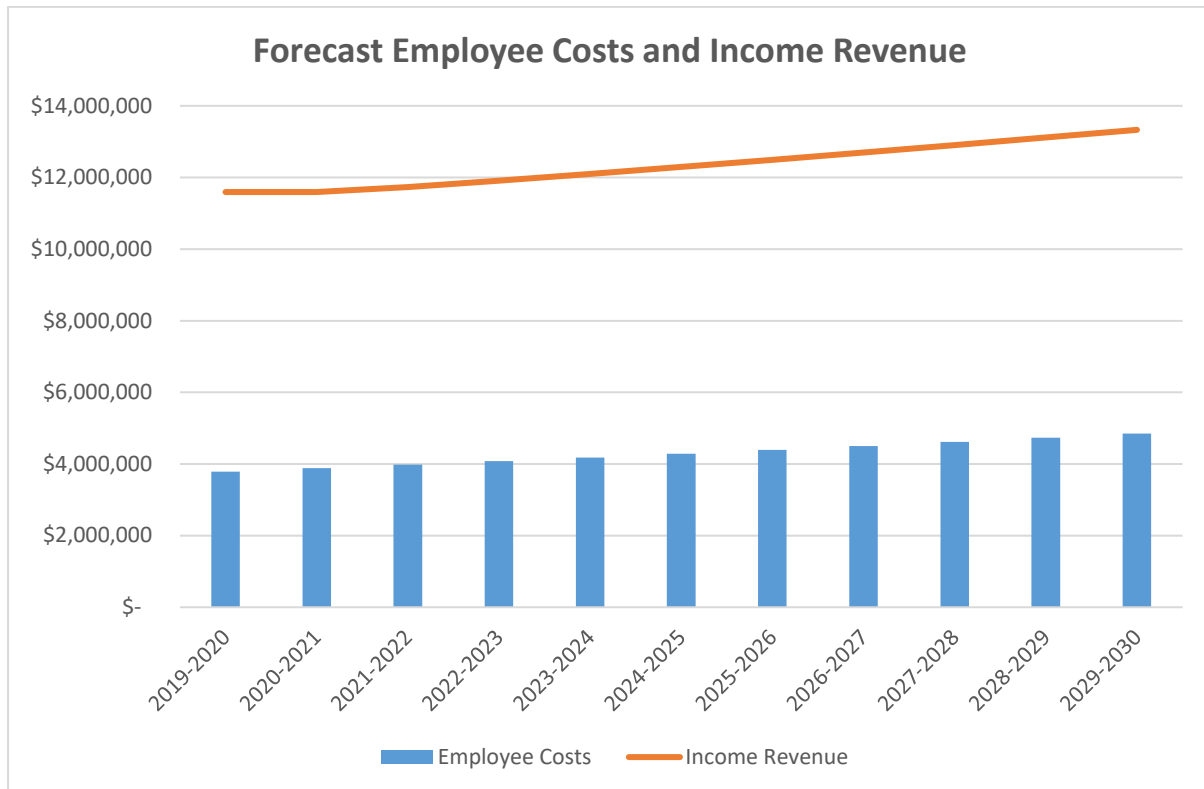
Gross employee costs including superannuation, workers compensation and accrued leave were budgeted at a total of \$3,790,007 for 2019-2020 and represents 49.62% of budgeted operating revenue.

The average employee costs as a percentage of operating revenue is 41.84% for the 6 years from 2014-2015 to 2019-2020



The average employee costs as a percentage of operating expenditure is 44% for the same period.





Employee costs have been forecast at a 2.5% increase annually and this is also reflected in the Long Term Financial Plan.

Training and Development

The shire of Yilgarn provides training and development opportunities for all staff.

Training 2018-2019

- Aerodrome Reporting Officer and Works Safety Officer
- AusChem – Prepare and Apply Chemicals – AHCCHM303
- AusChem – Transport and Store Chemicals – AHCCHM304
- Department of Communities – Working with Children Check
- Department of Transport – 5 days Driver and Vehicles Services Training
- Department of Water & Environment – Authorised Person and Inspector
- Draeger – User Training Breath Alcohol Detector – Alcotest 6510, 6810, 6820
- Iris Consulting – Records Disposal
- Iris Consulting – Records Management Basic
- iTVision – Rates – End of Year
- iTVision – Rates – Modelling
- Local Government Professionals Workshop
- Moore Stephens – Budget Workshop
- Moore Stephens – Financial Reporting Workshop
- Moore Stephens – GST Land & Buildings
- Moore Stephens – Local Government Finance Workshop
- Moore Stephens – WALGA Payroll Workshop

- Moore Stephens – WALGA Tax & FBT Workshop
- Royal Lifesaving WA – Pool Lifeguard
- Seminars Australia – FBT 2020
- St John Ambulance – Provide First Aid HLTAID001, HLTAID002, HLTAID003
- TAFE – Certificate II in Horticulture
- Velpic – Bullying and Harassment Awareness
- Velpic – Employee Online Induction
- WA Cemetery Forms Workshop
- WACOSS – Writing Successful Grants, Submissions & Tenders
- WALGA – Rates in Local Government – Clerical
- WALGA – Rates in Local Government – Debt Collection
- Workplace Assessments – Operate Breathing Apparatus and Safe Handling of Chlorine

TRAINING IN PROGRESS 2019-2020

- TAFE – Certificate III in Mobile Plant Technology
- TAFE – Certificate III in Carpentry & Joinery

Shire of Yilgarn Strategic Community Plan and the Workforce

The Shire of Yilgarn's Strategic Community Plan 2020 identified the following Vision:

"We are a proud agricultural and mining based economy, providing opportunities for our residents that will build an inclusive and prosperous community in the future. We are a resilient community best described by our moto "Good Country for Hardy People"

The plan also identifies the following mission

"The Shire of Yilgarn will deliver quality services, facilities and representation in order to achieve our Vision"

Structure of the Plan

Based on community engagement, the Plan sets out the vision for the Shire's future and captures the community's aspirations and values.

A strategic objective has been developed for each of four key themes of community interest, being:

- **Environment:** Protecting, utilising and enhancing our beautiful natural heritage
- **Social:** An inclusive, secure and welcoming community that encourages families, youth and the aged to remain and contribute to our Shire in the long term;
- **Economic:** A prosperous future for our community; and
- **Civic Leadership:** Dynamic and visionary leadership guiding our community into the future.

Strategies to Meet Current and Future Workforce Needs

Current Strategies and Policies

The Shire of Yilgarn has the following workforce Policies in place

Occupational Health & Safety

This Occupational Safety & Health Policy aims to establish and maintain, so far as practicable, the highest standard of occupational safety and health for all employees.

Employee Benefits

As part of Council's ongoing staff attraction and retention strategy, it is beneficial to provide reasonable entitlements/benefits to permanent full-time and part-time employees. Benefits include service pay, housing incentive, superannuation contributions, relocation contributions, staff training, retirement seminars, child care allowances and legal representation allowances

Harassment in the Workplace

The Shire has a responsibility under the provisions of the WA Equal Opportunity Act 1984 and Commonwealth legislation to provide an environment which is free from discrimination and harassment for all employees and members of the public.

Equal Employment Opportunity

The equal employment opportunity goals of the Shire of Yilgarn are designed to provide an enjoyable, challenging, involving, harmonious work environment for all employees where each has the opportunity to progress to the extent of their ability.

Motor Vehicle Use

Council has motor vehicles available for use by employees in order to meet the operational needs of the Council. Council is also prepared to provide opportunities for employees to salary package private use of such motor vehicles as part of an employment package.

Emergency Services Leave

Paid leave of up to 38 hours per calendar year will be granted to employees who are members of an approved volunteer emergency service organisation (such as SES or Volunteer Bush Fire Brigade and St John Ambulance) for the purpose of participating in training or service within the Shire of Yilgarn, at the discretion of the Chief Executive Officer.

Employee Training and Development

Council and employees are committed to the achievement of the goals and objectives outlined in the Strategic Community Plan. This will be achieved through a continuous improvement approach driven by key organisational development strategies aimed at ensuring that the Shire meets current and future skill requirements, retains corporate knowledge and builds upon workforce capability and capacity.

OBJECTIVE:

The objective of this Policy is to:

- Build capability and skill levels of staff
- Achieve legislative and service delivery requirements of the Shire
- Acknowledge performance excellence
- Support the attraction and retention of employees
- Provide relevant professional and personal development opportunities
- Foster career pathways within the Shire

Management and employees are committed to identifying opportunities for structured and informal training and development programs across the organisation. These opportunities are available to people of all ages and employment status (full time, part time, casual, other i.e. employment by 457 VISA).

Workforce Strategies to Meet Future Needs

Key Area		Year ending 31 December				
Task	Officer	2020	2021	2022	2023	2024
Organisational Structure						
• Review the corporate structure in terms of the Councils Strategic direction	CEO			✓		✓
• Review Terms/conditions of employees to industry benchmarks	CEO			✓		✓
• Monitor service levels and workforce skills requirements	CEO			✓		✓
• Review/Update all position descriptions	CEO		✓		✓	
Workforce Plan						
• Review and Update	CEO			✓		✓
• Update ABS census data	EA			✓		
• Update ABS population data	EA		✓	✓	✓	✓
• Review process/data to allow analysis of the Shires workforce	CEO			✓		✓
Recruitment and Selection						
• Continue to employ suitable qualified/skilled staff locally	CEO	✓	✓	✓	✓	✓
• Continue to engage suitable qualified/skilled contractors, consultants and staff	CEO	✓	✓	✓	✓	✓
• Continue to foster resource sharing arrangements with neighbouring Council	CEO	✓	✓	✓	✓	✓
• Identify opportunities for local trainees/apprentices within the Shire	CEO	✓	✓	✓	✓	✓
Staff Retention/Development						
• Review performance review process	CEO	✓		✓		✓
• Review current staff certifications/Skills/qualifications for compliance	HR/PR	✓		✓		✓
• Provide training to supervisors/managers on the performance review process	CEO		✓			
• Ensure supervisors/managers provide open and ongoing feedback to employees	CEO	✓	✓	✓	✓	✓
• Provide training for outside staff for asset management data capture/review	CEO		✓			
• Develop an annual training calendar	HR/PR	✓	✓	✓	✓	✓
• Provide development opportunities through education/training	CEO	✓	✓	✓	✓	✓
• Recognise /acknowledge employee milestones/education/skills development	CEO	✓	✓	✓	✓	✓
• Review/facilitate life/work balance for employees	CEO	✓	✓	✓	✓	✓
• Enhance workforce health and wellbeing	HR/PR	✓	✓	✓	✓	✓
Succession Management						
• Review critical roles throughout the organisation	CEO	✓		✓		✓
• Support junior level staff to develop skills/experience for career progression	CEO	✓	✓	✓	✓	✓
• Continue to innovate responses to gaps in key rolls	CEO	✓	✓	✓	✓	✓

Document Owner-**Chief Executive Officer**

Adopted	May 2020
Date for Next Review	May 2022

Attachment

9.1.6

Draft
Purchasing
Policy

POLICY:	PURCHASING AND TENDERING
POLICY NO:	3.5
SECTION:	FINANCE
LAST REVIEW DATE:	SEPTEMBER 2019
DUE FOR REVISION:	SEPTEMBER 2020

1. Purchasing

The Shire of Yilgarn (the "**Shire**") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire strategic and operational objectives.

This policy complies with the Local Government (Functions and General) Regulations 1996 (The Regulations).

1.1 OBJECTIVES

The Shire's purchasing activities will achieve:

- The attainment of best value for money;
- Sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment;
- Consistent, efficient and accountable processes and decision-making;
- Fair and equitable competitive processes that engage potential suppliers impartially, honestly and consistently;
- Probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Compliance with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, as well as any relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- Risks identified and managed within the Shire's Risk Management framework;
- Records created and maintained to evidence purchasing activities in accordance with the State Records Act and the Shire's Record Keeping Plan;
- Confidentiality protocols that protect commercial-in-confidence information and only release information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Code of Conduct applies when undertaking purchasing activities and decision making. Elected Members and employees must observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

Value for money is achieved through the critical assessment of price, risk, timeliness, environmental, social, economic and qualitative factors to determine the most advantageous supply outcome that contributes to the Shire achieving its strategic and operational objectives.

The Shire will apply value for money principles when assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantage.

1.3.1 Assessing Value for Money

Assessment of value for money will consider:

- All relevant Total Costs of Ownership (TCO) and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, training, maintenance and disposal;
- The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, tenderers resources available, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- Financial viability and capacity to supply without the risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- A strong element of competition by obtaining a sufficient number of competitive quotations wherever practicable and consistent with this Policy;
- The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy; and
- Providing opportunities for businesses within the Shire's boundaries to quote wherever possible.

1.4 PURCHASING THRESHOLDS AND PRACTICES

The Shire must comply with all requirements, including purchasing thresholds and processes, as prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the Shire.

1.4.1. Policy Purchasing Value Definition

Purchasing value for a specified category of goods, services or works is to be determined upon the following considerations:

- Exclusive of Goods and Services Tax (GST); and
- Where a contract is in place, the actual or expected value of expenditure over the full contract period, including all options to extend specific to a particular category of goods, services or works. OR
- Where there is no existing contract arrangement, the Purchasing Value will be the estimated total expenditure for a category of goods, services or works over a minimum three-year period. This period may be extended to a maximum of 5 years only where the supply category has a high risk of change i.e. to technology, specification, availability or the Shire's requirements (Regulation 12).

The calculated estimated Purchasing Value will be used to determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Purchasing from Existing Contracts

The Shire will ensure that any goods, services or works required that are within the scope of an existing contract will be purchased under that contract.

1.4.3. Table of Purchasing Thresholds and Practices

This table prescribes Purchasing Value Thresholds and the applicable purchasing practices which apply to the Shire's purchasing activities:

Purchase Value Threshold (exc GST)	Purchasing Practice Required
Up to \$5,000 \$5,001 \$10,000 (exc GST)	Direct purchase, no quote needed evidence of pricing to be recorded as an attachment to the Purchase Order
From \$5,001 and up to \$35,000 \$10,001 up to \$50,000 (exc GST)	Seek at least one (1) verbal or written quotation from a suitable supplier. Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, seek quotations in accordance with the contract requirements. If no Panel of Pre-Qualified Suppliers exists for the required purchasing category, then a quote must be sought from either: <ul style="list-style-type: none">• a supplier included in the relevant WALGA Preferred Supplier Arrangement; or• other suppliers that are accessible under another tender exempt arrangement; or• the open market.

Purchase Value Threshold (exc GST)	Purchasing Practice Required
	<p>The purchasing decision is to be based upon assessment of the supplier's response to:</p> <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • value for money criteria, not necessarily the lowest price. <p>The procurement decision is to be represented using the Brief Evaluation Report Template.</p>
<p>From \$35,001 and up to \$85,000 \$50,001 up to \$100,000 (exc GST)</p>	<p>Seek at least two (2) written quotations, if practical, from suitable suppliers.</p> <p>Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, seek quotations in accordance with the contract requirements.</p> <p>If no Panel of Pre-Qualified Suppliers exists for the required purchasing category, then a quote must be sought from either:</p> <ul style="list-style-type: none"> • a supplier included in the relevant WALGA Preferred Supplier Arrangement; or • other suppliers that are accessible under another tender exempt arrangement; or • the open market. <p>If quotes are not being sought from a WALGA Preferred Supplier Arrangement, at least one (1) quotation is to be sought, where a suitable supplier is available, from:</p> <ul style="list-style-type: none"> • a WA Disability Enterprise; and / or • an Aboriginal Owned Business; and / or • a Local Supplier. <p>The purchasing decision is to be based upon assessment of the suppliers response to:</p> <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • value for money criteria, not necessarily the lowest price. <p>The procurement decision is to be represented using the Brief Evaluation Report Template.</p>

Purchase Value Threshold (exc GST)	Purchasing Practice Required
<p>\$85,001 and up to \$149,999 \$100,001 up to \$249,999 (exc GST)</p>	<p>Seek at least three (3) written quotations from suppliers by invitation under a formal Request for Quotation.</p> <p>Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, seek quotations in accordance with the contract requirements.</p> <p>If no Panel of Pre-Qualified Suppliers exists for the required purchasing category, then a quote must be sought from either:</p> <ul style="list-style-type: none"> • a supplier included in the relevant WALGA Preferred Supplier Arrangement; or • other suppliers that are accessible under another tender exempt arrangement; or • the open market. <p>If quotes are not being sought from a WALGA Preferred Supplier Arrangement, at least one (1) quotation of the three (3) quotations is to be sought, where a suitable supplier is available, from either:</p> <ul style="list-style-type: none"> • a WA Disability Enterprise; and / or • an Aboriginal Owned Business; and / or • a Local Supplier. <p>The purchasing decision is to be based upon assessment of the suppliers response to:</p> <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required and • pre-determined evaluation criteria that assesses all best and sustainable value considerations. <p>The procurement decision is to be represented using the Evaluation Report template.</p>
<p>Over \$150,000 \$250,000 (exc GST)</p>	<p>Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, seek quotations in accordance with the contract requirements.</p> <p>If no Panel of Pre-Qualified Suppliers exists for the required purchasing category, then either:</p> <ul style="list-style-type: none"> • Seek at least three (3) written quotations from a supplier included in the relevant WALGA Preferred Supplier Arrangement and / or another tender exempt arrangement; OR

Purchase Value Threshold (exc GST)	Purchasing Practice Required
	<ul style="list-style-type: none"> • Conduct a Public Request for Tender process in accordance with the Local Government Act 1995 and relevant Shire Policy requirements. <p>The purchasing decision is to be based upon the suppliers response to:</p> <ul style="list-style-type: none"> • a specification of the goods, services or works (for a tender exempt process including the WALGA Preferred Supplier Arrangement); or a detailed specification for the open tender process; and • pre-determined evaluation criteria that assesses all best and sustainable value considerations. <p>The procurement decision is to be represented using the Evaluation Report template.</p>
Emergency Purchases (Within Budget)	Must be approved by the President or by the Chief Executive Officer under delegation and reported to the next available Council Meeting.
Emergency Purchases (Not Included in Budget)	<p>Only applicable where, authorised in advance by the President in accordance with s.6.8 of the <i>Local Government Act 1995</i> and reported to the next available Council Meeting.</p> <p>Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, the emergency supply must be obtained from the Panel suppliers.</p> <p>If however, no member of the Panel of Pre-qualified Suppliers or a suitable supplier from WALGA Preferred Supplier Arrangement is available, then the supply may be obtained from any supplier capable of providing the emergency purchasing requirement, and to the extent that it is reasonable in context of the emergency requirements, with due consideration of best and sustainable consideration.</p>

1.4.4 Exemptions

An exemption from the requirement to publically invite tenders may apply when the purchase is:

- obtained from a pre-qualified supplier under the WALGA Preferred Supplier Arrangement or other suppliers that are accessible under another tender exempt arrangement.
- from a pre-qualified supplier under a Panel established by the Shire;
- from a Regional Local Government or another Local Government;
- acquired from a person/organisation registered on the WA Aboriginal Business Directory, as published by the Small Business Development Corporation, where the consideration under contract is worth \$250,000 or less (exc GST) and represents value for money;
- acquired from an Australian Disability Enterprise and represents value for money;
- the purchase is authorised under auction by Council under delegated authority;
- within 6 months of no tender being accepted;
- where the contract is for petrol, oil, or other liquid or gas used for internal combustion engines; or
- the purchase is covered by any of the other exclusions under Regulation 11 of the Regulations.

1.4.5 Inviting Tenders Under the Tender Threshold

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the ~~\$150,000~~ **\$250,000** threshold.

This decision will be made after considering:

- Whether the purchasing requirement can be met through the WALGA Preferred Supplier Program or any other tender exemption arrangement; and
- Any value for money benefits, timeliness, risks; and
- Compliance requirements.

A decision to invite Tenders, though not required to do so, may occur where an assessment has been undertaken and it is considered that there is benefit from conducting a publicly accountable and more rigorous process. In such cases, the Shire's tendering procedures must be followed in full.

1.4.6 Other Procurement Processes

1.4.6.1 Expressions of Interest

Expressions of Interest (EOI) are typically considered in situations where the project is of a significant value, or contains significant complexity of project delivery that may solicit responses from a considerable range of industry providers.

In these cases, the Shire may consider conducting an EOI process, preliminary to any Request for Tender process, where the purchasing requirement is:

- Unable to be sufficiently scoped or specified;
- Open to multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- Subject to a creative element; or
- To establish a procurement methodology that allows for an assessment of a significant number of tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes are conducted as a public process and similar rules to a Request for Tender apply. However, the EOI should not seek price information from respondents, seeking qualitative and other non-price information only. All EOI processes should be subsequently followed by a Request for Tender through an invited process of those shortlisted under the EOI.

1.4.6.2 Request for Proposal

As an alternative to a Request for Tender, the Shire may consider conducting a Request for Proposal where the requirements are less known, or less prescriptive and detailed. In this situation, the Request For Proposal would still be conducted under the same rules as for a Request For Tender but would seek responses from the market that are outcomes based or that outline solutions to meet the requirements of the Shire.

1.4.7 Emergency Purchases

An emergency purchase is defined as an unanticipated purchase which is required in response to an emergency situation as provided for in the Act and including natural disasters such as fire and flood. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

Time constraints are not a justification for an emergency purchase. Every effort must be made to anticipate purchases in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

1.4.8 Sole Source of Supply

A sole source of supply arrangement may only be approved where the:

- Purchasing value is estimated to be over ~~\$5,000~~ **\$10,000**; and
- purchasing requirement has been documented in a detailed specification; and
- specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- market testing process and outcomes of supplier assessments have been documented, inclusive of a rationale for why the supply is determined as unique and cannot be sourced through more than one supplier.

A sole source of supply arrangement will only be approved for a period not exceeding three (3) years. For any continuing purchasing requirement, the approval must be re-assessed before expiry to evidence that a Sole Source of Supply still genuinely exists.

1.4.9 Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, avoiding a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

Utilising rolling contract extensions at the end of a contract term without properly testing the market or using a Tender exempt arrangement, will not be adopted as this would place this Local Government in breach of the Regulations (Regulation 12).

The Shire administration will conduct regular periodic analysis of purchasing activities within supply categories and aggregating expenditure values in order to identify purchasing activities which can be more appropriately undertaken within the Purchasing Threshold practices detailed in clause 1.4.3 above.

2 SUSTAINABLE PROCUREMENT

2.1. LOCAL ECONOMIC BENEFIT

The Shire encourages the development of competitive local businesses within its boundary first, and second within its broader region. As much as practicable, the Shire will:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- ensure that procurement plans address local business capability and local content;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and
- provide adequate and consistent information to local suppliers.

To this extent, a qualitative weighting will be included in the evaluation criteria for quotes and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy. This criteria will relate to local economic benefits that result from Tender processes.

2.2. PURCHASING FROM DISABILITY ENTERPRISES

An Australian Disability Enterprise may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, where a value for money assessment demonstrates benefits for the Shire's achievement of its strategic and operational objectives.

A qualitative weighting will be used in the evaluation of quotes and Tenders to provide advantages to Australian Disability Enterprises, in instances where not directly contracted.

2.3. PURCHASING FROM ABORIGINAL BUSINESSES

A business registered in the current Aboriginal Business Directory WA (produced by the Small Business Development Corporation) may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, only where:

- the contract value is or is worth \$250,000 or less, and
- a best and sustainable value assessment demonstrates benefits for the Shire's achievement of its strategic and operational objectives.

A qualitative weighting will be used in the evaluation of quotes and tenders to provide advantages to businesses registered in the current Aboriginal Business Directory WA, in instances where not directly contracted.

2.4. PURCHASING FROM ENVIRONMENTALLY SUSTAINABLE BUSINESSES

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefits for the Shire's achievement of its strategic and operational objectives.

A qualitative weighting will be used in the evaluation of quotes and tenders to provide advantages to suppliers which:

- demonstrate policies and practices that have been implemented by the business as part of its operations;
- generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and
- encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3 PANELS OF PRE-QUALIFIED SUPPLIERS

3.1. OBJECTIVES

The Shire will consider creating a Panel of Pre-qualified Suppliers ("Panel") when a range of similar goods and services are required to be purchased on a continuing and regular basis.

Part of the consideration of establishing a panel includes:

- there are numerous potential suppliers in the local and regional procurement related market sector(s) that satisfy the test of 'value for money';
- the purchasing activity under the intended Panel is assessed as being of a low to medium risk;
- the Panel will streamline and will improve procurement processes; and
- the Shire has the capability to establish a Panel, and manage the risks and achieve the benefits expected of the proposed Panel through a Contract Management Plan.

3.2. ESTABLISHING AND MANAGING A PANEL

If the Shire decides that a Panel is to be created, it will establish the panel in accordance with the Regulations.

Panels will be established for one supply requirement, or a number of similar supply requirements under defined categories. This will be undertaken through an invitation procurement process advertised via a state-wide notice.

Panels may be established for a maximum of three (3) years. The length of time of a Local Panel is decided with the approval of the CEO

Evaluation criteria will be determined and communicated in the application process by which applications will be assessed and accepted.

In each invitation to apply to become a pre-qualified supplier, the Shire will state the expected number of suppliers it intends to put on the panel.

If a Panel member leaves the Panel, the Shire will consider replacing that organisation with the next ranked supplier that meets/exceeds the requirements in the value for money assessment – subject to that supplier agreeing. The Shire will disclose this approach in the detailed information when establishing the Panel.

A Panel contract arrangement needs to be managed to ensure that the performance of the Panel Contract and the Panel members under the contract are monitored and managed. This will ensure that risks are managed and expected benefits are achieved. A Contract Management Plan should be established that outlines the requirements for the Panel Contract and how it will be managed.

3.3. DISTRIBUTING WORK AMONGST PANEL MEMBERS

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel of pre-qualified suppliers, the detailed information associated with each invitation to apply to join the Panel will prescribe one of the following as to whether the Shire intends to:

- obtain quotations from each pre-qualified supplier on the Panel with respect to all discreet purchases; or
- purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- develop a ranking system for selection to the Panel, with work awarded in accordance with the Regulations.

In considering the distribution of work among Panel members, the detailed information will also prescribe whether:

- each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work. Contracts under the pre-qualified panel will be awarded on the basis of value for money in every instance; or

- work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under Regulation 24AD(5)(f) when establishing the Panel. The Shire will invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken. Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a Panel member accepts a Contract. Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods/services under the Panel, the Shire may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 1.4.3 of this Policy. When a ranking system is established, the Panel will not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

3.4. PURCHASING FROM THE PANEL

The invitation to apply to be considered to join a panel of pre-qualified suppliers must state whether quotations are either to be invited to every Panel member (within each category, if applicable) of the Panel for each purchasing requirement, whether a ranking system is to be established, or otherwise.

Each quotation process, including the invitation to quote, communications with Panel members, quotations received, evaluation of quotes and notification of award communications can be made through eQuotes (or other nominated electronic quotation facility).

Each quotation process, including the invitation to quote, communications with Panel members, quotations received, evaluation of quotes and notification of award communications must all be captured on the Shire's electronic records system. A separate file is to be maintained for each quotation process made under each Panel that captures all communications between the Shire and Panel members.

4. PURCHASING POLICY NON-COMPLIANCE

Purchasing Activities are subject to financial and performance audits, which review compliance with legislative requirements and also compliance with the Shire's policies and procedures.

A failure to comply with the requirements of this policy will be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- an opportunity for additional training to be provided;
- a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994;
- misconduct in accordance with the Corruption, Crime and Misconduct Act 2003.

5. RECORD KEEPING

All purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire of Yilgarn's Record Keeping Plan. This includes those with organisations involved in a tender or quotation process, including suppliers.

Attachment

9.2.1

Financial
Statements
April 2020



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

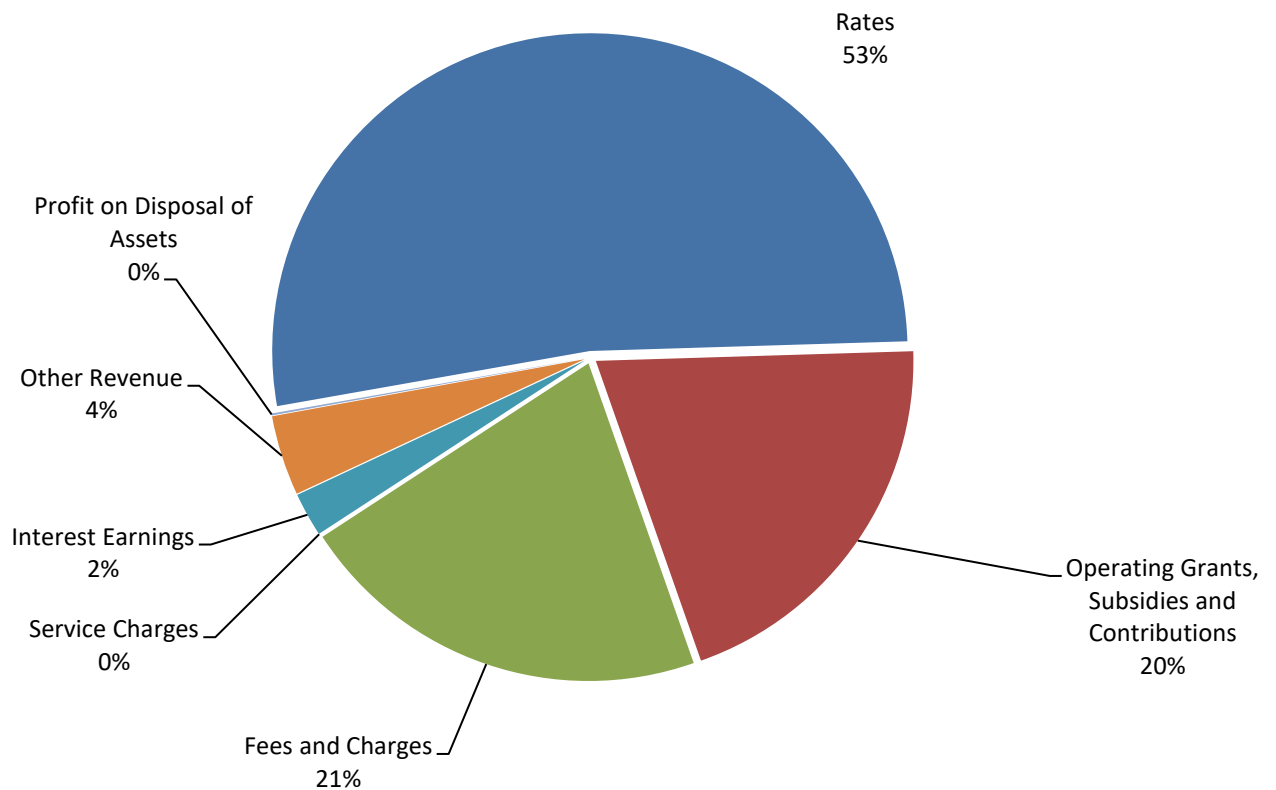
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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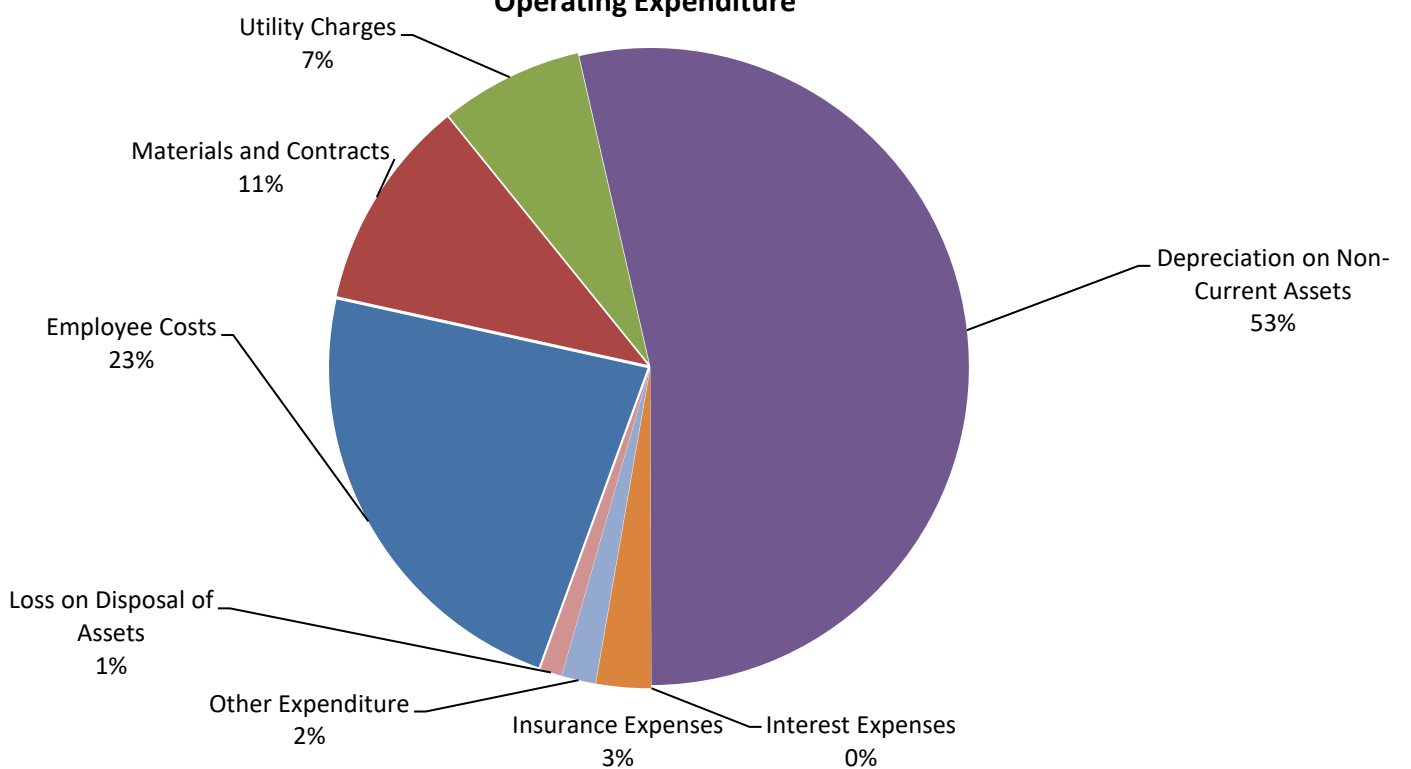
Monthly Summary Information	2 - 3
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SHIRE OF YILGARN
Information Summary
For the Period Ended 30 April 2020

Operating Revenue



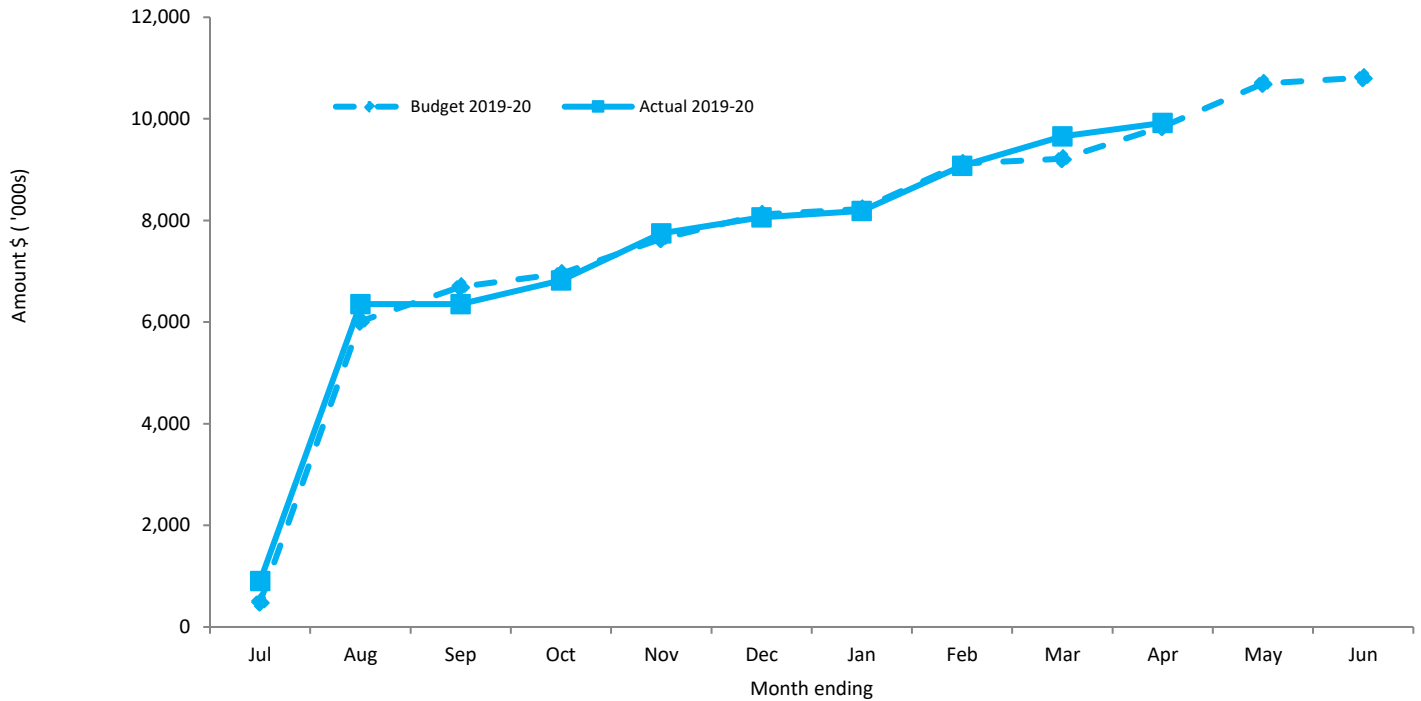
Operating Expenditure



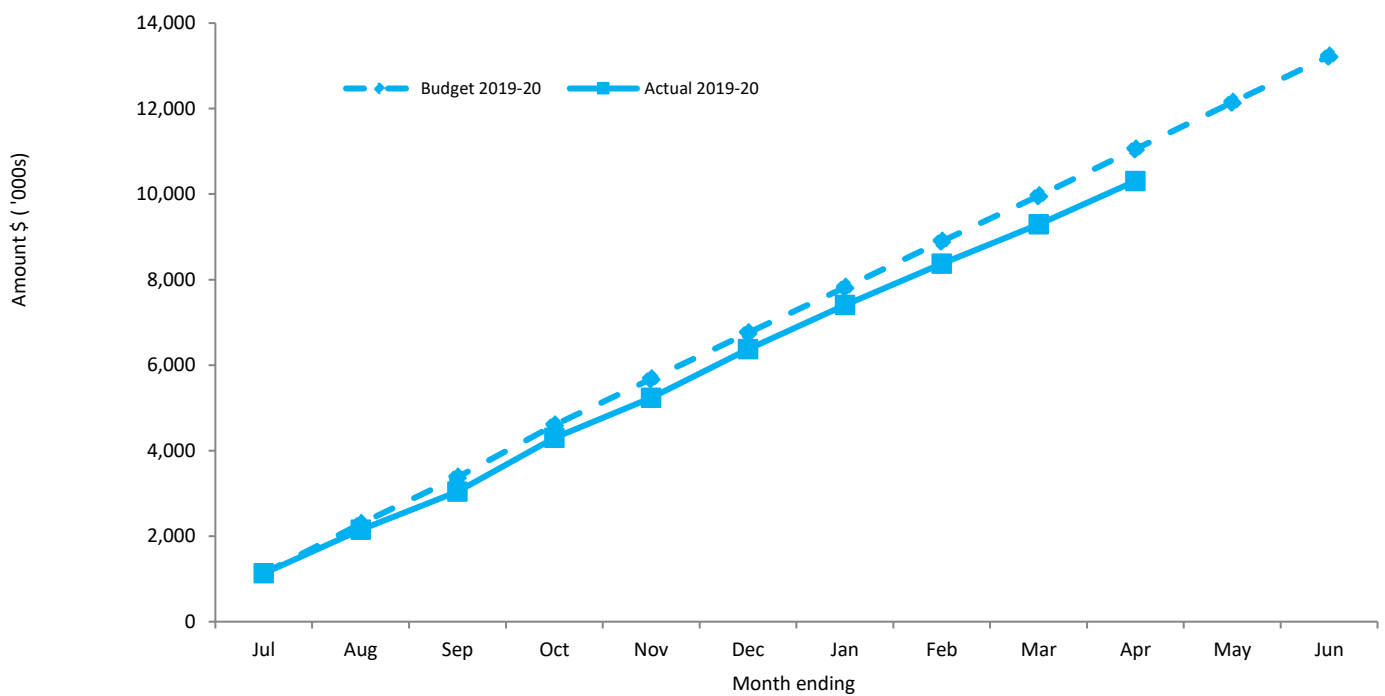
This information is to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF YILGARN
Information Summary
For the Period Ended 30 April 2020

Budget Operating Revenues -v- Actual (Refer Note 2)



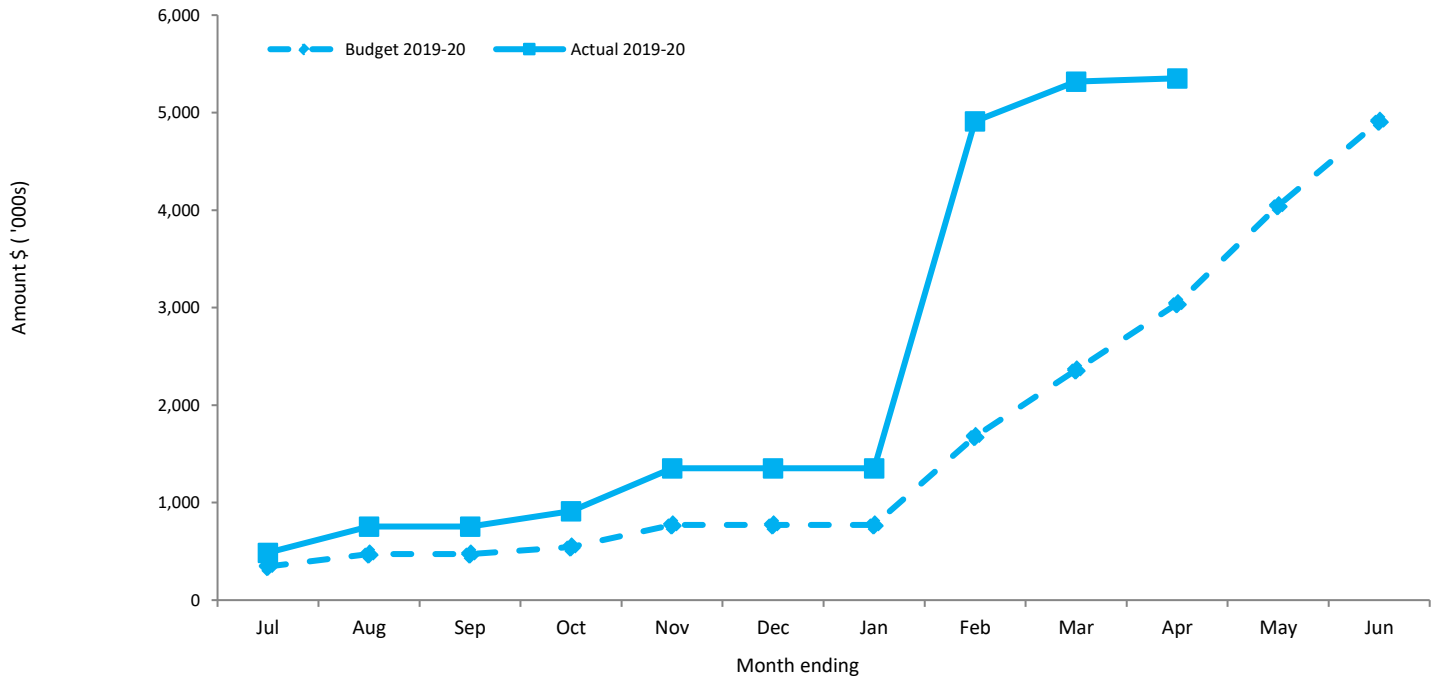
Budget Operating Expenses -v- YTD Actual (Refer Note 2)



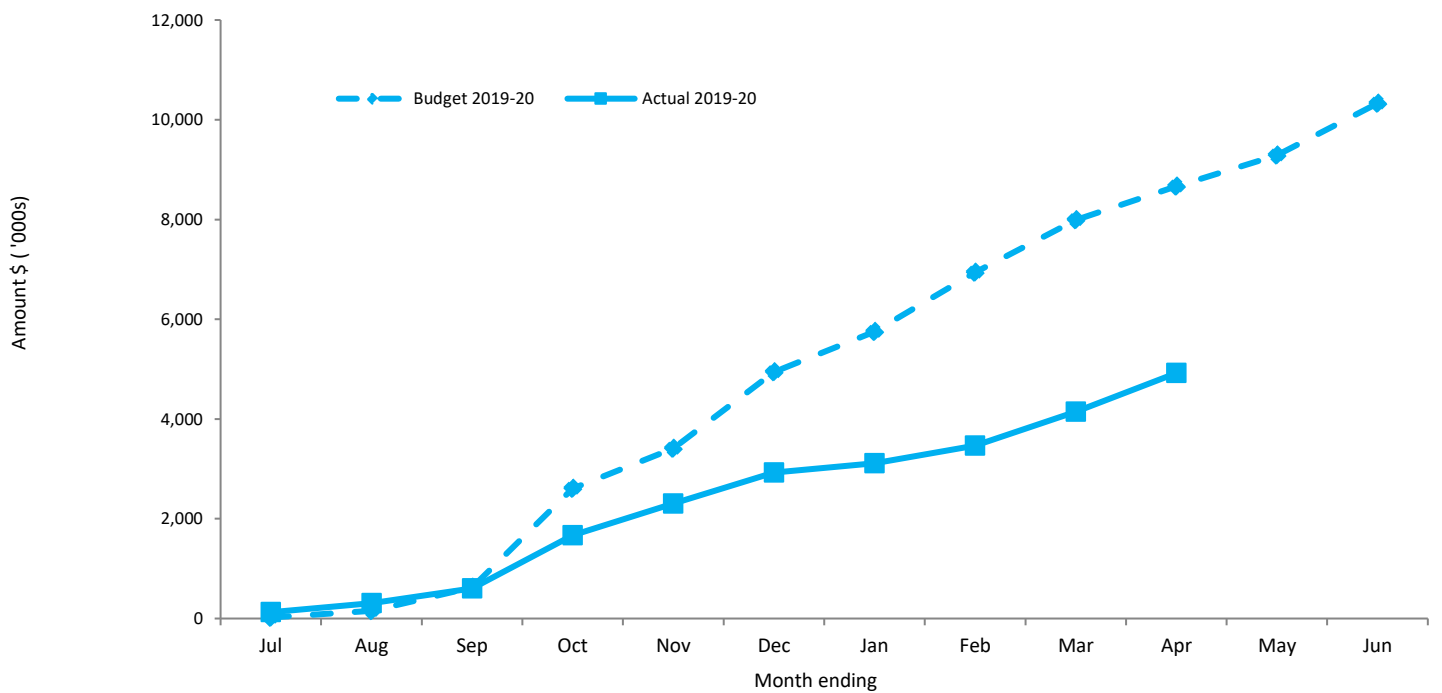
This information is to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF YILGARN
Information Summary
For the Period Ended 30 April 2020

Budget Capital Revenue -v- Actual (Refer Note 2)



Budget Capital Expenses -v- Actual (Refer Note 2)



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

SHIRE OF YILGARN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 April 2020

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	3	3,482,496	3,482,496	6,897,893	3,415,397	98%	
Revenue from operating activities							
Governance		0	0	182	182		
General Purpose Funding		5,741,308	5,335,659	5,242,385	(93,274)	(2%)	
Law, Order and Public Safety		73,567	57,953	87,736	29,783	51%	
Health		1,000	830	1,609	779	94%	
Education and Welfare		175,932	138,879	160,903	22,024	16%	
Housing		78,000	64,980	68,910	3,930	6%	
Community Amenities		680,544	663,744	629,956	(33,788)	(5%)	
Recreation and Culture		60,700	59,350	18,751	(40,599)	(68%)	▼
Transport		78,900	64,730	25,123	(39,607)	(61%)	▼
Economic Services		768,807	657,321	1,109,882	452,561	69%	▲
Other Property and Services		135,464	113,790	330,713	216,923	191%	▲
		7,794,222	7,157,236	7,676,150			
Expenditure from operating activities							
Governance		(495,627)	(406,475)	(403,951)	(2,524)	(1%)	
General Purpose Funding		(304,155)	(253,599)	(199,892)	(53,707)	(21%)	▼
Law, Order and Public Safety		(512,919)	(427,220)	(404,875)	(22,345)	(5%)	
Health		(282,389)	(235,430)	(213,704)	(21,726)	(9%)	
Education and Welfare		(546,516)	(455,240)	(371,549)	(83,691)	(18%)	▼
Housing		(376,542)	(314,718)	(236,398)	(78,320)	(25%)	▼
Community Amenities		(1,130,688)	(945,513)	(711,113)	(234,400)	(25%)	▼
Recreation and Culture		(1,887,842)	(1,562,530)	(1,334,196)	(228,334)	(15%)	▼
Transport		(6,410,361)	(5,361,047)	(5,000,364)	(360,683)	(7%)	
Economic Services		(1,197,851)	(998,914)	(1,272,736)	273,822	27%	
Other Property and Services		(80,327)	(89,830)	(155,895)	66,065	74%	
		(13,225,217)	(11,050,516)	(10,304,673)			
Operating activities excluded from budget							
Add back Depreciation		6,661,650	5,551,280	5,507,094	(44,186)	(1%)	
Adjust (Profit)/Loss on Asset Disposal	8	4,050	4,050	106,503	102,453	2530%	▲
Amount attributable to operating activities		1,234,705	1,662,050	2,985,075			
Investing Activities							
Non-operating Grants, Subsidies and Contributions	11	2,610,131	2,283,401	1,924,215	(359,186)	(16%)	▼
Proceeds from Disposal of Assets	8	286,500	286,500	196,273	(90,227)	(31%)	▼
Land and Buildings	13	(5,233,488)	(3,959,590)	(1,626,762)	(2,332,828)	(59%)	▼
Infrastructure Assets - Roads	13	(3,259,036)	(2,873,230)	(2,455,054)	(418,176)	(15%)	▼
Infrastructure Assets - Other	13	(3,526,352)	(2,497,692)	(1,289,429)	(1,208,263)	(48%)	▼
Plant and Equipment	13	(1,010,300)	(866,800)	(692,881)	(173,919)	(20%)	▼
Furniture and Equipment	13	(22,000)	(22,000)	(10,430)	(11,570)	(53%)	▼
Amount attributable to investing activities		(10,154,545)	(7,649,411)	(3,954,068)			
Financing Activities							
Transfer from Reserves	7	3,586,154	0	3,400,000	(3,400,000)		▲
Transfer to Reserves	7	(1,000,000)	0	(863,482)	863,482		▼
Amount attributable to financing activities		2,586,154	0	2,536,518			
Closing Funding Surplus(Deficit)	3	(2,851,190)	(2,504,865)	8,465,418			

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF YILGARN
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 April 2020

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	3	3,482,496	3,482,496	6,897,893	3,415,397	98%	
Revenue from operating activities							
Rates	9	4,018,009	4,018,009	3,971,640	(46,369)	(1%)	
Operating Grants, Subsidies and Contributions	11	1,874,419	1,462,902	1,527,650	64,748	4%	
Fees and Charges		1,329,608	1,174,018	1,608,448	434,430	37%	▲
Interest Earnings		244,799	204,000	169,950	(34,050)	(17%)	▼
Reimbursements		84,000	77,980	81,494	3,514	5%	
Other Revenue		132,637	118,447	310,103	191,656	162%	▲
Profit on Disposal of Assets	8	57,550	57,550	7,404	(50,146)	(87%)	▼
		7,741,022	7,112,906	7,676,689			▼
Expenditure from operating activities							
Employee Costs		(3,123,961)	(2,601,718)	(2,356,408)	(245,310)	(9%)	
Materials and Contracts		(2,282,429)	(1,877,045)	(1,103,593)	(773,452)	(41%)	▼
Utility Charges		(505,552)	(421,100)	(743,828)	322,728	77%	▲
Depreciation on Non-Current Assets		(6,661,650)	(5,551,280)	(5,507,094)	(44,186)	(1%)	
Insurance Expenses		(267,332)	(252,882)	(285,569)	32,687	13%	▲
Other Expenditure		(244,693)	(219,891)	(177,646)	(42,245)	(19%)	▼
Loss on Disposal of Assets	8	(61,600)	(61,600)	(113,907)	52,307	85%	▲
		(13,147,217)	(10,985,516)	(10,288,047)			
Operating activities excluded from budget							
Add back Depreciation		6,661,650	5,551,280	5,507,094	(44,186)	(1%)	
Adjust (Profit)/Loss on Asset Disposal	8	4,050	4,050	106,503	102,453	2530%	▲
Amount attributable to operating activities		1,259,505	1,682,720	3,002,240			
Investing activities							
Grants, Subsidies and Contributions	11	2,610,131	2,283,401	1,924,215	(359,186)	(16%)	▼
Proceeds from Disposal of Assets	8	286,500	286,500	196,273	(90,227)	(31%)	▼
Land and Buildings	13	(5,233,488)	(3,959,590)	(1,626,762)	(2,332,828)	(59%)	▼
Infrastructure Assets - Roads	13	(3,259,036)	(2,873,230)	(2,455,054)	(418,176)	(15%)	▼
Infrastructure Assets - Other	13	(3,526,352)	(2,497,692)	(1,289,429)	(1,208,263)	(48%)	▼
Plant and Equipment	13	(1,010,300)	(866,800)	(692,881)	(173,919)	(20%)	▼
Furniture and Equipment	13	(22,000)	(22,000)	(10,430)	(11,570)	(53%)	
Amount attributable to investing activities		(10,154,545)	(7,649,411)	(3,954,068)			
Financing Activities							
Transfer from Reserves	7	3,586,154	0	3,400,000	3,400,000		
Transfer to Reserves	7	(1,000,000)	0	(863,482)	(863,482)		
Amount attributable to financing activities		2,586,154	0	2,536,518			
Closing Funding Surplus (Deficit)	3	(2,826,390)	(2,484,195)	8,482,583			

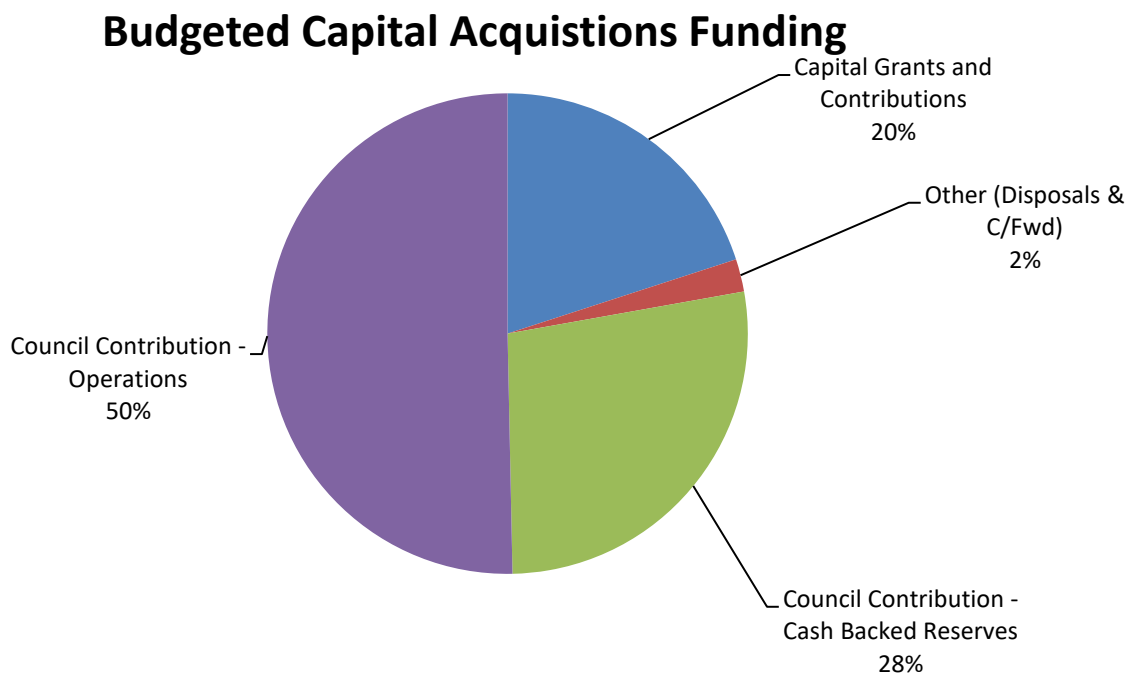
▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF YILGARN
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 30 April 2020

Capital Acquisitions

	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	Amended YTD Budget (d)	Amended Annual Budget	YTD Actual Total (c) = (a)+(b)	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	1,176,277	450,485	3,959,590	5,233,488	1,626,762	2,332,828
Infrastructure Assets - Roads	13	2,451,391	3,663	2,873,230	3,259,036	2,455,054	418,176
Infrastructure Assets - Footpaths	13	0	0	0	78,971	0	0
Infrastructure Assets - Refuse	13	18,847	0	23,415	56,200	18,847	4,568
Infrastructure Assets - Sewerage	13	16,612	0	14,580	17,500	16,612	(2,032)
Infrastructure Assets - Drainage	13	0	0	14,172	14,172	0	14,172
Infrastructure Assets - Parks & Ovals	13	0	10,786	186,240	189,509	10,786	175,454
Infrastructure Assets - Other	13	1,232,398	10,786	2,259,285	3,170,000	1,243,184	1,016,101
Plant and Equipment	13	692,881	0	866,800	1,010,300	692,881	173,919
Furniture and Equipment	13	10,430	0	10,430	22,000	10,430	0
Capital Expenditure Totals		5,598,836	475,720	10,207,742	13,051,176	6,074,556	4,133,186
Capital acquisitions funded by:							
Capital Grants and Contributions				2,283,401	2,610,131	1,923,215	
Other (Disposals & C/Fwd)				286,500	286,500	278,318	
Council Contribution - Cash Backed Reserves				2,040,000	3,586,154	3,400,000	
Council Contribution - Operations				5,597,841	6,568,391	473,023	
Capital Funding Total				10,207,742	13,051,176	6,074,556	



SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 1: Significant Accounting Policies

(a) Basis of Accounting

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

Critical Accounting Estimates

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

(b) The Local Government Reporting Entity

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

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

(f) Cash and Cash Equivalents

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

(g) Trade and Other Receivables

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

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

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

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 1: Significant Accounting Policies

(i) Fixed Assets

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

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 10 years
Sealed roads and streets	
formation	not depreciated
pavement	50 years
seal	
bituminous seals	30 years
asphalt surfaces	25 years
Gravel Roads	
formation	not depreciated
pavement	50 years
gravel sheet	15 years
Formed roads	
formation	not depreciated
pavement	50 years
Footpaths - slab	12 years
Sewerage piping	50 years
Water supply piping & drainage systems	50 years
Airfields and runways	30 years
Refuse disposal sites	not depreciated

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(l) Employee Benefits

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

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

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

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

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

(m) Interest-bearing Loans and Borrowings

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

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 1: Significant Accounting Policies

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

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

(o) Current and Non-Current Classification

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

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 1: Significant Accounting Policies

Interest expenses

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

Other expenditure

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

(r) Program Classifications (Function/Activity)

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

GOVERNANCE

Objective:

To provide a decision making process for the efficient allocation of scarce resources.

Activities:

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING

Objective:

To collect revenue to allow for the provision of services.

Activities:

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Objective:

To provide services to help ensure a safer and environmentally conscious community.

Activities:

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

HEALTH

Objective:

To provide an operational framework for environmental and community health.

Activities:

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.

EDUCATION AND WELFARE

Objective:

To provide services to disadvantaged persons, the elderly, children and youth.

Activities:

Maintenance of child minding centre, playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.

HOUSING

Objective:

To provide and maintain elderly residents housing.

Activities:

Provision and maintenance of elderly residents housing.

COMMUNITY AMENITIES

Objective:

To provide services required by the community.

Activities:

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

RECREATION AND CULTURE

Objective:

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Activities:

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

TRANSPORT

Objective:

To provide safe, effective and efficient transport services to the community.

Activities:

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 1: Significant Accounting Policies

ECONOMIC SERVICES

Objective:

To help promote the shire and its economic wellbeing.

Activities:

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.

OTHER PROPERTY AND SERVICES

Objective:

To monitor and control Shire overheads operating accounts.

Activities:

Private works operation, plant repair and operation costs and engineering operation costs.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 2: Explanation of Material Variances

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2019/20year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Recreation and Culture	(40,599)	(68%)	▼	Timing	Moorine Rock Tennis Court Upgrades yet to Commence as such recoup not yet claimed
Transport	(39,607)	(61%)	▼	Timing	More Commissions from DPI Licensing and Street Light Grant yet to be received.
Economic Services	452,561	69%	▲	Permanent	Greater than expected recoup of Standpipe Water usage by (\$146973)
Other Property and Services	216,923	191%	▲	Timing	Refunds - Insurance, LSL and reimbursements not budgeted for
Operating Expense					
General Purpose Funding	(53,707)	(21%)	▼	Timing	Schedule wide expenditure unders
Education and Welfare	(83,691)	(18%)	▼	Timing	Schedule wide expenditure unders
Housing	(78,320)	(25%)	▼	Timing	Schedule wide expenditure unders
Community Amenties	(234,400)	(25%)	▼	Timing	Schedule wide expenditure unders
Recreation and Culture	(228,334)	(15%)	▼	Timing	Schedule wide expenditure unders
Capital Revenues					
Grants, Subsidies and Contributions	(359,186)	(16%)	▼	Timing	Grant for Swimming Pool and fire Shed Reconstruction yet to be received
Proceeds from Disposal of Assets	(90,227)	(31%)	▼	Timing	Replacement Plant on order, yet to be received
Capital Expenses					
Proceeds from Disposal of Assets	(90,227)	(31%)	▼	Timing	Replacement Plant on order, yet to be received
Land and Buildings	(2,332,828)	(59%)	▼	Timing	Swimming Pool construction minor delays.
Infrastructure - Roads	(418,176)	(15%)	▼	Timing	Sealing program underway.
Infrastructure - Other	(1,208,263)	(48%)	▼	Timing	Swimming Pool construction minor delays.
Plant and Equipment	(173,919)	(20%)	▼	Timing	Replacement Plant on order, yet to be received

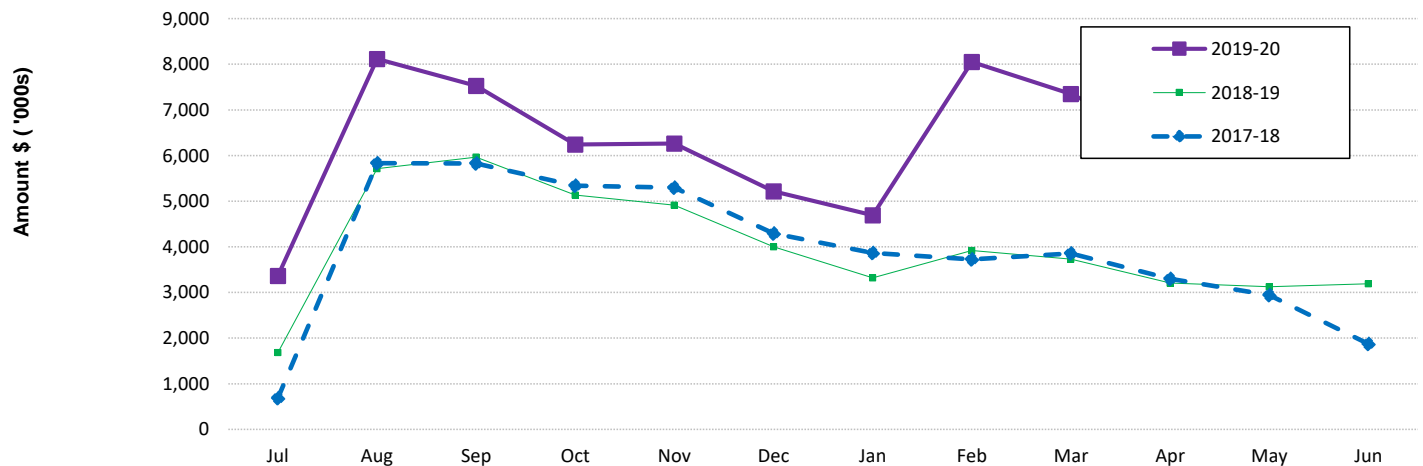
SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 3: Net Current Funding Position

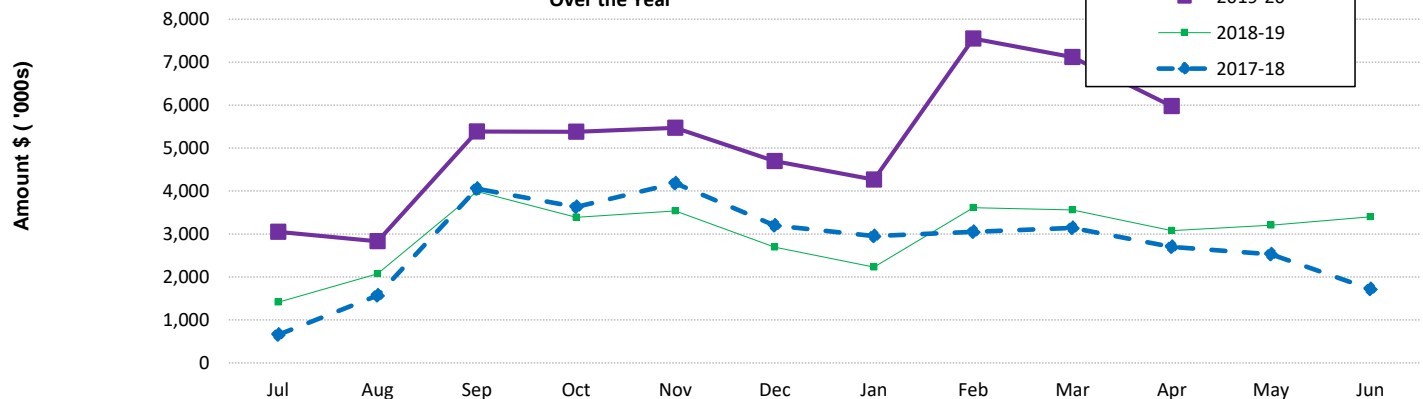
Positive=Surplus (Negative=Deficit)

	Note	Last Years Closing 30 Jun 2019	This Time Last Year 01 May 2019	Current 30 Apr 2020
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	3,400,902	3,202,781	5,978,453
Cash Restricted	4	6,581,762	5,634,968	4,045,244
Receivables - Rates	6	489,049	474,364	612,528
Receivables - Other	6	62,213	42,165	272,024
Interest/ATO Receivable/Trust		53,653	(0)	76,161
Loans Receivable-Clubs/Institutions		6,000	0	6,000
Inventories		29,909	27,725	21,575
		10,623,487	9,382,002	11,011,984
Less: Current Liabilities				
Payables		(312,267)	(160,874)	(125,396)
Provisions		(537,257)	(271,371)	(242,604)
		(849,524)	(432,245)	(368,000)
Less: Cash Reserves	7	(6,581,762)	(5,634,968)	(4,045,244)
Add back Leave Reserve		290,294	203,229	294,653
Net Current Funding Position		3,482,496	3,518,018	6,897,893

Note 3 - Liquidity Over the Year



Note 3 - Unrestricted Cash Over the Year



SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 4: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Muni Funds - Bank Working Acc	34,377			34,377	Westpac	0.01%	At Call
Muni Funds - Bank Investment Acc	2,765,905			2,765,905	Westpac	0.05%	At Call
Trust Fund Bank			211,091	211,091	Westpac	0.01%	At Call
Cash On Hand	1,350			1,350			
(b) Term Deposits							
Muni Funds - Notice Saver (31 Days)	3,176,821			3,176,821	Westpac	1.15%	31 Days from Call
Reserve Funds - Notice Saver (90 Days)		4,045,244		4,045,244	Westpac	1.25%	90 Days from Call
Total	5,978,453	4,045,244	211,091	10,234,787			

Comments/Notes - Investments

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 5: Budget Amendments

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	
				\$	\$	\$	\$	
	Budget Adoption				81,808		81,808	
	Nil							
	Changes Due to Timing						0	
	Nil							
Budget Amendments Resulting From Review								
CRF01	CRF - Bodallin South Rd - Construct to 7m Seal - SLK 2.7 - 4.9 (19/21)	215/2019	Capital Expenses			406,367	(406,367)	
R12111	Commodity Route Funding	215/2019	Capital Revenue		406,367		406,367	
<u>03. General Purpose Funding</u>								
R03200	Grants Commission General	215/2019	Operating Revenue			45,000	(45,000)	Greater than 50% prepayment made in prior year
R03201	Grants Commission Roads	215/2019	Operating Revenue			105,000	(105,000)	Greater than 50% prepayment made in prior year
<u>04. Governance</u>								
E04123	Ict - Councillors	215/2019	Operating Expenses			3,700	(3,700)	Newly Elected Councillor iPads
<u>09. Housing</u>								
E09413	120 Antares Street - Land & Buildings Capital	215/2019	Capital Expenses		20,806		20,806	Works completed under Maintenance
<u>10. Community Amenities</u>								
E10450	Marvel Loch Sewerage Scheme - Infrastructure Capital	215/2019	Capital Expenses		10,500		10,500	Works completed under Maintenance
J10601	Australia Day Celebrations	215/2019	Operating Expenses			3,000	(3,000)	Increased Scope of Activities due to Pool Closure
J10605	Community Development - General	215/2019	Operating Expenses			8,000	(8,000)	Additional Events and Shows
E10610	Town Planning Scheme - Other	215/2019	Operating Expenses			5,000	(5,000)	Costs associated with Subdivision of 50 Antares St
<u>11. Recreation & Culture</u>								
J11151	Southern Cross War Memorial - Infrastructure Capital	215/2019	Capital Expenses			15,000	(15,000)	Greater than anticipated Quotation Value
E11212	Swimming Pool Water	215/2019	Operating Expenses			4,500	(4,500)	Half Pool season due to delayed Construction
E11213	Swimming Pool Electricity	215/2019	Operating Expenses			3,000	(3,000)	Half Pool season due to delayed Construction
E11214	Swimming Pool Chemicals/Gas	215/2019	Operating Expenses			1,200	(1,200)	Half Pool season due to delayed Construction
J11201	Swimming Pool maintenance	215/2019	Operating Expenses			5,000	(5,000)	Half Pool season due to delayed Construction
J11316	Marvel Loch Townsite Maintenance	215/2019	Operating Expenses			60,000	(60,000)	Contribution to Fencing & Demolition of Derelict House

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 5: Budget Amendments

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	
J11330	Playground Equipment - Constellation Park - Infrastructure Capital	215/2019	Capital Expenses			120,000	(120,000)	Increased scope of works
J11502	Yilgarn History Museum - Land & Buildings Capital	215/2019	Capital Expenses			10,000	(10,000)	Increased cost or remedial works
<u>12. Transport</u>								
J12300	DEPOT - PLANT & EQUIPMENT CAPITAL	215/2019	Capital Expenses			35,500	(35,500)	Installation of Secure Diesel Bowser
<u>13. Economic Services</u>								
E13701	Skeleton Weed Coordinator Salary	215/2019	Operating Revenue		43,637		43,637	Transfer from unspent grants held in Trust
R13750		215/2019	Capital Expenses	47,000			0	Item purchased in prior year resulting in lower CF \$
<u>14. Other Property & Services</u>								
E14212	Training	215/2019	Operating Expenses			15,000	(15,000)	Increase in Training Requirements
E14642	11 Antares Street Shop Front - Maintenance	215/2019	Operating Expenses		24,000		24,000	Less Maint Exp required due to increased Cap Exp
J14603	11 Antares Street - Land & Buildings Capital	215/2019	Capital Expenses			60,500	(60,500)	Capital expenditure required to lease 2 spaces
E14653	Digital Infrastructure Upgrade - Capital	215/2019	Capital Expenses			30,000	(30,000)	Improvements to Depot / CP wireless connection
Amended Budget Cash Position as per Council Resolution				47,000	587,118	935,767	(348,649)	

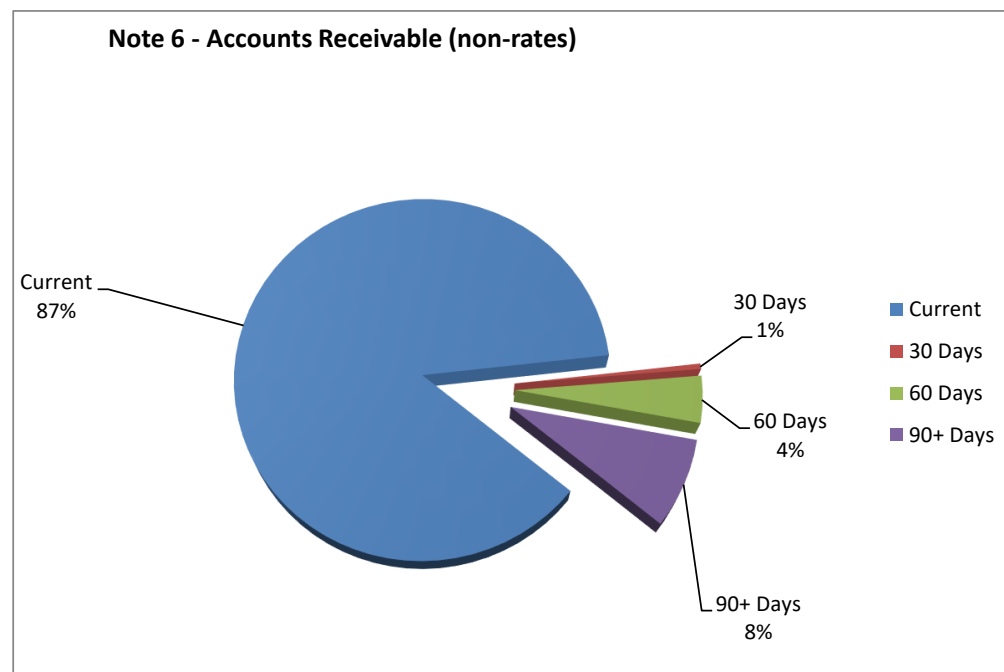
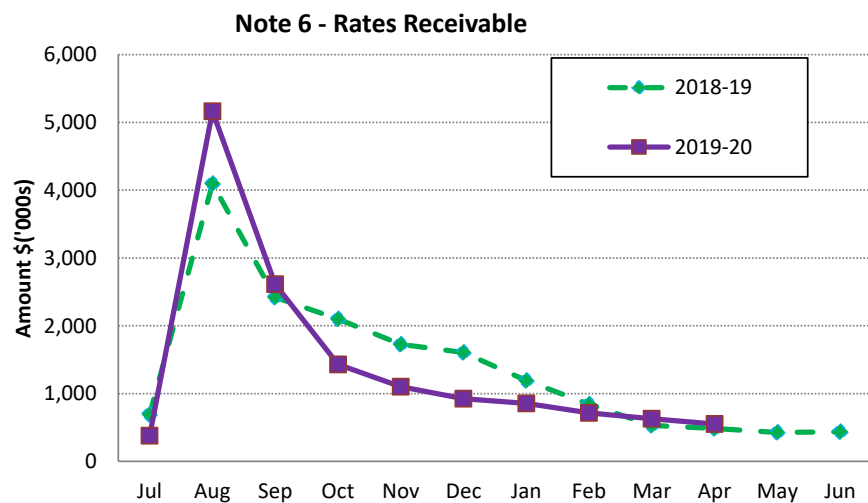
SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 6: Receivables

Receivables - Rates Receivable	30 Apr 2020	30 June 2019
	\$	\$
Opening Arrears Previous Years	489,049	0
Levied this year	4,118,115	3,901,988
<u>Less</u> Collections to date	(3,992,549)	(3,412,939)
Equals Current Outstanding	614,615	489,049
Net Rates Collectable	614,615	489,049
% Collected	86.66%	87.47%

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	237,739	1,322	11,344	21,619	272,024
Balance per Trial Balance					
Sundry Debtors					272,024
Receivables - Other					0
Total Receivables General Outstanding					272,024

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

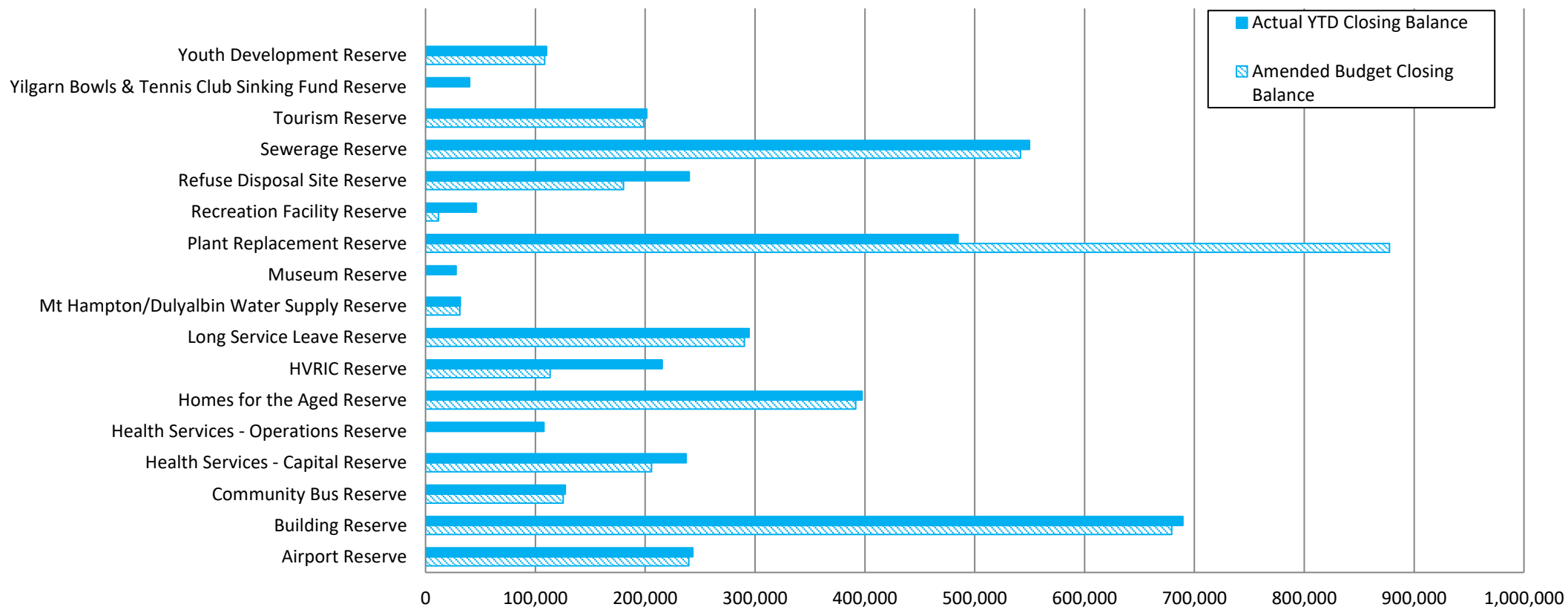
SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 7: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Airport Reserve	239,753	0	3,600	0	0	0	0	239,753	243,353
Building Reserve	679,390	0	10,201	0	0	0	0	679,390	689,591
Community Bus Reserve	125,339	0	1,882	0	0	0	0	125,339	127,221
Health Services - Capital Reserve	233,803	0	3,511	0	0	(28,000)	0	205,803	237,314
Health Services - Operations Reserve	0	0	708	0	107,093	0	0	0	107,801
Homes for the Aged Reserve	391,595	0	5,880	0	0	0	0	391,595	397,475
HVRIC Reserve	215,451	0	0	0	0	(101,954)	0	113,497	215,451
Long Service Leave Reserve	290,294	0	4,359	0	0	0	0	290,294	294,653
Mt Hampton/Dulyalbin Water Supply Reserve	31,277	0	470	0	0	0	0	31,277	31,747
Museum Reserve	0	0	183	0	27,696	0	0	0	27,879
Plant Replacement Reserve	477,612	0	7,172	400,000	0	0	0	877,612	484,783
Recreation Facility Reserve	2,811,956	0	34,169	600,000	600,000	(3,400,000)	(3,400,000)	11,956	46,125
Refuse Disposal Site Reserve	236,542	0	3,552	0	0	(56,200)	0	180,342	240,094
Sewerage Reserve	541,713	0	8,134	0	0	0	0	541,713	549,847
Tourism Reserve	198,517	0	2,981	0	0	0	0	198,517	201,498
Yilgarn Bowls & Tennis Club Sinking Fund Reserve	0	0	265	0	39,997	0	0	0	40,262
Youth Development Reserve	108,521	0	1,630	0	0	0	0	108,521	110,151
	6,581,762	0	88,696	1,000,000	774,786	(3,586,154)	(3,400,000)	3,995,608	4,045,244

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 7 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 8: Disposal of Assets

Asset Number	Asset Description	YTD Actual				Amended Budget			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and Equipment								
1851	LOADER - SKID STEER - CAT - YL5302					85,000	30,000		(55,000)
1876	ROLLER - CAT VIBRATORY - YL595	101,609	53,500		(48,109)	191,500	45,000		(146,500)
1877	TRUCK - 2012 MITSUBISHI 8 WHEEL TIP - YL698	100,608	70,000		(30,608)	219,000	60,000		(159,000)
1891	UTE - MAZDA BT-50 - BUILDER	17,803	16,182		(1,621)	17,500	16,200		(1,300)
2004	CAR - 2016 TOYOTA CAMRY ALTISE -YL290	32,033	12,045		(19,988)	26,000	12,000		(14,000)
2008	UTE - 2016 TOYOTA HILUX 2.8 DIESEL 4x4 - YL121	18,521	12,045		(6,476)	32,500	20,000		(12,500)
2009	UTE - 2016 TOYOTA LANDCRUISER 70 SERIES SINGLE CAB - YL333	41,687	49,091	7,404		24,600	38,000	13,400	
2014	WAGON - 2016 TOYOTA KLUGER AWD V6 WAGON A/T GXL - YL50	54,086	29,091		(24,995)	24,000	28,500	4,500	
2016	2017- TOYOTA HILUX 4x4 2.8L DSL D/C 6AT SR5 - YL150	38,462	36,364		(2,098)	26,400	32,500	6,100	
		404,809	278,318	7,404	(133,895)	646,500	282,200	24,000	(388,300)

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 9: Rating Information

	Rate in	Number of Properties	Rateable Value	YTD Actual			Total Revenue	Amended Budget			Total Revenue
				Rate Revenue	Interim Rates	Back Rates		Rate Revenue	Interim Rate	Back Rate	
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
Non - Rateable	0.0000	129	324,916	0	0	0	0	0	0	0	0
GRV - Residential/Industrial	11.2332	509	3,565,582	382,754	0	0	382,754	383,250	0	0	383,250
GRV - Commercial	7.9074	42	1,010,886	77,588	0	0	77,588	78,349	0	0	78,349
GRV - Minesite	15.8148	7	531,973	83,750	0	0	83,750	83,750	0	0	83,750
GRV - Single Persons Quarters	15.8148	12	781,934	123,491	0	0	123,491	123,493	0	0	123,493
UV - Rural	1.7575	398	104,207,876	1,826,109	5,642	0	1,831,751	1,826,358	0	0	1,826,358
UV - Mining Tenement	17.3923	583	8,618,039	1,415,761	(35,281)	0	1,380,480	1,451,040	0	0	1,451,040
Sub-Totals		1,551	119,041,206	3,909,453	(29,639)	0	3,879,814	3,946,240	0	0	3,946,240
Minimum Payment	Minimum										
	\$										
GRV - Residential/Industrial	500.00	117	153,808	58,000	0	0	58,000	58,500	0	0	58,500
GRV - Commercial	400.00	7	20,061	2,800	0	0	2,800	2,800	0	0	2,800
GRV - Minesite	400.00	3	2,408	1,200	0	0	1,200	1,200	0	0	1,200
GRV - Single Persons Quarters	400.00	2	1,075	800	0	0	800	800	0	0	800
UV - Rural	400.00	39	289,145	16,400	0	0	16,400	15,600	0	0	15,600
UV - Mining Tenement	400.00	248	275,026	96,215	(3,385)	0	94,803	99,600	0	0	99,600
Sub-Totals		416	741,523	175,415	(3,385)	0	174,003	178,500	0	0	178,500
		1,967	119,782,729	4,084,868	(33,024)	0	4,053,817	4,124,740	0	0	4,124,740
Concession							(146,476)				(140,000)
Amount from General Rates							3,907,341				3,984,740
Ex-Gratia Rates							33,248				33,270
							3,940,589				4,018,010

Comments - Rating Information

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 10: Information on Borrowings

(a) Debenture Repayments

The Shire of Yilgarn has no loan borrowings in 2019/20.

(b) New Debentures

The Shire of Yilgarn has not budgeted to raise any new budgeted funds during 2019/20.

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 11: Grants and Contributions

	Grant Provider	Type	Opening Balance (a)	Amended Budget Operating	Capital	YTD Budget	Annual Budget (d)	Expected (d)+(e)	YTD Actual Revenue	(Expended) (c)	Unspent Grant (a)+(b)+(c)
				\$	\$	\$			\$	\$	\$
General Purpose Funding											
Grants Commission - General	WALGGC	Operating	0	790,000	0	592,500	790,000	790,000	586,948	(586,948)	0
Grants Commission - Roads	WALGGC	Operating	0	660,000	0	495,000	660,000	660,000	494,216	(494,216)	0
Law, Order and Public Safety											
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Operating - Tied	0	54,967	0	41,223	54,967	54,967	80,273	(80,273)	0
FESA Grant - Capital Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Non-operating	0	0	47,000	47,000	47,000	47,000	0	0	0
Education & Welfare											
DRD Grant - Community Resource Centre Operations	Regional Development	Operating - Tied	0	102,252	0	76,689	102,252	102,252	102,252	(102,252)	0
Centrelink Commissions	Centrelink	Operating	0	5,000	0	5,000	5,000	5,000	6,614	(6,614)	0
Sport & Recreation Grant - Kidsport	Dept. Sport & recreation	Operating - Tied	0	1,000	0	830	1,000	1,000	0	0	0
Grant - Seniors Week	Council on the Aged	Operating - Tied	0	800	0	660	800	800	0	(11)	0
Community Amenities											
Grants - Various Community Development Programs	Various	Operating	Various	1,000	0	1,000	1,000	1,000	0	(11)	0
Recreation and Culture											
Sport & Recreation Grant - Swimming Pool	Dept. Sport & recreation	Non-operating	175,000	0	525,000	525,000	525,000	525,000	0	0	175,000
Transport											
Main Roads - Direct Grant	Main Roads WA	Non-operating	0	0	345,050	345,050	345,050	345,050	345,050	(345,050)	0
HVRIC - WA Salt	WA Salt	Non-operating	0	0	45,000	45,000	45,000	45,000	54,650	0	54,650
Roads To Recovery Grant - Cap	Roads to Recovery	Non-operating	0	0	906,911	580,181	906,911	906,911	782,345	(782,345)	0
RRG Grants - Capital Projects	Regional Road Group	Non-operating	0	0	741,170	741,170	741,170	741,170	741,170	(741,170)	0
								0	0	0	0
Economic Services											
Skeleton Weed LAG Program	State Skeleton Weed Committee	Operating - Tied	72,121	250,000	0	250,000	250,000	250,000	250,000	(246,080)	76,041
TOTALS			247,121	1,865,019	2,610,131	3,746,303	4,475,150	4,475,150	3,443,518	(3,393,473)	305,691
SUMMARY											
Operating	Operating Grants, Subsidies and Contributions		0	1,456,000	0	1,093,500	1,456,000	1,456,000	1,087,778	(1,087,789)	0
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions		72,121	409,019	0	369,402	409,019	409,019	432,525	(437,119)	76,041
Non-operating	Non-operating Grants, Subsidies and Contributions		175,000	0	2,610,131	2,283,401	2,610,131	2,610,131	1,923,215	(1,868,565)	229,650
TOTALS			247,121	1,865,019	2,610,131	3,746,303	4,475,150	4,475,150	3,443,518	(3,393,473)	305,691

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020














Note 12: Trust Fund

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2019	Amount Received	Amount Paid	Closing Balance 30 Apr 2020
	\$	\$	\$	\$
Police Licensing	5,757	415,471	(415,552)	5,676
Builders Levy	6,597	22,497	(3,264)	25,830
Transwa Bookings	2,979	7,739	(7,673)	3,045
Staff Personal Dedns	42,307	30,030	(33,488)	38,849
Housing Tenancy Bonds	11,620	2,000	(3,260)	10,360
Security Key System - Key Bonds	50	0	0	50
Skeleton Weed	53,887	0	(43,638)	10,249
Clubs & Groups	789	3,860	(4,430)	219
Third Party Contributions	6,338	145	(190)	6,293
Rates Overpaid	17,655	6,100	(9,825)	13,930
SXFC Sinking Fund	3,000	1,000	(4,000)	0
	316,407	601,322	(700,426)	217,303









SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
 Level of completion indicator, please see table at the end of this note for further detail.								
Land & Buildings								
Law & Order								
 Fire Shed Construction - Land & Building Capital - Mt Hampton Fire Appl Shed	E05252	(25,679)	(25,679)	(51,358)	(47,000)	(47,000)	(4,358)	
Law & Order Total		(25,679)	(25,679)	(51,358)	(47,000)	(47,000)	(4,358)	
Health								
Medical Services								
 Medical Centre - Land & Building Capital	E07451	0	(12,185)	(12,185)				
 Install Automatic Doors		0	0	0	(20,000)	0	0	
 New Cabinetry in Treatment Room		0	0	0	(8,000)	0	0	
Health Total		0	(12,185)	(12,185)	(28,000)	0	0	
Housing								
 2 Libra Place - Electrical Rewire - Full House	E09251	0	0	0	0	0	0	
 120 Antares Street -Replace North side of Asbestos Fence	E09413	0	0	0	0	0	0	
 91A Antares Street - Update Kitchen & Bath, Paint and Replace Floor coverings	E09551	0	0	0	0	0	0	
Housing Total		0	0	0	0	0	0	
Community Amenities								
 Construction of Public Toilets - Construction Unisex Toilet Constellation Park	E10750	(28,939)	0	(28,939)	(30,000)	(30,000)	1,061	
 Reserve 9895(Old Shire Depot) Men's Shed -Install Kitchenette	J10712	(7,947)	0	(7,947)	(16,878)	(16,878)	8,931	
Community Amenities Total		(36,886)	0	(36,886)	(46,878)	(46,878)	9,992	
Recreation And Culture								
Swimming Areas and Beaches								
 Swimming Pool - Land & Building Capital - Facility Design & Project Management	E11250	(708,287)	0	(708,287)	(1,434,682)	(1,076,010)	367,723	
 Swimming Pool - Infrastructure Capital	E11251	(367,217)	0	(367,217)	(2,960,000)	(2,114,285)	1,747,068	
Other Recreation & Sport								
 Yilgarn Bowls & Tennis Club - Land & Building Capital - Replace Soft Fall Surface	E11341	0	(54,870)	(54,870)	(50,000)	(50,000)	(4,870)	



















SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
 SX Sports Complex Building - Replace Asbestos Roof, Various internal Repairs	SPRT10	0	(290,678)	(290,678)	(365,059)	(365,059)	74,381	
Heritage								
 Yilgarn History Museum - Replace Toilet with Ambulant Toilet, paint rooms	J11502	0	(15,646)	(15,646)	(116,016)	(116,016)	100,370	
Recreation And Culture Total	re Total	(1,075,504)	(361,194)	(1,436,698)	(4,925,757)	(3,721,370)	2,284,672	
Transport								
 Depot - Capital Works - Upgrade Nursery Shed, Old Depot Office Painting	J14602	0	(35,595)	(35,595)	(64,773)	(64,773)	29,178	
Transport Total		0	(35,595)	(35,595)	(64,773)	(64,773)	29,178	
Economic Services								
 Caravan Park Improvements	J13203	(38,208)	0	(38,208)	(79,576)	(79,569)	41,361	
Economic Services Total		(38,208)	0	(38,208)	(79,576)	(79,569)	41,361	
Other Property & Services								
 Administration Centre - Land & Building - Replace Facades & Exterior Paint	J14601	0	(15,832)	(15,832)	(41,504)	0	(15,832)	
Other Property & Services Total	Total	0	(15,832)	(15,832)	(41,504)	0	(15,832)	
Land & Buildings Total		(1,176,277)	(450,485)	(1,626,762)	(5,233,488)	(3,959,590)	2,345,013	
Furniture & Office Equip.								
Other Property & Services								
 Depot - Furniture & Equipment	E12352	(10,430)	0	(10,430)	(22,000)	(22,000)	11,570	
Other Property & Services Total		(10,430)	0	(10,430)	(22,000)	(22,000)	11,570	
Furniture & Office Equip Total		(10,430)	0	(10,430)	(22,000)	(22,000)	11,570	
Plant , Equip. & Vehicles								
Recreation And Culture								
 YL 121 Toyota Hilux - 2.8 Diesel 4x4 - Replace Asset 2008	E11357	0	0	0	(52,500)	(52,500)	52,500	
Recreation And Culture Total		0	0	0	(52,500)	(52,500)	52,500	
Transport								
 YL 595 - Roller Cat - Vibe Steel - Replace Asset 1876	E12350	(157,500)	0	(157,500)	(236,500)	(236,500)	79,000	












SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 13: Capital Acquisitions

			YTD Actual			Amended Budget			
Assets		Account	New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	Strategic Reference / Comment
			\$	\$	\$	\$	\$	\$	
	YL 698 - Mitsubishi -Truck 8 wheel - Replace Asset 1877	E12350	(279,903)	0	(279,903)	(279,000)	(279,000)	(903)	
	YL 5302 - Cat - Skid Steere Loader - Replace Asset 1851	E12350	0	0	0	(115,000)	0	0	
	YL150 - Toyota Hilux SR5 - 4x4 Ute (EMI)- Replace Asset 2016	E12350	(51,515)	0	(51,515)	(58,900)	(58,900)	7,385	
	Upgrade Asset 1874 - Line Marker SP	E12350	(12,659)	0	(12,659)	(14,500)	(14,500)	1,841	
	New Asset - Water Tank	E12350	0	0	0	(28,500)	0	0	
	YL 333- Toyota LandCruiser - 4x4 Ute(Works) - Replace Asset 2009	E12350	(60,618)	0	(60,618)	(62,600)	(62,600)	1,982	
	YL 363- Mazda BT - 50 2WD Traytop - Ute - Replace Asset 1891	E12350	(35,000)	0	(35,000)	(35,300)	(35,300)	300	
Transport Total			(597,195)	0	(597,195)	(830,300)	(686,800)	89,605	
Economic Services									
Skeleton Weed Eradication Committee									
	Skeleton Weed - Plant & Equipment Capital - Replace of Lease Vehicle	E13750	(45,959)	0	(45,959)	(50,000)	(50,000)	4,041	
Economic Services Total			(45,959)	0	(45,959)	(50,000)	(50,000)	4,041	
Other Property & Services									
	YL 50 - Toyota Kluger - AWD V6 Wagon A/T GXL(EMCS) - Replace Asset 2014	E14656	(49,727)	0	(49,727)	(52,500)	(52,500)	2,773	
	Fixed Back up Generator	E14656	(13,500)	0	(13,500)	(25,000)	(25,000)	11,500	
Other Property & Services Total			(49,727)	0	(49,727)	(77,500)	(77,500)	14,273	
Plant , Equip. & Vehicles Total			(692,881)	0	(692,881)	(1,010,300)	(866,800)	160,419	
Infrastructure - Roads (Non Town)									
	R2030 - M40 - 10 Mm Bitumen Reseal - Slk 9.0 - 15.0(19/20)	RRG10	(188,128)	0	(188,128)	(187,251)	(187,250)	(878)	
	R2030 - Koolyanobbing Road - Construct to 7 mSeal - slk 8.0 - 11.0(19/20)	RRG11	(593,975)	0	(593,975)	(593,163)	(593,163)	(812)	
	R2030 - Koolyanobbing Road -10 Mm Reseal - slk 5.0 - 8.0(19/20)	RRG12	(97,870)	0	(97,870)	(98,221)	(98,218)	348	
	R2030 - Moorine South Rd 10Mm Bitumen Reseal - Slk 8.5 - 16.5(19/20)	RRG13	(263,046)	0	(263,046)	(263,119)	(263,118)	72	
	CRF - Bodallin South Rd - Construct To 7M Seal - Slk 2.7 - 4.9 (19/20)	CRF01	(335,541)	0	(335,541)	(406,367)	(282,069)	(53,472)	
	R2R - Crampthorn Road - Bitumen Seal- slk 7.0 - 8.5(19/20)	R2R16	(48,198)	0	(48,198)	(51,131)	(51,130)	2,932	
	R2R - Crampthorn Road - Formation & Gravel Overlay - slk 19.3 - 21(19/20)	R2R17	(117,115)	0	(117,115)	(114,477)	(114,474)	(2,641)	
	R2R - Bodallin South Road - Bitumen Reseal - slk 0.0 - 2.7(19/20)	R2R18	(88,322)	0	(88,322)	(89,248)	(89,246)	924	
	R2R - Bodallin South Road - Construct to 7M Seal - slk 4.9 - 6.0(19/20)	R2R19	(318,940)	0	(318,940)	(390,582)	(390,580)	71,640	
	R2R - Southern Cross South Rd- Formation & Gravel Overlay slk 13.4 -16.4(19/20)	R2R20	(109,429)	0	(109,429)	(142,375)	(142,375)	32,946	







SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 13: Capital Acquisitions

Assets		Account	YTD Actual			Amended Budget			Strategic Reference / Comment
			New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
			\$	\$	\$	\$	\$	\$	
	R2R - Gatley Road - Formation & Gravel Overlay - slk 0.0 -2.5(19/20)	R2R21	(111,742)	0	(111,742)	(119,098)	(119,098)	7,356	
	RRU - Kent Road - Formation & Gravel -slk 18.3-20.3(19/20)	RRU12	(352)	0	(352)	(93,157)	(93,156)	92,804	
	RRU - Nulla Nulla Sth Road - Formation & Gravel -slk 35.5-37.5(19/20)	RRU13	(95,334)	0	(95,334)	(93,527)	(93,524)	(1,810)	
	RRU - Cockatoo Tank Road - Formation & Gravel Overlay - slk 5.0 -7.0(19/20)	RRU14	(27,788)	0	(27,788)	(108,745)	(108,745)	80,957	
	RRU - Emu Fence Road - Formation & Gravel Overlay - slk 135.5 - 137.5(19/20)	RRU15	(352)	0	(352)	(97,745)	(97,744)	97,392	
	RRU - Koolyanobbing Road Bitumen Reseal - Slk 25.0 - 27.0(19/20)	RRU16	(51,596)	0	(51,596)	(56,733)	(56,730)	5,134	
Infrastructure - Roads (Non Town) Total			(2,447,728)	0	(2,447,728)	(2,904,939)	(2,780,620)	332,892	
Infrastructure - Roads (Non Town) Total			(2,447,728)	0	(2,447,728)	(2,904,939)	(2,780,620)	332,892	
Infrastructure - Roads (Town)									
	TRU - Achener Street - Bitumen Reseal, Altair - Spica St (19/20)	TRU05	(3,663)	(3,663)	(7,326)	(59,757)	(59,754)	52,428	
	TRU - Antares St - Sealing & Kerbing Corner Parking Area(19/20)	TRU06	0	0	0	(32,859)	(32,856)	32,856	
Infrastructure - Roads (Town) Total			(3,663)	(3,663)	(7,326)	(92,616)	(92,610)	85,284	
Infrastructure - Roads (Town) Total			(3,663)	(3,663)	(7,326)	(92,616)	(92,610)	85,284	
Infrastructure - HVRIC									
	HVRIC - Three Boys Road - Construct To 7M Seal -Slk 1.9 -3.3(19/20)	HVRIC7	(352)	(352)	(704)	(261,481)	(261,478)	260,774	
Infrastructure - HVRIC Total			(352)	(352)	(704)	(261,481)	(261,478)	260,774	
Infrastructure - HVRIC Total			(352)	(352)	(704)	(261,481)	(261,478)	260,774	
Infrastructure - Road Total			(2,451,743)	(4,015)	(2,448,432)	(3,259,036)	(3,134,708)	678,950	
Infrastructure - Footpaths									
Transport									
	Concrete Footpath - Lennenberg St - Marvel Loch	J12100	0	0	0	(37,816)	0	0	
	Concrete Footpath - Spica Street - Southern Cross	J12101	0	0	0	(41,155)	0	0	
Infrastructure - Footpaths Total			0	0	0	(78,971)	0	0	




SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

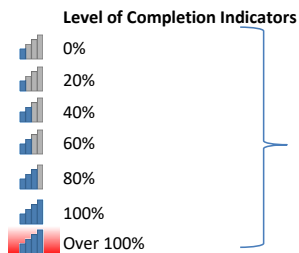
Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
Infrastructure - Footpaths Total		0	0	0	(78,971)	0	0	
Infrastructure - Refuse								
Community Amenities								
 SX Refuse Disposal Site - Capital -Concrete pad For Recycle,Washdown Shower	J10107	(18,847)	0	(18,847)	(56,200)	(23,415)	4,568	
Infrastructure - Refuse Total		(18,847)	0	(18,847)	(56,200)	(23,415)	4,568	
Infrastructure - Refuse Total		(18,847)	0	(18,847)	(56,200)	(23,415)	4,568	
Infrastructure - Sewerage								
Community Amenities								
 SX Sewerage Scheme - Capital - Access Chamber Upgrade	E10350	(16,612)	0	(16,612)	(17,500)	(14,580)	(2,032)	
 ML SewerageScheme - Capital - Access Chamber Upgrade	E10450	0	0	0	0	0	0	
Infrastructure - Sewerage Total		(16,612)	0	(16,612)	(17,500)	(14,580)	(2,032)	
Infrastructure - Sewerage Total		(16,612)	0	(16,612)	(17,500)	(14,580)	(2,032)	
Infrastructure - Drainage								
Community Amenities								
 Southern Cross Drainage - Upgrades	J10901	0	0	0	(14,172)	(14,172)	14,172	
Infrastructure - Drainage Total		0	0	0	(14,172)	(14,172)	14,172	
Infrastructure - Drainage Total		0	0	0	(14,172)	(14,172)	14,172	
Infrastructure - Parks & Ovals								
Community Amenities								
 Rotary Park- Replace 3x Picnic settings/Seating & Install Water Fountain	J10711	0	(10,786)	(10,786)	(19,509)	(16,240)	5,454	
Recreation & Culture								
 Toddler Playground Equipment - Constellation Park	E11352	0	0	0	(170,000)	(170,000)	170,000	
Infrastructure - Parks & Ovals Total		0	(10,786)	(10,786)	(189,509)	(186,240)	175,454	
Infrastructure - Parks & Ovals Total		0	(10,786)	(10,786)	(189,509)	(186,240)	175,454	

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2020

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
Infrastructure - Other								
Recreation & Culture								
Public Halls & Civic Centres								
 Southern Cross War Memorial - Capital Infrastructure - Other	J11151	0	0	0	(65,000)	0	0	
Public Halls & Civic Centres Total		0	0	0	(65,000)	0	0	
Swimming Areas and Beaches								
 Swimming Pool - Infrastructure Capital	E11251	(367,217)	0	(367,217)	(2,960,000)	(2,114,285)	1,747,068	
Swimming Areas and Beaches Total		(367,217)	0	(367,217)	(2,960,000)	(2,114,285)	1,747,068	
Economic Services								
Tourism & Area Promotion								
Caravan Park Infrastructure - Capital - Storm Water Drainage Improvements	E13256	(18,243)	0	(18,243)	(25,000)	(25,000)	6,757	
Tourism & Area Promotion Total		(752,677)	(10,786)	(763,463)	(25,000)	(25,000)	6,757	
Economic Services								
 Standpipe Upgrade - Automated Controllers	E13401	(112,504)	0	(112,504)	(120,000)	(120,000)	7,496	
Economic Services Total		(112,504)	0	(1,243,184)	(120,000)	(120,000)	7,496	
Infrastructure - Other Total		(1,232,398)	(10,786)	(1,243,184)	(3,170,000)	(2,259,285)	1,761,321	
Capital Expenditure Total		(5,599,188)	(476,072)	(6,067,934)	(13,051,176)	(10,480,790)	5,149,435	



Percentage YTD Actual to Annual Budget
Expenditure over budget highlighted in red.

Attachment

9.2.2

Accounts
for
Payment

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
40897	09/04/2020	LGRCEU	Payroll deductions	A		20.50
40898	09/04/2020	SHIRE OF YILGARN	Payroll deductions	A		1,365.00
40899	09/04/2020	TELSTRA	PHONE CHARGES MAR 2020 - SURGERY INTERNET	A		1,546.52
40900	23/04/2020	LGRCEU	Payroll deductions	A		20.50
40901	23/04/2020	SHIRE OF YILGARN	Payroll deductions	A		1,365.00
40902	23/04/2020	SHIRE OF YILGARN	Swimming Pool Retention 10% - Claim 3	A		50,401.90
40903	23/04/2020	TELSTRA	PHONE CHARGES MARCH - EMCS	A		539.03
40904	08/05/2020	MICHAEL BRUCE CUMMINGS	Rates refund for assessment A3370 86 ALTAIR STREET SOUTHERN CROSS 6426	A		774.45
40905	08/05/2020	LGRCEU	Payroll deductions	A		20.50
40906	08/05/2020	SHIRE OF YILGARN	Payroll deductions	A		1,365.00
40907	08/05/2020	SHIRE OF YILGARN	SWIMMING POOL RETENTION WITHHELD - CLAIM 4	A		75,143.90
40908	08/05/2020	TELSTRA	PHONE CHARGES APRIL 2020 - MC ALARM	A		1,758.88

REPORT TOTALS

Bank Code	Bank Name	TOTAL
A	MUNICIPAL FUND	134,321.18
TOTAL		134,321.18

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9941	09/04/2020	Globe Pest Solutions	GRANULER FORM MOSQUITO BIOCIDE 18KG BAG OF BTI200MG/L	A		192.50
EFT9942	09/04/2020	ABCO PRODUCTS	120026 26L Terracyclic Biodegradable refill cartridge	A		870.62
EFT9943	09/04/2020	AFGRI EQUIPMENT	AT195302 Key	A		129.27
EFT9944	09/04/2020	AMPAC DEBT RECOVERY (WA) PTY LTD	AMPAC Debt Recovery March 2020	A		638.35
EFT9945	09/04/2020	BERNIE'S MOBILE MECHANICAL SERVICE	P57-4055 Hyd Filter	A		2,877.45
EFT9946	09/04/2020	BETTA ROADS PTY LTD	12kg Dustchek	A		7,524.00
EFT9947	09/04/2020	BOC GASES	CONTAINER SERVICE CHARGES MARCH 20	A		49.93
EFT9948	09/04/2020	CAMERON WATSON	TELSTRA BUNDLE REIMBURSEMENT FOR PERIOD 25/02/20-24/03/20	A		74.48
EFT9949	09/04/2020	AUST. GOVERNMENT CHILD SUPPORT AGENCY	Payroll deductions	A		544.52
EFT9950	09/04/2020	BRYAN CLOSE	ORDINARY COUNCIL SITTING FEES - 19/03/ 2020	A		1,000.00
EFT9951	09/04/2020	CORSIGN	40 x Orange Saddle Bags with Handles	A		1,951.40
EFT9952	09/04/2020	GARY MICHAEL GUERINI	IT ALLOWANCE 19/20	A		1,626.53
EFT9953	09/04/2020	GILBA DOWNS	23/3/2020 - 10 hours roadtrain hire Southern Cross Stj Road == R2R20	A		7,700.00
EFT9954	09/04/2020	GRAYSON ROBERT HINDMARSH	STAFF UNIFORM EXPENSES	A		179.85
EFT9955	09/04/2020	GREAT EASTERN FREIGHTLINES	24/3/2020 - 8 hours roadtrain hire Southern Cross Sth Road - R2R20	A		4,664.75
EFT9956	09/04/2020	J.R.& A.HERSEY	Oxy Gell hand sanitiser	A		973.50
EFT9957	09/04/2020	HI-TEC ALARMS	QUARTERLY MONITORING OF SENIORS CENTE - APR - JUN	A		171.60

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9958	09/04/2020	TOLL IPEC PTY LTD	Freight Charges - Abco	A		65.02
EFT9959	09/04/2020	JOHN PAPAS TRAILERS PTY LTD	2.4mx1.55m H/DUTY TANDEM CHASSIS AS PER QUOTE #3117	A		3,530.00
EFT9960	09/04/2020	WESFARMERS KLEENHEAT GAS PTY LTD	Caravan park Bulk Lpg	A		1,483.72
EFT9961	09/04/2020	LIBERTY OIL RURAL PTY LTD	Bulk Diesel	A		20,802.00
EFT9962	09/04/2020	LINDA ROSE	ORDINARY COUNCIL MEETING - 19 MAR 20 - SITTING FEE	A		558.42
EFT9963	09/04/2020	LOCK, STOCK & FARRELL LOCKSMITH PTY LTD	EL6000SC60 Brava EL6000 Entrance Set Lever SC 60mm Shop A	A		907.25
EFT9964	09/04/2020	MISMATCH WORKSHOP	Weekly Landfil Attendant Week End 29/03/20	A		2,300.00
EFT9965	09/04/2020	NATHAN HAROLD PARK	Purchase Train Ticket - Early TAFE Finish	A		130.88
EFT9966	09/04/2020	OFFICE NATIONAL	RESEALABLE POLYBAGS	A		34.75
EFT9967	09/04/2020	IXOM OPERATIONS PTY LTD	MONTHLY CHOLORINE CHEMICALS	A		211.42
EFT9968	09/04/2020	PERFECT COMPUTER SOLUTIONS PTY LTD	Labour - Medical 19/03/20 monthly data update, 23/03/02 Update Drug Data Base	A		170.00
EFT9969	09/04/2020	PHILIP SPENCER NOLAN	ORDINARY COUNCIL MEETING - MAR 2020 - SITTING FEES	A		697.03
EFT9970	09/04/2020	PHIL RAFFERTY BUILDER	Repair/Replace celing borads at 11 antares	A		9,064.00
EFT9971	09/04/2020	REYNOLDS GRAPHICS P/L	BUSINESS CARDS GRAYSON HINDMARSH -250	A		217.80
EFT9972	09/04/2020	SHAC ELECTRICAL SERVICES	Please replace fluoro lighting, check power points work check RCD's Install new power point, new exit lighting	A		10,102.25
EFT9973	09/04/2020	YILGARN SHIRE SOCIAL CLUB	Payroll deductions	A		108.00
EFT9974	09/04/2020	FOODWORKS - SRI DEVESH PTY LTD	Foodworks Purchases - March - GST Incl	A		606.49

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9975	09/04/2020	SOUTHERN CROSS HARDWARE AND NEWS	2400 x 1200 x 16 mr mdf	A		4,094.21
EFT9976	09/04/2020	SOUTHERN CROSS MOTOR MART	Honda Mower blades, nut, harness, nylon	A		471.10
EFT9977	09/04/2020	SOUTHERN CROSS TYRE SERVICES	P2031 265/75r16 tyre, fitting, dispoal, balance	A		2,926.14
EFT9978	09/04/2020	SYNERGY	EMI POWER MAR2020 - STREET LIGHTS	A		12,808.88
EFT9979	09/04/2020	TOP GUN ROOFING & RESTORATION	Sports Complex Roof Replacement - Final Payment - As per Council Resolution 153/2019 of September 2019 meeting.	A		81,858.00
EFT9980	09/04/2020	TUTT BRYANT EQUIPMENT-WA	05571242 Outer Mirror	A		366.06
EFT9981	09/04/2020	VIBRA INDUSTRIAL FILTRATION AUSTRALIA	Freight	A		77.00
EFT9982	09/04/2020	WA COUNTRY HEALTH SERVICE WHEATBELT REGION	Emergency Attendance - Nathan PARK	A		310.00
EFT9983	09/04/2020	WATER CORPORATION.	WATER- EMRS MAR 20 - BODALLIN	A		18,814.55
EFT9984	09/04/2020	WAYNE ALAN DELLA BOSCA	ORDINARY COUNCIL MEETING SITTING FEE - 19TH MARCH 2020	A		1,000.00
EFT9985	09/04/2020	W BIRTLES & SONS	FUEL REIMBURSEMENT - FIRE APPLIANCE APRIL 2020	A		36.85
EFT9986	09/04/2020	WESTRAC EQUIPMENT PTY LTD	174-9567 Tooth	A		847.70
EFT9987	09/04/2020	WHEATBELT STEEL SUPPLIES	316331 Metroll 145mm squareline gutter colourbond (10 x 6000mm) cottage green	A		3,589.37
EFT9988	09/04/2020	YILGARN AGENCIES	Snatch strap	A		1,904.20
EFT9989	23/04/2020	ABCO PRODUCTS	Gloves, masks	A		1,152.83
EFT9990	23/04/2020	Auscorp IT	Webcam with Microphone - as per email 03rd April 2020	A		101.20
EFT9991	23/04/2020	AUSTRALIA POST	Postage Charges March 2020 Period Ending 31/03/2020	A		403.28

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9992	23/04/2020	AVON WASTE	Recycling Collection 4 Weeks	A		12,639.91
EFT9993	23/04/2020	BERNIE'S MOBILE MECHANICAL SERVICE	Air Filter	A		303.25
EFT9994	23/04/2020	BITUTEK PTY LTD	Supply & spray 9/5 bitumen (includng supervision, sweeping, rolling, precoating and aggregate spreading) - CRF01	A		79,870.89
EFT9995	23/04/2020	AUST. GOVERNMENT CHILD SUPPORT AGENCY	Payroll deductions	A		544.52
EFT9996	23/04/2020	BRYAN CLOSE	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		600.00
EFT9997	23/04/2020	COOPER & OXLEY GROUP PTY LTD	SOUTHERN CROSS AQUATIC CENTRE DEVELOPMENT- PROGRESS CLAIM 3	A		498,978.81
EFT9998	23/04/2020	EASTERN DISTRICTS PANEL BEATERS & RADIATOR SPECIALISTS	R & R Windsreen YL-645 Inv10526	A		1,023.28
EFT9999	23/04/2020	GARY MICHAEL GUERINI	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		400.00
EFT10000	23/04/2020	KENT. GG & CJ	Reimbursement for purchase of Work Pants	A		240.00
EFT10001	23/04/2020	GRAYSON ROBERT HINDMARSH	Purchase of Waist Belt	A		39.90
EFT10002	23/04/2020	J.R.& A.HERSEY	3 x cartons spraymark paint	A		799.34
EFT10003	23/04/2020	IAN DEREK CHRISTIE	SUPPLY AND INSTALL MT HAMPTON BFB APPLIANCE SHED - AS PER QUOTE 140	A		13,696.93
EFT10004	23/04/2020	JCB CONSTRUCTION EQUIPMENT AUSTRALIA	DP-4812112403 Lock Handle	A		865.96
EFT10005	23/04/2020	JODIE MAREE COBDEN	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		400.00
EFT10006	23/04/2020	LINDA ROSE	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		400.00
EFT10007	23/04/2020	LOCK, STOCK & FARRELL LOCKSMITH PTY LTD	WHS Pm7km Premuim Updates and Maintenance	A		440.00
EFT10008	23/04/2020	MERREDIN GLAZING SERVICE	Supply & Install double sliding autodoors to Medical Centre	A		13,055.90

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10009	23/04/2020	METAL ARTWORK CREATIONS	BRUSHED ALUMINIUM PLAQUE-GRAYSON HINDMARSH	A		18.04
EFT10010	23/04/2020	MISMATCH WORKSHOP	Weekly Land Fill Attendant Week Ending 12/04/20	A		2,300.00
EFT10011	23/04/2020	MOORE STEPHENS	Financial Reporting Workshop - 17.04.2020 - Nalukui Mwale	A		1,782.00
EFT10012	23/04/2020	PERFECT COMPUTER SOLUTIONS PTY LTD	31/03/20 Emails not being received, 1/04/20 Corrected problem with rates, Recovered deleted items for Grayson, 14/04/20 Synergy error with printing fixed	A		170.00
EFT10013	23/04/2020	PHARMAUST MANUFACTURING	Sanitising Liquid 4 X 1 Litre containers of DFES 2 Sanitiser	A		139.41
EFT10014	23/04/2020	PHILIP SPENCER NOLAN	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		400.00
EFT10015	23/04/2020	PHIL RAFFERTY BUILDER	Tbar for lights at shop ESTIMATE	A		162.80
EFT10016	23/04/2020	SUSAN ELIZABETH SHAW	ORDINARY COUNCIL MEETING 16/04/20 - SITTING FEE	A		400.00
EFT10017	23/04/2020	SHAC ELECTRICAL SERVICES	Supply and install inlet and changeover switch to admin for back up generator supply	A		14,175.50
EFT10018	23/04/2020	DAIMLER TRUCKS PERTH	MX923887 Bearing	A		206.45
EFT10019	23/04/2020	YILGARN SHIRE SOCIAL CLUB	Payroll deductions	A		108.00
EFT10020	23/04/2020	KALGOORLIE SOLOMONS FLOORING	11 Antares shop Please remove old floor and lay Oz plank 23 in Southern Oak colour ESTIMATE	A		18,263.00
EFT10021	23/04/2020	TUTT BRYANT EQUIPMENT-WA	22008126 LH Screen	A		345.68
EFT10022	23/04/2020	WATER CORPORATION.	WATER MARCH 2020 EMRS 1/03/20 - 30/04/20 - GARRETT	A		104,413.11
EFT10023	23/04/2020	WAYNE ALAN DELLA BOSCA	ORDINARY COUNCIL MEETING 146/04/20 - SITTING FEE	A		800.00
EFT10024	23/04/2020	WESTRAC EQUIPMENT PTY LTD	259-9287 Head Lamp	A		1,027.56
EFT10025	23/04/2020	WHEATBELT STEEL SUPPLIES	314498 Metroll trim clad harmony colourbond fence panel infils	A		965.05

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10026	23/04/2020	WURTH AUSTRALIA PTY LTD	07149214 Blow Gun	A		79.75
EFT10027	23/04/2020	YILGARN PLUMBING AND GAS	Please pump out sewage tanks at Marvel Loch toilet. Please recap the sight holes as they are missing	A		1,847.24
EFT10028	08/05/2020	AMPAC DEBT RECOVERY (WA) PTY LTD	AMPAC DEBT RECOVERY - APRIL 2020	A		967.98
EFT10029	08/05/2020	AVON WASTE	RECYCLING COLLECTION - APRIL 2020	A		12,766.14
EFT10030	08/05/2020	BOC GASES	Container Service Fee Oxygen G Size	A		48.32
EFT10031	08/05/2020	BRANDED PRODUCTS	Purchase of Protective clothing	A		3,177.68
EFT10032	08/05/2020	AUST. GOVERNMENT CHILD SUPPORT AGENCY	Payroll deductions	A		544.52
EFT10033	08/05/2020	COOPER & OXLEY GROUP PTY LTD	SOUTHERN CROSS AQUATIC CENTRE DEVELOPMENT - PROGRESS CLAIM 4	A		738,479.61
EFT10034	08/05/2020	COPIER SUPPORT	Meter Reading CRC Photo Copier 23/03/20 -24/04/20	A		967.79
EFT10035	08/05/2020	PERPETUAL CORPORATE TRUST LIMITED	purchase 12000m3 gravel from block location # 157 - Bodallin South Road - R2R19	A		18,700.00
EFT10036	08/05/2020	FORPARK AUSTRALIA	Timber Essesntial Structure SS7-2004	A		83,911.30
EFT10037	08/05/2020	GILBA DOWNS	4-5-2020 - 10 hours Truck Hire Bodallin South Road - R2R19	A		10,934.00
EFT10038	08/05/2020	GREAT EASTERN FREIGHTLINES	Freight 1 Trailer from Pappas Trailers Welshpool 25/03/20	A		407.42
EFT10039	08/05/2020	PERTH HEAD OFFICE GRIFFIN VALUATION ADVISORY	Valuation of Lot 956 Cnr Pegasi and Procyon Streets with the intent to purchase	A		5,335.00
EFT10040	08/05/2020	TOLL IPEC PTY LTD	Toll Freight from Herseys	A		103.73
EFT10041	08/05/2020	JASON SIGNMAKERS	MISSING NUMBERS-110	A		93.25
EFT10042	08/05/2020	JOHN WILLIAMS	Rates refund for assessment A101118 Lot 77/02372E EXPLORATION LICENCE	A		660.42

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10043	08/05/2020	KALGOORLIE TREASURE RESOURCES PTY LTD	Rates refund for assessment A101122 LOT 77/02374E EXPLORATION LICENCE	A		507.61
EFT10044	08/05/2020	WESFARMERS KLEENHEAT GAS PTY LTD	Yearly Facility Fee 35 Taurus St	A		69.48
EFT10045	08/05/2020	LANDGATE	RURAL UV GEN VALS ROLE	A		7,641.28
EFT10046	08/05/2020	LIBERTY OIL RURAL PTY LTD	Bulk Diesel	A		18,738.00
EFT10047	08/05/2020	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	LG Pro Annual Membership	A		531.00
EFT10048	08/05/2020	MERREDIN GLAZING SERVICE	Please supply Shower screen and mirror piece as discussed with Adam Coutis	A		852.39
EFT10049	08/05/2020	NORTHAM TOYOTA	1 x 2020 Toyota 4x4 Hilux Extra Cab SR (with tray back) as per quote # 7646	A		11,052.65
EFT10050	08/05/2020	MICROANALYSIS AUSTRALIA PTY LTD	Water Analysis PSD Testing for Reuse Scheme	A		86.90
EFT10051	08/05/2020	MISMATCH WORKSHOP	WEEKLY LANDFIL ATTENDANT WEEK ENDING 26/04/20	A		2,300.00
EFT10052	08/05/2020	MOORE STEPHENS	Webinar - Understanding Allowances - Bosenberg - 01.05.2020	A		231.00
EFT10053	08/05/2020	OFFICE NATIONAL	KYOCERA INK CARTRIDGE - BLACK	A		1,119.87
EFT10054	08/05/2020	IXOM OPERATIONS PTY LTD	MONTHLY CHLORINE RENTAL APRIL 2020	A		204.60
EFT10055	08/05/2020	PERFECT COMPUTER SOLUTIONS PTY LTD	MS OFFICE FOR GENERAL PRACTICE	A		575.00
EFT10056	08/05/2020	WA CONTRACT RANGER SERVICES	Ranger Services 17/04/20 6 hrs @ \$85 p/h Travel 556 km @ 0.75 p/k	A		5,632.54
EFT10057	08/05/2020	ROSS'S DIESEL SERVICE	2191-P600116 Air Cleaner Cover W/ Clips	A		46.75
EFT10058	08/05/2020	SHAC ELECTRICAL SERVICES	Works at Mt Hampton Hall and travel	A		2,947.00
EFT10059	08/05/2020	DAIMLER TRUCKS PERTH	MK620645 LHF Seat Belt	A		799.93

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10060	08/05/2020	YILGARN SHIRE SOCIAL CLUB	Payroll deductions	A		108.00
EFT10061	08/05/2020	FOODWORKS - SRI DEVESH PTY LTD	FOOD WORKS PURCHASES APRIL 2020 - ADMIN GST FREE	A		258.21
EFT10062	08/05/2020	SUNNY BRUSHWARE SUPPLIES	Tractor Broom 3'x11/4x24" Poly & Wire	A		3,747.92
EFT10063	08/05/2020	SOUTHERN CROSS FOOTBALL CLUB	Refund of the 2019/20 sporting facility Useage Fees due to Covid - 19 Closures.	A		3,600.00
EFT10064	08/05/2020	SOUTHERN CROSS GOLF CLUB	Refund of the 2019/20 sporting facility Useage Fees due to Covid - 19 Closures.	A		600.00
EFT10065	08/05/2020	SOUTHERN CROSS HARDWARE AND NEWS	4 X WEST AUSTRALIAN NEWSAPAPERS - WEEKDAYS	A		8.50
EFT10066	08/05/2020	SOUTHERN CROSS MOTOR MART	Vac cleaner and filter bags	A		624.90
EFT10067	08/05/2020	TELFORD INDUSTRIES	Purchase of Palintest water sampling apparatus	A		1,035.10
EFT10068	08/05/2020	TRANSAIR RADIO COMMUNICATION PRODUCTS	Repairs to radio Mod. TM8200 S/No.19642483	A		76.45
EFT10069	08/05/2020	TRUCK CENTRE WA PTY LTD	Supply one only 2019 Mack Granite 435 MP* Tip Truck	A		230,894.00
EFT10070	08/05/2020	TUTT BRYANT EQUIPMENT-WA	05825015 Fuel Pre filter	A		764.55
EFT10071	08/05/2020	UNIVERSITY OF WESTERN AUSTRALIA	REFUND OF ROOM HIRE FEE DUE TO COVID 19 - PAID ON INVOICE 12638	A		70.00
EFT10072	08/05/2020	WESTRAC EQUIPMENT PTY LTD	241-6190 Quick Coupler - Male	A		265.53
EFT10073	08/05/2020	TELSTRA	MARCH 2020 WHISPIR CHARGES	A		465.52
EFT10074	08/05/2020	YILGARN AGENCIES	200 x 20 litre Commander	A		72,600.00
EFT10075	08/05/2020	YILGARN NETBALL ASSOCIATION	Refund of the 2019/20 sporting facility Useage Fees due to Covid - 19 Closures.	A		1,550.00
EFT10076	08/05/2020	YILGARN PLUMBING AND GAS	Attended site for blockages to sewage system.	A		1,788.02

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10077	08/05/2020	YILGARN BOWLS AND TENNIS CLUB	Refund of the 2019/20 sporting facility Useage Fees due to Covid - 19 Closures.	A		1,550.00
EFT10078	08/05/2020	YILGARN MIXED BASKETBALL ASSOCIATION	Refund of the 2019/20 sporting facility Useage Fees due to Covid - 19 Closures.	A		1,550.00

REPORT TOTALS

Bank Code	Bank Name	TOTAL
A	MUNICIPAL FUND	2,236,811.29
TOTAL		2,236,811.29

Date: 11/05/2020
Time: 3:55:17PM

SHIRE OF YILGARN

Cheque /EFT No	Date	Name	Invoice Description
1607	06/04/2020	MOTORCHARGE LIMITED	FUEL CARD - MARCH 2020 - YL50
1608	14/04/2020	TELCO CHOICE - COMMANDER CENTRE NORTH PERTH	TELCO CHOICE MONTHLY BILLING FOR APRIL 2020
1609	08/04/2020	CANON FINANCE AUSTRALIA PTY LTD	Photocopier Lease April 2020
1612	15/04/2020	WESTPAC BANKING CORPORATION	NET PAYROLL PPE 14.04.20
1613	14/04/2020	TELCO CHOICE - COMMANDER CENTRE NORTH PERTH	COMMANDER TELEPHONE FEES MARCH - 28/02/20 - 30/03/20
1614	15/04/2020	WESTPAC BANKING CORPORATION	EMGSSEGR MELAMINE EDGING
1615	29/04/2020	WESTPAC BANKING CORPORATION	NET PAYROLL PPE 28.04.2020

REPORT TOTALS

Bank Code	Bank Name	TOTAL
A	MUNICIPAL FUND	175,425.73
TOTAL		175,425.73

Date: 13/05/2020
Time: 3:52:23PM

SHIRE OF YILGARN

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD14595.1	14/04/2020	WALGS PLAN	Payroll deductions	A		12,553.90
DD14595.2	14/04/2020	HOSTPLUS EXECUTIVE SUPERANNUATION FUND	Payroll deductions	A		194.23
DD14595.3	14/04/2020	PRIME SUPER	Payroll deductions	A		380.63
DD14595.4	14/04/2020	BT SUPER FOR LIFE ACCOUNT	Payroll deductions	A		1,068.38
DD14595.5	14/04/2020	THE GARY AND JOSIE KENT SUPERANNUATION FUND	Superannuation contributions	A		413.73
DD14595.6	14/04/2020	REST (RETAIL EMPLOYEES SUPERANNUATION TRUST)	Superannuation contributions	A		499.30
DD14595.7	14/04/2020	BEATON FARMING CO SUPERANNUATION FUND	Superannuation contributions	A		607.63
DD14595.8	14/04/2020	BT SUPERWRAP	Superannuation contributions	A		1,933.54
DD14595.9	14/04/2020	HESTA SUPER FUND	Superannuation contributions	A		678.03
DD14595.10	14/04/2020	VISION SUPER SAVER	Superannuation contributions	A		765.47
DD14595.11	14/04/2020	AUSTRALIAN SUPER	Superannuation contributions	A		397.26

REPORT TOTALS

Bank Code	Bank Name	TOTAL
A	MUNICIPAL FUND	19,492.10
TOTAL		19,492.10

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SHIRE OF YILGARN

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD14635.1	28/04/2020	WALGS PLAN	Payroll deductions	A		12,778.54
DD14635.2	28/04/2020	HOSTPLUS EXECUTIVE SUPERANNUATION FUND	Payroll deductions	A		206.06
DD14635.3	28/04/2020	PRIME SUPER	Payroll deductions	A		381.26
DD14635.4	28/04/2020	BT SUPER FOR LIFE ACCOUNT	Payroll deductions	A		1,069.04
DD14635.5	28/04/2020	THE GARY AND JOSIE KENT SUPERANNUATION FUND	Superannuation contributions	A		414.45
DD14635.6	28/04/2020	REST (RETAIL EMPLOYEES SUPERANNUATION TRUST)	Superannuation contributions	A		499.93
DD14635.7	28/04/2020	BEATON FARMING CO SUPERANNUATION FUND	Superannuation contributions	A		608.26
DD14635.8	28/04/2020	BT SUPERWRAP	Superannuation contributions	A		1,934.80
DD14635.9	28/04/2020	HESTA SUPER FUND	Superannuation contributions	A		678.03
DD14635.10	28/04/2020	VISION SUPER SAVER	Superannuation contributions	A		765.48
DD14635.11	28/04/2020	AUSTRALIAN SUPER	Superannuation contributions	A		380.69

REPORT TOTALS

Bank Code	Bank Name	TOTAL
A	MUNICIPAL FUND	19,716.54
TOTAL		19,716.54

Date: 12/05/2020
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SHIRE OF YILGARN

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
402502	31/03/2020	PUBLIC TRANSPORT AUTHORITY	TRANS WA TICKET SALES - MARCH 2020	E		749.50
402503	31/03/2020	SHIRE OF YILGARN	TRANS WA COMMISSION - MARCH 2020	E		129.85
402504	29/04/2020	BUILDING COMMISSION	BUILDING SERVICES LEVY FOR PERIOD 01.02.2020 - 30.03.2020	E		56.65
402505	30/04/2020	BUILDING COMMISSION	BUIDLING SERVICES LEVY PERIOD 01.02.20 - 30.04.20	E		283.25
402506	06/05/2020	SHIRE OF YILGARN	TRANSFER BALANCE TO SHIRE ACCOUNT	E		4,030.00
402507	06/05/2020	SHIRE OF YILGARN	TRANSFER BALANCE TO SHIRE ACCOUNT	E		1,154.94

REPORT TOTALS

Bank Code	Bank Name	TOTAL
E	TRUST FUND	6,404.19
TOTAL		6,404.19

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SHIRE OF YILGARN

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
6224	31/03/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 31/03/20	E		5,564.80
6225	08/04/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 08/04/2020 - 08/04/2020	E		796.15
6226	03/04/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 03/04/20	E		9,353.30
6227	17/04/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 15-04-2020	E		7,706.45
6228	24/04/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING - 22/04/2020	E		4,228.95
6229	29/04/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 24/04/20	E		375.35
6230	01/05/2020	DEPARTMENT OF TRANSPORT	VEHICLE LICENSING 29/04/20 - 29/04/20	E		2,089.30

REPORT TOTALS

Bank Code	Bank Name	TOTAL
E	TRUST FUND	30,114.30
TOTAL		30,114.30

SHIRE OF YILGARN
Accounts for Payment – May 2020

Chq Number	Payee	Description	Amount	Date
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Municipal Cheques

1607	MOTORCHARGE	Fuel Cards – March 2020	\$1,083.45	06/04/2020
1608	TELCO CHOICE	Commander Bond April 2020	\$250.00	14/04/2020
1609	CANON FINANCE	Photocopier Lease April 2020	\$333.96	14/04/2020
1612	WESTPAC BANKING CORP	Net Payroll PPE 14.04.2020	\$84,363.50	15/04/2020
1613	TELCO CHOICE	Commander Telephone Fees 28/02/20 – 31/03/20`	\$1,364.95	14/04/2020
1614	WESTPAC BANKING CORP	EMCS Credit Card March 2020	\$1646.11	15/04/2020
1615	WESTPAC BANKING CORP	Net Payroll PPE 28.04.2020	\$86,383.76	29/04/2020
		Total	\$175,425.73	

Municipal Cheques

40897	LGRCEU	Payroll Deductions	\$20.50	09/04/20
40898	SHIRE OF YILGARN	Payroll Deductions	\$ 1,365.00	09/04/20
40899	TELSTRA	Phone Charges Mar 2020	\$1,546.52	23/04/20
40900	LGRCEU	Payroll Deductions	\$20.50	23/04/20
40901	SHIRE OF YILGARN	Payroll Deductions	\$1,365.00	23/04/20
40902	SHIRE OF YILGARN	Swimming Pool Retention 10% Claim 3	\$50,401.90	23/04/20
40903	TELSTRA	Phone Charges March EMCS	\$539.03	23/04/20
40904	MICHAEL BRUCE CUMMINGS	Rates Refund for A3370	\$774.45	08/05/20
40905	LGRCEU	Payroll Deductions	\$20.50	08/05/20
40906	SHIRE OF YILGARN	Payroll Deductions	\$1,365.00	08/05/20
40907	SHIRE OF YILGARN	Swimming Pool Retention 10% Claim 4	\$75,143.90	08/05/20
40908	TELSTRA	Phone Charges April 2020	\$1,758.88	08/05/20
		Total	\$134,321.18	

SHIRE OF YILGARN
Accounts for Payment – May 2020

Chq Number	Payee	Description	Amount	Date
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Trust Cheques

402502	PUBLIC TRANSPORT AUTHORITY	TRANS WA Ticket Sales - March 2020	\$749.50	31/03/2020
402503	SHIRE OF YILGARN	TRANS WA Commissions March 2020	\$129.85	31/03/2020
402504	BUILDING COMMISSION	Building Services Levy	\$56.65	29/04/2020
402505	BUILDING COMMISSION	Building Services Levy	\$283.25	30/04/2020
402506	SHIRE OF YILGARN	TRANSFER BALANCE TO SHIRE A/C	\$4030.00	06/05/2020
402507	SHIRE OF YILGARN	TRANSFER BALANCE TO SHIRE A/C	\$1154.94	06/05/2020
Total			\$6,404.19	

DPI Cheques

6224	DEPARTMENT OF TRANSPORT	LICENSING 31/03/2020	\$5,564.80	31/03/2020
6225	DEPARTMENT OF TRANSPORT	LICENSING 08/04/2020	\$796.15	08/04/2020
6226	DEPARTMENT OF TRANSPORT	LICENSING 03/04/2020	\$9353.30	03/04/2020
6227	DEPARTMENT OF TRANSPORT	LICENSING 15/04/2020	\$7,706.45	17/04/2020
6228	DEPARTMENT OF TRANSPORT	LICENSING 22/04/2020	\$4,228.95	24/04/2020
6229	DEPARTMENT OF TRANSPORT	LICENSING 24/04/2020	\$375.35	29/04/2020
6230	DEPARTMENT OF TRANSPORT	LICENSING 29/04/2020	\$2089.30	01/05/2020
Total			\$30,114.30	

Attachment 9.2.3

Proposed
Schedule
of
Fees
and
Charges
2020/2021

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
GENERAL PURPOSE FUNDING				
<u>Rates</u>				
	Admin Fee - Caveat Lodgement	29.09	2.91	32.00
	Admin Fee - Rates Recovery from Rent	29.09	2.91	32.00
	Admin Fee - Refund of Excess Rates	15.91	1.59	17.50
	Electronic Advice of Sale (Rate Enquiry only)	29.09	2.91	32.00
	Electronic Advice of Sale (Full Service)	83.64	8.36	92.00
	Rate Notice Copy	14.55	1.45	16.00
	Rate Enquiry	33.64	3.36	37.00
	Rates Database Extract	14.55	1.45	16.00
	Title Search	40.00	4.00	44.00
<u>Freedom of Information</u>				
	Application Fee - FOI (personal)			No Charge
	Application Fee - FOI (non-personal)	30.00	0.00	30.00
	Staff Time Dealing with Application - Per Hour	30.00	0.00	30.00
	Staff Supervised Access to Information - Per Hour	30.00	0.00	30.00
	Photocopying - as per fees listed in CRC printing section			
	Delivery, Packaging & Postage			At Cost
<u>Other</u>				
	Copy of State Electoral Roll	19.09	1.91	21.00
	Dishonoured Cheque Fee	19.09	1.91	21.00
	Surcharge for payment by Credit card			1.50%
	Bullfinch Book	33.64	3.36	37.00
	Koolyanobbing Book	33.64	3.36	37.00
	Yilgarn History Book	38.18	3.82	42.00
	Vultee Vengeance Book - Soft Cover	28.18	2.82	31.00
	Yellowdine Book	29.09	2.91	32.00
	Books - Postage Charge	13.64	1.36	15.00
LAW ORDER AND PUBLIC SAFETY				
<u>Dog & Cat Poundage</u>				
	First 24 hours or part thereof	41.00	0.00	41.00
	Each subsequent 24 hours or part thereof	10.50	0.00	10.50
<u>Dog Registration</u>				
	Annual (Non sterilised)	50.00	0.00	50.00
	Tri-Annual	120.00	0.00	120.00
	Lifetime	250.00	0.00	250.00
	Annual (Sterilised)	20.00	0.00	20.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Tri-Annual	42.50	0.00	42.50
	Lifetime	100.00	0.00	100.00
	<i>Drovers Dog (25% of fee charged)</i>			
	<i>Pensioners (50% of fee charged)</i>			
	Animal Destruction	40.91	4.09	45.00
	Kennel Annual Fee	200.00	0.00	200.00

Cat Registration

Annual (Sterilised)	20.00	0.00	20.00
Tri-Annual	42.50	0.00	42.50
Lifetime	100.00	0.00	100.00
<i>Pensioners (50% of fee charged)</i>			
Animal Destruction	40.91	4.09	45.00
Cat Breeding Fee per cat	100.00	0.00	100.00

HEALTH

Shire of Yilgarn Health local laws 1997

Lodging house registration	180.00	0.00	180.00
Itinerant food vendors license- Annual	180.00	0.00	180.00
Itinerant food vendors license - Daily	10.00	0.00	10.00

Liquor and Gaming

Cert. of Local Authority - Section 39 - Liquor	60.00	0.00	60.00
Cert. of Planning Authority - Section 40 - Liquor	60.00	0.00	60.00
Cert. of Local Authority - Section 55 - Gaming	60.00	0.00	60.00

Offensive Trades

As set by the Offensive Trades (Fees) Regulations 1976

Health (Public Building) Regulations 1992

Low Risk Public Building Application	90.00	0.00	90.00
Medium Risk Public Building Application	180.00	0.00	180.00
High Risk Public Building Application	832.00	0.00	832.00

Food Act 2008

Notification of a Non-Exempt Food Business	60.00	0.00	60.00
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(Source: Health Department Schedule of Local Government Fees and Charges)

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
EDUCATION AND WELFARE				
<u>SOUTHERN CROSS COMMUNITY RESOURCE CENTRE</u>				
<u>Photocopying / printing - black (per page)</u>				
	A4 single sided	0.27	0.03	0.30
	A4 double sided	0.36	0.04	0.40
	A3 single sided	0.55	0.05	0.60
	A3 double sided	0.73	0.07	0.80
	A4 nonstandard paper	0.55	0.05	0.60
	Over 150 copies A4 single sided	0.18	0.02	0.20
	Over 150 copies A4 double sided	0.27	0.03	0.30
	Over 150 copies A3 single sided	0.45	0.05	0.50
	Over 150 copies A3 double sided	0.64	0.06	0.70
<u>Photocopying / printing - colour (per page)</u>				
	A4 single sided	0.91	0.09	1.00
	A4 double sided	1.36	0.14	1.50
	A3 single sided	1.82	0.18	2.00
	A3 double sided	2.55	0.25	2.80
	Over 150 copies A4 single sided	0.82	0.08	0.90
	Over 150 copies A4 double sided	1.27	0.13	1.40
	Over 150 copies A3 single sided	1.73	0.17	1.90
	Over 150 copies A3 double sided	2.45	0.25	2.70
<u>Large format printing / scanning (up to 36" wide) - per ½ metre or part there of</u>				
	Printing - schematics & line drawings (Black)	10.91	1.09	12.00
	Printing - posters & pictures (Black)	22.73	2.27	25.00
	Printing - schematics & line drawings (Colour)	16.36	1.64	18.00
	Printing - posters & pictures (Colour)	31.82	3.18	35.00
	Scanning - per ½ metre	4.55	0.45	5.00
<u>Laminating</u>				
	A4	1.82	0.18	2.00
	A3	2.73	0.27	3.00
* Photocopying / printing cost not included.				
<u>Facsimile</u>				
	Facsimile first page	1.36	0.14	1.50
	Per page thereafter	0.91	0.09	1.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Binding</u>				
	A4 booklet 1-150 pages	3.18	0.32	3.50
	A4 booklet over 150 pages	4.09	0.41	4.50
<u>Internet Usage</u>				
	15 minutes	1.82	0.18	2.00
	15 - 30 minutes	3.64	0.36	4.00
	30 minutes to 1 hour	5.45	0.55	6.00
<u>Secretarial Services</u>				
	15 minutes	9.09	0.91	10.00
	15 - 30 minutes	18.18	1.82	20.00
	1 Hour	36.36	3.64	40.00
* Photocopying / printing, faxing, scanning and emailing cost not included.				
<u>Video Conferencing</u>				
	Video Conference link-up - per hour	45.45	4.55	50.00
<u>Conference Room Hire</u>				
	Per hour (1 - 3 hours)	18.18	1.82	20.00
	Per day	63.64	6.36	70.00
	Late cancellation fee	18.18	1.82	20.00
	Internet access (per hour)	4.55	0.45	5.00
	Internet access (per day)	27.27	2.73	30.00
<u>Scanning</u>				
	A4 & email/ save on own USB or CD per page	0.27	0.03	0.30
	A3 & email/ save on own USB or CD per page	0.55	0.05	0.60
	CD media	1.36	0.14	1.50
* Photocopying / printing cost not included.				
<u>Exam Supervision</u>				
	Per hour	27.27	2.73	30.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u><i>Disks Services (per disk)</i></u>				
	CD & DVD (CD supplied not DVD)	2.73	0.27	3.00
	Disk cleaning - DVD, CD or Blue-Ray	2.73	0.27	3.00
* No items under copyright will be copied.				
<u><i>Crosswords Advertising - Businesses outside Shire of Yilgarn</i></u>				
<u><i>Black / white</i></u>				
	Full page A4	31.82	3.18	35.00
	Full page A4 with typesetting	50.00	5.00	55.00
	Half page A5	18.18	1.82	20.00
	Half page A5 with typesetting	27.27	2.73	30.00
	¼ page	13.64	1.36	15.00
	¼ page with typesetting	22.73	2.27	25.00
<u><i>Colour</i></u>				
	Full page A4	145.45	14.55	160.00
	Full page A4 with typesetting	163.64	16.36	180.00
	Half page A5	81.82	8.18	90.00
	Half page A5 with typesetting	90.91	9.09	100.00
	¼ page	45.45	4.55	50.00
	¼ page with typesetting	54.55	5.45	60.00
<u><i>Crosswords Advertising - Not for-profit & local businesses</i></u>				
<u><i>Black / white</i></u>				
	Full page A4	27.27	2.73	30.00
	Full page A4 with typesetting	45.45	4.55	50.00
	Half page A5	13.64	1.36	15.00
	Half page A5 with typesetting	16.36	1.64	18.00
	¼ page	9.09	0.91	10.00
	¼ page with typesetting	13.64	1.36	15.00
<u><i>Colour</i></u>				
	Full page A4	118.18	11.82	130.00
	Full page A4 with typesetting	145.45	14.55	160.00
	Half page A5	63.64	6.36	70.00
	Half page A5 with typesetting	81.82	8.18	90.00
	¼ page	31.82	3.18	35.00
	¼ page with typesetting	36.36	3.64	40.00
<u><i>Crosswords Classified lineage</i></u>				
	Real Estate, Garage Sales, Employment max 6 lines	7.27	0.73	8.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Free Advertising</u>				
	Community Notices (Community Events, Community Group Notices, Health Services, Dog Bating, Volunteers needed etc.) Including Birthdays, Births, Deaths, Thanks, Congratulations, Gotchas, Raffle Results, Not For Profit Business Hours, Wanted adverts.			Free
<u>Crossword</u>				
	Per issue	0.91	0.09	1.00
	Annual mail subscription	75.00	7.50	82.50
	Online subscription (delivery via email)			Free
<u>Community Directory - Advertising</u>				
	Full Page - Glossy colour - Back cover	318.18	31.82	350.00
	Full Page - Glossy colour - Inside cover	318.18	31.82	350.00
	Full Page - Black & White - Inside book	209.09	20.91	230.00
	Half Page - Glossy colour - Inside & Back cover (excl, front cover)	245.45	24.55	270.00
	Half Page - Black & White - Inside book	190.91	19.09	210.00
	Quarter Page (Horizontal) - Glossy colour - Inside cover	200.00	20.00	220.00
	Quarter Page - Glossy colour - Inside cover	200.00	20.00	220.00
	Quarter Page - Black & White - Inside book	163.64	16.36	180.00
	Eighth Page - Black & White - Inside book	118.18	11.82	130.00
	Community phone directory	4.55	0.45	5.00
* 1st copy of phone directory free per household and charges apply thereafter				
<u>Shire Calendar - Advertising</u>				
	1 Ad	45.45	4.55	50.00
	2 Ads	81.82	8.18	90.00
	3 Ads	109.09	10.91	120.00
<u>Area Promotions Materials</u>				
	Post Cards	0.91	0.09	1.00
	Stickers	0.91	0.09	1.00
<u>Library</u>				
	Membership permanent resident			Free
	Membership temporary residents			Free
	Overdue notice (First free, charges apply thereafter)	5.00	0.50	5.50
	Bond for temporary residents	25.00	0.00	25.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
HOUSING				
<i>Rental Rates per Week</i>				
	Council Staff Housing	60.00	0.00	60.00
	Council Staff - Unit Housing - 91a-c Antares St	50.00	0.00	50.00
	Commercially Rented Properties (on application)			
	- 11 Andromeda Court	225.00	0.00	225.00
	- 6 Libra Place	300.00	0.00	300.00
	- 91A Antares Street	125.00	0.00	125.00
	- 103 Altair Street	200.00	0.00	200.00
	- 80 Spica Street	65.00	0.00	65.00
	- 35 Taurus Street (Dr's House)			Free
	Homes for the Aged - Units 1 to 4	55.00	0.00	55.00
	Homes for the Aged - Units 5 to 8	75.00	0.00	75.00
	Homes for the Aged - Units 9 to 12	120.00	0.00	120.00
	50 Antares Street - Units 1 to 4	250.00	0.00	250.00
	Cleaning Fee (If required on tenent vacating premises) - per hour or part there-of.	45.45	4.55	50.00
* A bond equivalent to four times the weekly rent is payable on all Council houses and units				
<i>Professional Housing per Night</i>				
	13a Libra Place	55.00	0.00	55.00
	13b Libra Place	55.00	0.00	55.00
<i>Commercial Fee</i>				
	13a Libra Place	110.00	0.00	110.00
	13b Libra Place	110.00	0.00	110.00
	Cleaning Fee (If required on tenent vacating premises) - per hour or part there-of.	45.45	4.55	50.00
COMMUNITY AMENITIES				
<i>Rubbish Collection - Sale of 240 litre Sulo Bin</i>				
	As determined separately by Council			
	Note: 240 ltr bins; First collection - GST free			
	240 ltr Rubbish Bins - sale of	72.73	7.27	80.00
<i>Refuse Disposal</i>				
	Controlled Liquid Waste (K210, K110) - per litre	0.12	0.01	0.13
	Asbestos Containing Material - per cubic metre	59.09	5.91	65.00
	Commercial Waste - per cubic metre	31.82	3.18	35.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Commercial Green Waste - per cubic metre	9.09	0.91	10.00
	Tyres - Small - Passenger/Motorbike (each)	4.55	0.45	5.00
	Tyres - Medium - 4WD, SUV (each)	9.09	0.91	10.00
	Tyres - Large - Truck (each)	18.18	1.82	20.00
	Tyres - Tractor (each)	45.45	4.55	50.00
	Opening outside of normal operating hours (minimum charge, waste charges additional)	59.09	5.91	65.00
	Local residential waste - during open hours			Free

Metres³ will be measured onsite, it is in your interest to have waste compacted on arrival

Southern Cross Cemetery

Grant of Right of Burial	250.00	0.00	250.00
Grant of Right of Burial - Niche Wall	100.00	0.00	100.00
Renewal of Grant of Right of Burial	100.00	0.00	100.00
Transfer of Grant of Right of Burial	30.00	0.00	30.00
Copy of Grant of Right of Burial	30.00	0.00	30.00
Interment of Adult	330.91	33.09	364.00
Digging Deeper Grave / Oversized Casket (in addition to applicable Interment Fee)	109.09	10.91	120.00
Interment of child under 7 yrs	189.09	18.91	208.00
Interment of stillborn	147.27	14.73	162.00
Interment of ashes	49.09	4.91	54.00
Reopening of adult grave	344.55	34.45	379.00
Reopening of child grave	245.45	24.55	270.00
Reopening of stillborn grave	196.36	19.64	216.00
Interment without due notice (in addition to applicable Interment Fee)	59.09	5.91	65.00
Interment outside usual hours (in addition to applicable Interment Fee)	98.18	9.82	108.00
Late arrivals (in addition to applicable Interment Fee)	40.00	4.00	44.00
Exhumations	343.64	34.36	378.00
Permission to erect headstone	28.18	2.82	31.00
Permission to erect monument	47.27	4.73	52.00
Permission to erect nameplate	10.00	1.00	11.00
Funeral Directors Annual License	200.00	0.00	200.00
Funeral Directors Single License	40.00	0.00	40.00
Search request	30.00	3.00	33.00
Single Niche placement (If Shire Staff assistance required)	30.00	3.00	33.00
Double Niche placement (If Shire Staff assistance required)	30.00	3.00	33.00
Masons Licence - Annual	100.00	0.00	100.00
Masons Licence - Single	50.00	0.00	50.00

Sewerage Applications

Fees set by Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
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Planning Application Fees - local Government Fees Only

Minor Town Planning Scheme Amendments, including rezoning or lots when not included as part of a LG amendment - use scale of fees or use average of \$2,000 plus cost for preparing amendment documentation (if applicable)	2,000.00	0.00	2,000.00
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Major Town Planning Scheme Amendments, including Lot Subdivision for 10 or more lots, when not included as part of a LG amendment - use scale of fees or use average of \$4,000 plus cost of preparing amendment documentation (if applicable)	4,000.00	0.00	4,000.00
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Planning Matters / Documents

Fees set by Planning and Development Regulations 2009

RECREATION AND CULTURE

Annual Fees

Southern Cross Football Club	3,272.73	327.27	3,600.00
Yilgarn Basketball Association (outdoor courts)	600.00	60.00	660.00
Yilgarn Basketball Association (indoor courts)	1,409.09	140.91	1,550.00
Yilgarn Netball Association (outdoor courts)	600.00	60.00	660.00
Yilgarn Netball Association (indoor courts)	1,409.09	140.91	1,550.00
Southern Cross Golf Club	545.45	54.55	600.00
Yilgarn Bowls & Tennis Clubrooms	1,409.09	140.91	1,550.00
Southern Cross Playgroup	500.00	50.00	550.00
Southern Cross Occasional Daycare	500.00	50.00	550.00

HIRE OF PUBLIC BUILDINGS & GROUNDS

Note: Council has agreed to authorise the CEO to waive hire charges for the following:

1. When **not for profit organisations, based in the Shire of Yilgarn**, hires a facility for fundraising for an altruistic purpose (example being the Big Morning Tea). In these instances the hire fee is to be recorded as a Shire donation.
2. When the facility is being used for a **youth** event and the purpose is educational and beneficial to the youth who reside within the Shire (an example being the Young Entertainers). In these instances the hire fee is to be recorded and charged to account E10624 Youth Development Programs.

Community Centre

Foyer only per day	90.91	9.09	100.00
Foyer only half day	63.64	6.36	70.00
Kitchen only flat rate	63.64	6.36	70.00
Private function per day	209.09	20.91	230.00
Private function half a day	145.45	14.55	160.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Commercial function per day	304.55	30.45	335.00
	Commercial function half day	181.82	18.18	200.00
	Bond (refundable)	300.00	0.00	300.00
	Extra Cleaning Fee per hour (minimum 2 hours)	45.45	4.55	50.00

* *Half Day = 4 hrs*

Senior Citizens Centre

Private & Corporate Functions - Maximum Charge	318.18	31.82	350.00
Bond (refundable)	300.00	0.00	300.00

* *Hire & Charge Rate at CEO's discretion*

Sports Complex

Lounge - incl. bar and kitchen access

Private function per day	163.64	16.36	180.00
Private function half day	109.09	10.91	120.00
Private function per hour	36.36	3.64	40.00
Commercial function per day	209.09	20.91	230.00
Commercial function half a day	145.45	14.55	160.00
Commercial function per hour	45.45	4.55	50.00
Kitchen only	50.00	5.00	55.00
Lounge only	63.64	6.36	70.00
Bar and Lounge only	113.64	11.36	125.00
Indoor Courts per hour	27.27	2.73	30.00
Sport function per day	95.45	9.55	105.00
Ground Hire - Commercial i.e. Circus (The grassed area behind outdoor courts)	409.09	40.91	450.00
Bond complex (refundable)	300.00	0.00	300.00
Bond ground (refundable)	515.00	0.00	515.00

Hire of chairs & tables (From Recreation Complex only)

Chairs - stack of 10	9.09	0.91	10.00
Table each	4.55	0.45	5.00

* *Pick up & return hirers responsibility.*

Community Car / Bus Hire Rates

Community Bus

Community Bus Hire (per km) (including fuel) Not for Profit Organisation	0.60	0.06	0.66
Commercial / For Profit Organisations (excluding fuel)	0.90	0.09	0.99
Community Bus Trailer (per day)	50.00	5.00	55.00
Cleaning Charge (If Not Cleaned)	409.09	40.91	450.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Community Car Use</u>				
	Community Car Hire per km (excluding fuel) - Not for Profit Organisation	0.18	0.02	0.20
	Subject to a Minimum Day hire rate - Not for Profit Organisation	13.64	1.36	15.00
	Community Car Hire per km (excluding fuel) - Commercial *	0.36	0.04	0.40
	Subject to a Minimum Day hire rate - Commercial	54.55	5.45	60.00
	Cleaning Charge (If Not Cleaned)	109.09	10.91	120.00

* *Commercial Hire: Subject to CEO's Approval*

Security Key System

Bond required for individual keys (refundable)	50.00	0.00	50.00
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Swimming Pool Admission

General Admission			Free
Lane Hire per hour	8.00	0.80	8.80
Private Hire per Hour	100.00	10.00	110.00

TRANSPORT

Aerodrome

Aircraft Annual landing fees (local)	150.00	15.00	165.00
Aircraft landing (per tonne rounded up)	15.91	1.59	17.50

Other

Sale of Gravel & Sand per cubic metre	5.00	0.50	5.50
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ECONOMIC SERVICES

Building Permit Fees

As set by Building Regulations 2013

Building Services levy

As set by Building Services (Complaint Resolution and Administration) Regulations 2011

Building and Construction Industry Training Fund

As set by Building and Construction Industry Training Fund and Levy Collection Act 1990

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Land leases - Annual - Payable by 1 July -</u>				
	Horse Agistment Leases - Annual (per yard)	150.00	15.00	165.00
	Lots 36 & 44 - Cropping	772.73	77.27	850.00
	Airport - Cropping	454.55	45.45	500.00
<u>Water Charges (per kilolitre)</u>				
	Domestic use from Standpipes (On Application) ¹			No Charge
1.	Water Usage to the Value of \$1,200 Annually - No Charge, Thereafter at applicable normal Standpipe Charge rates.			
<u>Dulyalbin Tank</u>				
	Water used for stock & spraying	1.30	0.00	1.30
<u>Mt Hampton Dam</u>				
	Water used for stock & spraying	0.67	0.00	0.67
<u>Standpipes</u>				
	Beaton - 50mm	8.50	0.00	8.50
	Bodallin - 80mm	8.50	0.00	8.50
	Bodallin - 25mm	3.00	0.00	3.00
	Bullfinch - 50mm	8.50	0.00	8.50
	Bullfinch - 25mm	3.00	0.00	3.00
	Castor - 25mm	3.00	0.00	3.00
	Garrett - 50mm	8.50	0.00	8.50
	Gatherer - 50mm	8.50	0.00	8.50
	Ghooli - 50mm	8.50	0.00	8.50
	Koolyanobbing - 50mm	8.50	0.00	8.50
	Marvel Loch - 50mm	8.50	0.00	8.50
	Moorine Rock - 80mm	8.50	0.00	8.50
	Moorine Rock - 25mm	3.00	0.00	3.00
	Noongar - 50mm	8.50	0.00	8.50
	Noongar - 25mm	3.00	0.00	3.00
	North Bodallin - 40mm	8.50	0.00	8.50
	O'Neils - 50mm	8.50	0.00	8.50
	Perilya - 50mm	8.50	0.00	8.50
* High Flow Standpipes are 40mm and above, Low Flow are less than 40mm				
	Standpipe Swipe Card (per card)	18.18	1.82	20.00
* Standpipe water charges subject to change at any time due to possible increased supply costs.				

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>CARAVAN PARK & TOURIST ACCOMMODATION</u>				
	Sandalwood Lodge - A Rooms (Per night)	109.09	10.91	120.00
	Sandalwood Lodge - Family Room (Per night)	154.55	15.45	170.00
	Sandlewood Lodge - B Rooms (Per night)	86.36	8.64	95.00
	Sandlewood Lodge - B Rooms Shared En-suite (Per night)	72.73	7.27	80.00
	Kurrajong Double or Single Room (Per Night)	77.27	7.73	85.00
	Kurrajong - Family Room (Per night)	122.73	12.27	135.00
	Powered Caravan Sites - First 2 Guests (Per night)	31.82	3.18	35.00
	Powered Caravan Sites - Additional Person (Per night)	4.55	0.45	5.00
	Powered Caravan Sites - First 2 Guests (Per week)	152.73	15.27	168.00
	Powered Caravan Sites - Additional Person (Per week)	27.27	2.73	30.00
	Unpowered Caravan Sites - First 2 Guests (Per night)	14.55	1.45	16.00
	Unpowered Caravan Sites - Additional Person (Per night)	4.55	0.45	5.00
	Unpowered Caravan Sites - First 2 Guests (Per week)	87.27	8.73	96.00
	Unpowered Caravan Sites - Additional Person (Per week)	27.27	2.73	30.00
	RV Potable Water (Per 20 Litres)	0.27	0.03	0.30
	Coin Operated Laundry Facilities - Washing Machine (Per cycle)	3.64	0.36	4.00
	Coin Operated Laundry Facilities - Dryer (Per cycle)	3.64	0.36	4.00
	Showers - Itinerant Use (Per person per use)	4.55	0.45	5.00
	Various Promotional & Non Promotional Merchandise			As Marked
	Lost Key Fee	45.45	4.55	50.00

* Powered & Unpowered Sites - Children under 5 years old free

Cancellations

Notice of:

More than 48 Hours

More than 24 Hours

Less than 24 Hours

Full Refund

50% Refund

No Refund

Cancellation Fee

13.64

1.36

15.00

Concessions

"Stay for 7 nights, Pay for 6 Nights"

(Applicable only to Sandalwood Motor Lodge and Kurrajong Rooms)

Value of 1 night applicable rate

Additional Fees

Additional Servicing of Room/s (Per Room / Per Day)

(While occupied, rooms are serviced on a weekly basis)

9.09

0.91

10.00

Additional Cleaning on Check Out

(Due to excessive level of disarray such as spills, rubbish, pet hair or rearranged furniture)

68.18

6.82

75.00

SHIRE OF YILGARN

2020 - 2021 FEES AND CHARGES

Function	Description	Fee	GST	Total
OTHER PROPERTY AND SERVICES				
<u>11 Antares St - Shop Front Rent - Per Year</u>				
	Section A (61.90 m ²)	1,547.50	154.75	1,702.25
	Section B (35.17 m ²)	879.25	87.92	967.17
	Section C (46.64 m ²)	1,166.00	116.60	1,282.60
	Section D (49.43 m ²)	1,235.75	123.57	1,359.32
<u>Labour Hire</u>				
	Labour (Operator)	75.45	7.55	83.00
	Additional Loading for Overtime (Time and a Half)	16.36	1.64	18.00
	Additional Loading for Overtime (Double Time)	32.73	3.27	36.00
	Labour (Executive)	105.45	10.55	116.00
<u>Other</u>				
	Administration Charge			12%
<u>Major Plant - Per hour, operator included</u>				
	Grader	168.18	16.82	185.00
	Construction Loader	176.36	17.64	194.00
	Town Loader	135.45	13.55	149.00
	Backhoe	96.36	9.64	106.00
	Skid Steer Loader	135.45	13.55	149.00
	Prime Mover and Side Tippers	195.45	19.55	215.00
	Prime Mover and Low Loader	140.00	14.00	154.00
	Truck <13 tonne	102.73	10.27	113.00
	Truck >13 tonne	125.45	12.55	138.00
	Tractor	100.91	10.09	111.00
	Roller Steel Drum	105.45	10.55	116.00
	Roller Multi Tyred	96.36	9.64	106.00
<u>Minor Plant - Per day, dry hire</u>				
	Minor Plant - Pumps, Generators & Trailers etc. (each)	100.00	10.00	110.00