



## **AGENDA FOR THE ORDINARY COUNCIL MEETING**

**17 JULY 2019**



**Ordinary Council Meeting Notice Paper**

**17 June 2019**

An Ordinary Meeting of Council is called for Wednesday, 17 July 2019, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.30 pm. Members of the public are most welcome to attend.

Nils Hay  
**Chief Executive Officer**  
11 July 2019

**DISCLAIMER**

The purpose of Council Meetings is to discuss, and where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a Member or Officer, or on the content of any discussion occurring, during the course of the meeting.

Persons should be aware that the provisions of the Local Government Act 1995 (Section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person. The Shire of Mingenew expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a Member or Officer, or the content of any discussion occurring, during the course of the Council meeting.

## PROCEDURE FOR PUBLIC QUESTION TIME, DEPUTATIONS, PRESENTATIONS AND PETITIONS AT COUNCIL MEETINGS

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

<b>Petitions</b> A formal process where members of the community present a written request to the Council.	<b>Deputations</b> A formal process where members of the community request permission to address Council or Committee on an issue.	<b>Presentations</b> An occasion where awards/gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government
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### PROCEDURE FOR DEPUTATIONS

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business. Any person or group wishing to be received as a deputation by the Council shall send to the CEO an application:

- I. Setting out the agenda item to which the deputation relates;
- II. Whether the deputation is supporting or opposing the officer's or Committee's recommendation; and
- III. Include sufficient detail to enable a general understanding of the purpose of the deputation.

Notice of deputations need to be received by 5pm on the day before the meeting and agreed to by the Presiding Member. Please contact the Shire via telephone on 99281192 or email [governance@mingenew.wa.gov.au](mailto:governance@mingenew.wa.gov.au) to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- I. is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- II. is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- III. additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

### PROCEDURE FOR PRESENTATION

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by 5pm on the day before the meeting and agreed to by the Presiding Member. Please contact the Shire via telephone on 99281102 or email [governance@mingenew.wa.gov.au](mailto:governance@mingenew.wa.gov.au) to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received / awarded by the Shire President or an appropriate Councillor.

### PROCEDURE FOR PETITIONS

Please note the following protocol for submissions of petitions. Petitions must:

- be addressed to the Shire President.
- be made by electors of the district.
- state the request on each page of the petition.
- contain the names, addresses and signatures of the elector(s) making the request, and the date each elector signed.
- contain a summary of the reasons for the request.
- state the name and address of the person whom arranged the petition for correspondence to be delivered to, as correspondence is not sent to all the signatures on the petition.

Where a petition does not relate to or conform to the above it may be treated as an 'informal' petition and the Chief Executive Officer may at his discretion forward the petition to Council accompanied by an officer report.

### **PROCEDURE FOR PUBLIC QUESTION TIME**

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision-making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the Local Government Act 1995) sets aside a period of 'Public Question Time' to enable a member of the public to put up to two (2) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Shire President may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the Shire of Mingenew Standing Orders Local Law 2017:

1. Public Questions Time will be limited to fifteen (15) minutes.
  2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
  3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
  4. Questions will be limited to two (2) per person.
  5. Please state your name and address, and then ask your question.
  6. Questions should be submitted to the Chief Executive Officer in writing by 5pm on the day before the meeting and be signed by the author. This allows for an informed response to be given at the meeting.
  7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
  8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
  9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
  10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.
- **During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.**
  - **Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.**
  - **Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.**

## TABLE OF CONTENTS

1.0	DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS .....	6
2.0	RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE .....	6
3.0	RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE .....	6
4.0	PUBLIC QUESTION TIME/PUBLIC STATEMENT TIME .....	6
5.0	APPLICATIONS FOR LEAVE OF ABSENCE .....	6
6.0	PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS .....	6
7.0	CONFIRMATION OF PREVIOUS MEETING MINUTES .....	6
7.1	ORDINARY MEETING HELD 19 JUNE 2019 .....	6
8.0	ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION .....	6
9.0	DECLARATIONS OF INTEREST .....	6
10.0	RECOMMENDATIONS OF COMMITTEES .....	6
10.1	LOCAL EMERGENCY MANAGEMENT COMMITTEE .....	6
11.0	REPORTS BY THE CHIEF EXECUTIVE OFFICER .....	7
11.1	NATIONAL REDRESS SCHEME .....	7
11.2	RFQ 2018/19(6) - PROVISION OF WASTE COLLECTION AND DISPOSAL SERVICES .....	13
11.3	CORPORATE BUSINESS PLAN 2019-2023 .....	16
11.4	FIVE YEAR ROAD PLAN 2019-2024 .....	19
11.5	ROAD CLOSURE POLICY .....	21
12.0	REPORTS OF ADMINISTRATION .....	23
12.1	FINANCIAL REPORT FOR THE PERIOD ENDED 30 JUNE 2019 .....	23
12.2	LIST OF PAYMENTS FOR THE PERIOD ENDING 30 JUNE 2019 .....	26
13.0	MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN/FOR CONSIDERATION AT FOLLOWING MEETING .....	27
13.1	REDUCTION OF SPEED LIMIT ON MIDLANDS RD .....	27
14.0	NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING .....	27
14.1	PROPOSED LATE ITEM – ANNUAL BUDGET 2019/20 .....	27
15.0	CONFIDENTIAL ITEMS .....	27
16.0	TIME AND DATE OF NEXT MEETING .....	27
17.0	CLOSURE .....	27



**AGENDA FOR THE ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON  
17 JULY 2019 COMMENCING AT 4.30PM**

- 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
- 2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE**
- 3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**  
Nil.
- 4.0 PUBLIC QUESTION TIME/PUBLIC STATEMENT TIME**
- 5.0 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6.0 PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**
- 7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES**
  - 7.1 ORDINARY MEETING HELD 19 JUNE 2019**

**OFFICER RECOMMENDATION - ITEM 7.1**

That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 19 June 2019 be confirmed as a true and accurate record of proceedings.

- 8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**
- 9.0 DECLARATIONS OF INTEREST**
- 10.0 RECOMMENDATIONS OF COMMITTEES**
  - 10.1 LOCAL EMERGENCY MANAGEMENT COMMITTEE**

**OFFICER RECOMMENDATION - ITEM 10.1**

That the minutes of the Local Emergency Management Committee meeting of the Shire of Mingenew held in the Council Chambers on 9 July 2019 be received.

## 11.0 REPORTS BY THE CHIEF EXECUTIVE OFFICER

### 11.1 NATIONAL REDRESS SCHEME

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**Disclosure of Interest:** Nil  
**File Reference:** ADM0523  
**Date:** 1 July 2019  
**Author:** Nils Hay, Chief Executive Officer  
**Voting Requirements:** Simple Majority

#### Summary

To seek Council feedback with regard to their preference and capacity to join the National Redress Scheme.

#### Key Points

- The Royal Commission into Institutional Responses to Child Sexual Abuse prompted the establishment of the National Redress Scheme
- Scheme to provide opportunity for victims of institutional child sexual abuse, outside of the civil litigation process, to apply for a direct personal response from the responsible institution, access counselling and psychological care and be compensated up to \$150,000
- The Royal Commission also recommended Local Governments establish Child Safety Officer functions within their workforce to foster ongoing child safety messaging and support
- Support conditional upon joining the scheme not resulting in an increased cost or administrative burden to local government
- Position endorsed by WALGA Northern Country Zone
- Local governments are asked to consider their capacity to: source and provide records within prescribed timeframes (further information on page 8 of WALGA Discussion Paper); deliver a Direct Personal Response in the requested manner (page 9); and, financially compensate the claim (page 10)
- LGIS Liability covers a member for '*all sums which the member shall become legally liable to pay for compensation.... in respect of ... personal injury*' (further information available on page 5 of LGIS Update)
- It is believed that the risk of exposure for Shire of Mingenew is relatively low and, as a result, joining the Scheme and showing support for it is desirable from both a financial and reputational standpoint

#### **OFFICER RECOMMENDATION – ITEM 11.1**

**That Council endorses the position of the Northern Country Zone of WALGA, and advises the Western Australia Local Government Association (WALGA) that it agrees to join National Redress Scheme as a State Government entity under the following conditions:**

1. **Local Governments Child Safety Officer positions from existing staff profiles:**
  - a) **This position must be fully funded by the State and/or Commonwealth government and cost is not an imposition on the local government (i.e. not another costs-shifting exercise);**
  - b) **A regional approach could be considered by a group of local government authorities if this is considered appropriate and effective, rather than expecting every individual local government authority to establish a new position, or incorporate the tasks required of the position into existing staff profiles;**
  - c) **There must be stringent legal processes and protections in place to ensure the reporting officer is not exposed for not reporting an incident or reporting something which is false or vexatious.**
2. **Areas of the local government to establish the Child Support Officer designation in supporting the community to create child safe environments:**

- a) There is no specific position in small local government authorities which is best suited to undertaking the role as a Child Safety Officer and this should be determined by the individual local government authority;
  - b) All sporting and recreation institutions, including arts, culture and hobby groups, that engage with or provide services to children should implement and comply with the Child Safety Standards including Working with Children Check requirements;
3. Training, resources and support required by the local government to successfully implement designated Child Safety Officers:
- a) Initial and ongoing training, resources and support of the local government authority and the proposed Child Support Officer needs to be fully funded by the Commonwealth and/or State government and not be at the cost of the local government;
  - b) Any agency established for administering the reporting requirements of local government authorities must be there to support the process, not simply a regulatory body with a focus on compliance by a local government authority;
  - c) Help desk, legal support and advice needs to be provided and readily available to the Child Support Officer and the local government authority, with this being the predominant purpose of any such agency.
4. Supporting local government with the implementation of Child Safety Officers:
- a) Any agency established for accepting and determining outcomes of matters reported by the local government should provide legal representation on behalf of the local government and any staff in the event of legal action taken against the Child Support Officer and/or local government. Any legal costs must not be the local government authority's responsibility;
  - b) Legislation introduced for the proposed reportable conduct scheme must incorporate stringent processes and protections in place to ensure the reporting officer and local government authority are not legally exposed for not reporting an incident, or reporting something, which is proven to be false or vexatious;
  - c) There must be strong legal processes and procedures in place to deal with the vexatious complainants creating issues based on conspiracy theories, rumour and innuendo and for those proven to have submitted complaints without basis dealt with under any proposed legislation (e.g. prosecution, infringement).
5. Source and Provide Records:
- Agree to being responsible for sourcing and providing records within prescribed timeframes under the condition such responsibility will not result in any additional resources being required of the Shire;
6. Deliver and Provide Personal Response:
- Agree to being responsible for delivery of a Direct Personal Response in the requested manner timeframes under the condition such responsibility will not result in any additional resources being required of the Shire;
7. Financially Compensate the Claim:
- The State Government is responsible for financial compensation of all claims;



## **8. Insurance:**

**The Local Government's insurance policies and premiums are in no way adversely affected by its agreement to join National Redress Scheme as a State Government entity.**

### **Attachment**

- 11.1.1 WALGA National Redress Scheme Discussion Paper
- 11.1.2 LGIS National Redress Scheme Update
- 11.1.3 Northern Country Zone of WALGA Minutes of meeting held 26 June 2019

### **Background**

Western Australian Local Government Association (WALGA) has provided the following background on the National Redress Scheme (NRS):

*"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 institutions, and to protect, report and respond to child sexual abuse.*

*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) incorporated findings and recommendations of the previously released reports and was handed down on 15 December 2017.*

*The National Redress Scheme formally commenced operation on 1 July 2018 and 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 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 (average payment expected to be approximately \$76,000).*

*The Scheme is being administered by the Commonwealth Government and all State and Territory Governments have formally joined the Scheme. 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).*

*The WA Parliament passed the legislation required to allow the Government and WA based non-government institutions to participate in the 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 participation in the Scheme from 1 January 2019.*

*The State Government's Redress Coordination Unit has been established within the Office of the Commissioner for Victims of Crime, Department of Justice and will:*

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

*State Government, through the Department of Local Government, Sport and Cultural Industries (DLGSC), with the support of WALGA, are consulting all Local Governments' on their preference and capacity to join the National Redress Scheme, with one option to join as a State Government agency under the definitions contained within the National Redress Scheme for Institutional Child Sexual Abuse Act 2018 (Cth).*

*In considering the preferred options there are three critical considerations for Council to be cognisant of in regarding the local government authorities' capacity as a participating organisation including:*

1. *Source and provide records within prescribed timeframes*
2. *Deliver a Direct Personal Response in the requested manner*
3. *Financially compensate the claim"*

WALGA has provided the following list of Opportunities and Challenges regarding the chose to join, or not join the National Redress Scheme as a State Government entity:

<b>Join Scheme (National Redress Scheme)</b>	
<b>Opportunities</b>	<b>Challenges</b>
<ul style="list-style-type: none"> <li>Clearly defined eligibility criteria</li> <li>Consistency and capping of compensation payments</li> <li>Releases institution from civil liability</li> <li>Minimising likelihood of re-traumatisation for victim/survivor</li> <li>Increased perception of justice and procedural fairness is promoted provided protection for LGs</li> <li>Display of accountability and transparency of Local Government</li> <li>National consistency and legislative safeguarding</li> <li>Supports the principle of accountability promoted by the Royal Commission</li> </ul>	<ul style="list-style-type: none"> <li>Ratepayers don't get a say</li> <li>WA Criminal Code may produce conflicting complexity.</li> </ul>

<b>Do Not Join Scheme (Civil Litigation Process)</b>	
<b>Opportunities</b>	<b>Challenges</b>
<ul style="list-style-type: none"> <li>Potential for negotiated settlement</li> <li>Independence in achieving resolutions</li> <li>Unlimited timeframes for action</li> <li>WA Redress Scheme may have addressed some claims.</li> </ul>	<ul style="list-style-type: none"> <li>A potentially more difficult process for survivors/victims</li> <li>Additional legal and other expenses</li> <li>No capped financial claim amount (could exceed \$150k)</li> <li>Eligibility criteria and standard of proof unrestricted</li> <li>Unlimited timeframes for action therefore may incur higher legal fees</li> <li>Potential for socio-political consequences.</li> </ul>

The following is stated in the Department of Local Government, Sport & Cultural Industries' (DLGSC) Information and Discussion Paper – Local Government Summary (the Summary) in relation to the direct affect these recommendations are going to have on local government:

*"Local Government*

*The Royal Commission made one key recommendation specifically for local government:*

- *With support from governments at the national, state and territory levels, **local governments should designate child safety officer positions from existing staff profiles** to carry out the following functions:*
  - a) *developing child safe messages in local government venues, grounds and facilities;*
  - b) *assisting local institutions to access online child safe resources;*
  - c) *providing child safety information and support to local institutions on a needs basis;*
  - d) *supporting local institutions to work collaboratively with key services to ensure child safe approaches are culturally safe, disability aware and appropriate for children from diverse backgrounds. This recommendation acknowledges local government as the closest tier of government to the community; one that frequently provides an expansive range of direct services, as well as information, support and guidance to community-based organisations and individuals."*

### **Comment**

It is recommended that the Shire provide conditional support for the National Redress Scheme, outlining:

- the lack of internal capacity to adequately resource a Child Safety Officer from the existing workforce;
- the expectation is that the position would be fully funded by the State and/or Commonwealth government including training and other resources;
- legal processes and protections need to be in place to prevent exposure to adverse risk resulting from false or vexatious claims;
- the support for maintaining the current requirements around Working with Children Checks and complying with the Child Safety Standards

At the Northern Country Zone of WALGA meeting held on 26 June 2019, local governments shared their concerns for resourcing the recommendations and developed a position to feedback through to WALGA and the Department as part of the consultation process. This included a proposal to approach the resourcing requirements regionally.

There was also strong support from other local governments for the establishment of an appropriate and legally sound reportable conduct scheme.

Recommendation 14.1 of the Paper states: "*All sporting and recreation institutions, including arts, culture and hobby groups, that engage with or provide services to children should implement the Child Safety Standards identified by the Royal Commission*". Should there be any additional responsibilities as a result of this Scheme, there may be resourcing challenges for affected groups. I have therefore recommended that the status quo remain with regard to these requirements.

### **Consultation**

WALGA

LGIS

Northern Country Zone of WALGA

### **Statutory Environment**

*National Redress Scheme for Institutional Child Sexual Abuse Act 2018*

### **Policy Implications**

The Shire may wish to establish policies and procedures to support the legal obligations and resourcing arrangements once local government responsibilities have been clarified.

### **Financial Implications**

WALGA has stated:

*"There are no financial requirements to join the Scheme.*

*If the preferred recommendation is endorsed as a Statewide position of Local and State Government, there will be no requirement for the local government authority to provide a redress payment in the instance of a claim. There will however need to be a consideration into workforce requirements for the allocation of staff to source records within prescribed timeframes."*

However; there may be a resource implication imposed on local government authorities if legislation imposes additional roles and responsibilities on local governments. What the extent of the resource requirements are is unknown.

**Strategic Implications**

Strategic Community Plan 2017-2027

Strategy 2.1.2 Develop healthcare and recreation services for all the community to ensure the well-being and health of all age groups within the community.

## 11.2 RFQ 2018/19(6) - PROVISION OF WASTE COLLECTION AND DISPOSAL SERVICES

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**Disclosure of Interest:** Nil  
**File Reference:** TEN017  
**Date:** 8 July 2019  
**Author:** Neil Hartley, Project Officer  
**Voting Requirement:** Simple Majority

### Summary

The existing contract for Mingenew's Waste Collection & Disposal Service is being provided by Avon Waste. The contract is to conclude on 20 September 2019. Requests for Quotation (RFQ) have been called and assessed and the purpose of this item is to propose that Council offer a three-year initial term (+ two-year option) to Cleanaway Operations Pty Ltd, for the provision of a rubbish collection services within the Shire of Mingenew.

### Key Points

- Mingenew's current contract for waste collection and disposal services is due to conclude on 20 September 2019
- The new contract is proposed for a 3 year term with the option to extend for a further two years
- An addition to the new contract has been made to allow for the collection of public rubbish bins from Drover's Rest; Enanty Barn; Depot Hill; and Yandanooka Townsite.
- Tenders were invited through WALGA's *VendorPanel* Preferred Supplier Program service
- 3 x submissions were received – from Avon Waste, Cleanaway and Veolia
- The recommendation has been based on the Panel's evaluation (attached), with price being the key factor in determining the preferred contractor after all criteria has been considered
- If the officer's recommendation is to be accepted, Council need to consider a variation that allows for a self-insurance system for Workers Compensation (which the General Conditions of Contract stated would not be accepted)

### **OFFICER RECOMMENDATION – ITEM 11.2**

**That Council:**

1. **Accepts the tender from Cleanaway Operations Pty Ltd for provision of Waste Collection & Disposal Service for the estimated sum of \$42,337per annum (ex GST) and awards the contract for Waste Collection & Disposal Service (RFQ (2018/19) 6) to Cleanaway Operations Pty Ltd (ABN: 40 010 745 383) for a three year term from 21 September 2019 to 20 September 2022 (plus a two year option at the Shire's discretion);**
2. **Notes and accepts that Cleanaway Operations Pty Ltd holds a self-insurance licence authorising retention of liability and management of workers' compensation claims under the Commonwealth Safety, Rehabilitation and Compensation Act 1988;**
3. **Notes that the eventual fee paid to Cleanaway will be based on the actual number of bin services provided for, and the actual tonnage quantity of waste collected and disposed of;**
4. **Authorises the Shire President and/or Chief Executive Officer to sign the Contract and (if required) affix the Shire's Common Seal; and**
5. **Authorises the CEO to manage the Cleanaway contract, including the provision of possible variations (provided the variation is necessary in order for the goods or services to be supplied, and does not change the general scope of the contract).**

### Attachment

- 11.2.1 Request for Quotation
- 11.2.2 General Conditions of Contract
- 11.2.3 **CONFIDENTIAL - Request for Quotation Assessment - Waste Collection & Disposal Service *provided under separate confidential cover in accordance with s5.23(2)(c) and (e) of the Local Government Act 1995.***

### **Background**

The Shire of Mingenew entered into a Deed of Agreement (dated 30 November 2017) with Stondon Pty Ltd - trading as Avon Waste - for Refuse and Waste Disposal Services. The term on this contract was for two years commencing 21st September 2017. Whilst the option to negotiate a two-year extension was possible, it was deemed prudent to test the market at this time by calling for a new *Request for Quotation*, utilising the Western Australian Local Government Association's *VendorPanel* Preferred Supplier Program service.

Requests for Quotation (RFQ 2018/19(6) Waste Collection and Waste Disposal Services opened on Monday 20 May 2019 and closed at 9.00am on Friday 07 Jun 2019.

An assessment of the RFQ's was undertaken by Erin Greaves (Governance Officer) and Neil Hartley (Project Officer) – see report attached.

### **Comment**

All three bidders are high quality operators with extensive service delivery history in the waste management services area. Whilst of different corporate sizes and make-ups, all three would be most capable of delivering the service desired by the Shire of Mingenew. Mingenew has in the past used both Veolia and Avon Waste. Price therefore, is the criteria that was the more significant component of the assessment that separated one of the three, from the remaining two.

Cleanaway is the lowest price option. It operates from a Geraldton base and therefore attracted the same Regional Price Preference consideration as Veolia (which also has a Geraldton base). Due to the price differential between Cleanaway and Veolia however, the Regional Price Preference was irrelevant to the outcome in this instance.

All three bidders had non-compliances within the compliance criteria set. Cleanaway, the proposed preferred bidder, has a self insurance system in place for its Workers Compensation and the Shire's Contract highlighted that self insurance was not to form part of the contract. Cleanaway Operations Pty Ltd holds a self-insurance licence authorising retention of liability and management of workers' compensation claims under the Commonwealth Safety, Rehabilitation and Compensation Act 1988 (SRC Act). Confirmation was therefore sought in regard to the acceptability of this matter. Contact was made with Local Government Insurance Services, the Shire's insurers, which advised "*Confirm no issues. There are some large employers around the country who have an exemption from the legislation to have a workers compensation insurance policy. Cleanaway is one of these organisation as is WA local governments. Much like what LGISWA does for the local government sector, Comcare will have been appointed by Cleanaway to manage their workers compensation claims on their behalf.*" The WALGA Vendor Panel also confirms that Cleanaway has the appropriate exemption to remain compliant with the Vendor Panel requirements. Notwithstanding, if Cleanaway is to remain as the preferred contractor, Council will need to endorse that variation component in light of it being a RFQ requirement.

An additional component was added to the RFQ on this occasion as an option. Namely, that the contractor also collects the public rubbish bins from sites external to Mingenew Townsite (namely, Drover's Rest; Enanty Barn; Depot Hill; and Yandanooka Townsite. The fee for this service is the same rate as for the townsite residential bins (\$1.52/week for collection + \$94/tonne for disposal) or estimated to be about \$1,000pa in total. This is considered to be excellent value and will save Shire resources being allocated to undertake this regular task. It might be that during busy tourist periods, some supplement of collection might be warranted by Shire staff/equipment, but that would be the case irrespective of which option for collection prevailed. 240lt bins will need to be positioned at the various pick up locations.

### **Consultation**

WALGA Vendor Panel and Local Government Insurance Services.

### **Statutory Environment**

The Local Government Act 1995 at S3.57(1) (tenders for providing goods or services) requires that in certain circumstances, a local government is to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services. The Local Government (Functions and General) Regulations 1996 at Cl.11(1) (when tenders have to be publicly invited) clarifies that tenders are to be publicly invited if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000.

Clause 11(2)(b) however, outlines that tenders do not have to be publicly invited according to the requirements of this Division if the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program.

Section 50 of the Waste Avoidance and Resource Recovery Act 2007 outlines that (subject to the Environmental Protection Act) a local government may provide or enter into a contract for the provision on its behalf of, waste services. Sections 66 and 67 provides the capacity for local governments to charge a fee for the service of waste collection and disposal.

**Policy Implications**

The Shire of Mingenew's Purchasing Policy requires three written quotations for an expected purchase in the range of \$40,000 - \$149,999 unless invitations to quote are lodged utilising the Western Australian Local Government Association's *VendorPanel* service. Requests for Quotation opened through the *VendorPanel* service on Monday 20 May 2019 and closed at 9.00am on Friday 07 Jun 2019.

**Financial Implications**

The Shire provides for an annual budget allocation to conduct its waste collection and disposal activities and charges an annual fee to its residents to fund that service. The anticipated 2018/19 cost for the current service will be about \$59,000, so if waste tonnages remain consistent with previous years, it is expected that there should even be an annual saving by adopting the approximately \$43,000 Cleanaway contract.

**Strategic Implications**

The Corporate Business Plan 2017-21 outlines that the Shire will have the objective of being "*A sustainable natural and built environment that meets current and future community needs*". This area addresses numerous waste type components (like the Transfer Station and recycling) but does not specifically outline an action/outcome in regard to the weekly refuse collection/disposal service.

### 11.3 CORPORATE BUSINESS PLAN 2019-2023

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**Disclosure of Interest:** Nil  
**File Reference:** ADM0120  
**Date:** 10 July 2019  
**Author:** Nils Hay, Chief Executive Officer  
**Voting Requirements:** Absolute Majority

#### Summary

This report recommends the endorsement of the Shire of Mingenew's Corporate Business Plan 2019-2023

#### Key Points:

- Document is an operational plan designed to deliver, over 4 years, a portion of the recently adopted 10-year Strategic Community Plan
- Document is reviewed and revised annually
- Updated version of that provided to Councillors at May Concept Forum. Includes input from staff and Councillors from June Concept Forum and July 9 Budget Workshop
- Identifies key projects for next 4 years, responsible parties for delivery and considers resourcing of delivery (refer to page 21 of the Attachment)
- Key part of Integrated Planning framework – and should link back to Strategic Community Plan, Budget, Workforce Plan, Long Term Financial Plan and Asset Management Plan
- For more information, see <https://www.dlgsc.wa.gov.au/localgovernment/strengthening/Pages/Corporate-Business-Plan.aspx>

#### **OFFICER RECOMMENDATION – ITEM 11.3**

**That Council endorses the Shire of Mingenew Corporate Business Plan 2019 – 2023**

#### Attachment

11.3.1 Draft Shire of Mingenew Corporate Business Plan 2019-2023

#### Background

The Corporate Business Plan ("CBP") is a key component of the Integrated Planning Framework. It is a local government's internal business planning tool that translates Council priorities into operations within the resources available. It details the services, operations and projects a local government will deliver over a defined period, the processes for delivering these and the resources to be utilised.

The Corporate Business Plan activates the Strategic Community Plan by responding to:

- Council's distillation and prioritisation of the community's short, medium, and long-term aspirations.
- Existing operational plans, priorities and external factors impacting on resourcing
- The assessment and integration of services and business area plans

The process through which the Corporate Business Plan is developed incorporates:

- Activating the Strategic Community Plan.
- Operations Planning - including:
  - Asset Management.
  - Financial Management.
  - Workforce Management.
- Annual reviews and reprioritisation of the Corporate Business Plan on the basis of:



- Internal issues and performance.
- External issues impacting in the near future.

Initial drafts of the 2019-2023 CBP were presented to Council at the May and June 2019 Concept Forums, the feedback from which was used to further develop the attached document.

### **Comment**

The Corporate Business Plan outlines the priorities and strategies that Council will pursue over the next four years to deliver on the community vision documented within the Strategic Community Plan (SCP). Given the recent significant review of the SCP, the CBP has been rebuilt to align with Council's updated strategic direction.

This document has been developed concurrently with the 2019/20 Budget, and relevant allocations have been noted in the CBP as per the draft Budget following the 9 July 2019 Budget Workshop.

In future years, it will be a key input during the budgeting process to guide resource allocation for Council projects.

The CBP will continue to be reviewed annually, providing an opportunity to consider any change in priorities based on the circumstances that prevail at that time. Reporting against the measures will form part of Council's regular reporting systems, including the Chief Executive Officer's own KPI's, and also be included in the Annual Report.

### **Consultation**

Leadership Team

### **Statutory Environment**

*Local Government Act 1995:*

#### **5.53. Annual reports**

- (1) *The local government is to prepare an annual report for each financial year.*
- (2) *The annual report is to contain —*
  - a. *a report from the mayor or president; and*
  - b. *a report from the CEO; and*
  - c. *[deleted]*
  - d. *[deleted]*
  - e. *an overview of the plan for the future of the district made in accordance with section 5.56, including major initiatives that are proposed to commence or to continue in the next financial year; and*
  - f. *the financial report for the financial year; and*
  - g. *such information as may be prescribed in relation to the payments made to employees; and*
  - h. *the auditor's report prepared under section 7.9(1) or 7.12AD(1) for the financial year; and*
  - ha. *a matter on which a report must be made under section 29(2) of the Disability Services Act 1993; and*
  - hb. *details of entries made under section 5.121 during the financial year in the register of complaints, including —*
    - (i) *the number of complaints recorded in the register of complaints; and*
    - (ii) *how the recorded complaints were dealt with; and*
    - (iii) *any other details that the regulations may require; and*
  - i. *such other information as may be prescribed.*

#### **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 reg*

*Local Government (Administration) Regulations 1996*

**19CA. Information about modifications to certain plans to be included (Act s. 5.53(2)(i))**

- (1) This regulation has effect for the purposes of section 5.53(2)(i).*
- (2) If a modification is made during a financial year to a local government's strategic community plan, the annual report of the local government for the financial year is to contain information about that modification.*
- (3) If a significant modification is made during a financial year to a local government's corporate business plan, the annual report of the local government for the financial year is to contain information about that significant modification.*

**19DA. Corporate business plans, requirements for (Act s. 5.56)**

- (1) A local government is to ensure that a corporate business plan is made for its district in accordance with this regulation in respect of each financial year after the financial year ending*
  - (1) 30 June 2013.*
- (2) A corporate business plan for a district is to cover the period specified in the plan, which is to be at least 4 financial years.*
- (3) A corporate business plan for a district is to —*
  - (a) set out, consistently with any relevant priorities set out in the strategic community plan for the district, a local government's priorities for dealing with the objectives and aspirations of the community in the district; and*
  - (b) govern a local government's internal business planning by expressing a local government's priorities by reference to operations that are within the capacity of the local government's resources; and*
  - (c) develop and integrate matters relating to resources, including asset management, workforce planning and long-term financial planning.*
- (4) A local government is to review the current corporate business plan for its district every year.*
- (5) A local government may modify a corporate business plan, including extending the period the plan is made in respect of and modifying the plan if required because of modification of the local government's strategic community plan.*
- (6) A council is to consider a corporate business plan, or modifications of such a plan, submitted to it and is to determine whether or not to adopt the plan or the modifications.*
- (7) If a corporate business plan is, or modifications of a corporate business plan are, adopted by the council, the plan or modified plan applies to the district for the period specified in the plan.*

**Policy Implications**

Nil.

**Financial Implications**

The Plan is the key driver for the annual budget and the long-term financial plan. This linkage ensures that community priorities are adequately funded and that appropriate and endorsed rating strategies are in place to allow any financial impact on the community to be carefully considered.

The financial references in the draft CBP reflect those in the draft budget following the 9 July 2019 Budget Workshop.

**Strategic Implications**

The Corporate Business Plan has direct links to all of the following documents;

- Annual Budget
- Community Strategic Plan
- Long Term financial Plan
- Workforce Plan
- Asset Management Plan

## 11.4 FIVE YEAR ROAD PLAN 2019-2024

<b>Location/Address:</b>	Shire of Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>Disclosure of Interest:</b>	Nil
<b>File Reference:</b>	ADM0120
<b>Date:</b>	10 July 2019
<b>Author:</b>	Nils Hay, Chief Executive Officer
<b>Voting Requirements:</b>	Simple Majority

### Summary

This report recommends the endorsement of the Shire of Mingenew's Five Year Road Plan 2019-2024.

### Key Points:

- Non-statutory document, designed to identify and provide for resourcing of future road projects
- Seeks to support aims of Asset Management Plan and can help guide long term financial plan
- Provides guidance for key projects in current Financial Year
- Will be reviewed annually to ensure rolling five-year horizon
- Future years are somewhat aspirational, as will be dependent upon success of funding applications in the current year

### **OFFICER RECOMMENDATION – ITEM 11.4**

**That Council endorses the Shire of Mingenew Five Year Road Plan 2019-2024.**

### Attachment

11.4.1 Draft Shire of Mingenew Five Year Road Plan 2019-2024

### Background

The 5 Year Road Plan has been developed over the recent months, following identification of key road works projects and submissions of road funding applications (primarily Black Spot funding).

It provides direction for key road projects in the current financial year, whilst also providing clear guidance and a plan to address other projects/priorities in future years. The draft presented to the Council Concept Forum in June has been updated to reflect feedback provided there.

### Comment

Whilst this isn't a statutory document, it does support Council's legislated obligations to plan for the future. It will be reviewed and reported against annually. This will allow us to maintain a rolling five-year horizon of works. It's worth noting that, beyond the current budgeted year, the document is more aspirational – which is why it will be important to review it in line with the budget in the forward years.

In 20/21 and 21/22 the document includes current funding applications for Black Spot works on Yandanooka NE Rd (including the Mingenew-Morawa Road intersection). Naturally, if all these applications are not successful (and potentially even if they are, in terms of managing budgetary capacity and workload) we will be required to amend scopes and push works out to future years.

Likewise, the potential for the CBH Heavy Vehicle Access project has been reflected in forward years, but with no cost attached as it's not possible at this early stage to form a reasonable estimate.

This is a 'living document' and will be regularly reviewed to reflect Council's evolving financial position and priorities. As it gets used, it's expected that it will become better integrated with Asset Management Plan and Long Term Financial Plan, and that the predications contained therein become increasingly accurate.

**Consultation**

Leadership Team

Greenfield Consulting Engineers

**Statutory Environment**

*Local Government Act 1995:*

**5.56. Planning for the future**

*(3) A local government is to plan for the future of the district.*

*(4) A local government is to ensure that plans made under subsection (1) are in accordance with any reg*

**Policy Implications**

Nil

**Financial Implications**

The Plan for FY19/20 reflects what was endorsed at the 9 July 2019 Budget Workshop.

FY20/21 onwards will be dependent upon a number of factors, including:

- Success (or otherwise) of funding applications
- Available Council funds for future roadworks programs
- Changes in priority for various road projects

As such, the document will be reviewed – along with the budget – annually to ensure that it reflects our financial reality as closely as possible.

**Strategic Implications**

The Plan has links to the following documents;

- Long Term financial Plan
- Asset Management Plan

The Shire's Strategic Community Plan 2019-2029 includes the following Goals:

- 1.1.1 Provide and support cost effective transport networks
- 1.2.1 Manage organisation in a financially sustainable manner

## 11.5 ROAD CLOSURE POLICY

<b>Location/Address:</b>	Shire of Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>Disclosure of Interest:</b>	Nil
<b>File Reference:</b>	ADM0489
<b>Date:</b>	11 July 2019
<b>Author:</b>	Nils Hay, Chief Executive Officer
<b>Voting Requirements:</b>	Simple Majority

### Summary

To adopt a policy position with regard to closing Shire roads and issuing access permits to ensure safe road access and thoroughfare.

### Key Points

- Section 5.30 of the Local Government Act provides local governments with the power to wholly or partially close roads
- The Shire does not currently have a Road Closure Policy; such a policy will give clarity to Council Officers and road users when it comes to the closure of roads and exemptions to any such closures
- The purpose of the proposed policy is to manage road closures in a manner that preserves the safety of road users and the lifespan of the Shire's road transportation network.
- A policy will guide the circumstances for which roads may be closed, the type/size of vehicle for which it applies and provide for any conditions and exemptions
- The Chief Executive Officer and Works Supervisor currently have delegated authority to close roads in accordance with s5.30 and s5.351 of the Local Government Act 1995 (Delegations CD09 and CEOD7 Closing of Thoroughfares).

### **OFFICER RECOMMENDATION – ITEM 11.4**

**That Council adopts the Shire of Mingenew Road Closure Policy 1.5.2 as provided under separate cover.**

### Attachment

11.5.1 Proposed Road Closure Policy

### Background

Currently Council does not have a policy to guide road closures.

The Chief Executive Officer has been granted delegated authority (Register of Delegated Authority v1.3 adopted 19 December 2018) to manage the closing of thoroughfares as follows:

*Authority to:*

1. *Close a thoroughfare managed by the Shire (wholly or partially) for a period of less than four weeks [s3.50(1)];*
2. *Close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles [s3.50(1), (1a) and (2)].*
3. *Approve an application for an order for a road closure [for an event] [r4]*
4. *Waive the payment of all or any of the costs referred to in sub regulation (2) [r9(3)].*

The Works Supervisor has sub-delegated authority (by the CEO) to:

1. *Close a thoroughfare managed by the Shire (wholly or partially) for a period of less than four weeks [s3.50(1)];*
2. *Close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles [s3.50(1), (1a) and (2)].*

### Comment

A Road Closure Policy provides greater clarity and guidance with regard to managing road closures, allowing for:

- the circumstances under which a road may be closed;
- the type/size of vehicle for which a closure may apply
- conditions under which a permit may be issued; and
- any exemptions that may apply.

### **Consultation**

Neighbouring local governments;

- Three Springs have a similar policy but for vehicles of 5t or more
- City of Greater Geraldton have a similar policy, but for vehicles of 3.5t or more
- Morawa have a similar policy, for vehicles of 4.5t or more

### **Statutory Environment**

*Local Government Act 1995 section 3.50(1)*

#### **3.50. Closing certain thoroughfares to vehicles**

- (1) *A local government may close any thoroughfare that it manages to the passage of vehicles, wholly or partially, for a period not exceeding 4 weeks.*
- (1a) *A local government may, by local public notice, order that a thoroughfare that it manages is wholly or partially closed to the passage of vehicles for a period exceeding 4 weeks.*
- (2) *The order may limit the closure to vehicles of any class, to particular times, or to such other case or class of case as may be specified in the order and may contain exceptions.*
- [(3) deleted]
- (4) *Before it makes an order wholly or partially closing a thoroughfare to the passage of vehicles for a period exceeding 4 weeks or continuing the closure of a thoroughfare, the local government is to —*
  - (a) *give local public notice of the proposed order giving details of the proposal, including the location of the thoroughfare and where, when, and why it would be closed, and inviting submissions from any person who wishes to make a submission; and*
  - (b) *give written notice to each person who —*
    - (i) *is prescribed for the purposes of this section; or*
    - (ii) *owns land that is prescribed for the purposes of this section; and*
  - (c) *allow a reasonable time for submissions to be made and consider any submissions made.*
- (5) *The local government is to send to the Commissioner of Main Roads appointed under the Main Roads Act 1930 a copy of the contents of the notice required by subsection (4)(a).*
- (6) *An order under this section has effect according to its terms, but may be revoked by the local government, or by the Minister, by order of which local public notice is given.*
- [(7) deleted]
- (8) *If, under subsection (1), a thoroughfare is closed without giving local public notice, the local government is to give local public notice of the closure as soon as practicable after the thoroughfare is closed.*
- (9) *The requirement in subsection (8) ceases to apply if the thoroughfare is reopened.*

#### **3.50A. Partial closure of thoroughfare for repairs or maintenance**

*Despite section 3.50, a local government may partially and temporarily close a thoroughfare, without giving local public notice, if the closure —*

- (a) *is for the purpose of carrying out repairs or maintenance; and*
- (b) *is unlikely to have a significant adverse effect on users of the thoroughfare.*

### **Policy Implications**

This policy has been developed as a risk management tool for identifying and managing road risks.

### **Financial Implications**

This policy may provide some savings if mitigating risks to road infrastructure and public safety.

### **Strategic Implications**

The Shire has a core responsibility to ensure the safety and well-being of those within and travelling through the Shire's road networks.

## **12.0 REPORTS OF ADMINISTRATION**

### **12.1 FINANCIAL REPORT FOR THE PERIOD ENDED 30 JUNE 2019**

<b>Location/Address:</b>	Shire of Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>Disclosure of Interest:</b>	Nil
<b>File Reference:</b>	ADM0304
<b>Date:</b>	11 July 2019
<b>Author:</b>	Jeremy Clapham – Finance Manager
<b>Voting Requirement:</b>	Simple Majority

#### **Summary**

This report recommends that the Monthly Financial Report for the period ending 30 June 2019 as presented to the Council be received.

#### **OFFICER RECOMMENDATION- ITEM 12.1**

**That the Monthly Financial Report for the period 1 July 2018 to 30 June 2019 be received.**

#### **Attachment**

Monthly Financial Report for period ending 30 June 2019

#### **Background**

The Monthly Financial Report to 30 June 2019 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

- Statement of Financial Activity by Nature & Type
- Statement of Financial Activity by Program
- Statement of Capital Acquisitions and Capital Funding
- Explanation of Material Variances
- Net Current Funding Position
- Cash and Investments
- Budget Amendments
- Receivables
- Cash Backed Reserves
- Capital Disposals
- Rating Information
- Information on Borrowings
- Grants & Contributions
- Trust

### Comment

SUMMARY OF FUNDS – SHIRE OF MINGENEW as at 30 June 2019	
Municipal Fund	\$530,714
Cash on Hand	\$100
Restricted Funds – 3 Month Term Deposit @ 2.50%	\$551,945
Trust Fund	\$19,111
Reserve fund (3 Month Term Deposit) @ 2.50%	\$308,490

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered.

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2018/2019 financial year.

The Monthly Financial Report for the period ending 30 June 2019 has not yet been audited and is subject to change. No significant changes are foreseen.

### Consultation

Nil

### Statutory Environment

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

**committed assets** means revenue unspent but set aside under the annual budget for a specific purpose.

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
  - (b) budget estimates to the end of the month to which the statement relates; and
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
  - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
  - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing —
  - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
  - (b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
  - (c) such other supporting information as is considered relevant by the local government.



- (3) The information in a statement of financial activity may be shown —
  - (a) according to nature and type classification; or
  - (b) by program; or
  - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be —
  - (a) Presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
  - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

**Policy Implications**

Nil

**Financial Implications**

No financial implications are indicated in this report.

**Strategic Implications**

Nil

## 12.2 LIST OF PAYMENTS FOR THE PERIOD ENDING 30 JUNE 2019

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**File Reference:** ADM0042  
**Attachment/s:** List of Payments – June 2019  
**Disclosure of Interest:** Nil  
**Date:** 11 July 2019  
**Authorising Officer:** Jeremy Clapham, Finance Manager  
**Voting Requirement:** Simple Majority

### Summary

This report recommends that Council receive the list of payments for period ending 30 June 2019 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

### **OFFICER RECOMMENDATION – ITEM 11.2**

**That Council receive the attached list of payments for the month of June 2019 as follows:**

<b>\$20,485.90</b>	<b>Municipal Cheques 8604 to 8608;</b>
<b>\$997,012.18</b>	<b>Municipal EFT12516 to EFT12608;</b>
<b>\$11,143.88</b>	<b>Municipal Direct Debit Superannuation payments;</b>
<b>\$51,645.10</b>	<b>Municipal Direct Debit Department of Transport (Licencing) Payments;</b>
<b>\$432.17</b>	<b>Municipal Direct Debit National Australia Bank Fees; and</b>
<b>\$12,532.20</b>	<b>Municipal Direct Debit Other.</b>

**Totalling \$1,093,251.43 as per attached list of payments.**

**Net Salaries not included in the attached list of payments - \$70,602.76**

**Total of all payments - \$1,163,854.19.**

### Background

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the payee's name, amount of payment, date of payment and sufficient information to identify the transaction.

### Comment

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of services and as to prices, computations and costings, and that the amounts shown were due for payment.

### Consultation

Nil

### Statutory Environment

Local Government Act 1996, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

### Policy Implications

Payments have been made under delegation.

### Financial Implications

Funds available to meet expenditure.

### Strategic Implications

Nil

**13.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN/FOR CONSIDERATION AT FOLLOWING MEETING**

**13.1 REDUCTION OF SPEED LIMIT ON MIDLANDS RD**

**NOTICE OF MOTION 13.1 - Cr RW Newton**

**That the Department of Main Roads, and/or the relevant authorities, be requested to reduce the speed limit on Midlands Road, between Spring Street and Lockier Street, from 50 kilometres per hour to 40 kilometres per hour.**

CEO Comment

This matter was flagged with Main Roads who indicated that they would be unlikely to support the request, based on the following:

- 40kph speed zones are generally only reserved for special purposes, and not recommended for thoroughfares like Midlands Road
- Implementation of a 40kph zone over this section would require rezoning the approaching sections also, as MRWA only alter zones by up to 30kph at a time (currently the speed limit transitions from 110kph to 80kph to 50kph).

Whilst this does not preclude the matter from being debated, it is likely that MRWA will require proof of exceptional circumstances to support a request of this nature.

**14.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

**14.1 PROPOSED LATE ITEM – ANNUAL BUDGET 2019/20**

In accordance with Clause 3.12 of the *Shire of Mingenew Standing Orders Local Law 2017*, a Late Item report and Annual Budget 2019/20 will be issued under separate cover to this Agenda prior to the meeting.

In order to deliver the Annual Budget 2019/20 within the statutory timeframe and commence with key projects as soon as possible, the CEO has been given consent by the Presiding Member to issue the report as a Late Item.

**15.0 CONFIDENTIAL ITEMS**

Nil.

**16.0 TIME AND DATE OF NEXT MEETING**

Next Ordinary Council Meeting to be held on Wednesday 21 August 2019 commencing at 4.30pm.

**17.0 CLOSURE**

**These minutes were confirmed at an Ordinary Council meeting on 21 August 2019.**

Signed \_\_\_\_\_  
Presiding Officer

Date: \_\_\_\_\_



# ATTACHMENT BOOKLET FOR ORDINARY COUNCIL MEETING

17 July 2019 at 4.30pm

**ATTACHMENT: 7.1**

**Minutes of the Ordinary Council Meeting – 19 June 2019**



## MINUTES FOR THE ORDINARY COUNCIL MEETING

19 JUNE 2019

## TABLE OF CONTENTS

1.0	DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS.....	3
2.0	RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE .....	3
3.0	SWEARING IN / DECLARATION BY ELECTED MEMBER .....	3
4.0	RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE .....	3
5.0	PUBLIC QUESTION TIME/PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS .....	3
6.0	APPLICATIONS FOR LEAVE OF ABSENCE .....	3
7.0	DECLARATIONS OF INTEREST .....	3
8.0	CONFIRMATION OF PREVIOUS MEETING MINUTES.....	4
8.1	<b>ORDINARY MEETING HELD 17 APRIL 2019.....</b>	<b>4</b>
8.2	<b>ORDINARY MEETING HELD 15 MAY 2019.....</b>	<b>4</b>
9.0	ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION .....	4
10.0	REPORTS/MINUTES OF COMMITTEES .....	5
	<b>10.1 SHIRE OF MINGENEW AUDIT AND RISK COMMITTEE MEETING HELD 01 MAY 2019 .....</b>	<b>5</b>
11	REPORTS BY THE CHIEF EXECUTIVE OFFICER .....	6
	<b>11.1 PROPOSED OUTBUILDING .....</b>	<b>6</b>
	<b>11.2 MIDLANDS BIOSECURITY GROUP .....</b>	<b>15</b>
	<b>11.4 APPOINTMENT OF VOTING DELEGATES FOR WALGA AGM 2019 .....</b>	<b>18</b>
12	REPORTS OF ADMINISTRATION .....	20
	<b>12.1 FINANCIAL REPORT FOR THE PERIOD ENDED 31 MAY 2019.....</b>	<b>20</b>
	<b>12.2 LIST OF PAYMENTS FOR THE PERIOD ENDING 31 MAY 2019 .....</b>	<b>23</b>
13.0	ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN .....	25
14.0	NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING .....	25
14.1	ELECTED MEMBERS .....	25
14.2	STAFF .....	25
15.0	CONFIDENTIAL ITEMS.....	25
16.0	TIME AND DATE OF NEXT MEETING .....	25
17.0	CLOSURE.....	25



**MINUTES FOR THE ORDINARY MEETING OF COUNCIL HELD IN COUNCIL CHAMBERS ON  
19 JUNE 2019 COMMENCING AT 4.30pm**

**1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The President HM Newton declared the meeting open at 4:30pm and welcomed all in attendance.

**2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE  
COUNCILLORS**

HM Newton	President	Town Ward
RW Newton	Deputy President	Rural Ward
JD Bagley	Councillor	Rural Ward
GJ Cosgrove	Councillor	Rural Ward
LM Eardley	Councillor	Town Ward
A Smyth	Councillor – Elect	Town Ward

**APOLOGIES**

KJ McGlinn	Councillor	Town Ward
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**STAFF**

N Hay	Chief Executive Officer
J Clapham	Finance Manager
E Greaves	Governance Officer

**3.0 SWEARING IN / DECLARATION BY ELECTED MEMBER**

Councillor-Elect Anthony Smyth read aloud and signed the Declaration by Elected Member of Council (Form 7), Local Government (Constitution) Regulations 1998, section 13(1)(c) witnessed by Pr Newton

**4.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil.

**5.0 PUBLIC QUESTION TIME/PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil.

**6.0 APPLICATIONS FOR LEAVE OF ABSENCE**

Nil.

**7.0 DECLARATIONS OF INTEREST**

Nil.



## 8.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

### 8.1 ORDINARY MEETING HELD 17 APRIL 2019

#### **OFFICER RECOMMENDATIONS AND COUNCIL DECISION - ITEM 8.1 & 8.2 EN BLOC - Resolution 19061901**

**Moved:** Cr Newton      **Seconded:** Cr Eardley

- 1) That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 17 April 2019 be confirmed as a true and accurate record of proceedings.
- 2) That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 15 May 2019 be confirmed as a true and accurate record of proceedings.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

#### **OFFICER RECOMMENDATION- ITEM 8.1**

That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 17 April 2019 be confirmed as a true and accurate record of proceedings.

**VOTING DETAILS:**

### 8.2 ORDINARY MEETING HELD 15 MAY 2019

#### **OFFICER RECOMMENDATION- ITEM 8.2**

That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 15 May 2019 be confirmed as a true and accurate record of proceedings.

**VOTING DETAILS:**

## 9.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

Nil.

## 10.0 REPORTS/MINUTES OF COMMITTEES

### 10.1 SHIRE OF MINGENEW AUDIT AND RISK COMMITTEE MEETING HELD 01 MAY 2019

#### **OFFICER RECOMMENDATIONS AND COUNCIL DECISION EN BLOC - ITEM 10.1 - Resolution 19061902**

**Moved: Cr Cosgrove Seconded: Cr Bagley**

That Council:

- 1) receives the minutes of the Shire of Mingenew Audit and Risk Committee Meeting held in Council Chambers on 01 May 2019;
- 2) and the Audit and Risk Committee receive and note the update provided in regards to the 2017/18 Financial Year Interim and End of Year Financial Year Audits;
- 3) and the Audit and Risk Committee:
  - 1) Note the updated Shire of Mingenew Risk Register as presented in attachment
  - 2) Endorse the Strategic Risk Register for incorporation with the Shire of Mingenew Risk Register.
- 4) and the Audit and Risk Committee:
  - 1) Note the proposed Audit Plan for the financial years 2019/20, 2020/21 & 2021/22.
  - 2) Recommend that Council endorse the Audit Plan as presented in attachment 2; and
- 5) and the Audit and Risk Committee receives the Regulation 17 Progress Report 1.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

#### **OFFICER RECOMMENDATION – ITEM 10.1.1**

That Council receives the minutes of the Shire of Mingenew Audit and Risk Committee Meeting held in Council Chambers on 01 May 2019.

**VOTING DETAILS:**

#### **COMMITTEE RECOMMENDATION TO COUNCIL – ITEM 10.1.2**

That Council and the Audit and Risk Committee receive and note the update provided in regards to the 2017/18 Financial Year Interim and End of Year Financial Year Audits.

**VOTING DETAILS:**

#### **COMMITTEE RECOMMENDATION TO COUNCIL – ITEM 10.1.3**

That Council and the Audit and Risk Committee:

1. Note the updated Shire of Mingenew Risk Register as presented in attachment
2. Endorse the Strategic Risk Register for incorporation with the Shire of Mingenew Risk Register.

**VOTING DETAILS:**

#### **COMMITTEE RECOMMENDATION TO COUNCIL – ITEM 10.1.4**

That Council and the Audit and Risk Committee:

1. Note the proposed Audit Plan for the financial years 2019/20, 2020/21 & 2021/22.
2. Recommend that Council endorse the Audit Plan as presented in attachment 2.

**VOTING DETAILS:**

#### **COMMITTEE RECOMMENDATION TO COUNCIL – ITEM 10.1.5**

That Council and the Audit and Risk Committee receives the Regulation 17 Progress Report 1.

**VOTING DETAILS:**

## 11 REPORTS BY THE CHIEF EXECUTIVE OFFICER

### 11.1 PROPOSED OUTBUILDING

<b>Location/Address:</b>	Lot 95 corner Wattle & Ikewa Streets, Mingenew
<b>Name of Applicant:</b>	Aussie Sheds Group for T. Nitschke
<b>Disclosure of Interest:</b>	Nil
<b>File Reference:</b>	A276
<b>Date:</b>	11 June 2019
<b>Author:</b>	Simon Lancaster, DCEO / Planning Advisor, Shire of Chapman Valley
<b>Authorising Officer:</b>	Nils Hay, Chief Executive Officer
<b>Voting Requirements:</b>	Simple Majority

#### Summary

Council is in receipt of an application for a shed to be built upon Lot 95 which is a vacant property on the corner of Wattle & Ikewa Streets in the Mingenew townsite. The application has been advertised for comment and an objection was received. This report recommends that Council refuse the application. Alternate suggested wording is also provided in the report in the event that Council consider that the application should be approved.

#### **OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 11.1 - Resolution 19061903**

**Moved: Cr Eardley    Seconded: Cr Cosgrove**

That Council refuse the application for an outbuilding prior to a residence upon Lot 95 corner Wattle & Ikewa Streets, Mingenew for the following reasons:

- 1 The development is considered contrary to Section 1.6 of the Shire of Mingenew Local Planning Scheme No.3.
- 2 The development is considered contrary to Section 4.2 of the Shire of Mingenew Local Planning Scheme No.3.
- 3 The development is considered contrary to Section 5.17 of the Shire of Mingenew Local Planning Scheme No.3.
- 4 In its consideration of the application Council is not satisfied that the development satisfies the matters under Section 10.2 of the Shire of Mingenew Local Planning Scheme No.3 or Schedule 2 Part 9 Clause 67 of the Planning and Development (Local Planning Schemes) Regulations 2015.
- 5 The development is considered contrary to the objectives and policy provisions of the Shire of Mingenew Outbuildings Local Planning Policy.

Note:

- (a) Should the applicant be aggrieved by this determination there is a right pursuant to the Planning and Development Act 2005 to request to have the decision reviewed by the State Administrative Tribunal. Such application must be lodged within 28 days from the date of determination.
- (b) Council issues delegated authority to the Shire CEO to approve an application for an outbuilding upon the subject property with the proposed floor area, height and boundary setback as contained within the submitted application, at such time as a residence upon the property has been completed up to, and including, the pouring of a concrete house slab (although variation to this is permitted where the slabs for the residence and outbuilding are poured concurrently or substantial works have been deemed to have been undertaken on the residence should a form of construction that does not involve a concrete slab be proposed e.g. siting of a new transportable residence or stumped home).

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 4/2**

### Attachment

Attachment 11.1(a) - Copy of submitted development application

Attachment 11.1(b) - Copy of received submissions (provided as separate attachment)

Attachment 11.1(c) - **Copy of applicant's response to issues raised in submissions**

### Background

Lot 95 is an 817m<sup>2</sup> property located on the south-east corner of the Wattle and Ikewa Street intersection.

**Figure 11.1(a) – Location Plan for Lot 95 corner Wattle & Ikewa Streets, Mingenew**



The applicant is proposing to construct a 111.92m<sup>2</sup> shed, consisting of a 79.92m<sup>2</sup> enclosed area and a 32m<sup>2</sup> open bay. The shed would have a wall height of 3.5m and a total height of 4.278m and the walls and roof would be clad in classic cream colorbond, with 2 woodland grey coloured roller doors and a P.A. door. The shed is proposed to be sited in the south-eastern corner of Lot 95 1m away from the property boundaries. The **applicant's** submitted site, elevation and floor plans and supporting correspondence are provided as **Attachment 11.1(a)**.

The applicant has been presented to Council for its consideration as it exceeds the delegated authority of Shire staff relating to its proposed size and also as it is proposed to be constructed upon a residential zoned property that does not contain a residence.



Figure 11.1(b) – Aerial Photograph of Lot 95 corner Wattle & Ikewa Streets, Mingenew



Figure 11.1(c) – View looking east at Lot 95 from Wattle Street



### Comment

**Council's** current Local Planning Scheme and its Outbuildings Local Planning Policy maintain a presumption against sheds being constructed prior to residences upon residential zoned properties. In the formulation of the Scheme and Policy it was considered that the purpose of a shed in a residential area is to be incidental/ancillary to a main residence. The establishment of sheds upon vacant lots creates the potential for them to become used for either habitation or commercial purposes leading to amenity issues with the surrounding residential area.

This report recommends refusal of the application in-line with the **Shire's Local Planning Scheme and Local Planning Policy**. However, the Strategic Implications section at the end of this report does raise the precedents that exist within the Mingenew townsite and provides an alternative recommendation in the event that Council consider that the application should be given conditional approval.

### Consultation

The Shire wrote to the landowners of the 13 surrounding properties on 21 May 2019 providing details of the application and inviting comment upon the proposal prior to 7 June 2019, a sign was also erected on-site to advise of the received application and the opportunity for comment.

At the conclusion of the advertising period 3 submissions had been received, 1 expressing support for the application, 1 in objection, and 1 offering a query relating to boundary setback. Copies of the received submissions have been provided as **separate Attachment 11.1(b)**.

The applicant was provided with the opportunity to respond to the issues raised during the submission period and a copy of their response has been provided as **Attachment 11.1(c)**.

### Statutory Environment

Lot 95 corner Wattle & Ikewa Streets, Mingenew is zoned 'Residential R12.5' under the Shire of Mingenew Local Planning Scheme No.3 ('the Scheme'), upcoming Scheme No.4 proposes no change to this zoning.

Section 4.2 of the Scheme lists the objectives of the 'Residential' zone as being:

*"The use of land in the Residential Zone shall be consistent with the following objectives:*

- the zone shall be predominantly residential in use.*
- non-residential uses permitted under the provisions of the Scheme shall be of service to, compatible in character and of a scale and operation which is not detrimental to the predominant residential use.*
- any non-residential use shall not detract from or adversely affect the residential amenity of the area."*

Schedule 1 Part 3 Clause 16 of the *Planning and Development (Local Planning Schemes) Regulations 2015* lists the objectives of the 'Residential' zone as being:

- To provide for a range of housing and a choice of residential densities to meet the needs of the community.*
- To facilitate and encourage high quality design, built form and streetscapes throughout residential areas.*
- To provide for a range of non-residential uses, which are compatible with and complementary to residential development."*

Section 5.17.1 of the Scheme requires that:

*"Within all Residential, Town Centre or Special Use zoned land, Planning Consent will be granted to outbuildings appurtenant to any dwelling, provided all boundary setbacks and building separation requirements have been complied with, the building is of single storey construction, located behind any dwelling on site and provided the proposed development complies with the following—*

- (a) In the Residential, Town Centre and Special Use Zone of the Shire where the lot size is 1,500m<sup>2</sup> or less in area.*
  - (i) The area of an outbuilding of zincalume construction shall not exceed 55m<sup>2</sup>;*
  - (ii) An outbuilding of other than zincalume construction shall not exceed 75m<sup>2</sup>, and shall have no parapet wall longer than 8m;*
  - (iii) The wall height of any outbuilding, including any parapet walls, shall not exceed 3m. The building height for gable roof construction shall not exceed 4m and the maximum wall height is 3.3m, providing adjacent landowners give written approval where the wall height exceeds 3m;*

- (iv) *A planning application will be required for parapet wall construction on any boundary. The applicant shall obtain written comments on the proposal from the adjacent landowners for the local government's consideration;*
- (v) *An outbuilding will not be approved by the local government on a lot containing no dwelling.*
- (vi) *Any development application which does not comply with the above, shall be referred to Council for consideration."*

As the application proposes an outbuilding on a lot that does not contain a residence, and also proposes a total outbuilding area of 111.92m<sup>2</sup> (this being greater than the Scheme requirement of 75m<sup>2</sup>), a wall height of 3.5m (this being greater than the Scheme requirement of 3m), and a total height of 4.278m (this being greater than the Scheme requirement of 4m) it exceeds the delegated authority of Shire staff and is required to be presented to Council for determination.

Section 5.17.1(c) of the Scheme also requires that:

- "(ii) Metal or Wood Framed Construction—Garages, Patios, Pergolas, sheds and all other outbuildings except Carports—*
- (a) In the Residential, Town Centre or Special Use Zones—*
  - Garages, Sheds and all other outbuildings except Patios and Pergolas are to be detached from and at least 1.8m clear of the dwelling and any leach drains. Clearance to side and rear boundaries and to any septic tanks onsite is to be at least 1.2m.*
  - Patios and Pergolas are to be setback at least 1.2m from any lot boundary unless otherwise approved by Council."*

As the application proposes a side and rear boundary setback distance of 1m (this being less than the Scheme requirement of 1.2m) it exceeds the delegated authority of Shire staff and is required to be presented to Council for determination.

Scheme Section 5.5 'Variations to site and development standards and requirements' **states that:**

- "5.5.1 Except for development in respect of which the Residential Design Codes apply, if a development is the subject of an application for planning approval and does not comply with a standard or requirement prescribed under the Scheme, the local government may, despite the non-compliance, approve the application unconditionally or subject to such conditions as the local government thinks fit.*
- 5.5.2 In considering an application for planning approval under this clause, where, in the opinion of the local government, the variation is likely to affect any owners or occupiers in the general locality or adjoining the site which is the subject of consideration for the variation, the local government is to—*
  - (a) consult the affected parties by following one or more of the provisions for advertising uses under clause 9.4; and*
  - (b) have regard to any expressed views prior to making its determination to grant the variation.*
- 5.5.3 The power conferred by this clause may only be exercised if the local government is satisfied that—*
  - (a) approval of the proposed development would be appropriate having regard to the criteria set out in clause 10.2; and*

- (b) *the non-compliance will not have an adverse effect upon the occupiers or users of the development, the inhabitants of the locality or the likely future development of the locality.”*

Schedule 2 Part 9 Clause 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015* lists the following relevant matters to be considered by local government in considering a development application:

- “(a) *the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;*
- (b) *the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;...*
- ...(g) ***any local planning policy for the Scheme area;...***
- ...(m) *the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;*
- (n) *the amenity of the locality including the following —*
  - (i) *environmental impacts of the development;*
  - (ii) *the character of the locality;*
  - (iii) ***social impacts of the development;...***
- ...(x) *the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;*
- (y) *any submissions received on the application;...*
- ...(zb) ***any other planning consideration the local government considers appropriate.”***

### **Policy Implications**

Shire of Mingenew Local Planning Scheme No.4 was adopted for final approval by Council at its 17 April 2019 meeting and subsequently forwarded to the WAPC seeking Ministerial approval and gazettal. Scheme No.4 **is therefore considered a ‘seriously entertained document’ that can be given regard** by Council in the assessment of this application.

During the preparation of Scheme No.4 the current outbuilding area, height and boundary setback requirements were reviewed with regard to how they might be refined to better meet community demand and **Council expectations. Council adopted, following advertising, the Shire of Mingenew ‘Outbuildings’ Local Planning Policy** at its 17 April 2019 meeting.

**Whilst the ‘Outbuildings’ Local Planning Policy** does increase the area and height requirements for residential lots under 1,500m<sup>2</sup> (such as Lot 95) to 80m<sup>2</sup> area and maintains the 3m wall height and 4m total height, the proposed shed would still not comply with the new policy requirements.

The new policy also lists the following:

#### **“Objectives**

- 1 *To provide development standards for outbuildings specific to the Shire of Mingenew, as appropriate.*
- 2 ***To provide a clear definition of what constitutes an “outbuilding”.***
- 3 *To ensure that outbuildings are not used for habitation, commercial or industrial purposes by controlling building size and location.*
- 4 *To limit the visual impact of outbuildings.*



- 5 *To encourage the use of outbuilding materials and colours that complement the landscape and amenity of the surrounding areas.*
- 6 *To ensure that the outbuilding remains an ancillary use to the main dwelling or the principle land use on the property."*

### **"Policy Provisions**

#### *General*

- 1 *Pre-fabricated garden sheds, "cubby houses", kennels and other animal enclosures (such as aviaries, stables) less than 9m<sup>2</sup> in total aggregate area and less than 2.5m in height (measured from natural ground level) are exempt from this policy provided they are located to the rear of the house, and of a design and colour considered in keeping with the amenity of the area by the local government.*
- 2 *Other than for general storage and/or agricultural purposes an outbuilding shall not be used for any commercial or industrial use without prior approval from Council.*
- 3 *The storage of accumulated personal items and any items in connection with a commercial or industrial operation (e.g. building materials, earthmoving equipment etc.) is considered contrary to the objectives of this policy and is therefore not considered sufficient justification for an increase in the maximum standards prescribed.*

#### *Height, Size and Setbacks*

*Outbuildings within the Residential, Rural Townsite or Tourism zones shall;*

- (a) *be single storey;*
- (b) *be located behind any dwelling on site;*
- (c) *meet all setback requirements set out in the Local Planning Scheme and this policy;*
- (d) *not be approved by the local government on a lot not containing a dwelling;*
- (e) ***be attached to, or setback 1.8m from any dwelling and 1.2m from any septic tank."***

A Local Planning Policy does not bind the local government in respect of any application for planning approval, but the local government is to have due regard to the provisions of the policy and the objectives which the policy is designed to achieve before making its determination.

In most circumstances the Council will adhere to the standards prescribed in a Local Planning Policy, however, the Council is not bound by the policy provisions and has the right to vary the standards and approve development where it is satisfied that sufficient justification warrants a concession and the variation granted will not set an undesirable precedent for future development.

### **Financial Implications**

The application would not have a budgetary impact to Council.

### **Strategic Implications**

Lot 95 falls within the area at the eastern end of the townsite identified on the Mingenew Townsite Local Planning Strategy Map **as being suitable for rezoning to 'Special Use' to allow for the development of a Live-Work Area.**

Section 4.3.9 'Amenity Impacts of Existing Industrial Development' of the Mingenew Townsite Local Planning Strategy notes that:

***"Existing industrial development in proximity to the Mingenew townsite, particularly the CBH grain receival point, is considered by residents to have some off-site amenity impacts, such as noise and dust. As a result, the vacant residential land south of Ikewa Street and north of View Street is not seen locally as being attractive for development.***

*There may be an opportunity to consider a live/work investigation area (i.e. for home-based businesses and workshops) in this section of Mingenew.”*

**“Objective 5.1** - Allow for a mixture of residential and small-scale mixed business/light industrial uses to provide work-live options.

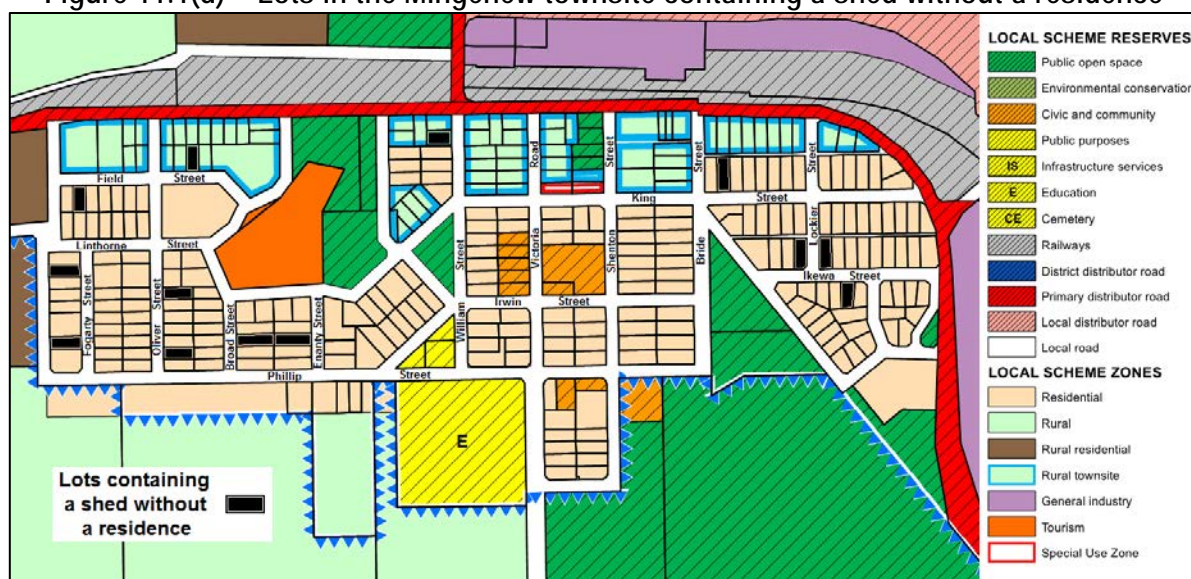
*Planning Provision 5.1 - Rezone the area between Ikewa and View Streets to a Special Use zone, with small scale light industrial uses to be permitted in association with a residence.”*

It is considered that the proposed variation to the outbuilding area and height requirements of the Shire’s Scheme and Policy could be supported by Council. Whilst the proposed total outbuilding area would be 111.92m<sup>2</sup> (this being greater than the current Scheme requirement of 75m<sup>2</sup> and the new Scheme/Policy requirement of 80m<sup>2</sup>), this would be mitigated somewhat by the fact that 79.92m<sup>2</sup> of the building would be enclosed and the remaining 32m<sup>2</sup> is open bay, and more akin to a lean-to. The proposed total shed height of 4.278m, whilst being higher than the required 4m, is considered a relatively minor variation.

The main issue of variation to the Scheme and Policy requirement is in relation to a shed being built upon a residential property that does not contain a house, with the applicant providing no timeframe or undertaking in this regard.

However, it is noted that the Mingenew townsite does already contain 13 lots that have a shed without a residence upon the property, and Council may consider these historical legacies provide a precedent for its support of this application.

**Figure 11.1(d) – Lots in the Mingenew townsite containing a shed without a residence**



If Council considers that the application should be approved, it may consider the following alternative wording appropriate in its determination:

**“That Council** grant formal planning approval for an outbuilding to be constructed upon Lot 95 corner Wattle & Ikewa Streets, Mingenew subject to the following:

*Conditions*

- 1 Development shall be in accordance with the attached approved plans dated 19 June 2019 and subject to any modifications required as a consequence of any condition(s) of this

approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.

- 2 Any additions to or change of use of any part of the building or land (not the subject of this consent/approval) requires further application and planning approval for that use/addition.
- 3 **The outbuilding is only to be used for the storage of the landowner's domestic items and must not be used for habitation, commercial or industrial purposes.** The use hereby permitted shall not cause injury to or prejudicially affect the amenity of the locality by reason of the emission of smoke, dust, fumes, odour, noise, vibration, waste product or otherwise.
- 4 All stormwater is to be disposed of on-site to the approval of the local government.
- 5 Any soils disturbed or deposited on-site shall be stabilised to the approval of the local government.
- 6 Installation of crossing place/s to the standards and specifications of the local government.
- 7 If the development/land use, the subject of this approval, is not substantially commenced within a period of two years after the date of determination, the approval shall lapse and be of no further effect.

Notes:

- (a) Where an approval has so lapsed, no development/land use shall be carried out without the further approval of the local government having first been sought and obtained.
- (b) If an applicant is aggrieved by this determination there is a right (pursuant to the Planning and Development Act 2005) to have the decision reviewed by the State Administrative Tribunal. Such application must be lodged within 28 days from the date of determination.
- (c) Council in its determination of this application notes the existence of other residential zoned properties within the Mingenew townsite that contain a shed without a residence and reserves its right to consider each such application on-merit and determination of this application should not be considered to **set a precedent for its future determinations.**"

## 11.2 MIDLANDS BIOSECURITY GROUP

Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
Disclosure of Interest:	Nil
File Reference:	ADM0516
Date:	9 June 2019
Author:	Nils Hay, Chief Executive Officer
Voting Requirement:	Simple Majority

### Summary

The Shire of Mingenew has been approached by the West Midlands Group as they seek to establish a formal Recognised Biosecurity Group, the Midlands Biosecurity Group (MBG). This paper seeks to provide additional information to Councillors and give an opportunity for Council to endorse (or otherwise) this endeavour.

### **OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 11.2 - Resolution 19061904**

**Moved: Cr Cosgrove Seconded: Cr Smyth**

That Council:

1. Endorses the establishment of the Midlands Biosecurity Group; and
2. Directs the Chief Executive Officer to notify the Midlands Biosecurity Group of this endorsement; and
3. Directs the Chief Executive Officer to request an application for associate membership for the Midlands Biosecurity Group.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

### Attachments

- 11.2.1 Shire Support letter from MBG
- 11.2.2 Declared Pest Rates Info Sheet
- 11.2.3 Recognised Biosecurity Groups FAQ

### Background

Chris O'Callaghan from West Midlands Group presented to Council at the April 2019 Concept Forum.

Subsequently, the Chief Executive Officer has sought further information regarding the MBG to assist Councillors to make a decision **to endorse the Group**. In addition to the attached documents, Mr. O'Callaghan provided the following information via email on 24 May 2019:

*Regarding Pest Rates:*

"I have attached an information sheet on the declared pest rate, which on page 3 outlines the flat rate that is being charged by other biosecurity groups in the South. The Central Wheatbelt Biosecurity Association (Morawa, Perenjori, Dalwallinu, Koorda), charge on an ad valorem basis and in 2019/20 they are proposing to charge an amount of 0.0315 cents in the dollar on the unimproved land value. Here is a link to their rate proposal which provides a little more detail <https://www.cwba.org.au/declared-pest-rate/>.

I completely understand that there is significant interest in how much the rate will be, however at this stage I can't pre-empt what type or exact amount will be decided upon for the Midlands region. I can outline the process that we will follow though. We will be completing a budget for managing declared pests within the next month or so. This will be made up of contracts for Licensed Pest Management Technicians, on-ground activities such as baiting/shooting programs, some consumables and administration costs. The Department of Primary Industries & Regional Development will then do some modelling for us to work out what different types of rates would look like in our area, given the different **land values and sizes**. We will then **'road test' some different rate scenarios with the** committee members to see whether the amount would be acceptable. A recommendation is then made by the committee and is then proposed to the Minister who puts it out to public consultation."

*Regarding the role of the Mingenew Irwin Group (MIG):*

"In terms of the role MIG will play - they will be providing input into a regional feral pig management strategy that we are currently completing that will guide our activities going forward. This will also link into the state feral pig management strategy that is due to be released in the coming months. The regional strategy will identify what work needs to be done to control feral pigs and who needs to do it. It will also guide future grant funding rounds and in turn allow groups like MIG to have a better chance of accessing funding in this space as they will be able to be supported by or partner with the MBG. I also see MIG as being a crucial partner to the Biosecurity Group as they have the local knowledge around what pests are in the area, which will assist in developing management strategies for any future pest incursions. They will also have a significant role in directing the activities of the Licensed Pest Management Technicians that are contracted in the future and potentially there is also a role for them to play in communications and delivery of any on-ground activities if that is something they would like to be involved with."

### **Comment**

Whilst no formal endorsement is required from the Shire for the RBG to form, MBG have sought such and offered the Shire the opportunity to be an associate member:

"The MBG will be offering two classes of membership: a full membership to be available to persons who own or occupy at least 100 hectares within a shire covered by the MBG, and an associate membership available to any organisations that control, care or manage land within this region - with these organisations being **represented by a 'member authorised nominee'**. A shire would fall under this category of membership. There will be no fee associated with MBG membership, however an application for membership will need to be submitted."

Should the group be established, it is likely that some form of Pest Rate will be established across the region, however this is a State charge and will be administered by the WA Government, not the Shire. It is noted that any funds raised through this are matched 1:1 by the State.

As the Shire currently has very limited capacity to conduct or support feral pest management activities, any additional investment in this area is conceptually a positive addition. This is based upon the assumption that the funds raised are used productively, and that any pest rate does not represent an onerous burden on landholders.

To represent the interests of Shire ratepayers, it would be prudent to seek associate membership with MBG if Council chooses to support its establishment (and probably even if Council were not to).

### **Consultation**

Chris O'Callaghan, West Midlands Group

### **Statutory Environment**

Nil.

### **Policy Implications**

Nil.

### **Financial Implications**

As per the letter provided to Council:

"The MBG is not seeking financial support from participating shires but do request operational support in the form of assistance with communications of group activities e.g. through shire newsletters or other relevant communication material."

This support, if provided, is not expected to be significant from a resourcing perspective.

**Strategic Implications**

Our current Corporate Business Plan supports the following action:

- 12 Support and promote environmental practices
- 13 Lobby government for the protection of the natural environment
- 14 Continue to manage noxious weeds and feral animals

## 11.4 APPOINTMENT OF VOTING DELEGATES FOR WALGA AGM 2019

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**File Reference:** ADM0118  
**Disclosure of Interest:** Nil  
**Date:** 12 June 2019  
**Author:** Nils Hay, Chief Executive Officer  
**Voting Requirements:** Simple Minority

### Summary

To nominate Council's voting delegates for the 2019 WA Local Government Association (WALGA) AGM set to be held on Wednesday, 7 August 2019.

### **COUNCIL DECISION - ITEM 11.3 - Resolution 19061905**

**Moved: Cr Smyth      Seconded: Cr Eardley**

That Council:

- A) nominates Pr Newton and Cr Cosgrove **as the Shire of Mingenew's voting delegates; and**
- B) nominates Cr Bagley and Cr Eardley as proxy delegates,

at the 2019 WA Local Government Association (WALGA) AGM to be held on Wednesday 7 August 2019.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

### **OFFICER RECOMMENDATION – ITEM 11.3**

That Council:

- A) **nominates Cr \_\_\_\_\_ and Cr \_\_\_\_\_ as the Shire of Mingenew's voting delegates; and**
- B) **nominates Cr \_\_\_\_\_ and Cr \_\_\_\_\_ as proxy delegates,**

at the 2019 WA Local Government Association (WALGA) AGM to be held on Wednesday 7 August 2019.

### Attachment

11.4.1 WALGA AGM Notice

### Background

As a member Council of WALGA, the Shire is entitled to be represented by two (2) voting delegates at the Annual General Meeting of the WA Local Government Association each year.

The 2019 WALGA AGM is scheduled to be held on Wednesday, 7 August 2019 at the Perth Convention Centre, coinciding with the annual WA Local Government Convention.

Only registered delegates or proxy registered delegates will be permitted to exercise voting entitlements on behalf of Member Councils. Delegates may be Elected Members or serving officers.

### Comment

Once the delegates have been nominated, the Shire must provide notice of the delegates by Friday, 7 July 2019 using the attached form.

**Consultation**

Not applicable.

**Statutory Environment**

Local Government Act 1995

**Policy Implications**

Nil.

**Financial Implications**

Nil.

**Strategic Implications**

Community Strategic Plan

Strategy 1.2.4 Seek innovative ways to improve organisational efficiency and effectiveness



## 12. REPORTS OF ADMINISTRATION

### 12.1 FINANCIAL REPORT FOR THE PERIOD ENDED 31 MAY 2019

<b>Location/Address:</b>	Shire of Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>Disclosure of Interest:</b>	Nil
<b>File Reference:</b>	ADM0304
<b>Date:</b>	10 June 2019
<b>Author:</b>	Jeremy Clapham – Finance Manager
<b>Voting Requirement:</b>	Simple Majority

#### Summary

This report recommends that the Monthly Financial Report for the period ending 31 May 2019 as presented to the Council be received.

#### **OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 12.1 - Resolution 19061906**

**Moved: Cr Bagley      Seconded: Cr Newton**

That the Monthly Financial Report for the period 1 July 2018 to 31 May 2019 be received.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

#### Attachment

Monthly Financial Report for period ending 31 May 2019

#### Background

The Monthly Financial Report to 31 May 2019 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

- Statement of Financial Activity by Nature & Type
- Statement of Financial Activity by Program
- Statement of Capital Acquisitions and Capital Funding
- Explanation of Material Variances
- Net Current Funding Position
- Cash and Investments
- Budget Amendments
- Receivables
- Cash Backed Reserves
- Capital Disposals
- Rating Information
- Information on Borrowings
- Grants & Contributions
- Trust

## Comment

SUMMARY OF FUNDS – SHIRE OF MINGENEW as at 31 May 2019	
Municipal Fund	\$873,041
Cash on Hand	\$300
Restricted Funds – 3 Month Term Deposit @ 2.50%	\$548,563
Trust Fund	\$19,111
Reserve fund (3 Month Term Deposit) @ 2.50%	\$413,855

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered.

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2018/2019 financial year.

## Consultation

Nil

## Statutory Environment

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

*committed assets* means revenue unspent but set aside under the annual budget for a specific purpose.

(1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —

- (a) annual budget estimates, considering any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
- (b) budget estimates to the end of the month to which the statement relates; and
- (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
- (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) the net current assets at the end of the month to which the statement relates.

(2) Each statement of financial activity is to be accompanied by documents containing —

- (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
- (b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
- (c) such other supporting information as is considered relevant by the local government.

- (3) The information in a statement of financial activity may be shown —
  - (a) according to nature and type classification; or
  - (b) by program; or
  - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be —
  - (a) Presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
  - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

**Policy Implications**

Nil

**Financial Implications**

No financial implications are indicated in this report.

**Strategic Implications**

Nil

## 12.2 LIST OF PAYMENTS FOR THE PERIOD ENDING 31 MAY 2019

**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**File Reference:** ADM0042  
**Attachment/s:** List of Payments – April 2019  
**Disclosure of Interest:** Nil  
**Date:** 6 May 2019  
**Author:** Helen Sternick – Finance Officer  
**Authorising Officer:** Jeremy Clapham, Finance Manager  
**Voting Requirement:** Simple Majority

### Summary

This report recommends that Council receive the list of payments for period ending 31 May 2019 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

### **OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 12.2 - Resolution 19061907**

**Moved: Cr Smyth      Seconded: Cr Newton**

That Council receive the attached list of payments for the month of May 2019 as follows:

\$10,200.40	Municipal Cheques 8602 to 8603;
\$318,926.46	Municipal EFT12445 to EFT12515;
\$12,320.07	Municipal Direct Debit Superannuation & Payroll Deduction Payments;
\$29,659.00	Municipal Direct Debit Department of Transport (Licencing) Payments;
\$315.37	Municipal Direct Debit National Australia Bank Fees; and
\$22,299.20	Municipal Direct Debit Other.

Totalling \$393,720.50 as per attached list of payments.

Net Salaries not included in the attached list of payments - \$138,214.37

Total of all payments - \$531,934.87.

**VOTING DETAILS:**

**CARRIED BY SIMPLE MAJORITY: 6/0**

### Background

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the **payee's name, amount of payment, date of payment** and sufficient information to identify the transaction.

### Comment

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of services and as to prices, computations and costings, and that the amounts shown were due for payment.

### Consultation

Nil

### Statutory Environment

Local Government Act 1996, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

### Policy Implications

Payments have been made under delegation.

**Financial Implications**

Funds available to meet expenditure.

**Strategic Implications**

Nil

**13.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**  
Nil.

**14.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

**14.1 ELECTED MEMBERS**  
Nil.

**14.2 STAFF**  
Nil.

**15.0 CONFIDENTIAL ITEMS**  
Nil

**16.0 TIME AND DATE OF NEXT MEETING**  
Next Ordinary Council Meeting to be held on Wednesday 17 July 2019 commencing at 4.30pm.

**17.0 CLOSURE**

The Presiding Member closed the meeting at 5.00pm.

**These minutes were confirmed at an Ordinary Council meeting on 17 July 2019.**

Signed \_\_\_\_\_  
Presiding Officer

Date: \_\_\_\_\_

**ATTACHMENT: 10.1**

**Minutes of the Local Emergency Management Committee Meeting – 9 July 2019**



# MINGENEW EMERGENCY MANAGEMENT COMMITTEE MEETING

MINUTES FOR THE MEETING HELD AT THE MINGENEW SHIRE COUNCIL CHAMBERS  
1PM TUESDAY 9 JULY 2019

## 1.0 DECLARATION OF OPENING

Meeting opened at 1.10pm.

## 2.0 RECORD OF ATTENDANCE / APOLOGIES

### 2.1 ATTENDEES

- Cr Robert Newton - Chair, Shire of Mingenew
- Pr Helen Newton - Shire of Mingenew
- Brendan Wilson - Department of Fire and Emergency Services (DFES)
- Neal Boonzaaier – WA Police (WAPOL)
- Samantha Adams – WA Local Government Association (WALGA)
- Grant Fidock – Shire's of Carnamah, Mingenew and Three Springs
- Nils Hay - CEO Shire of Mingenew
- Keith Shaw – Department of Communities
- Beverly Gardiner – Department of Biodiversity, Conservations and Attractions (DBCA)
- Peter Herbert – Main Roads WA (MRWA)
- Anna Gstaettner – Department of Fire and Emergency Services (DFES)
- Erin Greaves – Shire of Mingenew (Minute Taker)

### 2.2 APOLOGIES

- Vicki Booth – Department of Fire and Emergency Services (DFES)
- Collette Newton – Cooperative Bulk Handling (CBH)
- Malcolm Taylor – Department of Biodiversity, Conservations and Attractions (DBCA)
- Rowan Dawson – Department of Biodiversity, Conservations and Attractions (DBCA)

Brendan Wilson advised that Vicki Booth is on extended leave. Matthew Holland has been appointed to fill the role until a more permanent appointment is made.

## 3.0 OBJECTIVES

Review objectives of stakeholder group

- Update of Local Emergency Management Arrangements
- Plan State Risk Project – Local Workshops

## 4.0 PREVIOUS MINUTES

### 4.1 BUSINESS ARISING FROM PREVIOUS MINUTES

#### 4.1.1 Vehicle Permitting & Road Closures

The Shire has obtained the relevant permitting stickers to allow vehicles to pass through emergency road closures. A procedure will be put in place to allow relevant parties to request stickers ahead of the next fire season.



#### **4.1.2 Mobile Reception in Coalseam**

The Shire has been in discussion with DBCA and the Mid West Development Commission to try to progress a small cell repeater in/near Coalseam to provide mobile coverage. This matter is progressing.

**Due to topography, it's unlikely that the** existing towers (even if boosted) would be able to offer an increase in coverage within the park area.

There may be an opportunity to apply for funding through the Regional Economic Development grant which is open until September 2019.

#### **4.1.3 Bankwest Building**

The Bankwest building will be inspected when the Shire next does its biannual fire extinguisher checks to confirm any safety issues and suggest solutions. The inspection will include identifying what safety requirements are needed/recommended (currently there are no fire extinguishers installed).

### **4.2 CONFIRMATION OF MINUTES**

#### **LEMC DECISION – ITEM 4.2**

**Moved: Mr Neal Boonzaaier   Seconded: Cr H Newton**

**That the minutes of the Local Emergency Management Committee Meeting of the Shire of Mingenew held 8 April 2019 be confirmed as a true and accurate record of proceedings.**

**VOTING DETAILS:**

**Carried Unanimously**

### **5.0 LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS (LEMA)**

#### **5.1 REVIEW OF DRAFT LEMA**

See attached document for review/updating. Key information sought relates to:

- Equipment available to various agencies (type, location)
- Information relating to vulnerable groups/people
- Any existing emergency plans which they hold that can be shared
- Any critical infrastructure items which are not captured
- Hazardous/dangerous goods storage locations and types
- Confirm agency contact information

A holistic approach to the review is being adopted to reduce any overlap or duplication with other emergency management documentation.

#### **5.2 REVIEW OF SUPPORTING DOCUMENTS**

See attached the following documents which are in the early stages of review. Feedback is sought on:

- Local Recovery Plan
- Recovery Resource Manual

Both these documents have been adapted from historical versions which covered the region (Shires of Morawa, Carnamah, Three Springs and Mingenew), so some information may be a bit out of context.

## 6.0 STATE RISK PROJECT – LOCAL

State Risk Project – Local is the local level component of the State Risk Project (SRP), and aims to:

- Help local governments to understand their risk
- Assist local governments to complete the emergency risk management (ERM) process as required by existing policy
- Allow the State to gain a comprehensive understanding of current risks at the local level
- Provide information to enable future mitigation at all levels which will reduce the future cost of disasters

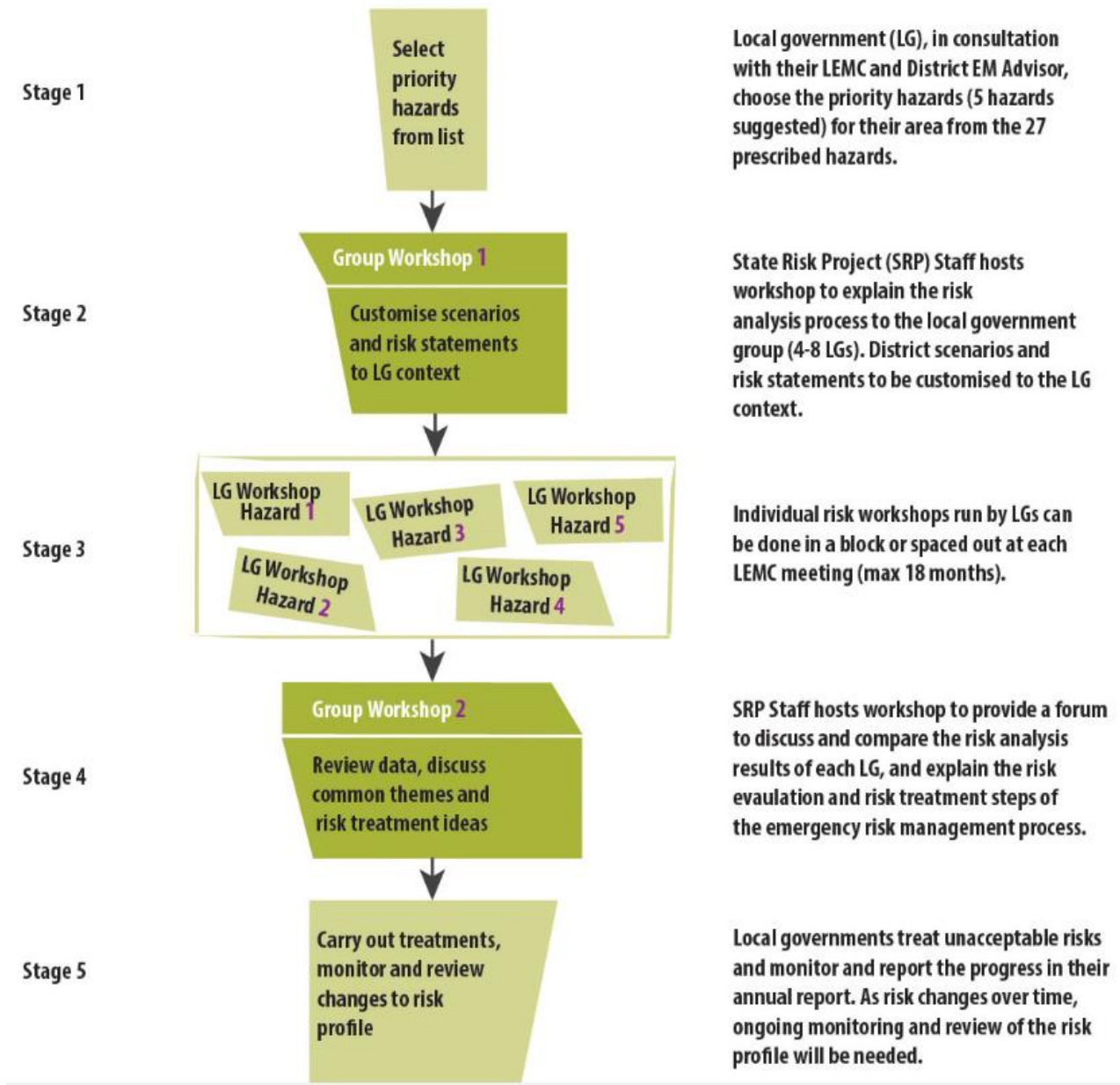
The ERM process, particularly risk assessments, at the local level are not new as the process has been part of a local government's review of their Local Emergency Management Arrangements. However, consistent and comparable risk assessments across all 138 local governments have not been done yet. **This information hasn't been recently captured and assessed for the Shire of Mingenew.**

This is a requirement for local governments to complete, and future funding will be contingent upon the completion of this work.

Mingenew has chosen the following five hazards to assess in the project:

- Storm
- Flood
- Road Crash
- Fire
- Animal/Plant Disease Outbreak

The diagram over the page outlines the process of group workshops, **with a copy of Mingenew's Consequence Table and the Generic Risk Statement Database** (which is used for assessment of the various risks) attached:



The Shire is in the process of populating the risk assessment templates which have been provided by DFES and would like to lock in times to conduct the relevant workshops with interested local stakeholders over the coming months. It is possible to combine multiple hazards in the same workshop. It has been suggested that, at minimum, Storm and Flood and Road Crash and Fire are considered together.

Hazard	Workshop Date	Interested/Suggested Stakeholders
Storm	Next LEMC	DFES, WAPOL, CBH, MRWA, St John, SES, regional hospitals
Flood	As per Storm Workshop	
Road Crash	TBD	DFES, WAPOL, MRWA, St John, Regional hospitals
Fire	As per Road Crash Workshop	
Animal/Plant Disease	(after seeding)	Department of Ag, MIG, DFES

## **7.0 AGENCY REPORTS**

Local agencies are invited to provide a report to the meeting, should they wish to:

1. Community Emergency Services
  - Nil.
2. WALGA
  - Road Crash Map being developed for Midwest region and will be available soon. This is a combined initiative between WALGA and MRWA.
3. Department of Biodiversity, Conservation and Attractions
  - Currently in preparedness phase, ready for mitigation strategies to commence October 2019
  - It is unlikely for any prescribed burning to occur in Mingenew this year
  - Cr RW Newton outlined that there has been considerable community concern regarding the fuel load at Depot Hill (particularly the south side). Bev indicated that due it being a WWII firing range site which carries the risk of having unexploded devices.
4. Department of Fire and Emergency Services
  - Staff Changes: Matthew Holland to temporarily replace Vicki Booth until more permanent arrangements are made
5. Department of Communities
  - The Department now has a larger pool of resources due to the amalgamation of Housing, Child Protection, Communities and Disability Services.
6. Mingenew Police
  - Microlight crash noted as significant event for the Shire. SGIO was the only other agency involved.
  - Prioritising the airport infrastructure is recommended to support potential transportation needs for emergency services
7. Main Roads WA
  - MRWA has commenced its shoulder maintenance program
  - Busy season October 2019 to March 2020
  - Recent rains have had minimal impact on state road infrastructure

## **8.0 GENERAL BUSINESS**

Nil.

## **9.0 FUTURE MEETING DATE AND TIME**

Next meeting to take place at: Tuesday 8 October 2019 at 1pm. Look to incorporate remaining 3 State Risk Project hazards should time permit. Start time may be brought forward to accommodate this.

## **10.0 CLOSURE**

Meeting closed at 1.22pm.

*Immediately following the meeting, members participated in the State Risk Project workshop to risk assess the two hazard areas – Storm and Flood.*

**ATTACHMENT: 11.1**  
**National Redress Scheme**



# National Redress and Local Government **Directions Paper**

**April 2019**

**Contact:**

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WALGA

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## Contents

1.0	National Redress and Local Government .....	4
1.1	Background.....	4
2.0	Key considerations for Local Government .....	7
2.1	To join or not to join .....	7
2.2	Records Management.....	8
2.3	Direct Personal Response .....	9
2.4	Financial Compensation.....	10
3.0	FAQs for Executives and Elected Members .....	10
4.0	Conclusion .....	13

DRAFT



## 1.0 National Redress and Local Government

Local Governments are being consulted on their preference and capacity to join National Redress Scheme, with one option to join as a State Government agency under the definitions contained within the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth). In considering preferred options there are three critical considerations that need to be discussed regarding a Local Governments capacity as a participating organisation including:

1. Source and provide records within prescribed timeframes
2. Deliver a Direct Personal Response in the requested manner
3. Financially compensate the claim

This Directions Paper outlines the consultation outcomes to date, key considerations for Local Government Administration and provides direction on possible recommendations.

### 1.1 Background

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 institutions, and to protect, report and respond to child sexual abuse.

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) incorporated findings and recommendations of the previously released reports and was handed down on 15 December 2017<sup>1</sup>.

Local Government were engaged in two stages of consultations as outlined below.

#### Stage 1: Child Safety Officers

The Royal Commission made 409 recommendations. Of which 310 are applicable to the Western Australian State Government and one specific recommendation was directed at Local Government. Many recommendations will directly or indirectly impact on the organisations that Local Government works with and supports within the community<sup>2</sup>.

Stage one consultations related directly to the recommendation which read as follows:

#### *Recommendation 6.12*

*With support from governments at the national, state and territory levels, Local Governments should designate child safety officer positions from existing staff profiles to carry out the following functions:*

---

<sup>1</sup> To access a full version of the Royal Commission's Findings and the Final Report, follow the link at <https://www.childabuseroyalcommission.gov.au/>.

<sup>2</sup> The State Government's response was released on 27 June 2018. The WA Government's response to the Royal Commission recommendations can be accessed at: <http://www.dpc.wa.gov.au/childabuseroyalcommission>

- a. *developing child safe messages in Local Government venues, grounds and facilities*
- b. *assisting local institutions to access online child safe resources*
- c. *providing child safety information and support to local institutions on a needs basis*
- d. *supporting local institutions to work collaboratively with key services to ensure child safe approaches are culturally safe, disability aware and appropriate for children from diverse backgrounds.*

DLGSC consulted with Local Governments, through WALGA, between July and September 2018 on this recommendation and other related recommendations through the distribution of an Information and Discussion Paper (31 July 2018), webinars (August 2018) and an invitation for submissions that concluded in September 2018. Key feedback from Local Governments included:

- The principles of the recommendation are fundamentally sound in that it determines the role of Local Government as a capacity building function with resources, training and associated materials to be the responsibility of State Government, led by the Department of Communities in partnership with DLGSC.
- Local Governments expressed generalised support, with concerns regarding the implementation of reforms in relation to:
  - the impact to the Local Government workforce;
  - increasing levels of service expectations;
  - strategic alignment and a whole of government approach;
  - deliberative consultation and good governance moving forward;
  - data collection;
  - financial management policy and process;
  - volunteer and community groups, and
  - rural and remote communities.

The findings have been finalised and will inform the State Government's development of key policies, reforms and program initiatives throughout 2019. At which time clarity will be provided around Local Governments role in responding to the Royal Commission recommendation to implement Child Safety Officers from existing workforce profiles and contributed to reforms in other areas (child safeguarding)

In the meantime, Local Governments are encouraged to continue due diligence on Working With Children checks and working to promote child safeguarding within the broader community.

## **Stage 2: National Redress Scheme**

The Royal Commission's *Redress and Civil Litigation (September 2015)* Report recommended the establishment of a single national redress scheme.

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 (average payment expected to be approximately \$76,000).

The Scheme is being administered by the Commonwealth Government and all State and Territory Governments have formally joined the Scheme. 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).

The WA Parliament passed the legislation required to allow the Government and WA based non-government institutions to participate in the 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 participation in the Scheme from 1 January 2019.

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

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

DLGSC is currently in the process of consulting with the Local Government sector through the Zone meeting schedule together with attendance and presentations at key network meetings.

DLGSC provided Local Governments with a second Information and Discussion Paper (December 2018) focused on Redress that confirmed the current consultation phase and intent.

This consultation provides an opportunity for discussion and agreement to be reached on whether Local Governments will participate in the Scheme and, if so, whether participation will be with the State Government. Outcomes will then be subject to State Government approval.

The following section is a discussion around the current consultation phase that requests a response from Local Governments on capacity to join the Scheme.

## 2.0 Key considerations for Local Government

To effectively respond to the current open consultation and to provide key decision makers within Local Government Executive Administration and Elected Members, this Directions Paper has been developed. Essentially, Local Governments should consider their capacity as a participating organisation including:

1. Source and provide records within prescribed timeframes
2. Deliver a Direct Personal Response in the requested manner
3. Financially compensate the claim.

### 2.1 To join or not to join

Local Governments have the opportunity to either join the National Redress Scheme and limit their liability exposure to the elements defined in the Redress Scheme, or to not join and risk the full extent of a civil litigation process in the event an application is made against them. Whilst there is no obligation to join, the following table outlines some key considerations in making this initial decision.

Join Scheme (National Redress Scheme)	
Opportunities	Challenges
<ul style="list-style-type: none"> <li>Clearly defined eligibility criteria</li> <li>Consistency and capping of compensation payments</li> <li>Releases institution from civil liability</li> <li>Minimising likelihood of re-traumatisation for victim/survivor</li> <li>Increased perception of justice and procedural fairness is promoted provided protection for LGs</li> <li>Display of accountability and transparency of Local Government</li> <li>National consistency and legislative safeguarding</li> <li>Supports the principle of accountability promoted by the Royal Commission</li> </ul>	<ul style="list-style-type: none"> <li>Ratepayers don't get a say</li> <li>WA Criminal Code may produce conflicting complexity.</li> </ul>

Do Not Join Scheme (Civil Litigation Process)	
Opportunities	Challenges
<ul style="list-style-type: none"> <li>• Potential for negotiated settlement</li> <li>• Independence in achieving resolutions</li> <li>• Unlimited timeframes for action</li> <li>• WA Redress Scheme may have addressed some claims.</li> </ul>	<ul style="list-style-type: none"> <li>• A potentially more difficult process for survivors/victims</li> <li>• Additional legal and other expenses</li> <li>• No capped financial claim amount (could exceed \$150k)</li> <li>• Eligibility criteria and standard of proof unrestricted</li> <li>• Unlimited timeframes for action therefore may incur higher legal fees</li> <li>• Potential for socio-political consequences.</li> </ul>

**Recommendation 1: That Local Governments join the National Redress Scheme.**

## 2.2 Records Management

Local Governments are guided by the *Local Government Act 1995*, previously the *Local Government Act 1960*, and further by the *State Records Act 2000*, as to what information to collect and report. In the immediate environment, if an application is made for a service provided by a Local Government the following may help guide Local Governments on nature, type and level of detail that could be incorporated into the application review process.

It is expected that Local Government will be able to provide information from the following sources:

- Ordinary Council Meeting minutes and agendas
- Financial Reports
- Annual Report
- Rate records
- Documents of ownership and/or occupancy
- Certificates and licences for authorisation or approval for example planning/building
- Audit reports of systems, policies, practices and procedures.

Other possible sources for information:

- Library archives and membership records from other services (ie. Recreation Centre)
- Ranger services fees and charges
- Vehicle log books
- Submissions, community consultation reports
- Local newspaper records, clippings or newsletters

- Attendance records at swimming, childcare, youth camp, other child services
- Photographs
- Historical Societies and other groups may be of assistance.

Certain information about a person or an institution is protected information and can only be obtained, recorded, disclosed or used if this Act authorises that to happen. The *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* [S91-101] guides compliance in this area.

**Recommendation 2: Local Government is responsible for sourcing and providing records within prescribed timeframes.**

## 2.3 Direct Personal Response

The *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* [S5691-7]) provides a set of general principles required for the delivery of a direct personal response which include engagement with the survivor and specifically the delivery should be:

*(6) by people who have received training about the nature and impact of child sexual abuse and the needs of survivors, including cultural awareness and sensitivity training where relevant.*

As outlined on page six above, the State Governments Redress Coordination Unit is responsible for coordinating the delivery of direct personal responses which should include training, mentoring and support from suitable qualified professionals and development of specific protocols and approached to assist in achieving the most successful outcomes for each individual case. This paper considers it appropriate for the locally identified individual to utilise these services to deliver the apology. This is proposed for the primarily reasons of:

- Existing relationships with individuals and communities that is built on dignity and respect
- Developing and further supporting the wider community a Local Government serves
- Capacity building and professional development of Local Government to access State Government provided training and support that builds the social capital of a Local Government to respond.

In a world where social complexities are becoming extremely diverse, the opportunity to broaden, improve and maintain skills, knowledge and expertise and to develop the qualities required in unique settings is an opportunity now available to Local Government.

**Recommendation 3: Local Government is responsible to deliver a Direct Personal Response in the requested manner**

## 2.4 Financial Compensation

The *National Redress Scheme for Intentional Child Sexual Abuse Act 2018* [S48-50] provides guidance around a redress payment.

It has been suggested that the State Government could cover the costs of payment through the *Criminal Property Confiscation Act 2000*, or specifically allocated State Government budget to respond to National Redress. In the event neither of these options is a successful source of payment, other State Government funded sources to be discussed and considered,<sup>3</sup>

These suggestions are based on the following considerations:

- Under the *Local Government Act 1995*, no Local Government can be deemed bankrupt, however the shifting burden of cost is passed through to the ratepayers of the day.
- Based on the anticipation that public liability and insurance costs for Local government from their primary provider will inevitably rise, regardless of whether an application is made against a Local Government or not.
- 80% of Local Governments are in regional areas and some in very remote locations, which directly correlates to a declining capacity to finance a claim should it arise.
- To assist with the tightening fiscal environment, and with consideration to the likelihood of applications against a Local Government to be relatively low and minimal.

It is reasonable to acknowledge that the WA Redress Scheme established from 2008 to 31 December 2011 processed a total of 5,212 payments totaling \$117,740,167. This significant redress reform has impacted on the current status quo in Western Australia.

State Government fiscal responsibility is the preferred and only recommendation of this Directions Paper.

**Recommendation 4: State Government is responsible for financial compensation of the claim.**

## 3.0 FAQs for Executives and Elected Members

### 1. Direct Personal Response specific protocols / approaches

Direct Personal Responses is outlined in section 2.3 above and guided through *National Redress Scheme for Intentional Child Sexual Abuse Act 2018* [S5691-7)].

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<sup>3</sup> Note the *National Redress Scheme for Intentional Child Sexual Abuse Act 2018* [S6.8(9)] provides guidance to Local Government to raise an expense outside of the municipal budget process in the incident of a Redress payment.



The State Governments Redress Coordination Unit is responsible for coordinating the delivery of direct personal responses which should include training, mentoring and support from suitable qualified professionals and development of specific protocols and approached to assist in achieving the most successful outcomes for each individual case.

## **2. Protocols for complying with information requirements**

Records management is outlined in section 2.2 above with compliance provisions outlined in the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* [S91-101]. Consultation with DLGSC has consistently stated that all applications made by Commonwealth will be made on the information provided at that point in time. Refer to [S96(6-7)] for specific guidance on what is deemed to be an offense.

## **3. Personal support for staff dealing with Redress matters**

The State Governments Redress Coordination Unit is responsible for coordinating the delivery of direct personal responses which should include training, mentoring and support from suitable qualified professionals and development of specific protocols and approached to assist in achieving the most successful outcomes for each individual case.

## **4. Case examples / findings of where Redress has been supported by the Scheme Operator related to a Local Government (to further assess process / outcomes and impacts, including level of information provided as part of claims leading to redress).**

Local Government specific case studies are not yet available. At time of this publication a total of 189 applications have been made to the State Government, with no cases made against a Local Government. WALGA will continue to liaise with other State Associations to ensure the most up to date information, best practice and other knowledge is brought to light of its members when it becomes available.

The National Redress website lists a vast range of resources including Case Studies<sup>4</sup> that may provide insight to redress from a variety of perspectives for examples YMCA, Salvation Army and Aboriginal Children's Services to name a few.

## **5. Better understanding of the Burden of Proof determination. What are the parameters for this?**

Burden of proof is the likelihood of the application based on the information provided with the main purpose of reducing unknowns and addressing inconsistencies between the application and information provided. Burden of proof in redress is quite low in comparison to a civil litigation process.

Records management is outlined in section 2.2 above with compliance provisions outlined in the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* [S91-101]. Consultation with DLGSC has consistently stated that all applications made by

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<sup>4</sup> <https://www.childabuseroyalcommission.gov.au/case-studies>



Commonwealth will be made on the information provided at that point in time. Refer to [S96(6-7)] for specific guidance on what is deemed to be an offense.

**6. Can decisions made by the Scheme Operator be appealed / reviewed within the Scheme?**

There is no appeal process available through National Redress, the confirmed process is outlined in the Act.

**7. Through the Scheme, will any legal advice be provided to Local Governments?**

WALGA has been working closely with DLGSC and Department of Premier and Cabinet who have engaged legal services to help guide and develop the process to address legislative queries around National Redress and Local Government.

Once an application has been made, all legal advice through National Redress is offered to the applicant. In which case it is up to each Local Government to determine if they would like to seek their own legal advice.

**8. Clarification about limitation periods associated with claims? What timeframes can they be considered historically?**

The National Redress has been defined to run for a period of two years from starting date of 1 July 2018, and is subject to review. Applications can be lodged from as far back as is necessary. Mindful that for more historical applications, information provision will be harder to provide, making reducing likelihood of an application a lot harder also.

**9. Can a Local Government opt out of the Scheme at any stage? [S116(1-2)]**

An institution ceases to be a participating institution is the declaration made under subsection 115(2) in relation to the institution is revoked under subsection (2), (3), (4) or (5) of this section.

The Minister may, by notifiable instrument, revoke a declaration made under subsection 115(2) in relation to an institution.

**10. Is Local Government still liable for redress application to an institution that no longer exists?**

A defunct institution may be a government or non-government institution and under the clause of provider of last resort you may be considered in the application of redress under these circumstances.

### **11. What does funder of last resort mean to Local Government?**

There will be cases in which abuse occurred in institutions that no longer exist. There will also be cases where institutions that still exist have no assets from which to fund redress.

Funding for redress for survivors of abuse in these institutions will need to come from elsewhere.

The community is entitled to look to governments to meet an identified community need from their revenue sources rather than impose the obligations of one institution either on another institution or on individual survivors.

Local Government are satisfied with the response that State Governments should act as funders of last resort on the basis of their social, regulatory and guardianship responsibilities as discussed above.

## **4.0 Conclusion**

We recommend that Local Government act decisively with the regard to acts of sexual abuse toward children and that joining redress is a good organisational approach to risk management of child abuse both historically and for the future protection of communities.



# National Redress Scheme for Institutional Child Sexual Abuse

LGIS – Update  
April 2019

# Table of Contents

Background .....	1
Legislative response to Institutional Child Sexual Abuse Royal Commission .....	1
Action against entity - civil court .....	2
National Redress Scheme (NRS).....	3
LGIS Liability .....	5
Other considerations .....	7

# Background

## Legislative response to Institutional Child Sexual Abuse Royal Commission

States and territories across Australia have responded to the Royal Commission's final report by making legislative change. In Western Australia, a number of legislative reforms followed, including the *Civil Liability Legislation Amendment (Child Sexual Abuse Actions) Act 2018* (WA). The main changes introduced are:

- The removal of the Ellis defence which protected unincorporated associations - survivors of child sexual abuse will be able to sue unincorporated entities for compensation
- The amendment of the *Limitation Act 2005* (WA) to:
  - Exclude the limitation period for child sexual abuse claims only. The amendments were restricted to child sexual abuse claims and excludes broader physical, psychological or emotional abuse claims
  - Allow claimants to re-open previously settled cases. The amendment provides the court with the authority and power to grant leave to permit claimants to commence proceedings and to set aside any settlement agreements, whether reasonable and fair. Upon leave the settlement agreement is considered void, and a party to that agreement may not seek to recover money paid by, or for, the party under the agreement
- Introduction of the *National Redress Scheme for Institutional Child Sexual Abuse (Commonwealth Powers) Act 2018*

These measures increase entities' potential exposure, because it allows [parties] to re-open previously settled civil claims, as well to start proceedings against entities previously statute barred. WA joined the National Redress Scheme (NRS) which creates another path for survivors to obtain compensation. Consequently survivors now have two paths to receive compensation:

1. Pursuing civil court action(s) against the perpetrator and/or the responsible institution
2. Applying to the NRS, which provides eligible applicants with compensation in the form on a monetary payment, an apology and access to support services

Following recent consultation, we understand that local governments will consider whether to participate in the NRS. As part of that assessment process members seek a clearer position around the response of LGIS Liability. This is a complex area and this advice does not purport to set out the legal position in any detail. It is designed to provide an overview of the key issues as they stand and in summary form only. Any individual claim or matter would be subject to its own circumstances.

## Action against entity - civil court

The process of establishing negligence against an entity for sexual abuse is not straightforward, however a number of legislative changes (post the Royal Commission) have improved the ability for claims to be brought by survivors.

Similarly to other claims made by third parties against local government for personal injury damages, any claimant must establish:

- The local government owed the claimant a duty of care
- The local government breached that duty of care by failing to act in a reasonable manner
- That breach of duty resulted in the injury

The tort of negligence is a complex area of law, and each of the above tests place a significant burden of proof on the claimant. Whilst establishing an entity owed the claimant a duty of care could be relatively straight forward (e.g. offering of crèche facilities), establishing breach of that duty by failing to act reasonably would be, in the case of child sexual abuse, based on what was considered reasonable at the time of alleged negligence.

Sexual abuse claims arise out of criminal acts, and the courts in Australia have been reluctant to impute liability on entities for the action of employees arising from their deliberate criminal acts, if the act was not in the course of employment.

Further changes, to broaden the ability of civil claims, are currently being considered in a discussion paper issued by the WA Department of Justice (Royal Commission into Institutional Responses to Child Sexual Abuse – Duty of Institutions – recommendations 89-93). The paper revolves around proposed legislative changes to impose a non-delegable duty on an entity, irrespective of the act carried out being a criminal act and a separate duty in the form of a reverse onus of proof.

The reversing of the onus of proof results in a liability existing unless the institution proves it took reasonable steps to prevent the abuse, as opposed to the current requirement for the survivor to prove the entity failed to take reasonable steps. The ability to defend such a matter would be based on the quality of information retained in relation to policies, procedures and an ability to demonstrate effective management. This legislative amendment has been adopted in Victoria.

The imposition of a non-delegable duty is of particular concern as it would extend a local government's liability beyond employees to people associated with local government – e.g. contracted crèche operators, family day-care, swimming schools, holiday programs etc.

# National Redress Scheme (NRS)

Modelling performed by an independent actuary (Finity Consulting) on behalf of the Commonwealth estimate 60,000 persons will be eligible to apply to the NRS for redress, with an estimated 5,700 of these persons experiencing child sexual abuse in a WA Government or non-government institution.

It is estimated that 2,400 of the 5,700 persons experienced abuse in WA Government institutions.

Approximately 3,300 persons experienced abuse in non-government institutions, it is likely there will be shared responsibility between the State Government and in some instances non-government institutions (e.g. where a State ward experienced abuse while in the care of a non-government institution).

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

- A direct personal response from the responsible institution, upon request
- Funds to access counselling and psychological care
- A monetary payment of up to \$150,000 (average payment expected to be approximately \$76,000)

The key features of the NRS:

- Local government, as other institutions, have the opportunity to 'opt-in' to the NRS as a participating entity, and be bound by the decision of the NRS administrator (Commonwealth)
- The NRS will be operated and costs of this administration will be borne by the participating entities.
- The survivor is required to demonstrate his/her eligibility for the redress benefits based on 'reasonable likelihood'
- Participating in the NRS will not (based on information provided) prejudice any civil claims as information obtained is not admissible in civil proceedings and payment of redress is not an admission of guilt
- Acceptance of the redress payment by the survivor will extinguish any future claims against the entity

A survivor who applies to participate in the NRS will be eligible for redress if:

- They were under 18 years of age at the time of the sexual abuse
- The abuse occurred before 1 July 2018
- The organisation responsible is a participant in the NRS

However, the NRS does not apply to a person who has already received court award of damages over the maximum threshold of \$150,000. As noted above these claims can now be re-opened in civil proceedings if the courts deem required.

The threshold that a claimant will have to meet to receive a payment under the NRS (reasonable satisfaction) is lower than that required in actions before the courts (balance of probabilities) and therefore, depending on the circumstances, it may be easier for claimants to establish their case under the NRS.

It is not possible to accurately estimate the potential redress exposure of WA local governments either as a group or at individual council level, as the actuarial estimates did not distinguish between abuse that occurred at state government and local government institutions.

Anecdotally we would assume the state would be exposed to a significant percentage of these claims given its activities (e.g. hostels, schools, hospitals etc.) however, the actual exposure to the local government sector is an unknown.



# LGIS Liability

LGIS Liability covers a member for *'all sums which the member shall become legally liable to pay for compensation.... in respect of ... personal injury'*. In order for LGIS Liability to respond, the claim must pass this initial test. Legal liability refers to an entity's liability imposed on it by the laws by which it is governed.

The NRS is a scheme which the member voluntarily enters into and agrees to abide by the determination of the administrator; it is not an obligation of the laws that govern WA local government.

The LGIS protection is not designed in word or intent to respond to liabilities:

- Voluntarily assumed by members. By opting into the NRS, the member is assuming or taking on a liability, which would not otherwise have existed at common law
- For which the standard of proof is significantly lower than civil proceedings to determine responsibility and liability
- Where the institutions have no ability to defend themselves in the redress arrangements. The determination of liability to pay redress, provide a letter of apology is a decision made by the administration

The NRS is recognition of harm as opposed to "legal liability", therefore neither the protection offered by LGIS or a conventional liability insurance policy would respond to redress awards. The NRS is based on a "reasonable likelihood" the event occurred and is designed to acknowledge the harm caused and support the survivor to move forward.

## General 'insurance' aspects

We confirm the LGIS Liability currently does not carry a sexual molestation limitation and members will be indemnified in line with the protection offered. Of specific importance is the need to notify LGIS immediately of any known circumstances that could lead to a claim.

Where members wish to defend a civil matter for sexual abuse the following should be considered:

- Identifying the protection and the relevant insurer (if **prior to LGIS Liability's inception**) at the time
- Establishing whether that insurer still operates or if the liability for past claims has been transferred to another entity
- Scope of cover issues which could also be subject to legal dispute:

- If the member had elected to deal with the allegations in-house, and not referred the matter, then issues of prejudice may arise
- Clarity regarding aggregation of claims, particularly where the offender is a serial abuser
- Coverage disputes where there is evidence that the institution knew of the abuse and did not take steps to stop it.

## Other considerations

Given the level of interaction across areas such as childcare, library and recreation centres we recommend members review their policies in relation to safeguarding minors in their care or in the care of contractors.

The Royal Commission found the average time for a survivor to disclose childhood abuse was 22 years. The removal of limitation periods for claims concerning the sexual abuse of children, members with responsibility for the care of children need to ensure they have a document management system which will retain relevant documents. Information to be stored may include the local government's scope of services, any related parties (e.g. contractors/community groups), insurance details (including certificate of currency, policy number and insurer), police clearance and working with children certification, any training provided to staff in relation to dealing with children, incidents, investigations and associated correspondence.

The documents which should be retained include but are not limited to the entity's policy for safeguarding the welfare of children, employment screening searches on its members of staff, documents evidencing the formal training of the staff concerning the safeguarding of the welfare of the children, incident and investigation reports and incident related correspondence and the applicable liability insurance protection.

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## 9. CORRESPONDENCE

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### 9.1 DLGSC Update

Refer attached update from the State Government on Engagement with WA Local Government regarding participation in the National Redress Scheme.

#### **Northern Country Zone Resolution:**

**Moved:** Cr Simkin

**Seconded:** Cr Isbister

That the Northern Country Zone of WALGA notes the Update from the State Government on Engagement with WA Local Government regarding participation in the National Redress Scheme.

**Carried**

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## 10. STATE COUNCIL AGENDA - MATTERS FOR DECISION

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*The following items have been taken directly from the WALGA State Council Agenda for 3 July 2019.*

*The Matters for Decision in the State Council agenda are numbered 5.1 to 5.6.*

*The Recommendation and Brief only have been included. Please refer to the attached PDF version of the State Council Agenda for more detail.*

### **10.1 (5.1) National Redress and Local Government (05-086-03-0004 KD)**

*By Kirstie Davis, Policy Manager Community*

#### **Recommendation:**

That WA Local Government participation in the State's National Redress Scheme declaration with full financial coverage by the State, be endorsed in principal, noting that further engagement with the sector will occur in the second half of 2019.

#### **In Brief:**

- The Royal Commission into Institutional Responses to Child Sexual Abuse (the Royal Commission) was established in January 2013.
- The WA Parliament passed the legislation required to allow the Government and WA based non-government institutions to participate in the Scheme. The National Redress Scheme for Institutional Child Sexual Abuse (Commonwealth Powers) Act 2018 (WA) took effect on 21 November 2018.
- The Association, together with the Department of Local Government, Sport and Cultural Industries (DLGSC) consulted with the Local Government sector to develop the Western Australian State Government

Child Safety Implementation Plan which was provided as an Item for Decision at the WALGA State Council December 2018 meeting.

- From February 2019, DLGSC has been consulting Local Government on their preference and capacity to join the National Redress Scheme, with one option to join as a State Government agency under the definitions contained within the National Redress Scheme for Institutional Child Sexual Abuse Act 2018 (Cth).
- This report outlines outcomes from this consultation and provides a recommendation for final endorsement that is then subject to State Government consideration.

**Northern Country Zone Resolution:**

**Moved:** CEO Battilana

**Seconded:** Cr West

The member Councils of the Northern Country Zone of WALGA agree to join the National Redress Scheme as State Government Entities under the following conditions:

**1. Local Government's Child Safety Officer positions from existing staff positions:**

- a) This position must be fully funded by the State and/or Commonwealth government and cost is not an imposition on the local government (ie not another costs-shifting exercise);
- b) A regional approach could be considered by a group of local government authorities if this is considered appropriate and effective, rather than expecting every individual local government authority to establish a new position, or incorporate the tasks required of the position into existing staff profiles;
- c) There must be stringent legal processes and protections in place to ensure the reporting officer is not exposed for not reporting an incident, or reporting something, which is false or vexatious.

**2. Areas of the local government to establish the Child Support Officer designation in supporting the community to create child safe environments:**

- a) There is no specific position in small local government authorities, which is best suited to undertaking the role as a Child Safety Officer and this should be determined by the individual local government authority;
- b) The Working with Children Check should be all a sporting and recreation institution, including arts, culture and hobby groups, engaging with or providing services to children should be required to implement and comply with the Child Safety Standards (i.e. the status quo to remain for these groups);

**3. Training, resources and support required by the local government to successfully implement designated Child Safety Officers:**

- a) Initial and ongoing training, resources and support of the local government authority and the proposed Child Support Officer needs to be fully funded by the Commonwealth and/or State government and not be at the cost of the local government;

- b) Any agency established for administering the reporting requirements of local government authorities must be there to support the process, not simply a regulatory body with a focus on compliance by a local government authority;
- c) Help desk, legal support and advice needs to be provided and readily available to the Child Support Officer and the local government authority, with this being the predominant purpose of any such agency.

#### 4. Supporting local government with the implementation of Child Safety Officers

- a) Any agency established for accepting and determining outcomes of matters reported by the local government should provide legal representation on behalf of the local government and any staff in the event of legal action taken against the Child Support Officer and/or local government. Any legal costs must not be the local government authority's responsibility;
- b) Legislation introduced for the proposed reportable conduct scheme must incorporate stringent processes and protections in place to ensure the reporting officer and local government authority is not legally exposed for not reporting an incident, or reporting something, which is proven to be false or vexatious;
- c) There must be strong legal processes and procedures in place to deal with the vexatious complainants creating issues based on conspiracy theories, rumour and innuendo and for those proven to have submitted complaints without basis dealt with under any proposed legislation (e.g. prosecution, infringement).

#### 5. Source and Provide Records

Agree to being responsible for sourcing and providing records within prescribed timeframes under the condition such responsibility will not result in any additional resources being required of the Shire;

#### 6. Deliver and Provide Personal Response

Agree to being responsible for delivery of a Direct Personal Response in the requested manner timeframes under the condition such responsibility will not result in any additional resources being required of the Shire;

#### 7. Financially Compensate the Claim

The State Government is responsible for financial compensation of all claims;

#### 8. Insurance

The Local Government Government's insurance policies and premiums are in no way adversely affected by its agreement to join National Redress Scheme as a State Government entity.

**Carried**



**ATTACHMENT: 11.2**

**RFQ 2018/19(6) - Provision of Waste Collection and Disposal Services**

## Request for Quotation

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<b>Request for Quotation Title:</b>	Waste Collection and Disposal Services
<b>Deadline:</b>	9.00am (WST) 7 June 2019
<b>Address for Delivery of Quotation:</b>	WALGA e-Quotes Portal
<b>RFQ Number:</b>	RFQ (2018/19) 6 - Waste Collection and Disposal Services

# Table of Contents

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## Contents

<b>1</b>	<b>Conditions of Responding .....</b>	<b>3</b>
1.1	Contract Requirements in Brief .....	3
1.2	Definitions .....	3
1.3	Requests for Clarification .....	3
1.4	Selection Criteria .....	4
1.5	Compliance Criteria .....	4
1.6	Qualitative Criteria.....	4
1.7	Value Considerations.....	5
1.7.1	Price Basis.....	6
1.8	Risk Assessment.....	6
1.9	Lodgement of Response and Delivery Method .....	6
1.10	Rejection of Responses .....	6
1.11	Acceptance of Responses and Obligation .....	7
1.12	Response Validity Period .....	7
1.13	Precedence of documents .....	7
1.14	Alterations.....	7
1.15	Canvassing of Councillors or Officers.....	7
<b>2</b>	<b>Specification .....</b>	<b>8</b>
<b>3</b>	<b>General Conditions of Contract .....</b>	<b>8</b>
<b>4</b>	<b>Selection Criteria .....</b>	<b>9</b>
4.1	Compliance Criteria .....	9
4.1.1	Qualitative Criteria.....	10
4.2	Price Information .....	12
<b>5</b>	<b>RFQ Document and Attachments .....</b>	<b>13</b>

# 1 Conditions of Responding

## 1.1 Contract Requirements in Brief

The Shire of Mingenew invites submissions from suitable qualified and experienced Contractors for the provision of Waste and Recycling Collection Services within the Shire's boundaries.

A full statement of the services required under the proposed Contract appears in Attachment 1 (General Conditions of Contract) and in particular Schedule 10 (Specification) of that Contract.

## 1.2 Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The Deadline shown on the front cover of this Request for lodgement of your Submission.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for Waste Collections and Disposal.
<b>Offer:</b>	The Offer to be selected to supply the Requirements.
<b>Principal:</b>	Shire of Mingenew
<b>Response:</b>	Completed Offer, response to Selection Criteria and Attachments.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Request or RFQ or Request for Quotation:</b>	This document.

## 1.3 Requests for Clarification

Respondent's requests for clarifications must be made using the online forum through the eQuotes portal and may be the subject of an Addendum to this Request.

No requests for information or clarification to the RFQ Documents will be accepted later than three Working days prior to the Deadline of this Request.

## **1.4 Selection Criteria**

The Contract may be awarded to a Respondent who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the principal.

The Principal has adopted the best value for money approach to this Request. This means that, although price is considered, the Response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the Qualitative Criteria.

A scoring system will be usual as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Response which provides all the information requested will be assessed as satisfactory.

The extent to which the Respondent demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money.

## **1.5 Compliance Criteria**

These criteria are detailed within section 4.1 of this document. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration. The scoring in this area includes compliance with all other tender requirements.

## **1.6 Qualitative Criteria**

In determining the most advantageous Response, the Evaluation Panel will score each Response against the Qualitative Criteria as detailed within section 4.1.1 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the services being purchased.

Note: It is essential that Respondents address each Qualitative Criterion.

Information that you provide addressing each Qualitative Criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the evaluation process or a low score.

## 1.7 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Criteria	Weighting
Quoted Price	60%

### Regional Price Preference

Contractors may be afforded a preference in the Principal's Regional Preference Policy, contained within its Purchasing Policy (#1.3.1) and associated Purchasing Management Procedures (Clause #8. Price Preference). The Policy stipulates that the Shire of Mingenew will provide a price preference to eligible regional suppliers as outlined below:

Goods and Services	Up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ul style="list-style-type: none"> <li>a) 0% to all suppliers located within the Shire of Mingenew</li> <li>b) 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin</li> <li>c) 2.5% to all suppliers located within the Midwest Region</li> </ul>
Construction (building) Services	Up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ul style="list-style-type: none"> <li>a) 5% to all suppliers located within the Shire of Mingenew</li> <li>b) 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.</li> <li>c) 1% to all suppliers located within the Midwest Region.</li> </ul>
Goods and Services, including Construction (building) Services tendered for the <i>first time</i> where Council previously supplied the Goods or Services	Up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ul style="list-style-type: none"> <li>1. 10% to all suppliers located within the Shire of Mingenew</li> <li>2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin</li> <li>3. 2.5% to all suppliers located within the Midwest Region</li> </ul>

### **1.7.1 Price Basis**

Not Used

## **1.8 Risk Assessment**

The Principal may have access to and give consideration to:

- a) Any risk assessment undertaken by any credit rating agency;
- b) Any financial analytical assessment undertaken by an agency; and
- c) Any information produced by the Bank, financial institution, or accountant or a Respondent.

So as to assess that Response, and may also consider such material as tools in the Response assessment process.

Respondents may be required to undertake to provide to the Principal (or its nominated agent) upon request, all such information as the Principal reasonably requires to satisfy itself that Respondents are financially viable and have the financial capacity to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Respondent regarding the financial information required.

The financial assessment is specifically for use by the Principal for the purpose of assessing Respondents and will be treated as strictly confidential.

## **1.9 Lodgement of Response and Delivery Method**

The Response must be lodged by the Deadline. The Deadline for this Request for Quote is stated on the front page of this Request document.

The Response is to be submitted via the WALGA e-Quotes portal. Respondents must ensure all files are uploaded to the Portal prior to the time and date specified above.

## **1.10 Rejection of Responses**

A response may be rejected without consideration of its merits in the event that:

- a) It is not submitted before the deadline; or
- b) It is not submitted via the delivery method specified in this Request for Quotation; or
- c) It may be rejected if it fails to comply with any other requirements of the Request for Quotation.

### **1.11 Acceptance of Responses and Obligation**

Unless otherwise stated in this Request, Responses may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Response and may reject any or all Responses submitted.

This procurement process does not in any form represent or establish a process Contract until the Contract document is executed by the Principal and preferred Respondent resulting for this Request process.

### **1.12 Response Validity Period**

All Responses must remain valid and open for acceptance for a minimum period of 90 days from the Deadline.

### **1.13 Precedence of documents**

In the event of there being any conflict or inconsistency between the Terms and Conditions herein and those in the General Conditions of Contract, the Terms and Conditions appearing in this Request will have precedence.

### **1.14 Alterations**

The Respondent must not alter or add to the Request documents unless required by these General Conditions of Responding.

The Principal will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request for Quote documents before the Deadline.

### **1.15 Canvassing of Councillors or Officers**

If a Respondent, whether personally or by agent, canvasses any of the Principal's Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Respondent, then regardless of such canvassing having any influence on the acceptance of such Submission, the Principal may at its discretion omit the Respondent from consideration.



## **2 Specification**

A full statement of the Requirements under the Contract appears in the Specification – Schedule 10 of the General Conditions of Contract.

## **3 General Conditions of Contract**

The General Conditions of Contract applicable to this Contract will be the General Conditions of Contract for the Supply of Services in Respect of Waste Collection and Disposal (separate document).

## 4 Selection Criteria

### 4.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
<p>a) Respondents profile:</p> <p>Respondents must address the following information in an attachment and label it “<b>Respondents profile</b>”:</p> <ul style="list-style-type: none"><li>• Respondent to provide Australian Business Number (ABN) and registered entity name;</li><li>• Provide your organisation’s contact details including phone contact, generic email address, postal and physical address;</li><li>• Provide details of the Respondent’s Contract Manager for this Contract and any Area Managers if applicable including full name, position title, phone number and email address;</li><li>• Respondents to provide a minimum of two referees, including the name, position, contact details and a description of the services provided. Describe the nature of the relationship and the relevance to this Request.</li></ul>	Yes / No
b) Compliance with the Specification contained in the Request.	Yes / No
c) Respondents to attach their Quality Management Plans including Policies and/or Procedures which cover quality assurance and quality control.	Yes / No
d) Complete Pricing Schedule.	Yes / No
e) Occupational Safety & Health <ul style="list-style-type: none"><li>• Respondent to attach Safety &amp; Health Management Plans,</li></ul>	Yes / No

Policies and Procedures.	
<p>f) Risk Assessment</p> <p>Respondents must address the following information in an attachment and label it “<b>Risk Assessment</b>”:</p> <ul style="list-style-type: none"> <li>• An outline of your organisational structure inclusive of any branches and number of personnel;</li> <li>• Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal;</li> <li>• Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted;</li> <li>• Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with;</li> <li>• Are you presently able to pay all your debts in full as and when they fall due;</li> <li>• Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</li> </ul>	Yes / No

#### 4.1.1 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Response;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- Respondents are to address each issue outlined within a Qualitative Criterion.

<p><b>A. Regional Experience (in Mingenew Shire and/or North Midlands Area).</b></p> <p>Respondent to demonstrate its experience with Contracts either within the Shire of Mingenew district, or in the North Midlands geographic area.</p>	<p><b>Weighting</b></p> <p><b>5%</b></p>	
<p><b>B. Relevant Business Experience; and Key Personnel Skills and Experience</b></p> <p>Contractors must address the following information in an attachment and label it “<b>Relevant Experience</b>”:</p>	<p><b>Weighting</b></p> <p><b>15%</b></p>	
<p><i>Respondents should at least address how each of the following will be achieved:</i></p> <ul style="list-style-type: none"> <li><i>a) Provide details of similar work.</i></li> <li><i>b) Demonstrate competency and proven track record of achieving good outcomes.</i></li> <li><i>c) Experience and Qualifications of staff undertaking the task.</i></li> <li><i>d) Respondents are to demonstrate an understanding of the requirements of this Contract and a capacity and willingness to provide the Service.</i></li> <li><i>e) An outline of how the relevant requirements of the General Contract Specifics (Schedules 1, 4 and 10 of the Contract) will be addressed;</i></li> <li><i>f) Effective and efficient Customer Service Centre;</i></li> <li><i>g) Quality and timeliness of work;</i></li> <li><i>h) Record keeping procedure; and</i></li> <li><i>i) Monitoring procedure and staff performance.</i></li> </ul>	<p><b>“Relevant Experience”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

<p><b>C. Contractors Resources</b></p> <p>Contractors must address the following information in an attachment and label it “<b>Contractor’s Resources</b>”:</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>
---	---

<p>a) <i>Plant, equipment and materials (Resources Schedule).</i></p> <p>b) <i>Provision and quality of plant and equipment and procedure for vehicle maintenance.</i></p> <p>c) <i>Contingency measures or backup of resources, including personnel.</i></p> <p>d) <i>Risk Management Program.</i></p> <p>e) <i>OHS Practices and Safety Record.</i></p>	<b>“Contractor’s Resources”</b>	<b>Tick if attached</b>  <input type="checkbox"/>
<p>As a minimum, Contractors should provide a current commitment schedule and plant/equipment schedule in an attachment and label it <b>“Contractor’s Resources”</b>.</p>		
<p><b>D. Demonstrated Understanding</b></p> <p>Contractors must address the following information in an attachment and label it “Demonstrated Understanding”:</p>	<b>Weighting</b>  <b>10%</b>	
<p>a) <i>A project schedule;</i></p> <p>b) <i>The process for the delivery of the Goods/Services; and</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p>	<b>“Demonstrated Understanding”</b>	<b>Tick if attached</b>  <input type="checkbox"/>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled <b>“Demonstrated Understanding”</b>.</p>		

## 4.2 Price Information

Respondents must complete the “Price Schedule” attached with this document. Before completing the Price Schedule, Respondents should ensure they have read this entire Request for Quotation.

## **5 RFQ Document and Attachments**

The following documents are attached with this RFQ document and form part of this RFQ process:

- Attachment 1 – General Conditions of Contract (separately attached);
- Attachment 2 – Price Schedule (see below);
- Attachment 3 – Collection Maps (see below).

### **ATTACHMENT 1 – GENERAL CONDITIONS OF CONTRACT**

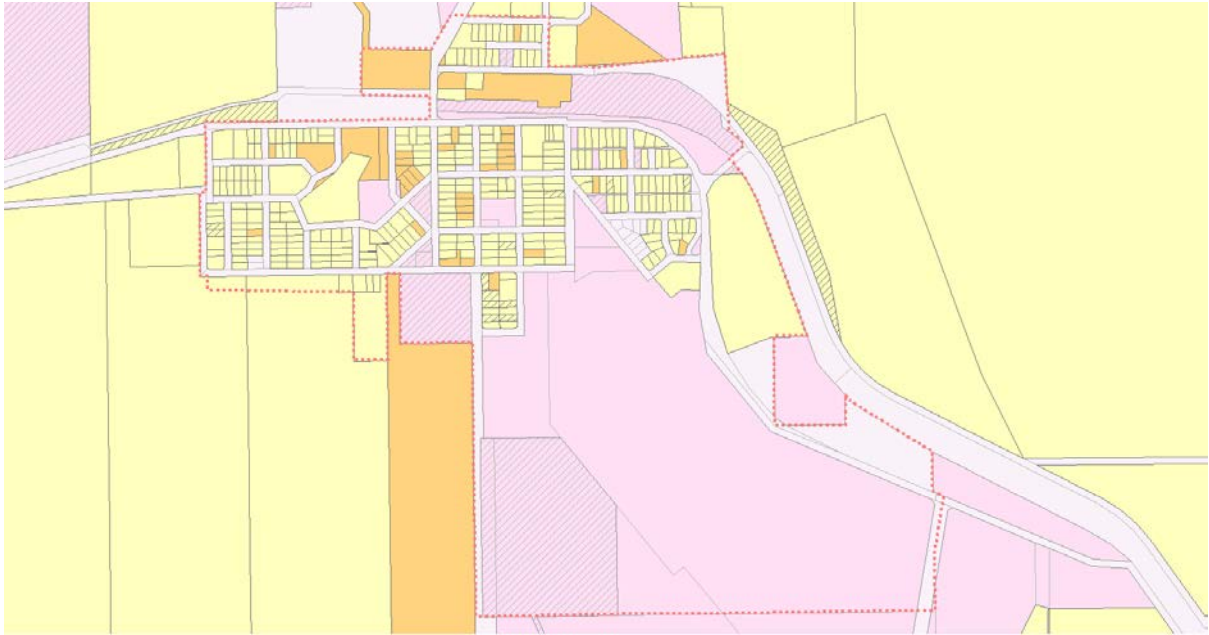
**(See document attached)**

## ATTACHMENT 2 – PRICE SCHEDULE

SHIRE OF MINGENew SUPPLY OF WASTE DISPOSAL REQUEST FOR QUOTATION (COLLECTION SERVICE) CONTRACT PRICE SCHEDULE					
Item	Service Category	Description	Estimated Quantity	Collection Frequency	3 Year Initial Term + 2 Year Option  Unit Rate (Ex GST)
1	Mingenew Residential and Commercial Collection	240lt	211	weekly	
2	Mingenew Town-site Caravan Park, Sports Ground, Hall, Office and Parks, Street Collection	240/120lt	21	weekly	
3	Mingenew Commercial Collection	1.5m <sup>3</sup> Bulk Bin	Nil presently	Weekly price option	
				fortnightly	
4	Mingenew Commercial Collection	3m <sup>3</sup> Bulk Bin	2	Weekly price option	
				fortnightly	
5	Mingenew Commercial Collection Service	4.5m <sup>3</sup> Bulk Bin	Nil Presently	Weekly price option	
				fortnightly	
6	External to MingeneW Townsite – (1) Drover's Rest (Mingenew-Morawa/ MingeneW-Mullewa Rd intersection); (2) Enanty Barn (Mullewa Road); (3) Depot Hill (Depot Hill Road); (4) Yandanooka Townsite.	Domestic 240lt Collection	8 (approx.)	weekly	
7	Bin Hire	1.5m <sup>3</sup> Bulk Bin	n/a	weekly	
8	Bin Hire	3m <sup>3</sup> Bulk Bin	n/a	weekly	
9	Bin Hire	4.5m <sup>3</sup> Bulk Bin	n/a	weekly	
10	Mingenew Transfer Station	3m <sup>3</sup> Bulk Bins	/bin (up to 12)*	fortnight	
11	Replacement (only) of 120/240lt Bins	/bin		As Required	
12	Tipping Fee*	Rate/tonne as charged	Approx. 3t/week		Rate/tonne as charged

\* Approximately 3.5tonnes per week removed.

### **ATTACHMENT 3 – COLLECTION MAP (Mingenew Townsite)\***



\*Indicative plan of town-site collection areas of Mingenev. Note that as per Attachment 2, a small number of other collection points exist outside of these geographic areas.





# **Shire of Mingenew**

## **GENERAL CONDITIONS OF CONTRACT**

### **FOR THE UNDERTAKING OF A WASTE COLLECTION AND DISPOSAL SERVICES**

# TABLE OF CONTENTS

OPERATIVE PART .....	5
1 DEFINITIONS	5
2 INTERPRETATION	15
3 BUSINESS DAYS	15
4 SCHEDULES THAT FORM PART OF THE CONTRACT	15
5 ORDER OF PRECEDENCE	15
6 SEVERABILITY	16
7 NOTICES	16
8 CONTRACTOR TO HAVE INFORMED ITSELF	16
9 COMPLYING WITH LEGAL REQUIREMENTS	17
10 SAFETY OBLIGATIONS	17
11 ENVIRONMENTAL MANAGEMENT	18
12 CONTRACTOR'S PERSONNEL	19
13 ASSIGNMENT AND SUBCONTRACTING	20
14 INDEMNITY	20
15 INTELLECTUAL PROPERTY RIGHTS	20
16 ORDERS	21
17 QUALITY OF GOODS	22
18 QUALITY OF SERVICES	22
19 SUPPLY OF GOODS AND SERVICES	23
20 PLANT AND EQUIPMENT	23
21 RECORDS, REPORTING AND AUDITS	23
22 REPRESENTATIVES	24
23 VARIATION	24
24 SUSPENDING THE CONTRACT	25
25 STEP-IN	26
26 WARRANTIES	27
27 VARIATION TO CONTRACT TERMS	27
28 PRICE BASIS	27
29 INVOICING AND PAYMENT	27
30 KEY PERFORMANCE INDICATORS	28
31 CONFIDENTIAL INFORMATION AND PUBLICITY	28
32 GOODS AND SERVICES TAX	29
33 CONSEQUENTIAL LOSS	29
34 LIMITS ON LIABILITY	30
35 FORCE MAJEURE EVENT	30
36 SETTLEMENT OF DISPUTES	30
37 TERMINATION OF CONTRACT	31
38 WAIVERS AND AMENDMENTS	32
39 ENTIRE AGREEMENT	32

40	RIGHTS AND REMEDIES	32
41	CONSENTS	32
42	INSURANCE	33
43	INDUSTRIAL AWARDS	35
44	GOVERNING LAW	35
45	PROPORTIONATE LIABILITY	36
46	PERSONAL PROPERTY SECURITIES ACT	36
47	APPLICATION OF THE CONTRACT	37
48	RESTRUCTURE OF THE PRINCIPAL	37
49	FAILURE TO PROVIDE GOODS AND PERFORM SERVICES	37
50	DELIVERY OF WASTE TO A FACILITY	37
51	COMMUNITY ENGAGEMENT	38
52	CALL CENTRE	38
<b>Schedule 1 – General Contract Specifics .....</b>		<b>39</b>
<b>Schedule 3 – Bin Services.....</b>		<b>45</b>
2	APPLICATION OF THIS SCHEDULE	45
3	SERIAL NUMBERS	45
4	RETRIEVAL AND REPLACEMENT	45
5	AFFIXATION OF NOTICES	45
<b>Schedule 4 – Collection Services .....</b>		<b>46</b>
1	APPLICATION OF THIS SCHEDULE	46
2	COLLECTION SERVICES	46
3	TIME AND FREQUENCY FOR COLLECTION SERVICES	46
4	COLLECTION SCHEDULE	46
5	COLLECTION OF WASTE	47
6	COLLECTION VEHICLES	48
7	DELIVERY OF WASTE TO THE FACILITY	49
8	ADDITIONAL REPORTING	49
9	COMPLAINTS	50
10	NOTIFICATIONS	50
11	PROMOTIONAL MATERIAL	50
12	ADVERTISING	50
13	WASTE LEVY	51
14	TITLE TO BINS	51
<b>Schedule 5 – Landfill Management Services and Transfer Station Services .....</b>		<b>53</b>
<b>Schedule 6 – Recyclables Sorting Services and Green Waste Processing Services .....</b>		<b>54</b>
Not used (Recyclables Sorting Services and Green Waste Processing Services responsibilities reside with the Principal).		54
Not used (Recyclables Sorting Services and Green Waste Processing Services responsibilities reside with the Principal).		54
<b>Schedule 7 – Standards and Procedures .....</b>		<b>54</b>
<b>Schedule 8 – KPIs .....</b>		<b>55</b>

**Schedule 9 – Collection Area\*** ..... 56

**Schedule 10 – Specification** ..... 57

**Schedule 11 – Contract Price Schedule**..... 59

Schedule 12 – Variation Form..... 61

Schedule 13 – System and Plan Requirements..... 62

DATE – 17 July, 2019

## PARTIES

**Shire of Mingenew of 21 Victoria Street, Mingenew, WA, 6522 [ABN# 41 454 990 790]**  
(‘Principal’); and

**Cleanaway Operations Pty Ltd of Level 4, 441, St Kilda Road, Melbourne VIC 3004 [ABN# 40 010 745 383] (‘Contractor’).**

## BACKGROUND

- (a) The Principal wishes to engage the Contractor for the supply of Goods and/or Services set out in Item 1 of the General Contract Specifics.
- (b) The Contractor has agreed to supply the Goods and/or Services to the Principal on the terms of the Contract.

The Parties agree as follows:

## OPERATIVE PART

### 1 DEFINITIONS

- 1.1 In the Contract, defined terms have the meaning set out below (except where the context otherwise requires):

‘**Acceptance**’ has the meaning given in Schedule 2.

‘**Approval**’ means any certificate, licence, consent, permit, approval, authority or requirement of any Legal Requirement or any organisation having jurisdiction in connection with the provision of the Goods and/or Services.

‘**Approved Purpose**’ means the performance by the Contractor of:

- (a) the Landfill Management Services in respect of the Landfill Facility; and/or
  - (b) the Transfer Station Services in respect of the Transfer Station,
- and for no other purpose.

‘**Australian Statistician**’ means the person appointed as Australian Statistician under the *Australian Bureau of Statistics Act 1975* (Cth) (and acting in that capacity).

‘**Authority**’ means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

‘**Bin Services**’ means a service for the provision, delivery, repair and maintenance of Bins for the Term, as further described in the Bin Services Specification.

‘**Bin Services Specification**’ means the technical specification for provision of Bin Services (if any) described in Schedule 10.

‘**Bins**’ means all of the bins or receptacles supplied by the Principal or the Contractor (as the case may be) under the Contract (if any) and, if Goods form part of the Contract, all of the Goods.

‘**Bulk Waste**’ means Household Junk or Green Waste (or both).

‘**Business Days**’ means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**'Carbon Scheme'** means any requirement imposed by Law or any Authority relating to greenhouse gas emissions, including:

- (a) the *Clean Energy Act 2011* (Cth) and 17 related Acts passed by the Senate on 8 November 2011;
- (b) the *National Greenhouse and Energy Reporting Act 2007* (Cth); and
- (c) any other any Law relevant or related to the operation of the carbon price mechanism under the *Clean Energy Act 2011* (Cth).

**'Clause'** means a clause of this document (including the Included Schedules).

**'Collected Material'** means Waste collected in the course of the Collection Services.

**'Collection Area'** means the area (if any) nominated as such in Item 3 of the Collection Contract Specifics and Schedule 9.

**'Collection Contract Specifics'** means the contract information identified as such in Attachment 1 of Schedule 4.

**'Collection Day'** means Monday to Friday excluding Christmas Day, New Year's Day and Good Friday.

**'Collection Schedule'** means the schedule for the provision of Collection Services as determined by the parties in accordance with Clause 4 of Schedule 4.

**'Collection Services'** mean the collection of Waste described in Item 1 of the Collection Contract Specifics as further described in the Collection Services Specification.

**'Collection Services Specification'** means the specification for the Collection Services described in Schedule 10 (if any).

**'Collection Vehicle'** means a vehicle used by the Contractor to perform the Collection Services.

**'Confidential Information'** means all of the Principal's information which:

- (a) is disclosed or otherwise made available, or acquired directly or indirectly by the Contractor at any time;
- (b) relates to the Principal's or any Local Government's past, existing or future business, strategic plans or operations, finances or customers (including any information that is derived from such information); and
- (c) is in oral or visual form, or is recorded or stored in a Document,

and includes the Contract, but does not include information which:

- (d) is or becomes generally and publicly available other than as a result of a breach of the Contract;
- (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

**'Consequential Loss'** means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

**'Consumer Price Index'** means the index published by the Australian Bureau of Statistics for Western Australia or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

**'Contamination'** means any event that arises in connection with the Services which has resulted in or has the potential to result in land, water or a site being "contaminated" (as that term is defined in the *Contaminated Sites Act 2003* (WA)).

**'Contract Price'** means the prices or rates specified as such in Item 18 of the General Contract Specifics (Schedule 1) but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

**'Contract Specifics'** means the:

- (a) General Contract Specifics;
- (b) Goods Contract Specifics;
- (c) Collection Contract Specifics;
- (d) Landfill Management and Transfer Station Contract Specifics; and
- (e) Recyclables Sorting and Green Waste Processing Contract Specifics,

to the extent that they form part of the Contract.

**'Contractor Maximum Liability Amount'** means the amount specified as such set out in Item 21 of the General Contract Specifics (Schedule 1).

**'Contractor's Personnel'** means any and all personnel engaged by the Contractor or a related body corporate, including its directors, officers, employees, agents, representatives, Subcontractors and any director, officer, employee, agent or representative of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

**'Contractor's Property'** means all fixtures, fittings and any Plant and Equipment or other property that is not Principal Supplied Plant and Equipment or is not otherwise owned by the Principal and which the Contractor constructs on, or fixes to, the Licensed Area or brings on to the Licensed Area.

**'Contractor's Representative'** is the person named as such in Item 16 of the General Contract Specifics or any replacement person notified to the Principal.

**'Date for Delivery'** means the date or dates the Goods are to be delivered to the Delivery Point in full as set out in the Goods Contract Specifics (Attachment 1).

**'Deduction'** has the meaning given in Clause 30.1.

**'Defective Goods'** means Goods of an inferior quality or which are otherwise inconsistent with the Contract.

**'Defects Liability Period'** has the meaning given in the Goods Contract Specifics (Attachment 1).

**'Delivered Material'** means:

- (a) if the Contractor is providing Collection Services, Collected Material; or
- (b) if the Contractor is not providing Collection Services, waste delivered by the Principal's waste collection service provider, the Principal or third parties (including members of the public) to the relevant Facility or the Contractor if the Contractor is providing Transfer Station Services.

**'Delivery Point'** means the:

- (a) Residential (and selected Commercial, Industrial, or "Town-site" Rural) Tenements; or
- (b) other place nominated by the Principal's Representative in accordance with Clause 3.1(b) of Schedule 4,

as may be updated by the Principal during the Term.

**'Dispute'** means any dispute or difference between the Parties arising in connection with the subject matter of the Contract.

**‘Document’** includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

**‘End Date’** has the meaning given in Item 10 of the General Contract Specifics.

**‘EMP’** has the meaning given to that term in Clause 11.3(c).

**‘EMS’** has the meaning given to that term in Clause 11.3(d).

**‘Environment’** has the same meaning as given in the *Environmental Protection Act 1986* (WA).

**‘Environmental Incident’** means any event that arises in connection with the Services which has resulted or results in any actual or potential adverse impact on the Environment.

**‘Excluded Waste’** means any waste that the Landfill Facility, the Transfer Station, the Recyclables Facility or the Green Waste Facility (as the case may be) is not licensed to accept by Law.

**‘Extended Period’** means the period specified as such in Item 11 of the General Contract Specifics.

**‘Facility’** means the Landfill Facility, Transfer Station, Recyclables Facility or Green Waste Facility (as applicable) and **‘Facilities’** means two (2) or more of these.

**‘Facility Operator’** means the operator of the relevant Facility.

**‘Force Majeure Event’** means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected Party and which prevents that Party from discharging an obligation under the Contract, which, in the case of the Contractor, is critical to the Contractor delivering the Goods or providing the Services (or both, as may be applicable) in accordance with the Contract:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor’s premises and has not been caused by the Contractor; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of the Contract,

but is not an event which arises from any of the following:

- (d) a breach of a contract, including the Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under the Contract;
- (f) an occurrence that is a risk assumed by the Contractor under the Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required under the Contract; or
- (h) wet or inclement weather.

**‘Framework Agreement’** means a Contract for Collection Services or Bin Services (or both) designated as a ‘Framework Agreement’ in Item 7 of the General Contract Specifics.

**‘General Contract Specifics’** means the contract information contained in Schedule 1.



**‘Good Industry Practice’** means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from a reputable and prudent contractor in performing work similar to the relevant Services and under conditions comparable to those applicable to the Contract; and
- (b) compliance with applicable standards and codes, being the standards and codes specified in the Contract or, if the Contract does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied by a principal in the circumstances.

**‘Goods’** means the goods specified as such in Item 12 of the General Contract Specifics (including any part of the goods so identified and particularised).

**‘Goods and/or Services’** means all of the Goods (if any) and all of the Services (if any) specified in Items 12 and 13 of the General Contract Specifics.

**‘Goods Contract Specifics’** means the contract information identified as such in Attachment 1 of **Schedule 2**.

**‘Goods Specification’** means the technical specification for the Goods (if any) described in Schedule 10.

**‘Green Waste’** means:

- (c) for the purposes of the Collection Services, if that service applies, garden waste and any other materials identified as such in Item 6 of the Collection Contract Specifics; and
- (d) for the purposes of the Green Waste Processing Services, if that service applies, garden waste and any other materials identified as such in the Recyclables Sorting and Green Waste Contract Specifics.

**‘Green Waste Facility’** means:

- (a) if Green Waste Processing Services do not form part of the Contract, the resource recovery facility to which the Contractor must deliver Green Waste as may be directed by the Principal from time to time; or
- (b) if Green Waste Processing Services form part of the Contract, the resource recovery facility owned and operated by the Contractor at which the Green Waste Processing Services are performed.

**‘Green Waste Processing Services’** means the processing of Green Waste and derivation of products from Green Waste, as may be further described in the Green Waste Processing Specification.

**‘Green Waste Processing Specification’** means the technical specification for the Green Waste Processing Services described in Schedule 10.

**‘GST’** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**‘GST Law’** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax and includes any subordinate legislation in respect of these Acts.

**‘Household Junk’** means electrical goods and white goods and other items identified as such in Item 7 of the Collection Contract Specifics.

**‘Included Schedules’** means:

- (a) if Goods form part of the Contract, **Schedule 2**;
- (b) if Bin Services form part of the Contract, **Schedule 2** and Schedule 3;
- (c) if Collection Services form part of the Contract, Schedule 4;
- (d) if Landfill Management Services or Transfer Station Services (or both) form part of the Contract, **Schedule 5**; and if Recyclables Sorting Services or Green Waste Processing Services (or both) form part of the Contract, **Schedule 6**
- (e) **Schedule 6.**

**‘Initial Term’** means the term specified as such in Item 8 of the General Contract Specifics.

**‘Insolvency Event’** means the happening of any one of the following events with respect to the Contractor:

- (a) the Contractor goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal five Business Days prior written notice of such reconstruction or amalgamation);
- (b) the Contractor is otherwise dissolved;
- (c) a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed;
- (d) if the Contractor enters into any composition or scheme of arrangement with its creditors;
- (e) if an inspector or like official is appointed to examine the affairs of the Contractor; or
- (f) the Contractor enters into voluntary or other external administration.

**‘Insurance’** means the insurances which the Contractor is required to obtain under Clause 42 and Items 24, 25, 27 and 29 of the General Contract Specifics.

**‘Insurance End Date’** means the date set out in Items 23, 26 and 28 of the General Contract Specifics as an Insurance End Date for a specific Insurance.

**‘Intellectual Property Right’** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder’s rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

**‘Invoice’** means an invoice which meets all the requirements of a valid tax invoice for GST purposes under the GST Law.

**‘Item’** means an Item specified in the Contract Specifics.

**‘Key Performance Indicators’** or **‘KPIs’** means the key performance indicators (if any) described in Schedule 8.

**‘Landfill Facility’** means:

- (a) if Landfill Management Services do not form part of the Contract, the landfill facility to which the Contractor must deliver Delivered Material or Residue (or both) as may be directed by the Principal from time to time; or
- (b) if Landfill Management Services form part of the Contract, the landfill facility identified in Landfill Management and Transfer Station Contract Specifics owned by the Principal that the Contractor must operate and manage.

**‘Landfill Management and Transfer Station Contract Specifics’** means the contract information identified as such in Attachment 1 of **Schedule 5**.

**‘Landfill Management Services’** means the landfill waste management services performed at the Landfill Facility, as further described in the Landfill Management Specification.

**‘Landfill Management Specification’** means the technical specification for the Landfill Management Services described in Schedule 10.

**‘Law’** means:

- (a) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of Western Australia and any Local Government (including the Principal); and
- (b) any common or equitable law.

**‘Legal Requirement’** means:

- (a) Laws;
- (b) Approvals; and
- (c) fees and charges payable in connection with the foregoing.

**‘Licence’** means the licence granted by the Principal to the Contractor.

**‘Licenced Area’** means:

- (a) the Landfill Facility;
- (b) the Transfer Station; or
- (c) if the Principal is the registered proprietor of the Landfill Facility and the Transfer Station, both of those areas.

**‘Local Government’** means any local government established under the *Local Government Act 1995* (WA) other than the Principal.

**‘Loss’** means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

**‘Main Roads’** has the meaning given to it in the *Main Roads Act 1930* (WA) or as otherwise described in the Collection Contract Specifics.

**‘Maximum Capacity’** means the maximum capacity of the Landfill Facility permitted by Law.

**‘Maximum Compaction Rate’** means the maximum compaction rate specified in the Recyclables Sorting and Green Waste Processing Contract Specifics.

**‘Maximum Tonnage’** means the maximum volume of Delivered Material that the Transfer Station, Recyclables Facility or Green Waste Facility (as the case may be) can accept in the course of one day, as described in the Landfill Management and Transfer Station Contract Specifics or the Recyclables Sorting and Green Waste Processing Contract Specifics (whichever relevant).

**‘OH&S Management System’** means an occupational health and safety management system to identify hazards in respect of health and safety, assess risks associated with those hazards and implement measures to eliminate or mitigate those risks that meets the requirements (if any) set out in Schedule 13.

**‘Opening Hours’** means:

- (a) with respect to Collection Services, the hours that the Landfill Facility, Transfer Station, Recyclables Facility or Green Waste Facility (as the case may be) will accept Collected Waste and Delivered Material as set out in Item 12 of the Collection Contract Specifics; and
- (b) with respect to Landfill Management Services or Transfer Station Services (as the case may be), the hours that the Landfill Facility or Transfer Station (as the case may be) must accept Collected Waste and Delivered Material as set out in the Landfill Management and Transfer Station Contract Specifics.

**‘Operational Plan’** means the plan of that name setting out the day to day operation and management of the relevant Services and prepared by the Contractor in accordance with the requirements (if any) set out in Schedule 13.

**‘Order’** means a purchase order from the Principal to the Contractor which requires the supply of specific Goods and/or Services under the Contract if the Contract is a Framework Agreement.

**‘Over-compaction Charge’** means the charge specified as such in the Recyclables Sorting and Green Waste Processing Contract Specifics.

**‘Party’** means the Principal or the Contractor (or both) (as the context requires), and **‘Parties’** means both of them.

**‘Plant and Equipment’** means all materials, plant, equipment, tools, vehicles and machinery necessary and incidental to the performance of the Contractor’s obligations under the Contract, including Collection Vehicles.

**‘PPS Law’** means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

**‘PPSA’** means the *Personal Property Securities Act 2009* (Cth).

**‘Principal Maximum Liability Amount’** means the amount specified as such in Item 22 of the General Contract Specifics.

**‘Principal Supplied Plant and Equipment’** means Plant and Equipment which the Principal states in Item 14 of the General Contract Specifics it will supply for the Contractor’s use for providing the Services.

**‘Principal’s Personnel’** means directors, employees, agents, contractors or subcontractors of the Principal but does not include the Contractor or the Contractor’s Personnel.

**‘Principal’s Representative’** is the person named as such in Item 15 of the General Contract Specifics or any replacement person notified to the Contractor.

**‘Professional Contractor’** means a contractor with skill and experience in, and the expertise and resources necessary to complete the provision of goods the same as or of a similar nature to the Goods and the performance of services the same as or of a similar nature to the Services.

**‘Quality System’** means the quality control system operated by the Contractor for the provision of the relevant Services that meets the requirements (if any) set out in Schedule 13.

**‘Recyclables’** means:

- (a) for the purposes of the Collection Services, if that services applies, paper, glass, cans, plastics and any other item identified as such in Item 8 of the Collection Contract Specifics; and
- (b) for the purposes of the Recyclables Sorting Services, if that service applies, paper, glass, cans, plastics and any other item identified as such in the Recyclables Sorting and Green Waste Processing Contract Specifics.

**‘Recyclables Facility’** means:

- (a) if Recyclables Sorting Services do not form part of the Contract, the resource recovery facility to which the Contractor must deliver Recyclables as may be directed by the Principal from time to time; or
- (b) if Recyclables Sorting Services form part of the Contract, the resource recovery facility owned and operated by the Contractor at which the Recyclables Sorting Services are performed.

**‘Recyclables Sorting and Green Waste Processing Contract Specifics’** means the contract information identified as such in Attachment 1 of Schedule 6.

**‘Recyclables Sorting Services’** means the separation of Recyclables from Residue in the Delivered Material and the sorting of Recyclables, ready for distribution to recyclable markets, as further described in the Recyclables Sorting Specification.

**‘Recyclables Sorting Specification’** means the technical specification for the Recyclables Sorting Services described in Schedule 10.

**‘Representative’** means the Principal’s Representative or the Contractor’s Representative.

**‘Residential Tenement’** means a Tenement which is used for residential purposes.

**‘Residue’** means any Delivered Material which is not:

- (a) a Recyclable (if Recyclables Sorting Services or Transfer Station Services apply (or both); or
- (b) Green Waste (if Green Waste Processing Services apply).

**‘Review Date’** means each 12 month anniversary of the execution of the Contract.

**‘Schedule of Rates’** means the contract price schedule described in Schedule 11.

**‘Services’** means the services identified in Item 13 of the General Contract Specifics which may include:

- (a) Bin Services;
- (b) Collection Services;
- (c) Landfill Management Services;
- (d) Transfer Station Services,
- (e) Recyclables Sorting Services; and
- (f) Green Waste Processing Services,

and includes any part of the services so identified and particularised and any ancillary services required to perform the Services listed in paragraphs (a) to (f).

**‘Specification’** means each of the technical specifications set out in Schedule 10 for each of the Goods and/or Services identified in Items 12 and 13 of the General Contract Specifics.

**‘Standards and Procedures’** means the documents listed

**Schedule 7** and any other guidelines, rules, requirements or site specific conditions which the Principal makes available to the Contractor from time to time.

**‘Start Date’** has the meaning given in Item 9 of the General Contract Specifics.

**‘State of Emergency’** has the meaning given in Clause 49.

**‘Step-In Event’** has the meaning given in Clause 25.2.

**‘Subcontractor’** means any person engaged by the Contractor in connection with the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors.

**‘Tax’** means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST or stamp duty.

**‘Tender’** has the meaning given to it in the Waste Panel Contract.

**‘Tenement’** means:

- (a) a building; or
- (b) part of a building,

within the Collection Area, which is separately assessed for rating purposes by the Principal.

**‘Term’** means the period of time between (and including) the Start Date and continuing for the Initial Term, and if applicable the Extended Period, unless terminated earlier.

**‘Transfer Station’** means the transfer station identified in the Landfill Management and Transfer Station Contract Specifics.

**‘Transfer Station Services’** means the management and operation of the Transfer Station and sorting of Delivered Material, as further described in the Transfer Station Specification.

**‘Transfer Station Specification’** means the technical specification for the Transfer Station Services described in Schedule 10.

**‘Variation’** means any change to the Goods and/or Services, including any addition to, reduction in, omission from or change in the character, quantity or quality of the Goods and/or Services.

**‘Variation Form’** means a written notice substantially in the form set out in Schedule 12 under which the Principal has directed a Variation in accordance with Clause 23.

**‘Waste’** means the waste to be collected by the Contractor as part of the Collection Services, as set out in the relevant Specification, which may include:

- (a) municipal solid waste;
- (b) commercial waste;
- (c) Green Waste;
- (d) Recyclables; and
- (e) Bulk Waste.

**‘Waste Panel Contract’** means the contract between the Western Australian Local Government Association and the Contractor in respect of the inclusion of the Contractor on a panel for the provision of Goods and/or Services to local governments.

**‘Wilful Misconduct’** means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of the Contract.

## 2 INTERPRETATION

In the Contract (unless the context otherwise requires):

- (a) a reference to the Contract means the Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to a clause, annexure, attachment or schedule is a reference to a clause, annexure, attachment or schedule to the Contract;
- (h) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (i) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, a calendar month, a calendar quarter or a calendar year;
- (j) headings are for convenience only and do not affect interpretation of the Contract;
- (k) a promise on the part of two or more persons binds them jointly and severally; and
- (l) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

## 3 BUSINESS DAYS

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## 4 SCHEDULES THAT FORM PART OF THE CONTRACT

- (a) Schedules 2 to 6 form part of the Contract to the extent that the relevant schedule is an Included Schedule.
- (b) Schedule 1 and Schedules 7 to 13 form part of the Contract.

## 5 ORDER OF PRECEDENCE

To the extent of any inconsistency between the several parts of the Contract, the following parts are listed in order of precedence:

- (a) the Contract Specifics;
- (b) Clauses 1 to 52 and the Included Schedules;
- (c) any other schedules, attachments or annexures to the Contract; and

- (d) any Order.

## **6 SEVERABILITY**

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; and
- (b) severed from the Contract to the extent of the invalidity or unenforceability, and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

## **7 NOTICES**

7.1 Any notice or other communication under the Contract shall be in legible writing, in English and signed and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the recipient specified in the Contract or at such other address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified address;
- (b) facsimile transmission to the facsimile number of the recipient specified in the Contract or at such other number as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified number; or
- (c) email to the email address of the recipient specified in the Contract or at such other email address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified email address.

7.2 Any notice or other communication to or by a Party is regarded as being given by the sender and received by the addressee:

- (a) if by delivery in person, when delivered to the address of the recipient;
- (b) if by post, six Business Days from and including the date of postage;
- (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.

7.3 In this Clause 7, reference to a recipient includes a reference to a recipient's officers, agents or employees.

7.4 A notice or other communication must not be given by electronic means of communication (other than facsimile and email as permitted in Clause 7.1).

7.5 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

## **8 CONTRACTOR TO HAVE INFORMED ITSELF**

8.1 The Contractor shall be deemed to have:

- (a) examined carefully the Contract and any other information made available by the Principal to the Contractor in connection with the Contract (whether before or after the date of the Contract);



- (b) examined the Delivery Points, the Collection Area and Facilities (as applicable) and surroundings thereof (if applicable);
  - (c) examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the performance of its obligations under the Contract;
  - (d) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract; and
  - (e) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.
- 8.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause 8 will not relieve the Contractor of its obligation to perform and complete the Contract in accordance with the Contract.

## 9 COMPLYING WITH LEGAL REQUIREMENTS

- 9.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of the Contract.
- 9.2 Without limiting in any way the generality of the foregoing or Clause 10, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* (WA) and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to the Contract.
- 9.3 If a Legal Requirement is at variance with a term of the Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or Services and/or the way in which they must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

## 10 SAFETY OBLIGATIONS

- 10.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety, including by ensuring that the Contractor's Personnel behave in a safe manner.
- 10.2 The Contractor must supply or arrange to be supplied (at its own cost) all things necessary to ensure the Services are carried out and the Goods are provided in a manner that is safe and without risks to health.
- 10.3 The Contractor must ensure that the Services are performed and the Goods are provided in a manner that is safe and without risks to any person.
- 10.4 Except as otherwise provided in the General Contract Specifics, the Contractor must:
- (a) prepare, establish, implement and maintain an OH&S Management System that is compliant with all Legal Requirements applicable to work health and safety;
  - (b) ensure that the Contractor's Personnel are familiar with the OH&S Management System; and
  - (c) ensure that the provision of the Goods and/or Services is in accordance with the requirements of the OH&S Management System.
- 10.5 The Contractor must:

- (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident or incident which is notifiable to an Authority under any Legal Requirement which:
    - (i) occurs during the provision of the Goods and/or Services; or
    - (ii) is associated with the Goods and/or Services; and
  - (b) provide the Principal with any further information when requested by the Principal.
- 10.6 In performing its obligations under the Contract, the Contractor must ensure the health, safety and welfare of any person that might be exposed to a risk to their health and safety associated with the Goods and/or Services, including:
  - (a) if Collection Services form part of the Contract, the following people when they are on, or immediately adjacent to any Collection Vehicle:
    - (i) the Principal and the Principal's Personnel;
    - (ii) the Contractor's Personnel; and
    - (iii) if the Contractor is not the Facility Operator, the Facility Operator and the Facility Operator's personnel; and
    - (iv) the public; and
  - (b) if Collection Services, Landfill Management Services, Transfer Station Services, Recyclables Processing Services or Green Waste Processing Services (as the case may be) form part of the Contract, the following people when they are on, or immediately adjacent to a Facility:
    - (i) the Principal and the Principal's Personnel;
    - (ii) the Contractor's Personnel; and
    - (iii) if the Contractor is the Facility Operator of that Facility, the public.
- 10.7 The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to the Contract or the Goods and/or Services.
- 10.8 The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 10.
- 10.9 If the Principal observes or becomes aware of a condition that breaches this Clause 10, the Principal or the Principal's Representative may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor's method of work in order to avoid that condition arising.
- 10.10 The Contractor acknowledges and agrees that any direction given by the Principal or the Principal's Representative under Clause 10.8 or 10.9 does not relieve the Contractor from complying with its obligations under this Clause 10.

## 11 ENVIRONMENTAL MANAGEMENT

- 11.1 The Contractor must ensure that in providing each of the relevant Services, it:
  - (a) does not cause or contribute to an Environmental Incident or Contamination;
  - (b) complies with all Legal Requirements concerning the Environment;
  - (c) minimises any impact on the Environment;
  - (d) immediately notifies the Principal of, and remedies as soon as practicable:
    - (i) any non-compliance with the requirements of any Legal Requirements concerning the Environment;
    - (ii) any Environmental Incident or Contamination; or

- (iii) the receipt of any notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.
- 11.2 The Contractor is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.
- 11.3 The Contractor must:
  - (a) except as otherwise provided in the Contract, obtain, maintain and comply with all Approvals required under any Laws governing environmental controls for the carrying out of the Services (at its own cost);
  - (b) operate all Plant and Equipment in compliance with the *Environmental Protection (Noise) Regulations 1997* (WA);
  - (c) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management System ('**EMS**') certified as complying with the requirements of AS/NZS ISO 14001 and any further requirements set out in Schedule 13;
  - (d) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management Plan for each of the relevant Services ('**EMP**') that meets the requirements (if any) set out in Schedule 13;
  - (e) provide the EMP (if any) to the Principal's Representative for approval at least 21 days prior to the Start Date; and
  - (f) undertake the Services in accordance with the EMS and EMP (if any) referred to in Clause 11.3(c) to 11.3(d).
- 11.4 The Contractor must ensure that, if it is the Facility Operator, the relevant Facility is:
  - (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Facility and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
  - (b) operated in accordance with the Operational Plan, the OH&S Management System, the EMP, the EMS and the Quality System (whichever applicable according to the General Contract Specifics); and
  - (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Contractor is required to conduct under the Contract.

## 12 CONTRACTOR'S PERSONNEL

- 12.1 The Contractor must ensure that the Contractor's Personnel:
  - (a) conduct themselves towards members of the public in a civil and inoffensive manner;
  - (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Services or delivery of the Goods;
  - (c) perform the Services and deliver the Goods in a careful and clean manner and with as little noise and disturbance as is practicable;
  - (d) do not cause any damage to any property;
  - (e) obey all relevant Legal Requirements; and
  - (f) drive on the correct side of any road and avoid the obstruction of traffic when performing the Services or delivering the Goods.
- 12.2 The Contractor must ensure that the Contractor's Personnel:
  - (a) do not consume any alcoholic beverage or take any illegal substance;

- (b) do not have a blood alcohol reading in excess of the legal limit; and
  - (c) are not under the influence of any drug which could impede his or her ability to safely or efficiently perform the Service or deliver the Goods,
- while performing the Services, delivering the Goods or any related activities.

## **13 ASSIGNMENT AND SUBCONTRACTING**

13.1 The Contractor shall not:

- (a) assign the Contract, or any part thereof or any payment thereunder; or
- (b) subcontract the whole or any part of the Contract,

without the Principal's prior written approval (not to be unreasonably withheld or delayed). The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under the Contract.

13.2 The Principal may, without the Contractor's consent, assign or novate the Contract or assign any payment or any other right, benefit or interest under the Contract to another local government.

## **14 INDEMNITY**

14.1 The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:

- (a) any breach of any warranty or any of the other terms and conditions of the Contract by the Contractor or the Contractor's Personnel;
- (b) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel;
- (c) any claim made by a third party (including Facility Operators) against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel; and
- (d) any act or omission of the Contractor or the Contractor's Personnel that causes the Contractor to breach:
  - (i) any Legal Requirement in respect of work health and safety; or
  - (ii) any of its obligations under Clause 10,

except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.

14.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 14.

## **15 INTELLECTUAL PROPERTY RIGHTS**

- (a) The Contractor warrants that the Goods and/or Services and any documents or methods of working provided by the Contractor do not infringe any Intellectual Property Right.
- (b) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (c) All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

- (d) Except as otherwise provided in the Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Goods and/or Services and any documentation provided by the Contractor pursuant to the Contract vests in and shall remain vested in the Contractor.
- (e) Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (f) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Goods and/or Services and any documentation provided pursuant to the Contract.
- (g) The Principal grants to the Contractor a royalty free and non-transferrable licence to use the Principal's trade mark provided to the Contractor for the purposes of identification of Collection Vehicles when they are used to provide the Services and marketing the Goods and/or Services for the Term. The Principal may revoke the licence granted under this Clause at any time, upon written notice to the Contractor.

## 16 ORDERS

16.1 If the Contract is a Framework Agreement, this Clause 16 applies.

16.2 The Principal:

- (a) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
- (b) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.

16.3 Within five Business Days after receipt of an Order the Contractor must give notice to the Principal if it:

- (a) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
- (b) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.

16.4 If the Contractor:

- (a) gives notice under Clause 16.3, the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with the Contract; or
- (b) does not give notice pursuant to Clause 16.3 the Contractor must perform its obligations under the Order in accordance with the Contract.

16.5 If, pursuant to a notice issued under Clause 16.3, the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:

- (a) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
- (b) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.

16.6 The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.

16.7 The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods

delivered to the Delivery Points and any Services provided prior to the date the cancellation is notified to the Contractor.

## **17 QUALITY OF GOODS**

- 17.1 If the Contract requires the delivery of Goods, including as part of the Bin Service, the Contractor must ensure that all Goods supplied under the Contract:
- (a) conform to the description specified in the Contract and to samples provided (if any) by the Principal;
  - (b) where no standards are specified in the Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
  - (c) are fit for the purposes set out in, or which a Professional Contractor would reasonably infer from, the Contract;
  - (d) are properly, safely and securely stored and labelled for identification and safety; and
  - (e) are new and of merchantable quality.
- 17.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

## **18 QUALITY OF SERVICES**

- 18.1 If the Contract requires the provision of any of the Services, the Contractor must ensure that:
- (a) the Services match the description of the Services in the Contract;
  - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into the Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved the result (as the case may be);
  - (c) the Services are provided in accordance with the KPIs;
  - (d) the Services are performed with the professional skill, care and diligence expected of a Professional Contractor;
  - (e) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the standards set out in the Contract and are fit for their usual purpose and any purpose described in the Contract; and
  - (f) the Services are provided in accordance with the Principal's protocols as notified to the Contractor from time to time.
- 18.2 For each of the relevant Services, the Contractor must, except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain a Quality System.
- 18.3 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training, and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within two Business Days of request) to carry out the Services in accordance with the Contract; and
  - (b) are able to:
    - (i) perform the Services without the supervision of the Principal's Personnel; and
    - (ii) resolve any matters arising from the performance of the Services.

## **19 SUPPLY OF GOODS AND SERVICES**

- 19.1 The Contract commences on the Start Date and continues for the Initial Term.
- 19.2 The Principal may, at its discretion, extend the Contract by giving notice in writing to the Contractor before expiry of the Initial Term, for an Extended Period to commence on the day after the end of the Initial Term and ending after the period of the Extended Period has elapsed.
- 19.3 The Contractor must supply the Goods and/or Services to the Principal in accordance with the Contract during the Term.
- 19.4 The Contractor must:
- (a) obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal; and
  - (b) comply with any applicable Legal Requirements in supplying the Goods and/or Services to the Principal.
- 19.5 The Contractor must comply with all reasonable directions issued by the Principal's Representative in relation to the Goods and/or Services.
- 19.6 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.
- 19.7 If the Contractor:
- (a) delivers more Goods than the quantity specified in the Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in the Contract to the Contractor at the Contractor's sole risk and expense; or
  - (b) performs more Services than the quantity specified in the Contract, the Principal is not liable to pay for the additional quantity.

## **20 PLANT AND EQUIPMENT**

- 20.1 The Principal will supply Principal Supplied Plant and Equipment (if any) and the Contractor must supply all other things necessary to provide the Goods and/or Services, including labour and Plant and Equipment, at its expense.
- 20.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- 20.3 Principal Supplied Plant and Equipment remains the Principal's property and the Contractor may only use the Principal Supplied Plant and Equipment for the purpose of fulfilling the Contractor's obligations under the Contract.
- 20.4 The Contractor must compensate the Principal for any loss or damage to the Principal's premises or property (including the Principal Supplied Plant and Equipment) caused by the acts or omissions of the Contractor or the Contractor's Personnel.
- 20.5 The Contractor must promptly return to the Principal:
- (a) any of the Principal Supplied Plant and Equipment referred to in Clause 20.1 that it no longer requires for performance of the relevant Services; and
  - (b) all of the Principal Supplied Plant and Equipment referred to in Clause 20.1 remaining at expiry of the Term.

## **21 RECORDS, REPORTING AND AUDITS**

- 21.1 The Contractor must maintain records of:

- (a) all complaints and queries received in respect of its performance of its obligations under the Contract;
- (b) the results of any investigations made into complaints;
- (c) any accidents or other incidents where a possibility of injury to persons or property damage arose;
- (d) if delivery of Bins forms part of the Contract (including as part of the Bin Services), time and place of delivery of Bins;
- (e) Environmental Incidents;
- (f) if any of the Services form part of the Contract, its performance of each of the relevant Services, measured against the KPIs; and
- (g) any other information reasonably requested by the Principal's Representative.

21.2 The Contractor must:

- (a) deliver a report, in a format approved by the Principal's Representative, based on the records it is required to keep under Clause 21.1 to the Principal's Representative monthly, or at an alternative frequency agreed to by the Principal's Representative; and
- (b) make the records available on demand for inspection by the Principal's Representative or a person nominated by the Principal's Representative. If directed by the Principal's Representative, the Contractor must prepare a report on any issue arising from the records within a period specified by the Principal's Representative.

21.3 The Principal may audit, or engage third parties to audit, the performance of the Services at any time. The Contractor must provide any reasonable assistance requested by a member of the Principal's Personnel, or a third party engaged for this purpose by the Principal, in checking the Contractor's compliance with any of its obligations under the Contract.

## 22 REPRESENTATIVES

22.1 Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to the Contract.

22.2 The Principal's Representative may exercise all of the Principal's rights and functions under the Contract (including giving directions), except in connection with terminating the Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 36, or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.

22.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with the Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

## 23 VARIATION

23.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 23.

23.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation ('**Variation Proposal**'). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within five Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.

23.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.



- 23.4 The Variation Proposal must specify:
- (a) the effect the Contractor anticipates the proposed Variation will have on the Date for Delivery, the Contract Price and the KPIs (if any); and
  - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- 23.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 23.2, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the Date for Delivery and the KPIs (as the case may be).
- 23.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- 23.7 The Contractor acknowledges and agrees that, subject to Clause 23.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 23.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the Date for Delivery and the KPIs (as the case may be).
- 23.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 23.13.
- 23.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- 23.10 If the Parties are unable to agree on:
- (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
    - (i) if the Contract prescribes rates or prices to be applied in respect of the Goods and/or Services, those rates or prices must be used; or
    - (ii) if Clause 23.10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
  - (b) the impact of the Variation on the Date for Delivery and the KPIs (as the case may be),
- then the Principal's Representative must determine a reasonable impact and amend the relevant Date for Delivery or the KPIs (as the case may be) by notice in writing to the Contractor.
- 23.11 A Variation does not invalidate the Contract.
- 23.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under Clause 23 or elect not to direct a Variation.
- 23.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

## **24 SUSPENDING THE CONTRACT**

- 24.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend the Contract or any part of the Contract.
- 24.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under the Contract until such time that the Principal or the Principal's Representative directs that the Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under the Contract.

- 24.3 Where the suspension of the Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of the Contract. For the avoidance of doubt, such costs must not include Consequential Losses.
- 24.4 If the Principal or the Principal's Representative suspends the Contract or any part of it in accordance with Clause 24.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Date for Delivery and the End Date are extended by the period of that suspension.
- 24.5 The remedies set out in Clauses 24.3 and 24.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending the Contract.

## 25 **STEP-IN**

- 25.1 The Principal may, but is not obliged to, step in and perform the whole or part of the Services to the extent necessary to cure the Step-in Event (**'Step-in Rights'**).
- 25.2 The Principal is entitled to exercise the Step-in Rights when, in the reasonable opinion of the Principal:
- (a) an Insolvency Event has occurred in respect of the Contractor;
  - (b) the Contractor is affected by a Force Majeure Event which delays the performance of the Services for more than five Business Days;
  - (c) there is a real and immediate risk that an Approval required under the Contract will be revoked or not granted;
  - (d) there is a real and immediate risk of action being taken by a governmental agency to require the Contractor to cease operating; or
  - (e) there is a real and immediate threat to public health or public safety associated with the delivery of the Goods and/or performance of the Services,
- (each a **Step-in Event**).
- 25.3 If the Principal is entitled to exercise the Step-in Rights, then the Principal, in its discretion:
- (a) may enforce any of the contracts or arrangements to which the Contractor is a party in relation to the Services to the extent necessary to enable the Principal to undertake the actions in Clause 25.1; and
  - (b) is deemed to exercise the Step-in Rights as agent of and on behalf of the Contractor but nothing in this Clause 25.3(b) operates to require the Principal to act in the best interests of the Contractor.
- 25.4 Prior to the exercise of the Step-in Rights, the Principal must:
- (a) where there is imminent harm or danger to person, property, or the relevant Facility, give at least one day's written notice to the Contractor; or
  - (b) otherwise, give at least five Business Days' written notice to the Contractor,
- and give particulars of the circumstances giving rise to its exercise of the Step-in Rights.
- 25.5 The Principal will not be obliged to perform all or any of the Contractor's obligations under the Contract, nor will the Principal be liable for any Loss suffered by the Contractor, as a result of actions taken or omissions made by or on the Principal's behalf in the course of exercising or purporting to exercise the Step-in Rights, provided that the Principal has acted reasonably and honestly and has not acted fraudulently or with reckless disregard for the consequences of its acts or omissions.
- 25.6 The Contractor must comply with any reasonable direction of the Principal when the Principal exercises the Step-In Rights.
- 25.7 The Contractor for the duration of the Principal's exercise of the Step-in Rights:

- (a) irrevocably appoints the Principal, and such persons as are from time to time nominated by the Principal, jointly and severally as its attorney with full power and authority to take any action in the exercise of the Step-in Rights; and
- (b) must ratify and confirm whatever action an attorney appointed under Clause 25.7(a) takes in accordance with that Clause.

25.8 If the Principal has stepped-in in accordance with Clause 25.1, the Principal:

- (a) must continue to pay the Contract Price in accordance with the Contract; and
- (b) may retain, withhold, reduce or set-off from the Contract Price any costs incurred associated with the exercise of the Step-In Rights under this Clause 25.

## 26 WARRANTIES

The Contractor shall obtain all warranties specified in the Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the said warranties.

## 27 VARIATION TO CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released under any Legal Requirement, except by the express written agreement of the Principal.

## 28 PRICE BASIS

- 28.1 Unless otherwise stated in the Contract, the Contract Price shall be firm and not subject to rise and fall.
- 28.2 Unless otherwise provided in the Contract, the Contractor shall pay all packaging, freight, Taxes, insurances, and other charges whatsoever, in connection with the Contract and the Goods and/or Services including delivery of Bins to the Delivery Point and the return of Goods wrongly supplied and all packaging.
- 28.3 Unless stated otherwise in the General Contract Specifics, on each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Services in accordance with this Clause 28.3. Unless stated otherwise in the General Contract Specifics, the Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

## 29 INVOICING AND PAYMENT

- 29.1 Subject to the Contractor satisfactorily delivering the Goods or performing the Services (or both) in accordance with the Contract, the Principal must pay the Contractor the Contract Price calculated in the manner described in Item 18 of the General Contract Specifics.
- 29.2 As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties) the Contractor must provide to the Principal an Invoice for that part of the Contract Price that is payable in respect of the calendar month.
- 29.3 An Invoice must include the details set out in the General Contract Specifics.
- 29.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor and to the Contract Price contained in the Invoice being correctly calculated, the Principal must pay all Invoices that comply with Clause 29.3 within 30 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:

- (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
- (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
- (c) disputes the Invoice, in which case:
  - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
  - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.

29.5 A payment made pursuant to the Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.

29.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid the Contract.

29.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

## 30 KEY PERFORMANCE INDICATORS

30.1 The Principal will, in assessing each Invoice, determine whether the Contractor has achieved the Key Performance Indicators applicable to the Goods and/or Services the subject of the Invoice. If any applicable Key Performance Indicators have not been achieved, the Principal may deduct 20% of the amount otherwise due to the Contractor under that Invoice ('**Deduction**').

30.2 The Principal may have recourse to Deductions retained under the Contract at any time it is entitled to recover from, or be paid (or has a bona fide claim that it is entitled to recover from or be paid) an amount claimed as due under the Contract or otherwise than under the Contract.

30.3 Within 20 days after the End Date, the Principal must return to the Contractor any Deductions, after retaining any withholding or set-off the Principal is entitled to make pursuant to the Contract.

30.4 If the Principal wrongfully withholds any Deduction under Clause 30.3, the Principal must repay the amount wrongfully withheld plus interest calculated at the rates specified in the General Contract Specifics from the End Date until the day that the money was repaid. The Contractor's entitlement under this Clause 30 is the sole entitlement in respect of the wrongful Deduction.

## 31 CONFIDENTIAL INFORMATION AND PUBLICITY

31.1 The Contractor must not advertise, publish or release to the public:

- (a) the Confidential Information; or
  - (b) other information concerning the Goods and/or Services, or the Contract,
- without the prior written approval of the Principal.

31.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:

- (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under the Contract; or
- (b) disclose the Confidential Information:

- (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under the Contract) to the Contractor's legal advisors, accountants or auditors; or
- (ii) where disclosure is required by Law (including disclosure to any stock exchange).

31.3 The rights and obligations under this Clause 31 continue after the End Date.

## 32 GOODS AND SERVICES TAX

32.1 Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

32.2 Unless expressly included, the consideration for any supply made under or in connection with the Contract does not include an amount on account of GST in respect of the supply ('**GST Exclusive Consideration**') except as provided under this Clause.

32.3 Any amount referred to in the Contract (other than an amount referred to in Clause 32.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.

32.4 To the extent that GST is payable in respect of any supply made by a Party ('**Supplier**') under or in connection with the Contract, the consideration to be provided under the Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.

32.5 The recipient must pay the additional amount payable under Clause 32.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

32.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 32.4 or at such other time as the Parties agree.

32.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with the Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 32.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

32.8 If one of the Parties to the Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with the Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 32.4.

## 33 CONSEQUENTIAL LOSS

In relation to Consequential Loss:

- (a) except for Loss described in Clauses 14 and 33(b) but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) Clause 33(a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 33(a), the Contractor would have insurance cover for that Consequential Loss under an Insurance.

## 34 LIMITS ON LIABILITY

- 34.1 The Contractor's liability to the Principal in respect of Loss under the Contract in the aggregate for all claims is limited to the Contractor Maximum Liability Amount.
- 34.2 To the extent that the Principal is liable to the Contractor under any Legal Requirement or under the Contract, the Principal's liability to the Contractor in respect of Loss under the Contract in the aggregate for all claims is limited to the Principal Maximum Liability Amount.
- 34.3 The limitation of liability in Clause 34.1 does not apply in respect of:
- (a) any fraud, deliberate default, gross negligence or Wilful Misconduct by the Contractor or the Contractor's Personnel; or
  - (b) any loss arising from any claim by a third party against the Principal arising out of any act or omission of the Contractor or the Contractor's Personnel.

## 35 FORCE MAJEURE EVENT

- 35.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under the Contract ('**Affected Obligations**') and must either:
- (a) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
  - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.
- 35.2 The Party's obligation to supply the Affected Obligations is suspended for as long as performance of the obligation is prevented by the Force Majeure Event.
- 35.3 If the Contractor is the Party with Affected Obligations, the Principal is relieved, to the extent the Contractor is precluded from providing the Goods and/or Services, from any payment to the Contractor for duration of the delay resulting from the Force Majeure Event.
- 35.4 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 35.5 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate the Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of the Contract being terminated.
- 35.6 The Parties will be responsible for their own costs incurred during the period of the Force Majeure Event.

## 36 SETTLEMENT OF DISPUTES

- 36.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- 36.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
- (a) alleged facts on which the claim is based;
  - (b) legal basis on which the claim is made; and
  - (c) relief that is claimed.
- 36.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
- (a) its position in relation to the Dispute; and

- (b) the basis for its position.
- 36.4 Within 10 Business Days of receipt of the response referred to in Clause 36.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to the Contract.
- 36.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 36.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 36.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

### 37 **TERMINATION OF CONTRACT**

- 37.1 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under the Contract or under any applicable Legal Requirement.
- 37.2 If the Contractor:
  - (a) subject to Clause 36, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in the Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
  - (b) suffers an Insolvency Event;
  - (c) or any of the Contractor's Personnel, are found guilty of any criminal act in connection with the performance of the Contractor's obligations under the Contract that may bring the Principal into disrepute;
  - (d) assigns or subcontracts the Contract or any part thereof without the prior written consent of the Principal;
  - (e) fails to achieve the KPIs for a period of six continuous months;
  - (f) includes in its Tender or other information provided to the Principal any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
  - (g) or any of the Contractor's Personnel:
    - (i) does an act or omission of the type described in Clause 14.1(d); and
    - (ii) the Contractor, within five Business Days of a notice from the Principal does not remedy the act or omission or put in place a cure plan to remedy the act or omission to the Principal's reasonable satisfaction,

then the Principal may by notice in writing to the Contractor immediately terminate the Contract whether any Orders remain outstanding or not and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete the Contract.

- 37.3 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 37.2 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- 37.4 When the Contract is terminated, the Contractor must:
  - (a) promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest; and

- (b) co-operate with and assist the Principal to transition the provision of the Goods and/or Services from the Contractor to the Principal or a third party.

37.5 The termination of the Contract does not affect:

- (a) any rights of the Parties accrued before the End Date; and
- (b) the rights and obligations of the Parties under the Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

## **38 WAIVERS AND AMENDMENTS**

38.1 The Contract may only be amended, or its provisions waived, in writing by the Parties.

38.2 No forbearance, delay or indulgence by the Principal in enforcing the provisions of the Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

## **39 ENTIRE AGREEMENT**

39.1 To the extent permitted by Law, the Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied in respect of the subject matter of the Contract.

39.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of the Contract.

## **40 RIGHTS AND REMEDIES**

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or the Contract.

## **41 CONSENTS**

41.1 Where under the Contract a Party has any right or discretion, including a right to grant consent or approval, that Party:

- (a) may exercise such a right or discretion solely for its own benefit; and
- (b) to the maximum extent permitted by Law, does not have any obligation to take into account:
  - (i) the interests of the other Party; or
  - (ii) any requirement to act in good faith or reasonably where implied by Law or otherwise.

41.2 Unless expressly required by the terms of the Contract, a Party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with the Contract.

41.3 A Party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with the Contract. Any conditions must be complied with by the Party relying on the consent, approval or waiver.



## 42 INSURANCE

- 42.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:
- (a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and
  - (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and approved by the Principal which either:
    - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
    - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- 42.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- 42.3 Without limiting Clause 42.1, the Contractor must:
- (a) pay all premiums and all deductibles applicable to the Insurance when due; and
  - (b) promptly reinstate any Insurance required under this Clause 42 if it lapses or if cover is exhausted.
- 42.4 Each Insurance must:
- (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
  - (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
  - (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
  - (e) provide, where the Principal is an insured under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and
  - (f) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- 42.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract.
- 42.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
  - (c) be for an amount of not less than the amount set out in the General Contract Specifics in respect of any one claim and not less than the amount set out in the

- General Contract Specifics in the aggregate during any one 12 month period of insurance;
- (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
    - (i) loss of, damage to, or loss of use of, any real or personal property; and
    - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),
 arising out of or in connection with the performance of the Contract (including the provision of the Goods and/or Services and the derivation of any products from Delivered Material) by the Contractor; and
  - (e) be endorsed to cover:
    - (i) the use of unregistered motor vehicles or unregistered mobile Plant and Equipment used in connection with the Contract; and
    - (ii) sudden and accidental pollution.
- 42.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles (including the Collection Vehicles), registered Plant and Equipment used in connection with the Contract whether owned, hired or leased ('**Contractor's Vehicles**'). The vehicle and equipment liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) cover against all loss and/or damage to the Contractor's Vehicles;
  - (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
  - (d) be for an amount of not less than the market value of the Contractor's Plant and Equipment, and otherwise for not less than the amount set out in the General Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
  - (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- 42.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
  - (c) be for not less than the amount set out in the General Contract Specifics common law liability in respect of any one event.
- 42.9 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.
- 42.10 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- 42.11 The Contractor must ensure that its Subcontractors are insured as required by this Clause 42, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.

- 42.12 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under the Contract is current by providing to the Principal the terms and conditions (including schedules) of the Insurances to demonstrate compliance with the Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- 42.13 If the Contractor fails to procure and maintain the Insurance in accordance with the Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- 42.14 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- 42.15 The Contractor must:
- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
  - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- 42.16 The Insurances are primary, and not secondary, to the indemnities referred to in the Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in the Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in the Contract before the insurer considers or meets the relevant claim.
- 42.17 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.
- 42.18 Notwithstanding the above, if permitted in the General Contract Specifics, the Contractor will be entitled to self insure in respect of any or all of the above insurances provided always that:
- (a) it is lawful for the Contractor to do so;
  - (b) the Contractor identifies in writing which of the risks required to be insured are being self insured; and
  - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

## **43 INDUSTRIAL AWARDS**

- 43.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and the Contract.
- 43.2 Failure by the Contractor to comply with Clause 43.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

## **44 GOVERNING LAW**

The Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect

in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes).

## 45 PROPORTIONATE LIABILITY

Each Party agrees that Part 1F of the *Civil Liability Act 2002* (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) the Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

## 46 PERSONAL PROPERTY SECURITIES ACT

46.1 For the purposes of this Clause 46:

- (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under the Contract; and
- (b) words and phrases used in this Clause 46 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

46.2 If the Principal determines that the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Principal to exercise rights in connection with the security interest.

46.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

46.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:

- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

46.5 The Contractor must not:

- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
- (b) sell, lease or dispose of its interest in the Principal's Personal Property;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or

- (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

46.6 Everything the Contractor is required to do under this Clause 46 is at the Contractor's expense.

46.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 46 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

## 47 APPLICATION OF THE CONTRACT

The Contract applies to the performance of the Contractor's obligations under the Contract whether performed before, on or after the Start Date.

## 48 RESTRUCTURE OF THE PRINCIPAL

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure.

## 49 FAILURE TO PROVIDE GOODS AND PERFORM SERVICES

Where a State of Emergency is declared under the *Emergency Management Act 2005* (WA) or where the Contractor is unable or fails (for whatever reason) to provide the Goods and/or perform the Services in accordance with the Contract, the Principal may, for as long as determined by the Principal (acting reasonably) and without being liable in any way to the Contractor (including for that part of the Contract Price which relates to the relevant Goods and/or Services) obtain or acquire such goods and services as it requires from a third party and this will not constitute a suspension for the purposes of Clause 24.

## 50 DELIVERY OF WASTE TO A FACILITY

If the Contractor is not the Facility Operator, the Contractor must, in delivering the Collected Waste or Delivered Waste (as the case may be) to the relevant Facility:

- (a) be aware of and comply with and ensure that the Contractor's Personnel are aware of and comply with:
  - (i) any applicable Legal Requirements;
  - (ii) all Standards and Procedures, to the extent that these documents are applicable to the Contractor's performance of the Contract; and
  - (iii) all lawful directions and orders given by the Principal's Representative or any person authorised by Law to give directions to the Contractor;
- (b) ensure that the Contractor's Personnel entering the Facility perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
  - (i) safe working practices;
  - (ii) safety and care of property; and
  - (iii) continuity of work; and

- (c) provide all such information and assistance as the Principal reasonably requires in connection with any statutory or internal health and safety investigation in connection with the Contract or the Facility.

## 51 COMMUNITY ENGAGEMENT

51.1 The Contractor acknowledges that all liaison with the community in respect of the Goods and/or Services will be as directed by the Principal. The Contractor must do all things reasonably requested by the Principal in respect of community engagement, including referring all queries from the general public in respect of the Goods and/or Services to the Principal. If the Contractor receives queries from the general public in respect of the Goods and/or Services, it must do so as a representative of the Principal.

51.2 The Contractor must:

- (a) provide suitably experienced personnel to assist in community engagement;
- (b) implement and follow a complaints management system approved by the Principal; and
- (c) notify the Principal of any complaints received by the Contractor in accordance with the reporting requirements under Clause 21.2 (unless the matter is serious or urgent in which case the Contractor will notify the Principal immediately).

## 52 CALL CENTRE

Where the General Contract Specifics require, the Contractor must provide and maintain a call centre (**Call Centre**) with an operative email, telephone and facsimile machines (the details of which are set out in the General Contract Specifics), with appropriate numbers of Contractor's Personnel for receipt of public enquiries and messages, directions and instructions from the Principal's Representative. The Call Centre must be staffed between the hours of the actual collection period applicable for the Shire of Mingenew (and at least between 8.00am and 5.00pm) on every Collection Day, unless otherwise specified in the General Contract Specifics. The Contractor must:

- (a) notify the Principal's Representative of any changes to the Call Centre's telephone and facsimile numbers five Business Days prior to of the change being made; and
- (b) put in place appropriate call forwarding methods to inform members of the public of the Contractor's new details prior to such change being made and the Contractor must maintain such call forwarding methods for as long as is reasonably determined by the Principal's Representative.

## Schedule 1 – General Contract Specifics

Item No	Contract Specific	Description	Clause Reference
1.	<b>Goods and/or Services to be provided by the Contractor</b>	Provision of a Waste Collection Services, including the provision of all Bins.	4
2.	<b>OH&amp;S Management System</b>	Required for Collection Services.	10.4
3.	<b>EMS</b>	Required for Collection Services.	11.3(c)
4.	<b>EMP</b>	Required for Collection Services.	11.3(d)
5.	<b>Operational Plan</b>	Required for Collection Services.	11.4(b)
6.	<b>Quality System</b>	Required for Collection Services.	11.4(b) and 18.2
7.	<b>Framework Agreement</b>	No.	16.1
8.	<b>Initial Term</b>	Three Years	19.1 and 1.1
9.	<b>Start Date</b>	22 day of September, 2019 (day after existing contract concludes).	19.1 and 1.1
10.	<b>End Date</b>	The earlier of either 21 September 2022; and (b) the date the Contract is terminated under Clause 37.	19.1 and 1.1
11.	<b>Extended Periods</b>	A two year option is provided for (vis. 22 September 2022 to 21 September 2024).	19.2 and 1.1
12.	<b>Goods to be supplied</b>	Provision of all Bins.	19.3 and 1.1
13.	<b>Services to be provided</b>	Those Services listed in Item 1 of the General Contract Specifics (Schedule #1).	19.3 and 1.1
14.	<b>Principal Supplied Plant and Equipment</b>	Nil. The Contractor will provide all Bins.	20.1 and 1.1
15.	<b>Principal's Representative</b>	Chief Executive Officer (Nils Hay) Address: 21 Victoria Street, Mingenew, WA, 6522 Telephone: 0899281102 Facsimile: 0899281128 Email: ceo@mingenew.wa.gov.au	22 and 1.1
16.	<b>Contractor's Representative</b>	[insert name] Address: [insert address] [insert address] Telephone: [insert telephone] [insert name]	22 and 1.1

Item No	Contract Specific	Description	Clause Reference
		Facsimile: [insert facsimile] Email: [insert email address]	
17.	<b>Price Adjustment Basis</b>	Not Applicable for first Three Years. Consumer Price Index (All Groups) Perth negotiable for extension period if provided.	28.3
18.	<b>Contract Price</b>	To be as per Schedule 11 (Schedule of Rates). To be inserted prior to Contract execution.	29 and 1.1
19.	<b>Details of Invoices</b>	Invoices must include the relevant purchase order number and details of the service supplied to the Principal, including the basis of calculation and supporting information during the relevant month to which the Invoice relates and any other information reasonably requested by the Principal.	29.3
20.	<b>Interest rate for late payments or wrongful Deductions</b>	0%	30.4
21.	<b>Contractor Maximum Liability Amount</b>	The Contractor Maximum Liability Amount is unlimited.	34.1 and 1.1
22.	<b>Principal Maximum Liability Amount</b>	\$0.	34.2 and 1.1
23.	<b>Public and Product Liability Insurance End Date</b>	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is later.	42.6(a)
24.	<b>Minimum level of Product Liability Insurance Cover required</b>	\$5,000,000 for one claim and \$20,000,000 in the aggregate for any 12 month period.	42.6(c)
25.	<b>Minimum level of Public Liability Insurance Cover required</b>	\$10,000,000 for one claim and unlimited in the aggregate.	42.6(c)
26.	<b>Contractor's Vehicle Insurance End Date</b>	Contract End Date plus any Extended Periods.	42.7(a))
27.	<b>Minimum level of Contractor's Vehicle Insurance Cover required</b>	Not less than the market value of the Contractor's Vehicles.	42.7(d)
28.	<b>Workers compensation End Date</b>	Contract End Date plus any Extended Periods.	42.8(a)
29.	<b>Minimum level of workers compensation Insurance required</b>	In accordance with the Workers Compensation and Injury Management Act 1981 (WA) and \$50,000,000 for common law liability.	42.8(c)
30.	<b>Contractor permitted to self insure with respect to the Insurances</b>	No.	42.18
31.	<b>Call Centre</b>	Yes. To enable the reporting of any issue or make an enquiry relevant to the Services. The Call Centre must be staffed between the hours of the actual collection period applicable for the Shire	52



Item No	Contract Specific	Description	Clause Reference
		of Mingenew (and at least between 8.00am and 5.00pm) on every Collection Day.	

## Schedule 2 – Goods

### 1 APPLICATION OF THIS SCHEDULE

This **Schedule 2**:

- (g) only forms part of the Contract if the Contractor is supplying Goods or Bin Services (or both) under the Contract (see Item 1 of the General Contract Specifics). For clarity, if Item 1 of the General Contract Specifics does not refer to Goods or Bin Services (or both), this **Schedule 2** does not form part of, and has no force or effect in respect of, the Contract; and
- (h) where it forms part of the Contract, applies to each supply of Goods, including as part of the Bin Services.

*Note: Schedule 2 does form part of this Contract.*

### 2 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

- 2.1 The Contractor shall deliver the Goods in full to the Delivery Points at the times stated in the Contract. In this respect time shall be of the essence of the Contract.
- 2.2 Subject to Clauses 2.3, 2.4 and 2.5 of this **Schedule 2**, if the Goods are unlikely to be delivered to a Delivery Point by the applicable Date for Delivery, the Contractor is entitled to an extension to the applicable Date for Delivery if the delay is due to:
  - (a) breach by the Principal of its obligations under the Contract;
  - (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with the Contract;
  - (c) a Force Majeure Event occurring before the applicable Date for Delivery;
  - (d) suspension of the Contract under Clause 24, other than suspension of the Contract for breach of the Contract by the Contractor or the Contractor's Personnel; or
  - (e) a Variation being granted under Clause 23.
- 2.3 The Contractor may only claim an extension to the Date for Delivery under Clause 2.2 of this **Schedule 2** if the Contractor:
  - (a) could not reasonably have been expected to foresee the delay at the date of signing the Contract;
  - (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
  - (c) or the Contractor's Personnel, did not cause the delay, whether by breach of the Contract or otherwise.
- 2.4 The Contractor's claim for an extension to the applicable Date for Delivery must:
  - (a) be made within 5 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and

- (b) include the facts on which the claim to the extension to the Date for Delivery is based.
- 2.5 If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time under Clause 2.4 of this **Schedule 2** relates to an event listed in Clause 2.2 of this **Schedule 2**; and
  - (b) Clauses 2.3 and 2.4 of this **Schedule 2** have been satisfied,
- the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 2.5 of this **Schedule 2** (or such other time agreed by the Parties) that an extension of time to the Date for Delivery is granted. The notice must include the period of extension granted by the Principal, which will be a period of time that is reasonable having regard to the nature of the event specified in Clause 2.2 of this **Schedule 2** (as determined by the Principal, acting reasonably).
- 2.6 The Principal may by written notice to the Contractor direct an extension of time to the applicable Date for Delivery at any:
- (a) time that the Principal directs a Variation; or
  - (b) other time at the absolute discretion of the Principal,
- notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the applicable Date for Delivery. The Contractor acknowledges that the mechanism in this Clause 2.6 of **Schedule 2** is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:
- (c) impose any obligations on the Principal;
  - (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
  - (e) in any way constitute a waiver or relaxation of any of the requirements under this Clause 2 of **Schedule 2**; or
  - (f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 2.6 of **Schedule 2**.
- 2.7 If the Principal, considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 2.4 of this **Schedule 2** that the applicable Date for Delivery remains unchanged.
- 2.8 If the Contractor fails to comply with Clause 2.4 of this **Schedule 2**, the Contractor will have no entitlement to an extension of time of the applicable Date for Delivery.
- 2.9 If an extension of time is granted in accordance with this Clause 2 of **Schedule 2**, provided that those costs are not also reimbursable pursuant to Clauses 23 or 24, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

### 3 DELIVERY OBLIGATIONS

- 3.1 The Contractor must, in delivering the Goods to the Delivery Points:
- (a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and
  - (b) leave the Delivery Points secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Points immediately prior to the delivery of Goods.

- 3.2 The Contractor must:
- (a) deliver the Goods to an occupier of each Delivery Point;
  - (b) if no occupier of the Delivery Point is present, or the Delivery Point is one to which Clause 4.6(b) of this **Schedule 2** applies, placing the Goods within the boundaries of the Delivery Point in a safe and secure manner; or
  - (c) if the Contractor is unable to obtain access to the Delivery Point, placing the Goods as close as possible to the Delivery Point in a safe and secure manner.
- 3.3 Upon delivery of the Goods, the Contractor must notify the Principal's Representative, in writing, of the serial number of each Good delivered to a Delivery Point and the address of the Delivery Point to which it was delivered.

## **4 EXPENSES OF DELIVERY OF GOODS**

Unless otherwise provided in the Contract, the Contractor shall pay all packaging, freight, Taxes, insurance, and other charges whatsoever, in connection with the delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.

## **5 PROPERTY AND RISK IN THE GOODS**

- 5.1 This Clause 5 of Schedule 2 applies to each supply of Goods, including as part of the Bin Services (if Bin Services form part of the Contract), unless the description of the Bin Services states that ownership of the Goods is to remain with the Contractor.
- 5.2 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.
- 5.3 Upon payment of the Goods, ownership of the Goods shall pass to the Principal. Payment shall include credit by way of set off.
- 5.4 The Contractor warrants that:
- (a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
  - (b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

## **6 RECEIPT AND ACCEPTANCE OF GOODS**

- 6.1 Delivery and receipt of the Goods shall not of itself constitute Acceptance of the Goods by the Principal.
- 6.2 Acceptance of the Goods occurs on the earlier of:
- (a) the Principal's Representative notifying the Contractor in writing that the Goods have been accepted; or
  - (b) the lapse of 14 days after delivery of the Goods to the Delivery Points without the Principal notifying the Contractor in writing that the Goods have been rejected.
- 6.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to Acceptance remains with the Contractor except where the damage, deterioration, theft or loss is caused by a negligent act or omission of the Principal or the Principal's Personnel.
- 6.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 7 of this **Schedule 2**.

## 7 REJECTION AND REMOVAL OF DEFECTIVE GOODS

- 7.1 During the Defects Liability Period the Principal's Representative shall notify the Contractor in writing of the Defective Goods and may:
- (a) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
  - (b) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods.
- 7.2 Should the Contractor fail to comply with a notice issued under Clause 7.1(a) of this **Schedule 2** within the time specified in that notice, the Principal shall be entitled to:
- (a) replace the Defective Goods with goods of the same or similar quality;
  - (b) sell the Defective Goods; and/or
  - (c) have the Defective Goods redelivered at the Contractor's risk and expense to the Contractor's premises,
- and recover its costs, losses and expenses of so doing from the Contractor.
- 7.3 Where the Contractor has made good any Defective Goods under this Clause 7 of **Schedule 2**, those Goods will be subject to the same Defects Liability Period as the original Goods, from the date the Contractor made good the Defective Goods.
- 7.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.
- 7.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.
- 7.6 Without limiting Clause 14, any cost or expense incurred by the Principal in connection with the Defective Goods under this Clause 7 of **Schedule 2**, shall be a debt due from the Contractor to the Principal.
- 7.7 Nothing in the Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods in accordance with the Contract.

### ATTACHMENT 1 - GOODS CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
<i>Clause references refer to Clauses in Schedule 2 (other than Clause 1.1).</i>			
1.	<b>Date for Delivery</b>	22 September 2019.	2.4
2.	<b>Defects Liability Period</b>	Subject to Clause 7.3 of Schedule 2, the period of time beginning on the Date for Delivery and ending on the conclusion of a 12 months period.	7.1 and 1.1

## Schedule 3 – Bin Services

### 2 APPLICATION OF THIS SCHEDULE

This **Schedule 3** only forms part of the Contract if Item 1 of the General Contract Specifics refers to Bin Services. For clarity, if Item 1 of the General Contract Specifics does not refer to Bin Services, this **Schedule 3** does not form part of, and has no force or effect in respect of, the Contract.

*Note: Schedule 3 does form part of this Contract.*

### 3 SERIAL NUMBERS

If the Contract requires the provision of the Bin Services, the Contractor must, unless directed otherwise by the Principal:

- (a) deliver to the Principal, prior to the Start Date, a database, in a form and using software approved by the Principal's Representative, of all serial numbers of the Bins to be supplied as part of the Bin Services and the addresses of Delivery Points to which they are to be delivered;
- (b) notify the Principal's Representative each month, in writing, of the serial number of each Bin delivered to a Delivery Point as part of the Bin Services and the address of the Delivery Points to which it was delivered; and
- (c) deliver to the Principal, within 5 days of the end of the Term, the database provided under Clause 3(a) of this **Schedule 3** updated to reflect the information provided under Clause 3(b) of this **Schedule 3**.

### 4 RETRIEVAL AND REPLACEMENT

4.1 The Contractor must retrieve all damaged Bins, or Bins no longer required, at Delivery Points and:

- (a) either:
  - (i) dispose of them, if they are damaged beyond repair; or
  - (ii) repair them and store them at a secure location for re-issue to Delivery Points as required; and
- (b) if the Bin was removed due to being damaged, replace that Bin, by re-issuing a replacement Bin in a timely manner.

4.2 The Contractor must use its best endeavours to reuse Bins wherever possible.

### 5 AFFIXATION OF NOTICES

The Contractor must, from time to time, if directed by the Principal, attach notices or stickers, in any manner nominated by the Principal, to all Bins which have already been or are to be supplied to Delivery Points. The Principal will supply any such notices or stickers. The Principal will compensate the Contractor for its reasonable costs in carrying out this service.

## Schedule 4 – Collection Services

### 1 APPLICATION OF THIS SCHEDULE

This Schedule 4 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Collection Services.

*Note: Schedule 4 does form part of this Contract.*

### 2 COLLECTION SERVICES

- 2.1 Waste must be collected by the Contractor in the course of the performing the Collection Services on the specified Collection Days as set out in the Collection Schedules.
- 2.2 The Collection Services must not take place on a day that is not a Collection Day without the prior written consent of the Principal's Representative. The Principal's Representative's consent may be given subject to such conditions as he or she considers appropriate.
- 2.3 The Contractor must carry out Collection Services scheduled for Christmas Day, New Year's Day and Good Friday on an alternative day within the seven days of the same week, as approved by the Principal.
- 2.4 The Contractor must, at its cost, on becoming aware of, or upon receiving a notification of a missed or late Waste collection from a resident or the Principal, return and collect the Waste. If advice is received, prior to 11am, collection must be made on that day and at the time set out in the Collection Contract Specifics.

### 3 TIME AND FREQUENCY FOR COLLECTION SERVICES

- 3.1 The Contractor must perform the Collection Services on the days, times and at the frequency specified in the Collection Schedule from all:
  - (a) Residential (and selected Commercial, Industrial, or "Town-site" Rural) Tenements within the Collection Area; and
  - (b) other places within the Collection Area nominated by the Principal's Representative (which may include schools, public facilities, common collection points, compounds within high density housing estates and the like).
- 3.2 The Collection Services must not take place on the days and at the times set out in the Collection Contract Specifics.

### 4 COLLECTION SCHEDULE

- 4.1 The Principal will, not later than three weeks prior to the Start Date, provide the Contractor with a complete listing of the addresses within a Collection Area to be serviced under the Contract. This list may be updated by the Principal at any time during the Term.
- 4.2 The Principal may determine, and if so must notify the Contractor of, the Collection Day applicable to a particular area within the Collection Area. If the Principal does not notify the Contractor of the Collection Day, the Contractor must determine the most efficient route and Collection Days to meet its obligations in respect of the Collection Area, including the requirements in this Clause 4 of Schedule 4.
- 4.3 The Contractor must prepare a systematic scheme for the performance of the Collection Services at all Tenements within the Collection Area for each type of Waste (**Collection Schedule**). The Collection Schedule must be consistent with the information provided to the Contractor in accordance with Clause 4.2 of this Schedule 4, the frequency for collection of

each type of Waste specified in the Collection Contract Specifics, and any other information the Principal provides the Contractor for the purposes of determining the Collection Schedule.

- 4.4 A draft of the Collection Schedule must be submitted to the Principal's Representative for approval at least two weeks prior to the Start Date.
- 4.5 The Collection Schedule must be prepared so that Main Roads are serviced outside peak traffic times.
- 4.6 The Principal's Representative may:
- (a) require that the Contractor provide further information in relation to the proposed Collection Schedule or any related matter;
  - (b) direct reasonable amendments to the proposed Collection Schedule; and
  - (c) make his or her approval of the proposed Collection Schedule subject to such reasonable conditions as he or she considers appropriate.
- 4.7 The Contractor must operate the Collection Services in accordance with the Collection Schedule approved by the Principal's Representative and any alteration to the Collection Schedule must only be made with the prior written consent of the Principal's Representative.

## **5 COLLECTION OF WASTE**

- 5.1 The Contractor must collect all Waste that is:
- (a) placed within a Bin that is put out at the kerbside; or
  - (b) located at any place directed by the Principal's Representative.
- 5.2 If the manner in which any Bin is, or the contents of any Bin, placed out for collection from or at any Delivery Point does not comply with any policy of the Principal, Legal Requirements, a term of the Contract or direction, the Contractor must still empty the Bin and collect the Waste in or around the relevant Bin, except in circumstances set out in the Collection Contract Specifics.
- 5.3 If the Contractor does not empty a Bin in accordance with Clause 5.1 of this Schedule 4, the Contractor must ensure that the driver of the Collection Vehicle:
- (a) immediately notifies the Contractor of the address of the Tenement and the grounds for not emptying the Bin. The Contractor must in turn notify the Principal as soon as possible of the address of the Tenement, the serial number of the Bin and the grounds for not emptying the Bin; and
  - (b) attaches to the Bin a sticker, in a form approved by the Principal's Representative, indicating:
    - (i) why the Bin was not emptied;
    - (ii) the steps that must be taken to have the Bin emptied in future; and
    - (iii) a contact point for enquiries.
- 5.4 The Contractor must ensure that the Contractor's Personnel collect and remove any material spilt:
- (a) by them in performing the Collection Services;
  - (b) from any Bin; or
  - (c) from a Collection Vehicle.
- 5.5 The Contractor must, after emptying each Bin, replace it:
- (a) as near as practicable to the position in which it was located prior to being emptied (but not on a road or within one metre of a driveway); and
  - (b) in an upright position with the lid closed.
- 5.6 The Contractor must ensure that:

- (a) Bins are not placed in any position which is hazardous to any person or property (including a Bin itself); and
  - (b) Bins are not dropped or thrown.
- 5.7 The Contractor may encounter challenging Tenements in performing the Collection Services. The Contractor must (at its cost):
- (a) provide written advice to the Principal's Representative prior to the Start Date which:
    - (i) identifies those Tenements where the Contractor believes that special collection arrangements will be required; and
    - (ii) indicates the arrangements which the Contractor proposes to implement to collect Waste from such Tenements;
  - (b) seek to co-operatively resolve all problems that arise in consultation with the Principal's Representative;
  - (c) comply with any directions of the Principal's Representative with respect to any such problems; and
  - (d) use Collection Vehicles in challenging areas which are able to safely service those areas, including avoiding contact with the public, overhead wires and overhanging trees.
- 5.8 Ownership of all Collected Material vests, as against the Contractor, in the Principal.

## 6 COLLECTION VEHICLES

- 6.1 Without limiting Clause 20, the Contractor must:
- (a) use a sufficient number of Collection Vehicles to perform the Collection Services in accordance with the Collection Schedule from the Start Date;
  - (b) ensure that all Collection Vehicles used in the performance of Collection Services are in good repair and condition throughout the Term; and
  - (c) ensure that all Collection Vehicles are sufficiently equipped to comply with its obligations under the Contract.
- 6.2 If at any time during the Term, the Principal's Representative, acting reasonably, considers the resources used by the Contractor in the performance of the Collection Services are inadequate to perform the Collection Services with the Collection Schedule (including both the number of Contractor's Personnel, and the quality and/or quantity of the Collection Vehicles), the Principal's Representative may direct the Contractor to address such inadequacy as the Principal's Representative deems appropriate, and the Contractor must comply with such direction.
- 6.3 All Collection Vehicles must be kept clean and washed down both inside and outside and disinfected at the frequencies specified in the Collection Contract Specifics to the reasonable satisfaction of the Principal's Representative. These activities must be carried out at the Contractor's premises.
- 6.4 All Collection Vehicles operated by the Contractor's Personnel in carrying out its obligations under the Contract must be fitted with an effective two-way communication system. For the purposes of effecting control over Collection Vehicles engaged in the performance of the Collection Service, the Contractor must be able to maintain effective two-way communication with all Collection Vehicles from the Contractor's office.
- 6.5 When any Collection Vehicles are passing along roads or left standing in any public place, they must be secured so as to prevent the escape of any Waste or other matter from the vehicle. No Collection Vehicle must be left standing in such a manner as to cause offence or present a hazard to a member of the public.
- 6.6 Each Collection Vehicle must include the signage required by the Principal as set out in the Collection Contract Specifics and must be professionally painted or affixed in any manner directed by the Principal's Representative. The Principal's Representative may direct which



colour the Collection Vehicle and any identification information which is to be painted on the Collection Vehicle. The costs under this Clause 6 of Schedule 4 must be borne by the Contractor.

- 6.7 The Contractor is responsible for all inputs required to operate and maintain each Collection Vehicle.

## **7 DELIVERY OF WASTE TO THE FACILITY**

- 7.1 The Contractor must:

- (a) deliver all Waste collected in the course of the Collection Service to one or more Facilities, as directed by the Principal from time to time; and
- (b) deliver only Collected Material to Facilities.

- 7.2 If the Contractor is not the Facility Operator, the Contractor must ensure that the Contractor's Personnel comply with any:

- (a) directions of representatives of the Facility Operator; and
- (b) rules of which notice has been given to the Contractor by the Facility Operator (including, without limitation, rules for occupational health and safety),

while at a Facility, except to the extent that it would be unsafe to do so.

- 7.3 The Contractor must ensure that all Collected Material delivered to the Facility during the performance of the Collection Service is weighed at the weighbridge at the Facility (if that Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Facility.

- 7.4 If weighbridge dockets are produced under Clause 7.1 and are not electronic, the Contractor must collect weighbridge dockets immediately after each load of Collected Material is weighed. The Contractor must deliver these weighbridge dockets for all loads of Collected Material delivered to the Facility in the course of the Collection Service each month to the Principal's Representative.

- 7.5 The measurements taken in accordance with Clause 7.3 of this Schedule 4 are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating payment to the Contractor in accordance with Clause 29.

- 7.6 If the Contractor is not the Facility Operator:

- (a) the Contractor must deliver Collected Material to a Facility during the Opening Hours for that Facility; and
- (b) the Contractor may only deliver Collected Material to a Facility outside of the Opening Hours with the permission of the Principal, which permission may be subject to conditions.

- 7.7 If the Contractor is not the Facility Operator, the Contractor must, in delivering the Collected Waste to the Facility:

- (a) not interfere with the activities of any other person at the Facility; and
- (b) leave the Facility secure, clean, orderly and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Waste.

- 7.8 If Recyclables Sorting Services do not form part of the Contract, and any Delivered Material delivered to a Recyclables Facility exceeds the Maximum Compaction Rate, the Principal may deduct the amount of any Over-compaction Charge paid by the Principal to the Facility Operator of that Recyclables Facility from the Contract Price.

## **8 ADDITIONAL REPORTING**

Without limiting the reporting required in Clause 21, the Contractor must maintain records of:

- (a) any breach of Legal Requirements by the occupier of a Tenement in respect of the placement or contents of a Bin or other material left out for collection; and
- (b) the weight of Collected Material collected by each Collection Vehicle per day.

## 9 COMPLAINTS

If the Contractor receives any complaint regarding the failure by the Contractor's Personnel to:

- (a) collect and remove litter; or
- (b) empty a Bin or otherwise collect the Waste as required under the Contract,

from a member of the public, the Contractor must:

- (i) immediately notify the Principal of the complaint;
- (ii) investigate the complaint and advise the Principal and the complainant of the result of the investigation within four hours of the complaint being made; and
- (iii) rectify any breach of the Contract in respect of which a complaint was made on the same day that the complaint was made.

## 10 NOTIFICATIONS

If Bin Services do not form part of the Contract and the Contractor or Contractor's Personnel becomes aware that a Bin is damaged or is no longer required at a Delivery Point, the Contractor must immediately notify the Principal.

## 11 PROMOTIONAL MATERIAL

If requested by the Principal, the Contractor must at its cost:

- (a) prepare and deliver to each Delivery Point information related to the performance of the Collection Services as required by the Principal's Representative;
- (b) deliver any information prepared by the Principal in relation to the Collection Services, waste management, recycling, or other information relevant to the Contract; and
- (c) if required by the Collection Contract Specifics, prior to the Start Date place an advertisement (the size, content and format of which must be approved by the Principal's Representative) in newspapers nominated by the Principal's Representative summarising the information required under this Clause 11 of Schedule 4.

## 12 ADVERTISING

Except as otherwise provided in the Collection Contract Specifics, in the event of any suspension of, or a stoppage or disruption to, the Collection Service, the Contractor must, as and when directed by the Principal's Representative:

- (a) place advertisements in newspapers nominated by the Supervisor; and
- (b) organise a letterbox drop of information to affected areas,

advising of the relevant suspension, stoppage or disruption, with the size, content and format of any newspaper advertisement or any information distributed by a letterbox drop approved by the Principal's Representative.

### 13 **WASTE LEVY**

If the Contractor is not the Facility Operator and is charged the waste levy imposed by Law by the Facility Operator, and:

- (a) there is an increase or decrease in the existing waste levy imposed by Law; or
- (b) there is any new levy, charge, duty, impost or tax imposed by Law applicable to the delivery of Waste at the relevant Facility,

the Contractor may increase or decrease the Contract Price for the amount of increase or decrease in the levy, charge, duty, impost or tax (as the case may be) effective from the date of the increase or decrease.

### 14 **TITLE TO BINS**

If the Contractor provides bins as part of the Collection Services during the Term and ownership of such bins is explicitly stated in the Specification to vest in the Contractor, at the End Date, ownership of the bins provided by the Contractor as part of the Collection Services vests, as against the Contractor, in the Principal, unless otherwise indicated in the Collection Contract Specifics.

## ATTACHMENT 1 - COLLECTION CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
1.	<b>Collection Services</b>	As set out in the Collection Services Specification at Schedule 10.	2
2.	<b>Time for collection of missed Waste</b>	To be mutually agreed by the Principal and the Contractor, depending on the Collection Day and the Delivery Point of the missed collection.	2.4
3.	<b>Collection Area</b>	As set out in Schedule 9.	3.1
4.	<b>Prohibited Time for Waste collection.</b>	Between 6.00pm and 7.00am, unless exempted by the Principal in writing.	3.2
5.	<b>Frequency of Waste collection</b>	Weekly, or as otherwise set out in the Collection Services Specification at Schedule 10.	4.3
6.	<b>Green Waste</b>	Not Used.	5.1 and 1.1
7.	<b>Household Junk</b>	Not Used.	5.1 and 1.1
8.	<b>Recyclables</b>	Not Used.	5.1 and 1.1
9.	<b>Circumstances when Waste need not be collected</b>	<p>Waste Services need not be collected where:</p> <ul style="list-style-type: none"> <li>a) The bin is deemed to be unserviceable;</li> <li>b) The weight of the bin exceeds 80 kilograms;</li> <li>c) The bin is blocked by an obstruction preventing emptying;</li> <li>d) The Bin is grossly contaminated; or</li> <li>e) The bin is not placed out for collection before the Collection Vehicle arrives on the Collection Day.</li> </ul> <p>Notification must be provided to the Principal of the above instances (with the exception of (e)).</p>	5.2
10.	<b>Cleaning of Collection Vehicles</b>	All Collection Vehicles must arrive in a reasonable state of cleanliness (inside and outside) prior to every Collection Day. A weekly washing schedule is therefore anticipated.	6.3
11.	<b>Collection Vehicles Signage</b>	Not initially required. May be utilised at a later date.	6.6
12.	<b>Opening Hours</b>	Not Applicable - All refuse collected is to be disposed of outside of the Shire of Mingenew at a refuse disposal site confirmed as appropriate by the Principal's Representative. <u>There is no capacity to dispose of waste at the Mingenew Refuse Disposal Site.</u>	7.6 and 1.1
13.	<b>Advertisement of Services</b>	As per Clause 12 of Schedule 4. Advertisement and nominated newspaper to be as per the direction of the Principal's representative.	12
14.	<b>Bin ownership</b>	At the End Date, property and title in the Bins remains with the Contractor.	14

## **Schedule 5 – Landfill Management Services and Transfer Station Services**

Save for the requirement for the Contractor to remove waste deposited at the Mingenew Transfer Station (maximum bin numbers and removal frequency as outlined in Schedule 11 (Contract Price Schedule), this Schedule is not applicable as Landfill Management and Transfer Stations Services resides with the Principal.

### **ATTACHMENT 1 - LANDFILL MANAGEMENT AND TRANSFER STATION CONTRACT SPECIFICS**

Not applicable as Landfill Management and Transfer Stations Services resides with the Principal.

## **Schedule 6 – Recyclables Sorting Services and Green Waste Processing Services**

Not used (Recyclables Sorting Services and Green Waste Processing Services responsibilities reside with the Principal).

### **ATTACHMENT 1 - RECYCLABLES SORTING AND GREEN WASTE PROCESSING CONTRACT SPECIFICS**

Not used (Recyclables Sorting Services and Green Waste Processing Services responsibilities reside with the Principal).

## **Schedule 7 – Standards and Procedures**

Not Used.

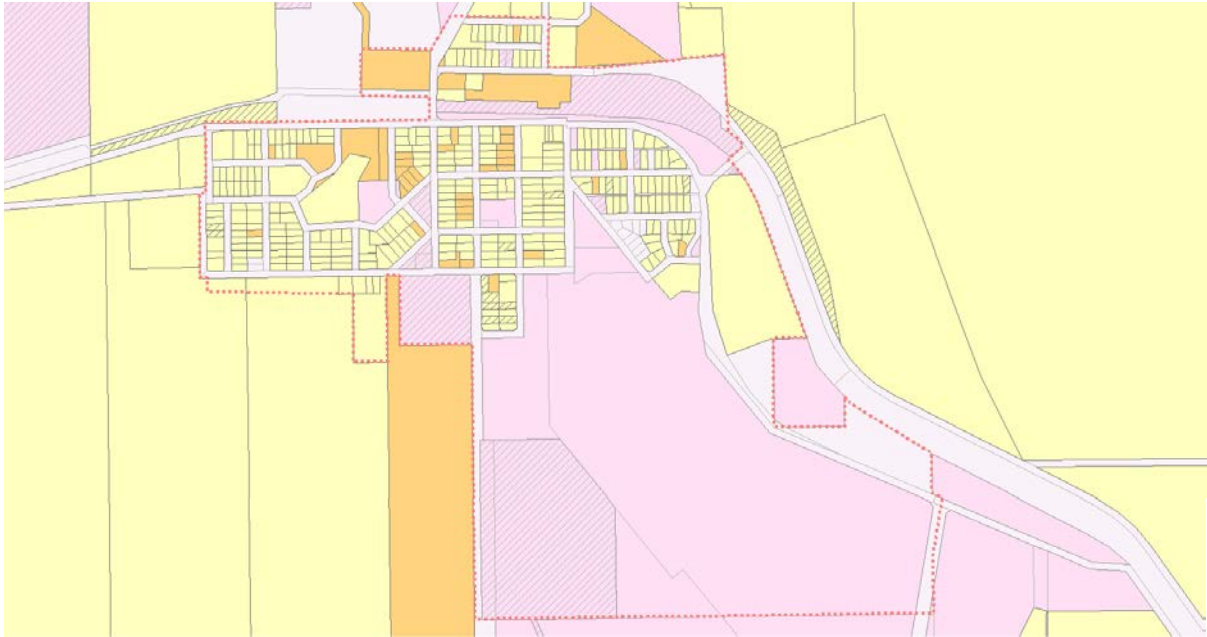
## Schedule 8 – KPIs

1. Principal and Contractor to communicate (in person if required by the Principal) at least Half Yearly to discuss contract performance and mutual opportunities for performance enhancement.

Meeting Agenda to include a report on all relevant data collected (this will enable discussions to focus on, and any decisions made to take into account, the statistics of the Service).

2. Data Report to include statistics collected from
  1. the Call Centre;
  2. accident statistics;
  3. bin lift data;
  4. tonnages of refuse collected; and
  5. Any other statistics/information reasonably required by the Principal.
3. Satisfactory progress being made by both parties on mutually agreed outcomes of the Half Yearly meetings.

## Schedule 9 – Collection Area\*



\*Indicative plans of town-site collection areas of Mingenew. Note that as per Schedule 11, a small number of other collection points exist outside of these geographic areas.



## Schedule 10 – Specification

### SERVICE SUMMARY

The services required involves the provision of a weekly waste collection service from designated Delivery Points within the Shire's boundaries which is generally made up of Residential (and selected Commercial, Industrial, or "Town-site" Rural) Tenements in the main town-site of Mingenew, the collection (fortnightly) of Front Lift Bins from the Mingenew Transfer Station site, and the disposal of that waste.

### General Refuse Kerbside Collection and Disposal

The service includes the weekly collection, and disposal, of domestic and commercial refuse from approximately 232 Contractor supplied 240/120litre Mobile Garbage Bins, and 2 x 3.0m<sup>3</sup> Front Lift Bin from the Delivery Points in the designated collection areas.

### Mingenew Transfer Station Collection and Disposal

The service includes the fortnightly collection (and disposal) of up to 12 x 3m<sup>3</sup> Front Lift Bins from the Mingenew Transfer Station site.

### New/Additional Bins

The Principal will make every reasonable endeavour to promptly notify the Contractor of any need for new or additional Bins (and if advised by the tenement directly, replacement Bins). New and additional bins are to be supplied by the Contractor at no charge to the tenement or the Principal, to then be placed out for collection to be collected and disposed of by the Contractor. Payment of these extra services will be at the Contract Price and as from the first relevant Collection Day, provided the Principal does not direct that the Service is not to be provided for selected Bins.

### Ceased/Deleted Bins

The Principal will make every reasonable endeavour to promptly notify the Contractor of ceased/deleted Bin requirements to Delivery Points. The Contractor shall also assist where reasonably practical, and advise the Principal of Delivery Points where Bins are no longer put out for collection. A credit for these ceased/deleted services will be at the Contract Price and as from the first relevant Collection Day after notification occurs. The Contractor is to collect and remove Bins as per clause 4 of Schedule 3.

### Waste Disposal

The collected refuse from all locations is to be disposed of at an appropriately licenced and approved (by the Principal's Representative) waste management facility. There is no capacity to dispose of waste at the Mingenew Waste Disposal Site.

### Locked Bins

Where Bins (generally only in public places) are locked in position, the Contractor is required to relock the bins back into position after collection.

### Damaged Bins

The Contractor shall repair (where practical) any damaged Bins noticed during the collection process (as per clause 4 of Schedule 3). The Contractor shall replace any un-repairable Bins. The Principal is responsible for reimbursement to the Contractor of the cost of replaced bins as per Schedule 11 (Contract Price Schedule).

**Mobile Garbage Bins (MGB) Maintenance Services**

The Contractor will maintain the responsibility for the supply and delivery of any new or replacement MGB's.

**Special/One-Off Collection Services**

The Shire may make special requests for additional services for any of the above services such as collections for periodic community events (e.g. Mingenew Expo) however this will be via separate and individual service/cost agreements on a case by case basis.

## Schedule 11 – Contract Price Schedule

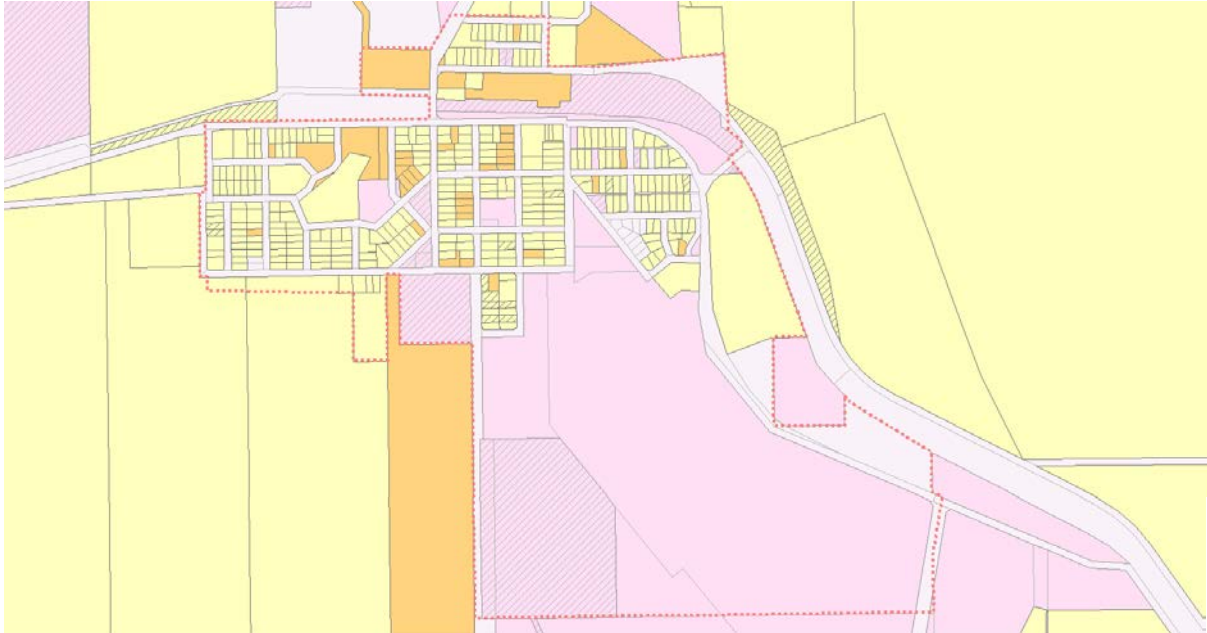
### ATTACHMENT 1 – PRICE SCHEDULE

Note - Below Schedule for information only, RFQ Schedule of Rates from successful Contractor to be inserted prior to Contract execution.

<b>SHIRE OF MINGENEW SUPPLY OF WASTE DISPOSAL REQUEST FOR QUOTATION (COLLECTION SERVICE) CONTRACT PRICE SCHEDULE</b>					
<b>Item</b>	<b>Service Category</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Collection Frequency</b>	<b>3 Year Initial Term + 2 Year Option  Unit Rate (Ex GST)</b>
1	Mingenew Residential and Commercial Collection	240lt	211	weekly	\$1.52
2	Mingenew Town-site Caravan Park, Sports Ground, Hall, Office and Parks, Street Collection	240/120/55lt	21	weekly	\$1.52
3	Mingenew Commercial Collection	1.5m <sup>3</sup> Bulk Bin	Nil presently	weekly/ fortnightly	\$17.58
4	Mingenew Commercial Collection	3m <sup>3</sup> Bulk Bin	1	weekly/ fortnightly	\$17.58
5	Mingenew Commercial Collection Service	4.5m <sup>3</sup> Bulk Bin	Nil Presently	weekly/ fortnightly	\$17.58
6	External to MingeneW Townsite –  (1) Drover's Rest (Mingenew-Morawa/ MingeneW-Mullewa Rd intersection); (2) Enanty Barn (Mullewa Road); (3) Depot Hill (Depot Hill Road); Yandanooka Townsite.	Domestic 240lt Collection	8 (approx.)	weekly	\$1.52
7	Bin Hire	1.5m <sup>3</sup> Bulk Bin	n/a	weekly	\$3.165
8	Bin Hire	3m <sup>3</sup> Bulk Bin	n/a	weekly	\$3.165
9	Bin Hire	4.5m <sup>3</sup> Bulk Bin	n/a	weekly	\$3.165
10	Mingenew Transfer Station	3m <sup>3</sup> Bulk Bins	For up to 12 bins	fortnight	\$286.92
11	Replacement (only) of 240lt Bins	/bin		As Required	\$60.00
12	Tipping Fee*	Rate/tonne as charged	Approx. 3.5t/week		<b>\$94.00/tonne</b>

\* Approximately 3.5tonnes per week removed.

## ATTACHMENT 2 – COLLECTION MAPS\*



\*Indicative plan of town-site collection areas of Mingenew. Note that as per Attachment 2, a small number of other collection points exist outside of these geographic areas.

## Schedule 12 – Variation Form

This Contract Variation Form serves to vary the Contract in accordance with the terms set out below. Unless specified, all terms and conditions of the Contract continue unaffected.

<b>Contract Number</b>		<b>Contract Title</b>			
<b>Variation Number:</b>		<b>Date of request</b>			
<b>Requestor</b>		<b>Phone</b>		<b>Email</b>	
<b>Direct Manager</b>		<b>Phone</b>		<b>Email</b>	
<b>Change Details</b>					
<b>Proposed implementation date</b>					
<b>Details of change (use attachments if required)</b>					
<b>Effect on services</b>					
<b>Implementation plan</b>					
<b>Effect on service charges</b>					
<b>Effect on performance criteria</b>					
<b>Effect on documentation</b>					
<b>Other relevant information</b>					

## Schedule 13 – System and Plan Requirements

Insert prior to Contract execution, any specific requirements for each of the OH&S Management System, EMS, EMP, Operational Plan and/or Quality System (whichever required in accordance with the General Contract Specifics).

## Executed as an agreement

### Principal

Signed for  
**Shire of Mingenew of 21 Victoria Street, Mingenew, WA, 6522 [ABN#41 454 990 790]** by its authorised representatives:

*sign here ►* \_\_\_\_\_  
Witness

*print name* **Erin Greaves** \_\_\_\_\_

*sign here ►* \_\_\_\_\_  
Chief Executive Officer

*print name* **NILS HAY** \_\_\_\_\_

---

### Contractor

Signed for  
**Cleanaway Operations Pty Ltd of Level 4, 441, St Kilda Road, Melbourne VIC 3004 [ABN# 40 010 745 383] ('Contractor')**.

by its representative

*sign here ►* \_\_\_\_\_  
Representative

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

**ATTACHMENT: 11.2**

**RFQ 2018/19(6) - Provision of Waste Collection and Disposal Services**

*Provided under separate, confidential cover*



**ATTACHMENT: 11.3**  
**Corporate Business Plan 2019-2023**

**SHIRE OF MINGENEW**  
**CORPORATE BUSINESS PLAN 2019-2023**

DRAFT

# CORPORATE VALUES AND VISION

## WHAT WE VALUE

Mingenew is forward thinking, is innovative and leads change for our community, people and industry.

We are passionate about our Shire and strive to create opportunities for people to belong and share this special place.

We focus on building and strengthening our relationships with each other and our region as our connections enable us to build our community.

We support each other to "have a go" and to use our initiative and drive to create new opportunities and knowledge for our community and other people.

We welcome all people of all generations to Mingenev and share our community so that people can belong and feel included and valued.

## VISION

Mingenew Shire is a safe, inclusive and connected community with a thriving local economy that provides opportunity for all to succeed.

## OUR PURPOSE

We are leaders in delivering services and development opportunities. We balance financial sustainability and community aspirations in partnership with our local community, partners and investors.

We acknowledge the traditional custodians of the land, the Yamatji people.

We cherish first nation's people and respect their connection to their land, cultural heritage and belief systems.

We value these ancient systems and understand they are thriving, evolving and will empower and enhance all members of the community.

# CONTENTS

What We Value .....	2
Vision .....	2
Our Purpose.....	2
<b>1. Foreword.....</b>	<b>4</b>
Message from the Chief Executive Officer .....	4
<b>2. Introduction .....</b>	<b>5</b>
Legislative Requirements.....	5
The Integrated Strategic Planning Framework.....	5
The Review Cycle .....	7
<b>3. Context.....</b>	<b>8</b>
Strategic Direction.....	8
1. Leading Mingenew .....	8
2. Love Living in Mingenew .....	9
3. Growing Mingenew .....	10
4. See You in Mingenew .....	10
5. Making Business Easy in Mingenew .....	11
Four-Year Priorities .....	12
<b>4. Delivery Plan.....</b>	<b>14</b>
Key Assumptions .....	14
Functional Responsibilities.....	15
Key Projects.....	16
<b>5. Resourcing and Budgetary forecasts.....</b>	<b>19</b>
Financial Profile.....	19
Revenue 2017/18.....	19
Expenditure by Program 2017/18.....	20
Expenditure by Nature and Type.....	20
Resourcing Requirements.....	21
<b>6. Links to Other Plans .....</b>	<b>35</b>
Workforce Plan.....	35
Long Term Financial Plan .....	35
Asset Management plan.....	35
<b>7. Risk Management.....</b>	<b>36</b>
<b>8. Measuring Our Performance .....</b>	<b>38</b>

# 1. FOREWORD

## MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

Welcome to the Shire of Mingenew's Corporate Business Plan 2019-2023.

It's exciting to be able to deliver this document on the back of a well-engaged Strategic Community Planning process, through which we were able to deliver an updated 10-year vision for our Shire. This document seeks to operationalise the first four years of that journey as we seek to grow our Shire, enhance opportunities and deliver more for our community and stakeholders.

The Corporate Business Planning Process also comes with some additional challenges that the development of a visionary document does not:

- Balancing limited resources across projects and programs
- Ensuring that the Shire continues to deliver its day-to-day services in addition to any new projects, noting that much of the Shire's capacity is currently spent on Business as Usual activities
- Maintaining awareness that new projects and programs – once delivered – come with a whole-of-life cost (operations, maintenance, depreciation), and factoring this in to resourcing calculations
- Aligning the remainder of the Shire's Integrated Planning Framework with this document and the updated Strategic Community Plan

For a small local government (in terms of area, population, budget and staff size) the successful delivery of our Strategic Community Plan is going to mean:

- Careful consideration of resourcing, as trade-offs will likely be necessary to deliver some of what is required
- Ensuring that we seek out and maximise external funding and assistance wherever possible – potentially delaying delivery of some projects until appropriate co-funding can be secured
- Maintaining strong networks within State Government and other funding bodies to ensure that we are aware of upcoming grant opportunities, and have enough planning in place to take advantage of them when they arise
- Where possible and appropriate outsourcing the delivery of some projects or initiatives to other groups better resourced to deliver this; this may include local clubs and committees, not-for-profit organisations, social enterprises and other government agencies

It has also been noted, through the Strategic Community Planning process that a number of the community's desires are outside the purview of local government to deliver (e.g. health or education services). This does not mean that they will be ignored, rather than the Shire's role in these areas is going to be one of lobbying and partnering with outside organisations rather than taking direct unilateral action.

Despite the challenges which face us, this is a time for optimism. We have a modern Strategic Community Plan, developed in concert with our engaged and enthusiastic community and supportive regional stakeholders. With this document we now also have a path forward to start to deliver on that ten-year vision. There will inevitably be obstacles and difficult choices along the way, but the outcomes will have a transformative effect on our Shire and pave the way for further growth and prosperity into the future.

*Nils Hay, Chief Executive Officer*

## 2. INTRODUCTION

### LEGISLATIVE REQUIREMENTS

In 2011, the Department of Local Government introduced its Integrated Planning and Reporting Framework to standardise and guide strategic and corporate business planning across the Western Australian local government sector.

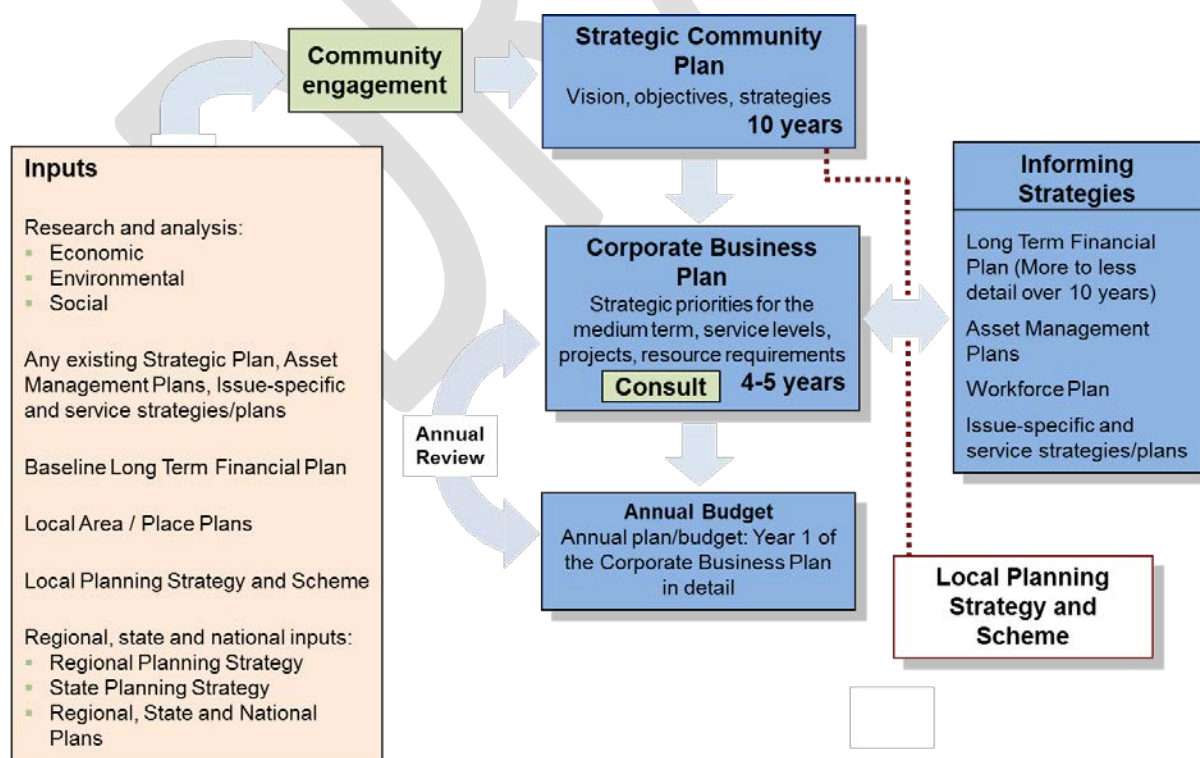
All local governments are legally required to develop a Strategic Community Plan and Corporate Business Plan to fulfil the statutory obligations of section 5.56 of the Local Government Act 1995, which is to effectively “plan for the future”.

Under the Local Government (Administration) Regulations 1996, a Corporate Business Plan is required to:

- Set out, consistently with any relevant priorities set out in the strategic community plan for the district, a local government’s priorities for dealing with the objectives and aspirations of the community in the district; and
- Govern a local government’s internal business planning by expressing a local government’s priorities by reference to operations that are within the capacity of the local government’s resources; and
- Develop and integrate matters relating to resources, including asset management, workforce planning and long-term financial planning.

The Shire’s Corporate Business Plan 2019–2023 aims to fulfil these obligations, as well as demonstrate leadership and best practice in operational planning within the local government industry.

### THE INTEGRATED STRATEGIC PLANNING FRAMEWORK



The framework has the following elements:

- 10-year Strategic Community Plan (SCP) which outlines our vision for the future, our values and our strategic goals. An updated SCP by Council in May 2019. The next minor review is due in 2021.
- A 4-year Corporate Business Plan (CBP) which details what we will do to implement the Strategic Community Plan. This document details the key projects and resources required to deliver on the next four years of the Strategic Community Plan and details the planned project outputs/outcomes, estimated project costs, risks, sources of funds, project schedule and resources required to implement projects.
- An Asset Management Plan (AMP) which enables the Shire to plan and manage the assets so that the community's aspirations can be reached. It is based upon 'whole of life' and 'whole of organisation' approaches and the effective identification and management of risks associated with the use of assets. The Shire of Mingenew's Asset Management Plan was last updated in April 2019.
- 10-year Long-Term Financial Plan (LTFP) which is a high-level document that indicates the Shire's long-term financial sustainability, allows for early identification of financial issues and their longer term impacts, and shows the financial impacts of plans and strategies. Upon endorsement of this Corporate Business Plan, the LTFP will be updated to reflect any changes.
- A Workforce Plan which will analyse the operational capacity of the Shire, contrast that to the strategic needs created by the plans, and identify the capacity, skills and knowledge gaps and how to address them. The Shire's Workforce Plan (2013-2017) is out of date and is scheduled to be updated by the end of 2019.
- An Annual Financial Budget which will record the planned activities and expenditure for each year; and
- An Annual Report which provides the community with a detail account of what has been achieved each year and progress made towards the Performance Targets and achievement of Corporate Business Plan.

## THE REVIEW CYCLE

The Integrated Planning Framework should consist of linked documents which evolve to reflect changes in organisation and community. For this reason, each document is subject to a review cycle. The recent major review of the Strategic Community Plan and development of this new Corporate Business Plan will have flow-on impacts on the Shire's other Planning Documents. Over the life of this Corporate Business Plan, it is intended that all documents are reviewed as required, and the Shire's Integrated Planning Framework – which is currently imperfectly aligned – becomes more closely linked.

Our planned review cycle sees that alignment improve over Financial Year 2019/20 and aims to have a fully aligned and updated set of integrated planning documents in place for the 2021 Minor Strategic Review.

Document	Next Review	Nature of Review
<b>Workforce Plan</b>	By December 2019	Review and revision in light of new SCP and CBP
<b>Long Term Financial Plan</b>	By February 2020	Review and revision in light of new SCP, CBP and Workforce Plan
<b>Asset Management Plan</b>	By April 2020	Update to reflect any changes from new SCP, CBP, Workforce Plan or LTFP
<b>Corporate Business Plan</b>	By June 2020	Annual Review; Report on outcomes for Year 1, Develop budget for Year 2, minor revisions as necessary. Incorporate any changes from Workforce Plan and LTFP Reviews
<b>Workforce Plan</b>	December 2020	Annual Review
<b>Long Term Financial Plan</b>	February 2021	Annual Update
<b>Asset Management Plan</b>	April 2021	Annual Review
<b>Strategic Community Plan &amp; Corporate Business Plan</b>	By June 2021	Minor strategic review; primarily a desktop exercise and focused on resetting the Corporate Business Plan with consequential amendments to the core informing strategies as required.
<b>Workforce Plan</b>	December 2021	Annual Review
<b>Long Term Financial Plan</b>	February 2022	Annual Update
<b>Asset Management Plan</b>	April 2022	Annual Review
<b>Corporate Business Plan</b>	By June 2022	Annual Review; Report on outcomes for Year 3, Develop budget for Year 4, minor revisions as necessary. Incorporate any changes from Workforce Plan, LTFP and AMP Reviews
<b>Workforce Plan</b>	December 2022	Annual Review
<b>Long Term Financial Plan</b>	February 2023	Annual Update
<b>Asset Management Plan</b>	April 2023	Annual Review
<b>Strategic Community Plan and Corporate Business Plan</b>	By June 2023	Major Strategic Review; re-engages with the community on the vision and key choices for the coming ten and four years.



### 3. CONTEXT

#### STRATEGIC DIRECTION

The Strategic Community Planning process undertaken in late 2018 and early 2019 has provided Council with an overall strategic direction for the following decade.

Our strategy is based upon five pillars, which together seek to grow and enhance the economy, population, liveability and attractiveness of Mingenew, as well as improving the operations of the Shire of Mingenew as an organisation. These pillars are outlined below.

#### 1. LEADING MINGENEW

**Goal:** Council will provide accountable and transparent leadership with the Community to deliver on the Strategic Community Plan

	Strategies /Actions:	Councils Role	Partners
1.1 Infrastructure	1.1.1 Provide and support cost effective transport networks	Manage	Regional, State and Federal Stakeholders
	1.1.2 Provide buildings, facilities and services to meet community needs	Manage	Community
	1.1.3 Protect and promote the Shire's diverse culture and heritage	Manage	Community
1.2 Capability	1.2.1 Manage organisation in a financially sustainable manner	Manage	Community, regional and State Stakeholders
	1.2.2 Enhance open and trusting communication between Council and the community, and deliver high quality services in partnership with external stakeholders	Manage	
	1.2.3 Provide sound corporate governance of Shire and create an attractive work environment	Manage	
	1.2.4 Seek innovative ways to improve organisational efficiency and effectiveness	Manage	
1.3 Compliance	1.3.1 Provide a high level of compliance with external regulation, in a resource-efficient manner	Manage	
	1.3.2 Provide services and processes to enhance public safety	Manage	Community, regional and State Stakeholders
1.4 Resource Management	1.4.1 Manage and protect water resources and infrastructure	Manage	Regional and State Stakeholders
	1.4.2 Manage and reduce waste	Manage	Community, Regional and State Stakeholders
	1.4.3 Adapt to and mitigate climate change drivers	Manage	Community, Regional, State, Federal and Global Stakeholders

## 2. LOVE LIVING IN MINGENEW

**Goal:** Develop health care and recreation services for all the community to ensure the well-being and health of all age groups within the community.

	Strategies /Actions:	Council's Role	Partners
2.1 Health	2.1.1 Develop healthcare services improve to enable aging in place for the community	Support	Regional Health and Aged Care providers
	2.1.2 Develop healthcare and recreation services for all the community to ensure the well-being and health of all age groups within the community	Support	Community, Regional Health and social enterprises
2.2 Education	2.2.1 Develop childcare service to full time full day care model	Support	Childcare Committee
	2.2.2 Support planning for access to quality education services, including transport planning	Facilitate	Dept of Transport, Community
2.3 Culture & Heritage	2.3.1 Develop arts spaces and programs to enliven community spaces and deepen experiences of visitors and community	Investigate and support	Community Groups, Regional Social Enterprises
	2.3.2 Capture more value from tourism - build local experiences and products, tourism infrastructure and connections, build new day trip and tour markets	Develop	Australia's Coral Coast, Golden Outback, MWDC, MWCCI, Wildflower Country
	2.3.3 Enhance our natural and built environment and promote and protect the history and heritage within Mingenew	Support and manage	Community Groups
2.4 Sense of Community	2.4.1 Support community volunteers to maximise impact of their contributions	Facilitate	Community Groups
	2.4.2 Continue programs to improve the look and feel of the community public spaces, places and services to support an active and inclusive lifestyle	Manage	Council Works Department, Tourism and Promotions Committee

### 3. GROWING MINGENEW

**Goal:** Develop key enabling and underpinning investments to grow the community to a population of 500 by 2029

	Strategies /Actions:	Council's Role	Partners
3.1 Housing	3.1.1 Ensure pipeline of land available for development	Manage	Landcorp
	3.1.2 Develop local housing market (support new business model)	Investigate and support	Dept Housing, Local entrepreneurs
3.2 Development	3.2.1 Central business/community hub development	Develop	Community Groups Social Enterprises
	3.2.2 Light Industrial development (incubator) and land development and actively attract light industrial businesses	Develop	Landcorp, MWDC
	3.2.3 Build capacity for global impact agricultural research and development program supported by training & education model	Support	MIG, GGA, CSIRO Social enterprises
	3.2.4 Value capture/creation for agriculture (build on assets + capabilities)	Investigate and support	Local entrepreneurs
	3.2.5 Investigate opportunities for renewable energy generation	Investigate and support	MWDC, Energy Suppliers
	3.2.6 Develop space industry opportunities	Investigate and support	Space industry operators, DPIRD, JTSI

### 4. SEE YOU IN MINGENEW

**Goal:** Attract visitors to Mingenew by making it a highly desirable and dynamic place to visit and live resulting in an increase in population

	Strategies /Actions:	Council's Role	Partners
4.1 Diversity of Accommodation	4.1.1 Development of existing and future diverse accommodation options for business travellers and tourism	Facilitate	Local Entrepreneurs and businesses
4.2 Events	4.2.1 Facilitate the sustainability and growth of existing community and regional events, and encourage new ones to develop	Support	Community Groups Local and regional event organisers
4.3 Tourism Assets	4.3.1 Continue and deepen Tourism promotion and development and "see you in Mingenew" campaign	Manage	Tourism and Promotions Committee
	4.3.2 Support development of Tourism infrastructure to support deepening of local product	Investigate and support	Local community groups
	4.3.3 Capture more value from tourism – build local experiences and products, including astrotourism, farm tourism and food tourism	Support	Local businesses Local entrepreneurs Tourism and



## 5. MAKING BUSINESS EASY IN MINGENEW

**Goal:** Ensure Mingenew is supporting local businesses to grow and maintain employment within the community

	Strategies /Actions:	Council's Role	Partners
5.1 Digital capacity	5.1.1 Support Digital infrastructure development and capacity in town	Investigate and support	DPRID, Telecommunications providers, MWDC, Supernet
	5.1.1 Support digital infrastructure and capacity on farms and rural areas	Investigate and support	DPIRD, Supernet
5.2 Economic Development	5.2.1 Support sustainable local banking model to develop	Facilitate	Banking and Finance organisations
	5.2.2 Enable small business support services to assist local businesses to grow	Support	Small business support providers
	5.2.3 Ensure pipeline of light industrial land available for development	Manage	Landcorp

While the Strategic Community Plan provides a 10-year vision, this plan only covers four years. As such, not everything outlined above will be – or can realistically be – delivered within the lifetime of this plan.

As this is the first CBP to deliver upon the new SCP we have selected items which are:

- Already partially or fully planned
- Have been strongly prioritised through the SCP process
- Will deliver internal efficiencies and improvements to the Shire organisation, improving our overall ability to function and deliver projects and services

The next section outlines those Strategies/Actions which will be delivered against in this CBP.

## FOUR-YEAR PRIORITIES

From that list, the following areas (highlighted) have been identified for focus in the four years of this Corporate Business Plan.

Strategy	Priority Area	Strategy/Action
Leading Mingenew	1.1 Infrastructure	1.1.1 Provide and support cost effective transport networks
		1.1.2 Provide buildings, facilities and services to meet community needs
		1.1.3 Protect and promote the Shire's diverse culture and heritage
	1.2 Capability	1.2.1 Manage organisation in a financially sustainable manner
		1.2.2 Enhance open and trusting communication between Council and the community, and deliver high quality services in partnership with external stakeholders
		1.2.3 Provide sound corporate governance of Shire and create an attractive work environment
		1.2.4 Seek innovative ways to improve organisational efficiency and effectiveness
	1.3 Compliance	1.3.1 Provide a high level of compliance with external regulation, in a resource-efficient manner
		1.3.2 Provide services and processes to enhance public safety
	1.4 Resource Management	1.4.1 Manage and protect water resources and infrastructure
		1.4.2 Manage and reduce waste
		1.4.3 Adapt to and mitigate climate change drivers
Love Living in Mingenew	2.1 Health	2.1.1 Develop healthcare services improve to enable aging in place for the community
		2.1.2 Develop healthcare and recreation services for all the community to ensure the well-being and health of all age groups within the community
	2.2 Education	2.2.1 Develop childcare service to full time full day care model
		2.2.2 Support planning for access to quality education services, including transport planning
	2.3 Culture & Heritage	2.3.1 Develop arts spaces and programs to enliven community spaces and deepen experiences of visitors and community
		2.3.2 Capture more value from tourism – build local experiences and products, tourism infrastructure and connections, build new day trip and tour markets
		2.3.3 Enhance our natural and built environment and promote and protect the history and heritage within Mingenew
	2.4 Sense of Community	2.4.1 Support community volunteers to maximise impact of their contributions
		2.4.2 Continue programs to improve the look and feel of the community public spaces, places and services to support an active and inclusive lifestyle

Strategy	Priority Area	Strategy/Action
<b>Growing Mingenew</b>	3.1 Housing	3.1.1 Ensure pipeline of land available for development
		3.1.2 Develop local housing market (support new business model)
	3.2 Development	3.2.1 Central business/community hub development
		3.2.2 Light Industrial development (incubator) and land development and actively attract light industrial businesses
		3.2.3 Build capacity for global impact agricultural research and development program supported by training & education model
		3.2.4 Value capture/creation for agriculture (build on assets + capabilities)
		3.2.5 Investigate opportunities for renewable energy generation
		3.2.6 Develop space industry opportunities
<b>See You in Mingenew</b>	4.1 Diversity of Accommodation	4.1.1 Development of existing and future diverse accommodation options for business travellers and tourism
	4.2 Events	4.2.1 Facilitate the sustainability and growth of existing community and regional events, and encourage new ones to develop
	4.3 Tourism Assets	4.3.1 Continue and deepen Tourism promotion and development and “see you in Mingenew” campaign
		4.3.2 Support development of Tourism infrastructure to support deepening of local product
		4.3.3 Capture more value from tourism – build local experiences and products, including astrotourism, farm tourism and food tourism
<b>Making Business Easy in Mingenew</b>	5.1 Digital Capacity	5.1.1 Support Digital infrastructure development and capacity in town
		5.1.2 Support digital infrastructure and capacity on farms and rural areas
	5.2 Economic Development	5.2.1 Support sustainable local banking model to develop
		5.2.2 Enable small business support services to assist local businesses to grow
		5.2.3 Ensure pipeline of light industrial land available for development

## **4. DELIVERY PLAN**

### **KEY ASSUMPTIONS**

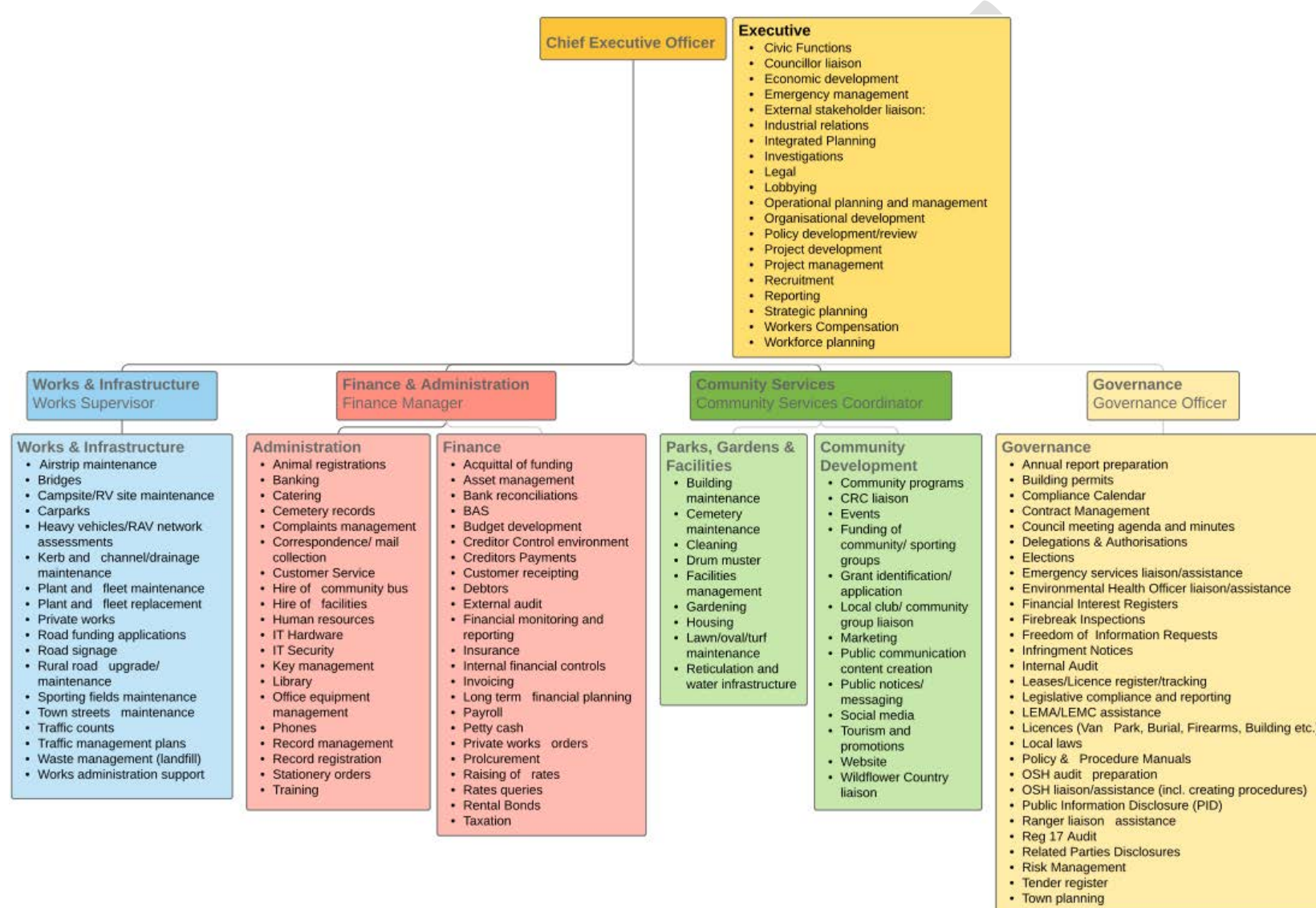
The Corporate Business Plan operationalises the Strategic Community Plan. It is acknowledged that the achievement of the Corporate Business Plan will in part, be dependent on several key assumptions as follows:

- No significant increases or decreases in income; either through rates or external funding.
- No major personnel changes in first two years. Current CEO is contracted to July 2021.
- Population is expected to remain steady
- Ongoing community engagement and support
- Council approval of projects will be forthcoming
- Ongoing involvement from local and regional partners and stakeholders

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## FUNCTIONAL RESPONSIBILITIES

Local Government Organisations perform a complex role. The Shire of Mingenew's functional responsibilities are shared through the organisation as follows:





## KEY PROJECTS

Based upon the Four Year Priorities identified above, the following projects have been selected for delivery within the life of the current Plan (2019-2023)

Strategy/Action	Project
1.1.1 Provide and support cost effective transport networks	1.1.1a 5-year road maintenance/construction program
	1.1.1b Coalseam Bridge upgrade
	1.1.1c Yarragadee Bridge upgrade
	1.1.1d Philip Street Parking Upgrade
	1.1.1e Completion of town street sealing
	1.1.1f Investigation of potential road realignment to support future CBH activity and address stacking distance issues at rail crossings
1.1.2 Provide buildings, facilities and services to meet community needs	1.1.2a Mingenew Railway Station Restoration
	1.1.2b Mingenew Town Hall Redevelopment
	1.1.2c Audit and reseal of town carparks
1.2.1 Manage organisation in a financially sustainable manner	1.2.1a Long Term Financial Plan Update
	1.2.1b Update Asset Management Plan
	1.2.1c Maintain and Implement Internal Audit Plan
1.2.2 Enhance open and trusting communication between Council and the community, and deliver high quality services in partnership with external stakeholders	1.2.2a Engage with public on review of road construction and maintenance plan
	1.2.2b Conduct community satisfaction survey/s
1.2.3 Provide sound corporate governance of Shire and create an attractive work environment	1.2.3a Update and implement Workforce Plan
	1.2.3b Build HR policy and procedure framework
	1.2.3c Continue to remunerate staff competitively
	1.2.3d Investigate corporate membership of LG Professionals to allow reduced cost access to training and networking opportunities for staff
	1.2.3e Partnership with LGIS to receive Regional Risk Coordinator and OSH support
1.2.4 Seek innovative ways to improve organisational efficiency and effectiveness	1.2.4a = 1.2.3a
	1.2.4b Review and upgrade ICT environment
1.3.2 Provide services and processes to enhance public safety	1.3.2a CCTV monitoring for key areas of town
	1.3.2b Road Safety Audits on emerging key transport routes

Strategy/Action	Project
1.4.2 Manage and reduce waste	1.4.2a Transition from landfill to transfer station
	1.4.2b Removal of asbestos from Mingenew Common
	1.4.2c Implementation of Container Deposit Scheme
2.1.1 Develop healthcare services improve to enable aging in place for the community	2.1.1a Installation of exercise equipment at Autumn Centre
	2.1.1b Ongoing lobbying of WACHS for installation of telehealth services in Mingenew
2.1.2 Develop healthcare and recreation services for all the community to ensure the well-being and health of all age groups within the community	2.1.2a = 2.1.1b
	2.1.2b Continue to engage with WACHS, Silver Chain, Mid West Aero Medical and other health providers to support the delivery of quality medical services in the Shire
2.2.1 Develop childcare service to full time full day care model	2.2.1a Continue to support Mingenew CRC in ongoing improvement of local childcare service delivery
2.3.1 Develop arts spaces and programs to enliven community spaces and deepen experiences of visitors and community	2.3.1a = 1.1.2a
	2.3.1b = 1.1.2b
	2.3.1c Engage with arts and cultural organisations to attract regional events held in Geraldton to hold satellite events in Mingenew
	2.3.1d Engage with arts and cultural organisations, such as the North Midlands Project, to encourage establishment of cultural hub in Mingenew
2.3.2 Capture more value from tourism – build local experiences and products, tourism infrastructure and connections, build new day trip and tour markets	2.3.2a Continue to support Tourism and Promotions Committee in delivery of tourist information services
	2.3.2b Engage in Wildflower Country projects designed to enhance regional tourism infrastructure
	2.3.2c Engage with tourism industry to support and encourage development of new local tourism products
2.4.1 Support community volunteers to maximise impact of their contributions	2.4.1a Annual roll-out of Community Assistance Scheme to support community projects
	2.4.1b Provision of grant writing training to assist community groups to source external funding
2.4.2 Continue programs to improve the look and feel of the community public spaces, places and services to support an active and inclusive lifestyle	2.4.2a Upgrade of garden beds with low maintenance plants, in accordance with expert advice
	2.4.2b Audit and upgrade of footpaths
	2.4.2c Upgrade of walking trails on Mingenew Hill
	2.4.2d Investigate and support consolidation of recreational facilities at Mingenew Recreation Centre
	2.4.2e Upgrade Playgrounds, including Bride Street Skate Park
3.1.1 Ensure pipeline of land available for development	3.1.1a Audit of local land holdings to determine current supply
	3.1.1b Investigation of promotional opportunities for local land

Strategy/Action	Project
3.1.2 Develop local housing market (support new business model)	3.1.2a Engage with stakeholders, including Department of Housing, to support development of local housing market
	3.1.2b Conduct audit of available housing in Shire
3.2.2 Light Industrial development (incubator) and land development and actively attract light industrial businesses	3.2.2a Revise and seek to implement (with appropriate external funding) existing project plan for light industrial incubator project
3.2.6 Develop space industry opportunities	3.2.6a Continue to engage with State and Federal governments and existing operators to improve infrastructure at Yarragadee site
4.3.1 Continue and deepen Tourism promotion and development and "see you in Mingenew" campaign	4.3.1a Maintain funding and support for See You In Mingenew campaign
	4.3.1b Actively seek for local business and relevant community groups to contribute to and share in campaign
4.3.2 Support development of Tourism infrastructure to support deepening of local product	4.3.2a = 2.3.2b, 2.3.2c
	4.3.2b Support community groups in endeavours to improve existing, or create new, tourist attractions
4.3.3 Capture more value from tourism – build local experiences and products, including astrotourism, farm tourism and food tourism	4.3.3a = 2.3.2a, 2.3.2c
	4.3.3b Maintain relationship with Astrotourism WA to assist to grow market in Mingenew
5.1.1 Support Digital infrastructure development and capacity in town	5.1.1a Plan, fund and install public Wi-Fi in Mingenew town centre
5.1.2 Support digital infrastructure and capacity on farms and rural areas	5.1.2a Continue to engage with, and support, Digital Farms project rollout
	5.1.2b = 3.2.6a
	5.1.3b Continue to lobby for improved mobile telephone coverage throughout the Shire
5.2.2 Enable small business support services to assist local businesses to grow	5.2.2a Continue to engage with MWCCI and RSM Business Local to draw services into Mingenew
	5.2.2b Support efforts to establish small business incubator or shared working space in Mingenew
5.2.3 Ensure pipeline of light industrial land available for development	5.2.3a Conduct audit of available light industrial land, with view to identifying areas for expansion
	5.2.3b = 3.2.2a

## 5. RESOURCING AND BUDGETARY FORECASTS

### FINANCIAL PROFILE

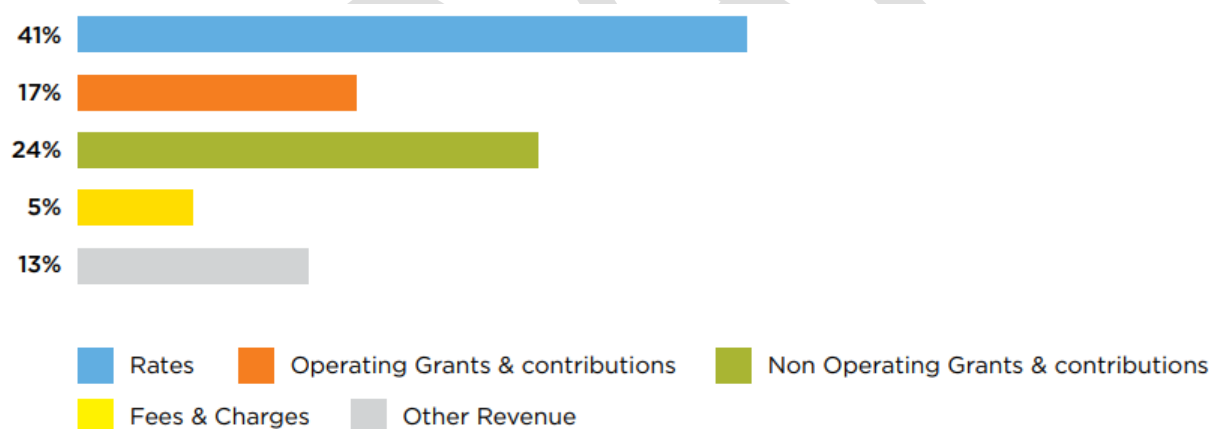
The Shire of Mingenew has developed a long-term financial plan which highlights the financial drivers for the Shire. It is important to understand this background to understand the constraints to achieve the Strategic Vision for the community.

The financial resources of the Council are limited, and financial decisions need to be made annually when the budget is set. The Shire should, and does, seek external funding to leverage its own resources where possible.

This does not preclude the Shire making longer term investments towards Strategic Projects the Shire and community wish to be undertaken. This could be undertaken by making strategic reserve commitments annually or undertaking a program of debt based upon need.

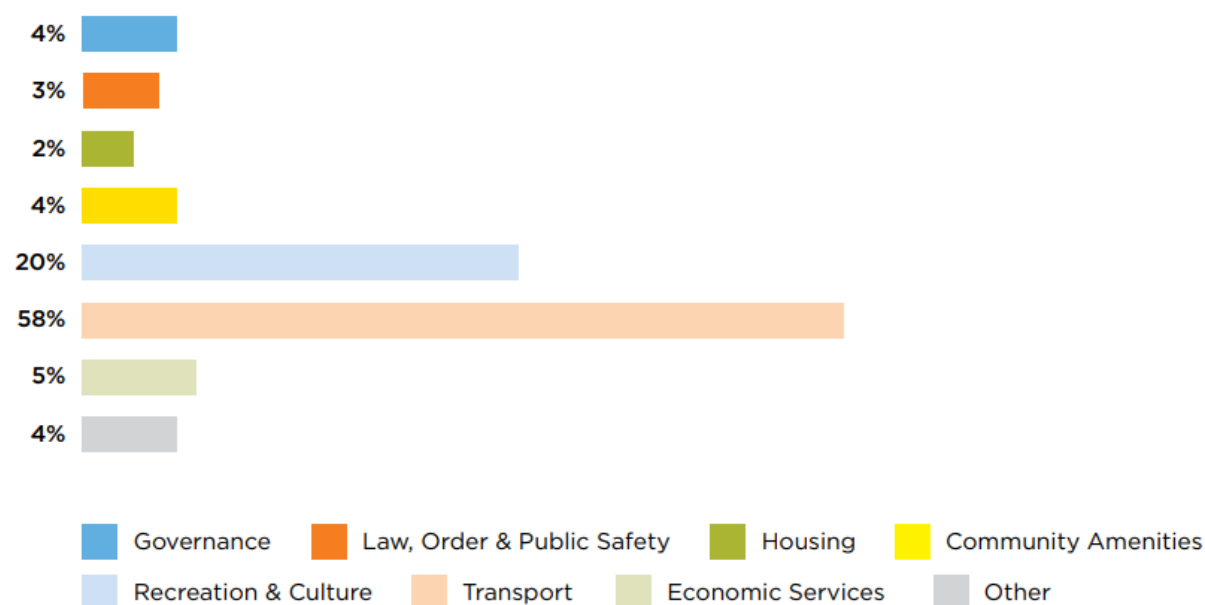
Debt may form a component of the Councils capital structure and utilised to enable key projects to be delivered over the next 10 years. The least preferred option is to raise rates.

### REVENUE 2017/18



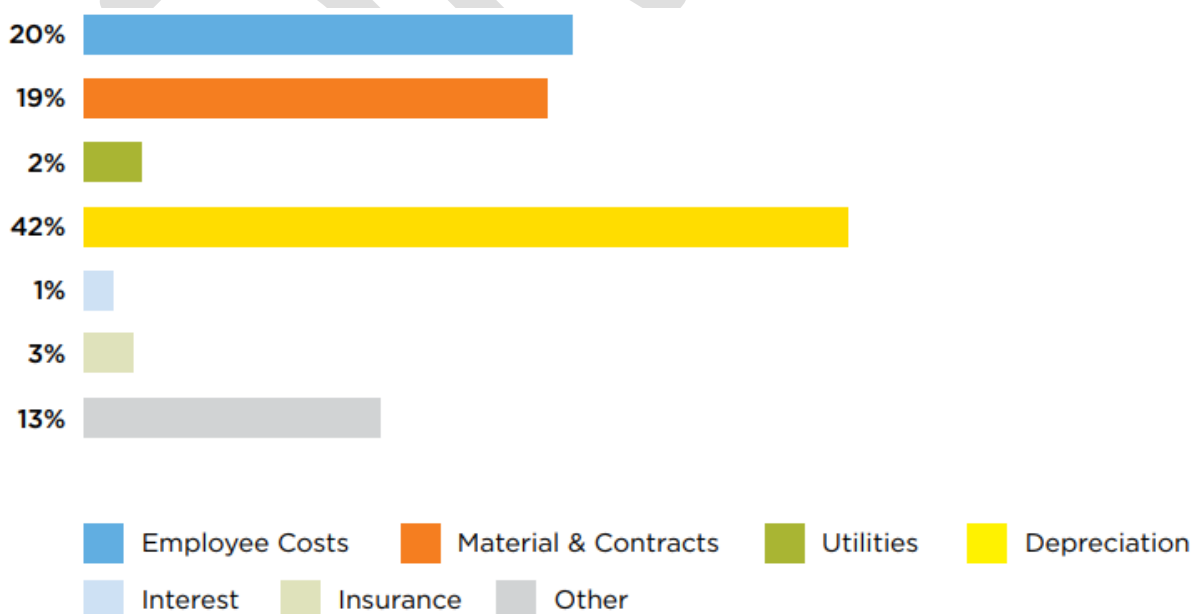
The revenue generated by the Shire is spent providing infrastructure and services for the community. The Shire provides many services including maintaining and improving roads, parks and gardens, leisure services and other community projects. A significant amount of the Shire's resources (78%) are spent on maintaining road infrastructure and the provision of recreation services.

## EXPENDITURE BY PROGRAM 2017/18



When comparing the breakdown of these costs by nature and type, a significant 42% of all operating expenditure is attributed to depreciation charges. Depreciation is a noncash item and is attributed to the Shire having in excess of \$48m worth of assets, of which 72% is attributed to the Shire's road network and other related infrastructure whilst a further 24% is attributed to Property, Plant & Equipment. Other significant expenditure includes Employee Costs (20%), Materials & Contracts (19%) and Other Expenditure (13%). As with Revenue the majority of these Other Expenditure costs are attributed to police licensing costs.

## EXPENDITURE BY NATURE AND TYPE



## RESOURCING REQUIREMENTS

The table below outlines the resourcing requirements for the chosen projects over the coming four years, noting the type of activity required, the key people required to deliver the activity and relevant financial considerations.

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
1.1.1a 5-year road maintenance/ construction program	Activity	Deliver	Review	Review	Review	Plan nearing completion.
	Key Parties	CEO / WS; Engineering Consultant	CEO / WS	CEO / WS	CEO / WS	
	Financial	\$2,000 (GL0502)	Operating budget	Operating budget	Operating budget	
1.1.1b Coalseam Bridge upgrade	Activity	Plan	Deliver	Maintain	Maintain	Shire to assist with public communications and hold MRWA funds in restricted funds.
	Key Parties	MRWA	MRWA	Roadworks Crew	Roadworks Crew	
	Financial	MRWA to fund	MRWA to fund	Operating budget	Operating budget	
1.1.1c Yarragadee Bridge upgrade	Activity	Plan	Deliver	Maintain	Maintain	Shire to assist with public communications and hold MRWA funds in restricted funds.
	Key Parties	MRWA	MRWA	Roadworks Crew	Roadworks Crew	
	Financial	MRWA to fund	MRWA to fund	Operating budget	Operating budget	
1.1.1d Philip Street Parking Upgrade	Activity	Plan	Deliver	Maintain	Maintain	Shire to seek to access Roads to Recovery funding for the delivery of this work
	Key Parties	CEO / WS; Engineering Consultant	Roadworks Crew; seal contractor	Roadworks Crew	Roadworks Crew	
	Financial	Operating budget; GL0502 for any required external design	Town streets budget; Roads to Recovery funding	Operating budget	Operating budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
1.1.1e Completion of town street sealing	Activity	Plan	Deliver	Deliver	Maintain	Shire to seek to access Roads to Recovery funding for the delivery of this work
	Key Parties	CEO / WS	Roadworks Crew; seal contractor	Roadworks Crew; seal contractor	Roadworks Crew	
	Financial	Operating budget	Town streets budget; Roads to Recovery funding	Town streets budget; Roads to Recovery funding	Operating budget	
1.1.1f Investigation of potential road realignment to support future CBH activity and address stacking distance issues at rail crossings	Activity	Plan	Plan/ Fund	Plan/ Fund	Deliver	Project to undergo community consultation during 2019/20 to determine future path.
	Key Parties	CEO, CBH, MRWA	CEO, CBH, MRWA	CEO, CBH, MRWA	CEO, CBH, MRWA	
	Financial	\$30,000 (GL0132)	TBD	TBD	TBD	
1.1.2a Mingenew Railway Station Restoration	Activity	Plan/Fund	Deliver	Maintain	Maintain	Project to be scoped and planned, ideally also funding obtained, through FY19/20
	Key Parties	CEO, CDO, Community Reference Group	CEO, CDO	Parks, Gardens & Facilities Team	Parks, Gardens & Facilities Team	
	Financial	Operating budget; \$20,000 (GL3054)	TBD; Lotterywest funding to be sought	Operating budget	Operating budget	
1.1.2b Mingenew Town Hall Redevelopment	Activity	Plan	Fund	Deliver	Maintain	Project options to be developed and costed before being returned to community for endorsement.
	Key Parties	CEO, CDO, Building consultant	CEO, CDO	CEO, CDO, Construction contractors	Parks, Gardens & Facilities Team	
	Financial	\$10,000 (GL2434)	TBD; Lotterywest funding to be sought	TBD; Lotterywest funding to be sought	Operating budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
1.1.2c Audit and reseal of town carparks	Activity	Plan	Deliver	Maintain	Maintain	Project to be scoped in FY19/20
	Key Parties	WS	Roadworks Crew; seal contractor	Roadworks Crew	Roadworks Crew	
	Financial	Operating budget	Capital works budget	Operating budget	Operating budget	
1.2.1a Long Term Financial Plan Update	Activity	Deliver	Review	Review	Review	LTFP to be updated following adoption of FY19/20 budget
	Key Parties	FM	FM, ARC	FM, ARC	FM, ARC	
	Financial	Operating budget, \$2,000 (GL0502)	Operating budget	Operating budget	Operating budget	
1.2.1b Update Asset Management Plan	Activity	Deliver	Review	Review	Review	AMP was reviewed in FY18/19, minor updates will occur through following years in wake of updated valuation data and associated adjustments
	Key Parties	CEO, FM	FM, ARC	FM, ARC	FM, ARC	
	Financial	Operating budget, \$2,000 (GL0502)	Operating budget	Operating budget	Operating budget	
1.2.1c Maintain and Implement Internal Audit Plan	Activity	Deliver	Deliver	Deliver	Review	3-year Plan adopted in FY18/19
	Key Parties	CEO, GO, ARC	CEO, GO, ARC	CEO, GO, ARC	CEO, GO, ARC	
	Financial	Operating budget	Operating budget	Operating budget	Operating budget	
1.2.2a Engage with public on review of road construction and maintenance plan	Activity	Deliver		Deliver		
	Key Parties	CEO, CDO, WS, Community		CEO, CDO, WS, Community		
	Financial	Operating budget		Operating budget		
1.2.2b Conduct community satisfaction survey/s	Activity	Plan	Deliver	Plan	Deliver	
	Key Parties	CDO	CDO	CDO	CDO	



Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
	Financial	Operating Budget	Operating Budget; project allocation required	Operating Budget	Operating Budget; project allocation required	Biennial Community Satisfaction Surveys to be delivered
1.2.3a Update and implement Workforce Plan	Activity	Deliver	Review	Review	Review	Updated workforce plan scheduled for delivery by December 2019
	Key Parties	CEO, GO, Council	CEO, GO	CEO, GO	CEO, GO	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
1.2.3b Build HR policy and procedure framework	Activity	Deliver	Review	Review	Review	To be developed as part of Internal Audit Plan
	Key Parties	GO	GO	GO	GO	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
1.2.3c Continue to remunerate staff competitively	Activity	Review	Review	Review	Review	Improved Policy framework around staff remuneration to be developed as part of HR Policy framework
	Key Parties	CEO	CEO	CEO	CEO	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
1.2.3d Investigate corporate membership of LG Professionals to allow reduced cost access to training and networking opportunities for staff	Activity	Plan	Maintain	Maintain	Maintain	Membership benefits to be assessed; if it would yield a net benefit to Shire membership will be sought
	Key Parties	CEO	CEO	CEO	CEO	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
1.2.3e Partnership with LGIS to receive Regional Risk Coordinator and OSH support	Activity	Maintain	Maintain	Maintain	Maintain	Ongoing support, primarily in OSH space reducing need for internal resourcing of this function
	Key Parties	CEO, GO, WS, LGIS	CEO, GO, WS, LGIS	CEO, GO, WS, LGIS	CEO, GO, WS, LGIS	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
1.2.4b Review and upgrade ICT environment	Activity	Deliver	Deliver	Deliver	Deliver	Ongoing upgrade and improvement of Shire ICT, to improve internal security, efficiency and business continuity
	Key Parties	FM, ICT provider	FM, ICT provider	FM, ICT provider	FM, ICT provider	
	Financial	Operating Budget	Operating Budget; project allocation required	Operating Budget; project allocation required	Operating Budget; project allocation required	
1.3.2b Road Safety Audits on emerging key transport routes	Activity	Plan	Deliver	Plan	Deliver	Road Safety Audits to be utilised to inform potential Federal and State Black Spot funding applications
	Key Parties	WS, Engineering consultant	WS, Engineering consultant, MRWA	WS, Engineering consultant	WS, Engineering consultant, MRWA	
	Financial	Operating Budget	Operating Budget; project allocation required	Operating Budget	Operating Budget; project allocation required	
1.4.2a Transition from landfill to transfer station	Activity	Deliver	Maintain	Maintain	Maintain	Consultation to occur in FY19/20 to inform operating methodology for Transfer Station
	Key Parties	CEO, WS, Community	WS, Transfer Station Staff	WS, Transfer Station Staff	WS, Transfer Station Staff	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
1.4.2b Removal of asbestos from Mingenew Common	Activity	Plan	Deliver	Deliver	Deliver	Staged project to tidy Mingenew Common to allow for it to be repurposed in future as walking tracks and wildflower viewing area.
	Key Parties	CDO, Asbestos Waste Handler	CDO, Asbestos Waste Handler	CDO, Asbestos Waste Handler	CDO, Asbestos Waste Handler	
	Financial	Operating Budget	Operating Budget; project allocation required	Operating Budget; project allocation required	Operating Budget; project allocation required	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
1.4.2c Implementation of Container Deposit Scheme	Activity	Plan	Deliver	Maintain	Maintain	Final make-up of the Container Deposit Scheme for the Shire is unclear at present, it may become a potential project/funding source for a local community group.
	Key Parties	CEO, DWER	DWER	DWER, Shire or Community Group	DWER, Shire or Community Group	
	Financial	Operating Budget	Operating Budget; TBD	Operating Budget; TBD	Operating Budget; TBD	
2.1.1a Installation of exercise equipment at Autumn Centre	Activity	Deliver	Maintain	Maintain	Maintain	Project to support exercise options for older residents in Mingenew
	Key Parties	CDO, Physiotherapist	Parks, Gardens & Facilities Team	Parks, Gardens & Facilities Team	Parks, Gardens & Facilities Team	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
2.1.1b Ongoing lobbying of WACHS for installation of telehealth services in Mingenew	Activity	Lobby	Lobby	Lobby	Lobby	Continuation of existing lobbying and interaction with WACHS
	Key Parties	CEO, Council, State Politicians, Community Groups	CEO, Council, State Politicians, Community Groups	CEO, Council, State Politicians, Community Groups	CEO, Council, State Politicians, Community Groups	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
2.1.2b Continue to engage with WACHS, Silver Chain, Mid West Aero Medical and other health providers to support the delivery of quality medical services in the Shire	Activity	Lobby	Lobby	Lobby	Lobby	Continuation of existing lobbying and interaction with WACHS and other health providers
	Key Parties	CEO, CDO, Council, State Politicians, Community Groups	CEO, CDO, Council, State Politicians, Community Groups	CEO, CDO, Council, State Politicians, Community Groups	CEO, CDO, Council, State Politicians, Community Groups	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
2.2.1a Continue to support Mingenew CRC in ongoing improvement of local childcare service delivery	Activity	Support	Support	Support	Support	This item covers ongoing operation and maintenance. Additional support for discrete projects can be requested through Community Assistance Scheme (as happened in FY19/20).
	Key Parties	CDO, CRC	CDO, CRC	CDO, CRC	CDO, CRC	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
2.3.1c Engage with arts and cultural organisations to attract regional events held in Geraldton to hold satellite events in Mingenew	Activity	Plan	Deliver	Support	Support	Ongoing engagement to build upon Mingenew's (currently small) cultural and arts events calendar.
	Key Parties	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	
	Financial	Operating Budget	Operating Budget, project allocation potentially required	Operating Budget	Operating Budget	
2.3.1d Engage with arts and cultural organisations, such as the North Midlands Project, to encourage establishment of cultural hub in Mingenew	Activity	Plan	Deliver	Support	Support	Potentially linked to Railway Station Restoration project.
	Key Parties	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	CEO, CDO, Community Groups, Cultural Organisations	
	Financial	Operating Budget	Operating Budget, project allocation potentially required	Operating Budget	Operating Budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
2.3.2a Continue to support Tourism and Promotions Committee in delivery of tourist information services	Activity	Support	Support	Support	Support	This item covers ongoing operational support. Additional support for discrete projects can be requested through Community Assistance Scheme (as happened in FY19/20).
	Key Parties	CDO, T&P Committee	CDO, T&P Committee	CDO, T&P Committee	CDO, T&P Committee	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
2.3.2b Engage in Wildflower Country projects designed to enhance regional tourism infrastructure	Activity	Plan	Deliver	Plan	Deliver	FY19/20 project is Regional Trails Master Plan.
	Key Parties	CEO, Wildflower Country Inc.	CEO, Wildflower Country Inc.	CEO, Wildflower Country Inc.	CEO, Wildflower Country Inc.	
	Financial	Operating Budget, \$5,000 (GL4042)	External Funding (to be sourced)	Operating Budget, project allocation potentially required	External Funding (to be sourced)	
2.3.2c Engage with tourism industry to support and encourage development of new local tourism products	Activity	Lobby	Lobby	Lobby	Lobby	Ongoing promotion of the Shire of Mingenew to bodies like Australia's Coral Coast, Australia's Golden Outback, Tourism WA and WA Tourism Council, as well as encouragement of support for new/existing local operators.
	Key Parties	CEO, Council, Regional Tourism Organisations, Tourism WA, Local tourism businesses	CEO, Council, Regional Tourism Organisations, Tourism WA, Local tourism businesses	CEO, Council, Regional Tourism Organisations, Tourism WA, Local tourism businesses	CEO, Council, Regional Tourism Organisations, Tourism WA, Local tourism businesses	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
2.4.1a Annual roll-out of Community Assistance Scheme to support community projects	Activity	Deliver	Deliver	Deliver	Deliver	Annual grants program to assist community groups to fund projects. First implemented in FY19/20.
	Key Parties	CEO, CDO, Council	CEO, CDO, Council	CEO, CDO, Council	CEO, CDO, Council	
	Financial	1.5% of Rates Income	1.5% of Rates Income	1.5% of Rates Income	1.5% of Rates Income	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
2.4.1b Provision of grant writing training to assist community groups to source External Funding	Activity	Deliver		Deliver		Ongoing provision of support to local community groups to assist them to access External Funding sources for their activities.
	Key Parties	CDO, Community Groups		CDO, Community Groups		
	Financial	Operating budget		Operating Budget, project allocation potentially required		
2.4.2a Upgrade of garden beds with low maintenance plants, in accordance with expert advice	Activity	Plan	Deliver	Deliver	Deliver	Staged improvement of Shire gardens to reduce operational costs and improve visual amenity.
	Key Parties	Parks, Gardens & Facilities Crew, Horticulturalist	Parks, Gardens & Facilities Crew, Horticulturalist	Parks, Gardens & Facilities Crew	Parks, Gardens & Facilities Crew	
	Financial	Operating Budget	Operating Budget, project allocation potentially required	Operating Budget, project allocation potentially required	Operating Budget, project allocation potentially required	
2.4.2b Audit and upgrade of footpaths	Activity	Plan	Fund	Deliver	Maintain	Project to review and improve Mingenew's footpath infrastructure.
	Key Parties	WS, Infrastructure consultant	WS	Roadworks Crew, footpath contractor	Parks, Gardens & Facilities Crew	
	Financial	Operating Budget	Capital works budget, potential to seek External Funding	Capital works budget and/or External Funding	Operating budget	
2.4.2c Upgrade of walking trails on Mingenew Hill	Activity	Fund	Deliver	Maintain	Maintain	Land tenure matters presently being addressed to clear way for funding application preparation. Plans for project already completed.
	Key Parties	CEO, CDO, Funding bodies	CEO, Construction contractor	Parks, Gardens & Facilities Crew	Parks, Gardens & Facilities Crew	
	Financial	Project funding to be sought	Capital works budget and/or External Funding	Operating budget	Operating budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
2.4.2d Investigate and support consolidation of recreational facilities at Mingenew Recreation Centre	Activity	Plan	Fund	Deliver	Fund	Ongoing development of plans to consolidate the Shire's sporting facilities at the Recreation Centre, to reduce the cost of managing and maintaining multiple facilities spread over a wide area. A long-term project which will likely take place over several stages.
	Key Parties	CEO, Council, Sporting Groups	CEO, Council, Sporting Groups, funding bodies	CEO, Council, Sporting Groups, funding bodies	CEO, Council, Sporting Groups, funding bodies	
	Financial	Operating Budget	Operating Budget, External Funds	Capital Works Budget, External Funds	Operating Budget, External Funds	
2.4.2e Upgrade Playgrounds, including Bride Street Skate Park	Activity	Plan	Fund/Delivery	Maintain	Maintain	Improve amenity and function of local playgrounds, including Bride Street Skate Park to support outdoor recreation activities for local youth.
	Key Parties	CEO, CDO, Landscape architect	CEO, CDO, funding bodies, Construction contractor	Parks, Gardens & Facilities Crew	Parks, Gardens & Facilities Crew	
	Financial	Operating Budget; \$20,000 (GL2642)	Capital Works Budget, External Funds	Operating budget	Operating budget	
3.1.1a Audit of local land holdings to determine current supply	Activity	Deliver		Review		As part of ongoing process to determine available land supply and seek to encourage new development or redevelopment in Mingenew
	Key Parties	CEO		CEO		
	Financial	Operating Budget		Operating Budget		

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
3.1.1b Investigation of promotional opportunities for local land	Activity	Plan	Deliver		Deliver	As part of ongoing process to encourage the purchase and development of land in Mingenew.
	Key Parties	CEO	CEO		CEO	
	Financial	Operating Budget	Operating Budget; project allocation potentially required		Operating Budget; project allocation potentially required	
3.1.2a Engage with stakeholders, including Department of Housing, to support development of local housing market	Activity	Lobby	Lobby	Lobby	Lobby	Ongoing lobbying for assistance to address housing shortages and development challenges in Shire of Mingenew.
	Key Parties	CEO, Council, Department of Housing, State & Federal Govt	CEO, Council, Department of Housing, State & Federal Govt	CEO, Council, Department of Housing, State & Federal Govt	CEO, Council, Department of Housing, State & Federal Govt	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
3.1.2b Conduct audit of available housing in Shire	Activity	Deliver			Review	As part of ongoing process to determine available housing supply and seek to encourage new development or establishment of short and long-term rental property in the Shire.
	Key Parties	CEO, CDO, Community			CEO, CDO, Community	
	Financial	Operating Budget			Operating Budget	
3.2.2a Revise and seek to implement (with appropriate External Funding) existing project plan for light industrial incubator project	Activity	Plan	Fund	Deliver	Maintain	As part of effort to encourage establishment of new industrial businesses in Mingenew.
	Key Parties	CEO, State Govt	CEO, Funding Bodies	CEO, Relevant contractors	CEO	
	Financial	Operating Budget	Operating Budget	Capital Works Budget, External Funds	Operating Budget	



Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
3.2.6a Continue to engage with State and Federal governments and existing operators to improve infrastructure at Yarragadee site	Activity	Lobby	Lobby	Lobby	Lobby	Ongoing efforts to encourage additional infrastructure investment to support existing Space Industry in Mingenew and create growth conditions.
	Key Parties	CEO, MWDC, State & Federal Govt, Space Precinct Users	CEO, MWDC, State & Federal Govt, Space Precinct Users	CEO, MWDC, State & Federal Govt, Space Precinct Users	CEO, MWDC, State & Federal Govt, Space Precinct Users	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
4.3.1a Maintain funding and support for See You In Mingenew campaign	Activity	Deliver	Deliver	Deliver	Deliver	Continue to promote the Shire of Mingenew to intra- and inter-State markets.
	Key Parties	CEO, CDO, Marketing Consultant	CEO, CDO, Marketing Consultant	CEO, CDO, Marketing Consultant	CEO, CDO, Marketing Consultant	
	Financial	Operating Budget, (GL3912)	Operating Budget, project allocation required	Operating Budget, project allocation required	Operating Budget, project allocation required	
4.3.1b Actively seek for local business and relevant community groups to contribute to and share in campaign	Activity	Lobby	Lobby	Lobby	Lobby	Work with local businesses and relevant community groups to help them actively engage with Shire marketing and branding to promote the region and individual businesses/attractions.
	Key Parties	CEO, CDO, Local Businesses, Community Groups	CEO, CDO, Local Businesses, Community Groups	CEO, CDO, Local Businesses, Community Groups	CEO, CDO, Local Businesses, Community Groups	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
4.3.2b Support community groups in endeavours to improve existing, or create new, tourist attractions	Activity	Support	Support	Support	Support	Provide opportunities, including training and education, for local community groups to leverage their activities to support the local tourism industry.
	Key Parties	CDO, Community Groups	CDO, Community Groups	CDO, Community Groups	CDO, Community Groups	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
4.3.3b Maintain relationship with Astrotourism WA to assist to grow market in Mingenew	Activity	Support	Support	Support	Support	Continue to engage with Astrotourism WA and leverage their work to promote the Shire of Mingenew as an Astrotourism destination.
	Key Parties	CDO, Astrotourism WA	CDO, Astrotourism WA	CDO, Astrotourism WA	CDO, Astrotourism WA	
	Financial	Operating Budget (GL3912)	Operating Budget (GL3912)	Operating Budget (GL3912)	Operating Budget (GL3912)	
5.1.1a Plan, fund and install public Wi-Fi in Mingenew town centre	Activity	Plan/ Fund	Deliver	Maintain	Maintain	Installation of public Wi-Fi to support visitor experience and enable improved capture of visitation data to support marketing and tourism project delivery.
	Key Parties	CEO	CEO, ICT Contractor	ICT Contractor	ICT Contractor	
	Financial	Operating Budget, \$10,000 (GL3864)	Operating Budget	Operating Budget	Operating Budget	
5.1.2a Continue to engage with, and support, Digital Farms project rollout	Activity	Support	Support	Support	Support	Ongoing lobbying and support for the Digital Farms project to improve rural access to enterprise-grade internet connectivity.
	Key Parties	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
5.1.3b Continue to lobby for improved mobile telephone coverage throughout the Shire	Activity	Lobby	Lobby	Lobby	Lobby	Ongoing lobbying and support for the Mobile Blackspot Project to improve mobile phone coverage throughout the Shire.
	Key Parties	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	CEO, Council, MWDC, Telecommunications Contractor	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	

Project	Resourcing	19/20	20/21	21/22	22/23	Comments (July 2019)
5.2.2a Continue to engage with MWCCI and RSM Business Local to draw services into Mingenew	Activity	Lobby	Lobby	Lobby	Lobby	Ongoing engagement with regional business support services to deliver value back to Mingenew businesses or encourage new entrants to Mingenew market.
	Key Parties	CEO, Local Business Support Agencies	CEO, Local Business Support Agencies	CEO, Local Business Support Agencies	CEO, Local Business Support Agencies	
	Financial	Operating Budget	Operating Budget	Operating Budget	Operating Budget	
5.2.2b Support efforts to establish small business incubator or shared working space in Mingenew	Activity	Plan	Fund	Deliver	Support	Development of a small business incubator to help local entrepreneurs and small business owners to develop and grow.
	Key Parties	CEO, Local Business Support Agencies	CEO, Local Business Support Agencies, Funding Bodies	CEO, Local Business Support Agencies, Funding Bodies	CEO, Local Business Support Agencies	
	Financial	Operating Budget	Operating Budget	Operating Budget, External Funds	Operating Budget	
5.2.3a Conduct audit of available light industrial land, with view to identifying areas for expansion	Activity		Deliver		Review	As part of ongoing process to determine available light industrial land supply and seek to encourage additional supply and/or further development.
	Key Parties		CEO, State Govt			
	Financial		Operating Budget			

## 6. LINKS TO OTHER PLANS

### WORKFORCE PLAN

The Shire of Mingenew's Workforce Plan 2013-2017 is out of date and will undergo a major review by December 2019. The existing document does not reflect the current organisational structure and staffing levels (following a restructure late in FY16/17) and assumed significant resourcing assistance from the (now defunct) Mid West Regional Council.

As noted in Section 3 of this document, the Corporate Business Plan's 2020 review will involve incorporating outcomes from the updated Workforce Plan.

### LONG TERM FINANCIAL PLAN

The Shire of Mingenew's Long-Term Financial Plan (2016-2026) was last reviewed in May 2017. A review in the 2018/19 Financial Year has been held off pending completion of the Strategic Community Plan and Corporate Business Plan, which will both have a material impact on the document.

As noted in Section 3 of this document, this document is scheduled for significant review in the second half of the 19/20 Financial Year, incorporating updates from the SCP, CBP and Workforce Plan. Those updates will be reflected in this document as part of the 2020 Review.

The LTFP tracks the progress of several key financial ratios, the impact on which this Plan must consider:

Ratio	Target
Current Ratio	Greater than or equal to 1:1
Rates Coverage Ratio	Greater than or equal to 40%
Debt Service Coverage Ratio	Greater than or equal to 2
Asset Sustainability Ratio	90% to 100%
Asset Consumption Ratio	50% to 75%
Asset Renewal Funding Ratio	95% to 105%

### ASSET MANAGEMENT PLAN

The Shire of Mingenew's Asset Management Plan was updated in April 2019. The update significantly modernised the previous version (adopted February 2012), but contains figures and assumptions from the 2013-17 Corporate Business Plan and 2016-2026 Long Term Financial Plan.

The 2019 Review of the AMP ensures that the Shire possesses a compliant document to guide future Asset Management activities, and to chart a path forward for improvement in this area. The 2020 review of the AMP will incorporate updated data from both this CBP and the next iteration of the LTFP, bringing this document into better alignment with the Shire's Integrated Planning Framework.

Several improvements were identified in the 2019 Asset Management Plan, some of which will be delivered through this Corporate Business Plan. Specifically:

- Undertake routine condition inspections;
- Measure and report levels of service for key assets;
- Improve the accuracy of future financial forecasts through improved forecasting of operational, maintenance, renewal, new and upgrade costs;
- Develop 5-year road maintenance and upgrade capital works plan; and
- Maintain formal asset maintenance and renewal programs for all assets.

## 7. RISK MANAGEMENT

The Shire of Mingenew maintains a Risk Management Register as part of its Enterprise Risk Management system. This Register captures and tracks a range of operational and strategic risks, their treatments, and the Shire's progress in addressing areas of significant residual risk. This document is reviewed regularly by both Shire staff and Council's Audit and Risk Committee.

Our operational risks are broken down across the following areas:

Risk Area	Consequence Categories	Residual Risk Rating
Asset Management	Financial / Property	High
IT & Communications	Service Interruption / Financial	High
Project/ Change Management	Financial / Service Interruption / Reputation	High
Safety & Security	Health / Financial / Service Interruption / Compliance	High
Business Disruption	Service Interruption / Reputation / Financial	Moderate
Community Management	Reputation / Compliance	Moderate
Compliance	Compliance / Reputation	Moderate
Document Management	Compliance / Service Interruption / Financial	Moderate
Employment Practices	Compliance / Service Interruption	Moderate
Environment	Financial / Reputation	Moderate
Facilities, Venues & Events	Financial / Reputation	Moderate
Misconduct	Financial / Reputation	Moderate
Procurement & Contracting	Compliance / Financial	Moderate
External Theft & Fraud	Service Interruption / Financial / Reputation	Low
Errors, Omissions & Delays	Reputation	Not Material

We also have several key strategic risks which some of the projects listed in this Plan will seek to address:

Risk	Risk Description	Risk Trend
<b>Asset Management</b>	Ineffective asset management of Shire owned assets and facilities- risk for long term sustainability if the Shire fails to adequately plan for funding of major projects and asset management replacement	Increasing
<b>Community Expectations</b>	Inability to manage community expectations and increasing demands of community groups	Increasing
<b>Governance Resourcing</b>	Increasing legislative compliance requiring greater resourcing	Increasing
<b>ITC Exploitation</b>	Ineffective Information Security Systems resulting in malicious or accidental loss or manipulation of data	Increasing
<b>Legal</b>	Exposure to litigation as a result of the actions of Council or staff	Increasing
<b>Poor Governance</b>	Failure to govern effectively, transparently and in compliance with legislation	Increasing
<b>Workforce Instability</b>	Failure to meet organisational objectives through effective/efficient use of human resources and effective workforce planning.	Increasing
<b>Community Safety</b>	Community members feel unsafe and/or are exposed to higher levels of crime than elsewhere in the region	Stable
<b>Emergency Management</b>	Failure to plan for Disaster Recovery	Stable
<b>Financial Decline</b>	Reduction in funding available for local government	Stable
<b>Leadership</b>	Inability to attract executive staff	Stable
<b>Strategic Delivery</b>	Change in organisational direction resulting in failure to follow through on long-term strategic goals	Stable
<b>Economic Development</b>	Ineffective strategies to optimise economic development of the Shire	Decreasing
<b>Reputational Damage</b>	Positive achievements and messaging counteracted by negative social/mainstream media and word of mouth	Decreasing

## 8. MEASURING OUR PERFORMANCE

As with any plan, it is important that we track the progress and measure the effectiveness of this document to ensure that we are working towards our strategic and operational goals. In addition to delivering the various projects and initiatives listed in Section 5, which will be reviewed and reported on annually, we have a number of ongoing and stretch goals that we are seeking to achieve through this Plan.

Strategy	Goal	Comment/Due Date
Leading Mingenew	Community satisfaction with Council communication > 90% approval	Measure in survey, biennially
	Staff turnover rate <10% per annum	Every year
	Financial ratios within recommended industry guidelines	Every year
	Unqualified audit results	Every year
Love Living in Mingenew	Full day 5 day a week childcare service operating by 2020	December 2020
	Active and well used public open spaces developed and maintained	Ongoing; measure in survey
	Effective community volunteering model developed as a pilot by 2020	December 2020
Growing Mingenew	4 x new businesses attracted to set up in Mingenew	1 in 20/21, 1 in 21/22, 2 in 22/23
	20 x Houses built (different configurations)	5 in the life of this plan
	1 x Community Hub developed or redeveloped	By December 2022
	3 x Value adding Agricultural businesses established from Mingenew	1 each in 20/21, 21/22, 22/23
We'll See you in Mingenew	Increase in level of activity for visitors to Mingenew, extend their stays and increase out of season tourism	Commence measurement in 19/20
	1 x Railway precinct development and exchange, hub, arts space development	December 2022
	20 new residents move to Mingenew by 2023	June 2023
	Increase visitation and overnight stays by 2021	By June 2021
Making Business Easy in Mingenew	Enterprise grade internet services delivered to shire and farms by 2022	December 2022; reliant upon Digital Farms Project
	Community continues to have access to banking facilities and services	Ongoing
	Local businesses sustain current employment numbers in short term, grow by 15% in medium term	Ongoing; 5% growth by end of this Plan

**ATTACHMENT: 11.4**  
**Five Year Road Plan 2019-2024**



SHIRE OF MINGENEW FIVE YEAR ROAD PLAN 2019-2024

Last Updated: 11 JULY 2019

Known / Funded Projects							
Road	Funding	Section	Road Hierarchy	Scope	Resources	Funded	Approx. Total Cost
2019/20							
Mingenew Mullewa Rd	RRG	Slk 8.5 - 5.5	A	Reconstruction and widening works (continuation of previous years work - first 80% claimed in FY18/19)	Shire	\$ 60,000	\$ 343,000
Coalseam Rd	RRG	Slk 24 - 26	A	Widen existing formation to 8m, geometry and drainage improvements, upgrade to 7.2m sealed standard	Contractor	\$ 594,000	\$ 891,000
Coalseam Rd	Commodity Freight Route	Slk 4.15 - 11.00 Slk 11.94 - 13.66	A	Widening of sealed pavement to a consistent 7.2m wide sealed road.	Shire	\$ 894,432	\$ 894,432
Yandanooka NE Rd	R2R	Slk 8.98 - 10.48	B	Formation and seal widening, drainage upgrades	Shire	\$ 164,870	\$ 164,870
Town Streets	Urban road preservation	Slk 0.0 - 0.25	B	Pavement repairs & crack sealing (various locations)	Contractor	\$ -	\$ 40,000
Enokurra Rd	Rural road preservation	Slk 0.0 - 2.0	E	Reforming and resheeting	Shire	\$ -	\$ 50,000
Mooriary Rd	Gravel Sheetting	Slk 0.24 - 4.00	B	Reforming and resheeting	Shire	\$ -	\$ 94,000
Morawa Yandanooka Rd	Gravel Sheetting	Slk 4 - 10	C	Reforming and resheeting	Shire	\$ -	\$ 150,000
Yandanooka West Rd	Gravel Sheetting	Slk 0.0 - 3.0	C	Reforming and resheeting	Shire	\$ -	\$ 75,000
Allanooka Springs Rd	Maintenance Grading	Slk 0.00 - 7.50	A	Sealed road shoulder maintenance	Shire	\$ -	\$ 10,000
Yandanooka NE Rd	Maintenance Grading	Slk 0.00 - 21.56	A	Sealed road shoulder maintenance	Shire	\$ -	\$ 30,000
CBH HV Access	Shire funds, CBH Funds, MRWA		A	Planning phase, realignment Midlands & Mingenew-Morawa Rds	Shire	\$ -	\$ 30,000
Phillip St	Shire funds		B	Additional parking (Planning phase)	Shire	\$ -	\$ 10,000
Approx. Total Annual Cost							\$ 2,782,302
Gravel Sheetting Cost							\$ 319,000
Rural Road Preservation Project Costs							\$ 50,000
Urban Road Preservation Cost							\$ 40,000
Amount available for urban road Maintenance (excl. amount used for specific projects above). Assumes \$70940 total for town street patching.							\$ 30,940
Amount available for General rural road Maintenance and Grading (excl. amount used for minor resheets & specific maintenance grading projects identified above). Assumes \$432710 total for gravel sheetting & rural preservation.							\$ 276,480
Other Project Costs (RRG, R2R, CRSF, Black Spot)							\$ 2,333,302
2020/21							
Mingenew Mullewa Rd	RRG	Slk 5.5 - 2.5	A	Reconstruction and widening works (continuation of previous years work)	Shire	\$ 300,000	\$ 450,000
Milo Rd	RRG	Slk 0.04 - 3.66	B	Reforming and resheeting	Shire	\$ 66,000	\$ 99,550
Yandanooka NE Rd	Black Spot	Slk 21.57	B	Intersection realignment (Mingenew Morawa Rd) - Construction phase	Contractor	\$ 660,000	\$ 1,000,000
Yandanooka NE Rd	Black Spot	Approx. 10km	B	Formation and seal widening, drainage upgrades: NB - it is unlikely both this and the above project will be funded	Shire	\$ 962,167	\$ 1,443,250
Yandanooka Rd (Town St)	R2R / Shire Funds	Slk 0.17 - 0.37	D	Sealed road construction	Contractor	\$ -	\$ 50,000
Phillip St	Shire funds		B	Additional parking (Construction phase)	Contractor	\$ -	\$ 80,000
Phillip St	Urban road preservation	Slk 0.0 - 1.03	B	Resealing - full length	Contractor	\$ -	\$ 45,000
Enokurra Rd	R2R / Shire Funds	Slk 2.0 - 5	E	Reforming and resheeting	Shire	\$ -	\$ 75,000
Mooriary Rd	R2R / Shire Funds	Slk 4.00 - 8.24	B	Reforming and resheeting	Shire	\$ -	\$ 106,000
CBH HV Access	Shire funds, CBH Funds, MRWA		A	TBD: Depending on project progress	Shire	\$ -	\$ -
Scroops Rd	Gravel Sheetting	Slk 0.0 - 7.98	B	Reconstruct formation, reform, resheet, widen crests, drainage improvements, signage.	Shire	\$ -	\$ 229,425
Approx. Total Annual Cost							\$ 3,578,225
Gravel Sheetting Cost							\$ 328,975
Rural Road Preservation Cost							\$ 181,000
Urban Road Preservation Cost							\$ 175,000
Amount available for General Maintenance Grading (excl. amount used for minor resheets & specific maintenance grading projects identified above). Assumes \$480k total for gravel sheetting & rural preservation. Any overspend is drawn from maintenance grading budget							\$ 150,025
Other Project Costs (RRG, R2R, CRSF, Black Spot)							\$ 2,893,250

2021/22							
Mingenew Mullewa Rd	RRG	Slk 2.5 - 0	A	Reconstruction and widening works (continuation of previous years work)	Shire	\$ 300,000	\$ 450,000
Yandanooka NE Rd	Black Spot	Approx. 10km	B	Formation and seal widening, drainage upgrades	Shire	\$ 962,167	\$ 1,443,250
View Street (Town St)	R2R / Shire Funds	Slk 0.0 - 0.19	D	Sealed road construction	Contractor		\$ 50,000
Eleanor St	R2R / Shire Funds	Slk 0.0 - 1.01	C	Crack sealing, resealing	Contractor		\$ 50,000
Wattle St	R2R / Shire Funds	Slk 0.0 - 0.12	D	Crack sealing, resealing	Contractor		\$ 10,000
Enokurra Rd	R2R / Shire Funds	Slk 5.0 - 6.08	E	Reforming and resheeting	Shire		\$ 27,000
Burma Rd	Rural road preservation	Slk 0.00 - 0.20	A	Reform & resheet (floodway), improve drainage issues	Shire		\$ 20,000
Depot Hill North Rd	Rural road preservation	Slk 0.20 - 5.00	B	Resheet, drainage improvements	Shire		\$ 138,000
Nanekine Rd	Rural road preservation	Various sections	A	Repair / reconstruct heavily scoured southern drain line	Shire		\$ 35,000
Yandanooka Melarra Rd	R2R / Shire Funds	Slk 10.00 - 14.85	B	Reform & resheet	Shire		\$ 121,250
CBH HV Access	Shire funds, CBH Funds, MRWA		A	TBD: Depending on project progress	Shire	\$ -	\$ -
Scroops Rd	R2R / Shire Funds	Slk 7.98 - 13.50	B	Reconstruct formation, reform, resheet, widen crests, drainage improvements, signage.	Shire		\$ 158,700
Approx. Total Annual Cost							\$ 2,503,200
Gravel Sheetting Cost							\$ 306,950
Rural Road Preservation Cost							\$ 193,000
Urban Road Preservation Cost							\$ 110,000
Amount available for General Maintenance & Grading (excl. amount used for minor resheets & specific maintenance grading projects identified above). Assumes \$480k total for gravel sheetting & rural preservation. Any overspend is drawn from maintenance grading budget							\$ 160,050
Other Project Costs (RRG, R2R, CRSF, Black Spot)							\$ 1,733,200
2022/23							
RRG Project (road/section TBD)	RRG	Approx. 3km	A	Formation and seal widening, drainage upgrades	Shire	300000	\$ 450,000
RRG Project (road/section TBD)	RRG	Approx. 3km	B	Reconstruction and widening works	Shire	300000	\$ 450,000
Irwin St	Urban road preservation	Slk 0.0 - 0.37	C	Crack sealing, resealing	Contractor		\$ 50,000
King St	Urban road preservation	Slk 0.0 - 0.75	C	Pavement repairs, crack sealing, resealing	Contractor		\$ 40,000
Depot Hill North Rd	R2R / Shire Funds	Slk 5.00 - 10.00	B	Resheet, drainage improvements	Shire		\$ 143,750
Narandagy Pintharuka Rd	Rural road preservation	Slk 4.0 - 7.0	C	Reform & resheet, drainage improvements	Shire		\$ 86,250
Colgate Rd	R2R / Shire Funds	Slk 0.0 - 5.00	D	Reform & resheet, drainage improvements	Shire		\$ 143,750
CBH HV Access	Shire funds, CBH Funds, MRWA		A	TBD: Depending on project progress	Shire	\$ -	\$ -
Switchback Rd	Gravel Sheetting	Slk 0.0 - 5.00	D	Reform & resheet, drainage improvements	Shire		\$ 143,750
Approx. Total Annual Cost							\$ 1,507,500
Gravel Sheetting Cost							\$ 287,500
Rural Road Preservation Cost							\$ 230,000
Urban Road Preservation Cost							\$ 90,000
Amount available for General Maintenance & Grading (excl. amount used for minor resheets & specific maintenance grading projects identified above). Assumes \$480k total for gravel sheetting & rural preservation. Any overspend is drawn from maintenance grading budget							\$ 142,500
Other Project Costs (RRG, R2R, CRSF, Black Spot)							\$ 757,500
2023/24							
RRG Project (road/section TBD)	RRG	Approx. 3km	A	Formation and seal widening, drainage upgrades	Shire	300000	\$ 450,000
RRG Project (road/section TBD)	RRG	Approx. 3km	B	Reconstruction and widening works	Shire	300000	\$ 450,000
Irwin St	Urban road preservation	Slk 0.0 - 0.37	C	Crack sealing, resealing	Contractor		\$ 50,000
King St	Urban road preservation	Slk 0.0 - 0.75	C	Pavement repairs, crack sealing, resealing	Contractor		\$ 40,000
Depot Hill North Rd	R2R / Shire Funds	Slk 10.00 - 15.00	B	Resheet, drainage improvements	Shire		\$ 143,750
Narandagy Pintharuka Rd	Rural road preservation	Slk 0.25 - 4.0	C	Reform & resheet, drainage improvements	Shire		\$ 100,000
Colgate Rd	R2R / Shire Funds	Slk 0.0 - 5.00	D	Reform & resheet, drainage improvements	Shire		\$ 143,750
CBH HV Access	Shire funds, CBH Funds, MRWA		A	TBD: Depending on project progress	Shire	\$ -	\$ -
Switchback Rd	Gravel Sheetting	Slk 0.0 - 5.00	D	Reform & resheet, drainage improvements	Shire		\$ 143,750
Approx. Total Annual Cost							\$ 1,521,250
Gravel Sheetting Cost							\$ 287,500
Rural Road Preservation Cost							\$ 243,750
Urban Road Preservation Cost							\$ 90,000
Amount available for General Maintenance & Grading (excl. amount used for minor resheets & specific maintenance grading projects identified above). Assumes \$480k total for gravel sheetting & rural preservation. Any overspend is drawn from maintenance grading budget							\$ 128,750
Other Project Costs (RRG, R2R, CRSF, Black Spot)							\$ 771,250

Cells in blue are nominal costs for proposed projects - detailed scoping and site verification required

Potential Resheeting / Sheetting / Other Projects				
Road	Funding	Section	Road Hierarchy	Scope
Yandanooka NE Rd	R2R / Potential 20/21 Black Spot	Various sections	B	Unsealed shoulder reconstruction
Mingenew Mullewa Rd	RRG	Slk 11.95 - 15	A	Unsealed pavement widening, drainage improvements
Depot Hill North Rd	R2R	Slk 10.00 - 17.01	B	Resheet, drainage improvements
Narandagy Pintharuka Rd	R2R	Slk 9.5 - 15	C	Reform & resheet, drainage improvements
Scott Rd	R2R / Shire Funds	Slk 0.0 - 3.49	D	Reform & resheet, drainage improvements
Switchback Rd	R2R / Shire Funds	Slk 5.00 - 11.71	D	Reform & resheet, drainage improvements
Colgate Rd	R2R / Shire Funds	Slk 5.0 - 17.54	D	Reform & resheet, drainage improvements
Moffet Rd	R2R / Shire Funds	Slk 0.0 - 2.49	D	Reform & resheet, drainage improvements
Mount Scratch Rd	R2R / Shire Funds	Slk 2.10 - 8.85	D	Reform & resheet, drainage improvements
Boundary Rd	R2R / Shire Funds	Slk 6.00 - 7.33	D	Reform & resheet
Campbell Rd	R2R / Shire Funds	Slk 0.0 - 1.74	E	Reform & resheet, drainage improvements
Ebano Rd	R2R / Shire Funds	Slk 0.0 - 1.32	E	Reform & resheet, drainage improvements
Michael Rd	R2R / Shire Funds	Slk 0.0 - 5.93	E	Reform & resheet, drainage improvements
Mungaterra Rd	R2R / Shire Funds	Slk 0.31 - 2.53	E	Reform & resheet, drainage improvements
Newton Rd	R2R / Shire Funds	Slk 0.0 - 1.58	E	Gravel sheeting
Wick Rd	R2R / Shire Funds	Slk 2.10 - 10.63	E	Reform & resheet, drainage improvements
Potential Reseal Projects				
Road	Funding	Section	Road Hierarchy	Scope
Victoria St	R2R / Shire Funds	Slk 0.0 - 2.5	B	Crack sealing, resealing
Mingenew South Rd	R2R / Shire Funds (future RRG)	Slk 0.00 - 17.06	B	Resealing
Yarragadee West Rd	R2R / Shire Funds	Slk 0.0 - 0.2	C	Crack sealing, resealing
Enanty St	R2R / Shire Funds	Slk 0.0 - 0.12	D	Crack sealing, resealing
Field St	R2R / Shire Funds	Slk 0.0 - 0.32	D	Crack sealing, resealing
Lee Steere St	R2R / Shire Funds	Slk 0.0 - 0.27	D	Crack sealing, resealing
Yandanooka Rd	R2R / Shire Funds	Slk 0.0 - 0.16	D	Crack sealing, resealing
Bride St	R2R / Shire Funds	Slk 0.0 - 0.4	D	Crack sealing, resealing
Broad St	R2R / Shire Funds	Slk 0.0 - 0.12	D	Crack sealing, resealing
Fogarty Rd	R2R / Shire Funds	Slk 0.0 - 0.21	D	Crack sealing, resealing
Lockier St	R2R / Shire Funds	Slk 0.0 - 0.26	D	Crack sealing, resealing
Oliver St	R2R / Shire Funds	Slk 0.0 - 0.4	D	Crack sealing, resealing
Shenton St	R2R / Shire Funds	Slk 0.0 - 0.71	D	Crack sealing, resealing
Showgrounds Rd	R2R / Shire Funds	Slk 0.00 - 1.22	D	Crack sealing, resealing
Spring St	R2R / Shire Funds	Slk 0.0 - 0.24	D	Crack sealing, resealing
Tip Rd	R2R / Shire Funds	Slk 0.0 - 0.04	D	Crack sealing, resealing
William St	R2R / Shire Funds	Slk 0.0 - 0.42	D	Crack sealing, resealing
Queen St	R2R / Shire Funds	Slk 0.0 - 0.12	E	Crack sealing, resealing

Potential Pavement Repair / Reconstruction Projects				
Road	Funding	Section	Road Hierarchy	Scope
Coalseam Rd	RRG	Various sections	A	Various sections require reconstruction or extensive repairs
Milo Rd	RRG	Slk 0.0 - 0.04	B	Pavement reconstruction
Mooriary Rd	R2R / Shire Funds	Slk 0.0 - 0.24	B	Pavement reconstruction
Phillip St	R2R / Shire Funds	Slk 0.38 - 1.03	B	Pavement repairs, crack sealing, resealing (William St to end)
Yandanooka NE Rd	R2R / Future Black Spot	Slk 8.0 - 13.00	B	Pavement reconstruction
Yandanooka NE Rd	R2R / Future Black Spot	Slk 3.76 - 6.59	B	Pavement repairs, crack sealing, resealing
Ikewa St	R2R / Shire Funds	Slk 0.0 - 0.3	D	Pavement repairs, crack sealing, resealing
Linthorne St	R2R / Shire Funds	Slk 0.0 - 0.76	D	Pavement repairs, crack sealing, resealing
Nelson Pearse St	R2R / Shire Funds	Slk 0.0 - 0.4	D	Pavement repairs, crack sealing, resealing

**ATTACHMENT: 11.5**  
**Road Closure Policy**



## COUNCIL POLICY

### Works

1.5.2

<b>Title:</b>	<b>ROAD CLOSURES</b>
<b>Adopted:</b>	<i>Proposed adoption 17 July 2019</i>
<b>Reviewed:</b>	Shire's transport network
<b>Associated Legislation:</b>	Local Government Act 1995, Section 3.50
<b>Associated Documents:</b>	-
<b>Review Responsibility:</b>	Works Supervisor
<b>Delegation:</b>	Chief Executive Officer

---

Previous Policy Number/s: Nil.

### Objective:

To manage road closures in a manner that preserves the safety of road users and lifespan of the Shire's road transportation network.

### Policy Statement:

Section 3.50(1) of the Local Government Act 1995 provides for a local government to close any road it manages, wholly or partially for a period not exceeding four weeks.

If, in the opinion of the delegated officer, there is a risk of damage to Shire road infrastructure, due to inclement or persistent wet weather, or road conditions present an unacceptable hazard to road users, the Chief Executive Officer may close roads:

- a) for all vehicles with a Gross Vehicle Mass of 4.5 tonnes or greater; and/or
- b) for all vehicles without four wheel drive; or
- c) for all vehicles

The Chief Executive Officer may close:

- a) A single road, or section of road; in the case of very localised risk; and/or
- b) All unsealed roads within an area of the Shire; in the case of somewhat localised risk; or
- c) All unsealed roads in the Shire of Mingenew; in the case of widespread risk

### Permits to Travel on Closed Roads:

Those with legitimate and pressing reasons for travel and/or in emergency situations may apply to the Chief Executive Officer for permission to traverse closed roads.

In issuing such a permit, the Chief Executive Officer may give consideration to:

1. Any potential road damage that may arise from the permitted use
2. Weather forecasts
3. Planned road maintenance activities
4. Animal welfare of livestock

The following activities may be considered for such a permit:-

- food and grocery supplies to community stores



- fuel supplies to power stations
- building supplies for urgent housing projects
- access for businesses to ensure continuity of essential work processes
- funerals or other significant personal or cultural reasons
- such other activities which may be determined from time to time by the CEO

The permit may be cancelled at any time by the CEO if circumstances warrant.

The following exemptions apply:

- Local residents seeking to access their homes, providing they do not enter any hazard, give consideration to their own personal safety and the safety of others
- Emergency services vehicles

**Notification of Road Closures:**

As soon as practicably possible after the decision has been made to close a road or roads, the Shire shall:

- a) Send a text message to the Road Notifications database
- b) Place notice of closures on the Shire website
- c) Post notice of closures on relevant social media channels

Road Closed signs will also be erected where it is safe and practicable to do so.

**ATTACHMENT: 12.1**

**Financial Report for the Period Ended 30 June 2019**



SHIRE OF MINGENEW

MONTHLY FINANCIAL REPORT

For the Period Ended 30 June 2019

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Compilation Report	2
Monthly Summary Information	3 - 5
Statement of Financial Activity by Program	6 - 7
Statement of Financial Activity By Nature or Type	8 - 9
Statement of Capital Acquisitions and Capital Funding	10
Note 1      Significant Accounting Policies	11 - 17
Note 2      Explanation of Material Variances	18 - 19
Note 3      Net Current Funding Position	20 - 21
Note 4      Cash and Investments	22 - 23
Note 5      Budget Amendments	24 - 26
Note 6      Receivables	27
Note 7      Cash Backed Reserves	28
Note 8      Capital Disposals	29
Note 9      Rating Information	30
Note 10     Information on Borrowings	31
Note 11     Grants and Contributions	32
Note 12     Trust	33
Note 13     Capital Acquisitions	34 - 35

Shire of Mingenew  
Compilation Report  
For the Period Ended 30 June 2019

**Report Purpose**

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

**Overview**

Summary reports and graphical progressive graphs are provided on page 3, 4 and 5.

No matters of significance are noted.

**Statement of Financial Activity by reporting program**

Is presented on page 6 and shows a surplus as at 30 June 2019 of \$1,206,736.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

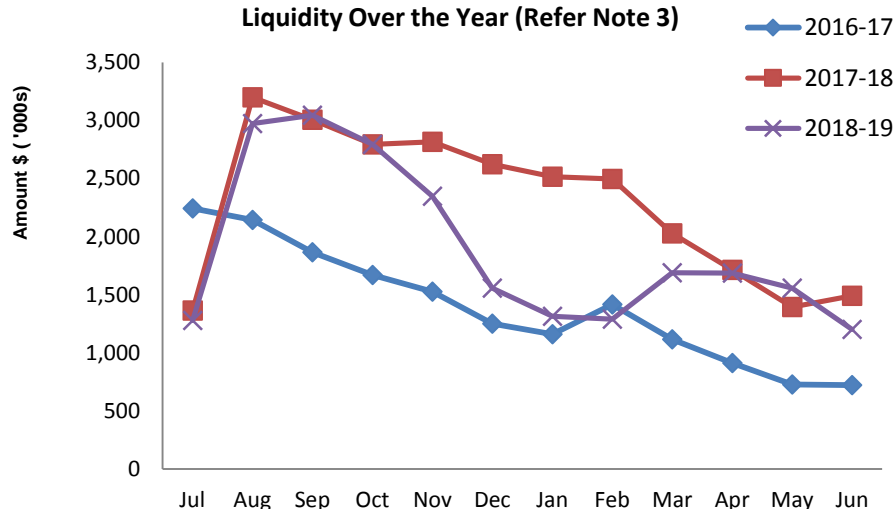
**Preparation**

Prepared by:     Jeremy Clapham

Date prepared:     9/07/2019

**Shire of Mingenew**  
**Monthly Summary Information**  
**For the Period Ended 30 June 2019**

**Liquidity Over the Year (Refer Note 3)**



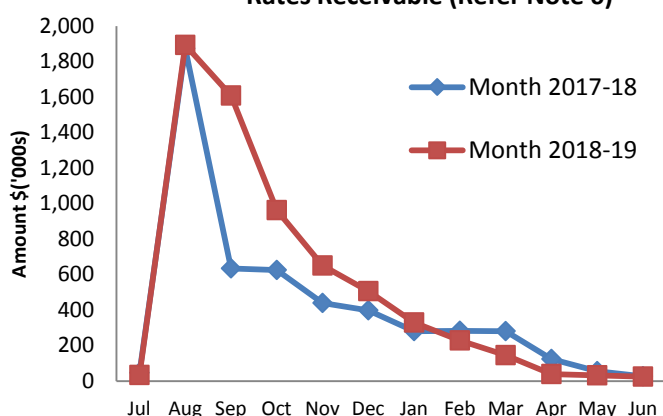
**Cash and Cash Equivalents  
as at period end**

Unrestricted	\$ 627,922
Restricted	\$ 860,435
	<u>\$ 1,488,357</u>

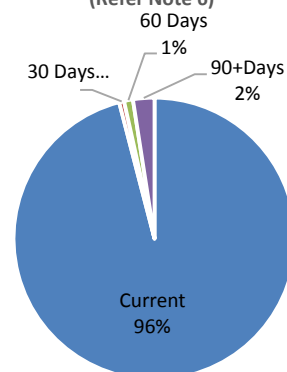
**Receivables**

Rates	\$ 24,104
Other	\$ 190,363
	<u>\$ 214,467</u>

**Rates Receivable (Refer Note 6)**



**Accounts Receivable Ageing (non- rates)  
(Refer Note 6)**



**Comments**

Rates to be issued on 30 August 2018  
 First instalment due 5 October 2018  
 Final notices were issued 3rd October 2018  
 Second Instalment due 6 December 2018  
 Third instalment due 7 February 2019  
 4th & Final instalment due 8 April 2019

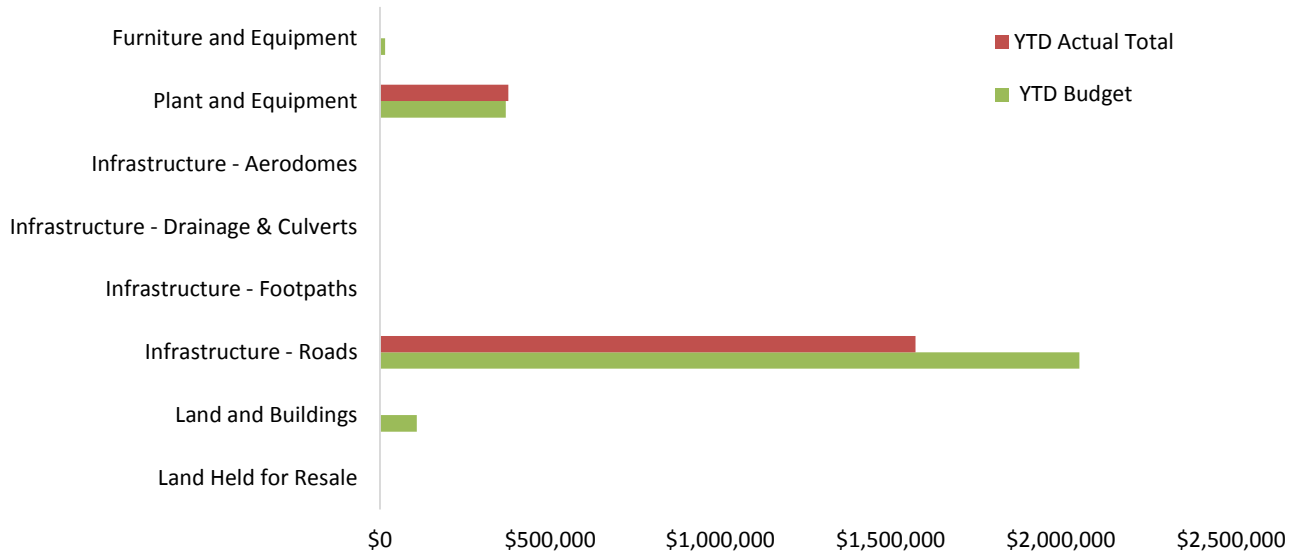
**SUMMARY OF BILLING**

Rates	1,857,448
Rubbish	65,394
ESL	29,438
	<u>1,952,280</u>

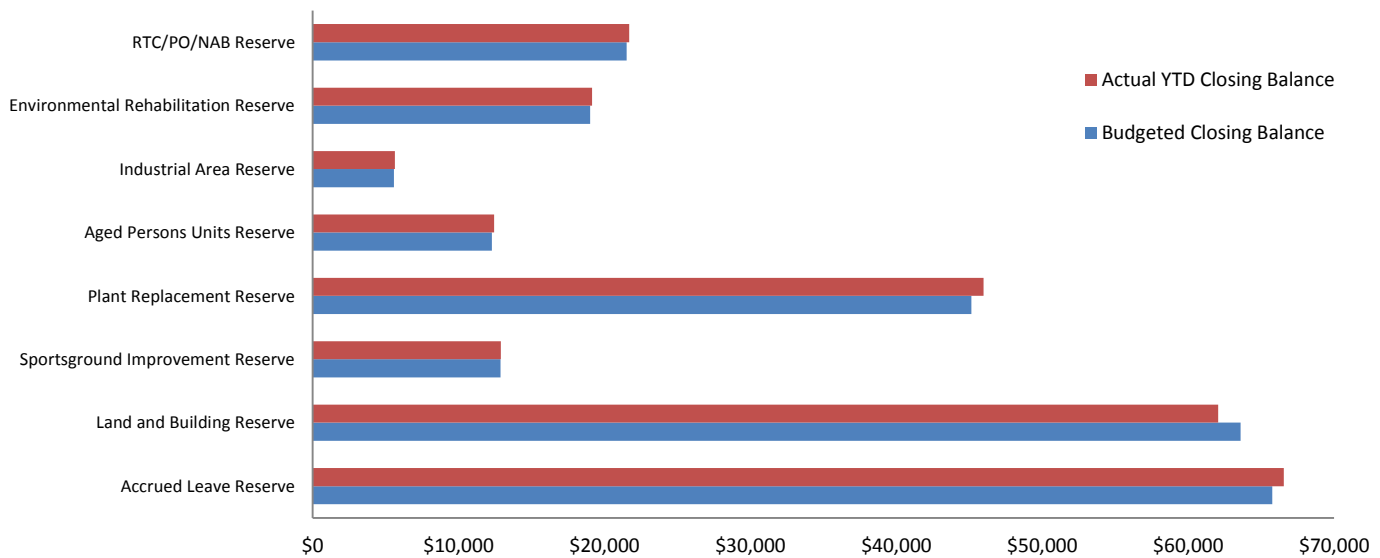
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire of Mingenew  
Monthly Summary Information  
For the Period Ended 30 June 2019

**Capital Expenditure Program YTD (Refer Note 13)**



**Year To Date Reserve Balance to End of Year Estimate (Refer Note 7)**



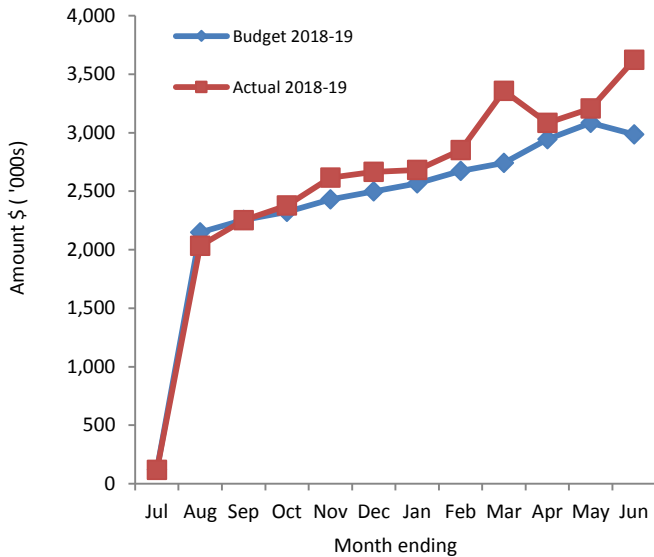
**Comments**

This information is to be read in conjunction with the accompanying Financial Statements and notes.

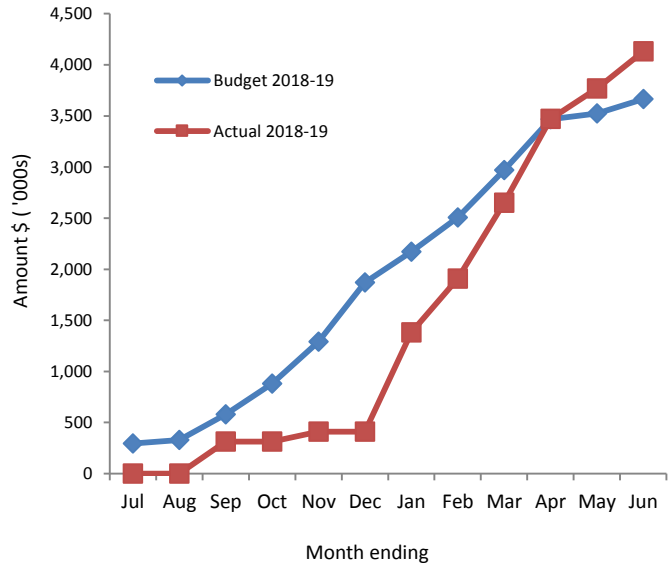
# Shire of Mingenew Monthly Summary Information For the Period Ended 30 June 2019

## Revenues

**Budget Operating Revenues -v- Actual (Refer Note 2)**

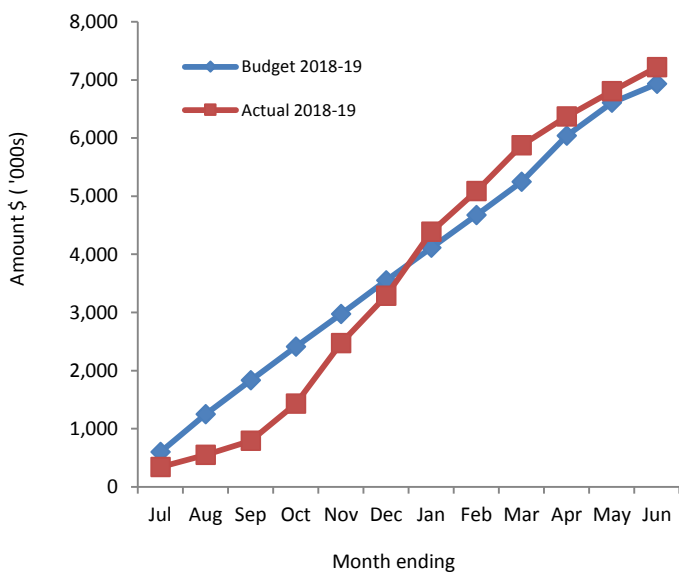


**Budget Capital Revenue -v- Actual (Refer Note 2)**

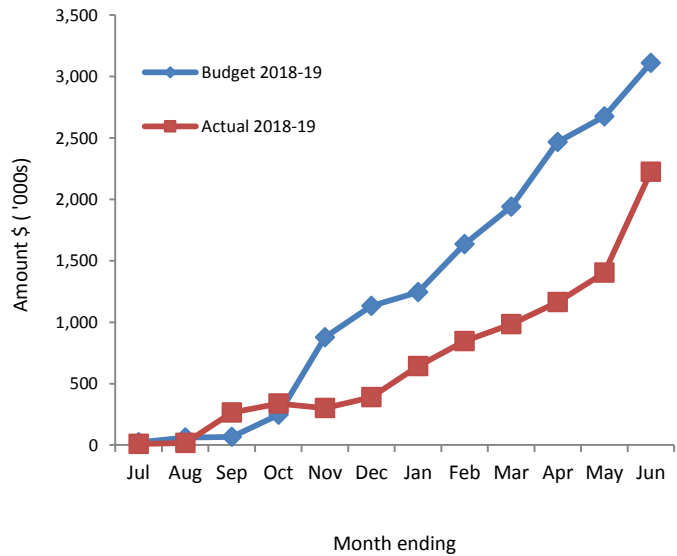


## Expenditure

**Budget Operating Expenses -v- YTD Actual (Refer Note 2)**



**Budget Capital Expenses -v- Actual (Refer Note 2)**



## Comments

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**SHIRE OF MINGENEW**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 30 June 2019**

	Note	2018/19 Original Budget	2018/19 Amended Budget	2018/19 YTD Budget (a)	2018/19 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
<b>Operating Revenues</b>		\$		\$	\$	\$	%	
General Purpose Funding		2,177,109	2,183,109	2,183,109	2,539,182	356,073	16.31%	▲
Governance		16,669	6,669	6,669	40,301	33,632	504.31%	▲
Law, Order and Public Safety		33,037	33,037	33,037	25,420	(7,617)	(23.06%)	
Health		371	371	371	461	90	24.23%	
Education and Welfare		3,755	3,755	3,755	801	(2,954)	(78.67%)	
Housing		102,729	114,235	114,235	119,163	4,928	4.31%	
Community Amenities		73,722	91,372	91,372	87,409	(3,963)	(4.34%)	
Recreation and Culture		33,960	33,960	33,960	30,574	(3,386)	(9.97%)	
Transport		560,585	560,585	560,585	688,065	127,480	22.74%	▲
Economic Services		10,445	15,445	15,445	15,517	72	0.47%	
Other Property and Services		112,925	106,175	106,175	81,760	(24,415)	(23.00%)	▼
<b>Total Operating Revenue</b>		<b>3,125,307</b>	<b>3,148,713</b>	<b>3,148,713</b>	<b>3,628,652</b>	<b>479,939</b>		
<b>Operating Expense</b>								
General Purpose Funding		(100,797)	(94,797)	(94,797)	(91,673)	3,123	3.29%	
Governance		(218,578)	(265,479)	(265,479)	(320,906)	(55,427)	(20.88%)	▼
Law, Order and Public Safety		(154,914)	(154,914)	(154,914)	(132,622)	22,292	14.39%	▲
Health		(138,237)	(149,582)	(149,582)	(124,101)	25,480	17.03%	▲
Education and Welfare		(82,152)	(82,152)	(82,152)	(63,209)	18,944	23.06%	▲
Housing		(180,208)	(195,108)	(195,108)	(210,995)	(15,887)	(8.14%)	
Community Amenities		(271,710)	(262,710)	(262,710)	(215,852)	46,858	17.84%	▲
Recreation and Culture		(942,475)	(1,082,975)	(1,082,975)	(1,060,165)	22,810	2.11%	
Transport		(4,348,541)	(4,469,716)	(4,469,716)	(4,618,023)	(148,307)	(3.32%)	
Economic Services		(387,508)	(383,034)	(383,034)	(320,683)	62,351	16.28%	▲
Other Property and Services		(109,139)	(57,009)	(57,009)	(63,995)	(6,986)	(12.25%)	
<b>Total Operating Expenditure</b>		<b>(6,934,259)</b>	<b>(7,197,476)</b>	<b>(7,197,476)</b>	<b>(7,222,226)</b>	<b>(24,750)</b>		
<b>Funding Balance Adjustments</b>								
Add back Depreciation		1,850,261	1,850,261	1,850,261	1,427,014	(423,247)	(22.87%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(50,000)	(50,000)	(50,000)	(48,552)	1,448	(2.90%)	
Adjust Provisions and Accruals		0	0	0	(89,041)	(89,041)		▼
<b>Net Cash from Operations</b>		<b>(2,008,691)</b>	<b>(2,248,502)</b>	<b>(2,248,502)</b>	<b>(2,304,152)</b>	<b>(55,650)</b>		
<b>Capital Revenues</b>								
Grants, Subsidies and Contributions	11	3,525,415	3,525,415	3,525,415	4,132,897	607,482	17.23%	▲
Proceeds from Disposal of Assets	8	157,000	117,000	117,000	150,418	33,418	28.56%	▲
<b>Total Capital Revenues</b>		<b>3,682,415</b>	<b>3,642,415</b>	<b>3,642,415</b>	<b>4,283,315</b>	<b>640,900</b>		
<b>Capital Expenses</b>								
Land Held for Resale	13	0	0	0	0	0		
Land and Buildings	13	(163,321)	(108,506)	(108,506)	0	108,506	100.00%	▲
Infrastructure - Roads	13	(2,084,696)	(2,054,696)	(2,054,696)	(1,572,896)	481,800	23.45%	▲
Infrastructure - Footpaths	13	0	0	0	0	0		
Infrastructure - Drainage & Culverts	13	0	0	0	0	0		
Infrastructure - Other	13	(401,000)	(296,000)	(296,000)	(272,934)	23,066	7.79%	
Plant and Equipment	13	(450,000)	(370,000)	(370,000)	(376,986)	(6,986)	(1.89%)	
Furniture and Equipment	13	(10,000)	(15,000)	(15,000)	0	15,000	100.00%	▲
<b>Total Capital Expenditure</b>		<b>(3,109,017)</b>	<b>(2,844,202)</b>	<b>(2,844,202)</b>	<b>(2,222,815)</b>	<b>621,387</b>		
<b>Net Cash from Capital Activities</b>		<b>573,398</b>	<b>798,213</b>	<b>798,213</b>	<b>2,060,499</b>	<b>1,262,286</b>		
<b>Financing</b>								
Proceeds from New Debentures		0	0	0	0	0		

SHIRE OF MINGENEW  
STATEMENT OF FINANCIAL ACTIVITY  
(Statutory Reporting Program)  
For the Period Ended 30 June 2019

	Note	2018/19 Original Budget	2018/19 Amended Budget	2018/19 YTD Budget (a)	2018/19 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Proceeds from Advances		0	0	0	0	0		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	7	120,544	120,544	120,544	120,646	102	0.08%	
Repayment of Debentures	10	(154,525)	(154,525)	(154,525)	(154,425)	100	(0.06%)	
Transfer to Reserves	7	(22,710)	(22,710)	(22,710)	(22,812)	(102)	0.45%	
<b>Net Cash from Financing Activities</b>		<b>(56,691)</b>	<b>(56,691)</b>	<b>(56,691)</b>	<b>(56,591)</b>	<b>100</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,491,984)</b>	<b>(1,506,980)</b>	<b>(1,506,980)</b>	<b>(300,244)</b>	<b>1,206,736</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,491,987</b>	<b>1,506,980</b>	<b>1,506,980</b>	<b>1,506,980</b>	<b>0</b>	0.00%	
<b>Closing Funding Surplus(Deficit)</b>	3	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,206,736</b>	<b>1,206,736</b>		

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 MINGENEW**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 30 June 2019**

	Note	2018/19 Original Budget	2018/19 Amended Budget	2018/19 YTD Budget (a)	2018/19 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
<b>Operating Revenues</b>								
Rates	9	\$ 1,857,912	1,863,912	1,863,912	1,865,935	\$ 2,023	0.11%	
Operating Grants, Subsidies and Contributions	11	364,398	367,648	367,648	778,421	410,773	111.73%	▲
Fees and Charges		237,487	256,643	256,643	279,884	23,241	9.06%	
Service Charges		0	0	0	0	0		
Interest Earnings		58,710	58,710	58,710	56,917	(1,793)	(3.05%)	
Other Revenue		556,800	551,800	551,800	598,943	47,143	8.54%	
Profit on Disposal of Assets	8	50,000	50,000	50,000	48,552	(1,448)	(2.90%)	
<b>Total Operating Revenue</b>		<b>3,125,307</b>	<b>3,148,713</b>	<b>3,148,713</b>	<b>3,628,652</b>	<b>479,939</b>		
<b>Operating Expense</b>								
Employee Costs		(1,083,085)	(1,280,569)	(1,280,569)	(1,158,411)	122,158	9.54%	
Materials and Contracts		(3,150,044)	(3,221,597)	(3,221,597)	(3,730,321)	(508,724)	(15.79%)	▼
Utility Charges		(124,853)	(124,133)	(124,133)	(113,687)	10,446	8.41%	
Depreciation on Non-Current Assets		(1,850,261)	(1,850,261)	(1,850,261)	(1,427,014)	423,247	22.87%	▲
Interest Expenses		(17,799)	(17,799)	(17,799)	(20,635)	(2,836)	(15.93%)	
Insurance Expenses		(129,616)	(129,616)	(129,616)	(124,537)	5,079	3.92%	
Other Expenditure		(578,601)	(573,501)	(573,501)	(647,620)	(74,119)	(12.92%)	▼
Loss on Disposal of Assets	8	0	0	0	0	0		
<b>Total Operating Expenditure</b>		<b>(6,934,259)</b>	<b>(7,197,476)</b>	<b>(7,197,476)</b>	<b>(7,222,226)</b>	<b>(24,750)</b>		
<b>Funding Balance Adjustments</b>								
Add back Depreciation		1,850,261	1,850,261	1,850,261	1,427,014	(423,247)	(22.87%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(50,000)	(50,000)	(50,000)	(48,552)	1,448	(2.90%)	
Adjust Provisions and Accruals		0	0	0	(89,041)	(89,041)		▼
<b>Net Cash from Operations</b>		<b>(2,008,691)</b>	<b>(2,248,502)</b>	<b>(2,248,502)</b>	<b>(2,304,152)</b>	<b>(55,650)</b>		
<b>Capital Revenues</b>								
Grants, Subsidies and Contributions	11	3,525,415	3,525,415	3,525,415	4,132,897	607,482	17.23%	▲
Proceeds from Disposal of Assets	8	157,000	117,000	117,000	150,418	33,418	28.56%	▲
<b>Total Capital Revenues</b>		<b>3,682,415</b>	<b>3,642,415</b>	<b>3,642,415</b>	<b>4,283,315</b>	<b>640,900</b>		
<b>Capital Expenses</b>								
Land Held for Resale	13	0	0	0	0	0		
Land and Buildings	13	(163,321)	(108,506)	(108,506)	0	108,506	100.00%	▲
Infrastructure - Roads	13	(2,084,696)	(2,054,696)	(2,054,696)	(1,572,896)	481,800	0	
Infrastructure - Footpaths	13	0	0	0	0	0		
Infrastructure - Drainage & Culverts	13	0	0	0	0	0		
Infrastructure - Other	13	(401,000)	(296,000)	(296,000)	(272,934)	23,066		
Plant and Equipment	13	(450,000)	(370,000)	(370,000)	(376,986)	(6,986)	(1.89%)	
Furniture and Equipment	13	(10,000)	(15,000)	(15,000)	0	15,000	100.00%	▲
<b>Total Capital Expenditure</b>		<b>(3,109,017)</b>	<b>(2,844,202)</b>	<b>(2,844,202)</b>	<b>(2,222,815)</b>	<b>621,387</b>		
<b>Net Cash from Capital Activities</b>		<b>573,398</b>	<b>798,213</b>	<b>798,213</b>	<b>2,060,499</b>	<b>1,262,286</b>		
<b>Financing</b>								
Proceeds from New Debentures		0	0	0	0	0		
Proceeds from Advances		0	0	0	0	0		



**SHIRE OF MINGENEW**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 30 June 2019**

	Note	2018/19 Original Budget	2018/19 Amended Budget	2018/19 YTD Budget (a)	2018/19 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	7	120,544	120,544	120,544	120,646	102	0.08%	
Repayment of Debentures	10	(154,525)	(154,525)	(154,525)	(154,425)	100	0.06%	
Transfer to Reserves	7	(22,710)	(22,710)	(22,710)	(22,812)	(102)	(0.45%)	
<b>Net Cash from Financing Activities</b>		<b>(56,691)</b>	<b>(56,691)</b>	<b>(56,691)</b>	<b>(56,591)</b>	<b>100</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,491,984)</b>	<b>(1,506,980)</b>	<b>(1,506,980)</b>	<b>(300,244)</b>	<b>1,206,736</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,491,987</b>	<b>1,506,980</b>	<b>1,506,980</b>	<b>1,506,980</b>	<b>0</b>	0.00%	
<b>Closing Funding Surplus(Deficit)</b>	3	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,206,736</b>	<b>1,206,736</b>		

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.

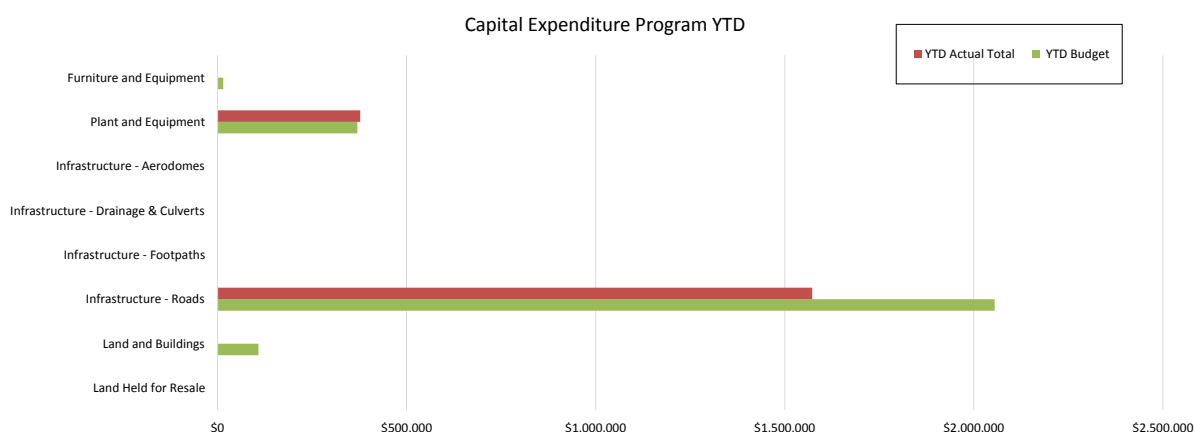
SHIRE OF MINGENEW  
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING  
For the Period Ended 30 June 2019

	Note	YTD 30 06 2019		YTD 30 06 2019		Variance
		YTD Actual New /Upgrade	YTD Actual (Renewal Expenditure)	YTD Actual Total	YTD Budget	
		(a)	(b)	(c) = (a)+(b)	(d)	(d) - (c)
		\$	\$	\$	\$	\$
Land Held for Resale	13	0	0	0	0	0
Land and Buildings	13	0	0	0	108,506	108,506
Infrastructure - Roads	13	0	1,572,896	1,572,896	2,054,696	2,054,696
Infrastructure - Footpaths	13	0	0	0	0	0
Infrastructure - Drainage & Culverts	13	0	0	0	0	0
Infrastructure - Aerodomes	13	0	0	0	0	0
Infrastructure -Other	13	0	272,934	272,934	296,000	296,000
Plant and Equipment	13	0	376,986	376,986	370,000	370,000
Furniture and Equipment	13	0	0	0	15,000	15,000
<b>Capital Expenditure Totals</b>		<b>0</b>	<b>2,222,815</b>	<b>2,222,815</b>	<b>2,844,202</b>	<b>2,844,202</b>

Funded By:

Capital Grants and Contributions	4,132,897	3,525,415	0	3,525,415	607,482
Borrowings	0	0	0	0	0
Other (Disposals & C/Fwd)	150,418	117,000	117,000	157,000	33,418
<b>Own Source Funding - Cash Backed Reserves</b>					
Land and Building Reserve	0	0	0	0	0
Sportsground Improvement Reserve	0	0	0	0	0
Plant Replacement Reserve	111,565	0	(10,000)	0	111,565
Aged Persons Units Reserve	9,081	0	0	111,463	9,081
Street Light Upgrade Reserve	0	0	0	9,081	0
Painted Road Reserve	0	0	0	0	0
Industrial Area Reserve	0	0	0	0	0
<b>Total Own Source Funding - Cash Backed Reserves</b>	<b>(120,646)</b>	<b>120,544</b>	<b>(10,000)</b>	<b>120,544</b>	<b>(241,190)</b>
<b>Own Source Funding - Operations</b>	<b>(2,060,499)</b>	<b>(918,757)</b>	<b>2,747,202</b>	<b>(814,486)</b>	<b>(1,141,742)</b>
<b>Capital Funding Total</b>	<b>2,222,815</b>	<b>2,844,202</b>	<b>2,844,202</b>	<b>3,109,017</b>	<b>(621,387)</b>

Comments and graphs



**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**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.

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

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.

**(i) Fixed Assets**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

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.

**(j) Depreciation of Non-Current Assets**

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.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Buildings	25 to 50 years
Construction other than Buildings (Public Facilities)	5 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Heritage Assets	25 to 50 years
Roads	25 years
Footpaths	50 years
Sewerage Piping	75 years
Water Supply Piping and Drainage Systems	75 years

**(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

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

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.

***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

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

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, and 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. Excludes 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.

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**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.

**(q) Nature or Type Classifications (Continued)**

**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.

**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 levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

**(r) Statement of Objectives**

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is:

*"Standing proud, growing strong"*

The Strategic Community Plan defines the key objectives of the Shire as:

*"Economic: To be a diverse and innovative economy with a range of local employment opportunities.*

*Environment: A sustainable natural and built environment that meets current and future community needs.*

*Social: A safe and welcoming community where everyone has the opportunity to contribute and belong.*

*Civic Leadership: A collaborative and innovative community with strong and vibrant leadership."*

**(s) Reporting Programs**

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

**GOVERNANCE**

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based



**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

costing (ABC).

**GENERAL PURPOSE FUNDING**

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues. The costs associated with raising the above mentioned revenues, eg. Valuation expenses, debt collection and overheads.

**LAW, ORDER, PUBLIC SAFETY**

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

**HEALTH**

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

**(s) Reporting Programs (Continued)**

**EDUCATION AND WELFARE**

Support of day care for children. Autumn Centre for Senior Citizens.  
Youth & seniors projects.

**HOUSING**

Provision and maintenance of rented housing accommodation for pensioners and employees.

**COMMUNITY AMENITIES**

Sanitation, sewerage, stormwater drainage, protection of the environment, public conveniences, cemeteries and town planning.

**RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, walk trails, youth recreation,  
Public halls and Mingenew Recreation Centre.

**TRANSPORT**

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase and cleaning of streets.

**ECONOMIC SERVICES**

Tourism, community development, pest control, building services and private works.

**OTHER PROPERTY & SERVICES**

Plant works, plant overheads and stock of materials.

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 2: EXPLANATION OF MATERIAL VARIANCES**

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>	\$	%			
General Purpose Funding	356,073	16.31%	▲	Timing	Federal Assistance Grants received in advance
Governance	33,632	504.31%	▲	Permanent	Relates to unbudgeted funds received for Traineeship and recycling income
Transport	127,480	22.74%	▲	Timing	MRWA Direct Grant higher than budget and Police Licencing higher than budgeted (offset with Police Licencing expenditure)
Other Property and Services	(24,415)	(23.00%)	▼	Permanent	MWIRSA Reimbursement deferred; offset by no expenditure to occur in 2018/2019
<b>Operating Expenses</b>					
Governance	(55,427)	(20.88%)	▼	Timing	Admin Allocations more than budget, adjusted for 2019/20 budget
Law, Order and Public Safety	22,292	14.39%	▲	Timing	ESL expenditure underbudget
Health	25,480	17.03%	▲	Timing	Under budget on mosquito control and medical practitioner support
Education and Welfare	18,944	23.06%	▲	Timing	APU Expenditure underbudget
Community Amenities	46,858	17.84%	▲	Timing	Refuse site maintenance & asbestos management under budget
Recreation and Culture	22,810	2.11%		Timing	Public gardens, reserves, sporting complexes under budget
Transport	(148,307)	(3.32%)		Timing	Police Licencing higher than budget (offset by Police Licencing income) and flood damage expenditure incurred in 2018/19 but budgeted for in 2017/18
Other Property and Services	(6,986)	(12.25%)		Timing	MRWIRSA Expenditure deferred as per revenue
<b>Funding balance adjustments</b>					
Depreciation	(423,247)	(22.87%)		Timing	Capital items not yet purchased and Road construction not yet completed. Also depreciation not finalised pending audit
<b>Capital Revenues</b>					
Grants, Subsidies and Contributions	607,482	17.23%	▲	Timing	WANDRRA grant funding received in 2018/19 budgeted for in 2017/18. See Note 11 for details
Proceeds from Disposal of Assets	33,418	28.56%	▲	Timing	Received than budgeted for. See Note 8 for details

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 2: EXPLANATION OF MATERIAL VARIANCES**

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Capital Expenses</b>					
Land and Buildings	108,506	100.00%	▲	Timing	No expenditure to date on capital L&B Projects (in particular Town Hall)
Infrastructure - Roads	481,800	23.45%	▲	Timing	Coalseam Rd, Yarragadee Bridge, Mingenew Mullewa Road, Coalseam Bridge. See Note 13 for details
Infrastructure - other	23,066	7.79%		Timing	Netball courts

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

For the Period Ended 30 June 2019

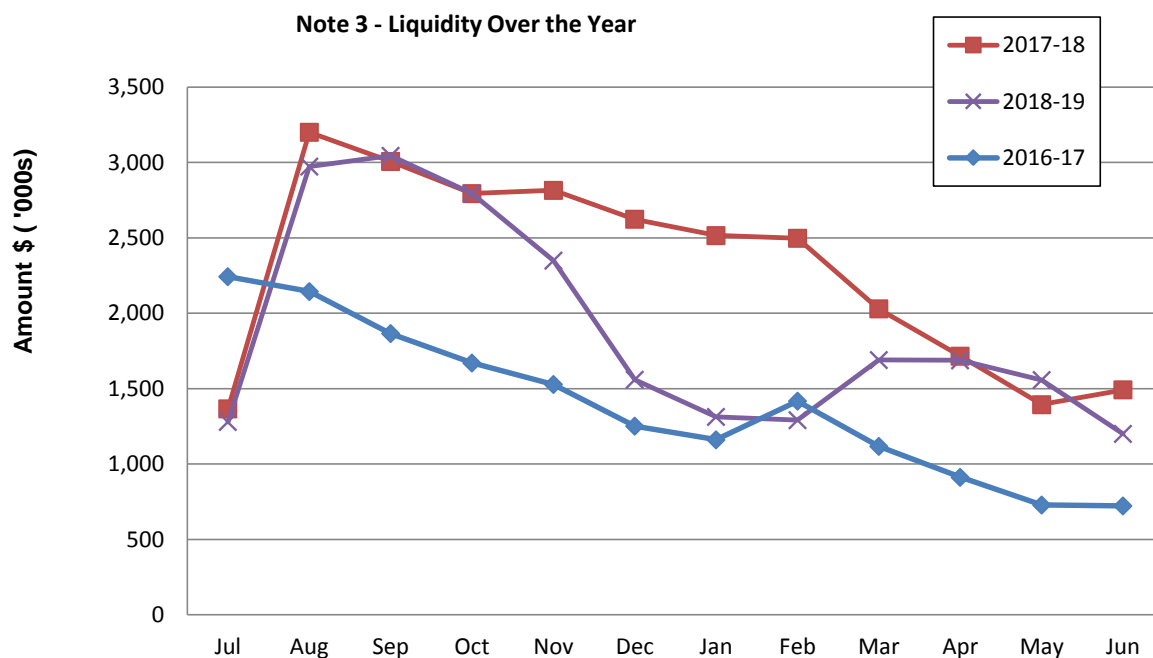
**Note 3: NET CURRENT FUNDING POSITION**

		Positive=Surplus (Negative=Deficit)		
	Note	YTD 30 Jun 2019	30 June 2018	YTD 30 Jun 2018
		\$	\$	\$
<b>Current Assets</b>				
Cash - Unrestricted	4	627,922	1,044,403	1,044,403
Cash - Restricted Reserves	4	308,490	406,324	406,324
Cash - Restricted Unspent Grants		551,945	583,500	583,500
Cash - Trust		20,501	58,784	58,784
Investments		0	0	0
Rates - Current	6	24,104	44,775	44,775
Sundry Debtors	6	190,363	21,668	21,668
Provision for Doubtful Debts		0	(1,585)	(1,585)
ESL Levy		0	0	0
GST Receivable		101,633	18,399	18,399
Receivables - Other		18,937	0	0
Inventories - Fuel & Materials		0	3,065	3,065
Inventories - Land Held for Resale		40,394	40,394	80,788
		1,884,289	2,219,727	2,260,121
<b>Current Liabilities</b>				
Sundry Creditors		(231,782)	(165,321)	(165,321)
GST Payable		(35,013)	(21,340)	(21,340)
PAYG		(22,226)	(16,111)	(16,111)
Accrued Interest on Debentures		(2,496)	(2,496)	(2,496)
Accrued Salaries & Wages		(21,789)	(1,977)	(1,977)
Current Employee Benefits Provision		(135,959)	(214,319)	(214,319)
Trust Liability		(15,365)	(58,784)	(58,784)
Current Loan Liability		(158,166)	(115,473)	(115,473)
		(622,795)	(595,822)	(595,822)
<b>NET CURRENT ASSETS</b>		<b>1,261,494</b>	<b>1,623,905</b>	<b>1,664,299</b>
<b>Less:</b>				
Cash - Restricted Reserves		(308,490)	(406,324)	(406,324)
Inventories - Land Held for Resale		(40,394)	(40,394)	(80,788)
<b>Add Back:</b>				
Current Loan Liability		158,166	115,473	115,473
Cash Backed Employee Provisions		135,959	214,319	214,319
<b>Net Current Funding Position (Surplus / Deficit)</b>		<b>1,206,736</b>	<b>1,506,980</b>	<b>1,506,980</b>

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

For the Period Ended 30 June 2019

**Note 3: NET CURRENT FUNDING POSITION**



**Comments - Net Current Funding Position**

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 4: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) <b>Cash Deposits</b>							
Municipal Bank Account		627,822	0		627,822	NAB	At Call
Trust Bank Account				20,501	20,501	NAB	At Call
Cash Maximiser Account (Muni)		0	0		0	NAB	At Call
Cash On Hand	Nil	100			100	NAB	At Call
Reserve Funds	2.50%		308,490		308,490	NAB	30 June 2019
(b) <b>Term Deposits</b>							
Short Term Deposits	2.50%		551,945		551,945	NAB	30 June 2019
<b>Total</b>		627,922	860,435	20,501	1,508,858		

**Comments/Notes - Investments**

Restricted Cash

(1) Municipal Fund

Purpose for Funds Being Restricted	Funding Organisation	Due Date to be Expended	Amount
1 Nil			
2 Nil			
<b>Sub-total</b>			-

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 4: CASH AND INVESTMENTS**

**(2) Cash on Hand**

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Nil			
2 Nil			
Sub-total			-

**(3) Term Deposits**

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Special Purpose Grants - Bridges	Financial Assistance Grants	30 June 2019	47,000
2 Special Purpose Grants - Bridges	Financial Assistance Grants	30 June 2019	498,000
3 Interest			3,563
Sub-total			548,563

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 30 June 2019

**Note 5: BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account / Job No.	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	<b>Budget Adoption</b>		Opening Surplus(Deficit)	\$	\$	\$	\$
	Actual Opening value as per audited financial report 30/06/2018				14,992	0	1,491,987
	<b>Budget Review - November 2018</b>						1,506,979
0121	Interim Rates Levied	Confirmed	Operating Revenue		6,000		1,512,979
0482	Rates Legal Costs	Confirmed	Operating Expenses		6,000		1,518,979
0272	Salaries (Muni Fund)	Confirmed	Operating Expenses			(30,000)	1,488,979
0282	Superannuation	Confirmed	Operating Expenses			(15,000)	1,473,979
0992	Employee Expenses - Other	Confirmed	Operating Expenses			(5,000)	1,468,979
0302	Staff Training	Confirmed	Operating Expenses			(5,000)	1,463,979
0322	Staff Conferences	Confirmed	Operating Expenses		5,000		1,468,979
0422	Advertising	Confirmed	Operating Expenses		8,000		1,476,979
0532	Asset Management Expenditure	Confirmed	Operating Expenses		5,000		1,481,979
0562	Computer S / W Licensing & Support	Confirmed	Operating Expenses			(5,000)	1,476,979
0582	CEO Recruitment Expenses	Confirmed	Operating Expenses		5,000		1,481,979
1002	Maternal & Infant Health Clinic	Confirmed	Operating Expenses			(5,000)	1,476,979
1582	Medical Practitioner Support	Confirmed	Operating Expenses		8,655		1,485,634
1706	Rental Revenue - 4 William Street, Mingenew	Confirmed	Operating Revenue		8,000		1,493,634
1707	Rental Revenue - 55 King Street, Mingenew	Confirmed	Operating Revenue		10,000		1,503,634
1708	Rental Revenue - 13 Moore Street, Mingenew	Confirmed	Operating Revenue		9,250		1,512,884
1716	Rental Expenditure - 4 William Street, Mingenew	Confirmed	Operating Expenses			(6,500)	1,506,384
1717	Budget amendments	Confirmed	Operating Expenses			(8,400)	1,497,984
1743	Staff Housing Rent - 34 William St	Confirmed	Operating Revenue			(8,844)	1,489,140
1773	Predicted variances	Confirmed	Operating Expenses			(5,000)	1,484,140
1772	Rubbish Site Maintenance	Confirmed	Operating Expenses		21,000		1,505,140
2233	Town Planning - Development Application Fees	Confirmed	Operating Revenue		7,650		1,512,790



**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**Note 5: BUDGET AMENDMENTS**

2142	Mingenew Revitalisation Plan Project	Confirmed	Operating Expenses	5,000		1,517,790
2322	Public Conveniences	Confirmed	Operating Expenses		(12,500)	1,505,290
2422	Public Halls	Confirmed	Operating Expenses		(11,000)	1,494,290
2642	Public Gardens & Reserves	Confirmed	Operating Expenses		(49,500)	1,444,790
2652	Sporting Complex & Amenities	Confirmed	Operating Expenses		(40,000)	1,404,790
3322	Maintenance Grading	Confirmed	Operating Expenses		(14,363)	1,390,427
3342	Asset Preservation Urban	Confirmed	Operating Expenses		(31,369)	1,359,058
3352	Asset Preservation Rural	Confirmed	Operating Expenses		(113,243)	1,245,815
3432	Street Cleaning	Confirmed	Operating Expenses	14,500		1,260,315
3442	Traffic Signs & Control Equipment	Confirmed	Operating Expenses	5,000		1,265,315
3452	Tree Pruning	Confirmed	Operating Expenses		(12,000)	1,253,315
3842	Noxious Weeds / Pest Plants	Confirmed	Operating Expenses	6,475		1,259,790
4332	Engineering support expenses	Confirmed	Operating Expenses		(10,000)	1,249,790
7412	Tool Box Talks & Safety Team Meetings	Confirmed	Operating Expenses	5,380		1,255,170
7442	Occ. H.S. & Welfare	Confirmed	Operating Expenses	5,000		1,260,170
4472	Fuel & Oils	Confirmed	Operating Expenses	20,000		1,280,170
4482	Tyres & Sundries	Confirmed	Operating Expenses	20,000		1,300,170
2434	Town Hall Refurbishment	Confirmed	Capital Expenses	36,817		1,336,987
0001	Road Construction; Own Resources	Confirmed	Capital Expenses	30,000		1,366,987
0145	Wildflower Town Entrance Statements	Confirmed	Capital Expenses	5,000		1,371,987
0142	Mingenew Hill Walk Trail (Installation)	Confirmed	Capital Expenses	15,000		1,386,987
3874	Digital Farm Network Project	Confirmed	Capital Expenses	70,000		1,456,987
0150	Tennis Court Lighting	Confirmed	Capital Expenses	15,000		1,471,987
0071	Little Well Project	Confirmed	Capital Expenses		(10,000)	1,461,987
0175	Loader	Confirmed	Capital Expenses	55,000		1,516,987
	Trade in of Loader	Confirmed	Capital Revenue		(10,000)	1,506,987
0180	Tractor	Confirmed	Capital Expenses		(20,000)	1,486,987
0170	Works Managers Vehicle - Capital Purchase	Confirmed	Capital Expenses	45,000		1,531,987
0170	Trade in of Works Manager Vehicle	Confirmed	Capital Revenue		(30,000)	1,501,987
5152	PO Building Maintenance - includes utility charges	Confirmed	Capital Expenses		(10,000)	1,491,987
<b>Budget Review - February 2019</b>						
0073	Sundry Income - Photocopy / Fax	Confirmed	Operating Revenue		(10,000)	1,481,987

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**Note 5: BUDGET AMENDMENTS**

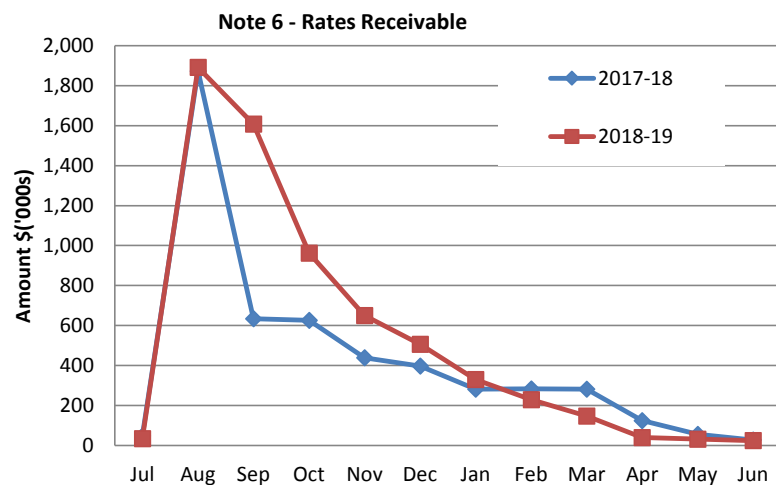
0432	Office Expenses - Other	Confirmed	Operating Expenses			(5,000)	1,476,987
0402	Equipment Repair & Maintenance	Confirmed	Operating Expenses			(4,900)	1,472,087
1002	Maternal & Infant Health Clinic	Confirmed	Operating Expenses			(15,000)	1,457,087
1833	Staff Housing Rent - 15 Field Street	Confirmed	Operating Revenue	3,800			1,460,887
1853	Staff Housing Rent - Triplex	Confirmed	Operating Revenue			(2,500)	1,458,387
1707	Rental Revenue - 55 King Street, Mingenew	Confirmed	Operating Revenue			(1,000)	1,457,387
1708	Rental Revenue - 13 Moore Street, Mingenew	Confirmed	Operating Revenue			(2,200)	1,455,187
1813	Recycling Income	Confirmed	Operating Revenue	10,000			1,465,187
2092	Asbestos Management	Confirmed	Operating Expenses	7,500			1,472,687
2112	Town Planning Costs	Confirmed	Operating Expenses			(2,000)	1,470,687
2322	Public Conveniences	Confirmed	Operating Expenses			(10,000)	1,460,687
2642	Public Gardens & Reserves	Confirmed	Operating Expenses			(40,000)	1,420,687
3352	Asset Preservation Rural	Confirmed	Operating Expenses	17,300			1,437,987
3372	Bridge, Culvert, Pipe	Confirmed	Operating Expenses	23,000			1,460,987
3402	Depot Maintenance	Confirmed	Operating Expenses			(15,000)	1,445,987
3492	Drainage	Confirmed	Operating Expenses	5,000			1,450,987
3842	Noxious Weeds / Pest Plants	Confirmed	Operating Expenses	3,000			1,453,987
3902	MIG Office Maintenance	Confirmed	Operating Expenses	10,000			1,463,987
4003	Grants - General	Confirmed	Operating Revenue	5,000			1,468,987
3962	North Midlands Trails Masterplan	Confirmed	Operating Expenses			(5,000)	1,463,987
4423	Reimbursements	Confirmed	Operating Revenue	8,250			1,472,237
7422	Less PWO Allocated To W&S	Confirmed	Operating Expenses			(8,250)	1,463,987
4463	Staff Fuel Card Reimbursements	Confirmed	Operating Revenue			(15,000)	1,448,987
4552	Staff Fuel Cards	Confirmed	Operating Expenses	15,000			1,463,987
4622	Expenses Other	Confirmed	Operating Expenses	5,000			1,468,987
A001	Capital works- Shire office	Confirmed	Capital Expenses	5,000			1,473,987
A302	Capital Works - Council Desks, Table & Chairs	Confirmed	Capital Expenses	5,000			1,478,987
H007	Capital Works - 1 Bedroom Unit	Confirmed	Capital Expenses	8,000			1,486,987
0142	Mingenew Hill Walk Trail (Installation)	Confirmed	Capital Expenses	10,000			1,496,987
A201	Office PCs & Laptops	Confirmed	Capital Expenses			(5,000)	1,491,987
Amended Budget Cash Position as per Council Resolution				0	608,569	(608,569)	1,491,987

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 6: RECEIVABLES**

**Receivables - Rates & Rubbish Receivable**

	YTD 30 Jun 2019	30 June 2018
	\$	\$
Opening Arrears Previous Years	44,775	83,832
Levied this year	1,857,448	1,852,748
Less Collections to date	(1,878,119)	(1,891,805)
Equals Current Outstanding	24,104	44,775
<b>Net Rates Collectable</b>	<b>24,104</b>	<b>44,775</b>
% Collected	98.73%	97.69%



**Comments/Notes - Receivables Rates**

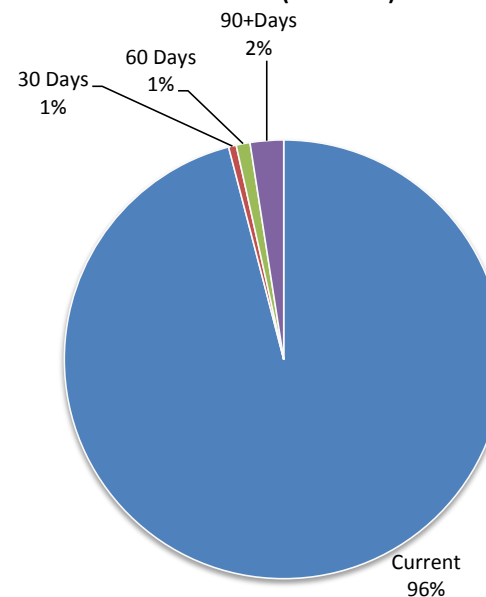
Instalment Due Dates:

Instalment 1	5-Oct-18
Instalment 2	6-Dec-18
Instalment 3	7-Feb-19
Instalment 4	8-Apr-19

**Receivables - General**

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	182,521	1,076	1,941	4,675
<b>Total Receivables General Outstanding</b>				<b>190,213</b>

**Note 6 - Accounts Receivable (non-rates)**



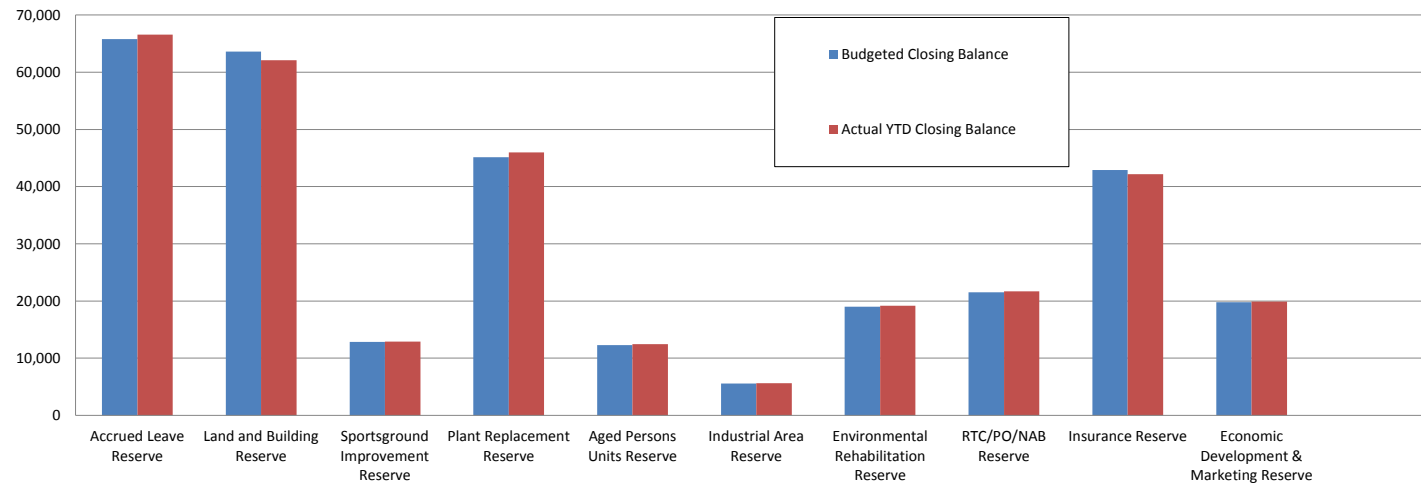
**Comments/Notes - Receivables General**

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

**Note 7: Cash Backed Reserve**

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	YTD Actual Transfers In (+)	Budget Transfers Out (-)	YTD Actual Transfers Out (-)	Transfer out Reference	Budgeted Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Accrued Leave Reserve	64,509	1,250	2,035	0	0	0	0		65,759	66,544
Land and Building Reserve	60,169	3,425	1,897	0	0	0	0		63,594	62,066
Sportsground Improvement Reserve	2,811	60	89	10,000	10,000	0	0		12,871	12,900
Plant Replacement Reserve	152,727	3,875	4,815	0	0	(111,463)	(111,565)		45,139	45,978
Aged Persons Units Reserve	20,868	500	657	0	0	(9,081)	(9,081)		12,287	12,444
Industrial Area Reserve	5,454	125	172	0	0	0	0		5,579	5,626
Environmental Rehabilitation Reserve	18,570	450	586	0	0	0	0		19,020	19,155
RTC/PO/NAB Reserve	21,025	500	663	0	0	0	0		21,525	21,688
Insurance Reserve	40,882	2,025	1,289	0	0	0	0		42,907	42,171
Economic Development & Marketing Reserve	19,309	500	609	0	0	0	0		19,809	19,919
	<b>406,324</b>	<b>12,710</b>	<b>12,812</b>	<b>10,000</b>	<b>10,000</b>	<b>(120,544)</b>	<b>(120,646)</b>	<b>0</b>	<b>308,490</b>	<b>308,490</b>

**Note 7 - Year To Date Reserve Balance to End of Year Estimate**



SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Original Budget			Comments
					YTD 30/06/2019			
Cost	Accum Depn	Proceeds	Profit (Loss)		2018/2019 Budget Profit/(Loss)	2018/2019 Actual Profit/(Loss)	Variance	
\$	\$	\$	\$		\$	\$	\$	
				Plant and Equipment				
42,660	(12,833)	31,818	1,991	CEO Vehicle	1,000	1,991	991	
11,441	(4,173)	10,455	3,186	Case JC65 Tractor	9,000	3,186	(5,814)	
57,000	(17,236)	70,000	30,236	Volvo Loader	40,000	30,236	(9,764)	
41,678	(16,671)	38,145	13,138	Works Manager Vehicle	0	13,138	13,138	
152,779	(50,913)	150,418	48,552		50,000	48,552	(1,448)	

Comments - Capital Disposal/Replacements

AASB 101.10(e)

AASB 101.51

AASB 101.112

LGA S6.2(4)(b)

FM Reg 23(a)

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**9. RATING INFORMATION**

RATE TYPE	Rate in \$	Number of properties	Rateable value \$	Rate Revenue \$	2018-19 interim rates \$	2018-19 back rates \$	Actual Rate Revenue \$	2018-19 Budgeted rate revenue \$	2018-19 Budgeted interim rates \$	2018-19 Budgeted back rates \$	2018-19 Budgeted total revenue \$
<b>General rate</b>											
GRV - Mingenew	0.149035	127	1,103,699	164,490	3,453	(325)	167,618	164,490			164,490
GRV - Yandanooka	0.149035	2	13,884	2,069			2,069	2,069			2,069
GRV- Commercial	0.149035	14	349,700	52,118	349		52,466	52,118			52,118
GRV - Industrial	0.149035	1	12,480	1,860		198	2,058	1,860			1,860
UV Rural & Mining	0.013684	115	110,855,505	1,517,398	102		1,517,501	1,516,949			1,516,949
UV Mining	0.013684	0	0	0			0	0			0
<b>Sub-Totals</b>		259	112,335,268	1,737,935	3,904	(127)	1,741,712	1,737,485	0	0	1,737,485
<b>Minimum payment</b>	<b>Minimum \$</b>										
GRV - Mingenew	700	64	28,162	44,800	1,400	(235)	45,965	44,800			44,800
GRV - Yandanooka	700	0	0	0			0	0			0
GRV- Commercial	700	9	6200	6,300			6,300	6,300			6,300
GRV - Industrial	700	2	1,850	1,400			1,400	1,400			1,400
UV Rural & Mining	1050	23	691,595	24,150			24,150	24,150			24,150
UV Mining	1050	8	27,199	8,400	1,050	407	9,857	8,400			8,400
<b>Sub-Totals</b>		106	755,006	85,050	2,450	172	87,672	85,050	0	0	85,050
	24 - 25										
	<b>365</b>		<b>113,090,274</b>	<b>1,822,985</b>	<b>6,354</b>	<b>44</b>	<b>1,829,383</b>	<b>1,822,535</b>	<b>0</b>	<b>0</b>	<b>1,822,535</b>
Discounts/concessions							(1,035)				(1,035)
<b>Total amount raised from general rates</b>							<b>1,828,349</b>				<b>1,821,500</b>
Write offs							(8,487)				0
Ex Gratia Rates							37,586				36,412
<b>Total rates</b>							<b>1,857,448</b>				<b>1,857,912</b>

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**10. INFORMATION ON BORROWINGS**

**(a) Debenture Repayments**

Particulars	Principal 1-Jul-18	Principal Repayments		Principal Outstanding		Interest Repayments	
		YTD Actual \$	Budget \$	YTD Actual \$	Budget \$	YTD Actual \$	Budget \$
<b>Education &amp; Welfare</b>							
Loan 137 - Senior Citizens Buildings	87,814	21,169	21,172	66,645	66,642	2,809	2,440
<b>Housing</b>							
Loan 133 - Triplex	55,952	13,488	13,490	42,464	42,462	1,790	1,555
Loan 134 - SC Housing	42,623	10,275	10,276	32,348	32,347	1,363	1,185
Loan 136 - Staff Housing	106,294	25,623	25,627	80,671	80,667	3,400	2,954
Loan 142 - Staff Housing	49,086	11,858	11,935	37,228	37,151	1,570	1,364
<b>Recreation &amp; Culture</b>							
Loan 138 - Pavilion Fitout	84,302	20,322	20,325	63,980	63,977	2,696	2,342
<b>Transport</b>							
Loan 139 - Roller	20,665	4,982	4,982	15,683	15,683	661	574
Loan 141 - Grader	71,754	17,297	17,300	54,457	54,454	2,295	1,994
Loan 144 - Side Tipping Trailer	49,086	11,833	11,835	37,253	37,251	1,570	1,364
Loan 145 - Drum Roller	72,926	17,580	17,583	55,346	55,343	2,333	2,027
	640,502	154,425	154,525	486,077	485,977	20,486	17,799

All debenture repayments were financed by general purpose revenue.

**(b) New Debentures**

Nil

**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 30 June 2019

**Note 11: GRANTS AND CONTRIBUTIONS**

Program/Details GL	Grant Provider	Approval	2018/2019 Original Budget	2018/2019 Amended Budget Budget	Variations Additions (Deletions)	Operating 2018/2019 Budget	Capital 2018/2019 Budget	Recoup Status	
		(Y/N)	\$	\$	\$	\$	\$	2018/2019 YTD Actual	2018/2019 YTD Budget
<b>GENERAL PURPOSE FUNDING</b>									
Financial Assistance Grant - Roads	Grants Commission	Y	139,866	139,866	0	139,866	0	329,196	139,866
Financial Assistance Grant - General	Grants Commission	Y	129,381	129,381	0	129,381	0	296,359	129,381
<b>GOVERNANCE</b>									
Reimbursements	Miscellaneous	Y	10,154	154	(10,000)	10,154	0	655	154
Reimbursements	Miscellaneous	Y	1,000	1,000	0	1,000	0	0	1,000
Reimbursements	Miscellaneous	Y	1,000	1,000	0	1,000	0	3,366	1,000
Traineeship Grants	Miscellaneous	Y	0	0	0	0	0	17,336	0
<b>LAW, ORDER, PUBLIC SAFETY</b>									
ESL Administration Grant	Department of Fire & Emergency Services	Y	4,000	4,000	0	0	4,000	4,400	4,000
ESL Annual Grant	Department of Fire & Emergency Services	Y	25,287	25,287	0	0	25,287	19,050	25,287
<b>HEALTH</b>									
Nil		N	0	0	0	0	0	0	0
<b>EDUCATION &amp; WELFARE</b>									
Seniors Week Grant	COTAWA	N	1,000	1,000	0	1,000	0	0	1,000
Community Christmas Tree	CBH	N	2,000	2,000	0	2,000	0	455	2,000
<b>HOUSING</b>									
Independent Living Units	WCHS	Y	0	0	0	0	0	0	0
Reimbursements	Bond Administrator	Y	0	0	0	0	0	153	0
<b>COMMUNITY AMENITIES</b>									
Thank a Volunteer Day	Department of Local Government & Comm	N	2,000	2,000		2,000	0	1,000	2,000
Transfer Station	Mid West Development Commission	Y	5,000	5,000	0	0	5,000	5,000	5,000
<b>RECREATION AND CULTURE</b>									
Netball Courts	DSR	Y	121,667	121,667	0	0	121,667	121,458	121,667
Railway Station	Lotterystwest	Y	0	0	0	0	0	(2,245)	0
<b>TRANSPORT</b>									
Flood Damage Funding	WANDRRA	Y	2,441,696	2,441,696	0	0	2,441,696	3,092,330	2,441,696
Direct Grant	Main Roads WA	Y	45,210	45,210	0	45,210	0	73,479	45,210
Blackspot Funding	Main Roads WA	Y	188,911	188,911	0	0	188,911	139,538	188,911
Regional Road Group	Main Roads WA	Y	544,674	544,674	0	0	544,674	551,104	544,674
Roads To Recovery	Department of Infrastructure	Y	223,467	223,467	0	0	223,467	223,467	223,467
Street Lighting	Main Roads WA	Y	2,500	2,500	0	2,500	0	2,351	2,500
<b>ECONOMIC SERVICES</b>									
DrumMuster	Reimbursements	N	1,000	1,000	0	1,000	0	0	1,000
Reimbursements - RTC Building	Reimbursements	N	0	0	0	0	0	420	0
Grants - General	Reimbursements	N	0	5,000	5,000	0	0	5,000	5,000
<b>OTHER PROPERTY &amp; SERVICES</b>									
Staff Fuel Card Reimbursements	Reimbursements	Y	0	0	0	0	0	9,630	0
Expenses Recovered	Reimbursements	Y	0	0	0	0	0	8,620	0
Reimbursements - Workers Comp	LGIS	Y	0	0	0	0	0	947	0
Reimbursements - Sundry		Y	0	8,250	8,250	0	0	8,250	8,250
<b>TOTALS</b>			<b>3,889,813</b>	<b>3,893,063</b>	<b>3,250</b>	<b>335,111</b>	<b>3,554,702</b>	<b>4,911,317</b>	<b>3,893,063</b>
Grants	Operating		351,244	356,244	3,250			741,981	356,244
Grants	Non-operating		3,525,415	3,525,415	0			4,132,897	3,525,415
Contribution & Reimbursement	Operating & Non Operating		13,154	11,404	0			36,440	11,404
			<u>3,889,813</u>	<u>3,893,063</u>	<u>3,250</u>			<u>4,911,317</u>	<u>3,893,063</u>



**SHIRE OF MINGENEW**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 June 2019**

**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 1 Jul 18	Amount Received	Amount Paid	Closing Balance 30-Jun-19
	\$	\$	\$	\$
Councillors Nomination Fees	0	160	0	160
BCITF Levy	495	754	0	1,249
BRB Levy	1	1,036	(401)	636
Autumn Committee	974	0	0	974
Community Bus	2,200	1,245	(400)	3,045
ANZAC Day Breakfast Donation	501	0	0	501
Building Relocation Bond	1,000	0	0	1,000
Mid West Industry Road Safety Alliance	38,010	0	(38,010)	(0)
Mingenew Cemetery Group	4,314	0	0	4,314
Bonds	0	0	0	0
Housing Bonds	1,428	0	(1,428)	0
Cool Room Bond	530	0	0	530
Outdoor Camera Bond	350	0	0	350
Animal Trap Bond	0	0	0	0
Projector Screen	0	0	0	0
Other Bonds	200	0	0	200
Rates Incentive Prizes	100	0	0	100
Sinosteel Community Trust Fund	0	0	0	0
Tree Planter - LCDC	88	0	0	88
Weary Dunlop Memorial	87	0	0	87
Mingenew P & C - NBN Rental	6,376	(1,240)	(5,136)	0
Joan Trust	6	0	0	6
Youth Advisory Council	746	0	0	746
Centenary Committee	897	0	0	897
Community Christmas Tree	432	0	0	432
Silverchain Committee	0	0	0	0
Seniors Donations	50	0	0	50
	<b>58,785</b>	<b>1,795</b>	<b>(45,374)</b>	<b>15,365</b>

Transfer to P&C not yet paid

5136

Balance per bank statement

20,501

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

Note 13: CAPITAL ACQUISITIONS

Description		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under	Comment
<b>Land Held for Resale</b>							
<b>Community Amenities</b>							
<b>Other Property &amp; Services</b>							
Industrial Area Development	4504	0	0	0	0	0	
<b>Total Land Held for Resale</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Land &amp; Buildings</b>							
Shire Office	A001	5,000	10,000	5,000	0	5,000	
Council Chambers	A302	5,000	10,000	5,000	0	5,000	
Staff Housing - 2 Bedroom Key Worker Housing	H007	2,000	10,000	2,000	0	2,000	
Town Hall	2434	86,506	123,321	86,506	0	86,506	
Old Railway Station	0070	10,000	10,000	10,000	0	10,000	
Business Incubator	5964	0	0	0	0	0	
<b>Total Land &amp; Building Total</b>		<b>108,506</b>	<b>163,321</b>	<b>108,506</b>	<b>0</b>	<b>108,506</b>	
<b>Infrastructure - Drainage/Culverts</b>							
<b>Transport</b>							
Moore Street Drainage	3284	0	0	0	0	0	
<b>Transport Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Infrastructure - Footpaths</b>							
<b>Transport</b>							
Midlands Road Town Footpaths	1291	0	0	0	0	0	
<b>Transport Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Infrastructure - Other</b>							
Waste Transfer Station	3084	25,000	25,000	25,000	24,387	613	
Little Well Project	0071	35,000	25,000	35,000	30,459	4,541	
Football oval lights	0140	0	0	0	0	0	
Mingenew Hill Project	0142	15,000	40,000	15,000	0	15,000	
Wildflower Town Entrance	0145	5,000	10,000	5,000	0	5,000	
Drovers Rest	0144	6,000	6,000	6,000	0	6,000	
Net Ball Court	0169	200,000	200,000	200,000	218,087	(18,087)	
Parks & Gardens	0	0	0	0	0	0	
Tennis Court Lights	0150	10,000	25,000	10,000	0	10,000	
Water Tanks & Reticulation	0167	0	0	0	0	0	
Digital Farm Network	3874	0	70,000	0	0	0	
<b>Total Other Infrastructure</b>		<b>296,000</b>	<b>401,000</b>	<b>296,000</b>	<b>272,934</b>	<b>23,066</b>	
<b>Furniture &amp; Office Equip.</b>							
Chair Trolley	0014	0	0	0	0	0	

SHIRE OF MINGENEW  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 June 2019

Note 13: CAPITAL ACQUISITIONS

Description		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under	Comment
Office PCs & Laptops	A201	15,000	10,000	15,000	0	15,000	Actual \$6,956 shown as Minor Assets
<b>Total Furniture &amp; Office Equip.</b>		<b>15,000</b>	<b>10,000</b>	<b>15,000</b>	<b>0</b>	<b>15,000</b>	
<b>Plant , Equip. &amp; Vehicles</b>							
<b>Governance</b>							
CEO Vehicle Replacement	A101	60,000	0	60,000	59,091	909	
Account Closed; Incorrectly linked to Land & Buildings Category	A100	0	60,000	0	0	0	
<b>Transport</b>							
Works Manager Vehicle	0170	0	45,000	0	43,386	(43,386)	
Sundry Plant	0171	10,000	10,000	10,000	0	10,000	
Loader	0175	225,000	280,000	225,000	225,000	0	
Tractor	0180	75,000	55,000	75,000	49,509	25,491	
<b>Total Plant, Equipment &amp; Vehicles</b>		<b>370,000</b>	<b>450,000</b>	<b>370,000</b>	<b>376,986</b>	<b>(6,986)</b>	
<b>Roads &amp; Bridges</b>							
Roadworks Construction - Own Resources	0001	22,850	52,850	22,850	115	22,735	
Roadworks Construction - Own Resources	6073	0	0	0	6,459	(6,459)	
Yandanooka North East Road	1221	223,467	223,467	223,467	225,176	(1,709)	
Special Purpose Grant - Yarragadee Bridge	6075	0	0	0	0	0	
Special Purpose Grant - Yarragadee Bridge	1227	210,000	210,000	210,000	163,334	46,666	
Special Purpose Grant - Coalseam Bridge	1229	498,000	498,000	498,000	398,000	100,000	
Mingenew Mullewa Road Reseal (RRG)	RR65	441,500	441,500	441,500	441,340	160	
Mingenew Mullewa Road - PN21115505	RR66	0	0	0	106,147	(106,147)	
Mingenew Morawa / Yandanooka North East Intersection	BS05	45,000	45,000	45,000	16,876	28,124	
Yandanooka Melara / Narandagy / Manarra Rd Intersection	BS07	238,367	238,367	238,367	215,448	22,919	
RRG - Coalseam Road	RR61	375,512	375,512	375,512	0	375,512	
<b>Total Roads &amp; Bridges</b>		<b>2,054,696</b>	<b>2,084,696</b>	<b>2,054,696</b>	<b>1,572,896</b>	<b>481,800</b>	
						0	
<b>Capital Expenditure Total</b>		<b>2,844,202</b>	<b>3,109,017</b>	<b>2,844,202</b>	<b>2,222,815</b>	<b>621,387</b>	

**ATTACHMENT: 12.2**

**List of Payments for the Period Ending 30 June 2019**

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 1

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
FINRENT06	27/06/2019	FINRENT	Computer Security June 2019	M		656.57
WESTNET61903	06/2019	WESTNET	Westnet Internet June 2019	M		129.95
COPY0619	07/06/2019	DE LAGE LANDEN	Photocopier Rental June 2019	M		356.80
PHONE0619	17/06/2019	BUSINESS 1300	After Hours Phone Service June 2019	M		99.00
MERCH0619	28/06/2019	NAB	Merchant Fees June 2019	M		297.83
FEES0619	28/06/2019	NAB	Bank Fees June 2019	M		50.00
FEES06191	28/06/2019	NAB	Bank Fees June 2019	M		21.60
8604	12/06/2019	SYNERGY	4 WilliamsStreet Power Account	M		150.35
8605	12/06/2019	WATER CORPORATION	BP Site Water Account	M		120.76
8606	18/06/2019	SYNERGY	Street Lights Account	M		1,832.45
8607	18/06/2019	WATER CORPORATION	Water Accounts May 2019	M		5,633.34
8608	21/06/2019	Main Roads Midwest Region	Over Claim Payment	M		12,749.00
EFT12516	12/06/2019	AMPAC	Debt Recovery Fees	M		502.54
EFT12517	12/06/2019	ATOM SUPPLY	Various Parts	M		11.77
EFT12518	12/06/2019	AVON WASTE	Rubbish Collection Charges	M		2,512.81
EFT12519	12/06/2019	AIT SPECIALISTS PTY LTD	Professional Services Provided	M		188.76
EFT12520	12/06/2019	Moore Stephens	Workshop Fees	M		2,048.20
EFT12521	12/06/2019	Bedrock Electrical Services	Electrical Works Completed in Public Toilets	M		483.45
EFT12522	12/06/2019	BPH	Plant Hire	M		4,224.00

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 2

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT12523	12/06/2019	BREEZE CONNECT PTY LTD	Phone System Costs	M		474.00
EFT12524	12/06/2019	Courier Australia	Freight Charges	M		56.22
EFT12525	12/06/2019	COATES HIRE OPERATIONS PTY LTD	Plant Hire	M		1,064.40
EFT12526	12/06/2019	CHILD SUPPORT AGENCY	Payroll deductions	M		509.91
EFT12527	12/06/2019	LANDGATE	Rural UV Charges	M		2,563.60
EFT12528	12/06/2019	DONGARA DRILLING & ELECTRICAL	Electrical Works Completed on Football Oval	M		3,865.49
EFT12529	12/06/2019	DONGARA PLUMBING	Plumbing Works Completed at 34 Williams Street	M		2,904.00
EFT12530	12/06/2019	EXTERIA	Purchase of Bin Posts	M		2,233.00
EFT12531	12/06/2019	EPIC ELECTRICAL	Electrical Works Completed at Tennis Club	M		1,831.21
EFT12532	12/06/2019	Cassandra Eva	Expenses Claimed	M		175.00
EFT12533	12/06/2019	EASY CARE AUTO PTY LTD	Investigate Vehicle Faults	M		287.10
EFT12534	12/06/2019	GERALDTON MOWER & REPAIR SPECIALIST	Purchase of Blower Vac	M		1,112.00
EFT12535	12/06/2019	GREENFIELD TECHNICAL SERVICES	Project Management Fees	M		9,014.50
EFT12536	12/06/2019	JR & A HERSEY PTY LTD	Various Workshop Sundries	M		1,533.94
EFT12537	12/06/2019	IRWIN PLUMBING SERVICES	Plumbing Works Completed at Triplex 1	M		2,908.95
EFT12538	12/06/2019	INFINITUM TECHNOLOGIES	IT Support Charges	M		396.00
EFT12539	12/06/2019	LGIS RISK MANAGEMENT	LGISWA Mid-west Regional Risk Coordination Programme	M		3,051.40
EFT12540	12/06/2019	LGRCEU	Payroll deductions	M		20.50
EFT12541	12/06/2019	Shire Of Mingenew	Payroll deductions	M		100.00

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 3

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT12542	12/06/2019	Mingenew Community Resource Centre	Anzac Day Goods	M		297.00
EFT12543	12/06/2019	MINGENEW SPRING CARAVAN PARK	Accomodation Costs	M		147.00
EFT12544	12/06/2019	MARKETFORCE	Advertsing fees	M		1,691.65
EFT12545	12/06/2019	McIntosh & Son	Mechanical Works Completed on MI 473	M		2,088.48
EFT12546	12/06/2019	Novus Geraldton	Backhoe Window Replacement	M		1,081.07
EFT12547	12/06/2019	PALM ROADHOUSE	Catering	M		57.80
EFT12548	12/06/2019	PEMCO DIESEL PTY LTD	Mechanical Works Completed on MI 125	M		1,174.97
EFT12549	12/06/2019	Telstra Corporation	13 Moore Street Phone Account	M		42.08
EFT12550	12/06/2019	TRUCKLINE	Parts for Vehicle MI 027	M		78.38
EFT12551	12/06/2019	Urbis	Review of Town Planning Scheme	M		2,097.15
EFT12552	12/06/2019	VISAGE PRODUCTIONS	Our Town Series Payment	M		4,400.00
EFT12553	12/06/2019	VELPIC	Velpic Monthly Fees	M		389.40
EFT12554	18/06/2019	Australian Taxation Office	MAY 2019 BAS	M		23,104.00
EFT12555	18/06/2019	AUSTRALIA POST	May 2019 Postage Fees	M		203.35
EFT12556	18/06/2019	ABCO PRODUCTS	Cleaning Products	M		833.96
EFT12557	18/06/2019	AVON WASTE	Rubbish Collection Charges	M		2,445.53
EFT12558	18/06/2019	AIT SPECIALISTS PTY LTD	Professional Services Provided	M		328.90
EFT12559	18/06/2019	BUNNINGS Group Limited	Purchase of Doors	M		641.78
EFT12560	18/06/2019	BOC GASES	Depot Gas Bottle Hire Charges	M		47.78

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 4

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT12561	18/06/2019	BINGO AUSTRALIA PTY LTD	Bingo Supplies	M		240.92
EFT12562	18/06/2019	Bedrock Electrical Services	Electrical Works Completed at Shire Depot	M		4,994.00
EFT12563	18/06/2019	BPH	Flood Damage Repairs	M		120,684.19
EFT12564	18/06/2019	BP Australia Pty Ltd	REFUND FOR LEASE PAYMENTS	M		3,968.80
EFT12565	18/06/2019	Courier Australia	Freight Charges	M		78.55
EFT12566	18/06/2019	CHILD SUPPORT AGENCY	Payroll deductions	M		509.91
EFT12567	18/06/2019	COLAS WESTERN AUSTRALIA PTY LTD	Bitumen Sealing Work	M		79,490.40
EFT12568	18/06/2019	DONGARA PLUMBING	Plumbing Works Completed at APU 2	M		538.43
EFT12569	18/06/2019	DEAN CONTRACTING PTY LTD	Roadworks Completed	M		162,800.00
EFT12570	18/06/2019	Vr & Bj Elsegood & Son	Gravel Purchase	M		5,500.00
EFT12571	18/06/2019	GREENFIELD TECHNICAL SERVICES	Road Plan Documents	M		264.00
EFT12572	18/06/2019	IT Vision	Training Fees	M		1,122.00
EFT12573	18/06/2019	IRWIN PLUMBING SERVICES	Plumbing Works Completed to Public Toilets	M		596.75
EFT12574	18/06/2019	INFINITUM TECHNOLOGIES	IT Support Charges	M		922.60
EFT12575	18/06/2019	JASON SIGN MAKERS	Purchase of Signs	M		523.60
EFT12576	18/06/2019	KLEENHEAT GAS	Gas Bottle Service Charge	M		37.95
EFT12577	18/06/2019	State Library Of Western Australia	Better Beginnings Program	M		27.50
EFT12578	18/06/2019	LATERAL ASPECT	Commerical Production	M		11,000.00
EFT12579	18/06/2019	LGRCEU	Payroll deductions	M		20.50



Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 5

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT12580	18/06/2019	Shire Of Mingenew	Payroll deductions	M		100.00
EFT12581	18/06/2019	STARICK TYRES	Tyres Account May 2019	M		2,582.54
EFT12582	18/06/2019	Mitchell and Brown	Purchase of Cord	M		15.00
EFT12583	18/06/2019	Mach 1 Auto One	Purchase of Air Compressor	M		854.80
EFT12584	18/06/2019	Officeworks	Purchase of Stationery	M		277.71
EFT12585	18/06/2019	Purcher International	Purchase of Parts fo MI 262	M		279.84
EFT12586	18/06/2019	PEMCO DIESEL PTY LTD	Mechanical Works on MI 528	M		2,342.07
EFT12587	18/06/2019	PIRTEK (GERALDTON) PTY LTD	Purchase of Parts for Various Plants	M		158.82
EFT12588	18/06/2019	QUALITY PRESS	DFES Stickers	M		55.99
EFT12589	18/06/2019	REDMAC AG SERVICES	Purchase of Parts For Various Parts	M		452.87
EFT12590	18/06/2019	LANDMARK	Purchase of Pipe	M		50.97
EFT12591	18/06/2019	Sunny Sign Company	Purchase of Signs	M		313.50
EFT12592	18/06/2019	SEASIDE SIGNS	Purchase of Signs	M		168.30
EFT12593	18/06/2019	Telstra Corporation	Telstra Account May 2019	M		2,382.45
EFT12594	18/06/2019	TYREPOWER	Tyre Work Completed on 1 MI	M		78.18
EFT12595	18/06/2019	YOUNG MOTORS	Vehicle Check	M		143.00
EFT12596	26/06/2019	CR Justin Bagley	Councillor Sitting Fees	M		941.00
EFT12597	26/06/2019	BPH	Flood Damage Repairs	M		3,699.28
EFT12598	26/06/2019	Gary John Cosgrove	Councillor Sitting Fees	M		941.00

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 6

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT12599	26/06/2019	CHILD SUPPORT AGENCY	Payroll deductions	M		509.91
EFT12600	26/06/2019	CR LEAH EARDLEY	Councillor Sitting Fees	M		941.00
EFT12601	26/06/2019	GHD PTY LTD	WANDRRA Project Managment	M		9,186.32
EFT12602	26/06/2019	LGRCEU	Payroll deductions	M		20.50
EFT12603	26/06/2019	Shire Of Mingenew	Payroll deductions	M		100.00
EFT12604	26/06/2019	Kym McGlinn	Councillor Sitting Fees	M		941.00
EFT12605	26/06/2019	CR Robert William Newton	Councillor Sitting Fees	M		1,400.00
EFT12606	26/06/2019	CR HELEN NEWTON	Councillor Sitting Fees	M		3,433.00
EFT12607	28/06/2019	Main Roads Midwest Region	Bridge Works	M		437,800.00
EFT12608	28/06/2019	GERALDTON TOYOTA	Purchase of New Works Supervisor Vehicle	M		48,300.00
DOT040619	06/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 04/06/2019	M		3,055.25
DOT050619	07/06/2019	DEPARTMENT OF TRANSPORT	Dot Licensing Transactions: 05/06/2019	M		1,104.30
DOT060619	10/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 06/06/2019	M		2,276.30
DOT070619	11/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 07/06/2019	M		1,190.35
DD8900.1	05/06/2019	Motorpass	Fuel Purchases May 2019	M		11,289.88
DD8904.1	09/06/2019	WA SUPER	Payroll deductions	M		2,620.74
DD8904.2	09/06/2019	PRIME SUPER	Superannuation contributions	M		274.04
DD8904.3	09/06/2019	Australian Super	Superannuation contributions	M		675.01
DD8904.4	09/06/2019	LGIA Super	Superannuation contributions	M		951.92

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 7

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD8904.5	09/06/2019	Australlian Super	Superannuation contributions	M		258.93
DD8904.6	09/06/2019	Ioof Portfolio Service Superannuation Fund	Superannuation contributions	M		87.94
DD8904.7	09/06/2019	ANZ Smart Choice Super	Superannuation contributions	M		50.17
DD8904.8	09/06/2019	BT Super For Life	Superannuation contributions	M		257.63
DD8904.9	09/06/2019	MLC SUPER FUND	Superannuation contributions	M		159.13
DD8929.1	23/06/2019	WA SUPER	Payroll deductions	M		2,753.18
DD8929.2	23/06/2019	PRIME SUPER	Superannuation contributions	M		274.04
DD8929.3	23/06/2019	Australian Super	Superannuation contributions	M		675.01
DD8929.4	23/06/2019	LGIA Super	Superannuation contributions	M		951.92
DD8929.5	23/06/2019	Australlian Super	Superannuation contributions	M		234.24
DD8929.6	23/06/2019	Ioof Portfolio Service Superannuation Fund	Superannuation contributions	M		87.94
DD8929.7	23/06/2019	ANZ Smart Choice Super	Superannuation contributions	M		39.16
DD8929.8	23/06/2019	BT Super For Life	Superannuation contributions	M		228.25
DD8929.9	23/06/2019	MLC SUPER FUND	Superannuation contributions	M		159.13
DOT90619	21/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 19/06/2019	M		16,860.00
DOT110619	13/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 11/06/2019	M		55.60
DOT120619	14/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 12/06/2019	M		543.65
DOT130619	17/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 13/06/2019	M		7,247.15
DOT170619	19/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 147/06/2019	M		82.00

Date: 11/07/2019  
Time: 2:17:39PM

**SHIRE OF MINGENEW**  
**List of Accounts - June 2019**

USER: Jeremy Clapham  
PAGE: 8

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DOT180619	20/06/2019	DEPARTMET OF TRANSPORT	DoT Licensing Transactions: 18/06/2019	M		43.15
DOT210619	25/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions - 21/06/2019	M		1,101.10
DOT240619	27/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 24/06/2019	M		518.50
DOT250619	27/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 27/06/2019	M		425.90
DOT260619	28/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 26/06/2019	M		2,192.80
NAB270619	27/06/2019	NAB	NAB Connect Fees June 2019	M		62.74
DOT300519	04/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 30/05/2019	M		3,788.40
DD8904.10	09/06/2019	Host Plus Superannuation Fund	Superannuation contributions	M		202.44
DD8929.10	23/06/2019	Host Plus Superannuation Fund	Superannuation contributions	M		203.06
DOT2001619	24/06/2019	DEPARTMENT OF TRANSPORT	DoT Licensing Transactions: 20/06/2019	M		11,160.65

**REPORT TOTALS**

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	1,093,251.43
TOTAL		1,093,251.43