



ATTACHMENT BOOKLET FOR ORDINARY COUNCIL MEETING

17 November 2021 at 4:30pm

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MINUTES OF THE ORDINARY COUNCIL MEETING

13 OCTOBER 2021

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**MINUTES THE ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON
13 OCTOBER 2021 COMMENCING AT 4.30PM**

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President, Cr GJ Cosgrove opened the meeting at 4:30pm.

2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Councillors

Cr GJ Cosgrove	Shire President
Cr JD Bagley	Councillor
Cr CV Farr	Councillor
Cr HR McTaggart	Councillor
Cr AR Smyth	Councillor

Staff

Mr Nils Hay	Chief Executive Officer
Ms Erin Greaves	Manager Governance and Community
Mr Peter Wood	Manager Works

Guests

Mr Gavin Pearse	Councillor-Elect
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Apologies

Cr HM Newton	Councillor
Cr RW Newton	Councillor
Mr Jeremy Clapham	Manager Finance and Administration

3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

4.0 PUBLIC QUESTION TIME/PUBLIC STATEMENT TIME

Nil.

5.0 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

6.0 PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Nil.

7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

7.1 ORDINARY COUNCIL MEETING HELD 15 SEPTEMBER 2021

OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 7.1 – RESOLUTION# 01131021
MOVED: Cr AR Smyth SECONDED: Cr CV Farr

That the Minutes of the Ordinary Council Meeting held in the Council Chambers on 15 September 2021 be confirmed as a true and accurate record of proceedings.

VOTING REQUIREMENTS: CARRIED BY SIMPLE MAJORITY 5/0

8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION
Nil.

9.0 DECLARATIONS OF INTEREST
Nil.

10.0 RECOMMENDATIONS OF COMMITTEES

10.1 SHIRE OF MINGENEW AUDIT & RISK COMMITTEE – 15 SEPTEMBER 2021

10.1.1 MINUTES OF THE AUDIT & RISK COMMITTEE – 15 SEPTEMBER 2021

OFFICER RECOMMENDATION – ITEM 10.1.1

That Council receives the Minutes of the Shire of Mingenew Audit & Risk Committee meeting held 15 September 2021.

AUDIT & RISK COMMITTEE RECOMMENDATION TO COUNCIL - ITEM 10.1.2

That Council receives the correspondence prepared by the Office of the Auditor General (OAG) and Nexia Australia in relation to the Interim Audit for the financial year ended 30 June 2021.

AUDIT & RISK COMMITTEE RECOMMENDATION TO COUNCIL - ITEM 10.1.3

That Council:

1. Receives the Fleet Management Internal Audit Report as per Item 3 audit risk theme '1. Asset Management and 2. Misconduct' of the Internal Audit Plan; and
2. Notes the recommendations from the Fleet Management Internal Audit Report.

AUDIT & RISK COMMITTEE RECOMMENDATION TO COUNCIL - ITEM 10.1.4

The Council notes the implementation of the Internal Audit Plan recommendations on Tendering and Procurement and Misconduct and Employment Practices, Fraud Management and Misconduct, as noted within this report.

AUDIT & RISK COMMITTEE RECOMMENDATION TO COUNCIL - ITEM 10.1.5

That Council requests the Chief Executive Officer undertake a public Expressions of Interest process to seek an independent member for the Audit and Risk Committee.

**AUDIT & RISK COMMITTEE RECOMMENDATION AND COUNCIL DECISION - ITEM 10.1.1-10.1.5
ENBLOC – RESOLUTION# 02131021**

MOVED: Cr HR McTaggart SECONDED: Cr AR Smyth

That Council:

1. receives the Minutes of the Shire of Mingenew Audit & Risk Committee meeting held 15 September 2021;
2. receives the correspondence prepared by the Office of the Auditor General (OAG) and Nexia Australia in relation to the Interim Audit for the financial year ended 30 June 2021;
3. a) receives the Fleet Management Internal Audit Report as per Item 3 audit risk theme '1. Asset Management and 2. Misconduct' of the Internal Audit Plan; and
b) notes the recommendations from the Fleet Management Internal Audit Report.
4. notes the implementation of the Internal Audit Plan recommendations on Tendering and Procurement and Misconduct and Employment Practices, Fraud Management and Misconduct, as noted within this report.
5. requests the Chief Executive Officer undertake a public Expressions of Interest process to seek an independent member for the Audit and Risk Committee.

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

10.2 SHIRE OF MINGENEW BUSHFIRE ADVISORY COMMITTEE – 23 SEPTEMBER 2021

10.2.1 MINUTES OF THE BUSHFIRE ADVISORY COMMITTEE – 23 SEPTEMBER 2021

OFFICER RECOMMENDATION – ITEM 10.2.1

That Council receives the Minutes of the Shire of Mingenew Bushfire Advisory Committee meeting held 23 September 2021.

10.2.2 COMMITTEE RECOMMENDATION – BUSHFIRE CONTROL OFFICER APPOINTMENT

BUSHFIRE ADVISORY COMMITTEE RECOMMENDATION – ITEM 10.2.2

That Council, by Absolute Majority, appoints Sarah Conlin as a Bush Fire Control Officer for the purposes of completing the Shire of Mingenew's Bushfire Risk Management Planning process.

BUSHFIRE ADVISORY COMMITTEE RECOMMENDATION AND COUNCIL DECISION - ITEM 10.2.1-10.1.2 ENBLOC – RESOLUTION# 03131021

MOVED: Cr JD Bagley SECONDED: Cr AR Smyth

That Council:

- 1. receives the Minutes of the Shire of Mingenew Bushfire Advisory Committee meeting held 23 September 2021.**
- 2. by Absolute Majority, appoints Sarah Conlin as a Bush Fire Control Officer for the purposes of completing the Shire of Mingenew's Bushfire Risk Management Planning process.**

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

11.0 CHIEF EXECUTIVE OFFICER

11.1 ELECTED MEMBER SUPERANNUATION POLICY POSITION

Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
File Reference:	CM.POL.1
Disclosure of Interest:	Nil
Date:	4 October 2021
Author:	Erin Greaves, Governance & Community Manager
Authorising Officer:	Jeremy Clapham, Acting Chief Executive Officer
Voting Requirements:	Simple Minority

Summary

WALGA have released a draft policy paper on Superannuation for Elected Members, and Council's position is sought to provide feedback to WALGA by 22 October 2021.

Key Points

- Elected Members are currently not entitled to the superannuation guarantee unless a Council resolution determines the local government to be an eligible body for tax purposes which then comes with implications for Pay As You Go (PAYG) tax and Fringe Benefit Tax (FBT). This has been a deterrent for many local governments to implement.
- WALGA are proposing an amendment to the *Local Government Act 1995* to require local governments to pay Elected Members the superannuation guarantee (currently set at 10%) based on sitting fees and allowances
- Feedback on Council's position is required by 22 October 2021

OFFICER RECOMMENDATION AND LOST MOTION - ITEM 11.1 RESOLUTION# 04131021

MOVED: Cr HR McTaggart **SECONDED:** Cr JD Bagley

That Council:

1. advises WALGA of its support for local governments being required to make superannuation guarantee payments on fees and allowances; and
2. promotes advocacy for a change to the Local Government Act 1995 to support this position through the Northern Country Zone of WALGA.

VOTING REQUIREMENTS:

LOST 1/4

Attachment

11.1.1 WALGA Policy Paper – Elected Member Superannuation

Background

An Elected Member is not considered an employee of the local government and therefore the local government is not required to make superannuation guarantee payments under current legislation. Elected Members can make personal contributions or make salary sacrifice payments from current sitting fees and allowances paid through the local government, but this is not a legislative requirement.

As the WALGA policy paper outlines, it is uncommon for local governments to pay elected member the superannuation guarantee on member fees and allowances due to the current tax implications. As it stands, a local government, by resolution of Council, can become an 'eligible local government body' under the *Taxation Administration Act 1953(Cth)* which entitles a local government to make superannuation contributions. However this decision also means that PAYG tax is to be withheld and Fringe Benefit Tax (FBT) applies.

WALGA's proposal is to include the provision for paying superannuation on Elected Member fees and allowances in the *Local Government Act 1995* which would avoid the requirements for PAYG and FBT under the current provisions under the *Taxation Administration Act 1953(Cth)*.

Comment

The main questions raised by WALGA are whether the entitlement should be made available to elected members (optional for each local government to consider) or should it be a required payment (mandatory on top of current fees and allowances paid).

Generally, the payment of fees and allowances has been discretionary for local governments and, as has been discovered in comparing sitting fees between Councils as an internal exercise shared with Councillors previously, many have different arrangements (within the band ranges set by the relevant *Salaries and Allowances Tribunal* determination).

A number of Councillors have spoken in favour of promoting the role of Councillor within the community and a need for recognition of the significant commitment/professionalism required of the role, and this is an opportunity to demonstrate this position. As spoken about, the role of Councillor often takes the place of paid employment and it is therefore considered appropriate that superannuation guarantee contributions are paid.

Usually such a concept will be presented through the Concept Forum, however due to the consultation period closing 22 October 2021, the proposal is presented here for initial feedback. Adopting support for the draft policy paper does not bind Council on any outcome but allows WALGA to formulate a more informed policy paper based on broader industry experience and impacts.

Consistency in application of the superannuation guarantee for Elected Members is recommended therefore support for adopting this requirement for all local governments is suggested.

Consultation

WALGA

Feedback from the consultation period will inform a final policy position that will be presented through November Zone meetings and the December State Council meeting. Zone representatives will have an opportunity to discuss this at a regional level.

Statutory Environment

Local Government Act 1995

Superannuation Guarantee (Administration) Act 1992

Taxation Administration Act 1953(Cth)

Policy Implications

May have implications for Council's 'Elected Member Entitlements Policy' which will need to be reviewed should this change be made.

Financial Implications

In 2021/22, Council has \$38,700 budgeted for Councillor fees and allowances. If the superannuation guarantee was to apply and Council would need to contribute an additional \$3,870 (10%) for superannuation payments.

Strategic Implications

Community Strategic Plan

Strategy 1.2.1 Manage organisation in a financially sustainable manner

Strategy 1.2.3 Provide sound corporate governance of Shire and create an attractive work environment

11.2 SPECIAL MEETING OF COUNCIL PROPOSED – 20 OCTOBER 2021

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: GV.CMT
Disclosure of Interest: Nil
Date: 6 October 2021
Author: Erin Greaves, Governance & Community Manager
Authorising Officer: Jeremy Clapham, Acting Chief Executive Officer
Voting Requirements: Simple Minority

Summary

It is proposed that Council hold a Special Meeting to swear in new Councillors, elect a President and Deputy President and to fill Councillor delegates for Committees and community/working groups.

Key Points

- Council usually conducts the Election for President and Deputy President at its November meeting, following Local Government Elections however, the legislation requires that this election must occur within three weeks of the ordinary election date (16 October 2021)
- Given two nominees were elected unopposed following the close of nominations for two of the three vacancies it is advisable that the Election and Committee appointments are moved forward
- This meeting provides an opportunity for newly elected members (including those re-elected) to make the declaration (swearing in) in accordance with the Act

OFFICER RECOMMENDATION – ITEM 11.2

MOVED: Cr JD Bagley SECONDED: Cr AR Smyth

That Council holds and gives notice of a Special Meeting of Council on Wednesday, 20 October 2021 in the Council Chambers at 4:30pm for the purpose of:

1. Swearing in of new Elected Members in accordance with s.2.29 of the Local Government Act 1995;
2. Holding an Election for the positions of President and Deputy President in accordance with s.5.12 and Schedule 2.3 of the Local Government Act 1995; and
3. Appointing Council delegates to Committees and representatives for external Committees and groups.

AMENDMENT TO THE MOTION - ITEM 11.2 – RESOLUTION# 05131021

MOVED: Cr HR McTaggart SECONDED: Cr JD Bagley

That Council amends the motion to schedule the meeting start time to 5:30pm.

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

AMENDED MOTION AND COUNCIL DECISION - ITEM 11.2 – RESOLUTION# 06131021

MOVED: Cr AR Smyth **SECONDED:** Cr JD Bagley

That Council holds and gives notice of a Special Meeting of Council on Wednesday, 20 October 2021 in the Council Chambers at 5:30pm for the purpose of:

1. Swearing in of new Elected Members in accordance with s.2.29 of the Local Government Act 1995;
2. Holding an Election for the positions of President and Deputy President in accordance with s.5.12 and Schedule 2.3 of the Local Government Act 1995; and
3. Appointing Council delegates to Committees and representatives for external Committees and groups.

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

Background

In accordance with s.2.29 of the *Local Government Act 1995*, a Councillor/President/Deputy President must make a declaration before acting in the office. The declaration states that the person elected will undertake their duties honestly, faithfully and with integrity, and will act in accordance with s5.104 which refers to the Shire's Code of Conduct.

The election of President and Deputy President must occur within three weeks or at the next Ordinary Council meeting following the ordinary local government election whichever is the earliest.

Nominations for President, Deputy President and Committee vacancies may be made to the CEO in writing prior to or during the meeting prior to nominations closing (to be declared by the CEO). A nomination form will be provided to Elected Members following this meeting.

Comment

To ensure continuity and efficiency of Council business, and to comply with legislative requirements, holding a Special Meeting to deal with these matters is recommended.

It is noted that there the one vacancy following the ordinary election creates the situation where the existing 6 Councillors will fill all positions at this meeting, but this can be addressed following the results of the Extraordinary Election.

Statutory Environment

Local Government Act 1995

2.29. Declaration

- (1) *A person elected as an elector mayor or president or as a councillor has to make a declaration in the prescribed form before acting in the office.*
- (2) *A person elected by the council as mayor, president, deputy mayor or deputy president has to make a declaration in the prescribed form before acting in the office.*
- (3) *A declaration required by this section is to be taken or made before a prescribed person.*
- (4) *A person who acts in an office contrary to this section commits an offence.*
Penalty: \$5 000 or imprisonment for one year.

Schedule 2.3

2. When council elects mayor or president

- (1) *The office is to be filled as the first matter dealt with —*

MINGENSHIRE COUNCIL ORDINARY MEETING MINUTES – 13 October 2021

- (a) *at the first meeting of the council after an inaugural election or a section 4.13 or 4.14 election or after an ordinary elections day; and*
- (b) *at the first meeting of the council after an extraordinary vacancy occurs in the office.*
- (2) *If the first ordinary meeting of the council is more than 3 weeks after an extraordinary vacancy occurs in the office, a special meeting of the council is to be held within that period for the purpose of filling the office.*

Policy Implications

Nil.

Financial Implications

Nil

Strategic Implications

Community Strategic Plan

Strategy 1.2.1 Manage organisation in a financially sustainable manner

Strategy 1.2.3 Provide sound corporate governance of Shire and create an attractive work environment

12.0 FINANCE

12.1 FINANCIAL REPORT FOR THE PERIOD ENDED 30 SEPTEMBER 2021

Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
File Reference:	FM.FRP
Attachment/s:	Monthly Financial Report – September 2021
Disclosure of Interest:	Nil
Date:	5 October 2021
Author:	Jeremy Clapham, Finance & Administration Manager
Voting Requirement:	Simple Majority

Summary

This report recommends that the Monthly Financial Report for the period ending 30 September 2021 as presented to the Council be received.

**OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 12.1 – RESOLUTION# 07131021
MOVED: Cr HR McTaggart SECONDED: Cr AR Smyth**

That the Monthly Financial Report for the period 1 July 2021 to 30 September 2021 be received.

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

Attachment

12.1.1 Monthly Financial Report for period ending 30 September 2021

Background

The Monthly Financial Report to 31 August 2021 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

- Summary Information
- Statement of Financial Activity by Program
- Statement of Financial Activity by Nature & Type
- Statement of Financial Activity Information
- Cash and Financial Assets
- Receivables
- Other Current Assets
- Payables
- Rating Revenue
- Disposal of Assets
- Capital Acquisitions
- Borrowings
- Lease Liabilities
- Cash Reserves
- Other Current Liabilities
- Operating Grants and Contributions
- Non-operating Grants and Contributions
- Bonds and Deposits
- Budget Amendments

- Explanation of Material Variances

Comment

Summary of Funds as per bank statements – Shire of Mingenew as at 30 September 2021	
Municipal Funds – Corporate cheque account	\$61,665
Cash on Hand	\$100
Trust Fund	\$1
Municipal Funds – Business Maximiser	\$2,383,676
Term Deposit – Reserves	\$472,169

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 2021/22 financial year.

The 2020/21 Annual Financial Report has not been audited and is subject to change, this may alter the opening surplus for the 2021/22 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 —

- annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
- budget estimates to the end of the month to which the statement relates; and
- actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
- material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- 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 —

- 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

Strategic Community Plan 2019-2029 Strategies

1.2.1 Manage organisation in a financially sustainable manner

1.3.1 Provide a high level of compliance with external regulation, in a resource-efficient manner

12.2 LIST OF PAYMENTS FOR THE PERIOD 1 SEPTEMBER TO 30 SEPTEMBER 2021

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: FM.CRD
Attachment/s: List of Payments – September 2021
Disclosure of Interest: Nil
Date: 4 October 2021
Author: Andrew Arthy, Finance Officer
Authorising Officer: Jeremy Clapham, Finance & Administration Manager
Voting Requirement: Simple Majority

Summary

This report recommends that Council receive the list of payments for period 1 September to 30 September 2021 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 12.2 – RESOLUTION# 08131021

MOVED: Cr JD Bagley SECONDED: Cr CV Farr

That Council receive the attached list of payments for the period of 1 September to 30 September 2021 as follows:

**\$209,246.33 Municipal EFTs;
\$35,670.10 Municipal Direct Debit Department of Transport (Licencing) Payments;
\$71,638.82 Municipal Direct Debit Other;
\$2,534.69 Municipal Other Charges;
\$114,072.15 Net Salaries
\$433,162.09 Total Payments**

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 5/0

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.

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

Strategic Community Plan 2019-2029 Strategies

MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES – 13 October 2021

1.2.1 Manage organisation in a financially sustainable manner

1.3.1 Provide a high level of compliance with external regulation, in a resource-efficient manner

13.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
Nil.

14.0 CONFIDENTIAL ITEMS
Nil.

15.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 17 November 2021 commencing at 4.30pm.

Prior to closing the meeting, Cr GJ Cosgrove publicly acknowledged the significant service of retiring Councillors Helen and Robert Newton, and thanked them for their contributions to Council.

Cr GJ Cosgrove also welcomed re-elected Cr Smyth and new Councillor Mr Gavin Pearse. The elected Councillors will be sworn in at the Special meeting next week.

17.0 CLOSURE

The meeting was closed at 4:40pm.

These minutes were confirmed at an Ordinary Council meeting on 17 November 2021.

Signed _____
Presiding Officer

Date: _____



MINUTES OF THE SPECIAL COUNCIL MEETING

20 OCTOBER 2021

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**MINUTES OF THE SPECIAL MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON
20 OCTOBER 2021 COMMENCING AT 5.30PM**

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Chief Executive Officer opened the meeting at 5.30pm and presided over the meeting until the Shire President Election results were declared.

2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Councillors

Cr GJ Cosgrove	Shire President
Cr JD Bagley	Councillor
Cr CV Farr	Councillor
Cr HR McTaggart	Councillor
Cr GF Pearse	Councillor
Cr AR Smyth	Councillor

Staff

Mr Nils Hay	Chief Executive Officer
Mr Jeremy Clapham	Manager Finance and Administration
Ms Erin Greaves	Manager Governance and Community

Prior to the Election commencing, Councillors-elect Cr AR Smyth and Cr GF Pearse made the declaration in accordance with s.2.29 of the Local Government Act 1995.

3.0 ELECTION OF SHIRE PRESIDENT

The CEO called for nominations for Shire President.

One nomination was received from CR JD Bagley for Cr GJ Cosgrove for Shire President at the close of nominations. As there were no other nominations, Cr GJ Cosgrove was elected Shire President unopposed.

Cr GJ Cosgrove made the declaration of office.

Cr GJ Cosgrove took over as Presiding Member.

4.0 ELECTION OF THE DEPUTY PRESIDENT

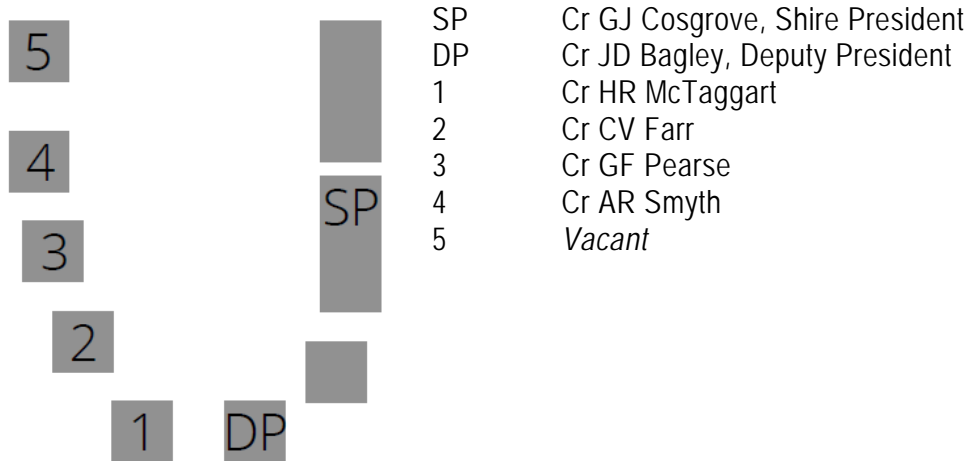
Cr GJ Cosgrove called for nominations for Deputy President.

One nomination was received from Cr CV Farr for Cr JD Bagley for Deputy President at the close of nominations. Cr JD Bagley confirmed acceptance of the nomination and, as there were no other nominations, Cr JD Bagley was elected Deputy President unopposed.

Cr JD Bagley made the declaration of office.

5.0 COUNCILLOR SEATING ALLOCATION

Other than the fixed seating positions for President and Deputy President, Councillor seating positions were allotted by random draw by the CEO (as outlined in the below diagram of the Council Chambers), including the remaining vacant position.



6.0 PUBLIC QUESTION TIME/PUBLIC STATEMENT TIME

Nil.

7.0 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

8.0 DECLARATIONS OF INTEREST

Nil.

9.0 CHIEF EXECUTIVE OFFICER

9.1 APPOINTMENT OF COMMITTEE DELEGATES

Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
File Reference:	GV.CMT.5
Disclosure of Interest:	Nil
Date:	15 October 2021
Author:	Erin Greaves, Governance & Community Manager
Authorising Officer:	Nils Hay, Chief Executive Officer
Voting Requirements:	Absolute Majority / Simple Majority

Summary

Council is asked to nominate and appoint members to Council's Committees and the various organisations that have Council representation.

Key Points

- The Shire President and Chief Executive Officer reserve the right to attend any meeting
- The Shire of Mingenew Executive Management Committee is the only Committee of Council with delegated authority.
- The Audit & Risk Committee has statutory functions under the Local Government Act 1995
- The list of Committees and groups within the recommendation are based on previous appointments made by Council. It is up to Council to consider if the same level of Council representation is relevant and whether a reduction or increase to appointments are necessary
- One new Working Group is proposed for considering future expansion plans of the Mingenew CBH facility (not a formal Committee of Council)
- Appointments will be distributed among the current Councillors (6) and Council may reconsider the appointments following the outcome of the upcoming extraordinary election

OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 11.1 – RESOLUTION# 01201021S

MOVED: Cr AR Smyth SECONDED: Cr CV Farr

That Council:

1. **By Absolute Majority, appoints the following members to the Shire of Mingenew's Committees of Council:**

SHIRE OF MINGENEW AUDIT & RISK COMMITTEE

Cr HR McTaggart, Cr AR Smyth and Cr GF Pearse, Cr GJ Cosgrove and an Independent Member (to be appointed following the recently instigated recruitment process for filling the vacancy).

SHIRE OF MINGENEW BEHAVIOUR COMPLAINTS COMMITTEE

Cr JD Bagley, Cr AR Smyth and Cr CV Farr, and Cr GF Pearse, Cr HR McTaggart and Cr GJ Cosgrove, as proxy delegates.

SHIRE OF MINGENEW BUSH FIRE ADVISORY COMMITTEE

Cr JD Bagley, and Cr GF Pearse as proxy delegate.

SHIRE OF MINGENEW EXECUTIVE MANAGEMENT COMMITTEE

Cr GJ Cosgrove, Cr HR McTaggart and Cr JD Bagley, and Cr AR Smyth as proxy delegate.

SHIRE OF MINGENEW LOCAL EMERGENCY MANAGEMENT COMMITTEE / LOCAL RECOVERY COORDINATION GROUP

Cr AR Smyth, the Chief Executive Officer (or his/her nominee), and Cr CV Farr as proxy delegate.

2. Delegates the following members to represent Council on community-run committees:

MINGENEW COMMUNITY RESOURCE CENTRE MANAGEMENT COMMITTEE

Cr HR McTaggart and the Community Development Officer, and Cr CV Farr as proxy delegate.

MINGENEW SILVER CHAIN BRANCH COMMITTEE (*Councillor delegate considered not required*)

Community Development Officer

MINGENEW TOURIST AND PROMOTIONS COMMITTEE (*Councillor delegate considered not required*)

Community Development Officer

3. Delegates the following members to represent the Shire of Mingenew on external committees and groups:

JOINT DEVELOPMENT ASSESSMENT PANEL

Cr GJ Cosgrove and Cr JD Bagley, and Cr GF Pearse and Cr CV Farr as proxy delegates.

MID-WEST REGIONAL ROAD GROUP

Cr GJ Cosgrove and Cr JD Bagley, and Cr AR Smyth as proxy delegate.

NORTHERN COUNTRY ZONE OF WALGA

Cr GJ Cosgrove and Cr HR McTaggart, and Cr GF Pearse as proxy delegate.

WILDFLOWER COUNTRY INC.

Cr CV Farr and the Community Development Officer, and the Chief Executive Officer as proxy delegate.

4. a) Establishes a CBH Expansion Project Working Group for the purpose of reviewing information and liaising with CBH on expansion plans of the Mingenew's CBH facility including the future layout, associated road / traffic matters and, design and development processes that impact the Mingenew community; and
b) Appoints the following members to the Working Group:

SHIRE OF MINGENEW CBH EXPANSION PROJECT WORKING GROUP

Cr JD Bagley, Cr GJ Cosgrove, the Chief Executive Officer and Cr AR Smyth as proxy delegate.

VOTING REQUIREMENTS:

CARRIED BY SIMPLE MAJORITY 6/0

Attachments

- 9.1.1 Audit & Risk Committee Terms of Reference
- 9.1.2 Bushfire Advisory Committee Terms of Reference
- 9.1.3 Local Emergency Management Committee Terms of Reference
- 9.1.4 Behaviour Complaints Committee Terms of Reference
- 9.1.5 Local Recovery Coordination Group Terms of Reference
- 9.1.6 Terms of Reference for Elected Member Representation on External Committees / Groups

Background

At the Ordinary Council meeting on 13 October 2021, Council resolved to hold a Special Council Meeting for the purpose of considering Elected Member representation appointments. It is necessary to make these appointments following each local government election.

Following the 2021 ordinary local government election process, one position on Council remains vacant. An Extraordinary Election is to be held to fill the position and any appointments for the new Councillor can be considered after the Election. In the meantime, it is recommended that Council fill the Council representative positions to ensure Council can effectively be represented and there are no unnecessary delays to holding a meeting if required between now and the Extraordinary Election outcome.

Comment

A summary of the purpose of each Committee and any additional information that may be pertinent is provided below:

Audit & Risk Committee (ARC)

The primary objective of the Audit and Risk Committee "the Committee" is to accept responsibility for the annual external audit and liaise with the local government's auditor so that Council can be satisfied with the performance of the local government in managing its statutory and fiscal affairs.

Reports from the Committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The Committee will ensure transparency in the Local Government's reporting and will liaise with the CEO to ensure the effective and efficient management of the local government's systems and processes.

The Terms of Reference require that the Committee will consist of at least four members, including an independent member although it has been Council's past practice to have four Elected Members on the Committee plus an independent member.

Behaviour Complaints Committee (BCC)

The Behaviour Complaints Committee is a Committee of Council established in accordance with s.5.8 of the Local Government Act 1995 (the Act) for the purpose of dealing with Behaviour Complaints made under Division 3 of the Shire of Mingenew's Code of Conduct for Council Members, Committee Members and Candidates (Code of Conduct).

The Terms of Reference for this Committee require at least three Council Members to be appointed and at least 3 proxy members. This ensures flexibility in Council Member attendance should the Committee be required to meet, as it will depend on who the complaint refers.

Executive Management Committee (EMC)

The Executive Management Committee is purposed with coordinating and undertaking the CEO Performance Review each year. This Committee has delegated powers in accordance with s5.16 and s5.38 of the *Local Government Act* and R18D of the *Local Government (Administration) Regulations 1996* to "Review the performance of the Chief Executive Officer at least once in relation to every year of employment.". This authority is conditional on the following:

1. Authority is subject to the Local Government Act 1995 and its associated Regulations.
2. The review and report are to be presented to Council for acceptance [of the review], with or without modification, or to reject the review.

Council have authorised the Committee, in consultation with the CEO, to:

- Set the date of the Performance Review; and

- Determine if an external facilitator is to be engaged to assist with future performance reviews and be involved in the selection of that third party.

Local Emergency Management Committee (LEMC)

The LEMC has been established in accordance with s38(1) of the *Emergency Management Act 2005* for the purpose of making the Shire of Mingenew a safe community by managing the risk of emergencies through the delivery and implementation of emergency prevention, preparedness, response and recovery strategies.

The Terms of Reference set out the specific objectives of the Committee and other management details.

Voting membership consists of one Councillor representative endorsed by Council.

The LEMC was suspended in 2021 in lieu of holding Local Recovery Coordination Group meetings for the purposes of recovery following Cyclone Seroja. Council may wish to make the delegates for each committee the same.

Local Recovery Coordination Group (LRCG)

The Shire of Mingenew Local Recovery Coordination Group (LRCG) has been established following the significant and widespread impacts caused by Severe Tropical Cyclone Seroja (STC Seroja) on 11 April 2021.

The LRCG is an advisory body for recovery and, in conjunction with the Local Recovery Coordinator, the LRCG will assist to develop and coordinate local level recovery activities. Its purpose is to assist in the management of the impact of STC Seroja on the 11th of April 2021. The LRCG is focused on supporting community recovery from the impact of STC Seroja in the Shire of Mingenew from the perspective of built, natural, social and economic environments.

CBH Expansion Project Working Group

This is a new group, included to enable Council to review and keep informed of any plans and information relevant to the future expansion of the Mingenew CBH facility to ensure that community impacts and priorities are considered and communicated.

This is not a formal Council Committee, but a working group which will report back to Council as required.

Mingenew Community Resource Centre Management Committee (CRCMC)

The Mingenew Community Resource Centre (CRC) Management Committee oversees the management of the Mingenew CRC and is not a Committee of Council.

Council have previously provided formal representation on this Committee to coordinate any projects and initiatives that require Council support or involvement.

Council representatives do not have voting power but can report back to the local government on any matters of interest or matters that are likely to require Council consideration. Council representatives may also update the Committee members on any matters that may impact them or require feedback on.

Mingenew Silver Chain Branch Committee (MSCBC)

The Mingenew Silver Chain Branch Committee supports the local Silver Chain through in-kind and financial assistance to improve and renew equipment and services of the local branch.

Council have provided formal representation on this Committee to coordinate any projects and initiatives that require Council support or involvement.

Council representatives do not have voting power but can report back to the local government on any matters of interest or matters that are likely to require Council consideration. Council representatives may also update the Committee members on any matters that may impact them or require feedback on.

Mingenew Tourist and Promotions Committee

The Mingenew Tourist and Promotions (T&P) Committee are a *"not-for-profit organisation comprised of community-minded volunteers who take pride in the appearance of our town and work to ensure that it is an appealing place to live, work and visit."* The T&P have not had Committee numbers to hold regular meetings this year but Council representative is sought on the presumption that the Committee may resume in the near future.

This Committee has previously outlined a desire to work with the Shire to meet its strategic objectives and achieve its aim: *"to put our Shire on the map by giving visitors a memorable experience while here and showcasing Mingenew as an appealing place to live. First impressions are the most lasting impressions, so the town's appearance has to be a top priority. We aim to promote our natural and manmade environment to attract visitors all year round not just during the wildflower season"*. The Committee have requested that a Councillor representative be appointed to the Committee to facilitate discussion at a Council level on projects and ideas.

Council representatives do not have voting power but can report back to the local government on any matters of interest or matters that are likely to require Council consideration. Council representatives may also update the Committee members on any matters that may impact them or require feedback on.

Joint Development Assessment Panel (JDAP)

A Joint Development Assessment Panel (JDAP) is made up of specialist and local government members and are established to determine development applications that meet set type and value thresholds as if it were the responsible authority under the relevant planning instrument, such as the local planning scheme or region planning scheme. The DAP regulations state that DAP applications cannot be determined by local government or the Western Australian Planning Commission (WAPC).

There are 8 JDAPs in Western Australia with the Shire of Mingenew being members of the Mid-west/Wheatbelt region. Local members are members of a local government council who are nominated by that local government to sit on a DAP. Local governments are required to nominate two councillors as local members, and two deputy local members to be called on if an issue of quorum arises. The Minister will appoint the local government representatives in accordance with the local government's nomination.

Should the local government fail to nominate four representatives, the Minister has the power to appoint two alternative community representatives to ensure local representation is always present on a panel. The regulations require that these alternate representatives are residents of the local area and have relevant knowledge or experience that, in the opinion of the Minister, will enable them to represent the interests of their local community.

An information booklet has been provided as an attachment should Councillors and members of the community wish to learn more about Development Assessment panels and their role.

Mid-West Regional Road Group

There are 10 Regional Road Groups (RRG) in WA, established under the State Road Funds to Local Government Agreement which is overseen by a State Advisory Committee (SAC). The RRGs make recommendations to SAC in relation to the Annual Local Government Roads Program for their Region and any other relevant issues.

The RRGs are comprised of elected representatives from each Local Government within the road group. Most groups are supported by a technical committee comprised of Local Government staff. Administrative support is provided by Main Roads WA. RRGs are important in providing Local Government with a voice in how the State Government's contribution to local roads is spent. Regional Road Group members serve a vital and valuable role in ensuring that road funding decisions maximise community benefits and preserve and improve the road system across Western Australia. The RRG is also responsible for reviewing the Restricted Access Vehicle (RAV) network.

Most decisions of this Committee are made by consensus and only one Council representative has voting rights. Council representatives are expected to keep Council informed of the business and decisions made by the Regional Road Group.

Northern Country Zone of WALGA

State Councillors are elected to State Council from one of 17 Zones, which are groupings of Local Governments convened together on the basis of population, commonalities of interest and geographical alignment. Zones have an integral role in shaping the political and strategic direction of WALGA. Not only are Zones responsible for bringing relevant local and regional issues to the State decision making table, they are a key player in developing policy and legislative initiatives for Local Government.

Zone delegates are elected or appointed to represent their Council on the Zone and make decisions on their Council's behalf at the regional level. In fulfilling their role as Council's delegate, the Zone delegate should give regard to their Council's positions on policy issues. There is also an expectation that Zone delegates will report back to their Council about decisions made by the Zone.

WALGA have requested that they be notified of Elected Member delegates and deputy delegates to the Zone no later than Friday 5 November 2021. This will enable the Zone to elect WALGA State Council representatives. The Northern Country Zone (NCZ) will appoint its office bearers (President, Deputy President and State Council representative and Deputy) at the next NCZ meeting on 22 November 2021.

Please [click here](#) to view WALGA's Elected Member Prospectus. This document will assist in providing further information on becoming a Zone Delegate or State Councillor.

Wildflower Country Inc.

Western Australia's Wildflower Country is the collective group of nine local government areas located just north of Perth in Western Australia; Carnamah, Coorow, Dalwallinu, Greater Geraldton – including Mullewa, Moora, Morawa, Mingenew, Perenjori and Three Springs.

The purpose of Wildflower Country Incorporated is to promote this beautiful region as a unique and captivating tourism destination, for the collective mutual benefit of the entire Wildflower Country region. Wildflower Country assists with collaborative destination marketing, and in producing memorable and positive visitor experiences, as well as assisting to develop the tourism industry within the area.

Each local government is entitled to one voting representative.

Statutory Environment

Local Government Act 1995

Local Government (Administration) Regulations 1996

Emergency Management Act 2005

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Community Strategic Plan:

Strategy 1.3.1 Provide a high level of compliance with external regulation, in a resource-efficient manner

Strategy 1.3.2 Provide services and processes to enhance public safety

MINGENSHIRE COUNCIL SPECIAL MEETING MINUTES – 20 October 2021

10.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
Nil.

11.0 CONFIDENTIAL ITEMS
Nil.

12.0 TIME AND DATE OF NEXT MEETING
Next Ordinary Council Meeting to be held on Wednesday 17 November 2021 commencing at 4.30pm.

13.0 CLOSURE
The meeting was closed at 5:52pm.

These minutes were confirmed at an Ordinary Council meeting on 17 November 2021.

Signed _____
Presiding Officer

Date: _____



COUNCIL POLICY

Elected Members

1.1.8

Title:	1.1.8 CODE OF CONDUCT BEHAVIOUR COMPLAINTS MANAGEMENT
Adopted:	16 June 2021
Reviewed:	Biennially
Associated Legislation:	Local Government Act 1995 Local Government (Model Code of Conduct) Regulations 2021
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Customer Service Charter
Review Responsibility:	Governance Officer
Delegation:	Chief Executive Officer

Previous Policy Number/s N/A

OBJECTIVE

To establish, in accordance with Clause 15(2) of the *Local Government (Model Code of Conduct) Regulations 2021* and the Shire of Mingenew Code of Conduct for Council Members, the procedure for dealing with complaints about alleged breaches of the behaviour requirements included in Division 3 of the Shire of Mingenew Code of Conduct for Council Members, Committee Members and Candidates.

To give effect to the Shire's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Council Members, Committee Members and Candidates.

SCOPE

This Policy applies to complaints made in accordance with Clause 11 of the Shire of Mingenew Code of Conduct for Council Members, Committee Members and Candidates.

This Policy applies to Council Members, Committee Members, Candidates and any person who submits a complaint in accordance with this Policy.

DEFINITIONS

Act means the *Local Government Act 1995*.

Behaviour Complaints Committee means the Committee established by the Council in accordance with s.5.8 of the Act for the purpose of dealing with Complaints. The role of the Behaviour Complaints Committee is outlined in Part 2.3 of this Policy.

Behaviour Complaints Officer means a person authorised in writing *[by Council resolution or by the CEO exercising delegated authority]* under clause 11(3) of the Code of Conduct to receive complaints and withdrawals of complaints. The role of the Behaviour Complaints Officer is addressed in Part 2.1 of this Policy.

Breach means a breach of Division 3 of the Shire of Mingenew Code of Conduct for Council Members, Committee Members and Candidates.

Candidate means a candidate for election as a Council Member, whose nomination has been accepted by the Returning Officer under s.4.49 of the Act but does not include a Council Member who has nominated for re-election. A person is a Candidate from the date on which their nomination is accepted, until the Returning Officer declares the election result in accordance with s.4.77 of the Act.

Candidate Complaint means a Complaint alleging a Breach by a Candidate. Candidate Complaints are dealt with in Part 3.2 of this Policy.

Code of Conduct means the Shire of Mingenew Code of Conduct for Council Members, Committee Members and Candidates.

Committee means a committee of Council, established in accordance with s.5.8 of the Act.

Committee Member means a Council Member, employee of the Shire of Mingenew or other person who has been appointed by the Council to be a member of a Committee, in accordance with s.5.10(1) of the Act. A person is a Committee Member from the date on which they are appointed, until their appointment expires or is terminated by Council resolution.

Complaint means a complaint submitted under Clause 11 of the Code of Conduct.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint Documents means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant.

Complaint Form means the form approved under clause 11(2)(a) of the Code of Conduct [by Council resolution or by the CEO exercising delegated authority].

Council means the Council of the Shire of Mingenew.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, such as workshops or briefings.

Council Member means a person who is currently serving a term of office as an elected member of the Council in accordance with the Act.

Finding means a finding made in accordance with clause 12(1) of the Code of Conduct as to whether the alleged Breach has or has not occurred.

Plan means a Plan that may be prepared and implemented under clause 12(4)(b) of the Code of Conduct, to address the behaviour of the person to whom the complaint relates (the Respondent), if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint and includes any supporting information or evidence that is supplied.

POLICY STATEMENT

1. Principles

1.1. Procedural fairness

The principles of procedural fairness, or natural justice, will apply when dealing with a Complaint under this Policy. In particular:

- the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;
- the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and
- any findings made will be based on proper and genuine consideration of the evidence.

1.2. Consistency

The application of this Policy should lead to consistency in process and outcomes. While each Complainant and Respondent will be dealt with according to their circumstances, and each Complaint considered and determined on its merits, similar circumstances will result in similar decisions.

1.3. Confidentiality

The Shire of Mingenew will take all reasonable steps to maintain confidentiality when dealing with the Complaint, in order to protect both the Complainant and Respondent.

Council Members, Local Government employees and contractors who have a role in handling a specific complaint will be provided with sufficient information to fulfil their role. They must manage this information securely and must not disclose or inappropriately use this information.

Complainants will be advised of the level of confidentiality they can expect, and that breaches of confidentiality on their part may prejudice the progress of their Complaint.

Information regarding Confidentiality:

- In order to allow the Respondent to understand and respond to the complaint against them, the name of the Complainant will be provided to the Respondent, unless the Complainant provides reasons this should not occur.
- The Complainant's contact information will not be provided to the Respondent.
- The Complainant's name and contact information will not be included in any publicly available documents such as meeting agenda or minutes.
- The Complainant should be aware that Complaint Documents may be subject to an FOI request, noting that they must be consulted before any documents are released, and exemptions may apply.

1.4. Accessibility

The Shire of Mingenew will ensure that information on how to make a complaint, including this Policy, is available at the Shire's Administration Building and on the Shire's website. The Shire will make information available in alternative formats if requested.

Any person wishing to make a complaint may contact the Behaviour Complaints Officer if they require assistance in completing the complaint form or otherwise navigating the complaints process.

2. Roles

2.1. Behaviour Complaints Officer

The Behaviour Complaints Officer is authorised in accordance with clause 11(3) of the Code of Conduct to accept complaints and withdrawal of complaints.

The Behaviour Complaints Officer is not an advocate for the complainant or the respondent. The Behaviour Complaints Officer provides procedural information and assistance to both Complainant and Respondent.

The Behaviour Complaints Officer will liaise with and provide administrative support to the Behaviour Complaints Committee.

The Behaviour Complaints Officer will liaise with the Local Government to facilitate the calling and convening of Council or Behaviour Complaints Committee meetings if required.

In undertaking their functions, the Behaviour Complaints Officer will apply the Principles of this Policy.

For the purposes of this Policy, the Chief Executive Officer and Governance & Community Manager are authorised Behaviour Complaints Officers.

2.2. Behaviour Complaints Committee

The Behaviour Complaints Committee is a Committee of Council established in accordance with s.5.8 of the Act for the purpose of dealing with Complaints.

The Behaviour Complaints Committee is a Committee of Council Members only. The membership and purpose of the Behaviour Complaints Committee is outlined in Council Policy 5.01 Behaviour Complaints Committee Terms of Reference.

3. Procedure

3.1. Making a complaint

Any person may make a Complaint alleging that a Council Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct *[clause 11(1) of the Code of Conduct]*.

A Complaint must be made within one (1) month after the alleged Breach *[clause 11(2)(c) of the Code of Conduct]*.

A Complaint must be made by completing the Behaviour Complaint Form in full and providing the completed forms to the Behaviour Complaints Officer.

A Complaint must be made in accordance with the Behaviour Complaint Form and specify which requirement(s) of the Code of Conduct is alleged to have been breached.

A Complaint is required to include the name and contact details of the Complainant therefore anonymous complaints cannot be accepted.

Where a Complaint Form omits required details, the Behaviour Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.

Where a Complaint is made more than 1 month after the alleged breach, the Behaviour Complaints Officer will give the Complainant written notice that the Complaint cannot be made *[clause 11(2)(c) of the Code of Conduct]*.

3.2. Candidate Complaints

A Complaint in relation to a Candidate must be made in accordance with 3.1, above, but cannot be dealt with unless the Candidate is subsequently declared elected as a Council Member.

Within 7 days after receiving a Candidate Complaint, the Behaviour Complaints Officer will provide written notice:

- To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and
- To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

No action will be taken until the results of the election are declared by the Returning Officer. If the respondent is elected, then the complaint will be dealt with in accordance with this Policy. Timeframes that would otherwise commence on the receipt of a Complaint will be taken to commence on the election date.

If the Respondent is not elected, the Behaviour Complaints Officer will provide the Complainant with notice that the Respondent has not been elected and that the Complaint cannot be dealt with *[clause 15(1) of the Code of Conduct]*.

3.3. Withdrawing a Complaint

A Complainant may withdraw their Complaint at any time before a Finding has been made in relation to the Complaint *[clause 14 of the Code of Conduct]*.

A Complainant may withdraw a Complaint by advising the Behaviour Complaints Officer in writing that they wish to do so.

After receiving a written withdrawal of the Complaint, the Behaviour Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3.4. Notice to Complainant

Within 7 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Complainant that:

- confirms receipt of the Complaint;
- outlines the process that will be followed and possible outcomes;
- explains the application of confidentiality to the complaint;
- includes a copy of this Policy; and
- if necessary, seeks clarifications or additional information.

If the Complaint Form indicates that the Complainant agrees to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will advise the Complainant of the process in accordance with Part 3.6 of this Policy.

3.5. Notice to Respondent

Within 14 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Respondent that:

- advises that a Complaint has been made in accordance with the Code of Conduct and this Policy;
- includes a copy of the Complaint Documents;
- outlines the process that will be followed, the opportunities that will be afforded to the Respondent to be heard and the possible outcomes;
- includes a copy of this Policy; and
- if applicable, advises that further information has been requested from the Complainant and will be provided in due course.

If the Complainant has agreed to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will ask the Respondent if they are also willing to participate in accordance with Part 3.6 of this Policy.

3.6. Alternative Dispute Resolution

The Shire recognises that Alternative Dispute Resolution may support both parties reach a mutually satisfactory outcome that resolves the issues giving rise to the Complaint. Alternative Dispute Resolution requires the consent of both parties to the Complaint and may not be appropriate in all circumstances.

To commence the process, the Behaviour Complaints Officer will, as the first course of action upon receiving a complaint, offer the Complainant and the Respondent the option of Alternative Dispute Resolution. If both parties agree to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will pause the formal process.

The objective of Alternative Dispute Resolution will be to reach an agreed resolution that satisfies the Complainant that the formal process is no longer required, allowing them to withdraw the Complaint, in accordance with Part 3.3 of this Policy. For example, an offer by a Respondent to issue a voluntary apology in response to a Complaint, even in the absence of a request from the Complainant, qualifies for consideration as Alternative Dispute Resolution.

If Alternative Dispute Resolution is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of a third party who is providing assistance to the Local Government, such as a facilitator or mediator.

If Alternative Dispute Resolution is terminated or does not achieve an agreed outcome that results in the withdrawal of the Complaint, the Behaviour Complaints Officer will resume the formal process required under this Policy.

3.7. Order of Complaints

Complaints will normally be dealt with in the order in which they are received.

If more than one Complaint is received that relates to the same alleged behaviour, the Behaviour Complaints Officer may decide to progress those Complaints concurrently.

3.8. Appointment of Complaints Assessor

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer may appoint a suitably qualified and experienced Complaint Assessor, in accordance with the Shire of Mingenew's Purchasing Policy (if applicable). A Complaints Assessor may be offered as a voluntary role, for example to another appropriately qualified and experienced local government officer or elected member, independent from the Shire of Mingenew and its business.

The Behaviour Complaints Officer will endeavour to appoint a Complaint Assessor within a reasonable period. The Behaviour Complaints Officer will provide written notice of the appointment to the Complainant and the Respondent.

3.9. Search of Local Government Records

The Behaviour Complaints Officer may conduct a search for any relevant records in the Shire's Record Management System as part of an investigation and at the request of the Complaints Assessor.

In particular, if the behaviour is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Officer will be requested to identify any Local Government records that provide evidence that may support a decision as to whether:

- the behaviour occurred at a Council or Committee Meeting,
- the behaviour was dealt with by the person presiding at the meeting, and/or
- the Respondent has taken remedial action in accordance with the Shire of Mingenew Standing Orders Local Law 2017

The Behaviour Complaints Officer must provide the Respondent with a copy of any records that are identified. In addition, where a clarification or additional information has been sought from the Complainant by either the Behaviour Complaints Officer or the Complaint Assessor, copies must also be provided to the Respondent.

3.10. Assessment of the Complaint

The Behaviour Complaints Officer or Complaint Assessor will undertake an assessment of the Complaint in accordance with the process outlined in the Notices given under Part 3.4 and Part 3.5 of this Policy.

The Behaviour Complaints Officer / Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions or drafting the Complaint Report or recommendations.

3.11. Complaint Report

The Behaviour Complaints Officer / Complaint Assessor will prepare a Complaint Report that will:

- outline the process followed, including how the Respondent was provided with an opportunity to be heard;

- include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and
- include recommendations on each decision that may be made by the Behaviour Complaints Committee; and
- include reasons for each recommendation, with reference to Part 4 of this Policy.

If the Complaint Report recommends that a Plan is prepared and implemented in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy, the Complaint Report must include a Proposed Plan.

The Behaviour Complaints Officer / Complaint Assessor will include the Complaint Report in the Agenda for a meeting of the Complaints Committee. The Behaviour Complaints Officer will be responsible for preparation of an Officer Report with the Complaint Report provided as a confidential attachment. The recommendations of the Complaint Report will be provided as the Officer Recommendations.

3.12. Complaints Committee Meeting

The Agenda will be prepared on the basis that the part of the meeting that deals with the Complaint Report will be held behind closed doors in accordance with s.5.23(2) of the Act.

The Behaviour Complaints Committee will consider the Complaint Report and attachments and give due regard to the recommendations.

In accordance with Regulation 11(d)(a) of the *Local Government (Administration) Regulations 1996*, reasons for any decision that is significantly different from the Officer Recommendation must be recorded in the meeting minutes.

If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Committee will determine whether or not to dismiss the Complaint in accordance with Clause 13 of the Code of Conduct and Part 4.2 of this Policy.

If the Behaviour Complaints Committee dismisses a Complaint, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the decision and the reasons for the decision in accordance with clause 13(2) of the Code of Conduct. This concludes the process for this Complaint.

If the Complaint is not dismissed, the Behaviour Complaints Committee will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred, in accordance with clause 12 of the Code of Conduct and Part 4.3 of this Policy.

If the Behaviour Complaints Committee finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Behaviour Complaints Committee finds that the alleged breach **did** occur, the Committee will decide whether to take no further action in accordance with clause 12(4)(a) of the Code of Conduct or prepare a plan to address the behaviour in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy.

If the Behaviour Complaints Committee decides to take no further action, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of this decision and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Behaviour Complaints Committee decides to prepare a Plan, the Committee will first consult with the Respondent in accordance with clause 12(5)* of the Code of Conduct. The Behaviour Complaints Committee will consider any submissions made by the Respondent before preparing and implementing a Plan.

3.13. Compliance with Plan Requirement

The Behaviour Complaints Officer will monitor the actions in timeframes set out in a Plan.

Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and clause 23 of the Code of Conduct.

The Behaviour Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

4. Decision Making

4.1. Objective and Principles

All decisions made under this Policy will reflect the Policy Objectives and the Principles included in Part 1 of this Policy.

4.2. Dismissal

The Behaviour Complaints Committee must dismiss a Complaint in accordance with clause 13(1)(a) and (b) of the Code of Conduct if it is satisfied that -

- (a) the behaviour to which the Complaint relates occurred at a Council or Committee Meeting; and
- (b) either —
 - (i) the behaviour was dealt with by the person presiding at the meeting; or
 - (ii) the Respondent has taken remedial action in accordance with the Shire of Mingenew Standing Orders Local law 2017.

4.3. Finding

A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur [*clause 12(3) of the Code of Conduct*].

This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of Division 3 of the Code of Conduct.

4.4. Action

In deciding whether to take no further action, or prepare and implement a Plan, the Complaints Committee may consider:

- the nature and seriousness of the breach(es);
- the Respondent's submission in relation to the contravention;
- whether the Respondent has breached the Code of Conduct knowingly or carelessly;
- whether the Respondent has breached the Code of Conduct on previous occasions;
- likelihood or not of the Respondent committing further breaches of the Code of Conduct;
- personal circumstances at the time of conduct;
- need to protect the public through general deterrence and maintain public confidence in Local Government; and
- any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

4.5. Plan Requirements

The Proposed Plan may include requirements for the Respondent to do one (1) or more of the following:

- engage in mediation;
- undertake counselling;
- undertake training;

- take other action the Complaints Committee considers appropriate (e.g. an apology).

The Proposed Plan should be designed to provide the Respondent with the opportunity and support to demonstrate the professional and ethical behaviour expected of elected representatives expressed in the Code of Conduct.

The Proposed Plan may also outline:

- the actions to be taken to address the behaviour(s);
- who is responsible for the actions;
- any assistance the Local Government will provide to assist achieve the intent of the Plan; and
- a reasonable timeframe for the Plan action(s) to be addressed by the Respondent.

State Council Agenda

1 December 2021

NOTICE OF MEETING

Meeting of the Western Australian Local Government Association (WALGA) State Council to be held at WALGA, ONE70, LV1, 170 Railway Parade, West Leederville on Wednesday, 1 December commencing at 4:00pm.

1. ATTENDANCE, APOLOGIES & ANNOUNCEMENTS

1.1. Attendance

Members	President of WALGA - Chair Deputy President of WALGA Avon-Midland Country Zone Central Country Zone Central Metropolitan Zone (2 representatives) East Metropolitan Zone (2 representatives) Goldfields Esperance Country Zone Gascoyne Country Zone Great Eastern Country Zone Great Southern Country Zone Kimberley Country Zone Murchison Country Zone North Metropolitan Zone (3 representatives) Northern Country Zone Peel Country Zone Pilbara Country Zone South East Metropolitan Zone (2 representatives) South Metropolitan Zone (3 representatives) South West Country Zone	Mayor Tracey Roberts JP
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This will be the first meeting of the new State Council, with Zones appointing their State Councillors and Deputy State Councillors during the November round of Zone meetings.

Ex Officio	Lord Mayor – City of Perth Local Government Professionals WA	Lord Mayor Basil Zempilas Ms Annie Riordan
Secretariat	Chief Executive Officer EM Commercial & Communications EM Governance & Organisational Services EM Infrastructure Acting EM Strategy, Policy & Planning Chief Financial Officer Manager Strategy & Association Governance Manager Governance Contract Manager, Commercial Management Executive Officer Governance	Mr Nick Sloan Mr Zac Donovan Mr Tony Brown Mr Ian Duncan Ms Nicole Matthews Mr Rick Murray Mr Tim Lane Mr James McGovern Mr Toby Costanzo Ms Katherine Robertson

1.2. Apologies

1.3. Announcements

- 1.3.1. WALGA acknowledges the Whadjuk Nyoongar people who are the Traditional Custodians of the land on which we meet today and pays respect to their Elders past and present.
- 1.3.2. Welcome to all new and returning State Councillors.

2. MINUTES

2.1. Minutes of the Meeting held 3 September 2021

RECOMMENDATION

That the Minutes of the WALGA State Council Meeting held on [Friday, 3 September 2021](#) be confirmed as a true and correct record of proceedings.

2.2. Minutes of the Special Meeting held 13 October 2021

RECOMMENDATION

That the Minutes of the WALGA State Council Special Meeting held on Wednesday, 13 October 2021 be confirmed as a true and correct record of proceedings.

2.3. Flying Minute – WALGA submission on Guideline: Native Vegetation Referral, Part V *Environmental Protection Act 1986*

RECOMMENDATION

That the [Flying Minute - WALGA submission on Guideline: Native Vegetation Referral, Part V *Environmental Protection Act 1986*](#) be confirmed as a true and correct record of proceedings.

2.4. Flying Minute – Regional Telecommunications Review 2021

RECOMMENDATION

That the [Flying Minute – Regional Telecommunications Review 2021](#) be confirmed as a true and correct record of proceedings.

2.5. Flying Minute – Submission on Cost Recovery Part IV of the *Environmental Protection Act 1986* – assessments by the Environmental Protection Authority

RECOMMENDATION

That the [Flying Minute – Submission on Cost Recovery Part IV of the *Environmental Protection Act 1986* – assessments by the Environmental Protection Authority](#) be confirmed as a true and correct record of proceedings.

2.6. Flying Minute – Student Transport Assistance Policy Framework Inquiry – WALGA Submission

RECOMMENDATION

That the [Flying Minute – Student Transport Assistance Policy Framework Inquiry – WALGA Submission](#) be confirmed as a true and correct record of proceedings.

2.7. Flying Minute – WALGA submission on Draft Native Vegetation Policy for WA

RECOMMENDATION

That the [Flying Minute – WALGA submission on Draft Native Vegetation Policy for WA](#) be confirmed as a true and correct record of proceedings.

3. DECLARATIONS OF INTEREST

Pursuant to our Code of Conduct, State Councillors must declare to the Chair any potential conflict of interest they have in a matter before State Council as soon as they become aware of it.

4. EMERGING ISSUES

Notification of emerging issues must be provided to the Chair no later than 24 hours prior to the meeting.

5. MATTERS FOR DECISION

- As per matters listed.
- Items Under Separate Cover to State Council only.

6. MATTERS FOR NOTING / INFORMATION

- As per matters listed.

7. ORGANISATIONAL REPORTS

7.1 Key Activity Report

- 7.1.1 Commercial and Communications Unit
- 7.1.2 Governance and Organisational Services Unit
- 7.1.3 Infrastructure Unit
- 7.1.4 Strategy, Policy and Planning Unit

7.2 Policy Forum Report

7.3 President's Report

RECOMMENDATION

That the President's Report for December 2021 be received.

7.4 CEO's Report

RECOMMENDATION

That the CEO's Report for December 2021 be received.

7.5 Ex Officio Reports

- 7.5.1 LG Professionals President, Ms Annie Riordan, to provide the LG Professionals report to the meeting.
- 7.5.2 The Rt. Hon. Lord Mayor Basil Zempilas to provide City of Perth report to the meeting.

8. ADDITIONAL ZONE RESOLUTIONS

To be advised following Zone meetings.

9. DATE OF NEXT MEETING

The next meeting of the WALGA State Council will be held at WALGA, ONE70, LV1, 170 Railway Parade, West Leederville on **Wednesday, 2 March 2022** commencing at 4:00pm.

The State Council meeting schedule for 2022 is as follows:

Date	Venue
Wednesday, 2 March 2022	WALGA
Wednesday, 4 May 2022	South Metropolitan Zone
Wednesday, 6 July 2022 (includes WALGA budget adoption)	WALGA
Thursday, 8 – Friday, 9 September 2022	Peel Country Zone (TBC)
Wednesday, 7 December 2022	WALGA

10. CLOSURE

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5. MATTERS FOR DECISION

5.1 Paid Family and Domestic Violence Leave Entitlements

By Davina Hunter, Employee Relations Service Manager

RECOMMENDATION

That WALGA:

Endorse the submission to the Fair Work Commission (FWC) regarding paid family and domestic violence leave (FDVL) which:

- 1. highlights that FDVL for employees is an important issue for the sector;**
- 2. supports the introduction of a new entitlement in modern awards for employees to receive five days' paid FDVL per year;**
- 3. advocates for employees to be able to access their paid personal/carer's leave in circumstances of family and domestic violence; and**
- 4. opposes the introduction of a new entitlement in modern awards for employees to receive 10 days' paid FDVL per year as sought by the Australian Council of Trade Unions (ACTU).**

Attachments

1. Attachment 1 contains the draft submission to the FWC.
2. Attachment 2 contains a summary of the submissions received by the FWC advocating for 10 days' paid FDVL.
3. Attachment 3 contains a summary of the survey questions and results.

Executive summary

- There is currently no legislative or award entitlement to *paid* FDVL in the federal industrial relations system.
- The National Employment Standards (**NES**) in the *Fair Work Act 2009* (Cth) (**FW Act**) provide employees with an entitlement to five days' unpaid FDVL per year.
- The FWC commenced a review of FDVL in April 2021 to determine appropriate FDVL provisions in modern awards, including whether an entitlement to ten days' paid FDVL should be included in modern awards as requested by the ACTU.
- WALGA Employee Relations has surveyed the sector to determine whether WALGA should prepare a submission for the FWC on FDVL and whether Local Governments believe employees should be provided with an entitlement to paid FDVL.
- 50% of the sector responded to the survey and 69% of respondents believe employees should be provided with paid FDVL.
- The majority of respondents take the view that employees should be provided with five days' FDVL per year.
- Many Local Governments already provide employees with paid FDVL either through their enterprise agreement or by policy.

Policy implications

The recommendation aligns with WALGA's Advocacy Position 3.10.1 – Family and Domestic Violence, which states:

WA Local Governments recognise the prevalence, seriousness and preventable nature of family and domestic violence and the roles that Local Governments can play in addressing gender equity and promoting respectful relationships in their local community.

Background to the FDVL Review 2021

- The FWC is currently reviewing the FDVL terms in federal modern awards.
- On 26 March 2018, a decision was made by the FWC as part of the four yearly review of modern awards to include an entitlement to five days' unpaid FDVL in most modern awards. 123 modern

awards were varied, including the Local Government Industry Award 2010 which was varied from 1 August 2018.

- Federal Parliament later introduced an entitlement to five days' unpaid FDVL in the NES in the FW Act so that all national system employees (and not just those covered by modern awards) could have access to this entitlement.
- On 13 December 2018, the *Fair Work Amendment (Family and Domestic Violence Leave) Act 2018* amended the FW Act to provide all employees with a new entitlement to five days' unpaid FDVL as a NES entitlement.
- When the Local Government Industry Award 2020 commenced operation, the model FDVL term was removed and a note was inserted which referred to the NES entitlement to five days' unpaid FDVL.
- During the four yearly review of modern awards, the ACTU made a claim for 10 days' paid FDVL.
- The ACTU claim for 10 days' paid FDVL was rejected by the Commission at that time, but the majority of the Full Bench expressed the preliminary view that all employees should have access to unpaid FDVL and that employees should be able to access personal/carer's leave for the purposes of taking FDVL. The Full Bench issued a decision on 26 March 2018 confirming the preliminary view regarding access to unpaid FDVL.
- In April 2021 the FWC commenced a review of the FDVL term in modern awards, which will impact on the Local Government Industry Award 2020, to consider:
 - whether employees should be able to access paid personal/carer's leave for the purpose of taking FDVL;
 - the adequacy of the unpaid FDVL entitlement, and
 - whether provisions should be made for paid FDVL.
- WALGA has an opportunity to file a submission in the FWC regarding the proposed changes to the modern awards sought by the ACTU, which includes a new entitlement to 10 days' paid FDVL.

FDVL in the state industrial relations (IR) system

The FWC's FDVL Review 2021 will not impact those Local Governments which operate in the state IR system. Currently there is no legislative or award entitlement to paid or unpaid FDVL in the state IR system however, some industrial agreements registered with the WA Industrial Relations Commission may contain an entitlement to FDVL.

The *Industrial Relations Legislation Amendment Bill 2021* which was introduced into WA Parliament on 20 October 2021 contains a new entitlement to five days' unpaid FDVL per year. If this Bill is passed, Local Governments who are state system employers will be required to provide employees with a minimum entitlement to five days' unpaid FDVL per year.

Proposed variation to modern awards

The ACTU, the McAuley Community Services for Women and the Victorian Government have each filed a submission seeking 10 days' paid FDVL for employees. A more comprehensive summary of these submissions are outlined in **Attachment 2**.

WALGA FDVL survey

WALGA Employee Relations developed a survey for the sector on FDVL to inform an appropriate position that WALGA should take in its submission to the FWC. All Local Governments were invited to participate in the survey which was open from 10 September 2021 to 8 October 2021. The survey was promoted through ER Alerts, LG News and a direct email to all CEOs. 69 Local Governments responded to the survey representing 50% of the sector. The survey results indicate:

- 85% of respondents believe that FDVL is an important issue for the Local Government sector
- 69% of respondents believe that paid FDVL should be provided to employees and 70% believe WALGA should advocate for paid FDVL as a sector issue
- 58% of respondents believe employees should be provided with five days' paid FDVL per year
- 28% of respondents believe employees should be provided with ten days' paid FDVL per year, which is the entitlement sought by the ACTU

- 90% of respondents believe employees should be able to access paid personal/carer's leave for the purpose of taking FDVL
- 45% of Local Governments already provide employees with paid FDVL.

A table summarising the full survey questions and results is set out in **Attachment 3**.

Draft submission

WALGA Employee Relations has prepared a submission for the FWC based on the survey responses received. The proposed submission is contained in **Attachment 1**. The submission along with any evidence supporting the submission must be filed with the FWC by 4 February 2022.

Item 5.1 – Attachment 1 – Draft submission to the FWC

**FAIR WORK COMMISSION
FAMILY AND DOMESTIC VIOLENCE LEAVE REVIEW 2021 (AM2021/55)**

Western Australian Local Government Association Submission

Introduction

1. This submission is made on behalf on the Western Australian Local Government Association (**WALGA**).
2. We refer to [Statement \[2021\] FWCFB 2047](#) dated 15 April 2021 and [Statement \[2021\] FWCFB 6028](#) dated 19 October 2021. This submission opposes some of the proposed variations to the modern awards sought by the Australia Council of Trade Unions (**ACTU**) and others.
3. The majority of Local Governments in Western Australia are covered by the Local Government Industry Award 2020 (**LG Award**) and WALGA's submissions regarding FDVL entitlements are made in the context of the current LG Award and any future proposed changes to that award.

Issues considered by the FDVL Review

4. As per Statement [2021] FWCFB 2047, the Fair Work Commission's (**FWC**) Family and Domestic Violence Leave Review 2021 (**FDVL Review**) will be considering the following issues:
 - (a) whether employees should be able to access paid personal/carer's leave for the purpose of taking family and domestic violence leave (**FDVL**);
 - (b) the adequacy of the unpaid FDVL entitlement; and
 - (c) whether provisions should be made for paid FDVL.
5. WALGA has prepared brief submissions to provide a response to each of the issues considered by the FDVL Review and the modern award variations sought by the ACTU.
6. WALGA has sought feedback from all WA Local Governments on the issues covered by the scope of the FDVL Review, including through a short survey administered by WALGA. This engagement and survey were undertaken as FDVL is an important issue for the sector.
7. Approximately half of the Local Government respondents surveyed currently provide employees with five days' paid FDVL per annum for full-time and part-time employees. This is primarily provided as an entitlement pursuant to an enterprise agreement or policy.
8. Although approximately half of the Local Government respondents provide paid FDVL, the utilisation rate for accessing this type of leave is low, with 71% of respondents reporting that in the last 12 months, no employees accessed this entitlement.

FDVL Review – Whether employees should be able to access paid personal/carer's leave for the purpose of taking FDVL

9. An overwhelming majority of Local Governments believe that employees should be able to access paid personal/carer's leave for the purpose of taking FDVL and would be supportive of any proposed changes made to enable this.

FDVL Review – The adequacy of the unpaid FDVL entitlement

10. Approximately half of Local Governments believe that the current National Employment Standards (**NES**) entitlement of five days' unpaid FDVL is inadequate, and a majority of Local Governments believe employees should be provided with a paid FDVL entitlement.

FDVL Review – Whether provisions should be made for paid FDVL

11. The majority of Local Governments believe that full-time and part-time employees should be provided with five days of paid FDVL per annum.
12. A few of the reasons provided by Local Governments in support of the provision of paid FDVL include:
 - (a) the threat of loss of income is not an issue that employees in this situation should have to deal with.
 - (b) income and financial security are necessary to escape a family and domestic violence situation.
 - (c) employers should provide a supportive and compassionate working environment.
 - (d) family and domestic violence is a serious societal issue that Local Governments should be recognising and addressing.
13. There are several reasons why Local Governments do not support the provision of 10 days' paid FDVL. These reasons include the following:
 - (a) Employees already have adequate leave entitlements, including various forms of paid and unpaid leave.
 - (b) The potentially significant budget and cost implications of providing 10 days' paid FDVL to employees.
 - (c) The operational impact of the provision of 10 days' paid FDVL.
 - (d) That Local Governments support employee access to personal/carer's leave and other forms of paid and unpaid leave in circumstances of family and domestic violence.
14. WALGA submits that if the result of the FDVL Review is for employees covered by a modern award to be provided with paid FDVL, that the LG Award should be varied to provide five days of paid FDVL per annum for full-time and part-time employees.

Submissions made in the FDVL Review

15. We refer to the ACTU's submissions to the FDVL Review dated 30 July 2021 to vary modern awards to include 10 days' paid FDVL, among other things. We have addressed each proposed variation to the modern awards sought by the ACTU below.

ACTU Submission – 10 days' paid FDVL

16. WALGA opposes the ACTU's proposed variation to introduce 10 days of paid FDVL.
17. WALGA submits that if the Full Bench decides to introduce an entitlement to paid FDVL into modern awards, that five days of paid FDVL per year is an adequate paid entitlement for employers to provide to full-time and part-time employees.

ACTU Submission – Rate of pay for FDVL for full-time and part-time employees

18. WALGA opposes the ACTU's claim for paid FDVL to be payable at an employee's ordinary hourly rate including applicable shift loadings and penalties.
19. WALGA submits that any paid FDVL entitlement should be payable at the employee's base rate of pay for the employee's ordinary hours of work in the period excluding shift loadings and penalties.
20. This is consistent with how annual leave and personal/carer's leave is payable pursuant to sections 90 and 99 of the *Fair Work Act 2009* (**FW Act**).

ACTU Submission – Rate of pay for FDVL for casual employees

21. WALGA does not support the provision of paid FDVL to casual employees and submits that casual employees should only be entitled to unpaid FDVL.
22. However, in the event the Full Bench decides to introduce a paid FDVL entitlement for casual employees in the LG Award, WALGA submits that the payment should include the employee's minimum hourly rate and the casual loading only and exclude all other penalty rates and shift loadings.
23. This position is supported by the current casual terms in the LG Award. Casual employees are paid a casual loading of 25% of the minimum hourly rate pursuant to clause 11.1 of the LG Award as compensation instead of paid leave under the LG Award and the NES.
24. If the Full Bench deems casual employees should be entitled to paid FDVL, WALGA submits that casual employees should only be entitled to paid FDVL if they had hours of work rostered in the period in which they will be taking leave.

ACTU Submission – Access to five days' unpaid FDVL on each occasion after exhaustion of any paid FDVL entitlement

25. WALGA opposes the variation proposed by the ACTU that if an employee exhausts their paid FDVL entitlement, they should be entitled to five days' unpaid FDVL on each occasion they are required to take FDVL.
26. WALGA submits that a reasonable entitlement would be for employees to access up to five days of unpaid FDVL per annum if they have exhausted their paid FDVL entitlement, as is currently provided for in the NES.
27. By capping the entitlement to unpaid leave, rather than providing unlimited unpaid leave on a per occasion basis, this allows Local Governments to budget and plan their operations appropriately to accommodate these entitlements.
28. In addition, various enterprise agreements in the sector currently provide for unpaid leave to be granted at the discretion of the CEO.

ACTU Submission – Additional note in section 106B(1) of the *Fair Work Act 2009*

29. WALGA agrees with the ACTU's proposed variation to the note in section 106B(1) of the FW Act regarding unpaid family and domestic violence leave. WALGA submits this is a reasonable addition as an appointment with a medical, financial or legal professional is an example of an action that an employee may need to take in order to deal with the impact of family and domestic violence.

ACTU Submission – Extension of the definition of FDVL

30. WALGA agrees with and supports the ACTU's proposed variation that the definition of Family and Domestic Violence should be expanded to include violent, threatening or other abusive behaviour by a member of a person's household.

Conclusion

31. In summary, WA Local Governments recognise that FDVL is an important issue for the sector and believe that if a paid entitlement to FDVL is introduced, that full-time and part-time employees should have access to five days' paid FDVL per year.

32. The decision to introduce a paid entitlement to FDVL ought to be considered in light of the context that family and domestic violence is a community issue that extends beyond the scope of employment and should be considered alongside social security benefits, including:
- (a) The Crisis Payment for Extreme Circumstances Family and Domestic Violence.
 - (b) The new Escaping Violence Payment which provides women and children escaping domestic and family violence up to \$5,000 of emergency payments.
 - (c) Centrelink payments and pensions.

Item 5.1 – Attachment 2 – Family and Domestic Violence Leave Review 2021 – Summary of FWC submissions received

PARTY PROPOSING TO VARY THE MODERN AWARDS	SUBMISSION
<p>Australian Council of Trade Unions (ACTU)</p>	<p>Summary of ACTU position on the issues for review:</p> <ul style="list-style-type: none"> FWC does not have jurisdiction to vary modern awards to provide that employees should be able to access paid personal/carer's leave for the purpose of taking FDVL, and should not do so in any event, because the operational effect of the term would be detrimental to employees in that the minimum entitlement to 10 days' paid personal/carer's leave would be reduced. Also excludes the NES entitlement of 10 days' personal/carer's leave. No changes are needed to the unpaid model leave term as it was removed from modern awards on 25 July 2019. Provisions should be made for 10 days' paid FDVL. Paid leave is necessary to ensure that employees are provided with a fair and relevant safety net of minimum terms and conditions of employment. ACTU seeks a variation to modern awards on this basis. <p>Proposed variation (drafted as an amended version of ss.106A-E and 107 of the FW Act):</p> <ul style="list-style-type: none"> 10 days' paid FDVL. Leave is payable at an employee's ordinary hourly rate including applicable shift loadings and penalties. For a casual employee, leave is payable at the rate of pay that the employer would be required to pay the employee for the hours of work in the period for which the employee was rostered, including any casual and shift loadings applicable. Upon exhaustion of the paid leave entitlement, employees will be entitled to up to 5 days' unpaid FDVL on each occasion for the purpose of attending to activities related to the experience of being subjected to family and domestic violence. An addition to the Note in s.106B(1) to clarify that attending appointments with medical, financial, or legal professionals are examples of actions that may be covered by the provision. The definition of FDVL has been expanded to include violent, threatening, or abusive behaviour by a close relative of an employee <u>or member of a person's household</u>. <p>ACTU's submission</p> <ul style="list-style-type: none"> The submission can be viewed here. Annexure A sets out the ACTU's proposed variation.

Bank of Queensland	<ul style="list-style-type: none"> • Did not propose a variation. • BOQ provide 10 days' paid and 10 days' unpaid FDVL to its corporate employees. • BOQ provide 3 days' paid leave to an employee who is required to provide support to a family or household member impacted by family and domestic violence. • BOQ also provide other support such as providing safety and security plans, duress alarms, temporary branch security, onsite car parking and support to attend the police, etc. • The submission can be viewed here.
McAuley Community Services for Women	<ul style="list-style-type: none"> • 10 days' paid FDVL. • The submission can be viewed here.
Victorian Government – Tim Pallas MP Minister for Industrial Relations	<ul style="list-style-type: none"> • 10 days' paid FDVL. • Dedicated education campaign that promotes the benefits of paid leave to both the workplace and the affected employees. • The Victorian Government will continue to advocate for 10 days' paid FDVL to become a NES entitlement. • The submission can be viewed here.

Item 5.1 – Attachment 3 – WA Local Governments Family and Domestic Violence Leave Survey Results

QUESTION NO.	QUESTION	SUMMARY OF RESPONSES
	General Information	
1.	Please fill in which Local Government you are from and your contact details below.	
2.	Please provide the total number of employees (based on headcount) employed by your Local Government.	Ranges from 1 to 1200 employees.
3.	Is your Local Government in WA or NT?	WA – 69 responses received
	Views on FDVL Review	
4.	Do you believe the current NES entitlement of 5 days of unpaid FDVL is adequate?	Yes – 52.94% (36) No – 47.06% (32)
5.	Please explain why you believe/don't believe the current NES entitlement of 5 days of unpaid FDVL is adequate?	<p>Example responses – entitlement is satisfactory</p> <ul style="list-style-type: none"> • Employees receive other leave entitlements they could use. • There is no current uptake of paid/unpaid FDVL at the LG. • Increasing the paid leave entitlement can increase the workload of other staff. <p>Example responses – entitlement is not satisfactory</p> <ul style="list-style-type: none"> • People in abusive relationships are not normally financially stable, therefore paid leave is required. • The LG has provided 5 or 10 day's paid FDVL in an enterprise agreement.
6.	Do you believe Local Governments should provide employees with paid FDVL?	Yes – 69.35% (43) No – 30.65% (19)

7.	(If the answer to qu. 6 was no) Please explain why you don't believe Local Governments should provide employees with paid FDVL?	<p>Example responses</p> <ul style="list-style-type: none"> • Employees can access other paid leave entitlements such as annual leave, personal/carer's leave • Limited to no uptake of current unpaid FDVL • Not all LGs may be able to adequately fund paid FDVL • Potential significant operational impact from FDVL
8.	(If the answer to qu. 6 was yes) Please explain why you believe Local Governments should provide employees with paid FDVL?	<p>Example responses</p> <ul style="list-style-type: none"> • Creates a compassionate work environment • To be part of a societal issue that transcends the workplace • Serious issue that employers should support • Additional financial stress to those experiencing FDVL if they only have an unpaid leave entitlement
9.	(If the answer to qu. 6 was yes) How many days of paid FDVL should Local Governments provide to their employees?	<p>3 days – 6.98% (3)</p> <p>5 days – 58.14% (25)</p> <p>10 days – 27.91% (12)</p> <p>Other (please specify) – 6.98% (3)</p> <ul style="list-style-type: none"> • 5 days (included above). • 2 days. • 3 days subject to annual leave not exceeding one year's annual leave entitlement (i.e., 4 weeks). • 5 to 10 days (included above as 5 days) • Case by case basis to be approved by CEO.
10.	<p>(If the answer to qu. 6 was yes) Do you think paid FDVL should be payable at employee's base rate of pay for the employee's ordinary hours of work in the period they take the leave or should it be payable at the employee's hourly rate including any applicable shift loadings and penalties for the employee's ordinary hours of work in the period?</p> <p>Note: Under the FW Act, annual leave, paid personal/carer's leave and compassionate leave are paid at the employee's base rate of pay only for the employee's ordinary hours of work in the period.</p>	<p>Payable at the employee's base rate of pay only – 93.02% (40)</p> <p>Payable at the employee's hourly rate including applicable shift loadings and penalties – 6.98% (3)</p>

11.	(If the answer to qu. 6 was yes) Should casual employees be entitled to paid FDVL?	Yes – 41.86% (18) No – 58.14% (25)
12.	(If the answer to qu. 11 was yes) The ACTU is seeking payment for FDVL for casual employees at the rate of pay that the employer would be required to pay the casual employee for the hours of work in the period for which the employee was rostered, including any casual and shift loadings applicable. If a casual employee is entitled to paid FDVL, do you think the payment for the leave should include applicable casual and shift loadings?	Should include casual and shift loadings – 11.11% (2) Should include casual loading only – 83.33% (15) Should include applicable shift loadings only – 0% (0) Should not include casual loading or shift loadings – 5.56% (1)
13.	In addition to 10 days of paid FDVL, the ACTU is also seeking that employees should be entitled to an additional 5 days of unpaid FDVL on each occasion if they have exhausted their paid entitlement. If Local Governments are required to provide paid FDVL to employees, do you think employees should also be entitled to unpaid FDVL on each occasion?	Yes – 68.85% (42) No – 31.15% (19)
14.	(If the answer to qu. 13 was yes) Upon exhaustion of the paid FDVL entitlement, how many days of unpaid FDVL on each occasion should Local Governments provide?	3 days – 7.32% (3) 5 days – 68.29% (28) 10 days – 4.88% (2) Other (for example 5 days per annum) – 19.51% (8) <ul style="list-style-type: none"> • 5 per annum as per NES • 5 days per annum • A standardised approach wont enable appropriate support to be given. • Each request (UFDVL) would need to be assessed on its merit and the organisation's operational requirements at the time of the request. • Days per annum • 10 days per annum. • 5 days per annum. • As required.
15.	(If the answer to qu. 13 was yes) As an alternative, do you think Local Governments should provide unpaid FDVL per annum (rather than per occasion) once the employee has exhausted the paid FDVL entitlement?	Yes – 60% (12) No – 40% (8)

16.	<p>(If the answer to qu. 15 was yes) Upon exhaustion of the paid FDVL entitlement, how many days of unpaid FDVL per annum should Local Governments provide?</p>	<p>3 days – 9.09% (1) 5 days – 63.64% (7) 10 days – 9.09% (1) Other (please specify) – 18.18% (2)</p> <ul style="list-style-type: none"> • Dependant on the needs of the employee. • Case by case on request to employer.
17.	<p>The ACTU is seeking to expand the definition of Family Domestic Violence to include violent, threatening or other abusive behaviour by a member of a person's household. Currently, the definition of Family and Domestic Violence is '<i>violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and causes the employee harm or to be fearful.</i>' See s.12 and s.106B(2) of the FW Act.</p> <p>A close relative is a member of the employee's immediate family or related to the employee according to Aboriginal or Torres Strait Islander kinship rules. The term 'immediate family' includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or of their spouse or de facto partner.</p> <p>Do you think the definition of Family and Domestic Violence should be expanded to include violent, threatening or other abusive behaviour by a member of a person's household?</p>	<p>Yes – 75% (45) No – 25% (15)</p>
18.	<p>Do you think employees should be able to access paid personal/carer's leave for the purpose of taking FDVL?</p>	<p>Yes – 90% (54) No – 10% (6)</p>
19.	<p>(If the answer to qu. 18 was yes) How many days of paid personal/carer's leave do you think employees should be able to access for the purpose of taking FDVL?</p>	<p>3 days – 7.41% (4) 5 days – 48.15% (26) Other (please specify) – 44.44% (24)</p> <ul style="list-style-type: none"> • With medical support up to their accrued entitlement potentially it could largely be situational as to the amount required (3). • All of their entitlement/up to the balance of their personal leave entitlement (5). • 10 days (5).

		<ul style="list-style-type: none"> • Whatever entitlements they have, dependent on circumstances/whatever is available or accrued (3). • Set at 5 days but enable responsive workplaces (1). • Should be inclusive of their current personal leave entitlement/part of current entitlement (no additional days) (3). • As needed dependent on the situation and leave balance. To be determined on needs basis provided within accrued entitlement (2). • As much as the employer approves (1). • The LG allows employees to access paid carer's leave to support a person experiencing FDV (1).
20.	Do you think FDVL is an important issue for the Local Government Sector?	Yes – 85% (51) No – 15% (9)
21.	Do you think WALGA should advocate on behalf of Local Governments for paid FDVL as a sector issue?	Yes – 70% (42) No – 30% (18)
FDVL Entitlements and Supports that Local Governments Provide		
22.	Does your Local Government provide employees with paid FDVL?	Yes – 45% (27) No – 55% (33)
23.	(If the answer to qu. 22 was yes) How does your Local Government provide employees with paid FDVL? (Please tick all of the options that apply)	Enterprise agreement – 65.38% (17) Policy – 23.08% (6) Contract of employment – 3.85% (1) Other (please specify) – 19.23% (5) <ul style="list-style-type: none"> • It's an entitlement. • Management practice. • Via personal leave entitlements. • Per the NES – we follow NES. • Award?
24.	(If the answer to qu. 22 was yes) How many days of paid FDVL are your employees entitled to take each year?	<ul style="list-style-type: none"> • Up to 10 days/10 days (2) • 20 days (1) • 5 days – but we reverse the circumstance where we allow the use of personal leave for this and DFVL when that is exhausted (1)

		<ul style="list-style-type: none"> • 5 days (14) • As per the NES (1) • Currently 5 days but in principle agreement to increase to 10 days in the new EA (1) • 2 days if covered under the Salaried Officers EA (1) • As many days as they have entitled (1) • 10 days paid and 5 days unpaid (1) • Nil (1) • Included with personal leave – 5 days unpaid as a min (1)
25.	(If the answer to qu. 22 was yes) Does your Local Government provide paid FDVL to all employees (full-time, part-time and casual)? (Tick all of the options that apply)	Full-time employees – 100% (25) Part-time employees – 88% (22) Casual employees – 24% (6)
26.	(If the answer to qu. 22 was yes) How many employees have accessed paid FDVL in the last 12 months?	Ranges from 0 to 3 employees.
27.	(If the answer to qu. 22 was yes) Of the employees who have taken paid FDVL what is the average number of days they have taken in the last 12 months?	Ranges from 0 to 6.5 days.
28.	(If the answer to qu. 22 was yes) What is highest number of days of paid FDVL that employees have accessed in the last 12 months?	Ranges from 0 to 7 days.
29.	(If the answer to qu. 22 was yes) What is the lowest number of days of paid FDVL that employees have accessed in the last 12 months? (minimum 1 day)	Ranges from 0 to 6 days.
30.	Does your Local Government provide employees with more than 5 days of unpaid FDVL?	Yes – 8.77% (5) No – 91.23% (52)
31.	(If the answer to qu. 30 was yes) How many days of unpaid FDVL (including the NES 5 days) does your Local Government provide?	Ranges from 0 to 10 days.
32.	(If the answer to qu. 30 was yes) How is the additional unpaid FDVL provided? (Tick all of the options that apply)	Enterprise agreement – 20% (1) Policy – 20% (1) Contract of employment – 0% (0) Other (please specify) – 60% (3) <ul style="list-style-type: none"> • By request to the CEO • As requested on a case by case basis

		<ul style="list-style-type: none"> NES
33.	How many employees have accessed unpaid FDVL in the last 12 months?	Ranges from 0 to 1 employee.
34.	Of the employees who have taken unpaid FDVL what is the average number of days they have taken in the last 12 months?	Ranges from 0 to 3 days.
35.	What is the highest number of days of unpaid FDVL that an employee has accessed in the last 12 months?	Ranges from 0 to 3 days.
36.	What is the lowest number of days of unpaid FDVL that an employee has accessed in the last 12 months? (Minimum 1 day)	Ranges from 0 to 3 days.
37.	Does your Local Government provide employees with access to paid personal/carer's leave for the purposes of FDVL?	Yes – 59.65% (34) No – 40.35% (23)
38.	<p>(If the answer to qu. 37 was yes) How is the access to paid personal/carer's leave for the purposes of FDVL provided? (Tick all of the options that apply)</p>	<p>Enterprise agreement – 37.14% (13)</p> <p>Policy – 17.14% (6)</p> <p>Contract of employment – 5.71% (2)</p> <p>Other (please specify) – 54.29% (19)</p> <ul style="list-style-type: none"> On its merits with the LG offering the option of paid personal leave if required (1) At the discretion of the CEO (4) The LG would allow employees to apply to use whatever other leave they had in these Circumstances (1) Agreed upon with the employee (2) Under the Award (1) Entitlement (1) By internal procedure (1) Dependant on the supervisor and situation but also two days of personal leave can be taken without the requirement for a certificate (1) Currently an informal arrangement, albeit no request to access this to date, however, this will be included in our new EBA (1) No formal agreement, but would enable staff to take what was required (1) Via the online Payroll system (1)

		<ul style="list-style-type: none"> • Management practice (1) • Seeks to support employees in general (1) • As required on a case by case basis (1) • Just as part of their normal access to sick/personal leave (1)
39.	<p>(If the answer to qu. 37 was yes) How many days of paid personal/carer's leave for the purposes of FDVL does your Local Government provide?</p>	<ul style="list-style-type: none"> • 5 days (3) • Up to accrued entitlement (8) • 3 days (1) • Unknown (3) • 0 days (6) • 10 days (6) • NES (1) • Have not had to offer the leave as yet (1) • 2 days (2) • 12 days (1) • At discretion of the CEO (1)
40.	<p>Does your Local Government provide employees who are experiencing family and domestic violence with any of the following additional support? (Please tick all of the options that apply)</p>	<p>Duress alarms – 0% (0)</p> <p>Temporary accommodation – 4% (2)</p> <p>Upgrades to home security – 2% (1)</p> <p>Security at the employee's home so that they can move their belongings – 0% (0)</p> <p>Loan car – 0% (0)</p> <p>Redeployment opportunities – 10% (5)</p> <p>Financial support to cover legal advice – 0% (0)</p> <p>Employee Assistance Program (EAP) – 82% (41)</p> <p>Family violence contact offers in the workplace – 12% (6)</p> <p>Other (please specify) – 24% (12)</p> <ul style="list-style-type: none"> • Encouraged move to alternate accommodation, offered time off and assistance to take the matter to the police (1) • Will look at if individual circumstances dictate/case by case assistance where required (2) • Haven't had to provide any support so far/not had any instances so far (3)

		<ul style="list-style-type: none">• Have not had to deal with, would be happy to do any of those things to support (1)• Protection to and from vehicle and or safe parking if required (1)• The LG has supported employees in many ways with additional paid leave, monitoring of the buildings. Financial advice is also available through the LG's EAP provider (1)• How would we know? They wouldn't tell us?/ Unknown (2)
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5.2 Payment to Independent Committee Members (05-034-01-0005 TB)

By Tony Brown, Executive Manager Governance & Organisational Services

RECOMMENDATION

That WALGA request the Minister for Local Government to amend the *Local Government Act 1995* to allow the payment of meeting attendance fees to, and/or defined reimbursements for time committed by, 'other persons' appointed as Committee members under s.5.8 of the *Local Government Act 1995*.

Executive Summary

- Local Governments have raised the issue that clarification is needed to allow Local Governments to pay meeting attendance fees to independent members of Committees in respect of their preparing for, attending and/or participating in Committee meetings, in accordance with s5.100 of the *Local Government Act 1995*.
- There has been differing advice provided to the sector over the years and conjecture as to the method by which a professional person, appointed as the independent member to an Audit Committee, may claim reimbursement for their commitment of time and professional expertise.
- This item recommends advocating for the *Local Government Act 1995* to be amended to allow the payment of meeting attendance fees to, and/or defined reimbursements for time committed by, 'other persons' appointed as Committee members under s.5.8 of the *Local Government Act 1995*.

Background

WALGA has received requests from a number of Local Governments highlighting the issue that Local Governments cannot legally pay meeting attendance fees to independent members of the Audit Committee in respect of their preparing for, attending and/or participating in Audit Committee meetings, and can only provide reimbursement of 'expenses', in accordance with s5.100 of the *Local Government Act 1995*.

The current legislative requirements are:

1. The *Local Government Act 1995* (Act) provides for payments to members of Council and Committees.
2. Section 5.100 of the Act expressly provides that a person who is a committee member but is not a council member or an employee is not to be paid a fee for attending any meeting.
3. The Act prescribes a distinction between a re-imbursement of an expense and a payment of a meeting attendance fee in respect of attending a meeting.
4. A significant number of Local Governments also have independent committee members on their audit committee and this matter could also affect them.

WALGA's support and assistance has been requested to advocate to the Minister for Local Government to provide a prompt resolution to this matter by making the necessary legislative amendments to enable independent Audit Committee members to be paid a meeting attendance fee.

The Department of Local Government, Sport and Cultural Industries Operational Guideline 9 "*Audit in Local Government – The appointment, function and responsibilities of Audit Committees*", includes the following guidance on the payment / reimbursement of expenses to independent Committee Members:

"The legislation prevents a meeting fee being paid to an external person but it is permissible for a payment to be made as a reimbursement of expenses, commensurate with the expertise and knowledge such people bring to the committee. The Council will need to determine whether payment will be offered and the level of that reimbursement payment."

Comment

There has been differing advice provided to the sector over the years and conjecture as to the method by which a professional person, appointed as the independent member to an Audit Committee, may claim reimbursement for their commitment of time and professional expertise. In the past, Departmental advice supported arrangements for an independent professional member of an Audit Committee to claim by invoice an hourly rate, as agreed with the Local Government, relevant to the time taken to prepare for and attend an Audit Committee meeting.

However, section 5.9 of the Act, provides that any Committee of Council may include membership of other persons, which may not necessarily be involved in the business of providing professional services, and therefore cannot invoice for their time and expertise in a way that a professional person appointed to an Audit Committee may do.

This ambiguity of how s.5.100 reimbursement may be reasonably applied, results in inconsistent and perhaps unfair arrangements for not only independent persons appointed to Audit Committees, but also to other persons who are appointed to Committees of Council and similarly contribute time and expertise to assist the Council in performing its functions under law.

This issue has recently been raised by a number of Local Governments who are appointing independent Audit Committee members and wishing to compensate them for their time.

There may be a range of options that could be included in an advocacy position regarding providing reimbursements and/or payment of meeting attendance fees to other persons appointed as members of a Committee of Council.

For example, the legislative arrangements could specify that an independent Audit Committee member must be paid the equivalent meeting attendance fee determined by the Local Government for payment to Council Members, but provide flexibility for the Council to determine a separate meeting attendance fee (within the relevant Local Government SAT Bands) for other persons appointed as members of a Committee of Council.

The proposal for advocacy on this matter can be broadened to allow for payment to independent members of any committee of Council established under s.5.8 of the *Local Government Act*.

5.3 2021 Annual General Meeting (01-003-02-0003 TB)

By Tim Lane, Manager Strategy & Association Governance and Kathy Robertson, Executive Officer Governance

RECOMMENDATION

That:

1. The following resolutions from the 2021 WALGA Annual General Meeting be endorsed for action:

Cost of Regional Development

That WALGA makes urgent representation to the State Government to address the high cost of development in regional areas for both residential and industrial land, including the prohibitive cost of utilities headworks, which has led to market failure in many regional towns.

CSRFF Funding Pool and Contribution Ratios

That WALGA lobby the State Government to:

1. *Increase the CSRFF funding pool to \$25 million per annum and revert the contribution ratio to 50% split to enable more community programs and infrastructure to be delivered.*
2. *Increase the \$1 million per annum quarantined for female representation to \$2 million per annum.*

Regional Telecommunications Project

That WALGA strongly advocates to the State Government to increase funding for the Regional Telecommunications Project to leverage the Federal Mobile Black Spot Program and provide adequate mobile phone coverage to regional areas that currently have limited or no access to the service.

2. The following resolution passed at the 2021 WALGA Annual General Meeting be referred to the Mining Communities Policy Forum and the People and Place Policy Team for advocacy work to be undertaken:

Review of the Environmental Regulations for Mining

Regarding a review of the Mining Act 1978:

1. *To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old Mining Act to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.*
2. *That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.*

Executive Summary

- WALGA's 2021 Annual General Meeting was held on Monday, 20 September 2021.
- The meeting resolved for WALGA to act in relation to four member motions:
 1. Cost of Regional Development
 2. CSRFF Funding Pool and Contribution Ratios
 3. Regional Telecommunications Project
 4. Review of the Environmental Regulations for Mining

- The meeting also resolved by special majority to make suggested amendments to the Association's Constitution as per an executive motion.
- The action taken or proposed to be taken in relation to each of the resolutions since the Annual General Meeting has been summarized for State Council's information.

Attachment

- [WALGA 2021 Annual General Meeting Minutes](#)

Background

The 2021 Annual General Meeting (AGM) was held on Monday, 20 September 2021.

Four member motions, as follows, were considered and supported by members at the AGM:

1. Cost of Regional Development

That WALGA makes urgent representation to the State Government to address the high cost of development in regional areas for both residential and industrial land, including the prohibitive cost of utilities headworks, which has led to market failure in many regional towns.

2. CSRFF Funding Pool and Contribution Ratios

That WALGA lobby the State Government to:

1. *Increase the CSRFF funding pool to \$25 million per annum and revert the contribution ratio to 50% split to enable more community programs and infrastructure to be delivered.*
2. *Increase the \$1 million per annum quarantined for female representation to \$2 million per annum.*

3. Regional Telecommunications Project

That WALGA strongly advocates to the State Government to increase funding for the Regional Telecommunications Project to leverage the Federal Mobile Black Spot Program and provide adequate mobile phone coverage to regional areas that currently have limited or no access to the service.

4. Review of the Environmental Regulations for Mining

Regarding a review of the Mining Act 1978:

1. *To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old Mining Act to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.*
2. *That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.*

In addition to the member motions, an executive motion was endorsed by special majority to amend the [Association's Constitution](#).

Comment

Comment on the 2021 AGM resolutions is as per below:

1. Cost of Regional Development

That WALGA makes urgent representation to the State Government to address the high cost of development in regional areas for both residential and industrial land, including the prohibitive cost of utilities headworks, which has led to market failure in many regional towns.

It is recommended that this resolution be endorsed for action.

2. CSRFF Funding Pool and Contribution Ratios

That WALGA lobby the State Government to:

- 1. Increase the CSRFF funding pool to \$25 million per annum and revert the contribution ratio to 50% split to enable more community programs and infrastructure to be delivered.*
- 2. Increase the \$1 million per annum quarantined for female representation to \$2 million per annum.*

As this resolution is consistent with an existing WALGA advocacy position, as per below, it is recommended that the resolution above be endorsed for action.

3.7.1 Community Infrastructure

*The Association continues to advocate for better planning and support for community infrastructure and investment by the State, Commonwealth and private partners
(Last updated May 2018)*

3. Regional Telecommunications Project

That WALGA strongly advocates to the State Government to increase funding for the Regional Telecommunications Project to leverage the Federal Mobile Black Spot Program and provide adequate mobile phone coverage to regional areas that currently have limited or no access to the service.

The Western Australian State Budget includes \$12.971 million in 2021-22 to deliver the Regional Telecommunications Project administered by the Department of Primary Industries and Regional Development (DPIRD). This project focuses on improving high-speed mobile voice and data coverage across regional Western Australia, leveraging investment by the Commonwealth Government and the telecommunications carriers. The currently funded projects are due to be completed by 30 June 2022. Further applications have been made under Round 5A of the Commonwealth Mobile Black Spot Program.

The Australian Government has committed \$80 million for Round 6 of the Program. The design process for Round 6 has not been completed. However, it is likely that project proposals that include significant co-contributions from State Governments will be highly competitive. Western Australia will be well placed if the State Government is able to both coordinate the identification of needs and provide co-funding.

In September 2021, WALGA made a submission to the Regional Telecommunications Independent Review Committee, based on advice received during consultation with Local Governments (including matters raised during WALGA Zone meetings). The submission was endorsed by State Council by [Flying Minute](#). The submission identified acute limitations in the coverage, capacity, reliability and resilience of the mobile telecommunications network, particularly in remote, rural and peri-urban areas. Further investment will be required to remedy these constraints.

It is recommended that this resolution be endorsed for action.

4. Review of the Environmental Regulations for Mining

Regarding a review of the Mining Act 1978:

1. *To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old Mining Act to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.*
2. *That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.*

This resolution is consistent with the 2019 WALGA AGM resolution which called for:

- WALGA to request the Hon. Bill Johnston, Minister for Mines and Petroleum, to undertake a review of the *Mining Act 1978* with a view to maximising the benefits to local communities and its impact on local communities; and
- the Mining application process to include a mandatory MOU with the Local Government which would be overseen by the Auditor General to ensure fairness to the Community by having the mining company contribute to local infrastructures as a Legacy project.

The WALGA Mining Communities Policy Form considered this resolution on 4 December 2019 and agreed that there are many aspects of the *Mining Act 1978* that require a review and update, including to:

- make the negotiation and compensation process between the mining Industry and other stakeholders more balanced;
- require mining companies to make an ongoing social contribution to the communities they operate in;
- limit the use of FIFO and DIDO to encourage the use of workers from residential communities;
- require compulsory planning approval for onsite accommodation;
- require miners to fund the upgrades/maintenance of local infrastructure use for their operations, such as local roads that were not initially constructed to carry heavy freight;
- require mining companies to pay outstanding rates when they transfer leases or when their lease lapses; and
- make it easier for Local Governments to appropriately categorise and rate mining tenements and mining infrastructure.

It was also acknowledged that the State Government is unlikely to be open to a review of the *Mining Act*, particularly if it would result in making it more difficult for miners to do business or impact on job creation and economic growth.

It is recommended that the 2021 AGM resolution, together with the 2019 AGM resolution, be referred to the Mining Communities Policy Forum and the People and Place Policy Team for further advocacy work to be undertaken. The next meeting of the Forum is scheduled for Monday, 8 November 2021.

5. Amendments to WALGA's Constitution

The proposed amendments to the Association's Constitution were endorsed by a special majority of State Council at the meeting on 7 July, before being endorsed by a special majority at the 2021 AGM (as required by clause 29 of the Constitution). The [Constitution](#) has now been amended as per the above resolution.

Letters enclosing a copy of the amended Constitution were sent by the WALGA Chief Executive Officer, Nick Sloan, to the Commissioner for Consumer Protection and the Minister for Local Government for their information.

5.4 Review of advocacy positions relating to the *Building Act 2011* and Building Regulations 2012 (05-015-02-0010 CL)

By Claire Lings, Project Officer, Building

RECOMMENDATION

That State Council endorses the replacement of Section 6.7: Building Act and Fees of WALGA's advocacy positions document relating to the *Building Act 2011* and Building Regulations 2012 with the following:

1. Support the retention of Local Government as the primary permit authority in Western Australia for decisions made under the *Building Act 2011*.
2. Supports mandatory inspections for all classes of buildings, however, Local Government should not be solely responsible for all mandatory inspections.
3. Advocate for the State Government to urgently prioritise legislative reform that addresses systemic failures in the current building control model and to provide clarification on the role of Local Government in building control to ensure building legislation supports the following objectives:
 - a. Quality buildings that are cost efficient.
 - b. Functional, safe and environmentally friendly buildings.
 - c. Good decision making in all aspects of building.
 - d. Efficiency and effectiveness in building management, administration and regulation.
 - e. Openness and accountability with respect to all building matters.
 - f. Recognition of the rights and responsibilities of all parties in building matters in an equitable manner.
4. Existing and proposed building control related fees and charges to be cost recovery for Local Government.
5. WALGA will work with members, state agencies and industry groups to develop training opportunities and to promote the Local Government building surveying profession to ensure sustainability of Local Government building control services.
6. WALGA supports the Australian Building Codes Boards Trajectory for Low Energy Buildings by supporting Local Governments to meet community strategic objectives of a net zero carbon future by 2050 through work with members, state agencies and industry groups.

Executive Summary

- At its meeting on 16 August 2021 the People and Place Policy Team considered and endorsed a review of WALGA's Planning and Building Related advocacy positions.
- The Policy Team determined the Building Act and Fees policy positions as a section to be retained and reviewed, and that the policy area would have a high priority as part of the broader review.
- A review of the Building Act and Fees policy section has been undertaken, with several recommended changes proposed, and
- The People and Place Policy Team considered the matter at its meeting on 25 October and resolved to support the review and progress the matter to State Council for endorsement.

Attachments

- [Attachment 1: Existing positions and comments](#)
- [Attachment 2: Proposed new positions and comments](#)

Relevance to Strategic Plan

Advocating and facilitating sector solutions and policy

- We amplify the voice of Local Government and bring sector concerns directly to key decision makers
- We develop future-focused and evidence-based policy positions

- We connect and bring together expertise to maximise sector outcomes

Policy Implications

WALGA's existing policy positions are based on several State Council Resolutions dating back to 2011, including:

- December 2020 – 143.6/2020
- December 2019 – 151.7/2019
- December 2019 – 153.7/2019
- March 2017 – 7.1/2017
- September 2016 - 85.5 /2016
- July 2016 – 60.4/2016
- December 2015 - 124.7/2015
- December 2014 – 119.5/2014
- September 2013 – 246.4/2013
- December 2012 – 140.6/2012
- May 2012 – 56.3/2012
- February 2011 – 16.2/2011

Acceptance of the recommendation will see the replacement of the existing policy positions. Attachment 1 provides an overview of the existing positions and rationale for deleting, retaining and/or amending these.

Background

Assessments of the effectiveness of building control systems across Australia have recognised that there is diminishing public confidence in the building and construction industry, and that change is required to ensure buildings are safe and perform to expected standards. Now more than ever the focus is on Local Government building departments to deliver good governance, local leadership and sustainable services that meet the needs of their communities whilst supporting local jobs and economic growth.

The *Building Amendment Act 2012* was passed in Parliament in October 2012, with regulations being drafted shortly to accompany this Act. Prior to the release of the new Act, WALGA presented an issues paper that identified the guiding principles that should influence the new proposals:

- Quality buildings that are cost efficient.
- Functional, safe and environmentally friendly buildings.
- Good decision making in all aspects of building.
- Efficiency and effectiveness in building management, administration and regulation.
- Openness and accountability with respect to all building matters.
- Recognition of the rights and responsibilities of all parties in building matters in an equitable manner.

Following the Grenfell tower fire in 2017 and a number of high-profile structural issues in apartment buildings in New South Wales (NSW) and Victoria, all State and Territory Building Ministers agreed to an assessment of the effectiveness of compliance and enforcement systems for the building industry across Australia. It was recognised that there was diminishing public confidence in the building and construction industry and change was required to ensure buildings were safe and performed to expected standards. The resulting *Shergold Weir-Building Confidence Report* made 24 recommendations for a best practice model for compliance and enforcement, to strengthen the effective implementation of the National Construction Code (NCC). A team was set up in the office of the Australian Building Codes Board (ABCB) to develop and publicly report on a national framework for the implementation of the recommendations. In February 2018, the State Government gave in-principle agreement to implement recommendations of the Commonwealth Government Building Ministers Forum, *Building Confidence: Improving the effectiveness of compliance and enforcement systems for the building and construction industry across Australia*. In addition, the State also noted the findings of a 2018 inquiry into non-conforming building products conducted by the Senate Economics References Committee of the Parliament of Australia.

The State Government through DMIRS is currently undertaking a comprehensive reform process of building regulation in response to the in-principal agreement to implement the Building Confidence Report. WALGA and the Local Government sector has been heavily engaged in these reforms. It is expected that this reform agenda will take several years to finalise and implement. The review of WALGA's advocacy positions is in part to provide a more robust policy position to support early, active and efficient engagement with the State Government going forward.

In support of the review, WALGA's existing positions were circulated to 54 metropolitan based and 35 regional Local Government Building Surveyors for comment, with feedback received from officers at the City of Perth, City of Swan, Shire of Collie, Town of Victoria Park, Shire of Beverley and Shire of Boddington. In total the 89 officers consulted undertake building regulatory functions for approximately 110 Local Governments. The Local Government officers who provided a response indicated support for reviewing the existing positions to ensure they reflected the current industry climate.

The existing positions and recommendations for re-wording, removal or new positions are detailed in Attachment 1 and 2, respectively.

5.5 Draft WA Building Surveyors Code of Conduct (05-015-02-0010 CL)

By Claire Lings, Project Officer, Building

RECOMMENDATION

That WALGA:

- 1. Recommend to the Department of Mines, Industry Regulation and Safety (DMIRS) that the Draft WA Building Surveyors Code of Conduct be reviewed to ensure it addresses the following matters:**
 - a) The impact of the obligations recommended in the draft Code be considered in relation to the current Western Australian building control model to ensure Local Government are able to maintain their statutory functions in line with community expectations.**
 - b) That other building reform that will greatly impact the role of Local Government in the current Western Australian building control model, such as mandatory inspections and minimum documentation, be formalised prior to the Code of Conduct being introduced to ensure Local Government in Western Australia are able to maintain their statutory functions in line with community expectations.**
 - c) Ensure that communities in remote and regional areas are considered when developing policy to restrict building surveyors being involved in design consultation work.**
- 2. Endorse the attached consultation response summary on the draft Code.**

Executive Summary

- The Department of Mines, Industry Regulation and Safety is undertaking consultation on the WA Building Surveyors Code of Conduct (draft Code), which is based on a National Code.
- Building on previous consultation regarding the National Code, WALGA has engaged with Local Government building surveyors regarding the implications of the draft Code.
- Key concerns from the sector include:
 - Potential to limit Local Government building surveyor ability to provide advice on how to meet the requirements of building standards
 - Significant liability concerns for individual building surveyors
 - Inability to meet provisions regarding conflict of interest, particularly in non-metropolitan areas
 - Lack of integration of the draft Code with the other building reform measure in progress.

Attachment

- Consultation response summary

Background

Following the Grenfell tower fire in 2017 and a number of high-profile structural issues in apartment buildings in New South Wales (NSW) and Victoria, all State and Territory Building Ministers agreed to an assessment of the effectiveness of compliance and enforcement systems for the building industry across Australia. It was recognised that there was diminishing public confidence in the building and construction industry and change was required to ensure buildings were safe and performed to expected standards. The resulting *Shergold Weir-Building Confidence Report* made 24 recommendations for a best practice model for compliance and enforcement, to strengthen the effective implementation of the National Construction Code (NCC). Recommendation 9, 10 and 11 of the Building Confidence report recommended legislative changes around the integrity of private building surveyors, codes of conduct for building surveyors and building surveyors role in enforcement, respectively.

In response to these recommendations the Australian Building Codes Board (ABCB) released, in December 2020, a National Model Code of Conduct for Building Surveyors. As the Code was a model, it did not have any force until adopted by jurisdictions. The ABCB advised in its document that States and Territories should have regard to the content of the Code when amending or adopting a Code of

Conduct for Building Surveyors in their jurisdiction. WALGA has previously provided Submissions to the ABCB on a Discussion Paper the integrity of private building surveyors and their role in enforcement that proposed changes to how a private building surveyor may be appointed, detailing conflict of interest controls and enhanced supervisory and enforcement powers for private building surveyors. On 17 September 2021, the Department of Mines, Industry Regulation and Safety (DMIRS), the Department with carriage of this issue in WA, released a draft WA Code of Conduct for Building Surveyors (draft Code).

Comment

WALGA circulated the draft Code to the Local Government Building Surveyor group (representing approximately 100 Local Governments) for comment. Feedback was received from officers at the City of Vincent, City of Karratha, Town of Victoria Park, Shire of Collie, Shire of Boddington, Shire of Broome, City of Perth, Shire of East Pilbara, City of Joondalup, City of Stirling, Town of Cambridge, Shire of Waroona and Shire of Bridgetown-Greenbushes. Separate meetings were held for metropolitan and non-metropolitan building surveyors in October where the draft Code was discussed in detail with approximately 60 officers. Comments received from Local Government officers expressed concern regarding the negative impact that the proposed changes will have on the service the building surveyors provide to their communities. Of particular concern was the potential limitations the Code would place on Local Government building surveyors' ability to provide design advice and liability that is placed on building surveying practitioners.

The draft Code defines statutory "*building surveying approval work*" (authorising construction and occupation) and "*building surveying assessment work*" (verification/review, inspection and testing of construction works). In Western Australia, unlike other jurisdictions, this work is not only carried out by private building surveyors but extends to registered building surveyors in Local Government. The draft Code proposes to prohibit carrying out statutory building surveying approval work where the building surveyor participates in design work. Included in the proposed prohibited design work is providing advice on how to amend a plan or specification in order to comply with building standards. It is common practice in Western Australia, for a Local Government Building Surveyor to carry out both consultation with the community and a regulatory role as the permit authority. If they are prohibited from providing design advice services, if they have a regulatory function, there would be a detrimental impact in these communities, particularly in regional areas, where it is often difficult to gain access to independent design services. The draft Code also proposes that carrying out statutory building surveying work where there is a risk that their decision could be influenced by a conflict of interest would be a contravention. Regional building surveyors have also expressed that compliance with this provision would be extremely difficult in small towns where they interact with most community members.

There is also concern from Local Government building surveyors that the draft Code only references registered "*building surveying practitioners*". The *Building Services (Registration) Act 2011* uses the terminology "*building surveying contractor*" and "*building surveying practitioner*" with the contractor being the only registered entity required to hold Professional Indemnity (PI) insurance. Individual Practitioners are not required to have PI insurance nor are they able to obtain it in Western Australia. Recent enforcement action by DMIRS' registration board has been directed towards a Practitioner, which has raised concerns that building surveyors will hold a liability risk even if they change jobs or retire from a Local Government position. There is already industry concern regarding declining numbers of building surveyors; the sector has expressed that the implementation of the draft Code will only serve to further discourage Local Government building surveyors from remaining in the profession and exacerbate the current trend.

The implementation of a draft Code in Western Australia without addressing the lack of mandatory inspections, minimum documentation standards and registration of other professionals will not result in better quality or safer buildings for the community, nor will it enhance community confidence in the building industry. As such it is recommended that the draft Code be reviewed to ensure it is combined with other legislative reform that addresses systemic failures in the current building control model and to provide clarification and certainty regarding the role of Local Government in building control.

Item 5.5 – Attachment – Consultation response summary

Draft Code of Conduct Clause	Consultation response summary
<p>1.3. A building surveyor must not perform a statutory function in relation to building work they have assisted to:</p> <ul style="list-style-type: none"> • design, or • develop a Performance Solution for. 	<ul style="list-style-type: none"> • Provisions such as this are currently in place in Victoria and other States where the work is mostly carried out by private building surveyors rather than Local Government. Overall it is not apparent how having building surveyor provide comment on early or concept-based plans can only be seen as a negative conflict, it should be seen as a positive, providing much needed early BCA advice prior to proceeding to final or construction plans. <ul style="list-style-type: none"> ○ This will save the designers money, time, and resources in producing a set of drawings only to find there are areas of BCA non-compliance. ○ Performance solutions may form part of the early design phase and surely it would make more sense that the building surveyor involved in the performance solutions was also part of the final assessment, as they would be aware of the reasons for supporting the performance solution rather than casting doubt as to why. • In relation to unauthorised work, (Class 10 and 1) where the work is old and doesn't comply with the BCA, the private building surveyor will decide if they can support it in combination with providing a performance solution. In the smaller communities such professionals are not present, let alone finding two of them. Thus, the cost of authorising this type of work will be high in relation to the value of the building. Much of the draft Code is in relation to the registration that already exists and compliance with the Building Act which is a given. Most building surveyors see helping the community as an important part of their role, and documents like this will likely prevent this from occurring. • Whilst it is agreed that there should be a requirement to have an outside professional opinion when developing performance solutions, Building Surveyors provide large amounts of design compliance advice, and this is seen as one of their core functions. Building Surveyors should continue to provide design advice where they relate to DTS matters and this should not affect their ability to certify/'sign off' on proposals and offer options for compliance. Additionally, this will affect one of the core functions of Local Government Building Surveyors and if applied literally, how will they perform the customer service that ratepayers expect whilst also completing statutory duties i.e. providing design advice/solutions and then signing off CDC's? • Local Government Building Surveyors are responsible for providing advice, guidance and instruction for all types of building works. It would be a complete conflict of purpose and expectation from their employer and the public, not to mention absolute confusion where smaller Local Governments are involved. • It is unclear how this clause will function work if the building surveyor is in a multi-discipline office? Clarification should be provided on how "independence" will be maintained? • Regarding Performance Solutions, only Local Governments are permitted by the Building Regulations to decide on a performance solution for a swimming pool barrier. Clarity on if this would then be a contravention of clause 1.3 of the draft Code is required.

	<ul style="list-style-type: none"> • The Local Government's customers are largely residents who have little to no knowledge of building legislation or the requirements of the National Construction Code and they want to do the right thing. This proposal is not considered to be practical and workable for a lot of Permit Authorities that have only one or two building surveyors. It is noted that there are no details of how this is proposed to work in a real-life scenario. Local Governments receives a lot of enquiries during the day by telephone and at the front counter from the community seeking assistance. Is it the intention that each building surveyor keeps a log of every person they assist to ensure they do not receive and work on their future uncertified applications? Requesting that a customer engage the services of a private building surveyor is often very costly as the open market has no caps on pricing and often the cost of certification is more than the proposal itself. • This clause has the potential to undermine the sustainability of the building industry, a strict interpretation of the clause would mean that every project where consultation takes place will require a minimum of 2 Building Surveyors independent of each other. There is already a shortage of Building Surveyors and Local Governments are not funded or structured to support such a model. This would likely increase lead to increases in building costs and lengthen design and approval timeframes. • Under this clause, a building surveyor must not perform a statutory function in relation to building work they have assisted to design or develop a Performance Solution. This effectively prevents Local Government building surveyors from developing Performance Solutions in relation to an uncertified building permit application. For example, patio setback 500mm from the allotment boundary in lieu of the minimum 900mm. Some Local Governments are providing a Performance Solution for this variation and then issuing the CDC and Building Permits for the patio. Under the draft Code it would appear Local Government building surveyors would no longer be permitted to do so. Does this imply then that all classes of buildings will be privately certified and Local Government building surveyors will take on a record-keeping, auditing / compliance / enforcement role, similar to the Victorian model? Clarification on these points is required.
<p>1.4 A building surveyor must notify the Building Commissioner where they have become aware of, or hold a reasonable suspicion of, unlawful activity or a matter that may create an immediate or imminent risk to health and safety, in relation to building work for which they are or were, but for replacement or resignation, engaged to provide a statutory function.</p>	<ul style="list-style-type: none"> • Under the current legislative model, the Local Government usually resolves issues pertaining to health and safety risks on building sites. Consideration should be given to the draft Code making it clear that private building surveyors should be obliged to report these matters to the Local Government. • Clause 1.4 states '...but for replacement or resignation...' this wording only exacerbates the frustration Building Surveyors have with understanding and interpretation. This clause needs a defined explanation in simple English to eliminate confusion and misinterpretation. • This type of inspection is not currently mandatory in WA, nor is there a requirement to obtain structural engineer sign off. Such matter can be referred to the permit authority, Local Governments can issue a Building Order and then prosecute if necessary. <p>For example, the draft Code states during an inspection a building surveyor becomes aware that a lower quality concrete, not in accordance with the approved structural design, has been used in a building and has created an imminent risk to health and safety for workers, building occupants or the public. If the building surveyor is unable to get the non-compliance rectified through consultation with the builder (or</p>

	<p>building owner) the building surveyor must report the matter to the permit authority, and the Building Commissioner.</p> <ul style="list-style-type: none"> • This clause talks about reporting a non-compliance matter to the Permit Authority and the Building Commissioner. There is no reference to the fact that almost all building compliance issues are dealt with by Permit Authorities and mostly raised and investigated by or via Local Government Building Surveyors who receive the complaints. The Permit Authority usually makes a judgement call on an issue to decide if it needs to be sent the Building Commissioner. There is no value at all in doubling up on reporting issues and this will likely lead to greater levels of red-tape and increase inefficiencies in the system.
<p>2.1 A building surveyor must only perform statutory functions that are permitted under their registration and within their professional competency.</p>	<ul style="list-style-type: none"> • The term professionalism needs to be elaborated to include definitions and details of what the expectations on building surveyors will be. Further, it is difficult for building surveyors to meet standards and ensure quality of work when there are no minimum standards determined in legislation. One building surveyor's standard and expectation of quality of work can be vastly different to another building surveyors. • Clarification is needed on if cadet building surveyors are allowed to carry out basic assessments, providing they are reviewed and signed off by an appropriate accredited building surveyor. This is often the case within some Local Governments given the difficulty in finding staff. Continuation of this practice is necessary to support current workflow models used by Local Government. • Clarify if Local Governments will be able to question the compliance of projects, based on the competence of the building surveyor? "...In addition, building surveyors must critically self-assess their knowledge, skills and experience for work within their registration. For example, if a building surveyor holds an unrestricted license, but has never worked on a Class 9a building or has not done so for many years, then the certification of a hospital would generally be considered to be outside their experience and would therefore be beyond their professional competency." This would rely on others including Local Governments to report a building surveyor if their work is not adequate, to meet the satisfaction of Item 1.4.
<p>2.2 A building surveyor should maintain their professional competency to ensure their knowledge and skills are current for the work they undertake</p>	<ul style="list-style-type: none"> • If CPD's are being proposed as a matter of capturing professional competency, then the industry related seminars need to be made more affordable for smaller Local Governments and private sole traders etc. • Clarification on if CPD points will be mandatory is required. There is a reference in the draft Code to "...either voluntarily or as required under legislation will assist to meet this obligation...." As this requirement is not currently legislated it is unclear why this is included. This is again mentioned in the Compliance Policy part of the document. • It is not clear if this is targeted just at those who work in the private industry? Due to there being private certification, it is unlikely that a Local Government building surveyor would be engaged to work on a Class 2-9 building. Clarification on this point should be provided. • In this section the words 'should' and 'reasonable' are used. These words need to be changed to words that are definitive, like MUST, and the word reasonable needs to be defined. • In regard to quality of work, as there are no minimum standards specified in legislation, it can be difficult to convince a client what a building surveyor requires to comply the structure. Most technical industries have

	<p>set guidelines or standard job procedures to ensure all work is to a high standard, which is not available for building surveyors. The statement in relation to cooperation requires a more work. Some private building surveyors take offence when queried about the information they have certified, and DMIRS should provide guidance on how building surveyors should go about reporting under this clause.</p> <ul style="list-style-type: none"> • It is unclear how a Local Government building surveyor would know whether the private building surveyor who had certified the project has the necessary knowledge, skills, experience and professional competency? On the Building Surveyor Register, a building surveyor's registration only has the level they are registered under i.e. technician, Level 1, or Level 2. This issue would impact potential clients as to whether the certifier they've engaged can provide the required certification. • It is noted that similar requirements are not applied to builders in this State. Currently only three (3) trades required to build a house or a commercial building within WA require registration, with the buildings being built to lockup stage including foundation and footings without one required registered trade. Continual learning needs to be mandatory for all built environment related professionals, however it needs to be made more affordable and more readily accessed. • The wording "... a building surveyor should maintain their professional competency...", and "participating in CPD courses either voluntarily or as required under legislation" implies a building surveyor can choose whether to participate in training courses / workshops or not. WA currently does not require registered building surveyors to do CPD training. • Consider redrafting the draft Code to require all registered building surveyors to maintain CPD points, particularly now that the AIBS has implemented the Professional Standards Scheme for Building Surveyors which commenced from 1 July 2021. Under this scheme, all practicing AIBS members (public and private) are now required to become accredited members, which triggers the need to complete CPD training and submitting evidence to the accreditation board annually. As WA AIBS members must undertake CPD training, it would make sense to bring non-AIBS members into line as well.
<p>2.3 A building surveyor should take reasonable steps to ensure the quality of their work by obtaining and assessing the suitability of all relevant information when carrying out a statutory function.</p>	<ul style="list-style-type: none"> • It is unclear how a building surveyor practically achieve this in WA where engineers and trades aren't required to be registered with DMIRS. For example, how would a Building Surveyor determine if a structural engineer from anywhere in Australia has experience and is competent in cyclonic wind loads, or precast concrete or light weight midrise timber? • The draft code expects building surveyors to be responsible for their own competency, skills and knowledge; but there is no similar expectation for other practitioners. Engineers and tradesman should be satisfying their own code of conduct, CPD, knowledge and experience and that the burden of proof be placed on DMIRS when they apply for registration. Building Commissions from other states bear this responsibility, not the surveyor. The introduction of registration schemes for engineers and other associated building trades should occur prior to the full implementation of this draft Code.

<p>2.4 A building surveyor should work cooperatively with others in the building industry, and regulators.</p>	<ul style="list-style-type: none"> This part requires further explanation and is extremely subjective depending on your degree of tolerance. It is unclear who is going to monitor this. Will obligations be placed on builders and developers who make unnecessary and unreasonable demands on building surveyors?
<p>3.1 A building surveyor must not engage, whether by act or omission, in misleading or deceptive conduct in connection with the performance of a statutory function.</p>	<ul style="list-style-type: none"> In clause 1.4 it states ‘...but for replacement or resignation...’ this wording only exacerbates the frustration Building Surveyors have with understanding and interpretation. This clause needs a defined explanation to eliminate confusion and misinterpretation. This section requires examples of what is expected. The statements are not clear and are therefore open to interpretation. The sentences should be definitive such that they can be understood by all and actioned accordingly especially if there are issues with compliance. Clause 3.1 states ‘This means that conduct can be misleading and deceptive even if it was not intended to be.’ The words ‘misleading and ‘deceptive’ imply premeditated ideas. If an action was not intended to be misleading or deceptive but was wrong, then it is an action of negligence not a misleading or deceptive action. The wording of this point should be clarified. In this section the words ‘should’ and ‘reasonable’ are used. The words used need to be more definitive like MUST and the word reasonable needs to be defined. The statement in relation to 3.1 requires further consideration in consultation with the Local Government sector.
<p>3.3 A building surveyor should not use their statutory function role for the purpose of obtaining, either directly or indirectly, any preferential treatment or other improper advantage for themselves or for any other person.</p>	<ul style="list-style-type: none"> The draft Code could clarify conflicts of interest much better and acknowledge what should occur when conflicts are unavoidable. In regional areas/smaller communities where there may only be 1 or 2 building surveyors in a small town. It would be frequently expected that the surveyor will need to issue CDC’s or Building Permits for owners or builders they have a perceived or actual conflict of interest with. <p>As an example. How would a Local Government Building Surveyor be expected to undertake enforcement action against the City itself, or another City employee, especially if that other employee is in a position of higher authority. For instance, if the City or a Director undertook illegal or non-compliant building work. The Building Surveyor would then have to undertake enforcement action against their own employer or colleagues, undermining their job security and may be exposing themselves to potential mistreatment. The draft Code does not address this, but it is an example of an industry regulator, regulating itself.</p> <p>Example 2: Obtaining private quotes and undertaking building work at your own home, in a town where you have issued building permits to every local builder/tradesman etc. This would result in at least an indirect conflict, but in a small town this would be an unavoidable conflict.</p>
<p>4.1 A building surveyor must ensure any agreement or contract for performing statutory functions is consistent with WA legislation, this Code and any requirements</p>	<ul style="list-style-type: none"> This section requires examples and/or definitions so the reader knows what is expected and what they are being measured against.

set out by the Building Commissioner	
<p>4.2 A building surveyor should maintain a record of reasons for decisions on statutory functions and be able to provide these decisions to the regulator and interested parties if requested to do so.</p>	<ul style="list-style-type: none"> • While in the employment of a Local Governments building surveyors make many decisions. The practicalities of this clause do not seem reasonable or reflective of the level of risk. While most Local Governments have a checklist to aid reporting of decisions these are not exhaustive as the BCA is a detailed document. This provision will likely have detrimental impacts on the workflow of Local Governments. • The Building Permit application contents is the reason a Permit is approved or declined. The Building Act 2011 is very clear of the process in granting a Permit. Compliance issues are already documented.
<p>Introduction</p> <p>This Code of Conduct for Building Surveyors (the Code) sets out minimum expectations of registered building surveyors undertaking building surveying work in Western Australia (WA).</p> <p>It applies to building surveyors who are registered under the Building Services (Registration) Act 2011 (WA) to perform statutory functions of assessing compliance and approving building designs and building work under the Building Act 2011 (WA) and associated legislation. This can involve assessing and certifying that the design demonstrates how the building work, if built, will meet the applicable building standards and, when inspecting building work during and post construction, certifying that the building work meets applicable</p>	<ul style="list-style-type: none"> • This section requires “minimum expectations” clearly defined that are measurable, achievable and understood by all. • Generally it would appear the draft code is in relation to practitioners and not contractors. How will this impact contractors and the implications with insurance? The document is a very simple, overarching document that is non-specific and may therefore not address the reason for its development which is arguably to ensure the industry is providing a valuable, consistent and professional service. The Association holds the view that the most important issues that need to be addressed is the development of minimum standards of documentation to ensure consistency with processes throughout the industry (including procedures or practice documentation), the development of cost effective and accurate training, and to understand the implications of the departure of experienced building surveyors in next 5 years. • Clarification on the application of this on practitioners and contractors and the obligation on each is required. The Building Services (Registration) Act uses the terminology Building Surveying Contractor and Building Surveying practitioner. Consideration should be given to replacing the words Building Surveyor with BSP and BSC. In relation to BSP and BSC DMIRS board is now fining both for errors etc. This is interesting as only the BSC has PL and PI insurance. The link between corporations and employees is generally a corporation is responsible for its employees hence why only the BSC needs insurance. If the BSP in Local Government makes an error then the Local Government is liable and is covered by the LG's PI insurance. The draft Code should flesh this out further as there appears to be an overemphasis on the individual BSP whereas the Criminal Procedures Act and Builder's Registration Act hold the company and Local Government responsible who hold the relevant insurance.

<p>standards and any conditions on the applicable building permit.</p> <p>Professional associations or the Building Commissioner may set standards that apply to other services provided by building surveyors, however, these must not reduce the minimum obligations in the Code. It is acknowledged individuals may choose to comply with a higher standard, for example through membership of an organisation that has an approved professional standards scheme.</p> <p>The Code establishes a consistent basis for education, audit and compliance activities undertaken by regulators. It also assists registered building surveyors to meet their obligations, and manage the expectations of others. This Code of Conduct applies to all building surveying practitioners registered under the Building Services (Registration) Act 2011. All mentions of building surveyor in The Code means registered building surveying practitioner.</p>	
<p>Adoption of the Code</p> <p>Western Australia is adopting the National Model Code of Conduct for Building Surveyors, as</p>	<ul style="list-style-type: none"> • The Code cannot be a National adoption, as each State has a different model of legislation. Any code of conduct in WA should not be into the direction of other states, especially considering their own processes have evidence of shortfalls and failings in the past. Any code of conduct in WA needs to be based on our legislative model.

<p>prepared by the Australian Building Codes Board (ABCB) in 2020. The purpose of this adoption is to provide regulatory oversight to building surveyors in a nationally consistent manner.</p>	<ul style="list-style-type: none"> It is apparent that the draft Code has been based on an eastern states model rather than our unique WA model where Local Government Building Surveyors do similar work to the private Building Surveyors however only Building Surveyors working for Permit Authorities issue Permits.
<p>1.1 A registered building surveyor must comply with laws relevant to their work, conduct and organisation.</p> <p>Laws enacted in Western Australia govern the licensing, functions and powers of building surveyors. Building surveyors must carry out their work in accordance with these laws. For example, a building surveyor must not issue certification unless the building work complies with relevant Western Australian legislation and the National Construction Code (NCC).</p> <p>Building surveyors, like most professionals, are subject to a range of other laws that govern their conduct and that of their business. These include, but are not limited to, consumer protection, work health and safety, anti-discrimination and privacy laws.</p>	<ul style="list-style-type: none"> Part 1.1 (fourth paragraph) appears contradictory to itself and is effectively covered in clause 1.4 on page 6. Suggest the fourth paragraph be removed to avoid confusion. As the WA building surveying industry is quite small, most building surveyors are acquainted with each other. The practicalities of this need to be considered when expecting building surveyors to report the wrongdoings by their peers.

<p>Building surveyors will meet their obligation by being aware of the Federal and state laws applicable to their work and taking proactive steps to ensure they comply with these.</p> <p>A building surveyor is not required to check other practitioners are meeting any legal obligations that are outside their statutory functions, but may be required to report activities they become aware of (see obligation 1.4).</p>	
<p>1.2 A registered building surveyor must act in the public interest when providing advice or making decisions relating to their statutory functions.</p> <p>Building laws and the NCC have a number of objectives such as health and safety, amenity, accessibility, cost effectiveness, efficiency of the industry and sustainability in the design, construction, performance and liveability of buildings. Building surveyors must balance and apply these objectives when performing statutory functions. Building surveyors are required to give greater weight to objectives considered to be of higher concern to the public, those being</p>	<ul style="list-style-type: none"> • Further clarification and explanations are required as to how building surveyors are to be accountable for balancing cost effectiveness vs compliance. • It is arguable that not all building surveyors act in the public interest when providing advice. Some may consider providing cost savings to their clients is more important. This type of action may ensure they receive ongoing work. • There are concerns regarding this section particularly in relation to rural and country areas as it can be very difficult to remain independent when the building surveyor is the only one building surveyor in a regional area. • Even though a building surveyor is expected to put public interest before their responsibility to clients and employers, for building surveyors in Local Government, it is quite common for external pressure to be exerted on building surveyors to issue a permit, or to try and find a way to accept a building design that is not deemed to satisfy without a performance solution. Additional commentary in the finalised Code of Conduct would be of use.

<p>health, safety and amenity of buildings. A building surveyor undertaking a statutory function must put the public interest before their responsibility to clients and employers.</p> <p>For example, project documentation may appear to be sufficient to demonstrate a design complies, but a building surveyor is concerned an assumption made in structural design may have an unintended impact on another part of the building. In this situation the building surveyor should take steps to investigate the potential issue and ensure that it is resolved rather than defer to the client's interest in getting earlier authorisation for construction.</p>	
<p>Definition</p> <p>Reasonable steps mean an action or series of actions an objective person would consider sensible and fair to address an issue or achieve a desired outcome in the circumstances. This includes decisions, omissions and inaction.</p>	<ul style="list-style-type: none"> As there is an assumed test being applied here by what an objective person or reasonable person may do/think, it may be a useful to add a definition of what an objective or reasonable person is.

6. MATTERS FOR NOTING / INFORMATION

6.1 Local Government Support for Single Use Plastic Bans (01-006-02-0003)

By Rebecca Brown, Manager, Waste and Recycling

RECOMMENDATION

That WALGA note the introduction of the Single Use Plastics Bans.

Executive Summary

- The State Government have committed to banning a number of single-use plastic items by the end of 2021, including plates, bowls, cutlery, stirrers, straws, cups and lids, thick plastic bags, polystyrene food containers and helium balloon releases. Then from 2022, a range of other single use plastic items.
- Local Government has an opportunity to support the implementation of the bans, which will assist in reducing litter and encourage the transition to reusable or compostable alternatives which will reduce contamination in the kerbside recycling and Food Organic and Garden Organic (FOGO) bins.
- Local Government has previously been supportive of state-wide regulation for these products as the approach is more consistent and streamlined than each Local Government regulating.

Background

In 2018, after significant advocacy from Local Government and WALGA, the State Government introduced a ban on light weight single use plastic bags. The State Government, through the Department of Water and Environmental Regulation (DWER), is now progressing [bans](#) for a range of other single use plastic items. With the proposed schedule for the bans as follows:

End of 2021 – Regulations in place, enforcement to commence mid 2022	End 2022 - Regulations in place
<ul style="list-style-type: none"> • plates • bowls and lids • cutlery • stirrers • straws • cups and lids • thick plastic bags • polystyrene takeaway food containers • helium balloon releases 	<ul style="list-style-type: none"> • barrier/produce bags • microbeads • polystyrene packaging • polystyrene cups • coffee cups and lids • cotton buds with plastic shafts • oxo-degradable plastics (plastics designed to break up more rapidly into fragments under certain conditions).

WALGA represents Local Government on the DWER Single Use Plastics Working Group.

Comment

The Municipal Waste Advisory Council (MWAC) considered the single-use plastic ban at the August meeting and resolved to write to the Environment Minister in support of the single use plastic bans. MWAC would also like to encourage Local Government to show support for the bans by writing to the Environment Minister and identifying the various benefits of the bans from the community and service provision perspective.

MWAC was supportive of the bans because:

- Environmental benefit: many of the products which will be covered by the bans are currently being littered and contribute to plastic pollution in rivers and oceans. By eliminating the product, and ensuring it is replaced with a more environmentally acceptable material, the bans will reduce littering and improve overall environmental outcomes.

- Recycling benefit: biodegradable and compostable plastics are plant-based products which are difficult to distinguish from petroleum-based products. Compostable and biodegradable plastics are considered a contaminant in the recycling stream. When the ban is in place, many of these plastic types will be eliminated. This will assist in improving the quality of recyclable materials collected.
- Food Organic and Garden Organic (FOGO) benefit: Currently, compostable plastic packaging is not accepted through the FOGO collections provided by Local Governments because there is a large range of plastic packaging in the market, and it is not possible to differentiate between compostable and non-compostable plastics. When the bans are in place, the only options on the market will be compostable, which presents an opportunity to potentially allow these products into the FOGO system.

The approach that DWER has taken is to recommend that no single-use plastics are used (including compostable plastic), where there is a workable alternative. There are some instances where there is not currently an alternative product, so compostable plastic is allowed in some instances. Terminology is frequently confusing for the community, as the terms degradable, biodegradable and compostable are often used interchangeably. Some general definitions:

- Degradable – describes petroleum-based plastics that break down into smaller fragments of plastic.
- Biodegradable – frequently used to describe petroleum-based and petroleum/plant-based plastics which contain additives that enable the plastic to be broken down into smaller fragments by bacteria or other living organisms.
- Compostable – when used appropriately, describes plant-based plastics that can be readily broken down through home or industrial composting systems.

The bans are targeted at retailers so Local Governments will still be able to provide products such as dog waste bags for their communities to use in public areas and caddy liners for FOGO systems.

6.2 Report Municipal Waste Advisory Council (MWAC) (01-006-03-0008 RNB)

By Rebecca Brown, Manager, Waste & Recycling

RECOMMENDATION

That WALGA note the resolutions of the Municipal Waste Advisory Council at its 25 August and 13 October 2021 meetings.

Executive Summary

- This item summarises the outcomes of the MWAC meetings held on 25 August and 13 October 2021.

Background

The Municipal Waste Advisory Council is seeking State Council noting of the resolutions from the **25 August and 13 October 2021** meetings, consistent with the delegated authority granted to the Municipal Waste Advisory Council to deal with waste management issues.

Copies of Agendas and Minutes are available from WALGA staff, on request.

Comment

The key issues considered at the meetings held on **25 August and 13 October 2021** included:

Submission on Department of Water and Environmental Regulation Guideline Assessment of environmental noise emissions

In June 2016, WALGA made a Submission on the Department's Draft Guideline on Environmental Noise for prescribed premises. In that Submission issues identified included:

- The use of separation distances as a trigger for a full-scale noise assessment
- Noise from construction activities was not addressed
- Existing and prospective facilities will be subject to significant and costly requirements to assess noise.

On 16 June 2021, the Department released its Draft Guideline: Assessment of environmental noise emissions for public consultation for a 12-week period. The Draft Guideline is a more extensive version of the previously released Guideline.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the Draft Submission on the Department of Water and Environmental Regulation Guideline Assessment of environmental noise emissions.

Moved: Mayor Howlett Seconded: Mayor Butterfield

CARRIED

Submission on Dust Emissions

DWER has released a Draft Guideline: Dust emissions for consultation. The Draft Guideline relates to fugitive dust emissions only (point source emissions are covered in separate document). The Draft Guideline is more comprehensive form of an existing Guideline and will apply to new and existing licenced premises.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the Draft Submission on Department of Water and Environmental Regulation (DWER) Draft Guideline: Dust Emissions.

Moved: Cr Price Seconded: Cr Stroud

CARRIED

Submission on Productivity Commission inquiry into the Right to Repair

In December 2020, WALGA undertook an online survey of Local Government seeking feedback on the potential for Right to Repair legislation that could extend the life of products and reduce waste going to landfill. The February Submission was informed by the survey and input from MWAC. In June 2021 the Productivity Commission released a Draft Report seeking additional input for the final report which will be submitted to the Australian Government by 29 October 2021. The Draft MWAC Submission builds on the February Submission and identifies the benefits that right to repair requirements could have for Local Government and the community.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the Draft Submission on Right to Repair.

Moved: Mayor Howlett Seconded: Mayor Butterfield

CARRIED

Local Government Support for Plastics Bans

The State Government have committed to banning a number of single-use plastic items. Local Government has been consistently supportive of this approach as state-wide regulation is a more consistent and streamlined way to regulate these products. Consultation has occurred regarding the bans, with some concerns raised by the packaging industry about the timeline and approach. Local Government has an opportunity to support the implementation of the bans, which will assist in reducing the use of single-use plastic items, transitioning to reusable or compostable alternatives and reduce potential contamination issues for recycling and FOGO systems.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council:

- 1. Write to the Environment Minister supporting the Single-use Plastics Ban**
- 2. Encourage Local Governments to write to the Environment Minister supporting the Ban**
- 3. MWAC request State Council to place this item on the agenda for the next round of Zone Meetings.**

Moved: Mayor Howlett Seconded: Mayor Butterfield

CARRIED

Submission on Waste Tyres Rules

The Export Bans of glass, plastic, tyres and paper/cardboard are being progressively implemented, with the tyre export ban scheduled for 1 December 2021. The Rules are the regulations which will govern the ban. The ban is for baled and whole tyres but allows shredded tyres and some types of tyres for re-treading. In the draft Submission, two main concerns are raised regarding tyres:

- If shredded tyres are still exported to the same destination and for the same use as baled whole tyres, this does not represent a more positive environmental outcome or a value-added product
- Shredded tyres represent an increased fire risk, compared to whole tyres.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the Draft Submission on Waste Tyres Rules Discussion Paper.

Moved: Cr Price Seconded: Cr Stroud

CARRIED

Product Stewardship Principles

WALGA, working with other State and Territory Local Government Associations, has developed Principle for Product Stewardship. The intent of this document is to assist in generating national consistency, between Local Government Associations, regarding what product stewardship needs to include which will amplify advocacy on this issue.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the draft Product Stewardship Principles.

Moved: Cr Price Seconded: Cr Stroud

CARRIED

Submission on Container Deposit Scheme Minimum Network Standards

DWER has released an Issues Paper on the Minimum Network Standards for the Container Deposit Scheme. The DWER Paper outlines considerations relating to access to refund points over the first year of Scheme operation including:

- How the Standards apply to public holidays and emergency event
- How the definition of flexible refund points has been interpreted
- The requirement for a full-time fund point in every region.

MUNICIPAL WASTE ADVISORY COUNCIL MOTION

That the Municipal Waste Advisory Council endorse the draft Submission on CDS Minimum Network Standards.

Moved: Cr Price Seconded: Cr Stroud

CARRIED

6.3 WALGA submission on the National Climate Resilience and Adaptation Strategy

By Garry Middle, Acting Environment Policy Manager

RECOMMENDATION

That WALGA's submission to the Commonwealth Government National Climate Resilience and Adaptation Strategy (NCRAS) be noted.

Executive Summary

- The Commonwealth Government is seeking to update the National Climate Resilience and Adaptation Strategy, accepting public consultation for a short period of only 4 weeks.
- WALGA prepared a draft submission on behalf of the sector, aligned with WALGA's existing [Climate Change Policy Statement](#) and other previous submissions endorsed by State Council.
- The submission argues that the implementation of the overarching strategic framework for climate adaptation requires strong leadership and adequate resourcing from the Commonwealth Government.
- The draft submission was considered by the Environment Policy Team out of session and was signed by WALGA State Council President, Mayor Tracey Roberts.
- State Council is to note the final WALGA submission as submitted to the Commonwealth Government as the consolidated position of the sector on the proposed NCRAS update.

Attachment

- [WALGA's submission on the Commonwealth Government National Climate Resilience and Adaptation Strategy](#)

Background

The Commonwealth Government is developing a new National Climate Resilience and Adaptation Strategy (NCRAS) in 2021. The Commonwealth intends that [the new strategy](#) will provide a roadmap towards a climate resilient Australia and will showcase Australia's adaptation and resilience efforts and strengthening national coordination to manage physical climate impacts.

Due to the very tight consultation periods, WALGA has prepared a submission, on behalf of the sector, aligned with WALGA's existing [Climate Change Policy Statement](#) and other previous submissions endorsed by State Council.

To facilitate sector engagement within the extremely tight consultation timeframe, WALGA alerted the sector to the consultation period via WALGA Climate Change Officer network. WALGA acknowledged that the submission would be aligned with WALGA'S existing policy position.

The draft submission was considered by the Environment Policy Team for endorsement on Tuesday, 7 September as the submission date was prior to the next State Council meeting. The final submission was signed by WALGA President, Mayor Tracey Roberts on Friday, 10 September before submitting to the Commonwealth Government.

Comment

WALGA's submission argues that climate change adaptation cannot be separated from mitigation and the need for the Commonwealth to commit to a more ambitious emissions reduction target under the Paris Agreement, as detailed within the WALGA Climate Change Policy Statement. The nature and extent of the adaptation task is intrinsically linked to the extent of climate change, which is in turn dependent on reducing emissions.

Further, the extensive role expected of Local Government in shouldering the immediate impacts of climate change proposed by NCRAS, such as addressing coastal erosion and inundation, is not backed by adequate support or funding from the Commonwealth Government.

The submission also argues that the implementation of the overarching strategic framework for climate adaptation requires strong leadership from the Commonwealth Government.

WALGA will continue to advocate for stronger leadership, adequate resourcing and funding and a shift away from the emergency response approach currently taken in climate adaptation planning on behalf of its members.

6.4 Closing the Gap Update

By Alina Hobson, Policy Officer, Resilient Communities

RECOMMENDATION

That the recent updates on Closing the Gap are noted.

Executive Summary

- The [National Agreement on Closing the Gap](#) (the National Agreement) came into effect on 27 July 2020. The objective of the National Agreement is to enable Aboriginal and Torres Strait Islander people and governments to work together to overcome the inequality faced by Aboriginal and Torres Strait Islander people so that their life outcomes are equal to all Australians. The National Agreement requires all government parties to develop Implementation Plans that set out how they will meet their commitments.
- In September 2021, the State Government released its [Implementation Plan](#), which sets out their approach to meeting the Closing the Gap outcomes included in the National Agreement.
- The [Partners in Government Agreement](#) signed in September 2021 between the State Government, WALGA and LG Professionals includes Closing the Gap as a focus area.
- The Australian Local Government Association (ALGA) is a co-signatory to the Agreement on behalf of the Local Government sector and released its [Closing the Gap Implementation Plan](#) on 9 September 2021.
- Being the level of Government closest to the community Local Governments play a key role in delivering outcomes that address Closing the Gap priority areas, with many already delivering initiatives through Reconciliation Action Plans.

Background

The refreshed National Agreement came into effect on 27 July 2020. The objective of the National Agreement is to enable Aboriginal and Torres Strait Islander and governments to work together to overcome the inequality faced by Aboriginal and Torres Strait Islander people so that their life outcomes are equal to all Australians. The National Agreement was developed in partnership between Australian Governments and the Coalition of Aboriginal and Torres Strait Islander Peak Organisations.

The National Agreement contains four key priority reform areas:

1. **Formal partnerships and shared decision making** - building and strengthening structures to empower Aboriginal and Torres Strait Islander people to share decision-making with governments.
2. **Building the community-controlled sector** - building formal Aboriginal and Torres Strait Islander community-controlled sectors to deliver services to support Closing the Gap.
3. **Transforming government organisations** - systemic and structural transformation of mainstream government organisations to improve accountability and better respond to the needs of Aboriginal and Torres Strait Islander people.
4. **Shared access to data and information at a regional level** - enable shared access to location specific data and information to support Aboriginal and Torres Strait Islander communities and organisations to achieve the first three Priority Reforms.

All Government parties are required to develop an implementation plan outlining how they will meet their commitments under the National Agreement.

The State Government released its Implementation Plan (the Plan) in September 2021. The Plan focusses on a phased approach to whole of Government reform. The Plan details actions that the State Government is currently undertaking or planning to undertake in the near future. The Plan is in two parts:

- Part A: an overview of system-level actions the WA Government intends to progress.
- Part B: information on specific activities, programs and services relevant to each priority reform areas.

The [Partners in Government Agreement](#) signed in September 2021 between the State Government, WALGA and LG Professionals includes Closing the Gap as a focus area.

ALGA is a co-signatory to the National Agreement on behalf of the Local Government sector. ALGA's Implementation Plan is designed to:

- Ensure that Local Government understands the National Agreement and its commitments thereunder, and encourage its adoption by Local Governments.
- Assist State and Territory Governments to work with Local Governments in the implementation of the National Agreement.
- Support strengthened shared decision-making at the local level, supporting Local Governments to be part of partnerships with the Commonwealth, State, and Territory Governments and local Aboriginal and Torres Strait Islander Communities.

Comment

As the level of Government closest to the community, Local Government play an important role in supporting the development and implementation of policies and programs in partnership with local Aboriginal communities that address the priority reform areas within the National Agreement.

Through the implementation of Reconciliation Action Plans many Local Governments are already undertaking actions that align with the Closing the Gap outcomes, for example through:

- Delivery of Aboriginal focused Mentorship/Traineeship Programs.
- Facilitation of Aboriginal Advisory Groups.
- Celebrating key events such as NAIDOC Week and Reconciliation Week.

WALGA works to support Local Governments to build strong, positive relationships with local Aboriginal communities through a number of avenues including:

- Delivery of Aboriginal engagement and reconciliation forums and events for Local Government, such as the recent Aboriginal Engagement and Reconciliation Forum held on 22 September 2021 at Crown Perth which was attended by more than 200 registrants.
- Supporting the WA Local Government Aboriginal Engagement Network which brings together Aboriginal and non-Aboriginal officers at quarterly meetings to share peer to peer advice and learnings, offer support and encouragement and explore opportunities for partnership and collaboration between Local Governments.
- Regular engagement with key stakeholders including the South West Aboriginal Land and Sea Council, Department of the Premier and Cabinet, Department of Planning, Lands and Heritage, Reconciliation WA and Danjoo Koorliny Aboriginal Elders to ensure that Local Government is abreast of emerging legislative and policy matters including Closing the Gap, South West Native Title Settlement and other native title settlements, and the new Aboriginal Cultural heritage legislation.

WALGA will continue to work with the State Government through the Partners in Government Agreement on the implementation of the National Agreement, and ALGA, to support Local Governments actions in response to the key outcome that Aboriginal and Torres Strait Islander peoples and governments work together to overcome the inequality faced by Aboriginal and Torres Strait Islander people so that their life outcomes are equal to all Australians.

6.5 Submission to the Senate Inquiry into Provision of General Practitioner and related primary health services to outer metropolitan, rural, and regional Australians (03-030-03-0001 VB)

By Vikki Barlow, Senior Policy Advisor, Resilient Communities

RECOMMENDATION

That the WALGA submission to the Senate Inquiry into Provision of General Practitioner and related primary health services to outer metropolitan, rural, and regional Australians, be noted.

Executive Summary

- The Standing Committee on Community Affairs of the Commonwealth Parliament commenced an inquiry into the above matter on 4 August 2021 with submissions due by 30 September 2021.
- 18 Local Governments provided input into WALGA's submission.
- Regional and rural Local Governments have consistently identified shortages in the provision of GP and related health services as a serious long-standing issue in their communities.
- Local Governments, as the 'provider of last resort', are compelled to enter costly medical services contracts to support housing, medical center operations and other benefits to attract and retain GPs and related health professionals to regional areas.
- Submissions are due by 30 September 2021 and will be published on the [Committee's website](#) on 8 October 2021.

Attachment

- [WALGA Senate Inquiry Rural and Regional Health Services Submission](#)

Policy Implications

The Submission aligns with WALGA Policy Position 3.2.2 – Regional Health Services:

The Association supports continuing to work with affected Local Governments and key stakeholders to identify and develop collaborative strategies. The Association supports continuing to advocate to the State Government to prioritise regional health and the regional health workforce. The Association supports developing a policy connection with the Australian Local Government Association as a pathway for advocating for stronger specialised regional health workforces.

September 2018 – 105.5/2018

Background

The Standing Committee on Community Affairs commenced an inquiry into the above matter on 4 August 2021, with submissions due by 30 September 2021.

The Terms of Reference sought feedback on:

1. the current state of outer metropolitan, rural, and regional GPs and related services.
2. current state and former Government reforms to outer metropolitan, rural and regional GP services and their impact on GPs, including policies such as: the stronger Rural Health Strategy,
 - a. Distribution Priority Area and the Modified Monash Model (MMM) geographical classification system,
 - b. GP training reforms, and
 - c. Medicare rebate freeze.
3. the impact of the COVID-19 pandemic on doctor shortages in outer metropolitan, rural, and regional Australia; and
4. any other related matters impacting outer metropolitan, rural, and regional access to quality health services.

Comment

Chronic shortages of adequate medical and related workforce in rural and regional areas of Western Australia is a significant, long standing issue which continues to impact on the health outcomes and viability of local communities.

In 2018 WALGA conducted the *Regional Health Services in Western Australia Survey of Local Governments*. 161 responses were received from 91 WA Local Governments, representing 66% of members. The survey results highlighted issues with:

1. **Workforce** challenges in recruiting and retaining doctors, nurses and allied health staff (health professionals).
2. **Distance** to travel to see a health professional.
3. **Access** to health professionals (Hours of operation or number of staff providing service).
4. **Aged care** services for people to stay within their region as they age are limited.

17 Regional and 1 Metropolitan Local Governments provided input to WALGA's Submission, and 1 Local Government made a submission directly to the Committee. The feedback received was consistent with the themes identified in the 2018 survey. The Submission highlights the challenges Local Governments face as the 'provider of last resort', with the high cost of subsidising health service provision and ongoing workforce challenges in recruitment and retention of health professionals. Many rural and regional Local Governments have found it necessary to enter contracts for medical services and/or general practice support services. There is a strong view expressed by the sector that this should not be the responsibility of Local Government and that Local Governments should not be required to provide incentives such as housing and medical centre facilities, especially as there is no opportunity to recoup these expenses.

Regional and rural Local Governments are also concerned about the quality and accessibility of essential health care for their communities and call upon the Commonwealth and State Governments to urgently improve coordination in the planning and provision of GPs and related primary health services in regional and rural areas.

Local Government Respondents via WALGA Submission

Trayning	Three Springs
Lake Grace	Greater Geraldton
Murray (and submitted to the Committee)	Kondinin
Pingelly	Manjimup
Chittering	Morawa
Gingin	Armadale
Nannup	Corrigin (and submitted to Committee)
Karratha (and submitted to the Committee)	Irwin
Dumbleyung	Yalgoo

6.6 Wooroloo Independent Review Letter of Support (05-024-03-0011 SM)

By Cassandra Mora, Policy Officer, Emergency Management

RECOMMENDATION

That the Letter of Support to the Wooroloo Bushfire Independent Inquiry be noted.

Executive Summary

- The Australasian Fire and Emergency Services Authorities Council (AFAC) commenced an Independent Review (Independent Review) into the Wooroloo Bushfire on Friday, 20 August with submissions open to the public and closing Friday, 8 October 2021.
- WALGA obtained an extension of the submission deadline to Friday, 15 October 2021 to enable the City of Swan and Shire of Mundaring to explore opportunities for a joint submission and enable the endorsement of their submission/s at their respective Ordinary Council meetings.
- WALGA provided a letter of support to the Independent Review highlighting key issues identified in WALGA Policy Positions and in submissions to recent emergency reviews and inquiries.

Attachment

- [2021 Wooroloo Independent Review Submission letter](#)
- [City of Swan submission](#)
- [Shire of Mundaring submission](#)

Background

The Wooroloo Bushfire started on Monday, 1 February 2021, during a COVID-19 lockdown, and devastated over 10,000 hectares of land and destroying 86 homes.

The Terms of Reference for the Independent Review are as follows:

1. Evaluate the first stage of the review of the Wooroloo Bushfire and undertake independent analysis across the range of focus areas examined, including response to the Wooroloo Bushfire, fuel management and processes for access into the fire affected areas.
2. Examine the effectiveness of the use of heavy earthmoving equipment in the fire suppression effort including the systems, processes and capability that supports this.
3. Examine the effectiveness of interagency coordination during the response and initial recovery phases of the incident.
4. Consider the effectiveness of the impact assessment processes employed in informing early and timely recovery efforts and consider the effectiveness of the recovery function post response phase.
5. Consider the extent, geographic range, method, effectiveness and duration of public warnings.
6. Examine the effectiveness of the 'Animal Welfare in Emergencies' program as implemented by the Department of Primary Industries and Regional Development.
7. Consider the meteorological aspects of the fire as examined by the Bureau of Meteorology.
8. Provide a means for members of the public and other interested parties to make submissions to the Review and give these due regard in compiling its report.
9. Consider any other matter that the Review Team identifies in its course of activities.

Given the short time frame provided and significant role of Local Governments in supporting their local communities during bushfire response and recovery, WALGA sought an extension of the submission deadline to Friday, 15 October, which enabled the City of Swan and Shire of Mundaring to have their submissions endorsed at their respective Ordinary Council meetings.

Comment

WALGA's letter of support highlights key issues identified in relevant WALGA Policy Positions and in submissions to recent emergency management reviews and inquiries that are of relevance to the Wooroloo Bushfire.

Under the *Emergency Management Act 2005*, Local Governments are responsible for managing recovery following an emergency. Local Governments also have significant roles across preparedness, prevention and response, including supporting community disaster resilience.

Common practice following an emergency is for the hazard management agency to undertake an evaluative review of the activities relating to the emergency response. In incidents where a significant loss (human, environment or economic) occurs, a review or inquiry may ensue to examine response activities and provide recommendations to improve the capacity and capability of key agencies. Given Local Governments unique position as the level of government closest to the community and its roles and responsibilities across the emergency management spectrum, Local Government input into such reviews and inquiries is essential for the improvement of emergency management arrangements in WA.

Key recommendations included in the letter are:

- calling for a response from the State Government to the Royal Commission into National Natural Disaster Arrangements;
- the development of an assurance framework to monitor the implementation and effectiveness of recommendations arising from all public inquiries and reviews;
- more effective agency interoperability during the response and recovery phases of emergencies;
- addressing the administrative burden and lack of timeliness of funding accessible to Local Governments through the Disaster Recovery Funding Arrangements Western Australia (DRFA-WA);
- increasing funding to support the replacement or restoration of damaged assets to a more resilient standard following an emergency; and
- the commitment to specific funding programs by the Commonwealth and State Governments to enable Local Governments to undertake essential physical mitigation programs to further reduce the exposure of communities to the impacts of natural disasters and to ensure the protection of essential community infrastructure.

6.7 State Budget Outcomes (05-088-03-0001 DT)

By Daniel Thomson, Economist

RECOMMENDATION

That the update on the 2021 State Budget be noted.

Executive Summary

- The 2021-22 State Budget, handed down on 9 September 2021, contained little direct funding for Local Governments, with most of the spending focussed on the delivery of election commitments and big-ticket programs.
- A larger than expected surplus of \$5.6 billion in 2020-21 - mainly due to record high iron ore prices and forecast surpluses over the forward estimates - has provided the capacity for the Government to embark on major new spending programs, focussed on health and mental health, COVID-19 response and social housing.
- While these are important priorities, only one of the nine initiatives identified in WALGA's "Immediate Priorities for the State Government" received (partial) funding. Advocacy efforts will continue throughout this term of Government.
- The Budget also demonstrated Western Australia's strong economic recovery from the impact of the COVID-19 pandemic.
- Treasury estimates Gross State Product (GSP) grew 3.25% in 2020-21 and is forecasting further growth of 3.5% in 2021-22, in contrast with a national recession in 2020 and the global economic slowdown.
- After losing more than 100,000 jobs at the start of the pandemic, the WA economy recovered to regain these jobs and more as the unemployment rate fell from 6.1% pre-COVID to 4.9% in the June quarter. With job vacancies at levels comparable to that experienced during the mining boom, employment growth is expected to see another 34,000 jobs created in 2021-22. This tightening in the labour market along with subdued population growth is leading to skills shortages in some sectors.
- Further detail about the State Budget can be found in the Budget summary documents and WALGA Economic Briefing.

Attachments

- [WALGA State Budget Review](#)
- [WALGA State Budget Submission](#)
- [October 2021 Economic Briefing](#)

Background

The Premier has framed the Government's fifth budget – the first of its second term – as a budget that sets Western Australia up for the future, built on the back of its success in keeping Western Australians safe and the WA economy strong during the COVID-19 pandemic.

A larger than expected surplus of \$5.6 billion in 2020-21 – mainly due to record high iron ore prices and forecast surpluses over the forward estimates – has provided the capacity for the Government to embark on major new spending programs. The headline new announcements in the Budget were:

- \$1.9 billion in new funding to help address the unprecedented demand on WA's health and mental health system;
- \$1.8 billion for the construction of a new Women and Babies hospital;
- \$1 billion for additional support to respond to COVID-19 (taking the State's total investment in COVID-19 response and recovery to \$9 billion);
- A new \$750 million social housing investment fund;
- Establishment of a \$750 million Climate Action Fund; and
- \$400 million for the new Westport Project.

The Budget also includes a record \$30.7 billion asset investment program, with \$9.1 billion of this allocated to projects in regional areas.

Reflecting the limited capacity in the civil and building construction industries, \$2.6 billion in project spending from 2020-21 and 2021-22 has been deferred into later years. This may ease some pressures in the industry and enable Local Governments to deliver projects, particularly time-bound Commonwealth funded projects.

Comment

While the Government is to be commended for focussing spending to areas of need, WALGA considers that the State's strong financial position offered an opportunity to go further in areas that address important community priorities, deliver positive outcomes in terms of creating new jobs, make WA's environment more liveable, transform our infrastructure, and support local communities.

Ahead of the State Budget, WALGA developed a policy document "Immediate Priorities for the State Government" to advocate for funding key initiatives in this term of Government that will strengthen the economic recovery from COVID-19, address key environmental challenges and support local communities.

These priorities included:

- Expand the Coast WA Program
- Create an Urban Greening grant program
- Extend the State Underground Power Program
- Support the construction of FOGO Processing Infrastructure
- Extend the Small Business Friendly Approvals program
- Support the transition to the State Industrial Relations System
- Address the shortage of Government Regional Officer Housing (GROH)
- Homelessness Outreach Services
- Regional telecommunications infrastructure

Of the nine "Immediate Priorities for the State Government", the Budget only contained modest funding for the management of coastal erosion hot spots. These are initiatives that WALGA will continue to pursue with Government during this term.

6.8 Foundations for a Stronger Tomorrow – Submission to the Draft State Infrastructure Strategy (05-001-03-0018 ID)

By Ian Duncan, Executive Manager, Infrastructure

RECOMMENDATION

That the WALGA submission to Infrastructure WA in response to the draft State Infrastructure Strategy, Foundations for a Stronger Tomorrow, be noted.

Executive Summary

- Infrastructure WA was established in 2019 and following extensive stakeholder engagement, research and analysis has released a draft 20 year State Infrastructure Strategy titled [Foundations for a Stronger Tomorrow](#) for consultation.
- The draft Strategy makes 88 recommendations across:
 1. seven themes: Digital connectivity and technology; Aboriginal cultural heritage, wellbeing and enterprise; Climate change and sustainability; Regional development; Planning and coordination; Infrastructure delivery; Asset management; and
 2. nine sectors: Energy; Water; Waste; Transport; Social and Affordable Housing; Health; Education; Arts, culture, sport and recreation; Justice and public safety.

The WALGA submission supports the strategic approach to infrastructure planning and management proposed by Infrastructure WA and the vast majority of the recommendations. However, the draft strategy makes little reference to the significant role that Local Governments play in the planning and delivery of infrastructure. The submission highlights that without explicit consideration of these functions, it is difficult to take a state-wide approach to infrastructure development. It is also not clear from the Draft Strategy how it will align and connect with existing Local Government Strategic Community and infrastructure plans.

Across the identified themes and sectors the submission seeks to highlight:

- the importance and value of maintaining local decision-making;
- constraints on Local Government's capacity to raise own sourced revenue and the need to avoid transferring unfunded responsibilities onto the sector; and
- the need to continue genuine consultation with Local Governments in finalising, implementing and ultimately reviewing the strategy.

The submission is based on the structure of the draft State Infrastructure Strategy. No comment is provided for recommendations that are not relevant to the Local Government sector or where the draft recommendation is supported without further clarification.

Key recommendations of concern that the submission opposes, seeks significant amendment or draws attention to are:

Regional Development

- Highlights that resourcing will be a critical consideration for developing any new regional service delivery model. To the extent that Local Governments are expected to play a greater role in facilitating and supporting place-based integrated service models, adequate funding must be provided to the sector to deliver on any additional responsibilities.

Planning and coordination

- Opposes extension of changes to Part 17 of the Planning and Development Act 2005 that give effect to the State Development Assessment unit beyond the current end date.
- Identifies practical examples of the failure of current arrangements to facilitate infill development where this is actively sought by Local Governments, to ensure proposed changes resolve the existing constraints.

- Extend the recommendation to identify and secure strategic sites through a recurrent fund for regional land acquisition to include support for delivery of infrastructure projects by Local Governments.

Water

- Seeks that the need for water to sustain public spaces is recognised

Waste

- Opposes state-wide application of the Waste Levy.
- Calls for all the funds generated from the Levy to assist in the implementation of the State Waste Strategy.
- Seeks waste to energy infrastructure and strategic location of waste facilities be identified.

Transport

- Opposes the proposal to amend the existing hypothecation of motor vehicle licence fee revenue, specifically to use this funding for public transport operational expenditure. Motor vehicle licence fee revenue is currently hypothecated to Main Roads WA under legislation and a portion of this provided under agreement for the maintenance, renewal and upgrade of roads under the control of Local Governments.
- Seeks regional aviation infrastructure be considered amongst strategic transport planning needs.

Health

- Funding for and clarity of the key role for Local Governments envisaged in the Sustainable Health Review is required. This is critically important in regional WA where there is a lack of GP and allied health services.

Attachments

- [Submission: Foundations for a Stronger Tomorrow](#)

Policy Implications

This submission draws on and consolidates policy positions previously endorsed by State Council.

Background

WALGA has advocated for and supported development of a long term State Infrastructure Strategy since at least April 2006. At the time, the Association provided a submission to the State Government development of a State Infrastructure Strategy focused on the key issues of planning, development, renewal, preservation and funding of the infrastructure that is vital to the economic and social development of the people of Western Australia. The Association provided comment on the Green Paper considering a State Infrastructure Strategy towards the end of 2006.

Infrastructure Australia was established in 2008 and State based infrastructure advisory bodies were established or revitalised in the following years.

In 2015 the WALGA State Council again endorsed a recommendation to advocate to the State Government to develop a long term State Infrastructure Strategy. Local Governments sought engagement with the State and Federal Government in transparent processes leading to efficient long term infrastructure planning.

The *Infrastructure WA Act (2019)* came into effect in July 2019, establishing Infrastructure WA for the principal purpose of providing advice and assistance to the Government on matters relating to infrastructure. Through a consultative process Infrastructure WA staff under the direction of the Board have developed a draft State Infrastructure Strategy titled Foundations for a Stronger Tomorrow.

Once finalised, the State Infrastructure Strategy will be submitted to the Premier later in 2021. The *Infrastructure WA Act (2019)* sets out the timetable for the Premier to respond and table the strategy and government response in Parliament.

All Local Governments have been invited to contribute to the development of the draft strategy through consultation forums, surveys and direct input. WALGA has participated in the External Stakeholder Reference Group and other topic specific workshops.

The draft State Infrastructure Strategy was released for consultation on 21 July 2021. The Association prepared an analysis and framework to facilitate engagement with and feedback from Local Government officers. This was published on 6 August with Local Governments and Regional Councils providing feedback over the following three weeks.

Input was received from 7 metropolitan and 4 non-metropolitan Local Governments.

- Augusta – Margaret River
- Belmont
- Canning
- Chapman Valley
- Dundas
- Esperance
- Gosnells
- Kalamunda
- Kwinana
- Rockingham
- Serpentine-Jarrahdale
- Vincent

Advice was also provided by East Metropolitan Regional Council.

The limited time frame made meant that some were unable to respond during the time period, particularly those for who the Infrastructure WA workshops were scheduled after the WALGA State Council meeting date.

Eighty four percent of the responses were provided by Band 1 or Band 2 Councils.

Due to the timing of the consultation period, the draft submission was considered and endorsed by WALGA State Council as an item under separate cover on 3 September 2021.

Comment

High quality infrastructure underpins our economic prosperity and many aspects of the lifestyle enjoyed by West Australians. This public infrastructure is provided by State and Local Governments. The establishment of Infrastructure WA in 2019 has opened the opportunity for a whole of State Government approach to the development of infrastructure proposals. However, it should also open the opportunity for stronger and structured engagement between State and Local Government to align the needs and opportunities at a regional and local level. Consequently Local Government should continue to contribute to the development of sound State infrastructure planning and delivery processes.

The draft State Infrastructure Strategy focusses on State Government managed infrastructure and State Government Department and agency responsibilities and processes. The Local Government sector could choose to not participate in the consultative processes, including this opportunity, offered by Infrastructure WA. However, Local Government typically relies on funding from State and Federal sources to contribute to infrastructure development and renewal. More importantly, regional and local economic development is closely linked to the provision of essential infrastructure-based services. For these reasons the Local Government sector through WALGA and directly should actively participate in the development of infrastructure strategies and plans.

Foundations for a Stronger Tomorrow identifies few capital investment projects. The specific projects noted are high profile and are most already on a development path. It is acknowledged that some Local Governments may be disappointed not to see specific projects that are key to unlocking the development potential of their area identified. However, this Infrastructure WA document is a high-level strategy. If adopted and successfully implemented, it will guide the processes to ensure greater value from future infrastructure investments.

The attached submission draws on advocacy positions previously adopted by WALGA State Council. The cross-cutting themes of Planning and Coordination and Regional Development are likely to have the most far-reaching implications across many aspects of Local Government.

6.9 Regional Telecommunications Review 2021

By Ian Duncan, Executive Manager, Infrastructure

RECOMMENDATION

That the endorsed submission to the Regional Telecommunications Review 2021 Committee be noted.

Executive Summary

- A Regional Telecommunications Independent Review Committee, established under the *Telecommunications (Consumer Protection and Service Standards) Act 1999*, sought submissions from stakeholders to inform a review into telecommunications services in regional, rural and remote parts of Australia.
- A submission was developed based on:
 1. unresolved issues identified in a 2019 consultation with Local Governments regarding risks to emergency management capability that arise due to failure of telecommunications services during emergency conditions;
 2. strategic and specific issues identified by Local Governments; and
 3. matters raised during consultation at WALGA Zone meetings.
- Local Governments identified weaknesses in the telecommunications service:
 1. coverage (BlackSpots);
 2. capacity (to meet growing and seasonal demands);
 3. resilience (specifically during power outages); and
 4. cost (lack of price competitive options).
- These issues were found in peri-urban and some metropolitan areas as well as regional and remote parts of the State.
- The submission to the Regional Telecommunications Independent Review Committee identified 15 recommended solutions that if effectively delivered will provide improved equity in the level of telecommunications services delivered across Australia.
- The draft submission was endorsed by State Council by Flying Minute on 29 October 2021.

Attachment

- [Flying Minute: Regional Telecommunications Review 2021 Submission](#)

Background

In late 2019 WALGA collated examples and case studies highlighting the long-standing issue of telecommunication failures, particularly in regional and peri-urban areas and specifically during emergencies. Matters identified included:

- Blackspots (areas with no mobile phone coverage);
- Battery backup failures (both mobile towers and telephone exchanges);
- Outages (which have led to loss of landlines and mobiles during emergency situations);
- Telstra Notification Systems (that mean the telecommunications carrier is reliant on customers to advise there is no service)

Importantly these issues identified the inextricable link with power supplies in the provision of reliable telecommunications service.

A Regional Telecommunications Independent Review Committee (the Committee) is established every three years under Part 9B of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* to conduct a review into telecommunications services in regional, rural and remote parts of Australia.

The Committee for the 2021 Regional Telecommunications Review was appointed on 1 June 2021 and submissions were open until 30 September 2021.

In developing the submission, the Association sought the views of all Local Governments. Submissions were received from eight Local Governments and one Regional Council. Telecommunications issues were discussed at 16 WALGA Zone meetings during August 2021 with five Zones contributing formal resolutions.

WALGA staff attended and contributed three online consultative sessions conducted by the Committee during August and September. Local Government representatives also took the opportunity to provide input to the Committee's consultation sessions.

The Regional Telecommunications Independent Review Committee is particularly interested to hear views on:

- The reliability of local mobile and broadband services
- The role of telecommunications during COVID-19 and natural disasters
- The effectiveness of Government programs like the Mobile Black Spot Program
- How telecommunications can support regional development
- The potential of emerging communications technologies
- Ways to help regional consumers get connected, stay connected and use their connection

A submission was endorsed by State Council by Flying Minute on 29 October 2021.

Total invited to survey:	24
Total finished survey:	14

Endorse the Recommendation:	12
Endorse the Recommendation subject to comment below:	2
Do not endorse:	0

Additional information was added to the draft submission in response to the comments provided.

Comment

Feedback from members articulated very similar themes across rural, regional and remote WA, and peri-urban Perth.

15 recommended solutions were provided that address the key issues identified by Local Governments:

1. To ensure the requirements and accountabilities of the Universal Service Guarantee (USG) are met, immediate attention to the capability of Telstra's existing copper and wireless networks is required to address the core issues being faced regionally.
2. Investigate mechanisms to increase competition in the delivery of telecommunication to reduce the current monopoly experienced by a large areas of regional Australia.
3. Partnerships including all levels of government and industry to investigate and trial emerging technologies with the potential to deliver cost-effective mobile communications and power reliability ensuring trials are not constrained by the limitation of funds available via government programs.
4. Ensure that the Security Legislation Amendment (Critical Infrastructure) Bill 2020 expanded scope of the Act includes telecommunications critical infrastructure and that any new technologies that enable significant change to the delivery of telecommunications services in regional Australia need to be cognisant of the ongoing and real threat of cybersecurity on the security of infrastructure, personal and commercial data.
5. When developing funding programs ensure that power supply (including improved back up and Stand Alone Power Systems) is a key consideration to any solution sought, and that a

collaborative approach between power and telecommunication providers is essential to any funding application.

6. Guarantee engagement with Local Governments as a pre-requisite for input, particularly in regards to identification of local blackspots and optimum infrastructure locations.
7. Where approved signal boosters or enhanced telecommunication products are recommended by telecommunication carriers as the solution to achieve mobile connectivity, this equipment should be technically evaluated and funded rather than the consumer having to take all of the risks and fund this inequity.
8. A comprehensive community education program is required to ensure it is not assumed that the mobile phone network, land line telephones or nbnco based internet services can be relied on during or in the aftermath of emergencies. This program should offer solutions such as transistor radios that at least allow the community to receive (although not send) information during emergencies.
9. Leverage major regional road upgrades, such as the Tanami Road, to install fibre optic cable as part of integrated earthworks. This will lower the overall costs, increase accessibility and, in the case of the Tanami Road, potentially provide an alternative from the single line currently servicing northern Western Australia.
10. Broaden both the deployment and application of nbnco satellite services to all evacuation centres to ensure access to telecommunication not only during an emergency but to provide backup redundancy when fixed lines connections are experiencing outages.
11. Investigate the technology that facilitates quicker service restoration including locally or regionally located generators and the ability to connect them to telecommunications facilities, Cells on Wheels (COWs) and mobile exchanges on wheels (MEOWs). Analyse the transferability for a broader scale, long term solution.
12. Establishment of an independent telecommunications committee to address black spots and telecommunications issues in peri-urban and metropolitan areas.
13. Call upon the Commonwealth Government to:
 - a. fund the extension of fibre deeper into regional communities based on products similar to the Nbnco Enterprise Ethernet business product, and
 - b. ensure guaranteed prices charged by service providers are equivalent to those in a city CBD.
14. Request the Federal Government to fulfil the commitment of full mobile coverage on the North West Coastal Highway.
15. Request the Federal Government to ensure that the drawdown of data, particularly from autonomous vehicles used by the mining sector, doesn't compromise the quality and reliability of service.

Local Governments have clearly identified that telecommunications infrastructure is fundamental to basic service provision and economic development in all parts of the country. The proposed solutions go some way towards ensuring that choice, equity and sustainability of telecommunications services are provided to rural, regional and remote Western Australia.

6.10 WALGA submission on Guideline: Native Vegetation Referral, Part V Environmental Protection Act 1986 (05 095-03-0001 GM)

By Garry Middle, Acting Manager Environment Policy

RECOMMENDATION

That the endorsed WALGA submission on the draft *Guideline: Native Vegetation Referral* be noted.

Executive Summary

- On 5 July 2021 the Department of Water and Environment Regulation (DWER) released the draft [Guideline: Native Vegetation Referrals \(the Guideline\)](#) for consultation by 30 July. WALGA was granted an extension to 6 August 2021.
- The Guidelines relate to a new clearing referral process introduced as part of the *Environmental Protection Act Amendment Act 2020* passed in November 2020 which removes the requirement for a clearing permit for low impact proposals. Referrals considered low impact are not subject to public consultation and no fees are payable by proponents to DWER for the assessment of referrals.
- The Guideline provides information on this new referral process for approval of low impact native vegetation clearing. This new process could, in some circumstances, assist some Local Governments with more timely delivery of minor infrastructure projects and reduce costs associated with clearing permits.
- WALGA's submission reiterates its support for this referral process for which an exemption does not apply, on the proviso that environmental outcomes are not negatively affected. It also recommends that Guidelines need to provide greater clarity regarding the type of clearing that would be considered low impact to avoid confusion and delays to projects.
- The final submission was endorsed by State Council via Flying Minute (resolution 207.FM/2021).

Attachments

- [Flying Minute – Guidelines Native Vegetation Referral, Part V Environmental Protection Act 1986](#)
- [WALGA's final submission on Draft Guidelines: Native Vegetation Referrals](#)

Background

On 5 July 2021 the Department of Water and Environmental Regulation (DWER) released the draft [Guideline: Native Vegetation Referrals \(the Guideline\)](#) for consultation by 30 July. WALGA was granted an extension to 6 August 2021.

The draft Guidelines provide information on the new clearing referral process introduced as part of the *Environmental Protection Act Amendment Act 2020* which removes the requirement for a clearing permit for low impact clearing and seek to help with the interpretation of the criteria set out in the *Environmental Protection Act 1986* (EP Act) for the assessment of these referrals.

To facilitate sector engagement on the draft Guidelines, WALGA distributed an InfoPage on 9 July, inviting comments from the sector by 22 July. Local Governments were encouraged to join in the DWER's on-line information session held on 19 July.

Officer comments on the draft Guideline were received from one Local Government, the City of Joondalup.

The final submission is consistent with WALGA's previous submissions on native vegetation regulation, in particular the [Environmental Protection Act 1986 \(EP Act amendments\) submission](#) endorsed by State Council in January 2020 and the [Native Vegetation in Western Australia Issues Paper submission](#) endorsed by State Council in February 2020.

The final submission was endorsed by State Council via Flying Minute.

Comment

In reviewing the draft Guidelines, WALGA focused on whether the Guidelines provide adequate detail on what type of clearing activities could be considered low impact and how DWER would determine the outcomes of the referral.

WALGA's Submission noted that the new referral process has the potential to improve the efficiency of meeting the regulatory requirements for some essential clearing activities undertaken by Local Governments, such as small scale road upgrades, improving sightlines, the extension of crossovers or other minor infrastructure projects.

However, the format and content of the draft Guidelines was found to be confusing, and recommendations were made to provide further detail in the Guidelines on the criteria for determining what is low impact clearing.

The Submission also acknowledged that the determination criteria are designed to ensure that only low impact clearing activities proceed without a clearing permit and that some Local Governments, particularly those on the Swan Coastal Plain and in the Wheatbelt, will be less likely to be able to utilise the new referral pathway. In this context WALGA reiterated its documented position on the need for further improvements and efficiencies to the regulatory process for native vegetation clearing, including:

- increased State Government investment in the collection and provision of better information to support regulatory processes;
- the implementation of a more strategic approach to the management of native vegetation in Western Australia, particularly for priority bioregions such as the Swan Coastal Plain and the Wheatbelt; and
- the allocation of dedicated staff within the Department to assist Local Governments with the native vegetation clearing referrals and permits process (noting the sector is second only to the State Government in the number of clearing permit applications submitted annually).

6.11 WALGA submission on Draft Native Vegetation Policy for Western Australia (05-095-03-0001 GM)

By Garry Middle, Acting Manager Environment Policy

RECOMMENDATION

That the endorsed submission to the Department of Water and Environment Regulation on the Draft Native Vegetation Policy for Western Australia be noted.

Executive Summary

- The State Government has released for public comment a Draft Native Vegetation Policy for Western Australia (Draft Policy) on 30 August 2021.
- Whilst it is primarily aimed at State Government agencies and developing a whole of government approach to native vegetation management, many aspects are of interest to, or have implications for, Local Governments.
- A draft submission was prepared and sent out to the sector for comment, with some changes made to the draft.
- Comments on the revised draft submission were sought from members of the Environment Policy Team by Thursday, 14 October 2021.
- The submission was endorsed by State Council via Flying Minute (resolution 211.FM/2021).

Attachment

- [Flying Minute: WALGA Submission on Draft Native Vegetation Policy for Western Australia](#)

Background

The draft [Native Vegetation Policy](#) for Western Australia was released on Monday, 30 August. This policy is one of four key initiatives in the 2019 [Native Vegetation in Western Australia Issues Paper](#). The Department of Water and Environment Regulation (DWER) also released a document [summarising feedback on the Issues Paper, submissions](#) and [Explanatory Notes](#) on how feedback on the Issues Paper is reflected in the Draft Policy and including answers to Frequently Asked Questions.

To facilitate sector engagement, WALGA:

- Alerted the sector to the release of the discussion paper and draft Bill in November 2019 via an article and InfoPage in WALGA newsletters and by direct email to key contacts;
- Facilitated an information session with DWER on 7 September 2021, which was attended by 61 Local Government staff representing 43 Local Governments from 10 different Zones. The information session was followed by a workshop, where participants were asked to respond to the following questions:
 - How could the Draft Policy be strengthened to support Local Governments to manage native vegetation?
 - What aspects of the Draft Policy are problematic for Local Government?
 - What is missing from the Draft Policy?
- Provided a draft submission to the sector on 21 September, for feedback by 5 October. The submission considered matters raised in past submissions (listed in the attachment) and comments made by participants at the workshop held on 7 September.

Officer comments were received from eight Local Governments: City of Busselton, City of Cockburn, City of Greater Geraldton, City of Kalamunda, Town of Mosman Park, Shire of Murray, Shire of Serpentine-Jarrahdale and the City of Vincent. Changes were made to the draft in response to this additional feedback, including comments received after the draft submission was sent to the Environment Policy Team.

The draft submission was considered by the Environment Policy Team out of session and endorsed by State Council via Flying Minute.

Comment

The Draft Native Vegetation Policy seeks to provide mechanisms for coordinating whole-of-state government management of native vegetation by defining the guiding principles, strategies and approaches to achieving the proposed outcomes.

Whilst it is primarily aimed at State Government agencies and on developing a whole of government response, many aspects are of interest to, or have implications for, Local Governments.

The Draft Policy provides a further opportunity to realise some of the changes in the current practice of native vegetation management advocated for in WALGA's submission on the Native Vegetation Issues Paper and other forums.

WALGA's submission focuses on the aspects of the policy which are of interest to or have implications for Local Government. WALGA's draft submission provides comments on the format of the Draft Policy, raising concerns over its complexity, lack of clearly defined objectives and makes 19 recommendations.

6.12 Submission on Cost Recovery Part IV of the Environmental Protection Act 1986 – assessments by the Environmental Protection Authority

By Garry Middle, Acting Manager Environment Policy

RECOMMENDATION

That the endorsed WALGA submission to the Department of Water and Environmental Regulation on Cost Recovery under Part IV of the *Environmental Protection Act 1986* – assessments by the Environmental Protection Authority be noted.

Executive Summary

- Changes made to the Environmental Protection Act 1986 (EP Act) earlier this year included a Head of Power for the Department of Water and Environmental Regulation (DWER) to establish a cost recovery mechanism for proposals subject to assessment by the Environmental Protection Authority (EPA).
- DWER has released a discussion paper and draft Regulations setting out the proposed cost recovery model for comment by 22 October 2021.
- WALGA's submission provides two case studies that demonstrate that the proposed cost recovery fees would have a significant financial impact on Local Government projects requiring EPA assessment.
- It is also argued that most Local Government proposals requiring environmental assessment are for the community and broader public benefit, are consistent with State Government Planning, Strategies and Policies, and are not for profit.
- On this basis the submission recommends that cost recovery fees for these Local Government projects should be waived.
- The final submission was endorsed by State Council via Flying Minute (resolution 209.FM/2021).

Attachment

- [Flying Minute – Submission on Cost Recovery Part IV of the *Environmental Protection Act 1986* – assessments by the Environmental Protection Authority](#)

Background

Recent amendments to the EP Act have included a head of power to allow the EPA to impose cost recovery fees on proponents for carrying out environmental assessments of their proposals (not including assessment of planning schemes). DWER is seeking feedback and comment on the [discussion paper implementing this cost recovery as well as draft Regulations](#), by 22 October 2021.

To facilitate sector engagement WALGA:

- Alerted the sector to the release of the discussion paper and regulations on 23 September 2021, inviting them to register for the webinar and workshop and contribute to WALGA's submission; and
- Hosted a webinar and workshop attended by officers from 21 Local Governments on Friday, 1 October 2021, where DWER officials provided further information on the proposed cost recovery model.

Officer comments were received by 10 Local Governments: City of Bayswater, City of Bunbury, City of Cockburn, Shire of Dardanup, Shire of Denmark, Shire of Harvey, City of Joondalup, Shire of Ngaanyatjarraku, Shire of Wandering, and Shire of Wongan-Ballidu. An Elected Member from the Shire of Toodyay also provided comment.

The draft submission was considered by the Environment Policy Team out of session and endorsed by State Council via Flying Minute.

Comment

Most Local Government proposals have not historically required EPA assessment under Part IV of the EP Act - since 1991 there have been 28 proposals by Local Governments that have been subject to EPA assessments, including for road constructions, waste disposal sites, and coastal infrastructure. However, WALGA's submission includes two case studies of Local Government proposals that were and are currently being assessed by the EPA that demonstrate that the fees to be imposed would likely range from \$200,000 to over \$500,000. There are also charges for changes to conditions and proposals after assessment which range from \$60,000 to \$90,000.

The submission notes that the imposition of cost recovery fees of this scale could impact the cost/benefit analysis of Local Government projects to such an extent that a project that provides a public good may not proceed due to the additional charges.

Further, WALGA's submission argues that most Local Government proposals that could be subject to an EP Act Part IV assessment are for the provision of essential public infrastructure. These projects are for public, not private, benefit, are endorsed activities either through State and Local Planning (e.g. roads and waste treatment facilities) and provide benefits beyond the local area at a regional and State level.

The submission strongly recommends that cost recovery for these proposals should be exempt from cost recovery and fees should be waived.

6.13 Student Transport Assistance Policy Framework Inquiry – WALGA Submission (05-005-03-0013 ID)

By Ian Duncan, Executive Manager, Infrastructure

RECOMMENDATION

That the endorsed submission to the Parliamentary Public Accounts Committee Inquiry into the Student Transport Assistance Policy Framework be noted.

Executive Summary

- The Parliamentary Public Accounts Committee is leading an inquiry into the current Student Transport Assistance Policy (STAP) framework.
- This submission examines the relationship of the STAP to Local Government, with a focus on:
 - Restricted Access Vehicles;
 - Local Road Maintenance;
 - Turnaround Facilities;
 - Use of Local Government Property;
 - Students with Physical Mobility Issues; and
 - Population Decline and Economic Development.
- Policy recommendations are developed as part of this submission.
- The draft submission has been reviewed and supported by the Infrastructure Policy Team and endorsed by State Council via Flying Minute.

Attachment

- [Flying Minute – Student Transport Assistance Policy Framework Inquiry](#)

Background

The Public Accounts Committee of the WA Legislative Assembly is conducting an inquiry into the Student Transport Assistance Policy (STAP) framework. The STAP framework is applicable to students receiving Western Australian State Government transport assistance under the following conditions:

- Students live in rural areas and attend mainstream government and non-government schools, or
- Students have special needs and attend education support schools and centres provided by government and non-government agencies.

Submissions must be made by the Friday, 29 October and can address specific elements of the STAP Terms of Reference or the issues generally.

Comment

In brief, the policy recommendations in the draft submission are as follows:

1. Effective processes should be in place to ensure that Local Governments and Main Roads WA Heavy Vehicle Services are made aware of proposed changes to school bus routes.
2. The value of re-establishing school bus advisory committees or an alternative formal process for regular (perhaps annual) engagement between the PTA Contract Officer, Local Government, school and bus contractors should be evaluated.
3. The principles set out in the Agreement between WALGA and the Public Transport Authority Defining Roles and Responsibilities for Planning, Installation and Maintenance of Bus Stop Infrastructure (2018) should guide the approach to provide access for students with physical mobility issues.

4. The policy should provide guidance concerning how the health of a town (district) or remote community is considered in developing and applying the policy.
5. The inquiry should consider the option of providing students the choice of reliably accessing bus services, where these exist, to schools other than the closest school.

This draft submission has been reviewed and supported by the Infrastructure Policy Team and was endorsed by State Council via Flying Minute.

7. ORGANISATIONAL REPORTS

7.1 Key Activity Reports

7.1.1 Report on Key Activities, Commercial and Communications Unit (01-006-03-0017 ZD)

By Zac Donovan, Executive Manager Commercial and Communications

RECOMMENDATION

That the Key Activity Report from the Commercial and Communications unit to the December 2021 State Council meeting be noted.

Commercial and Communications comprises of the following WALGA work units:

- Commercial Development
- Commercial Management
- LGIS Contract Management
- Communications (Marketing and Events)

Commercial Development

Energy and Sustainability Project Update

47 Local Governments have made declarations acknowledging that climate change is occurring, and that climate change will continue to have significant effects on the WA environment, society, economy, and Local Government sector. Many of these Local Governments have adopted environmental policies with carbon neutral targets included. WALGA was requested by its Members to explore alternative options for a whole of sector energy arrangement to assist to collectively reach these emission targets.

An application for authorisation for a 15-year joint energy purchasing group has been approved by the ACCC for this project.

With the support of a steering committee, WALGA has concluded a Tender process and presented offers to 51 participating Members. Participants have until 18 November to confirm their acceptance of this offer. If the collective threshold of 60GWh is met, then this collaboration will proceed to contract to deliver access to renewable energy and a collective cost saving estimated at \$5 million per annum.

The initial phase of the project is adopting locally sourced renewable energy derived from Albany Wind Farm, Collgar Wind Farm and Emu Downs Wind Farm. A complete renewable adoption from the sector resulting from the initial tender is the carbon reduction equivalent to planting 14 million new trees.

The offer has been designed for integration and encouragement of existing and new Local Government infrastructure or efficiency projects with full flexibility to adapt future joint ventures with other organisations in the community. By collaborating, aggregating, and aligning our energy, renewable and carbon spending, the sector is best positioning itself as a leading industry sector to achieve net zero energy policy targets. The project represents new innovation and capability within energy procurement for both the Western Australian market and nationally.

Following completion of the first stage of the project, which is scheduled as a phased transition and three-year initial contract term commencing April 2022, work will commence on further activity including the future evolution of a PPA (Power Purchase Agreement), spend modelling analytics and carbon reporting, carbon offsets, and other aggregate sustainability procurement in areas such as alternative fuels, EV's and fleet.

Commercial Management

PSP Annual Report

Annual report data for the Preferred Supplier Program (PSP) has been delivered to Members. During the 2021 Financial Year the program delivered \$358 million of goods, services and works, providing estimated savings of \$36.2 million. Additional benefits are realised through a reduction in administrative activities, alongside the added value of contract management oversight, due diligence and risk mitigation. More than 1,500 supplier engagements were facilitated through WALGA's eQuotes portal during the year. The annual activity was achieved during a period of significant market disruption due to COVID-19, and concurrent to a procurement transformation that has shifted the WALGA PSP activity into a new and more agile operating structure.

Member Engagement

The Contract Management team continues with Member engagement to support use of the WALGA PSP. During the quarter of July to September, there were 17 Member visits to the following regional Members via road trip activity:

- City of Albany
- Shire of Boddington
- Shire of Brookton
- Shire of Broomehill-Tambellup
- Shire of Cranbrook
- Shire of Cuballing
- Shire of Denmark
- Shire of Dumbleyung
- Shire of Gnowangerup
- Shire of Jerramungup
- City of Karratha
- Shire of Kondinin
- Shire of Kulin
- Shire of Lake Grace
- Shire of Narrogin
- Shire of Plantagenet
- Shire of Wickepin

Since the start of 2021, more than 120 Member visits have been made by the Commercial Management Contract Managers. Additional visits have been made for the Energy Sustainability project that are specific to presenting specific offers to participants.

LGIS Contract Management

The LGIS Annual Report has been adopted and is now published.

A new LGIS Scheme Management Agreement is currently under negotiation between WALGA and JLT. This will, among other changes, provide for:

- fixed fee broking, with Commissions paid back into Scheme;
- fixed contract term; and
- regular WALGA review of Management and Broking Fees to confirm Value for Money.

Marketing and Communications

Convention

The 2021 WA Local Government Convention and Trade Exhibition was held from Sunday, 19 September to Tuesday, 21 September at Crown Perth. There were 500 registered delegates for the event, with 81 companies participating in the Trade Exhibition. The Convention Gala Dinner was held at Optus Stadium and included the launch of To Dwell in Unity, the book commemorating the sesquicentenary of Local Government authored by Dr Chris Berry and supported by WALGA and the Department of Local Government, Sport and Cultural Industries. It is anticipated that net profit from the event will slightly exceed budget, in the main due to less expenses with COVID-19 related changes to speakers impacting speaker fees.

Electoral Reform Campaign

At direction of State Council, WALGA engaged in a campaign to present the sector's position regarding the State Electoral reform process. The West Australian column placement was utilised for this purpose, with two editorials from State Councillors - Shire of Cue Deputy President Les Price and Serpentine Jarrahdale President Cr Michelle Rich. An eight-week campaign on social media was employed to create awareness of the sector position under the tagline 'One Vote One Value – Does Not Add Up'. Google display and Facebook Advertising were used across five different creative treatments; with over four million impressions achieved via Google ads and another 80,000 on Facebook. Google ads attracted 1,210 clicks and Facebook advertising a further 9,600.

Local Government Elections Campaign: Be a Vocal Local

Together with the Department of Local Government, Sport and Cultural Industries, WALGA engaged in a two-phase campaign around Local Government Elections. Under the tagline 'Be a Vocal Local', the campaign was split into a 'Stand' phase encouraging individuals to consider standing as candidates in the elections and the second 'Vote' phase encouraging participation in the elections on Saturday, 16 October. Two separate creative treatments were employed with television advertisements run in the weeks prior to close of candidate nominations and again prior to election date, in conjunction with print and social media placements. The two phases attracted a total of 1.35 million impressions on Google ads and reach of another 100,000 on Facebook.

Awards

WALGA is a national finalist in the Australian Marketing Institute awards for the Association's Marketplace initiative and campaign that attracted the participation of 10,000 small businesses to share in \$41 million in Local Government spending in 2020. The project is a finalist across two separate categories of Acquisition Marketing and Public Sector Marketing.

The WALGA Commercial Team was runner up in the national Procurement and Supply Australia award for the Procurement Team Transformation Award 2021.

New Website

Work is progressing on new site architecture and functionality for a refresh of the WALGA website including integration with the Preferred Supplier CRM and updated search functionality, with the new site anticipated to be complete by the end of the year.

7.1.2 Report on Key Activities, Governance and Organisational Services Unit (01-006-03-0007 TB)

By Tony Brown, Executive Manager Governance and Organisational Services

RECOMMENDATION

That the Key Activity Report from the Governance and Organisational Services Business Unit to the September 2021 State Council meeting be noted.

Governance and Organisational Services comprises of the following WALGA work units: Governance and Procurement, Employee Relations, Training, Regional Capacity Building and Strategy & Association Governance

The following provides an outline of the key activities of Governance and Organisational Services since the last State Council meeting.

Strategy and Association Governance

Elected Member Superannuation Policy Proposal

WALGA has been canvassing the Local Government sector in relation to a [draft policy proposal](#) for Local Government Elected Members to be entitled to receive superannuation.

The proposal references reforms in other Australian jurisdictions and, based around equity and diversity arguments, contends that Elected Members should be able to receive superannuation.

Specifically, the proposal argues that payment of superannuation to Elected Members:

- aligns with the goal of the superannuation system;
- recognises the opportunity cost of Elected Members to undertake other income earning activities; and
- could increase nominations for election to Council from traditionally under-represented cohorts.

Feedback from the Local Government sector so far has been mixed. A number of Local Governments support the proposal in line with the arguments summarised above. Case studies of professionals sacrificing paid employment opportunities to serve on Council have also been received during the feedback period.

A number of Local Governments oppose the proposal on the basis that serving on Council is a voluntary act of community service, and that the proposal would confuse the role of Elected Members with that of employees. While this is not the case, as board members are typically entitled to superannuation, this feedback is noted.

Due to the consultation period being undertaken during Local Governments' caretaker and electoral period, Zone and State Council consideration of this issue has been deferred for this round of meetings pending further discussion and engagement with the Local Government sector.

Governance and Procurement

New Councillor Inductions

WALGA has been requested to assist individual Local Governments with the induction of newly elected members. The Governance and Procurement team focus the induction presentations on an introduction to the 5 Council Member Essentials training modules, to raise awareness of each modules content and encourage early participation undertaking this training obligations.

In addition to assisting individual Local Governments, a sector New Councillor Seminar will be held on Friday, 12 November at the Perth Convention & Exhibition Centre.

Employee Relations

New Industrial Relations Legislation Amendment Bill 2021

Currently 109 Local Governments and 6 Regional Councils (totaling 79% of the sector) operate in the Federal industrial relations system. In 2020, the WA Government introduced the *Industrial Relations Legislation Amendment Bill 2020*, which sought to require all WA Local Governments to operate in the State industrial relations system. The 2020 Bill was not passed before the final sitting day of Parliament in 2020.

The *Industrial Relations Legislation Amendment Bill 2021* (IR Bill 2021) was recently tabled again in WA Parliament on 20 October 2021. The progress of the IR Bill 2021, the text of the Bill and Explanatory Memorandum can be viewed on the WA Parliament website [here](#). The IR Bill 2021 seeks to enable a declaration to be made that WA Local Government authorities are not “national system employers” under the *Fair Work Act 2009* (Cth).

WALGA is continuing to advocate for the State Government to provide funding in accordance with the [Immediate Priorities for the State Government](#) document.

State IR Transition Bulletin

WALGA Employee Relations released its first monthly State IR Transition Bulletin to the sector on 19 October 2021. The purpose of the Bulletin is to provide the sector with key information on the proposed transition of WA Local Governments and Regional Councils to the State industrial relations system. The October Bulletin can be viewed [here](#).

The first webinar in an upcoming series of webinars on the State IR Transition was held on Tuesday, 16 November 2021 for subscribers to the WALGA Employee Relations service. The purpose of this webinar was to explain the key differences between the Federal and State minimum employment standards.

WA Government's Mandatory COVID-19 Vaccination Policy

WALGA Employee Relations service has been receiving a high number of queries regarding the State Government's proposed mandatory COVID-19 vaccinations policy and the impact on Local Government employees. WALGA Employee Relations released an FAQ document for subscribers to the service on 22 October 2021 which will be updated as the advice on vaccinations progresses with the release of any Government Directions and new relevant case law.

Breakfast Seminar: HR Responses to COVID-19

WALGA hosted a Breakfast Seminar on Friday, 29 October 2021 to discuss the challenges Local Government CEOs and HR experience in responding to COVID-19 and the State Government's mandatory vaccination policy. 29 Local Government officers attended the breakfast and a further 56 participants attended via webinar.

The following presentations were delivered at the Seminar:

- Nick Sloan presented on the occupation areas to be covered by the mandatory vaccination directions and WALGA's advocacy in this space.
- Samantha Maddern (Partner, Mills Oakley) presented on mandatory vaccinations, privacy when collecting vaccination information, key legal risks and recent case law precedent.
- A panel discussion was held with Nick Sloan, Samantha Maddern, Wayne Jack (CEO, City of Kwinana), Jemma Illes (Executive People Experience and Transformation, City of Cockburn), and Sue Wiltshire (Manager Human Resources, City of Kwinana). The purpose of the panel was for Local Governments to share their experiences about how they are managing COVID-19 and vaccinations in the workplace, including incentivising employees to be vaccinated, and to provide the audience with an opportunity to ask questions of the panellists.

WALGA Salary and Workforce Survey 2021

Data collection for the annual WALGA Salary and Workforce Survey 2021 closed on 2 November 2021. Approximately 66 Local Governments commenced the survey and will be able to review the Survey Report and online dashboard of remuneration and workforce data in early 2022.

Training

Enquiries and bookings are in full swing after the recent Council elections. WALGA Training is seeing a big increase for in-house training requests for both officers and Elected Members and current courses at WALGA are well attended.

The WALGA Training team with the support of the Governance team and our product developers have completed the full review of all Council Member Essentials training materials for both the eLearning and face-to-face learning resources to capture the latest legislative and regulatory changes. We have conducted specialised training with our approved WALGA trainers to ensure the new materials are being delivered to the highest and most current standard.

We would like to sincerely thank all members who have contribute to the course review through the Industry Advisory Groups. The feedback we have received during the consultation phase has been very insightful and helpful to ensure our training meets the need of industry.

For November we have two new courses in our program:

- The Role of Mayors and Presidents – 24 November 2021
- Emergency Management for Local government Leaders 25 November 2021

7.1.3 Report on Key Activities, Infrastructure (05-001-02-0003 ID)

By Ian Duncan, Executive Manager Infrastructure

RECOMMENDATION

That the Key Activity Report from the Infrastructure Unit to the December 2021 State Council meeting be noted.

Roads

Condition Assessment of Roads of Regional Significance

Funding has been provided through the *State Road Funds to Local Government Agreement* to perform visual condition surveys of Significant sealed roads over a five-year cycle. The first phase of this project, a survey of the roads in the Mid-West region, was recently completed. Talis Consultants are progressing the second phase of the project covering the Great Southern and Goldfields-Esperance regions that is scheduled for completion in November. In addition to the condition assessment and video data capture of sealed roads, the survey will include video of Significant unsealed roads and condition reporting on access roads to remote Aboriginal communities. It is proposed to cover the Wheatbelt regions in the next phase which is scheduled for the start of 2022.

Road Safety Management System

WALGA, Main Roads WA and the South West Regional Road Group have finalised modifications to the project prioritisation guidelines and multi criteria assessment model to provide a greater focus on road safety when setting the annual roads program for the region. The South West Regional Road Group will consider the revised guidelines and model. This is an important pilot to deliver the commitment agreed in the *State Road Funds to Local Government Agreement 2018/19 to 2022/23* to work towards establishing a road safety management system. With agreement from the Regional Road Group chairs, WALGA will examine the common elements of the prioritisation guidelines and multi criteria assessment models for all of the regions and develop a standard template for including road safety in the prioritisation process for setting the annual roads program for each region. Any changes will need to be supported by the relevant Regional Road Group.

Road – Rail Interface Agreements

WALGA, Main Roads WA and the Public Transport Authority (PTA) have made substantial progress toward developing a revised Road-Rail Interface Agreement. The draft Agreement, which identifies the responsibilities of the parties to manage risks associated with a road/rail crossing on the PTA network, will be provided to Local Governments for consideration and feedback, once finalised.

Transport and Roads Forum 2022

Due to repeated COVID-19 related postponements, the Transport and Roads Forum was cancelled for 2021. A 2022 event is now scheduled for Wednesday, 30 March 2022, and program planning has begun.

Local Government Road Research Program

WALGA and Main Roads will be developing a research program that will deliver guidance to Local Governments to assist in the adoption of technologies and practices that will enhance productivity and delivery of roads and transport initiatives. WALGA is currently collecting topic proposals that will then be prioritised by an operations team of Local Government practitioners.

eRideables Regulations

WALGA successfully advocated for the State Government to discuss with Local Governments proposed changes to regulations that would legalise the use of e-scooters and similar devices on paths and some public roads. This presentation to Local Government officers was held on Friday, 29 October.

Urban and Regional Transport

Temporary Traffic Management

WALGA has arranged a workshop on 7 December for Local Government officers involved in designing, implementing or approving temporary traffic management. This will cover updates to Australian Standard 1742.3, changes to the Austroads Guide to Temporary Traffic Management as well as the key Main Roads WA documents and policies that have been updated. There will also be an opportunity to discuss contemporary Local Government practices.

Regional Roadworks Signage Review

Recommendations from a working group, that included WALGA, overseeing a review of regional roadworks signage, presented a report to the Minister for Transport in August. The State Government announced in October that it had accepted all the recommendations. The data and trends in other jurisdictions indicates that effective identification and treatment of risks to road users and road workers is required, even on low volume rural roads. Changes proposed will be reflected in the Codes and Standards that guide temporary traffic management for road works.

Road Safety

Road Safety Council Update

WALGA hosted the September meeting of the Road Safety Council. In his welcome address, WALGA CEO, Nick Sloan, acknowledged the Driving Change Road Safety Strategy 2020-2030 and the role of the Road Safety Council in leading the collaboration and coordination of that effort. Nick emphasised the critical role of Local Governments, as partners in creating a safe road transport system, and outlined WALGA's approach to supporting Local Governments in that role.

Members welcomed back Iain Cameron, following his reappointment as the Chair of the Road Safety Council. Matters considered at the meeting included:

- the Section 13 report which is tabled in Parliament each year;
- the Road Trauma Trust Account budget process for 2022-23;
- the priorities and three-year deliverables for Driving Change;
- Council governance; and
- the sustainability of the Road Trauma Trust Account.

7.1.4 Report on Key Activities, Strategy, Policy and Planning Unit (01-006-03-0017 NM)

By Nicole Matthews, Acting Executive Manager, Strategy, Policy and Planning

RECOMMENDATION

That the Key Activity Report from the Strategy, Policy and Planning Unit to the December 2021 State Council meeting be noted.

Economics and Strategic Projects

Immediate Spending Priorities for the WA Government

WALGA recently prepared a strategic policy platform identifying the immediate spending priorities for the McGowan Government in its second term.

The document encourages the Government to use the State's strong financial position to build upon the success of its COVID-19 Recovery Plan, and further invest in areas that will ensure that the State is well placed to address looming economic, environmental, and social challenges. These initiatives primarily relate to the extension or expansion of existing successful State Government programs in areas including climate change adaptation, waste management, small business support, underground power and housing.

The document was provided to the State Government in advance of the 2021-22 Budget and will form an important policy and advocacy platform for this term of Government.

WALGA has received positive responses from a number of Ministers and Directors General, including:

- Hon John Carey, Minister for Housing; Local Government
- Emily Roper, Director General, Department of Premier and Cabinet
- Mike Rowe, Director General, Department of Communities.

Economic Briefing

In October, WALGA released its latest Economic Briefing, which contained updated forecasts for the Local Government Cost Index (LGCI). Costs faced by Local Governments are expected to rise in coming years largely as a result of capacity constraints in the construction sector. WALGA's latest forecasts indicate that the LGCI will grow by 3.5% in 2021-22, and 2.6% in 2022-23. Given challenges with forecasting in the current environment, WALGA is urging caution when using the LGCI, and encouraging Local Governments to take into account their own local issues and experiences when considering cost pressures and prepare multiple scenarios for cost increases coming years.

Environment

Submissions to State Government initiatives

WALGA prepared submissions on three significant State Government initiatives: Draft Native Vegetation Policy; Cost Recovery Regulations for Environmental Protection Authority (EPA) assessments under Part IV of the *Environmental Protection Act 1986* (EP Act); and draft Guidelines for the new referral process for clearing native vegetation with low impact.

The Draft Native Vegetation Policy seeks to provide a mechanism for coordinating whole-of-State Government management of native vegetation. WALGA's submission focused on the aspects of the policy which are of interest to, or have implications for, Local Government. The Submission raised concerns over the Policy's complexity and lack of clearly defined objectives. Other recommendations focused on support for a regional approach to managing native vegetation and the goal of net gain in vegetation cover provided it doesn't place unreasonable constraints, costs and delays for activities undertaken by Local Government.

WALGA's Submission on the Cost Recovery Regulations noted that most Local Government proposals have not historically required EPA assessment under Part IV of the EP Act, but that if such proposals were subject to cost recovery, the estimated cost of those assessments would be between \$200,000 to over \$500,000. WALGA's Submission argued that most Local Government proposals that could be subject to an EP Act Part IV assessment are for the provision of essential public infrastructure which are for public, not private, benefit, are endorsed activities either through State and Local Planning (e.g. roads and waste treatment facilities) and provide benefits beyond the local area at a regional and State level. For these reasons, cost recovery for these proposals should be exempt from cost recovery and fees should be waived

The draft Guidelines relate to a new clearing referral process introduced as part of changes to the EP Act introduced in November 2020 which removes the requirement for a clearing permit for low impact proposals. WALGA's Submission reiterated its support for this new referral process on the proviso that environmental outcomes are not negatively affected but recommended that greater clarity is needed regarding the type of clearing that would be considered under the new referral process.

Planning and Building

Planning Showcase

WALGA hosted the inaugural Local Government Planning Showcase on Tuesday, 21 September at Crown in conjunction with the Local Government Convention. Over 100 Local Government planning officers were in attendance and heard from eight speakers on a range of topics, including a legal update from McLeod's and a contemporary approach to protecting significant trees through the planning system from the Town of Bassendean. A survey of attendees' post event found universal satisfaction with the event, its format and strong willingness to attend in future years. A repeat of the event is planned for 2022.

Water State Planning Policy Officers Session

In August 2021, the WAPC released draft SPP 2.9: Planning for Water for public comment. As part of WALGA's consultation with members a webinar was held. The purpose of this event was to:

- understand the key policy changes;
- identify how these changes are expected to effect on-ground outcomes and Local Government processes; and
- identify key areas of support and improvement for inclusion in WALGA's Submission.

The webinar included a presentation by the water policies team from the Department of Planning, Lands and Heritage. Participants included Local Government planners, engineers and other officers with water related responsibilities. Over 70 officers from 40 Local Governments attended the webinar.

Patio Fire Fuel Load National Construction Code Project

The purpose of this project is to address the historical application of the National Construction Code (NCC) carport exemption to patios when assessing the setback requirements for fire safety in Western Australia. Most building surveyors have applied the National Construction Code carport exemption to patios when assessing the requirements for patios based on setback provisions in previous WA State legislation such as the *Uniform Building By-Laws* and the *Miscellaneous Provisions Act* which pre-date the adoption of the NCC and the *Building Act 2012*. The setback provision allowed for in the carport exemption is also consistent with the setback requirement for patios deemed to comply in the R Codes. In recent years, following the flammable cladding audits and the release of the Shergold Weir - Building Confidence Report, Local Governments (and building surveyors in general) have become more aware of governance procedures and the importance of risk analysis in their decision making.

Local Government building surveyors have asked that WALGA help facilitate a state variation to the NCC to permit the current practice to continue. They have expressed that this would help to ensure that there is a consistent approach across the sector rather than Local Governments taking individual action. Department of Mines Industry Regulation and Safety (DMIRS) was contacted regarding this issue and were aware of the current practice in the sector and broader industry, but initially advised

that evidence would need to be included from a suitably qualified professional such as a Fire Safety Engineer. To obtain this evidence WALGA, in collaboration with eight members, engaged a qualified fire safety engineer on behalf of the sector to provide the fire load data. DMIRS has now contacted WALGA and is willing to jointly develop a proposal for change to the NCC or a regulation change for Western Australia based on the fire report and historical data collated by WALGA. The change in DMIRS position is a significant advocacy win for the sector.

DAP Dashboard Data Update

WALGA's Development Assessment Panel Dashboard has been recently updated to include all decisions made in the 2020/21 financial year. The dashboard is used to inform WALGA's ongoing advocacy around DAPs and highlight opportunities to improve the system. The dashboard can be accessed [here](#)

Resilient Communities

Work Health and Safety (WHS) and Local Government Volunteer Bushfire Brigades

On 31 August WALGA and LGIS delivered a webinar on the new WHS legislation which was attended by more than 140 people from 80 Local Governments. A panel of presenters from LGIS, Department of Fire and Emergency Services (DFES), McLeod's Barristers and Solicitors, and the City of Mandurah shared their knowledge and experience in relation to the new legislation, work health and safety obligations, and volunteer training and management of volunteer bushfire brigades. The webinar and presentations are available on the WALGA website [here](#) and a FAQ document is being developed jointly by LGIS and DFES. LGIS has also prepared a Volunteer Handbook and CEO Briefing Note on the WHS legislation. It was apparent from the level of interest and issues raised that there is a need for WALGA to continue to work in partnership with LGIS, DFES, and other stakeholders to provide information and support to Local Governments and ongoing work is underway.

Aboriginal Engagement and Reconciliation Forum, 22 September

WALGA hosted its annual Aboriginal Forum on Wednesday, 22 September. This year, the forum was themed 'Doyntj Doyntj Come Together' and focussed on how Local Governments can develop strong, ongoing relationships with local Aboriginal communities, create opportunities for empowerment and celebrate success. This year's Forum attracted its largest crowd since the event commenced in 2017, with over 230 attendees representing 51 Local Governments, 11 State Government Departments and many other stakeholders. A highlight of the day was the presentation by Danjoo Koorliny sharing the key message '*Aboriginal culture is based on now and the past. What changes do we want to see today, in this moment?*'. With the feedback received from participants, WALGA will continue to work with key stakeholders, such as the Department of Premier and Cabinet, Department of Lands and Heritage, Department of Local Government, Sport and Culture Industries and the Aboriginal Reconciliation Network members, to build on the success of this year for 2022.

Homelessness Update

On Tuesday, 7 September WALGA hosted a Webinar delivered by the Department of Communities to provide information for Local Governments on the Local Government Partnership Fund for Homelessness. The fund will provide one-off finance co-contributions towards new initiatives that are identified and led by Local Governments to respond to and prevent homelessness. Over 30 metropolitan and regional Local Government officers participated. Applications closed on Friday, 15 October. WALGA is represented on the assessment panel which will consider applications in November 2021.

Shelter WA has been awarded a Lotterywest grant to undertake a project to develop a Local Government Homelessness Knowledge Hub which will provide information and resources to assist Local Governments address homelessness. Shelter WA is in the process of employing a Project Officer to develop the resource. The project will take approximately 12 months to complete. WALGA is a member of the project reference group, along with several Local Governments with significant experience across a range of homelessness responses and strategies including the City of Perth, City of Rockingham and City of Mandurah.

7.2 Policy Forum Report (01-006-03-0007 TB)

By Tony Brown, Executive Manager, Governance and Organisational Services

The following provides an outline of the key activities of Policy Forums that have met since the last State Council meeting.

RECOMMENDATION

That the report on the key activities of WALGA Policy Forums to the December 2021 State Council meeting be noted.

The Mining Communities Policy Forum has been re-established and will review the Terms of Reference and consider the following issues;

- Review of the Environmental Regulations for Mining Review of the *Mining Act 1978* (2021 AGM resolution refer to Agenda item 5.3):
 1. *To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old Mining Act to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.*
 2. *That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.*
- *Review of the Mining Act 1978* concerning with a view to maximising the benefits to local communities and its impact on local communities; and the Mining application process to include a mandatory MOU with the Local Government which would be overseen by the Auditor General to ensure fairness to the Community by having the mining company contribute to local infrastructures as a Legacy project (*Mining Communities Policy Forum, previous meeting*).
- State Agreements (Peel Country Zone)

That the Policy Team considers the merits of the following:

1. Adopt a policy position advocating that the State Government prepare and publish a toolkit to assist Local Governments in working with mining operators bound by State Agreements.
 2. Advocate that the State Government initiates a review of State Agreement Acts to ensure their currency and compliance status.
 3. Advocate that the Minister for the Environment amend the membership of the Mining and Management Program Liaison Group (MMPLG) to include representation from affected Local Governments.
- Location of mining airstrips (Pilbara Country Zone)

The Pilbara Zone considers the location of mining airstrips close to existing local government airports is a major risk to both the services provided and the overall viability of those Local Government airports and requests that WALGA:

1. Advocates to the State Government to amend C7 of the Draft Aviation Strategy to provide a clearer policy framework for the approval of jetports which consider the location of the nearest regional airport.
2. Strongly recommends that the State Government should not allow new mining airstrips within a radius of (WALGA to find Queensland benchmark on this distance) km.

3. Expresses the security concerns and unfair competition that arises when mining companies avoid security screening of passengers and baggage by using charter rather than RPT aircraft
4. Investigates current legislative impediments to limiting construction of mining airstrips within a certain distance of regional towns

The Forum is scheduled to meet on Monday, 8 November and an update report will be prepared for the next State Council agenda.

STATUS REPORT ON STATE COUNCIL RESOLUTIONS To the December 2021 State Council Meeting

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
3 September 2021 Item 4.1 Protocols for State Councillors Contesting State or Federal Elections	1. In the event the WALGA President or State Councillor contest a State or Federal Election, in order to manage any perceived conflicts of interest, the following is hereby inserted into the Corporate Governance Charter: <ul style="list-style-type: none"> Ministerial Meetings – the Deputy President or relevant Policy Team Chair to accompany the President to all Ministerial Meetings; Parliamentary Commitments – the Deputy President or relevant Policy Team Chair to accompany the President to all WALGA related meetings with Members of Parliament; Media releases and responses – the Deputy President to be consulted in-conjunction with the President on all media responses and media releases with State or Commonwealth policy implications; and Ministerial Letters – the Deputy President to be included on consultation on proposed correspondence to State and Commonwealth Ministers. In the event of WALGA's advocacy position presenting a conflict of interest to the President in the combined judgement of the Deputy President and CEO, the Deputy President provides and responds to any public comment. 2. State Council request the CEO to provide a report to a future State Council meeting recommending amendment to the Association's Constitution to deal with matters related to State Councillors Candidature for State or Federal elections. RESOLUTION 262.5/2021	1. WALGA's Corporate Governance Charter has been updated. 2. A report will be prepared for State Council for the December 2021 State Council meeting.	December 2021	Tony Brown Executive Manager Governance & Organisational Services

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
3 September 2021 Item 5.1 External Oversight of Local Level Complaints	That WALGA advocate for an external oversight model for local level behavioural complaints made under Council Member, Committee Member and Candidate Codes of Conduct, that is closely aligned to the Victorian Councillor Complaints Framework. RESOLUTION 263.5/2021	Correspondence has been sent to the Minister for Local Government advocating for this position.	Ongoing – November 2021	Tony Brown Executive Manager Governance & Organisational Services
3 September 2021 Item 5.2 Tender Exemption Provisions – General Practitioner Services	That WALGA: 1. Adopt a new Advocacy Position Statement under ‘Local Government Legislation - Tender Exemption General Practitioner Services’: <i>WALGA advocates for the inclusion of a tender exemption for General Practitioner (GP) services under Part 4, Division 2 of the Local Government (Functions and General) Regulations 1996, to support Local Governments to secure and retain necessary primary health care services for their communities; and</i> 2. Undertake additional research in support of the Advocacy Position with the following aims: a. Identify State and Federal Government policy settings and other factors contributing to gaps in primary health care services in regional communities; and b. Quantify the number of regional Local Governments that have current contracts, or are proposing to enter into contracts, for General Practitioner services and the associated costs to Local Government incurred. RESOLUTION 264.5/2021	1. Correspondence has been sent to the Minister for Local Government advocating for this position. 2. Further research is carried out as per this resolution.	Ongoing – November 2021	Tony Brown Executive Manager Governance & Organisational Services
3 September 2021 Item 5.3 Phase 2 Planning Reform Submission	That the submission to the Department of Planning, Lands and Heritage on Phase 2 Planning Reform be endorsed. RESOLUTION 265.5/2021	Endorsed submission was lodged with DPLH on 4 September 2021. WALGA will continue to engage with DPLH and the State Government on the Association's reform proposals. There is no current timeframe for consideration of submissions by the Minister, though final announcement of Phase 2 initiatives is expected in early 2022.	Complete	Narelle Cant Executive Manager Strategy, Policy and Planning

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
3 September 2021 Item 5.4 Partners in Government Agreement	That the Partners in Government Agreement be endorsed for signing by the WALGA President at the 2021 WALGA Annual General Meeting. RESOLUTION 266.5/2021	The Partners in Government Agreement was signed at the WALGA 2021 AGM.	Completed	Tony Brown Executive Manager Governance & Organisational Services
3 September 2021 Item 5.5 Foundations for a Stronger Tomorrow – Submission to the Draft State Infrastructure Strategy	That: 1. The submission to Infrastructure WA in response to the draft State Infrastructure Strategy, Foundations for a Stronger Tomorrow, be endorsed. 2. WALGA continue to advocate for on-going engagement between Infrastructure WA and Local Governments in the implementation and subsequent reviews of the State's infrastructure strategy. RESOLUTION 267.5/2021	The submission has been sent to Infrastructure WA and advocacy is ongoing.	Completed	Ian Duncan Executive Manager Infrastructure
3 September 2021 Item 6.1 Stop Puppy Farming Legislation	1. That the update on the Dog Amendment (Stop Puppy Farming) Bill 2021 be noted. 2. That: a. any additional costs incurred by a Local Government in administering the Dog Act be paid by the State Government; and b. the Fees and Charges set in Regulations are reviewed bi-annually and at minimum, be adjusted by the Local Government Cost Index. RESOLUTION 275.5/2021	Correspondence has been written to the Minister for Local Government advising of resolution 2.	Ongoing – November 2021	Tony Brown Executive Manager Governance & Organisational Services
7 July 2021 Item 5.2 Amendments to WALGA's Constitution	That the WALGA Constitution be amended as follows: 1. INSERT Definition – "Present" means attendance in person or by electronic means deemed suitable by the Chief Executive Officer. 2. Clause 5 (10) – DELETE "and Associate Members". 3. Clause 5 (11) – DELETE "Ordinary Member or", REPLACE "State Council" with "Chief Executive Officer" in the first sentence, INSERT "or its delegate" after State Council in the second sentence. 4. Clause 6 (3) – REPLACE "31 May" with "30 June". 5. Clause 7 (2) – REPLACE "30 June" with "31 July".	An item was prepared for the Annual General Meeting to be held on 20 September 2020 and subsequently endorsed by a Special majority of 75% of delegates. Correspondence has been sent to the Minister for Local Government and the Commissioner for Consumer Protection advising of the constitutional amendments.	Completed	Tony Brown Executive Manager Governance & Organisational Services

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
	<p>6. Clause 11 (1) – after Chief Executive Officer, INSERT “in accordance with the Corporate Governance Charter”.</p> <p>7. Clause 11 (2) – after Chief Executive Officer INSERT “by providing notice to State Councillors of the date, time, place and purpose of the meeting”</p> <p>8. DELETE Clause 11 (3)</p> <p>9. Clause 12 (1) – DELETE “as, being entitled to do so, vote in person”</p> <p>10. DELETE Clause 12 (2)</p> <p>11. Clause 12 (3) – DELETE “as, being entitled to do so, vote in person”</p> <p>12. Clause 12 (4) – DELETE “as, being entitled to do so, vote in person”</p> <p>13. Clause 16 (1) & (2) – After Any election INSERT “other than to elect the President or Deputy President”, REPLACE “generally in accordance with the provisions of the Local Government Act 1995 as amended (2) For the purposes of the election referred to in sub-section (1)” with “as follows”.</p> <p>14. Clause 16 (2) (f) – REPLACE two instances of “2” with “1”.</p> <p>15. INSERT Clause 16A – Election Procedure – President and Deputy President</p> <p>(1) An election to elect the President or Deputy President shall be conducted as follows:</p> <p>(a) the Chief Executive Officer or his/her delegate shall act as returning officer;</p> <p>(b) representatives are to vote on the matter by secret ballot;</p> <p>(c) votes are to be counted on the basis of “first-past-the-post”;</p> <p>(d) the candidate who receives the greatest number of votes is elected;</p> <p>(e) if there is an equality of votes between two or more candidates who are the only candidates in, or remaining in, the count, the count is to be discontinued, and the meeting adjourned for not more than 30 minutes;</p>			

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
	<p>(f) any nomination for the office may be withdrawn, and further nominations may be made, before or when the meeting resumes;</p> <p>(g) when the meeting resumes, an election will be held in accordance with sub-sections 1(a), 1(b), 1(c) and 1 (d);</p> <p>(h) if two or more candidates receive the same number of votes so that sub-section 1(d) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be present to determine which candidate is elected.</p> <p>16. Clause 21 (4) – REPLACE “Chairman” with “Chair”.</p> <p>17. Clause 22 (1) – REPLACE “in August or September of” with “prior to 31 October”.</p> <p>18. Clause 22 (3) – DELETE “in person”</p> <p>19. DELETE Clause 22 (4) (b).</p> <p>20. Clause 23 (3) – DELETE “in person”</p> <p>21. Clause 24 (2) – DELETE “and of which vote is to be exercised in person”</p> <p>22. Clause 24 (4) – DELETE “as, being entitled to do so, vote in person”</p> <p>23. Clause 28 (1) – DELETE “The common seal shall be held in the custody of the Chief Executive Officer at all times.”</p> <p>24. Clause 29 (1) – DELETE “as, being entitled to do so, vote in person”</p> <p>25. Clause 29 (2) – DELETE “as, being entitled to do so, vote in person”</p> <p>26. Clause 31 (4) (c) – DELETE “and Regional Development”.</p> <p>RESOLUTION 233.4/2021</p>			
5 May 2021 Item 5.4 Review of the State Industrial Relations System	That WALGA: 1. Seek confirmation from the State Government on whether it intends to re-introduce legislation for Local Governments to operate solely in the State Industrial Relations System.	Correspondence has been sent to the Minister for Industrial Relations advising of this resolution. A meeting was held with the Minister for Industrial Relations on 14 July 2021.	Ongoing	Tony Brown Executive Manager Governance and Organisational Services

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
	<p>2. If the State Government reintroduces legislation to require all Local Governments to operate within the State Industrial Relations System, continue to advocate for the State Government to:</p> <ol style="list-style-type: none"> Amend the <i>Industrial Relations Act 1979</i> (WA) to include additional provisions to modernise the State IR system; and Provide adequate funding and resourcing to ensure Local Governments are equipped with the appropriate tools and training to enable a smooth transition. <p>RESOLUTION 207.2/2021</p>	<p>The Minister advised that this legislation is likely to be introduced in the spring session in Parliament and hopes the legislation will go through State Parliament prior to Christmas 2021.</p> <p>This legislation then requires the support of the Federal Government.</p>		
3 March 2021 Item 5.3 Eligibility of Slip On Fire Fighting Units for Local Government Grants Scheme Funding	<p>That WALGA:</p> <ol style="list-style-type: none"> Supports the inclusion of capital costs of Trailer Fire Fighting Units and Slip On Fire Fighting Units including for Farmer Response Brigades (for use on private motor vehicles) on the Eligible List of the Local Governments Grants Scheme (LGGs). Requests the Local Government Grants Scheme Working Group to include this matter on the Agenda of their next Meeting (expected March 2021). Requests WALGA to work with the Local Government Grants Scheme Working Group to develop appropriate operational guidelines and procedures for the safe use of Slip On Fire Fighting Units funded in accordance with the LGGs. Supports the update of the WALGA membership of the Local Government Grants Scheme Working Group to include one Local Government Elected Member and one Local Government Officer, with these appointments determined through the WALGA Selection Committee process. <p>RESOLUTION 180.1/2021</p>	<p>A letter was sent to DFES Commissioner Klemm on 16 March 2021 advising of State Council's decision on 3 March. The Local Government Grants Scheme Working Group met on 20 March 2021 however did not discuss eligible items in the Manual. An EOI process for the Officer position was successful but a second round process will be run for the Elected member position.</p> <p>DFES has advised that the Local Government Grants Scheme Working Group has been discontinued. WALGA CEO Nick Sloan is meeting with the DFES Commissioner Darren Klemm on 2 August to discuss how Local Government input to the LGGs Manual will be collected in future.</p> <p>DFES advised on 4 June 2021 that the matter of eligibility of slip on units was not yet finalized. A further follow up email was sent on 26 July 2021.</p> <p>A further follow up email was sent to DFES on 25 October 2021.</p>	Ongoing	Narelle Cant Executive Manager Strategy, Policy and Planning
2 December 2020 Item 5.3 Family and Domestic Violence and the Role of LGs	<p>That:</p> <ol style="list-style-type: none"> WA Local Governments recognise the prevalence, seriousness and preventable nature of family and domestic violence and the roles that Local Governments can play in addressing gender equity 	<p>In February 2021 WALGA wrote a letter to the Director General Communities, Michelle Andrews, to advise of WALGA State Council's newly adopted policy position on family and domestic violence.</p>	Ongoing	Narelle Cant Executive Manager Strategy, Policy and Planning

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
	<p>and promoting respectful relationships in their local community.</p> <p>2. WALGA advocates to the State Government:</p> <ol style="list-style-type: none"> to work with Local Government in defining the role and responsibilities and expectations of Local Governments in family and domestic violence. for adequate funding for family and domestic violence programs and services, particularly in regional areas. for appropriate resources and funding be allocated to Local Governments to implement any particular roles and actions addressing family and domestic violence as defined in the State Strategy. to provide support to Local Government in the broader rollout of the Prevention Toolkit for Local Government. to continue advocacy to the Commonwealth Government for additional funding and support. <p>3. WALGA organises presentations for Local Governments that address family and domestic violence, as part of relevant events or webinars.</p> <p>RESOLUTION 144.6/2020</p>	<p>WALGA met with the Department of Communities on Thursday, 25 February 2021 to discuss WALGA State Council's endorsed policy position and key advocacy statements. The key message provided was that the Department of Communities needs to engage more thoroughly with Local Governments, and in particular more engagement and communication is required regarding the State Strategy which was adopted in July 2020.</p> <p>Since 18 January 2021 WALGA has been meeting with the Australian Local Government Association and other Local Government Associations, together with Our Watch (the National prevention agency established by the Commonwealth Government) to share information and combine advocacy efforts for Local Governments across Australia. Our Watch is working on a strategy to engage more thoroughly with Local Governments across Australia through this group.</p> <p>WALGA in collaboration with the Local Government Community Safety Network Steering Committee delivered an event on 18 May focusing on family and domestic violence.</p> <p>WALGA has recently been added to the Department of Communities Path to Safety Steering Group. The next meeting is on 16 August 2021.</p> <p>WALGA was advised on 3 August 2021 that due to changes within the Department of Communities, including a functional realignment and the establishment of an Office for the Prevention of Family and Domestic Violence, scheduled meetings of the Path to Safety Steering group were cancelled to allow a review of the functions and membership of the Group. WALGA contacted the Department for an update in October 2021 and is awaiting a response.</p>		
5 December 2018 Item 5.1 Proposed Removal by Main Roads WA of the	<p>That WALGA:</p> <ol style="list-style-type: none"> Opposes withdrawal of the "Letter of Approval" Restricted Access Vehicle Operating Condition until an acceptable alternative to Local Government is developed; 	<p>On advice from the State Solicitors Office, Main Roads WA is intending to remove the CA07 condition that requires a transport operator to obtain a letter of approval from the relevant Local Government. Main Roads is proposing to replace the condition with a notification process (CA88). After</p>	Ongoing	Ian Duncan Executive Manager Infrastructure

MEETING DATE	RESOLUTION	COMMENT	Completion Date	Officer Responsible
“Letter of Approval” Restricted Access Vehicle Operating Condition	<ol style="list-style-type: none"> Supports the position that Local Governments not use provision of the Letter of Authority to charge transport operators to access the Restricted Access Vehicle network; Supports the development of standard administrative procedures including fees and letter formats; and Supports the practice of Local Governments negotiating maintenance agreements with freight owners/ generators in cases where the operations are predicted to cause extraordinary road damage as determined by the Local Government. Advocates to Main Roads to establish a stakeholder working group to develop an appropriate mechanism through which the increased infrastructure costs from the use of heavy vehicles and those loaded in excess of limits (concessional loading) can be recovered from those benefiting, and redirected into the cost of road maintenance. <p>RESOLUTION 132.7/2018</p>	consultation with Regional Road Groups and a Stakeholder Working Group, the overwhelming majority of participants are of the view that the proposed arrangement is not an acceptable alternative. WALGA has written to Main Roads WA stating that WALGA does not support the alternative and that the position adopted by Sate Council in December 2018 has not changed.		
5 December 2018 Item 4.1 State / Local Government Partnership Agreement on Waste Management and Resource Recovery	<ol style="list-style-type: none"> That State Council endorse investigating a State / Local Government Partnership Agreement on Waste Management and Resource Recovery. That the item be referred to MWAC for is development and negotiation with the State Government. A report regarding a proposed “State / Local Government Partnership Agreement on Waste Management and Resource Recovery” be brought back to the next meeting of State Council. <p>RESOLUTION 131.7/2018</p>	MWAC has sought a meeting with the new Minister for Environment, Hon Amber-Jade Sanderson, MLA and this matter will be on the agenda.	Ongoing	Narelle Cant Executive Manager Strategy, Policy and Planning

REQUEST FOR TENDERS

RFT1 21-22

***Yandanooka North East Road
Intersection Construction***

**Deadline for lodgement of
Tenders:**

14:00 AWST on 30 August 2021

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PART ONE – READ AND KEEP THIS PART

PART 1 OVERVIEW

1.1 Request for Tenders

The Principal requests the submission of tenders by suitably qualified and experienced contractors for the construction of a realigned section of Yandanooka North East Road, and a modified intersection between Yandanooka North East Road and Mingenew-Morawa Road.

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

- (1) Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
- (2) Removal of existing redundant section of Yandanooka North East Road formation and pavement
- (3) Rehabilitation of redundant section of Yandanooka North East Road
- (4) New pavement construction
- (5) Sealing works
- (6) Reconstruction of existing shoulder seal approx. 1.5m wide.
- (7) Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert – Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain – Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor's rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- (a) Labour and cost in connection therewith
- (b) Supply of goods, material, storage and costs in connection therewith including delivery to site
- (c) Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith

PART ONE – READ AND KEEP THIS PART

- (d) Plant and Costs;
- (e) Temporary works and
- (f) General obligations, liabilities and risks.
- (g) Special Requirements: A detailed description of the Principal's requirements is contained in Annexure B Technical Specification.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 Overview (Read and Keep)
- Part 2 Conditions of Tendering (Read and Keep)
- Part 3 Specifications (Read and Keep)
- Part 4 General Conditions of Contract (Read and Keep)
 - Schedule 1 - Contract Details (Read and Keep)
 - Schedule 2 – Special Conditions (Read and Keep)
- Part 5 Tender Form (Complete and Return)
- Annexure A Formal Instrument of Agreement (Read and Keep)
- Annexure B Technical Specification (Read and Keep)
- Annexure C Tender Drawings (Read and Keep)
- Annexure D Purchasing Policy (Read and Keep)
- Annexure E Regional Price Preference Policy (Read and Keep)
- Annexure F Pricing Schedule (Complete and Return)

1.3 How to Prepare Your Tender

- (1) Carefully read all parts of this Request.
- (2) Ensure you understand the Requirements.
- (3) Complete the Tender Form contained in Part 5 in all respects and attach any associated documents.
- (4) Ensure the Tender Form is signed by the authorised Tenderer's representative
- (5) Lodge the Tender as required by **clause 2.6** before the Deadline.

PART TWO – READ AND KEEP THIS PART

PART 2 CONDITIONS OF TENDERING

2.1 Definitions

In this Request, the following words and expressions have the meanings specified in the table below:

TERM	DEFINITION
Annexures	Any contract specification documents annexed to this Request.
Attachments	The documents attached by a Tenderer as part of a Tender.
Contractor	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline	The deadline for lodgement of Tenders.
General Conditions of Contract	Means the General Conditions of Contract as are contained in Part 4 of this Request.
Principal	Shire of Mingenew
Request	This Request for Tender comprising all Parts and Annexures
Requirements	All requirements, terms and conditions stipulated in this Request.
Selection Criteria	The Criteria used by the Principal in evaluating Tenders as stipulated in Part 5 of this Request.
Site	Site or sites on which works are proposed to be undertaken or goods or services provided pursuant to this Request
Special Conditions	The additional contractual terms contained in an Annexure labelled 'Special Conditions of Contract' (if applicable).
Specifications	The specifications contained in Part 3 of this Request.
Tender	The completed Tender Form, Response to the Selection Criteria and Attachments submitted by a Tenderer
Tender Documents	The documents referred to in clause 1.2
Tenderer	Someone who has or intends to submit a Tender to the Principal.

2.2 Conditions of Tendering

The Conditions of Tender are the conditions under which the Principal will receive and evaluate Tenders. The Principal may reject a Tender that does not comply with all terms of the Request.

2.3 Contact Officer

Tenderers should not rely on any information provided by any person other than the person listed below:

Name: Antoinette Krause
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com

Tenderers must direct all communications concerning this Request to the above contact.

The Principal reserves the right to:

- (a) not answer a question asked by a Tenderer; and
- (b) provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

2.4 Lodgement of Tenders by Deadline

- (1) Tenders must be received by the Principal by the Deadline.
- (2) The Deadline for this Request is **14:00** on **30 August 2021** (Western Standard Time).
- (3) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

2.5 Form of Tender

- (1) The Tenders must include the tender number and tender title and otherwise comply with the Conditions of Tendering and this Request.
- (2) The Tender document should only be signed by a representative of the Tenderer who is authorised to do so.
- (3) All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the Tender.
- (4) Tenderers are to assume that the Principal has no previous knowledge of the Tenderer's organisation, activities or experience. Tenderers should ensure that sufficient information is included in their Tender to thoroughly address the Requirements and the Selection Criteria.

2.6 Manner of Lodgement

- (1) Tenders must be submitted by email to tenders@mingenew.wa.gov.au

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- (2) If Tenderers have obtained Request documentation other than from <https://mingenew.wa.gov.au/tenders/>, they must visit <https://mingenew.wa.gov.au/tenders/> and download the Tender documentation for this Request.
- (3) In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- (4) Tenders submitted in any manner other than that described in subclause (1) **will not** be accepted.

2.7 Not Used

2.8 Disclaimer and acknowledgement

Tenderers acknowledge that:

- (a) although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- (b) lodgement of their Tender on time and in accordance with these Conditions of Tendering is entirely their responsibility; and
- (c) the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

2.9 Confidentiality of Tender Information

- (1) The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.
- (2) Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

2.10 Tender Validity Period

All Tenders will remain valid for:

- (a) a period of ninety (90) days from the Deadline; or

PART TWO – READ AND KEEP THIS PART

- (b) forty-five (45) days from the Principal's resolution for determining the outcome of this procurement process,

whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.11 Alternative Tenders

- (1) The term “**Alternative Tender**” within this Request shall mean:
 - (a) Tenders submitted and identified by a Tenderer as an “Alternative Tender”;
 - (b) Tenders submitted other than in accordance with the Requirements; or
 - (c) Tenders not submitted using the Tender Form.
- (2) All Alternative Tenders must be accompanied by a conforming Tender. Alternative Tenders will only be considered if accompanied by a conforming Tender.
- (3) Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked ‘Alternative Tender’. The document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.
- (4) The Principal may in its absolute discretion reject any alternative Tender as a non-conforming Tender.

2.12 Tenders to Inform Themselves

- (1) Tenderers will be deemed to have:
 - (a) examined this Request and any other information available in writing to Tenderers for the purpose of tendering;
 - (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
 - (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
 - (d) examined the Site and surroundings; and
 - (e) satisfied themselves they have a full set of the Tender Documents and all relevant Annexures.

2.13 Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

2.14 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

2.15 Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Request;
- (b) the Principal varies or terminates the Request;
- (c) the Principal decides not to contract for all or any of the Requirements; or
- (d) the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

2.16 Alterations

- (1) The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.
- (2) The Principal may issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

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- (3) Any addendum will be issued through <https://mingenew.wa.gov.au/tenders/> , or such other appropriate means that will reasonably ensure that all potential Tenderers are given fair and equal access to information relating to this Request.
- (4) When an addendum is issued, the Principal will send an email advising of the issuance of an addendum. Emails will be sent to the email address of persons who have expressed their interest in providing a response to the Request. Persons may register their interest in providing a response by contacting the Contact Person by email.

2.17 Price Basis

The Principal is to receive tenders in which the tendered rates will remain fixed, unless other price variation provision is available in this Request documentation.

2.18 In House Tenders

The Principal does not intend to submit an in-house Tender.

2.19 Risk Assessment

- (1) 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 any agency; and
 - (c) any information produced by the Bank, financial institution, or accountant of a Tenderer;so as to assess that Tender and may consider such materials in the assessment of Tenders.
- (2) Tenderers may be required to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to satisfy the Requirements 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 any Tenderer concerning the financial information that the Tenderer is required to provide.
- (3) The financial assessment is specifically for use by the Principal for the purpose of assessing Tenders and will be treated as strictly confidential.

2.20 Tender Opening

- (1) Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- (2) The names of the persons who submitted the Tender by the Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

2.21 Rejection of Tenders

- (1) A Tender will be rejected without consideration in the event that:
 - (a) it is not submitted before the Deadline; or
 - (b) it is not submitted in the manner specified in the Request.
- (2) A Tender may be rejected without consideration in the event that it fails to comply with any Requirements of the Request.

2.22 Evaluation of Tenders

2.22.1 Clarification of Tenders

- (1) Following the receipt of Tenders, the Principal, in its absolute discretion, may:
 - (a) use any relevant information obtained in relation to a Tender (whether through this Request, previous experience with a Tenderer, it's nominated staff or sub-contractors or by independent inquiry) in the evaluation of Tenders;
 - (b) enter into discussions or negotiations for minor variations with any one or more Tenderers; and
 - (c) seek clarification or additional information from any Tenderer.
- (2) Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- (3) The Principal may include or exclude from consideration in the evaluation of Tenders any additional information provided by Tenderers, whether received in response to a request or otherwise.

2.22.2 Evaluation Team

The Tenders will be evaluated by an evaluation team, which may include external experts, as selected by the Principal in its absolute discretion.

PART TWO – READ AND KEEP THIS PART

2.22.3 Evaluation Stages

- (1) Unless otherwise determined by the Principal in its discretion, the evaluation process will have two consecutive stages comprising:
 - (a) Evaluation Stage One: Compliance Stage
 - (b) Evaluation Stage Two: Assessment Stageas described further below.

2.22.4 Evaluation Stage One: Compliance Stage

- (1) This stage will involve scrutinising the Tenders against compliance criteria referred in Part Five of this Request.
- (2) Each Tender 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 Tender from further consideration. It is Tenderer's responsibility to ensure that all documents to support their response to Compliance Criteria are provided.
- (3) Tenderers who do not meet the compliance criteria may not be evaluated for the next stage of evaluation (Evaluation Stage Two – Selection Stage).

2.22.5 Evaluation Stage Two: Assessment Stage

- (1) This stage will involve scrutinising the Tenders against selection criteria referred in Part 5 of this Request.
- (2) A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the relevant criterion. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the selection criteria and in the overall assessment of value for money.
- (3) During the Assessment Stage the Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection where applicable.
- (4) Referees may also be contacted prior to the selection of the successful Tender.
- (5) Risk assessment of the Tenders will additionally form an integral part of the Assessment Stage.

2.23 Principal's Policies

The following policies (**Annexure D**) of the Principal may also be considered in the Assessment Stage and may affect selection of a Tender:

Purchasing Policy
Regional Price Preference Policy

The Principal's policies are available at the following links:

<https://mingenew.wa.gov.au/wp-content/uploads/2021/07/Council-Policy-Manual-current-as-at-16-December-2020-NPP211528.pdf>

2.24 Acceptance of Tenders

- (1) The Principal may accept a Tender in whole or in part.
- (2) The Principal is not bound to accept the lowest price Tender or the highest ranked Tender according to the Selection Criteria and may decline to accept any Tender.

2.25 Notification and Formation of Contract

- (1) No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.
- (2) Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.
- (3) The successful Tenderer shall then be required to execute a formal agreement in the form included in **Annexure A** with seven (7) days of receipt of the notice of acceptance.
- (4) All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

2.26 Intellectual Property

- (1) The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.
- (2) The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:
 - (a) Tender evaluation;

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- (b) negotiating and/or entering into a contract with any party for the delivery of the Principal's Requirements or similar requirements;
 - (c) managing a contract with a successful Tenderer (if any); or
 - (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- (3) All documents, materials, articles and information submitted by the Tenderer as part of, or in support of, the Tender, will become, upon submission, the absolute property of the Principal, and will not be returned to the Tenderer at the conclusion of the procurement process, provided that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.27 Confidentiality

- (1) The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- (2) The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

2.28 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's councillors or officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tender submitted by the Tenderer from consideration.

2.29 Conflict of Interest

- (1) Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.
- (2) If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.
- (3) In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:

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- (a) resolve any actual or potential conflict of interest with a Tenderer; or
- (b) reject the Tender lodged by such a Tenderer; or
- (c) take any other action it considers appropriate.

2.30 Identify of the Tenderer

- (1) The identity of the Tenderer is fundamental to the Principal.
- (2) The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 – Tender Form and whose execution appears on the Tender Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Tender.

2.32 Request for Debriefing

- (1) If requested to do so, the Principal will provide a debriefing for an unsuccessful Tenderer after either:
 - (a) a contract has been exchanged for the supply of the Requirements; or
 - (b) the Principal decides not to award a contract for the supply of the Requirements.
- (2) A Tenderer who would like a debriefing should contact the Contact Officer.

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PART 3 SPECIFICATIONS

Please Refer to the following Annexures:

Annexure B Technical Specification

Annexure C Construction Drawings

PART 4 GENERAL CONDITIONS OF CONTRACT

PART A – GENERAL

4.1 Definitions

In this Contract, except where the context otherwise requires:

‘Approval’ means any certificate, licence, consent, permit, approval, authority or requirement of any Authority or any organisation having jurisdiction in connection with the provision of the Work under the Contract.

‘Australian Statistician’ means the person appointed as the 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.

‘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.

‘Clause’ means a clause of these General Conditions unless otherwise indicated.

‘Completion’ means that stage in the carrying out and completion of the Works when the Principal determines that the Works are complete and meet the requirements of this Contract except for Minor Defects and all certificates, documents, warranties, guarantees and other information which, in the Principal’s opinion, are essential for the use, operation and maintenance of the Works have been supplied to the Principal.

‘Completion Certificate’ means in relation to Works, a certificate issued by the Principal under **clause 4.63** evidencing the Date of Completion.

‘Completion Date’ means the date for Completion specified in the Contract Details.

‘Confidential Information’ means all of the Principal’s information which:

- (a) is disclosed or otherwise made available to, 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);
- (c) is in oral or visual form, or is recorded or stored in a Document, and includes this Contract,

but does not include information which:

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- (d) is or becomes generally and publicly available other than as a result of a breach of this 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.

‘Construction Contracts Act’ means the *Construction Contracts Act 2004* (WA).

‘Construction Schedule’ means a written statement showing the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed, which shall be deemed a Contract Document.

‘Consumer Price Index’ means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

‘Contamination’ has the meaning given to “contaminated” in section 4 of the *Contaminated Sites Act 2003*.

‘Contract’ means the contract comprising:

- the Request;
- the Tender;
- all written variations and clarifications agreed by the Principal and the Tenderer;
- any letter of intention to award a contract to the successful Tenderer;
- the Letter of Acceptance;
- any Instrument of Agreement; and,
- the Purchase Order(s).

‘Contract Details’ means the contract information in **Schedule 1** to these General Conditions.

‘Contract Price’ means the prices or rates specified as such in the Contract Details but excluding any additions or deductions, which may be required to be made pursuant to this Contract.

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‘Contractor’ means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

‘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 representatives of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

‘Contractor’s Representative’ is the person named as such in the Contract Details or any replacement person notified to the Principal.

‘Contractor’s Technical Material’ means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b) of this definition.

‘Date of Completion’ means the date determined by the Principal’s Representative (acting reasonably) as the date upon which Completion was reached as may be evidenced in the Completion Certificate.

‘Defect’ means:

- (a) any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Work under the Contract; or
- (b) any aspect of the Work under the Contract which is not in accordance with the requirements of this Contract,

and **“Defective”** shall have a corresponding meaning.

‘Defects Liability Period’ means the period of time beginning on the Date of Completion and ending on the expiry of the time stated in the Contract Details.

‘Design Documents’ means the drawings, specifications and other design documents required by this Contract and created (or, where the context requires, to be created) by the Contractor for the delivery of the Works in accordance with the Requirements of this Request.

‘Dispute’ means any dispute or difference between the Parties arising in connection with the subject matter of this Contract.

‘Document’ includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program,

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computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

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

‘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 this Contract, which, in the case of the Contractor, is critical to the Contractor completing the Works by the Completion Date:

- (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 this Contract,

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

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

‘Framework Agreement’ means a Contract designated as such in the Contract Details.

‘Good Industry Practice’ means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a Professional Contractor;
- (b) compliance with applicable standards and codes being the standards and codes specified in the Contract or if not specified, the standards and codes as would be applied by a Principal in the circumstances; and
- (c) compliance with applicable Legal Requirements.

‘Goods’ means any goods or materials supplied or required to be supplied in the provision of the Work under the Contract.

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‘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.

‘Insurance’ means the insurances which the Contractor is required to obtain under **clause 4.40** and the Contract Details.

Insurance End Date means the Date of Completion or such other date as specified by the Principal.

‘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.

‘Intended Purpose’ means the intended purpose of the Work under the Contract as stated in this Contract or as could be reasonably inferred from this Contract by a Professional Contractor.

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

‘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 customary law and equity.

‘Legal Requirement’ means:

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

‘Liquidated Damages’ means the liquidated damages payable pursuant to **clause 4.17** in the amount described in the Contract Details.

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'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.

'Minor Defects' means Defects which do not prevent the Works from being reasonably capable of being used for their stated purpose and which can be rectified by the Contractor without prejudicing the convenient use of the Works by the Principal.

'Order' means a purchase order from the Principal to the Contractor which requires the supply of specific Work under the Contract under this Contract where this Contract is a Framework Agreement.

'Person' includes a natural person or persons, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency.

'Party' means the Principal and/or the Contractor (as the context requires).

'Plant and Equipment' means all materials, plant, equipment, tools, vehicles and machinery necessary and incidental to the performance of the Contractor's obligations under this Contract.

'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' means the Shire of Mingenew.

'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 the Contract Details or any replacement person notified to the Contractor.

'Principal's Technical Material' means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

'Professional Contractor' means a contractor with skill and experience in, and the expertise and resources necessary to carry out and complete work of a similar nature to the Work under the Contract.

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‘Progress Claim’ means a document in a form approved by the Principal evidencing the provision of the Works and which includes the information set out in the Contract Details.

‘RCTI Agreement’ means an agreement in the form provided by the Principal pursuant to which the Parties have agreed that the Principal will issue Recipient Created Tax Invoices in respect of all Goods and/or Services supplied in the provision of the Works.

‘Recipient Created Tax Invoice (or RCTI)’ has the meaning prescribed in the GST Law.

‘Requisition’ means any order, direction, requisition, notice or other requirement issued by an Authority in relation to the Work under the Contract or the Site;

‘Schedule of Rates’ means any schedule of rates included in the Tender accepted by the Principal.

‘Security’ means the security specified in Item 11 of the Contract Details.

‘Services’ means services required to be provided by the Contractor in undertaking the Work under the Contract.

‘Site’ has the meaning given in the Contract Details.

‘Special Conditions’ the additional contractual terms (if any) specified in Schedule 2 to these General Conditions.

‘Specification’ means the technical specification for the Work under the Contract contained in Part 3 of this Request.

‘Start Date’ has the meaning given in the Contract Details.

‘Subcontractor’ means any person engaged by the Contractor in connection with the provision of the Work under the Contract 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.

‘Technical Material’ includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

‘Tender’ means the offer submitted by the Contractor to supply the Work under the Contract and includes associated documentation.

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‘Tenderer’ means a Person who offers to deliver the Principal's Requirements by submitting a Tender.

‘Variation’ means any change to the Work under the Contract, including any addition to, reduction in, omission from or change in the extent or quality of the Work under the Contract.

‘Variation Form’ means a notice substantially in the form set out in Schedule 3 under which the Principal has directed a Variation in accordance with clause 4.18.

‘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 this Contract.

‘Work under the Contract’ means all of the Goods (if any) and all of the Services (if any) and all of the Works (if any) the Contractor is required to provide, as specified in the Contract Details, in accordance with this Contract.

‘Works’ means any physical works to be carried out, completed and handed over by the Contractor in accordance with the Specification and this Contract, including Variations provided for by this Contract.

4.2 Interpretation

In this Contract (unless the context otherwise requires):

- (a) a reference to this Contract means this 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 sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (h) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;

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- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise or undertaking on the part of 2 or more persons binds them jointly and severally; and
- (k) no rule of construction applies to the disadvantage of a Party on the basis that the Party drafted this Contract or any part of it.

4.3 Order of Precedence

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

- (a) the Conditions of Tendering;
- (b) the Specifications;
- (c) the Special Conditions;
- (d) the General Conditions of Contract; and
- (e) the Tender Form.

4.4 Contractor's General Obligations

The Contractor agrees with the Principal:

- (a) to perform its obligations under this Contract in a competent and professional manner and to ensure that all staff employed by the Contractor and subcontractors to perform required work are appropriately qualified, skilled and supervised to ensure that the services are provided or the contract completed in a timely and satisfactory manner;
- (b) to comply with any reasonable requests by the Principal in relation to the performance of the Contractor's obligations;
- (c) to accept responsibility for all matters in connection with the employment of its staff including all insurance cover required by law; and
- (d) at its own expense comply with the Requirements of this Request and all relevant Legal Requirements.

4.5 Representatives

- (1) Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.

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- (2) The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in **clause 4.30** or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- (3) The Contractor's Representative is responsible for the quality, timeliness, cost and completion of the Work under the Contract in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

4.6 Notices

- (1) Any notice or other communication under this Contract shall be in legible writing, in English and shall be given or served by:
 - (a) hand delivery or prepaid post to the address of the recipient specified in this 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 this 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 this 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.
- (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, four 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.

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- (3) In this **clause 4.6**, reference to a recipient includes a reference to a recipient's officers, agents or employees.

4.7 Complying with Legal Requirements

- (1) The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Contractor's performance of this Contract and the delivery of the Work under the Contract.
- (2) Without limiting in any way the generality of the foregoing, 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 this Contract.
- (3) If a Legal Requirement is inconsistent with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Work under the Contract or the manner in which it must be undertaken, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and cost and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

4.8 Safety Obligations

- (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.
- (2) The Contractor must ensure that the Work under the Contract is undertaken and completed in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel undertake any work in a safe manner.
- (3) The Contractor must:
- (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident, injury or property damage which occurs during delivery of the Work under the Contract and which is notifiable under any Legal Requirement; and
 - (b) provide the Principal with any further information when requested by the Principal.
- (4) The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the provision of the Work under the Contract.

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- (5) 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 4.8**.
- (6) In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Site over which it has control:
 - (a) the Principal's Personnel;
 - (b) the Contractor's Personnel; and
 - (c) the public.
- (7) The Contractor must comply with any order, notice, direction or other requirement issued by WorkSafe WA in relation to the Work under the Contract or the Site.
- (8) The Contractor shall additionally comply with any Health and Safety Instructions to Contractors contained in this Request.

4.9 Assignment and Subcontracting

- (1) The Contractor shall not:
 - (a) assign this Contract, or any part thereof or any payment thereunder; or
 - (b) subcontract the whole or any part of this Contract,without the Principal's prior written approval, which may be withheld in the absolute discretion of the Principal.
- (2) The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.
- (3) The Principal may, without the Contractor's consent, assign or novate this Contract or assign any payment or any other right, benefit or interest under this Contract to another local government.

4.10 Compliance with directions

The Contractor must, and must ensure the Contractor's Personnel, comply with all directions given by the Principal's Representative or any person authorised by Law in connection with the performance of the Contractor's obligations and delivery of the Work under the Contract.

4.11 Indemnity

- (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:

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- (a) the Contractor undertaking the Works under the Contract;
- (b) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
- (c) any Contamination;
- (d) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel;
- (e) any breach of a Legal Requirement;
- (f) any breach of equitable duty, including breach of confidentiality or a breach of fiduciary duty; and
- (g) any claim made by a third party 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,

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.

- (2) The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this **clause 4.11**.

4.12 Intellectual Property Rights

- (1) The Contractor warrants that the Work under the Contract and any design, documents or methods of working provided by the Contractor does not infringe any Intellectual Property Right.
- (2) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (3) All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under this 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.
- (4) Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Work under the Contract and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.
- (5) All Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (6) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights

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associated with the Work under the Contract and any documentation provided pursuant to this Contract.

4.13 Orders

If this Contract is a Framework Agreement, the following sub-Clauses apply:

- (a) The Principal:
 - (i) may require the Contractor to provide Work under the Contract from time to time by giving the Contractor an Order; and
 - (ii) may order requirements of any one type or item of the Work under the Contract either in one single lot or instalments or in such quantities as may be required.
- (b) Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
 - (i) 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
 - (ii) 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.
- (c) If the Contractor:
 - (i) gives notice pursuant to subclause (b), 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 this Contract; or
 - (ii) does not give notice pursuant to subclause (b) the Contractor must perform its obligations under the Order in accordance with this Contract.
- (d) If, pursuant to a notice issued under subclause (b), 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:
 - (i) the contract price applicable to that Order and such contract price will deemed to be the Contract Price for that Order; and

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- (ii) 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.
- (e) The Principal is not obliged to issue Orders or otherwise purchase Work under the Contract.
- (f) 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 Work under the Contract undertaken prior to the date the cancellation is notified to the Contractor.

4.14 Conduct of Staff

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 Works separate from or additional to the Contract Price payable to the Contractor;
- (c) perform the Works in a careful manner and with as little disturbance as is practicable;
- (d) do not cause any damage to any property; and
- (e) obey all relevant Acts, regulations and local laws.

4.15 Plant and Equipment

- (1) The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for performance of the Contractor's obligations under this Contract.
- (2) The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with delivery of the Work under the Contract are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- (3) The Contractor is responsible for any loss or damage to its Plant and Equipment sustained in the course of undertaking the Work under the Contract.

4.16 Time for Performance and Extensions of Time

- (1) The Contractor must achieve Completion of the Work under the Contract by the Completion Date. In this respect time shall be of the essence under this Contract.

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- (2) Subject to subclauses (4), (5) and (6), if the Works are unlikely to be completed by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
- (a) breach by the Principal of its obligations under this 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 this Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of this Contract under **clause 4.19**, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
 - (e) a Variation being granted under **clause 4.18**.
- (3) The Contractor may only claim an extension to the Completion Date if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;
 - (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
 - (c) the Contractor or the Contractor's Personnel did not cause the delay, whether by breach of this Contract or otherwise.
- (4) The Contractor's claim for an extension to the Completion Date must:
- (a) be made within 10 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 Completion Date is based.
- (5) If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time relates to an event listed in subclause (2); and
 - (b) subclauses (3) and (4) have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in subclause (2) (as determined by the Principal, acting reasonably).

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- (6) The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:
- (a) any time that the Principal directs a Variation; or
 - (b) at any 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 Completion Date. The Contractor acknowledges that the mechanism in this subclause (6) 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 4.16**; 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 subclause (6).
- (7) If the Principal, acting reasonably considers 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 for extension of time that the Completion Date remains unchanged.
- (8) If the Contractor fails to obtain approval of the Principal to a requested extension of time, the Contractor will have no entitlement to an extension of time of the Completion Date.
- (9) If an extension of time is granted in accordance with this **clause 4.16**, provided that those costs are not also reimbursable pursuant to **clauses 4.18** or **4.19**, 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.

4.17 Liquidated Damages

- (1) Subject to **clauses 4.16**, **4.18** and **4.19**, if the Contractor does not perform or provide the Works by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:
- (a) the date the Works achieve Completion; or

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- (b) termination of this Contract.
- (2) If an extension of time is granted in accordance with **clause 4.16** after the Contractor has paid or the Principal has set off the Liquidated Damages payable under subclause (1), the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- (3) The payment of Liquidated Damages will not relieve the Contractor from any of its obligations and liabilities under this Contract.
- (4) Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- (5) The Principal may recover the amount of Liquidated Damages:
 - (a) on demand from the Contractor; or
 - (b) by deducting such amount from any amount owed to the Contractor by the Principal,after the lapse of the Completion Date.
- (6) The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this **clause 4.17** represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Work under the Contract is not supplied and/or completed by the relevant Date for Completion and such sums shall not be construed as a penalty.

4.18 Variation

- (1) A direction to the Contractor to perform a Variation may only be effected in accordance with this **clause 4.18**.
- (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.
- (3) If a Variation requires the omission of Work under the Contract, the Principal's Representative may have the omitted Work under the Contract provided by others or not as the Principal sees fit.
- (4) The Variation Proposal must specify:

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- (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
 - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- (5) Following receipt of the Variation Proposal by the Principal, subject to subclause (2), the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- (6) The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- (7) The Contractor acknowledges and agrees that, subject to subclause (10), the Principal or the Principal's Representative may direct the Contractor in accordance with subclause (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 relevant Completion Date.
- (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 subclause (13).
- (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.
- (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 this Contract prescribes rates or prices to be applied in respect of the Works, those rates or prices must be used; or
 - (ii) if subclause 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 Completion Date,

then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- (11) A Variation does not invalidate this Contract.

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- (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 this **clause 4.18** or elect not to direct a Variation.
- (13) A direction is not a Variation unless a Variation Form has been signed by the Principal.

4.19 Suspending this Contract

- (1) The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- (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 this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- (3) Where the suspension of this 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 this Contract. For the avoidance of doubt, such costs must not include Consequential Loss.
- (4) If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with subclause (1) (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date are extended by the period of that suspension.
- (5) The remedies set out in subclauses (3) and (4) are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

4.20 Warranties

The Contractor shall obtain all warranties specified in this Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the warranties.

4.21 Variation to Contract Terms

None of the terms of this Contract shall be varied, waived, discharged or released either under any Legal Requirement, except by the express written agreement of the Principal.

4.22 Price Basis

- (1) Unless stated elsewhere in this Request, the Contract Price for the Work under the Contract shall be fixed for the term of the Contract and not subject to rise and fall.

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- (2) The Contract Price for the Work under the Contract should be stated in the following terms:
 - (a) price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) total price including GST.
- (3) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.
- (4) Unless otherwise indicated the Contract Price shall include all disbursements, allowances, sites visits, printing, plotting, delivery, and all applicable fees, levies, duties, taxes and charges. Any charge not stated in the Tender as being additional, and accepted by the Principal as such, will not be allowed as a charge for any transaction under any resultant Contract.

4.23 Currency

In this Contract, a reference to “\$” or “dollars” is a reference to Australian dollars.

4.24 Payment and Invoicing

- (1) Subject to **clause 4.48**, in consideration of the Contractor providing the Work under the Contract the Principal shall pay to the Contractor the Contract Price in accordance with this clause.
- (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 a Progress Claim or if the Principal directs, an Invoice.
- (3) A Progress Claim and any Invoice must include all details set out in the Contract Details.
- (4) Upon approval of a Progress Claim or Invoice by the Principal:
 - (a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to ‘Invoice’ in the remainder of this clause should be taken to include RCTI where applicable; or
 - (b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Work under the Contract that is the subject of the approved Progress Claim or Invoice.
- (5) Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Progress Claims or Invoices that

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comply with subclause (3) within 20 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 Progress Claim or 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 Progress Claim or 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.
- (6) A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Work under the Contract the subject of the Progress Claim or Invoice was to the satisfaction of the Principal, but will only be taken to be payment on account.
- (7) Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.
- (8) The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

4.25 Confidential Information and Publicity

- (1) The Contractor must not advertise, publish or release to the public:
- (a) any Confidential Information; or
 - (b) other information concerning the Work under the Contract, or this Contract, without the prior written approval of the Principal.
- (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 this Contract; or
 - (b) disclose the Confidential Information:

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- (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
 - (ii) where disclosure is required by Law (including disclosure to any stock exchange).
- (3) The rights and obligations under this **clause 4.25** continue after the Completion Date Date.

4.26 Goods and Services Tax

- (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.
- (2) Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply ('**GST Exclusive Consideration**') except as provided under this Clause.
- (3) Any amount referred to in this Contract (other than an amount referred to in subclause (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.
- (4) To the extent that GST is payable in respect of any supply made by a Party ('Supplier') under or in connection with this Contract, the consideration to be provided under this 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.
- (5) The recipient must pay the additional amount payable under subclause (4) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (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 subclause (4) or at such other time as the Parties agree.
- (7) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this 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 subclause (5), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

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- (8) If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this 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 subclause (4).

4.27 Consequential Loss

In relation to Consequential Loss:

- (a) subject to **clause 4.11** and subclause (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) subclause (a) does not exclude liability of the Contractor for Consequential Loss, if, but for subclause (a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

4.28 Force Majeure Event

- (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 this Contract ('Affected Obligations') and must either:
 - (a) to the extent practicable, specify in the notice the length of delay in the Completion Date 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.
- (2) The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- (3) 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.
- (4) If a Force Majeure Event continues to affect the supply of any Goods and/or Services or construction of the Works for a continuous period of 180 days, the Principal may terminate this 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 this Contract being terminated.

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4.29 Damage to Property

- (1) If the Contractor or the Contractor's Personnel damage property, including property on or adjacent to the Site, the Contractor must promptly:
 - (a) make good the damage; and
 - (b) pay any compensation which the Contractor is required to pay under the Contract or under any Legal Requirement.
- (2) If the Contractor fails to comply with an obligation under subclause (1), the Principal may, in addition to any other remedy which the Principal may have, perform or have performed that obligation on the Contractor's behalf and any cost incurred by the Principal will be a debt due and payable by the Contractor.

4.30 Settlement of Disputes

- (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**').
- (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.
- (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.
- (4) Within 10 Business Days of receipt of the response referred to in subclause (3), the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- (5) If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with subclause (4), either Party may initiate proceedings in a court of competent jurisdiction.
- (6) Either Party may, with the agreement of the other Party, at any time, refer the Dispute to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this 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.

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- (7) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2012*.
- (8) The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (9) Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

4.31 Termination of Contract

- (1) If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- (2) The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 10 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
 - (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
 - (b) the cost of materials and equipment reasonably ordered by the Contractor for the construction of the Works or provision of the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,and shall have no further liability to the Contractor.
- (3) If the Contractor:
 - (a) subject to **clause 4.28**, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this 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) **(being a corporation)** goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is

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appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;

- (c) **(being a natural person)** commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
- (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;
- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) the Contractor's Personnel:
 - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
 - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

then the Principal may by notice in writing to the Contractor immediately terminate this Contract and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

- (4) 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 subclause (3) and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- (5) When this Contract is terminated, the Contractor must 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.
- (6) The termination of this Contract does not affect:
 - (a) any rights of the Parties accrued before the Completion Date; and

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- (b) the rights and obligations of the Parties under this Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

4.32 Waivers and Amendments

- (1) This Contract may only be amended, or its provisions waived, in writing by the Parties.
- (2) No forbearance, delay or indulgence by the Principal in enforcing the provisions of this 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.

4.33 No Fettering of Principal's Powers

It is acknowledged and agreed that this Contract does not fetter or restrict the power or discretion of the Principal in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Contractor.

4.34 Counting of Days

Where under any provision of this Contract any notice is to be given, any payment made or anything else must be done in a stated period of days, the stated number of days will exclude Saturdays, Sundays and public holidays. The days comprising any period of days computed in accordance with this clause are deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause.

4.35 No Partnership or Relationship

- (1) Nothing in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor (or principal of an independent contractor and the employee of such a contractor as the case may be).
- (2) Without limiting the generality of subclause (1), the Contract shall not be construed as creating between the Principal and the Contractor, or between the Principal and any employee of the Contractor, a relationship of:
 - (a) master and servant;
 - (b) principal and agent; or
 - (c) employment or trust.
- (3) The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Principal, and the Contractor indemnifies the Principal, and must keep the Principal indemnified against any Claim incurred as a result of doing so.

4.36 Entire Agreement

- (1) To the extent permitted by Law, this 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 this Contract.
- (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 Works, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

4.37 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 this Contract.

4.38 Reporting

The Contractor must keep the Principal fully informed on all aspects of the delivery of the Works and must supply on request:

- (a) progress reports on the performance of the Contractor's obligations in such detail as will allow the Principal to ascertain whether such is in conformity with this Contract; and
- (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Works under the Contract.

4.39 Agency

The Contractor must not:

- (a) hold itself out as being an agent of the Principal or being in any other way entitled to make any contract on behalf of the Principal or to bind the Principal to the performance, variation, release or discharge of any obligation; or
- (b) hold out its employees or agents, or allow its employees or agents to hold themselves out, as being employees or agents of the Principal.

4.40 Insurance

4.40.1 General requirements

- (1) The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurance:

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- (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.
- (2) The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- (3) Without limiting subclause (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 4.40** if it lapses or if cover is exhausted.
- (4) To the extent available at the times of placement and each renewal, 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) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (c) 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;
 - (d) provide, where the Principal is entitled to cover 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,
 - (e) 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.

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- (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 this Contract.
- (6) 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.
- (7) The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- (8) The Contractor must ensure that its subcontractors are insured as required by this **clause 4.40**, 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.
- (9) 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 this Contract is current by providing to the Principal current and updated Certificates of Insurance or the terms and conditions (including schedules) of the Insurances, to demonstrate compliance with this Contract. Nothing in this clause will be construed as providing 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.
- (10) If the Contractor fails to procure and maintain the Insurance in accordance with this 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.
- (11) Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- (12) The Contractor must:
 - (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this 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.
- (13) 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 this 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 this Contract before the insurer considers or meets the relevant claim.

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- (14) The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.
- (15) Insurances shall be provided in the amount and in accordance with any details stipulated in the Contract details and otherwise in accordance with this **clause 4.40**.

4.40.2 Public liability insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain public liability insurance. The public liability policy must:
 - (a) be endorsed to note the Principal for their respective rights and interests in relation to this Contract;
 - (b) be for an amount of not less than \$50 million for any one event and unlimited in the amount of occurrences;
 - (c) include a cross liability endorsement extending the policy to operate in the same manner as if there was a separate policy of insurance covering each Party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (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 this Contract by the Contractor; and
 - (e) be endorsed:
 - (i) to cover the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract;
 - (ii) to cover sudden and accidental pollution; and
 - (iii) to provide waiver of subrogation in favour of the Principal in relation to this agreement where the Principal is not a named insured.

4.40.3 Workers compensation insurance

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- (1) The Contractor shall insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover shall be obtained prior to the Start date and shall be maintained until completion of all Work under the Contract. The insurance policy or policies shall be extended to provide indemnity for the Principal's statutory liability to the Contractor's employees.
- (2) In the event that the Contractor is a sole trader and no workers compensation policy is in place, the contractor must insure against the loss of income and illness by the purchase of income protection or salary continuance policy.

4.40.4 Professional indemnity insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain professional indemnity insurance. The professional indemnity policy must:
 - (a) be for not less than \$5M in respect of any one claim and not less than \$5M in the aggregate for all claims arising in any one 12 month period of insurance;
 - (b) include one full automatic reinstatement of the limit of liability;
 - (c) cover liability arising from any act or omission in connection with or arising out of the professional activities and duties under this Contract; and
 - (d) cover claims in respect of this Contract under the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

4.40.5 Works insurance

- (1) The Contractor in the joint names of the Contractor, the Principal and all sub-contractors (insured) for their respective rights and interests must have or effect insurance under a contractors all risk insurance policy or policies which must cover the whole of the Works including any associated temporary works and including material incorporated or to be incorporated in there, the property of the insured or for which they are responsible and while on or adjacent to the Site regarding loss, destruction or damage of or to the property insured for the full reinstatement and replacement cost.
- (2) The sum insured must consider the full Contract Sum with an amount for escalation costs as incurred during any period of reinstatement and replacement during the period up to the Date of Completion of the Works.

4.41 Industrial Awards

- (1) With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial

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awards, industrial agreements and orders of courts or industrial tribunals applicable to the Work under the Contract.

- (2) Failure by the Contractor to comply with subclause (1) hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

4.42 Governing Law

This 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 this Contract or its subject matter or formation (including non-contractual disputes).

4.43 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) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

4.44 Construction Contracts Act

- (1) The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.
- (2) If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.
- (3) The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the *Construction Contracts Act*.

4.45 Personal Property Securities Act

- (1) For the purposes of this **clause 4.45**:

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- (a) the 'Principal's Personal Property' means all personal property the subject of a security interest granted under this Contract; and
 - (b) words and phrases used in this **clause 4.45** that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- (2) If the Principal determines that this 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.
- (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.
- (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.
- (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;

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- (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 Works; 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.
- (6) Everything the Contractor is required to do under this **clause 4.45** is at the Contractor's expense.
- (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 4.45** 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.

4.46 Application of this Contract

This Contract applies to the performance of the Contractor's obligations under this Contract whether performed before, on or after the Start Date.

4.47 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 the Principal or the successors of the Principal under the restructure.

4.48 Deduction of Charges or Debts

- (1) Without limiting the Principal's rights under this Contract any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal and if such moneys are insufficient for this purpose, then from the Contractor's security or retention under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- (2) The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

4.49 Environmental Activities

Without limiting **clause 4.7**, the Contractor must in providing the Work under the Contract:

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- (a) ensure that any Work under the Contract affecting the Environment is carried out in accordance with the *Local Government Act 1995* (WA) or other relevant Legal Requirements, including the *Environmental Protection Act 1986* (WA); and
- (b) complies with all Approvals and conditions of such Approvals.

4.50 Severability

In the event any part of this Contract is held by a court of law to be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) severed from this Contract to the extent of the invalidity or unenforceability,

and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

PART B – Works

4.51 Performance

- (1) The Contractor must at its cost perform and complete the Works (including all design, mobilisation and demobilisation) by the Completion Date and in accordance with:
 - (a) this Contract;
 - (b) Good Industry Practice; and
 - (c) all Legal Requirements.
- (2) The Contractor must ensure that the Works when Completed will be fit for the Intended Purpose and in accordance with the Requirements including the Specifications of this Request.
- (3) The Contractor must provide all labour, tools, plant, materials and services for the proper completion of the Works to ensure completion with all due expedition. The Contractor must remain responsible for all construction techniques, methods, sequences and procedures.
- (4) Unless otherwise provided in the Contract, the Contractor shall use suitable new materials and proper and tradesmanlike workmanship in constructing the Works.

4.52 Site Risks

- (1) The Contractor warrants that before the Start Date the Contractor has had access to the Site, carried out its own inspections of the Site and the Environment, and has conducted its own enquiries in order to establish, understand and satisfy itself as to the nature and status of:

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- (a) the Site and the Environment; and
- (b) all risks and contingencies associated with the Site and the Environment,

or has chosen not to carry out any inspections or conduct its own enquiries, as the case may be, in which case the Contractor acknowledges that there will be no adjustment to the Contract Price or Completion Date, except as expressly stated in this Contract.

- (2) The Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of the physical conditions and characteristics of the Site and the Environment.
- (3) Without limiting subclauses (1) and (2), the Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of, or in connection with, all Contamination in, under or around the Site and the Environment which came into existence after the Start Date.

4.53 Protection of People and Property

- (1) The Contractor shall in undertaking the Works:
 - (a) take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance.
- (2) If the Contractor damages property, the Contractor shall promptly rectify the damage at its own cost and pay any compensation which the law requires the Contractor to pay.
- (3) If the Contractor fails to comply with an obligation under this clause, the Principal, after the Principal's Representative has given reasonable written notice to the Contractor and in addition to the Principal's other rights and remedies, may engage a third party contractor to undertake any required works. The cost thereby incurred shall be reimbursed by the Contractor to the Principal.
- (4) If urgent action is necessary to protect the Works, other property or people and the Contractor fails to take the action required, in addition to any other remedies of the Principal, the Principal's Representative may undertake the necessary action. The costs of such remedial actions undertaken by the Principal shall be reimbursed from the Contractor to the Principal and may be deducted from any payments due to the Contractor or from retention or security monies.

4.54 Contractor Warranties

The Contractor represents and warrants to the Principal that the Contractor will:

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- (a) at all times, be suitably qualified and experienced, and must exercise the skill, care and diligence to be expected of a Professional Contractor in the delivery and Completion of the Works (including all design);
- (b) develop and complete the Design Documents so that the Design Documents are accurate, suitable, appropriate and adequate for the Intended Purpose taking into account the Site and the Environment; and
- (c) perform and complete the Works in accordance with the Design Documents so that when completed, the Works will be fit for the Intended Purpose and be in accordance with this Contract.

4.55 Access to Site

4.55.1 Possession

- (1) The Principal shall, before the Start Date, give the Contractor possession of sufficient area of the Site for commencement of the Works on the Site. If the Principal has not given the Contractor possession of the whole Site, the Principal shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out the Works.
- (2) Possession of the Site shall confer in the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out Work under the Contract and shall exclude camping, residential purposes and any purpose not connected with the Work under the Contract, unless approved by the Principal's Representative.

4.55.2 Access for the Principal and Others

- (1) The Principal and the Principal's Personnel may at any time after written or verbal notice to the Contractor, have access to any part of the Site for any purpose. The Contractor shall permit persons engaged by the Principal to carry out work on the Site other than the Works and shall cooperate with them. The Principal shall give to the Contractor the names and roles of the persons so engaged.
- (2) The Contractor shall at all reasonable times give the Principal's Representative access to the Works.
- (3) The Principal shall ensure that none of the persons referred to in this subclause impedes the Contractor.

4.55.3 Minerals, fossils and other relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value, found on the site shall be and remain the property of the Principal. Immediately upon the discovery of these things the Contractor shall:

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- (a) take precautions to prevent their loss, removal or damage; and
- (b) give the Principal written notice of the discovery.

4.55.4 Compliance with heritage requirements

- (1) Where the Principal has notified the Contractor that the works are subject to section 18 of the *Heritage of Western Australia Act 1990* conditions, or other requirements, the Contractor shall comply with these requirements.
- (2) All costs so incurred by the Contractor shall be assessed by the Principal and added to the Contract Price, except for any requirements already included in the Specifications.

4.56 Setting out the Works

4.56.1 Setting Out

The Principal shall give the Contractor the data, survey marks and like information necessary for the Contractor to set out the Works, together with those survey marks specified in the Contract. Thereupon the Contractor shall set out the Works in accordance with the Contract.

4.56.2 Errors in Setting Out

- (1) The Contractor shall rectify every error in the position, level, dimensions or alignment of any Works after promptly notifying the Principal and unless the Principal within 3 days directs otherwise.
- (2) If the error was caused by incorrect data, survey marks or information given by the Principal, the cost incurred by the Contractor in rectifying the error shall be assessed by the Principal and added to the Contract Price.

4.56.3 Care of Survey Marks

- (1) The Contractor shall keep in their true positions all survey marks supplied by the Principal.
- (2) The Contractor shall reinstate any survey mark disturbed, after promptly notifying the Principal and unless the Principal's Representative within 3 days directs otherwise.
- (3) If the disturbance was caused by the Principal, its agent, or representative, the cost incurred by the Contractor in reinstating the survey mark shall be assessed by the Principal's Representative and added to the Contract Price.

4.57 Construction Schedule

- (1) The Contractor shall give the Principal reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Principal.

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- (2) The Principal and the Principal's Representative shall not be obliged to give any information, materials, documents or instructions earlier than the Principal or Principal's Representative, as the case may be, should reasonably have anticipated at the date of acceptance of tender.
- (3) The Principal's Representative may direct in what order and at what time the various stages or portions of the Works shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Principal's Representative written notice with the reasons.
- (4) The Contractor shall give the Principal a construction schedule for completion of the Requirements within 10 days of commencement of the Contract. The construction schedule shall show the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed and shall be deemed a Contract document. The construction schedule shall include times for inspection of the Works by the Principal and the Contractor shall provide sufficient notice to the Principal's Representative to allow Principal's reasonable time to arrange inspections.
- (5) The Contractor shall not, without reasonable cause, depart from the construction schedule.

4.58 Hours of Work

The normal hours of work on the Site shall be between 7:00am - 5:00pm on weekdays (i.e. Mondays to Fridays) excluding public holidays. Prior approval of the Principal's Representative must be obtained should the Contractor wish to work outside these hours and the Principal's representative's refusal of any such request shall not constitute any grounds whatsoever for a claim for additional time or costs.

4.59 Responsibility for the Works

The Contractor shall be responsible for care of the Works, and for any plant or equipment brought onto the Site by a Subcontractor, from the Start Date until the Date of Completion, at which time responsibility for the care of the Works shall pass to the Principal. If loss or damage occurs to the Works during the period for which the Contractor is responsible for care of the Works, the Contractor shall at its cost, rectify such loss or damage, save that the Contractor shall not be responsible for any loss or damage caused by or arising from any negligent act or omission of the Principal or the Principal's Personnel.

4.60 Covering up of Works

- (1) The Contractor is to give the Principal sufficient notice of its intention to cover up any Works, in order to allow the Principal reasonable time to arrange prior inspection. If this is not given, the Principal may direct for the works to be uncovered for inspection and subsequently made good. Any attributable costs or delay shall be borne by the Contractor.

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- (2) Where reasonable notice of the Contractor's intention to cover up Works has been given, and the Principal subsequently requires Works to be uncovered for inspection, then any attributable costs or delay will be borne by the Principal, except where the inspection or test shows that the work, materials or goods are not in accordance with the requirement of the contract, in which case the costs and delay will be borne by the Contractor.

4.61 Cleaning Up

- (1) The Contractor shall keep the Site and the Works clean and tidy at all times and regularly remove rubbish and surplus material.
- (2) Within 14 days after the Date of Completion, the Contractor shall remove temporary works and construction plant. The Principal's Representative may extend the time to enable the Contractor to perform remaining obligations.
- (3) If the Contractor fails to comply with the preceding obligations in this clause, the Principal's Representative may direct the Contractor to rectify the non-compliance and the time for rectification.
- (4) If:
 - (a) the Contractor fails to comply with such a direction; and
 - (b) that failure has not been made good within 5 days after the Contractor receives written notice from the Principal's Representative that the Principal intends to have the subject work carried out by others,

the Principal may have that work so carried out and the Principal's Representative shall certify the cost incurred as moneys due from the Contractor to the Principal. The rights given by this paragraph are additional to any other rights and remedies.

4.62 Procedure for Completion tests

- (1) The Contractor must prepare and perform the Completion tests where required by this Contract or the Specifications. The Contractor will be fully responsible for the proper conduct and results of the Completion tests.
- (2) The Contractor must provide to the Principal full and substantiated test results for all Completion tests by the earlier of:
 - (a) 5 Business Days after completion of the relevant test; or
 - (b) the date required (if any) under the Specification or Construction Program.
- (3) Except:
 - (a) with the prior written consent of the Principal; or

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- (b) to the extent necessary to comply with subclause (4)(a),

the Contractor must not adjust (and will not allow the adjustment of) any part of the Works following completion of any Completion test.
- (4) If the whole or any part of the Works fails to pass a Completion test, the Contractor must:
 - (a) promptly execute such work of replacement, amendment, reconstruction, rectification and make good any Defects, failures, imperfections or other faults as may be required to ensure that all Completion tests are satisfied;
 - (b) be responsible for all costs and expenses incurred or sustained (including the cost of the Completion tests being borne by the Contractor); and
 - (c) if so required by the Principal, submit to the Principal for its review, details of the work which it proposes to execute.
- (5) If the Contractor fails to perform any Completion test in accordance with this Contract:
 - (a) the Principal is to provide notice to the Contractor stating:
 - (i) the Contractor's failure to perform the Completion test; and
 - (ii) that the Contractor has 5 Business Days, or as otherwise agreed with the Principal at the Principal's absolute discretion, from the date of the notice to perform the Completion test;
 - (b) if the Contractor fails to satisfy the requirement in subclause 5(a)(ii), the Principal may perform that Completion test at a date and time determined by the Principal; and
 - (c) the cost incurred by the Principal in performing that Completion test will be a debt due and payable immediately from the Contractor to the Principal.

4.63 Completion

- (1) The Contractor must give the Principal at least 21 days written notice of the date on which the Contractor anticipates that Completion will be achieved. When the Principal is satisfied that Completion has been achieved, the Principal must issue a Completion Certificate for the Works.
- (2) On the issue of the Completion Certificate, the Principal will take over the Works.
- (3) Subject to **clause 4.48**, the Principal must pay the Contractor (or the Contractor must pay the Principal, as the case may be) within 28 days after the issue of the Completion Certificate, the amount stated in that certificate as being due by the Principal (or by the Contractor, as the case may be).

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- (4) The issue of a Completion Certificate does not constitute approval of any work or other matter and does not prejudice any claim by the Principal.

4.64 Rectification of Defects

- (1) The Principal may, at any time up to Completion and during the Defects Liability Period, conduct performance reviews of the Works. The Principal may notify the Contractor of any failure by the Contractor to comply with this Contract.
- (2) The Contractor must, within a reasonable time (but no later than 30 days), from receipt of a notice from the Principal, rectify any Defect notified to the Contractor before or at Completion, or during the Defects Liability Period.
- (3) If the Contractor fails to rectify any Defect in accordance with this **clause 4.64**, the Principal may rectify the Defect and any resulting liability incurred by the Principal in so doing will be a debt due from the Contractor to the Principal.
- (4) The Defects Liability Period applicable to any work performed for the purposes of rectifying Defects, is the period commencing on the date of completion of that remedial work and ending on the expiry of the period stated in the Contract Details.

4.65 Security

4.65.1 Provision of security

Security shall be provided by the Contractor to the Principal in accordance with the Contract Details. Retention monies may be retained by the Principal as security where stated in the Contract Details.

4.65.2 Recourse against security

The Principal may have recourse against the Security where monies due and payable under the Contract have remained unpaid after the time for payment and where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

4.65.3 Reduction and release of security

Upon the issue of a Completion Certificate by the Principal, the Principal's entitlement to Security shall be reduced to 50% of the original Security amount, and the reduction shall be released and returned within 14 days to the Contractor. A party's entitlement to Security shall cease after the final Defects Liability Period has lapsed and the Principal shall then release and return forthwith any remaining Security to the Contractor.

4.65.4 Interest

Interest earned on Security not required to be held in trust shall belong to the party holding the Security.

4.66 Contractor's Employee and Subcontractors

4.66.1 Personal Protective Equipment

The Contractor must ensure that:

- (a) all its employees or Subcontractors are provided with and wear during the performance of the Works appropriate personal protective equipment for each task, including coloured safety vests or jackets, approved by the Principal and in accordance with AS 1742.3, SAA HB81, AS/NZS 1906.4; and
- (b) any clothing referred to above is to be kept in a neat and tidy condition by its employees and Subcontractors.

4.66.2 Removal of Contractor employees

The Principal may direct the Contractor to have removed, within a stated time, from the Site or from any activity of Work under the Contract, any person employed to undertake the Work under the Contract who, in the Principal's opinion, is incompetent, negligent, or guilty of misconduct.

4.67 Bill of Quantities

4.67.1 Priced bill of quantities

- (1) Where a bill of quantities is to be priced:
 - (a) all items included in the bill of quantities shall be priced and extended by the Contractor and the prices as extended shall on addition equal the sum accepted by the Principal for carrying out the whole of the work to which the bill of quantities relates;
 - (b) the Contractor shall lodge the bill of quantities so priced and extended with the Superintendent within 14 days of contract signing or such further time as may be directed by the Principal; and
 - (c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to payment until the Contractor has lodged the bill of quantities so priced and extended.
- (2) If the aggregate amount in a priced bill of quantities does not equal the sum accepted for the work, the subject of the bill of quantities, the Principal shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

4.67.2 Quantities

PART FOUR – READ AND KEEP THIS PART

A written order from the Principal is not required for any increase or decrease in the quantity of any work, where it results only from the actual quantities being different to those provisional quantities stated in the Bill of Quantities and not from any direction of the Principal. Where such changes in quantity arise the final measure and value will be completed by the Principal.

4.67.3 Adjustment for Actual Quantities

- (1) Where, otherwise than by reason of a direction to vary the Works, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a bill of quantities which forms part of the Contract or schedule of rates variations shall apply as follows:
 - (a) where the Principal accepted a lump sum for the item, the difference shall not be a deemed variation; and
 - (b) where the Principal accepted a rate for the item, the rate shall apply.
- (2) If such a bill of quantities or schedule of rates omits an item which should have been included the item shall be a deemed variation.
- (3) Notwithstanding the preceding provisions of this subclause in respect of a bill of quantities, a variation shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

Schedule 1 - Contract Details

Item 1 Principal's Representative

Name: Antoinette Krause
Position: Senior Civil Engineer
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com
Address: Level 1, 209 Foreshore Drive, Geraldton WA 6530 Australia

Item 2 Contractor's Representative

[insert detail]

Item 3 Start Date

Preliminary works and documentation – 18 October 2021

Site establishment – not before 25 October and pending Possession of Site.

Item 4 Completion Date

20 December 2021 (Preliminary - Contractor to nominate alternative date in tender with clarification, if required)

Item 5 Contract Price

As stipulated in the Tender accepted by Principal.

Item 6 Works under the Contract

As stipulated in the Specification.

Item 7 Defects Liability Period

Twelve (12) months after Practical Completion.

Item 8 Insurance

Public liability insurance in accordance with clause 4.41.2

Workers compensation insurance in accordance with clause 4.41.3

Professional indemnity insurance in accordance with clause 4.41.4

Works insurance in accordance with clause 4.41.5

Item 9 Progress Claims

PART FOUR – READ AND KEEP THIS PART

Progress Claims shall be submitted at the end of each month.

Progress Claims and Invoices must be addressed to the Principal's Representative and must clearly state the following information:

- (a) Contract Number;
- (b) Date of Issue
- (c) Date on which the Goods and/or Service or Works was provided;
- (d) Detailed description of Goods and/or Service or Works provided;
- (e) Contractor's ABN or ACN;
- (f) Contractor's contact details;
- (g) Progress Claim or Invoice reference number
- (h) Purchase Order Number (Invoice only);
- (i) Aggregate amount claimed and paid to date in preceding Invoices;
- (j) Discount items; and
- (k) GST inclusive and exclusive amounts.

Item 10 Liquidated Damages

\$398.13 ex GST per day

Item 11 Security

Security shall be provided by the Contractor within 7 days of the Start Date:

- (a) by way of cash or bank bond or bank guarantees in a form satisfactory to the Principal;
- (b) where bank guarantees are required the Contractor shall provide two guarantees, each for half the value of the security; and
- (c) in an amount equal to 10% of the total value of the Contract Price;

Where retention is permitted by the Principal as a form of security, retention shall be by way of 10% of monies payable withheld by the Principal against each invoice until the total retention of 10% of the total value of the Contract price is held.

Item 12 Date of Site Availability

PART FOUR – READ AND KEEP THIS PART

For Possession of Site, refer to Schedule 2 Special Conditions.

Item 13 Framework Agreement

This Contract is not a Framework Agreement

Schedule 2 – Special Conditions

Possession of Site

The Principal will provide Possession of Site once the following items are in place and have been accepted:

- Insurances
- Bank guarantees
- Quality Management Plan
- Safety & Health Management Plan
- Traffic Management Plan

Quality Management Plan

A Quality Management Plan shall be provided for approval by the Shire and MRWA before the Start Date. The Quality Management Plan is to comply with the Technical Specification in **Annexure B**.

Safety and Health Management Plan

A Safety & Health Management Plan shall be provided for approval by the Principal and MRWA before the Start Date. The Safety & Health Management Plan is to comply with the Technical Specification in **Annexure B**

Traffic Management Plan

A Traffic Management Plan shall be provided by the Contractor for approval by MRWA before the Start Date. The Traffic Management Plan is to comply with the MRWA Traffic Management for Works on Roads Code of Practice.

Seal Design

A seal design shall be prepared by the Contractor and submitted for approval by MRWA.

Clearing Permit

Works to comply with the cleaning permit CPS 9131/1.

Approval to Work Within the Road Reserve

The Contractor shall apply for approval to work within the road reserve in the construction area nominated in Annexure C – Construction Drawings according to the MRWA procedure “Procedure for Seeking Approval to Undertake Works within the Main Roads Reserve – August 2018” before the Start Date.

PART FIVE – COMPLETE AND RETURN THIS PART

PART 5 TENDER FORM

5.1 Tenderer's Offer

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road Mingenew WA 6522

I/We (Registered Entity Name):

of: (Registered Street Address):

Phone:

Fax:

ABN:

ACN:

Email:

In response to this Request for Tender:

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Signature of authorised signatory of Tenderer:

Name of authorised signatory:

PART FIVE – COMPLETE AND RETURN THIS PART

Authorised signatory position:

Authorised signatory phone:

Authorised signatory postal address:

Authorised signatory email address:

5.2 Tender Documents

Tenderers should submit the following documents:

- This Part 5 (Tender Form); and,
- Tenderer response to Request for Tender including requirements in Part 3 (Specifications).

A Tender may be rejected at the absolute discretion of the Principal if Part 5 is not completed and returned.

A Tender must contain all the information and details required by this Request.

5.3 Evaluation Criteria

5.3.1 Selection Criteria

- (1) Tenders will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. Although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.
- (2) Additional information requested in Section 5 below will be reviewed during the review process and any anomalies may result in additional information being requested from the Tenderer, and in extreme cases, may result in a rejected tender.

5.3.2 Compliance Criteria

These criteria will not be point scored. Each Tender 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 Tender from consideration.

PART FIVE – COMPLETE AND RETURN THIS PART

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in the Request.	Yes/No
Compliance with the Conditions of Tendering.	Yes/No
Compliance with all necessary licences and registrations	Yes/No
Compliance with the Tender Deadline	Yes/No
Compliance with and completion of the Price Schedule	Yes/No

5.3.3 Qualitative Criteria

- (1) In determining the most advantageous quote, the Evaluation Panel will score each Tender against the qualitative criteria.
- (2) Before responding to the following qualitative criteria, Tenderers must note the following:
 - (a) it is essential that Tenders address each qualitative criterion;
 - (b) all information relevant to answers is to be contained within the response to each criterion;
 - (c) respondents are to assume that the Evaluation Panel has no previous knowledge of the respondent's organisation, its activities or experience;
 - (d) respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria;
 - (e) respondents are to address each issue outlined within a qualitative criterion; and
 - (f) failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.
- (3) The qualitative criteria for this Request are as follows:

PART FIVE – COMPLETE AND RETURN THIS PART

Description of Qualitative Criteria	Weighting	Tick if document(s) demonstrating compliance attached
Relevant Experience Demonstrate experience and skill in all aspects of the construction of projects of a similar nature displaying high quality outcomes, with emphasis on provision of works and construction practices as detailed in the Specification. <ul style="list-style-type: none"> • Provide details of each project; • Include photo records and location details of each construction project (if applicable); • Provide the scope of the Tenderer's involvement including details of outcomes; and • Demonstrate competency and sound judgement. 	15%	<input type="checkbox"/>
Technical Skills and Experience of Key Personnel Demonstrate key personnel's experience in completing similar works and their skills and experience to be used on this project, including as a minimum: <ul style="list-style-type: none"> • Their role in the performance of the Contract; and • Qualifications. 	5%	<input type="checkbox"/>
Resources Demonstrate the ability to supply and sustain the necessary resources, including: <ul style="list-style-type: none"> • Personnel; • Subcontractors; • Plant, equipment and materials; and • Any contingency measures or back up resources. 	5%	<input type="checkbox"/>
Demonstrated Understanding <ul style="list-style-type: none"> • A project schedule/timeline (where applicable) • The process for the construction of Works (as applicable); • Supply details and provide an outline of your proposed methodology. 	5%	<input type="checkbox"/>

5.4 Price Schedule

5.4.1 Price Considerations

(1) Criteria on which a quantitative assessment shall be made are:

- (a) the lump sum or schedule of rates pricing as required by this Request;

PART FIVE – COMPLETE AND RETURN THIS PART

- (b) rise and fall, if part of this Request; and
 - (c) disbursements, allowances, hourly rates and other costs provided by the Tenderer which may impact on the overall value for money, if part of this Request.
- (2) Where a price is fixed the quantitative criteria shall be assessed against the amount of goods or services provided (where applicable).

The weighted cost criteria for this Request are as follows:

Criteria	Weighting	Tick if Price Schedule attached
Tendered price	70%	<input type="checkbox"/>

5.4.2 Price Basis

All prices for construction of the Works offered under this Request shall be fixed for the term of the Contract from the date of acceptance of the Tender.

5.4.3 GST

- (1) The quoted price for the Work under the Contract should be stated in the following terms:
- (a) Price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) Total price including GST.
- (2) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.

5.4.4 Prices inclusive

Unless otherwise indicated, prices tendered shall include recruitment, administration and induction and all applicable levies, duties, taxes and charges. Any charge not stated in the quote, as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

PART FIVE – COMPLETE AND RETURN THIS PART

5.5 Additional Information

<p>Organisation Profile</p> <p>Attach a copy of your organisational structure and provide background information on your company and label it Organisation Structure</p> <p>If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ASIC Company Extracts”</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Referees</p> <p>Attach details of your referees and label it “Referees”. You should give examples of your work provided for your referees where possible.</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Agents</p> <p>Are you acting for another party?</p> <p>If Yes, attach details (including name and address) of your principal and label it “Agents”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Trusts</p> <p>Are you acting as a trustee of a trust?</p> <p>If Yes, in an attachment labelled “Trusts”:</p> <ul style="list-style-type: none"> a) Give the name of the trust and include a copy of the trust deed (and any related documents); and b) If there is no trust deed, provide the names and addresses of beneficiaries. 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Subcontractors</p> <p>Do you intend to subcontract any of the requirements?</p> <p>If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including:</p> <ul style="list-style-type: none"> a) The name, address and the number of people employed; and b) The requirements that will be subcontracted 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

PART FIVE – COMPLETE AND RETURN THIS PART

<p>Conflicts of Interest</p> <p>Will any actual or potential conflict of interest in the performance of your obligations under this contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract?</p> <p>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 and label it “Conflicts of Interest”</p>	<p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Health and Safety Instructions to Contractors</p> <p>Do you comply with the Health and Safety Instructions appendix issued with this request?</p>	<p style="text-align: center;">Yes / No</p>
<p>Financial Position</p> <p>Are you presently able to pay all your debts in full as and when they fall due?</p> <p>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?</p> <p>If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?</p> <p>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	<p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Insurances</p> <p>The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within ten (10) days of acceptance.</p>	<p style="text-align: center;">Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

ANNEXURE A FORMAL INSTRUMENT OF AGREEMENT

Formal Instrument of Agreement

THIS AGREEMENT made this _____ day of _____ 20 .

BETWEEN ('the Contractor') [**Insert Contractor's name**]
[**Insert Contractor's address**]
ABN [**insert Contractor's ABN**]

AND ('the Principal') Shire of Mingenew
21 Victoria Road Mingenew WA 6522
Phone: 9928 1102
Email: enquiries@mingenew.wa.gov.au
ABN: 41 454 990 790

Background

- A. The Principal issued a Request for Tender No. [XX] for the construction of Yandanooka North East Road (Request).
- B. The Contractor submitted a Tender dated [XX] in response to the Request (Tender).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- (a) the Request including but not limited to:
 - (i) the Conditions of Tendering;
 - (ii) the Specifications;
 - (iii) the General Conditions of Contract; and
 - (iv) the Annexures.
- (b) the Tender including but not limited to the Tender Form.
- (c) this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

ANNEXURES – READ & KEEP THIS PART

2. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will complete the Work under the Contract as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

3. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

4. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more Corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and Assignees, or permitted Assignees (in the case of the Contractor) jointly and severally and the persons and/or Corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

6. Contractor default

Where the Contractor is unable or fails (for whatever reason except for acts of God or acts of war) to provide and complete the Work under the Contract during the period of this Contract, the Principal reserves the right to engage an independent contractor to have the Work under the Contract completed, and if the cost of the Work under the Contract provided by the independent contractor is more than the original tendered price, then the original Contractor will be debited with such costs.

7. Warranties

Each party represents and warrants to the other party that:

ANNEXURES – READ & KEEP THIS PART

- (a) it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- (b) the Contract has been duly executed by it; and
- (c) the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:

**Chief Executive Officer
On behalf of Shire of Mingenew**

The Contractor:

EXECUTED BY **[insert company name]**
pursuant to Section 127 of the *Corporations Act*.

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

ANNEXURE B TECHNICAL SPECIFICATION



Technical Specification

Yandanooka North East Road Intersection

Shire of Mingenew

28 July 2021

GHD Pty Ltd | ABN 39 008 488 373



Foreshore Business Centre, Level 1, 209 Foreshore Drive

Geraldton, Western Australia 6530, Australia

T +61 8 9920 9400 | **F** +61 8 9920 9499 | **E** getmail@ghd.com | **ghd.com**

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Appendices

Appendix A	Safety in Design
Appendix B	Clearing Permit

1. General

This specification shall be read in conjunction with Main Roads Western Australia (Main Roads WA) specifications series 100 to 900, with amendments as listed below. The Main Roads WA specifications are available on the Main Road WA website <https://www.mainroads.wa.gov.au/>

The contents of each individual specification are to be amended as required by the specific amendment to the standard specification as stated in this specification.

1.1 General Conditions of Contract

Please refer to the Request for Tender (RFT) for the general conditions of contract. If any item in the RFT conflicts with any of the items presented in this document, the more stringent requirement will take precedence.

1.2 Specification 100 General Requirements

Refer to Main Road WA Series 100 standard specification and the following amendments.

Annexure 101A Replace all with “**DESCRIPTION OF WORKS.**”

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

1. Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
2. Removal of existing redundant section of Yandanooka North East Road formation and pavement
3. Rehabilitation of redundant section of Yandanooka North East Road
4. New pavement construction
5. Sealing works
6. Reconstruction of existing shoulder seal approx.. 1.5m wide.
7. Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert – Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain – Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor's rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- Labour and cost in connection therewith
- Supply of goods, material, storage and costs in connection therewith including delivery to site
- Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith
- Plant and Costs;
- Temporary works and
- General obligations, liabilities and risks.
- Special Requirements: Refer to RFT document.

Annexure 101B Replace all with “Not Used.”

Annexure 101C Replace all with “**SITE ACCESS**

Boundary defined by the drawings and any other areas advised by the Superintendent during construction.”

Annexure 101D Replace all with “Not Used.”

Annexure 101E Replace all with “Not Used.”

Annexure 101F Replace all with “**PROJECT WORKS SIGNS**

1. The Contractor shall install 3 Project Works signs at locations as advised by the Superintendent.
2. Signs and sign supports shall be fabricated and installed as per Main Roads Western Australia Standard Drawings.
3. All text displayed on the Project Works signs must comply with AS 1744 – Standard alphabets for road signs.
4. The signs and supports must be maintained in good condition for the full period of display.”

ANNEXURE 102A Replace all with “**ROAD REFERENCE MARKING SUMMARY SHEET**

As detailed on the drawings.”

Clause 103.03 Replace all with “Not Used.”

Clause 103.04 Replace all with “Not Used.”

Clause 103.05 Replace all with “Not Used.”

Annexure 103A Replace all with “**CONTRACTORS SITE FACILITIES**

Site facilities and laydown/stockpile areas are to be in areas as designated in the Request for Tender or as directed by the Superintendent. Exact location shall be confirmed with the Superintendent prior to mobilisation.”

Annexure 103B Replace all with “Not Used.”

Annexure 103C Replace all with “Not Used.”

Annexure 103D Insert “1” into box under item 1.

Annexure 106A Replace all with “**RELOCATION / ALTERATION TO SERVICES (BY CONTRACTOR)**

As per the contract drawings.”

Annexure 106B Replace all with “Not Used.”

2. Management Requirements

Refer to the Main Roads WA series 200 specifications as follows:

1. Specification 201 Quality Systems, as of 26/08/2020
 2. Specification 202 Traffic Management, as of 27/01/2021
 3. Specification 203 Safety and Health Management, as of 20/11/2020
 4. Specification 204 Environmental Management Major Works, as of 06/08/2020
- and the following amendments to the above standard specifications.

2.1 Specification 201 Quality Systems

No Amendments

2.2 Specification 202 Traffic Management

Refer Main Roads WA Mid West Branch Traffic Control requirements.

Approval of Traffic Management Plan required by Main Roads WA Mid West Branch Traffic Control Officer.

2.3 Specification 203 Safety and Health Management

No change. Also refer to Appendix A for Safety in Design.

2.4 Specification 204 Environmental Management Major Works

The Works Site contains nominated weed species for control and disposal as follows:

Location	Weed species
Generally	Common species associated with a degraded environment. Control shall be as specified in Spec 301 CLEARING.

Insert Clause “**DUST CONTROL**

- The Contractor shall employ construction methods that will keep dust to a minimum. The Contractor shall as required provide for the control of dust such as by watering of the Works and of roads and other areas affected by the work under the Contract.
- The Contractor shall take appropriate action to eliminate dust raised on any temporary driving surface, when this dust constitutes an inconvenience or hazard to workers, road users or nearby residences and/or property.”

Insert Clause “**WEED CONTROL**

- The Contractor shall develop, implement and maintain processes and procedures to identify and control declared and invasive weed species within the Contract areas.

3. Earthworks

Refer to the Main Roads WA series 300 specifications as follows:

1. Specification 301 Vegetation Clearing and Demolition, as of 21/10/2019;
2. Specification 302 Earthworks, as of 18/11/2020;
3. Specification 303 Material and Water Sources as of 05/08/2020
4. Specification 304 Revegetation and Landscaping – NOT USED;

and following amendments to the above standard specifications.

3.1 Specification 301 Vegetation Clearing and Demolition

Clause 301.01 Insert “The Contractor must refer to the Clearing Permit (Area Permit Number CPS 9131/1) in the Appendix B for all clearing condition.”

Table 301A.1 Replace all with “**LOCATIONS AND TREATMENT OF VEGETATION TO BE CLEARED**”

Vegetative clearing shall be limited the extents shown on the contract drawings and the above clearing permit.”

Table 301A.2 Replace all with “Not used.”

Table 301A.3 Replace all with “Not used.”

Table 301B.1 Replace all with “Not used.”

Table 301C.1 Replace all with “**NOMINATED STOCKPILE LOCATIONS**”

Contractor to nominate stockpile locations to minimise environmental impacts with Principal's approval.”

Table 301D.1 NOMINATED ONSITE LOCATIONS FOR SPOIL MATERIALS

Replace all with “Contractor to nominate onsite spoil sites to minimise environmental impacts with Principal's approval.”

Table 301D.2 NOMINATED OFF-SITE LOCATIONS FOR SPOIL MATERIALS

Replace all with “Contractor to nominate offsite spoils sites with Principal's approval.”

3.2 Specification 302 Earthworks

Clause 302.26 Replace all with “**General Requirements**”

Blasting, storage of explosives and transportation of explosives is not permitted on this site.”

Clause 302.27 Replace all with “Not used.”

Annexure 302A Replace all with “Not used.”

TABLE 302B.01 Replace all with “Contractor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works.”

TABLE 302B.02 Replace all with “Contractor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works.”

”

3.3 Specification 303 Material and Water Sources

Annexure 303A Replace all with “No pits or quarries have been nominated by the Principal. All pits and quarries if required shall be proposed by the contractor and will be subject to the Principal's approval.”

4. Drainage

Refer to the Main Roads WA series 400 specifications as follows:

1. Specification 402 Surface Drains and Levees, as of 11/11/2019
2. Specification 403 Sub Soil Drains, - NOT USED
3. Specification 404 Culverts, as of 11/12/2020
4. Specification 405 Drainage Structures, – NOT USED
5. Specification 406 Rock Protection, as of 20/09/2017
6. Specification 407 Kerbing, – NOT USED
7. Specification 408 Revetment Mattress– NOT USED
8. Specification 410 Low Strength Infill – NOT USED

and following amendments to the above standard specifications.

4.1 Specification 402 Surface Drains and Levees

No Amendments.

4.2 Specification 404 Culverts

Clause 404A2 2.1 Replace all with “Refer to design drawings”

4.3 Specification 406 Rock Protection

No Amendments.

5. Pavements and Surfacing

Please refer to the Main Roads WA series 500 specifications as follows:

1. Specification 501 Pavements, as of 20/02/2020
2. Specification 502 Stone Mastic Asphalt, - NOT USED
3. Specification 503 Bituminous Surfacing, as of 05/02/2018
4. Specification 504 Asphalt Wearing Course, – NOT USED
5. Specification 505 Segmental Paving, – NOT USED
6. Specification 506 Enrichment Seals – NOT USED
7. Specification 507 Microsurfacing – NOT USED
8. Specification 508 Cold Planing, – NOT USED
9. Specification 509 Polymer Modified Bituminous Surfacing – NOT USED
10. Specification 510 Asphalt Intermediate Course, – NOT USED
11. Specification 511 Materials for Bituminous Treatments as of 24/02/2020
12. Specification 516 Crumb Rubber Open Graded Asphalt, NOT USED

and the following amendments to the above standard specifications.

5.1 Specification 501 Pavements

No amendments.

5.2 Specification 503 Bituminous Surfacing

The Contractor is required to prepare a seal design for approval by Main Roads WA Mid West branch.

TABLE 503C1 replace all with “DESIGN RESPONSIBILITY”

DESIGN RESPONSIBILITY

Seal Type	Location	Design Responsibility
Prime	All Works	Contractor
Primerseal	All Works	Contractor
Seal/Reseal	All Works	Contractor

5.3 Specification 511 Materials for Bituminous Treatments

No amendments.

6. Traffic Facilities

Refer to the Main Roads WA series 600 specifications as follows:

1. Specification 601 Signs, as of 15/02/2021;
2. Specification 602 Guide Posts as of 02/05/2017
3. Specification 603 Safety and Traffic Barrier Systems – NOT USED
4. Specification 604 Pavement Marking, as of 08/11/2016
5. Specification 605 Grab Rails and Bollards – NOT USED
6. Specification 606 Tactile Ground Surface Indicators – NOT USED

and the following amendments to the above standard specifications.

6.1 Specification 601 Signs

No amendments.

6.2 Specification 602 Guideposts

No amendments.

6.3 Specification 604 Pavement Marking

No amendments.

7. Series 700- Not Used

8. Series 800- Not Used

9. Miscellaneous

Refer to the Main Roads WA series 900 specifications as follows:

1. Specification 901 Concrete – General Works, as of 15/06/2018
2. Specification 903 Fencing – as of 29/10/2019
3. Specification 904 Noise Walls – NOT USED
4. Specification 905 Limestone Retaining Walls – NOT USED
5. Specification 908 Anti-Graffiti, – NOT USED ;

and the following amendments to the above standard specifications.

9.1 Specification 901 Concrete – General Works

No amendments.

9.2 Specification 903 Fencing

No amendments.

Appendices

Appendix A

Safety in Design

SAFETY IN DESIGN

Extracted from Greenfield technical Services Design Memo – 23 March 2021:

4.0 SAFETY IN DESIGN

4.1 Design process

4.1.1 Design speed

The nominated design speed through the R=180m curve (Ch 817A-1132A) is 60km/h. The design horizontal geometry has been influenced by the location of the intersection at the end of the curve which requires vehicles to give way to the through traffic on Mingenew Morawa Rd. Adopting larger curves to provide a higher design speed was considered but this would result in higher vehicles speeds on the approach to the intersection, as well as additional land acquisition.

The majority of Yandanooka NE Rd is sealed approx. 4m wide. As there is no posted speed limit, the derestricted speed limit applies (maximum speed up to 110km/h). Therefore, the 60km/hr design speed for the R=180m curve is less than the maximum expected approach speed of vehicles. There is a hazard associated with horizontal geometry in this section if vehicle speeds exceed 60km/h. This risk is primarily related to the traffic approaching from the west. The risk associated with this hazard is that vehicles may run off the road or veer into the oncoming traffic lane. The traffic approaching from the east will have a much lower speed as they have had to slow down on Mingenew Morawa Rd to approx. 20-30km/h to enable a turn through the intersection.

This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, the design includes:

- T-junction on curve warning sign on the western approach to the curve,
- CAMs on the outside of the curve for westbound traffic
- Painted edgelines for both lanes through the curve
- Double two-way barrier line plus RRPMS along the centreline through the curve

The incorporation of the signs and linemarking results in a residual risk that is considered low.

4.1.2 Pavement width

The GRD Part 3 notes that a vehicle travelling on a curve occupies a greater width of pavement than it does on a straight as the wheels track inside and outside the front, depending on the speed, and the front overhang reduces the clearance between passing and overtaking vehicles. Therefore, the pavement may be widened to maintain the lateral clearance between vehicles equal to the clearance available on straight sections of road.

There is a hazard associated through the curves if the swept path of the 36.5m design vehicle is greater than the seal width. The risk associated with this hazard is that the vehicle swept path may run off the edge of the seal and wear down the shoulder.

This hazard could result in damage to the shoulder and the edge of the seal. Over time, this damage could result in loss of control of the vehicle which could lead to personal injury and/or damage to the vehicle.

To manage this risk, the design includes seal widening through the curves. For a 36.5m long vehicle, Table 7.13 in the GRD Part 3 nominates widening as follows:

- 0.7m widening per lane for a 180m radius curve
- 0.2m widening per lane for a 750m radius curve

4.1.3 Mingenew Morawa Rd intersection

The vehicles turning in and out of the intersection, and their interaction with the other traffic on Yandanooka NE Rd, represent a hazard. The risk associated with this hazard is vehicles on Mingenew Morawa Rd colliding with vehicles turning in/out of Yandanooka NE Rd which could result in personal injury and/or damage to the vehicles. To manage this risk, the following measures have been included in the design process:

- Measurement of SISD, ASD and SSD to establish that the minimum required amount is provided on both approaches for the associated design speed
- Detailing of linemarking on both approaches on Mingenew Morawa Rd
- Detailing of an intersection warning sign, Give Way sign, sight board and linemarking on the Yandanooka NE Rd approach
- Detailing of the BAR and BAL intersection turning treatments appropriated for the proposed design traffic and the swept paths.

These measures have resulted in a lower residual risk.

4.1.5 Clear zone

A clear zone is defined as the area adjacent to the traffic lane that should be kept free from features that would be potentially hazardous to errant vehicles. The clear zone provides a traversable and recoverable width to allow errant vehicles to get back on the road carriageway in the event they deviate from the normal running surface. The GRD Part 6 states that the minimum clear zone required for this section of Yandanooka NE Rd varies from 3.5m up to 10.4m, however in most sections the clear zone is between 3.5m and 4.5m from the edge of the traffic lane.

Between Ch 0A-100A there is currently vegetation within the clear zone which represents a hazard. There is also a single tree at the end of the right-hand sweep at the intersection which is within the clear zone. The risk associated with this hazard is that vehicles that leave the road formation may crash into this vegetation. This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, these trees have been detailed to be removed.

The design model results in pavement and formation batters, as well as table drains, which are within the clear zone. If batters are detailed too steep, they are not traversable by errant vehicles that leave the carriageway. To manage these risks, the proposed design is based on the following:

- 4:1 fill batters.
- Table drains with a 6:1 front slope and a 4:1 backslope.
Fig 4.18 of the GRD Part 3 details the preferred channel cross sections for v-drains and a 4:1 backslope with a 6:1 foreslope falls inside the desirable zone. The GRD Part6 notes that these preferable drain designs are not considered hazardous as they are considered traversable. As such, they need not be constructed beyond the area of interest.
- 3:1 cut batters in large cut sections have been located outside the clear zone.

4.2 Construction process

The road construction process will contain various common construction hazards which have risks associated with damage to persons, plant and property. No unique construction risks associated with

the design of the proposed Yandanooka NE Rd have been identified during the design process. The common construction hazards will need to be identified and managed through the construction contractor's project planning and onsite safety processes.

SAFETY IN DESIGN - Continued

Table 1 Construction Risk

Identified Safety Risk & Current Risk Exposure						Proposed Treatment & Residual Risk Exposure					Residual Risk	
Ref	Risk Description	Existing Controls	Likelihood	Consequence	Severity Rating	Proposed Control	Likelihood	Consequence	Severity Rating	Responsibility	Residual Risk	Action Required
1	<p>Risk: Injury during construction of facilities</p> <p>Cause: Normal construction activities including manual lifting, craneage, excavations, power tools, electrical works etc.</p> <p>Consequence: Potential hospitalization of workers</p>	Contractor's normal responsibility	Possible	Moderate	Moderate	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like	Possible	Moderate	Moderate	Main Contractor	Unchanged	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like

Appendix B

Clearing Permit



Mr Nils Hay
Chief Executive Officer
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

via email: ceo@mingenew.wa.gov.au

Dear Mr Hay,

APPLICATION TO CLEAR NATIVE VEGETATION UNDER THE *ENVIRONMENTAL PROTECTION ACT 1986* – CLEARING PERMIT CPS 9131/1 GRANTED

I refer to The Shire of Mingenew's application for a permit under section 51E(1) of the *Environmental Protection Act 1986* (the EP Act), to clear 0.035 hectares of native vegetation within Mingenew-Morawa Road (PIN 11459987) and Yandanooka North-East Road (PIN 11460000), Mount Budd for the purpose of road intersection upgrades. The application was received by the Department of Water and Environmental Regulation (DWER) on 2 December 2020 and assigned the reference CPS 9131/1.

The Delegated Officer has assessed the application and determined that a clearing permit be granted under section 51E(5) of the EP Act. This permit authorises the permit holder to clear native vegetation, subject to the terms, conditions, and restrictions specified.

A copy of the permit and the associated decision report are attached to this notification, and are now also available on DWER's website (at <https://www.der.wa.gov.au/our-work/clearing-permits/clearing-permits-available-for-public-appeal>) for the public to view, as required under regulation 8 of the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.

Please read the conditions on the permit carefully and note that there are penalties for non-compliance with those conditions. If you wish to discuss this permit and/or its conditions, please contact DWER.

Subject to compliance with any pre-clearing conditions on the permit, clearing must not be undertaken before the permit duration commencement date stated on the permit.

Please also note that in undertaking the clearing authorised under this permit, the permit holder must have regard to avoiding clearing, minimising clearing, and reducing the impacts of clearing on any environmental value.

If the Shire of Mingenew are aggrieved by any of the conditions of the permit, an appeal may be lodged with the Minister for Environment, via the Office of the Appeals Convenor. If lodging an appeal, it must be in writing, setting out the grounds of the appeal, and be received within 21 calendar days of being notified of the decision. For further information or to lodge an appeal, please contact the Office of the Appeals (see contact details below):

Office of the Appeals Convenor
 Level 22 Forrest Centre
 221 St George's Terrace, PERTH WA 6000
 Tel: 6364 7990 Fax: 6364 7999
 Email: admin@appealsconvenor.wa.gov.au
 Website: www.appealsconvenor.wa.gov.au

Note that third parties may also appeal against the grant of this permit or its conditions. Please note that, while an appeal is lodged by a third party is under consideration:

- if the appeal is against the grant of this permit, then under section 101A(9) of the EP Act, the permit is deemed not to have been granted and clearing cannot commence until the appeal is determined; and
- if the appeal is regarding a condition(s) of the permit, then under section 101A(6), the permit continues to have effect and clearing can commence in accordance with the conditions of the permit.

For more information about complying with your permit to clear native vegetation, please refer to *Fact Sheet 4: Complying with your clearing permit* found at: <https://www.der.wa.gov.au/our-work/clearing-permits/49-fact-sheets>.

Compliance with the terms, conditions, or restrictions of this permit does not absolve the permit holder from responsibility for compliance with the requirements of all Commonwealth, State, and local government legislation.

If you have any queries, please contact the Environmental Officer, as listed above.

Yours sincerely

Ryan Mincham
 MANAGER
 NATIVE VEGETATION REGULATION

*Officer delegated under section 20
 of the Environmental Protection Act 1986*

29 April 2021

Attached: Clearing permit (CPS 9131/1)
 Decision report for CPS 9131/1



CLEARING PERMIT

Granted under section 51E of the Environmental Protection Act 1986

PERMIT DETAILS

Area Permit Number: CPS 9131/1
File Number: DWERVT7077
Duration of Permit: From 22 May 2021 to 22 May 2023

PERMIT HOLDER

Shire of Mingenew

LAND ON WHICH CLEARING IS TO BE DONE

Mingenew-Morawa Road Reserve (PIN 11459987)
Yandanooka North-East Road Reserve (PIN 11460000)

AUTHORISED ACTIVITY

The permit holder must not clear more than 0.035 hectares of native vegetation within the areas cross-hatched yellow in Figure 1 of Schedule 1.

CONDITIONS

1. Avoid, minimise, and reduce impacts and extent of clearing

In determining the native vegetation authorised to be cleared under this permit, the permit holder must apply the following principles, set out in descending order of preference:

- (a) avoid the clearing of native vegetation;
- (b) minimise the amount of native vegetation to be cleared; and
- (c) reduce the impact of clearing on any environmental value.

2. Weed management

When undertaking any clearing authorised under this permit, the permit holder must take the following measures to minimise the risk of introduction and spread of *weeds*:

- (a) clean earth-moving machinery of soil and vegetation prior to entering and leaving the area to be cleared;

- (b) ensure that no known weed-affected soil, *mulch*, *fill*, or other material is brought into the area to be cleared; and
- (c) restrict the movement of machines and other vehicles to the limits of the areas to be cleared.

3. Records that must be kept

The permit holder must maintain records relating to the listed relevant matters in accordance with the specifications detailed in Table 1.

Table 1: Records that must be kept

No.	Relevant matter	Specifications
1.	In relation to the authorised clearing activities generally	<ul style="list-style-type: none"> (a) the species composition, structure, and density of the cleared area; (b) the location where the clearing occurred, recorded using a Global Positioning System (GPS) unit set to Geocentric Datum Australia 1994 (GDA94), expressing the geographical coordinates in Eastings and Northings; (c) the date that the area was cleared; (d) the size of the area cleared (in hectares); (e) actions taken to avoid, minimise, and reduce the impacts and extent of clearing in accordance with condition 1 of this permit; and (f) actions taken to minimise the risk of the introduction and spread of weeds in accordance with condition 2 of this permit.

4. Reporting

The permit holder must provide to the *CEO* the records required under condition 3 of this permit when requested by the *CEO*.


DEFINITIONS

In this permit, the terms in Table have the meanings defined.

Table 2: Definitions

Term	Definition
CEO	Chief Executive Officer of the department responsible for the administration of the clearing provisions under the <i>Environmental Protection Act 1986</i> .
clearing	has the meaning given under section 3(1) of the EP Act.
condition	a condition to which this clearing permit is subject under section 51H of the EP Act.
department	means the department established under section 35 of the <i>Public Sector Management Act 1994</i> (WA) and designated as responsible for the administration of the EP Act, which includes Part V Division 3.
EP Act	<i>Environmental Protection Act 1986</i> (WA)
fill	means material used to increase the ground level, or to fill a depression.
mulch	means the use of organic matter, wood chips or rocks to slow the movement of water across the soil surface and to reduce evaporation.
native vegetation	has the meaning given under section 3(1) and section 51A of the EP Act.
weeds	means any plant – (a) that is a declared pest under section 22 of the <i>Biosecurity and Agriculture Management Act 2007</i> ; or (b) published in a Department of Biodiversity, Conservation and Attractions species-led ecological impact and invasiveness ranking summary, regardless of ranking; or (c) not indigenous to the area concerned.

END OF CONDITIONS

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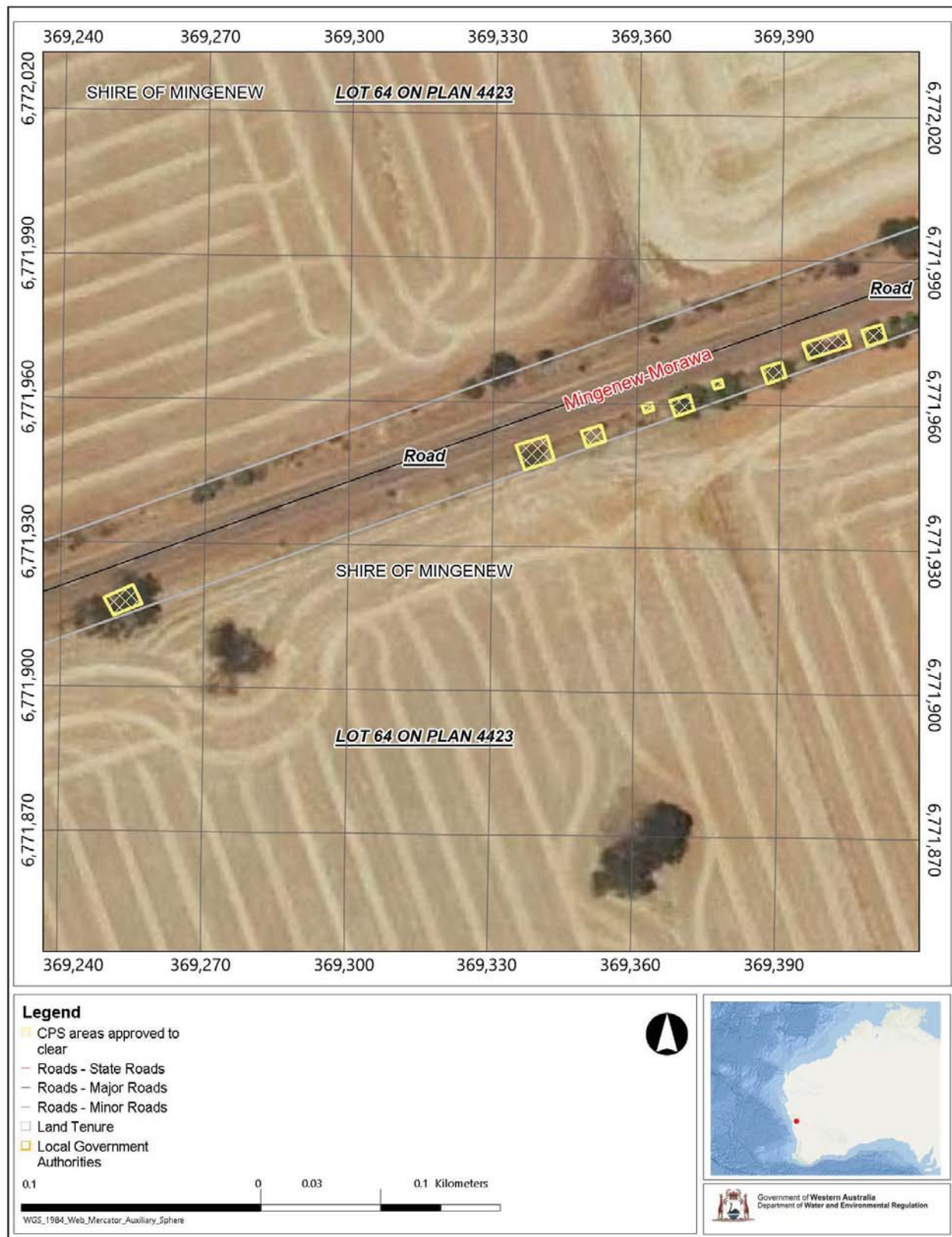
Ryan Mincham
MANAGER
NATIVE VEGETATION REGULATION

*Officer delegated under Section 20
of the Environmental Protection Act 1986*

29 April 2021

SCHEDULE 1

The boundary of the area authorised to be cleared is shown in the maps below.



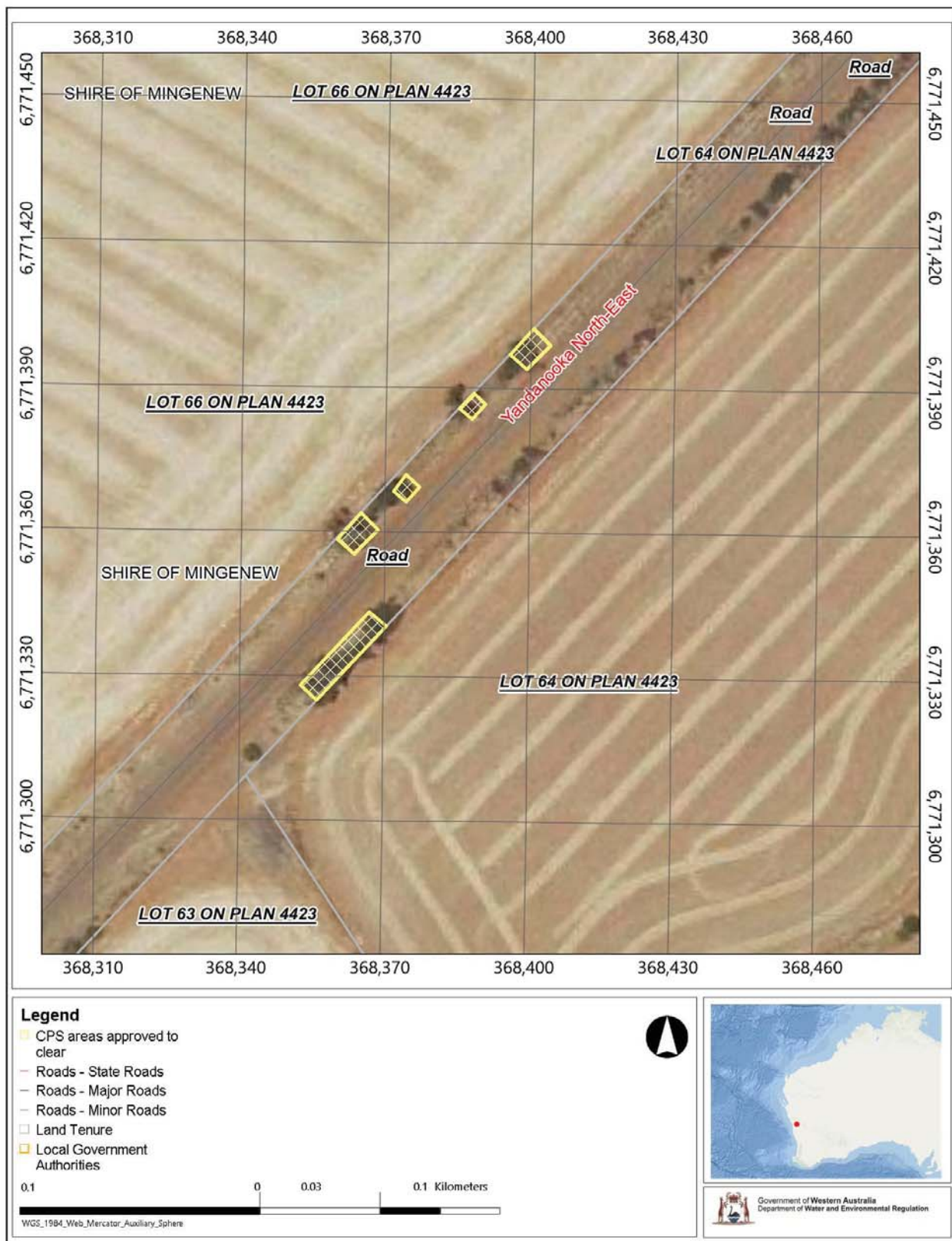


Figure 1: Maps of the boundary of the area within which clearing may occur



1 Application details and outcome

1.1. Permit application details

Permit number:	CPS 9131/1
Permit type:	Area permit
Applicant name:	Shire of Mingenew
Application received:	2 December 2020
Application area:	0.035 hectares of native vegetation
Purpose of clearing:	Road intersection upgrades
Method of clearing:	Mechanical
Property:	Mingenew-Morawa Road reserve (PIN 11459987) Yandanooka North-East Road reserve (PIN 11460000)
Location (LGA area/s):	Shire of Mingenew
Localities (suburb/s):	Mount Budd

1.2. Description of clearing activities

The vegetation proposed to be cleared is 0.035 hectares of native vegetation distributed across 14 separate areas for the purpose of road intersection upgrades. (see Figure 1, Section 1.5).

1.3. Decision on application

Decision:	Granted
Decision date:	29 April 2021
Decision area:	0.035 hectares of native vegetation, as depicted in Section 1.5, below.

1.4. Reasons for decision

This clearing permit application was submitted, accepted, assessed and determined in accordance with sections 51E and 51O of the *Environmental Protection Act 1986* (EP Act). The Department of Water and Environmental Regulation (DWER) advertised the application for 21 days and no submissions were received.

In making this decision, the Delegated Officer had regard for the site characteristics (see Appendix C), relevant datasets (see Appendix H.1), the clearing principles set out in Schedule 5 of the EP Act (see Appendix D), relevant planning instruments and any other matters considered relevant to the assessment (see Section 3). The Delegated Officer also took into consideration this clearing is in relation to road safety improvements.

Assessment of this application identified:

- the potential introduction and spread of weeds into adjacent vegetation, which could impact on the quality of the adjacent vegetation and its habitat values; and
- the application area comprises native vegetation in an area that has been extensively cleared.

After consideration of the available information, the Delegated Officer determined the proposed clearing is unlikely to have long-term adverse impacts on environmental values. The Delegated Officer decided to grant a clearing permit subject to conditions to:

- avoid, minimise to reduce the impacts and extent of clearing; and
- implementation of hygiene measures to minimise the risk of the introduction and spread of weeds

1.5. Site maps

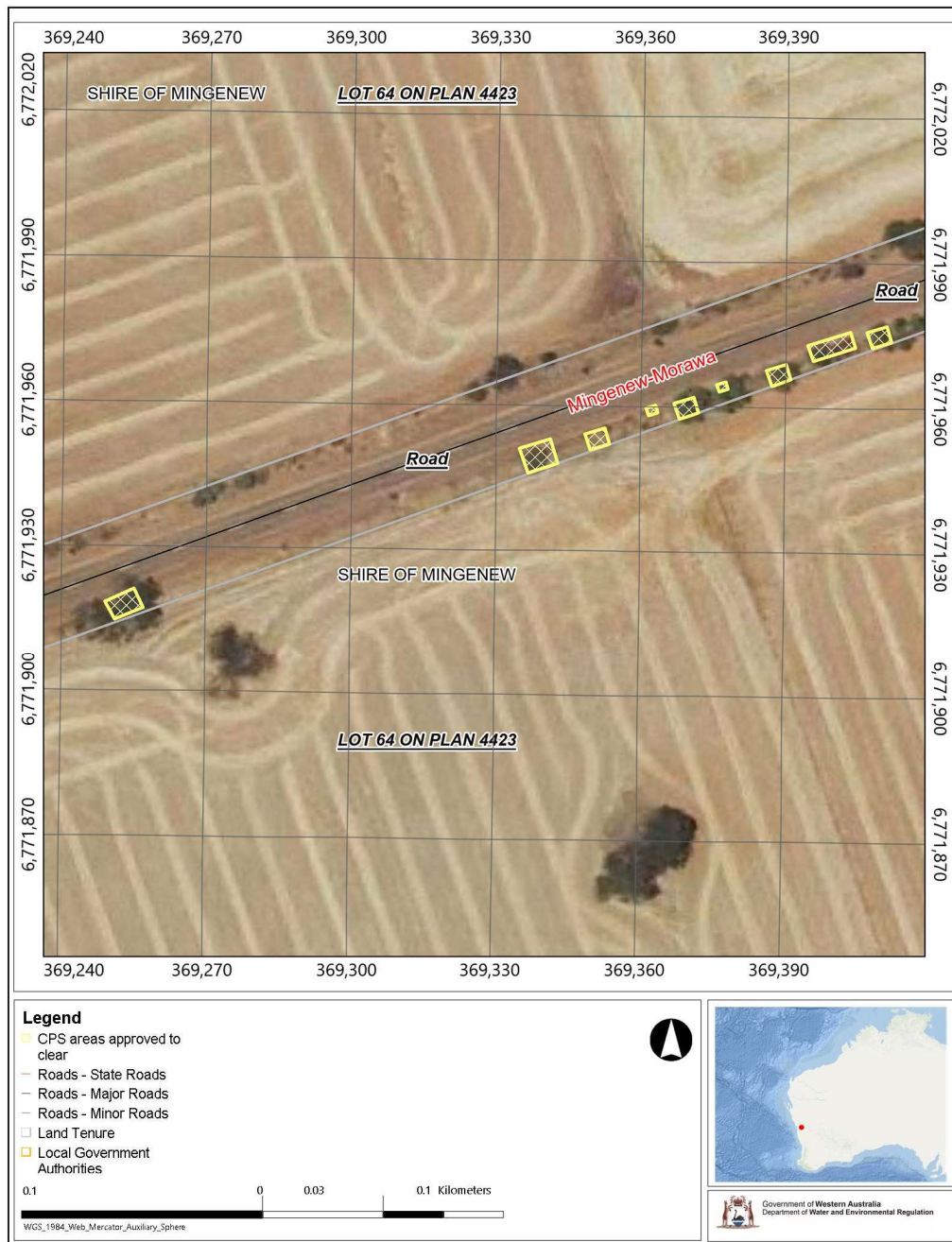


Figure 1: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

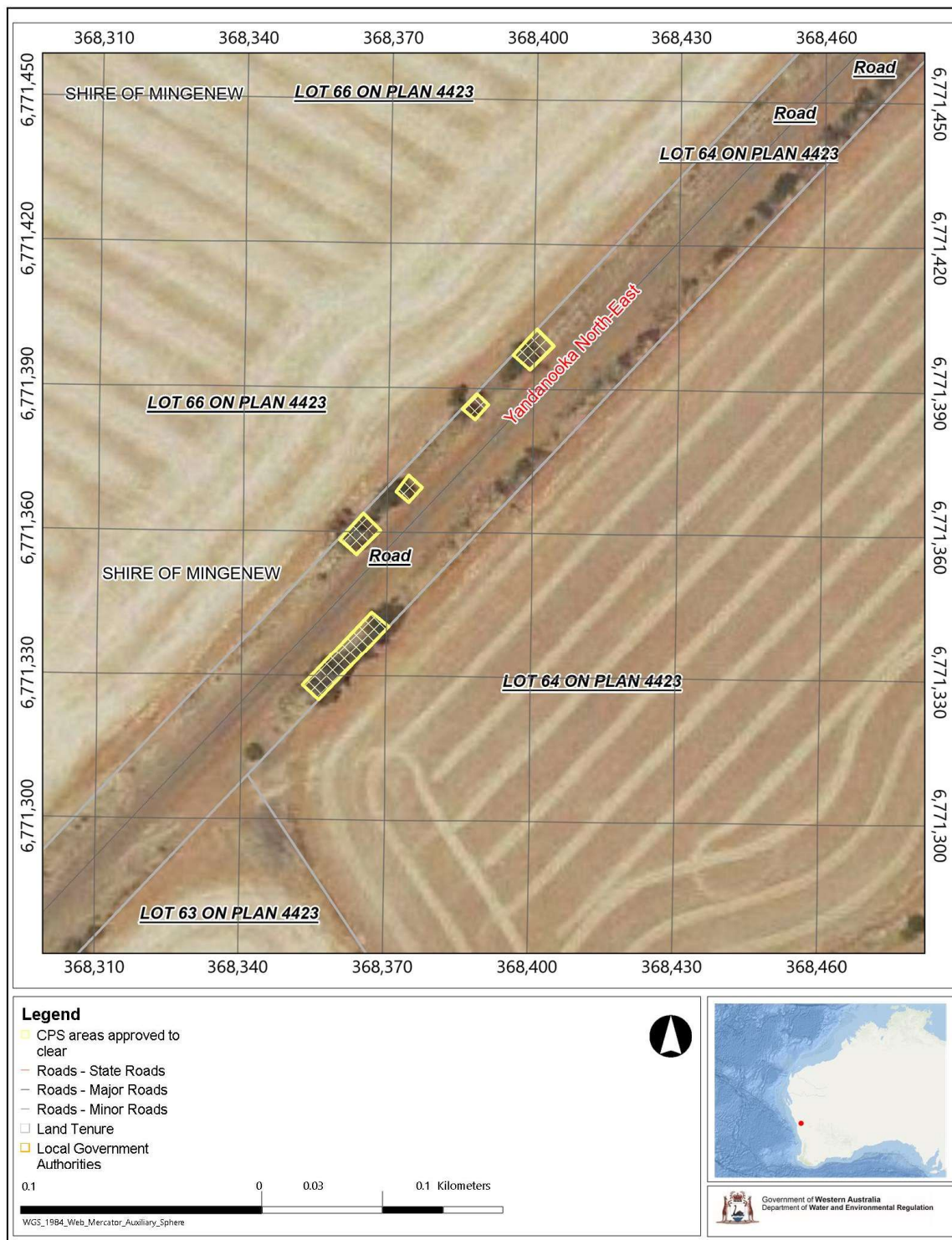


Figure 2: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

2 Legislative context

The clearing of native vegetation in Western Australia is regulated under the EP Act and the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* (Clearing Regulations).

In addition to the matters considered in accordance with section 51O of the EP Act (see Section 1.4), the Delegated Officer has also had regard to the objects and principles under section 4A of the EP Act, particularly:

- the precautionary principle
- the principle of intergenerational equity
- the principle of the conservation of biological diversity and ecological integrity.

Other legislation of relevance for this assessment include:

- *Biodiversity Conservation Act 2016* (WA) (BC Act)
- *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act)

The key guidance documents which inform this assessment are:

- *A guide to the assessment of applications to clear native vegetation* (DER, December 2013)
- *Procedure: Native vegetation clearing permits* (DWER, October 2019)

3 Detailed assessment of application

3.1. Avoidance and mitigation measures

The applicant has advised that the intersection design chosen utilises minimal clearing in the design while still improving road safety and visibility (see Appendix F.).

The applicant has engaged a supervising contractor to manage the construction of the road upgrades and plans to implement works during the winter period which will mitigate potential wind erosion risks (Applicant, 2021).

3.2. Assessment of impacts on environmental values

In assessing the application, the Delegated Officer has had regard for the site characteristics (see Appendix C) and the extent to which the impacts of the proposed clearing present a risk to biological, conservation, land and water resource values.

The assessment against the clearing principles (see **Error! Reference source not found.**) identified that the impacts of the proposed clearing would result in the removal of a small amount of vegetation within an area which had been extensively cleared. The consideration of these impacts, and the extent to which they can be managed through conditions applied in line with sections 51H and 51I of the EP Act, is set out below.

3.2.1. Significant remnant vegetation - Clearing Principle (e)

Assessment

The application area is mapped within the Avon Wheatbelt bioregion and the Mingenew 354 vegetation association which retain 18.51% and 11.36% respectively. The local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7% of the original native vegetation cover. These figures are inconsistent with national objectives of 30% of biodiversity conservation.

The surrounding landscape has been extensively cleared with the land immediately adjacent to the application area consisting of cleared agricultural land. There are small, scattered areas of mapped remnant vegetation near the application area, the closest of which is approximately 250 m north east. The proposed clearing consists of 14 separate parcels across two locations. Vegetation is present along the roadside in between these locations (see Figures 2 and 3) and vegetation is to be retained within the road reserve within close proximity to the application areas.

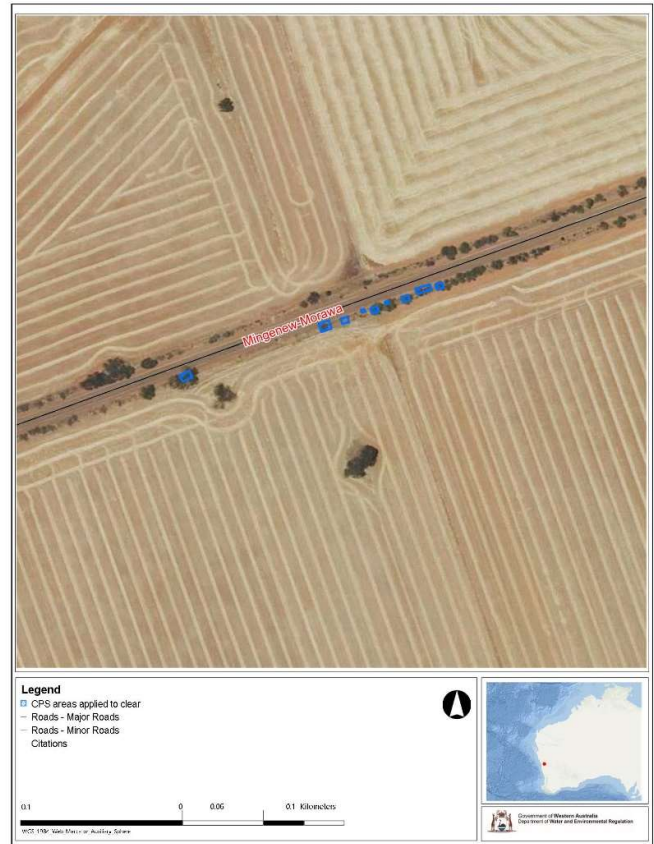
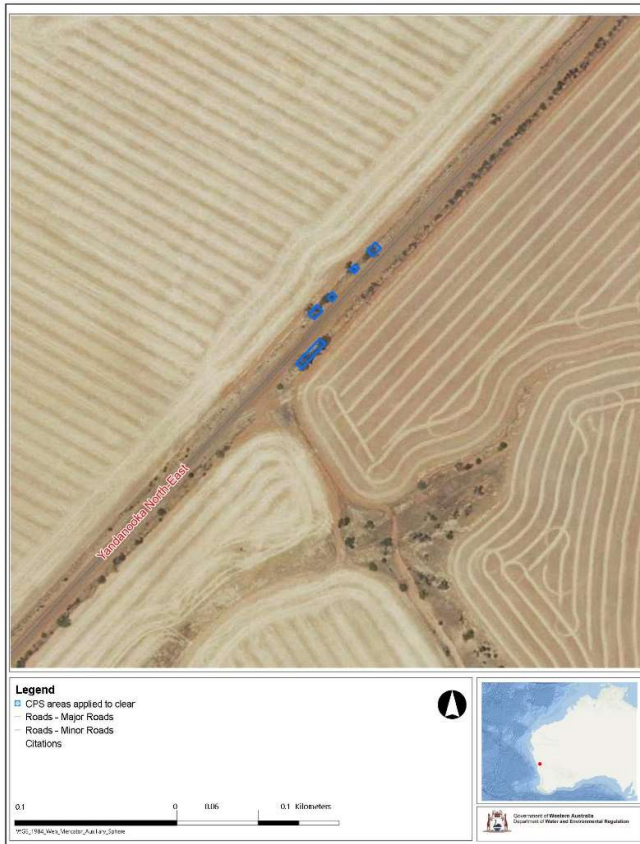


Figure 3: Aerial imagery of the “Western Area” showing retention of roadside vegetation along Yandanooka North-East Road and the numerous small clearing areas.

Figure 4: Aerial imagery of the “Eastern Area” showing retention of roadside vegetation along Mingenew-Morawa Road and the numerous small clearing areas.

Mapped remnant vegetation is present within the local area with remnants located 250 – 500 m from the application area (see Figure 5). It is unlikely the vegetation proposed to be cleared provides significant functionality as an ecological linkage given the retention of vegetation within the road reserve and the proximity to mapped remnant vegetation.

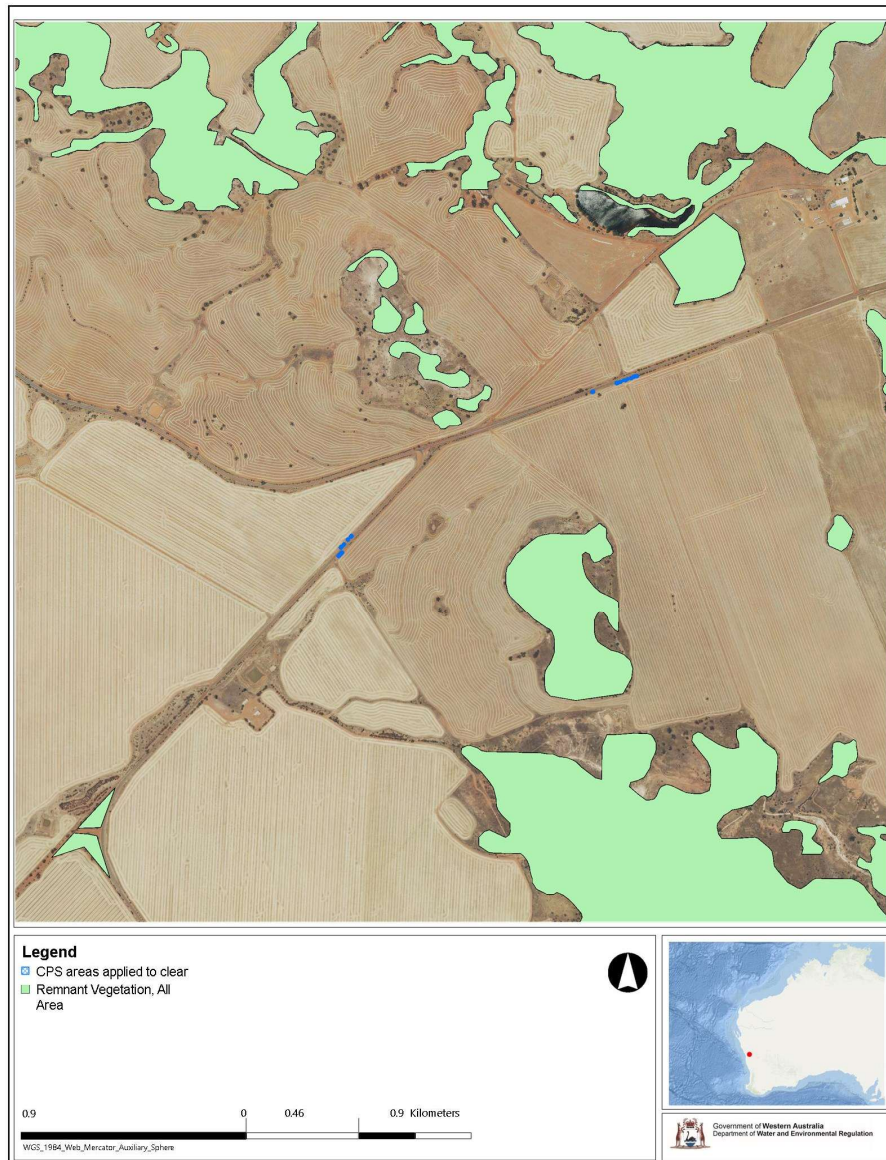


Figure 5: Aerial imagery showing the extent of mapped remnant vegetation in proximity of the application areas.

Usage of vegetation by Black Cockatoos

The application areas are not located within known distribution areas for Forest Red-tailed Black Cockatoos (*Calyptorhynchus banksii*) or Baudin's Black Cockatoo (*C. baudinii*) (DSEWPac 2012). The nearest known Forest Red-tailed Black Cockatoo breeding location is found approximately 26 km away.

The areas proposed to be cleared are within the mapped breeding range of Carnaby's Black Cockatoo (*C. latirostris*), with the nearest confirmed breeding location approximately 39 km from the application area. The nearest confirmed roost is located approximately 35 km away and the nearest unconfirmed roost is approximately 32 km away. Assessment of the photographs supplied by the applicant (see Appendix F) indicate that the trees proposed to be cleared are not of sufficient size to be utilised by *C. latirostris* for breeding and no visible hollows were observed. Given the small scale of the proposed clearing and that the application areas are not located within a 6-12 km radius of a nesting site or 6 km radius of a night roost, it is unlikely the vegetation proposed to be cleared comprises a

significant foraging resource for Black Cockatoos, particularly given the extent of mapped remnant vegetation surrounding the application area (DSEWPac 2012).

Conclusion

Based on the above assessment, despite the vegetation extent within the local area being below the national retention target of 30%, the vegetation proposed to be cleared is not considered significant as it is not likely to be utilised by fauna of conservation significance, in particular *C. latirostris*. The vegetation proposed to be cleared is not likely to serve a significant linkage function due to small scale of the clearing, presence of remnant vegetation near the clearing area, and the retention of vegetation within the road reserve (see Figures 2, 3, and 4). The vegetation retained between clearing areas will continue to act as a stepping-stone for fauna transition between mapped remnants north and south of the application area (see Figures 3 and 4), maintaining any potential linkage function.

Conditions

No conditions required.

3.3. Relevant planning instruments and other matters

The Shire of Mingenew advised DWER that local government approvals are not required, and that the proposed clearing is consistent with the Shire's Local Planning Scheme.

Main Roads Western Australia has provided in principle support for the Shire of Mingenew to undertake the clearing as per this application.

There are no Aboriginal Sites of Significance within close proximity, or intersected by the application areas.

End

Appendix A. Additional information provided by applicant

Summary of comments	Consideration of comment
Shire of Mingenew provided photographs of the area proposed to be cleared.	Assessment of the photographs was undertaken to determine the species composition and vegetation condition of the application area (see Appendix C).

Appendix C. Site characteristics

C.1. Site characteristics

Characteristic	Details
Local context	<p>The areas proposed to be cleared comprise 0.035 ha of isolated patches of native vegetation in the intensive land use zone of Western Australia. They are surrounded by cleared agricultural land in the immediate vicinity with areas of native vegetation scattered throughout the local area. The proposed clearing areas are small, isolated remnants on roadsides in a highly cleared landscape.</p> <p>Spatial data indicates the local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7 per cent of the original native vegetation cover.</p>
Ecological linkage	<p>The application area does not form part of any formal mapped linkage, however, due to the extensively cleared landscape, the vegetation may contribute to informal linkage functionality. The application areas are small and scattered with vegetation retained in between them. This retention of vegetation serves to retain any potential linkage function.</p> <p>Remnant vegetation is mapped to the north and south of the application areas.</p>
Conservation areas	The application area does not intersect any conservation areas. The local area contains 53 reserves, three of which are "Class A". The nearest "Class A" reserve is located 16.5 km from the application area
Vegetation description	<p>Photographs supplied by the applicant indicate the vegetation within the proposed clearing area consists of <i>Acacia</i> sp., York Gum, and exotic grass species. Representative photos are available in F.</p> <p>This is broadly consistent with the mapped vegetation types:</p> <ul style="list-style-type: none"> Avon Wheatbelt – Mingenew System 354, which is described as: Shrublands; jam and <i>Acacia rostellifera</i> (+ hakea) scrub with scattered York Gum (Shepherd et al, 2001) <p>The mapped vegetation type retains approximately 11.36 per cent of the original extent (Government of Western Australia, 2019).</p>
Vegetation condition	<p>Photographs supplied by the applicant indicate the vegetation within the proposed clearing area is in Degraded to Completely Degraded (Keighery, 1994) condition, described as:</p> <ul style="list-style-type: none"> Degraded: Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing. Completely Degraded: The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Characteristic	Details
	The full Keighery (1994) condition rating scale is provided in Appendix E. Representative photos are available in F.
Climate	Rainfall: 400 mm Evapotranspiration: 400 mm
Topography	The elevation of the application areas ranges from 230 m AHD in the eastern application areas to approximately 250 m AHD in the western application areas.
Soil description	The soil across the application areas is mapped as: <ul style="list-style-type: none"> • 226Mb_4 (Mount Budd 4 Subsystem) described as gently inclined foot slopes with red, grey, and pale-yellow sands and gradational red sands. • 226Mb_2 (Mount Budd 2 Subsystem) described as gently to moderately inclined upper foot slopes, eroded sandy loam duplex soils and rocky loams.
Land degradation risk	<ul style="list-style-type: none"> • <3% of map unit has a moderate to high flood risk • <3% of map unit has a moderate to high salinity risk or is presently saline • 50-70% of map unit has a high to extreme phosphorous export risk • <3% of map unit has a high to extreme phosphorous export risk • 10-30% of map unit has a high subsurface acidification risk or is presently acid • >70% of map unit has a high subsurface acidification risk or is presently acid • 10-30% of map unit has a high to extreme water erosion risk • <3% of map unit has a high to extreme water erosion risk • >70% of map unit has a high to extreme wind erosion risk • <3% of map unit has a high to extreme wind erosion risk
Waterbodies	The desktop assessment and aerial imagery indicated that no watercourses, waterbodies or wetlands transect the area proposed to be cleared. A large man-made dam and the Lockier River are located approximately 520 m from one of the clearing application areas.
Hydrogeography	The application area is located in the Gascoyne Groundwater Area, proclaimed under section 26B (1) of the <i>Rights in Water and Irrigation Act 1914</i> . The Priority 2 Mingenew Water Reserve is located within the local area, approximately 16.5 km from the application area.
Flora	<p>The local area contains 177 records from 53 flora species of conservation significance. Of these records, 11 species occur on the same soil type as the application area, of which one species is classified as “threatened”</p> <p>The closest conservation significant flora record is the Priority 4 <i>Lepidobolus densus</i> located approximately 1.1 km from the application area.</p> <p>Photos provided by the applicant indicate and abundance of exotic grasses within the application area.</p>
Ecological communities	The local area contains 140 records of Threatened or Priority Ecological Communities. The closest record to the application area is a mapped area of Eucalypt woodlands of the Western Australian Wheatbelt located approximately 10.5 km away. The application area does not intersect any TECs or PECs.
Fauna	The local area contains 17 records of 5 fauna species of conservation significance. The nearest record to the application area is of <i>Idiosoma arenaceum</i> (Geraldton Sandplain Shield-backed Trapdoor Spider) located approximately 2.2 km away. The species with the most records within the local area is the <i>Leipoa ocellata</i> (Malleefowl) with 9 records.

C.2. Vegetation extent

	Pre-European extent (ha)	Current extent (ha)	Extent remaining (%)	Current extent in all DBCA managed land (ha)	Current proportion (%) of pre-European extent in all DBCA managed land
IBRA bioregion*					
Avon Wheatbelt	9,517,109.95	1,761,187.42	18.51	174,980.68	1.84
IBRA bioregion system*					
Avon Wheatbelt - Mingenew	96,515.33	12,915.64	13.38	894.77	0.93
Vegetation association within IBRA system*					
Avon Wheatbelt – Mingenew Vegetation Association 354	91,099.79	10,352.71	11.36	894.77	0.98

*Government of Western Australia (2019a)

C.3. Flora analysis table

Species name	Conservation status	Suitable habitat features ? [Y/N]	Suitable vegetation type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	Number of known records (Local Area)	Are surveys adequate to identify? [Y, N, N/A]
<i>Acacia lanceolata</i>	P3	N	N	Y	2.9	9	N/A
<i>Babingtonia fascifolia</i>	P1	N	N	Y	4.8	6	N/A
<i>Calyrix purpurea</i>	P2	Y	N	Y	5.3	3	N/A
<i>Lepidobolus densus</i>	P4	N	N	Y	1.1	4	N/A
<i>Pityrodia viscida</i>	P4	N	N	Y	7.1	4	N/A
<i>Rhodanthe sp. Yuna</i>	P3	N	N	Y	6.7	2	N/A
<i>Schoenia filifolia subsp. subulifolia</i>	EN	N	N	Y	5.0	11	N/A
<i>Scholtzia brevistylis subsp. brevistylis</i>	P1	N	N	Y	5.8	7	N/A
<i>Tricoryne soullierae</i>	P1	N	N	Y	5.6	3	N/A
<i>Vittadinia cervicularis var. occidentalis</i>	P1	Y	N	Y	4.8	2	N/A
<i>Wurmbea tubulosa</i>	T	N	N	Y	10.1	8	N/A

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

C.4. Fauna analysis table

Species name	Conservation status (State)	Suitable vegetation type? [Y/N]	Suitable habitat features? [Y/N]	Distance of closest record to application area (km)	Number of known records (Local Area)
<i>Idiosoma arenaceum</i>	P3	Y	N	2.5	4
<i>Cyclodomorphus branchialis</i>	VU	-	-	17	1
<i>Leipoa ocellata</i>	VU	Y	N	7.8	9
<i>Falco peregrinus</i>	OS	-	-	12.7	2
<i>Aspidites ramsayi</i>	P1	-	-	20	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority, OS: other specially protected species

C.5. Ecological community analysis table

Community name	Conservation status (Commonwealth)	Conservation Status (State)	Suitable habitat features ? [Y/N]	Suitable vegetation type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	Number of known records (local area)
Eucalypt woodlands of the Western Australian Wheatbelt	CR	P3	Y	Y	Y	10.5	139
Plant assemblages of the Billeranaga System as originally described in Beard 197)	-	VU	N	N	N	14.3	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

Appendix D. Assessment against the clearing principles

Assessment against the clearing principles	Variance level	Is further consideration required?
Environmental value: biological values		
<p><u>Principle (a):</u> "Native vegetation should not be cleared if it comprises a high level of biodiversity."</p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared does not contain significant flora, fauna, habitats or assemblages of plants. The application areas do not intersect and are not within close proximity to any Threatened Ecological Communities listed under the EPBC Act, or Priority Ecological Communities listed under the BC Act. The application areas are degraded to completely degraded, have minimal to no understorey vegetation, a high abundance of exotic species and are highly disturbed. The vegetation and/or habitat features of the application areas are not conducive for the occurrence of conservation significant flora that occur in the local area.</p> <p>Based on the above, it is highly unlikely that any species of conservation significance have a dependency on habitat within the application areas.</p>	Not likely to be at variance	No
<p><u>Principle (b):</u> "Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a significant habitat for fauna."</p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared is considered unlikely to contain significant habitat for conservation significant fauna which have been recorded within the local area, including the Geraldton Sandplain Shield-backed Trapdoor Spider and Malleefowl. The application areas are small, contain minimal leaf litter and have a high number of exotic species that occupy a large percentage of the understorey. The Shield-backed Trapdoor Spider typically inhabits clay soils of eucalypt woodlands and acacia vegetation and rely heavily on leaf-litter and twigs for burrow construction. The Malleefowl relies heavily on abundant leaf litter for breeding and are highly sensitive to grazing by sheep, cattle, rabbits and goats. Given the above, it is unlikely that the application areas provide significant habitat for either the Malleefowl or Geraldton Sandplain Shield-backed Trapdoor Spider.</p>	Not likely to be at variance	No

Assessment against the clearing principles	Variance level	Is further consideration required?
<p><u>Principle (c):</u> <i>"Native vegetation should not be cleared if it includes, or is necessary for the continued existence of, threatened flora."</i></p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared is unlikely to contain habitat for threatened flora species listed under the BC Act. The local area contains 8 records of <i>Wurmbea tubulosa</i>, the closet being 10.1 km from the application area. <i>W. tubulosa</i> occurs on riverbanks and in seasonally wet areas, on which basis it is unlikely to be present within the application area. The local area contains 11 records of <i>Schoenia filifolia subsp. subulifolia</i>. This species occurs on swampy flats, tops of breakaways, and crabholes and is unlikely to be present within the application area.</p>	Not likely to be at variance	No
<p><u>Principle (d):</u> <i>"Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a threatened ecological community."</i></p> <p><u>Assessment:</u></p> <p>The application area does not intersect any Threatened Ecological Communities listed under the BC Act. There are no state listed TECs mapped within the local area.</p>	Not likely to be at variance	No
Environmental value: significant remnant vegetation and conservation areas		
<p><u>Principle (e):</u> <i>"Native vegetation should not be cleared if it is significant as a remnant of native vegetation in an area that has been extensively cleared."</i></p> <p><u>Assessment:</u></p> <p>The extent of native vegetation in the local area is inconsistent with the national objectives and targets for biodiversity conservation in Australia, with approximately 17.7 per cent retention. The vegetation proposed to be cleared is not considered to be part of any formal ecological linkage in the local area, however, due to the extensively cleared landscape, may perform an informal linkage function.</p> <p>The area proposed to be cleared is of a small scale, does not comprise high biodiversity values or represent significant habitat for conservation significant flora or fauna, on which basis it is not likely to be considered a significant remnant when compared to other larger, intact remnants within the local area.</p>	May be at variance	Yes <i>Refer to Section 3.2.1, above.</i>
<p><u>Principle (h):</u> <i>"Native vegetation should not be cleared if the clearing of the vegetation is likely to have an impact on the environmental values of any adjacent or nearby conservation area."</i></p> <p><u>Assessment:</u></p> <p>Given the distance to the nearest conservation area (16.5 km), the proposed clearing is not likely to have an impact on the environmental values of any conservation areas.</p>	Not likely to be at variance	No
Environmental value: land and water resources		
<p><u>Principle (f):</u> <i>"Native vegetation should not be cleared if it is growing in, or in association with, an environment associated with a watercourse or wetland."</i></p> <p><u>Assessment:</u></p> <p>The application areas do not intersect any watercourses or wetlands or contain any riparian vegetation. The nearest mapped watercourse is a non-perennial tributary of the Lockier River located approximately 100 m away.</p>	Not at variance	No

Assessment against the clearing principles	Variance level	Is further consideration required?
<p><u>Principle (g):</u> “Native vegetation should not be cleared if the clearing of the vegetation is likely to cause appreciable land degradation.”</p> <p><u>Assessment:</u></p> <p>The mapped soils within some of the application areas are moderately to highly susceptible to wind, nutrient export and subsurface acidification risk. Noting the extent and location of the application area and the condition of the vegetation, the proposed clearing is not likely to have an appreciable impact on land degradation.</p>	Not likely to be at variance	No
<p><u>Principle (i):</u> “Native vegetation should not be cleared if the clearing of the vegetation is likely to cause deterioration in the quality of surface or underground water.”</p> <p><u>Assessment:</u></p> <p>Given the small amount of clearing proposed, no mapped wetlands within the application area, and no Public Drinking Water Source Areas within 15km, it is unlikely the clearing will result in significant impacts to surface or ground water quality.</p>	Not likely to be at variance	No
<p><u>Principle (j):</u> “Native vegetation should not be cleared if the clearing of the vegetation is likely to cause, or exacerbate, the incidence or intensity of flooding.”</p> <p><u>Assessment:</u></p> <p>Given the small application areas being within a road reserve, the surrounding land being cleared and the non-perennial waterways in the area, it is unlikely the clearing will increase the incidence or intensity of flooding.</p>	Not likely to be at variance	No

Appendix E. Vegetation condition rating scale

Vegetation condition is a rating given to a defined area of vegetation to categorise and rank disturbance related to human activities. The rating refers to the degree of change in the vegetation structure, density and species present in relation to undisturbed vegetation of the same type. The degree of disturbance impacts upon the vegetation's ability to regenerate. Disturbance at a site can be a cumulative effect from a number of interacting disturbance types.

Considering its location, the scale below was used to measure the condition of the vegetation proposed to be cleared. This scale has been extracted from Keighery, B.J. (1994) *Bushland Plant Survey: A Guide to Plant Community Survey for the Community*. Wildflower Society of WA (Inc). Nedlands, Western Australia.

Measuring vegetation condition for the South West and Interzone Botanical Province (Keighery, 1994)

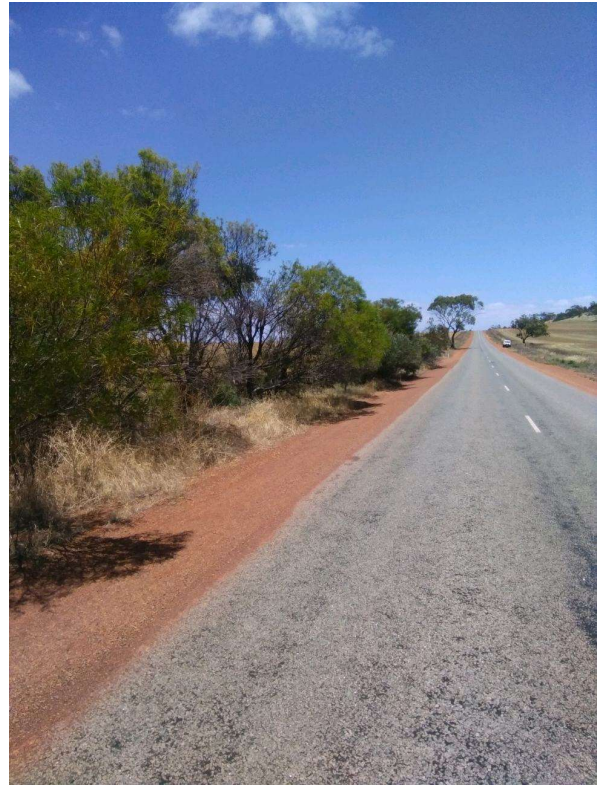
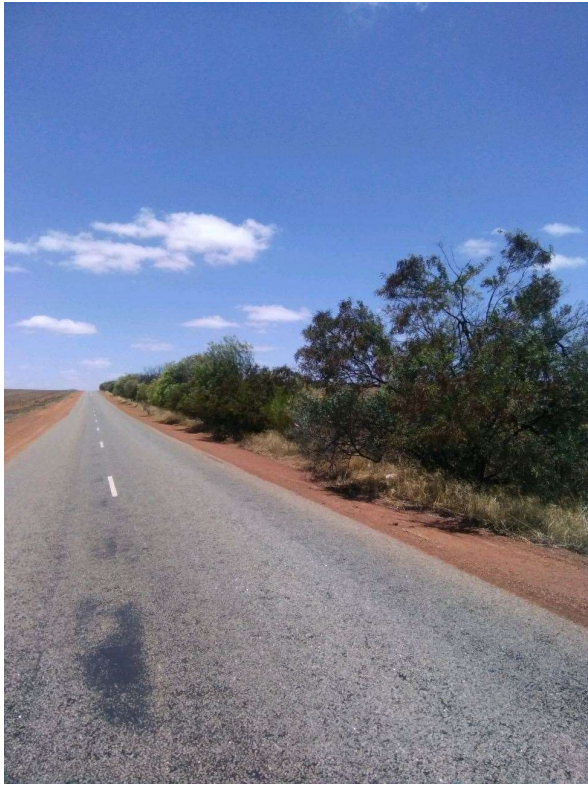
Condition	Description
Pristine	Pristine or nearly so, no obvious signs of disturbance.
Excellent	Vegetation structure intact, with disturbance affecting individual species; weeds are non-aggressive species.
Very good	Vegetation structure altered, with obvious signs of disturbance. For example, disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and/or grazing.
Good	Vegetation structure significantly altered by very obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate it. For example, disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback and/or grazing.

Condition	Description
Degraded	Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing.
Completely degraded	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Appendix F. Photographs of vegetation and Intersection map

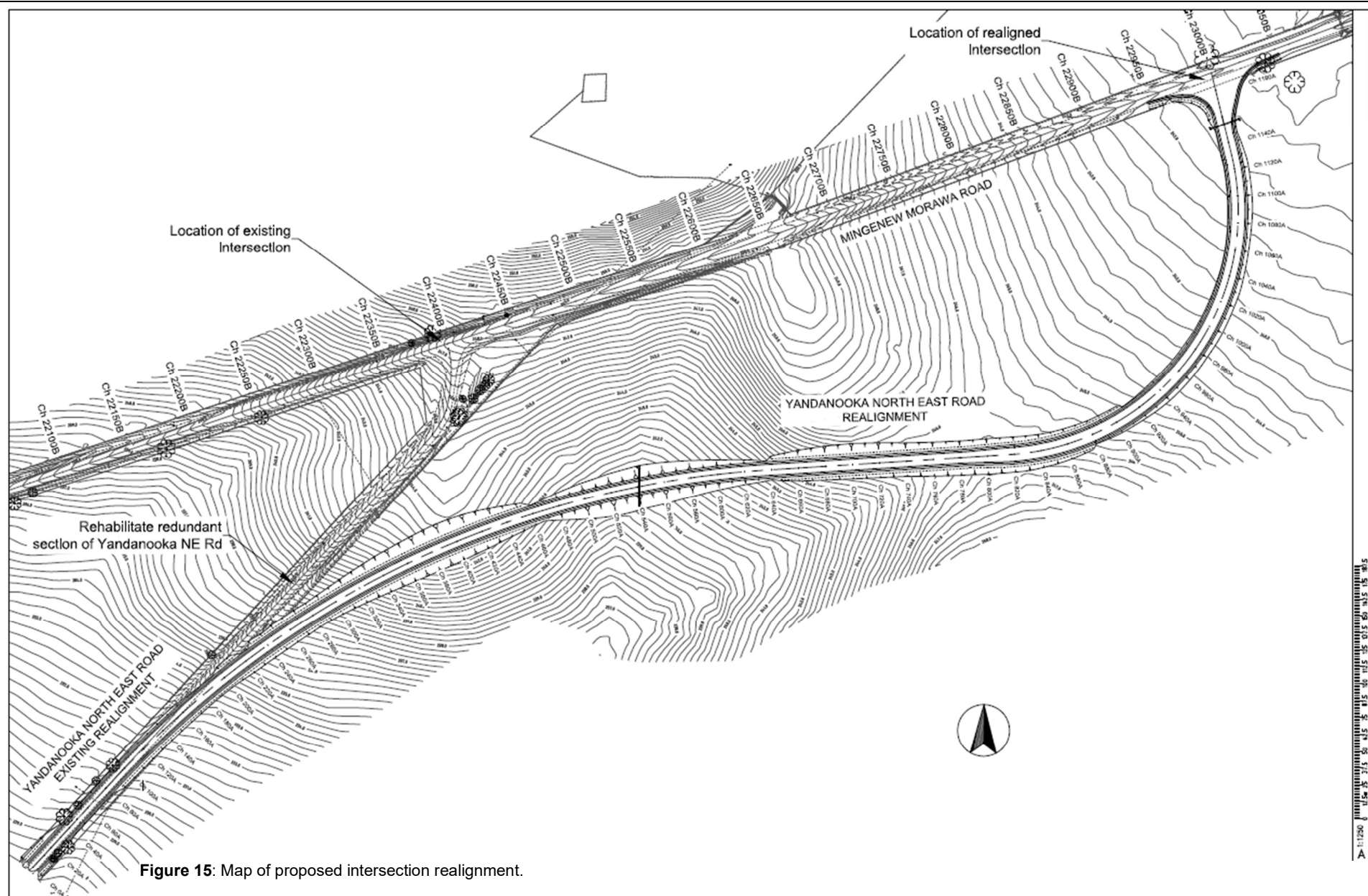
Figure 6-14: Images showing the vegetation proposed to be cleared as part of CPS 9131/1











<p>METADATA</p> <p>GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS</p> <p>MAPPING SURVEY STANDARD: DATE OF CAPTURE:</p> <p>MAIN ROAD PROJECT ZONE: MGA_250 HEIGHT DATUM: AHD</p>		 <p>GERALTON 8007 Torrens Rd Perth, WA 6000 Ph: (08) 9437 7047</p> <p>PERTH 1 York St Perth, WA 6000 Ph: (08) 9437 4344</p>	 <p>SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph: (08) 9528 1152 Fax: (08) 9528 1128</p>	 <p>MD-WEST EASTWARD ROAD Telephone: (08) 9554 2000</p> <p>GERALTON Fax: (08) 9554 2040</p>	<p>CLIENT FILE No. 19/2087</p> <p>RECOMMENDED APPROVED</p> <p>LOCAL AUTHORITY: SHIRE OF MINGENEW (S01)</p> <p>DRAWING NUMBER: MING-YNER-001</p>
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Appendix H. Sources of information

H.1. GIS databases

Publicly available GIS Databases used (sourced from www.data.wa.gov.au):

- 10 Metre Contours (DPIRD-073)
- Aboriginal Heritage Places (DPLH-001)
- Aboriginal Heritage Places (DPLH-001)
- Cadastre (LGATE-218)
- Cadastre Address (LGATE-002)
- Contours (DPIRD-073)
- DBCA – Lands of Interest (DBCA-012)
- DBCA Legislated Lands and Waters (DBCA-011)
- Directory of Important Wetlands in Australia – Western Australia (DBCA-045)
- Environmentally Sensitive Areas (DWER-046)
- Flood Risk (DPIRD-007)
- Groundwater Salinity Statewide (DWER-026)
- Hydrography – Inland Waters – Waterlines
- Hydrological Zones of Western Australia (DPIRD-069)
- IBRA Vegetation Statistics
- Imagery
- Local Planning Scheme – Zones and Reserves (DPLH-071)
- Native Title (ILUA) (LGATE-067)
- Offsets Register – Offsets (DWER-078)
- Pre-European Vegetation Statistics
- Public Drinking Water Source Areas (DWER-033)
- Ramsar Sites (DBCA-010)
- Regional Parks (DBCA-026)
- Remnant Vegetation, All Areas
- RIWI Act, Groundwater Areas (DWER-034)
- RIWI Act, Surface Water Areas and Irrigation Districts (DWER-037)
- Soil Landscape Land Quality – Flood Risk (DPIRD-007)
- Soil Landscape Land Quality – Phosphorus Export Risk (DPIRD-010)
- Soil Landscape Land Quality – Subsurface Acidification Risk (DPIRD-011)
- Soil Landscape Land Quality – Water Erosion Risk (DPIRD-013)
- Soil Landscape Land Quality – Water Repellence Risk (DPIRD-014)
- Soil Landscape Land Quality – Waterlogging Risk (DPIRD-015)
- Soil Landscape Land Quality – Wind Erosion Risk (DPIRD-016)
- Soil Landscape Mapping – Best Available
- Soil Landscape Mapping – Systems
- Wheatbelt Wetlands Stage 1 (DBCA-021)

Restricted GIS Databases used:

- ICMS (Incident Complaints Management System) – Points and Polygons
- Threatened Flora (TPFL)
- Threatened Flora (WAHerb)
- Threatened Fauna
- Threatened Ecological Communities and Priority Ecological Communities
- Threatened Ecological Communities and Priority Ecological Communities (Buffers)

H.2. References

- Applicant (2020)a *Clearing permit application CPS 9131/1*, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2020)b. *Supporting information for clearing permit application CPS 9131/1*, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2021). *Supporting information for clearing permit application CPS 9131/1*, received 16 March 2021 (DWER Ref: A1989607).
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- Commonwealth of Australia (2001) *National Objectives and Targets for Biodiversity Conservation 2001-2005*, Canberra.
- Department of Environment Regulation (DER) (2013). *A guide to the assessment of applications to clear native vegetation*. Perth. Available from: https://www.der.wa.gov.au/images/documents/your-environment/native-vegetation/Guidelines/Guide2_assessment_native_veg.pdf.
- Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) (2012) EPBC Act referral guidelines for three threatened black cockatoo species: Carnaby's cockatoo (Endangered) *Calyptorhynchus latirostris*, Baudin's cockatoo (Vulnerable) *Calyptorhynchus baudinii*, Forest red-tailed black cockatoo (Vulnerable) *Calyptorhynchus banksii naso*. Department of Sustainability, Environment, Water, Population and Communities (now the Department of Agriculture, Water and Environment), Canberra.
- Department of Water and Environmental Regulation (DWER) (2019). *Procedure: Native vegetation clearing permits*. Joondalup. Available from: https://dwer.wa.gov.au/sites/default/files/Procedure_Native_vegetation_clearing_permits_v1.PDF.
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- Hedde, E. M., Loneragan, O. W., and Havel, J. J. (1980) *Vegetation Complexes of the Darling System, Western Australia*. In Department of Conservation and Environment, Atlas of Natural Resources, Darling System, Western Australia.
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- Molloy, S., Wood, J., Hall, S., Wallrodt, S. and Whisson, G. (2009) *South West Regional Ecological Linkages Technical Report*, Western Australian Local Government Association and Department of Environment and Conservation, Perth.
- Northcote, K. H. with Beckmann G G, Bettenay E., Churchward H. M., van Dijk D. C., Dimmock G. M., Hubble G. D., Isbell R. F., McArthur W. M., Murtha G. G., Nicolls K. D., Paton T. R., Thompson C. H., Webb A. A. and Wright M. J. (1960-68) *Atlas of Australian Soils*, Sheets 1 to 10, with explanatory data. CSIRO and Melbourne University Press: Melbourne.

- Schoknecht, N., Tille, P. and Purdie, B. (2004) *Soil-landscape mapping in South-Western Australia – Overview of Methodology and outputs* Resource Management Technical Report No. 280. Department of Agriculture.
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- Western Australian Herbarium (1998-). *FloraBase - the Western Australian Flora*. Department of Biodiversity, Conservation and Attractions, Western Australia. <https://florabase.dpaw.wa.gov.au/> (Accessed 25 February 2021)



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ANNEXURE C TENDER DRAWINGS

SHIRE OF MINGENEW

YANDANOOKA NORTH EAST RD REALIGNMENT

ROAD CONSTRUCTION DRAWINGS

DRAWING No.	DESCRIPTION
-------------	-------------

202014-0201	LOCALITY PLAN AND INDEX
202014-0202	INTERSECTION and REALIGNMENT LAYOUT PLAN
202014-0203	PLAN / PROFILE : Ch 0A - 600A
202014-0204	PLAN/ / PROFILE : Ch 600A - 1190A
202014-0205	CROSS SECTIONS : Ch 0A - 300A
202014-0206	CROSS SECTIONS : Ch 320A - 540A
202014-0207	CROSS SECTIONS : Ch 560A - 780A
202014-0208	CROSS SECTIONS : Ch 800A - 1100A

DRAWING No.	DESCRIPTION
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202014-0209	CROSS SECTIONS : Ch 1120A - 1160A
202014-0210	SIGNS and LINEMARKING PLAN : Sheet 1 of 2
202014-0211	SIGNS and LINEMARKING PLAN : Sheet 2 of 2
202014-0212	DRAINAGE SCHEDULE
202014-0213	TYPICAL SECTION DETAILS
202014-0214	INTERSECTION SWEEP PATHS : Sheet 1 of 2
202014-0215	INTERSECTION SWEEP PATHS : Sheet 2 of 2
202014-0216	INTERSECTION PLAN

NOTE : ALL A-1 DRAWINGS HAVE BEEN REDUCED TO A-3 SIZE

MAIN ROADS STANDARD DRAWINGS

DRAINAGE

DRAWING No.	DESCRIPTION
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201131-0064	Small Box Culvert Construction details - Sheet 1 of 3
201131-0065	Small Box Culvert Construction details - Sheet 2 of 3
201131-0066	Small Box Culvert Construction details - Sheet 3 of 3
200131-0061	RCP Culvert General Arrangement
200131-0062	Culvert Bedding and Backfill details
201631-0090	Culvert Construction Details
9831-5498	Off-Road Drainage Cross sections

SIGNS AND LINEMARKING

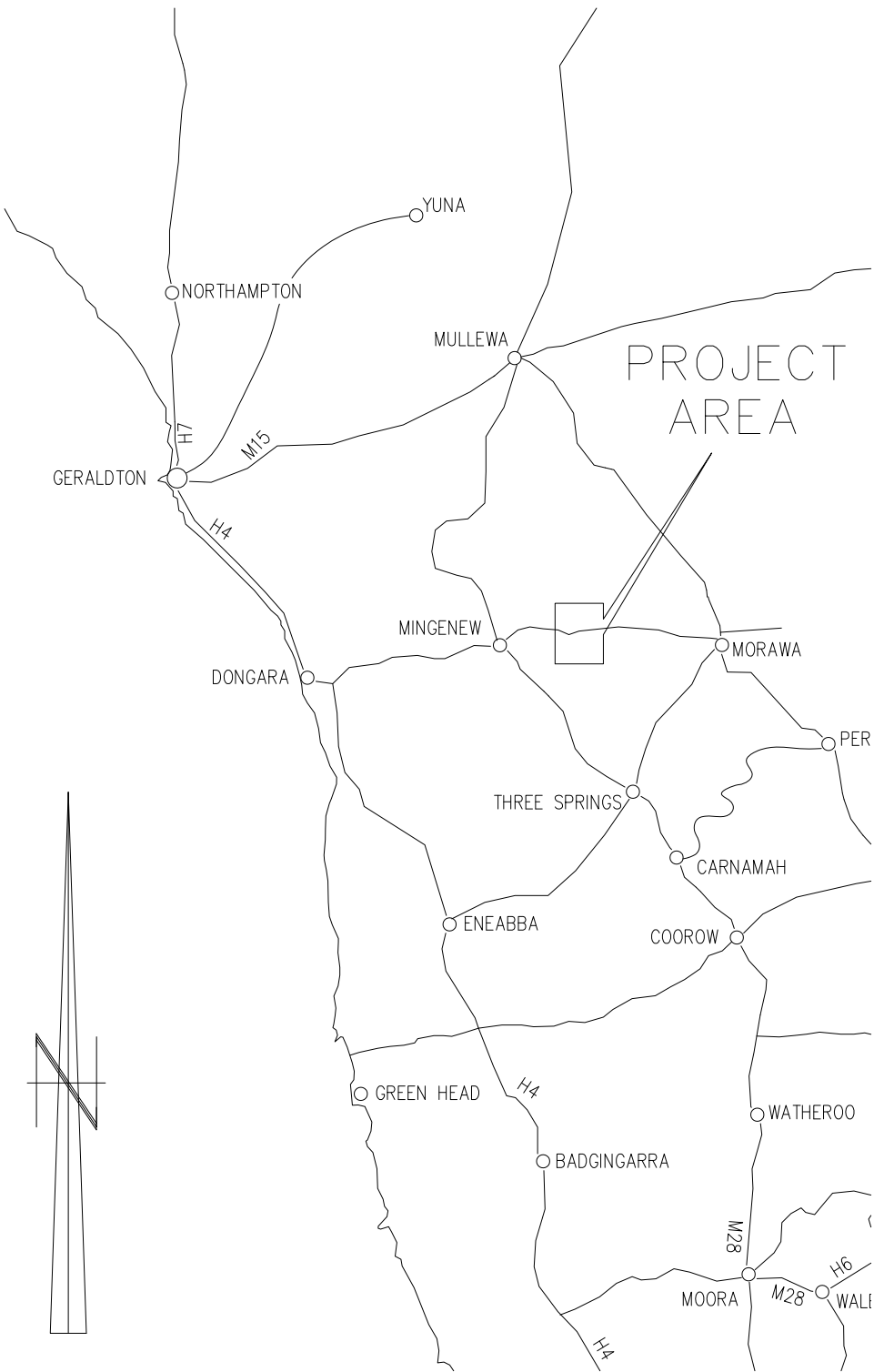
DRAWING No.	DESCRIPTION
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9548-0106	Road Traffic Signs Installation - Location Details
9648-0176	Fixing and Installation - Single Hazard Markers
200431-002	Pavement Marking Stop and Give Way Lines
201031-0027	Pavement Marking Raised Pavement Markers
9931-0198	Pavement Marking Line Types

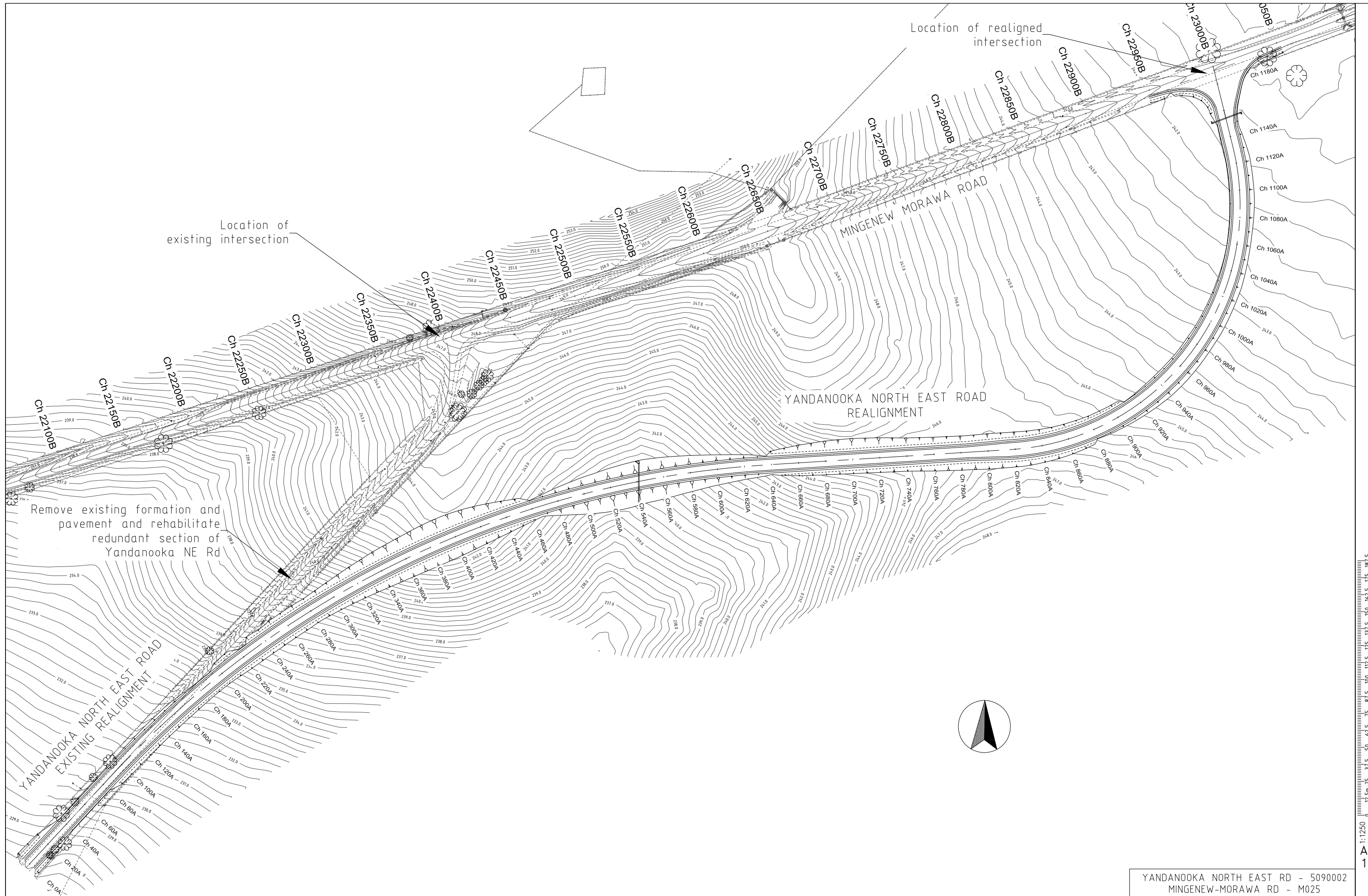
FENCING

DRAWING No.	DESCRIPTION
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200331-096	Agricultural Fencing details
200331-098	1200 Agricultural Fence Plain
200331-101	1200 Agricultural Fence Timber Strainer
200331-102	1200 Agricultural Fence Steel Pipe



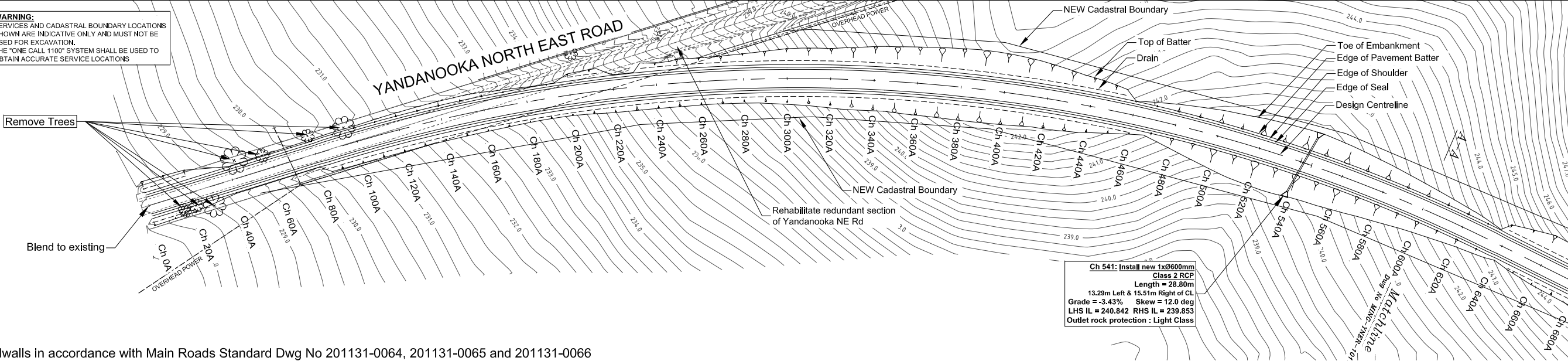
LOCALITY PLAN



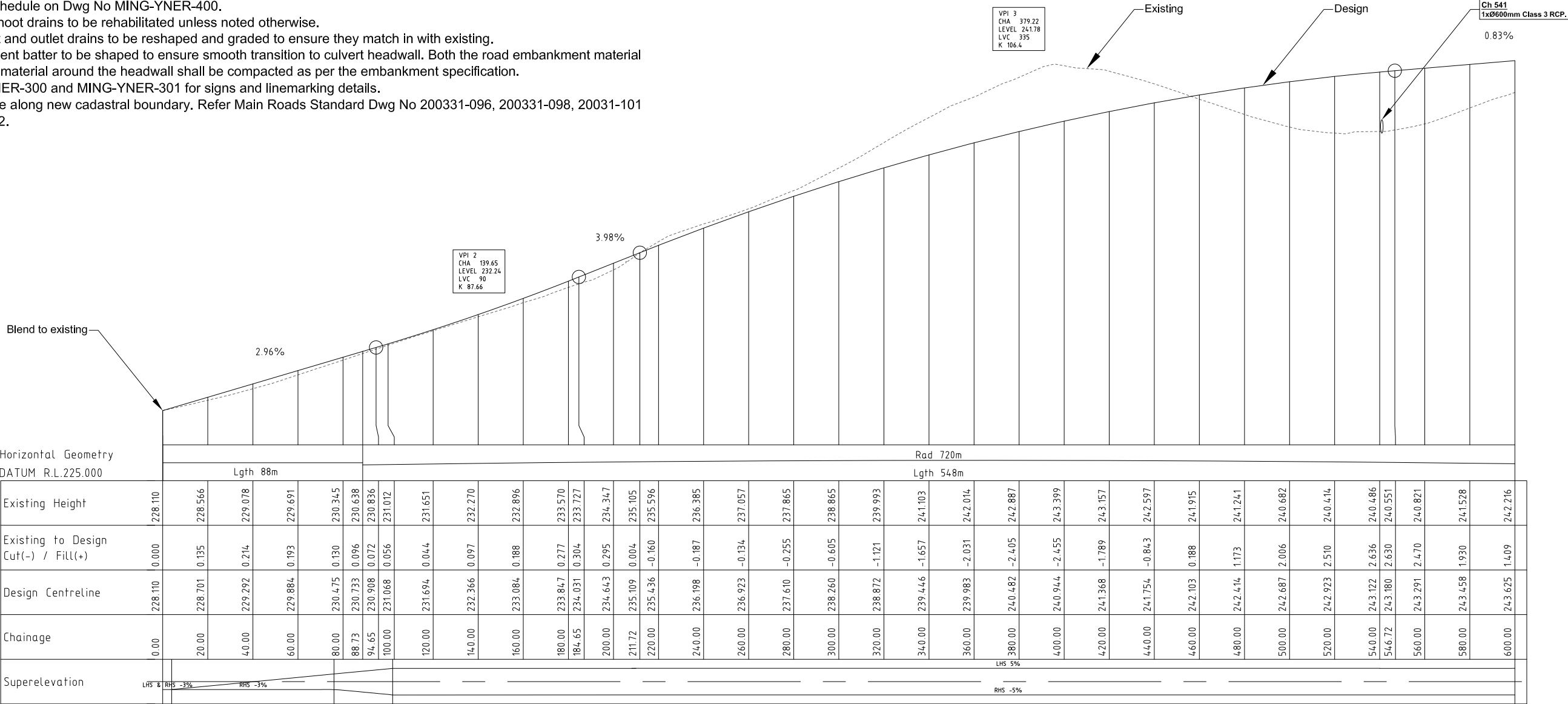
E D C No.				Issued for Final design review Issued for 100% design review Issued for 85% design review Issued for 15% design review				10-02-21 06-11-20 19-08-20 17-06-19				METADATA				GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD				DESIGNED M.BARNS/ DRAWN S.SOUNDARARAJAN CHECKED M.BARNS				DATE 17/08/20 DATE 23/02/21				SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128				CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200				CLIENT FILE No. RECOMMENDED APPROVED				YANDANOOKA NE RD REALIGNMENT INTERSECTION AND REALIGNMENT LAYOUT PLAN LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0202-F			
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WARNING:
SERVICES AND CADASTRAL BOUNDARY LOCATIONS SHOWN ARE INDICATIVE ONLY AND MUST NOT BE USED FOR EXCAVATION. THE "ONE CALL 1100" SYSTEM SHALL BE USED TO OBTAIN ACCURATE SERVICE LOCATIONS

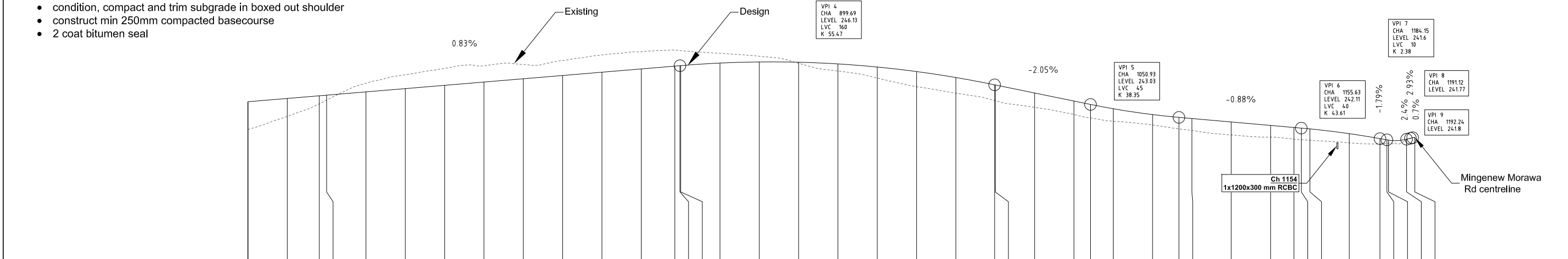
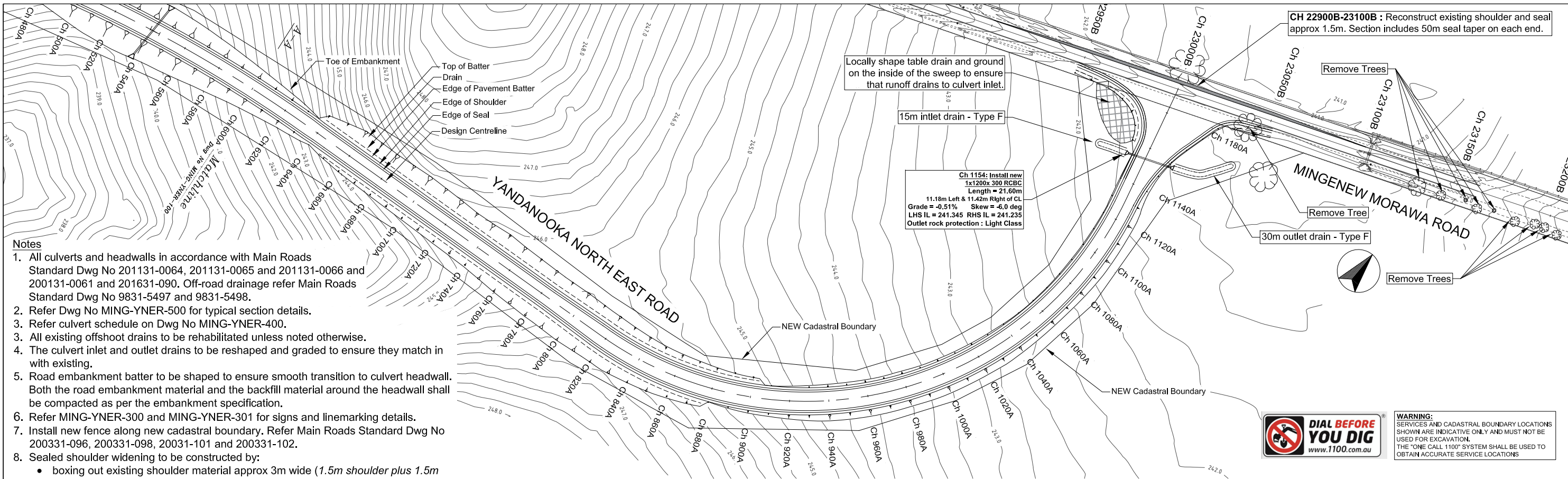


- Notes**
1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
 2. Refer Dwg No MING-YNER-500 for typical section details.
 3. Refer culvert schedule on Dwg No MING-YNER-400.
 3. All existing offshoot drains to be rehabilitated unless noted otherwise.
 4. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
 5. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
 6. Refer MING-YNER-300 and MING-YNER-301 for signs and linemarking details.
 7. Install new fence along new cadastral boundary. Refer Main Roads Standard Dwg No 200331-096, 200331-098, 20031-101 and 200331-102.



Hz Scale 1:1000 Vert Scale 1:100
LONGITUDINAL SECTION Yandanooka North East Rd : Ch 0A - 600A

<div><div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div>Issued for Final design review</div><div>Issued for 100% design review</div><div>Issued for 85% design review</div><div>Issued for 15% design review</div></div></div><div><div>10-02-21</div><div>06-11-20</div><div>19-06-20</div><div>17-06-19</div></div><div><div>GROUND SURVEY STANDARD: ENGINEERING SURVEY</div><div>DATE OF CAPTURE: VARIOUS</div><div>MAPPING SURVEY STANDARD:</div><div>DATE OF CAPTURE:</div><div>MAIN ROADS PROJECT ZONE: MGA_Z50</div><div>HEIGHT DATUM: AHD</div></div></div>			<div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div>8/81 Forrest St</div><div>Geraldton WA 6530</div><div>Ph - 9921 5547</div></div><div><div>3 Shakespeare Ave</div><div>MINGENEW WA 6522</div><div>Ph - 9921 5547</div></div></div> <div><div>DESIGNED M.BARNES</div><div>DRAWN S.SOUNDARARAJAN</div><div>CHECKED M.BARNES</div></div> <div><div>DATE 17/08/20</div><div>DATE 23/02/21</div></div>		<div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div>21 VICTORIA ST</div><div>PO BOX 120</div><div>MINGENEW WA 6522</div><div>Ph (08) 9928 1102</div><div>Fax (08) 9928 1128</div></div></div> <div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div>CENTRAL & NORTHERN DIRECTORATE</div><div>MID WEST-GASCOYNE REGION</div><div>EASTWARD ROAD</div><div>Telephone (08) 9956 1200</div></div><div><div>GERALDTON</div><div>Fax (08) 9956 1240</div></div></div> <div><div>CLIENT FILE No.</div><div>RECOMMENDED</div><div>APPROVED</div></div>		<div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div>YANDANOOKA NE RD REALIGNMENT</div><div>PLAN / PROFILE</div><div>YANDANOOKA NE RD Ch 0A-600A</div><div>LOCAL AUTHORITY SHIRE OF MINGENEW (509)</div><div>DRAWING NUMBER</div></div></div> <div><div>202014-0203-F</div></div>	
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Horizontal Geometry
DATUM R.L.234.000

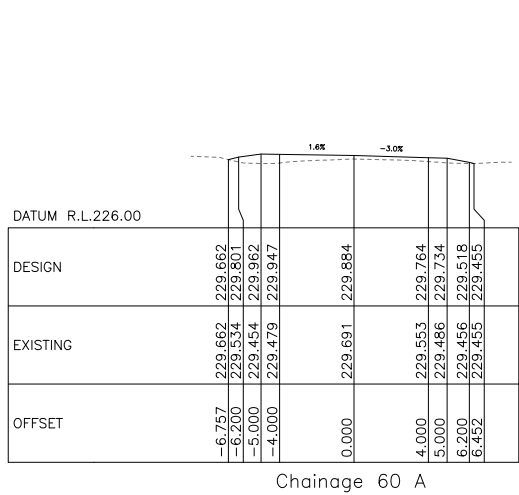
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	Lgth 54.8m					Lgth 180m					Lgth 315m					Lgth 61m				
Existing Height	242.216	242.882	243.516	243.709	244.569	245.000	245.320	245.457	245.518	245.721	246.005	246.169	246.250	246.230	246.227	246.087	245.941	245.584	245.188	244.832
Existing to Design Cut(-) / Fill(+)	1.409	0.910	0.412	0.250	-0.443	-0.707	-0.860	-0.830	-0.724	-0.760	-0.877	-0.874	-0.813	-0.771	-0.765	-0.495	-0.292	0.051	0.361	0.558
Design Centreline	243.625	243.792	243.928	243.959	244.126	244.293	244.460	244.627	244.794	244.961	245.128	245.295	245.437	245.459	245.462	245.592	245.649	245.635	245.549	245.390
Chainage	600.00	620.00	636.24	640.00	660.00	680.00	700.00	720.00	740.00	760.00	780.00	800.00	817.04	819.69	820.00	840.00	860.00	880.00	900.00	920.00
Superelevation	LHS 5%					RHS -3%					LHS & RHS -3%					LHS -3%				
	RHS -5%					RHS -3%					LHS & RHS -3%					LHS -3%				

HZ Scale 1:1000

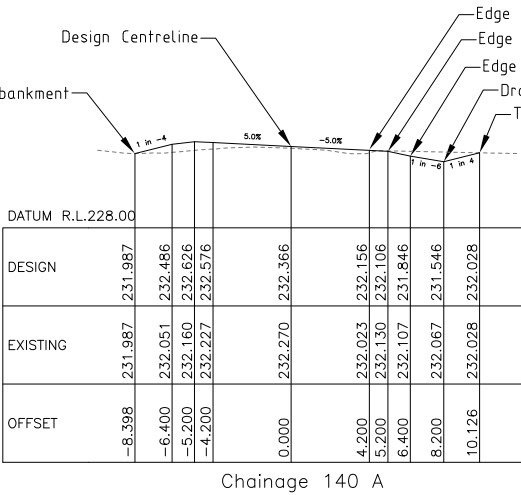
Vert Scale 1:100

LONGITUDINAL SECTION Yandanooka North East Rd : Ch 600A - 1193A

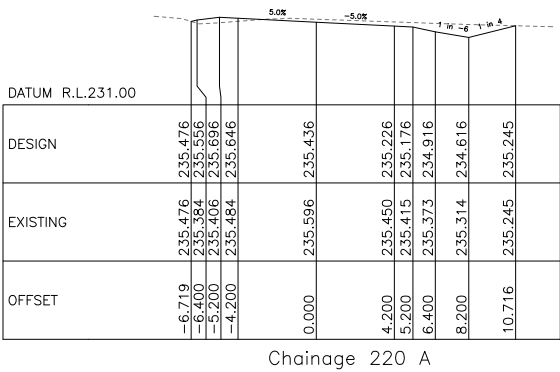
E D C A	Issued for Final design review		10-02-21	GROUND SURVEY STANDARD: ENGINEERING SURVEY		 GREENFIELD TECHNICAL SERVICES 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547 3 Shakespeare Ave Perth WA 6060 Mob - 0498 999 484	 SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128	 CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240	CLIENT FILE No.	YANDANOOKA NE RD REALIGNMENT PLAN / PROFILE YANDANOOKA NE RD Ch 600A-1193A LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0204-F
	Issued for 100% design review		06-11-20	DATE OF CAPTURE: VARIOUS					RECOMMENDED	
	Issued for 85% design review		19-08-20	MAPPING SURVEY STANDARD:					APPROVED	
	Issued for 15% design review		17-06-19	DATE OF CAPTURE:						
No.	DESCRIPTION	APPROVED & DATE	MAIN ROADS PROJECT ZONE: MGA_Z50			DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN CHECKED M.BARNES	DATE 17/08/20 DATE 23/02/21			
AMENDMENTS			HEIGHT DATUM: AHD							



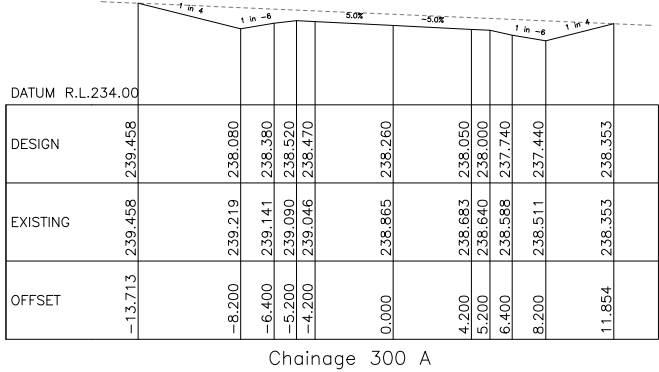
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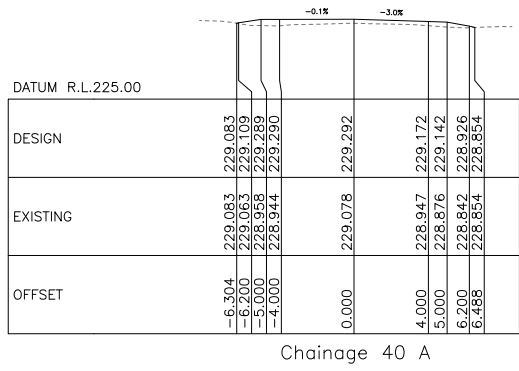
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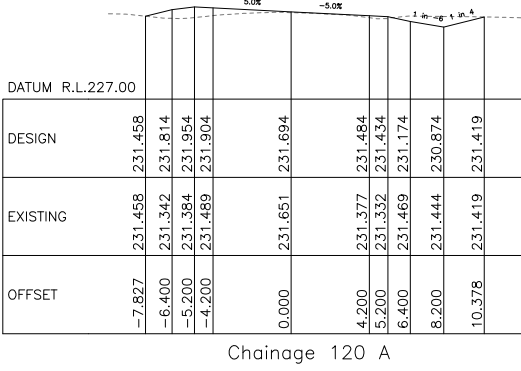
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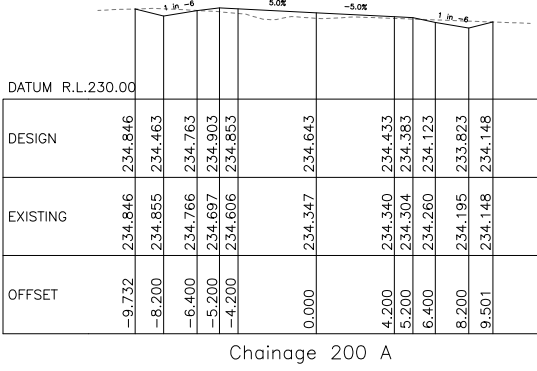
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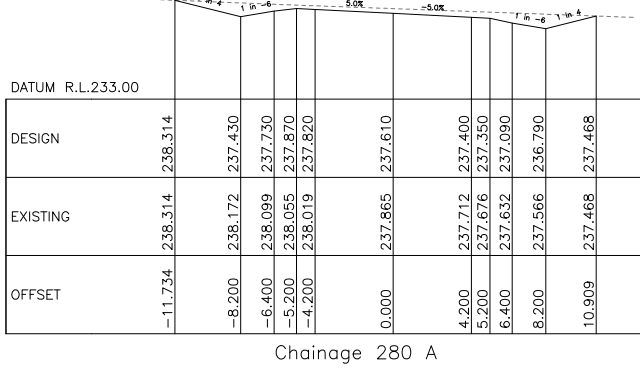
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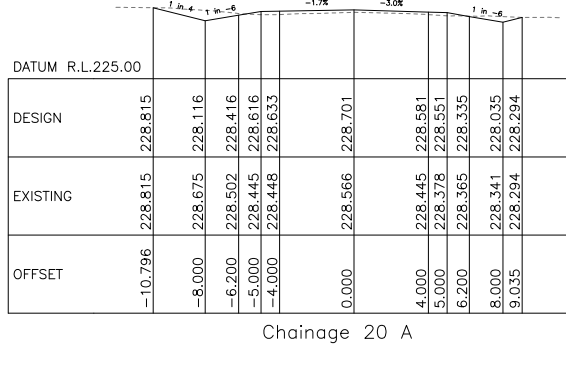
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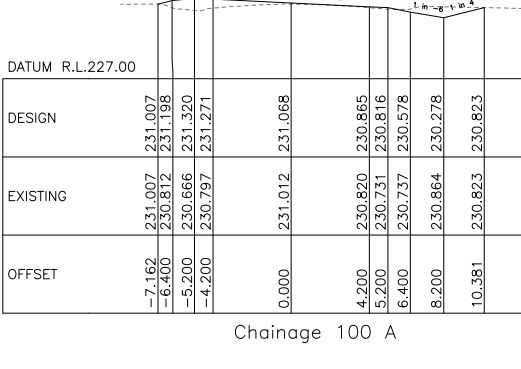
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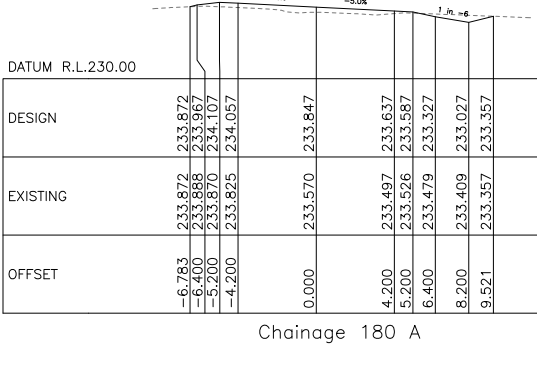
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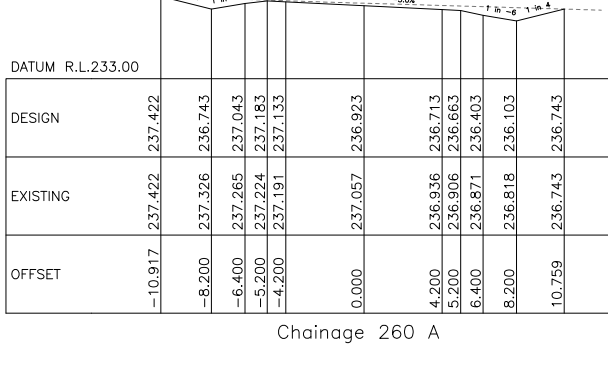
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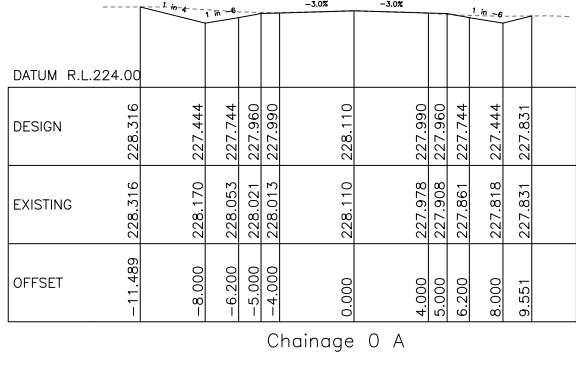
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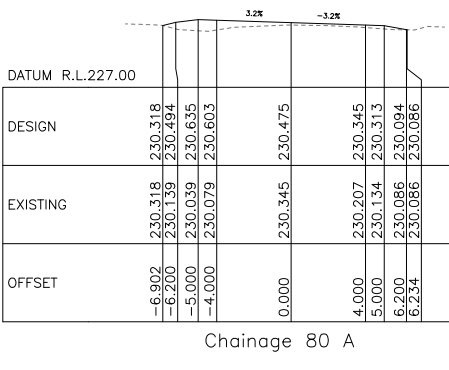
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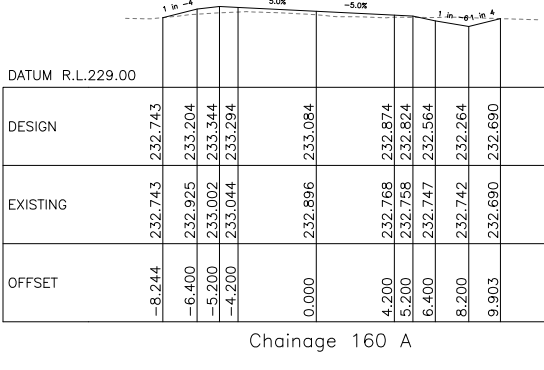
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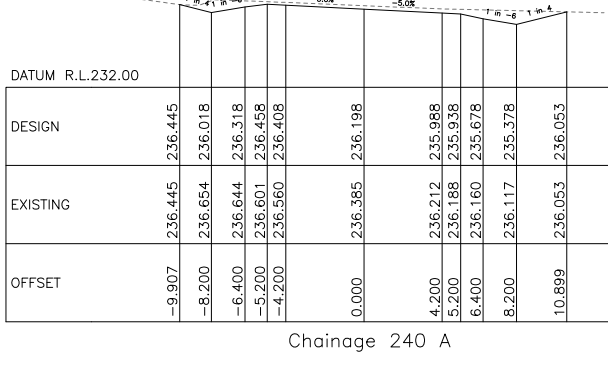
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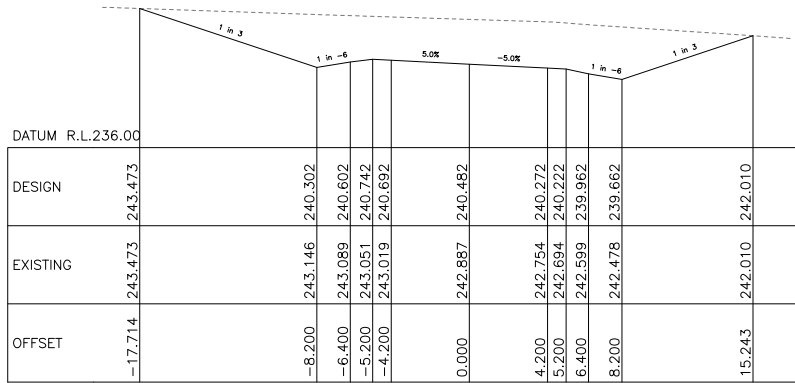
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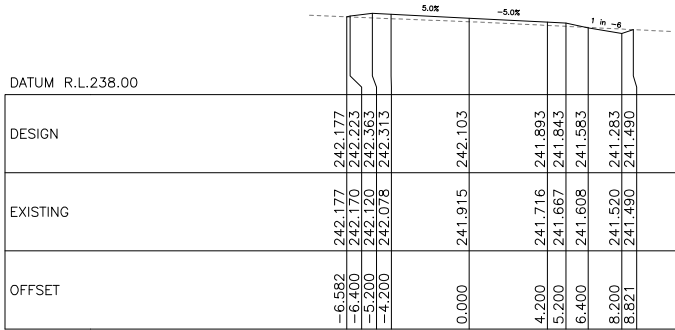
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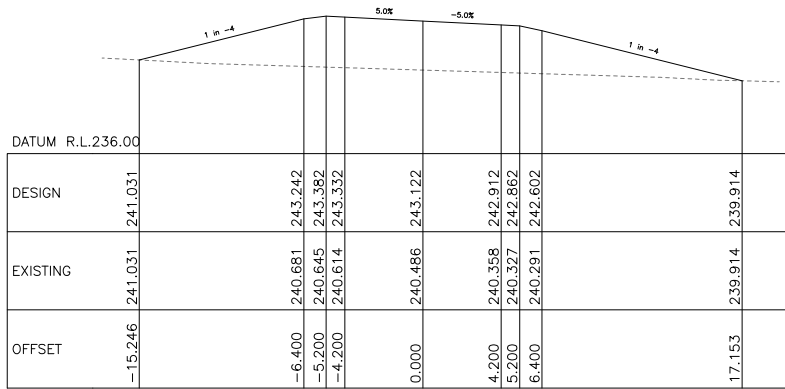
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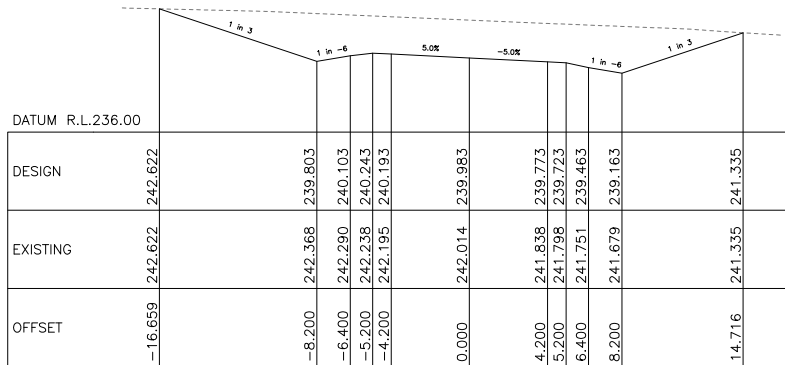
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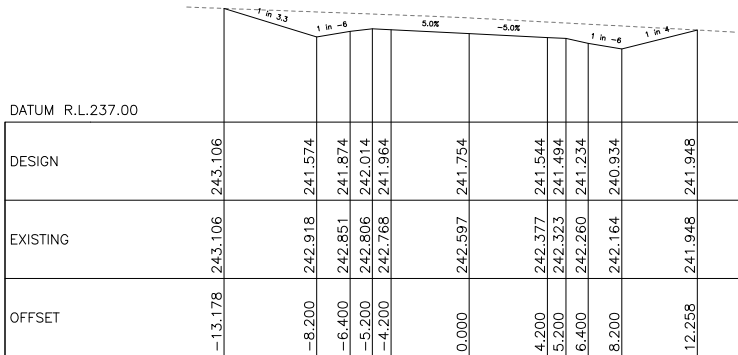
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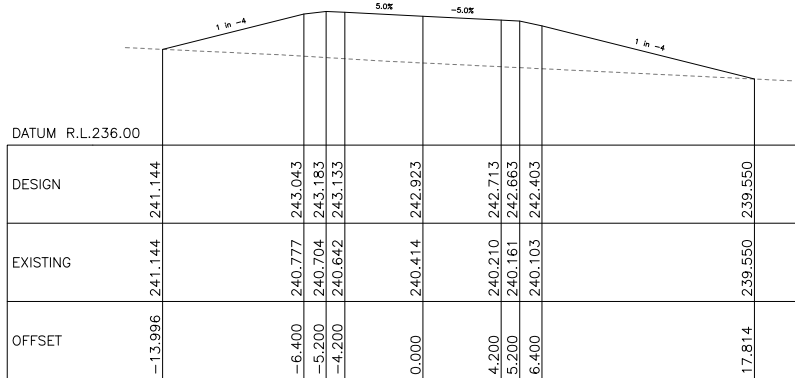
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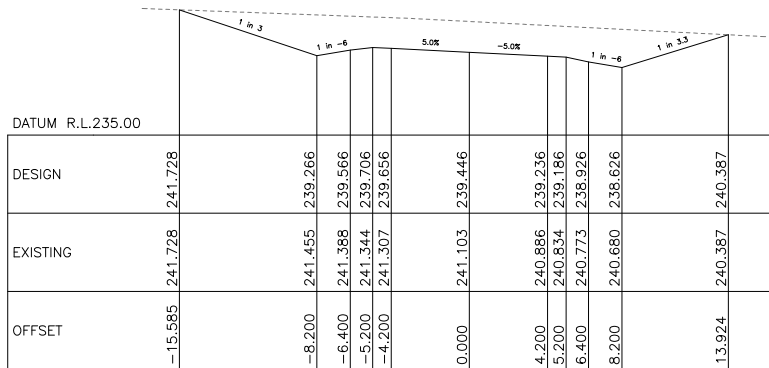
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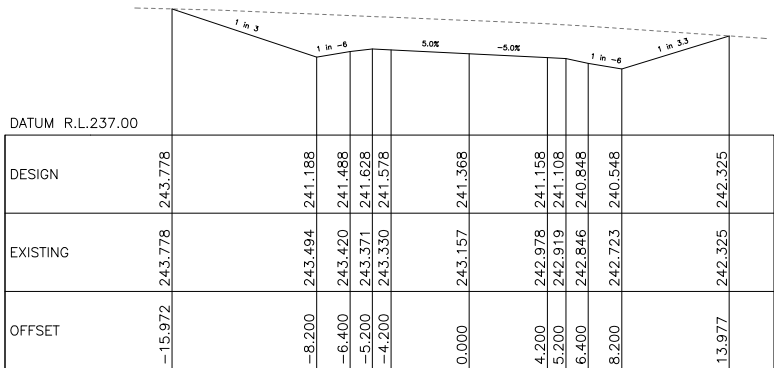
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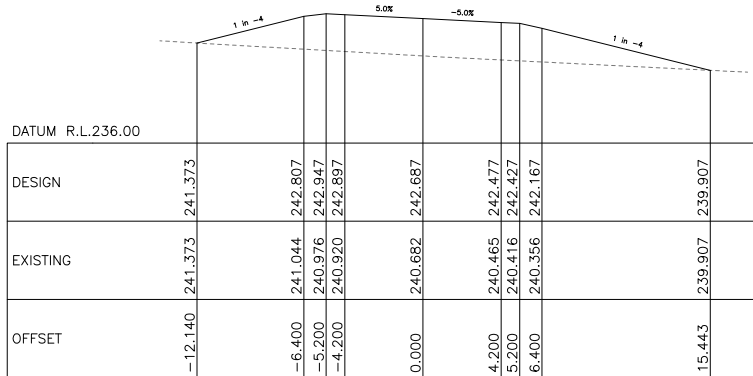
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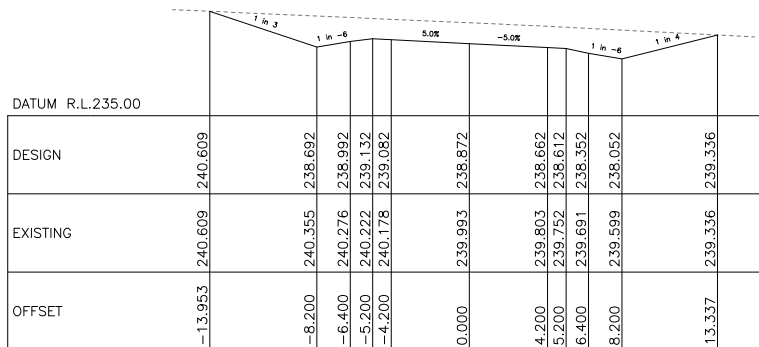
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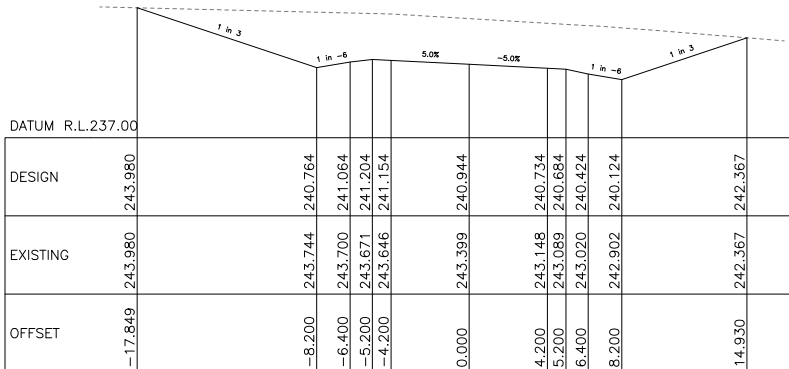
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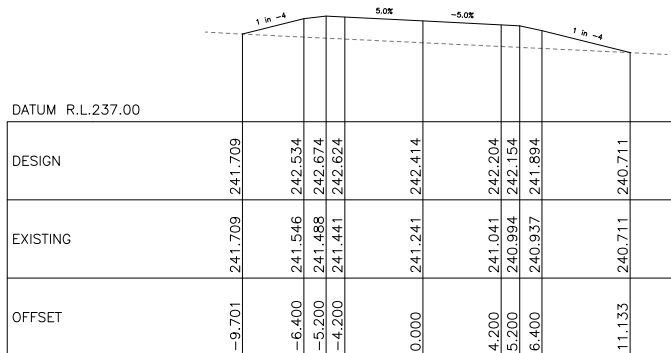
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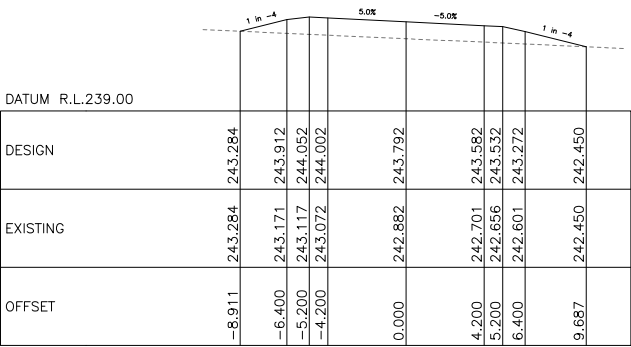
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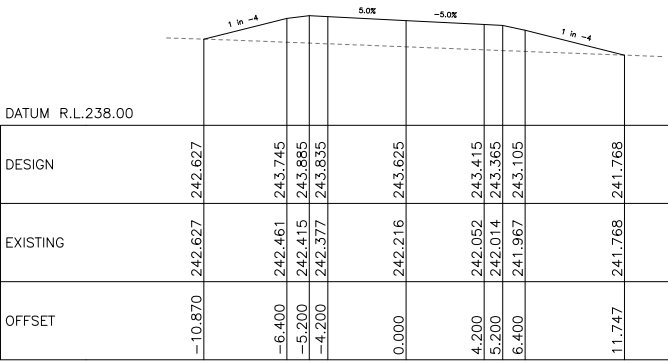
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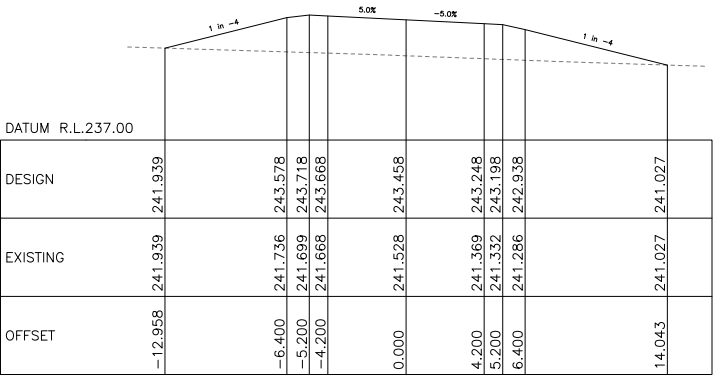
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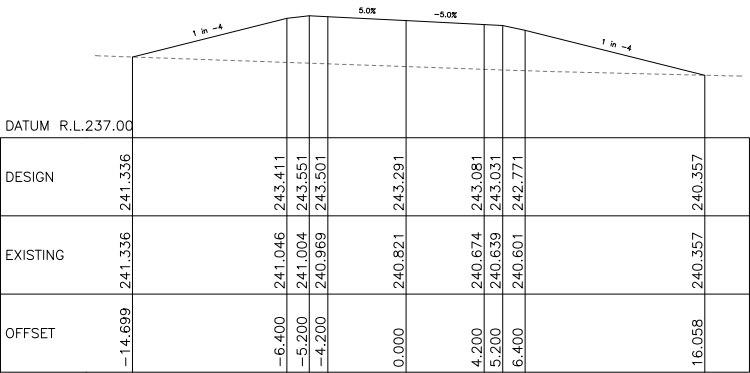
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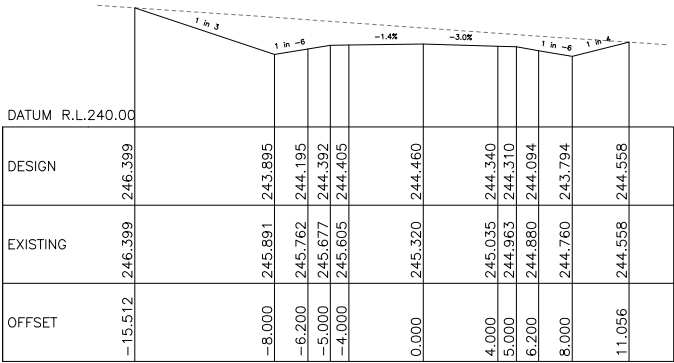
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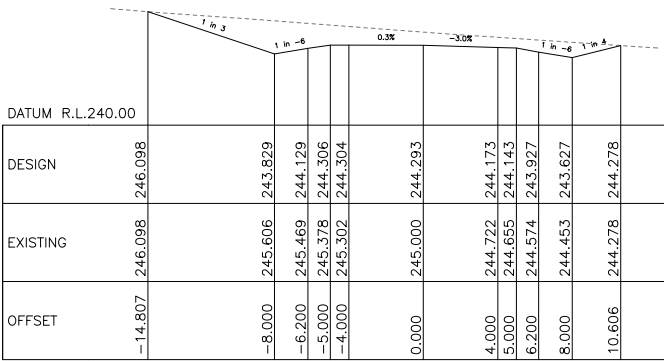
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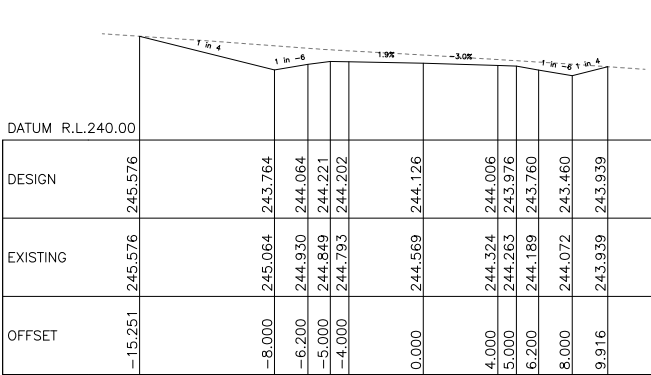
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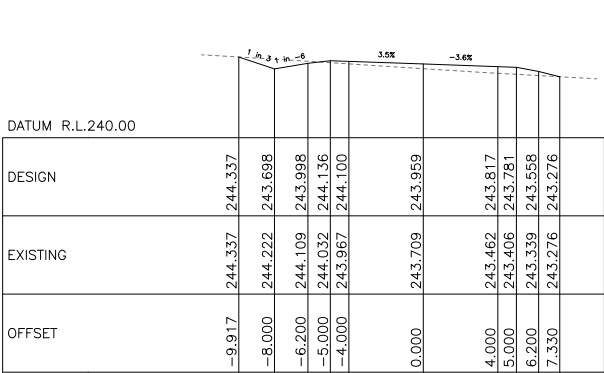
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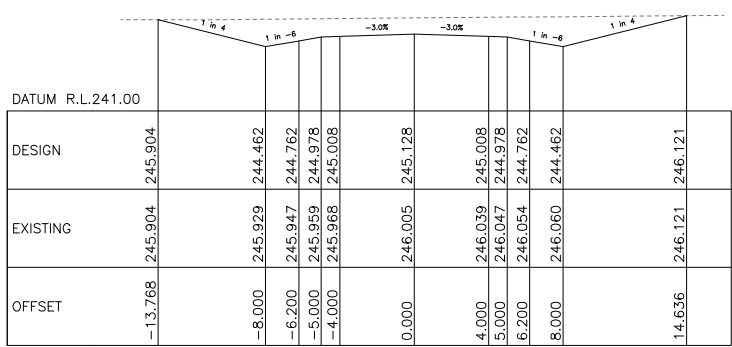
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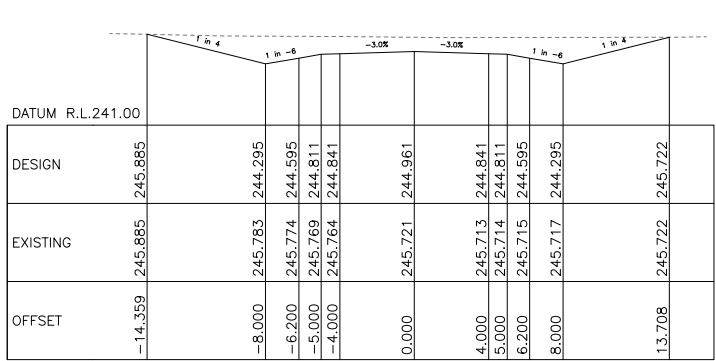
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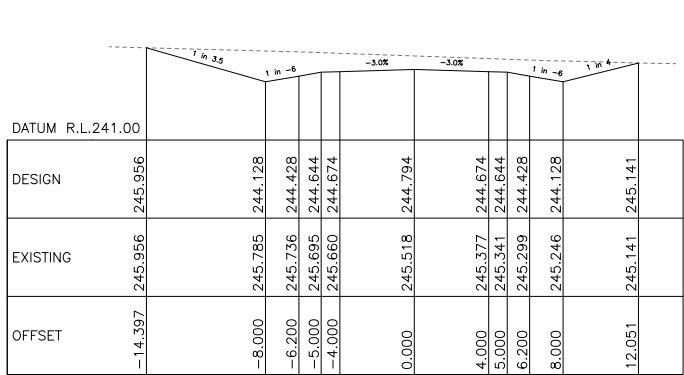
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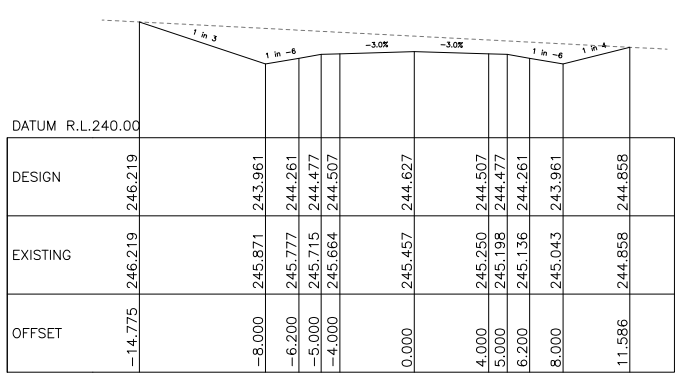
Chainage 780 A



Chainage 760 A



Chainage 740 A



Chainage 720 A

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
CROSS SECTIONS - Sheet 3 of 5
YANDANOOKA NE RD Ch 560A-780A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)


DRAWING NUMBER


202014-0207-F

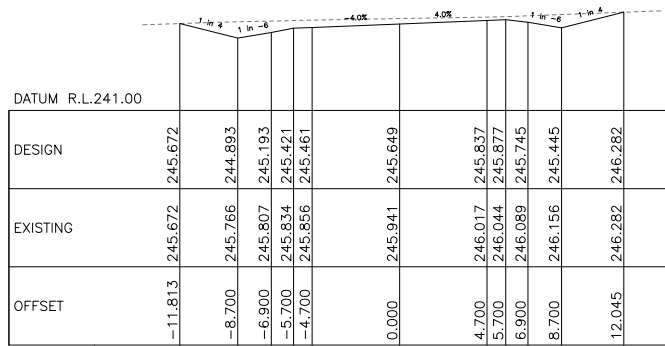
E D C A	Issued for Final design review	10-02-21
	Issued for 100% design review	06-11-20
	Issued for 85% design review	19-06-20
	Issued for 15% design review	17-06-19
No.	DESCRIPTION	APPROVED & DATE
AMENDMENTS		

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

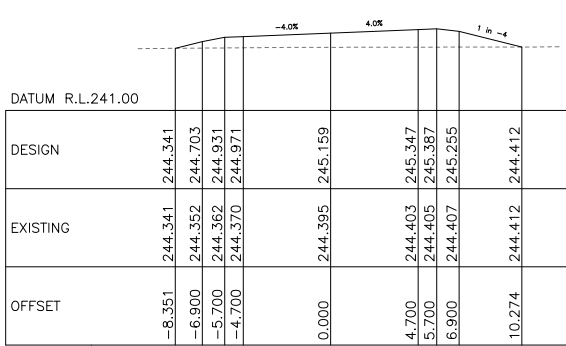
	
GERALDTON	8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547
PERTH	3 Shakespeare Ave Mingeneew WA 6060 Mob - 0498 999 484
DESIGNED	M.BARNES
DRAWN	S.SOUNDARARAJAN
CHECKED	M.BARNES
DATE	17/08/20
DATE	23/02/21

	
SHIRE OF MINGENEW	
21 VICTORIA ST PO BOX 120 MINGENEW WA 6522	
Ph (08) 9928 1102 Fax (08) 9928 1128	

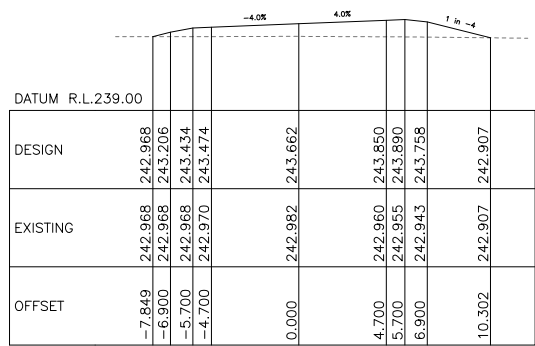
	
CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION	
EASTWARD ROAD Telephone (08) 9956 1200	
GERALDTON Fax (08) 9956 1240	
CLIENT FILE No.	
RECOMMENDED	
APPROVED	



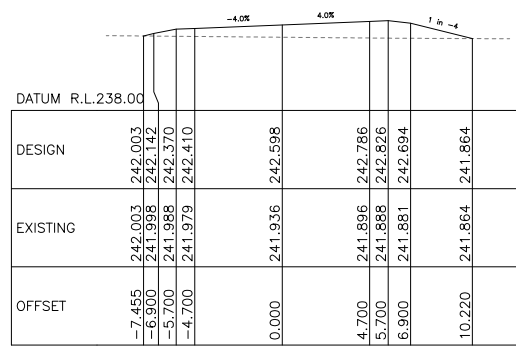
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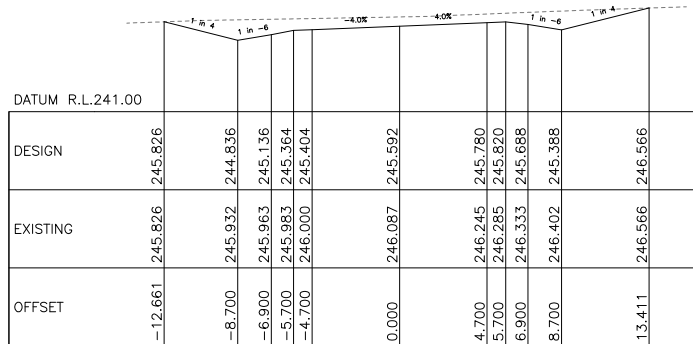
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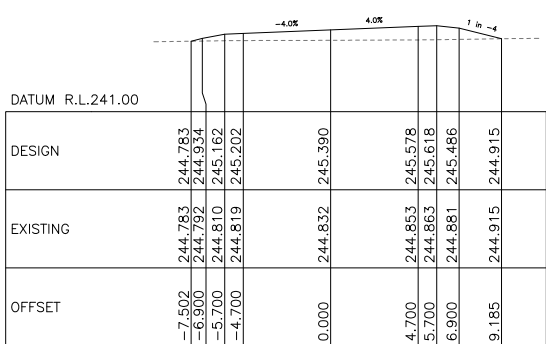
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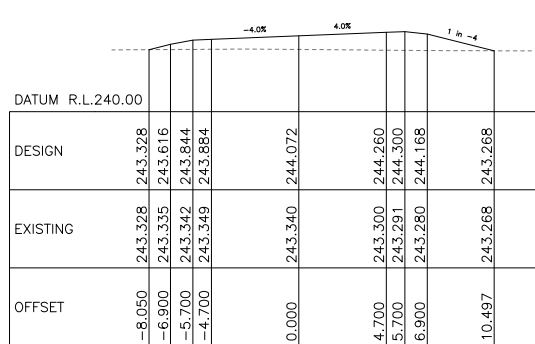
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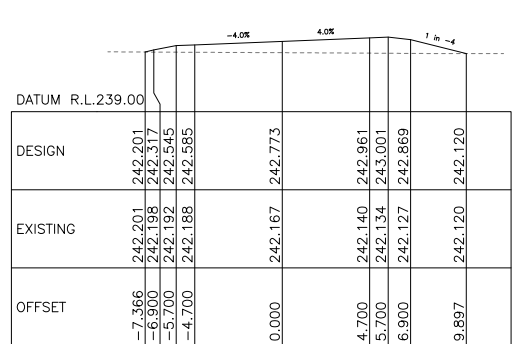
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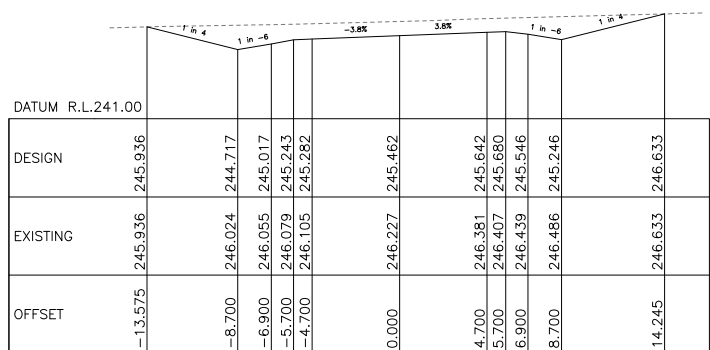
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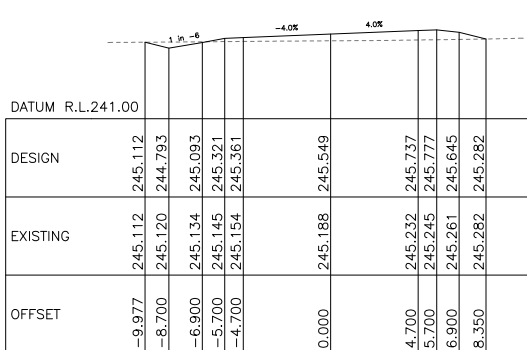
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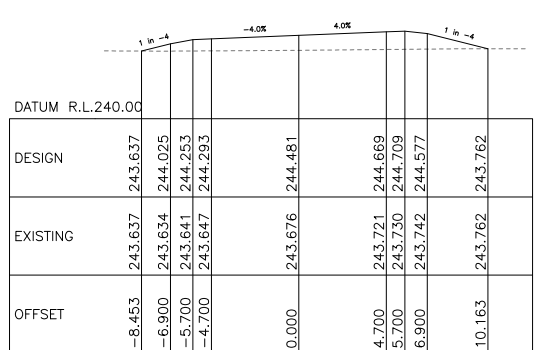
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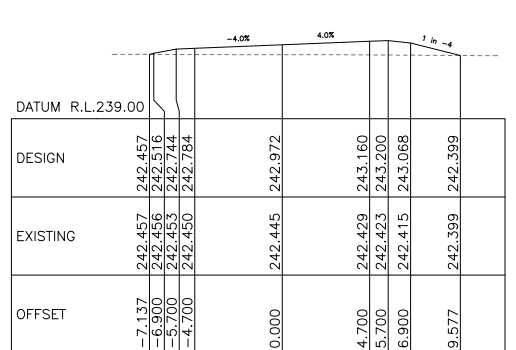
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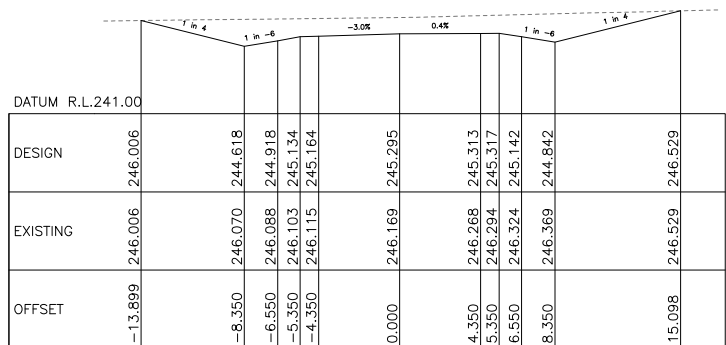
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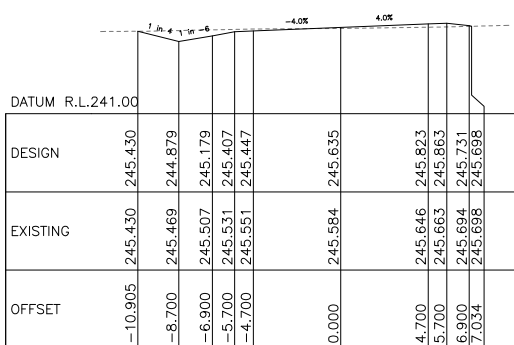
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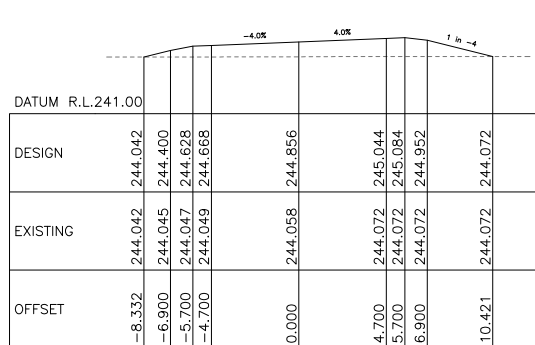
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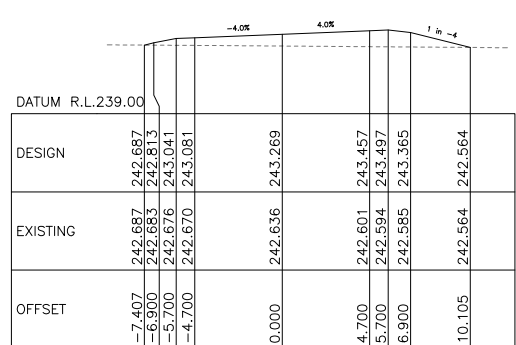
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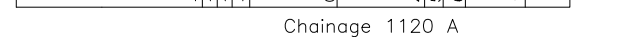
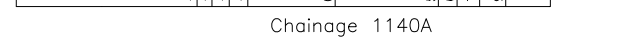
Chainage 880 A



Chainage 960 A



Chainage 1040 A

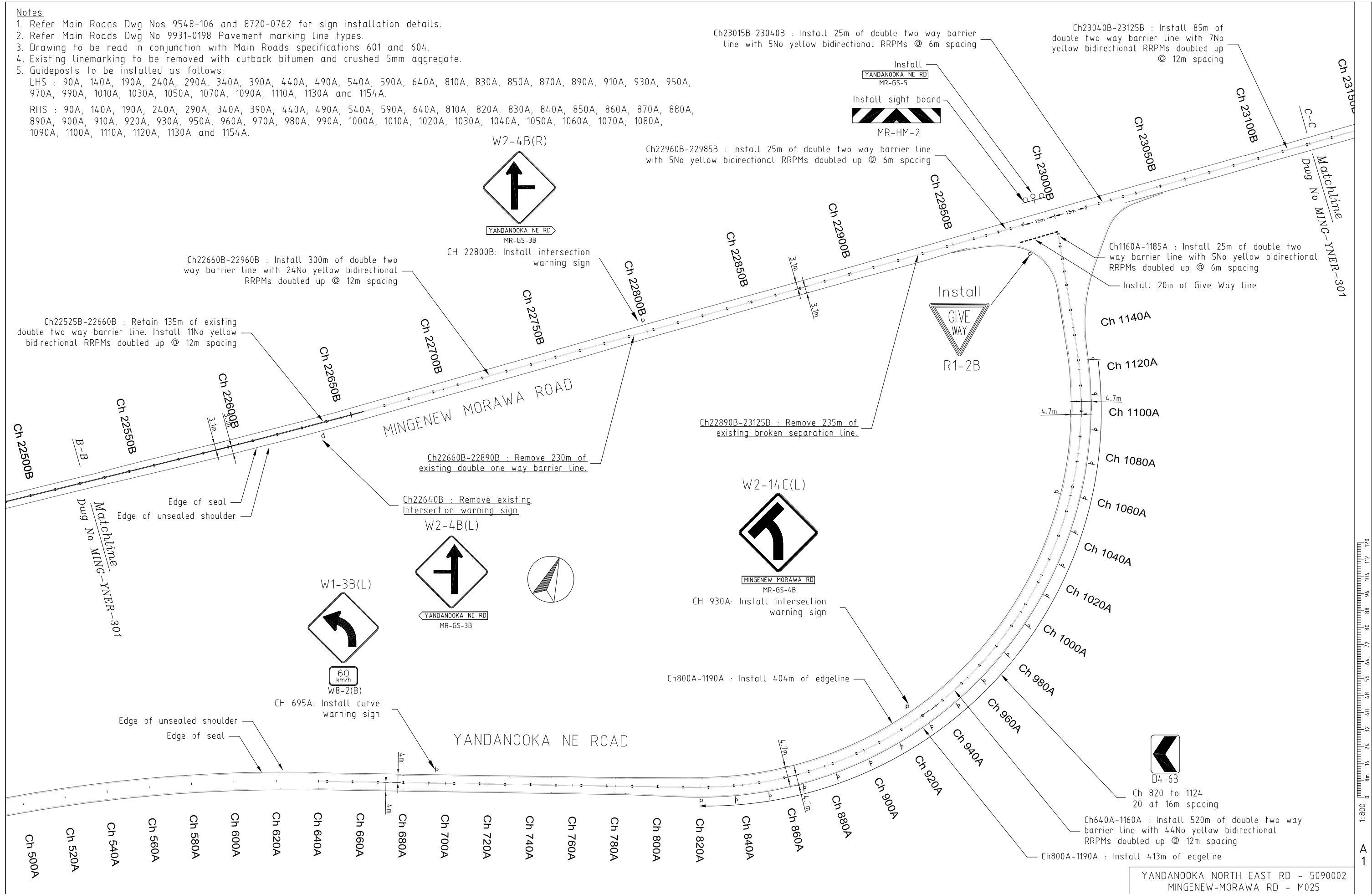


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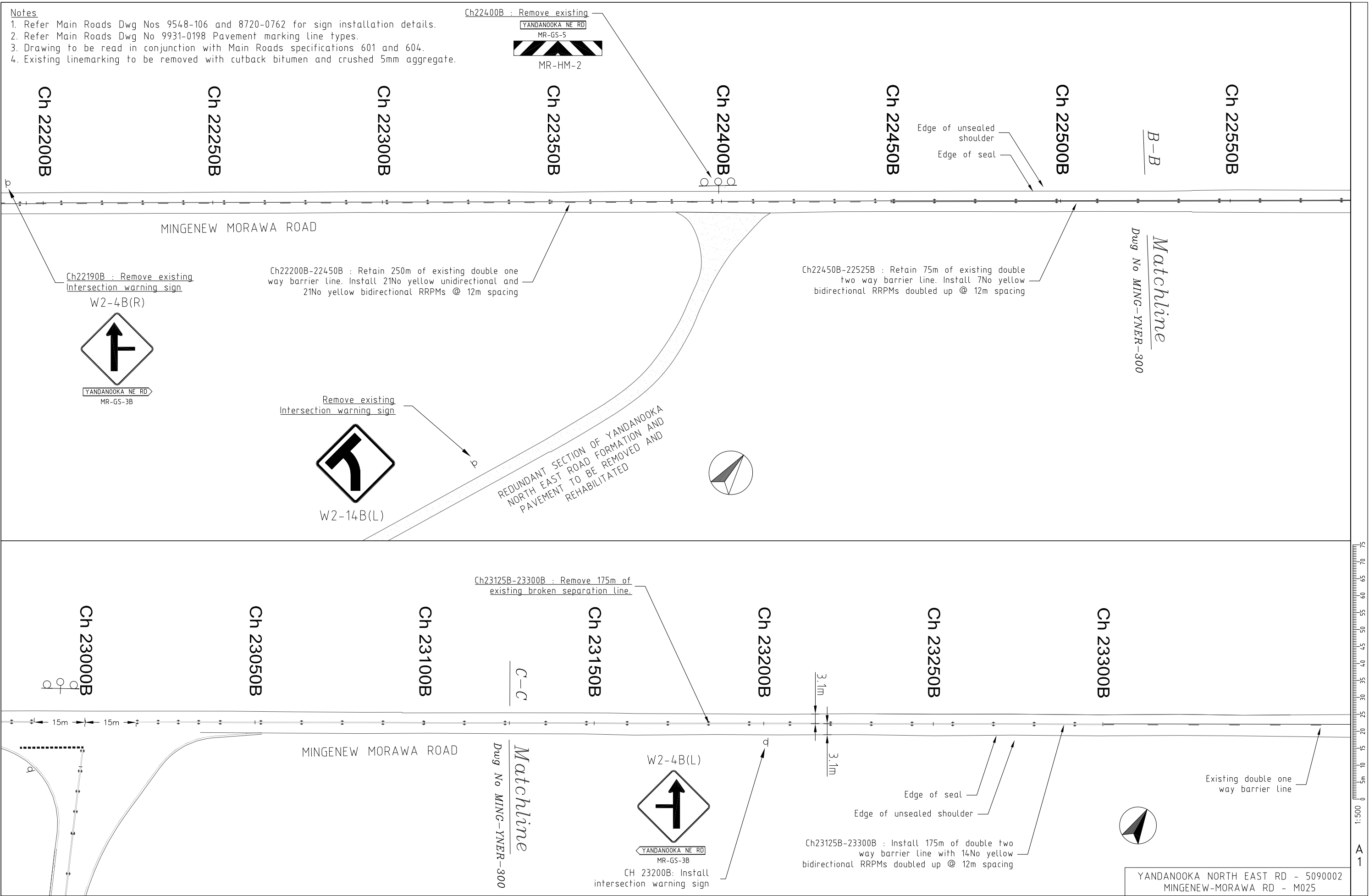
- Notes
1. Refer Main Roads Dwg Nos 9548-106 and 8720-0762 for sign installation details.
 2. Refer Main Roads Dwg No 9931-0198 Pavement marking line types.
 3. Drawing to be read in conjunction with Main Roads specifications 601 and 604.
 4. Existing linemarking to be removed with cutback bitumen and crushed 5mm aggregate.
 5. Guideposts to be installed as follows:

LHS : 90A, 140A, 190A, 240A, 290A, 340A, 390A, 440A, 490A, 540A, 590A, 640A, 810A, 830A, 850A, 870A, 890A, 910A, 930A, 950A, 970A, 990A, 1010A, 1030A, 1050A, 1070A, 1090A, 1110A, 1130A and 1154A.

RHS : 90A, 140A, 190A, 240A, 290A, 340A, 390A, 440A, 490A, 540A, 590A, 640A, 810A, 820A, 830A, 840A, 850A, 860A, 870A, 880A, 890A, 900A, 910A, 920A, 930A, 950A, 960A, 970A, 980A, 990A, 1000A, 1010A, 1020A, 1030A, 1040A, 1050A, 1060A, 1070A, 1080A, 1090A, 1100A, 1110A, 1120A, 1130A and 1154A.



E D C A		Issued for Final design review Issued for 100% design review Issued for 85% design review Issued for 15% design review		10-02-21 06-11-20 19-06-20 17-06-19		METADATA		GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD		GREENFIELD TECHNICAL SERVICES GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547 PERTH : 3 Shakespeare Ave Yokine WA 6060 Mob - 0498 999 484		DESIGNED / DRAWN M.BARNS CHECKED M.BARNS DATE 18/08/20 DATE 23/02/21		SHIRE OF MINGENEV 21 VICTORIA ST PO BOX 120 MINGENEV WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128		SHIRE OF MINGENEV CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240		CLIENT FILE No. RECOMMENDED APPROVED		YANDANOOKA NE RD REALIGNMENT SIGNS AND LINEMARKING - Sheet 1 of 2 YANDANOOKA NORTH EAST RD Ch 640-1185 MINGENEV-MORAWA RD Ch 22525-23125 LOCAL AUTHORITY SHIRE OF MINGENEV (509) DRAWING NUMBER 202014-0210-F	
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Issued for Final design review Issued for 100% design review Issued for 85% design review Issued for 15% design review		10-02-21 06-11-20 19-08-20 17-06-19	METADATA		GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD		GREENFIELD TECHNICAL SERVICES GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547 PERTH : 3 Shakespeare Ave Yokine WA 6060 Mob - 0498 999 484		SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128		SHIRE OF MINGENEW 278		SHIRE OF MINGENEW CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone: (08) 9956 1200 GERALDTON Fax (08) 9956 1240		CLIENT FILE No. RECOMMENDED APPROVED		YANDANOOKA NE RD REALIGNMENT SIGNS AND LINEMARKING - Sheet 2 of 2 MINGENEW-MORAWA RD Ch 22190-22525 and Ch 23125-23300 LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0211-F	
AMENDMENTS		APPROVED & DATE					DESIGNED / DRAWN M.BARNS CHECKED M.BARNS		DATE 18/08/20 DATE 23/02/21									

- Notes
1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
 2. All existing offshoot drains to be rehabilitated unless noted otherwise.
 3. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
 4. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
 5. Guideposts to be installed at all culvert headwalls.
 6. Guideposts shall be flexible type from the approved list in Annexure 602B of the Main Roads specification 602.

							Culvert IL (mAHD)		Headwall height				
Culvert No	Chainage	Description	Direction	Grade (%)	Skew (deg)	Length (m)	INLET	OUTLET	INLET (mm)	OUTLET (mm)	Apron Length for Inlet and Outlet (mm)	Outlet Rock Protection Type	Rock Protection Dimensions
1	541	1xØ600 RCP	L to R	-3.43	12.00	28.80	240.842	239.853	300	300	2400	LIGHT	2.4m x 2.0m
2	1154	1x1200x300 RCBC	L to R	-0.51	-6.00	22.80	241.340	241.224	300	300	1200	LIGHT	1.8m x 1.5m

Issued for Final design review

Issued for 100% design review

Issued for 85% design review

Issued for 15% design review

10-02-21

06-11-20

19-06-20

17-06-19

GROUND SURVEY STANDARD: ENGINEERING SURVEY

DATE OF CAPTURE: VARIOUS

MAPPING SURVEY STANDARD:

DATE OF CAPTURE:

MAIN ROADS PROJECT ZONE: MGA_Z50

HEIGHT DATUM: AHD

8/81 Forrest St

Geraldton WA 6530

Ph - 9921 5547

3 Shakespeare Ave

Perth WA 6060

Mob - 0498 999 484

DESIGNED M.BARNES

DRAWN S.SOUNDARARAJAN

CHECKED M.BARNES

DATE 17/08/20

DATE 23/02/21

SHIRE OF MINGENEW

SHIRE OF MINGENEW

SHIRE OF MINGENEW

21 VICTORIA ST

PO BOX 120

MINGENEW

WA 6522

Ph (08) 9928 1102

Fax (08) 9928 1128

CENTRAL & NORTHERN DIRECTORATE

MID WEST-GASCOYNE REGION

EASTWARD ROAD

Telephone (08) 9956 1200

GERALDTON

Fax (08) 9956 1240

CLIENT FILE No.

RECOMMENDED

APPROVED

YANDANOOKA NE RD REALIGNMENT DRAINAGE SCHEDULE

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

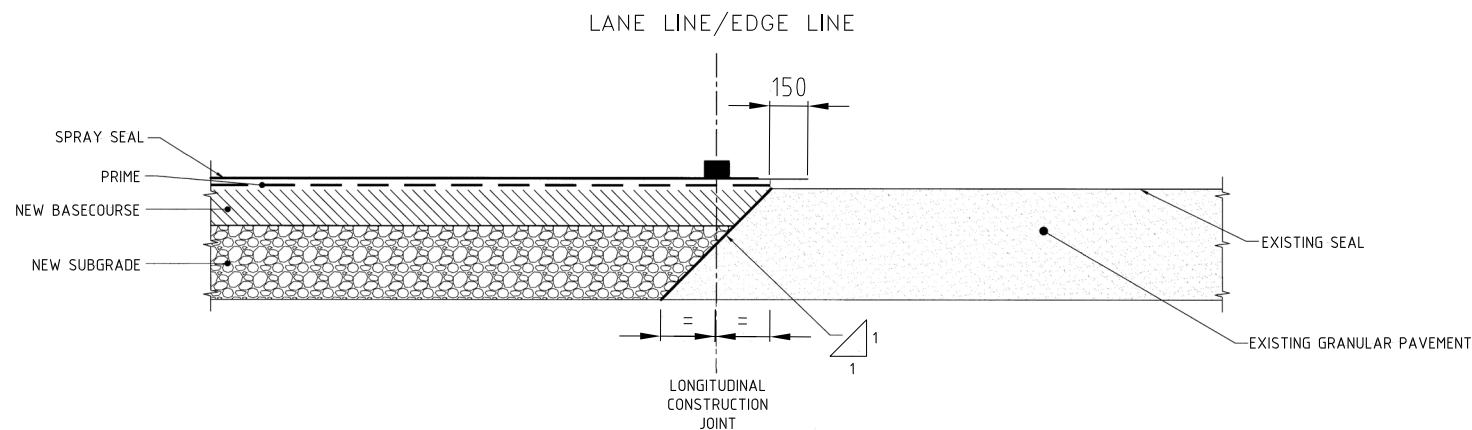
DRAWING NUMBER

202014-0212-F

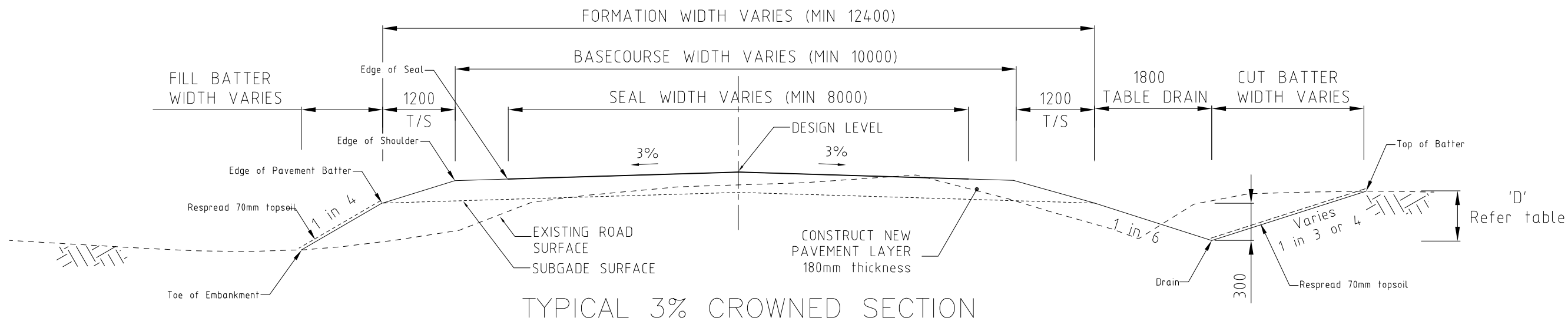
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Notes

- From Ch 1160A to 1190A the pavement thickness increases to 300mm and the corresponding width of the tapered shoulder also increases from 1200mm to 2000mm.
- Standard seal width varies as follows :
 - Ch 80A - 85A : Transition from 8.0m to 8.4m
 - Ch 85A - 635A : 8.4m
 - Ch 635A - 640A : Transition from 8.4m to 8.0m
 - Ch 785A - 815A : Transition from 8.0m to 9.4m
 - Ch 815A - 1140A : 9.4m
 - Ch 1140A - 1190A : Width varies >9.4m

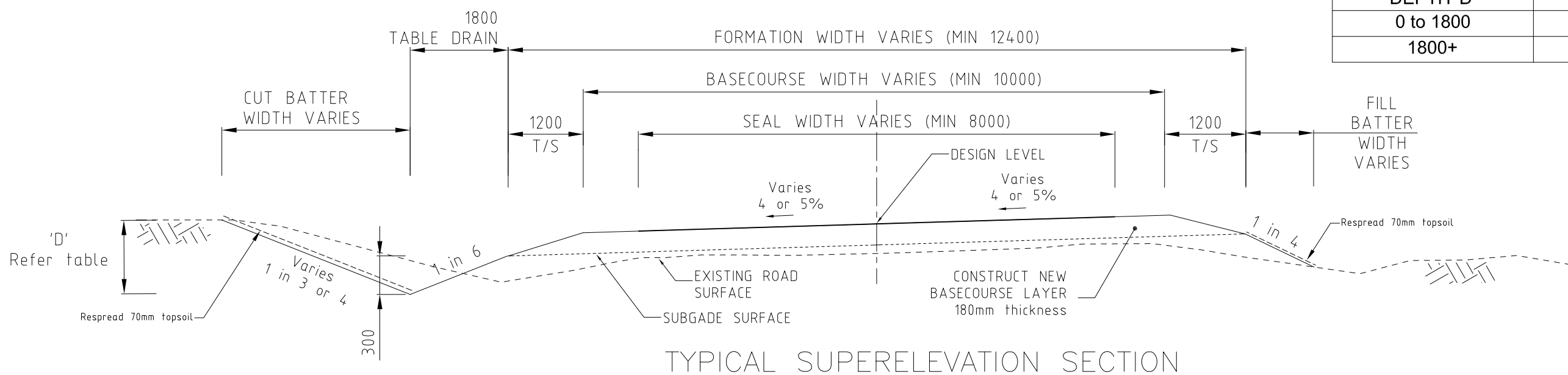


KEY IN DETAIL FOR NEW PAVEMENT



TYPICAL 3% CROWNED SECTION

CUT BATTER	
DEPTH 'D'	SLOPE (H to V)
0 to 1800	4 to 1
1800+	3 to 1



TYPICAL SUPERELEVATION SECTION

4% or 5% Crossfall

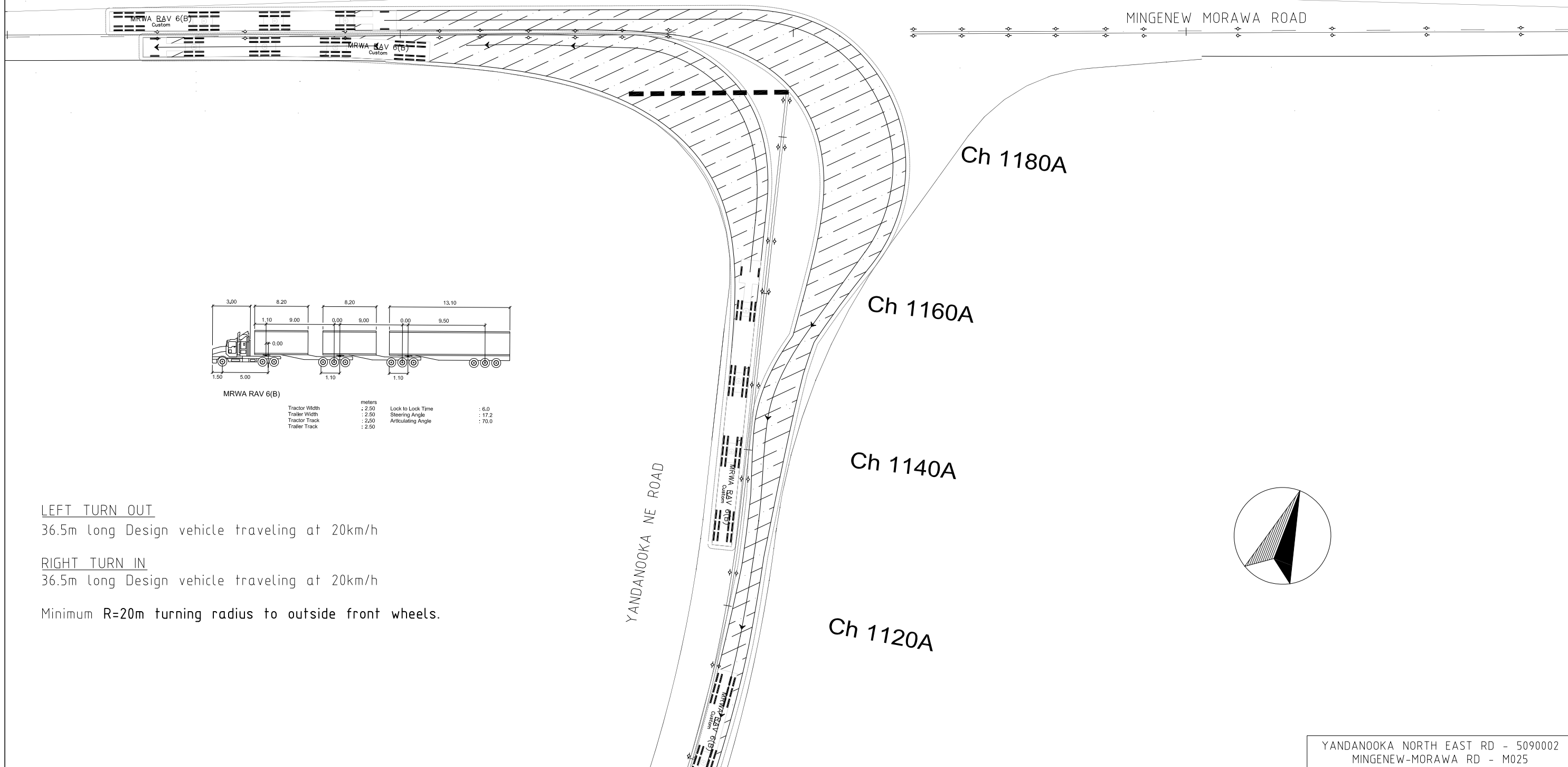
METADATA			GREENFIELD TECHNICAL SERVICES		SHIRE OF MINGENEW		mainroads WESTERN AUSTRALIA		YANDANOOKA NORTH EAST RD - 5090002 MINGENEW-MORAWA RD - M025	
GROUND SURVEY STANDARD: ENGINEERING SURVEY			8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547		3 Shakespeare Ave Mingenew WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128		CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200		YANDANOOKA NE RD REALIGNMENT TYPICAL ROAD SECTION DETAILS	
DATE OF CAPTURE: 10-02-21			DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN		DATE 17/08/20		CLIENT FILE No.		LOCAL AUTHORITY SHIRE OF MINGENEW (509)	
MAPPING SURVEY STANDARD: 19-06-20			CHECKED M.BARNES		DATE 23/02/21		RECOMMENDED		DRAWING NUMBER	
DATE OF CAPTURE: 17-06-19							APPROVED		202014-0213-F	
MAIN ROADS PROJECT ZONE: MGA_Z50										
HEIGHT DATUM: AHD										
AMENDMENTS										

Ch 22900B

Ch 22950B

Ch 23000B

Ch 23050B



LEFT TURN OUT

36.5m long Design vehicle traveling at 20km/h

RIGHT TURN IN

36.5m long Design vehicle traveling at 20km/h

Minimum R=20m turning radius to outside front wheels.

			METADATA		 GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547 PERTH : 3 Shakespeare Ave Yokine WA 6060 Mob - 0438 999 484		 SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128		 CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240		CLIENT FILE No.		YANDANOOKA NE RD REALIGNMENT INTERSECTION SWEEP PATHS - Sheet 1 of 2 YANDANOOKA NE RD / MINGENEW-MORAWA RD	
E D C A	Issued for Final design review	10-02-21	GROUND SURVEY STANDARD: ENGINEERING SURVEY	MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD	DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN CHECKED M.BARNES	DATE 17/08/20 DATE 23/02/21				RECOMMENDED	APPROVED	LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER	202014-0214-F	
	Issued for 100% design review	06-11-20	DATE OF CAPTURE: VARIOUS											
	Issued for 85% design review	19-08-20	MAPPING SURVEY STANDARD:											
	Issued for 15% design review	17-06-19	DATE OF CAPTURE:											
No.	DESCRIPTION	APPROVED & DATE												
AMENDMENTS														

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A

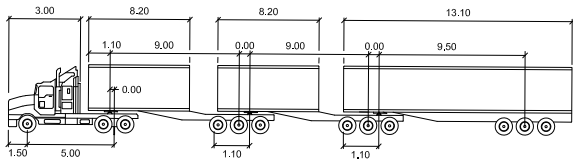
Ch 22900B

Ch 22950B

Ch 23000B

Ch 23050B

MINGENEW MORAWA ROAD



MRWA RAV 6(B)	Tractor Width	1.50	Tractor Track	1.10	Trailer 1 Width	2.50	Trailer 1 Track	1.10	Trailer 2 Width	2.50	Trailer 2 Track	1.10
	Tractor Width	1.50	Tractor Track	1.10	Trailer 1 Width	2.50	Trailer 1 Track	1.10	Trailer 2 Width	2.50	Trailer 2 Track	1.10
	Tractor Width	1.50	Tractor Track	1.10	Trailer 1 Width	2.50	Trailer 1 Track	1.10	Trailer 2 Width	2.50	Trailer 2 Track	1.10
	Tractor Width	1.50	Tractor Track	1.10	Trailer 1 Width	2.50	Trailer 1 Track	1.10	Trailer 2 Width	2.50	Trailer 2 Track	1.10

LEFT TURN IN
36.5m long Design vehicle traveling at 30km/h

RIGHT TURN OUT
36.5m long Design vehicle traveling at 20km/h

Minimum R=20m turning radius to outside front wheels.

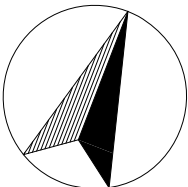
YANDANOOKA NE ROAD

Ch 1180A

Ch 1160A

Ch 1140A

Ch 1120A

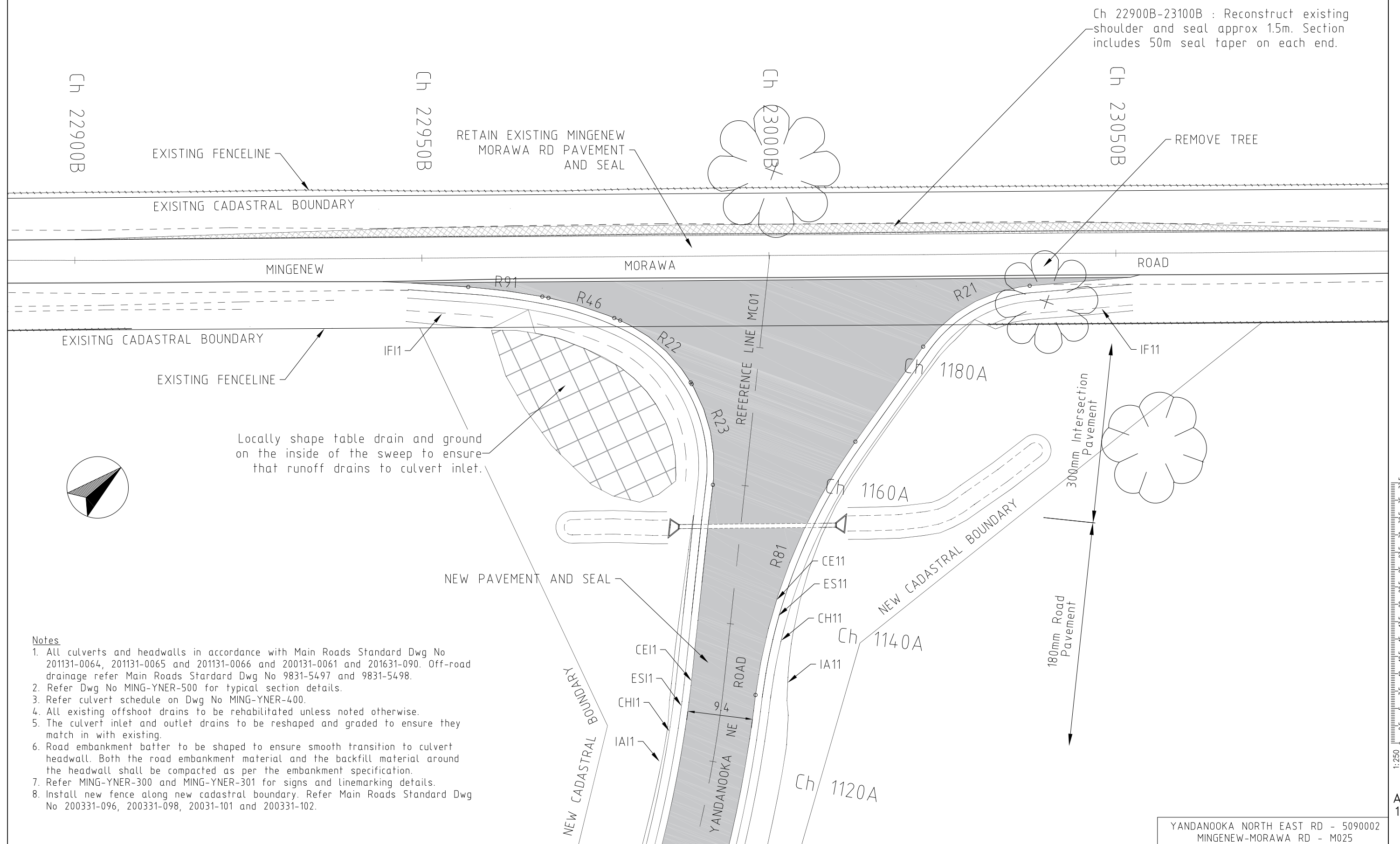


METADATA			GREENFIELD TECHNICAL SERVICES		SHIRE OF MINGENEW		mainroads WESTERN AUSTRALIA		YANDANOOKA NE RD REALIGNMENT INTERSECTION SWEEP PATHS - Sheet 2 of 2 YANDANOOKA NE RD / MINGENEW-MORAWA RD	
GROUND SURVEY STANDARD: ENGINEERING SURVEY			8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547		3 Shakespeare Ave Yokine WA 6060 Mob - 0498 999 484		CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240		LOCAL AUTHORITY SHIRE OF MINGENEW (509)	
DATE OF CAPTURE: VARIOUS			DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN		DATE 17/08/20		CLIENT FILE No.		DRAWING NUMBER	
DATE OF CAPTURE:			CHECKED M.BARNES		DATE 23/02/21		RECOMMENDED		202014-0215-F	
MAIN ROADS PROJECT ZONE: MGA_Z50							APPROVED			
HEIGHT DATUM: AHD										
AMENDMENTS										

1:250 0 2.5m 5 7.5 10 12.5 15 17.5 20 22.5 25 27.5 30 32.5 35 37.5



WARNING:
SERVICES AND CADASTRAL BOUNDARY LOCATIONS SHOWN ARE INDICATIVE ONLY AND MUST NOT BE USED FOR EXCAVATION. THE "ONE CALL 1100" SYSTEM SHALL BE USED TO OBTAIN ACCURATE SERVICE LOCATIONS



Notes

1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
2. Refer Dwg No MING-YNER-500 for typical section details.
3. Refer culvert schedule on Dwg No MING-YNER-400.
4. All existing offshoot drains to be rehabilitated unless noted otherwise.
5. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
6. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
7. Refer MING-YNER-300 and MING-YNER-301 for signs and linemarking details.
8. Install new fence along new cadastral boundary. Refer Main Roads Standard Dwg No 200331-096, 200331-098, 20031-101 and 200331-102.

METADATA

GROUND SURVEY STANDARD: ENGINEERING SURVEY
DATE OF CAPTURE: VARIOUS
MAPPING SURVEY STANDARD:
DATE OF CAPTURE:
MAIN ROADS PROJECT ZONE: MGA_Z50
HEIGHT DATUM: AHD



GERALDTON : 8/81 Forrest St
Geraldton WA 6530
Ph - 9921 5547
DESIGNED / DRAWN M.BARNS
CHECKED M.BARNS
DATE 18/08/20
DATE 23/02/21

PERTH : 3 Shakespeare Ave
Yokine WA 6060
Mob - 0498 999 484



SHIRE OF MINGENEW
21 VICTORIA ST
PO BOX 120
MINGENEW
WA 6522
Ph (08) 9928 1102
Fax (08) 9928 1128



CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION
EASTWARD ROAD
Telephone (08) 9956 1200



GERALDTON
Fax (08) 9956 1240

CLIENT FILE No.

RECOMMENDED

APPROVED

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
INTERSECTION DETAILS

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

DRAWING NUMBER

202014-0216-F

ANNEXURE D PURCHASING POLICY



COUNCIL POLICY

1.3.1

Finance

Title:	1.3.1 PURCHASING POLICY
Adopted:	21 March 2018
Reviewed:	21 April 2021
Associated Legislation:	Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8 Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4 State Records Act 2000
Associated Documentation:	Shire of Mingenew Delegations Register Shire of Mingenew Code of Conduct
Review Responsibility:	Governance Officer Finance and Administration Manager
Delegation:	Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template (as at Feb 2021) with some modifications

Last Adopted: April 2020

Policy Statement:

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- a) Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- c) Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- f) Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever

	<p>possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.</p> <p>If no relevant local supplier is available, then a relevant WALGA PSA may be used.</p>
Priority 3:	<p>Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise. <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p>
Priority 4:	<p>Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt [F&G Reg.11(2)] arrangement may be used.</p>
Priority 5:	<p>Other Tender Exempt arrangement [F&G Reg. 11(2)] Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6:	<p><u>Other Suppliers</u> Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p>

Purchasing Practice Purchasing Value Thresholds

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (ex GST)	Purchasing Practice
Up to \$5,000 (ex GST)	Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$5,001 and up to \$50,000 (ex GST)	Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of two (2) written quotations are to be obtained. The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price. The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$50,001 and up to \$100,000 (ex GST)	Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$100,001 and up to \$250,000 (ex GST)	Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Over \$250,000 (ex GST)	Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
	<p>invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire Policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>Within Budget</i>)</p> <p>Refer to Clause 1.4.3</p>	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>No budget allocation available</i>)</p> <p>Refer for Clause 1.4.3</p>	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
<p>LGIS Services</p>	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Section 9.58(6)(b) Local Government Act	Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;

- d) Subject to a creative element; or
- e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations;
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and

- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).

ANNEXURE E REGIONAL PRICE PREFERENCE POLICY



COUNCIL POLICY

1.3.7

Finance

Title:	1.3.7 REGIONAL PRICE PREFERENCE
Adopted:	<2009
Reviewed:	February 2019 March 2018- Inserted into Management Procedure 1.3.1. January 2020 – Clarified Midwest region boundary 16 December 2020
Associated Legislation:	Local Government Act (1995) as amended; State Records Act 2000 Local Government (Functions and General) Regulations 1996, Part 4A
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Policy 1.3.1- Purchasing Shire of Mingenew Management Procedure 1.3.1- Purchasing
Review Responsibility:	Council

Previous Policy Number/s – 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

Goods and Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew



2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

Construction (building) Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 5% to all suppliers located within the Shire of Mingenew
2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time 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.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

Located within the stipulated areas is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

ANNEXURE F PRICING SCHEDULE

**SHIRE OF MINGENEW
YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION
RFT1 21-22**

SCHEDULES OF RATES

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SCHEDULE No. 1 - GENERAL ITEMS

Item	Description	Unit	Qty	Rate	Amount
<u>CONDITIONS OF CONTRACT</u>					
GCC	GENERAL CONDITIONS OF CONTRACT				
GCC.01	Insurances in accordance with the General Conditions of Contract	Item	1		
GCC.02	Contractor's superintendence during the execution of the Works	Item	1		
GCC.03	All charges, costs and obligations relating to the General Conditions of Contract not provided for elsewhere	Item	1		
<u>SPECIAL CONDITIONS OF CONTRACT</u>					
SCC.01	All charges, costs and obligations relating to the Special Conditions of Contract not provided for elsewhere	Item	1		
<u>SERIES 100 - GENERAL REQUIREMENTS</u>					
101 DESCRIPTION OF WORKS					
101.01	Provision of access for others to undertake works	Item	1		
101.02	Contractors programs	Item	1		
101.03	Project works sign	No.	3		
102 SURVEY INFORMATION					
102.01	Survey information, control and setting out of the works	Item	1		
103 SITE FACILITIES					
<u>Contractors Site Facilities</u>					
103.01	Provision of Contractor's site facilities	Item	1		
<u>Contractor's Plant</u>					
103.02	Mobilisation and demobilisation of Contractor's plant	Item	1		
104 ENTRY TO LAND					
104.01	Entry to land	Item	1		
106 UTILITIES AND SERVICES					
106.01	Liaison, programming, location and protection of utilities and services	Item	1		

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 200 - MANAGEMENT REQUIREMENTS</u>					
202 - TRAFFIC					
202.01	Traffic management	Item	1		
202.02	Traffic control devices	Item	1		
202.03	Traffic controllers	Item	1		
202.04	Construction, maintenance and removal of sidetracks, access tracks and temporary driving surfaces	Item	1		
202.05	Maintenance of existing roads	Item	1		
203 - OCCUPATIONAL SAFETY AND HEALTH					
203.01	Occupational safety and health including safety and health plans and safety and health audits	Item	1		
204 - ENVIRONMENTAL MANAGEMENT					
204.01	Construction Environmental Management Plan	Item	1		
	To Summary				

SCHEDULE No. 2 - ROADWORKS

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 300 - EARTHWORKS</u>					
301 - VEGETATION CLEARING AND DEMOLITION					
301.01	Native vegetation clearing	m ²	350		
301.02	General vegetaion clearing	m ²	4,130		
301.03	Topsoil removal, 100 deep	m ²	26,195		
302 - EARTHWORKS					
302.01	Removal of redundant seal	m ²	2,056		
302.02	Ripping and rehabilitating redundant pavement	m ²	3,395		
302.03	Marking out and cutting edge of existing pavement	m	315		
<u>UNSUITABLE MATERIAL</u>					
302.04	Removal of unsuitable material	m ³	-		Rate Only
302.05	Backfilling unsuitable material excavations	m ³	-		Rate Only
<u>CONTAMINATED MATERIAL</u>					
302.06	Removal of contaminated material	m ³	-		Rate Only
302.07	Backfilling contaminated material excavations	m ³	-		Rate Only
<u>EXCAVATION IN ROCK</u>					
302.08	Excavation in rock	m ³	-		Rate Only
<u>EMBANKMENT CONSTRUCTION</u>					
302.09	Embankment foundation compaction	m ²	13,485		
302.10	Embankment construction cut to fill	m ³	9,120		
302.11	Disposal of excess cut material to fill batter slopes and road reserve as directed by the superintendent	m ³	3,055		
<u>SUBGRADE</u>					
302.12	Subgrade preparation	m ²	16,480		
302.13	Subgrade preparation in road widenings	m ²	225		
303 - MATERIAL AND WATER SOURCES					
<u>PIT ESTABLISHMENT</u>					
303.01	Pavement material borrow pits	Item	1		
<u>WATER SUPPLIES</u>					
303.02	Water supplies	Item	1		
To Summary					

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 400 - DRAINAGE</u>					
402 - SURFACE DRAINS AND LEVEES					
<u>SURFACE DRAINS AND LEVEES</u>					
402.01	Table drains	m	1,210		
402.02	Type F surface drain to culvert inlet / outlet not exceeding 2m wide at base	m	45		
402.03	Extra over surface drains for excavation in rock	m ³	-		Rate Only
404 - CULVERTS					
<u>CULVERTS</u>					
<u>Reinforced Concrete Pipes Class 2</u>					
404.01	600 mm diameter class 2 RCP culvert	m	28.8		
<u>Reinforced Concrete Box Sections</u>					
404.02	1200 x 300 Box culvert	m	22.8		
<u>All Culverts</u>					
404.03	Select bedding	m ³	4.2		
404.04	Reinforced concrete base slab	m ³	9.3		
404.05	Reinforced insitu concrete culvert end treatments	m ³	7		
404.06	Extra over culverts for excavation in rock	m ³	-		Rate Only
<u>Redundant Culverts</u>					
404.07	Removal of 450 mm diameter reinforced concrete pipe	m	10		
406 - ROCK PROTECTION					
406.01	750 mm deep light class rock pitching downstream from culvert outlet headwall	m ²	5		
To Summary					
<u>SERIES 500 - PAVEMENT & SURFACING</u>					
501 - PAVEMENTS					
<u>BASECOURSE</u>					
501.01	180 mm thick gravel basecourse - Yandanooka NE Road	m ²	15,185		
501.02	300 mm thick gravel basecourse - Intersection approach	m ²	1,295		
501.03	250 mm thick gravel basecourse in widenings - Mingenew Morawa Road	m ²	465		
503 - BITUMINOUS SURFACING					
<u>ROADWORKS</u>					
<u>Prime</u>					
503.01	Prime coat with BAR of 0.9 litres/m ²	m ²	11,115		
<u>Bitumen Seal</u>					
503.02	First coat seal with BAR of 1.8 litres/m ² and 14mm aggregate	m ²	11,115		
503.03	Second coat seal with BAR of 1.1 litres/m ² and 7mm aggregate	m ²	11,115		
To Summary					

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 600 - TRAFFIC FACILITIES</u>					
601 - SIGNS					
<u>SINGLE POST SIGNS</u>					
601.01	D4-6B	No.	20		
601.02	W1-3B(L)	No.	1		
601.03	W8-2B	No.	1		
601.04	W2-14C(L)	No.	1		
601.05	W2-4B(L)	No.	1		
601.06	W2-4B(R)	No.	1		
601.07	R1-2B	No.	1		
601.08	MR-GS-5	No.	1		
601.09	MR-GS-3B(L)	No.	1		
601.10	MR-GS-3B(R)	No.	1		
601.11	MR-GS-4B	No.	1		
<u>DOUBLE POST SIGNS</u>					
601.12	MR-HM-2	No.	1		
<u>REMOVAL OF REDUNDANT SIGNS</u>					
601.13	Single post sign	No.	4		
601.14	Double post sign	No.	1		
602 - GUIDE POSTS					
602.01	Guide posts	No.	75		
602.02	Removal of redundant guide posts	No.	7		
604 - PAVEMENT MARKING					
<u>ROAD PAVEMENT MARKINGS</u>					
604.01	Double two way barrier line	m	1,155		
604.02	Edge line	m	817		
<u>RAISED PAVEMENT MARKERS</u>					
604.03	Yellow bi-directional	No.	261		
604.04	Yellow uni-directional	No.	21		
604.05	Temporary raised pavement markers	Item	1		
To Summary					

Item	Description	Unit	Qty	Rate	Amount
	<u>SERIES 900 - MISCELLANEOUS</u>				
	903 - FENCING				
	<u>Agricultural Fencing</u>				
903.01	Agricultural fence (Refer to standard drawing 200311-096)	m	2,050		
	<u>Removal Of Redundant Fencing</u>				
903.02	Removal of redundant 1.0 m high agricultrual fencing and gates	m	350		
	To Summary				

SCHEDULE No. 3 - PROVISIONAL SUMS

Item	Description	Unit	Qty	Rate	Amount
	<u>PROVISIONAL SUMS</u>				
	SERVICES				
PS.01	Allow the Provisional Sum of \$10,000 for the relocation/protection of services	P.S.	1	\$10,000.00	\$10,000.00
	To Summary				\$10,000.00

SUMMARY

**SHIRE OF MINGENEW
YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION
RFT1 21-22**

SUMMARY

SCHEDULE No. 1 - GENERAL ITEMS	\$	
SCHEDULE No. 2 - ROADWORKS		
SERIES 300 - EARTHWORKS	\$	
	\$	
SERIES 400 - DRAINAGE	\$	
	\$	
SERIES 500 - PAVEMENT & SURFACING	\$	
	\$	
SERIES 600 - TRAFFIC FACILITIES	\$	
	\$	
SERIES 900 - MISCELLANEOUS	\$	\$
SCHEDULE No. 3 - PROVISIONAL SUMS		\$10,000.00
GST EXCLUSIVE AMOUNT	\$	
ESTIMATED GST PAYABLE	\$	
TOTAL OF TENDER	\$	



REQUEST FOR TENDER

Request for Tender (RFT)	Mingenew Mullewa Road Shoulder Sealing Upgrade
RFT Number	RFT 3 2021/22
Deadline	<u>2PM TUESDAY 5 OCTOBER 2021</u>
RFT Lodgement	<p>RFT submissions must be lodged via the following means:</p> <p><u>VIA EMAIL</u></p> <p>tenderbox@greenfieldtech.com.au</p> <p><i>The Tenderbox has a 10MB limit for attachments.</i></p>

SUBMISSIONS ARE TO BE RECEIVED VIA ONE OF THE METHODS ABOVE BY THE CLOSING TIME AND DATE.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

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1 CONDITIONS OF TENDERING

1.1 Definitions

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

Attachments: The documents you attach as part of your Tender.

Contractor: Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

Contractor's Representative Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract.

Deadline: The deadline for lodgement of your Tender as detailed on the front cover of this Request.

General Conditions of Contract: Means the General Conditions of Contract for the Works provided in Part 4.

Offer: Your offer to supply the Requirements.

Principal: Shire of Mingenew.

Request OR RFT OR Request for Tender: This document.

Requirement: The Works requested by the Principal.

Selection Criteria: The Criteria used by the Principal in evaluating your Tender.

Special Conditions: The additional contractual terms.

Specification: The Statement of Requirements that the Principal requests you to provide if selected.

Superintendent OR

Superintendent's Representative: Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract.

Tender: Completed Offer form, Response to the Selection Criteria and Attachments.

Tenderer: Someone who has or intends to submit an Offer to the Principal.

Unsatisfactory Performance

Means such act/s that may or has resulted in damage to the Shire of Mingenew assets in any way OR as a result of workmanship performed (inclusive, but not exclusive to, installations AND lack of timely workmanship) downtime or other negative effects that are experienced by the Shire of Mingenew.

Where a word or expression is not defined in the table above but is defined in the Contract it shall have the meaning attributed to it in the Contract.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- a) Part 1 – Conditions of Tendering.
- b) Part 2 – Scope of Services.
- c) Part 3 – Instrument of Agreement.
- d) Part 4 – General Conditions of Contract.
- e) Part 5 – Special Conditions of Contract.
- f) Part 6 – Tenderer's Offer.
- g) Part 7 – Specifications.
- h) Part 8 – Appendices.

Separate Documents

Addenda and any other special correspondence issued to Tenderers by the Principal.

Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 6) in all respects and include all attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

For any additional information, clarifications or requests please contact the person listed below.

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	Josh Kirk, Greenfield Technical Services
Telephone:	0498 999 484
Email:	josh.kirk@greenfieldtech.com.au

1.5 Briefing/Site Inspection

The Principal does not intend to have a briefing for this Tender. However, it is strongly recommended that Tenderers familiarise themselves with the job locations before deciding to submit a Tender.

1.6 Lodgement of Tenders

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM TUESDAY 5 OCTOBER 2021.**

The time nominated in the Deadline of this Request is determined on the Western Australian (WA) time zone, Australia, in accordance with Standard Time Act 2005 (WA), and any Act of the Parliament of Western Australia amending the application of Standard Time.

Tenderers shall address and clearly label their tender submission as **Shire of Mingenew– RFT 3 2021/22 MINGENEW MULLEWA ROAD SHOULDER SEALING UPGRADE** and shall be submitted via the following method:

Emailed to:

tenderbox@greenfieldtech.com.au

Note: 10MB limit for a single email

No other format of tender submission will be accepted.

It is the tenderer's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

1.7 Rejection of Tenders

A Tender will 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 at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request; or
- d) The Tenderer does not submit a Tender form which has been completed and signed together with all required schedules and supporting documentation; or

1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders 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 Tender and may reject any or all Tenders submitted.

1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer (s) or will be advised that no Tender was accepted.

1.11 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the following parts are listed in order of precedence:

- a) The General Conditions of Contract;
- b) In the case of Services, the Scope of Services;
- c) The Tender Document;
- d) Any other schedule, attachment or annexure to this document.

1.13 Alternative Tenders

Alternative Tenders are not acceptable and will not be considered by the Shire.

1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tender including Tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tender.

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

1.16 Risk Assessment

The Principal may have access to and give consideration to:

- f) any risk assessment undertaken by any credit rating agency;
- g) any financial analytical assessment undertaken by any agency; and
- h) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers 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 Tenderers are financially viable and have the financial capability 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 you concerning the financial information that you are required to provide.

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

1.17 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of contract life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tender.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous to the Principal.

1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer or panel of Tenderers who best demonstrates the ability to provide quality products and/or services at a competitive price. The Tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a **“best value for money”** approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tenderer ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender 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.

1.19 Compliance Criteria

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender 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 Tender from consideration.

1.20 Qualitative Criteria (40%)

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 6.6 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 goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. **Failure to provide all of the specified information may result in elimination from the Tender evaluation process or a low score.** The Principal reserves the right to take into consideration any feature of a Tender that provides a benefit to the Shire of Mingenew and the community. Further, the Principal also reserves the right to take into consideration the Tenderer’s past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined within this RFT.

1.21 Price (60%)

Price is a weighted criterion. Where price is weighted, the price will be assessed by:

- a) Identifying the lowest comparative price Tender. This Tender then becomes the benchmark for the weighted price assessment, then
- b) Scoring the Tenders based on their comparative Regional Price Preference adjusted value. The lowest Regional Price Preference adjusted value shall become the benchmark score, with other Tenders awarded a score based on their proportional value.

1.22 Price Basis

This is a **FIXED PRICE LUMP SUM CONTRACT**. The tender schedule provided in Section 6.7 will be utilised in relation to the assessment of progress claims and the value of any variations. The Contract does not include provisions for Rise & Fall adjustments.

Unless otherwise indicated, prices tendered must include all charges associated with providing the services requested under this Tender including all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.23 Local Pricing Preference

Contractors for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principal's Regional Preference Policy, contained within its 07 February 2018 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: 1. 10% to all suppliers located within the Shire of Mingenew 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin 3. 2.5% to all suppliers located within the Midwest Region.
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: a) 5% to all suppliers located within the Shire of Mingenew b) 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin. c) 1% to all suppliers located within the Midwest Region.
Goods and Services, including Construction (building) Services tendered for the first time 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: 1. 10% to all suppliers located within the Shire of Mingenew 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin 3. 2.5% to all suppliers located within the Midwest Region.

Refer to Appendix 3 for details of the Shire's Policy.

1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.25 Canvassing of Officials

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

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.27 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any cost, losses or expenses incurred by the Tenderer in preparing their offer, including any cost involved pertaining to the Tenderer lodging a Tender response.

1.28 Tender Opening

Tenders will be opened in the office of the Shire of Mingenew, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

1.29 In House Tenders

The Principal does not intend to submit an In-House Tender.

2 SCOPE OF SERVICES

2.1 Contract Requirements in Brief

The Shire of Mingenew is committed to providing efficient and effective services that represents “value for money” to its residents/community.

A full statement of the goods/services required under the proposed contract appears in the Scope of Works (Section 2.3).

2.2 Contract Management

The contract management will be performed by a representative appointed by the Shire of Mingenew.

2.3 Scope of Work

In October 2020, the Commonwealth Government announced their intent to provide funding for the Regional Road Safety Program (RRSP). In support of the (RRSP), the aim of this scope of work is to provide cost-effective life-saving treatments in regional areas. This contract is for the reconstruction of the existing unsealed shoulders and bitumen sealing works on the reconstructed shoulders on various sections of the Mingenew Mullewa Rd within the Shire of Mingenew.

The specific scope of work is summarised below. The specific details of the scope of work can be found in the pricing schedule. *Please refer to Appendix 1 for existing seal widths.*

1. Relocate existing road furniture (e.g. signage);
2. Topsoil clearing and vegetation removal;
3. Topsoil / vegetation are to be stockpiled in an approved location from the Shire;
4. Contractor to prepare edge of existing seal surfacing by way of cutting or similar to establish a straight seal edge from which to work from;
5. Reconstruct existing shoulders (rip, mix, compact and trim) and prepare finished surface ready for sealing to achieve finished seal width as specified in Appendix 1 SLK 0.45 – 9.00;
6. Top-up and reconstruct existing shoulders (rip, mix, compact and trim) and prepare finished surface ready for sealing to achieve finished seal width as specified in Appendix 1 SLK 9.00 – 31.09;
7. Bitumen Surfacing – Design, supply and spray double/double bitumen seal;
8. Supply and installation of signs – *provisional quantity only*;
9. Supply and installation of guideposts – *provisional quantity only*;
10. Tidy up work site to the Principal’s satisfaction.

The scope of work under contract is to be strictly undertaken and completed between 1st January and 31st May 2022.

2.4 Construction Methodology

Contractors are to provide their proposed construction methodology for the scope of works as part of their response to Part C of the Qualitative Criteria. Given the significant length of shoulder work required, as part of their proposed construction methodology, the contractor is to clearly define how they will manage the length of the works to minimise the finished unsealed surface exposure to public traffic.

3 INSTRUMENT OF AGREEMENT

THIS AGREEMENT made the day of 2021 between the Shire of Mingenew, (hereinafter called 'the Principal') of the one part and in the State of (hereinafter called 'the Contractor') of the other part WHEREAS the Principal is desirous that certain Works should be undertaken, namely:

RFT 3 2021/22 MINGENEW MULLEWA ROAD SHOULDER SEALING UPGRADE

and has accepted a Tender by the Contractor for the undertaking completion maintenance of such Works NOW THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

1. In this Agreement words and expressions shall unless the context otherwise requires have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) AS2124-1992 General Conditions of Contract
 - b) Special Conditions of Contract
 - c) Tender Submission Document including any correspondence between Principal and Contractor prior to Acceptance
 - d) Principal's Authorisation
 - e) Tender Specifications and Drawings
 - f) Notice of Award of Contract
3. In consideration of the Agreements on the part of the Principal in this Agreement set forth the Contractor will supply the goods in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to, or observe by or on the part of the Contractor.
4. In consideration of the Agreements on the part of the Contractor in this Agreement set forth the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.
5. If any party to this Agreement consists of one or more persons and one or more Corporations or two or more persons or two or more Corporations this Agreement shall bind such person or persons and such Corporation or Corporations or such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and permitted Assigns (in the case of the Contractor) and Assigns (in the

Part 3 READ AND KEEP THIS PART

case of the Principal) jointly and severally and the person or persons and or Corporation or Corporations included in the term "Contractor" or the term "Principal" in this Agreement shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

6. This Agreement shall take effect according to its tenor notwithstanding any prior Agreement in conflict or at variance with it or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

AS WITNESS HERETO the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of THE PRINCIPAL

Name

Signature

Title

in the presence of Name

Signature

Dated

SIGNED for and on behalf of THE CONTRACTOR

Name

Signature

Title

in the presence of Name

Signature

Dated

4 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the Australian Standard AS 2124-1992: General Conditions of Contract. Note that a copy of AS 2124-1992 is not included herewith. Copies of this document are available from SAI Global (telephone: 1300 654 646 or online at www.sai-global.com/shop/).

ANNEXURE to the Australian Standard General Conditions of Contract**PART A**

The law applicable is that of the State or Territory of: (Clause 1)	WESTERN AUSTRALIA
Payment under the Contract shall be made at: (Clause 1)	PERTH, WESTERN AUSTRALIA
The Principal: (Clause 2)	SHIRE OF MINGENEW
The address of the Principal:	21 VICTORIA ROAD MINGENEW WA 6522
The Superintendent: (Clause 2)	SHIRE OF MINGENEW
The address of the Superintendent:	21 VICTORIA ROAD MINGENEW WA 6522
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3 (b))	N/A
Bill of Quantities – the alternative applying: (Clause 4.1)	Alternative one
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	At time of tender
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%
Interest on retention moneys and security – the alternative applying: (Clause 5.9)	Alternative two
The number of copies to be supplied by the Principal: (Clause 8.3)	One
The number of copies to be supplied by the Contractor: (Clause 8.4)	One

Part 3 READ AND KEEP THIS PART

The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be Subcontracted without approval: (Clause 9.2)	All work
The percentage for profit and attendance: (Clause 11(b))	N/A
The amount or percentage for profit and attendance: (Clause 11(c))	N/A
Insurance of the Works – the alternative applying: (Clause 18)	Alternative one
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Nil
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	\$50,000
The value of materials to be supplied by the Principal: (Clause 18(iv))	Nil
The additional amount or percentage: (Clause 18(v))	N/A
Public Liability Insurance the alternative applying: (Clause 19)	Alternative one
The time for giving possession of the Site: (Clause 27.1)	Within 14 days from Date of Acceptance of Tender.
The Date or period for Practical Completion: (Clause 35.2)	31 May 2022
Liquidated Damages per day: (Clause 35.6)	\$1,000 per day
Limit on Liquidated Damages: (Clause 35.7)	No Limit
Bonus per day for early Practical Completion: (Clause 35.8)	Nil
Limit of Bonus: (Clause 35.8)	Not Applicable
Extra costs for Delay or Disruption: (Clause 36)	Nil
The Defects Liability Period: (Clause 37)	12 months from Practical Completion
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000

Part 3 READ AND KEEP THIS PART

The Charge for overheads, profit, etc. for Daywork: (Clause 41(f))	Nil
Times for Payment Claims: (Clause 42.1)	28 th day of each month, or if the 28 th day falls on a weekend or public holiday then the day prior to the weekend or public holiday break.
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Nil
Retention Moneys on: (Clause 42.3)	<p>(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 10% of the Contract Sum is held;</p> <p>(b) items on Site but not yet incorporated in the Works, 10%;</p> <p>(c) items off Site but in Australia 10%;</p> <p>(d) items not in Australia 10%;</p> <p>(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract —%.</p>
Unfixed Plant or Materials – the alternative applying: (Clause 42.4)	Alternative three
The rate of interest on overdue payments: (Clause 42.9)	Current reserve bank overdraft rate + 1%
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months

Part 3 READ AND KEEP THIS PART

The person to nominate an arbitrator: (Clause 47.3)	CHAIRMAN OF THE WESTERN AUSTRALIAN BRANCH OF THE INSTITUTE OF ENGINEERS AUSTRALIA
Location of arbitration: (Clause 47.3)	PERTH, WESTERN AUSTRALIA

5 SPECIAL CONDITIONS OF CONTRACT

5.1 Patent Rights and Royalties

The Contractor shall indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.2 Building and Construction Industry Training Levy

The appointed contractor shall be deemed the Project Owner - for the purposes of the Building and Construction Industry Training Levy Act 1990 - and the Contractor shall be responsible for making any and all payments due to the BCITF, arising from this contract. The Contractor is responsible for determining whether this levy is applicable to the scope of works and making all arrangements for the same.

The Contractor shall provide proof of payment of the levy to the Superintendent's Representative if requested.

5.3 Insurances of the Works (Clause 18 of AS2124 – 1992)

After the last sentence of AS2124 – 1992 Clause 18 add the following:

18.1 Insurance of Motor Vehicles

“Before the Contractor commences any of the work under the Contract, the Contractor shall effect motor vehicle third party bodily injury and property damage liability insurance for a combined limit of not less than \$20,000,000, in respect of all vehicles to be used by the Contractor (whether owned, rented or leased) in connection with the work under the Contract. The insurance shall be maintained at all times that the vehicles are to be used by the Contractor in connection with the work under the Contract or are on the Site. The Contractor shall ensure that every subcontractor is similarly insured. The provisions of Clause 21 shall also apply to the insurance to be effected under this Clause.”

5.4 Pre-Conditions to Commencing Works

The Contractor shall not commence any works under the Contract until the Superintendent has approved the following documentation:

- the Insurances required under the Contract;
- the Contractor's Construction/Works Program;
- the Contractor's Traffic Management Plan;
- the Contractor's Safety Management Plan; and
- the Contractor's Project Quality and Inspection Test Plans.

This approval is conditional on the Contractor complying with any subsequent instructions from the Superintendent to amend the plans, within a time limit specified by the Superintendent.

The initial submission of each of the above documents shall be no later than 12 calendar days prior to taking possession of site.

5.5 Traffic Management

No works shall commence until the contractor submits a traffic management plan to the approval of the Superintendent as per AS1742.3 and MRWA Code of Practice. The works are to be constructed with minimum interference to traffic. The traffic management requirements will also need to include all necessary controls and approvals from the rail operator to allow works to proceed next to the adjacent rail infrastructure.

An appropriate construction programme needs to be approved prior to commencement of works.

5.6 Evidence of Licences

The Contractor shall provide to the Superintendent evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant. This includes:

- Construction Industry White Card
- Driver's Licence
- Plant Operator's Licence

5.7 Site Supervision

The Contractor shall ensure that the site supervisor/s nominated in the tender, are on site full-time for the duration of the Contract. Supervisory staff may not be substituted or removed without prior approval of the Principal. In the event that any member of the contractor's staff is clearly shown to be either incompetent or belligerent in matters relating to the contract, the Principal reserves the right to have that person taken off the contract.

5.8 Quality System

Notwithstanding any statements to the contrary in the Contractor's Quality Manual or Quality Plan, no part of the Quality System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality System Procedures shall be used as an aid to achieve conformance with the Contract Document, and documenting such conformance, and in no way shall they relieve the Contractor of his responsibility to comply with the requirements under the Contract.

5.9 Hours of Operation

The Contractor shall as a normal procedure confine its operation to daylight hours between the hours of 6:00am and 6:00pm Monday to Sunday.

The Superintendent may consider a request by the Contractor to vary its hours of operation, whose approval will not be unreasonably withheld. Notwithstanding, the Contractor shall not work outside of the hours prescribed above without the prior written approval of the Superintendent.

5.10 Access to Work

The Contractor shall at all reasonable times give to the Principal and to the Superintendent and to any other persons authorised in writing by the Principal or by the Superintendent access to the work under the Contract and shall provide every reasonable facility necessary for the supervision, examination and testing of any work or materials for the Contract, including the provision of surveillance and audits of the Contractor's Quality Plan and Safety Plan (where applicable), at any place where any such work is being or is to be carried out or materials are prepared.

5.11 Warranties

The Contractor warrants that:

- a) The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- b) The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- c) The Contractor's Subcontractors and their respective employees will not enter the Site without having first familiarised themselves to the extent necessary with local conditions and legislative requirements.
- d) The Contractor has examined all information relevant to the risks, contingencies and other circumstances having an effect on the Pricing Schedule and obtainable by making reasonable inquiries.
- e) The Contractor has inspected the Site and its surroundings.
- f) The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of an official investigation.

5.12 Drug and Alcohol Testing

The Shire of Mingenew may require that the Contractor complete drug and alcohol testing on a regular or ad-hoc basis during the contract. The Contractor agrees to this requirement and acknowledges that they will be responsible for supplying all necessary testing equipment, managing the testing process and providing the Shire the records of any tests completed. Any person testing positive to drugs and/or alcohol will not be allowed on-site nor to operate any machinery and the Shire reserves the right to require that the Contractor replace any person found to test positive before the commencement of works or during the completion of contract works.

5.13 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- a) The term "records" has the same meaning as in the SRA.

- b) The Contractor will comply with the SRA and its Principles and Standards and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- c) All such Records will remain the property of the Principal.
- d) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- e) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- f) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions, or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

5.14 Negation of Employment, Partnership or Agency

The Contractor shall not represent itself, and shall ensure that none of its employees or subcontractors represents themselves, as being an employee, partner or agent of the Principal.

The Contractor, its employees, subcontractors and subcontractor employees shall not by virtue of this Contract for any purpose be or be deemed to be employees, partners or agents of the Principal.

5.15 Industrial Matters

The Contractor is responsible for the conduct of all proceedings, conferences, negotiations and dealings with unions and union representatives, regarding industrial matters arising in relation to the performance of the Works but the Contractor shall keep the Superintendent's Representative fully informed of all such matters and shall not commence negotiations or make any offer of settlement or finalise an arrangement with a union without prior consultation with and having the consent of the Superintendent's Representative.

The Contractor shall observe the requirements of all relevant industrial awards and shall immediately notify the Superintendent's Representative if a strike or any other form of industrial unrest occurs and provide full details if requested.

5.16 Disability Access and Inclusion Plan (DAIP)

As a requirement of the WA Disability Services Act (1993), the contractor will have a legislated responsibility to carry out their work in accordance with the Shire of Mingenew Disability Access and Inclusion Plan (DAIP). This will require the successful contractor to communicate any identified access issues with the Principal throughout the course of the contract. A copy of the Shire of Mingenew Disability Access and Inclusion Plan can be located on the Shire's website.

5.17 Acts and Regulations

The Contractor shall comply with the relevant Principal's policies and guidelines, all relevant Commonwealth and State laws and all Occupational Health and Safety Regulations.

The Contractor will be required to induct all staff and sub-contractors in accordance with Shire of Mingenew's OHS Compliance Guidelines.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of any Sub- contractors and employees of the Principal, and visitors to the Building/Facility, are not exposed to hazards.

5.18 Errors in Bills of Quantities (Clause 4.4 of AS2124 –1992)

Delete all of Clause 4.4.

5.19 Pricing Schedule

The Contractor acknowledges that the Principal has entered the Contract reliant on the Contractor having prepared an accurate Pricing Schedule for the works required under the Contract.

The signing of the Instrument of Agreement by the Contractor is deemed to be acknowledgment that the quantities detailed in the submitted Pricing Schedule (Section 6.7 of the Tender Response) are correct and that no future claim will be made with respect to accuracy of quantities.

This sub clause does not preclude the Contractor from making a claim under Clause 40.5 in the event that the scope is varied as directed by the Superintendent.

5.20 Rise and Fall in Costs

The Contract Sum shall not be subject to adjustment for rise and fall in costs.

5.21 Retention (Clause 5.3 of AS2124 – 1992)

Retention will be deducted in accordance with Clause 5.3 of the General Conditions of Contract. Additionally, the following amendment to the General Conditions of Contract shall apply:

Under the paragraph headed *Alternative 2* of clause 5.9 of the General Conditions of Contract, delete the second sentence.

5.22 Payments (Clause 42.1 of AS2124 - 1992)

After the word "payment" on the third line of the first sentence of clause 42.1 of the General Conditions of Contract, add the words "and a tax invoice".

In the first sentence of the fourth paragraph of clause 42.1 of the General Conditions of Contract, delete "28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier" and replace with "30 days after the date the Superintendent receives a tax invoice in accordance with the first paragraph of clause 42.1, and subject to the contractor providing a credit note if the value of the tax invoice is higher than the amount subsequently certified by the Superintendent".

5.23 Invoicing & Payment

Upon approval of a Progress Claim by the Principal, the Contractor shall submit an invoice in respect of the services that are the subject of the approved Progress Claim.

All Invoices must be supported by documentation demonstrating the quantity of completed work and verified by the Superintendent's Representative.

Unless otherwise requested by the Principal, invoices should contain the following information as a minimum:

- Purchase Order Number
- Contract Number
- Name of the Superintendent's Representative/Project Manager

Invoices must be submitted by either post to:

Chief Executive Officer
Shire of Mingenew
PO Box 120
Mingenew WA 6770

Or via email to ceo@mingenew.wa.gov.au

Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices that comply with the above requirements within 20 Business Days (or such other period as the Superintendent'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.

A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.

Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.

The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

5.24 Notification of Claims (Clause 46.1 of AS2124 – 1992)

In the first paragraph of clause 46.1 of the General Conditions of Contract, delete "28 days" and replace with "14 days".

6 TENDERER'S OFFER

6.1 Form of Tender

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road
MINGENEW WA 6522

I/We (Registered Entity Name): _____

(BLOCK LETTERS)

of: _____

(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 3 2021/22 MINGENEW MULLEWA ROAD SHOULDER SEALING UPGRADE

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, specifications, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the Lump Sum in the prescribed format and submitted with this Tender.

Dated this the _____ day of _____ 20__

Signature of authorised person: _____

Full Name of authorised signatory (BLOCK LETTERS): Mr. ☐ Mrs. ☐ Ms. ☐ *Please tick one.*

First Name: _____ Surname: _____

Position: _____

Telephone No: _____

Authorised Signatory Postal Address: _____

Email Address: _____

6.2 Legal Status

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trusts			
Individual			
Partnership			

6.3 Amendments to Tender Document (if Any)

Tenderer to sign and return any amendments (Tender addenda) issued during the Tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

List Addenda No's received:

Signature:

Part 6 COMPLETE AND RETURN THIS PART

6.4 Statement of Conformity

The Tenderer is to signify here whether its Tender conforms in all respects to the requirements of the Tender Documents by indicating below.

Does your Tender conform?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

If **NO**, the Tenderer must list below all areas of non-conformity and the reasons therefore.

[illegible]

6.5 Compliance Criteria

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

Where necessary to provide additional information, please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

NOTE: All pages within Part 6 are to be completed and returned to the Principal as they form part of your Tender submission.

Description of Compliance Criteria	Yes	No
i) Compliance with the Conditions of this Request Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFT including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	<input type="checkbox"/>	<input type="checkbox"/>
ii) Complete Respondents Offer	<input type="checkbox"/>	<input type="checkbox"/>
iii) Compliance with the Specification Contained in this Request	<input type="checkbox"/>	<input type="checkbox"/>
iv) Occupational Safety & Health Requirements & completion of Clause 6.8.	<input type="checkbox"/>	<input type="checkbox"/>
v) Complete Pricing Schedule	<input type="checkbox"/>	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

Description of Compliance Criteria	Yes	No
vi) Risk Assessment Respondents must address the following information in an attachment and label it “ Risk Assessment ”.	<i>Tick if Attached</i> <input type="checkbox"/>	
- Provide an outline of organisation structure inclusive of any branches and number of personnel.	<input type="checkbox"/>	<input type="checkbox"/>
- Attach current ASIC company extracts search including latest annual return.	<input type="checkbox"/>	<input type="checkbox"/>
- Provide the organisation’s Directors/Company Owners and any other positions held with other organisations.	<input type="checkbox"/>	<input type="checkbox"/>
- Provide a summary of how many years your organisation has been in business.	<input type="checkbox"/>	<input type="checkbox"/>
- Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	<input type="checkbox"/>	<input type="checkbox"/>
- Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (<i>and any related documents</i>); and if there is no trust deed, provide the names and addresses of beneficiaries.	<input type="checkbox"/>	<input type="checkbox"/>
- 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.	<input type="checkbox"/>	<input type="checkbox"/>
vii) Financial Position - Does the Tenderer have the ability to pay all debts in full as and when they fall due? (If no, please provide details)	<input type="checkbox"/>	<input type="checkbox"/>
- Does the Tenderer have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details)	<input type="checkbox"/>	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

Description of Compliance Criteria	Yes	No
<p>viii) Conflict of Interest</p> <p>Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.</p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><i>Is there a Conflict of Interest?</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>ix) Insurance</p> <p>Does the Tenderer maintain the minimum insurance requirements of this Request? If Yes, provide evidence of the Tenderers insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 7 working days of acceptance.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
<p>x) Critical Assumptions</p> <p>Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request. Tenderers should attach these assumptions in an attachment labelled <u>“Critical Assumptions”</u></p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	

6.6 Qualitative Criteria (40%)

Before responding to the following qualitative criteria, Tenderers must note the following:

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

A failure to include any of the information requested may result in the Tenderer scoring a low score in the element where the information was not provided.

A. Previous relevant experience on similar projects for local governments in similar areas Tenderers must provide the following information in an attachment labelled ' <u>Previous Relevant Experience</u> '.	Weighting < 15% > Tick if attached
- Provide details of similar work in similar areas.	<input type="checkbox"/>
- Provide the scope of the Tenderer's involvement including details of outcomes.	<input type="checkbox"/>
- Demonstrate competency and a proven track record of achieving outcomes on similar projects.	<input type="checkbox"/>
- Provide Referees from previous projects who can attest to the Tenderer's competency and capability to complete similar works to a high standard.	<input type="checkbox"/>
B. Management and supervision experience and capability Tenderers must address the following information in an attachment labelled ' <u>Management and supervision experience</u> '.	Weighting < 15% > Tick if attached
- Provide details of the tenderer's proposed project management and/or project supervision personnel including their work history, experience on similar scopes of work and any relevant qualifications.	<input type="checkbox"/>
- Provide details of any supporting or backup management / supervisory resources available to support the core project team.	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

C. Demonstrated Organisational Capacity, Availability and Nominated Resources Tenderers must address the following information in an attachment labelled ' <u>Demonstrated Organisational Capacity</u> '.	Weighting < 10% > Tick if attached
<ul style="list-style-type: none"> - Outline the process for the delivery of the scope of works and provide information demonstrating the tenderers understanding of the works. 	<input type="checkbox"/>
<ul style="list-style-type: none"> - Provide a programme for the works showing the proposed work sequencing, duration and demonstrating compliance with the Tender specification. 	<input type="checkbox"/>
<ul style="list-style-type: none"> - Provide information on the tenderer's current commitments and how they proposed to resource this scope of work with their current commitments. 	<input type="checkbox"/>
<ul style="list-style-type: none"> - Provide details of the tenderer's nominated key personnel specifically the nominated grader operators. 	<input type="checkbox"/>

6.7 Pricing Schedule (60%)

6.7.1 Fixed Price Lump Sum Contract

This is a FIXED PRICE LUMP SUM Contract; the following tender schedule will be utilised in relation to the assessment of progress claims and the value of any variations. The Contract does not include provisions for Rise & Fall adjustments.

All sections of the following tender schedule shall be completed fully. The tenderer shall determine the form of the final submission.

While it is the Principal's intention to complete all the works described in this Request for Tender, the Principal reserves the right to vary the scope of the work prior to award of the Contract, to satisfy the Principal's requirement not to exceed the target contract expenditure.

In this Tender Schedule the sub-headings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to the Drawings, Specifications and Annexures, the General Conditions of Contract and the Special Conditions of Contract. The rates and prices entered in this Tender Schedule shall be deemed to be the full inclusive value of the work covered by the respective items, to meet the obligations of the Tenderer under the Contract. The sum of the tender prices shall equal the Tendered Fixed Lump Sum.

6.7.2 Quantities

The quantities listed in the pricing schedule for the reconstruction of the shoulders are the Shire's best estimation of quantities based on the scoping activities.

This is a Lump Sum contract. It is up to each tenderer to make their own assessment of quantities, based on the data provided, site inspection and their own earthworks experience and adjust the quantities in the Pricing Schedule accordingly.

6.7.3 Provisional Items

Due to the nature of the works under this contract, there are various items that are provisional (highlighted in red) within the pricing schedule.

Part 6 COMPLETE AND RETURN THIS PART

MINGENew MULLEWA RD SLK 0.45 – 31.09					
Item	Description	Units	Qty	Rate	Total Cost (ex. GST)
A1.0	PRELIMINARIES				
A1.01	Allow for all costs related to survey information and setting out of the works	Item	1		
A1.02	Allow for all costs related to the contractor's accommodation and living facilities	Item	1		
A1.03	Allow for all costs related to the contractor's site facilities and supervision	Item	1		
A1.04	Allow for all costs related to the supply of earthworks fill, gravel and water for the works	Item	1		
A1.05	Allow for all insurances as required under the contract	Item	1		
A1.06	Allow for all costs related to traffic management	Item	1		
A1.07	Allow for all costs related to quality assurance, testing and occupational health & safety matters	Item	1		
A1.08	Allow for all costs related to environmental protection as required under the contract	Item	1		
A1.09	Allow for all costs related to mobilisation and demobilisation	Item	1		
SUB-TOTAL PRELIMINARIES					
A2.0	RECONSTRUCTION OF SHOULDERS SLK 0.45 – 9.00				
A2.01	Vegetation clearing and topsoil stripping to allow for new reconstructed shoulder (both sides)	lm	8,550		
A2.02	Reconstruct existing shoulders to achieve finished seal width as specified in Appendix 1 – rip, mix, compact and trim (both sides).	lm	8,550		

Part 6 COMPLETE AND RETURN THIS PART

	Cross-sectional profile of new reconstructed shoulder to suit existing road cross-fall.				
SUB-TOTAL RECONSTRUCTION SHOULDERS SLK 0.45 – 9.00					
MINGENEW MULLEWA RD SLK 9.00 – 31.09					
A3.0	RECONSTRUCTION OF SHOULDERS SLK 9.00 – 31.09				
A3.01	Vegetation clearing and topsoil stripping to allow for new reconstructed shoulder (both sides)	lm	22,090		
A3.02	Top-up and reconstruct existing shoulders to achieve finished seal width as specified in Appendix 1 – import, top-up, mix, compact and trim (both sides). Cross-section profile of new reconstructed shoulder to suit existing road cross-fall.	lm	22,090		
SUB-TOTAL RECONSTRUCTION SHOULDERS SLK 9.00 – 31.09					
A4.0	SHOULDER SEALING SLK 0.45 – 31.09				
A4.01	Supply and spray double/double cutback bitumen seal (both sides) - (first coat 14mm nominal BAR 1.5L/m2, second coat 7mm nominal BAR 0.90L/m2)	lm	30,640		
A4.02	<i>PROV ITEM: Variation price per litre for adjustments to nominated BAR</i>	<i>L</i>	<i>5,000</i>		<i>Rate Only</i>
SUB-TOTAL SHOULDER SEALING SLK 0.45 – 31.09 <i>Excluding provisional items</i>					
A5.0	SIGNS & MISCELLANEOUS				
A5.01	Relocate 2x advanced directional signs (G1-1) at Slk. 0.64 (LHS) and 1.16 (RHS)	no	2		
A5.02	Relocate 1x Pedestrian Crossing Sign at Slk. 7.23 (RHS)	no	1		
A5.03	<i>PROV QTY – Supply and install new single post and associated sign as directed by Shire.</i>	<i>Ea</i>	<i>1</i>		<i>Rate Only</i>
A5.03	<i>PROV QTY – Supply and Install guideposts</i>	<i>Ea</i>	<i>60</i>		<i>Rate Only</i>

Part 6 COMPLETE AND RETURN THIS PART
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SUB-TOTAL SIGNS & MISCELLANEOUS <i>Excluding provisional items</i>	
TOTAL AMOUNT (ex. GST) <i>Excluding provisional items</i>	
10% GST	
TOTAL AMOUNT (inc. GST)	

6.8 Occupational Health and Safety

6.8.1 Nominated Representative – TENDER SUBMISSION

TO BE COMPLETED ON SUBMISSION OF TENDER

The Contractor shall make available a supervising representative to attend a Shire of Mingenew Occupational Safety and Health Induction on a date to be nominated by the Principal.

The Contractor's nominated Representative who will be attending the Principal's OS & H Induction prior to commencement is:

Representative's Name:

(Print Name)

Representative's Signature:

Date:

/ /

6.8.2 Nominated Representative – COMPLETION OF INDUCTION

TO BE COMPLETED ON AWARDING OF CONTRACT & COMPLETION OF INDUCTION

I, _____ being authorised

Representative of:

(Company Name)

Hereby state that the provisions in section 5.17 Acts and Regulations of the Special Conditions of Contract in relation to Occupational Safety and Health are accepted and will be complied with in the execution of the Contract for the Shire of Mingenew.

Signed:

Witness:

Principal's Safety Coordinator

Date:

/ /

6.9 SCHEDULE 1: Details of Local Preference / Content

Is the tenderer eligible for consideration under the Council's Local Preference Purchasing Policy (Appendix 3)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
---	--	---------------------------------------

If **YES**, please explain why you are eligible.

6.10 SCHEDULE 2: Insurances

The Tenderer is to provide details of insurance currently held by you and any proposed subcontractor which would be extended to provide cover for work under the Contract.

INSURANCE TYPE	POLICY NO.	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident \$A	In Aggregate \$A		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

(Attach Certificates of Currency or other verification of the above insurances)

6.11 SCHEDULE 3: Details of Subcontractors

Tenderer to provide the names of any subcontractors proposed to be engaged for the contract.

Note:

- Written approval of all subcontractors from the Principal is required before commencement of the contract.
- The nomination of alternatives is acceptable.
- The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

Name and Address of Subcontractor	Description of works proposed to be subcontracted

6.12 SCHEDULE 4: Referees

Provide at least three (3) referees who can attest to the Tenderer's capabilities in undertaking the contract works. References should be relevant to works similar in nature to the works described within this RFT. The Principal reserves the right to make its own independent enquiries.

FIRST REFEREE

Company Name:

Address:

Contact Person:

Telephone: Email

SECOND REFEREE

Company Name:

Address:

Contact Person:

Telephone: Email

THIRD REFEREE

Company Name:

Address:

Contact Person:

Telephone: Email

Part 6 COMPLETE AND RETURN THIS PART**6.13 SCHEDULE 5: Current Commitments**

Please provide a list of the Tenderer's current known commitments along with the other relevant details as given in the table below. Please attach additional information if there is insufficient space provided.

Item	Project Description	Client	Approx. Value	Approx. Start Date	Approx. Finish Date
1					
2					
3					
4					
5					

6.14 SCHEDULE 6: Relevant Past Experience

Please provide details of previous projects that the tenderer has completed that involve similar works in similar areas. Examples of previous projects should be limited to projects where the Tenderer was the Prime Contractor. Please attach additional information if there is insufficient space provided.

Item	Project Description	Client	Approx. Value	Approx. Duration
1				
2				
3				
4				
5				

7 SPECIFICATIONS

7.1 Scope of Works

Refer description of works detailed within the RFT document.

Unless otherwise provided for in this Contract, the Contractor will be responsible for and is deemed to have included in their rates, all plant, materials as nominated, labour and expertise to complete the entire works as specified.

The Contractor will be responsible for all earthworks including the preparation of turnarounds and rehabilitation at completion.

7.2 Superintendent's Representative

The Superintendent for this contract will be as appointed by the Shire of Mingenew. The Superintendent will appoint a Superintendent's Representative post tender.

7.3 Principal Supplied Materials

The Principal is NOT responsible for the supply of any items (including fill/gravel material, water or any other item) required for the completion of the works but will liaise with the contractor where possible to assist with the sourcing of materials.

7.4 Contractor's Site Facilities

The Contractor shall be responsible for all site establishments.

Prior to erecting any facility or office structures on site, the Contractor will ensure that the proposed location and positioning of the units and all associated services and all specialised storage areas, have been nominated to the Superintendent on a layout plan and where applicable to the Local Authority (**HOLD POINT**).

All buildings and facilities established and used by the Contractor must be removed from the Site at no cost to the Principal on completion of the Works and the site must be left in a clean and tidy condition. Upon completion of the Works, the access tracks established by the Contractor must be removed and the ground rehabilitated.

Adequate quantities of suitable material to counteract spillages will be kept on hand by the Contractor.

7.5 Plant Inspections

It is the contractor's responsibility and a pre-mobilisation requirement of the contractor to ensure all construction plant associated the scope of works under this contract is thoroughly cleaned and inspected for weeds and seeds prior to mobilisation on-site.

7.6 Water Supply

The Contractor must make all necessary arrangements for the supply and servicing of the required quantities of suitable water for the Works and for potable water for any site facilities.

The responsibility for investigating the feasibility and availability of suitable water for the Works from all sources and obtaining the necessary approvals will rest entirely with the Contractor.

7.7 Survey Control and set out

The Contractor will be responsible for all construction set out.

The following horizontal and longitudinal alignment control requirements must be established by the Contractor for the use of the Superintendent prior to the commencement of the reconstruction shoulder works.

- a) Offset pegs must be established on at least one side of the road formation.
- b) The pegs must be placed at 0.5 – 1m offset to the surface design edge of subgrade.
- c) Chainages must be clearly marked on the pegs.
- d) The spacing between pegs must not be greater than 100m on straights and 40m on curves and include all curve Tangent Points.
- e) The pegs must be placed vertical and within $\pm 50\text{mm}$ tolerance to their exact horizontal location.
- f) The pegs must remain undisturbed until the Superintendent has released the Hold Point to allow the bituminous binder to be applied. Any pegs that are disturbed must be re-established by the Contractor at no cost to the Principal.
- g) Construction levels are not required to be marked on the pegs.
- h) The pegs must be removed by the Contractor at the completion of the Works.

7.8 Quality Assurance

The Quality Plan shall be the document specifying the processes of the Contractor's quality management system and the resources to be applied to achieve the specific requirements of the Contract. The Quality Plan shall clearly detail how the Contractor's Quality Management System procedures and instructions shall be applied to meet the requirements of the Contract and shall clearly detail the cross referencing to all documents of the Contract.

The Quality Plan shall clearly detail the Contractor's delegation of its management responsibilities, authorities and communication requirements for any subcontracted work under the Contract.

The Contractor shall develop and document Inspection Plan(s) [Inspection and Test Plan(s) (ITPs)] to undertake the Monitoring and Measurement of the Works. The Inspection Plans shall clearly describe the monitoring, verification and validation activities specific to the product and the criteria for product acceptance for each product or service specified in the Contract.

7.8.1 Lot Definition

The principles used to define the limits of any Lot for the Contract shall be:

- a) the maximum size of a Lot is limited to the quantity of work that is the subject of a single conformance decision;
- b) the whole of the works included in the Lot shall be continuous;

- c) the Lot has been produced by the same works process;
- d) the Lot has been brought to completion at the same time; and
- e) the Lot shall appear to be of a constant quality without obvious changes in attribute values, whether or not these attributes form part of the acceptance criteria.

The extent of each Lot shall be clearly identified in the field prior to the commencement of any product realisation activity. The Lot shall be demarcated on Site with markers until the Lot has been brought to completion. As a minimum the markers shall detail the chainage and Lot identification clearly legible from the alignment centre line.

7.8.2 Hold Points

A **HOLD POINT** is defined as that stage in the process of delivering the work under the Contract, beyond which the Contractor must NOT proceed to the next activity without the written approval of the Superintendent.

To obtain release of the Hold Point for a Lot, the Contractor shall comply with the following requirements:

- a) The Contractor shall have completed all conformance inspection reports for any underlying Lot(s) or any adjacent Lot(s) affected by the Lot in question.
- b) All underlying Lot(s) and any adjacent Lot(s) affected by the Lot in question shall be conforming.
- c) The Contractor shall request a "Hold Point Release" in writing with all supporting conformance test results at least 24 hours or such other period detailed in the Specification prior to the time when the Contractor wishes to proceed with the next activity which affects the Lot in question.
- d) The submission of any "Hold Point Release" to the Superintendent by the Contractor is the Contractor's "Certificate of Compliance" that the submitted Lot conforms to the Contract requirements.

7.8.3 Control of Non-Conforming Outputs

All detected non-conformances shall constitute a **HOLD POINT** in the operations of the work under the Contract associated with the detected non-conformance and shall be reported to the Superintendent within 24 hours of being detected.

The Contractor shall submit to the Superintendent a proposed method for the rework, repair or removal of the non-conforming Lot to ensure conformance to the requirements of the Specification.

The Contractor shall develop and submit a proposed Corrective Action to eliminate the cause of a detected non-conformance for the Superintendent's approval. Associated action(s) to prevent any reoccurrence shall form part of the corrective action process.

Prior to the release of the **HOLD POINT** on a detected non-conformance and/or non-conforming Lot, the Contractor shall certify to the Superintendent and provide conformance records in accordance with the Contract that the reworked or repaired Lot conforms to the

requirements of the Specification and the Improvement to the Quality Plan is approved by the Superintendent (**HOLD POINT**).

7.9 Clearing of Vegetation

The designated area for clearing along the road alignment for the Works shall be the minimum required to accommodate the earthworks.

Providing the Contractor ensures that all clearing and ground disturbance works are within the boundaries of the predefined area, the Contractor will not need to obtain any further clearing approvals. The predefined area is given to be the extent of existing shoulder area required to achieve the scope of works.

Strictly no clearing shall be undertaken outside the scope of works without prior approval from the Superintendent.

The clearing of temporary storage areas, campsites, water supply points, site offices, similar work areas and any other areas within, or outside the Site, shall be approved by the Superintendent.

The Contractor shall obtain written approval from the Superintendent prior to undertaking any clearing or pruning of overhanging branches along any existing roads or tracks outside designated or other areas.

Clearing shall include but not be limited to:

- a) the felling, cutting and removal of all trees standing or fallen;
- b) the removal of all brush, shrubs, grasses and other vegetation;
- c) the removal of rubbish and debris;
- d) the removal of surface boulders and boulders dislodged during vegetation removal; and
- e) the grubbing out of all stumps and roots larger than 80mm diameter or with any dimension greater than 300mm to a depth of 300mm below either the existing surface or the finished subgrade surface, whichever is the lower.

Depressions caused by grubbing out tree roots and stumps, in cleared areas with no topsoil removal, shall be promptly backfilled with clean fill and compacted to the density and surface levels of the surrounding undisturbed ground.

Branches protruding into the cleared area shall be neatly pruned by hand back close to the bole of the tree or main branches to minimise the disturbance to vegetation growing outside the limits of clearing.

Machines used for pushing and heaping operations shall be fitted with root rakes or similar equipment and operated in a manner such that as little soil as possible is removed and heaped with the cleared vegetative material.

Prior to the commencement of any clearing operations the Contractor shall certify the following for the Superintendent's verification and approval (**HOLD POINT**):

- a) The limits of clearing are correctly pegged and demarked on site.
- b) The locations of existing features to be demolished are correctly tagged on site.

- c) All nominated vegetation to be retained and protected is clearly tagged.
- d) Protective measures are in place for retained vegetation and declared rare flora.
- e) The stockpile locations for cleared vegetation, rubble or debris are identified and pegged on site.

Vegetation that is cleared and stockpiled shall be stacked in neat manageable stockpiles at approved locations and carted to a final stockpile location within 2 days after clearing.

7.10 Pavements

7.10.1 Materials for Sealed Pavements

The proposed basecourse top-up material shall be tested prior to incorporating it into the works. The type of testing required is detailed in Table 4. Pavement material shall conform to the specifications as described below in Table 1 & Table 2.

As Sieve Size (mm)	% Passing by Mass Target Grading	% Passing By Mass
37.5	100	100
19.0	74	71 100
9.5	54	50 – 81
4.75	40	36 – 66
2.36	29	25 – 53
1.18	21	18 – 43
0.425	13	11 – 32
0.075	6	4 – 19
0.0135	3	2 – 9

Table 1 – Particle Size Distribution

Test	LIMITS	Test Method
Liquid limit	25.0% Maximum	WA 120.2
Linear Shrinkage	3.0% Maximum	WA 123.1
Maximum Dry Compressive Strength	2.3MPa Minimum	WA140.1
California Bearing Ratio (Soaked 4 days) at 98% of MDD and 100% of OMC	80% Minimum	WA 141.1

Table 2 – Consistency Limits

7.10.2 Pavement Construction

Basecourse top-up material shall be worked in compacted layers not more than 300 mm nor less than 200 mm compacted thickness. Pavement material shall be spread and compacted to achieve uniformity free from any evidence of segregation. During the whole of the compaction process the Characteristic Moisture Content of the pavement material shall be within -2% to +2% of the optimum moisture content.

The required pavement compaction, measured relative to the Modified Maximum Dry Density (MMDD) of the material, is detailed in Table 3 below.

Pavement Layer	Characteristic Dry Density Ratio % (Mc)
Basecourse	96

Table 3 – Pavement Compaction Values

The pavement compaction shall be tested at a depth of 150mm with a nuclear density meter. The minimum number of tests required for each lot is nine (9).

PROCESS	QUALITY VERIFICATION REQUIREMENT	MINIMUM TESTING FREQUENCY
Basecourse	FOR CONTROL OF IMPORTED MATERIAL:	
	• Particle Size Distribution (WA 115.2)	3 per Project
	• Liquid Limit (WA 120.2)	3 per Project
	• Plasticity Index (WA 122.1)	3 per Project
	• Linear Shrinkage (WA 123.1)	3 per Project
	• Soaked CBR (WA 141.1)	3 per Project
	FOR CONTROL OF COMPACTION:	
	• Dry Density Ratio (WA 134.1)	9 per Lot

Table 4 – Pavement Testing Frequency

The compacted level of the reconstructed gravel shoulder shall be judged to be acceptable when the level measured at any point on the new surface is within 0mm +/-5mm of the top cut edge level of the existing seal and the cross-fall on the reconstructed gravel shoulder is within +/-2mm on the existing road cross-fall.

The completed shoulder pavement shall be in a uniformly bound condition with no evidence of layering, disintegration or surface tearing.

7.10.3 Pavement Preparation for Bitumen Sealing

Pavement layers shall be dried back to the requirements given in table below prior to the construction of the bituminous sealing.

Pavement Layer	Dryback Characteristic Moisture Content (% of OMC)
Basecourse	80

Table 5 – Dryback on Pavement Values

The finished surface should appear as a stone mosaic interlocked with fine material and shall be dense, even textured and tightly bound. The basecourse must retain those characteristics after rotary brooming and be suitable to receive bituminous surfacing.

Completed basecourse construction shall be maintained to the specified standards of surface shape, level, compaction and finish up to the time of application of the bituminous surfacing. Watering shall be continued as necessary to prevent shrinkage cracking, dusting or loosening of the surface. The contractor shall provide evidence that the basecourse is conforming prior to proceeding with the sealing (**HOLD POINT**).

7.11 Bitumen Sealing

All works under this contract shall satisfy the Main Roads WA specifications 503, 509 and 511 (available from the Main Roads WA website).

7.11.1 Seal Design

The contractor is responsible for his/her own assessment of the existing surface texture and responsible for all elements of the seal design. The contractor shall, in his/her design and application, make allowance for the following items:

- a) Traffic count data – this data will be provided to the contractor to assist with the seal design.
- b) Surface texture.
- c) Pavement temperature and weather conditions on the day and as well as the forecast for the 24 hours.
- d) Application rates shall be monitored and adjusted as required to ensure that a good stone mosaic formation is achieved.

7.11.2 Application

When the double/double bitumen seal is being applied, the longitudinal overlap on the first (larger aggregate size) coat should be between 100mm and 200mm. On a transverse overlap the second coat of the seal shall overlap the first (larger aggregate size) coat by 300mm.

7.11.3 Records

The contractor is to provide all daily surfacing records for quality management purposes.

7.12 Property Damage

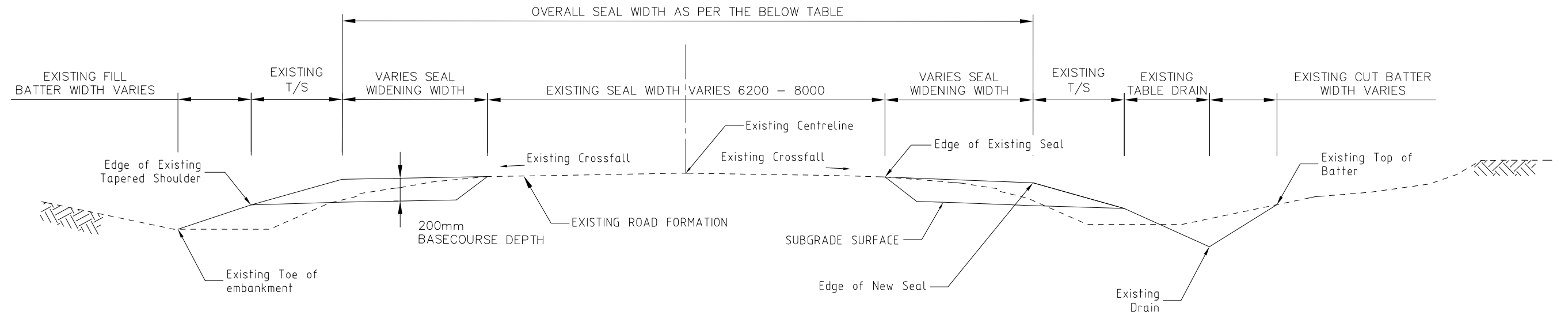
The Contractor shall implement a strategy to ensure that no damage is caused to public or private property including services during the course of the works. The Contractor shall be held wholly liable for any damage to public or private property including services.

7.13 Variations

The contractor shall not vary the works described within the RFT unless specifically directed in writing by the Superintendent.

8 APPENDICES

8.1 Appendix 1 – Typical Section Detail



TYPICAL CROWNED SECTION – Sealing of Shoulders
Not to Scale

SLK Location	Existing Seal Width (m)	Final Seal Width (m)
0.45 - 0.85	6.2	8.2
0.85 - 0.95 (Depot Hill Int.)	8.0	10.0
0.95 - 2.47	6.2	8.2
2.47 - 11.92	7.2	9.2
11.92 - 15.00	6.2	8.2
15.00 - 31.09	7.2	9.2

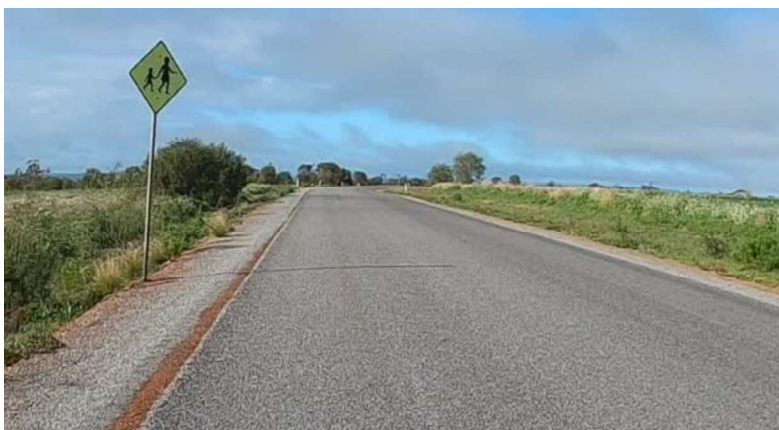
8.2 Appendix 2 – Photos for Reference



G1-1 Direction Traffic Sign at Slk. 0.64 (LHS) – Required to be relocated



G1-1 Direction Traffic Sign at Slk. 1.16 (RHS) – Required to be relocated



MR-RP-10 Pedestrian Traffic Sign at Slk. 7.23 (RHS) – Required to be relocated

8.3 Appendix 3 – Shire of Mingenew – 1.3.7 Regional Price Preference



COUNCIL POLICY

1.3.7

Finance

Title:	1.3.7 REGIONAL PRICE PREFERENCE
Adopted:	<2009
Reviewed:	February 2019 March 2018- Inserted into Management Procedure 1.3.1. January 2020 – Clarified Midwest region boundary 16 December 2020
Associated Legislation:	Local Government Act (1995) as amended; State Records Act 2000 Local Government (Functions and General) Regulations 1996, Part 4A
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Policy 1.3.1- Purchasing Shire of Mingenew Management Procedure 1.3.1- Purchasing
Review Responsibility:	Council

Previous Policy Number/s – 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

Goods and Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew



2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

Construction (building) Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 5% to all suppliers located within the Shire of Mingenew
2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time 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.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

Located within the stipulated areas is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

8.4 Appendix 4 – Shire of Mingenew - 1.3.1 Purchasing Policy



COUNCIL POLICY

1.3.1

Finance

Title:	1.3.1 PURCHASING POLICY
Adopted:	21 March 2018
Reviewed:	19 May 2021
Associated Legislation:	Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8 Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4 State Records Act 2000
Associated Documentation:	Shire of Mingenew Delegations Register Shire of Mingenew Code of Conduct
Review Responsibility:	Governance Officer Finance and Administration Manager
Delegation:	Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template (as at Feb 2021) with some modifications

Last Adopted: April 2020

Policy Statement:

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever

	<p>possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.</p> <p>If no relevant local supplier is available, then a relevant WALGA PSA may be used.</p>
Priority 3:	<p>Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise. <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p>
Priority 4:	<p>Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt <i>[F&G Reg. 11(2)]</i> arrangement may be used.</p>
Priority 5:	<p>Other Tender Exempt arrangement <i>[F&G Reg. 11(2)]</i> Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6:	<p><u>Other Suppliers</u> Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p>

Purchasing Practice Purchasing Value Thresholds

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Up to \$5,000 (<i>ex GST</i>)	Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$5,001 and up to \$50,000 (<i>ex GST</i>)	Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of one (2) written quotations are to be obtained. The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price. The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$50,001 and up to \$100,000 (<i>ex GST</i>)	Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$100,001 and up to \$250,000 (<i>ex GST</i>)	Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Over \$250,000 (<i>ex GST</i>)	Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by

Purchase Value Threshold (ex GST)	Purchasing Practice
	<p>invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire Policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (Within Budget)</p> <p>Refer to Clause 1.4.3</p>	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (No budget allocation available)</p> <p>Refer for Clause 1.4.3</p>	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
LGIS Services	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Section 9.58(6)(b) Local Government Act	Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;

- d) Subject to a creative element; or
- e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations;
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and

- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).

SHIRE OF MINGENEW

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the period ending 31 October 2021

LOCAL GOVERNMENT ACT 1995

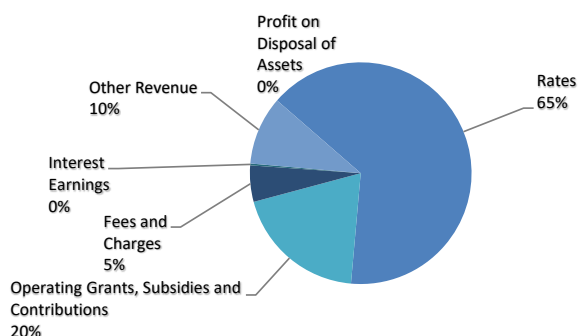
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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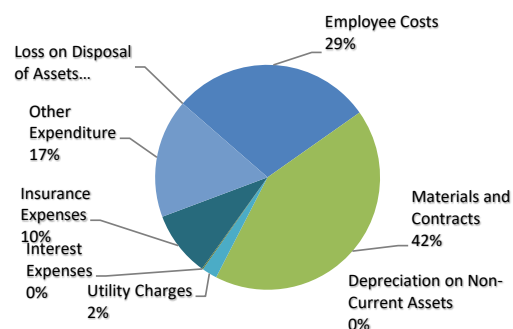
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OPERATING ACTIVITIES

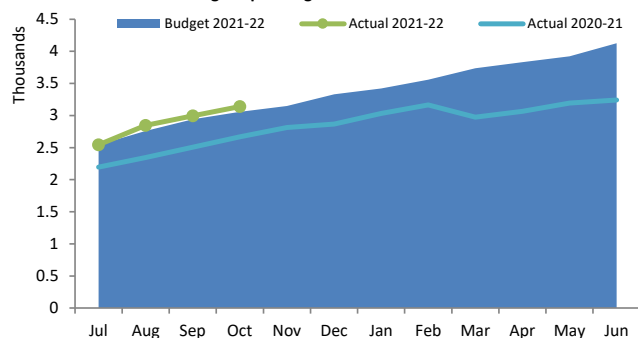
OPERATING REVENUE



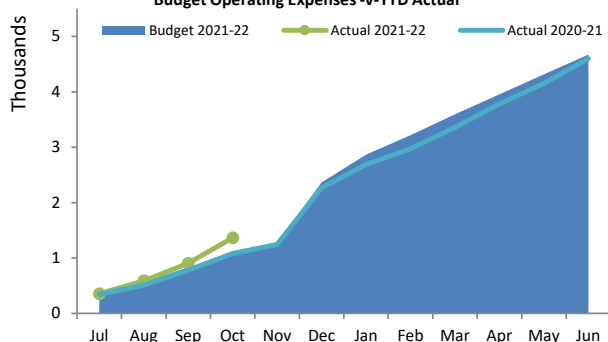
OPERATING EXPENSES



Budget Operating Revenues -v- Actual

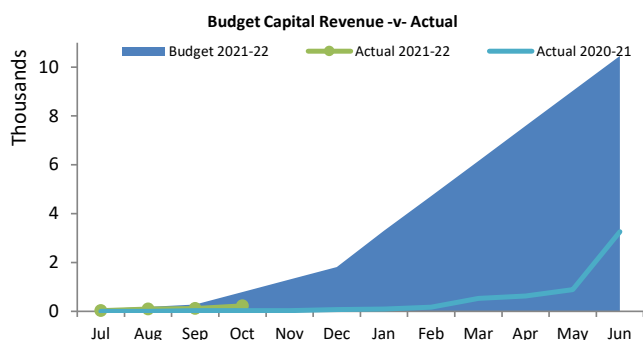


Budget Operating Expenses -v-YTD Actual

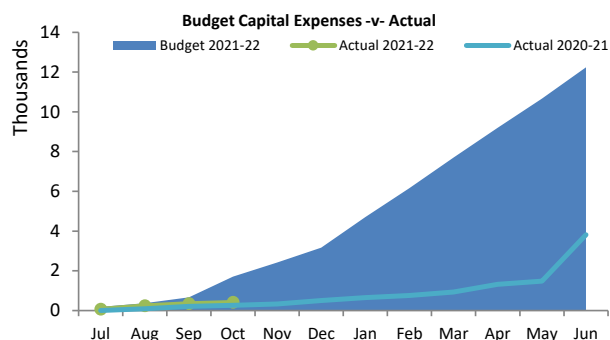


INVESTING ACTIVITIES

CAPITAL REVENUE



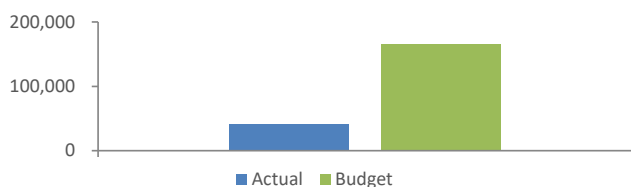
CAPITAL EXPENSES



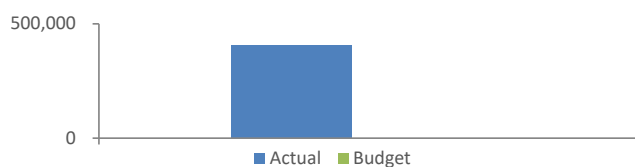
FINANCING ACTIVITIES

BORROWINGS

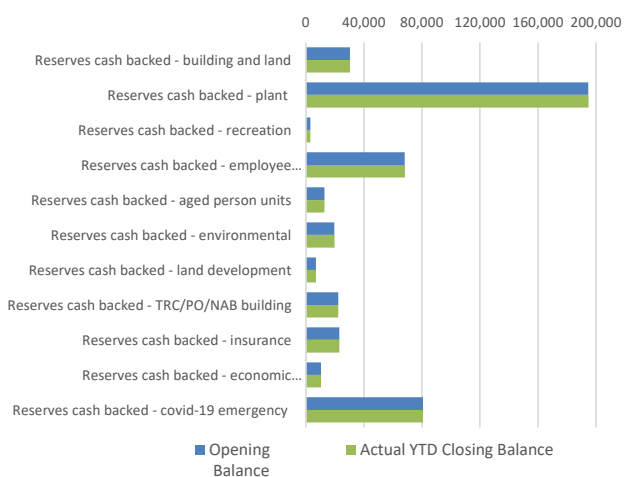
Principal Repayments



Principal Outstanding



RESERVES



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.08 M	\$0.08 M	\$0.08 M	(\$0.00 M)
Closing	\$0.00 M	\$1.43 M	\$1.91 M	\$0.48 M
Refer to Statement of Financial Activity				

Cash and cash equivalents		
	\$2.57 M	% of total
Unrestricted Cash	\$1.56 M	60.8%
Restricted Cash	\$1.01 M	39.2%
Refer to Note 2 - Cash and Financial Assets		

Payables		
	\$0.35 M	% Outstanding
Trade Payables	\$0.00 M	
0 to 30 Days		100.0%
30 to 90 Days		0.0%
Over 90 Days		0%
Refer to Note 5 - Payables		

Receivables		
	\$0.34 M	% Collected
Rates Receivable	\$0.29 M	86.9%
Trade Receivable	\$0.06 M	% Outstanding
30 to 90 Days		51.7%
Over 90 Days		1.2%
Refer to Note 3 - Receivables		

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.18 M	\$1.96 M	\$1.78 M	(\$0.19 M)
Refer to Statement of Financial Activity			

Rates Revenue		
YTD Actual	\$2.04 M	% Variance
YTD Budget	\$2.04 M	0.1%
Refer to Note 6 - Rate Revenue		

Operating Grants and Contributions		
YTD Actual	\$0.61 M	% Variance
YTD Budget	\$0.63 M	(3.9%)
Refer to Note 13 - Operating Grants and Contributions		

Fees and Charges		
YTD Actual	\$0.17 M	% Variance
YTD Budget	\$0.16 M	1.3%
Refer to Statement of Financial Activity		

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.97 M)	(\$0.85 M)	(\$0.18 M)	\$0.67 M
Refer to Statement of Financial Activity			

Proceeds on sale		
YTD Actual	\$0.00 M	%
Adopted Budget	\$0.22 M	(99.9%)
Refer to Note 7 - Disposal of Assets		

Asset Acquisition		
YTD Actual	\$0.41 M	% Spent
Adopted Budget	\$11.64 M	(96.5%)
Refer to Note 8 - Capital Acquisitions		

Capital Grants		
YTD Actual	\$0.22 M	% Received
Adopted Budget	\$10.46 M	(97.9%)
Refer to Note 8 - Capital Acquisitions		

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.30 M)	\$0.24 M	\$0.24 M	(\$0.01 M)
Refer to Statement of Financial Activity			

Borrowings	
Principal repayments	\$0.04 M
Interest expense	\$0.00 M
Principal due	\$0.40 M
Refer to Note 9 - Borrowings	

Reserves	
Reserves balance	\$0.47 M
Interest earned	\$0.00 M
Refer to Note 11 - Cash Reserves	

Lease Liability	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.01 M
Refer to Note 10 - Lease Liabilities	

This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources.	Administration and operation of facilities and services to members of council; other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services.
GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer community.	Fire prevention, animal control and safety.
HEALTH To provide services to help ensure a safer community.	Food quality, pest control and inspections.
EDUCATION AND WELFARE To meet the needs of the community in these areas.	Includes education programs, youth based activities, care of families, the aged and disabled.
HOUSING Provide housing services required by the community and for staff.	Maintenance of staff, aged and rental housing.
COMMUNITY AMENITIES Provide services required by the community.	Rubbish collection services, landfill maintenance, townsite storm water drainage control and maintenance, administration of the Town Planning Scheme and maintenance of cemeteries.
RECREATION AND CULTURE To establish and manage efficiently, infrastructure and resources which will help the social well being of the community.	Maintenance of halls, recreation centres and various reserves, operation of library, support of community events and matters relating to heritage.
TRANSPORT To provide effective and efficient transport services to the community.	Construction and maintenance of streets, roads and footpaths, cleaning and lighting of streets, roads and footpaths, traffic signs and depot maintenance.
ECONOMIC SERVICES To help promote the Shire and improve its economic wellbeing.	The regulation and provision of tourism, area promotion, building control and noxious weeds.
OTHER PROPERTY AND SERVICES To provide effective and efficient administration, works operations and plant and fleet services.	Private works operations, plant repairs and operational costs. Administration overheads.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	81,424	81,424	81,424	81,422	(2)	(0.00%)	
Revenue from operating activities								
Governance		13,899	13,899	4,628	3,697	(931)	(20.12%)	
General purpose funding - general rates	6	2,049,384	2,049,384	2,039,950	2,041,189	1,239	0.06%	
General purpose funding - other		716,091	716,091	443,773	460,232	16,459	3.71%	
Law, order and public safety		280,311	280,311	94,544	64,804	(29,740)	(31.46%)	▼
Health		820	820	272	650	378	138.97%	
Education and welfare		1,425	1,425	468	365	(103)	(22.01%)	
Housing		117,930	117,930	39,300	35,641	(3,659)	(9.31%)	
Community amenities		77,300	77,300	74,730	79,479	4,749	6.35%	
Recreation and culture		36,834	36,834	34,962	52,926	17,964	51.38%	▲
Transport		649,532	649,532	272,710	300,165	27,455	10.07%	▲
Economic services		121,215	121,215	32,690	87,183	54,493	166.70%	▲
Other property and services		62,535	62,535	20,840	13,213	(7,627)	(36.60%)	
		4,127,276	4,127,276	3,058,867	3,139,544	80,677		
Expenditure from operating activities								
Governance		(349,630)	(346,130)	(136,591)	(122,171)	14,420	10.56%	▼
General purpose funding		(82,800)	(82,800)	(27,592)	(36,386)	(8,794)	(31.87%)	
Law, order and public safety		(211,815)	(211,815)	(47,024)	(222,746)	(175,722)	(373.69%)	▲
Health		(88,061)	(88,061)	(29,454)	(25,849)	3,605	12.24%	
Education and welfare		(143,142)	(143,142)	(34,275)	(34,560)	(285)	(0.83%)	
Housing		(164,554)	(164,554)	(38,793)	(49,678)	(10,885)	(28.06%)	▲
Community amenities		(277,836)	(277,836)	(90,201)	(93,662)	(3,461)	(3.84%)	
Recreation and culture		(1,011,761)	(1,008,261)	(203,741)	(210,944)	(7,203)	(3.54%)	
Transport		(1,849,425)	(1,849,425)	(362,577)	(477,478)	(114,901)	(31.69%)	▲
Economic services		(411,575)	(418,575)	(129,220)	(132,283)	(3,063)	(2.37%)	
Other property and services		(81,247)	(81,247)	30,314	42,158	11,844	(39.07%)	
		(4,671,846)	(4,671,846)	(1,069,154)	(1,363,599)	(294,445)		
Non-cash amounts excluded from operating activities	1(a)	1,727,483	1,727,483	(25,520)	0	25,520	(100.00%)	
Amount attributable to operating activities		1,182,913	1,182,913	1,964,193	1,775,945	(188,248)		
Investing Activities								
Proceeds from non-operating grants, subsidies and contributions	14	10,460,322	10,460,322	788,819	223,877	(564,942)	(71.62%)	▼
Proceeds from disposal of assets	7	216,700	216,700	0	0	0	0.00%	
Payments for property, plant and equipment and infrastructure	8	(11,643,479)	(11,943,479)	(1,643,636)	(406,073)	1,237,563	75.29%	▼
		(966,457)	(1,266,457)	(854,817)	(182,196)	672,621		
Amount attributable to investing activities		(966,457)	(1,266,457)	(854,817)	(182,196)	672,621		
Financing Activities								
Proceeds from new debentures	9	0	300,000	300,000	280,000	(20,000)	(6.67%)	
Payments for principal portion of lease liabilities	10	(64,173)	(7,132)	(2,376)	(3,351)	(975)	(41.04%)	
Repayment of debentures	9	(165,917)	(222,958)	(55,739)	(41,107)	14,632	26.25%	▼
Transfer to reserves	11	(67,790)	(67,790)	(940)	(465)	475	50.53%	
Amount attributable to financing activities		(297,880)	2,120	240,945	235,077	(5,868)		
Closing funding surplus / (deficit)	1(c)	0	0	1,431,745	1,910,248	478,503		

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note 17 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021-22 year is \$10,000 or 10.00% whichever is the greater.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 31 OCTOBER 2021

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers 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 identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

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, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

BY NATURE OR TYPE

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Opening funding surplus / (deficit)	1(c)	\$ 81,424	\$ 81,424	\$ 81,424	\$ 81,422	\$ (2)	% (0.00%)	
Revenue from operating activities								
Rates	6	2,049,384	2,049,384	2,039,950	2,041,189	1,239	0.06%	
Operating grants, subsidies and contributions	13	1,158,825	1,158,825	634,965	609,891	(25,074)	(3.95%)	▼
Fees and charges		273,789	273,789	164,220	166,337	2,117	1.29%	
Interest earnings		23,231	23,231	10,532	8,378	(2,154)	(20.45%)	
Other revenue		544,294	544,294	183,288	313,749	130,461	71.18%	▲
Profit on disposal of assets	7	77,753	77,753	25,912	0	(25,912)	(100.00%)	▼
		4,127,276	4,127,276	3,058,867	3,139,544	80,677		
Expenditure from operating activities								
Employee costs		(1,105,864)	(1,105,864)	(383,325)	(393,351)	(10,026)	(2.62%)	
Materials and contracts		(953,332)	(956,832)	(333,340)	(577,184)	(243,844)	(73.15%)	▲
Utility charges		(88,321)	(88,321)	(29,356)	(29,962)	(606)	(2.06%)	
Depreciation on non-current assets		(1,788,251)	(1,788,251)	0	0	0	0.00%	
Interest expenses		(11,600)	(11,600)	(3,840)	(2,114)	1,726	44.95%	
Insurance expenses		(134,703)	(134,703)	(134,703)	(127,906)	6,797	5.05%	
Other expenditure		(572,790)	(569,290)	(184,198)	(233,082)	(48,884)	(26.54%)	▲
Loss on disposal of assets	7	(16,985)	(16,985)	(392)	0	392	100.00%	
		(4,671,846)	(4,671,846)	(1,069,154)	(1,363,599)	(294,445)		
Non-cash amounts excluded from operating activities	1(a)	1,727,483	1,727,483	(25,520)	0	25,520	(100.00%)	
Amount attributable to operating activities		1,182,913	1,182,913	1,964,193	1,775,945	(188,248)		
Investing activities								
Proceeds from non-operating grants, subsidies and contributions	14	10,460,322	10,460,322	788,819	223,877	(564,942)	(71.62%)	▼
Proceeds from disposal of assets	7	216,700	216,700	0	0	0	0.00%	
Payments for property, plant and equipment	8	(11,643,479)	(11,943,479)	(1,643,636)	(406,073)	1,237,563	75.29%	▼
		(966,457)	(1,266,457)	(854,817)	(182,196)	672,621		
Amount attributable to investing activities		(966,457)	(1,266,457)	(854,817)	(182,196)	672,621		
Financing Activities								
Proceeds from new debentures	9	0	300,000	300,000	280,000	(20,000)	(6.67%)	
Payments for principal portion of lease liabilities	10	(64,173)	(7,132)	(2,376)	(3,351)	(975)	(41.04%)	
Repayment of debentures	9	(165,917)	(222,958)	(55,739)	(41,107)	14,632	26.25%	▼
Transfer to reserves	11	(67,790)	(67,790)	(940)	(465)	475	50.53%	
Amount attributable to financing activities		(297,880)	2,120	240,945	235,077	(5,868)		
Closing funding surplus / (deficit)	1(c)	0	0	1,431,745	1,910,248	478,503		

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note 17 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has 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.

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

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 financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

SIGNIFICANT ACCOUNTING POLICES

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.

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 August 2021

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities					
		\$	\$	\$	\$
Adjustments to operating activities					
Less: Profit on asset disposals	7	(77,753)	(77,753)	(25,912)	0
Add: Loss on asset disposals	7	16,985	16,985	392	0
Add: Depreciation on assets		1,788,251	1,788,251	0	0
Total non-cash items excluded from operating activities		1,727,483	1,727,483	(25,520)	0

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

		Last Year Closing 30 June 2021	This Time Last Year 31 October 2020	Year to Date 31 October 2021
Adjustments to net current assets				
Less: Reserves - restricted cash	11	(471,844)	(427,012)	(472,309)
Add: Borrowings	9	165,919	121,860	124,811
Add: Provisions - employee	12	104,781	91,767	104,784
Add: Lease liabilities	10	7,393	6,336	4,042
Total adjustments to net current assets		(193,751)	(207,049)	(238,672)

(c) Net current assets used in the Statement of Financial Activity

Current assets				
Cash and cash equivalents	2	1,246,247	2,512,084	2,574,140
Rates receivables	3	33,480	321,095	285,103
Receivables	3	337,655	25,049	59,150
Other current assets	4	11,380	53,416	10,401
Less: Current liabilities				
Payables	5	(801,562)	(22,007)	(347,759)
Borrowings	9	(165,919)	(121,860)	(124,811)
Contract liabilities	12	(273,934)	(686,899)	(198,478)
Lease liabilities	10	(7,393)	(6,336)	(4,042)
Provisions	12	(104,781)	(91,767)	(104,784)
Less: Total adjustments to net current assets	1(b)	(193,751)	(207,049)	(238,672)
Closing funding surplus / (deficit)		81,422	1,775,726	1,910,248

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. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash on hand								
Cash on hand	Cash and cash equivalents	100	0	100				On Hand
At call deposits								
Municipal Fund	Cash and cash equivalents	67,683	0	67,683		NAB	0.10%	Cheque A/C
Municipal Fund	Cash and cash equivalents	1,496,759	537,289	2,034,048		NAB	0.21%	On Call
Reserve Funds	Cash and cash equivalents	0	140	140		NAB	0.21%	On Call
Term deposits								
Reserve Funds	Cash and cash equivalents	0	472,169	472,169		NAB	0.50%	August 2022
Total		1,564,542	1,009,598	2,574,140	0			
Comprising								
Cash and cash equivalents		1,564,542	1,009,598	2,574,140	0			
		1,564,542	1,009,598	2,574,140	0			

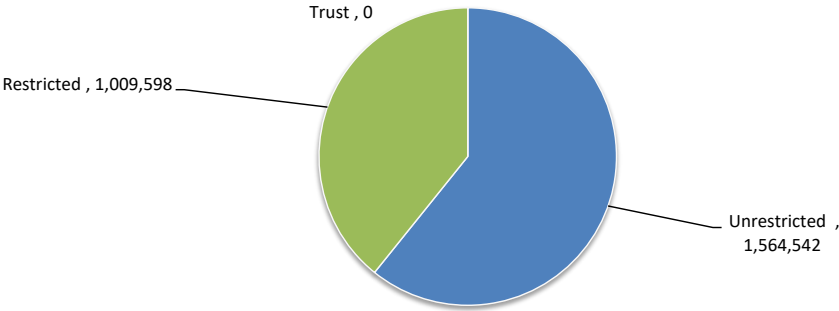
KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less 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 net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

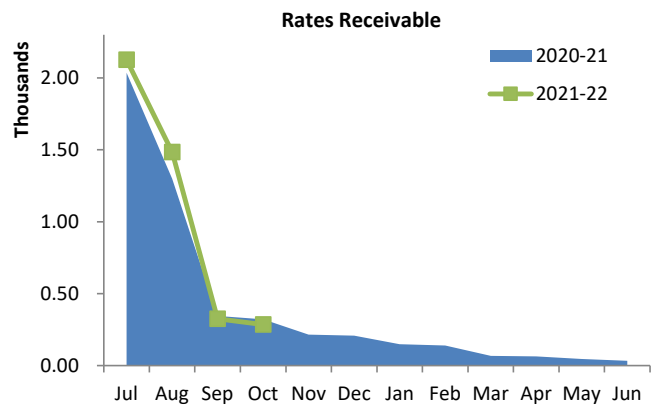
Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 Jun 2021	31 Oct 2021
	\$	\$
Opening arrears previous years	27,324	33,480
Levied this year	1,977,513	2,041,189
Levied service charges this year	94,820	104,419
Less - collections to date	(2,066,177)	(1,893,985)
Equals current outstanding	33,480	285,103
Net rates collectable	33,480	285,103
% Collected	98.4%	86.9%

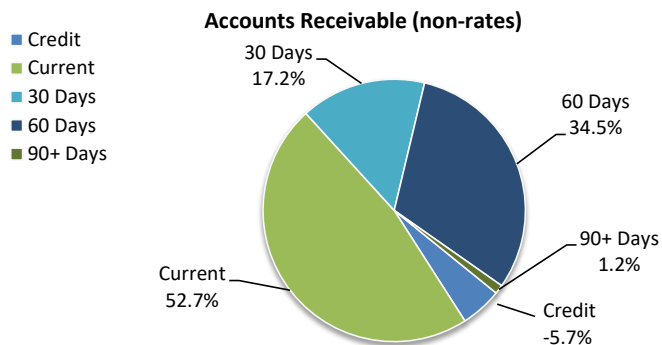


Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,496)	13,856	4,535	9,080	324	26,300
Percentage	(5.7)	52.7%	17.2%	34.5%	1.2%	
Balance per trial balance						
Sundry receivable						26,300
GST receivable						30,828
Increase in Allowance for impairment of receivables from contracts with customers						(500)
Pensioner Rebate Claimed						2,522
Total receivables general outstanding						59,150

Amounts shown above include GST (where applicable)

KEY INFORMATION

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 impairment of receivables is raised when there is objective evidence that they will not be collectible.



	Opening Balance 1 July 2021	Asset Increase	Asset Reduction	Closing Balance 31 October 2021
Other current assets	\$	\$	\$	\$
Inventory				
Fuel	3,152	6,989	(8,040)	2,101
Other current assets				
Prepayments	8,228	8,300	(8,228)	8,300
Total other current assets	11,380	15,289	(16,268)	10,401
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Inventory

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.

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	81	0	0	0	81
Percentage	0%	100%	0%	0%	0%	
Balance per trial balance						
Sundry creditors						81
ATO liabilities						24,554
Other payables						100
Receipts in advance						305,589
Other payables - bond held						17,434
Total payables general outstanding						347,758

Amounts shown above include GST (where applicable)

KEY INFORMATION

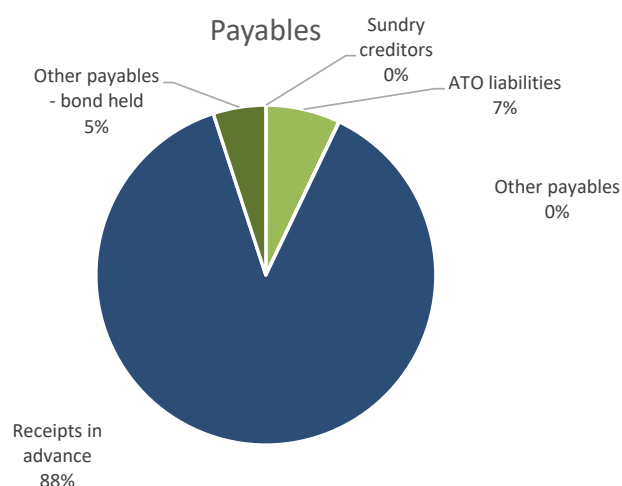
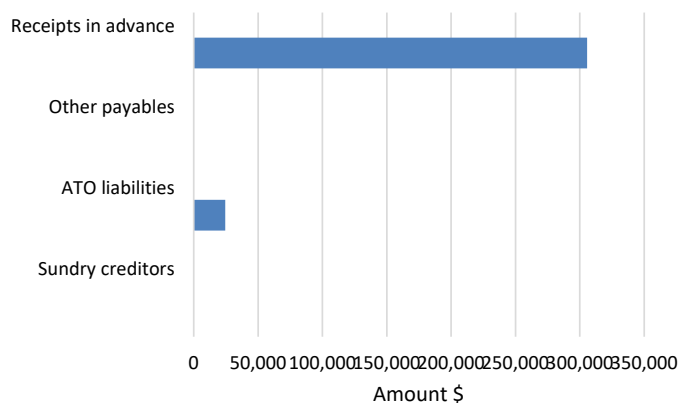
Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

Aged Payables

- Credit
- Current
- 30 Days
- 60 Days
- 90+ Days



Payables



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021

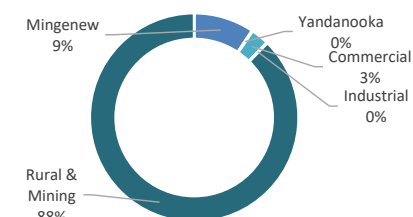
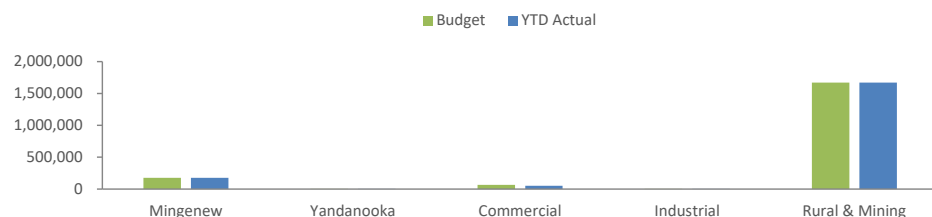
OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

General rate revenue

RATE TYPE	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
Mingenew	0.15388	129	1,153,984	177,574	0	150	177,724	177,574	797	0	178,371
Yandanooka	0.15388	2	13,884	2,136	0	0	2,136	2,136	0	0	2,136
Commercial	0.15388	14	346,632	53,339	14,000	0	67,339	53,339	0	0	53,339
Industrial	0.15388	1	12,480	1,920	0	0	1,920	1,920	0	0	1,920
Unimproved value											
Rural & Mining	0.01229	111	136,073,500	1,672,343	0	0	1,672,343	1,672,343	0	0	1,672,343
Sub-Total		257	137,600,480	1,907,312	14,000	150	1,921,462	1,907,312	797	0	1,908,109
Minimum payment	Minimum \$										
Gross rental value											
Mingenew	728	61	24,870	44,408	0	0	44,408	44,408	2,156	0	46,564
Yandanooka	728	0	0	0	0	0	0	0	0	0	0
Commercial	728	9	6,200	5,824	0	0	5,824	6,552	0	0	6,552
Industrial	728	3	2,786	2,184	0	0	2,184	2,184	0	0	2,184
Unimproved value											
Rural & Mining	1,093	34	680,657	37,162	0	0	37,162	37,162	2,503	0	39,665
Sub-total		107	714,513	89,578	0	0	89,578	90,306	4,659	0	94,965
Concession							(1,068)				(1,068)
Amount from general rates							2,009,972				2,002,006
Ex-gratia rates							39,412				39,183
Total general rates							2,049,384				2,041,189

KEY INFORMATION

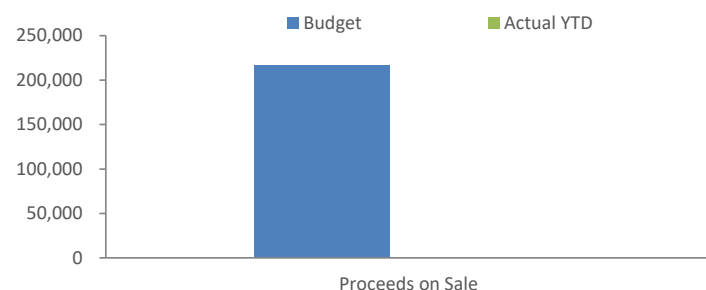
Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Adopted Budget				Amended Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Land												
	29 (Lot 184) Oliver St	0	0	0	0	0	0	0	0	0	200	0	0
	Plant and equipment												
	Law, order, public safety												
	Fast Attack Vehicle	15,799	0	0	(15,799)	15,799	0	0	(15,799)		0	0	0
	Recreation and culture												
	Ride on Mower	3,186	2,000	0	(1,186)	3,186	2,000	0	(1,186)		0	0	0
	Mower - Bowling Green	0	1,000	1,000	0	0	1,000	1,000	0		0	0	0
	Transport												
	Grader	59,600	100,000	40,400	0	59,600	100,000	40,400	0		0	0	0
	Toyota Hilux	26,032	36,400	10,368	0	26,032	36,400	10,368	0		0	0	0
	Other property and services												
	Toyota Prado	26,615	45,500	18,885	0	26,615	45,500	18,885	0		0	0	0
	Toyota RAV4	24,700	31,800	7,100	0	24,700	31,800	7,100	0		0	0	0
		155,932	216,700	77,753	(16,985)	155,932	216,700	77,753	(16,985)	0	200	0	0



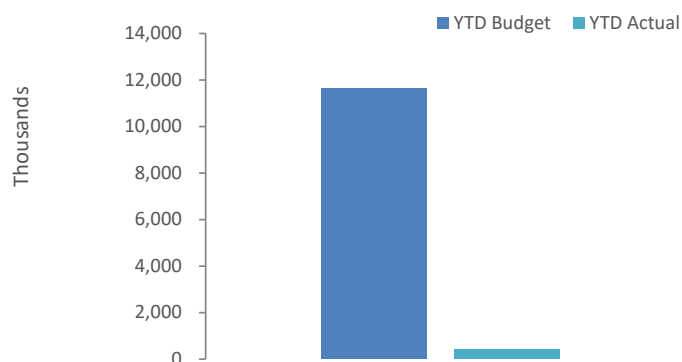
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

**INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS**

	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
Capital acquisitions	\$	\$	\$	\$	\$
Buildings - non-specialised	222,500	222,500	80,824	61,448	(19,376)
Buildings - specialised	558,500	558,500	8,500	4,211	(4,289)
Furniture and equipment	10,000	10,000	4,000	0	(4,000)
Plant and equipment	264,000	564,000	452,000	0	(452,000)
Bushfire equipment	150,000	150,000	0	0	0
Infrastructure - roads	8,258,385	8,258,385	1,046,096	290,370	(755,726)
Infrastructure - bridges	1,941,202	1,941,202	0	0	0
Infrastructure - parks & ovals	98,692	98,692	32,884	50,044	17,160
Infrastructure - other	140,200	140,200	19,332	0	(19,332)
Payments for Capital Acquisitions	11,643,479	11,943,479	1,643,636	406,073	(1,237,563)
Right of use assets	300,000	0	0	0	0
Total Capital Acquisitions	11,943,479	11,943,479	1,643,636	406,073	(1,237,563)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	10,460,322	10,460,322	788,819	223,877	(564,942)
Borrowings	0	300,000	300,000	280,000	(20,000)
Lease liabilities	300,000	0	0	0	0
Other (disposals & C/Fwd)	216,700	0	0	0	0
Contribution - operations	966,457	1,183,157	554,817	(97,804)	(652,621)
Capital funding total	11,943,479	11,943,479	1,643,636	406,073	(1,237,563)

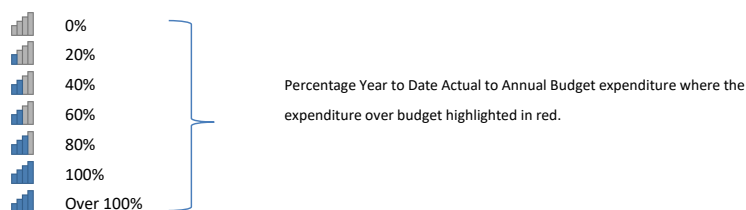
SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Capital expenditure total

Level of completion indicators

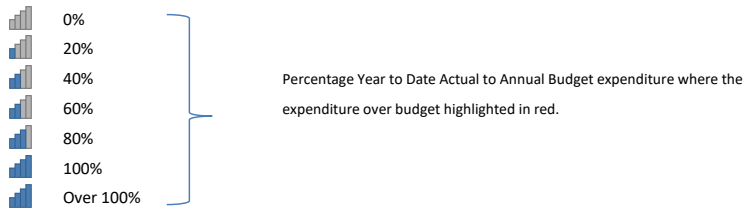


Level of completion indicator, please see table at the end of this note for further detail.

	Account Description	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Buildings - non-specialised						
BC023	23 Victoria Road (Lot 84) - Toy Library - Building (Capital)	7,000	7,000	2,332	0	(2,332)
BC076	76 Phillip Street (Lot 106) - Daycare Centre - Building (Capital)	120,000	120,000	40,000	36,525	(3,475)
BC009	23 Field Street (Lot 5) - Residence - Building (Capital)	10,000	10,000	10,000	9,481	(519)
BC121	12 Victoria Road (Lot 66) - Unit 1 (APU) - Building (Capital)	3,125	3,125	1,040	0	(1,040)
BC122	12 Victoria Road (Lot 66) - Unit 2 (APU) - Building (Capital)	3,125	3,125	1,040	0	(1,040)
BC123	12 Victoria Road (Lot 66) - Unit 3 (APU) - Building (Capital)	3,125	3,125	1,040	0	(1,040)
BC124	12 Victoria Road (Lot 66) - Unit 4 (APU) - Building (Capital)	3,125	3,125	1,040	0	(1,040)
BC047	47 Linthorne Street (Lot 114) - Depot - Building (Capital)	15,000	15,000	5,000	0	(5,000)
BC050	50 Midlands Road (Lot 73) - Post Office - Building (Capital)	10,000	10,000	3,332	9,060	5,728
BC021	21 Victoria Road (Lot 83) - Administration Office - Building (Capital)	48,000	48,000	16,000	6,382	(9,618)
Buildings - non-specialised Total		222,500	222,500	80,824	61,448	(19,376)
Buildings - specialised						
BC085	25 Victoria Road (Lot 85) - Fire Shed - Building (Capital)	300,000	300,000	0	0	0
BC030	30 Bride Street (Lot 65) - Tennis Club - Building (Capital)	50,000	50,000	0	0	0
BC098	Recreation Centre - Building (Capital)	8,500	8,500	8,500	4,211	(4,289)
BC016	16 Midlands Road - Railway Station - Building (Capital)	200,000	200,000	0	0	0
Buildings - specialised Total		558,500	558,500	8,500	4,211	(4,289)
Furniture and equipment						
FE004	MEMBERS - Furniture & Equipment - Capital	10,000	10,000	4,000	0	(4,000)
Furniture and equipment Total		10,000	10,000	4,000	0	(4,000)
Plant and equipment						
PE998	Parks & Gardens Plant & Equipment - Capital	18,000	18,000	6,000	0	(6,000)
PE108	Works Supervisor Vehicle - MI108 - Capital	46,000	46,000	46,000	0	(46,000)
PE541	Grader - MI541 - Capital	100,000	400,000	400,000	0	(400,000)
PE1	CEO Executive Vehicle - 1MI - Capital	61,000	61,000	0	0	0
PE117	FAM Executive Vehicle - MI177 - Capital	39,000	39,000	0	0	0
Plant and equipment Total		264,000	564,000	452,000	0	(452,000)
Bushfire equipment						
PE827	Light Attack Fire Vehicle - 1ECT827 - Capital	150,000	150,000	0	0	0
Bushfire equipment Total		150,000	150,000	0	0	0
Infrastructure - roads						
RC045	Phillip Street (Capital)	80,001	80,001	26,664	75,092	48,428
RC087	Parking Bay South of Midland Road (Capital)	19,999	19,999	6,664	0	(6,664)
RC999	Road Construction - Roads BUA - Council Funded (Budgeting Only)	148,068	148,068	49,348	0	(49,348)
RC000	Road Construction - Outside BUA - Gravel - Council Funded (Budgeting C	326,317	326,317	108,764	0	(108,764)
RRG080	Mingenew - Mullewa Road (RRG)	450,000	450,000	149,992	133,062	(16,930)
BS000	Road Construction Black Spot - Outside BUA - Sealed (Budgeting Only)	934,000	934,000	304,664		(222,448)
BS002	Yandanooka North East Road (BS)	0	0	0	82,216	
RFD000	Roads - Flood Damage	3,600,000	3,600,000	400,000	0	(400,000)
SF080	Mingenew - Mullewa Road (Special Funding)	2,700,000	2,700,000	0	0	0
Infrastructure - roads Total		8,258,385	8,258,385	1,046,096	290,370	(755,726)
Infrastructure - bridges						
BR000	Bridge Construction General (Budgeting Only)	1,941,202	1,941,202	0	0	0
Infrastructure - bridges Total		1,941,202	1,941,202	0	0	0

Capital expenditure total

Level of completion indicators



Level of completion indicator, please see table at the end of this note for further detail.

Account Description			Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Infrastructure - parks & ovals							
PC007	Information Bay Park - (Capital)		10,000	10,000	3,332	0	(3,332)
PC008	Little Well - (Capital)		10,000	10,000	3,332	5,415	2,083
PC010	Parks & Gardens - (Capital)		7,000	7,000	2,332	0	(2,332)
PC011	Skate Park - (Capital)		38,842	38,842	12,940	25,814	12,874
PC022	Rec Centre - Main Oval Infrastructure - (Capital)		32,850	32,850	10,948	18,815	7,867
Infrastructure - parks & ovals Total			98,692	98,692	32,884	50,044	17,160
Infrastructure - other							
OC006	Transfer Station - Infrastructure - Capital		10,000	10,000	10,000	0	(10,000)
OC002	Mingenew Hill Walk Trail - Capital		28,000	28,000	9,332	0	(9,332)
OC005	Public WiFi - Capital		15,000	15,000	0	0	0
OC008	Remote Tourism Cameras		7,200	7,200	0	0	0
OC009	Communications tower upgrade		80,000	80,000	0	0	0
Infrastructure - other Total			140,200	140,200	19,332	0	(19,332)
			11,643,479	11,943,479	1,643,636	406,073	(1,237,563)

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021

FINANCING ACTIVITIES
NOTE 9
BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2021	Actual	Budget	Amended Budget	Actual	Budget	Amended Budget	Actual	Budget	Amended Budget	Actual	Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Education and welfare														
Senior Citizens Building	137	17,001	0	0	0	5,636	17,001	17,001	11,365	0	0	244	441	441
Housing														
Triplex	133	14,222	0	0	0	3,591	14,222	14,222	10,631	0	0	155	281	281
Phillip Street	134	10,499	0	0	0	2,736	10,499	10,499	7,763	0	0	118	214	214
Moore Street	136	18,175	0	0	0	6,822	18,175	18,175	11,353	0	0	295	534	534
Field Street	142	15,007	0	0	0	3,150	15,007	15,007	11,857	0	0	136	246	246
Recreation and culture														
Pavilion Fitout	138	18,921	0	0	0	5,411	18,921	18,921	13,510	0	0	234	424	424
Transport														
Roller	139	7,017	0	0	0	1,326	7,017	7,017	5,691	0	0	57	104	104
Grader	141	22,152	0	0	0	4,605	22,152	22,152	17,547	0	0	199	361	361
Side Tipper	144	15,032	0	0	0	3,150	15,032	15,032	11,882	0	0	136	246	246
Drum Roller	145	27,893	0	0	0	4,680	27,893	27,893	23,213	0	0	203	366	366
Grader	147	0	280,000	0	300,000	0	0	57,041	280,000	0	242,959	0	0	6,849
Total		165,919	280,000	0	300,000	41,107	165,919	222,960	404,812	0	242,959	1,777	3,217	10,066
Current borrowings		165,919							124,811					
Non-current borrowings		0							280,001					
		165,919							404,812					

All debenture repayments were financed by general purpose revenue.

New borrowings 2021-22

Particulars	Amount Borrowed	Amount Borrowed Amended	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		
	Actual	Budget						Actual	Amended Budget	Balance Unspent
	\$	\$				\$	%	\$	\$	\$
Grader	280,000	300,000	WATC	Debenture	5	6,187	0.799	280,000	300,000	0
	280,000	300,000				6,187		280,000	300,000	0

KEY INFORMATION

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.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

FINANCING ACTIVITIES

NOTE 10

LEASE LIABILITIES

Movement in carrying amounts

Information on leases			New Leases			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2021	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transport														
Grader - PE541		0	0	300,000	0	0	57,041	0	0	242,959	0	0	6,849	0
Other property and services														
Photocopier	De Lage Land	7,705	0	0	0	1,099	3,187	3,187	6,606	4,518	4,518	199	705	705
IT equipment	Finrent	4,005	0	0	0	2,252	3,945	3,945	1,753	60	60	136	829	829
Total		11,710	0	300,000	0	3,351	64,173	7,132	8,359	247,537	4,578	335	8,383	1,534
Current lease liabilities		7,393							4,042					
Non-current lease liabilities		4,317							4,317					
		11,710							8,359					

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

OPERATING ACTIVITIES

NOTE 11

CASH RESERVES

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Reserves cash backed - building and land	30,301	182	182	30	0	0	0	0	0	0	30,483	30,483	30,331
Reserves cash backed - plant	194,640	1,170	1,170	192	64,958	64,958	0	0	0	0	260,768	260,768	194,832
Reserves cash backed - recreation	3,096	19	19	3	0	0	0	0	0	0	3,115	3,115	3,099
Reserves cash backed - employee entitlement	68,134	411	411	67	0	0	0	0	0	0	68,545	68,545	68,201
Reserves cash backed - aged person units	12,782	77	77	13	0	0	0	0	0	0	12,859	12,859	12,795
Reserves cash backed - environmental	19,617	118	118	19	0	0	0	0	0	0	19,735	19,735	19,636
Reserves cash backed - land development	6,978	35	35	7	0	0	0	0	0	0	7,013	7,013	6,985
Reserves cash backed - TRC/PO/NAB building	22,218	133	133	22	0	0	0	0	0	0	22,351	22,351	22,240
Reserves cash backed - insurance	23,045	139	139	23	0	0	0	0	0	0	23,184	23,184	23,068
Reserves cash backed - economic development & marketing	10,323	61	61	10	0	0	0	0	0	0	10,384	10,384	10,333
Reserves cash backed - covid-19 emergency	80,710	487	487	79	0	0	0	0	0	0	81,197	81,197	80,789
	471,844	2,832	2,832	465	64,958	64,958	0	0	0	0	539,634	539,634	472,309

KEY INFORMATION

	Note	Opening Balance 1 July 2021	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 October 2021
Other current liabilities		\$		\$	\$	\$
Other liabilities						
- Contract liabilities		273,934	0	136,908	(212,364)	198,478
Total other liabilities		273,934	0	136,908	(212,364)	198,478
Provisions						
Provision for annual leave		81,319	0	0	0	81,319
Provision for long service leave		23,465	0	0	0	23,465
Total Provisions		104,784	0	0	0	104,784
Total other current liabilities		378,718	0	136,908	(212,364)	303,262

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee benefits

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability	Increase in	Decrease in	Liability	Current	Adopted	YTD	YTD
	1 July 2021	Liability	Liability	31 Oct 2021	Liability	Budget	Budget	Revenue
	\$	\$	(As revenue)	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
Grants Commission - General	159,464	0	(159,464)	0	0	319,000	199,375	210,137
Grants Commission - Roads	184,973	0	(184,973)	0	0	370,000	231,250	228,127
Grants Commission - Bridges	146,666	0	0	146,666	146,666	0	0	0
Law, order, public safety								
DFES - LGGs Operating Grant	0	0	0	0	0	18,610	4,652	5,230
DRFA - TC Seroja	0	0	0	0	0	256,402	85,464	0
Recreation and culture								
LG Heritage Consultancy Funding Pilot Program	0	7,813	0	7,813	7,813	0	0	0
Skatepark Mural and Tourist Centre Mural	0	5,240	0	5,240	5,240	0	0	0
Transport								
MRWA - Direct Grant	0	0	0	0	0	84,310	84,310	84,310
MRWA - Street Lighting	0	0	0	0	0	2,454	816	0
Economic services								
Development Commission - Space Precinct Planning	0	0	0	0	0	83,000	20,750	72,000
	491,103	13,053	(344,437)	159,719	159,719	1,133,776	626,617	599,804
Operating contributions								
Education and welfare								
Autumn Centre Contribution	0	0	0	0	0	50	16	0
Transport								
Department of Transport - 10 Year Shared Cycle Path	0	0	0	0	0	0	0	1,500
Other property and services								
Fuel Tax Credits Grant Scheme	0	0	0	0	0	25,000	8,332	8,587
	0	0	0	0	0	25,050	8,348	10,087
TOTALS	491,103	13,053	(344,437)	159,719	159,719	1,158,826	634,965	609,891

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability (As revenue)	Liability	Current Liability	Adopted Budget Revenue	YTD Budget	YTD Revenue
	1 July 2021			31 Oct 2021	31 Oct 2021			
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
Law, order, public safety								
DFES - Fire Shed	0	0	0	0	0	300,000	0	0
DFES - Fast Attack Vehicle	0	0	0	0	0	150,000	0	0
Education and welfare								
DCP - Childcare Centre Upgrade	35,519	0	(35,519)	0	0	120,000	40,215	35,519
DCP - Toy Library - exterior works	4,900	0	0	4,900	4,900	7,000	2,117	0
Community amenities								
LRCI - Transfer Station	0	0	0	0	0	10,000	3,332	0
Recreation and culture								
FRRR - Little Well	10,000	0	(5,415)	4,585	4,585	10,000	3,333	5,415
BBR - Railway Station	0	0	0	0	0	100,000	0	0
DCP - Rec Centre Water Upgrade	19,191	0	(18,815)	376	376	32,850	10,949	18,815
DCP - Mingenew Hill Walking Trail	8,423	0	0	8,423	8,423	28,000	9,333	0
DCP - Playground & Skatepark	2,517	0	0	2,517	2,517	11,400	3,799	0
LRCI - Pump Track & Landscaping	10,267	0	(10,267)	0	0	27,442	9,147	10,267
LRCI - Tennis Pavilion upgrade	0	0	0	0	0	50,000	16,666	0
LRCI - Entry Statement	0	0	0	0	0	10,000	3,333	0
FRRR - Skatepark Mural	0	0	0	0	0	0	0	4,240
CBH - Grass Roots	0	0	0	0	0	0	0	7,273
Transport								
Regional Road Group	0	119,867	(89,152)	30,715	30,715	300,000	100,000	89,152
Roads to Recovery	0	17,041	0	17,041	17,041	2,147,288	0	0
Black Spot	52,058	0	(52,058)	(0)	(0)	577,320	192,440	52,058
LRCI - Phillip St Parking & Reseal	1,138	0	(1,138)	0	0	66,000	0	1,138
LRCI - Midlands Road Carparks	3,759	0	0	3,759	3,759	20,000	0	0
LRCI Phase 2 - Roads Resheeting	96,712	0	0	96,712	96,712	250,000	0	0
DRFA - Flood Damage	0	0	0	0	0	3,420,822	380,091	0
RRSP - Mingenew Mullewa Rd	0	0	0	0	0	2,700,000	0	0
Economic services								
DCP - Remote Tourism Cameras	4,950	0	0	4,950	4,950	7,200	2,400	0
LRCI Phase 2 - Public WIFI	10,500	0	0	10,500	10,500	80,000	0	0
DRFA - Communication tower	0	0	0	0	0	15,000	5,000	0
Other property and services								
LRCI Phase 2 - Admin Foyer/Library Upgrade	14,000	0	0	14,000	14,000	20,000	6,664	0
	273,934	136,908	(212,364)	198,478	198,478	10,460,322	788,819	223,877

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

**NOTE 15
BONDS & DEPOSITS HELD**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2021	Amount Received	Amount Paid	Closing Balance 31 Oct 2021
	\$	\$	\$	\$
Councillor Nomination Fees	0	160	(160)	0
BCITF Levy	1,655	3,235	(1,655)	3,235
BRB - BS Levy	519	1,260	(1,226)	553
Autumn Committee	974	0	0	974
Bonds - Keys, Facilities, Equipment	2,742	1,319	(1,560)	2,501
ANZAC Day Breakfast Donation	588	0	0	588
Railway Station Project	9,583	0	0	9,583
	16,061	5,974	(4,601)	17,434

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

**NOTE 16
BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget adoption		Opening surplus	\$	\$	\$	\$
2130211	CRC - Tourism information and community engagement	01100821S	Operating Expenses			(14,000)	0 (14,000)
2130240	CRC - Tourism information and community engagement	01100821S	Operating Expenses		7,000		(7,000)
2110718	CRC - Tourism information and community engagement	01100821S	Operating Expenses		3,500		(3,500)
2040252	CRC - Tourism information and community engagement	01100821S	Operating Expenses		3,500		0
2120375	Purchase grader from loan instead of lease	11180821	Operating Expenses		6,849		6,849
4120386	Purchase grader from loan instead of lease	11180821	Capital Expenses		57,041		63,890
5120355	Purchase grader from loan instead of lease	11180821	Capital Revenue		300,000		363,890
2120374	Purchase grader from loan instead of lease	11180821	Operating Expenses			(6,849)	357,041
4120387	Purchase grader from loan instead of lease	11180821	Capital Expenses			(57,041)	300,000
PE541	Purchase grader from loan instead of lease	11180821	Capital Expenses			(300,000)	0
				0	377,890	(377,890)	0

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2021**

**NOTE 17
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2021-22 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
Revenue from operating activities	\$	%				
Law, order and public safety	(29,740)	(31.46%)	▼ Insurance funds received in advance transferred as expenditure progresses - \$54,500		Anticipated part payment from DRFAWA funding - \$85,500	
Recreation and culture	17,964	51.38%	▲	Refund for overcharge of water - \$14,700 Refund of advertising costs from MMWE - \$3,725		
Transport	27,455	10.07%	▲ More revenue for Dept of Transport transactions - \$44,200		Anticipated disposal of asset - \$16,920	
Economic services	54,493	166.70%	▲ Operating grant for Space Precinct received in full, work not yet completed - \$51,250	Reimbursed for additional works at the unmanned fuel site - \$3,700		
Expenditure from operating activities						
Governance	14,420	10.56%	▼ Members training & development less spent than budgeted - \$3,000 Admin allocations under budget - \$6,100 Anticipated the final instalment for the risk co-ordinator to be paid - \$2,900 Anticipated more legal expenses - \$2,500			
Law, order and public safety	(175,722)	(373.69%)	▲		TC Seroja repairs are progressing more than budgeted - \$174,500 (to be refunded by DRFAWA and insurance)	
Housing	(10,885)	(28.06%)	▲		Additional maintenance completed than budgeted - \$10,760	
Transport	(114,901)	(31.69%)	▲ Anticipated new loan interest repayment - \$2,300		More road maintenance than budgeted while waiting for capital projects to commence - \$73,400 More DOT expenditure than budgeted - \$42,700	
Investing activities						
Proceeds from non-operating grants, subsidies and contributions	(564,942)	(71.62%)	▼		Anticipated non-operating road grants to be received less than budgeted due to work not yet commenced and other funds sitting in Contract Liabilities waiting for works to progress before transferring	
Payments for property, plant and equipment and infrastructure	1,237,563	75.29%	▼ Completed less capital works than budgeted for - see Note 8		Completed more capital works than budgeted for - see Note 8	
Financing activities						
Repayment of debentures	14,632	26.25%	▼ Anticipated new loan principal repayment - \$14,600			

SHIRE OF MINGENEW
List of Payments - 1 October 2021 to 31 October 2021

Cheque /EFT No	Date	Name	Invoice Description	Amount
MERCHOCT21	29/10/2021	NAB	NAB Merchant Fee - October 2021	\$328
NABOCT21	29/10/2021	NAB	NAB Connect Fee - October 2021	\$49
FEEOCT21	29/10/2021	NAB	NAB Account Fee October 2021	\$50
ITOCT21	27/10/2021	FINRENT PTY LTD	IT Equipment Lease - October 2021	\$657
PRINT1021	07/10/2021	DE LAGE LANDEN	Copier Lease - October 2021	\$357
MERCH1021	01/10/2021	NAB	NAB Merchant Fee - October 2021	\$290
BPAY1021	29/10/2021	NAB	NAB BPay Fee - October 2021	\$13
FEES1021	29/10/2021	NAB	NAB Account Fee October 2021	\$18
B1300OCT21	14/10/2021	BUSINESS 1300	Live Answering Services - October 2021	\$101
				\$1,863

EFT14879	08/10/2021	Five Star Business & Communications	Kyocera billing for September 2021	\$255
EFT14880	08/10/2021	Australian Taxation Office	BAS August 2021	\$14,114
EFT14881	08/10/2021	AUSTRALIA POST	Postage for September 2021	\$289
EFT14882	08/10/2021	AMPAC	Debt recovery services for the month of September	\$2,300
EFT14883	08/10/2021	ATOM SUPPLY	Gloves and sunscreen for parks and gardens team	\$661
EFT14884	08/10/2021	BUNNINGS Group Limited	1 x Fiskars 4 prong Xact weed puller	\$129
EFT14885	08/10/2021	BOC GASES	Depot gas container service for period 29/08/2021 to	\$48
EFT14886	08/10/2021	Bedrock Electrical Services	CHM049: Attend Kupsch house to investigate low voltage and power issues	\$237
EFT14887	08/10/2021	BREEZE CONNECT PTY LTD	Phone services September 2021	\$260
EFT14888	08/10/2021	THE BLOCK MAKERS	2 pallets (42) 500x350x240 bevelled edged limestone blocks plus pallet hire for Cecil Newton Park	\$575
EFT14889	08/10/2021	BUILDING BASE	Repairs to Shire Office building at 21 Victoria Street due to damage sustained in TC Seroja	\$50,369
EFT14890	08/10/2021	Toll Transport Pty Ltd	Freight on compact Honda 5.5hp petrol - minor asset	\$96
EFT14891	08/10/2021	COATES HIRE OPERATIONS PTY LTD	Hire of road saw as per hire schedule 8422579	\$379
EFT14892	08/10/2021	CONTI HOMES	Remove and replace damaged roof sheets at Mingenew Museum Storage Shed, damage caused by TC Seroja	\$5,522
EFT14893	08/10/2021	LANDGATE	Mining Tenements Chargable Schedule No. M2021/4 dated 07/08/2021 to 02/09/2021	\$41
EFT14894	08/10/2021	Department Of Fire And Emergency Services	2021/22 ESL in accordance with the Fire & Emergency Services Act 1998 Part 6A	\$2,464
EFT14895	08/10/2021	ELGAS LTD	Annual Gas Bottle Service Charge: 3 x 45.0 Kg LPG	\$142
EFT14896	08/10/2021	GREENFIELD TECHNICAL SERVICES	Consultancy for Commodity Routes Fund - 2022/23 Application, Yandanooka North-East Road	\$3,300
EFT14897	08/10/2021	GHD PTY LTD	Yandanooka NE Road Intersection - Project inception and manage tender process	\$5,344
EFT14898	08/10/2021	AIDAN GARNETT	Skate park workshops and Urban Art	\$4,240
EFT14899	08/10/2021	IRWIN PLUMBING SERVICES	Supply and install a new 12 metre leech drain at old post office building and other plumbing services	\$47,562
EFT14900	08/10/2021	INFINITUM TECHNOLOGIES	Managed IT Services - October 2021	\$5,213
EFT14901	08/10/2021	LATERAL ASPECT	Service Fee September 2021	\$4,583
EFT14902	08/10/2021	ML COMMUNICATIONS	Fix television services at 1/45 King Street and 13 Moore Street, including new satellite receivers	\$1,605
EFT14903	08/10/2021	MINGENEW PAINTING GROUP	Donation of \$100 towards Mingenew Painting Group art prizes in 2021	\$100

EFT14904	08/10/2021	MINGENEW COMMUNITY RESOURCE CENTRE	Contribution to Mingenew CRC for 2021 Tourist Season as per EOI proposal and Council decision	\$15,400
EFT14905	08/10/2021	Shire Of Morawa	Hire of street sweeper for 8.5 hours on 9 August and 4 hours on 10 August 2021	\$2,188
EFT14906	08/10/2021	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	Pre-placement Medical (D&A screen) - staff	\$245
EFT14907	08/10/2021	MINGENEW SPRING CARAVAN PARK	Accommodation and camp sites for Stargazing night	\$338
EFT14908	08/10/2021	MARKETFORCE	Local Government tenders in The West Australian on 1 September 2021	\$722
EFT14909	08/10/2021	MINGENEW BAKERY	Catering for Council meeting 15 September 2021	\$93
EFT14910	08/10/2021	MINGENEW IGA X-PRESS & LIQUOR	Mingenew IGA account for September 2021	\$314
EFT14911	08/10/2021	MITCHELL & BROWN COMMUNICATIONS	Council Chambers data cabling, from projector to screen and from projector to comms rack	\$395
EFT14912	08/10/2021	Mach 1 Auto One	Trailer ball mount, chrome tow ball and jockey wheel and swivel for Box Trailer (MI 3183)	\$278
EFT14913	08/10/2021	Mills' Mechanical Repairs & Service	Transport of 40 foot shipping container from Afgri Carnamah to Mingenew Tennis club	\$946
EFT14914	08/10/2021	MINGENEW TYRE SERVICES PTY LTD	Supply and fit 2 new steer tyres to 2011 Caterpillar CT610A On-Highway Truck	\$2,349
EFT14915	08/10/2021	MINGENEW ROADHOUSE	Grazing Platter and fifteen meals for Stargazing event	\$433
EFT14916	08/10/2021	Ocean Air	Supply and install 2x 2.5kw Reverse Cycle Wall Mounted Split System air cons to 15 Field Street	\$4,850
EFT14917	08/10/2021	ONEMUSIC AUSTRALIA	Music licence for 1 October 2021-31 December 2021	\$88
EFT14918	08/10/2021	OILTECH FUEL	Fuel usage for 15 September to 28 September 2021	\$5,689
EFT14919	08/10/2021	PEST A KILL WA	BM100 Enanty Barn: Exterra Ninth Year Renewal 10 October 2021 to 10 October 2022	\$1,636
EFT14920	08/10/2021	PEMCO DIESEL PTY LTD	Service Toyota Landcruiser - Light Attack Fire Unit - 1ECT827 and replace siren and other services	\$5,923
EFT14921	08/10/2021	PROTECTOR FIRE SERVICES	Replace unserviceable fire equipment under warranty at Rec Centre and 50 Midlands Road	\$839
EFT14922	08/10/2021	Sm & Jc Rowe	Supply 700m3 of gravel for Coalseam Reserve North Road Maintenance	\$1,155
EFT14923	08/10/2021	NUTRIEN AG SOLUTIONS LIMITED	Uragan chemical for parks and gardens team	\$576
EFT14924	08/10/2021	SEEK LIMITED	Employment Vacancies - Payroll/Finance Officer and Administration Officer, Seek - Classic Ad	\$585
EFT14925	08/10/2021	Telstra Corporation	Telstra Mobile and Mobile Enhanced SMS to 26	\$320
EFT14926	08/10/2021	Total Toilets	Hire of trailer mounted toilet for stargazing event at	\$198
EFT14927	08/10/2021	VELPIC	Velpic Monthly SAAS Fee for September 2021	\$530
EFT14928	08/10/2021	WALGA	WALGA Local Government Convention 2021 - Councillor Registrations, Nils Hay, Cr Cosgrove, Cr McTaggart, Cr Smyth, Cr Bagley	\$6,130
EFT14929	08/10/2021	WA CONTRACT RANGER SERVICES PTY LTD	Ranger Services in September 2021, three two-hour	\$561
EFT14930	22/10/2021	Five Star Business & Communications	Printer usage October 2021	\$257
EFT14931	22/10/2021	ATOM SUPPLY	Grease guns, gloves, tyre inflator	\$439
EFT14932	22/10/2021	BUNNINGS Group Limited	30m x 19mm garden hose, potting mix, watering cans,	\$124
EFT14933	22/10/2021	CLEANAWAY	Transfer Station management fees - September 2021	\$9,631
EFT14934	22/10/2021	CORSIGN WA	Signs - Road & Rural Street Address	\$132
EFT14935	22/10/2021	Central West Concrete	Concrete parking bays	\$24,534
EFT14936	22/10/2021	LANDGATE	SLIP Annual Subscription & Licence Management Fee	\$2,709
EFT14937	22/10/2021	Department of Mines, Industry Regulation & Safety	BSL Remittance - September 2021	\$113
EFT14938	22/10/2021	DONGARA FENCING	Replacement of fence in King Street cul-de-sac	\$10,712
EFT14939	22/10/2021	ELDERS LIMITED	10 bags of cement	\$113
EFT14940	22/10/2021	G H COUNTRY COURIER	Silverchain Freight Costs	\$249
EFT14941	22/10/2021	GREENFIELD TECHNICAL SERVICES	Design of Pedestrian Crossing of Rail Line In	\$7,535

EFT14942	22/10/2021	HOPPYS PARTS R US	Belts for Mower	\$57	
EFT14943	22/10/2021	HI CONSTRUCTIONS (Aust) PTY LTD	Corrograted roofing sheets and timber replacement to	\$15,038	
EFT14944	22/10/2021	FLICK ANTICIMEX PTY LTD	Annual supply of Sanitary Disposal Units x 11	\$3,113	
EFT14945	22/10/2021	IRWIN PLUMBING SERVICES	Installation of temporary site toilet at tennis club per	\$3,155	
EFT14946	22/10/2021	LANDWEST PLANNING CONSULTANTS	Management and planning for proposed Road Reserve over Lot 64 on Plan 4423 Mingenew-Morawa Road,	\$2,200	
EFT14947	22/10/2021	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	LG Professionals WA Annual Conference & Dinner - Nils Hay and Erin Greaves	\$2,460	
EFT14948	22/10/2021	LGRCEU	Payroll deductions	\$21	
EFT14949	22/10/2021	SHIRE OF MINGENEW	Payroll deductions	\$60	
EFT14950	22/10/2021	MINGENEW COMMUNITY RESOURCE CENTRE	Community Event Grant - Halloween Disco 2021	\$220	
EFT14951	22/10/2021	LGIS	2nd instalment Property Insurance	\$54,310	
EFT14952	22/10/2021	Moora Toyota	Service of MI177 Rav4	\$252	
EFT14953	22/10/2021	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	Visiting Doctor Fees - September 2021	\$3,750	
EFT14954	22/10/2021	MITCHELL & BROWN COMMUNICATIONS	Access control solution for Shire Administration building at 21 Victoria Road	\$14,465	
EFT14955	22/10/2021	COUNCILLOR	Travel Expense Claim - WALGA Conference	\$707	
EFT14956	22/10/2021	MINGENEW TYRE SERVICES PTY LTD	Repair wheel bearing and supply second hand tyre	\$165	
EFT14957	22/10/2021	OILTECH FUEL	Fuel usage 29/09/2021 to 12/10/2021	\$4,064	
EFT14958	22/10/2021	GAVIN FRANCIS PEARSE	Refund of Nomination Fee	\$80	
EFT14959	22/10/2021	PEMCO DIESEL PTY LTD	Replace pulley and belts P0623	\$1,745	
EFT14960	22/10/2021	NUTRIEN AG SOLUTIONS LIMITED	1 x camlock fitting	\$29	
EFT14961	22/10/2021	Anthony Smyth	Refund of Nomination Fee	\$80	
EFT14962	22/10/2021	SMYTH AGRI SERVICES	3 metres of 80mm suction hose	\$149	
EFT14963	22/10/2021	Telstra Corporation	Telstra phone bill	\$406	
EFT14964	22/10/2021	WALGA	Advertising	\$671	
EFT14965	22/10/2021	WILDFLOWER COUNTRY INC.	Annual membership 2021/22	\$4,950	
EFT14966	22/10/2021	PETER ROBIN WOOD	Reimbursement for purchase of Mower Trailer MI3484	\$4,540	\$375,844

DD9746.1	10/10/2021	Aware Super	Payroll deductions	\$3,553	
DD9746.2	10/10/2021	Australian Super	Superannuation contributions	\$1,778	
DD9746.3	10/10/2021	Ioof Portfolio Service Superannuation Fund	Superannuation contributions	\$471	
DD9746.4	10/10/2021	Sun Super	Superannuation contributions	\$1,289	
DD9746.5	10/10/2021	AMP SUPER FUND	Superannuation contributions	\$229	
DD9746.6	10/10/2021	REST Super Fund	Superannuation contributions	\$81	
DD9746.7	10/10/2021	Host Plus Superannuation Fund	Superannuation contributions	\$251	
DD9748.1	19/10/2021	WATER CORPORATION	Various water charges to 6/10/21 and service charges from 1/9/21 to 31/10/21	\$5,863	
DD9748.2	19/10/2021	Australian Taxation Office	BAS - September 2021	\$28,227	
DD9753.1	25/10/2021	SYNERGY	Various Electricity accounts for the period 24/8/21 to	\$3,080	
DD9755.1	24/10/2021	Aware Super	Payroll deductions	\$3,780	
DD9755.2	24/10/2021	Ioof Portfolio Service Superannuation Fund	Superannuation contributions	\$300	
DD9755.3	24/10/2021	Sun Super	Superannuation contributions	\$1,146	
DD9755.4	24/10/2021	Australian Super	Payroll deductions	\$1,252	
DD9755.5	24/10/2021	AMP SUPER FUND	Superannuation contributions	\$230	
DD9755.6	24/10/2021	Host Plus Superannuation Fund	Superannuation contributions	\$240	

DD9758.1	21/10/2021	BP Australia Pty Ltd	Fuel Usage September 2021	\$260	
DD9760.1	19/10/2021	Department of Mines, Industry Regulation & Safety	Bond - W Wicker	\$16	\$52,046
DOT011021	05/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 01/10/2021	\$7,812	
DOT051021	07/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 05/10/2021	\$24,529	
DOT061021	08/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 06/10/2021	\$725	
DOT081021	12/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 08/10/2021	\$2,564	
DOT111021	13/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 11/10/2021	\$3,397	
DOT121021	14/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 14/10/2021	\$1,657	
DOT131021	15/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 13/10/2021	\$938	
DOT141021	18/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 14/10/2021	\$10,797	
DOT151021	19/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 15/10/2021	\$663	
DOT181021	20/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions 18/10/2021	\$44	
DOT191021	21/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions 19/10/2021	\$30,699	
DOT201021	22/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transaction 20/10/2021	\$798	
DOT211021	25/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transaction 21/10/2021	\$1,880	
DOT221021	26/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transaction 22/10/2021	\$1,732	
DOT251021	27/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transaction 25/10/2021	\$1,173	
DOT261021	28/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transaction 26/10/2021	\$8,436	
DOT271021	29/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions - 27/10/2021	\$30	
DOT300921	04/10/2021	DEPARTMENT OF TRANSPORT	DOT Licensing Transactions: 30/09/2021	\$3,360	\$101,232
Net Salaries				\$78,879	
REPORT TOTALS					\$609,863



COUNCIL POLICY

1.3.1

Finance

Title:	1.3.1 PURCHASING POLICY
Adopted:	20 April 2020
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8 Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4 State Records Act 2000
Associated Documentation:	Shire of Mingenew Delegations Register Shire of Mingenew Code of Conduct
Review Responsibility:	Governance Officer Finance and Administration Manager
Delegation:	Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template (as at Feb 2021) with some modifications

Last Adopted: April 2021

POLICY STATEMENT

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;
- Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;

- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority. If no relevant local supplier is available, then a relevant WALGA PSA may be used.

Priority 3:	<p>Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise. <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p>
Priority 4:	<p>Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt <i>[F&G Reg.11(2)]</i> arrangement may be used.</p>
Priority 5:	<p>Other Tender Exempt arrangement <i>[F&G Reg. 11(2)]</i> Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6:	<p><u>Other Suppliers</u> Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p>

Purchasing Practice Purchasing Value Thresholds

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Up to \$5,000 (<i>ex GST</i>)	Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$5,001 and up to \$50,000 (<i>ex GST</i>)	Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of one (2) written quotations are to be obtained. The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price. The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$50,001 and up to \$100,000 (<i>ex GST</i>)	Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$100,001 and up to \$250,000 (<i>ex GST</i>)	Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Over \$250,000 (<i>ex GST</i>)	Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
	<p>invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire Policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>Within Budget</i>)</p> <p>Refer to Clause 1.4.3</p>	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>No budget allocation available</i>)</p> <p>Refer for Clause 1.4.3</p>	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
<p>LGIS Services</p>	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Section 9.58(6)(b) Local Government Act	Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;

- d) Subject to a creative element; or
- e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations;
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and
- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).



COUNCIL POLICY Finance

1.3.2

Title:	1.3.2 ASSET MANAGEMENT
Adopted:	21 March 2018
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 Local Government (Financial Management) Regulations 1996 Government of WA, Department of Local Government, Sport and Cultural Industries,
Associated Documents:	Department of Local Government, Sport and Cultural Industries - Integrated Planning and Reporting, Asset Management Guidelines September 2016. Strategic Community Plan 2019 - 2029 Corporate Business Plan 2019-2023 Long Term Financial Plan to 2012 - 2022 Asset Management Plan 2019 - 2034 Disability and Access Inclusion Plan
Review Responsibility:	Finance & Administration Manager
Delegation:	

Previous Policy Number/s 3011

Objective:

To outline the Shires commitment to sustainable management of Shires assets and its commitment in delivering service levels.

Policy Statement:

The Shire of Mingenew delivers a variety of services to the community and in doing so, must ensure that the assets supporting these services are:

- Managed in a way that promotes maximum performance for the most cost-effective 'Life Cycle' cost;
- Meeting community expectations of time, quality, and value for money.

Achieving this objective in an affordable and sustainable manner requires strategic and long-term approach to asset planning and management. The Shire aims to deliver this through:

- Agreed levels of service that are cost effective and relevant;
- The adoption of a continuous improvement approach to asset management;
- Community and key stakeholder consultation in regard to expected levels of service; and
- Endeavouring to achieve Asset Ratio benchmarks as set by the Department of Local Government, Sport and Cultural Industries.

1.3.2 ASSET MANAGEMENT PROCEDURE

Relevant Council Policy

1.3.2 Asset Management

Adoption Date: 16 March 2018

Appendix:

Relevant CEO Directive

N/A

Review: Annual – 15 December 2021

Objective:

To outline processes and procedures associated with the Shires assets delivering of service levels.

Legislation:

- a) Local Government Act 1995 (WA), Section 5.56(1) and (2) stipulates that the local government is to plan for the future of the district and ensure that such plans are carried out in accordance with any regulations made about planning for the future of the district.
- b) WA Local Government (Administration) Regulations 1996 specify that matters relating to resources, such as asset management, must be developed and integrated into the districts corporate business plan.
- c) Local Government Financial Management Regulations 1996 state that Efficient systems and procedures are to be established by the CEO of a local government... to ensure proper accounting for municipal or trust - ...iii) assets and liabilities;

Definitions:

Asset	A physical item which has value and enables services to be provided and has an economic life of greater than 12 months. Items considered assets include Plant, Equipment, Property, Buildings, Facilities, Commercial Investments, Natural and Heritage items owned or controlled by Council.
Asset Management Plan	A plan developed for the management of an infrastructure asset or asset category that combines multi-disciplinary management techniques (including technical and financial) over the lifecycle of the asset.
Life Cycle	The cycle of activities that an asset goes through while it retains an identity as a separately identifiable asset.
Life Cycle Cost	The total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance, and renewal and disposal costs.
Agreed Level of Service	The defined service quality for a particular service against which service performance can be measured, agreed upon by both community and Shire.
Asset Register	A record of asset information considered worthy of separate identification including inventory, historical, financial, condition, construction, technical and financial information about each.



Responsibilities

Councillors

- Adopt the Asset Management Policy
- Adopt the Asset Management Strategy
- Adopt the Asset Management Plans
- Support the use of asset management planning throughout the organisation
- Make decisions regarding assets in accordance with the Asset Management Policy, Strategy and Plans.

Chief Executive Officer

- Develop and maintain the Asset Management Policy
- Develop and maintain the Asset Management Strategy
- Develop and maintain the Asset Management Plans
- Ensure alignment between the Asset Management Policy, Strategy and Plans and other policies and processes in the organisation
- Ensure compliance with legislative requirements
- Ensure assets are managed in accordance with Asset Management Policy, Strategy and Plans
- Support the use of asset management planning throughout the organisation
- Facilitate best practice asset management

Procedures:

As part of the Shire's consideration of asset management, the following key steps will be undertaken:

- a) Ensuring assets are accounted for in accordance with the Local Government (Financial Management) Regulations 1996.
- b) Develop and maintain an infrastructure, property and plant asset management strategy and plan, ensuring results inform the Shire's Long Term Financial Plan (LTFP), Corporate Business Plan and align with the Shire's Strategic Plan.
- c) The Asset Register is to be reviewed in accordance with 17A(4) of Local Government (Financial Management) Regulations 1996.
- d) Reporting to the Department on the asset consumption ratio, asset renewal funding ratio and asset sustainability ratio will be done in accordance with Regulation 50 of the Local Government (Financial Management) Regulations 1996 and will be included with the other 4 required ratios as part of the Annual Financial Report.
- e) As part of a continuous improvement process, the Shire will continually monitor, audit and review its asset register to ensure it is responsive to service delivery needs and it meets the goals and targets set by Council.
- f) Asset renewals will be prioritised and implemented progressively based on agreed service levels and the effectiveness of the current assets to provide that level of service.

- g) Asset renewals required to meet agreed service levels and identified in infrastructure and asset management plans and long-term financial plans, will be reflected in the annual budget estimates.
 - h) Decisions regarding asset operations and maintenance, renewal, disposal and acquisitions will be based on the "life cycle" cost and take into consideration the levels of service and affordability.
 - i) Continually seek opportunities for multiple uses of assets.
 - j) Prior to consideration of any major works for renewal or improvement to an asset, undertake a critical review of the need for that asset.
 - k) Ensure assets are managed in accordance with the Asset Management Policy, Strategy and Plans.
 - l) Where appropriate, involve and consult with the community and key stakeholders on determining levels of service. Annual budget estimates will fully reflect the cost to deliver the agreed service levels.
- Providing asset management training to ensure our staff have the necessary skills and knowledge.



COUNCIL POLICY

Finance

1.3.3

Title:	1.3.3 INVESTMENT OF SURPLUS FUNDS
Adopted:	21 March 2018
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 (s.14) Banking Act 1995, The Trustees Act 1962 (s18) Local Government (Financial Management) Regulations 1996 (r19, 19C, r28 and r49)
Associated Documents:	Code of Conduct
Review Responsibility:	Finance and Administration Manager
Delegation:	Chief Executive Officer

Previous Policy Number/s 3002

Objective:

To ensure that there are effective and accountable systems in place to safeguard the Shire's financial resources whilst taking advantage of the interest earning potential from its surplus funds.

Policy Statement:

To satisfy its fiduciary duty under the Local Government Act 1995 the Shire is committed to the development of proper systems to authorise, verify and record the investment of surplus monies into appropriate financial institutions. The Shire will also ensure that there are effective and accountable systems in place to:

- a) Safeguard the Shire's financial resources;
- b) Satisfy all legislative requirements, in particular those provided by The Local Government (Financial Management) Regulations 1996 and The Trustees Act 1962.
- c) Take advantage of the interest earning potential of its surplus funds while reducing its exposure to risk and ensuring sufficient funds are kept available to meet cash requirements and preserve capital investment.

The application of this policy is to be in conjunction with the Shire of Mingenew Code of Conduct.

1.3.3 INVESTMENT OF SURPLUS FUNDS MANAGEMENT PROCEDURE

Relevant Council Policy

1.3.3 Investment

Approval Date: 16 March 2018

Appendix-

Relevant CEO Directive

N/A

Review Date: Annual – 15 December 2021

Objective:

To ensure that there are effective and accountable systems in place to safeguard the Shire's financial resources whilst taking advantage of the interest earning potential from its surplus funds.

Legislation:

- a) Section 6.14(1) of the Local Government Act 1995 provides that "Money held in the municipal fund or the trust fund of a local government that is not, for the time being, required by the local government for any other purpose may be invested as trust funds may be invested under the Trustees Act 1962 Part III".
- b) Regulation 19 of the Local Government (Financial Management) Regulations 1996 (FMR) requires a local government to establish and document internal control procedures to be followed by employees to ensure control over investments.
- c) Regulation 19C provides that a local government can only invest money:
 - I. With an authorised deposit taking institution or the WATC –
 - II. For a fixed term of no more than 3 years–
 - III. In bonds guaranteed by the Commonwealth, State or Territory governments –
 - IV. In bonds for a term on no more than 3 years –
 - V. In Australian currency but not in foreign currency •
- d) Regulations 28 and 49 of the FMR prescribe the disclosure requirements for investments in the annual budget and annual financial report.
- e) Local governments when investing are to follow the provisions under the Trustees Act 1962 and exercise the care, diligence and skill of a "Prudent Person" (s 18).

Procedures:

1. Principles and Ethics

- a) Whilst exercising the power to invest, consideration is to be given to the preservation of capital, liquidity and the return on investment.
- b) Preservation of capital is the principal objective of the investment portfolio. Investments are to be performed in a manner that seeks to ensure security and safeguarding the investment portfolio. This includes management of credit and interest risk within identified thresholds and parameters.
- c) The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash-flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment.

- d) The investment will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolio to safeguard the portfolio in accordance with the spirit of this Investment Policy and not for speculative purposes.
- e) Officers shall refrain from personal activities that would conflict with the proper executive and the management of the Shire's Investment portfolio. Officers are required to disclose any conflict of interest to the CEO.

2. Investments

2.1 Approved Investments

- a) Without approval from Council, investments are limited to:
 - I. State/Commonwealth Government Bonds with a term of maturity not exceeding three years;
 - II. Fixed term deposits placed with an authorised institution* for a term not exceeding 3 years; and
 - III. Interest-bearing deposits placed with an authorised institution*. (*Authorised Institution as defined in the Bank Act 1959 (Commonwealth) section 5.

2.2 Prohibited Investments

- a) Any investment carried out for speculative purposes is prohibited
- b) The use of leveraging (borrowing to invest) of an investment is prohibited.
- c) In accordance with the Local Government (Financial Management) Regulations 1996, Reg 19C, the following is also prohibited:
 - I. Deposits with any institution other than an authorised institution*;
 - II. Deposits for a fixed term of more than 3 years;
 - III. Investment in bonds that are not guaranteed by the Commonwealth Government, or a State or Territory government;
 - IV. Investment in bonds with a term to maturity of more than three years; and
 - V. Investment in a foreign currency.

*Authorised Institution as defined in the Bank Act 1959 (Commonwealth) section

2.3 Quotations

Not less than three quotations shall be obtained from authorised institutions when an investment is proposed. The best quotation will be accepted after allowing for banking, administrative and transactional costs as well as limitations set for each borrower.

3. Risk Management

3.1 Risk Management Controls

- a) Risk Management Controls include:-
 - I. Authority to invest;
 - II. Development of investment control frameworks- portfolio credit framework, counterparty credit framework and term to maturity framework;
 - III. Documented investment procedures;
 - IV. Investment Register;
 - V. Monthly statements from counterparties;

- VI. Monthly bank reconciliations for each account;
- VII. Fraud- 2 signatories required to authorise investment as per CD1/CEOD1 Apply money from the Municipal Account delegation.
- VIII. Monthly report to Council

3.2 Investment Control Frameworks-

Investments are to be made in accordance with the following frameworks:

- a) **Portfolio Credit Framework** – limits overall credit exposure of the portfolio.
The following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %
AAA	A-1+	100%
AA	A-1	100%
A	A-2	60%

- b) **Counterparty Credit Framework** - limits exposure to individual counterparties/institutions.

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %
AAA	A-1+	45%
AA	A-1	35%
A	A-2	20%

- c) **Term to Maturity Framework** - limits based upon maturity of securities.

Overall Portfolio Term to Maturity Limits	
Portfolio % < 1 year	100% Max. And 40% Min.
Portfolio % 1- 3 years	60%

3.3 Investment Advisor

- a) It may be appropriate to seek external advice from an investment advisor and if so this person must be:
 - I. An independent person who has no conflict of interest in relation to investment products recommended,
 - II. Approved by Council, and
 - III. Licensed by the Australian Securities and Investment Commission.



4. Liquidity

In determining how much liquidity is "sufficient", management will give regard to:

- a) Historical seasonality in the Shire's cash flow;
- b) Known or projected major capital expenditure;
- c) Holding contingency reserves adequate to cover a major unexpected short-term demand on the Shire.

5. Separate and Common Accounts

- a) Separate accounts must be established for the following purposes: —
 - Money required to be held in the municipal fund;
 - Money required to be held in the trust fund; and
 - Money required to be held in reserve accounts.
- b) Money from different accounts may be placed in a common account for investment purposes.
- c) Interest earned on each individual "Reserves/Restricted Assets" will be applied to that particular account

6. Reporting and Review

- a) Documentary evidence must be held on file for each investment and an investment register maintained by filing the monthly investment report to council in the Register.
- b) A monthly report must be provided to council detailing the investment portfolio. This report will include (among other things): the total value of the portfolio; net investment income for the month; and a complete schedule of all investments within the total portfolio with maturity dates.
- c) The annual financial report is to include information on earnings from investments as specified by Financial Management Regulation (FMR) 49.
- d) The investment policy will be reviewed annually or as required in the event of legislative changes, or marked change in the economic landscape affecting financial markets and interest rates.

7. Reference Material

S&P Global Ratings- Short Term Credit Ratings	
A-1+	extremely strong degree of safety regarding timely payment
A-1	a strong degree of safety for timely payment
A-2	a satisfactory capacity for timely payment

S&P Global Ratings- Long Term Credit Ratings	
AAA	an extremely strong capacity to repay
AA	a very strong capacity to repay
A	a strong capacity to repay
BBB	adequate capacity to repay



COUNCIL POLICY

1.3.4

Finance

Title:	1.3.4 SIGNIFICANT ACCOUNTING POLICIES
Adopted:	21 March 2018
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 Local Government (Financial Management) Regulations 1996 Australian Accounting Standards
Associated Documentation:	Annual Report Finance Reports
Review Responsibility:	Finance and Administration Manager
Delegation:	-

Previous Policy Number/s 3007, 3008

Objective:

To provide direction for the preparation of financial transactions and financial reporting.

Policy Statement:

1. The Local Government Reporting Entity.

In accordance with Australian Accounting Standards, for the purposes of budgets and financial reports, the reporting entity includes all activities of the Council and any other entities controlled by the Council.

2. Basis of Preparation of the Annual Financial Report

The annual financial report is a general purpose financial report and has been prepared to comply with applicable Australian Accounting Standards (as they apply to local governments and not for profit entities) and disclosure requirements of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996. The financial report has been prepared on the accrual basis under the convention of historical cost accounting as modified by the accounting treatment relating to the revaluation of financial assets and liabilities at fair value through profit and loss and certain classes of non-current assets.

3. Significant Accounting Policies

All significant accounting policies are included in the annual financial report and are updated each year in accordance with applicable Australian Accounting Standards and the Local Government (Financial Management) Regulations 1996.



COUNCIL POLICY

Finance

1.3.5

Title:	1.3.5 CORPORATE CREDIT CARD
Adopted:	22 August 2018
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 Local Government (Financial Management) Regulation 11(1) (a)
Associated Documents:	Corporate Credit Card Management Procedure Code of Conduct Purchasing Policy
Review Responsibility:	Finance and Administration Manager
Delegation:	N/A

Previous Policy Number/s 3010

Objective:

To ensure effective controls, policies and procedures are in place with respect to the issue and use of corporate credit cards to reduce the risk of fraud and misuse of the corporate credit card.

Policy Statement:

The Shire is committed to operating effective and transparent procedures for the procurement of all goods and services via credit card.

To achieve transparency, accountability and reduce associated risk the Shire will:

- Ensure that effective and accountable systems are in place to mitigate risks associated with procurement via credit card and review, report and monitor the potential risks in accordance with the Shire's Risk Management Framework;
- In accordance with the Shire's Risk Management Framework, submit to the Audit & Risk Committee a biennial report of the Shire's accounting and internal control procedures, with corporate credit card use to be included;
- Submit itemised credit card statements to Council on a monthly basis with accompanying explanation as to the expense incurred; and
- Limit the Shire's credit card facility to \$14,500 or less, with any increase to be via Council resolution.

The issue of corporate credit cards and use shall be strictly in accordance with this Policy and the associated Management Procedure

The procurement of goods and services on corporate credit cards shall be in accordance with the Shire's Procurement Management Procedure.

The application of this policy is to be in conjunction with the Shire of Mingenew Code of Conduct and in compliance with the Shire's Purchasing Policy.



1.3.5 CORPORATE CREDIT CARD MANAGEMENT PROCEDURE

Relevant Council Policy

1.3.5 Corporate Credit Card Policy

Approval Date: 09 August 2018

Appendix-

1. Corporate Credit Card User Agreement

Relevant CEO Directive

Nil

Review: Biennial - 15 December 2021

Objective:

To ensure effective controls, policies and procedures are in place with respect to the issue and use of corporate credit cards.

Legislation:

- a) The use of Corporate Credit Cards is not specifically mentioned in the Local Government Act 1995. However, the impacts of the use and control of corporate credit cards are related to the following sections of the Local Government Act 1995;
 - I. Section 2.7(2)(a) and (b) requires the council to oversee the allocation of the local government's finances and resources and determine the local government policies.
 - II. Section 6.5(a) requires the CEO to ensure that there are kept, in accordance with Regulations, proper accounts and records of the transactions and affairs of the local government.
- b) Local Government (Financial Management) Regulation 11(1) (a) requires local governments to develop procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for, and properly authorised use of cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained.

Procedures:

1. Authorised Use and Limits

- a) Corporate Credit Cards may be issued to any Level 2 Officer, if it is the view of the CEO, that an Officer would benefit from using this payment method;
- b) All cardholders must be authorised by the CEO to incur liabilities and expenses;
- c) Maximum credit limits are to be based on the cardholder's need, as determined by the CEO.
- d) The Local Government Act 1995 does not allow for the issue of Corporate Credit Cards to elected members. There are no provisions within the Act which allow an elected member to incur a debt, as would be the case with a credit card.

2. Purchasing

- a) The procurement of goods or services using corporate credit cards shall only occur in instances when the standard methods of raising purchase orders/invoices and/or manual EFT/cheque practices are not available from the preferred supplier;
- b) Corporate Credit Cards are only to be used for purchasing goods and services on behalf of the Shire which is authorised in the current budget.
- c) Cardholders must follow the Shire of Mingenew Management Procedure;

- d) Personal expenditure is prohibited;
- e) Corporate Credit Cards are not to be used for cash withdrawals;
- f) Where the purchase has been made via facsimile, telephone, or over the internet an invoice or receipt is required in all circumstances and must contain details of the purchase; and
- g) For Fringe Benefits Tax purposes, any expenditure for entertainment must include the number of people who were in attendance and the full names of any Shire staff.

3. Financial Institution

- a) The Shire's Corporate Credit Cards are to be issued by the financial institution that municipal transactions are made (referred to as transaction account).

4. Cardholders breaching Corporate Credit Card Management Procedure and Code of Conduct

- a) Any officer that believes a cardholder is entering into transactions that seem to be in breach of the Credit Card Policy and/or Code of Conduct, is to report their concerns to the Chief Executive Officer. In the case of the CEO, it is to be reported to the President.
- b) Any breach by a cardholder of the Corporate Credit Card Policy and/or Code of Conduct will require an investigation into activities. Possible actions taken by the Chief Executive Officer in such instances include:
 - Withdrawal of both the credit-card and all financial delegations or authorisations issued;
 - Commencement of a formal Disciplinary Process;
 - The reporting of breach to relevant government departments (Public Sector Commission / Corruption and Crime Commission); and/or
 - Termination of employment.

Advisory note to Staff - In the case of the President receiving reports of the suspected breaches by the CEO, the President is authorised to consult (confidentially) with either the Finance & Admin Manager or the Governance & Community Manager for the sole purpose of collected relevant confirmatory information. The President would then give consideration as to whether a report to either the Public Sector Commission or the Corruption and Crime Commission was required.

- c) A cardholder who is found guilty of misuse or fraudulent use of a corporate credit card is liable for prosecution under the Criminal Code Act Compilation Act 1913, the Public Sector Management Act 1994, the Corruption and Crime Commission Act 2003 or by action under all of these Acts. Cardholders must be aware that prosecution may be the consequence of fraudulent misuse of the card.

5. Ethics & Integrity

Code of Conduct

All officers and employees undertaking purchasing activities must have regard for the Code of Conduct requirements and shall observe the highest standards of ethics and integrity. All officers and employees of the Shire of Mingenew must act in an honest and professional manner at all times which supports the standing of the Shire.



6. Insufficient Documentation to Substantiate Expense Claims

- a) If supporting documentation is lost the cardholder will provide a declaration detailing the nature of the expense and must state on that declaration 'all expenditure is of a business nature'.
- b) Approval of this expense is referred to the Chief Executive Officer or in the case of the CEO, the Shire President, for a decision.
- c) Should a lack of detail be a regular occurrence for a particular cardholder, the cardholder may be refused access to a credit card in the future. Use of a statutory declaration is for exceptional cases rather than the norm.

7. Roles, Responsibilities and Obligations

7.1 Cardholders Responsibilities and Obligations

- a) Cardholder's must;
 - I. Refer to and follow the guidelines for use that are provided by the financial institution at the time of the card issue;
 - II. Keep their card in a safe place and under no circumstances permit another person to use their card to make a purchase or use the card for cash advances;
 - III. Make payments that are within their card limit, budget, and authority to do so;
 - IV. Only make purchases over the internet on secure sites after the approval by the Chief Executive Officer or relevant Manager and must be accompanied by a signed purchase order and purchase print out;
 - V. Report immediately any lost or stolen credit card to the financial institution issuing the card and to Council's Finance & Administration Manager;
 - VI. Adhere to Policies and Management Procedures in relation to Corporate Credit Card Use and Purchasing;
 - VII. Ensure all receipts and tax invoices are kept and submitted to the Administration Officer with credit card statements, within seven (7) days of receipt;
 - VIII. Costing accounts must be against each item of the credit card statements.
 - IX. In the event of a cardholder ceasing employment, taking an extended period of leave, or they move to a position which does not require the use of a Corporate Credit Card, the cardholder must notify Finance & Administration Manager two weeks before termination date, to arrange cancellation and to ensure all receipts and their account has been settled;
 - X. Cardholders cannot transfer the Corporate Credit Card account to other users. An account number will only be assigned to one cardholder.

7.2 Finance & Administration Manager Responsibilities

- a) The Finance & Administration Manager must;
 - I. Arrange the issue and cancellation of Corporate Credit Cards when requested by the Chief Executive Officer;
 - II. Arrange for all cardholders to sign the Corporate Credit Cardholder Agreement (refer to Appendix 1) on receipt of the issue of the new card and ensure the signed agreement is placed on the employee's personnel file. This agreement must set

out the cardholder's responsibilities and legal obligations when using the Corporate Credit Card and the actions that will be taken in the event that the cardholder fails to comply with the terms and conditions of the Agreement.

- III. Maintain a register of all cardholders which includes, card number, expiry date of the credit card, credit limit and details of goods and services the cardholder has authority to purchase; the signature of the cardholder when issued and returned.
- IV. Provide of copy of the Corporate Credit Card Policy and Management Procedure when amended to cardholders.
- V. Process payments of Corporate Credit Cards. This includes ensuring all receipts and tax invoices have been attached and the relevant authorising officers have signed off on the statements;
- VI. Reconcile the corporate credit card statements to the total monthly payment made to the Shire's financial institution.
- VII. Review the transactions and supporting documents on each corporate credit card statement, and report any irregularities or discrepancies to the CEO.
- VIII. The Finance & Administration Manager is to review six monthly the operation of the credit card payment process and report to the CEO as to the level of compliance of the cardholders to the conditions of use and the credit card provider's level of performance.
- IX. Ensure under no circumstances, the reward scheme or cash withdrawal feature be used on Council Corporate Credit Cards.
- X. On cessation of a cardholders employment the Finance & Administration Manager is to cancel the account with the financial institution, and destroy the card.
- XI. destroy all surrendered cards by cutting them diagonally in half (including any chip on the card).



Appendix 1

AUTHORITY FOR ISSUE OF CORPORATE CREDIT CARD

Name of Cardholder	
Position	
Date of Authorisation	
Signature of Chief Executive Officer	

CORPORATE CARD USER AGREEMENT

As the Chief Executive Officer, I have authorised the issue of a Shire of Mingenew Corporate Credit Card in line with your official duties as a Shire officer. The following conditions apply;

1. You have been authorised a card limit of \$_____. Credit limits are not to be exceeded.
2. Purchases on the corporate credit card are to be made in accordance with Shire of Mingenew's Purchasing Procedures.
3. The card is issued in your name, however it is a corporate credit card and all transactions must be official transactions on behalf of the Shire of Mingenew. Under no circumstances must the card be used for private purposes.
4. At any time, the Chief Executive Officer can call an inquiry into the use of the card, and any findings of transactions that are unauthorised, excessive or unreasonable will result in disciplinary action.
5. Ensure corporate credit cards are maintained in a secure manner and guarded against improper use.
6. Under no circumstances can cash can be withdrawn from the card.
7. All tax invoices and receipts must be kept to validate transactions. Note, a credit card statement or EFTPOS receipt is not acceptable (GST cannot be claimed as it does not meet GST requirements to claim a refund). Cardholders must ensure tax invoices and receipts contain the following:
 - I. Suppliers Name.
 - II. Suppliers ABN.
 - III. Brief description of goods and services supplied.
 - IV. Identifies transactions where GST applies.
 - V. If the transaction relates to entertainment, the cardholder must document how many people they entertained, and the names of Shire officers that attended (for Fringe Benefit Tax purposes).
8. If no supporting documentation is available the cardholder will provide a declaration detailing the nature of the expense and must state on that declaration 'all expenditure is of a business nature'. Approval of this expense is referred to the Chief Executive Officer, or in the case of the CEO the Shire President, for a decision. Should a lack of detail be a regular occurrence for a particular cardholder, the cardholder may be refused access to a credit card in the future. Use of a statutory declaration is for exceptional cases rather than the norm.



9. Cardholders must mark next to all transactions the costing accounts and ensure all tax invoices and receipts are attached to the monthly statement. The cardholder must certify that the transactions on the statement are correct and has seven (7) working days, from receipt of statement, to return to Finance Services.
10. Should approval of expenses be denied by the Chief Executive Officer or the Finance & Administration Manager recovery of the expense shall be met by the cardholder.
11. If the card is lost or stolen, you must immediately contact the Financial Institution Provider. The Finance & Administration Manager must also be notified in writing to arrange replacement card.
12. If your employment is terminated, you card and all tax invoices and receipts must be submitted to the Finance & Administration Manager, two (2) weeks before employment is ceased to ensure account is settled.

Failure to comply with any of these requirements could result in the card being withdrawn from the employee. In the event of loss or theft through negligence or failure to comply with the Shire of Mingenew Corporate Credit Card Management Procedure any liability arising from the use of the card may be passed to the cardholder.

The use of a Shire of Mingenew Corporate Credit Card is subject to the provisions of the Code of Conduct of Shire of Mingenew. Serious transgression of the above listed responsibilities or the Code of Conduct may result in an appropriate referral under the Corruption and Crime Commission Act 2003 and/or termination of employment.

If you agree to abide by the terms above and all other conditions set out in Council Policy – Corporate Credit Cards please sign and return this statement to the Finance & Administration Manager.

I _____ acknowledge and accept the aforementioned conditions which govern the use of the Shire of Mingenew Corporate Credit Card.

Signature

Date



Western Australia

Oaths, Affidavits and Statutory Declarations Act 2005

Statutory Declaration

I, _____ {name of person making declaration}
of _____ {address of person making declaration}
occupation _____ {occupation of person making declaration}

sincerely declare as follows:

{insert above the content of the statutory declaration; use numbered paragraphs if content is long}

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*.

At _____ {place}

On _____ {date}

By _____ {Signature of person making the declaration}

In the presence of

_____ {Signature of authorised witness}

_____ {Name of authorised witness}

_____ {Qualification as such a witness}

***Important - This Declaration must be made before any of the following persons:**

Academic (post-secondary institution)	Local government councillor
Accountant	Loss adjuster
Architect	Marriage Celebrant
Australian Consular Officer	Member of Parliament
Australian Diplomatic Officer	Minister of religion
Bailiff	Nurse
Bank Manager	Optometrist
Chartered secretary	Patent Attorney
Chemist	Physiotherapist
Chiropractor	Podiatrist
Company auditor or liquidator	Police officer
Court officer (magistrate, registrar or clerk)	Post Office manager
Defence Force officer	Psychologist
Dentist	Public Notary
Doctor	Public Servant (State or Commonwealth)
Electorate Officer (State – WA only)	Real Estate agent
Engineer	Settlement agent
Industrial organisation secretary	Sheriff or deputy Sheriff
Insurance broker	Surveyor
Justice of the Peace (any State)	Teacher
Lawyer	Tribunal officer
Local government CEO or deputy CEO	Veterinary surgeon

Full descriptions of these professions are available via the following website link
http://www.courts.justice.wa.gov.au/files/Professions_witness_statutory_declarations.pdf

Or

any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a Statutory Declaration may be made.

Any authorised witness for the State of Western Australia may also witness a Commonwealth Statutory Declaration, as long as they are in Western Australia at the time of witnessing - Schedule 2, item 231 of the *Statutory Declarations Regulations 1993 (Commonwealth)*.

Further information on witnessing documents is available at
www.courts.justice.wa.gov.au.

Last updated on 31 October 2017



COUNCIL POLICY

1.3.6

Finance

Title:	1.3.6 RELATED PARTIES DISCLOSURE
Adopted:	21 November 2018
Last Reviewed:	15 December 2021
Associated Legislation:	Australian Accounting Standard AASB124
Associated Documents:	Related Party Disclosures- Procedure Related Party Disclosures- Declaration Form Code of Conduct Declarations of Interest
Review Responsibility:	Finance and Administration Manager
Delegation:	Nil

Objective:

The objective of the policy is to ensure that the Shire of Mingenew's financial statements disclose dealings with related parties and transactions and outstanding balances, including commitments, with such parties that may have affected its financial position and profit or loss.

Policy Statement:

The Shire is committed to ensuring its financial operations are conducted with the highest of ethical integrity and in an open and transparent environment. To evidence this, and to comply with the Australian Accounting Standard AASB 124 Related Party Disclosures (AASB 124), the Shire will:

1. Establish, review and maintain a list of Key Management Personnel (KMP);
2. Establish, review and maintain a Related Party Transactions Register for the Shire; and will
3. Disclose related party relationships, transactions and outstanding balances, including commitments, in the Shire's annual financial statements.

For the purposes of implementing this policy, individuals who meet the definition of a Key Management Personnel (KMP) will include:

- I. The President, Deputy President & Councillors;
- II. The Leadership Team, comprising of Chief Executive Officer, Finance and Administration Manager, Governance and Community Manager and Works Manager .

Council requires temporary appointments to KMP positions or persons acting as KMP in their absence, to be considered as KMP for that duration if the appointment is for three or more months in the financial year. For appointments of less than three months, the assessment is a matter of judgment based on facts, that is to be made by the Chief Executive Officer, such as that person's participation in key decisions made in that period.

For the purposes of implementing this policy, the related parties for nominated KMP will include:

- I. Their spouse or domestic partner (including married, de-facto, civil union partnership, but excluding separated or divorced spouse or partner);



- II. Their children, including children of their spouse/partner (whether step, adopted, dependant/non-dependant, adult children living/not living at home);
- III. Their dependants, including dependants of their spouse/partner (i.e. family members financially supported by them or their spouse/partner and may include siblings, elderly parents/grandparents or disabled family members); and
- IV. Entities (including sole proprietors, partnerships, companies and trusts) in which KMP and/or his/her close family members have control or joint control (i.e. hold 50% or more of the shares or 50% or more voting power).

For the purpose of implementing this policy Ordinary Citizen Transactions (OCT), that is transactions that occur on terms and conditions no different to those applying to the general public and are of an immaterial nature, include:

- I. Attending Shire functions that are open to the public;
- II. Fines on normal terms and conditions;
- III. Paying rates and other statutory fees or charges for applications, licences, approvals or permits;
- IV. Using Shire services and accessing Shire facilities; and
- V. Making a development application.

These aforementioned OCT's that meet the definition as stated, do not require disclosure. As such they will not be captured by the Shire within its Related Party Register.

For all other transactions, Key Management Personnel will be required to make a declaration in the *Related Parties Disclosure - Declaration* form (appendix 1).

All KMPs must provide their declarations to the period 30th June, annually, within 30 days.

Information (including personal information) provided by a key management person in a Related Party Transaction Notification and personal information contained in a register of related party transactions is classified as confidential, and will not be available for inspection by or disclosure to the public.

The Related Party Disclosure Management Procedure provides the guidelines by which the CEO will implement the Related Party Disclosure Policy.



1.3.6 RELATED PARTIES DISCLOSURE MANAGEMENT PROCEDURE

Relevant Council Policy

1.3.6 Related Parties Disclosure

Adoption Date: 21 November 2018 - CEO

Appendix: Related Parties Disclosure Form

Relevant CEO Directive

N/A

Review: 15 December 2021

Objective:

This procedure provides the basis on which to implement the Related Parties Disclosure Policy, which outlines what is expected of elected members and staff of the Shire of Mingenew in relation to Australian Accounting Standard AASB 124 Related Party Disclosures (AASB 124).

Legislation:

In July 2015, the scope of Australian Accounting Standards Board - Accounting Standard 124 (AASB124) "Related Party Disclosures" was extended to include application by not-for-profit entities, including local governments. Effective 1 July 2016 in accordance with Australian Accounting Standard AASB 124 Related Party Disclosures, local governments were required to disclose certain related party relationships and related party transactions together with information associated with those transactions in its Annual Financial Statements. First disclosures were required for year ended 30 June 2017.

Definitions:

Arm's length terms	Terms between the parties that are reasonable in the circumstances of the transaction that would result from: <ul style="list-style-type: none"> • neither party bearing the other any special duty or obligation, and • the parties being unrelated and uninfluenced by the other, and • each party having acted in its own interest.
Close Family Member	Family members of Key Management Personnel (KMP) who may be expected to influence, or be influenced by, that person in their dealings with the entity. This includes, but is not limited to, that person's spouse or domestic partner; and the children and dependents of that person or that person's spouse or domestic partner.
Control of an Entity	You control an entity if you have: <ol style="list-style-type: none"> I. power over the entity; II. exposure, or rights, to variable returns from involvement with the entity; and III. the ability to use your power over the entity to affect the amount of your returns.
Joint control of an entity	To jointly control an entity there must be contractually agreed sharing of control of the entity, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.
Key Management Personnel (KMP)	Persons having authority and responsibility for planning, directing and controlling the activities of the Shire of Mingenew, directly or indirectly. This includes the President, other Councillors, the Chief Executive Officer and senior officers as outlined in the policy.
Related parties	Includes a person who has significant influence over the reporting entity, a member of the key management personnel (KMP) of the entity, or a

	close family member of that person who may be expected to influence that person.
KMP Compensation	<p>All employee benefits. Employee benefits are all forms of consideration paid, payable or provided by the Shire of Mingenew, or on behalf of the Shire of Mingenew, in exchange for services rendered to the Shire. Compensation includes:</p> <ol style="list-style-type: none"> I. Short Term Employee Benefits: short-term employee benefits, such as wages, salaries and social security contributions, paid annual leave and paid sick leave, profit-sharing and bonuses (if payable within twelve months of the end of the period) and non-monetary benefits (such as medical care, housing, cars and free or subsidised goods or services) for current employees; II. post-employment benefits such as pensions, other retirement benefits, post-employment life insurance and post-employment medical care; III. other long-term employee benefits, including long-service leave or sabbatical leave, jubilee or other long-service benefits, long-term disability benefits and, if they are not payable wholly within twelve months after the end of the period, profit-sharing, bonuses and deferred compensation; and IV. termination benefits.
Ordinary Citizen Transactions (OCTs)	Transactions that an ordinary citizen would undertake with the Shire of Mingenew are usually not material to related party disclosure requirements. OCTs do not apply however, if the terms and conditions are different to those offered to the general public.
Related Party Transaction	A transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged.

Procedures:

1. Identifying Key Management Personnel and Related Parties

- a) The Governance Officer will establish, review and maintain a list of Key Management Personnel for the Shire. Key Management Personnel (KMP) are defined within the Council Policy;
- b) Those persons identified as KMP will complete an annual declaration which outlines the entities, if any, that are controlled or jointly controlled by that KMP or their close family members (Appendix 1). The annual declaration process will be coordinated by the Governance Officer;
- c) It is the responsibility of the Chief Executive Officer to seek declaration upon a change of KMP;
- d) All KMPs will be asked to provide their declarations to the period 30th June, annually, within 30 days.
- e) It is the responsibility of all identified KMP to update their declaration should they become aware of a change, error or omission.
- f) Should a KMP have any uncertainty as to whether a transaction may constitute a related party transaction they should contact the Chief Executive Officer or the Governance Officer for clarification.



- g) Disclosure by personnel who are temporarily appointed to KMP positions is to be guided by the Related Party Disclosure Policy. Judgement decisions on disclosures of such personnel to determine if they meet the definition of a KMP are:
- Did the acting KMP fill a vacant role or did they just act while the position holder was on leave?
 - Did the acting KMP only complete the operational tasks of the KMP position holder while they were on leave?
 - Did the acting KMP attend key meetings such as monthly executive management team meetings?
 - Was the acting KMP involved in operational / strategic planning?
 - Was the acting KMP involved in determining the budget?
 - Did the acting KMP approve anything above their 'normal' delegation?
 - Did the acting KMP just fill-in for someone for a few weeks over Christmas when no key meetings / decisions were made?

2. Identification of Related Party Transactions:

For the purposes of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria (the Ordinary Citizen Transactions, as adopted by Council in its policy, have been excluded from this list):

- Employee compensation whether it is for KMP or close family members of KMP;
- Application fees paid to the Shire of Mingenew for *non* statutory approvals or permits;
- Lease agreements for housing rental (whether for a Shire of Mingenew owned property or property sub-leased by the Shire through a Real Estate Agent);
- Lease agreements for commercial properties;
- Monetary and non-monetary transactions between the Shire of Mingenew and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire of Mingenew (trading arrangement);
- Sale or purchase of any motor vehicles, buildings or land, or other property owned by the Shire of Mingenew, to a person identified above;
- Sale or purchase of any motor vehicles, buildings or land, or other property owned by a person identified above, to the Shire of Mingenew;
- Loan Arrangements;
- Contracts and agreements for construction, consultancy or services;
- Non-monetary transactions such as use of facilities, peppercorn rents;
- Provision of guarantees or collateral; and
- Settlement of liabilities on behalf of the Shire, or by the Shire or on behalf of that related party.

3. Register of Related Party Disclosures and Transactions

- a) Officers will use the declarations of KMP to establish a list of related parties for the purposes of identifying transactions and reporting under AASB 124.
- b) Maintain the Register
- I. The Finance Manager is responsible for maintaining and keeping an up to date register of related party transactions that captures and records the information for

each existing related party transaction (including ordinary citizen transactions assessed as being **material** in nature) during a financial year.

c) Contents of a Register

- I. The contents of the register of related party transactions must detail for each related party transaction the following:
 - i. The description of the related party transaction;
 - ii. The name of the related party;
 - iii. The nature of the related party's relationship with the Shire of Mingenew; and
 - iv. A description of the transactional documents that are the subject of the related party transaction.
- II. The Governance Officer and Finance Manager are jointly responsible for ensuring that the information is disclosed in the Shire's annual Financial Statements to the extent, and in the manner stipulated, by AASB 124.

5. **Related Party Disclosures and Annual Financial Statements**

Each year the Shire must declare the following related party transactions in its annual financial statements:

- a) As per AASB124.17, Key Management Personnel compensation in total and for each of the following categories:
- I. short-term employee benefits;
 - II. post-employment benefits;
 - III. other long-term benefits; and
 - IV. termination benefits;

Key management personnel (KMP) are not named – disclosure is on an aggregate basis only. Short-term employee benefits include non-monetary benefits.

- b) As per AASB124.18 for Related Party Transactions, the Shire must disclose the:
- I. Nature of the relationship with the related party, as well as sufficient information about the transactions and outstanding balances, including commitments, necessary for users to understand the potential effect of the relationship on the financial statements.
 - II. Types of Transactions:
 - Purchase or sales of goods;
 - Purchase or sales of property and assets;
 - Rendering or receiving of services;
 - Leases;
 - Transfers under licence agreements;
 - Transfers under financial arrangements (including loans and equity contributions in cash or in kind);
 - Provision of guarantees or collateral; and
 - Settlement of liabilities on behalf of the entity, or by the entity or on behalf of that related party.
 - III. The following information, at a minimum, is to be disclosed:
 - I. the amount of the transactions;



- II. the amount of outstanding balances, including commitments, and terms and conditions (i.e. secured or unsecured) and the nature of consideration to be provided in settlement; and details of guarantees given or received;
 - III. provisions for doubtful debts related to the amount of outstanding balances; and
 - IV. the expense recognised during the period relating to bad or doubtful debts due from related parties.
- c) As per AASB124.19, separately disclose all the information required by Paragraph 18 of the AASB124 at the following levels:
- I. subsidiaries;
 - II. associates;
 - III. joint ventures in which the entity is a joint venturer;
 - IV. key management personnel of the entity or its parent; and
 - V. other related parties.
- d) As per AASB124.24, items of a similar nature in aggregate, except when separate disclosure is necessary for an understanding of the effects of related party transactions on the financial statements of the entity.
- e) If a KMP or close associate is named individually in disclosure reports, the KMP will be given a copy of intended disclosure for review and information purposes. Feedback must be provided within 7 days.

6. Frequency of disclosures:

Councillors and KMP will be required to complete a *Related Party Disclosures - Declaration* form annually. Furthermore, all Councillors must make disclosures immediately prior to any ordinary or extraordinary election. Disclosures must be made immediately prior to the termination of employment of/by a KMP.

7. Materiality

Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

When assessing whether such transactions are significant the following factors will be taken into consideration:

- Significance in terms of size;
- Was it carried out on non-market terms;
- Is it outside normal day-to-day council operations;
- Was it subject to council approval;
- Did it provide a financial benefit not available to the general public;
- Was the transaction likely to influence decisions of users of the Annual Financial Statements.

Regard must also be given for transactions that are collectively, but not individually significant.



The Shire does not have to disclose transactions in the audited annual financial statements that are not material.

8. Confidentiality:

All information contained in a disclosures return, will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and the materiality. Individuals may be specifically identified, if the disclosure requirements of AASB 124 so demands.



RELATED PARTIES DISCLOSURE – POLICY 1.3.6, FORM 1 RELATED PARTIES DISCLOSURE – DECLARATION

As per requirements of AASB 124 Related Party Disclosures, and Business Operating Procedure – Related Party Disclosures. For additional information to assist you in making a declaration, please refer to the Appendices to this form.

The following declaration must be completed by all Council members, the CEO and staff reporting directly to the CEO of the Shire of Mingenew who were elected or employed at any time during the financial year.

Disclosure Period (financial period)	
Person making disclosure	
Position held by person	

NOTE: As you are an elected member or officer, you do not need to specifically declare your Councillor fees/employee benefits details. This information will be collected separately by the Shire's Finance Team, for a separate declaration inclusion within the annual financial statements.

1. CLOSE MEMBERS OF THE FAMILY

(If there has been no change since your last declaration, please complete by stating "No Change".)

Name of Family Member	Relationship to you

2. ENTITIES THAT I, OR A CLOSE FAMILY MEMBER CONTROLS OR JOINTLY CONTROLS

(If there has been no change since your last declaration, please complete by stating "No Change".)

Name of Entity	Name of person who has control/nature of control



3. ORDINARY CITIZEN TRANSACTIONS – NOT PROVIDED AT ARMS LENGTH

Did you or any member of your close family use facilities provided at Recreation Centre, attend any event at the Civic Centre, or use any other council provided facility AND you received a discount or special terms that would not otherwise be offered to any other member of the public?

Name of person using the Service/facility	Service/facility used	Nature of transaction	Nature of discount or special conditions received

4. LEASING AGREEMENTS – DOMESTIC RESIDENTIAL

Did you, a close family member or related entity, enter into a lease agreement with the Shire of Mingenew, (either as lessee or lessor) for the provision of a domestic rental property (Includes properties owned by the Shire of Mingenew and privately owned properties sub-leased through the Shire from a real estate agent)? Did you receive or provide a discount or special terms that would not otherwise be offered to any other member of the public?

Name of person party to the lease	Property Address	Term of Lease & Weekly Rent	Detail of any non-arm's length conditions

5. LEASING AGREEMENTS – COMMERCIAL

Did you, a close family member or related entity, enter into a commercial leasing agreement with the Shire of Mingenew for the provision of a commercial property? Did you receive a discount or special terms that would otherwise not be offered to any other member of the public?

Name of person party to the lease	Property Address	Term of Lease & Weekly Rent	Detail of any non-arm's length conditions



6. TRADING ARRANGEMENTS

Were you or a close family member (as defined above) the owner of any business (or in a position to substantially control the business) that provided goods or services to the Shire of Mingenew? Were those goods or services provided on the same terms and conditions as those available to any other customer? If not, please provide details of the specific terms provided to the Shire of Mingenew.

Business Name	Goods or services provided	Approximate value for the reporting period	Terms and conditions

7. OTHER AGREEMENTS (CONSTRUCTION, CONSULTANCY, SERVICE CONTRACTS)

Did you, a close family member or related entity, enter into any other agreements /arrangements with the Shire of Mingenew (whether or not a price was charged)? This may include (but is not limited to): construction, contracts, consultancy services, service contracts such as cleaning, maintenance, security).

Name of person or business/company	Nature of agreement	Value of agreement	Terms and conditions

8. PURCHASE OF PROPERTY

Did you, a close family member or related entity, purchase any property or other assets from the Shire of Mingenew? (This may include vehicles or other plant items, land or buildings). Was the purchase made at arm's length (for e.g. at public auction), and on terms and conditions available to any other member of the public? If not, please provide details of the specific terms provided to you.

Name of person or entity	Property purchased	Value of purchase	Terms and conditions



9. SALE OF PROPERTY

Did you, a close family member or related entity, sell any property or other assets to the Shire of Mingenew? (This may include vehicles or other plant items, land or buildings). Was the sale made at arm's length, and on terms and conditions available to any other member of the public? If not, please provide details of the specific terms provided.

Name of person or entity	Property sold	Value of sale	Terms and conditions

10. FEES AND CHARGES

Did you, a close family member or related entity, make an application to Council for a trading, building, planning or development application, licence or approval, or any other type of permit or licence?

Name of person or entity	Application Type	Application and/or receipt number

11. SELF-SUPPORTING LOANS

Did you, a close family member or related entity, enter into a loan agreement with the Shire of Mingenew? For e.g. a club for which you have control.

Name of person or entity	Loan details	Value of loan	Terms and conditions

12. OTHER AGREEMENTS

Please list any other agreement or arrangement you believe is a related party transaction and should be declared.

Name of person or entity	Nature of agreement	Value of agreement	Terms and conditions



DECLARATION

I declare that all information and details provided in this form are true and correct to the best of my knowledge and belief and that no known relevant information has been omitted.

I have made this declaration after reading the information supplied by Council which details the meaning of the definitions to which this declaration relates.

☐ OPTION 1 – HANDWRITTEN SIGNATURE

Signed: _____ Date: _____

OR

☐ OPTION 2 – ELECTRONIC SIGNATURE

This form can be sent by email to the Governance Officer (governance@mingenew.wa.gov.au) provided the email is sent by the person making the disclosure from their work or personal email account.

(☐ tick appropriate option)

option)



COUNCIL POLICY

1.3.7

Finance

Title:	1.3.7 REGIONAL PRICE PREFERENCE
Adopted:	<2009
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act (1995) as amended; State Records Act 2000 Local Government (Functions and General) Regulations 1996, Part 4A
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Policy 1.3.1- Purchasing Shire of Mingenew Management Procedure 1.3.1- Purchasing
Review Responsibility:	Council

Previous Policy Number/s – 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

Goods and Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

Construction (building) Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.



Stipulated Area-

1. 5% to all suppliers located within the Shire of Mingenew
2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time 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.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

Located within the stipulated areas is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.



COUNCIL POLICY

Finance

1.3.8

Title:	1.3.8 EMPLOYEE SUPERANNUATION
Adopted:	20 March 2019
Reviewed:	15 December 2021
Associated Legislation:	Superannuation Guarantee Contribution (Administration) Act 1992
Associated Documents:	Shire of Mingenew – Authority to Deduct From Pay Form Shire of Mingenew – Induction Documentation Shire of Mingenew – Contract of Employment
Review Responsibility:	Finance and Administration Manager
Delegation:	-

Objective:

To detail the arrangements and contributions the Shire will make to employee superannuation

Policy Statement:

- This Policy applies to all employees whether full time, part time or casual.
- Employees will have freedom of choice over the complying fund that their Superannuation Guarantee Contributions (SGC) are paid in to.
- Employees may elect to contribute additional superannuation, either as a deduction (after tax) or as a salary sacrifice (before tax).
- The Shire will pay:
 1. The statutory SGC amount, and
 2. Match an employee's contribution to a maximum of 5% of the employees gross salary; subject to the combined total contribution from the Shire not exceeding 15% of the employees salary. Accordingly, it should be noted that as the SGC component increases, the maximum matching contribution by the Shire will decrease once the SGC component is more than 10%.
- Employees can voluntarily contribute more than the threshold but will not receive a further contribution from the Shire.
- The additional contribution and the voluntary contribution can be deposited into the employees fund of choice.
- The superannuation default fund shall be a public sector industry superannuation fund.



COUNCIL POLICY

1.3.9

Finance

Title:	1.3.9 DEBT COLLECTION POLICY
Adopted:	9 October 2019
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 Local Government (Financial Management) Regulations
Associated Documents:	Code of Conduct
Review Responsibility:	Finance and Administration Manager
Delegation:	Chief Executive Officer

Previous Policy Number (2.3.2 – CEO Directive)

Objective:

To ensure proper records are maintained of debts owed to the Shire as required by the Local Government Act 1995 and to provide guidance to Council in determining efficient, effective and economical procedures for debt collection.

Policy Statement:

The Shire of Mingenew will exercise its debt recovery powers in order to reduce the overall debt burden on ratepayers and it will be guided by the following principles:

- Providing the Shire of Mingenew with an effective method for the collection of any and all outstanding debts;
- Ensuring that debt collection procedures are carried out in a fair and equitable manner;
- Making the process used to recover outstanding debts clear, simple to administer and cost effective;
- Transparency, by making clear the obligations of it's Ratepayers and Sundry Debtors to the processes used by the Shire is assisting them to meet their financial obligations;
- Ensuring that the Shire of Mingenew is compliant with all regulatory obligations; and
- Promoting effective governance of the Shire's finances.

1. Sundry Debtors

The Shire of Mingenew's credit terms are stated on the issued tax invoice. The recovery of outstanding sundry debtor accounts will be collected in a fair and timely manner.

- Where a payment is not received within 35 days from the date of the initial invoice, a Final Notice shall be issued requesting full payment within 14 days, unless the debtor has agreed to enter into a special repayment arrangement.
- Interest will be applied on balances that are over 35 days unless otherwise specified in a special repayment arrangement. The percentage interest charged is the percentage as approved by Council when the Annual Budget is adopted, in accordance with Section 6.13(1) of the Local Government Act 1995. The rate as set is not to exceed the maximum rate of interest as prescribed within Regulation 19A of the Local Government (Financial Management) Regulations 1996.

- Where amounts remain outstanding for more than 60 days from date of invoice, recovery action will commence, based upon a risk management approach as determined by the value and type of debt. This action may include referral to a debt collection agency.

2. Rates Arrears

The recovery of outstanding rates will be collected in a fair and timely manner.

- Where a payment is not received within 35 days from the date of the initial Rates Notice, a Final Notice shall be issued requesting full payment within 14 days, unless the debtor has agreed to enter into a special repayment arrangement or is on an instalment plan.
- Interest will be applied on balances that are over 35 days. The percentage interest charged is the percentage as approved by Council when the Annual Budget is adopted, in accordance with Section 6.13(1) of the Local Government Act 1995. The rate as set is not to exceed the maximum rate of interest as prescribed within Regulation 19A of the Local Government (Financial Management) Regulations 1996.
- Once the debt is overdue for more than 90 days, then a letter of demand is sent requesting payment within 14 days and notifying the debtor that further action will be taken.
- After 14 days from the date of the letter of demand, legal action may be taken, including handing over to a debt collection agency. All associated legal costs are passed on to the debtor.
- In cases where the owner of a leased or rented property on which municipal rates are outstanding cannot be located or refuses to settle rates and service charges owed, notice may be served on the lessee or tenant to pay to the Shire the rent due under the lease/tenancy agreement as it becomes due until the amount in arrears has been paid.
- If rates and service charges remain unpaid for at least 3 years a caveat may be registered on the title for the land under the provisions of Section 6.64(3) of the Local Government Act 1995, and the Shire may take possession of the land. Before this course of action is to be taken, approval is to be obtained from Council.

3. Bad Debts

Where a Sundry Debtor has accounts unpaid for a period exceeding 6 months and the debtor has provided documentary evidence of having filed for bankruptcy or insolvency, or the debtor has proven untraceable; the debt may be written off under Delegated Authority by the Chief Executive Officer or the Finance and Administration Manager. Any amounts above the Delegated Authority shall be referred to Council for a decision.



1.3.9 FEES AND CHARGES PROCEDURE

Relevant Council Policy

1.2.9 Fees and Charges Policy

Approval Date: To be confirmed

Appendix - Nil

Relevant CEO Directive

Nil

Review: Biennial – 15 December 2021

Objective:

To ensure effective controls, policies and procedures to the imposition and setting of fees and charges for services and goods provided by the Shire.

Legislation:

Local Government Act 1995 s5.94, s6.16 and s6.17

Local Government (Financial Management) Regulation

National Competition Policy

Procedures:

1. Use of and Admission to Shire Property or Facilities

Fees and charges shall apply to the use and or hire of Shire owned, controlled, managed or maintained facilities for a specific period such as:

- Campgrounds and Caravan Park;
- Cemeteries;
- Community Centres, Halls and Venues;
- Community Bus;
- Library;
- Museums;
- Residence;
- Ovals;
- Parks and Gardens;
- Roads;
- Reserves;
- Sporting Grounds;
- Thoroughfares;
- Recreational Venues.

Hire charges will be determined on a venue or facility basis, and will consider the following criteria:

- Peak or off-peak seasons;
- Permanent, temporary or one-off booking;
- The type of use;
- The age and condition of the venue.

Indoor Hire Charges will aim to recover 100% cost recovery of operating costs to maintain premises and provide for future additional replacement premises.



Outdoor Hire Charges will aim to recover 100% of the annual maintenance cost for all outside Shire owned, controlled, managed or maintained facilities.

2. Supplying a Service

Services may include but are not restricted to the provision of the following;

- Admission and use of Shire owned, controlled, managed or maintained facilities;
- Assessment of approvals: receiving an application for approval and granting an approval;
- Carrying out works at the request of a person;
- Giving or supply of information;
- Granting and issue of a certificate, license or permit;
- Installation of signs;
- Making an inspection;
- Providing written advice;
- Undertaking private works and construction.

Fees for the provision of services shall aim at recovering the full economic cost of providing the service.

3. Information from Shire Records

The giving or supply of information may include the provision of the following;

- Copies of Council documents including, Council Agendas/Minutes, Electoral Rolls, reissue of Rate Notices, Inspection of Plans.

4. Applications for Approval, Inspections, Licence, Permit, Authorisation or Certificate

Community Events, Sporting Events, Markets, Stalls etc, may require applications for:

- Approvals;
- Assessment;
- Authorisation;
- Certificates;
- Licences;
- Inspections;
- Permits.

5. Goods

Includes the provision of anything, which may be tangible, such as:

- Issuing of documents including approval, certificates, licenses and permits;
- Installation of Signs;
- Use of Plant and Equipment;
- Sale of Materials.

Fees for the provision of goods will aim at recovering the full economic cost of producing the goods.



6. Infringements

Includes the provision of non-compliance breaches, such as:

- Dog;
- Cat;
- Fire Break.

Infringements will aim at recovering the full economic cost of non-compliance breach.

7. Sporting Clubs

Given the importance to the community and local social fabric, it is not expected that full cost recovery will be realistically achievable from our sporting clubs for use of the Shire's recreation facilities.

Instead, the Shire will seek to enter into agreements with the relevant clubs which outline their annual fees and the mutually expected obligations of both parties.



COUNCIL POLICY

1.3.9

Finance

Title:	1.3.9 FEES AND CHARGES POLICY
Adopted:	August 2019
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995 Local Government (Financial Management) Regulation
Associated Documents:	Code of Conduct Fees and Charges Procedure Fees and Charges list
Review Responsibility:	Finance & Administration Manager
Delegation:	N/A

Objective:

The purpose of this policy is to establish a fair and equitable fee structure which reflects actual reasonable costs for services and goods provided by the Shire.

Policy Statement:

The Shire, in accordance with s6.16 of the Local Government Act 1995 (Act), may impose and recover a fee or charge for any goods or services it provides or proposes to provide, other than a service for which a service charge is imposed.

The Shire will impose Fees and Charges for:

- Providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the Shire;
- Supply a service or carrying out work at the request of a person;
- Subject to section 5.94 of the Act, providing information from Shire records;
- Receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
- Supplying goods; and
- Such other services or goods as may be prescribed.

In setting the level of a fee or charge (s6.17 of the Act) for a service or for goods the Shire is required to take into consideration the following factors:

- a) The cost to the local government of providing the service or goods;



- b) The importance of the service or goods to the community; and
- c) The price at which the service or goods could be provided by an alternative provider.

A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.

In addition to this, the National Competition Policy requires that local government review its fees, charges and services with a view to identifying whether these should be adjusted to ensure they are not unfair and uncompetitive when compared with the private sector. While many of the services provided by the Shire are specific to local government, there are others, which may be provided by the private sector.

The provision of services and goods additional to those provided as core business operations require resourcing and have an inherent cost. The Shire adopts a 'user contributes' approach to the provision of services and goods in order that the cost burden is fairly set and spread more equitably amongst customers.

The basic principles considered in establishing Shire fees and charges will be:

- Charges which reflect the true cost of providing a facility;
- Compliance with the Local Government Act 1995 and associated Regulations;
- Fees for service on a cost recovery basis;
- Importance of the service to the Community; and
- Compliance with Goods and Services Tax (GST).

Costs associated with the provision of services and goods will be reviewed annually as part of the annual budget development process.



1.3.11 FINANCIAL HARDSHIP POLICY

Finance

1.3.11

Title:	1.3.11 FINANCIAL HARDSHIP POLICY
Adopted:	15 April 2020
Reviewed:	15 December 2021
Associated Legislation:	Local Government Act 1995
Associated Documentation:	1.3.9 Debt Collection Policy
Review Responsibility:	Finance and Administration Manager
Delegation:	Chief Executive Officer
<i>NOTE: This policy is based on the WALGA Model Purchasing Policy Template with some modifications</i>	

Previous Policy Number/s N/A

Objectives:

- To give effect to the Shire's commitment to support the whole community to meet the unprecedented challenges arising from declared State of Emergencies, the Shire of Mingenew recognises that these challenges may result in financial hardship for ratepayers or debtors of the Shire.
- This Policy is intended to ensure that the Shire offers fair, equitable, consistent and dignified support to ratepayers or debtors suffering hardship, while treating all members of the community with respect and understanding at these difficult times.

Scope:

This policy applies to:

1. Outstanding rates, debtors and service charges as at the date of adoption of this policy; and
2. Rates and service charges levied during any period where a declared State of Emergency is in force.

It is a reasonable community expectation, as the Shire deals with the effects of any declared State of Emergency, that those with the capacity to pay rates will continue to do so. For this reason, the Policy is not intended to provide relief to ratepayers or debtors who are not able to evidence financial hardship and the statutory provisions of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996 will apply.

Policy Statement:

1 Payment difficulties, hardship and vulnerability

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants. The Shire of Mingenew recognises the likelihood that a declared State of Emergency will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers or debtors experiencing financial hardship.

2 Financial Hardship Criteria

While evidence of hardship is required, the Shire recognises that not all circumstances are alike, and will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment

- Sickness or recovery from sickness
- Loss of primary source of income
- Unanticipated circumstances such as caring for and supporting extended family

Ratepayers or debtors are encouraged to provide as much information as possible to support their individual circumstances, which will be taken into consideration during the assessment process. Preference will be for ratepayers or debtors to enter into a reasonable payment proposal. The Shire will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying statutory responsibilities.

3 Payment Arrangements

Payment arrangements facilitated in accordance with Clause 2 of this Policy, and Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

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

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

4 Interest Charges

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

5 Deferment of Rates

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

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

6 Debt recovery

Debt recovery processes may be suspended whilst negotiating a suitable payment arrangement with a ratepayer or debtor. Where a ratepayer or debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises the Shire and makes an alternative plan before defaulting on the 3rd due payment, then the Shire will continue to suspend debt recovery processes.

Where a ratepayer or debtor has not reasonably adhered to an agreed payment plan, then for any Rates, debtors and Service Charges that remain outstanding on 1 July of any financial year, the Shire may offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of that financial year.

Rates, debtors and service charges that remain outstanding at the end of the said financial year, may be subject to the rates debt recovery procedures prescribed in the Local Government Act 1995, and Council Policy 1.3.9.

7 Review

The Shire will advise ratepayers or debtors of all decisions made under this policy and advise them of their right to seek a review by the full Council.

8 Communication and Confidentiality

The Shire will maintain confidential communications at all times and undertakes to communicate with a nominated support person or other third party at the ratepayer's or debtor's request.

The Shire recognises that applicants during the times of a declared State of Emergency are experiencing additional stressors, and may have complex needs, and will provide additional time to respond to communication and will communicate in alternative formats where appropriate. All communication with applicants is to be clear and respectful.

9 Conflict of Interest

Where the ratepayer or debtor has a close relationship with any staff member, or Councillor, that staff member or Council must remove themselves from any decision-making process.