



AGENDA

ORDINARY COUNCIL MEETING

TO BE HELD ON

THURSDAY, 15 FEBRUARY 2018

5.30^{PM}

SHIRE COUNCIL CHAMBERS

**Note: 5:00PM Audit Meeting -
Travis Bate of RSM Australia Pty Ltd**



**WESTERN AUSTRALIA'S
WILDFLOWER COUNTRY**

DISCLAIMER

INFORMATION FOR PUBLIC ATTENDING COUNCIL MEETINGS

PLEASE NOTE:

THE RECOMMENDATIONS CONTAINED IN THIS AGENDA ARE OFFICERS RECOMMENDATIONS ONLY AND SHOULD NOT BE ACTED UPON UNTIL COUNCIL HAS RESOLVED TO ADOPT THOSE RECOMMENDATIONS.

THE RESOLUTIONS OF COUNCIL SHOULD BE CONFIRMED BY PERUSING THE MINUTES OF THE COUNCIL MEETING AT WHICH THESE RECOMMENDATIONS WERE CONSIDERED.

MEMBERS OF THE PUBLIC SHOULD ALSO NOTE THAT THEY ACT AT THEIR OWN RISK IF THEY ENACT ANY RESOLUTION PRIOR TO RECEIVING AN OFFICIAL WRITTEN NOTIFICATION OF COUNCIL'S DECISION.

**CHRIS LINNELL
CHIEF EXECUTIVE OFFICER**

COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee to examine subjects and then report to Council.
3. Generally all meetings are open to the public, however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant or in common with a significant number of electors or ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Chairman of meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, ie seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration. The Agenda closes the Monday week prior to the Council Meeting (ie ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Morawa Shire offices seventy two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda.
9. Public Question Time – Statutory Provisions – Local Government Act 1995.
 1. Time is to be allocated for questions to be raised by members of the public and responded to at:
 - (a) Every ordinary meeting of a council; and
 - (b) Such other meetings of councils or committees as may be prescribed

Procedures and the minimum time to be allocated for the asking of and responding to questions raised by members of the public at council or committee meetings are to be in accordance with regulations.

9A. Question Time for the Public at Certain Meeting - s5.24 (1) (b)

Local Government (Administration) Regulations 1996

- Reg 5 For the purpose of section 5.24(1)(b), the meetings at which time is to be allocated for questions to be raised by members of the public and responded to are:
- (a) every special meeting of a council; and
 - (b) every meeting of a committee to which the local government has delegated a power or duty.

Minimum Question Time for the Public – s5.24 (2)

- Reg 6 (1) The minimum time to be allocated for the asking of and responding to questions raised by members of the public at ordinary meetings of councils and meetings referred to in regulation 5 is fifteen (15) minutes.
- (2) Once all the questions raised by members of the public have been asked and responded to at a meeting referred to in sub regulation (1), nothing in these regulations prevents the unused part of the minimum question time period from being used for other matters.

Procedures for Question Time for the Public – s5.24 (2)

Local Government (Administration) Regulations 1996

- Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:
- (a) by the person presiding at the meeting; or
 - (b) in the case where the majority of members of the council or committee present at the meeting disagree with the person presiding, by the majority of members,
- having regard to the requirements of sub regulations (2) and (3).
- (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by the council or the committee, as the case may be.
- (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask the question and receive a response.
- (4) Nothing in sub regulation (3) requires:
- (a) A council to answer a question that does not relate to a matter affecting the local government;
 - (b) A council at a special meeting to answer a question that does not relate to the purpose of the meeting; or
 - (c) A committee to answer a question that does not relate to a function of the committee.

10. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Morawa Shire Offices within ten (10) working days after the Meeting.

**DECLARATION OF
FINANCIAL INTEREST FORM**

TO: THE CHIEF EXECUTIVE OFFICER

AS REQUIRED BY SECTION 5.65 OF THE LOCAL GOVERNMENT ACT 1995,

I HEREBY DISCLOSE MY INTEREST IN THE FOLLOWING MATTERS OF

THE AGENDA PAPERS FOR THE COUNCIL MEETING DATED _____

AGENDA ITEM No.	SUBJECT	NATURE OF INTEREST	MINUTE No.

DISCLOSING PERSON'S NAME: _____

SIGNATURE: _____ DATE: _____

NOTES:

- For the purpose of the financial interest provisions you will be treated as having a financial Interest in a matter if either you, or a person with whom you are closely associated, have a Direct or indirect financial interest or a proximity interest in the matter.
NB: it is important to note that under the Act you are deemed to have a financial interest in a matter if a person with you are closely associated has financial interest or proximity interest. It is not necessary that there be a financial effect on you.
- This notice must be given to the Chief Executive Officer prior to the meeting.
- It is the responsibility of the individual Councillor or Committee Member to disclose a Financial interest. If in doubt, seek appropriate advice.
- A person who has disclosed an interest must not preside at the part of the meeting relating to The matter, or participate in, be present during any discussion or decision-making procedure relating to the matter unless allowed to do so under Section 5.68 or 5.69 of the Local Government Act 1995.

OFFICE USE ONLY:

- PARTICULARS OF DECLARATION GIVEN TO MEETING
- PARTICULARS RECORDED IN MINUTES
- PARTICULARS RECORDED IN REGISTER.

CHIEF EXECUTIVE OFFICER _____ DATED _____

SHIRE OF MORAWA
REQUEST FOR WORKS AND SERVICES

REPORT ON REQUESTS FOR WORKS AND SERVICES REQUIRING
ATTENTION BY THE CHIEF EXECUTIVE OFFICER OR DELEGATED TO
OTHER STAFF BY THE CHIEF EXECUTIVE OFFICER FOR ACTION.

*To the Chief Executive Officer,
I submit the following for consideration at the council meeting held*

On _____
Date

Chief Executive Officer

Received Date

Filed On: _____
Date

Item No:	Subject Matter	CEO Action
1.		
2.		
3.		
4.		
5.		
6.		

Councillors Name/Signature _____

Date: _____

OFFICE USE ONLY	TICK
1. Given to Chief Executive Officer	
2. Placed on Status/Information Report	
3. Action Recorded on Report	

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7.2.4 Economic Development Manager

Nil

7.2.5 Principal Works Supervisor

Nil

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1 Declaration of Opening

The Shire President to declare the meeting open at 5:30pm.

1.1 Recording of Those Present

Cr K J Chappel	President
Cr D B Collins	
Cr J M Coaker	
Cr D S Agar	
Cr K Stokes	
Mr C Linnell	Chief Executive Officer
Ms S Appleton	Executive Manager Development & Administration
Ms E Cuthbert	Economic Development Manager
Mr P Buist	Principal Works Manager
Mrs C Murphy	Senior Finance Manager
Mrs S Adams	Executive Assistant to CEO

1.2 Apologies

Apologies were received from Cr D S Carslake

1.3 Approved Leave of Absence

1.4 Welcoming of Visitors to the Meeting

1.5 Announcements by the Presiding Member without Discussion

2 Public Question Time

2.1 Response to previous public questions taken on notice

2.2 Public question time

3 Declaration of Interest

Members are to declare financial, proximity and indirect interests.

4 Confirmation of Minutes of Previous Meetings

4.1 Ordinary Council Meeting – 21 December 2017

5 Public Statements, Petitions, Presentations and Approved Deputations

6 Method of Dealing with Agenda Business

7 Reports

7.1 Reports from Committees

Nil

7.2 Reports from the Chief Executive Officer

7.2.2 Executive Manager Corporate & Community Services

7.2.3 Executive Manager Development & Administration

7.2.4 Economic Development Manager

Nil

7.2.5 Principal Works Manager

Nil

<i>Item No/ Subject:</i>	7.2.1.1 Renewal of Department of Transport Licencing Services Agreement DOT961817
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	10 January 2018 – Chris Linnell
<i>Responsible Officer:</i>	Chris Linnell – CEO
<i>Applicant/Proponent:</i>	Department of Transport
<i>File Number:</i>	CS.SPR.9
<i>Previous minute/s & Reference:</i>	

SUMMARY

The Department of Planning & Transport (DoT) has written to the Shire seeking a renewed contract for the provision of licensing services for the further term of five years – Attachments 1 and 2.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.1.1a DOT961817 Agreement for the Provision of Licensing Services in the Shire of Morawa in Terms of S11 of the Road Traffic (Administration) Act 2008

Attachment 2 – 7.2.1.1.b DOT961817 Agreement for the Provision of Non Road Law Functions in the Shire of Morawa

BACKGROUND INFORMATION

The Shire of Morawa currently has a contract with DoT for the provision of online licensing and registration of motor vehicles to the general public.

OFFICER'S COMMENT

Most local governments provide vehicle licensing services to their communities. This service has been in place for over 20 years formalised under the above mentioned contractual arrangements.

Regional town centres play an important customer service role in providing a means for the public to license motor vehicles – with Shires being the central agencies to fulfil this role under contractual arrangements with DoT.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Online Licencing Agency Commissions amounting to an average of \$17,369 pa (based on 2016/17 figures).

STRATEGIC IMPLICATIONS

Shire of Morawa - Strategic Community Plan
3.1.7 Continue to provide Police Licensing Services.

RISK MANAGEMENT

Nil

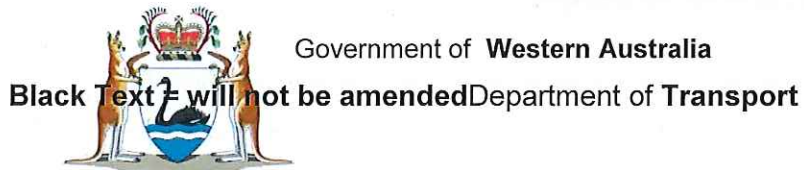
VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That with respect to the request to continue the provision of licensing services in the Shire of Morawa on behalf of the Department of Transport, Council:

1. Resolve that pursuant to section 9.49a of the Local Government Act 1995 to affix the common seal to the DOT961817 Agreement for the Provision of Licensing Services in the Shire of Morawa in Terms of S11 of the Road Traffic (Administration) Act 2008.
2. Resolve that pursuant to section 9.49a of the Local Government Act 1995 to affix the common seal to the DOT961817 Agreement for the Provision of Non Road Law Functions in the Shire of Morawa.



DOT961817 AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN SHIRE OF MORAWA IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

BETWEEN:

The Chief Executive Officer of the Department of Transport of 140 William St, Perth, Western Australia 6000 (**"the CEO"**)

AND:

The Shire of Morawa a body corporate with perpetual succession under the Local Government Act 1995 (**"the Agent"**)

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THIS AGREEMENT is made the _____ day of _____ 201_.

BETWEEN:

The Chief Executive Officer (CEO) of the Department of Transport, under the *Road Traffic (Administration Act) 2008*, of 140 William Street, Perth Western Australia 6000 (**the Principal**) and

Shire of Morawa (ABN 95 047 014 897), of Prater Street MORAWA WA 6623 (**the Agent**)

RECITALS

- A. Under section 11 of the Road Traffic (Administration) Act 2008, the CEO may enter into an agreement providing for the CEO's functions under a Road Law that are described in the agreement to be performed on behalf of the CEO.
- B. The CEO wishes to enter into an agreement for the performance of certain of his licensing functions under Road Laws described in this Agreement.
- C. The Agent is prepared to perform the licensing functions described in the Agreement on behalf of the CEO and the CEO is prepared to remunerate the Agent accordingly.
- D. The CEO and Agent have also separately entered into an agreement for the Agent to perform certain Non-Road Law Services. The Agent will be acting in accordance with the Business Rules and utilising the same information technology infrastructure, software applications and transactional arrangements for the performance of both the Road-Law and Non Road Law Services.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

Adjustment has the same meaning as in the *GST Act*.

Adjustment Note has the same meaning as in the *GST Act*.

Agent means the Party to this Agreement who is authorised by the CEO to perform the CEO's functions under section 11 of the Road Traffic (Administration) Act 2008 as set out in this Agreement.

Agent's Representative means the person(s) so identified in Schedule C to this Agreement, and includes any person(s) for the time being acting in the place of such a person.

Agreement means this Agreement between the Principal and the Agent for the supply of Services by the Agent and includes the schedules attached hereto.

Business Day means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

Business Rules means the rules set by the CEO from time to time regarding business processes, guidelines and policies including but not limited to instructions (known as Administrative Instruction's and Licensing Information's) which deal with amongst other things document handling, financial, banking and/or electronic operating procedures, developed by

the CEO to ensure the integrity of the Services provided; including but not limited to Schedule E.

Chief Executive Officer or CEO means the Chief Executive Officer as defined in the *Road Traffic (Administration) Act 2008* and is also known as the Director General.

Commission means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the *Schedule of Rates* at Schedule B to this Agreement.

Commissioner of Taxation means the person so appointed pursuant to section 4 of the *Taxation Administration Act 1953*.

Conditions means the terms and conditions set out in this Agreement.

Confidential Information means information in respect of the Agreement that:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Agreement to be confidential; or
- (c) the Principal or the Agent knows or reasonably ought to know is confidential.

Consumer Price Index means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

Copyright Act means the *Copyright Act 1968 (Cth)*.

CTT means the Computerised Theory Test that forms the part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Common Use Arrangement means common use procurement arrangements established by the Department of Finance for the use of State Government departments.

DAIP means the Disability Access and Inclusion Plan that must be prepared under the *Disability Services Act 1993*.

Database means the Principal's designated motor vehicle and driver licensing databases, including TRELIS.

Department means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with: (a) the administration of this Agreement; and / or

- (b) the provision of Licensing Services.

Direction includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal.

Employee means

- (a) Where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the Local Government Act 1995, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as

defined under the Public Sector Management Act 1994 or a clerk or servant as defined under section 1 of the Criminal Code Act 1913; and

- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

Error Rate means the percentage of errors made when determining compliance with KPI 1 in Schedule H.

Event of Default means the occurrence of any one of the following events:

- (a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or
- (b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
- (c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
- (d) a representation or warranty made by the Agent under the Agreement is or becomes untrue or is breached; or
- (e) an Insolvency Event occurs in respect of the Agent; or
- (f) the Agent ceases, or, in the reasonable opinion of the Principal will likely imminently cease, to carry on business; or
- (g) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal and the Principal has given its prior written consent; or
- (h) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
- (i) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or
- (j) any of the Agent's Personnel disclose the Principal's Confidential Information under Schedule D Confidential Information; or
- (k) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (l) where applicable, the Agent breaches its duty under the Local Government Act 1995; or
- (m) If the Agent also provides Non Road Law Services under a separate agreement to this Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

Graduated Driver Training and Licensing System means the system that allows new drivers to acquire their driver's licence by completing a number of assessments, including the CTT and HPT, and by gaining experience by driving under supervision in a wide range of conditions.

GST has the same meaning as in the *GST Act*.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

HPT means the Hazard Perception Test that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - i. is wound up or dissolved; or
 - ii. resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - iii. enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
 - i. takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - ii. stops or suspends payment of all, or a class of, its debts; or
 - iii. is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - a. insolvent or unable to pay its debts when they fall due; or
 - b. the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or

- iv. is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth); or
- v. ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade-marks and the right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights described in (a) above, but does not include Moral Rights.

Language Interpretation Facility means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

Logbook means the Logbook that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Moral Right has the same meaning as in the *Copyright Act*.

Non Road Law Services means transactions related to Maritime, WA Photo Card, Off Road Vehicles, and Driving Instructor and other services as detailed in a separate agreement.

Party means a party to this Agreement and Parties means both parties to this Agreement.

PCI DSS means the Payment Card Industry Data Security Standard being a baseline of technical and operational requirements designed to protect account data.

PC means personal computer and includes a central processing unit, monitor, mouse and keyboard.

Performance Measures means the criteria specified in Schedule H against which the Agent's delivery of Services will be measured.

Personnel means all Employees engaged in relation to the supply of the Services.

Physical stock means any items provided by the Principal to the Agent for the purpose of facilitating the Agent to undertake the Services, including but not limited to:

- (a) forms for completion by the Principal's Customers;
- (b) printer base stock;
- (c) vehicle licence plates;
- (d) 'P' plates
- (e) financial banking books;
- (f) Logbooks;
- (g) licensing publications and information material; and
- (h) any other stock as detailed by the Principal in Schedule M.

Premises means any premises listed in Schedule I which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

Principal means the CEO of the Department of Transport.

Principal's Customers means those persons who use the Services supplied by the Agent under the Agreement.

Principal's Property means all Records supplied for, or created by, the provision of the Services, all physical stock and equipment provided by the Principal.

Principal's Representative means the person(s) so identified at Schedule C to this Agreement, and includes any person(s) for the time being acting in the place of such a person.

Processing Errors has the meaning assigned in the *Service Specification* at Schedule A of this Agreement.

Recipient Created Tax Invoice has the same meaning as in the *GST Act*.

Records means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

Representative(s) means either or both the Agent's Representative or the Principal's Representative as the context requires.

Road Law means the Road Traffic Act 1974, the Road Traffic (Administration Act) 2008; the Road Traffic (Authorisation to Drive) Act 2008; the Road Traffic (Vehicles) Act 2012 and the Road Traffic (Vehicles) (Taxing) Act 2008.

Schedule of Rates means the Commission payable to the Agent for the performance of Services as detailed at Schedule B to this Agreement.

Services means the licensing functions described in the *Service Specification* at Schedule A to this Agreement, to be supplied by the Agent in accordance with this Agreement.

Specification means the specification of the Services described in the *Service Specification* at Schedule A to this Agreement.

State means the State of Western Australia.

State Records has the same meaning as in the *State Records Act 2000*.

Term means the period from the date of commencement provided in clause 2 to the date when the Agreement expires or terminates, and includes any extension agreed by the Parties in writing.

1.2. Interpretation

In the Agreement Documents, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;

- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to the Agreement or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Agent;
- (j) headings are included for convenience and do not affect the interpretation of this Agreement;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (t) a reference to a monetary amount means that amount in Australian currency.

2. TERM

2.1 This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule L for the term specified in Item 1 of Schedule L. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods up to the maximum period set out in Item 3 of Schedule L.

- 2.2 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

3. SUPPLY OF SERVICES

3.1. Supply of Services

The Agent must supply the Services on each Business Day during the Term in accordance with the Agreement.

3.2. Scope and Quality of Services

- (a) The Agent must supply the Services in accordance with the Specification.
- (b) The Services include any reasonable Direction given by the Principal in relation to performance of Services in this Agreement.
- (c) If no standards for the Services are specified in the Agreement, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.
- (d) The Agent must save and file all Business Rules, policies, guidelines, procedures Administrative Instruction's and Licensing Information's developed and distributed by the Principal so that they can be retrieved for ease of reference.
- (e) The Agent must observe, perform and comply with any Business Rules, policies, guidelines, procedures, Administrative Instruction's and Licensing Information's developed by the Principal to ensure the integrity of the Services provided.
- (f) The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under the Agreement.

3.3. Additional Work

If, at the written request of the Principal, the Agent performs work that is additional to the Services, then the Principal must pay the Agent for the additional work:

- (a) at the rate of a similar Service specified in the Schedule of Rates; or
- (b) if no rate is specified in the Schedule of Rates, at a rate agreed between the Principal and the Agent; or
- (c) if no rate is agreed under clause 3.3(a) or (b) within ten (10) Business Days from the date of the Principal's request, at the reasonable rate determined by the Principal.

3.4. Unsatisfactory Services

- (a) If any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal or the Principal's Customers.
- (b) If, on receipt of a notice under clause 3.4(a), the Agent considers that it has supplied the Services in accordance with this clause 3, then the Parties must attempt to resolve the dispute by following the dispute resolution process set out in clause 16.

3.5. Value for Money Policy

- (a) The Principal has access to State Government common use arrangements which provide for discounted rates for specified goods and services. Where it is deemed by the Principal that better value for money can be achieved through the use of such common use arrangements, the Agent must access such services. The Principal will be responsible for organising approvals for the Agent to access Common Use Arrangements (CUA).
- (b) Where the Principal has access to other service contracts the Agent must access and use such contracts as advised by the Principal.

4. COLLECTION OF REVENUE

4.1. Familiarity with Treasurer's Instructions and *Financial Management Act 2006*

It is the Agent's responsibility to ensure that they are familiar with, and knowledgeable on, the *Financial Management Act 2006* and Treasurer's Instructions relating to the collection and banking of public monies.

4.2. Forms of Payment

- (a) The Agent must accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules in Schedule E will apply.

4.3. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the Principal or the Principal's Customers for Services performed pursuant to this Agreement.

5. PAYMENT

5.1. Commissions Payable

Subject to the provisions of sub-clause 5.2, the Principal must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Rates, as certified by the Principal, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Principal.

5.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Principal will review the Commissions specified in the Schedule of Rates in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commission's payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Principal will forward the Agent a revised Schedule of Rates in accordance with clause (a) above no later than 30 Business Days after the Commission review date.

5.3. Invoices

- (a) The Principal will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Principal will issue a Transaction and Payment Summary Report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.
- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

5.4. Payment of Invoices

The Principal will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

5.5. Method of Payment

The Principal will directly credit Commissions payable to the Agent's nominated bank account.

5.6. No Obligation to Pay

The Principal has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with clause 3; and
- (b) the Principal is satisfied that no Event of Default has occurred.

5.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:
 - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;

- (ii) more than the amount that should have been paid, the Principal may:
 - a. debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
 - b. offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in sub-clause 5.7(a)(ii) a. or b., without receipt of an Adjustment Note from the Agent.

5.8. GST and other duties, taxes and charges

- (a) In this clause (5.8) the expressions '**consideration**', '**recipient**', '**supply**', '**tax invoice**' and '**taxable supply**' have the meanings given to those expressions in the *GST Act*.
- (b) All amounts in the Schedule of Rates are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 5.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.
- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

6. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

6.1. Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Principal, and the Principal has given prior written consent to the matter disclosed, the Agent warrants in favour of the Principal that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;

- (d) all information provided by the Agent to the Principal in connection with the Agreement is true and correct;
- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services have been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

6.2. General Warranties Made Continuously

The warranties made by the Agent under clause 6.1 are taken to be made continuously throughout the Term.

6.3. Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (e) securely return by the Principal's approved courier or representative all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

6.4. Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Principal has the benefit of those warranties.
- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with sub-clauses 6.4(a) or (b).

6.5. Conflict of Interest

6.5.1. Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:

- (a) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or
- (b) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.

6.5.2. If a conflict of interest arises in respect of the Agent or the Agent's Personnel, in respect of the supply of the Services under the Agreement, the Agent must:

- (a) promptly notify the Principal that the conflict has arisen and provide full details; and
- (b) take reasonable steps in consultation with the Principal to manage or resolve the conflict.

6.5.3 Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

6.6. Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the Disability Services Act 1993 (available at the Principal's website:
<http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>);
- (b) provide a report to the Principal prior to 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

7. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

7.1. Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (i) PC/s;
 - (ii) printer/s (excluding consumables); and
 - (iii) image capture unit.
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

7.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.

7.3. Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal, and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Subject to clause (a) above:
 - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agents risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agents data; and
 - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope or loss of data resulting in the installation of the additional hardware or software.
- (c) The Agent will uninstall any additional hardware or software that the Agent installs on a PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.

7.4. Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

7.5. Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule F.
- (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

7.6. Premises

The Agent will:

- (a) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (c) ensure security complies with any reasonable Direction given by the Principal;
- (d) do everything reasonably necessary to protect people and Property on the Premises, as they relate to the delivery of the Services; and
- (e) ensure compliance with Requirement 9 of the PCI DSS at Schedule J.

8. EXPENSES

8.1. Bank Fees and Charges

The Principal will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers.

8.2. Training

The Principal will reimburse the Agent for specified expenses incurred for Personnel attending the Principal's mandatory training in the Perth metropolitan area in accordance with this clause 8.2, being:

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (b) meal costs, to a maximum equal to the applicable meal allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (c) vehicle mileage costs only associated with travel to and from the Principal's training site, (not including personal use of the vehicle during the training course) to a maximum equal to the applicable vehicle mileage allowance specified in schedule F of the current West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*;
- (d) return economy airfares; and
- (e) subject to the Principal's approval, taxi/ride sharing fees incurred to and from the training only.

8.3. Telecommunications

The Principal will reimburse the Agent for specified telecommunications expenses, being:

- (a) charges incurred for one dedicated telecommunications line used solely for the purpose of providing a credit card payment facility, being:
 - (i) initial standard set-up costs of up to \$300; but
 - (ii) excluding any additional telecommunications infrastructure costs unless negotiated with the Principal prior to the commencement of Services; and
 - (iii) line rental.
- (b) charges incurred for any dedicated telecommunications line used solely for the purpose of dial-up network access to the Principal's Database on the basis of either:
 - (i) all STD call charges and line rental;
 - (ii) \$1.01 for each connection to the Principal's Database and line rental, whichever is the lesser; or
- (c) charges incurred for any telecommunications line used jointly for the purpose of dial-up network access to the Principal's Database and unrelated business of the Agent on the basis of either:
 - (i) STD call charges for each connection to the Principal's Database; or
 - (ii) \$1.01 for each connection to the Principal's Database, whichever is the lesser.

- (d) all charges incurred for the purpose of accessing the Principal's database through a specified dedicated ADSL Broadband connection.

8.4. Evidence

The Agent must submit a statement and supporting evidence to the Principal when claiming reimbursement for expenses specified in the Agreement as the responsibility of the Principal.

8.5. Reimbursement

The Principal will pay the Agent's claim for reimbursement within thirty (30) days from the date the claim in writing is received, if the amount claimed is:

- (a) properly payable;
- (b) correctly calculated in accordance with the Agreement; and
- (c) accompanied by sufficient supporting evidence.

9. PERSONNEL

9.1. General Provisions of the Agent's Personnel

- (a) All Personnel must be Employees of the Agent.
- (b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;
- (c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Principal's Database and Property and direct the Personnel to undertake immediate retraining.
- (d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.
- (e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.
- (f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to his other rights under the Agreement:
 - (i) refuse approval for the person to be appointed as Personnel; or
 - (ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,

as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.

- (g) The Agent and its Employees must not, during the Term, have any affiliations, associations, connections, or professional engagements with any companies, agencies, organisations, clubs, associations, or other business or charitable institutions which have

or have been found to have or proven to have any involvement in any disreputable, criminal or illegal business dealings or transactions.

- (h) The Principal will terminate this Agreement effective immediately, upon becoming aware of any such affiliations, associations, connections, or professional engagements referred to in 9.1 (g).
- (i) Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the Services of any Personnel.
- (j) The Agent must immediately comply with a request under 9.1 (i).
- (k) Where the Agent continues to engage or retains the engagement of Employees contrary to the provisions of this clause 9, in addition to any other rights and actions available to the Principal, the Principal may terminate this Agreement immediately without notice.
- (l) In addition to the provisions of clauses 9.1(d) to (f), the Principal may withhold approval for the appointment of a prospective Employee as Personnel or require the Agent to remove any Personnel from involvement with supplying the Services if the Principal reasonably believes that the prospective Employee or Personnel, as the case may be, is unsuitable.
- (m) In the event that the Principal withholds approval of a prospective Employee or requests removal of any Personnel, in accordance with clause 9.1(f) or 9.1(l), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.
- (n) In the event that any Personnel is required to be removed from supplying the Services pursuant to this clause 9.1, the Agent must at its own cost:
 - (i) ensure that the Personnel in question immediately ceases all involvement with the supply of the Services; and
 - (ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.
- (o) In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Personnel, it will immediately notify the Principal in writing.

9.2. Qualifications

- (a) The Agent must ensure that all Personnel are properly qualified and suitable for the tasks allocated to them and that Personnel conduct themselves in all circumstances and at all times, in a fit and proper manner.
- (b) The Agent must ensure that all Personnel:
 - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to supplying the Services;
 - (ii) undertake e-learning training as directed by the Principal;
 - (iii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
 - (iv) participate in a continuous education program relevant to the Services.

9.3. Use of Lobbyists

The Agent warrants and represents that none of its officers, employees, agents or subcontractors has employed, engaged or has otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in Public Sector Commissioner's Circular 2016 "Circular 2016") unless such person is duly registered as a Lobbyist in terms of Circular 2016 and that person has complied with his or her obligations under Circular 2016 as amended from time to time.

9.4. Awards, Workplace Agreements

The Agent must ensure that the remuneration and terms of employment of all Personnel for the duration of the Agreement are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

10. ACCESS AND CONFIDENTIALITY

10.1. Access and Records

(a) The Agent will allow the Principal:

- (i) reasonable access to inspect any Premises and equipment used or occupied in connection with this Agreement;
- (ii) reasonable access to all Records in the custody or control of the Agent; and
- (iii) to examine, audit, copy and use any Records in the custody or control of the Agent.

(b) The Agent will:

- (i) keep accurate, complete and current written Records in respect of the Agreement including maintaining adequate audit controls of finances and Services provided to the Principal related to the Agreement;
- (ii) comply with the directions of the Principal in relation to the keeping of Records whether those directions relate to the period before or after the expiry of the Term;
- (iii) keep all Records for at least seven (7) years after:
 - a. the expiry of the Term; or
 - b. termination of the Agreement, if the Agreement is terminated before the end of the Term; and
- (iv) do everything necessary to obtain any third party consents which are required to enable the Principal to have access to Records under this clause 10.1.

(c) This clause 10.1 survives expiration or termination of the Agreement.

10.2. Agreement Disclosure

The Agent acknowledges that:

- (a) the Agreement; and/or
- (b) information held or compiled by the Principal or the State of Western Australia in relation to the Agreement or the Services supplied under the Agreement,

may be subject to the *Freedom of Information Act 1992*, Parliamentary reporting requirements, other statutory reporting requirements and examination, and/or court orders.

10.3. Use of the Principal's Systems and Database

- (a) The Principal will, subject to availability, permit the Agent to access the Database for the purposes of and to the extent necessary for the Agent to meet its obligations under this Agreement.
- (b) The Principal will require all of the Agent's Personnel, who are to be granted access to the Database, to sign the Confidentiality Deed Poll (Schedule G) that will be issued at the time of the Personnel undertaking the mandatory training in the use of the Database or on demand by the Principal.
- (c) The Agent will:
 - (i) ensure all use of the Database is solely and exclusively for the purpose of supplying the Services;
 - (ii) comply with all data security requirements in respect of access to and use of data relevant to the Agreement, in addition to any statutory obligation relevant to data security;
 - (iii) prohibit and prevent any Employee(s) who has/have not been expressly approved to do so by the Principal from gaining access to the Database or any data relevant to the Agreement;
 - (iv) without limiting clause 10.3(c)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Database or any data relevant to the Agreement;
 - (v) prevent unauthorised and improper use of the Database;
 - (vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;
 - (vii) notify the Principal immediately and comply with all directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements; and
 - (viii) comply with any security instructions or guidelines issued by the Principal.
- (d) Personnel will not:
 - (i) divulge their authorised user identification to any other Personnel or person; or
 - (ii) while logged into the Principal's Database, allow any other Personnel or person to access the Principal's Database; or
 - (iii) leave the Principal's database unattended while they are logged in.
- (e) In the event of any occurrence described herein at clauses 10.3 (c) or (d) or any other use of the Database contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:
 - (i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 18 apply; and

- (ii) notify the Agent of the breach by notice in writing.
- (f) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(e)(ii) stating the reasons for such breach.
- (g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or Representatives.
- (h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

10.4. Confidentiality

- (a) The Agent will not use or disclose to any person the Principal's Confidential Information including but not limited to Schedule D, except:
 - (i) where necessary for the purpose of supplying the Services; or
 - (ii) as authorised in writing by the Principal; or
 - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause 10.4 by the Agent); or
 - (iv) as required by any law, judicial or parliamentary body or government agency; or
 - (v) when required (and only to the extent required) to the Agent's professional advisers, and the Agent must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Agent under this clause 10.4.
- (b) The Agent will provide a secure storage environment for all Confidential Information and institute and maintain an effective form of control of access to ensure that the Confidential Information is only accessible by Personnel authorised to undertake the Services, and occurs exclusively in the context of the provisions of the Services.
- (c) The Agent will restrict access to payment cardholder data by business need to know.
- (d) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Agreement.

10.5. Return of Confidential Information

The Agent will return all Records containing the Principal's Confidential Information immediately:

- (a) at the expiration or termination of the Agreement; or (b)
as scheduled by the Principal through Business Rules; or
- (c) on demand by the Principal.

10.6. Publicity

- (a) Unless the Principal gives its prior written consent, the Agent will not:
 - (i) use the Agreement or the Principal's name or logo;
 - (ii) use the name or logo of any person specified in the Agreement;

(iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Agreement; or

(iv) make any statement concerning the Agreement,

in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documents necessary under statutory reporting requirements.

(b) The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses the Agent's name or logo for such purposes, then the Principal must acknowledge the role of the Agent to the extent that is reasonable in the circumstances.

11. AUDITOR GENERAL

(a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.

(b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Principal Supplied Property and Intellectual Property Rights

The Principal is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software, logos and information concerning the Principal's Customers supplied by the Principal to the Agent to enable the Agent to supply the Services (**Principal Supplied Property**).

12.2. Agent Supplied Property and Intellectual Property Rights

The Agent is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software and logos, utilised by the Agent for, or in connection with, the provision of the Services under this Agreement, other than Principal Supplied Property (**Agent Supplied Property**).

12.3. Intellectual Property Rights in modifications, enhancements, adaptations and developments

Unless otherwise agreed by the parties in writing, the Principal will own all Intellectual Property Rights in any modification, enhancement, adaptation or development of any matter, thing or process utilised by the Agent (**other than Agent Supplied Property**) for, or in connection with, the provision of the Services under the Agreement, irrespective of whether such modification, enhancement, adaptation or development has arisen because of the provision of the Services to the Principal or otherwise.

12.4. Indemnity – Third Party Intellectual Property Rights

(a) A Party will indemnify the other Party and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities including legal costs and expenses as a result of any action, suit, claim, demand or proceeding taken or made by a third party (**Third Party Claim**) alleging that any Agent Supplied Property (with respect to Third Party Claims made against the Principal) or Principal Supplied Property (with respect to Third Party Claims made against the Agent) infringes the Intellectual Property Rights or the Moral Rights of that third party.

- (b) The obligations of the parties under this clause 12.4 are continuing obligations and survive expiration or termination of the Agreement.

13. INSURANCE

13.1. Insurance Requirements

- (c) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Agreement, for the benefit of the Parties named in the Agreement, including but not limited to:
 - (i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Agreement for an amount of not less than twenty million dollars (\$20,000,000) for any one occurrence and unlimited in the aggregate; and
 - (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than fifty million dollars (\$50 million) for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise with respect to an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*.
- (d) The Principal in specifying the types and levels of insurance coverage in the Agreement, incurs no responsibility or liability for the completeness of its list of insurances, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or exclusions of those insurances nor the manner or extent of the Principal's response to any loss, damage or liability.

13.2. Reputable and Solvent Insurer

Any policy of insurance taken out by the Agent with respect to the Agreement must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on business in Australia and is authorised in Australia to operate as an insurance company.

13.3. Maintenance of Insurance

The Agent will:

- (a) punctually pay all premiums and amounts necessary for effecting and keeping current the insurance required under clause 13.1;
- (b) not vary or cancel any insurance required under clause 13.1 or as otherwise required under the Agreement or allow it to lapse during the Term or otherwise do or allow to be done anything which may vitiate, invalidate, prejudice or render ineffective the insurance or entitle the insurer to refuse a claim; and
- (c) without limiting clause 13.3(b), promptly reinstate any insurance required under clause 13.1 if it lapses or if cover is exhausted or is or becomes ineffectual for any reason.

13.4. Evidence of Insurance

The Agent will give to the Principal sufficient evidence of the insurance required under clause 13.1 (including, if requested, a copy of any policy) and provide a certificate of currency of insurance as requested by the Principal at any time.

13.5. Failure to Prove Insurance

If the Agent does not comply with clauses 13.1, 13.2, 13.3 and 13.4, then without limiting any other remedy available to the Principal, the Principal may suspend or terminate the Agreement under clause 18.

13.6. Incidents and claims

- (a) If either Party becomes aware of any event or incident occurring which gives rise or is likely to give rise to a claim under any insurance required under clause 13.1, it must as soon as reasonably practicable notify the other Party in writing of that event or incident.
- (b) Failure to comply with this clause 13.6 shall not invalidate or otherwise affect the rights of the Principal, or the obligations of the Agent, under clause 14.

13.7. Continuing obligation

- (a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.
- (b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Agreement for so long as the obligations of the Agent under this clause 13.7 continue.

13.8. No Limitation of Other Liabilities

It is exclusively the Agent's responsibility to assess and consider the risks, types, extent and scope of insurance cover to accommodate all potential risks under this Agreement. Nothing in this clause 13, contained or implied, will relieve, release, reduce or limit the Agent's liabilities under the Agreement or restrict the Agent from insuring for sums or risks greater than those required under the Agreement.

14. INDEMNITY

- (a) The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
 - (i) any breach of an obligation under the Agreement by the Agent or any Employee; or
 - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
 - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- (b) The Agent's liability under the indemnity in clause 14 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.
- (c) The Principal agrees to use its best endeavours to cooperate with the Agent, at the Agent's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under clause 14 (a).

15. PERFORMANCE and COMPLIANCE MANAGEMENT

15.1. Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
 - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent;
 - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - a. the Processing Errors;
 - b. compliance with the Business Rules;
 - c. timeliness of transactions;
 - d. daily receipt by the Principal of transaction supporting documents;
 - e. Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
 - f. the Agent's performance generally.
- (b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 15.1; and
 - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (e) Notwithstanding the preceding provisions of this Clause 15.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

15.2. Performance and Compliance Review Meetings

- (a) Performance and/or compliance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance, compliance and other issues associated with the Services which may be identified through auditing, performance or compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.

- (c) The following Personnel are required to attend the performance and compliance reviews, as a minimum:
 - (i) the Principal's Representative; and
 - (ii) the Agent's Representative; or
 - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the performance or compliance review meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed pursuant to Clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Agreement.
- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take and the Agent will comply therewith.

16. DISPUTES

- (a) The Parties agree to use reasonable efforts to resolve by negotiation any problem relating to Services that arise between them under the Agreement
- (b) If a problem relating to Services arises, including a breach or an alleged breach, under the Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at an operational level, the Agent's Representative and the Principal's Representative will then arrange to meet and endeavour in good faith to agree upon a resolution.
- (c) Both Parties will continue to perform their obligations under the Agreement while negotiations under subclauses 16 (a) or (b) are exercised.

17. DEFAULT

Notwithstanding any other provisions of this Agreement, if an Event of Default occurs, the Principal will be entitled to:

- (a) suspend payment of all sums due or becoming due to the Agent under the Agreement until such failure is rectified; and
- (b) rectify such failure itself whether by use of the Principal's employees or other agents and the Principal shall be entitled to deduct the cost of such rectification from all sums due to the Agent under the Agreement.

18. SUSPENSION AND TERMINATION

18.1. Suspension and Termination

Notwithstanding any other provisions of this Agreement the Principal may at any time after an Event of Default occurs, by notice to the Agent:

- (a) suspend the Agent's access to the Database for a period not exceeding 3 months, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or
- (b) terminate the Agreement, either immediately or after the period of suspension referred to in sub-clause 18.1(a).

18.2. Ending of Suspension

- (a) The Principal may end the suspension at any time by written notice to the Agent.
- (b) At the end of the suspension, the Agent's access to the Database will be restored and therefore all rights and obligations of the Principal and the Agent under the Agreement recommence.

18.3. Consequences of Expiration or Termination

- (a) The expiration or termination of the Agreement does not affect any rights, liabilities or obligations of the Principal or the Agent as a result of anything occurring before the expiration or termination.
- (b) On expiration or termination of the Agreement, the Agent must as soon as practicable:
 - (i) deliver to the Principal all Records as required by the Principal;
 - (ii) cease all access by the Agent and the Agent's Personnel to the Database;
 - (iii) cease to provide the Services;
 - (iv) return all the Principal's Property including information technology hardware (excluding printers); and
 - (v) in every other respect cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of the Agreement.

18.4. Termination by Mutual Agreement

If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period agreed by the Agent and the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.

18.5. Limited Liability

Other than where the Principal has repudiated the Agreement or damages are not an appropriate remedy, if the Principal breaches the Agreement, then the remedies of the Agent are limited to damages.

19. REPRESENTATIVES OF THE PARTIES

- (a) Any person described in the Agreement as the Principal's Representative or the Agent's Representative may act as the Representative of the respective Party in relation to the Agreement.
- (b) The Representatives of the Parties must:
 - (i) be available at all reasonable times for consultation in connection with any matter arising under the Agreement; and
 - (ii) have the necessary authority to deal with those matters.
- (c) Either Party may at any time, by notice in writing to the other Party:
 - (i) vary or terminate the appointment of its Representative; or
 - (ii) appoint any other person to act as its Representative in relation to the Agreement.

20. NOTICE

Each notice or other communication given under the Agreement:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
 - (i) hand delivered; or
 - (ii) sent by prepaid post; or
 - (iii) sent by facsimile; or (iv) sent by email; to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 20(e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the fifth Business Day after posting;
 - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
 - (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

21. MISCELLANEOUS

21.1. Consent

Whenever the consent of the Principal is required under the Agreement:

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;
- (b) the Principal is not required to provide a reason or reasons for giving or refusing its consent; and
- (c) the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 21.1(a) shall constitute a breach of a term of this Agreement.

21.2. No Dealing or Subcontracting

The Agent must not:

- (a) sell, transfer, assign, novate, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under the Agreement; or
- (b) subcontract any of its rights or obligations under the Agreement.

21.3. Further Assurance

The Principal and the Agent must do everything reasonably necessary, including signing further documents if appropriate, to give full effect to the Agreement.

21.4. Relationships – No Partnership

- (a) The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- (b) The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- (c) The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

21.5. Rights and Remedies

The rights, powers and remedies in the Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

21.6. Right of Set Off

The Principal may set off or deduct any amount claimed by the Principal, including any amount claimed under the indemnity in clause 14, from any amount owing by the Principal to the Agent on any account under the Agreement.

21.7. Entire Agreement

The Agreement supersedes all prior negotiations, understandings and agreements between the Principal and the Agent relating to the matters covered by the Agreement and constitutes the full and complete agreement between the Principal and the Agent relating to the matters covered by the Agreement.

21.8. Variations

- (a) Subject to 21.8(b) below, the Agreement may only be varied in writing by mutual agreement of the Parties.
- (b) The Schedules B, C, E, F, I, J and M may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule K.

21.9. Waiver

- (a) Any waiver by the Principal or the Agent must be in writing and signed by the Party waiving the right.
- (b) Any waiver by the Principal or the Agent does not affect its rights in respect of any other breach of the Agreement by another party.
- (c) Subject to clause 21.9(a), any failure by the Principal or the Agent to enforce any right under the Agreement must not be construed as a waiver of their respective rights under the Agreement.

Executed as an Agreement on the date written at the beginning of this document:

THE CEO, DEPARTMENT OF TRANSPORT, (ABN 27 285 643 255) PURSUANT TO THE POWERS OF THE CEO UNDER SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Name of Delegate (please print)

Name of Witness (please print)

Signature

Signature

Executed for and on behalf of the Shire of Morawa, a body corporate under section 2.5 of the *Local Government Act 1995* by

Shire President (Please Print)

Name of Chief Executive Officer
(Please Print)

Signature

Signature

Or

The COMMON SEAL of the)
Shire of Morawa)
Was hereunto affixed by)
Authority of a resolution of the)
Council in the presence of)

Affix Common Seal

Shire President (Please Print)

Name of Chief Executive Officer
(Please Print)

Signature

Signature

SCHEDULE A: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

Online means the telecommunications link and associated computer hardware and software that enables the Agent to access the Principal's Database and process licensing transactions directly onto the Database.

Processing Errors means the errors which occur in the course of performing the Services, including but not limited to, errors in:

- (a) information entered onto the Database;
- (b) providing receipts;
- (c) providing the correct Vehicle Number Plate;
- (d) payment processing accuracy, including as to amounts levied and records made; and
- (e) customer identification verification and management.

Transport Service Centre means any of the Department's regional and metropolitan locations which are responsible for provision of auditing and support for their designated Agents.

2. SCOPE OF SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions Online for the Principal's Customers.

3. TRANSACTION PROCESSING REQUIREMENTS

- (a) The Agent will perform the following functions as part of the Service:
 - (i) perform all of the Services listed under 'Transaction Type' in the Schedule of Rates at Schedule B to this Agreement;
 - (ii) create and update records for the Principal's Customers on the Database as required;
 - (iii) collect the Principal's revenue;
 - (iv) produce receipts for every payment accepted by the Agent;
 - (v) provide assistance to the Principal's Customers to facilitate transactions; and
 - (vi) perform any other necessary and reasonable activities required to undertake the Services.
- (b) The Agent will accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express), debit cards, cheque and money order.

4. DIRECT DEBIT

The Agent will:

SCHEDULE A: SERVICE SPECIFICATION

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 - (iii) collect the Principal's revenue;
 - (iv) produce receipts for every payment accepted by the Agent;
 - (v) provide assistance to the Principal's Customers to facilitate transactions; and
 - (vi) perform any other necessary and reasonable activities required to undertake the Services.
- (b) The Agent will accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express), debit cards, cheque and money order.

4. DIRECT DEBIT

The Agent will:

- (a) use its own EFTPOS terminal and funds will be banked directly into the Agents nominated bank account.
- (b) bank on a daily basis revenue collected (cash/cheques/money orders) into the Agents nominated bank account.
- (c) prior to the commencement of Service provide the Principal with a Direct Debit Request and the Principal will debit the Agents bank account two business days after collection to the value of transactions processed on the TRELIS database. Note: the Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

- (a) issue to the customer the Physical Stock that meets the information, process, policy and legislative requirements of specific customer transactions;
- (b) implement inventory controls and ordering processes to ensure sufficient stocks of all categories of Physical Stock are maintained to fulfil the Agent's requirements to the Principal's satisfaction; and
- (c) ensure and account for the physical security of Physical Stock.

6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

- (a) balance remittance collections daily;
- (b) reconcile licensing transactions on the Database no later than 5.30 pm on the day of the transaction, or as otherwise directed by the Principal;
- (c) produce daily transaction audit reports;
- (d) record the corresponding vehicle licence number or driver's licence number, where payment is made by cheque, on the cheque;
- (e) dispatch transaction supporting documentation and daily transaction audit reports to the Agent's designated Transport Service Centre, on a daily basis; and
- (f) maintain a full audit trail to ensure that all transactions processed are easily traceable and identifiable.

7. TIMELINESS OF SERVICE

(a) The Agent must:

- (i) process all in-person monetary and non-monetary transactions onto the Database at the point of transaction;

- (ii) process all monetary and non-monetary transactions, required by documentation and other information received in the mail, onto the Database no later than the next Business Day; and
 - (iii) forward all required documentation and receipts as scheduled by the Principal to the designated Transport Service Centre or as directed by the Principal.
- (b) In the event of the Agent's computer equipment failing or non-availability of the telecommunication link with the Database, the Agent must:
 - (i) manually process all transactions and receipts as instructed by the Principal; and
 - (ii) dispatch all documentation for manually processed transactions to the Agent's designated Transport Service Centre for re-processing onto the Database daily; or
 - (iii) if unable to process transactions manually, the Principal shall provide written instruction to the Agent who will then provide advice to the Principal's Customers of the nearest available Transport Services Centre or alternate Agent of the Principal and any other specified information as required to minimise inconvenience to the Principal's Customers.
- (c) For the purposes of clause 7(b) in this Schedule A, non-availability of the telecommunication link, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.
- (d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

8. QUALITY OF SERVICE

In addition to the provisions of clause 3.2 of this Agreement, the Agent must:

- (a) perform all transactions in accordance with the Business Rules; and
- (b) perform the Services while adhering to the Performance Measures set by the Principal in a manner that will not cause increased costs, delay or undue impact to the Principal or the Principal's Customers.

9. AUDITING BY TRANSPORT SERVICE CENTRES

The Principal may alter the designated Transport Service Centre for an Agent or specify an alternate location by notice to the Agent of no less than ten (10) Business Days.

10. PRACTICAL DRIVING ASSESSMENTS

- (a) The Agent agrees to provide a meeting point for the provision of practical driving assessments by the Principal's staff or contractors and agrees to the Agents staff conducting a proof of identity verification (POI) upon the arrival of applicants for a Practical Driving Assessment (PDA).
- (b) The Principal's staff as a part of the proof of identity process are to endorse the PDA scoresheet that the applicants POI has been verified prior to the PDA taking place. The PDA scoresheet is to be endorsed 'POI sighted' and the signature of the Principals' staff member sighting the documents is also to be made on the scoresheet.
- (c) The meeting point may be the Agent's Premises or a point agreed by the Parties.
- (d) The provision of a meeting point may include:

- (i) A driving assessor parking on the Premises;
- (ii) The Principal's clients, who will undergo a driving assessment, parking on the Agent's Premises; and
- (iii) Minimal use of the Agent's office facilities.

The Agent agrees to use the Practical Driving Assessment booking system as contained within the Principal's Database.

11. HAZARD PERCEPTION TEST (HPT) AND COMPUTER THEORY TEST (CTT)

The Agent agrees to make available a suitable area for computer testing that provides the following:

- (a) visibility to staff to deter cheating and is situated away from main public areas to allow protection from distractions; or
- (b) other appropriate arrangement as agreed by the Principal.

SCHEDULE B: SCHEDULE OF RATES

SOUTHERN REGION COMMISSION SCHEDULE 1: 1 JANUARY 2018

This Schedule 1 relates to Commission payment category rates for processing licensing cash receipts and non-cash information data input (includes non-transaction allowance and credit card merchant fees).

Commission Payment Category Rates

Scale of Fees for On-line Processing - Monetary Transactions:

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category 1	0 – 3.5 minutes	\$10.00	\$7.22
Category 2	3.6 – 5.5 minutes	\$12.92	\$9.13
Category 3	5.6 – 8.5 minutes	\$16.19	\$11.26
Category 4	8.6 – 10.5 minutes	\$19.45	\$13.42
Category 5	10.6 – 14.5 minutes	\$23.36	\$15.98
Category 6	14.6 – 20.5 minutes	\$29.90	\$20.23
Category 7	20.6 – 29.5 minutes	\$39.63	\$26.67
Category 8	29.6 – 35.5 minutes	\$49.45	\$33.06

Scale of Fees for On-line Processing - Non Monetary Transactions:

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category – updates		\$3.36	\$3.36
Category 9	0 - 3.5 minutes	\$6.68	\$5.05
Category 10	3.6 - 5.5 minutes	\$9.64	\$6.94
Category 11	5.6 - 8.5 minutes	\$12.82	\$9.06
Category 12	8.6 - 10.5 minutes	\$16.07	\$11.19
Category 13	10.6 - 14.5 minutes	\$19.98	\$13.73
Category 14	14.6 - 20.5 minutes	\$26.44	\$18.00
Category 15	20.6 - 29.5 minutes	\$36.15	\$24.39
Category 16	29.6 - 35.5 minutes	\$45.86	\$30.77
Category 17	45.0 - 50.0 minutes	TBD	TBD
Category 18	120.0 - 125.0 minutes	TBD	TBD

SOUTHERN REGION COMMISSION SCHEDULE 2: 1 JANUARY 2018

Southern Commission Payment Rates for Individual Licensing Transactions

This Schedule 2 relates to Commission payment rates for individual licensing transactions processed including cash receipts and non-cash information data input (includes non-transaction allowance and credit card merchant fees).

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Vehicle Renewals					
Straight Renewal	2	M	1	\$10.00	\$7.22
Renewal - with concession update	3	M	1	\$10.00	\$7.22
Renewal - with change of address	2.5	M	1	\$10.00	\$7.22
Renewal - with change of name	2.5	M	1	\$10.00	\$7.22
Renewal - with inspection form (details to be checked)	3	M	1	\$10.00	\$7.22
Renewal - with change of plate	3	M	1	\$10.00	\$7.22
Renewal - to uniform date	2	M	1	\$10.00	\$7.22
Renewal - with transfer infringement	2.5	M	1	\$10.00	\$7.22
Renewal - with plate infringement	2.5	M	1	\$10.00	\$7.22
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	\$10.00	\$7.22
Renewal - with multiple updates	3	M	1	\$10.00	\$7.22
Heavy vehicles - renewal	2	M	1	\$10.00	\$7.22
Heavy vehicles - change of nominated use	2	M	1	\$10.00	\$7.22
Heavy vehicles - change of concession	2	M	1	\$10.00	\$7.22
Heavy vehicles - fixed nominated use advice	2	NM	update	\$3.36	\$3.36
Duplicate copy of licence papers	2	M	1	\$10.00	\$7.22
Renewal and change of address with no payment	1.75	NM	9	\$6.68	\$5.05
Change of Plates					
Straight change of plate	2	M	1	\$10.00	\$7.22
Lost or stolen plate change (statutory declaration)	2	M	1	\$10.00	\$7.22
Retained plate (to be issued at a later date)	2	M	1	\$10.00	\$7.22
Change plate for original issue of personalised, special series or remake	2	M	1	\$10.00	\$7.22
Variation to Vehicle Details					
Change of colour, model, engine number (no fee adjustment)	2	NM	9	\$6.68	\$5.05
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$10.00 or \$6.68	\$7.22 or \$5.05
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.00 or \$6.68	\$7.22 or \$5.05
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.00 or \$6.68	\$7.22 or \$5.05
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.00 or \$6.68	\$7.22 or \$5.05
Vehicle Updates					

Add condition	2	NM	9	\$6.68	\$5.05
Delete condition	2	NM	9	\$6.68	\$5.05
Add concession	2	NM	9	\$6.68	\$5.05
Delete concession	2	NM	9	\$6.68	\$5.05
New Registration					
Basic new registration	5	M	2	\$12.92	\$9.13

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
New registration with concession/condition update	5	M	2	\$12.92	\$9.13
New registration for heavy vehicle	6	M	3	\$16.19	\$11.26
Plate Receipts					
Eastern State plate return	2	NM	9	\$6.68	\$5.05
Western Australian plate return - no refund	2	NM	9	\$6.68	\$5.05
Western Australian plate return - refund	2.5	NM	9	\$6.68	\$5.05
Plate infringements	2	NM	9	\$6.68	\$5.05
Transfers					
Transfer details update (multi notification)	0.75	NM	update	\$3.36	\$3.36
Transfer update and payment	2.5	M	1	\$10.00	\$7.22
Transfer update, transfer payment and adjustment payment	3	M	1	\$10.00	\$7.22
Transfer update, transfer, adjustment and renewal payment	4	M	2	\$12.92	\$9.13
Transfer update, transfer, payment and infringement payment	3	M	1	\$10.00	\$7.22
Transfer update, concession update and transfer payment	2.5	M	1	\$10.00	\$7.22
Transfer update, transfer and renewal payment	3	M	1	\$10.00	\$7.22
Deceased estate transfer update and payment	2.5	M	1	\$10.00	\$7.22
Divorce settlement transfer update and payment	2.5	M	1	\$10.00	\$7.22
First and Final demand letter payment	1.5	M	1	\$10.00	\$7.22
Transfer infringement payment	1.5	M	1	\$10.00	\$7.22
Eastern States Registration with no inspection required	5	NM	11	\$12.82	\$9.06
Dealer Acquisitions					
One to five in one transaction	2	M	1	\$10.00	\$7.22
Adjustment Payment					
System generated notification	2	M	1	\$10.00	\$7.22
Created by update or variation plus update time	2	M	1	\$10.00	\$7.22
Driver Renewal					
Renewal with photograph	2	M	1	\$10.00	\$7.22
Renewal without photograph (data card still requires photographing)	2	M	1	\$10.00	\$7.22

Renewal with concession application	2	M	1	\$10.00	\$7.22
Renewal with concession deleted	2.5	M	1	\$10.00	\$7.22
Renewal with change of address	2.5	M	1	\$10.00	\$7.22
Change of name or date of birth	2.5	M	1	\$10.00	\$7.22
Renewal without payment	1.5	NM	9	\$6.68	\$5.05
Renewal and change of address without payment	2	NM	9	\$6.68	\$5.05
Duplicate copy of licence	2	M	1	\$10.00	\$7.22
Certified copy of licence	2	NM	9	\$6.68	\$5.05
Change of Address (multi advice)					
Motor driver licence	0.5	NM	update	\$3.36	\$3.36
Motor vehicle registration	0.5	NM	update	\$3.36	\$3.36
Special Plate Applications					
Personalised plates	2	M	1	\$10.00	\$7.22
Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Sporting plates	2.5	M	1	\$10.00	\$7.22
Local Authority	2.5	M	1	\$10.00	\$7.22
Special Series	2.5	M	1	\$10.00	\$7.22
Plate Remake Applications	2	M	1	\$10.00	\$7.22
Special Plate Transfers	2	M	1	\$10.00	\$7.22
Temporary Permits	3	M	1	\$10.00	\$7.22
Suspense Receipts	2	M	1	\$10.00	\$7.22
Vehicle Modification Permit	2	M	1	\$10.00	\$7.22
Dishonoured cheque payments	2	M	1	\$10.00	\$7.22
Instructors Fees	2	M	1	\$10.00	\$7.22
Original Driver Licence					
New application and application fee payment	5	M	2	\$12.92	\$9.13
Issue of Learners Permit	1.5	M	1	\$10.00	\$7.22
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	\$19.98	\$13.73
Practical test update and renewal or duplicate	2	M	1	\$10.00	\$7.22
Transfer application, application fee and renewal payment	6	M	3	\$16.19	\$11.26
Additional class updates and application fee payment	4	M	2	\$12.92	\$9.13
Additional class learner permit	1.5	NM	9	\$6.68	\$5.05
Extra practical test payment	2	M	1	\$10.00	\$7.22
Extraordinary licence - original application	7	M	3	\$16.19	\$11.26
Extraordinary licence - renewal	2	M	1	\$10.00	\$7.22
Reissue of lapsed licence and payment of renewal	4	M	2	\$12.92	\$9.13
Issue of Medical Assessment	3	NM	9	\$6.68	\$5.05

Conducting Computerised Theory Test (CTT) - General	15	M	MDL	\$24.99	No volume rate is applicable and the four transactions will be processed as separate MDL Commission payment
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	\$17.22	
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	\$17.22	
Practical test - light vehicle	50	NM	17	TBD	TBD
Practical test - heavy vehicle	125	NM	18	TBD	TBD
Conducting Hazard Perception Test (HPT)	17	M	6	\$29.90	\$20.23
Practical Test update pass - issue Phase II permit and Log Book	3	M	1	\$10.00	\$7.22
Phase II application fee payment	3	M	1	\$10.00	\$7.22
Supplementary Phase II application fee payment	3	M	1	\$10.00	\$7.22
Verify Log Book details and update Licence record	5	NM	10	\$9.64	\$6.94
Issue replacement Log Book	3	NM	9	\$6.68	\$5.05
Service of Demerit Point Suspension	5	NM	10	\$9.64	\$6.94
Processing of good behaviour period elections	5	NM	10	\$9.64	\$6.94
Service of breach notices for good behaviour period	5	NM	10	\$9.64	\$6.94

SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
- (i) Director Commercial and Partnerships; or
 - (ii) Assistant Director Commercial Management, or
 - (iii) Manager Statutory Agency Agreements; or
 - (iv) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (v) the person acting in the office that substitutes for any of the above-described offices; or
 - (vi) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:
- Manager, Statutory Agency Agreements,
Commercial and Partnerships
Department of Transport
GPO Box R1290
Perth WA 6844

Telephone: 08 6551 6378

Facsimile: 08 6551 7022

Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) CEO.
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule C are authorised to issue notices under the Agreement.

SCHEDULE D: CONFIDENTIAL INFORMATION

1. PRINCIPAL'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Principal to the Agent, the Principal's Confidential Information includes:

- (a) all information provided to the Agent from and relating to the Database or which can be accessed or extracted from the Database or other similar system, including information relating to the Principal's Customers or data provided to the Agent for the purposes of supplying the Services under this Agreement;
- (b) any other data or information which is provided to the Agent by the Principal or by the Principal's Customers or potential customers in the course of performing this Agreement;
- (c) any internal Department of Transport (Transport) information (including Departmental procedures, policies and instructions or similar documents or material) that the Agent may have, or has come to have, access to in the course of performing this Agreement;
- (d) computer programs, information about the Principal's Customers or potential customers or details of the Principal's methods of operation;
- (e) information comprised in, or relating to, any Intellectual Property of the Principal;
- (f) information relating to the internal management or structure of the Principal, or the personnel, policies and strategies of the Principal;
- (g) information of the Principal that has actual, or potential, commercial value to the Principal or to any person or corporation which has supplied that information;
- (h) information relating to the policies, strategies, practices and procedures of the Government of Western Australia or any information in the Agent's possession arising out of this Agreement relating to the Western Australian Public Service;

- (i) information in the Agent's possession relating to the Principal's suppliers, or like information;
- (j) information relating to the financial position or reputation of the Principal and/or the Department including information relating to assets and liabilities; and
- (k) information which is commercially sensitive or personal.

1.1. Confidentiality Deed Poll

The Agent's Personnel shall be required to sign a Confidentiality Deed Poll. These Confidentiality Deed Polls must be executed by the Agent's Personnel and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Personnel.

2. AGENT'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Agent to the Principal, the Agent's Confidential Information includes:

- (a) information relating to the financial position or reputation of the Agent including information relating to banking details and assets and liabilities.

SCHEDULE E: BUSINESS RULES

1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

The Agent must observe, perform and comply with Business Rules including, but not limited to:

- (a) Licensing Information documents issued by the Principal;
- (b) Administration Instructions issued by the Principal;
- (c) Reasonable directives or advices issued via writing by the Principal;
- (d) Financial Business Rules issued by the Principal. Financial Business Rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and
- (e) Other policies and procedures issued by the Principal.

SCHEDULE F: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent's Personnel are to contact Transport's Customer Service Phone-Support only.</p> <p>Please do not contact the Business Information Systems (BIS) <i>Helpdesk (Helpdesk)</i> directly.</p> <p style="text-align: right;">1800 354 928 Phonesupport@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent's Personnel must provide details of the faulty equipment including the LF number (yellow sticker) and DP number (white sticker) and details of the problem. Customer Service Phone-Support will log the incident with Helpdesk.</p> <p>**Please Note** When logging an issue, the Agent will be provided a <u>job/incident number</u> which will need to be reference for any subsequent enquiries. Always record this number.</p>
Courier	Transport's Customer Phone-Support or BIS Helpdesk will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 18 85. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to Department of Transport BIS. 2 Tassel Place, Osborne Park, WA 6018.</p>
Repair and/or Replacement	The Department of Transport will organise the repair and/or replacement of the equipment item.
Return Courier	BIS. will arrange for the equipment item to be returned by courier to the Agent.
Follow Up	If the Service Staff require any follow-up assistance, Transport's Customer Service Phone-Support can be contacted for further instruction. Please quote the job/incident number.
Escalation	If the Agent site experiences any delay or has any unresolved issues, an email should be sent to phonesupport@transport.wa.gov.au with all details, including the job/incident number. Attention to: Customer Service Phone Support Manager.

SCHEDULE G: AGENT'S EMPLOYEE CONFIDENTIALITY DEED POLL

CONFIDENTIALITY DEED POLL
ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD TRAFFIC ACT 1974

1. PRINCIPAL'S PARTICULARS

Name	The CEO, Department of Transport
ABN	27 285 643 255

Address	140 William Street, Perth, Western Australia 6000		
Contact	Access Management	Email	access.management@transport.wa.gov.au
Phone	6551 6881	Fax	9227 3416

2. AGENT'S EMPLOYEE'S PARTICULARS

Name			
Address			
Contact			
Phone			Email

3. SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions on-line for the Principal's Customers including:

- creating and updating records for the Principal's Customers on the Database as required;
- collecting the Principal's revenue;
- producing receipts for every payment accepted by the Agent;
- providing assistance to the Principal's Customers to facilitate transactions;
- providing HPT/CTT testing facilities; and
- performing any other necessary and reasonable activities required to undertake the Services.

4. BACKGROUND

- The Principal is responsible for the administration of the licensing provisions of the *Road Traffic Act 1974*.
- Section 11 of the *Road Traffic (Administration) Act 2008* empowers the Principal to enter into agreements for the performance of the Principal's functions under that Act.
- The Services are some of the functions of the Principal under the *Road Traffic Act 1974*.
- The Principal has entered into an Agreement with the Agent for the Agent to supply Services to the Principal's Customers.
- In order to be able to carry out the Services, the Agent's Personnel will require access to Confidential Information and the Principal has agreed to disclose Confidential Information to the Agent's Personnel on the strict understanding that the Confidential Information is provided solely to enable the Agent's Personnel to carry out the Services.
- This Confidentiality Deed Poll must be executed by the Agent's Employees and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Employees.

5. THE AGENT'S EMPLOYEE AGREES:

In consideration of, amongst other things, being granted access to the Confidential Information on the terms contained in this deed, the Agent's Employee undertakes and agrees that he is subject to the following obligations:

6. DEFINITIONS AND INTERPRETATION

In this deed:

Agent means Shire of Morawa – ABN 95 047 014 897

Agent's Employee means a person who supplies Services to the Principal's Customers under the Agreement made between the Principal and the Agent.

Confidential Information includes but is not limited to:

- (a) information regarding personal details of the Principal's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the Principal's Customers;
- (b) details of the vehicle number plates associated with the Principal's Customers;
- (c) any information which pertains to the conduct of the Principal's business which is not public knowledge or which is not publicly available;
- (d) information regarding business or system processes that the Agent's Employee has obtained, or which may be provided by the Principal, whether directly or indirectly;
- (e) information relating to the internal management and structure of the Principal, or the personnel, policies and strategies of the Principal;
- (f) policies, strategies, practices and procedures of the Principal and any sensitive information which the Agent's Employee may come to obtain or have access to relating to the Western Australian Public Service;
- (g) information which the Agent's Employee may come to obtain or have access to relating to the Principal, the Principal's Customer or suppliers, and like information; and
- (h) information which is commercially sensitive information or Personal Information, but does not include Excepted Information.

Excepted Information means information which:

- (a) is available or becomes available in the public domain other than by breach of this deed;
- (b) is known to the Agent's Employee before receiving it from the Principal and is not subject to an existing obligation of confidence between the parties;
- (c) is provided to the Agent's Employee by a third party whose use and disclosure of the information is not subject to any restrictions

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

Principal's Customers means those persons who use the Services supplied by the Agent under an Agreement made between the Principal and the Agent.

Services means the services listed in the box headed "Services" on the front page of this deed.

A reference to a gender includes other genders.

7. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

7.1. Use of Confidential Information

The Agent's Employee agrees that, in consideration of the Principal disclosing Confidential Information to him, he will:

- (a) keep the Confidential Information secret and confidential;

- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (d) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
 - (i) keeping the Confidential Information within his possession confidential;
 - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
 - (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
 - (iv) protecting the Confidential Information from unauthorised access, disclosure or use in breach of this deed;
- (e) co-operate with the Principal if the Principal commences proceedings in respect of the unauthorised access, use, copying or disclosure of Confidential Information; and
- (f) immediately notify the Principal if he becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7.

7.2. Return of Confidential Information

The Agent's Employee acknowledges and agrees that:

- (a) immediately on request, he must deliver up to the Principal and cease to access and use all Confidential Information, including any copies of the Confidential Information (stored in any medium) which is in his possession as soon as practicable after the date when the Agent completes the Services or the relevant part of the Services; and
- (b) the return of Confidential Information does not release him from his other obligations under this deed.

7.3. Acknowledgments

The Agent's Employee acknowledges and agrees that:

- (a) the Confidential Information provided by the Principal is secret and confidential;
- (b) the Confidential Information is the property of the Principal, and this deed does not convey any proprietary interest in the Confidential Information to him;
- (c) he is liable to the Principal for any unauthorised access, use or disclosure of the Principal's Confidential Information by him or by any third party as a result of his act or neglect to act;
- (d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Principal; and
- (e) damages may not be a sufficient remedy for the Principal for any breach of this deed and the Principal may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by him in addition to any other remedies available to the Principal.

8. CRIMINAL CODE, ROAD TRAFFIC ACT AND STATE RECORDS ACT

The Agent's Employee acknowledges and agrees that:

- (a) as a 'government contractor', the contractor is under a duty not to make an 'unauthorised disclosure' (as those terms in italics are defined in section 81 of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 3 years imprisonment;
- (b) the contractor is under a duty not to unlawfully use a 'restricted access computer system' (as that term in italics is defined in section 440A of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 10 years imprisonment;
- (c) the contractor is under a duty not to, directly or indirectly, record, disclose or make use of information obtained while carrying out the Services except for those purposes set out in 103 (1) (a) to (d) and (2) of the Road Traffic Act 1974 - Penalty: a fine of 100 PU or imprisonment for 12 months; and
- (d) the contractor is employed by the Agent who is engaged under an Agreement for services by the State Government to carry out the Services and that he comes within the definition of 'government organization employee' (as that term in italics is defined in section 3 of the State Records Act 2000) and that he may be subject to a maximum penalty of \$10,000 if found guilty of an offence under section 78 (1) to (5) of the State Records Act 2000.

9. SURVIVAL OF THE OBLIGATIONS

The obligations of the Agent's Employee under this deed commence on the date of this deed and will survive and will continue in force until the Principal releases him from his obligations by means of a written release.

10. GOVERNING LAW

This deed is governed by the laws of the State of Western Australia and the Agent's Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

IMPORTANT - THIS DOCUMENT HAS LEGAL IMPLICATIONS AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING IT

EXECUTED AS A DEED POLL ON THE

DAY OF

201_

SIGNED and DELIVERED)

by.....)(Signature and job title)

the Agent's Employee in

the presence of:

Signature of witness:.....

Full name of witness
(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

Address of witness:.....

SCHEDULE H: PERFORMANCE MEASURES

No.		Qualitative Matrix
1	Daily Audit	<p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Services Centre (TSC) office for audit. All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The allocated site for the Agent is Geraldton</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to the Geraldton within seven (7) Business Days.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) business days of this notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements <p>Department of Transport GPO R1290 Perth WA 6844</p>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Assistant Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> 1. Manager Statutory Agency Agreements 2. Assistant Director Commercial Management 3. Director Commercial & Partnerships <p>The Director Commercial & Partnerships is the final escalation level.</p>

SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

Morawa

Address	26 Winfield Street, MORAWA, WA 6623		
Contact	CEO	Email	ceo@morawa.wa.gov.au
Phone	9971 1204	Fax	

SCHEDULE J: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

OVERVIEW -The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to **all** entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to **all** other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD). More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update antivirus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel

SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.:

Title: **<Provision of Licensing Services>**

Schedule: **<<Schedule X – Title of Schedule>**

Agent: **Shire of Morawa Prater Street MORAWA WA 6623**

Variation
No.:

Variation
Date:

Date of Variation Effect:

VARIATION TO SCHEDULE <enter Schedule Alpha Identifier>:

The Principal, pursuant to Clause 21.8 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

*<Name and Title of authorised officer
in DVS>*

<Date>

SCHEDULE L: AGREEMENT TERM AND CONTACT DETAILS

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for an initial term expiring 31 December 2022.
2	Commencement Date	The Commencement Date is the date the Agreement is made.
3	Maximum Term	The appointment of the Agent by the CEO will expire on 31 December 2022.



Government of **Western Australia**
Department of **Transport**

**DOT961817 AGREEMENT FOR THE PROVISION OF NON ROAD LAW FUNCTIONS IN
Shire of Morawa**

BETWEEN:

The **Chief Executive Officer of the Department of Transport** (titled the Director General)

and

The Shire of Morawa a body corporate with perpetual succession under the Local Government Act 1995 ("**the Agent**")

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This Agreement is made the _____ day of _____ 201_

RECITALS:

- A. The Chief Executive Officer (referred to as the Director General) of the Department has been assigned certain functions under the *Road Traffic Administration Act 2008*; the *Road Traffic Authorisation to Drive Act 2008*; the *Road Traffic Vehicles Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008* (the Road Laws).

The Director General has issued for execution the Agreement for Provision of Licensing Services in terms of section 11 of the *Road Traffic Administration Act 2008* for the Agent to undertake certain Road Law relation functions on his behalf.

- B. The Director General also undertakes certain functions in licensing pleasure vessels in accordance with regulations made under section 99(1) (a) of *Western Australian Marine Act 1982*.
- C. The Director General also undertakes functions in accordance with the *Western Australian Photo card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.

In addition the Director General on behalf of other parties undertakes certain functions. These are as follows:

- (a) On behalf of the Minister for Local Government, the Director General undertakes the licensing and renewal of licences for off road vehicles in accordance with the *Control of Vehicles (Off Road Areas) Act 1978*.
- D. In the past the Agent has undertaken certain functions on the Director General's behalf that the Director General was empowered to perform regarding the licensing of vessels, photo cards, firearm licenses, off road vehicles and motor vehicle driving instructor fees. These functions were undertaken by the Agent either under Memoranda of Understandings or in terms of conditions that were set out in the schedules to agreements made under section 6B of the *Road Traffic Act 1974*.
- E. On 27 April 2015 the Road Laws came into effect and it became necessary to enter into separate agreements for the Director General's non Road Law functions to be undertaken by the Agent.
- F. This Agreement formalises past arrangements for non-Road Law related functions and has commenced notwithstanding the date of execution of this Agreement.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:

Agreement means this document and any Schedules and annexures hereto.

Auditor General means the Auditor General of Western Australia.

Authorised Employee means person the Agent determines are suitable and has trained to undertake the Services.

Business Day means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

Business Rules means those business rules set out in Schedule 5 and those that the Director General informs the Agent in writing are applicable from time to time for undertaking the Services, and may be set out and described in other documents and agreements, including the Business Rules set out in the Road Law Agreement.

Chief Executive Officer or CEO means the Chief Executive Officer of the Department and is also known as the Director General.

Confidential Information means information that is set out in Clause 15 and includes the following:

- (a) is by its nature confidential; or
- (b) is specified by the Director General or the Agent to be confidential; or
- (c) the other party knows or reasonably ought to know is confidential; and
- (d) includes all details relating to Licensing undertaken by the Agent, including internal processes of the Director General, policies and procedures which are not otherwise able to be obtained publicly; personal details of Customers, financial details and payments that the Agent is provided either by the Director General or Customers, directly or indirectly, and are either directly, or indirectly related to the Services.

Consumer Price Index means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

Customer means the Director General's customers, being members of the public seeking to utilise the Services.

Database means the Director General's designated motor vehicle and driver licensing databases, including TRELIS.

Department means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with the administration of this Agreement;

Director General means the Chief Executive Officer of the Department or an authorised representative of the Director General.

Employee means:

- (a) executive officer, an employee, a public service officer, public officers or a respondent as defined under the Public Sector Management Act 1994 or a clerk or servant as defined under section 1 of the Criminal Code Act 1913; and
- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

GST has the same meaning as in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

Language Interpretation Facility means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

Personnel means all Employees engaged in relation to the supply of the Services.

Physical Stock means any items provided by the Director General to the Agent for the purpose of facilitating the Agent to undertake the Services.

Performance Measures means the criteria specified in Schedule 10 against which the Agent's delivery of Services will be measured.

Premises means any premises listed in Schedule 6 which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

Prescribed Fee means any statutory fee applicable to vessel licenses, photo cards, off road vehicle licenses and driving instructor fees; that appear in the Government Gazette from time to time.

Principal means the CEO of the Department of Transport.

Purpose means the provision of Services.

Records means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

Representative(s) means either or both the Agent's Representative or the Principal's Representative set out in Schedule 3 as the context requires.

Road Laws means one or more of the Acts referred in Recital A of this Agreement.

Road Law Agreement means the agreement concluded under section 11 of the *Road Traffic (Administration) Act 2008* between the CEO and the Agent for the performing of Road Law functions.

Services means tasks that the Agent undertakes to perform on the Director General's behalf as outlined in Schedule 1.

Service Fee means those fees that the Director General will pay the Agent for undertaking the Services and set out in Schedule 2.

Term means the length of time that this Agreement is valid.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) words importing persons include corporations, governments and government bodies and vice versa;
- (d) references to Clauses and subsidiary parts of Clauses are to Clauses and parts of Clauses in this Agreement;
- (e) terms such as "herein", "hereby", "hereunder", and "hereof" refer to this Agreement as a whole and not to the Clause or subsidiary part where those terms appear;
- (f) references herein to any deed, agreement or other instrument are references to that deed, agreement or other instrument as it may from time to time be amended or extended in accordance with its terms; and
- (g) references to a party mean a party to this Agreement, and include the successors and permitted assigns of a party.

2 APPOINTMENT OF AGENT

- 2.1 The Director General appoints the Agent to act on behalf of the Director General for the Purpose for the Term.
- 2.2 The Agent accepts the appointment and shall perform its duties under this Agreement to the best of their ability and strictly in accordance with the relevant legislation.
- 2.3 The Agent will act in accordance with the Business Rules as they apply from time to time.

3 APPLICABLE LAW

This Agreement shall be subject to the laws of the State of Western Australia.

4 TERM OF AGREEMENT

- 4.1 This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule 9 for the term specified in Item 1 of Schedule 9. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods up to the maximum period set out in Item 3 of Schedule 9.
- 4.2 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

5 SERVICES

The Agent undertakes the Services on behalf of the Director General as set out in Schedule 1 in accordance with the Business Rules.

6 DUTIES OF AGENT

- 6.1 The Agent covenants and agrees with the Director General:
 - (a) to collect the Prescribed Fees payable for transactions in relation to the Services; and
 - (b) to notify the Department of any moneys banked for the credit of the Department's account.
- 6.2 The Agent shall not have authority to undertake any other functions that are not set out in this Agreement.

7 LIABILITY AND INDEMNITY

- (a) The Agent indemnifies the Director General, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
 - (i) any breach of an obligation under the Agreement by the Agent or any Employee; or
 - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
 - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- (b) The Agent's liability under the indemnity in Clause 7 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result

from the negligence of the Director General, the State of Western Australia or their respective officers, employees or agents.

- (c) The Director General agrees to use his best endeavours to cooperate with the Agent, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under Clause 7 (a).

8 PUBLICITY

8.1 Unless the Director General gives his prior written consent, the Agent shall not:

- (a) use the Department's or State of Western Australia's name and/or logo or coat of arms.
- (b) make any statement concerning the Agreement, in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documentation necessary under statutory reporting requirements.

8.2 The Director General may use the Agent's name and logo for reasonable promotional or publicity purposes (regarding this Agreement) at the Director General's discretion, and the Director General shall acknowledge the role of the Agent to the extent that is reasonable within the circumstances.

9 AUDITS AND ACCESS TO RECORDS

(a) The Agent shall:

- (i) allow the Director General or his authorised representative to have reasonable access to inspect any Premises and equipment (where applicable) used or occupied in connection with this Agreement;
- (ii) allow the Director General or his authorised representative to have reasonable access to all Records pertaining to this Agreement in the custody or control of the Agent;
- (iii) allow the Director General or his authorised representative to examine, audit, copy and use any Records pertaining to this Agreement in the custody or control of the Agent;
- (iv) maintain accurate and complete records of all work pertaining to this Agreement carried out during the Term;
- (v) allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement; and
- (vi) provide for the care, safety, security and protection of all Records (whether created by the Director General, the Agent or any other person) that are in the custody or control of the Agent, and all property supplied by the Director General to the Agent in connection with the Agreement.

(b) The powers and duties of the Auditor General under law are not limited or otherwise affected by the terms and conditions of the Agreement.

(c) This Clause survives expiration or termination of the Agreement.

10 REDUCTION, SUSPENSION AND TERMINATION

10.1 Notwithstanding any other provisions of this Agreement, the Director General may by notice to the Agent at any time and in his sole discretion do any of the following including taking more than one of the following actions.

- (a) reduce the scope of Services;
- (b) temporarily suspend this Agreement;
- (c) terminate this Agreement by notice.

10.2 In exercising the powers under Clause 10.1:

- (a) upon receiving notice under Clause 10.1, the Agent must immediately cease the provision of all Services within time period set forth in the notice;
- (b) the Agent will not be entitled to compensation for loss of prospective profits or on any other basis.

10.3 Notice by the Director General in accordance with this Clause does not relieve the Agent of any of its warranties and obligations set out in this Agreement including those that continue after termination.

10.4 In the event of suspension of this Agreement by the Director General, the Agent must immediately cease performing all Services for the duration of the suspension period.

10.5 The suspension, reduction or termination of this Agreement does not affect any rights, liabilities or obligations under this Agreement as a result of anything occurring before the expiration, reduction or termination.

10.6 On termination of this Agreement, whether at the Director General's discretion or at the end of the Term, the Agent must as soon as practicable and within ten (10) working days following notice:

- (a) deliver to the Director General's nominated representatives all Records as required by the Director General;
- (b) in every other respect cooperate with the Director General and nominated representatives as reasonably required by the Director General in order to minimise any loss, damage or inconvenience to the Director General resulting from the expiration or termination of this Agreement. If this Agreement is terminated without default, then subject to the requirements of the Director General and notwithstanding any due date laid down for the termination of this Agreement, the Agent shall complete all the Services in accordance with the terms and conditions of this Agreement.

10.7 The Director General and Agent may terminate the Agreement by mutual agreement. If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period required by the Director General to enable the Director General to establish alternative arrangements for the performance of the Services.

10.8 In the event of an alleged breach by the Director General of this Agreement, the Agent's sole remedy is a claim for damages.

11 EVENTS AFFECTING PERFORMANCE OF SERVICES

11.1 This Agreement may be terminated by the Director General in writing if any incapacitating event occurs including but not limited to:

- (a) a breach of the Agent's obligations under the Agreement;
- (b) failure to pay any of the applicable Prescribed Fees and charges;
- (c) failure to be registered for GST;
- (d) if for any reason whatsoever the Agent is unable or unwilling to commence or continue providing the Services;
- (e) if the Agent does not promptly inform the Director General of any occurrence which may adversely affect the Agreement in a material way or the ability of the Agent to deliver the Services;
- (f) if the Agent does not, in providing the Services, act with integrity, good faith and probity in accordance with good corporate governance practices;
- (g) if the Agent attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of their rights, entitlements and powers under this Agreement;
- (h) if the Agent does not comply with all State or Commonwealth laws;
- (i) if the Agent refuses upon reasonable notice to provide the Director General with access at any reasonable time and from time to time to the Agent's Premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Director General in order to verify compliance by the Agent with this Agreement;
- (j) if the Agent does not reasonably cooperate with the Director General in the administration of this Agreement;
- (k) if the Agent also provides services under the Road Law Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

11.2 If the Agent breaches this Agreement and the Director General in his discretion considers it appropriate, the Director General may first send the Agent a written notice specifying the breach and calling upon the Agent to rectify the breach within ten (10) Business Days of receipt of the notice or such other time period as specified by the Director General.

11.3 The Agent must notify the Director General in the event of the occurrence of any event that could in whole or in part impede the ability of the Agent to perform the Services under this Agreement including one or more of the following events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:

- (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
- (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event; or
- (i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing his own affairs; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

12 POLICE CLEARANCE

- 12.1 The Director General may request the Agent at any time, to obtain and provide to the Director General an Australia-wide police clearance in respect of any of the Agent's Authorised Employees.
- 12.2 In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Employees, it will immediately notify the Director General.

13 EMPLOYEES

The Agent must ensure that only Authorised Employees carry out the Services.

- (a) Notwithstanding other rights and remedies or actions available to it, the Director General may require the removal from the undertaking of Services of any Employees.
- (b) The Agent must immediately comply with a request under Clause 13 (a) and ensure that the Employee does not access the Director General's Physical Stock, Records and Database

14 NON-ASSIGNMENT

- (a) The Agent shall not assign any of its obligations, rights, benefits or interests under this Agreement.
- (b) The Agent shall not sub-contract the Services to another person or entity.

15 CONFIDENTIALITY

- 15.1 The Agent acknowledges that during this Agreement, the Agent will have access to Confidential Information, both oral and written or in other material form, belonging to members of the public that the Director General is required to keep confidential. The Agent may use Confidential Information solely for the purpose of performing its obligations under this Agreement and the obligation to maintain confidentiality continues after termination of this Agreement.
- 15.2 The Agent will ensure that its Personnel have signed a Confidentiality Deed Poll to cover the Services described in this Agreement which Deed poll is set out in Schedule 4.
- 15.3 Use of Confidential Information

The Agent must:

- (a) use Confidential Information solely for the purpose of providing the Services under the Agreement and for no other purpose;
- (b) not allow or assist a third party to access or use, or publish or disclose Confidential Information for any other purpose;
- (c) take and cause its Employees to take all steps and do all things necessary to safeguard the confidentiality of Confidential Information;
- (d) ensure the proper and secure storage of Confidential Information;
- (e) protect Confidential Information from unauthorised access, disclosure or use.

15.4 Misuse of Confidential Information

The Agent must notify the Director General immediately upon becoming aware of a suspected or actual breach of this Clause by any of the Agent's Employees.

15.5 Privacy

The Agent agrees to:

- (a) comply with all privacy laws in relation to personal information, whether or not the Agent is an organisation bound by the privacy laws;
- (b) indemnify the Director General and the State of WA, their officers and agents against liability or loss arising from, and any costs, charges and expenses incurred in connection with the use or misuse of the Confidential Information and / or breach.

15.6 The Agent must ensure that its Employees fully comply with this Clause.

15.7 Where a person discloses Confidential Information to another person pursuant to this Clause, the disclosing person must notify the receiving person of the existence and content of this Clause and the sensitivity of the information being disclosed.

15.8 Where the Agent's Employee breaches this Clause and discloses Confidential Information other than in the manner required, the Director General reserves the right to request that the relevant Personnel cease providing the Services.

15.9 The information contained in this Agreement is subject to the Freedom of Information Act 1992 (WA) and Financial Management Act 2006 and may also be disclosed by the Director General or the State under a court order or upon request by Parliament or any committee of Parliament or as otherwise required.

16 RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK

The Agent will return all Records containing the Director General's Confidential Information and Physical Stock immediately:

- (a) at the expiration or termination of the Agreement; or
- (b) as scheduled by the Principal through Business Rules; or
- (c) on demand by the Director General.

17 LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

17.1 The Director General, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.

17.2 The Director General does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

18 VARIATIONS

Except as provided in Clause 19.2(c), Clause 19.2(d) and Clause 19.3, any variation to this Agreement shall only be valid if approved by the Director General and executed by the Parties in writing.

19 GENERAL

19.1 If any provision of this Agreement is held unenforceable or void, the remaining provisions must be enforced in accordance with their terms.

19.2 This Agreement:

- (a) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter;
- (b) may only be varied or altered in writing executed by the Parties;
- (c) The Schedules 2, 3, 4, 5, 7 and 11 may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule 11; and
- (d) the Business Rules may be varied unilaterally from time to time by the Director General.

19.3 Either Party may, at any time, by notice in writing to the other Party vary or terminate the appointment of its Representative; or appoint any other person to act as its Representative in relation to the Agreement.

20 INSURANCE REQUIREMENTS

In the event that the Agent has not already obtained relevant and sufficient insurances under the Road Law Agreement to also cover the provision of Services in this Agreement, then the Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under this Agreement.

21 AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

21.1 Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Director General, and the Director General has given prior written consent to the matter disclosed, the Agent warrants in favour of the Director General that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Director General in connection with the Agreement is true and correct;
- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services has been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

21.2 General Warranties Made Continuously

The warranties made by the Agent under clause 21.1 are taken to be made continuously throughout the Term.

21.3 Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Director General, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Director General to the Agent in connection with the Agreement;
- (b) promptly notify the Director General if any warranty in clause 21.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely return by the Director General's approved courier or nominated representative, at the Director General's cost, all obsolete vehicle number plates to the Director General's nominated contractor for destruction;
- (e) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Director General's approved courier or representative;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Director General's record keeping plan to the extent necessary under the State Records Act 2000;
- (i) cooperate fully with the Director General in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

21.4 Warranties and Indemnity

- (a) The Agent must give, or ensure the Director General has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Director General has the benefit of those warranties.
- (c) The Agent indemnifies the Director General against any loss or liability that results from the Agent not complying with sub-clauses 21.4(a) or (b).

21.5 Conflict of Interest

- (a) Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:
 - (i) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or
 - (ii) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.
- (b) If a conflict of interest arises in respect of the Agent or the Agent's Employees, in respect of the supply of the Services under the Agreement, the Agent must:
 - (i) promptly notify the Director General that the conflict has arisen and provide full details; and
 - (ii) take reasonable steps in consultation with the Director General to manage or resolve the conflict.
- (c) Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

21.6 Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the CEO's 'Disability Access and Inclusion Plan' (DAIP) prepared under the Disability Services Act 1993 and available at the CEO's website: <http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>
- (b) provide a report to the CEO by 30 June in each year of the Term reporting on the extent to which the Agent has implemented the CEO's DAIP.
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

22 BANK FEES AND CHARGES

The CEO will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the CEO's Customers.

23 PERFORMANCE and COMPLIANCE MANAGEMENT

23.1 Audit and Review

- (a) The CEO will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
 - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent (refer to Schedule 10);

- (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - A) the Processing Errors;
 - B) compliance with the Business Rules;
 - C) timeliness of transactions;
 - D) daily receipt by the Director General of transaction supporting documents;
 - E) Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
 - F) the Agent's performance generally.
- (b) The Director General may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 23.1; and
 - (ii) provide all and any information, including documentation, at the request of the Director General or the Director General's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Director General may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within seven (7) business days.
- (e) In requesting a written response under 23.1 (d), the Director General in no way limits his capacity under section 10.
- (f) The Director General shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this Clause 23.1, auditing, performance and compliance reviews will be undertaken at the Director General's sole and absolute discretion.

23.2 Performance Review Meetings

- (a) Performance review meetings may be held between the Agent and the Director General as determined by the Director General in consultation with the Agent to discuss performance and other issues associated with the Services which may be identified through auditing, performance and compliance review, or any other means of performance monitoring undertaken by the Director General.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) Should the Representatives be unable to meet, any issues of non-compliance will be detailed by the Principal's Representative through written notice. The Agent's Representative shall respond in writing accordingly detailing what action the Agent shall undertake.

24 INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

24.1 Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (i) PC/s;
 - (ii) printer/s (excluding consumables); and
 - (iii) image capture unit.
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

24.2 Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.

24.3 Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal, and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Subject to clause (a) above:
 - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agents risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agents data; and
 - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope or loss of data resulting in the installation of the additional hardware or software.
- (c) The Agent will uninstall any additional hardware or software that the Agent installs on a PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.

24.4 Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

24.5 Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or nominated representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule 7.
- (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

24.6 Premises

The Agent will:

- (a) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (c) ensure security complies with any reasonable Direction given by the Principal;
- (d) do everything reasonably necessary to protect people and property on the Premises, as they relate to the delivery of the Services; and
- (e) ensure compliance with Requirement 9 of the PCI DSS at Schedule 8.

25 NOTICE

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;

(c) must be:

- (i) hand delivered; or
- (ii) sent by prepaid post; or
- (iii) sent by facsimile; or
- (iv) sent by email;

to the Representative of the respective Party specified in this Agreement.

(d) subject to clause 25(e), is taken to be received:

- (i) in the case of hand delivery, on the date of delivery;
- (ii) in the case of post, on the fifth Business Day after posting; and
- (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
- (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and

(e) if received after 5:00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

26 RELATIONSHIPS – NO PARTNERSHIP

- (a) The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- (b) The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- (c) The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

Executed as an Agreement on the date written at the beginning of this document:

Executed for and on behalf of the CEO, Department of Transport by his Delegate

Name of Delegate (Please Print)

Name of Witness (Please Print)

Signature

Signature

Executed for and on behalf of the Shire of Morawa, as a body corporate under section 2.5 of the *Local Government Act 1995* by:

Shire President (Please Print)

Name of Chief Executive Officer
(Please Print)

Signature

Signature

Or

The COMMON SEAL of the)
Shire of Morawa)
Was hereunto affixed by)
Authority of a resolution of the)
Council in the presence of)

Affix Common Seal

Shire President (Please Print)

Chief Executive Officer (Please Print)

Signature

SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT

DEFINITIONS

Driving Instructor Fee Agents means the Agent responsible for licensing driving instructors.

Maritime Collections Agents means the Agent who is responsible for vessel registration.

Off Road Vehicle New Registration Agents means the Agent responsible for off road vehicle registrations.

Photo Card Agents means the Agent who is responsible for proof of age Licenses.

- 1) Maritime Collections Agents shall in accordance with the Business Rules:-
 - a) collect boat renewal payments; and
 - b) collect boat transfer payments; and
 - c) collect commercial vessel survey payments; and
 - d) collect hire vessel survey payments; and
 - e) collect marine payment – miscellaneous; and
 - f) collect maritime pen duty payments; and
 - g) collect slipway fees.
- 2) Photo Card Agents shall in accordance with the Business Rules
 - a) process applications; and
 - b) process replacement copy; and
 - c) provide certified copy.
- 3) Off Road Vehicle New Registration Agents shall in accordance with the Business Rules
 - a) process new registrations (includes new registration updates); and
 - b) process renewals; and
 - c) process plate changes; and
 - d) process transfers; and
 - e) process plate receipt – manual.
- 4) Driving Instructor Fee Agents shall in accordance with the Business Rules
 - a) collect fees from driving instructors

SCHEDULE 2: SOUTHERN REGION SERVICE FEES: 1 JANUARY 2018**FEES PER TRANSACTION PAID BY THE DEPARTMENT OF TRANSPORT**

Category	Average Transaction Time	Commissions less than predetermined volume	Commissions greater than predetermined volume
		Transaction volume will be aggregated with the Road Law Agreement to determine the rate payable.	
Scale of Fees for On-line Processing - Monetary Transactions (M)			
Category 1	0 – 3.5 minutes	\$10.00	\$7.22
Category 3	5.6 – 8.5 minutes	\$16.19	\$11.26
Scale of Fees for On-line Processing - Non Monetary Transactions (NM)			
Category – updates		\$3.36	\$3.36
Category 9	0 - 3.5 minutes	\$6.68	\$5.05

Transaction Type	Time (min)	(M/ NM)	Cat.	Commission payable	Commission payable
Photo Card					
Application	3	M	1	\$10.00	\$7.22
Replacement copy	2	M	1	\$10.00	\$7.22
Certified copy	2	NM	9	\$6.68	\$5.05
Off Road Vehicle New Registrations					
New registrations (includes new registration update)	6	M	3	\$16.19	\$11.26
Renewals	2.5	M	1	\$10.00	\$7.22
Plate change	2.5	M	1	\$10.00	\$7.22
Transfers	2.5	M	1	\$10.00	\$7.22
Plate receipt - manual	2.5	NM	9	\$6.68	\$5.05
Maritime Collections					
Boat renewal payments	2	M	1	\$10.00	\$7.22
Boat transfer payments	2	M	1	\$10.00	\$7.22
Commercial vessel survey payments	2	M	1	\$10.00	\$7.22
Hire vessel survey payments	2	M	1	\$10.00	\$7.22
Marine payment - miscellaneous	2	M	1	\$10.00	\$7.22
Maritime pen duty payments	2	M	1	\$10.00	\$7.22

Slipway fees	2	M	1	\$10.00	\$7.22
Driving Instructor Fee Agent					
Instructor Fees	2	M	1	\$10.00	\$7.22

SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
 - (i) Director Commercial and Partnerships, or
 - (ii) Assistant Director Commercial and Partnerships, or
 - (iii) Manager Statutory Agency Agreements; or
 - (iv) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (v) the person acting in the office that substitutes for any of the above-described offices; or
 - (vi) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:

Manager, Statutory Agency Agreements,
Commercial and Partnerships
Department of Transport
GPO Box R1290
Perth WA 6844
Telephone: 08 6551 6378
Facsimile: 08 6551 7022
Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) CEO
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule 3 are authorised to issue notices under the Agreement.

SCHEDULE 4: AGENT'S EMPLOYEE CONFIDENTIALITY DEED POLL

CONFIDENTIALITY DEED POLL

CEO's particulars

Name	The CEO (the Director General), Department of Transport		
ABN	27 285 643 255		
Address	140 William Street, Perth, Western Australia 6000		
Contact	Access Management	Email	access.management@transport.wa.gov.au
Phone	6551 6881	Fax	9227 3416

Agent's Employee's particulars

Name			
Address			
Contact person			
Phone		Email	

RECITALS

- A. In order to be able to carry out the Services, the Agent's Employees will require access to Confidential Information and the CEO has agreed to disclose Confidential Information to the Agent's Employees on the strict understanding that the Confidential Information is provided solely to enable the Agent's Employees to carry out the Services.
- B. This Confidentiality Deed Poll must be executed by the Agent's Employees and returned to the CEO before the CEO will disclose Confidential Information to the Agent's Employees.

SERVICES

THE AGENT'S EMPLOYEE AGREES:

In consideration of, amongst other things, being granted access to the Confidential Information on the terms contained in this deed, the Agent's Employee undertakes and agrees that he is subject to the following obligations:

1. DEFINITIONS AND INTERPRETATION

In this deed:

Agent means Shire of Morawa ABN 95 047 014 897

Agent's Employee means a person who supplies Services to the CEO's Customers under the Agreement made between the CEO and the Agent.

Agreement, Business Rules and CEO have the meanings given in the Agreement made between the Agent and the CEO.

CEO's Customers means those persons who use the Services supplied by the Agent under an Agreement made between the CEO and the Agent.

Confidential Information includes but is not limited to:

- (a) information regarding personal details of the CEO's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the CEO's Customers;
- (b) any information which pertains to the conduct of the CEO's business which is not public knowledge or which is not publicly available;
- (c) information regarding business or system processes that the Agent's Employee has obtained, or which may be provided by the CEO, whether directly or indirectly;
- (d) information relating to the internal management and structure of the CEO, or the personnel, policies and strategies of the CEO;
- (e) policies, strategies, practices and procedures of the CEO and any sensitive information which the Agent's Employee may come to obtain or have access to relating to the Western Australian Public Service;
- (f) information which the Agent's Employee may come to obtain or have access to relating to the CEO, the CEO's Customer or suppliers, and like information; and
- (g) information which is commercially sensitive information or personal information, but does not include Excepted Information.

Driving Instructor Fee Agents means the Agent responsible for licensing driving instructors.

Excepted Information means information which:

- (a) is available or becomes available in the public domain other than by breach of this deed;
- (b) is known to the Agent's Employee before receiving it from the CEO and is not subject to an existing obligation of confidence between the parties;
- (c) is provided to the Agent's Employee by a third party whose use and disclosure of the information is not subject to any restrictions.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

Maritime Collections Agents means the Agent who is responsible for vessel registration and maritime transactions.

Off Road Vehicle New Registration Agents means the Agent responsible for off road vehicle registrations.

Photo Card Agents means the Agent who is responsible for proof of age Licenses.

Services means as follows:

1. Maritime Collections Agents shall in accordance with the Business Rules:

- a) collect boat renewal payments; and
- b) collect boat transfer payments; and
- c) collect commercial vessel survey payments; and
- d) collect hire vessel survey payments; and
- e) collect marine payment – miscellaneous; and

- f) collect maritime pen duty payments; and
 - g) collect slipway fees.
- 2. Photo Card Agents shall in accordance with the Business Rules:
 - a) process applications; and
 - b) process replacement copy; and
 - c) provide certified copy.
- 3. Off Road Vehicle New Registration Agents shall in accordance with the Business Rules:
 - a) process new registrations (includes new registration updates); and
 - b) process renewals; and
 - c) process plate changes; and
 - d) process transfers; and
 - e) process plate receipt – manual.
- 4. Driving Instructor Fee Agents shall in accordance with the Business Rules:
 - a) collect fees from driving instructors.

A reference to a gender includes other genders.

2. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

25.1 Use of Confidential Information

The Agent's Employee agrees that, in consideration of the CEO disclosing Confidential Information to him, he will:

- a) keep the Confidential Information secret and confidential;
- b) use the Confidential Information solely for supplying the Services and for no other purpose;
- c) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- d) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
 - i) keeping the Confidential Information within his possession confidential;
 - ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
 - iii) ensuring that proper and secure storage is provided for the Confidential Information; and
 - iv) protecting the Confidential Information from unauthorised access, disclosure or use in breach of this deed;
- e) co-operate with the CEO if the CEO commences proceedings in respect of the unauthorised access, use, copying or disclosure of Confidential Information; and

- f) immediately notify the CEO if he becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 2.

25.2 Return of Confidential Information

The Agent's Employee acknowledges and agrees that:

- a) immediately on request, he must deliver up to the CEO and cease to access and use all Confidential Information, including any copies of the Confidential Information (stored in any medium) which is in his possession as soon as practicable after the date when the Agent completes the Services or the relevant part of the Services; and
- b) the return of Confidential Information does not release him from his other obligations under this deed.

25.3 Acknowledgments

The Agent's Employee acknowledges and agrees that:

- a) the Confidential Information provided by the CEO is secret and confidential;
- b) the Confidential Information is the property of the CEO, and this deed does not convey any proprietary interest in the Confidential Information to him;
- c) he is liable to the CEO for any unauthorised access, use or disclosure of the CEO's Confidential Information by him or by any third party as a result of his act or neglect to act;
- d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the CEO; and
- e) damages may not be a sufficient remedy for the CEO for any breach of this deed and the CEO may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by him in addition to any other remedies available to the CEO.

3. CRIMINAL CODE, ROAD TRAFFIC ACT AND STATE RECORDS ACT

The Agent's Employee acknowledges and agrees that:

- a) as a '*government contractor*', the contractor is under a duty not to make an '*unauthorised disclosure*' (as those terms in italics are defined in section 81 of the *Criminal Code*) and he is guilty of a crime if he does so - Maximum penalty: 3 years imprisonment;
- b) the contractor is under a duty not to unlawfully use a '*restricted access computer system*' (as that term in italics is defined in section 440A of the *Criminal Code*) and he is guilty of a crime if he does so - Maximum penalty: 10 years imprisonment;
- c) the contractor is under a duty not to, directly or indirectly, record, disclose or make use of information obtained while carrying out the Services except for those purposes set out in 103 (1) (a) to (d) and (2) of the *Road Traffic Act 1974* - Penalty: a fine of 100 PU or imprisonment for 12 months; and
- d) the contractor is employed by the Agent who is engaged under an Agreement for services by the State Government to carry out the Services and that he comes within the definition of '*government organization employee*' (as that term in italics is defined in section 3 of the *State Records Act 2000*) and that he may be subject to a maximum penalty of \$10,000 if found guilty of an offence under section 78 (1) to (5) of the *State Records Act 2000*.

4. SURVIVAL OF THE OBLIGATIONS

The obligations of the Agent's Employee under this deed commence on the date of this deed and will survive and will continue in force until the CEO releases him from his obligations by means of a written release.

5. GOVERNING LAW

This deed is governed by the laws of the State of Western Australia and the Agent's Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

IMPORTANT - THIS DOCUMENT HAS LEGAL IMPLICATIONS AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING IT

EXECUTED AS A DEED POLL ON THE _____ DAY OF _____ 2017

SIGNED and DELIVERED _____)

by.....) (Signature and job title)

the Agent's Employee

in the presence of:

Signature of witness:.....

Full name of witness

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

Address of witness:.....

SCHEDULE 5: BUSINESS RULES

1. DEFINITIONS

In this Schedule all definitions have the same meaning as in the Agreement.

2. PAYMENT

2.1. Commissions Payable

Subject to the provisions of sub-clause 2.2, the Director General must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Service Fees as set out in Schedule 2, as certified by the Director General, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Director General.

2.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Director General will review the Commissions specified in the Schedule of Service Fees in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commission's payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Director General will forward the Agent a revised Schedule of Service Fees in accordance with clause 2.2(a) no later than 30 Business Days after the Commission review date.

2.3. Invoices

- (a) The Director General will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Director General.
- (b) The Director General will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Director General will issue a Transaction and Payment Summary Report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Director General to issue RCTI for the Services and will notify the Director General if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

- (f) The Director General acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

2.4. Payment of Invoices

The Director General will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

2.5. Method of Payment

The Director General will directly credit Commissions payable to the Agent's nominated bank account.

2.6. No Obligation to Pay

The Director General has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with the Agreement; and
- (b) the Director General is satisfied that no default has occurred.

2.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Director General has paid, the Agent is responsible for issuing an Adjustment Note to the Director General. If the amount is:
 - (i) less than the amount that should have been paid, the Director General must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;
 - (ii) more than the amount that should have been paid, the Director General may:
 - A) debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
 - B) offset the difference against any amount subsequently payable by the Director General to the Agent.
- (b) If the Director General finds that the amount paid based on the RCTI was incorrect and the Director General has overpaid, the Director General is entitled to take the steps outlined in sub-clause 2.7(a)(ii) (A) or (B), without receipt of an Adjustment Note from the Agent.

2.8. GST and other duties, taxes and charges

- (a) In this clause (2.8) the expressions 'consideration', 'recipient', 'supply', 'tax invoice' and 'taxable supply' have the meanings given to those expressions in the GST Act
- (b) All amounts in the Schedule of Fees are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 2.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.

- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

3. COLLECTION OF REVENUE

3.1. Forms of Payment

- (a) The Agent must accept from the CEO Customers and process all forms of payment acceptable to the CEO for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express) debit cards, cheque and money order.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules will apply.

3.2. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the CEO or the CEO's Customers for Services performed pursuant to this Agreement.

3.3 Direct Debit

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agents nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agents nominated bank account.
- (c) The Agent will prior to the commencement of Service provide the CEO with a Direct Debit Request and the CEO will debit the Agents bank account two business days after collection to the value of transactions processed on the Database. Note: the Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Business Rules of the Road Law Agreement.

SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

Shire of Morawa

Address	26 Winfield Street, MORAWA, WA 6623		
Contact	CEO	Email	ceo@morawa.wa.gov.au
Phone	9971 1204	Fax	

SCHEDULE 7: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent Personnel are to contact Transport's Customer Service Phone-Support only.</p> <p>Please do not contact the Business Information Systems (B.I.S) <i>Helpdesk</i> directly.</p> <p>1800 354 928 Phonesupport@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent Personnel must provide details of the faulty equipment including the LF number (yellow sticker) and DP number (white sticker) and details of the problem. Customer Service Phone-Support will log the incident with Helpdesk.</p> <p>**Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
Courier	Transport's Customer Phone-Support or B.I.S Helpdesk will instruct the Agent Personnel to courier the equipment if it needs to be returned for repair/replacement.
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 18 85. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to Department of Transport B.I.S Level 3, 2 Tassels Place. Innaloo WA 6018.</p>
Repair and/or Replacement	The Department of Transport will organise the repair and/or replacement of the equipment item.
Return Courier	B.I.S will arrange for the equipment item to be returned by courier to the Agent's Site.
Follow Up	If the Agent's Personnel require any follow-up assistance, Transport's Customer Service Phone-Support can be contacted for further instruction. Please quote the job/incident number.
Escalation	If the Agent experiences any delay or has any unresolved issues, an email should be sent to phonesupport@transport.wa.gov.au with all details, including the job/incident number. Attention to: Customer Service Phone Support Manager.

SCHEDULE 8: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

Overview - The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to **all** entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to **all** other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD). More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update anti-virus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel

SCHEDULE 9: AGREEMENT TERM AND CONTACT DETAILS

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for an initial term expiring 31 December 2022.
2	Commencement Date	The Commencement Date is the date the Agreement is made.
3	Maximum Term	The appointment of the Agent by the CEO will expire on 31 December 2022.

SCHEDULE 10: PERFORMANCE MEASURES

No.		Qualitative Matrix
1	Daily Audit	<p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Services Centre (TSC) office for audit. All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The allocated site for the Agent is Geraldton.</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to Geraldton within seven (7) Business Days.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) business days of this notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Assistant Director Commercial Management.</p>

No.		Qualitative Matrix
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> 1. Manager Statutory Agency Agreements 2. Assistant Director Commercial Management 3. Director Commercial & Partnerships <p>The Director Commercial & Partnerships is the final escalation level.</p>

SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.: **DOT961817**

Title: **<Provision of Licensing Services>**

Schedule: **<<Schedule X – Title of Schedule>**

Agent: **Shire of Morawa, Prater Street MORAWA WA 6623**

Variation No.: _____ Variation Date: _____

Date of Variation Effect: _____

VARIATION TO SCHEDULE <enter Schedule Alpha Identifier>:

The Principal, pursuant to Clause 19.2(c) of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

*<Name and Title of authorised
officer in DVS>*

<Date>

<i>Item No/ Subject:</i>	7.2.1.2 Mid West Development Commission Board Membership
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	29 January 2018 – Chris Linnell
<i>Responsible Officer:</i>	Chris Linnell – CEO
<i>Applicant/Proponent:</i>	Department of Primary Industries and Regional Development
<i>File Number:</i>	GV.CLR.3
<i>Previous minute/s & Reference:</i>	

SUMMARY

A vacancy exists for a Local Government appointment on the Board of Mid West Development Commission (MWDC) – Attachment 1.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.1.2a Mid West Development Commission Board Membership Call for Nominations

BACKGROUND INFORMATION

The Department of Primary Industries and Regional Development has advised of a vacancy on the Board of the MWDC. The requirements to become a member are:

- Must be a member of a Local Government within the Mid West
- Must be endorsed by their relevant Local Government Authority
- Possession knowledge and experience relevant to the region which could include involvement in business and industry; education, employment and training; tourism; sport and recreation; and marketing.

Nominees are to be assessed on:

- Decision-making abilities at an executive level
- Demonstrated involvement in either the economic and/or social development of the region

- Ability to work cooperatively to achieve agreed goals on a range of economic and social development issues.

The appointment will be for a term of up to three years.

OFFICER'S COMMENT

Cr Chappel has shown interest in becoming a member of the Board. The CEO believes that the President meets the selection requirements in full and would be an asset to the MWDC, having extensive knowledge and experience in the areas relevant to the region as outlined in the MWDC requirements.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Plan

4.3 A local government that is respected, professional and accountable.

4.4 Improved regional partnerships with government and industry.

RISK MANAGEMENT

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That with regard to the Board vacancy for the Mid West Development Commission, Council:

- Resolve to endorse Cr Chappel's nomination for a position on the Board of the Mid West Development Commission.



To Whom It May Concern

RE: MID WEST DEVELOPMENT COMMISSION BOARD MEMBERSHIP CALL FOR NOMINATIONS – LOCAL GOVERNMENT APPOINTMENT

I am writing to advise that a vacancy exists for a Local Government (x1) appointment on the Board of the Mid West Development Commission (MWDC).

The MWDC is a statutory authority of the WA Government. The objects of the Commission, as outlined in Section 23 of the *Regional Development Commissions Act 1993* are to:

- maximise job creation and improve career opportunities in the region;
- develop and broaden the economic base of the region;
- identify infrastructure services needed to promote economic and social development within the region;
- provide information and advice to promote business development within the region;
- seek to ensure that the general standard of government services and access to those services in the region is comparable to that which applies in the metropolitan area; and
- generally take steps to encourage, promote, facilitate and monitor the economic development in the region.

The MWDC creates strategic partnerships to deliver jobs, and maximise leverage and impact from private and government investment. This is achieved by partnering with local communities, government, business and industry to identify and support key strategic projects that benefit the region.

The nominee must be a member of the council of a Local Government in the Mid West region and is to be endorsed by their relevant Local Government Authority. The nominee should possess knowledge and experience relevant to the region, which could include involvement in business and industry; education, employment and training; tourism; sport and recreation; and marketing.

Nominees will be assessed on decision-making abilities at an executive level; a demonstrated involvement in either the economic and/or social development of the region; and the ability to work cooperatively to achieve agreed goals across a wide range of economic and social development issues.

The Hon Alannah MacTiernan, Minister for Regional Development will make the appointment to the Board, which will be for a term of up to three years.

Nomination forms and further information can be obtained from our website www.mwdc.wa.gov.au, by contacting our office via telephone (08) 9921 0702 or Email: ea@mwdc.wa.gov.au or in person at Level 2 Foreshore Business Centre, 209 Foreshore Drive, Geraldton.

All nominations should be made by submitting relevant details to the Minister for Regional Development, through our office at Level 2 Foreshore Business Centre, 209 Foreshore Drive, Geraldton.

Nominations are open until close of business on Friday 9 March 2018.

Yours sincerely



GAVIN TREASURE
CHIEF EXECUTIVE OFFICER

19 January 2018

7.2.2 Executive Manager Corporate & Community Services

<i>Item No/Subject:</i>	7.2.2.1 Accounts Due For Payment – December 2017
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	7 February 2018 — Candice Smith Senior Finance Officer
<i>Responsible Officer:</i>	Fred Gledhill – Executive Manager Corporate & Community Services
<i>Applicant/Proponent:</i>	Executive Manager Corporate & Community Services
<i>File Number:</i>	FM.CRD.1
<i>Previous minute/s & Reference:</i>	

SUMMARY

Payments made by the Shire of Morawa for the month of December 2017 – Attachment 1.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 - 7.2.2.1a List of payments made for the month of December 2017

BACKGROUND INFORMATION

Local Government (Financial Management) Regulations 1996 – Reg 13

The local government has delegated to the CEO the exercise of power to make payments from the municipal fund or the trust fund, a list off accounts paid by the CEO is to prepare each month showing for each account paid since the last such list was prepared.

OFFICER'S COMMENT

Nil

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations 1996 – Reg 13

POLICY IMPLICATIONS

Section 3 – Finance 3.6 Use of Corporate Credit Cards Policy

FINANCIAL IMPLICATIONS

As per list of accounts

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

As per Policy Section 3 – Finance 3.11 Risk Management Controls

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorses the list of accounts paid by the Chief Executive Officer under delegated authority, represented by:

- Municipal EFT Payment Numbers EFT 10306 to EFT 10408 inclusive, amounting to \$279,129.92
- Municipal Cheque Payments Numbered 11771 to 11780 amounting to \$16,286.81 and Cheque Payment Numbered 26 amounting to \$336.80
- Municipal Direct Debit Payments Numbers DD5915.1 to DD5962.3 amounting to \$45,576.38
- Payroll for December 2017:

13/12/2017 - \$ 48,856.14

27/12/2017 - \$ 45,010.84

7.2.2.1a List of payments made for the month of December 2017

	08/12/2017	Shire of Morawa	Petty Cash December 2017	1	336.80
EFT10306	01/12/2017	Purcher International Pty Ltd	Purchases	1	40.34
EFT10307	01/12/2017	S & K Electrical Contracting Pty Ltd	Various Repairs	1	1,676.18
EFT10308	01/12/2017	Shoreline Outdoor World	Service and Repairs	1	597.85
EFT10309	01/12/2017	Dongara Tree Service	Various removal of trees and pruning	1	16,555.00
EFT10310	01/12/2017	Morawa Rural Enterprises Two	Batteries	1	317.00
EFT10311	01/12/2017	Amazzini and Son	130 capping blocks	1	1,082.00
EFT10312	01/12/2017	Department of Fire and Emergency Services	ESL 2 nd Quarter Contribution	1	11,783.79
EFT10313	01/12/2017	Midwest Chemical & Paper Distributors	Purchases – cleaning goods	1	655.12
EFT10314	01/12/2017	Purcher International Pty Ltd	Parts	1	179.05
EFT10315	01/12/2017	Hitachi Construction Machinery (Australia) Pty Ltd	Parts	1	543.03
EFT10316	01/12/2017	S & K Electrical Contracting Pty Ltd	Various Repairs	1	1,273.42
EFT10317	01/12/2017	Bob Waddell & Associates Pty Ltd	Assistance audit and annual financial reports	1	33.00
EFT10318	01/12/2017	Bunnings Group Limited	Purchases	1	156.44
EFT10319	01/12/2017	Neverfail Springwater Limited	Rental – water cooler	1	14.30
EFT10320	01/12/2017	Northstar Asset Pty Ltd	Copyright fees – movie for Australia Day	1	605.00
EFT10321	01/12/2017	Miles Glass & Fly Screens	Replace shower screen staff housing	1	299.75
EFT10322	01/12/2017	CJD Equipment PTY LTD	Various Parts	1	842.01

EFT10323	01/12/2017	Central Regional TAFE	Enrolment Fees 2 x staff	1	15,528.16
EFT10324	01/12/2017	Smart Digital Australia	Portable blow projector and screen	1	4,933.60
EFT10325	01/12/2017	WINC Australia	Printing charges	1	660.78
EFT10326	05/12/2017	Star Track Express	Freight	1	354.90
EFT10327	05/12/2017	Morawa Drapery Store	Staff Uniform	1	129.95
EFT10328	05/12/2017	Think Water Geraldton	Various parts	1	379.75
EFT10329	05/12/2017	Hitachi Construction Machinery (Australia) Pty Ltd	Parts	1	247.96
EFT10330	05/12/2017	S & K Electrical Contracting Pty Ltd	Various Repairs	1	5,796.18
EFT10331	05/12/2017	Canine Control	Ranger Service	1	982.72
EFT10332	05/12/2017	Royal Life Saving Australia	Contract Pool Manager	1	10,395.00
EFT10333	05/12/2017	Courier Australia	Freight	1	136.95
EFT10334	05/12/2017	Austral Mercantile Collections Pty Ltd	Debt collection charges	1	19.25
EFT10335	05/12/2017	Geraldton Toyota	Service 02 MO	1	340.69
EFT10336	05/12/2017	ChemCentre	Water Testing	1	237.60
EFT10337	05/12/2017	Cramer & Neill	Air conditioner Maintenance and Servicing	1	1,327.37
EFT10338	05/12/2017	Greenfield Technical Services	10 year road plan	1	1,782.00
EFT10339	05/12/2017	Jason Signmakers	Parts	1	1,691.80
EFT10340	05/12/2017	Shire of Mingnew	Midwest LGMA Golf Day Fees	1	50.00
EFT10341	05/12/2017	Morawa Hotel Motel	Meals and refreshments farewell dinner Sean Fletcher	1	920.70

EFT10342	05/12/2017	WA Country Health Service - Midwest	Catering for seniors dinner	1	750.00
EFT10343	05/12/2017	AMA Services (WA) Pty Ltd	Purchases	1	275.55
EFT10344	05/12/2017	IGA Morawa	Purchases 21st Nov to 30th Nov 2017	1	262.88
EFT10345	05/12/2017	Rylan Concrete	Various Kerbing	1	9,798.80
EFT10346	05/12/2017	Great Southern Fuel Supplies	New card fee	1	2.75
EFT10347	05/12/2017	Aceway Nominees Pty Ltd T/as City Toyota	Service MO 00	1	351.99
EFT10348	05/12/2017	Incite Security	Monitoring Service Sports Ground	1	116.99
EFT10349	05/12/2017	Colliers	Rent	1	423.85
EFT10350	06/12/2017	Greenfield Technical Services	2017 Flood Damage Superintendent Services	1	3,592.60
EFT10351	06/12/2017	Tarts & Co Catering	Staff and Councillors Christmas Dinner	1	2,000.00
EFT10352	07/12/2017	LGISWA	Actual Wages Adjustment for period 30/06/16-30/06/17	1	3,575.91
EFT10353	12/12/2017	Prestige Pty Ltd	Cleaning contract 30 Oct - 26 Nov 2017	1	7,240.00
EFT10354	15/12/2017	Australian Services Union	Payroll deductions	1	164.70
EFT10355	15/12/2017	Department of Human Services	Payroll deductions	1	882.56
EFT10356	18/12/2017	Morawa News & Gifts	Purchases for Nov 17	1	280.63
EFT10357	18/12/2017	Star Track Express	Freight	1	403.73
EFT10358	18/12/2017	Morawa Traders	Purchases for November 17	1	170.68
EFT10359	18/12/2017	BL & MJ Thornton Waste Removal Services	Refuse collection for November 2017	1	8,546.23
EFT10360	18/12/2017	Market Creations	Business cards	1	462.00

EFT10361	18/12/2017	Refuel Australia	Bulk fuel and oil card purchases	1	17,183.29
EFT10362	18/12/2017	Greenfield Technical Services	Evaluate and report on Flood Damage tenders	1	3,553.00
EFT10363	18/12/2017	Shire of Perenjori	Contract pool manager	1	3,281.23
EFT10364	18/12/2017	A & M Medical Services Pty Ltd	Repairs	1	203.53
EFT10365	18/12/2017	Alinta Sales Pty Ltd	Power Usage	1	340.05
EFT10366	18/12/2017	Central Regional TAFE	TAFE fees x 4 staff	1	36,678.08
EFT10367	18/12/2017	Medical Director	Annual subscription – Doctors surgery	1	1,133.00
EFT10368	18/12/2017	Great Southern Fuel Supplies	Card purchases for Nov 17	1	1,071.55
EFT10369	18/12/2017	Sandy Adams	Reimbursement	1	175.29
EFT10370	18/12/2017	Ashdown Ingram	Parts	1	718.76
EFT10371	18/12/2017	Garpen Pty Ltd	Purchases	1	105.00
EFT10372	18/12/2017	J.R. & A. Hersey Pty Ltd	Purchases	1	500.61
EFT10373	18/12/2017	Landmark Operations Limited	Water tank sewerage scheme	1	19,306.12
EFT10374	18/12/2017	Think Water Geraldton	Various Parts	1	812.10
EFT10375	18/12/2017	Mid West Auto Group	20,000km Service MO340	1	305.00
EFT10376	18/12/2017	S & K Electrical Contracting Pty Ltd	Down lights for council chambers	1	2,560.47
EFT10377	18/12/2017	Marketforce	Advertising council meeting dates 2018	1	196.77
EFT10378	18/12/2017	WA Local Government Association	Review of IT contract	1	841.50

EFT10379	18/12/2017	Sigma Companies Group Pty Ltd	Purchases	1	852.68
EFT10380	18/12/2017	Jason Signmakers	Signs	1	191.90
EFT10381	18/12/2017	Novus Autoglass Repairs & Replacement	Windscreen replacements x 3 plant items	1	924.00
EFT10382	18/12/2017	FREDERICK RAYMOND JONES	Refund of bond	1	430.00
EFT10383	18/12/2017	Covs Parts Pty Ltd	Parts	1	157.21
EFT10384	18/12/2017	Morawa Rural Enterprises Two	Various Tyres	1	7,505.95
EFT10385	18/12/2017	Rose Fox Studios	Promotional video	1	146.15
EFT10386	18/12/2017	Alcolizer Technology	Breath tester OHS	1	998.80
EFT10387	20/12/2017	Prestige Pty Ltd	Cleaning 27/11/2017 to 10/12/2017	1	6,540.00
EFT10388	20/12/2017	Star Track Express	Freight	1	40.51
EFT10389	20/12/2017	Kats Rural	Various Purchases	1	1,536.95
EFT10390	20/12/2017	TP & MB Shields	Clearing and cart rubbish 4 Broad Ave and 1 White Ave	1	500.01
EFT10391	20/12/2017	WesTrac Equipment Pty Ltd	Parts	1	678.93
EFT10392	20/12/2017	Refuel Australia	TEXTRAN 205L	1	995.00
EFT10393	20/12/2017	S & K Electrical Contracting Pty Ltd	Repairs	1	1,018.03
EFT10394	20/12/2017	GH Country Courier	Freight	1	186.27
EFT10395	20/12/2017	Burgess Rawson (WA) Pty Ltd	Rent	1	137.50
EFT10396	20/12/2017	Sigma Companies Group Pty Ltd	Purchases	1	54.45
EFT10397	20/12/2017	Bob Waddell & Associates Pty Ltd	Assistance with audit and annual financial report	1	1,122.00

EFT10398	20/12/2017	Midwest Fire Protection	Purchases	1	189.75
EFT10399	20/12/2017	Kyalla Farms	30 hours pushing up gravel	1	18,000.00
EFT10400	20/12/2017	SUNNY INDUSTRIAL BRUSHWARE	Purchases	1	750.20
EFT10401	20/12/2017	ARC Infrastructure	Water RE Coup	1	65.49
EFT10402	20/12/2017	Boya Equipment	Side dish mower	1	3,841.00
EFT10403	20/12/2017	MEEDAC Incorporated	Tip attendant 120 hours	1	5,100.00
EFT10404	20/12/2017	Visimax	Purchases	1	626.60
EFT10405	20/12/2017	DALLYWATER CONSULTING	Contract EHO on site 5 days @ 8 hours	1	4,444.00
EFT10406	21/12/2017	Joyner Slot Consulting	Consultancy Services, Morawa Regeneration Project Proposal Stage 1	1	10,848.75
EFT10407	21/12/2017	Australian Services Union	Payroll deductions	1	82.35
EFT10408	21/12/2017	Department of Human Services	Payroll deductions	1	329.60
11771	01/12/2017	Synergy	Usage	1	1,750.55
11772	05/12/2017	Shire of Morawa	12 Months registration various Shire Vehicles	1	5,943.95
11773	05/12/2017	Synergy	Usage 23 Nov to 23 Nov 2017	1	1,241.55
11774	05/12/2017	Telstra Corporation Limited	Usage 16th Oct to 15 Nov 2017	1	43.86
11776	18/12/2017	Shire of Morawa	Licence x 12 months	1	320.85
11777	18/12/2017	Synergy	Street Lights power usage	1	3,845.70
11778	18/12/2017	Telstra Corporation Limited	Phone Usage	1	479.38

DD5917.9	18/12/2017	Morawa Licensed Post Office Emmlee's	Postage for NOV 17	1	139.84
DD5918.0	20/12/2017	Telstra Corporation Limited	Phone Usage 1/12/2017 to 01/01/2018	1	2,521.13
DD5915.1	13/12/2017	WA Local Government Superannuation Plan	Payroll deductions	1	7,312.30
DD5915.2	13/12/2017	BT FINANCIAL GROUP	Superannuation contributions	1	313.37
DD5915.3	13/12/2017	MLC Super Fund	Superannuation contributions	1	232.34
DD5915.4	13/12/2017	Commonwealth Bank Group Super	Superannuation contributions	1	88.08
DD5915.5	13/12/2017	Concept One	Superannuation contributions	1	484.74
DD5915.6	13/12/2017	Australian Super	Superannuation contributions	1	223.97
DD5915.7	13/12/2017	LGIA Super	Superannuation contributions	1	321.54
DD5926.1	13/12/2017	Commonwealth Bank Group Super	Superannuation contributions	1	-88.08
DD5935.1	27/12/2017	WA Local Government Superannuation Plan	Payroll deductions	1	7,251.80
DD5935.2	27/12/2017	BT FINANCIAL GROUP	Superannuation contributions	1	313.37
DD5935.3	27/12/2017	MLC Super Fund	Superannuation contributions	1	232.34
DD5935.4	27/12/2017	Concept One	Superannuation contributions	1	44.07
DD5935.5	27/12/2017	Australian Super	Superannuation contributions	1	223.97
DD5935.6	27/12/2017	LGIA Super	Superannuation contributions	1	321.54
DD5947.1	18/12/2017	Australian Taxation Office	November BAS 2017	1	25,902.00
DD5962.1	05/12/2017	BankWest	Dec Credit Card 2017	1	1,873.12
DD5962.2	01/12/2017	Westnet Pty Ltd	Internet Dec 2017	1	224.75

Nov-17

Business Credit Card - Sean Fletcher Bankwest Mastercard					
Date	Description	Accounts	Account Description	Amount	GST
30/10/2017	Monyash Investments	1041030.520	Meals	8.00	0.73
30/10/2017	Monyash Investments	1041030.520	Meals	23.80	2.16
			Total Purchases for S Fletcher	31.80	2.89

Business Credit Card - Fred Gledhill Bankwest Mastercard

Date	Description	Accounts	Account Description	Amount	GST
				0.00	
			Total Purchases for F. Gledhill	0.00	0.00

Business Credit Card - Sam Appleton

Date	Description	Accounts	Account Description	Amount	GST
3/11/2017	Telstra	1041150.520	Cr Collins recharge on IPAD	140.00	12.73
11 4/11/2017	Spotlight	BM9306, BM9308	Curtains and Accessories Aged care units	790.92	71.90
6/11/2017	DPIRD Agriculture	1131030.520	Maps and charts	40.00	3.64
15/11/2017	Red Dot Stores	1041030.520	Christmas Decorations	142.50	12.95
15/11/2017	Spotlight	1041030.520	Christmas Decorations	65.00	5.91
15/11/2017	Office National	1146260.520	Labels for files	13.90	1.26
22/11/2017	Batavia Furniture and Bedding	1146080.502	dining table 18A Evans Street	649.00	59.00
				0.00	
			Total Purchases for S. Appleton	1841.32	167.39

	Total Fees and Charges	1873.12	2.89
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<i>Item No/Subject</i>	7.2.2.2 Reconciliations - December 2017
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	23 January 2018 - Candice Smith – Senior Finance Officer
<i>Responsible Officer:</i>	Fred Gledhill – Executive Manager Corporate & Community Services
<i>Applicant/Proponent:</i>	Executive Manager Corporate & Community Services
<i>File Number:</i>	FM.ACC.1
<i>Previous minute/s & Reference:</i>	

SUMMARY

Local Government (Financial Management) Regulation 34 (1) (a) states that a Local Government must prepare financial statements monthly.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Nil

BACKGROUND INFORMATION

The information provided is obtained from the Bank Reconciliations carried out for Municipal Bank/Reserves Bank and the Trust Bank to ensure all transactions have been accounted for.

OFFICER'S COMMENT

The Shire of Morawa's financial position is as follows:-

BANK BALANCES AS AT 31 December 2017

Account	2017
Municipal Account #	\$1,613,193.83
Trust Account	\$15,980.75
Business Telenet Saver (Reserve) Account	\$3,423,560.41
WA Treasury O/night Facility (Super Towns) Account	\$601,215.75
Reserve Term Deposit (Community Development)	\$500,000.00
Reserve Term Deposit (Future Funds 1)	\$800,000.00
Reserve Term Deposit (Future Funds 2)	\$800,000.00

BANK RECONCILIATION BALANCES

The Bank Reconciliation Balances for 31 December 2017 with a comparison for 31 December 2016 is as follows:

Account	2016	2017
Municipal Account #	\$411,281.39	\$1,605,272.41
Trust Account	\$12,845.29	\$18,453.40
Reserve Account	\$6,009,221.62	\$6,124,776.16

RESERVE ACCOUNT

The Reserve Funds of \$6,124,776.16 as at 31 December 2017 were invested in:-

- Bank of Western Australia \$3,423,560.41 in the Business Telenet Saver Account and
- \$6001,215.75 in the WA Treasury O/Night Facility
- Term Deposit (Future Funds 1) \$800,000.00
- Term Deposit (Future Funds 2) \$800,000.00
- Term Deposit (Community Development Fund) \$500,000.00

Breakdown for December 2017 with a comparison for December 2016 is as follows:

	2016	2017
Sports Complex Upgrade Reserve	\$0.00	\$0.00
Land & Building Reserve	\$79,543.38	\$100,516.54
Plant Reserve	\$985,969.28	\$910,408.51
Leave Reserve	\$288,458.43	\$282,655.95
Economic Development Reserve	\$108,715.55	\$109,897.99
Sewerage Reserve	\$145,512.90	\$217,473.57
Unspent Grants & Contributions Reserve	\$24,782.64	\$58,233.17
Community Development Reserve	\$1,183,834.45	\$1,206,152.43
Water Waste Management Reserve	\$0.00	\$0.00
Future Funds Reserve	\$2,150,814.05	\$2,134,815.78
Morawa Future Funds Interest Reserve	\$55,049.60	\$125,911.24
Aged Care Units Reserve Units 6-9	\$9,081.68	\$9,180.65
Aged Care Units Reserve Units 1-4	0	\$68,330.65
Aged Care Units Reserve Unit 5	0	\$54,852.44
Transfer Station Reserve	\$28,966.33	\$27.18
S/Towns Revitalisation Reserve	\$175,287.13	\$37,480.00
ST Solar Thermal Power Station Reserve	\$555,603.46	\$563,735.75
Business Units Reserve	\$61,626.16	\$82,404.32
Legal Reserve	\$15,094.51	\$20,285.69
Road Reserve	\$140,882.07	\$142,414.30
TOTAL	\$6,009,221.62	\$6,124,776.16

TRANSFER OF FUNDS

- \$521,430.00 from Unspent Grants to Municipal Fund being for General FAGS paid in advance June 2017. 17 July 2017
 - \$299,042.00 from Unspent Grants to Municipal Fund being for Roads FAGS paid in advance June 2017. 10 August 2017
 - \$140,000.00 from S/Towns Revitalisation Reserve to Municipal Fund being for monies spent on project 16/17. 26 October 2017
 - \$37,368.00 from Future Funds Reserve to Morawa Future Funds Interest Reserve being for 85% of interest from Term Deposit that matured October 2017 and was accrued as at the 30 June 2017. For the year 2016/17
- **Investment Transfers**
 - \$800,000.00 from Future Funds to Term Deposit Future Funds1 for 8 months @ 2.50% interest
 - \$800,000.00 from Future Funds to Term Deposit Future Funds2 for 8 months @ 2.50% interest
 - \$500,000.00 from Community Development Fund for 8 months @ 2.50% interest

COMMUNITY CONSULTATION

NIL

COUNCILLOR CONSULTATION

NIL

STATUTORY ENVIRONMENT

Local Government Act 1995 and Local Government (Financial Management) Regulations 1996

POLICY IMPLICATIONS

Section 3 – Finance 3.11 Risk Management Controls
Section 3 – Finance 3.4.3 Investment Policy – Delegated Authority

FINANCIAL IMPLICATIONS

As presented

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

As per Policy Section 3 – Finance 3.11 Risk Management Controls

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council receive the Shire of Morawa bank reconciliation report for 31 December 2017.

<i>Item No/Subject:</i>	7.2.2.3 Monthly Financial Statements – December 2017
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	7 February 2018 - Candice Smith – Senior Finance Officer
<i>Responsible Officer:</i>	Fred Gledhill – Executive Manager Corporate & Community Services
<i>Applicant/Proponent:</i>	Executive Manager Corporate & Community Services
<i>File Number:</i>	
<i>Previous minute/s & Reference:</i>	

SUMMARY

Local Government (Financial Management) Regulation 34(1) (a) states that a Local Government must prepare financial statements monthly – Attachment 1.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.2.3a December 2017 Monthly Financial Activity Report

A copy of the schedules is available if required.

BACKGROUND INFORMATION

Nil

OFFICER'S COMMENT

Nil

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 and Local Government (Financial Management) Regulations.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

As presented

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council receive the Shire of Morawa Statement of Financial Activity and the Variance Report for the period ending the 31 December 2017.



SHIRE OF MORAWA
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

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SHIRE OF MORAWA

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	NOTE	DECEMBER 2017 Actual \$	DECEMBER 2017 Y-T-D Budget \$	2017/18 Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating							
Revenues/Sources	1,2						
Governance		545	0	20,010	545	0.00%	
General Purpose Funding		444,917	446,760	897,142	(1,843)	(0.41%)	
Law, Order, Public Safety		15,299	11,854	26,230	3,445	29.06%	
Health		2,393	1,600	5,350	793	49.56%	
Education and Welfare		13,686	59,332	133,899	(45,646)	(76.93%)	▼
Housing		50,158	30,216	147,761	19,942	66.00%	▲
Community Amenities		436,417	494,733	554,091	(58,316)	(11.79%)	▼
Recreation and Culture		10,290	16,500	69,214	(6,210)	(37.64%)	
Transport		713,052	672,710	1,092,694	40,342	6.00%	
Economic Services		67,724	75,388	223,319	(7,664)	(10.17%)	
Other Property and Services		90,094	42,594	139,184	47,500	111.52%	▲
		1,844,575	1,851,687	3,308,894	(7,112)	(0.38%)	
(Expenses)/(Applications)	1,2						
Governance		(300,452)	(272,089)	(491,640)	(300,452)	0.00%	
General Purpose Funding		(137,623)	(81,486)	(174,282)	(56,137)	(68.89%)	▲
Law, Order, Public Safety		(67,502)	(44,582)	(84,223)	(22,920)	(51.41%)	▲
Health		(127,051)	(107,847)	(210,604)	(19,204)	(17.81%)	▲
Education and Welfare		(61,425)	(206,076)	(800,015)	144,651	70.19%	▼
Housing		(121,623)	(122,432)	(313,270)	809	0.66%	
Community Amenities		(291,221)	(380,617)	(741,202)	89,396	23.49%	▼
Recreation & Culture		(716,599)	(587,984)	(1,136,614)	(128,615)	(21.87%)	▲
Transport		(886,821)	(804,001)	(1,598,634)	(82,820)	(10.30%)	▲
Economic Services		(296,386)	(384,501)	(794,594)	88,115	22.92%	▼
Other Property and Services		(183,566)	(39,341)	(36,296)	(144,225)	(366.60%)	▲
		(3,190,269)	(3,030,956)	(6,381,374)	(431,402)	5.26%	
Net Result Excluding Rates		(1,345,694)	(1,179,269)	(3,072,480)	(438,514)		
Adjustments for Non-Cash							
(Revenue) and Expenditure							
(Profit)/Loss on Asset Disposals	4	0	(6,498)	(13,000)	6,498	100.00%	
Movement in Leave Reserve (Added Back)		1,518	0	0	1,518	0.00%	
Movement in Deferred Pensioner Rates/ESL (non-c)		0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-c)		0	0	0	0	0.00%	
Rounding Adjustment		0	0	0	0	0.00%	
Depreciation on Assets		869,554	731,634	1,463,496	137,920	(18.85%)	▲
Capital Revenue and (Expenditure)							
Purchase of Investments		0	0	0	0	0.00%	
Purchase Land Held for Resale	3	0	(9,996)	(20,000)	9,996	100.00%	
Purchase Land and Buildings	3	(527)	(51,500)	(155,000)	50,973	98.98%	▼
Purchase Plant and Equipment	3	0	(20,000)	(155,000)	20,000	100.00%	▼
Purchase Furniture and Equipment	3	0	(12,870)	(22,870)	12,870	100.00%	▼
Purchase Infrastructure Assets - Roads	3	(516,430)	(895,099)	(1,631,978)	378,669	42.30%	▼
Purchase Infrastructure Assets - Footpaths	3	0	0	(27,937)	0	0.00%	
Purchase Infrastructure Assets - Drainage	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Parks & Ovals	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Airfields	3	0	(10,000)	(10,000)	10,000	100.00%	
Purchase Infrastructure Assets - Play Equip	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Sewerage	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Dams	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Other	3	(63,968)	(55,002)	(137,500)	(8,966)	(16.30%)	
Proceeds from Disposal of Assets	4	0	0	15,000	0	0.00%	
Repayment of Debentures	5	(47,147)	(47,485)	(70,815)	338	0.71%	
Proceeds from New Debentures	5	0	0	0	0	0.00%	
Advances to Community Groups		0	0	0	0	0.00%	
Self-Supporting Loan Principal Income	5	0	0	0	0	0.00%	
Transfers to Restricted Assets (Reserves)	6	(124,601)	(94,828)	(278,751)	(29,773)	(31.40%)	▲
Transfers from Restricted Asset (Reserves)	6	997,840	1,337,562	1,892,170	(339,722)	(25.40%)	▼
ADD Net Current Assets July 1 B/Fwd	7	558,952	428,376	428,376	130,576	30.48%	
LESS Net Current Assets Year to Date	7	2,120,754	1,917,670	564	203,084	(10.59%)	
Amount Raised from Rates	8	(1,791,257)	(1,802,645)	(1,796,852)	11,388	(0.63%)	

This statement is to be read in conjunction with the accompanying notes.

Material Variances SymbolAbove Budget Expectations
Below Budget Expectations▲
▼Greater than 10,000 and greater than 10%
Less than 10,000 and less than 10%

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

The budget has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The budget has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Superannuation

The Council contributes to a number of superannuation funds on behalf of employees.

(g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, 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 shown as short term borrowings in current liabilities on the statement of financial position.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Trade and Other Receivables

Collectibility of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(i) Inventories

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is complete are expensed.

Revenue arising from the sale of property is recognised in the statement of comprehensive income as at the time of signing an unconditional contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(j) Fixed Assets

Each class of fixed assets is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation or impairment losses.

Initial Recognition

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 Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Revaluation

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases in the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the statement of comprehensive income.

Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, 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.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Land Under Roads

In Western Australia, all land under roads is Crown Land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

Whilst this treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4(2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Council.

Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Buildings	50 to 100 years
Furniture and Equipment	10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and	
major re-surfacing	
- bituminous seals	20 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	12 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Footpaths - slab	40 years

Depreciation of Non-Current Assets (Continued)

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Capitalisation Threshold

Expenditure under the thresholds listed below is not capitalised. Rather, it is recorded on an asset

- Land	Nil (All Land Capitalised)
- Buildings	2,000
- Plant & Equipment	2,000
- Furniture & Equipment	1,000
- Infrastructure	5,000

Capitalisation Threshold

Expenditure on items of equipment under \$5,000 is not capitalised. Rather, it is recorded on an asset inventory listing.

(k) Financial Instruments

Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or at cost.

Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments;
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
- (b) less any reduction for impairment.

The effective interest rate method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Financial Instruments (Continued)

Classification and Subsequent Measurement (Continued)

(i) Financial assets at fair value through profit and loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

(ii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

Loans and receivables are included in current assets, except for those which are not expected to mature within 12 months after the end of the reporting period (classified as non-current assets).

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity.

Held-to-maturity financial assets are included in non-current assets, except for those which are expected to mature within 12 months after the end of the reporting period, which are classified as current assets.

If the Council were to sell other than an insignificant amount of held-to-maturity financial assets, the whole category would be tainted and reclassified as available-for-sale.

(iv) Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

Available-for-sale financial assets are included in non-current assets, except for those which are expected to mature within 12 months of the end of the reporting period (classified as current assets).

(v) Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Impairment

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in the statement of comprehensive income.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Estimation of Fair Value

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes.

The fair value of financial instruments traded in active markets is based on quoted market prices at the reporting date.

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. Council uses a variety of methods and makes assumptions that are based on market conditions existing at each balance date. These include the use of recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and option pricing models making maximum use of market inputs and relying as little as possible on entity-specific inputs.

Quoted market prices or dealer quotes for similar instruments are used for long-term debt instruments held. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments.

The nominal value less estimated credit adjustments of trade receivables and payables are assumed to approximate their fair values. The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Council for similar financial instruments.

(m) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the statement of comprehensive income.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of adopting the budget, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2013.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on this budget document.

(n) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Council has a present obligation to pay resulting from employees' services provided to reporting date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(p) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(q) Provisions

Provisions are recognised when:

- a) the Council has a present legal or constructive obligation as a result of past events;
- b) for which it is probable that an outflow of economic benefits will result to settle the obligation; and
- c) 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.

Provisions are not recognised for future operating losses.

(r) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

(s) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation of the current budget year.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

2. STATEMENT OF OBJECTIVE

The Shire of Morawa is dedicated to providing high quality services to the community through the various service orientated programs which it has established.

GOVERNANCE

Includes members of Council, Civic Functions & Public Relations, Council Elections, Training/Education. Objective is to provide a management & administrative structure to service Council & the community.

GENERAL PURPOSE FUNDING

Includes Rates, Loans, Investments & Grants. Objective is to manage Council's finances.

LAW, ORDER, PUBLIC SAFETY

Includes Emergency Services & Animal Control. Objective is to provide, develop & manage services in response to community needs.

HEALTH

Includes Environmental Health, Medical & Health facilities. Objective is to provide, develop & manage services in response to community needs.

EDUCATION AND WELFARE

Includes Education, Welfare & Children's Services. Objective is to provide, develop & manage services in response to community needs.

HOUSING

Includes Staff & Other Housing. Objective is to ensure quality housing and appropriate infrastructure is maintained.

COMMUNITY AMENITIES

Includes Refuse Collection, Sewerage, Cemetery, Building Control, Town Planning & Townscape. Objective is to provide, develop & manage services in response to community needs.

RECREATION AND CULTURE

Includes Pools, Halls, Library, Oval, Parks & Gardens & Recreational Facilities. Objective is to ensure the recreational & cultural needs of the community are met.

TRANSPORT

Includes Roads, Footpaths, Private Works, Machine Operating Costs, Outside Wages & Airstrip. Objective is to effectively manage transport infrastructure.

ECONOMIC SERVICES

Includes Tourism, Rural Services, Economic Development & Caravan Park. Objective is to foster economic development, tourism & rural services in the district.

OTHER PROPERTY & SERVICES

Includes Private Works, Public Works Overheads, Plant Operating Costs, Administration Overheads and Unclassified Items. Objective is to provide control accounts and reporting facilities for all other operations.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 YTD Budget \$	DECEMBER 2017 Actual \$
3. ACQUISITION OF ASSETS			
The following assets have been acquired during the period under review:			
<u>By Program</u>			
Governance			
Upgrade to Old Council Chambers	50,000	12,500	527.16
Housing			
Aged Person Units x 4 - water metres	60,000	24,000	0.00
Community Amenities			
New Tip Site Construction	70,000	17,500	0.00
Community Bus	135,000	0	0.00
Recreation and Culture			
Storage Shed 6x6	10,000	5,000	0.00
Diving Blocks	10,000	5,000	4,880.00
Sports Complex Upgrade	10,000	0	0.00
Furniture & Equipment	20,000	10,000	0.00
Morawa Interpretation Trails Project	20,000	10,002	0.00
Bowling Club Lighting	0	0	0.00
Skate Park CCTV Cameras	0	0	0.00
Skate Park	0	0	0.00
Transport			
Road Construction			
- Rural Roads Construction	1,483,543	796,749	399,828.30
- Townsite Roads Construction	148,435	98,350	116,601.52
Bridges Construction	0	0	0.00
Drainage Construction	0	0	0.00
Footpath Construction	27,937	0	0.00
Depot Upgrade	0	0	0.00
Plant & Equipment - Road Plant Purchases	0	0	0.00
Airfield Lighting Upgrade	10,000	10,000	0.00
Economic Services			
Caravan Park Camp Kitchen/Caretakers Cabin	25,000	10,000	0.00
Caravan Park Concept Plan	12,500	12,500	0.00
Morawa Gateway Project	25,000	10,000	0.00
Industrial Land Development	20,000	9,996	0.00
Phase 1 - Civic Square/Pedestrian Crossing	0	0	26,264.09
Construction of Footpath - Jubilee Park	0	0	32,824.28
Phase 2 - Road Freight Alignment	0	0	0.00
Other Property & Services			
Purchase of Lot 9000, White Ave	0	0	0.00
Administration Furniture & Equipment	2,870	2,870	0.00
CEO/DCEO/MAF Vehicles	20,000	20,000	0.00
	<u>2,160,285</u>	<u>1,054,467</u>	<u>580,925.35</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 YTD Budget \$	DECEMBER 2017 Actual \$
3. ACQUISITION OF ASSETS (Continued)			
The following assets have been acquired during the period under review:			
<u>By Class</u>			
Land Held for Resale	20,000	9,996	0.00
Investments	0	0	0.00
Land	0	0	0.00
Buildings	155,000	51,500	527.16
Plant and Equipment	155,000	20,000	0.00
Furniture and Equipment	22,870	12,870	0.00
Infrastructure Assets - Roads	1,631,978	895,099	516,429.82
Infrastructure Assets - Footpaths	27,937	0	0.00
Infrastructure Assets - Drainage/Dams	0	0	0.00
Infrastructure Assets - Parks & Ovals	0	0	0.00
Infrastructure Assets - Airfields	10,000	10,000	0.00
Infrastructure Assets - Playground Equipment	0	0	0.00
Infrastructure Assets - Sewerage	0	0	0.00
Infrastructure Assets - Dams	0	0	0.00
Infrastructure Assets - Other	137,500	55,002	63,968.37
	<u>2,160,285</u>	<u>1,054,467</u>	<u>580,925.35</u>

SHIRE OF MORAWA
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$
Law, Order & Public Safety						0.00
Community Amenities						0.00
1996 Toyota Coaster Community Bus MO403	2,000		15,000		13,000	
Recreation & Culture						0.00
Transport						0.00
						0.00
						0.00
Other Property & Services						0.00
						0.00
	2,000	0.00	15,000	0.00	13,000	0.00

By class of asset	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$
Plant & Equipment						0.00
1996 Toyota Coaster Community Bus MO403	2,000	0.00	15,000	0.00	13,000	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
	2,000	0.00	15,000	0.00	13,000	0.00

DECEMBER 2017	
2017/18	2017
Budget	Actual
\$	\$
13,000	0.00
0	0.00
13,000	0.00

Summary
Profit on Asset Disposals
Loss on Asset Disposals

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

INFORMATION ON BORROWINGS

Debt Repayments

Particulars	Principal 1-Jul-16	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$
Housing									
Loan 133 - GEHA House	70,621	0	0	34,156	16,799	36,465	53,822	4,076	
Loan 134 - 2 Broad Street	49,838	0	0	24,158	24,158	25,680	25,680	3,090	
Loan 136 - 24 Harley Street - Staff Housing	332,137	0	0	12,501	6,190	319,636	325,947	12,931	
	452,596	0	0	70,814.62	47,147	381,781.38	405,449	20,097	0

All debt repayments are to be financed by general purpose revenue.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$
6. RESERVES - CASH BACKED		
(a) Leave Reserve		
Opening Balance	281,137	281,138
Amount Set Aside / Transfer to Reserve	7,611	1,518
Amount Used / Transfer from Reserve	<u>(80,000)</u>	<u>0</u>
	<u>208,748</u>	<u>282,656</u>
(b) Sports and Recreation Facilities Reserve		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	<u>0</u>	<u>0</u>
	<u>0</u>	<u>0</u>
(c) Plant Reserve		
Opening Balance	905,518	905,518
Amount Set Aside / Transfer to Reserve	108,411	4,890
Amount Used / Transfer from Reserve	<u>(60,000)</u>	<u>0</u>
	<u>953,929</u>	<u>910,409</u>
(d) Building Reserve		
Opening Balance	99,976	99,977
Amount Set Aside / Transfer to Reserve	20,929	540
Amount Used / Transfer from Reserve	<u>(50,000)</u>	<u>0</u>
	<u>70,905</u>	<u>100,517</u>
(e) Economic Development Reserve		
Opening Balance	109,308	109,308
Amount Set Aside / Transfer to Reserve	1,015	590
Amount Used / Transfer from Reserve	<u>(25,000)</u>	<u>0</u>
	<u>85,323</u>	<u>109,898</u>
(f) Community Development Reserve		
Opening Balance	1,187,559	1,187,559
Amount Set Aside / Transfer to Reserve	11,030	18,594
Amount Used / Transfer from Reserve	<u>(10,000)</u>	<u>0</u>
	<u>1,188,589</u>	<u>1,206,152</u>
(g) Sewerage Reserve		
Opening Balance	216,306	216,305
Amount Set Aside / Transfer to Reserve	34,528	1,168
Amount Used / Transfer from Reserve	<u>(70,000)</u>	<u>0</u>
	<u>180,834</u>	<u>217,474</u>
(h) Unspent Grants and Contributions Reserve		
Opening Balance	877,391	877,390
Amount Set Aside / Transfer to Reserve	8,149	1,316
Amount Used / Transfer from Reserve	<u>(832,972)</u>	<u>(820,472)</u>
	<u>52,568</u>	<u>58,233</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$
6. RESERVES (Continued)		
(i) Business Units Reserve		
Opening Balance	81,961	81,962
Amount Set Aside / Transfer to Reserve	20,761	443
Amount Used / Transfer from Reserve	0	0
	<u>102,722</u>	<u>82,404</u>
(j) Morawa Future Funds Interest		
Opening Balance	88,036	88,036
Amount Set Aside / Transfer to Reserve	12,050	37,875
Amount Used / Transfer from Reserve	0	0
	<u>100,086</u>	<u>125,911</u>
(k) Morawa Community Future Funds Reserve		
Opening Balance	2,121,127	2,121,127
Amount Set Aside / Transfer to Reserve	19,703	51,056
Amount Used / Transfer from Reserve	(36,000)	(37,368)
	<u>2,104,830</u>	<u>2,134,816</u>
(l) Refuse Transfer Station Reserve		
Opening Balance	27	27
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>27</u>	<u>27</u>
(m) Aged Care Units Reserve - Units 6-9		
Opening Balance	9,131	9,131
Amount Set Aside / Transfer to Reserve	85	50
Amount Used / Transfer from Reserve	0	0
	<u>9,216</u>	<u>9,181</u>
(n) ST-N/Midlands Solar Thermal Power		
Opening Balance	559,632	558,966
Amount Set Aside / Transfer to Reserve	5,198	4,103
Amount Used / Transfer from Reserve	(550,000)	0
	<u>14,830</u>	<u>563,069</u>
(o) ST-Morawa Revitalisation Reserve		
Opening Balance	176,558	176,348
Amount Set Aside / Transfer to Reserve	1,640	922
Amount Used / Transfer from Reserve	(178,198)	(140,000)
	<u>0</u>	<u>37,270</u>
(p) Legal Fees Reserve		
Opening Balance	20,177	20,177
Amount Set Aside / Transfer to Reserve	5,187	109
Amount Used / Transfer from Reserve	0	0
	<u>25,364</u>	<u>20,286</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$
6. RESERVES (Continued)		
(q) Road Reserve		
Opening Balance	141,649	141,649
Amount Set Aside / Transfer to Reserve	1,316	765
Amount Used / Transfer from Reserve	0	0
	<u>142,965</u>	<u>142,414</u>
(r) Aged Care Units 1-4		
Opening Balance	67,964	67,964
Amount Set Aside / Transfer to Reserve	631	367
Amount Used / Transfer from Reserve	0	0
	<u>68,595</u>	<u>68,331</u>
(s) Aged Care Unit 5		
Opening Balance	54,558	54,558
Amount Set Aside / Transfer to Reserve	507	295
Amount Used / Transfer from Reserve	0	0
	<u>55,065</u>	<u>54,852</u>
(t) Swimming Pool Reserve		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	20,000	0
Amount Used / Transfer from Reserve	0	0
	<u>20,000</u>	<u>0</u>
Total Cash Backed Reserves	5,384,596	6,123,900
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	7,611	1,518
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	108,411	4,890
Building Reserve	20,929	540
Economic Development Reserve	1,015	590
Community Development Reserve	11,030	18,594
Sewerage Reserve	34,528	1,168
Unspent Grants and Contributions Reserve	8,149	1,316
Business Units Reserve	20,761	443
Morawa Community Future Funds Interest	12,050	37,875
Morawa Community Future Fund Reserve	19,703	51,056
Refuse Transfer Station Reserve	0	0
Aged Care Units Reserve - Units 6-9	85	50
ST-N/Midlands Solar Thermal Power	5,198	4,103
ST-Morawa Revitalisation Reserve	1,640	922
Legal Fees Reserve	5,187	109
Road Reserve	1,316	765
Aged Care Units 1-4	631	367
Aged Care Unit 5	507	295
Swimming Pool Reserve	20,000	0
	<u>278,751</u>	<u>124,601</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$
6. RESERVES (Continued)		
Transfers from Reserves		
Leave Reserve	(80,000)	0
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	(60,000)	0
Building Reserve	(50,000)	0
Economic Development Reserve	(25,000)	0
Community Development Reserve	(10,000)	0
Sewerage Reserve	(70,000)	0
Unspent Grants and Contributions Reserve	(832,972)	(820,472)
Business Units Reserve	0	0
Morawa Community Future Funds Interest	0	0
Morawa Community Future Fund Reserve	(36,000)	(37,368)
Refuse Transfer Station Reserve	0	0
Aged Care Units Reserve - Units 6-9	0	0
ST-N/Midlands Solar Thermal Power	(550,000)	0
ST-Morawa Revitalisation Reserve	(178,198)	(140,000)
Legal Fees Reserve	0	0
Road Reserve	0	0
Aged Care Units 1-4	0	0
Aged Care Unit 5	0	0
Swimming Pool Reserve	0	0
	<u>(1,892,170)</u>	<u>(997,840)</u>
Total Transfer to/(from) Reserves	<u>(1,613,419)</u>	<u>(873,239)</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve

To be used to fund leave requirements.

Sportsground Complex Upgrade Reserve

To be used to upgrade the Sporting Complex Facilities.

Plant Reserve

To be used to upgrade, replace or purchase new plant and equipment.

Building Reserve

To be used to refurbish, replace, extend or establish Council owned buildings.

Economic Development Reserve

To be used to create economic development initiatives in the local community.

Community Development Reserve

To be used for Community Projects within the Shire of Morawa

Sewerage Reserve

To be used to repair, replace or extend the sewerage facility.

Unspent Grants and Contributions Reserve

To be used as a quarantine for unspent committed funds.

Business Units Reserve

To be used to upgrade, refurbish or purchase new Business Units

Morawa Community Future Funds Interest

To be used for Morawa Community Projects

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

6. RESERVES (Continued)

Morawa Community Future Fund Reserve

To be used to provide an ongoing conduit for benefits to the people and environment of the Morawa Shire through the Sinosteel Midwest Corporation Morawa Future Fund Foundation Memorandum

Refuse Transfer Station Reserve

To be used for Morawa Landfill closure and Refuse Transfer Station implementation project - R4R

Aged Care Units 6-9 Reserve

To be used for the maintenance/ construction of Aged Care Units at the Morawa Perenjori Health

ST - N/Midlands Solar Thermal Power

Reserves

Super Town funds to be used for the N/Midlands Solar Thermal Power feasibility Study Project

ST-Morawa Revitalisation Reserve

Super Town funds to be used for the Morawa Town Revitalisation Project

Legal Fees Reserve

to be utilised for unforeseen Legal Fees

Road Reserve

to be utilised for future Road Construction and Maintenance

Except for the Unspent Grants and Contributions Reserve, the Reserves are not expected to be used within a set period as further transfers to the reserve accounts are expected as funds are utilised.

Aged Care Units 1-4 Reserve

To be used for the maintenance/upgrade of Aged Care Units 1-4 at the Morawa Perenjori Health

Aged Care Unit 5 Reserve

To be used for the maintenance/upgrade Aged Care Unit 5 at the Morawa Perenjori Health

Swimming Pool Reserve

To be used for the maintenance/upgrade to Morawa Swimming Pool

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2016/17 B/Fwd Per 2017/18 Budget \$	2016/17 B/Fwd Per Financial Report \$	2017/18 Actual \$
7. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	48,420	(176,517)	1,605,922
Cash - Restricted Unspent Grants	0	317,600	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	6,998,015	6,997,139	6,123,900
Rates - Current	0	487,406	782,282
Sundry Debtors	542,642	48,351	49,371
GST Receivable	0	76,915	37,022
Accrued Income/Prepayments	0	109,256	46,756
Provision for Doubtful Debts	0	(722)	(722)
Other Current Debtors	0	0	0
Inventories	1,335	1,119	1,119
	<u>7,590,412</u>	<u>7,860,547</u>	<u>8,645,650</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(60,497)	(92,665)	(209,815)
Income Received in Advance	0	0	(22,294)
GST Payable	0	(44,535)	(1,188)
Payroll Creditors	0	0	0
Accrued Expenditure	0	(1,634)	0
Other Payables	0	(5,953)	(18,192)
Withholding Tax Payable	0	0	0
Payg Payable	0	(43,671)	(49,918)
Accrued Interest on Debentures	0	(3,509)	0
Accrued Salaries and Wages	0	(8,965)	0
Current Employee Benefits Provision	(384,662)	(384,662)	(384,662)
Current Loan Liability	6,938	(70,815)	(23,669)
	<u>(438,221)</u>	<u>(656,409)</u>	<u>(709,738)</u>
NET CURRENT ASSET POSITION	7,152,191	7,204,138	7,935,912
Less: Cash - Reserves - Restricted	(6,998,015)	(6,997,139)	(6,123,900)
Less: Cash - Unspent Grants - Restricted	0	0	0
Less: Land Held for Resale	0	0	2,417
Add Back : Component of Leave Liability not Required to be Funded	281,138	281,138	282,656
Add Back : Current Loan Liability	(6,938)	70,815	23,669
SURPLUS/(DEFICIENCY) C/FWD	<u>428,376</u>	<u>558,952</u>	<u>2,120,754</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

8. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2017/18 Rate Revenue \$	2017/18 Interim Rates \$	2017/18 Back Rates \$	2017/18 Total Revenue \$	2017/18 Budget \$
General Rate								
GRV Residential/Commercial	0.07571	269	2,912,592	212,543	0	0	212,543	214,220
UV Rural	0.02304	205	63,004,000	1,451,801	0	0	1,451,801	1,451,801
UV Mining	0.28968	15	472,333	136,826	0	0	136,826	136,826
Sub-Totals		489	66,388,925	1,801,170	0	0	1,801,170	1,802,847
Minimum Rates	Minimum \$							
GRV Residential/Commercial	290	45	26,778	13,340		0	13,340	13,050
UV Rural	290	6	53,200	1,740	0	0	1,740	1,740
UV Mining	656	11	11,311	7,216	0	0	7,216	7,216
Sub-Totals		62	91,289	22,296	0	0	22,296	22,006
Discounts							1,823,466	
Total amount raised from general rates							(32,209)	(28,000)
Ex-Gratia Rates							1,791,257	1,796,853
Rates Written Off							5,914	5,792
Specified Area Rates							(61)	(2,000)
Movement in Excess Rates							0	0
Total Rates							(36,284)	0
							1,760,826	1,800,645

All land except exempt land in the Shire of Morawa is rated according to its Gross Rental Value (GRV) in townships or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2017/18 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Housing Bonds	2,000	0	0	2,000
Dreghorn Unit Bonds	1,164	0	0	1,164
Bonds Hall/Rec Centre Hire	100	800	0	900
Aged Care - Bond Karl Strudwick Number 5	1,266	0	0	1,266
Youth Centre	865	0	0	865
Council Nominations	0	320	0	320
Bill Johnson Unit 1 Bond	0	0	0	0
Haulmore Trailers Land Dep	4,641	0	0	4,641
Social Club Payments	0	0	0	0
Local Drug Action Group	660	0	0	660
BCITF/BRB Training Levy	1,818	57	(2,217)	(342)
Daphne Little - Excess Rent	1,704	0	0	1,704
Morawa Oval Function Centre	1,763	500	0	2,263
	15,981	1,677	(2,217)	15,441

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

10. OPERATING STATEMENT

	DECEMBER		
	2017	2017/18	2016/17
	Actual	Budget	Actual
	\$	\$	\$
OPERATING REVENUES			
Governance	545	20,010	40
General Purpose Funding	2,236,174	2,693,995	4,202,543
Law, Order, Public Safety	15,299	26,230	396,038
Health	2,393	5,350	3,328
Education and Welfare	13,686	133,899	33,333
Housing	50,158	147,761	661,358
Community Amenities	436,417	554,091	439,329
Recreation and Culture	10,290	69,214	329,087
Transport	713,052	1,092,694	4,971,279
Economic Services	67,724	223,319	156,934
Other Property and Services	90,094	139,184	231,249
TOTAL OPERATING REVENUE	3,635,832	5,105,747	11,424,518
OPERATING EXPENSES			
Governance	300,452	491,640	449,851
General Purpose Funding	137,623	174,282	196,911
Law, Order, Public Safety	67,502	84,223	146,986
Health	127,051	210,604	155,117
Education and Welfare	61,425	800,015	176,028
Housing	121,623	313,270	152,845
Community Amenities	291,221	741,202	585,147
Recreation & Culture	716,599	1,136,614	1,164,884
Transport	886,821	1,598,634	5,175,238
Economic Services	296,386	794,594	415,210
Other Property and Services	183,566	36,296	62,476
TOTAL OPERATING EXPENSE	3,190,269	6,381,374	8,680,694
CHANGE IN NET ASSETS			
RESULTING FROM OPERATIONS	<u>445,563</u>	<u>(1,275,627)</u>	<u>2,743,824</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

11. BALANCE SHEET

	DECEMBER 2017 Actual \$	2016/17 Actual \$
CURRENT ASSETS		
Cash Assets	7,729,822	7,138,222
Receivables	914,710	721,205
Inventories	1,119	1,119
TOTAL CURRENT ASSETS	8,645,651	7,860,546
NON-CURRENT ASSETS		
Receivables	16,559	16,559
Inventories	0	0
Property, Plant and Equipment	22,761,245	23,105,106
Infrastructure	44,126,943	44,071,710
TOTAL NON-CURRENT ASSETS	66,904,747	67,193,375
TOTAL ASSETS	75,550,398	75,053,921
CURRENT LIABILITIES		
Payables	301,407	200,933
Interest-bearing Liabilities	23,669	70,815
Provisions	384,662	384,662
Trust Imbalance	(2,417)	239,867
TOTAL CURRENT LIABILITIES	707,321	656,410
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	381,781	381,782
Provisions	26,386	26,386
TOTAL NON-CURRENT LIABILITIES	408,167	408,168
TOTAL LIABILITIES	1,115,488	1,064,578
NET ASSETS	74,434,910	73,989,343
EQUITY		
Retained Surplus	35,656,022	34,337,220
Reserves - Cash Backed	6,123,900	6,997,139
Reserves - Asset Revaluation	32,654,987	32,654,987
TOTAL EQUITY	74,434,909	73,989,346

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

12. FINANCIAL RATIO

	2017 YTD	2016	2015	2014
Current Ratio	5.940	4.220	3.530	7.880

The above rates are calculated as follows:

Current Ratio equals
$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

SHIRE OF MORAWA
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017
Report on Significant variances Greater than 10% and \$10,000

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (eg a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

The Materiality variances adopted by Council are:

Actual Variance to YTD Budget up to 5%:

Don't Report

Actual Variance exceeding 10% of YTD Budget

Use Management Discretion

Actual Variance exceeding 10% of YTD Budget and a value greater than \$10,000:

Must Report

REPORTABLE OPERATING REVENUE VARIATIONS

Education and Welfare - Variance below budget expectations

Youth Centre income decreased due to changes to operations of the Youth Centre -
Timing on grant income

Housing - Variance above budget expectations

18B Evans insurance claim received - unbudgeted for. Offset by expense. Aged Care
income above YTD budget expectations - timing

Community Amenities - Variance below budget expectations.

Timing - Waiting for answer on Grant for Community Bus

Other Property & Services - Variance above budget expectations.

TAFE training offset with expenses, use of our equipment

REPORTABLE OPERATING EXPENSE VARIATIONS

Note: Depreciation is not raised until after the audit is completed.
This affects variations across all programs

General Purpose Funding - Variance above budget expectations

GRV Revaluations completed (5 yearly) - timing in budget

Law, Order and Public Safety - Variance above budget expectations.

Changes to SES to DFES = timing

Health - Variance above budget expectations.

External EHO expenses higher the anticipated budget

Education and Welfare - Variance below budget expectations

Industry Training centre yet to commence

Community Amenities - Variance below budget expectations.

Tip maintenance costs and Public Toilet Amenities expenses under budget expectations

Recreation and Culture - Variance above budget expectations.

Relief Swimming Pool Manger non budgeted item

Transport - Variance above budget expectations.

Town Roads Construction higher than budget forecast - timing

Economic Services - Variance below budget expectations

Timing Variance on Caravan Park operation expenses

SHIRE OF MORAWA
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017
Report on Significant variances Greater than 10% and \$10,000

Other Property & Services - Variance above budget expectations.

Envisio Programme to be adjusted at the Budget Review
Consultancy Fees higher than anticipated budget due to leave - arrangements for
Senior Officers will be adjusted and reallocated to correct accounts

REPORTABLE NON-CASH VARIATIONS

(Profit)/Loss on Asset Disposals - Variance above budget expectations.

REPORTABLE CAPITAL EXPENSE VARIATIONS

Purchase of Land & Buildings - Variance below budget expectations.

Purchase of land for tip site - Timing

Purchase of Plant & Equipment - Variance above budget expectations.

Purchases overall under budget expectations

Purchase of Infrastructure Assets Roads - Variance below budget expectations.

Capital Road Works for roads under budget - timing

Purchase Infrastructure Assets - Other- Variance above budget expectations.

Timing Variance on Road Construction
Morawa Gateway Project awaiting grants
Morawa Perenjori Trails Project awaiting grants

Transfer to Reserves - Variance below budget expectations.

Transfers to Reserves - timing

REPORTABLE CAPITAL INCOME VARIATIONS

Proceeds from Disposal of Assets - Variance within budget expectations.

Transfer from Reserves - Variance below budget expectations.

Transfers to Municipal Fund - timing on completion of projects

<i>Item No/ Subject:</i>	7.2.4.4 Shire of Morawa 2017/18 Financial Year Budget Review
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	9 February 2018 – Samantha Appleton
<i>Responsible Officer:</i>	Executive Manager Corporate & Community Services
<i>Applicant/Proponent:</i>	Candice Murphy – Senior Finance Officer
<i>File Number:</i>	FM.BUD.1
<i>Previous minute/s & Reference:</i>	Ordinary Council Meeting – 23 March 2017

SUMMARY

The purpose of this report is for Council to adopt the 2017/18 Budget Review

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.4.4a Shire of Morawa Report on Budget Variances Greater than 10% and \$10,000, Statement of Financial Activity and Notes forming part of the Statement of Financial Activity Statement for the period 1 July 2017 to 30 June 2018 and 2017/18 Budget Review Financial Statements based on the December 2017 Financials.

BACKGROUND INFORMATION

The Local Government Act 1995 requires local governments to conduct an annual budget review between 1 January and 31 March each year. The outcome of the review is to be submitted to Council within 30 days of its completion. Council is then required to consider the outcome of the review submitted to it and is required to determine (by Absolute Majority) whether or not to adopt the review, any parts of the review or any recommendations made in the review.

A copy of the review and determination is to be provided to the Department within 30 days of council making its determination.

OFFICER'S COMMENT

A budget review has been conducted by the Executive Manager Corporate & Community Services, Senior Finance Officer and other staff.

The actual year-to-date figures for each account for December 2017 have been projected to the end of the financial year and have been compared to the annual budget figures.

Material variances have been flagged on the Statement of Financial Activity (Projected), in accordance with Council's policy which states that all actual variances exceeding 10% of budget and \$10,000 (both need to be breached) must be reported.

The attached Budget Variances report describes the major variances as reflected between the original adopted budget and the budget review.

Budget Impact

The net effect of projected income and expenditure to 30 June 2017 is that Council is expected to have a projected deficit of \$59,013 from this year's operations.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Financial Management Regulation 33A – Review of Budget:

1. Between 1 January and 31 March in each year a local government is to carry out a review of its annual budget for that year.
2. Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the Council.
3. A council is to consider a review submitted to it and is to determine * whether or not to adopt the review, any parts of the review or any recommendations made in the review.* **Absolute majority required.**

Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department of Local Government and Communities.

POLICY IMPLICATIONS

In accordance with section 34(5) of the Local Government (Financial Management) Regulations 1996 Council has adopted the following materiality thresholds:

- Actual variances up to 5% of budget: Don't report
- Actual variances up to 10% of budget: Use management discretion
- Actual variances exceeding 10% of budget
And a value greater than \$10,000 must be reported

FINANCIAL IMPLICATIONS

The Shire of Morawa 2017/18 Budget Review outcome is that Council is expected to have a projected deficit of \$59,013 from 2017/18 operations.

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

A budget review process provides an excellent basis for taking stock of current trends and movements in the financial affairs of the business as a means of projecting the likely financial outcome at financial year end. This then enables management to introduce measures to ensure that the desired financial result is achieved.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That Council adopt the Shire of Morawa 2017/18 Annual Budget Review comprising the Statement of Financial Activity and Notes forming part of the Statement of Financial Activity.



SHIRE OF MORAWA
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

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SHIRE OF MORAWA

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	NOTE	DECEMBER 2017 Actual \$	DECEMBER 2017 Y-T-D Budget \$	2017/18 Budget \$	Projected Actuals \$	Variances Projected Actuals to Budget \$	Variances Projected Actuals as a % of Budget	
Operating								
Revenues/Sources	1,2							
Governance		545	0	20,010	20,600	590	2.95%	
General Purpose Funding		444,917	446,760	897,142	859,934	(37,208)	(4.15%)	
Law, Order, Public Safety		15,299	11,854	26,230	30,479	4,249	16.20%	
Health		2,393	1,600	5,350	10,350	5,000	93.46%	
Education and Welfare		13,686	59,332	133,899	63,099	(70,800)	(52.88%)	▼
Housing		50,158	30,216	147,761	115,789	(31,972)	(21.64%)	▼
Community Amenities		436,417	494,733	554,091	441,838	(112,253)	(20.26%)	▼
Recreation and Culture		10,290	16,500	69,214	27,300	(41,914)	(60.56%)	▼
Transport		713,052	672,710	1,092,694	5,184,772	4,092,078	374.49%	▲
Economic Services		67,724	75,388	223,319	175,486	(47,833)	(21.42%)	▼
Other Property and Services		90,094	42,594	139,184	200,504	61,320	44.06%	▲
		1,844,575	1,851,687	3,308,894	7,130,151	3,821,257	115.48%	
(Expenses)/(Applications)	1,2							
Governance		(257,442)	(272,089)	(491,640)	(487,769)	3,871	0.79%	
General Purpose Funding		(112,891)	(81,486)	(174,282)	(211,256)	(36,974)	(17.50%)	▲
Law, Order, Public Safety		(56,346)	(44,582)	(84,223)	(105,005)	(20,782)	(19.79%)	▲
Health		(132,825)	(107,847)	(210,604)	(229,896)	(19,292)	(8.39%)	
Education and Welfare		(53,502)	(206,076)	(800,015)	(708,540)	91,475	12.91%	▼
Housing		(177,747)	(122,432)	(313,270)	(328,797)	(15,527)	(4.72%)	
Community Amenities		(313,989)	(380,617)	(741,202)	(650,732)	90,470	13.90%	▼
Recreation & Culture		(730,899)	(587,984)	(1,136,614)	(1,378,092)	(241,478)	(17.52%)	▲
Transport		(1,052,595)	(804,001)	(1,598,634)	(5,829,285)	(4,230,651)	(72.58%)	▲
Economic Services		(304,993)	(384,501)	(794,594)	(645,232)	149,362	23.15%	▼
Other Property and Services		39,426	(39,341)	(36,296)	(59,666)	(23,370)	(39.17%)	▼
		(3,153,803)	(3,030,956)	(6,381,374)	(10,634,270)	(4,252,896)	(39.99%)	
Net Result Excluding Rates		(1,309,228)	(1,179,269)	(3,072,480)	(3,504,119)	(431,640)		
Adjustments for Non-Cash (Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	4	0	(6,498)	(13,000)	0	13,000	0	▼
Movement in Leave Reserve (Added Back)		1,518	0	0	(92,982)	(92,982)	(100.00%)	▲
Movement in Deferred Pensioner Rates/ESL (no)		0	0	0	0	0	0	
Movement in Employee Benefit Provisions (non-)		0	0	0	0	0	0	
Rounding Adjustment		0	0	0	0	0	0	
Depreciation on Assets		869,554	731,634	1,463,496	1,715,797	252,301	(14.70%)	▲
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	3	0	(9,996)	(20,000)	(20,000)	0	0.00%	
Purchase Land and Buildings	3	(527)	(51,500)	(155,000)	(186,500)	(31,500)	(16.89%)	▲
Purchase Plant and Equipment	3	0	(20,000)	(155,000)	(20,000)	135,000	675.00%	▼
Purchase Furniture and Equipment	3	0	(12,870)	(22,870)	(2,870)	20,000	696.86%	▼
Purchase Infrastructure Assets - Roads	3	(552,897)	(895,099)	(1,631,978)	(1,583,664)	48,314	3.05%	
Purchase Infrastructure Assets - Footpaths	3	0	0	(27,937)	(27,937)	0	0.00%	
Purchase Infrastructure Assets - Drainage	3	0	0	0	0	0	0	
Purchase Infrastructure Assets - Parks & Ovals	3	0	0	0	0	0	0	
Purchase Infrastructure Assets - Airfields	3	0	(10,000)	(10,000)	(10,000)	0	0.00%	
Purchase Infrastructure Assets - Play Equip	3	0	0	0	0	0	0	
Purchase Infrastructure Assets - Sewerage	3	0	0	0	0	0	0	
Purchase Infrastructure Assets - Dams	3	0	0	0	0	0	0	
Purchase Infrastructure Assets - Other	3	(63,968)	(55,002)	(137,500)	(146,588)	(9,088)	(6.20%)	
Proceeds from Disposal of Assets	4	0	0	15,000	0	(15,000)	(100.00%)	▼
Repayment of Debentures	5	(47,147)	(47,485)	(70,815)	(70,815)	(0)	(0.00%)	
Proceeds from New Debentures	5	0	0	0	0	0	0	
Advances to Community Groups	5	0	0	0	0	0	0	
Self-Supporting Loan Principal Income	5	0	0	0	0	0	0	
Transfers to Restricted Assets (Reserves)	6	(124,601)	(94,828)	(278,751)	(367,438)	(88,687)	(24.14%)	▲
Transfers from Restricted Asset (Reserves)	6	997,840	1,337,562	1,892,170	1,907,538	15,368	0.81%	
ADD Net Current Assets July 1 B/Fwd	7	558,952	428,376	428,376	558,952	130,576	30.48%	
LESS Net Current Assets Year to Date	7	2,120,754	1,917,670	564	(59,013)	(59,577)	(100.96%)	
Amount Raised from Rates	8	(1,791,258)	(1,802,645)	(1,796,852)	(1,791,613)	5,239	0.29%	

This statement is to be read in conjunction with the accompanying notes.

Material Variances Symbol

Above Budget Expectations

Below Budget Expectations

▲

▼

Greater than 10,000 and greater than 10%

Less than 10,000 and less than 10%

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

The budget has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The budget has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Superannuation

The Council contributes to a number of superannuation funds on behalf of employees.

(g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, 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 shown as short term borrowings in current liabilities on the statement of financial position.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Trade and Other Receivables

Collectibility of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(i) Inventories

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is complete are expensed.

Revenue arising from the sale of property is recognised in the statement of comprehensive income as at the time of signing an unconditional contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(j) Fixed Assets

Each class of fixed assets is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation or impairment losses.

Initial Recognition

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 Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Revaluation

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases in the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the statement of comprehensive income.

Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, 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.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Land Under Roads

In Western Australia, all land under roads is Crown Land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

Whilst this treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4(2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Council.

Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Buildings	50 to 100 years
Furniture and Equipment	10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and	
major re-surfacing	
- bituminous seals	20 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	12 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Footpaths - slab	40 years

Depreciation of Non-Current Assets (Continued)

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Capitalisation Threshold

Expenditure under the thresholds listed below is not capitalised. Rather, it is recorded on an asset

- Land	Nil (All Land Capitalised)
- Buildings	2,000
- Plant & Equipment	2,000
- Furniture & Equipment	1,000
- Infrastructure	5,000

Capitalisation Threshold

Expenditure on items of equipment under \$5,000 is not capitalised. Rather, it is recorded on an asset inventory listing.

(k) Financial Instruments

Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or at cost.

Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments;
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
- (b) less any reduction for impairment.

The effective interest rate method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Financial Instruments (Continued)

Classification and Subsequent Measurement (Continued)

(i) Financial assets at fair value through profit and loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

(ii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

Loans and receivables are included in current assets, except for those which are not expected to mature within 12 months after the end of the reporting period (classified as non-current assets).

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity.

Held-to-maturity financial assets are included in non-current assets, except for those which are expected to mature within 12 months after the end of the reporting period, which are classified as current assets.

If the Council were to sell other than an insignificant amount of held-to-maturity financial assets, the whole category would be tainted and reclassified as available-for-sale.

(iv) Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

Available-for-sale financial assets are included in non-current assets, except for those which are expected to mature within 12 months of the end of the reporting period (classified as current assets).

(v) Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Impairment

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in the statement of comprehensive income.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Estimation of Fair Value

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes.

The fair value of financial instruments traded in active markets is based on quoted market prices at the reporting date.

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. Council uses a variety of methods and makes assumptions that are based on market conditions existing at each balance date. These include the use of recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and option pricing models making maximum use of market inputs and relying as little as possible on entity-specific inputs.

Quoted market prices or dealer quotes for similar instruments are used for long-term debt instruments held. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments.

The nominal value less estimated credit adjustments of trade receivables and payables are assumed to approximate their fair values. The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Council for similar financial instruments.

(m) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the statement of comprehensive income.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of adopting the budget, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2013.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on this budget document.

(n) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Council has a present obligation to pay resulting from employees' services provided to reporting date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(p) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(q) Provisions

Provisions are recognised when:

- a) the Council has a present legal or constructive obligation as a result of past events;
- b) for which it is probable that an outflow of economic benefits will result to settle the obligation; and
- c) 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.

Provisions are not recognised for future operating losses.

(r) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

(s) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation of the current budget year.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

2. STATEMENT OF OBJECTIVE

The Shire of Morawa is dedicated to providing high quality services to the community through the various service orientated programs which it has established.

GOVERNANCE

Includes members of Council, Civic Functions & Public Relations, Council Elections, Training/Education. Objective is to provide a management & administrative structure to service Council & the community.

GENERAL PURPOSE FUNDING

Includes Rates, Loans, Investments & Grants. Objective is to manage Council's finances.

LAW, ORDER, PUBLIC SAFETY

Includes Emergency Services & Animal Control. Objective is to provide, develop & manage services in response to community needs.

HEALTH

Includes Environmental Health, Medical & Health facilities. Objective is to provide, develop & manage services in response to community needs.

EDUCATION AND WELFARE

Includes Education, Welfare & Children's Services. Objective is to provide, develop & manage services in response to community needs.

HOUSING

Includes Staff & Other Housing. Objective is to ensure quality housing and appropriate infrastructure is maintained.

COMMUNITY AMENITIES

Includes Refuse Collection, Sewerage, Cemetery, Building Control, Town Planning & Townscape. Objective is to provide, develop & manage services in response to community needs.

RECREATION AND CULTURE

Includes Pools, Halls, Library, Oval, Parks & Gardens & Recreational Facilities. Objective is to ensure the recreational & cultural needs of the community are met.

TRANSPORT

Includes Roads, Footpaths, Private Works, Machine Operating Costs, Outside Wages & Airstrip. Objective is to effectively manage transport infrastructure.

ECONOMIC SERVICES

Includes Tourism, Rural Services, Economic Development & Caravan Park. Objective is to foster economic development, tourism & rural services in the district.

OTHER PROPERTY & SERVICES

Includes Private Works, Public Works Overheads, Plant Operating Costs, Administration Overheads and Unclassified Items. Objective is to provide control accounts and reporting facilities for all other operations.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

3. ACQUISITION OF ASSETS	2017/18 Budget \$	DECEMBER 2017 YTD Budget \$	DECEMBER 2017 Actual \$	Projected 2017 Actual \$
The following assets have been acquired during the period under review:				
By Program				
Governance				
Upgrade to Old Council Chambers	50,000	12,500	527.16	50,000.00
Law, Order, Public Safety				
New fire truck	0	0	0.00	0.00
Housing				
Aged Person Units x 4 - water metres	60,000	24,000	0.00	60,000.00
Purchase Land 558 & 559 Yewers Avenue			0.00	31,500.00
Community Amenities				
Construction of Refuse Transfer Station	0	0	0.00	0.00
New Tip Site Construction	70,000	17,500	0.00	
Closure/Rehabilitation Old Tip Site	0	0	0.00	0.00
Community Bus	135,000	0	0.00	0.00
Refuse Transfer Station - Storage Shed	0	0	0.00	0.00
Purchase Land For New Waste Site	0	0	0.00	0.00
Recreation and Culture				
Blowup Swing for Games	0	0	0.00	0.00
Diving Blocks	10,000	5,000	4,880.00	10,000.00
Swimming Pool Bowls (Adults/Childrens Pools) - Grant Expenses	0	0	0.00	0.00
Swimming Pool Bowls (Adults/Childrens Pools) - Shire Expenses	0	0	0.00	0.00
Sports Complex Water upgrade	0	0	0.00	0.00
Transport				
Road Construction				
- Rural Roads Construction	1,483,543	796,749	435,991.24	1,446,428.00
- Townsite Roads Construction	148,435	98,350	116,905.52	137,236.00
Plant & Equipment - Road Plant Purchases	0	0	0.00	0.00
Airfield Lighting Upgrade	10,000	10,000	0.00	10,000.00
Economic Services				
Caravan Park Camp Kitchen/Caretakers Cabin	25,000	10,000	0.00	25,000.00
Caravan Park Concept Plan	12,500	12,500	0.00	12,500.00
30k Bush Trail Project/ Feasability Case Trails Koolonooka Hills 15K	25,000	10,000	0.00	45,000.00
Industrial Land Development	20,000	9,996	0.00	20,000.00
Phase 1 - Civic Square/Pedestrian Crossing	0	0	26,264.09	26,264.09
Construction of Footpath - Jubilee Park	0	0	32,824.28	32,824.28
Phase 2 - Road Freight Alignment	0	0	0.00	0.00
Other Property & Services				
Purchase of Lot 9000, White Ave	0	0	0.00	0.00
Administration Furniture & Equipment	2,870	2,870	0.00	2,870.00
Genset for office	20,000	20,000	0.00	20,000.00
	<u>2,160,285</u>	<u>1,054,467</u>	<u>617,392.29</u>	<u>1,997,559.37</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

3. ACQUISITION OF ASSETS (Continued)	2017/18 Budget \$	DECEMBER 2017 YTD Budget \$	DECEMBER 2017 Actual \$	Projected 2017 Actual \$
The following assets have been acquired during the period under review:				
By Class				
Land Held for Resale	20,000	9,996	0.00	20,000.00
Investments	0	0	0.00	0.00
Land	0	0	0.00	0.00
Buildings	155,000	51,500	527.16	186,500.00
Plant and Equipment	155,000	20,000	0.00	20,000.00
Furniture and Equipment	22,870	12,870	0.00	2,870.00
Infrastructure Assets - Roads	1,631,978	895,099	552,896.76	1,583,664.00
Infrastructure Assets - Footpaths	27,937	0	0.00	27,937.00
Infrastructure Assets - Drainage/Dams	0	0	0.00	0.00
Infrastructure Assets - Parks & Ovals	0	0	0.00	0.00
Infrastructure Assets - Airfields	10,000	10,000	0.00	10,000.00
Infrastructure Assets - Playground Equipment	0	0	0.00	0.00
Infrastructure Assets - Sewerage	0	0	0.00	0.00
Infrastructure Assets - Dams	0	0	0.00	0.00
Infrastructure Assets - Other	137,500	55,002	63,968.37	146,588.37
	<u>2,160,285</u>	<u>1,054,467</u>	<u>617,392.29</u>	<u>1,997,559.37</u>

SHIRE OF MORAWA
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

<u>By Program</u>	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$
Law, Order & Public Safety						0.00
Transport						0.00
						0.00
Other Property & Services						0.00
						0.00
	2,000	0.00	15,000	0.00	13,000	0.00
By class of asset						
	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$	2017/18 Budget \$	DECEMBER 2017 Actual \$
Plant & Equipment						
1996 Toyota Coaster Community Bus MO403	2,000	0.00	15,000	0.00	13,000	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
	2,000	0.00	15,000	0.00	13,000	0.00

2017/18 DECEMBER 2017

Summary
 Profit on Asset Disposals
 Loss on Asset Disposals

Budget	Actual
\$	\$
13,000	0.00
0	0.00
13,000	0.00

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-16	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$
Housing									
Loan 133 - GEHA House	70,621	0	0	34,156	16,799	36,465	53,822	4,076	
Loan 134 - 2 Broad Street	49,838	0	0	24,158	24,158	25,680	25,680	3,090	
Loan 135 - Staff Housing	0	0	0	0	0	0	0	0	
Loan 136 - 24 Harley Street - Staff Housing	332,137	0	0	12,501	6,190	319,636	325,947	12,931	
Transport									
Loan 138 - Plant Replacement	0	0	0	0	0	0	0	0	0
	452,596	0	0	70,814.62	47,147	381,781.38	405,449	20,097	0

All debenture repayments are to be financed by general purpose revenue.

(b) New Debentures - 2017/18

There are no new borrowings proposed for the 2016/17 financial year.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$	Projected 2017/18 Actual \$
6. RESERVES - CASH BACKED			
(a) Leave Reserve			
Opening Balance	281,137	281,138	281,138
Amount Set Aside / Transfer to Reserve	7,611	1,518	9,018
Amount Used / Transfer from Reserve	(80,000)	0	(102,000)
	<u>208,748</u>	<u>282,656</u>	<u>188,156</u>
(b) Sports and Recreation Facilities Reserve			
Opening Balance	0	0	0
Amount Set Aside / Transfer to Reserve	0	0	0
Amount Used / Transfer from Reserve	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>
(c) Plant Reserve			
Opening Balance	905,518	905,518	905,518
Amount Set Aside / Transfer to Reserve	108,411	4,890	165,860
Amount Used / Transfer from Reserve	(60,000)	0	(20,000)
	<u>953,929</u>	<u>910,409</u>	<u>1,051,378</u>
(d) Building Reserve			
Opening Balance	99,976	99,977	99,977
Amount Set Aside / Transfer to Reserve	20,929	540	21,429
Amount Used / Transfer from Reserve	(50,000)	0	(50,000)
	<u>70,905</u>	<u>100,517</u>	<u>71,406</u>
(e) Economic Development Reserve			
Opening Balance	109,308	109,308	109,308
Amount Set Aside / Transfer to Reserve	1,015	590	1,562
Amount Used / Transfer from Reserve	(25,000)	0	(25,000)
	<u>85,323</u>	<u>109,898</u>	<u>85,870</u>
(f) Community Development Reserve			
Opening Balance	1,187,559	1,187,559	1,187,559
Amount Set Aside / Transfer to Reserve	11,030	18,594	16,972
Amount Used / Transfer from Reserve	(10,000)	0	(10,000)
	<u>1,188,589</u>	<u>1,206,152</u>	<u>1,194,531</u>
(g) Sewerage Reserve			
Opening Balance	216,306	216,305	216,305
Amount Set Aside / Transfer to Reserve	34,528	1,168	35,610
Amount Used / Transfer from Reserve	(70,000)	0	(70,000)
	<u>180,834</u>	<u>217,474</u>	<u>181,915</u>
(h) Unspent Grants and Contributions Reserve			
Opening Balance	877,391	877,390	877,390
Amount Set Aside / Transfer to Reserve	8,149	1,316	12,539
Amount Used / Transfer from Reserve	(832,972)	(820,472)	(864,972)
	<u>52,568</u>	<u>58,233</u>	<u>24,957</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$	Projected 2017/18 Actual \$
6. RESERVES (Continued)			
(i) Business Units Reserve			
Opening Balance	81,961	81,962	81,962
Amount Set Aside / Transfer to Reserve	20,761	443	21,171
Amount Used / Transfer from Reserve	0	0	0
	<u>102,722</u>	<u>82,404</u>	<u>103,133</u>
(j) Morawa Future Funds Interest			
Opening Balance	88,036	88,036	88,036
Amount Set Aside / Transfer to Reserve	12,050	37,875	13,258
Amount Used / Transfer from Reserve	0	0	0
	<u>100,086</u>	<u>125,911</u>	<u>101,294</u>
(k) Morawa Community Future Funds Reserve			
Opening Balance	2,121,127	2,121,127	2,121,127
Amount Set Aside / Transfer to Reserve	19,703	51,056	30,318
Amount Used / Transfer from Reserve	(36,000)	(37,368)	(37,368)
	<u>2,104,830</u>	<u>2,134,816</u>	<u>2,114,077</u>
(l) Refuse Transfer Station Reserve			
Opening Balance	27	27	27
Amount Set Aside / Transfer to Reserve	0	0	0
Amount Used / Transfer from Reserve	0	0	0
	<u>27</u>	<u>27</u>	<u>27</u>
(m) Aged Care Units Reserve - Units 6-9			
Opening Balance	9,131	9,131	9,131
Amount Set Aside / Transfer to Reserve	85	50	130
Amount Used / Transfer from Reserve	0	0	0
	<u>9,216</u>	<u>9,181</u>	<u>9,261</u>
(n) ST-N/Midlands Solar Thermal Power			
Opening Balance	559,632	558,966	558,966
Amount Set Aside / Transfer to Reserve	5,198	4,103	7,988
Amount Used / Transfer from Reserve	(550,000)	0	(550,000)
	<u>14,830</u>	<u>563,069</u>	<u>16,954</u>
(o) ST-Morawa Revitalisation Reserve			
Opening Balance	176,558	176,348	176,348
Amount Set Aside / Transfer to Reserve	1,640	922	2,520
Amount Used / Transfer from Reserve	(178,198)	(140,000)	(178,198)
	<u>0</u>	<u>37,270</u>	<u>670</u>
(p) Legal Fees Reserve			
Opening Balance	20,177	20,177	20,177
Amount Set Aside / Transfer to Reserve	5,187	109	5,288
Amount Used / Transfer from Reserve	0	0	0
	<u>25,364</u>	<u>20,286</u>	<u>25,465</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$	Projected 2017/18 Actual \$
6. RESERVES (Continued)			
(q) Road Reserve			
Opening Balance	141,649	141,649	141,649
Amount Set Aside / Transfer to Reserve	1,316	765	2,024
Amount Used / Transfer from Reserve	0	0	0
	<u>142,965</u>	<u>142,414</u>	<u>143,673</u>
(r) Aged Care Units 1-4			
Opening Balance	67,964	67,964	67,964
Amount Set Aside / Transfer to Reserve	631	367	971
Amount Used / Transfer from Reserve	0	0	0
	<u>68,595</u>	<u>68,331</u>	<u>68,935</u>
(s) Aged Care Unit 5			
Opening Balance	54,558	54,558	54,558
Amount Set Aside / Transfer to Reserve	507	295	780
Amount Used / Transfer from Reserve	0	0	0
	<u>55,065</u>	<u>54,852</u>	<u>55,338</u>
(t) Swimming Pool Reserve			
Opening Balance	0	0	0
Amount Set Aside / Transfer to Reserve	20,000	0	20,000
Amount Used / Transfer from Reserve	0	0	0
	<u>20,000</u>	<u>0</u>	<u>20,000</u>
Total Cash Backed Reserves	5,384,596	6,123,900	5,437,039
Summary of Transfers To Cash Backed Reserves			
Transfers to Reserves			
Leave Reserve	7,611	1,518	9,018
Sports and Recreation Facilities Reserve	0	0	0
Plant Reserve	108,411	4,890	165,860
Building Reserve	20,929	540	21,429
Economic Development Reserve	1,015	590	1,562
Community Development Reserve	11,030	18,594	16,972
Sewerage Reserve	34,528	1,168	35,610
Unspent Grants and Contributions Reserve	8,149	1,316	12,539
Business Units Reserve	20,761	443	21,171
Morawa Community Future Funds Interest	12,050	37,875	13,258
Morawa Community Future Fund Reserve	19,703	51,056	30,318
Refuse Transfer Station Reserve	0	0	0
Aged Care Units Reserve - Units 6-9	85	50	130
ST-N/Midlands Solar Thermal Power	5,198	4,103	7,988
ST-Morawa Revitalisation Reserve	1,640	922	2,520
Legal Fees Reserve	5,187	109	5,288
Road Reserve	1,316	765	2,024
Aged Care Units 1-4	631	367	971
Aged Care Unit 5	507	295	780
Swimming Pool Reserve	20,000	0	20,000
	<u>278,751</u>	<u>124,601</u>	<u>367,438</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2017/18 Budget \$	DECEMBER 2017 Actual \$	Projected 2017/18 Actual \$
6. RESERVES (Continued)			
Transfers from Reserves			
Leave Reserve	(80,000)	0	(102,000)
Sports and Recreation Facilities Reserve	0	0	0
Plant Reserve	(60,000)	0	(20,000)
Building Reserve	(50,000)	0	(50,000)
Economic Development Reserve	(25,000)	0	(25,000)
Community Development Reserve	(10,000)	0	(10,000)
Sewerage Reserve	(70,000)	0	(70,000)
Unspent Grants and Contributions Reserve	(832,972)	(820,472)	(864,972)
Business Units Reserve	0	0	0
Morawa Community Future Funds Interest	0	0	0
Morawa Community Future Fund Reserve	(36,000)	(37,368)	(37,368)
Refuse Transfer Station Reserve	0	0	0
Aged Care Units Reserve - Units 6-9	0	0	0
ST-N/Midlands Solar Thermal Power	(550,000)	0	(550,000)
ST-Morawa Revitalisation Reserve	(178,198)	(140,000)	(178,198)
Legal Fees Reserve	0	0	0
Road Reserve	0	0	0
Aged Care Units 1-4	0	0	0
Aged Care Unit 5	0	0	0
Swimming Pool Reserve	0	0	0
	<u>(1,892,170)</u>	<u>(997,840)</u>	<u>(1,907,538)</u>
Total Transfer to/(from) Reserves	<u>(1,613,419)</u>	<u>(873,239)</u>	<u>(1,540,100)</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve

To be used to fund leave requirements.

Sportsground Complex Upgrade Reserve

To be used to upgrade the Sporting Complex Facilities.

Plant Reserve

To be used to upgrade, replace or purchase new plant and equipment.

Building Reserve

To be used to refurbish, replace, extend or establish Council owned buildings.

Economic Development Reserve

To be used to create economic development initiatives in the local community.

Community Development Reserve

To be used for Community Projects within the Shire of Morawa

Sewerage Reserve

To be used to repair, replace or extend the sewerage facility.

Unspent Grants and Contributions Reserve

To be used as a quarantine for unspent committed funds.

Business Units Reserve

To be used to upgrade, refurbish or purchase new Business Units

Morawa Community Future Funds Interest

To be used for Morawa Community Projects

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

6. RESERVES (Continued)

Morawa Community Future Fund Reserve

To be used to provide an ongoing conduit for benefits to the people and environment of the Morawa Shire through the Sinosteel Midwest Corporation Morawa Future Fund Foundation Memorandum

Refuse Transfer Station Reserve

To be used for Morawa Landfill closure and Refuse Transfer Station implementation project - R4R funds 2011/12

Aged Care Units 6-9 Reserve

To be used for the maintenance/ construction of Aged Care Units at the Morawa Perenjori Health Centre

ST - N/Midlands Solar Thermal Power

Reserves

Super Town funds to be used for the N/Midlands Solar Thermal Power feasibility Study Project

ST-Morawa Revitalisation Reserve

Super Town funds to be used for the Morawa Town Revitalisation Project

Legal Fees Reserve

to be utilised for unforeseen Legal Fees

Road Reserve

to be utilised for future Road Construction and Maintenance

Except for the Unspent Grants and Contributions Reserve, the Reserves are not expected to be used within a set period as further transfers to the reserve accounts are expected as funds are utilised.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

	2016/17 B/Fwd Per 2017/18 Budget \$	2016/17 B/Fwd Per Financial Report \$	2017/18 Actual \$	Projected 2017/18 Actual \$
7. NET CURRENT ASSETS				
Composition of Estimated Net Current Asset Position				
CURRENT ASSETS				
Cash - Unrestricted	48,420	(176,517)	1,605,922	9,754
Cash - Restricted Unspent Grants	0	317,600	0	100,000
Cash - Restricted Unspent Loans	0	0	0	0
Cash - Restricted Reserves	6,998,015	6,997,139	6,123,900	5,437,039
Rates - Current	0	487,406	782,282	220,000
Sundry Debtors	542,642	48,351	49,371	150,000
GST Receivable	0	76,915	37,022	40,000
Accrued Income/Prepayments	0	109,256	46,756	6,000
Provision for Doubtful Debts	0	(722)	(722)	(10,000)
Other Current Debtors	0	0	0	500
Inventories	1,335	1,119	1,119	11,160
	<u>7,590,412</u>	<u>7,860,547</u>	<u>8,645,650</u>	<u>5,964,453</u>
LESS: CURRENT LIABILITIES				
Sundry Creditors	(60,497)	(92,665)	(209,815)	(275,000)
Income Received in Advance	0	0	(22,294)	0
GST Payable	0	(44,535)	(1,188)	(70,000)
Payroll Creditors	0	0	0	0
Accrued Expenditure	0	(1,634)	0	0
Other Payables	0	(5,953)	(18,192)	(6,000)
Withholding Tax Payable	0	0	0	0
Payg Payable	0	(43,671)	(49,918)	(50,000)
Accrued Interest on Debentures	0	(3,509)	0	(6,000)
Accrued Salaries and Wages	0	(8,965)	0	(50,000)
Current Employee Benefits Provision	(384,662)	(384,662)	(384,662)	(320,000)
Current Loan Liability	6,938	(70,815)	(23,669)	(60,000)
	<u>(438,221)</u>	<u>(656,409)</u>	<u>(709,738)</u>	<u>(837,000)</u>
NET CURRENT ASSET POSITION	7,152,191	7,204,138	7,935,912	5,127,453
Less: Cash - Reserves - Restricted	(6,998,015)	(6,997,139)	(6,123,900)	(5,437,039)
Less: Cash - Unspent Grants - Restricted	0	0	0	0
Less: Land Held for Resale	0	0	2,417	2,417
Add Back : Component of Leave Liability not Required to be Funded	281,138	281,138	282,656	188,156
Add Back : Current Loan Liability	(6,938)	70,815	23,669	60,000
SURPLUS/(DEFICIENCY) C/FWD	<u>428,376</u>	<u>558,952</u>	<u>2,120,754</u>	<u>(59,013)</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

8. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2017/18 Rate Revenue \$	2017/18 Interim Rates \$	2017/18 Back Rates \$	2017/18 Total Revenue \$	2017/18 Budget \$
General Rate								
GRV Residential/Commercial	0.07571	269	2,912,592	212,543	0	0	212,543	214,220
UV Rural	0.02304	205	63,004,000	1,451,801	0	0	1,451,801	1,451,801
UV Mining	0.28968	15	472,333	136,826	0	0	136,826	136,826
Sub-Totals		489	66,388,925	1,801,170	0	0	1,801,170	1,802,847
Minimum Rates	Minimum \$							
GRV Residential/Commercial	290	45	26,778	13,340	0	0	13,340	13,050
UV Rural	290	6	53,200	1,740	0	0	1,740	1,740
UV Mining	656	11	11,311	7,216	0	0	7,216	7,216
Sub-Totals		62	91,289	22,296	0	0	22,296	22,006
Discounts							1,823,466	
Total amount raised from general rates							(32,209)	(28,000)
Ex-Gratia Rates							1,791,257	1,796,853
Rates Written Off							5,914	5,792
Specified Area Rates							(61)	(2,000)
Movement in Excess Rates							0	0
Total Rates							(36,284)	0
							1,760,826	1,800,645

All land except exempt land in the Shire of Morawa is rated according to its Gross Rental Value (GRV) in townships or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2017/18 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Housing Bonds	2,000	0	0	2,000
Dreghorn Unit Bonds	1,164	0	0	1,164
Bonds Hall/Rec Centre Hire	100	800	0	900
Aged Care - Bond Karl Strudwick Number 5	1,266	0	0	1,266
Youth Centre	865	0	0	865
Council Nominations	0	320	0	320
Bill Johnson Unit 1 Bond	0	0	0	0
Haulmore Trailers Land Dep	4,641	0	0	4,641
Social Club Payments	0	0	0	0
Local Drug Action Group	660	0	0	660
BCITF/BRB Training Levy	1,818	57	(2,217)	(342)
Daphne Little - Excess Rent	1,704	0	0	1,704
Morawa Oval Function Centre	1,763	500	0	2,263
	<u>15,981</u>	<u>1,677</u>	<u>(2,217)</u>	<u>15,441</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

10. OPERATING STATEMENT

	DECEMBER 2017 Actual \$	2017/18 Budget \$	2016/17 Actual \$
OPERATING REVENUES			
Governance	545	20,010	40
General Purpose Funding	2,236,174	2,693,995	4,202,543
Law, Order, Public Safety	15,299	26,230	396,038
Health	2,393	5,350	3,328
Education and Welfare	13,686	133,899	33,333
Housing	50,158	147,761	661,358
Community Amenities	436,417	554,091	439,329
Recreation and Culture	10,290	69,214	329,087
Transport	713,052	1,092,694	4,971,279
Economic Services	67,724	223,319	156,934
Other Property and Services	90,094	139,184	231,249
TOTAL OPERATING REVENUE	3,635,832	5,105,747	11,424,518
OPERATING EXPENSES			
Governance	257,442	491,640	449,851
General Purpose Funding	112,891	174,282	196,911
Law, Order, Public Safety	56,346	84,223	146,986
Health	132,825	210,604	155,117
Education and Welfare	53,502	800,015	176,028
Housing	177,747	313,270	152,845
Community Amenities	313,989	741,202	585,147
Recreation & Culture	730,899	1,136,614	1,164,884
Transport	1,052,595	1,598,634	5,175,238
Economic Services	304,993	794,594	415,210
Other Property and Services	(39,426)	36,296	62,476
TOTAL OPERATING EXPENSE	3,153,803	6,381,374	8,680,694
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	<u>482,029</u>	<u>(1,275,627)</u>	<u>2,743,824</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

11. BALANCE SHEET

	DECEMBER 2017 Actual \$	2016/17 Actual \$
CURRENT ASSETS		
Cash Assets	7,729,822	7,138,222
Receivables	914,710	721,205
Inventories	1,119	1,119
TOTAL CURRENT ASSETS	<u>8,645,651</u>	<u>7,860,546</u>
NON-CURRENT ASSETS		
Receivables	16,559	16,559
Inventories	0	0
Property, Plant and Equipment	22,761,245	23,105,106
Infrastructure	44,163,410	44,071,710
TOTAL NON-CURRENT ASSETS	<u>66,941,214</u>	<u>67,193,375</u>
TOTAL ASSETS	<u>75,586,865</u>	<u>75,053,921</u>
CURRENT LIABILITIES		
Payables	301,407	200,933
Interest-bearing Liabilities	23,669	70,815
Provisions	384,662	384,662
Trust Imbalance	(2,417)	239,867
TOTAL CURRENT LIABILITIES	<u>707,321</u>	<u>656,410</u>
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	381,781	381,782
Provisions	26,386	26,386
TOTAL NON-CURRENT LIABILITIES	<u>408,167</u>	<u>408,168</u>
TOTAL LIABILITIES	<u>1,115,488</u>	<u>1,064,578</u>
NET ASSETS	<u>74,471,377</u>	<u>73,989,343</u>
EQUITY		
Retained Surplus	35,692,489	34,337,220
Reserves - Cash Backed	6,123,900	6,997,139
Reserves - Asset Revaluation	32,654,987	32,654,987
TOTAL EQUITY	<u>74,471,376</u>	<u>73,989,346</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 DECEMBER 2017

12. FINANCIAL RATIO

	2017 YTD	2016	2015	2014
Current Ratio	5.940	4.220	3.530	7.880

The above rates are calculated as follows:

Current Ratio equals
$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

REPORTABLE OPERATING REVENUE VARIATIONS		Old Budget	New Budget	Difference
General Purpose Funding - Variance below budget expectations.				
GRV RATES - less \$5k 22 and 24 Richter Shire to take ownership and Excess Rates expected to be \$40,000		1,832,145	1,768,732	-63,413
GP Financial Assistance Grants less \$60,175) - Interest expected to be received from investments (\$41,138)		861,850	842,813	-19,037
Law, Order, Public Safety - Variance above budget expectations.				
Successful Murdoch VET programme - Increased Cat Registrations \$600 income above budget expectations		300	1,000	700
Reimbursement of DFES expenses from 16/17 not budgeted for \$3548		0	3,548	3,548
Health - Variance above budget expectations.				
Joint contribution for improvements to Doctors surgery not budgeted for - offset by expenditure		5,000	10,000	5,000
Education and Welfare - Variance below budget expectations				
Youth Centre income decreased due to changes to operations of the Youth Centre /Youth support officer		131,899	60,599	-71,300
Housing - Variance below budget expectations.				
Income from Aged Care Units and 18B Evans Street below budget expectations (includes \$30,000 buy-in premium for Unit 9)		147,761	115,789	-31,972
Community Amenities - Variance below budget expectations.				
Refuse Charges refund to Morawa Bakery as per Council resolution \$1088/Commercial Refuse and Sewerage under budget \$13,800		554,091	544,837	-9,254
Grant for Community Bus and Sale of existing Community Bus not proceeding 17/18		110,500	7,050	-103,450
Recreation & Culture - Variance below budget expectations.				
Swimming Pool Operational Grant not received due to change in government and funding abolished		32,000	0	-32,000
Transport - Variance above budget expectations.				
Income which was budgeted for under Private Works (Program 14) has now been included here as the income relates to works on Council Roads. (Mungada Road - KWL). This means it is a contribution towards the maintenance of these roads.		102,000	80,000	-22,000
Flood damage reimbursements not included in budget - offset by expenditure, trigger point in budget (\$143,000)		0	3,816,000	3,816,000
Aerodrome Grant - RADS Grant for Airport Master Plan - not going ahead		50,000	0	-50,000
Standpipe water sales under budget forecast		10,000	1,500	-8,500
Other Property & Services - Variance above budget expectations.				
The majority of income from private works is now being recognised under Program 12 as the income relates to works on Council roads. (Mungada Road);		30,000	82,000	52,000
Staff utility reimbursements higher than budget expectations / \$ received from LGIS for dividend not budgeted for		59,184	70,984	11,800
		4,079,340	7,512,052	3,432,712

SHIRE OF MORAWA
FOR THE BUDGET REVIEW PERIOD 1 JULY 2017 TO 30 JUNE 2018
Report on Significant variances Greater than 10% and \$10,000

REPORTABLE OPERATING EXPENSE VARIATIONS		Old Budget	New Budget	Difference
General Purpose Funding - Variance above budget expectations.				
IT/Vision Rates Billing service \$2,250/Legal Costs, Debt Collection \$5,000 and Valuation/Title searches less \$5,000		164,187	199,941	-35,754
Governance - Variance above budget expectations.				
Members Conference Expenses less \$15,000/Refreshments less \$4,000/Members subscriptions less \$5,000/Other Expenses less \$10,000/Depreciation less \$7,000/ Members Training less \$3,500/ Administration Allocated up \$21,792		365,689	332,069	33,620
Governance Other - Public Relations down \$6,000/ Audit Fees down \$11,000/ Statutes & Publications down \$5,250/ Planning Expenses up \$51,000 (\$43,000 Regenerations Morawa, \$8,000 Community Strategic Plan		125,950	155,700	-29,750
Health - Variance above budget expectations				
Preventative services increase by \$38,200 for External EHO Services which included covering LSL		59,727	98,606	-38,879
Drs Surgery Maintenance up by \$10,000 (\$5,000 jointly funded)/ Drs Vehicle Expenses down by \$4,000/ Drs Office Expenses down by \$15,000/ Old Hospital Expenses down by \$7,000 (employee moving to another staff house)		129,624	112,847	16,777
			0	0
		211,574	128,685	82,889
Education and Welfare - Variance below budget expectations				
Youth Centre income decreased due to changes to operations of the Youth Centre /Youth support officer - offset by decrease in grant revenue				
Other Community Amenities - Variance below budget expectations				
Tip Maintenance less \$63,000/External Refuse Services(MEEDAC) increased \$20,000/Commercial Refuse less \$30,000/Storm Water drainage less \$6,856/Town Planning Scheme - local planning \$15,000/Maintenance to Public Toilets less \$25,000		741,202	650,731	-90,471
Recreation & Culture - Variance above budget expectations				
Maintenance Gubha Hall less \$3,000/ Maintenance Town Hall up \$4,000 (floor resealing higher than anticipated)/ Maintenance Swimming Pool up \$45,000 (higher power costs and relief Swimming Pool Manager)/ Maintenance Parks & Gardens up \$10,000 (main street refreshment)		1,136,614	1,378,092	241,478
Maintenance Rec Centre down \$20,000 (reseal of basketball floor deferred)				
Transport - Variance above budget expectations.				
Expenditure which was budgeted for under Private Works (Program 14) has now been included here as the expenditure relates to works on Council Roads.				
Maintenance Various less \$57,000/ Flood Damage 2017 up \$3,816,000 (offset by reimbursements)/ DOT Licensing up \$350,000 (offset by income)/ Aerodrome Terminal Building up \$5,000		1,598,634	5,829,285	4,230,651
Depreciation expense on Infrastructure is expected to be greater than budget. NB: This is a non-cash expense and is written back in the Statement of Financial Activity so does not impact on the Closing Position.				
Economic Services - Variance above budget expectations.				
The caravan park operating expenses are expected to come in under budget for the year \$ 172,520 (offset by lower income due to slow tourism season)				
Standpipe expenses less \$10,000 (offset by lower income as not being used on a regular basis)		794,594	645,232	-149,362
Economic Development up by \$20,000 (offset by income Tom O'Toole event)				
Other Property & Services - Variance below budget expectations.				
Administration salaries & up \$190,000 (CEO final pay, EMCCS payout and extra hours worked, Casual staff)		627,843	817,629	189,786
The majority of expenditure relating to private works is now being recognised under Program 12 as the expenditure relates to works on Council roads.				
Consultancy Services up \$86,000 (Records Archiving \$15,000, Conversion accounting policies and forms \$25,000, EMCCS Relief \$21,000, W/Supervisor A/L Relief)		159,000	245,000	86,000
Computer Software Support & Licenses up \$75,000 (\$30,000 firewall upgrade/ Envivio \$27,000/ New IT Contract \$20,000		33,739	110,000	76,261
		6,148,377	10,703,817	4,613,246

SHIRE OF MORAWA
FOR THE BUDGET REVIEW PERIOD 1 JULY 2017 TO 30 JUNE 2018
Report on Significant variances Greater than 10% and \$10,000

REPORTABLE NON-CASH VARIATIONS		Old Budget	New Budget	Difference
<i>(Profit)/Loss on Asset Disposals - Variance above budget expectations.</i>				
Community Amenities - Community Bus purchase, grant sale not going ahead this financial year		13,000	0	-13,000
REPORTABLE CAPITAL EXPENSE VARIATIONS				
<i>Purchase of Land & Buildings - Variance above budget expectations.</i>				
Purchase 558 & 559 Yewers Ave as per Council resolution (offset with buy in premium)		0	31,500	31,500
<i>Purchase of Plant & Equipment - Variance below budget expectations.</i>				
Community Bus purchase not going ahead this financial year		135,000	0	-135,000
<i>Purchase of Furniture & Equipment - Variance above budget expectations.</i>				
Swimming pool blow up slide not purchased as reliant on operating grant that we did not receive		20,000	0	-20,000
<i>Purchase of Infrastructure - Other</i>				
Purchase of land for new refuse site delayed - fencing for new site not happening in this financial year/ Bush Trails \$30,000 from Heritage allocation super towns)		70,000	30,000	-40,000
<i>Purchase of Infrastructure Assets Airfields - Variance below budget expectations.</i>				
<i>Purchase of Infrastructure Assets Other - Variance below budget expectations.</i>				
<i>Transfer to Reserves - Variance below budget expectations.</i>				
Purchase of community bus not going ahead this financial year less \$40,000/ Swimming Pool Operational grant 15/16 returned		72,000	0	-72,000
REPORTABLE CAPITAL INCOME VARIATIONS				
<i>Proceeds from Disposal of Assets - Variance above budget expectations.</i>				
<i>Transfer from Reserves - Variance below budget expectations.</i>				
Funds to be transferred from the Solar Thermal Reserve (waiting for approval for variance on funding application) to assist in Town Hall kitchen upgrade/Tourist Cultural Centre.		\$ -	\$ 550,000	550,000
BUDGET IMPACT				
The net effect of projected income and expenditure to 30 June 2018 is that Council is expected to have a deficit of approximately \$59,013 from this year operations. It is believed that this deficit can be rectified before the 30th June 2018.				

Item No/ Subject:	7.2.3.1 Occupational Health and Safety Policy
Date of Meeting:	15 February 2018
Date & Author:	22 January 2018 – Samantha Appleton
Responsible Officer:	Samantha Appleton – Executive Manager Development & Administration
Applicant/Proponent:	Samantha Appleton – Executive Manager Development & Administration
File Number:	PE.OSH.4
Previous minute/s & Reference:	

SUMMARY

Council to adopt a new Occupational Health and Safety (OHS) Policy – attachment 1.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.3.1a Policy 4.1 Occupational Health and Safety Policy

BACKGROUND INFORMATION

The most recent version of the Shire of Morawa Policy Manual does not contain an OHS policy.

OFFICER'S COMMENT

As part of the Shire of Morawa's obligation to stakeholders and in order to meet compliance requirements an Occupational Health and Safety policy has been developed.

The 2007 Code of Practice for Occupational Health in the Western Australian Public Sector states the following:

Agencies should develop OSH policies and procedures, specific to their agencies, in accordance with legislative requirements, beginning with an OSH policy statement to reflect the agency's commitment to meeting its OSH responsibilities.

The draft policy reflects the structure of the Shire of Morawa and the commitment to those who are likely to be affected by incident and accidents in the workplace.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Occupational Safety and Health Act 1984

Occupational Safety and Health Regulations 1996

Western Australian Workers' Compensation and Rehabilitation Act

POLICY IMPLICATIONS

Shire of Morawa Policy Manual

1.1 POLICY MANUAL

The Chief Executive Officer shall maintain a Policy Manual as an up to date recording of the various policies of the Council.

Policies shall relate to matters of an on-going nature. Policy decisions on single issues are not to be recorded in the manual.

The objectives of the Policy Manual are:

- to provide elected members with a formal written record of all policy decisions;
- to provide the staff with guidelines to follow in accordance with Council decisions;
- to enable the staff to act promptly in accordance with Council requirements, but without continual reference to Council;
- to enable elected members to adequately handle enquiries from electors without unnecessary referrals to the staff or the Council;
- to enable Council to maintain a continual review of Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances;

To enable electors to obtain immediate advice on matters of Council policy. Council is to carry out a review of the policies each year.

A copy of the Policy Manual, together with details of variations as they occur, shall be distributed to all elected members.

Changes to the Policy Manual shall be made only on:

- A notice of motion.
- An agenda item clearly setting out details of the amended policy.

- By Absolute Majority Vote.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa – Strategic Community Plan
4.5 Be compliant with relevant legislation.

RISK MANAGEMENT

Nil

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That Council resolve to adopt the Shire of Morawa Policy 4.1 Occupational Health and Safety Policy.

4.1 Occupational Health and Safety

Objective

The Shire of Morawa (“the Shire”) is committed to providing a safe and healthy workplace for employees, contractors, Councillors, visitors, volunteers and any other person whose health or safety could be affected. The Shire has a legislated “duty of care” to provide a safe and healthy workplace.

Policy Statement

Our goal of zero injuries and illnesses may be reached through a strong commitment from management and involvement of our employees and relevant others at all levels.

Our performance continually improves through:

- Achieving compliance with all relevant legislation, standards and codes of practice and exceeding these where possible whilst maintaining a practical approach to all tasks.
- Effective communications systems, including a proactive approach to front line management.
- Continued focus on compliance through a consultative and cooperative approach.
- Identifying and assessing health and safety risks, implementation of controls and monitoring for continuous improvement through an effective management system.
- Setting achievable targets and objectives, assessing training needs and providing various other levels of support for employees.
- Ensuring employees at all levels understand, accept and are held accountable for breaches of health and safety.
- Engaging competent employees and contractors who can preferably demonstrate a commitment to safety management systems which meets or exceeds the Shire’s standards.

The Shire accepts responsibility for the development, implementation and maintenance of its health and safety (OHS) management system. Adequate resources shall be provided by the Shire to enable satisfactory implementation of all policies and procedures.

The Shire shall continue to actively encourage a positive OHS culture through open communication and consultation with employees, contractors and others.

Any person acting under the direction of the Shire is expected to comply with all requirements contained in any OHS related procedure.

Scope

This policy applies to the Shire of Morawa employees, volunteers, Councillors and contractors when acting for or on behalf of the Shire of Morawa.

Legislative and Strategic Context

Act:	<i>Occupational Safety and Health Act 1984</i>
Regulations:	<i>Occupational Safety and Health Regulations 1996</i>
State Policy/Guideline/Standard:	Western Australian Workers' Compensation and Rehabilitation Act
Link to Strategic Community Plan:	4.3 A local government that is respected, professional and accountable

Associated Documents

Internal	Accident/Incident Report Form Contractor/Employee Induction Injury Management Procedure Safe work Method Statements, relevant to work practices
External	Australian Standards, relevant to work areas and work practices Codes of Practice, relevant to work areas and work practices WorkCover 2B Workers Compensation form.

Version Control

Revision Date

This policy is to be reviewed every two years.

Responsible Officer

Executive Manager Development and Administration.

Revision History

Version	Author	Version Description	Date Completed
1.0	EMDA	Council adoption reference: OCM: Resolution:	

Item No/ Subject:	7.2.3.2 Easement for Water Services
Date of Meeting:	15 February 2018
Date & Author:	23 January 2018 – Samantha Appleton
Responsible Officer:	Samantha Appleton – Executive Manager Development and Administration
Applicant/Proponent:	Department of Planning, Lands and Heritage
File Number:	GR.STL.2
Previous minute/s & Reference:	

SUMMARY

Council to consider providing an easement relating to an already constructed water pipeline.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.3.2a Letter from Department of Planning, Lands and Heritage (DPLH)
Attachment 2 – 7.2.3.2b Map showing location of easement

BACKGROUND INFORMATION

In early 2017 upgrades were made to the water pipeline servicing the Morawa Townsite. The DPLH have now requested comment on an easement relating to the pipeline on land vested in the Department of Education.

As the Shire of Morawa is considered to have a direct interest in the application, DPLH has invited the Shire of Morawa to comment on the proposal. No time limit is given for the comments to be forwarded.

OFFICER'S COMMENT

The easement is on land that is zoned rural, within Reserve 40563 which is Crown Land, being adjacent to the Wubin Mullewa Road and the Three Springs Road. The easement will run parallel to the Wubin Mullewa Road.

Section 144 of the Land Administration Act allows the Minister to grant approval for an easement on Crown Land, with comment to be sought from parties having an interest in the land.

It is expected that approval of the easement will have nil effect due to the infrastructure for which the easement will be created being already in place.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Land Administration Act – Section 144

144. Easements over Crown land, Minister's powers to grant etc.

- (1) Subject to this section, the Minister may —
 - (a) with the consent of every management body of the relevant Crown land and of every person having any interest, right, title or power in respect of that land, grant to any person an easement in, on, over, through or under that Crown land for a specified purpose or any other purpose the Minister thinks fit; and
 - (b) in that grant express that easement to be subject to specified conditions and the payment of specified consideration.
- (2) The grantee of an easement may, with the consent of any management body or lessee of the relevant Crown land, apply to the Minister for the easement to be varied or cancelled.
- (2a) An easement may be granted under this section despite the fact that the characteristics of the easement do not satisfy all of the characteristics that must be satisfied for an easement to be created under the common law.
- (3) The Minister may, on receiving an application under subsection (2) —
 - (a) by order or other instrument vary or cancel the relevant easement; or
 - (b) refuse the application.
- (4) In this section —

specified purpose means for —

 - (a) the provision of pipes, conduits, cables, transmission lines, and other services; or
 - (b) the provision of any structure, plant, or equipment; or
 - (c) the provision of access for carrying out of any works and the performance of any maintenance that is necessary for, or ancillary or incidental to, giving effect to any of the purposes referred to in paragraph (a) or (b); or

(d) a prescribed purpose.
[Section 144 amended by No. 59 of 2000 s. 39.]

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Community Plan

4.6 Planned, affordable and effective service delivery and infrastructure.

RISK MANAGEMENT

There is no risk as no additional works are proposed.

VOTING REQUIREMENTS

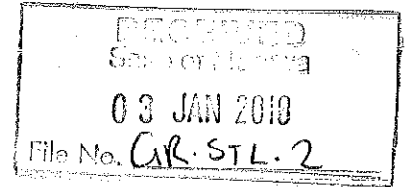
Simple Majority

OFFICER'S RECOMMENDATION

That the Department of Planning, Lands and Heritage be advised of the support of the Shire of Morawa for the creation of the proposed easement across Reserve 40563.



**Department of Planning,
Lands and Heritage**



Regional & Metro Services

Our ref: 01299-1988 Job No:172927
Enquiries: Camille Gardiner Ph: (08)6552 4539
Fax: (08) 6552 4417
Email: camille.gardiner@lands.wa.gov.au

18 December 2017

Chief Executive Officer
Shire of Morawa
PO Box 14
MORAWA WA 6623

Dear Sir/Madam,

PROPOSED EASEMENT ACROSS PORTION OF RESERVE 40563

I refer to my correspondence of 24 October 2017, a copy of which is enclosed.

In order to progress this matter your early comment would be appreciated please.

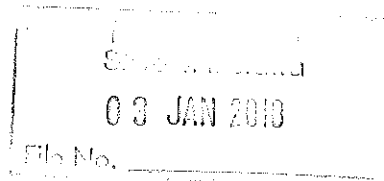
Please contact Camille Gardiner on the above number if you have any queries regarding this matter.

Yours faithfully

Camille Gardiner
For Case Manager
MIDWEST AND GASCOYNE REGION
REGIONAL AND METRO SERVICES



**Department of Planning,
Lands and Heritage**



Regional & Metro Services

Our ref: 01299-1988 Job No:172927
Enquiries: Camille Gardiner Ph: (08)6552 4539
Fax: (08) 6552 4417
Email: camille.gardiner@lands.wa.gov.au

24 October 2017

Chief Executive Officer
Shire of Morawa
PO Box 14
MORAWA WA 6623

Dear Sir/Madam,

PROPOSED EASEMENT ACROSS PORTION OF RESERVE 40563

The Water Corporation has constructed a pipeline across portion of Lot 11474 Reserve 40563 "Agriculture School Site" and now requires an easement to protect its infrastructure, pursuant to Section 144 of the LAA.

The Department of Education manages this Reserve and has given consent to the easement.

Would you please advise if you have any objections or comment to make on the proposal.

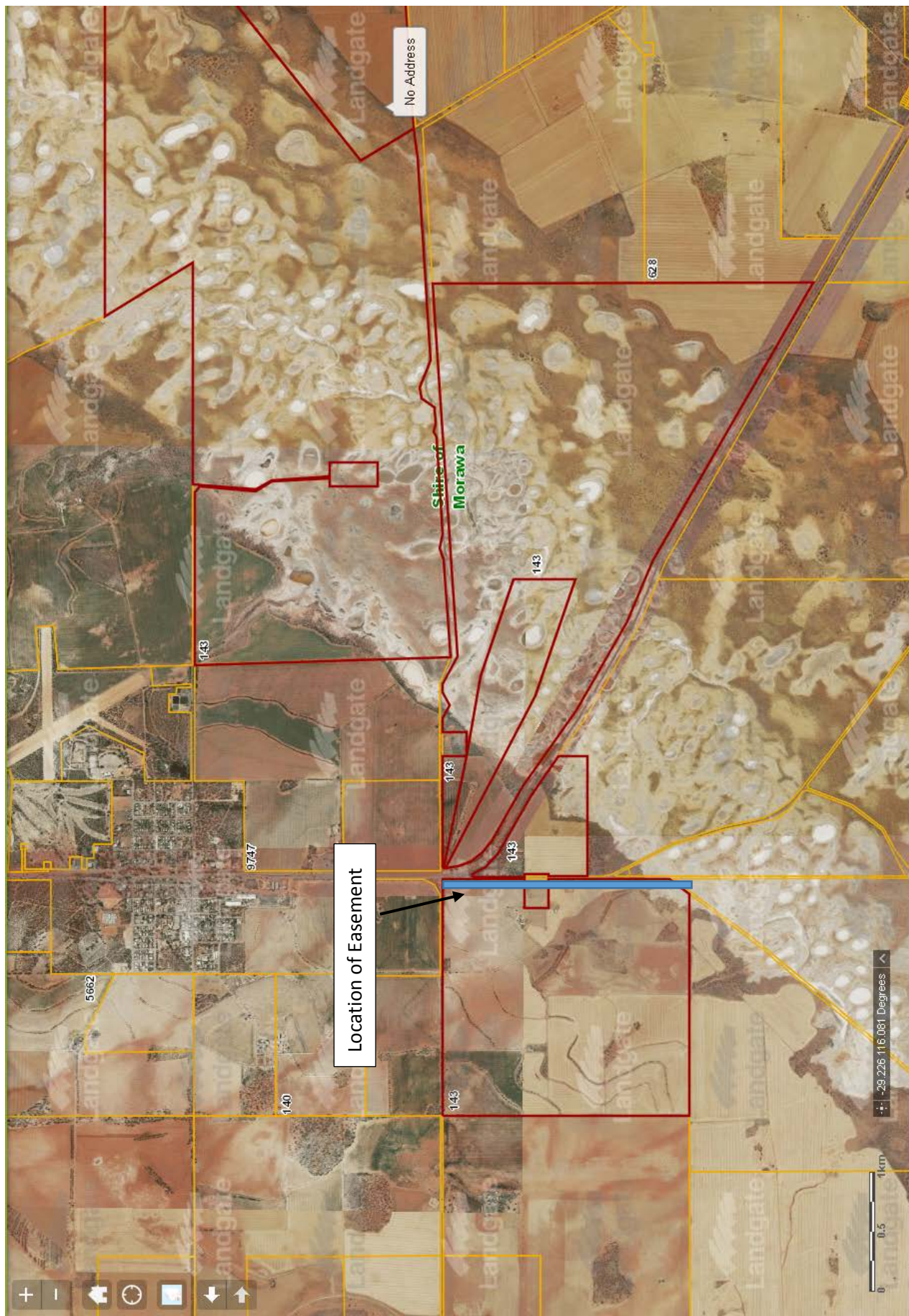
I have enclosed copies of the Smartplan and Deposited Plan for your reference.

Please contact Camille Gardiner on the above number if you have any queries regarding this matter.

Yours faithfully

Camille Gardiner
For Case Manager
MIDWEST AND GASCOYNE REGION
REGIONAL AND METRO SERVICES

VER.	AMENDMENT	AUTHORISED BY	DATE	FOR INTEREST PURPOSES ONLY		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>WOOLTANA ROAD</p> <p>MULLEWA - MUBIN ROAD</p> <p>A40563 11747</p> <p>A16410 6162</p> <p>ENLARGEMENT "X" NOT TO SCALE</p> <p>ENLARGEMENT "Y" NOT TO SCALE</p> <p>GHD 999 Hay Street Perth WA 6000 T: 08 6222 8825 EMAIL: Gaetano.Russo@ghd.com GHD Job No 613 6117</p> <p>SCALE 1:500 @ A2 ALL DISTANCES ARE IN METRES</p> </div> <div style="width: 50%; text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> WARNING THIS IS A COPY OF THE PLAN TO BE LODGED AT LANDGATE AND MAYBE SUBJECT TO AVOID CHANGES </div> <p>WOOLTANA ROAD</p> <p>MULLEWA - MUBIN ROAD</p> <p>A40563 11747 DP 216994 LR 3075 / 431</p> <p>A16410 6162 DP 81916</p> <p>A40563 11747 DP 216994 LR 3075 / 431</p> <p>HELD BY LANDGATE IN DIGITAL FORMAT ONLY</p> </div> </div>						
				TYPE	CROWN	S.S.A. NO
				PURPOSE	INTEREST	
				PLAN OF EASEMENT AND/OR OTHER INTEREST OVER LOT 11747 ON DP 216994		
				FORMER TENURE N/A		
				LOCAL AUTHORITY SHIRE OF MORAWA		
				LOCALITY MORAWA		
				D.O.L. FILE		
				FIELD RECORD N/A		
				SURVEYOR'S CERTIFICATE - REG 54 I. G. RUSSO I hereby certify that the plan is accurate and is a correct representation of the: (a) "survey" and/or (b) "calculation from measurements recorded in the field records." (I declare if inapplicable) and declare for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.		
				25-1-17		
				LICENCED SURVEYOR	DATE	
				LODGED		
				DATE	FEE PAID	ASSESSED No.
				I.S.C.		
				EXAMINED		
				DATE		
				WESTERN AUSTRALIAN PLANNING COMMISSION FILE		
				Delegated under s.18 P.A. Act 2005		
				DATE		
				IN ORDER FOR DEALINGS SUBJECT TO		
				INSPECTOR OF PLANS AND SURVEYS		
				DATE		
				APPROVED		
				INSPECTOR OF PLANS AND SURVEYS		
				DATE		
				(s.18 Licensed Surveyors Act 1905)		
				DEPOSITED PLAN 412194 SHEET 1 OF 1 SHEETS VERSION 1		



Item No/ Subject:	7.2.3.3 Local Laws – Commencement
Date of Meeting:	15 February 2018
Date & Author:	30 January 2018 - Niel Mitchell - Consultant
Responsible Officer:	Samantha Appleton – Executive Manager Development & Administration
Applicant/Proponent:	Samantha Appleton – Executive Manager Development & Administration
File Number:	LE.LLW.2
Previous minute/s & Reference:	March 2017 Ordinary Meeting of Council Resolution 1703005

SUMMARY

To consider the draft local laws for advertising for public comment, being the comments of the formal process required by the Local Government Act 1995

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.3.3a Shire of Morawa Bush Fire Brigades Local Law
Attachment 2 – 7.2.3.3 b Shire of Morawa Dogs Local Law
Attachment 3 – 7.2.3.3 c Shire of Morawa Extractive Industries Local Law
Attachment 4 – 7.2.3.3 d Shire of Morawa Fencing Local Law

BACKGROUND INFORMATION

The purpose of this report is:

- To allow the Presiding Person to give notice to the meeting of the proposal to make new local laws, being :
 - Shire of Morawa Bush Fire Brigades Local Law
 - Shire of Morawa Dogs Local Law
 - Shire of Morawa Extractive Industries Local Law
 - Shire of Morawa Fencing Local Law

- For Council to approve the proposed local laws for public comment;
- For Council to give notice of the purpose and effect of the proposed local laws; and
- To allow for advertising of the proposed local laws for public comment.

OFFICER'S COMMENT

The proposed local laws are set out in the attachments to this report. In making a new local law, Council must comply with the provisions of section 3.12 of the Local Government Act, and any specific requirements of other legislation.

The *Local Government (Functions and General) Regulations* (Regulation 3) states that for the purpose of Section 3.12(2) of the Act, the person presiding at a council meeting is to give notice of the purpose of the local law by ensuring that the purpose and effect of the proposed local law is included in the agenda for that purpose and that the minutes of the meeting of the council include the purpose and effect of the proposed local law.

Bush Fire Brigades Local Law 2018

Purpose: to make provisions for establishment, management and administration of Bush Fire Brigades.

Effect: to align the requirements for Bush Fire Brigades with legislation and general practice.

The current Fire Control Local Law 1998 contains a number of provisions that are inconsistent with the Fire Break and Fuel Reduction Notice 2015-2016. Accordingly, all matters relating to fire breaks have been removed from the draft local law.

The Bush Fires Act:

- a) s.37 – requires Council to insure volunteers
- b) s.38 – stipulates that Council is to appoint Fire Control Officers
- c) s.41 – Council is to;
 - name and determine the area of each Brigade,
 - keep a register of Brigade Officers and members,
 - may cancel the registration of a Brigade
- d) s.43 – Brigade Officers (Captain, Lieutenants etc) may be appointed by Council or elected by the individual Brigade

- e) Form 12 – required format for the register of Brigade officers

The intent of the draft local law is to ensure clear insurance coverage of all bush fire volunteers and compliance with the requirements of the Bush Fires Act, as simply as possible with minimum administrative impact. A local law is necessary since –

- a) The Act requires a local government to have a local law in only one instance, but it must incorporate a number of provisions –

s.43 - A local government which establishes a bush fire brigade shall by its local laws provide for the appointment or election of a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as may be necessary as officers of the bush fire brigade, and prescribe their respective duties.

- b) The Bush Fires Act requires insurance of “volunteer fire fighters”. Accordingly, only one category of brigade membership is permitted, to avoid any possibility of misunderstanding.
- c) Insurance policies require that volunteer fire fighters that are to be covered are members of a brigade
- d) The Bush Fires Act requires that brigades are established in accordance with the local government’s local law and specifies a range of matters for inclusion,
- e) The local law provides that volunteer fire fighters are not required to be involved in all normal brigade activities, allowing volunteers to be involved only in activities they feel is appropriate for them (such as communications or support functions), not necessarily on a fire front.
- f) Insurances also cover the volunteers who happen to be available, but are not registered, and who are acting under the instruction of an FCO or registered volunteer. Those who act of their own initiative, and are not registered or under instructions, are not covered.

Council’s attention is drawn to the following;

- cl.3.3 – Election and appointment of officers
 - o generally by the brigade
 - o non-legislative officers at the discretion of the brigade
 - o if not by the Brigade, Council may appoint
- cl.3.5 – generally what most Brigade Captains would be doing, but formalising to assist in maintaining the required officer and member lists
- cl.3.6– two components –
 - o provision of information to FCOs
 - o mandatory training of FCOs

- Part 4 – Membership
It is appropriate that the Shire have some say in membership matters as by becoming a volunteer Council accepts a degree of responsibility for their actions, as they do when appointing FCOs as officers of Council
- 4.1– membership is only volunteers, to avoid any possibility of not being covered by insurance. The Act only refers to “volunteers” in relation to membership, although cadets are mentioned several times in relation to function
- 4.2 – applications for membership to be approved by the Brigade and the Shire.
- 4.3 – if a person is not suitable for appointment as a volunteer, or there is a circumstance in which it is appropriate that they be removed from membership, there needs to be a suitable process. Again, both Brigade and the Shire must be involved.
- 4.4 – if there is the power to refuse, suspend, terminate etc, there is required to be the right to review
This clause is substantially extended in line with the request of the Joint Standing Committee on Delegated Legislation made to other Shires.
- 4.5 – if a volunteer acts inappropriately, negligently or illegally, their resignation or termination from the Brigade does not remove any liability they may have in their personal capacity
 - o the Act does provide protection for “normal brigade activities” and where the volunteer has acted in good faith
 - o as a volunteer, accepted and registered by the Shire, the Shire may also have liability

Although not often realised or acknowledged, the Occupational Safety and Health Act 1984 does apply to bush fire brigades. In the same way that any employer has responsibilities for staff, the Shire has obligations to volunteers, such as –

- availability of appropriate training
- availability of appropriate PPE
- that supervision, both administratively and in an emergency, is appropriate
- adequate insurances.

Dogs Local Law 2018

Purpose: to make provisions about the impounding of dogs, the number of dogs that may be kept on premises and the manner of keeping dogs and create offences for non-compliance within the district.

Effect: to repeal existing Dogs Local Laws and extend the controls over dogs which exist under the Dog Act 1976.

This local law now removes a number of matters that have been declared invalid by Governors Order –

- Dog exercise and prohibited areas
- Provisions relating to assistance dogs, to comply with Commonwealth legislation

Queries were received from the contract Ranger through the Executive Manager in relation to clause 2.3 –

2.3 Release of impounded dog

- (1) A claim for the release of a dog seized and impounded is to be made to an authorised person.*
- (2) An authorised person is not to release a dog seized and impounded to any person unless that person has produced, to the satisfaction of an authorised person, evidence –*
- (a) of her or his ownership of the dog or of her or his authority to take delivery of it; or*
- (b) that he or she is the person identified as the owner on a microchip implanted in the dog.*

Response through the Executive Manager –

A couple of observations –

- paragraph (1) the Dog Act s.43(1)(d) makes it illegal for unlawful release of a dog, but doesn't say who is lawfully allowed to. (1) means that only an authorised person can make a lawful release. Under the Shire's Delegations Register, the CEO should have delegated authority to appoint an authorised person. Essentially, the purpose of (1) is to make it as clear as possible who can, and who cannot.
- paragraph (2) has two purposes -
 - first - to reinforce the ability to require documents to be produced under s.43(2) when releasing a dog, and
 - second - in response to s.51(f) by stipulating that these are conditions required for the release of the dog. It means that if the documents etc are not produced, the authorised person can clearly refuse, and the right to refuse is shifted from discretionary to an obligation.
 - as in many country areas, not all farm dogs will be licenced (always excused by arguing that they never go off the farm), and if picked up and challenged about them never having been licenced before, not only is there a clear breach of s.7 of the Act, they can't be released back to the farm without compliance with the local law. Taking the dog and licencing next week when they've got their wallet with them is not permitted.

While the provisions are in the Act in one way or another but not always as a direct reading, the clause is intended to reinforce and clarify.

Extractive Industries Local Law 2017

Purpose: to establish requirements and conditions which extractive industries within the Shire must comply

Effect: to provide for the regulation, control and management of extractive industries

The draft local law provides for the management of extractive industries within the Shire, and provides for –

- application to existing extractive industries,
- notice of proposal to neighbours
- details required of proposal
- rehabilitation on completion of the extractive industry
- security for rehabilitation of the site and road infrastructure maintenance
- placement of conditions on any approval, including –
 - o agreement for contribution for road upgrade, improvement and maintenance
 - o agreement for contribution to community amenity
- transport routes to be agreed, and varied if necessary
- annual renewal, variation, transfer, cessation or cancellation of licence
- notices and penalties.

There are exclusions to some extractive industry activities, so not all fall within the control of this local law –

- very small areas of less than 2,000 m².
- by a landowner for their own use
- on Crown land, etc

In time, this local law should be supported with a Policy concerning Restricted Access Vehicles on Shire Roads.

The draft Extractive Industries Local Law is currently with Council's solicitor to check various aspects, we expect this review to be completed early next week (week commencing 5 Feb 2018).

Fencing Local Law 2018

Purpose: to prescribe a sufficient fence and the standard for construction of fences.

Effect: to establish the minimum requirements for fencing, provide for permitted and prohibited fencing, and create offences for non-compliance.

The draft local law detail the requirements of sufficient fence as required by the Dividing Fences Act, and provides for varying standards so as to be applicable and appropriate for the rural area.

General

As required by section 3.12 the Local Government Act 1995, the next steps include –

- Statewide public notice required inviting submissions
- Local public notice required inviting submissions
- Minister/s to be advised immediately after advertising for public comment –
 - o Minister for Local Government
 - o Minister for Emergency Services
- supporting documentation required to be sent to Minister/s–
 - o minutes of resolution of intent to adopt;
 - o copy of advert of intent to adopt;
 - o copy of the proposed local laws.

Notices are to invite the public to comment on the proposed local law, with submissions being open for a period of not less than 6 weeks. Internal submissions may also be made during this time.

The advertisement will be placed once Council has resolved its intent to make the local laws.

After the submission period is closed, Council is required to consider any submissions received. Minor amendments not affecting the intent of the provisions can be made, but if significant changes are needed, the proposal must be readvertised.

If finally adopted, the proposed local law is then published in the Government Gazette, and comes into effect on the date specified. The Gazettal copy and other documentation is then sent to the Parliamentary Joint Standing Committee on Delegated Legislation to review, which may then disallow or require changes, even though having been Gazetted.

Local Laws remaining under development –

- Health Local Law – possible amendments for the proposed Amenity Local Law and to be consistent with the new Public Health Act 2016

- Amenity Local Law – likely to replace some parts of the Health Local Law
- Public Places and Local Government Property Local Law
- Cemeteries Local Law

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 –

- 3.12 – Procedure for making local laws
 - (2) Notice of purpose and effect of local law to be given by the person presiding
 - (3) Statewide public notice required, and copies to Minister/s immediately after notice given, minimum 6 weeks' notice
 - (3a) Local Public notice also required to be given
 After notice period, all submissions to be considered, and local law may then be made by absolute majority
 Publication in Government Gazette required
- (7) Parliament to be advised within 10 working days of Gazettal
- s.3.13 – Significant changes require recommencement of proposal
- s.3.14 – Unless otherwise provided for, local laws come into effect 14 days after Gazettal
- s.3.15 – local public notice of the final adoption/making of a local law to be given

Interpretations Act 1984 –

- s.42(2) – after publication in the Government Gazette, Parliament may disallow within 14 sitting days of receipt

Bush Fires Act 1954

- s.33 – may make local laws relating to fire breaks and other purposes etc (usually done by notice)
- s.41 – required to make local laws relating to bush fire brigades
- s.43 – local laws to provide for election or appointment of brigade officers
- s.62 – local government may make local laws for a range of purposes

Dog Act –

- s.49 – local government may make local laws
- s.51 – list of purposes for which local laws may be made

Dividing Fences Act 1961

Current Shire of Morawa Local Laws

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Minor - Cost of statewide and local public notice

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Community Plan

4.3 A local government that is respected, professional and accountable

RISK MANAGEMENT

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That with regard to the review of the Shire of Morawa's Local Laws, Council;

1. Pursuant to section 3.12(3) and (3a) of the Local Government Act 1995, and all other legislation enabling it, approve that statewide and local public notice be given of Council's intention to make the following local laws –

- a) Bush Fire Brigades Local Law 2018

Purpose – to make provisions for establishment, management and administration of Bush Fire Brigades.

Effect – to align the requirements for Bush Fire Brigades with legislation and general practice.

- b) Dogs Local Law 2018

Purpose – to make provisions about the impounding of dogs, the number of dogs that may be kept on premises and the manner of keeping dogs and create offences for non-compliance within the district.

Effect – to repeal existing Dogs Local Laws and extend the controls over dogs which exist under the Dog Act 1976.

c) Extractive Industries Local Law 2018

Purpose – to establish requirement and conditions which extractive industries within the Shire must comply

Effect – to provide for the regulation, control and management of extractive industries

d) Fencing Local Law 2018

Purpose – to prescribe a sufficient fence and the standard for construction of fences.

Effect – to establish the minimum requirements for fencing, provide for permitted and prohibited fencing, and create offences for non-compliance.

2. Resolve that in accordance with section 3.12(3) of the Local Government Act, the relevant Ministers be advised of the proposed local laws.

BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

BUSH FIRE BRIGADES LOCAL LAW 2018

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BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

BUSH FIRE BRIGADES LOCAL LAW 2018

Under the powers conferred by the *Bush Fires Act 1954*, the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Morawa resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Morawa Bush Fire Brigades Local Law 2017*.

1.2 Commencement

This local law will come into operation 14 days after its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

The *Firebreak By-laws* made by the Shire of Morawa and published in the *Government Gazette* on 31 December 1982 are repealed.

1.5 Definitions

In this local law unless the context otherwise requires –

Act means the *Bush Fires Act 1954*;

bush fire brigade has the meaning given to it in section 7 of the Act;

bush fire brigade area has the meaning given to it in clause 2.2(b);

bush fire brigade member means a volunteer fire fighter having current membership of a bush fire brigade;

bush fire brigade officer means a person holding a position referred to in clause 3.3, irrespective of method of appointment to the position;

bush fire control officer means a person appointed by the local government to exercise the powers of a bush fire control officer or bush fire officer in accordance with the Act and this local law;

Bush Fire Operating Procedures means the Bush Fire Operating Procedures as may be adopted by the local government and amended from time to time;

Captain means the person holding or acting in that position in a bush fire brigade;

CBFCO means the Chief Bush Fire Control Officer;

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

fire fighting activities means all normal brigade activities relating to a live bush fire which is active in the district, and includes burning off, creating fire breaks and other methods for the control of bush fires;

Lieutenant means the person holding that position in a bush fire brigade;

local government means the Shire of Morawa;

normal brigade activities has the meaning given to it in section 35A of the Act;

President means President of the Council;

Regulations means Regulations made under the Act; and

volunteer fire fighter has the meaning given to it in section 35A of the Act.

PART 2 - ESTABLISHMENT OF BUSH FIRE BRIGADES

2.1 Establishment of a bush fire brigade

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.
- (2) A bush fire brigade is established on the date of the local government's decision under subclause (1).

2.2 Name and area of bush fire brigade

On establishing a bush fire brigade under clause 2.1(1) the local government is to –

- (a) give a name to the bush fire brigade; and
- (b) specify the area within the district in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities.

2.3 Objects of bush fire brigades

The objects of the bush fire brigade are to carry out –

- (a) the normal brigade activities; and
- (b) the functions of the bush fire brigade which are specified in the Act, the Regulations and the local law.

2.4 Chain of command during fire fighting activities

- (1) Subject to the Act, the chain of command to apply during normal brigade activities is –
 - (a) bush fire control officers in order of seniority;
 - (b) bush fire brigade officers in order of seniority; and
 - (c) all other volunteer fire fighters.
- (2) The person in command has full control over other persons fighting the fire, and is to issue instructions as to the methods to be adopted by the volunteer fire fighters, and may exercise all the powers and duties provided for by the Act.

2.5 Existing bush fire brigades

A bush fire brigade established prior to the day on which this local law comes into operation –

- (a) is to be taken to be a bush fire brigade established under and in accordance with this local law;
- (b) the provisions of this local law apply to the bush fire brigade save for clause 2.1; and
- (c) any rules governing the operation of the bush fire brigade are repealed and substituted with the provisions of this local law.

2.6 Dissolution of bush fire brigade

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, or is not achieving the objectives for which it was established.

2.7 New arrangement after dissolution

If the local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the bush fire brigade area.

PART 3 - ORGANISATION OF BUSH FIRE BRIGADES

3.1 Local government responsible for structure

The local government is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

3.2 Appointment of bush fire control officers

- (1) The local government may appoint bush fire control officers in their absolute discretion, and apply conditions as considered appropriate.
- (2) Where only one person is appointed as a bush fire control officer, that person is the CBFCO for the purposes of this local law.

- (3) Where more than one person is appointed as a bush fire control officer, the local government shall determine seniority as CBFCO, Deputy CBFCO, and further seniority as is considered appropriate.
- (4) When considering the appointment of a person as a bush fire control officer, the local government is to have regard to the qualifications, training and experience which may be advisable to fill the position.

3.3 Election and appointment of bush fire brigade officers

- (1) Subject to subclause (2), the members of a bush fire brigade shall elect –
 - (a) a Captain;
 - (b) a first lieutenant;
 - (c) a second lieutenant; and
 - (d) any additional officers considered appropriate for the effective management of normal brigade activities.
- (2) If the members of a bush fire brigade have not elected a bush fire brigade member to a position, the local government may make an appointment to the position as they see fit and as considered appropriate.
- (3) When considering the election or appointment of persons to the positions in subclause (1), the bush fire brigade members or the local government as the case may be, are to have regard to the qualifications, training and experience which may be advisable to fill each position.
- (4) The local government may remove any person elected or appointed from any position.

3.4 Managerial role of CBFCO

Subject to any directions by the local government the CBFCO has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

3.5 Duties of CBFCO and bush fire brigade officers

The duties of the CBFCO and bush fire brigade officers include –

- (a) to provide leadership to bush fire brigades;
- (b) to monitor bush fire brigades' resourcing, equipment and training levels;
- (c) to liaise with the local government concerning fire prevention or fire suppression matters generally and directions to be issued by the local government to bush fire control officers (including those who issue permits to burn), bush fire brigades or bush fire brigade officers;
- (d) to ensure that lists of bush fire brigade members are maintained in accordance with clause 4.3;
- (e) to report annually to the local government the office bearers of the bush fire brigade in the form of Form 12 of the Regulations; and
- (f) to report to the local government prior to the local government's annual budget each year, for consideration and appropriate provision being made in the next budget, the status of a bush fire brigade's –
 - (i) training and readiness;
 - (ii) protective clothing;
 - (iii) equipment; and
 - (iv) vehicles and appliances.

3.6 Training of officers

- (1) The local government is to supply each bush fire control officer and Captain with a copy of the Act, the Regulations, any Bush Fire Operating Procedures adopted, this local law and any other written laws which may be relevant to the performance of the bush fire brigade officers' functions, and any amendments made from time to time.
- (2) Bush fire control officers are to complete a Bush Fire Control Officers course conducted by an organisation approved by the CEO, within 12 months of appointment, unless a course has been completed within the 4 years prior to appointment as a bush fire control officer.
- (3) Bush fire control officers are required to complete a bush fire control officers course or a bush fire control officers refresher course at least once every 5 years.

PART 4 - MEMBERSHIP

4.1 Types of membership of bush fire brigade

- (1) The membership of a bush fire brigade consists of volunteer fire fighters.
- (2) Registration as a volunteer fire fighter does not commit the person to participating in all normal brigade activities.

4.2 Membership applications

The decision on an application for admission of member, with or without conditions or restrictions, may be made by –

- (a) either the Captain or CBFCO; jointly with
- (b) either the CEO or President.

4.3 Membership – review, refusal, suspension or termination

- (1) Not later than 30 April in each year, the Captain is to review the membership and report to the CEO and CBFCO the name and contact details of each bush fire brigade member.
- (2) If circumstances warrant, membership of the bush fire brigade may be refused or suspended at any time for a period considered appropriate.
- (3) Membership of the bush fire brigade terminates if the member –
 - (a) dies;
 - (b) gives written notice of resignation to the Captain or CEO;
 - (c) is permanently incapacitated by mental or physical ill-health; or
 - (d) is no longer a resident or landowner or a landowner or occupier in the district, or for other sufficient reason.
- (4) A decision under subclause (2), (3)(c) or (d) is to be made by –
 - (a) either the Captain or CBFCO; jointly with
 - (b) either the CEO or President.
- (5) Where a decision under subclause (2), (3)(c) or (3)(d) is unable to be agreed, the matter is to be referred to Council, whose decision shall be final.
- (6) Members are eligible to reapply where membership has ceased for any reason.

4.4 Rights to object to or review of decision

- (1) If an application for membership is refused under clause 4.2, the CEO is to notify the applicant in writing as soon as practicable after the decision is made, of –
 - (a) the reasons for the refusal; and
 - (b) the right to object to the local government within 14 days of the date of notice.
- (2) If it is proposed that bush fire brigade member is to be suspended under clause 4.3(2) or terminated under clause 4.3(3)(c) or (d), the CEO is to notify the bush fire brigade member in writing as soon as practicable after the decision is made, of –
 - (a) the reasons for the intention to suspend or terminate the bush fire brigade member;
 - (b) the opportunity to respond and answer any matters which might give grounds for suspension or dismissal –
 - (i) in person or in writing to the CEO; or
 - (ii) to meet with a minimum of any three of the Captain, CBFCO, CEO; or President; and
 - (c) the right to object to the local government within 14 days of the date of notice, or such other time as may be agreed.
- (3) The decisions of any meeting in accordance with subclause (2)(b)(ii) of a bush fire brigade member with a minimum of any three of the Captain, CBFCO, CEO; or President –
 - (a) are to be made by simple majority; and
 - (b) may revoke, vary or confirm the original decision to suspend or terminate the bush fire brigade member.
- (4) The bush fire brigade member is to be notified in writing as soon as practical after a decision under subclause (3) is made, of –
 - (a) the decision and the reasons for the decision; and
 - (b) the right to object to the local government within 14 days of the date of notice.

- (5) The local government may dispose of an objection by –
- (a) dismissing the objection;
 - (b) varying the decision objected to; or
 - (c) revoking the decision objected to, with or without –
 - (i) substituting for it another decision; or
 - (ii) referring the matter, with or without directions, for another decision by a minimum of any three of the Captain, CBFCO, CEO; or President.
- (6) The local government shall give written advice of the decision made under subclause (5) to the person.

4.5 Existing liabilities to continue

The resignation, suspension or termination of a member under clause 4.3 does not affect any liability of the bush fire brigade member arising prior to the date of resignation, suspension or termination of membership.

4.6 Disagreements

- (1) Any disagreement between bush brigade members regarding normal brigade activities may be referred to the Captain.
- (2) Where a disagreement in subclause (1) is considered by the Captain to be of importance to the interests of the bush fire brigade, then the Captain is to refer the disagreement to the CBFCO or to the Council.
- (3) Where a disagreement is referred to the CBFCO, the CBFCO may –
- (a) determine the disagreement; or
 - (b) refer the matter to the Council.
- (4) The Council is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement referred to it.

PART 5 - GENERAL

5.1 Administration

All administrative matters of a bush fire brigade are to be managed by the local government, other than bush fire brigade specific internal arrangements.

5.2 Finances

All financial matters of a bush fire brigade are to be managed by the local government, other than bush fire brigade specific internal arrangements.

5.3 Equipment

All equipment purchased by the local government is the property of, and shall be insured by, the local government.

5.4 Consideration in the local government budget

In addition to funding made available through emergency services grants, the local government may provide further funding depending upon the assessment of budget priorities for the year in question.

Dated _____

The Common Seal of the Shire of Morawa was affixed by authority of a resolution of Council in the presence of –

K.J. CHAPPEL, President

C. LINNELL, Chief Executive Officer

**LOCAL GOVERNMENT ACT 1995
DOG ACT 1976**

SHIRE OF MORAWA

DOGS LOCAL LAW 2018

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DRAFT

LOCAL GOVERNMENT ACT 1995
DOG ACT 1976

SHIRE OF MORAWA

DOGS LOCAL LAW 2018

Under the powers conferred by the *Dog Act 1976*, the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Morawa resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Morawa Dogs Local Law 2018*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

The *Shire of Morawa Dogs Local Law* published in the *Government Gazette* on 16 July 2008, is repealed.

1.5 Definitions

In this local law unless the context otherwise requires –

Act means the *Dog Act 1976*;

adjoining includes land or premises which have a portion of a common boundary with a lot or is separated from that lot by a public reserve, road, right-of-way, pedestrian access way, access leg of a battle-axe lot or the equivalent not more than 6m in width;

authorised person means a person appointed by the local government to perform all or any of the functions conferred on an authorised person under this local law;

CEO means the Chief Executive Officer of the local government;

dangerous dog has the meaning given to it by section 3(1) of the Act;

district means the district of the Shire of Morawa;

dog management facility has the meaning given to it in section 3(1) of the Act;

infringement notice means the notice referred to in clause 7.4;

kennel establishment means any premises where more than the number of dogs under clause 3.3 over the age of 3 months are kept, boarded, trained or bred temporarily, usually for profit and where the occupier of the premises is not the ordinary keeper of the dogs;

licence means a licence to keep an approved kennel establishment on premises granted under clause 4.7;

licensee means the holder of a licence granted under clause 4.7;

local government means the Shire of Morawa;

local planning scheme means a planning scheme of the local government made under the *Planning and Development Act 2005*;

notice of withdrawal means the notice referred to in clause 7.7(1);

owner, in relation to a dog, has the same meaning as in section 3(1) and (2) of the Act;

person liable for the control of the dog has the same meaning as in section 3(1) of the Act;

premises in addition to the meaning given to it in section 3 of the Act, means the premises described in the application for a licence made under clause 4.1;

public place has the meaning given to it by section 3(1) of the Act;

Regulations means the *Dog Regulations 2013*;

Schedule means a schedule to this local law;

set fee means a fee or charge made by the local government in accordance with clause 2.1 or clause 4.9;

thoroughfare has the meaning given to it in section 1.4 of the *Local Government Act 1995*; and
transferee means a person who applies for the transfer of a licence to her or him under clause 4.13.

PART 2 - IMPOUNDING OF DOGS

2.1 Fees and charges

The following are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995* –

- (a) the charges to be levied under section 29(4) of the Act relating to the seizure and impounding of a dog;
- (b) the additional set fee payable under section 29(4) of the Act where a dog is released at a time or on a day other than those determined under clause 2.2; and
- (c) application for additional costs of the destruction and the disposal of a dog referred to in section 29(15) of the Act.

2.2 Attendance of authorised person at dog management facility

An authorised person is to be in attendance at the dog management facility for the release of dogs at the times and on the days of the week as determined by the CEO.

2.3 Release of impounded dog

- (1) A claim for the release of a dog seized and impounded is to be made to an authorised person.
- (2) An authorised person is not to release a dog seized and impounded to any person unless that person has produced, to the satisfaction of an authorised person, evidence –
 - (a) of her or his ownership of the dog or of her or his authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the dog.

2.4 Unauthorised release

Unauthorised release of dogs is dealt with by section 43 of the Act.

PART 3 - KEEPING OF DOGS

3.1 Dogs to be confined

- (1) An occupier of premises on which a dog is kept must –
 - (a) cause a portion of the premises on which the dog is kept to be fenced in a manner capable of confining the dog;
 - (b) ensure the fence used to confine the dog and every gate or door in the fence is of a type, height and construction which having regard to the breed, age, size and physical condition of the dog is capable of preventing the dog at all times from passing over, under or through it;
 - (c) ensure that every gate or door in the fence is kept closed at all times when the dog is on the premises (unless the gate is temporarily opened in a manner that ensures that the dog remains confined) and is fitted with a proper latch or other means of fastening it;
 - (d) maintain the fence and all gates and doors in the fence in good order and condition; and
 - (e) where no part of the premises consists of open space, yard or garden or there is no open space or garden or yard of which the occupier has exclusive use or occupation, ensure that other means exist on the premises (other than the tethering of the dog) for effectively confining the dog within the premises.
- (2) Where an occupier fails to comply with subclause (1), he or she commits an offence.
- (3) Notwithstanding subclause (1) and (2), the confinement of dangerous dogs is dealt with in the Act and the Regulations.

3.2 Limitation on the number of dogs

- (1) This clause does not apply to premises which have been –
 - (a) licensed under Part 4 of this local law as an approved kennel establishment; or
 - (b) granted an exemption under section 26(3) of the Act.
- (2) The limit on the number of dogs which may be kept on any premises is, for the purpose of section 26(4) of

the Act –

- (a) 2 dogs over the age of 3 months and the young of those dogs under that age if the premises are zoned other than as rural, rural residential or urban under a local planning scheme; or
- (b) 4 dogs over the age of 3 months and the young of those dogs under that age if the premises are zoned as rural, rural residential or urban under a local planning scheme.

3.3 Application to keep additional dog or dogs

- (1) Subject to clause 3.5, the local government may consider an application to keep an additional dog or dogs where –
 - (a) the property is deemed suitable by an authorised person –
 - (i) having sufficient space capable of confining all dogs;
 - (ii) noise, odours, fleas, flies and other vectors of disease will be effectively controlled; and
 - (iii) the care and welfare of the dogs is considered adequate.
 - (b) the details of every dog proposed to be kept on the premises are provided including name, age, colour/description, breed, registration number and microchip details; and
 - (c) sufficient reason has been provided, including –
 - (i) to replace an elderly or sick dog not expected to live;
 - (ii) a family emergency resulting in the dog being inherited;
 - (iii) merging of 2 households;
 - (iv) where the applicants have had approval to keep an additional dog or dogs in another local authority; or
 - (v) on premises zoned as rural or rural residential under a local planning scheme, the dog or dogs are required for stock management or to be on the premises temporarily for the purposes of training for stock management.
- (2) An application to keep 2 additional dogs on premises that are zoned other than as rural or rural residential under a local planning scheme shall –
 - (a) provide sufficient detail regarding the reason for keeping more than 2 dogs;
 - (b) provide written consent from owners and occupiers of any premises adjoining the premises; and
 - (c) in the case of a tenanted property, provide written consent from either the landowner or their appointed property manager.
- (3) An application to keep more than 4 dogs on premises zoned as rural or rural residential under a local planning scheme shall –
 - (a) provide sufficient detail regarding the reason for keeping more than 4 dogs; and
 - (b) in the case of a tenanted property, provide written consent from either the landowner or their appointed property manager.

3.4 Determination of application

In determining an application for a licence, the local government is to have regard to –

- (a) the matters referred to in clause 3.5;
- (b) the effect which approval of the proposed may have on the environment or amenity of the neighbourhood; and
- (c) whether approval of the application will create a nuisance for the owners and occupiers of adjoining premises.

3.5 Where application cannot be approved

The local government will not approve an application to keep an additional dog or dogs where –

- (a) more than 4 dogs are proposed to be kept on premises zoned other than as rural or rural residential under a local planning scheme;
- (b) more than 6 dogs are proposed to be kept on premises zoned as rural or rural residential under a local planning scheme; or
- (c) where any dog already kept on the premises is a dangerous dog.

3.6 Conditions of approval

- (1) The local government may approve an application to keep an additional dog or dogs subject to any conditions as considered appropriate.

- (2) Approval of an application is not transferable to successive owners or occupiers of the premises.

3.7 Revocation of licence to keep additional dogs

Where a person does not comply with the conditions of approval to keep an additional dog or dogs under clause 3.6 the local government may revoke the approval to keep an additional dog or dogs.

PART 4 - APPROVED KENNEL ESTABLISHMENTS

4.1 Application for licence for approved kennel establishment

An application for a licence must contain the information listed in Schedule 1, and must be lodged with the local government together with –

- (a) a written acknowledgement that the applicant has read and agrees to comply with any code of practice relating to the keeping of dogs nominated by the local government;
- (b) any other information reasonably required by the local government; and
- (c) the set fee for the application for a licence referred to in clause 4.9(1).

4.2 Notice of proposed use

- (1) An applicant for a licence must give notice of the proposed use of the premises as an approved kennel establishment after the application for a licence has been lodged –
 - (a) once in a newspaper circulating in the district; and
 - (b) to the owners and occupiers of any premises adjoining the premises.
- (2) The notices in subclause (1) must specify that –
 - (a) any written submissions as to the proposed use are to be lodged with the local government within 14 days of the date the notice is given; and
 - (b) the application, plans and specifications may be inspected at the offices of the local government.
- (3) The local government may refuse to determine the application for a licence until the notice or notices, as the case may be, is given in accordance with its directions where –
 - (a) a notice given under subclause (1) does not clearly identify the premises; or
 - (b) a notice given under subclause (1)(a) is of a size or in a location in the newspaper which, in the opinion of the local government, would fail to serve the purpose of notifying persons of the proposed use of the premises.

4.3 Exemption from notice requirements

The requirements of clauses 4.2 and 4.4(a) and Schedule 1 clause 5(c) do not apply in respect of the application for a licence where under a local planning scheme an application for a licence is made in respect of premises on which an approved kennel establishment is either a –

- (a) permitted use; or
- (b) use which the local government may approve subject to compliance with specified notice requirements.

4.4 When application can be determined

An application for a licence is not to be determined by the local government until –

- (a) the applicant has complied with clause 4.2;
- (b) the applicant submits proof that the notices referred to in clause 4.2(1) have been given in accordance with that clause; and
- (c) the local government has considered any written submissions received within the time specified in clause 4.2(2)(a) on the proposed use of the premises.

4.5 Determination of application

In determining an application for a licence, the local government is to have regard to –

- (a) the matters referred to in clause 4.6;
- (b) any written submissions received within the time specified in clause 4.2(2)(a) on the proposed use of the premises;
- (c) any economic or social benefits which may be derived by any person in the district if the application for a licence is approved;

- (d) the effect which the kennel establishment may have on the environment or amenity of the neighbourhood;
- (e) whether the approved kennel establishment will create a nuisance for the owners and occupiers of adjoining premises; and
- (f) whether or not the imposition of and compliance with appropriate conditions of a licence will mitigate any adverse effects of the approved kennel establishment identified in the preceding paragraphs.

4.6 Where application cannot be approved

The local government cannot approve an application for a licence where –

- (a) an approved kennel establishment cannot be permitted by the local government on the premises under a local planning scheme; or
- (b) an applicant for a licence or another person who will have the charge of the dogs will not reside on the premises, or, in the opinion of the local government, sufficiently close to the premises so as to control the dogs and so as to ensure their health and welfare.

4.7 Conditions of approval

- (1) The local government may approve an application for a licence subject to the conditions contained in Schedule 2 and to such other conditions as the local government considers appropriate.
- (2) In respect of a particular application for a licence, the local government may vary any of the conditions contained in Schedule 2.

4.8 Compliance with conditions of approval

A licensee who does not comply with the conditions of a licence commits an offence.

4.9 Fees

- (1) On lodging an application for a licence, the applicant is to pay a set fee to the local government.
- (2) On the issue or renewal of a licence, the licensee is to pay a set fee to the local government.
- (3) On lodging an application for the transfer of a valid licence, the transferee is to pay a set fee to the local government.
- (4) The set fees referred to in subclauses (1) to (3) are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*.

4.10 Form of licence

The licence is to be in the form determined by the local government from time to time and is to be issued to the licensee.

4.11 Period of licence

- (1) The period of effect of a licence is set out in section 27(5) of the Act.
- (2) A licence is to be renewed if the set fee referred to in clause 4.9(2) is paid to the local government prior to the expiry of the licence.
- (3) On the renewal of a licence the conditions of the licence at the time of its renewal continue to have effect.

4.12 Variation or cancellation of licence

- (1) The local government may vary the conditions of a licence.
- (2) The local government may cancel a licence –
 - (a) on the request of the licensee;
 - (b) following a breach of the Act, the Regulations or this local law; or
 - (c) if the licensee is not a fit and proper person.
- (3) The date a licence is cancelled is to be, in the case of –
 - (a) paragraph (a) of subclause (2), the date requested by the licensee; or
 - (b) paragraphs (b) and (c) of subclause (2), the date determined under section 27(6) of the Act.
- (4) If a licence is cancelled the set fee paid for that licence is not refundable for the term of the licence that has not yet expired.

4.13 Transfer

- (1) An written application for the transfer of a valid licence from the licensee to another person must be –
 - (a) made by the transferee;
 - (b) made with the written consent of the licensee; and
 - (c) lodged with the local government together with –
 - (i) written evidence that a person will reside at or within reasonably close proximity to the premises the subject of the licence;
 - (ii) the set fee for the application for the transfer of a licence referred to in clause 4.9(3); and
 - (iii) any other relevant information required.
- (2) The local government is not to determine an application for the transfer of a valid licence until the transferee has complied with subclause (1).
- (3) The local government may approve, whether or not subject to such conditions as it considers appropriate, or refuse to approve an application for the transfer of a valid licence.
- (4) Where the local government approves an application for the transfer of a valid licence, then on the date of approval, unless otherwise specified in the notice issued under clause 4.14(b), the transferee becomes the licensee of the licence for the purposes of this local law.

4.14 Notification

The local government is to give written notice to –

- (a) an applicant for a licence of the local government's decision on her or his application;
- (b) a transferee of the local government's decision on her or his application for the transfer of a valid licence;
- (c) a licensee of any variation made under clause 4.12(1);
- (d) a licensee when her or his licence is due for renewal and the manner in which it may be renewed;
- (e) a licensee when her or his licence is renewed;
- (f) a licensee of the cancellation of a licence under clause 4.12(2)(a); and
- (g) a licensee of the cancellation of a licence under clause 4.12(2)(b) or (c), which notice is to be given in accordance with section 27(6) of the Act.

4.15 Objections and appeals

- (1) The provisions of Division 1 of Part 9 of the *Local Government Act 1995* and regulation 33 of the *Local Government (Functions and General) Regulations 1996* apply to a decision where the local government makes a decision as to whether it will –
 - (a) grant an application for a licence;
 - (b) vary or cancel a licence;
 - (c) impose or amend a condition to which a licence is subject; or
 - (d) transfer of a licence.
- (2) Under these provisions, an affected person may have the right to object to, or to appeal against, a decision of the local government.

4.16 Inspection of kennel

With the consent of the occupier, an authorised person may inspect an approved kennel establishment at any time.

PART 5 - DOGS IN PUBLIC PLACES

5.1 Places where dogs are prohibited absolutely

Designation of places where dogs are prohibited absolutely is dealt with in the Act.

5.2 Places which are dog exercise areas

Designation of places which are dog exercise areas is dealt with in the Act.

PART 6 - MISCELLANEOUS

6.1 Fees and charges

Set fees and charges are to be imposed and determined by the local government under sections 6.16 to 6.19

of the *Local Government Act 1995*.

6.2 Offence to excrete

- (1) A dog must not excrete on –
 - (a) any thoroughfare or other public place; or
 - (b) any land which is not a public place without the consent of the occupier.
- (2) Subject to subclause (3), if a dog excretes contrary to subclause (1), every person liable for the control of the dog at that time commits an offence.
- (3) The person liable for the control of the dog does not commit an offence against subclause (2) if any excreta is removed immediately by that person.

PART 7 - ENFORCEMENT

7.1 Offences

A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.

7.2 General penalty

A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000 and if the offence is of a continuing nature, to an additional penalty not exceeding \$100 for each day or part of the day during which the offence has continued.

7.3 Modified penalties

- (1) The offences contained in Schedule 3 are offences in relation to which a modified penalty may be imposed.
- (2) The amount appearing in the fourth column of Schedule 3 directly opposite an offence is the modified penalty payable in respect of that offence if the dog is not a dangerous dog.
- (3) The amount appearing in the fifth column of Schedule 3 directly opposite an offence is the modified penalty payable in respect of that offence if the dog is a dangerous dog.

7.4 Issue of infringement notice

Where an authorised person has reason to believe that a person has committed an offence in respect of which a modified penalty may be imposed, he or she may issue to that person a notice in the form of Form 2 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

7.5 Failure to pay modified penalty

Where a person who has received an infringement notice fails to pay the modified penalty within the time specified in the notice, or within such further time as may in any particular case be allowed by an authorised person, he or she is deemed to have declined to have the offence dealt with by way of a modified penalty.

7.6 Payment of modified penalty

A person who has received an infringement notice may, within the time specified in that notice or within such further time as may in any particular case be allowed by an authorised person, send or deliver to the local government the amount of the penalty, with or without a reply as to the circumstances giving rise to the offence, and the local government may appropriate that amount in satisfaction of the penalty and issue an acknowledgment.

7.7 Withdrawal of infringement notice

- (1) Whether or not the modified penalty has been paid, an authorised person may withdraw an infringement notice by sending a notice in the form of Form 3 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.
- (2) A person authorised to issue an infringement notice under clause 7.4 cannot sign or send a notice of withdrawal.

7.8 Service of notices

An infringement notice or a notice of withdrawal may be served on a person personally, or by leaving it at or posting it to her or his address as ascertained from her or him, or as recorded by the local government under the Act, or as ascertained from inquiries made by the local government.

**SCHEDULE 1 – INFORMATION REQUIRED FOR APPLICATION FOR A LICENCE FOR AN
APPROVED KENNEL ESTABLISHMENT**

[cl. 4.1]

1. Details of applicant/s –
 - a) Full name/s of applicant/s
 - b) Postal address
 - c) Telephone number
 - d) Mobile number
 - e) Fax number
 - f) E-mail address.
2. Address of proposed premises
3. Dogs to be kept –
 - a) Number
 - b) Breed.
4. Either –
 - a) Person residing on the premises –
 - i) Name
 - ii) As from
 - iii) Mobile phone number, or
 - b) Person sufficiently close to the premises so as to control the dogs and ensure their health and welfare –
 - i) Name
 - ii) Address
 - iii) As from
 - iv) Mobile phone number.
5. To be included –
 - a) a site plan of the premises showing the location of the kennels and yards and all other buildings and structures and fences;
 - b) plans and specifications of the proposed kennel establishment;
 - c) copy of notice of proposed use to appear in newspaper and to be given to adjoining premises under clause 4.2;
 - d) written evidence that a person will reside –
 - i) at the premises; or
 - ii) sufficiently close to the premises so as to control the dogs and so as to ensure their health and welfare; and
 - e) if the person in item (e) is not the applicant, written evidence that the person is a person in charge of the dogs
6. Signature of applicant/s
7. Date

SCHEDULE 2 – CONDITIONS OF A LICENCE FOR AN APPROVED KENNEL ESTABLISHMENT

[cl. 4.7]

An application for a licence for an approved kennel establishment may be approved subject to the following conditions –

- (a) each kennel, unless it is fully enclosed, must have a yard attached to it;
- (b) each kennel and each yard must be at a distance of not less than –
 - (i) 25m from the front boundary of the premises and 5m from any other boundary of the premises;
 - (ii) 10m from any dwelling; and
 - (iii) 25m from any church, school room, hall, factory, dairy or premises where food is manufactured, prepared, packed or stored for human consumption;
- (c) each yard for a kennel must be kept securely fenced with a fence constructed of link mesh or netting or other materials approved by the local government;
- (d) the minimum floor area for each kennel must be calculated at 2.5 times the length of the breed of dog (when it is fully grown), squared, times the number of dogs to be housed in the kennel and the length of the dog is to be determined by measuring from the base of the tail to the front of its shoulder;
- (e) the floor area of the yard attached to any kennel or group of kennels must be at least twice the floor area of the kennel or group of kennels to which it is attached;
- (f) the upper surface of the kennel floor must be –
 - (i) at least 100mm above the surface of the surrounding ground;
 - (ii) smooth so as to facilitate cleaning;
 - (iii) rigid;
 - (iv) durable;
 - (v) slip resistant;
 - (vi) resistant to corrosion;
 - (vii) non-toxic;
 - (viii) impervious;
 - (ix) free from cracks, crevices and other defects; and
 - (x) finished to a surface having a fall of not less than 1 in 100 to a spoon drain which in turn must lead to a suitably sized diameter sewerage pipe which must be properly laid, ventilated and trapped in accordance with the health requirements of the local government;
- (g) all kennel floor washings must pass through the drain in item (f)(x) and must be piped to approved apparatus for the treatment of sewage in accordance with the health requirements of the local government;
- (h) the kennel floor must have a durable upstand rising 75mm above the floor level from the junction of the floor and external and internal walls, or internal walls must be so constructed as to have a minimum clearance of 50mm from the underside of the bottom plate to the floor;
- (i) where a yard is to be floored, the floor must be constructed in the same manner as the floor of any kennel;
- (j) from the floor, the lowest internal height of a kennel must be, whichever is the lesser of -
 - (i) 2m; or
 - (ii) 4 times the height of the breed of dog in the kennel, when it is fully grown, measured from the floor to the uppermost tip of its shoulders while in a stationary upright position;
- (k) the walls of each kennel must be constructed of concrete, brick, stone or framing sheeted internally and externally with good quality new zincalume or new pre-finished colour coated steel sheeting or new fibrous cement sheeting or other durable material approved by the local government;
- (l) all external surfaces of each kennel must be kept in good condition;
- (m) the roof of each kennel must be constructed of impervious material;
- (n) all kennels and yards and drinking vessels must be maintained in a clean condition and must be cleaned and disinfected when so ordered by an authorised person;
- (o) all refuse, faeces and food waste must be disposed of daily into the approved apparatus for the treatment of sewage;
- (p) noise, odours, fleas, flies and other vectors of disease must be effectively controlled;
- (q) suitable water must be available at the kennel via a properly supported standpipe and tap; and
- (r) the licensee or the person nominated in the application for a licence, must, in accordance with the application for the licence, continue to reside –
 - (i) at the premises; or
 - (ii) in the opinion of the local government, sufficiently close to the premises so as to control the dogs, and to ensure their health and welfare.

SCHEDULE 3 – PRESCRIBED OFFENCES

[cl.7.3]

Item	Clause	Nature of offence	Modified penalty \$	Dangerous Dog Modified Penalty \$
1	3.1	Failing to provide means for effectively confining a dog	200	As per Regulations
2	3.6	Failure to comply with conditions of approval to keep additional dog or dogs	200	500
3	6.2	Dog excreting in prohibited place	100	100

Dated _____

The Common Seal of the Shire of Morawa was affixed by authority of a resolution of Council in the presence of –

K.J. CHAPPEL, President

C. LINNELL, Chief Executive Officer

LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

EXTRACTIVE INDUSTRIES LOCAL LAW 2018

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LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

EXTRACTIVE INDUSTRIES LOCAL LAW 2018

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Morawa resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Morawa Extractive Industries Local Law 2018*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

The provisions of this local law –

- (a) subject to paragraphs (b), (c) and (d) –
 - (i) apply and have force and effect throughout the whole of the district;
 - (ii) apply to every excavation whether commenced prior to or following the coming into operation of this local law; and
 - (iii) apply to a previous licence as if it was issued under this local law;
- (b) do not apply to the extraction of minerals under the *Mining Act 1978*;
- (c) do not apply to the carrying on of an extractive industry on Crown land; and
- (d) do not apply to the carrying on of an extractive industry on land by the owner or occupier of that land for use on that land,

1.4 Repeal

The *Shire of Morawa Extractive Industries Local Law* published in the *Government Gazette* on 16 July 2008, is repealed.

1.5 Transitional provisions

- (1) Within 90 days of commencement of this local law or within 90 days of the date of the annual licence fee of a previous licence becoming due and payable (under clause 7.3), the local government may in respect of the licence –
 - (a) vary or delete a condition; or
 - (b) impose one or more other conditions, as specified in clause 4.3(2).
- (2) A condition that is varied, deleted or imposed under subclause (1) does not become effective until 90 days (or longer period that is specified by the local government) after written notice of the condition is given by the local government to the licensee.

1.6 Definitions

In this local law unless the context otherwise requires –

Act means the *Local Government Act 1995*;

carry on an extractive industry means quarrying and excavating for stone, gravel, sand and other material, and the transporting of the material off the site, but excludes extractive activities undertaken by statutory authorities;

application for licence includes application to renew, transfer, vary or cancel a licence as the context requires;

authorised person means a person appointed by the local government to perform all or any of the functions conferred on an authorised person under this local law;

CEO means the Chief Executive Officer of the local government;

district means the district of the Shire of Morawa;

excavation includes quarry;

infringement notice means the notice referred to in clause 10.4(a);

land, unless the context requires otherwise, means the land on which the applicant proposes carrying on the extractive industry to which the licence application relates, and includes adjoining lots or locations in the same occupation or ownership;

licence means a licence issued under this local law and a previous licence;

licensee means the person named in the licence as the licensee;

local government means the Shire of Morawa;

local planning scheme means a planning scheme of the local government made under the *Planning and Development Act 2005*;

notice of withdrawal means the notice referred to in clause 10.4(b);

owner has the meaning given to it in section 1.4 of the Act;

occupier has the meaning given to it in section 1.4 of the Act;

person does not include the local government;

planning approval means an approval for a development or a land use that is issued under a local planning scheme administered by the local government;

previous licence means a licence that is in force at the date of commencement of this local law;

Schedule means a schedule to this local law;

secured sum means the sum required to be paid or the amount of a bond, bank guarantee or other security under clause 3.7;

set fee means a fee determined by the local government in accordance with sections 6.16 to 6.19 of the Act;

site means the land specified by the local government in a licence;

thoroughfare has the meaning given to it in section 1.4 of the Act; and

transferee means a person who applies for the transfer of a licence to her or him under clause 4.8.

PART 2 - REQUIREMENT FOR LICENCE

2.1 Extractive industries prohibited without licence

A person must not carry on an extractive industry –

- (a) unless the person is the holder of a valid and current licence; and
- (b) otherwise than in accordance with any terms and conditions set out in, or applying in respect of, the licence.

PART 3 - APPLICATION REQUIREMENTS

3.1 Applicant to advertise proposal

- (1) Unless the local government first approves otherwise, a person seeking the issue of a licence shall, before making application for a licence –
 - (a) forward a notice to –
 - (i) the owners and occupiers of all land adjoining the land upon which it is proposed to excavate, or within an area determined by the local government as likely to be affected by the granting of a licence; and
 - (ii) every authority or person having control or jurisdiction over any of the things referred to in clause 3.3(1)(g) and (h) within 500 metres from the boundaries of the land, or within an area determined by the local government as likely to be affected by the granting of a licence; and
 - (b) as soon as practicable after complying with the requirements of paragraph (a) –
 - (i) forward a copy of the notice to the CEO; and
 - (ii) publish the notice in a newspaper circulating in the area in which the proposed excavation is located.
- (2) The information contained in the notice referred to in subclause (1) shall include but is not limited to –
 - (a) particulars of the proposed excavation; and
 - (b) inviting objections or comments to be made to the CEO within 21 days of date of receipt of the notice.

- (3) The local government may undertake a public consultation process including but not limited to –
 - (a) provision of information by mail or similar;
 - (b) electronically through a website or similar; and
 - (c) public meetings.
- (4) The local government may, within 14 days after receiving a copy of a notice referred to in subclause (1), cause to be displayed, or require the proposed applicant to display, in a prominent position on the land one or more notices –
 - (a) in a form approved by the local government;
 - (b) the content, size, construction and position of which have been approved by the local government;
 - (c) specifying particulars of the proposed excavation; and
 - (d) inviting objections or comments within 21 days from the placement of the notice.

3.2 Application for licence

- (1) An application for a licence shall –
 - (a) be made in writing;
 - (b) state –
 - (i) name of person or company for whom the application is being lodged;
 - (ii) name of primary contact person for the company and in relation to the application;
 - (iii) telephone, mobile phone and email contact details; and
 - (iv) postal and street address.
 - (c) be accompanied by –
 - (i) the set fee;
 - (ii) a current certificate of currency for public liability policy in accordance with clause 7.1;
 - (iii) the consent in writing to the application from the owner of the excavation site; and
 - (iv) a copy of the planning approval for an extractive industry to be conducted on the land;
 - (d) include any information that the local government may reasonably require; and
 - (e) be signed by the applicant.
- (2) An application for a licence must be lodged with the local government together with details of the proposed excavation, including but not limited to –
 - (a) a plan of the excavation site in accordance with clause 3.3;
 - (b) a works and excavation program in accordance with clause 3.4;
 - (c) a rehabilitation and decommissioning program in accordance with clause 3.5;
 - (d) evidence that a datum peg has been established on the land related to a point approved by the local government on the surface of a constructed public thoroughfare or such other land in the vicinity;
 - (e) a certificate from a licensed surveyor;
 - (f) evidence that the requirements of clause 3.1(1), (3) and (4) have been carried out;
 - (g) copies of all land use planning approvals required under any planning legislation;
 - (h) copies of any environmental approval required under any environmental legislation;
 - (i) copies of any geotechnical information relating to the excavation site;
 - (j) evidence that an application for a clearing permit has been lodged with the Department of Water and Environmental Regulation if that is required under regulation 5 of the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*; and
 - (k) any other information that the local government may reasonably require.
- (3) The application under subclause (1) and detailed information under subclause (2) shall consist of one signed paper copy and an electronic copy.
- (4) The local government may exempt a person making an application for a licence from supplying any of the data specified in subclause (2)(c), (d), (e) or (i), where –
 - (a) the surface area does not exceed 2000 square metres; and
 - (b) the material to be extracted from the proposed excavation does not exceed 2000 cubic metres.

3.3 Plan of excavation site

- (1) The plan referred to in clause 3.2(2)(a) shall be in a scale of between 1:500 and 1:2000 showing –
 - (a) the existing and proposed land contours based on the Australian Height Datum and plotted at one metre contour intervals;
 - (b) the land on which the excavation site is to be located;

- (c) the external surface dimensions of the land;
 - (d) the location and depth of the existing and proposed excavation of the land;
 - (e) the location of existing and proposed thoroughfares or other means of vehicle access to and egress from the land and to public thoroughfares in the vicinity of the land;
 - (f) the location of buildings, treatment plant, tanks and other improvements and developments existing on, approved for or proposed in respect of the land;
 - (g) the location of existing infrastructure services including but not limited to powerlines and communication cables, and any associated poles or pylons, sewers, pipelines, reserves, bridges, railway lines and registered grants of easement or other encumbrances over, on, under or adjacent to or in the vicinity of the land;
 - (h) the location of all existing bores, dams, watercourses, drains or sumps on or adjacent to the land;
 - (i) the location and description of existing and proposed fences, gates and warning signs around the land; and
 - (j) the location of the areas proposed to be used for stockpiling excavated material, treated material, overburden and soil storage on the land and elsewhere;
- (2) All survey data supplied by an applicant for the purpose of subclause (1) shall comply with Australian Height Datum and Australian Map Grid standards.

3.4 Works and excavation program

The works and excavation program referred to in clause 3.2(2)(b) shall contain –

- (a) the nature and estimated duration of the proposed excavation for which the licence is applied;
- (b) the stages and the timing of the stages in which it is proposed to carry out the excavation;
- (c) details of the methods to be employed in the proposed excavation and a description of any on-site processing works;
- (d) details of the depth and extent of the existing and proposed excavation of the site;
- (e) an estimate of the depth of and description of the nature and quantity of the overburden to be removed;
- (f) a description of the methods by which existing vegetation is to be cleared and topsoil and overburden removed or stockpiled;
- (g) a description of the means of access to the excavation site and the types of thoroughfares to be constructed;
- (h) details of the proposed number and size of trucks entering and leaving the site each day and the route or routes to be taken by those vehicles;
- (i) a description of any proposed buildings, water supply, treatment plant, tanks and other improvements;
- (j) details of drainage conditions applicable to the land and methods by which the excavation site is to be kept drained;
- (k) a description of the measures to be taken to minimise sand drift, dust nuisance, erosion, watercourse siltation and dangers to the general public;
- (l) a noise management plan, including a description of the measures to be taken to comply with the *Environmental Protection Act 1986* and the *Environmental Protection (Noise) Regulations 1997*;
- (m) a description of the existing site environment and a report on the anticipated effect that the proposed excavation will have on the environment in the vicinity of the land;
- (n) details of the nature of existing vegetation, shrubs and trees and a description of measures to be taken to minimise the destruction of existing vegetation;
- (o) a description of the measures to be taken in screening the excavation site, or otherwise minimising adverse visual impacts, from nearby thoroughfares or other areas; and
- (p) details of measures to reduce impact on the adjoining owners and occupiers, and the wider community.

3.5 Rehabilitation and decommissioning program

The rehabilitation and decommissioning program referred to in clause 3.2(2)(c) shall indicate –

- (a) the objectives of the program, having due regard to the nature of the surrounding area and the proposed end-use of the excavation site;
- (b) whether restoration and reinstatement of the excavation site is to be undertaken progressively or

- upon completion of excavation operations;
- (c) how any face is to be made safe and batters sloped;
- (d) the method by which topsoil is to be replaced and revegetated;
- (e) the numbers and types of trees and shrubs to be planted and other landscaping features to be developed;
- (f) how rehabilitated areas are to be maintained; and
- (g) the program for the removal of buildings, plant, waste and final site clean up.

3.6 Certificate of a licensed surveyor

The certificate in subclause 3.2(2)(e) shall certify the correctness of –

- (a) the datum peg and related point referred to in subclause 3.2(2)(d); and
- (b) the plan referred to in subclause 3.2(2)(a).

3.7 Security for restoration of excavation site and for road infrastructure

- (1) The local government may require that the licensee shall give to the local government a bond, bank guarantee or other security, of a kind and in a form acceptable to the local government, in or for a sum determined by the local government, for the purposes of –
 - (a) ensuring that an excavation site is properly restored or reinstated, and
 - (b) ensuring that road infrastructure is repaired and maintained to the standard agreed in accordance with subclauses 4.5(2) and (3).
- (2) The security required under subclause (1) may be required to be provided by the applicant to the local government –
 - (a) as a condition of a licence; or
 - (b) before the issue of a licence.
- (3) A bond required under subclause (1) is to be paid into a fund established by the local government for the purposes of this clause.
- (4) If a bank guarantee or other security required under subclause (1) ceases to be current, excavation is to cease until a further security in a form acceptable to the local government has been provided.
- (5) Subject to clause 7.4, any interest accrued in respect of the bond paid into the fund under subclause (3) is to be returned to the licensee at the completion of the restoration and reinstatement works required by the licence conditions or otherwise under this local law.

PART 4 - LICENCING

4.1 When an application may be determined

An application for a licence is not to be determined by the local government until –

- (a) the applicant submits proof that the requirements for notices, public information and consultation have been undertaken in accordance with subclauses 3.1(1) and (2);
- (b) the applicant has made an application for licence in accordance with subclause 3.2(1) and (2);
- (c) the local government has considered any written submissions received within the time specified in subclauses 3.1(2)(b) and 3.1(4), and
- (d) planning approval for an extractive industry use of the land has been obtained.

4.2 Determination of application

- (1) Upon receipt of an application, the local government may –
 - (a) refuse the application; or
 - (b) approve the application –
 - (i) over the whole or part of the land in respect of which the application is made; and
 - (ii) on such terms and conditions, if any, as it sees fit.
- (2) The local government may refuse to consider an application for a licence that does not comply with the requirements of clause 3.2.
- (3) Where the local government approves an application for a licence, it shall –
 - (a) determine the licence period, not exceeding 21 years from the date of issue; and
 - (b) approve the issue of a licence in the form determined by the local government from time to time.
- (4) Where the local government approves the issue of a licence, the CEO shall issue the licence to the

applicant upon receipt by the local government of –

- (a) payment of the annual set fee;
- (b) payment of the secured sum if any, imposed under clause 3.7;
- (c) the documents, if any, executed to the satisfaction of the CEO, under clause 3.7; and
- (d) a copy of the public liability insurance policy required under clause 7.1(1).

4.3 Conditions which may be imposed

- (1) Clause 4.5 applies as a condition to all licences.
- (2) Without limiting subclause 4.2(1), the local government may impose conditions in respect of the following matters, including but not limited to –
 - (a) the orientation of the excavation to reduce visibility from other land;
 - (b) the appropriate siting of access thoroughfares, buildings and plant;
 - (c) the stockpiling of material;
 - (d) the hours during which any excavation work may be carried out;
 - (e) the hours during which any processing plant associated with, or located on, the site may be operated;
 - (f) requiring all crushing and treatment plant to be enclosed within suitable buildings to minimise the emission of noise, dust, vapour and general nuisance to the satisfaction of the local government;
 - (g) the depths below which a person shall not excavate;
 - (h) distances from adjoining land or roads within which a person must not excavate;
 - (i) the safety of persons employed at or visiting the excavation site;
 - (j) the control of dust and wind-blown material;
 - (k) the planting, care and maintenance of trees, shrubs and other landscaping features during the time in which the extractive industry is carried out in order to effectively screen the area to be excavated and to provide for progressive rehabilitation;
 - (l) the prevention of the spread of dieback or other disease;
 - (m) the drainage of the excavation site and the disposal of water;
 - (n) the restoration and reinstatement of the excavation site, the staging of such works, and the minimising of the destruction of vegetation;
 - (o) the provision of retaining walls to prevent subsidence of any portion of the excavation or of land abutting the excavation;
 - (p) requiring the licensee to furnish to the local government a surveyor's certificate each year, prior to the renewal fee being payable, to certify the quantity of material extracted and that material has not been excavated below the final contour levels outlined within the approved excavation program;
 - (q) requiring the licensee to enter into an agreement with the local government to pay a contribution in respect of thoroughfares in the district used by heavy or extraordinary traffic conducted by or on behalf of the licensee under the licence, in accordance with subclauses 4.5(2) and (3) –
 - (i) any extraordinary expenses incurred by the local government;
 - (ii) requirement for increased maintenance; and
 - (iii) repair of damage caused;
 - (r) requiring the licensee to enter into an agreement with the local government in respect of any condition or conditions imposed under this local law; and
 - (s) any other matter for properly regulating the carrying on of an extractive industry.

4.4 Variation of conditions

- (1) Within 30 days of the date of the annual licence fee becoming due and payable (under clause 7.3), the local government may, in respect of the licence –
 - (a) Vary or delete a condition; and
 - (b) May impose one or more other conditions, as specified in clause 4.3(2).
- (2) A condition that is varied, deleted or imposed under subclause (1) does not become effective until 90 days (or such longer period as is specified by the local government) after written notice of the condition is given by the local government to the licensee.

4.5 Transport of materials

- (1) The local government may, from time to time, prescribe by giving written notice to the licensee –

- (a) determine routes to be taken by the licensee for the transport of materials from the site through the roads within the district, if the proposed routes are not suitable for the proposed haulage;
 - (b) the tonnage limits to be transported along a particular route; and
 - (c) the times during which materials from the site may be transported through the roads within the district.
- (2) If a road on a route prescribed under subclause (1) is inadequate for the transport of materials from the site, the local government may require the licensee to pay all or part of the costs or estimated costs, as determined by the local government, of upgrading the road to the standard required by the local government for these purposes.
 - (3) The licensee must pay to the local government, as and when required by the local government, the costs or estimated costs, as determined by the local government, of repairs and maintenance to any road that are required as a result of the transport of materials from the site.
 - (4) Each licence is to be taken to be subject to a condition requiring the licensee to comply with this clause.

4.6 Renewal of licence

- (1) An application to renew a licence is not to be determined by the local government until the applicant has complied with subclause (2).
- (2) An application to renew a licence shall –
 - (a) be made in writing;
 - (b) state –
 - (i) name of person or company for whom the application is being lodged;
 - (ii) name of primary contact person for the company and in relation to the application;
 - (iii) telephone, mobile phone and email contact details; and
 - (iv) postal and street address.
 - (c) be accompanied by –
 - (i) the set fee;
 - (ii) by a copy of the current licence;
 - (iii) a current certificate of currency for public liability policy in accordance with clause 7.1;
 - (d) be lodged by the licensee at least 90 days before the date of expiry of the licence;
 - (e) include a plan showing the contours of the excavation carried out to the date of that application;
 - (f) detail the works, excavation and rehabilitation stages reached and of any changes or proposed changes with respect to any of the things referred to in subclauses 3.2(2)(b) and (c); and
 - (g) submit any other things referred to in clauses 3.2 and 4.2.
- (3) The local government may waive any of the requirements specified in subclause (2)(f) or (g).
- (4) The applicant shall not be obliged, unless otherwise required by the local government to submit details of any of the things referred to in clauses 3.2 and 4.2 if –
 - (a) an application to renew a licence is in relation to land in respect of which the current licence was issued less than 12 months prior to the date from which the new licence if granted would apply; and
 - (b) the methods to be employed in the proposed land excavation are identical to those being employed at the date of the application.
- (5) Upon receipt of an application for renewal of a licence, the local government may –
 - (a) refuse the application; or
 - (b) approve the application on such terms and conditions as it sees fit.
- (6) Where the local government renews a licence under subclause (5), it shall notify the licensee in writing.

4.7 Variation of licence

- (1) An application to vary a licence by a licensee –
 - (a) may be made at any time; and
 - (b) is not to be determined by the local government until the applicant has complied with subclause (2).
- (2) An application to vary a licence shall –
 - (a) be made in writing;
 - (b) state –
 - (i) name of person or company for whom the application is being lodged;
 - (ii) name of primary contact person for the company and in relation to the application;
 - (iii) telephone, mobile phone and email contact details; and

- (iv) postal and street address;
- (c) be accompanied by –
 - (i) the set fee;
 - (ii) by a copy of the current licence; and
 - (iii) a current certificate of currency for public liability policy in accordance with clause 7.1;
- (d) be lodged by the licensee at least 90 days before the date of expiry of the licence;
- (e) include a plan showing the contours of the excavation carried out to the date of that application;
- (f) detail the works, excavation and rehabilitation stages reached and of any changes or proposed changes with respect to any of the things referred to in clauses 3.2(2)(b) and (c);
- (g) any other things referred to in clauses 3.2 and 4.2.
- (h) include any information that the local government may reasonably require; and
- (i) be signed by the licensee and the owner of the excavation site (if different to the licensee);
- (3) The local government may waive any of the requirements specified in subclause (2)(f) or (g).
- (4) The applicant shall not be obliged, unless otherwise required by the local government to submit details of any of the things referred to in clauses 3.2 and 4.2 if –
 - (a) an application to vary a licence is in relation to land in respect of which the current licence was issued less than 12 months prior to the date from which the new licence if granted would apply; and
 - (b) the methods to be employed in the proposed land excavation are identical to those being employed at the date of the application.
- (5) Upon receipt of an application to vary a licence, the local government may –
 - (a) refuse the application; or
 - (b) approve the application on such terms and conditions as it sees fit.
- (6) Where the local government approves a licence variation under subclause (5), it shall notify the licensee and owner of the excavation site in writing.

4.8 Transfer of licence

- (1) An application to transfer a licence is not to be determined by the local government until the applicant has complied with subclause (2).
- (2) An application to transfer a licence shall –
 - (a) be made in writing;
 - (b) state –
 - (i) name of person or company for whom the application is being lodged;
 - (ii) name of primary contact person for the company and in relation to the application;
 - (iii) telephone, mobile phone and email contact details; and
 - (iv) postal and street address.
 - (c) be accompanied by –
 - (i) the set fee;
 - (ii) a copy of the current licence;
 - (iii) a certificate of currency in the name of the proposed transferee for public liability policy in accordance with clause 7.1;
 - (iv) the consent in writing to the transfer from the owner of the excavation site;
 - (d) be lodged by the licensee at least 90 days before the date of proposed transfer of the licence;
 - (e) comply with and satisfy all conditions and requirements of the current licence;
 - (f) provide equivalent security under clause 3.7 as is required by the current licence; and
 - (g) include any information that the local government may reasonably require; and
 - (h) be signed by the licensee and the proposed transferee.
- (3) Upon receipt of an application to transfer a licence, the local government may –
 - (a) refuse the application; or
 - (b) approve the application on such terms and conditions as it sees fit.
- (4) Where the local government approves the transfer of a licence under subclause (3), it shall notify the licensee and owner of the excavation site in writing.
- (5) Where the local government approves the transfer of a licence it shall not be required to refund any part of the fees and charges paid by the former licensee in respect of the transferred licence.
- (6) Where the local government does not approve the transfer of a licence –
 - (a) the local government may cancel the licence in accordance with clause 4.9, or

- (b) the licensee may –
 - (i) continue operations in accordance with the licence issued;
 - (ii) give notice of cessation of operations in accordance with clauses 6.1; or
 - (iii) give notice of temporary cessation of operations in accordance with clause 6.3.

4.9 Cancellation of licence by the local government

- (1) The local government may cancel a licence where the licensee has –
 - (a) ceased to substantially carry on the extractive industry for a period in excess of 12 months or has not advised the local government of cessation of operations under clause 6.1;
 - (b) been convicted of an offence against –
 - (i) this local law; or
 - (ii) any other law relating to carrying on an extractive industry;
 - (c) failed to comply with –
 - (i) any of the conditions of the licence;
 - (ii) any provisions of this local law; or
 - (iii) any term of an agreement made with the local government in accordance with this local law and default continues for a period of 14 days from service on the licensee of written notice of default;
 - (d) transferred or assigned or attempted to transfer or assign the licence without the consent of the local government;
 - (e) permitted another person to carry on an extractive industry otherwise than in accordance with the terms and conditions of the licence and of the provisions of this local law;
 - (f) failed to pay the annual licence fee under clause 7.3;
 - (g) failed to have a current public liability insurance policy under clause 7.1(1); or
 - (h) failed to provide a copy of the policy or evidence of its renewal as the case may be, under clause 7.1(2).
- (2) Where the local government cancels a licence under this clause –
 - (a) the cancellation takes effect on and from the day on which the licensee is served with the notice, and
 - (b) the local government shall advise the licensee and owner of the excavation site in writing.
- (3) Where the local government cancels a licence under subclause (1), the local government shall not be required to refund any part of the fees and charges paid by the licensee in respect of the cancelled licence.
- (4) Where the local government cancels a licence under subclause (1), the licensee shall comply with clause 6.4, unless otherwise approved by the local government.

PART 5 - LIMITATIONS, OBLIGATIONS AND PROHIBITIONS ON LICENSEE

5.1 Obligations of the licensee

A licensee shall –

- (a) where the local government so requires, securely fence the excavation to a standard determined by the local government and keep the gateways locked when not actually in use in order to prevent unauthorised entry;
- (b) erect and maintain warning signs along each of the boundaries of the area excavated under the licence so that each sign –
 - (i) is not more than 200 metres apart;
 - (ii) is not less than 300 mm high and not less than 450 mm wide;
 - (iii) the top of the sign is between 1.2 metres and 1.8 metres above ground level; and
 - (iv) bears the words “DANGER EXCAVATIONS – KEEP OUT”;
- (c) except where the local government approves otherwise, drain and keep drained to the local government’s satisfaction any excavation to which the licence applies so as to prevent the accumulation of water;
- (d) restore and reinstate the excavation site in accordance with the terms and conditions of the licence, the site plans and the works and excavation program approved by the local government;
- (e) take all reasonable steps to prevent the emission of dust, noise, vibration and other forms of nuisance from the excavation site; and
- (f) comply with the conditions imposed by the local government in accordance with clause 4.3.

5.2 Limits on excavation near boundary

Subject to any licence conditions imposed by the local government, a person shall not, without the written approval of the local government, excavate within –

- (a) 500 metres of any residence unless with the consent of the adjoining neighbours;
- (b) 50 metres of any bore, watercourse, wetland, swamp or other water reserve;
- (c) 50 metres of any thoroughfare;
- (d) 20 metres of the boundary of any land on which the excavation site is located;
- (e) 20 metres of any land affected by a registered grant of easement; or
- (f) 2 metres of the estimated maximum groundwater level as determined from time to time by the Department of Water and Environmental Regulation or otherwise as adopted by the local government.

5.3 Prohibitions

A licensee shall not –

- (a) remove any trees or shrubs within 40 metres of the boundary of any thoroughfare on land in respect of which a licence has been granted without written permission from the local government and if required, the Department of Water and Environmental Regulation, except for the purpose of constructing access thoroughfares, erecting buildings or installing plant for use in connection with the excavation and then only with the express approval of the local government and subject to any conditions which the local government may impose in accordance with clause 4.3;
- (b) store, or permit to be stored, except in the case of approved rock quarry sites, any explosives or explosive devices on the site to which the licence applies other than with the approval of the local government and the Department of Mines, Industry Regulation and Safety; or
- (c) fill or excavate, other than in accordance with the terms and conditions of the licence, the site plans and the works and excavation program approved by the local government.

5.4 Blasting

- (1) A person shall not carry out or permit to be carried out any blasting in the course of excavating unless –
 - (a) the local government has otherwise given approval in respect of blasting generally or in the case of each blast;
 - (b) subject to subclause (2), the blasting takes place only between the hours of 8.00am and 5.00pm, or as determined by the local government, on Mondays to Fridays inclusive;
 - (c) the blasting is carried out in strict accordance with the *Mines Safety and Inspection Act 1994*, the *Environmental Protection Act 1986*, and all relevant local laws of the local government; and
 - (d) in compliance with any other conditions imposed by the local government concerning –
 - (i) the time and duration of blasting;
 - (ii) the purposes for which the blasting may be used; and
 - (iii) such other matters as the local government may reasonably require in the interests of the safety and protection of members of the public and of property within the district.
- (2) A person shall not carry out or permit to be carried out any blasting on a Saturday, Sunday or public holiday except with the prior approval of the local government.

PART 6 - CESSATION OF OPERATIONS

6.1 Notice of cessation of operations by licensee

- (1) A notice of cessation shall –
 - (a) be made in writing;
 - (b) state –
 - (i) name of person or company for whom the application is being lodged;
 - (ii) name of primary contact person for the company and in relation to the application;
 - (iii) telephone, mobile phone and email contact details; and
 - (iv) postal and street address;
 - (c) be accompanied by –
 - (i) a copy of the current licence; and

- (ii) a current certificate of currency for public liability policy in accordance with clause 7.1;
 - (d) advise if the cessation is to be –
 - (i) temporary and the expected duration or circumstances for re-commencement; or
 - (ii) permanent,
 - (e) detail arrangements for meeting any ongoing liabilities or environmental obligations –
 - (i) name of person or company to whom matters are to be referred;
 - (ii) name of primary contact person for the company;
 - (iii) telephone, mobile phone and email contact details; and
 - (iv) postal and street address;
 - (f) be lodged by the licensee as soon as cessation of operations has been determined by the licensee and not more than seven days after the operations have ceased in any event;
 - (g) include a plan showing the contours of the excavation carried out to the date of that application;
 - (h) detail the works, excavation and rehabilitation stages reached and of any changes or proposed changes with respect to any of the things referred to in clauses 3.2(2)(b) and (c);
 - (i) any other things referred to in clauses 3.2 and 4.2.
 - (j) include any information that the local government may reasonably require; and
 - (k) be signed by the licensee.
- (2) Upon notice of cessation of operations, the local government shall –
- (a) acknowledge the notice of cessation of operations; and
 - (b) confirm the acceptability or otherwise of the arrangements for the cessation of operations.

6.2 Cessation of operations – permanent

- (1) Where a licensee has given written notice to the local government of the intention to permanently cease carrying on an extractive industry on the site to which the licence applies, the licence is deemed to have expired on the date such cessation is so notified.
- (2) The permanent cessation of the carrying on of an extractive industry on a site or the deemed expiration or cancellation of a licence does not entitle the licensee to any refund of any licence fee.

6.3 Cessation of operation – temporary

- (1) Where a licensee has given written notice of temporary cessation of operations, then on or before the annual licence date each year, the licensee shall –
 - (a) confirm to the local government the matters in subclauses 6.1(1)(d) and (e); and
 - (b) provide a copy of the current public liability certificate required under clause 7.1.
- (2) For the duration of the cessation –
 - (a) contributions or payments agreed under subclauses 4.3(q) or (r) are suspended until such time as operations are resumed, but all other conditions and obligations remain in place; and
 - (b) the annual licence fee under clause 7.3 is suspended.
- (3) The licence granted under clause 4.2 shall remain valid for the term of the licence and shall not be extended by the duration of cessation of operations.
- (4) The temporary cessation of the carrying on of an extractive industry on a site or the deemed expiration or cancellation of a licence does not entitle the licensee to any refund of any licence fee.

6.4 Works to be carried out on cessation of operations

Where the carrying on of an extractive industry on the site permanently ceases or on the expiration or cancellation of the licence applicable to the site, whichever first occurs, the licensee shall, as well as complying with the provisions of clause 6.1 –

- (a) restore and reinstate the excavated site in accordance with the proposals approved by the local government or in such other manner as the local government may subsequently agree in writing with the licensee;
- (b) ensure that any face permitted to remain upon the excavation site is left safe with all loose materials removed and where the excavation site is –
 - (i) sand, the sides are sloped to a batter of not more than 1:3 (vertical : horizontal); and
 - (ii) limestone or material other than sand, the sides are sloped to a batter which, in the opinion of the local government, would enable the site to be left in a stable condition;
- (c) ensure that the agreed floor level of the excavation is graded to an even surface or is otherwise in

- accordance with the rehabilitation and decommissioning program approved by the local government;
- (d) ensure that all stockpiles or dumps of stone, sand or other materials are left so that no portion of that material can escape onto land not owned or occupied by the licensee nor into any stream, watercourse or drain that is not wholly situated within the land owned or occupied by the licensee;
- (e) erect retaining walls where necessary to prevent subsidence of land in the vicinity of any excavation;
- (f) remove from the site all buildings, plant and equipment erected, installed or used for or in relation to the carrying on of an extractive industry on the site and fill all holes remaining after such removal to the level of the surrounding ground and compact such filled holes sufficiently to prevent settling; and
- (g) break up, scarify, cover with topsoil and plant with grass, trees and shrubs all parts of the site where buildings, plant and equipment were erected or installed and all areas which were used for stockpiling unless otherwise specified under this local law.

PART 7 - MISCELLANEOUS

7.1 Public liability

- (1) A licensee shall have at all times a current public liability insurance policy naming the local government and indemnifying the licensee and the local government for a sum of not less than \$20,000,000 in respect of any one claim relating to any of the excavation operations.
- (2) The licensee shall provide to the local government a copy of the policy taken out under subclause (1), within 14 days after the issue of that policy and shall provide to the local government evidence of policy renewal within 14 days of each policy renewal date.

7.2 *Mines Safety and Inspection Act 1994 and Environmental Protection Act 1986*

- (1) In any case where the *Mines Safety and Inspection Act 1994* or the *Environmental Protection Act 1986* applies to any excavation carried on or proposed to be carried on at a site, the licensee in respect of that site shall –
 - (a) comply with all applicable provisions of that Act or those Acts; and
 - (b) provide to the local government within 14 days full particulars of any inspection or report made under that Act or those Acts.
- (2) In this clause, the *Mines Safety and Inspection Act 1994* and the *Environmental Protection Act 1986* include all subsidiary legislation made under those Acts.

7.3 Annual licence fee

On or before 30 June in each year, a licensee must pay to the local government the set fee for the annual licence.

7.4 Use of secured sum by the local government

- (1) If a licensee fails to pay any fees and charges or carry out or complete the restoration and reinstatement works required by the licence conditions either –
 - (a) within the time specified in those conditions; or
 - (b) where no such time has been specified, within 60 days of the completion of the excavation or portion of the excavation specified in the licence conditions, then; subject to the local government giving the licensee 14 days' notice of its intention to do so—
 - (i) the local government may carry out or cause to be carried out the required work or so much of that work as remains undone; and
 - (ii) the licensee shall pay to the local government on demand all costs incurred by the local government or which the local government may be required to pay under this clause.
- (2) The local government may apply the proceeds of any bond, bank guarantee or other security provided by the licensee under clause 3.7 towards its costs under this clause.
- (3) The liability of a licensee to pay the local government's costs or any outstanding fees and charges under this clause is not limited to the amount, if any, secured under clause 3.7.
- (4) For avoidance of doubt, the local government's powers under this clause are in addition to its other enforcement powers under this local law.

PART 8 - NOTICES

8.1 Notice to remedy non-compliance

Where anything is required to be done or not permitted to be done by this local law, an authorised person may give the licensee a notice in writing requiring the licensee to comply with the requirements of this local law.

8.2 Notice requirements

A notice given must –

- (a) be in writing;
- (b) specify the reason for giving the notice, the work or action that is required to be undertaken; and
- (c) the time within which the work or action is to be undertaken.

8.3 Local government may undertake requirements of notice

If a person fails to comply with a notice referred to in clause 8.1, the local government may –

- (a) do the thing specified in the notice;
- (a) take whatever remedial action it considers appropriate and which would have been if the breach or failure had not occurred; and
- (b) recover all costs from the licensee, as a debt.

8.4 Offence to fail to comply with notice

A person who fails to comply with a notice given under this local law commits an offence.

PART 9 - OBJECTIONS AND REVIEW

9.1 Objection and review rights

The provisions of Division 1 of Part 9 of the Act and regulation 33 of the *Local Government (Functions and General) Regulations 1996* shall apply when the local government makes a decision as to whether it will –

- (a) grant a person a licence under this local law; or
- (b) renew, vary, or cancel a licence that a person has under this local law.

PART 10 - OFFENCES AND PENALTIES

10.1 Offences

A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.

10.2 General penalty

A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000 and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of the day during which the offence has continued.

10.3 Modified penalties

- (1) An offence against a clause specified in the Schedule is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in the Schedule.

10.4 Forms

For the purposes of this local law –

- (a) the form of the infringement notice given under section 9.16 of the Act is that of Form 2 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*; and
- (b) the form of the notice sent under section 9.20 of the Act withdrawing an infringement notice is that of Form 3 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

Schedule – Prescribed offences

[clause.10.3]

Item	Clause	Nature of offence	Modified penalty \$
1	2.1(a)	Excavate without a licence	500
2	2.1(b)	Carry on an extractive industry not in accordance with conditions of licence	500
3	4.5(1)	Failure to comply with notice regarding transport of materials.	500
4	5.1(a)	Failure to securely fence or keep gateways locked	500
5	5.1(b)	Failure to comply with boundary signage requirements	500
6	5.1(c)	Failure to provide adequate drainage	500
7	5.1(d)	Failure to restore and reinstate site in accordance with approved plan	500
8	5.1(e)	Failure to control dust, noise, vibration and other nuisances	500
9	5.1(f)	Failure to comply with conditions of licence	500
10	5.2(a)	Excavate within 500 metres of a residence without approval	500
11	5.2(b)	Excavate within 50 metres of a bore, watercourse, wetland swamp or other water reserve without approval	500
12	5.2(c)	Excavate within 50 metres of a thoroughfare without approval	500
13	5.2(d)	Excavate within 20 metres of the boundary of any land on which the excavation is situated without approval	500
14	5.2(e)	Excavate within 20 metres of land affected by a registered grant of easement without approval	500
15	5.2(f)	Excavate within 2 metres of estimated maximum groundwater level without approval	500
16	5.3(a)	Removal of trees or shrubs within 40 metres of any boundary with a thoroughfare reserve without approval	500
17	5.3(b)	Store or permit to be stored explosives or explosive devices without approval	500
18	5.3(c)	Fill or excavate other than in accordance with the conditions of licence	500
19	5.4(1)(a)	Carry out or permit to be carried out blasting without approval	500
20	5.4(1)(b)	Carry out or permit to be carried out blasting outside the hours approval be the local authority	500
21	5.4(1)(d)	Failure to comply with conditions relating to blasting imposed by the local government	500
22	5.4(2)	Carry out or permit to be carried out blasting on a Saturday, Sunday or public holiday without approval	500
23	6.1(1)	Failure to provide notice of cessation of operations	500
24	6.3(1)	Failure to provide annual confirmation of details during period of temporary cessation of operations	500
25	6.4	Failure to undertake restoration and reinstatement as required on cessation of operations	500

26	8.4	Failure to comply with requirements of notice	500
27	10.1	Other offences not specified	500

Dated _____

The Common Seal of the Shire of Morawa was affixed by authority of a resolution of Council in the presence of –

K.J. CHAPPEL, President

C. LINNELL, Chief Executive Officer

LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

FENCING LOCAL LAW 2018

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LOCAL GOVERNMENT ACT 1995

SHIRE OF MORAWA

FENCING LOCAL LAW 2018

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Morawa resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the *Shire of Morawa Fencing Local Law 2018*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

The *Shire of Morawa Local Laws Relating to Fencing 2008* published in the *Government Gazette* on 16 July 2008 are repealed.

1.5 Definitions

In this local law unless the context otherwise requires –

applicant means a person who makes an application for approval under this local law;

approval means a favourable decision in respect of an application which is in writing, may be subject to conditions and which allows a proposal to proceed;

AS or AS/NZS means an Australian or Australian/New Zealand Standard published by Standards Australia, and available for viewing free of charge at the Shire of Morawa Administration Centre;

authorised person means a person appointed by the local government to perform any of the functions under this local law;

boundary fence means a fence constructed on the boundary of a lot which abuts a thoroughfare, and results in the application of section 16(1) of the *Dividing Fences Act 1961*;

Building Code has the meaning given in section 3 of the *Building Regulations 2012*;

commercial lot means a lot zoned as commercial under the local planning scheme;

CEO means the Chief Executive Officer of the local government;

dangerous in relation to any fence means –

- (a) an electrified fence which does not comply with clause 5.2 of this local law;
- (b) a fence containing barbed wire other than a fence constructed and maintained in accordance with this local law;
- (c) a fence containing exposed broken glass, asbestos fibre, razor wire, metal spikes or any other potentially harmful projection or material; or
- (d) a fence which is likely to collapse or fall, or part of which is likely to collapse or fall, from any cause;

district means the district of the local government;

dividing fence has the meaning given in section 5 of the *Dividing Fences Act 1961*;

electrified fence means a fence carrying or designed to carry an electric charge;

estate boundary fence means the fence constructed around the external boundary of a subdivision of land to indicate the extent of that subdivision and includes any special works or construction that identifies the entrance to that land;

estate entry statement means a fence, or wall constructed of masonry or other materials to identify the entrance of an estate and may include but not be limited to a sign indicating the estate name and

locality, sculptures, flagpoles and flags;

fence means any structure used or functioning as a barrier, irrespective of where it is located and includes any affixed gate or screening;

front boundary means the boundary line between a lot and the thoroughfare upon which that lot abuts, or in the case of a lot abutting on more than one thoroughfare the boundary line between the lot and the primary thoroughfare;

front setback area means the area between the building line of a lot and the front boundary of that lot;

height in relation to a fence means the vertical distance between the top of the fence at any point and –

- (a) the ground level; or
- (b) where the ground levels on each side of the fence are not the same, the higher ground level, immediately below that point; or
- (c) where the fence is constructed on a retaining wall approved by the local government, from the top of the retaining wall;

industrial lot means a lot zoned as industrial under the local planning scheme;

local government means the Shire of Morawa;

local planning scheme means a local planning scheme and includes any structure plan adopted or approved by the local government made under the *Planning and Development Act 2005*;

lot has the meaning given to it in and for the purposes of the *Planning and Development Act 2005*;

notice of breach means a notice referred to in clause 8.1;

occupier has the meaning given to it in section 1.4 of the *Local Government Act 1995*;

owner has the meaning given to it in section 5 of the *Dividing Fences Act 1961*;

repair has the meaning given to it under section 5 of the *Dividing Fences Act 1961*;

residential lot means a lot zoned as residential under the local planning scheme;

retaining wall means any structure prevents the movement of soil in order to allow ground levels of different elevations to exist adjacent to one another;

rural lot means a lot zoned as rural under the local planning scheme;

rural residential lot means a lot zoned as rural residential under the local planning scheme;

Schedule means a Schedule to this local law;

screening means any perforated panels or trellises composed of solid or obscured translucent panels;

set fee means a fee determined by the local government in accordance with sections 6.16 to 6.19 of the *Local Government Act 1995*;

special use lot means a lot zoned as special use under the local planning scheme;

street setback area has the meaning given to it for the purposes of the *Residential Design Codes of Western Australia*;

sufficient fence means a fence described in clause 2.2 or 2.3 and includes a fence of the description and quality agreed upon by the owners of adjoining lots which does not fail to satisfy clause 2.2 or 2.3;

thoroughfare has the meaning given to it in section 1.4 of the *Local Government Act 1995*; and

townsite lot means a lot zoned as townsite under the local planning scheme.

1.6 Requirements of local planning scheme

In the event of any inconsistency between the provisions of a local planning scheme and the provisions of this local law, the provisions of the local planning scheme are to prevail.

1.7 Requirements of *Building Act 2011*

Nothing in this local law affects a provision in any written law in respect of a building permit for a fence.

PART 2 - SUFFICIENT FENCES

2.1 Sufficient fences – requirement

A person shall not construct a dividing fence or a boundary fence that is not a sufficient fence.

2.2 Sufficient fences – generally

Subject to clause 2.3 a sufficient fence –

- (a) on a residential lot or townsite lot is a dividing fence or a boundary fence constructed in accordance with Schedule 1;

- (b) on a commercial lot, industrial lot or special use lot is a dividing fence or a boundary fence constructed in accordance with Schedule 2; and
- (c) on a rural lot or rural residential lot is a dividing fence or a boundary fence constructed in accordance with Schedule 3.

2.3 Sufficient fences – between lots having different requirements

Where a fence is constructed on or near the boundary between –

- (a) a residential lot or townsite lot and a lot zoned for any other purpose, a sufficient fence is a fence constructed in accordance with Schedule 1; and
- (b) a commercial lot or industrial lot and a rural lot or rural residential lot, a sufficient fence is a fence constructed in accordance with Schedule 3.

2.4 General discretion of the local government

- (1) Notwithstanding the provisions of clause 2.1, an authorised person may give written consent for the construction or repair of a fence which is not a sufficient fence where all of the owners of the lots adjoin the fence make an application for approval for that purpose.
- (2) In determining whether to grant its approval under subclause (1), the local government may consider whether the construction or repair of the fence would have an adverse effect on –
 - (a) the safe or convenient use of any land;
 - (b) the safety or convenience of any person;
 - (c) the visual amenity of the locality; and
 - (d) any other matter considered relevant.

2.5 Transitional provision

A dividing fence or fence lawfully constructed prior to this local law coming into operation constitutes a sufficient fence.

PART 3 - FENCING GENERALLY

3.1 Fences within front and secondary setback areas

- (1) A person shall not, without the written consent of an authorised person, construct a free-standing fence greater than 1200mm in height, within the front setback area of a residential lot or townsite lot.
- (2) An authorised person may approve the construction of a fence of a height greater than 1200mm in the front setback area of a residential lot or townsite lot, if provision is made for lines of vision for a motorist using the driveway to access a thoroughfare where the fence on each side of the driveway into the lot across the front boundary is angled –
 - (a) into the lot for a distance of not less than 1500mm along the frontage, and
 - (b) to a distance of not less than 1500mm from the frontage.
- (3) The provision of subclause (2) shall not apply to a fence of open construction that does not obscure the lines of vision of a motorist using the driveway for access to a thoroughfare.
- (4) The provision of subclause (2) shall apply to a secondary setback area where a driveway in the secondary setback area is used as the primary driveway access.

3.2 Alteration of ground levels

- (1) A person shall not alter the natural ground level of land on or within 1000mm of the boundary of a lot, whether by removing soil or bringing onto the land any fill of any kind, by more than 500mm without the approval of an authorised person.
- (2) A fence constructed of corrugated fibre-reinforced pressed cement shall not have more than 150mm difference in the ground levels on each side of the fence.
- (3) Where land has been filled or retained to a height of more than 500mm above natural ground level at or within 1000mm of a boundary of a lot, a person shall only construct a dividing fence that is a sufficient fence on the said filled land or retaining wall if the person produces to an authorised person the written agreement of the owners of the adjoining lot.

3.3 Obstruction of watercourse

No person shall construct a fence of impervious material in any place, position or location where it will, or is likely to, act as a barrier to or restrict the flow of a natural watercourse.

3.4 Gates or doors in fences

A person shall not construct a gate or door in a fence which encroaches into or over any other property.

3.5 Retaining walls

A person must not commence to construct a retaining wall which is on the boundary line unless –

- (a) an application has been lodged with the local government including –
 - (i) two copies of a plan and specifications of the proposed retaining wall; and
 - (ii) in the case of a retaining wall exceeding 500mm in height and when required by an authorised person, engineering calculations in respect of the proposed retaining wall; and
- (b) an authorised person has approved the application.

3.6 Estate fencing

- (1) A person shall not construct an estate entry statement or estate boundary fence without the approval of an authorised person.
- (2) Where an estate entry statement or estate boundary fence is constructed and contains an estate name, the entry statement or estate boundary fence shall also depict the locality name in at least equal prominence.
- (3) An owner or occupier of a lot adjacent to an estate boundary fence shall, where that fence is damaged, dilapidated or in need of repair, cause it to be repaired or replaced with the same or similar materials with which it was first constructed, so as far as practicable the repaired or replaced section shall be the same as the original fence.

3.7 Maintenance of fences

An owner or occupier of a lot on which a fence is constructed shall maintain the fence in good condition and suitably enclosed so as to prevent it from becoming damaged, dangerous, dilapidated, unfit for purpose or unsightly.

3.8 Fences across rights-of-way, public access ways or thoroughfares

A person must not construct or maintain a fence or obstruction of a temporary or permanent nature across any right-of-way, public access way or thoroughfare so as to impede or prevent use of those facilities in the manner for which they are intended and constructed without the approval of an authorised person.

PART 4 - FENCING MATERIALS, SCREENING AND MAINTENANCE

4.1 Prohibited materials

A person must not construct a fence which is comprised, in whole or in part of spikes, broken glass, jagged materials, barbed wire, razor wire, asbestos or any other dangerous material except to the extent provided for in Part 5.

4.2 Pre-used fencing materials

- (1) A person shall not construct a boundary fence, dividing fence or estate fence from pre-used materials without the approval of an authorised person.
- (2) Where an authorised person approves the use of pre-used materials, the materials shall be structurally fit for the purpose, and comply with any conditions imposed by an authorised person.
- (3) Conditions for use of pre-used fencing materials may include but are not limited to –
 - (a) painting;
 - (b) treated;
 - (c) specific use or placement; and
 - (d) upgrading.

4.3 Approved materials

Subject to clause 4.2, a person shall only construct a dividing fence or boundary fence from materials specified in the Schedules of this local law, unless otherwise approved or required by an authorised person.

4.4 Screening

- (1) Screening may be fixed to a sufficient fence that is compliant with Schedule 1 which is consistent with the colours, materials and specification of that sufficient fence.
- (2) Screening is not to be affixed to a fence so that the maximum height exceeds 2.1m.
- (3) Screening affixed to a fence shall be installed and maintained in accordance with the manufacturer's specifications and not compromise the structural integrity of a fence.

PART 5 - RESTRICTED FENCING

5.1 Barbed wire fencing

- (1) An owner or occupier of a residential lot shall not affix or allow to remain any barbed wire on any fence bounding that lot.
- (2) An owner or occupier of a townsite lot, rural lot or rural residential lot shall not place or affix barbed wire upon a fence on that lot where the fence is adjacent to a thoroughfare or other public place unless the barbed wire is fixed to the top or the side of the fence posts furthest from the thoroughfare or other public place.
- (3) An owner or occupier of a commercial lot, industrial lot or special use lot shall not construct or affix to any fence bounding that lot any barbed wire unless –
 - (a) the wire or material are attached on posts vertically or at an angle of 45 degrees; and
 - (b) the bottom row of wire or other materials is not less than 2000mm above the ground level.
- (4) If the posts which carry the barbed wire or other materials referred to in subclause (3) are angled towards the outside of the lot bounded by the fence, the face of the fence must be set back from the lot boundary a sufficient distance to ensure that the angled posts, barbed wire or other materials do not encroach onto or over adjoining land.

5.2 Electrified fencing

- (1) An owner or occupier of a lot shall not construct or use an electrified fence on that lot without first obtaining approval of an authorised person.
- (2) Notwithstanding subclause (1), approval is not required for an electrified fence if –
 - (a) constructed on a rural lot or rural residential lot;
 - (b) for the purpose of animal control;
 - (c) installed in accordance with the manufacturer's specifications; and
 - (d) which is not the dividing fence with a residential lot, townsite lot or special use lot.
- (3) An electrified fence for the purpose of security must not be present on a lot unless it complies with *AS/NZS 3016:2002 Electrical Installations – Electric Security Fences*, as amended from time to time, and which is available for viewing free of charge at the Shire of Morawa Administration Centre.
- (4) Approval to have and use an electrified fence for the purpose of security shall not be issued –
 - (a) in respect of a lot which is or which abuts a residential lot or townsite lot; and
 - (b) unless provision is made so as to enable the fence to be rendered inoperable during the hours of business operations, if any, on the lot where it is constructed.

5.3 Razor wire fencing

- (1) An owner or occupier of a lot shall not construct a fence wholly or partly of razor wire on that lot without first obtaining approval under subclause (2).
- (2) Approval to have a fence constructed wholly or partly of razor wire shall not be issued –
 - (a) in respect of a lot which is or which abuts a residential lot or townsite lot;
 - (b) if the fence is within 3m of the boundary of the lot; or
 - (c) where any razor wire used in the construction of the fence is less than 2000mm or more than 2400mm above the ground level.

PART 6 - APPROVALS

6.1 Application for approval

- (1) An owner of a lot may apply to the local government for approval of any discretionary matter contained within this local law.
- (2) An application for approval under this local law shall –
 - (a) provide all necessary documentation and information required for a decision;
 - (b) provide two copies of a plan and specifications of the proposed;
 - (c) engineering certification of structural or electrical engineering specifications, if required;
 - (d) be signed by the owner of the lot;
 - (e) be forwarded to the CEO together with any set fee; and
 - (f) be in the form determined by the local government from time to time.
- (3) An authorised person may require an applicant to provide additional information reasonably related to an application before determining an application for approval.
- (4) An authorised person may refuse to consider an application for approval which is not in accordance with subclauses (2) and (3).

6.2 Decision on application for approval

- (1) An application submitted to the local government under this local law may be –
 - (a) approved by an authorised person;
 - (b) approved by an authorised person subject to conditions as the authorised person sees fit; or
 - (c) rejected by an authorised person.
- (2) In determining whether to grant its consent to the construction or installation, an authorised person may consider, in addition to any other matter that it is authorised to consider, whether the construction or retention of the fence would have an adverse impact on –
 - (a) the safe or convenient use of any land;
 - (b) the safety or convenience of any person; or
 - (c) the visual amenity of the streetscape or neighbouring properties.
- (3) An authorised person may by written notice amend a condition imposed under subclause (1)(b) at any time.
- (4) An amendment under subclause (3) is effective from the date specified in the notice.
- (5) If an authorised person approves an application for approval, it is to give written notice of the approval and any conditions applied, to the applicant.
- (6) If an authorised person refuses to approve an application for approval, it is to give written notice of that refusal and the reasons for the decision to the applicant.

6.3 Compliance with approval

Where an application for approval has been approved under clause 6.2, the applicant and the owner or occupier of the lot to which the approval relates, shall comply with the terms and any conditions of that approval.

6.4 Cancellation of an approval

An authorised person may cancel an approval if –

- (a) the owner or occupier requests an authorised person to do so;
- (b) the fence to which the approval applies has been demolished and is not rebuilt for a period of 6 months;
- (c) the circumstances have changed in such a way that an approval for the fence could no longer be granted under the local law;
- (d) the owner or occupier fails to comply with a condition of the permit or breaches a provision of this local law in respect of the fence; or
- (e) the owner or occupier fails to comply with a notice of breach issued under clause 8.1.

6.5 Duration of approval

- (1) Unless otherwise stated in the form of approval, an approval granted under this local law transfers with the lot to which it relates and is deemed to transfer to each successive owner or occupier of the lot to which the approval applies.

- (2) Where an approval is transferred under subclause (1), the successive owner or occupier may apply to an authorised person for written confirmation of this transfer.
- (3) For the avoidance of doubt, approval granted under this local law may be relied upon by any subsequent owner or occupier of the lot, and may be enforced against them by the local government.

PART 7 - OBJECTIONS AND REVIEW

7.1 Objections and review

Where an authorised person exercises a discretion pursuant to this local law, an affected person has a right of objection and appeal under Division 1 of Part 9 of the *Local Government Act 1995*.

PART 8 - ENFORCEMENT

8.1 Notices of breach

- (1) Where a breach of any provision of this local law has occurred in relation to a fence on a lot, an authorised person may give a notice of breach in writing to the owner or occupier of that lot.
- (2) A notice of breach shall –
 - (a) specify the provision of this local law which has been breached;
 - (b) specify the particulars of the breach; and
 - (c) state that the owner or occupier is required to remedy the breach within the time specified in the notice.
- (3) An owner or occupier given a notice of breach shall comply with the terms of the notice and remedy the breach within the time specified in the notice.
- (4) Should an owner or occupier fail to comply with a notice, an authorised person may enter upon the lot to which the notice relates and remedy the breach, and may recover the expenses of doing so from the owner or occupier of the lot, as the case may be, in a court of competent jurisdiction.
- (5) The provisions of this clause are subject to section 3.25 and item 12 of Division 1 of Schedule 3.1 of the *Local Government Act 1995* and any power of entry exercised by the local government under this local law is subject to Part 3, Division 3 of the *Local Government Act 1995*.

8.2 Offences and penalties

- (1) A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, upon conviction to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

8.3 Modified penalties

The amount appearing in the final column of Schedule 4 directly opposite a prescribed offence in that Schedule is the modified penalty for that prescribed offence.

8.4 Form of notices

For the purposes of this local law –

- (1) the form of the infringement notice referred to in section 9.17 of the *Local Government Act 1995* is to be in the form of Form 2 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*; and
- (2) the form of the withdrawal of infringement notice referred to in section 9.20 of the *Local Government Act 1995* is to be in the form of Form 3 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

Each of the following is a sufficient fence on residential and townsite lots –

- (a) except with respect to the front setback area for which there is no minimum height but which is subject to clause 3.1; and
- (b) where constructed to an average height of 1800mm.

1. Timber fence

- (1) Any type of professionally manufactured timber fence, constructed in accordance with the manufacturer's specifications.
- (2) A dense brushwood constructed in accordance with the manufacturer's specifications.
- (3) A timber fence constructed as follows –
 - (a) corner posts to be 125mm x 125mm x 2 400mm and intermediate posts to be 125mm x 75mm x 2400mm spaced at 2400mm centres;
 - (b) corner posts to be strutted two ways with 100mm x 50mm x 450mm sole plates and 75mm x 50mm struts;
 - (c) intermediate posts to be doubled yankee strutted with 150mm x 25mm x 450mm struts;
 - (d) all posts to have tops with a 60mm weather cut and to be sunk at least 600mm into the ground;
 - (e) rails to be 75mm x 50mm with each rail spanning 2 bays of fencing double railed or bolted to each post with joints staggered; and
 - (f) the fence to be covered with 75mm x 20mm sawn pickets, 1800mm in height placed 75mm apart and affixed securely to each rail.

2. Corrugated fence

- (1) Any fence constructed of corrugated fibre reinforced pressed cement sheet fence or steel sheeting fence in accordance with the manufacturer's specifications.
- (2) A fence constructed of corrugated fibre reinforced pressed cement or steel sheeting constructed to manufacturer's specifications or which satisfies the following specifications –
 - (a) a minimum in-ground length of 25 per cent of the total length of the sheet, but in any case shall have a minimum in-ground depth of 600mm;
 - (b) the total height and depth of the fence to consist of a single continuous fibre reinforced cement or steel sheet; and
 - (c) the sheets to be lapped and capped with extruded snap-fit type capping in accordance with the manufacturer's specifications.

3. Brick, stone or concrete fence

Any type of brick stone or concrete fence that –

- (a) is constructed in accordance with the Building Code, finished plumb, true and level and appropriately jointed, cleaned and of good general appearance.
- (a) has footings having a minimum of 225mm x 150mm concrete 15MPa or 300mm x 175mm brick laid in cement mortar;
- (b) fences to be offset a minimum of 200mm at maximum 3000mm centres or 225mm x 100mm engaged piers to be provided at maximum 3000mm centres; and
- (c) expansion joints in accordance with the manufacturer's specifications.

4. Composite fence

- (1) A composite fence which satisfies the following specifications for the brick construction –
 - (a) brick piers shall have a minimum of 345mm x 345mm at 1800mm centres bonded to a minimum height base wall of 514mm;
 - (b) each brick pier shall be reinforced with one R10 galvanised starting rod 1 500mm high with a 250mm horizontal leg bedded into a 500mm x 200mm concrete footing and set 65mm above the base of the footing. The top of the footing shall be 1 course (85mm) below ground level;
 - (c) the minimum ultimate strength of brickwork shall be 20MPa. Mortar shall be a mix of 1 part cement, 1 part lime and 6 parts sand;
 - (d) the ground under the footings is to be compacted to 6 blows per 300mm and checked with a standard falling weight penetrometer; and
 - (e) control joints in brickwork shall be provided with double piers at a maximum of 6 metre centres;
- (2) Notwithstanding paragraphs (1)(a) and (b), a composite fence may be constructed so that –

- (a) brick piers of a minimum 345mm x 345mm x 2700mm centres bonded to the base wall;
- (b) each pier shall be reinforced with two R10 galvanised starting rods as previously specified, and
- (c) all other requirements are as previously specified.

Schedule 2 - Sufficient fence – Commercial, industrial and special use lots

[Clause 2.2(b)]

Each of the following is a sufficient fence on commercial and industrial lots –

- (1) A fence constructed of galvanized or PVC coated –
 - (a) rail-less link;
 - (b) chain; or
 - (c) steel mesh.
- (2) A fence constructed in accordance with clause (1) shall be constructed in accordance with the following specifications –
 - (a) to a height of 2000mm;
 - (b) corner posts to be a minimum of 50mm nominal bore x 3.5mm and with footings of a 225mm diameter x 900mm;
 - (c) intermediate posts to be minimum 37mm nominal bore x 3.15mm at maximum 4 metre centres and with footings of a 225mm diameter x 600mm;
 - (d) struts to be minimum 30mm nominal bore x 3.15mm fitted at each gate and two at each corner post and with footings 225mm x 600mm;
 - (e) cables to be affixed to the top, centre and bottom of all posts and to consist of two or more 3.15mm wires twisted together or single 4mm wire;
 - (f) galvanised link mesh wire to be 2000mm in height and constructed of 50mm mesh 2.5mm galvanised iron wire and to be strained, neatly secured and laced to the posts and affixed to cables;
 - (g) vehicle entry gates shall provide an opening of not less than 3.6 metres and shall be constructed of 25mm tubular framework with one horizontal and one vertical stay constructed of 20mm piping and shall be covered with 50mm x 2.5mm galvanised link mesh strained to framework; and
 - (h) gates shall be fixed with a drop bolt and locking attachment.
- (3) A fence constructed in accordance with paragraph (2) may have up to 3 strands of plain or barbed wire, none being less than 1800mm above ground level, not more than 2400mm above ground level
- (4) Fences constructed in accordance with Schedule 1.

Schedule 3 – Sufficient fence – Rural and rural residential lots

[Clause 2.2(c)]

Each of the following is a sufficient fence on rural and rural residential lots –

- (1) In the case of a non-electrified fence, a fence of posts and wire construction, the minimum specifications for which are –
 - (a) wire shall be –
 - (i) high tensile wire and not less than 2.5mm; and
 - (ii) a minimum of seven wires shall be used, generally with the lower wires spaced closer together than the higher wires so as to prevent smaller stock passing through, and connected to posts in all cases;
 - (b) posts shall be of indigenous timber or other suitable material including –
 - (i) timber impregnated with a termite and fungicidal preservative, and not less than 1650mm long x 50mm diameter at small end if round or 125mm x 60mm if split or sawn;
 - (ii) standard iron star pickets; or
 - (iii) concrete;

- (c) posts to be set minimum 400mm in the ground and 1200mm above the ground; and
 - (d) strainer posts shall be –
 - (i) not less than 2250mm long and 50mm diameter at the small end (tubular steel to be 50mm in diameter);
 - (ii) cut from indigenous timber or other suitable material; and
 - (iii) placed a minimum of 1000mm in the ground.
- (2) An electrified fence having five wires only is a sufficient fence if constructed generally in accordance with clause (1).

Schedule 4 – Prescribed offences
[Clause 8.3]

Item	Clause	Nature of offence	Modified penalty \$
1	2.1	Construction of a dividing fence or boundary fence on a lot that is not a sufficient fence without approval	200
2	3.1	Construction of a non-compliant fence within setback area without approval	200
3	3.2(1)	Alteration of ground levels without approval	500
4	3.3	Obstruction of a watercourse	200
5	3.4	Construction of a gate or fence encroaching over other property	200
6	3.5	Construction of retaining wall without approval	500
7	3.6(1)	Construction of estate fencing without approval	500
8	3.7(1)	Failure to maintain fence in good condition	200
9	3.8	Construction of a fence across right-of-way etc. without approval	500
10	4.1	Use of prohibited materials in a fence	500
11	4.2(1)	Use of pre-used fencing materials without approval	200
12	4.4	Construction of screen exceeding 2.1m in height	200
13	5.1(1)	Using or allowing to remain barbed wire on a residential lot	200
14	5.1(2)	Non-compliant use of barbed wire on a townsite, rural or rural residential lot	200
15	5.1(3)	Non-compliant use of barbed wire on a commercial, industrial or special use lots	500
16	5.2	Construction of an electric fence without approval	500
17	5.3	Construction of a razor wire fence without approval	500
18	6.3	Failure to comply with conditions of approval for fence	500
19	8.1(3)	Failure to comply with notice of breach in relation to Part 5 – Restricted Fencing	500
20	8.1(3)	Failure to comply with notice of breach in relation to all matters other than Part 5 – Restricted Fencing	200
21	8.2(1)	Other offences not specified	200

The Common Seal of the Shire of Morawa was affixed by authority of a resolution of Council in the presence of –

K.J. CHAPPEL, President

C. LINNELL, Chief Executive Officer

DRAFT

Item No/ Subject:	7.2.3.4 Delegations Register
Date of Meeting:	15 February 2018
Date & Author:	29 January 2018 – Samantha Appleton
Responsible Officer:	Samantha Appleton- Executive Manager Development and Administration
Applicant/Proponent:	Samantha Appleton- Executive Manager Development and Administration
File Number:	GV.CLR.5
Previous minute/s & Reference:	December 2016 Ordinary Council Meeting Resolution 1 16120019

SUMMARY

The purpose of this report is for Council to adopt the reviewed and amended Shire of Morawa Delegation Register – Attachment 1.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.3.4a Delegations Register

BACKGROUND INFORMATION

Section 5.46 of the Local Government Act 1995 require an annual review of the delegation register each financial year. This was last done on 19 December 2016 and will need to be completed prior to 30 June 2018.

OFFICER'S COMMENT

The Shire Delegations Register contains delegations made to the CEO to improve operational efficiencies and organisational effectiveness. Through the delegations to the CEO, the CEO is able to exercise the delegated authority in accordance with the Instrument of the Delegation Register and Council Policies. It also enables the CEO to delegate responsibilities to staff.

The Delegation Register is a comprehensive document that also includes delegations made under legislation other than the Local Government Act 1995.

Since the last delegations register was completed there have been two new delegations required, that have been adopted by Council. These are:

- Delegation 7.1.1 - Delegation to the Morawa Sinosteel Future Fund Committee, adopted at ordinary meeting of Council 21 December 2017.
- Delegation 7.2.13 - Health (Asbestos) Regulations 1992, adopted at the ordinary meeting of Council 19 October 2017.

There have also been changes to the format of the delegations and some of the wording of the delegations, as well as officers to whom delegations are made.

The previous delegations for building and demolition permits have been amalgamated and additional functions allowed under the Building Act 2011 have been added.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

LOCAL GOVERNMENT ACT 1995

5.42 . Delegation of some powers and duties to CEO

(1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —

- (a) this Act other than those referred to in section 5.43; or
- (b) the *Planning and Development Act 2005* section 214(2), (3) or (5).

** Absolute majority required.*

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

[Section 5.42 amended by No. 1 of 1998 s. 13; No. 28 of 2010 s. 70.]

5.44 . CEO may delegate powers and duties to other employees

(1) A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under this Act other than this power of delegation.

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

(3) This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the CEO under section 5.42, but in the case of such a power or duty —

- (a) the CEO's power under this section to delegate the exercise of that power or the discharge of that duty; and
- (b) the exercise of that power or the discharge of that duty by the CEO's delegate, are subject to any conditions imposed by the local government on its delegation to the CEO.

(4) Subsection (3)(b) does not limit the CEO's power to impose conditions or further conditions on a delegation under this section.

- (5) In subsections (3) and (4) —
conditions includes qualifications, limitations or exceptions.

[Section 5.44 amended by No. 1 of 1998 s. 14(1).]

5.46 . Register of, and records relevant to, delegations to CEO and employees

(1) The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.

(2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.

(3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

POLICY IMPLICATIONS

Shire of Morawa Policy Manual

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Community Plan

4.3 A local government that is respected, professional and accountable

RISK MANAGEMENT

Delegations and policies provide clear direction for staff and allows operations to be carried on efficiently.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That, with regard to the updating of the Shire of Morawa's Delegation Register, Council resolve to adopt the reviewed and updated Shire of Morawa Delegation Register as tabled.



Shire of Morawa

Delegations Register

Reviewed 15 February 2018

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1.0 INTRODUCTION

This Delegations Register has been prepared in accordance with the Local Government Act 1995 sections 5.16 to 5.18 and 5.42 to 5.46, and the Administration Regulations r19.

All delegations require approval by an absolute majority of Council.

It is a requirement that the use of all delegated authority is recorded, but it is not a requirement to report the use of delegated authority to Council.

However, given the limited number of delegations, and their importance, it is recommended that Council be advised of use of delegations, for their information. It is open to Council to make a policy direction that this is the case.

The Local Government Act 1995 Section 5.16 places limitations and conditions upon the delegations that may be made to various types of Committee. A Committee with delegated authority is not permitted to further delegate that authority.

The Local Government Act 1995 Section 5.42 places a limitation upon the delegations that may be made to the CEO. The CEO is not permitted to further delegate that authority.

The Local Government Act 1995 Section 5.44 permits the CEO to delegate the exercise of, or the carrying out of, a function delegated to the CEO.

2.0 HEAD OF POWER

Unless stated otherwise, the Local Government Act 1995 Sections 5.16 and 5.42 constitute the head of power for Council to make the delegations.

The Council is responsible for functions and activities under numerous Acts and other legislation, many of which permit Council to delegate responsibilities and authority to various officers. In order to maintain consistency with the concepts of the Local Government Act 1995, all delegations to officers are made to the CEO, who is then responsible for the implementation of the delegated function, either personally or through management of officers and staff.

It is Council's expectation, that the CEO will assign delegations relevant to a specialist or specific position, to that person.

3.0 PROCESS

It is a requirement of the Local Government Act 1995 Section 5.18 and Section 5.46(1) that all delegations be reviewed at least once in each financial year.

In order to ensure that there is clear authority, Council and the appropriate officers will formally review this Delegations Register at a convenient meeting date each year, (commencing in May 2003) and their application confirmed.

In this way, the delegations will be reviewed at a time when there is less time pressure, and after a year of operation, with the formal motion of application made for continuation into the following period.

4.0 NEW DELEGATIONS

Council may make new delegations at any time. However, unless specifically stated that the authority is to be included in the Delegations Register, it will be assumed that the authority to act is for a specific matter and is not a general or ongoing delegation.

5.0 DEFINITIONS

The Local Government Act 1995 has not defined the term “delegation” or “delegated power”, however:

- Section 5.16 refers to “... the exercise of any of its powers and duties...”
- Section 5.42 refers to “... the exercise of any of its powers or the discharge of any of its duties...”

The term “policy” is not defined anywhere in the Local Government Act. Accordingly, throughout this document, the following terms apply, insofar as they are consistent with all enabling legislation referred to within each of the specific delegations.

“Authority” means the permission or requirement for a Committee or the CEO to act in accordance with:

- The Local Government Act or other legislation or regulation;
- A delegation made by Council;
- A policy made by Council, or
- A specific decision made by Council.
-

“Delegation” means the authority for a Committee or the CEO to act on behalf of Council, where the power is either specifically or by implication, intended to be exercised by the elected members, rather than an organisational responsibility.

“Policy” as the context requires, means either:

- A procedural direction to officers to implement Council’s wishes or instructions in a particular way; or

- The authority for officers to act, where that authority is not considered to be a delegation, but more procedural in nature.

6.0 CERTIFICATIONS

The Delegations contained in parts 1 and 2, and the Direction in Part 3, of this Register were formally reviewed by Council on 15 February 2018 and a resolution confirming their continued application.

K S Chappel
President

Date

The Delegations contained in Part 2 of this Register from CEO to other officers have been formally reviewed, and their continued application is confirmed.

CPM Linnell
Chief Executive Officer

Date

7.0 DELEGATIONS

7.1 DELEGATIONS FROM COUNCIL TO COMMITTEES

7.1.1 Morawa Sinosteel Future Fund Committee

To	Morawa Sinosteel Future Fund Committee
Delegation	To act on resolutions of the Morawa Sinosteel Future Fund Committee without requiring a resolution of the Shire of Morawa Council.
Objectives	<p>The Morawa Sinosteel Future Fund will assist community organisations by providing financial support for:</p> <ul style="list-style-type: none">• Activities or endeavors that will provide community or welfare benefit to persons who are ordinarily resident in the area, or• Facilities or services that improve the welfare, culture or amenity of persons ordinarily resident in the area.
Guidelines	Sinosteel Midwest Corporation Limited/Shire of Morawa – Deed of Agreement for the Future
Conditions	As per Sinosteel Midwest Corporation Limited/Shire of Morawa – Deed of Agreement for the Future
Formal Record	Confirmed minutes of Committee meeting
Head of Power	Local Government Act Section 5.16
History	Adopted at ordinary meeting of Council 21 December 2017

7.2 DELEGATIONS FROM COUNCIL TO CHIEF EXECUTIVE OFFICER (CEO)

7.2.1 Investment of Surplus Funds

Delegation	The CEO is authorised to invest money held in any Council fund that is not required for immediate use, in an approved investment as defined by the Trustees Act Sections 17, 18 and 19, provided sufficient working funds are retained at all times.
Objectives	To maximise the interest earnings of funds not otherwise in use.
Guidelines	All else being equal, preference to be given to the placing of funds on deposit with or through branches of local banks.
Conditions	Authority to CEO is unlimited. Authority which may be delegated by the CEO to employees is subject to the following maximum individual amounts: Executive Manager Development & Administration \$100,000 Executive Manager Corporate & Community Services \$100,000
Delegation by CEO	Executive Manager Development & Administration Executive Manager Corporate & Community Services
Formal Record	Investment Register
Head of Power	Local Government Act 1995 Sections 5.42 and 5.44
Reference	Local Government Act 1995, Section 6.14 Local Government (Financial Management) Regulations 1996 r. 19C Investment of Money
History	Council Policy: "Finance – 3. Investment of Funds Adopted 25 May 1998 Revised 15 February 2018

7.2.2 Creditor Payments

Delegation	<p>The CEO is delegated authority to make payments from the Municipal Fund, Trust Fund, and Reserve Funds. Each payment from the Municipal Fund, Trust Fund, or Reserve Fund is to be noted on a list compiled for each month showing:</p> <ul style="list-style-type: none"> a) The payee's name b) The amount of the payment c) The date of the payment d) Sufficient information to identify the transaction. <p>The list referred to above is to be presented to Council at the next Ordinary Meeting of Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.</p> <p>Cheques/EFTs up to a value of \$100,000 (one hundred thousand dollars) are to be signed by the CEO and the Executive Manager Development & Administration, or in the absence of one or both, to be substituted by the Executive Manager Corporate & Community Services.</p> <p>Cheques/EFTs in excess of \$100,000 (one hundred thousand dollars) to be signed by the CEO or in his absence the Executive Manager Development & Administration.</p>
Objectives	To streamline payment of creditor's accounts, and to ensure timely payment.
Guidelines	All payments to be reported to the following Council meeting as having been paid during the month.
Conditions	Subject to Financial Management Regulations r13
Delegation by CEO	Executive Manager Development & Administration Executive Manager Corporate & Community Services
Formal Record	Officer's report to Council – Schedule of accounts paid and for payment
Head of Power	Local Government Act 1995 Sections 5.42 and 5.44 Financial Management Regulations r13
History	<p>Council Policy: <i>Finance –</i> <i>5 Cheque Signing & Account Limit</i> Adopted 16 March 2000 Reviewed 15 February 2018</p>

7.2.3 Creditor Payments

Delegation	<p>The CEO, in conjunction with the Executive Manager Development & Administration or Executive Manager Corporate & Community Services, is authorised to make payments from the Municipal and Trust Fund for the following purposes:</p> <table> <tr> <td><i>Municipal Fund</i></td><td><i>Trust Fund</i></td></tr> <tr> <td>Payroll</td><td>Payroll deductions</td></tr> <tr> <td>Creditors</td><td>BCITF</td></tr> <tr> <td></td><td>Deposit Refunds</td></tr> </table>	<i>Municipal Fund</i>	<i>Trust Fund</i>	Payroll	Payroll deductions	Creditors	BCITF		Deposit Refunds
<i>Municipal Fund</i>	<i>Trust Fund</i>								
Payroll	Payroll deductions								
Creditors	BCITF								
	Deposit Refunds								
Objectives	To streamline payment of creditor's accounts, and to ensure timely payment.								
Guidelines	All payments to be reported to the following Council meeting as having been paid during the month.								
Conditions	Subject to Local Government (Financial Management) Regulations 1996 r12								
Delegation by CEO	Executive Manager Development & Administration Executive Manager Corporate & Community Services								
Formal Record	Officer's report to Council – Schedule of accounts paid and for payment								
Head of Power	Local Government Act 1995 Sections 5.44. Local Government (Financial Management) Regulations 1996 r12								
History	Adopted 21 February 2002 Reviewed 15 March 2018								

7.2.4 Building Act 2011 – Permits, Certificates, Orders and Records

Delegation	Pursuant to the Building Act 2011, Section 12, Council delegates its authority and power to the CEO, Executive Manager Development & Administration and Building Surveyor to perform duties and functions of the Building Act 2011 pertaining to building s and associated incidental structures.
Objectives	To provide authority for suitably qualified persons who, in the opinion of the CEO have the qualifications to undertake the roles and functions of a building surveyor to administer the Building Act 2011.
Guidelines	All approvals to be recorded in the Building Approvals Register
Conditions	In undertaking the functions of this delegation, Building Surveyors must be employed by the Shire of Morawa in accordance with section 5.36 of the <i>Local Government Act 1995</i> ; and In addition to the above, for an uncertified application, qualified Building Services Practitioner (Building Surveyors) must hold the appropriate qualification as set out under Regulation 6 of the <i>Local Government (Building Surveyors) Regulations 2008</i> .
Delegation by CEO	Executive Manager Development & Administration Building Surveyor
Formal Record	Permit Issued
Head of Power	Building Act 2011 sections: 20 – Grant of building permit 21 – Grant of demolition permits 22 – Further grounds for not granting an application 27 – Conditions imposed by permit authority 55 – Occupancy permits and building approval, further information 58 – Grant of occupancy permit, building approval certificate 62 – Extension of period duration 65 – Extension of period duration 110 – Building orders 117 – Revocation of building order 118 – Permit authority may give effect to building order if non-compliance; and 131 – Inspection, copies and building records
History	Adopted 20 October 2011 Reviewed 15 February 2018
Head of Power	Sections 20, 22 and 127 of the <i>Building Act 2011</i> Local Government Act 1995 Sections 5.42 and 5.44 Local Government (Miscellaneous Provisions) Act Section 374 (1b)
History	Council Policy: “ <i>Buildings – 1. Building Permits (BLD 06)</i> ” Adopted: 16 March 2000 Reviewed 15 February 2018

7.2.5 Septic Tank Licences

Delegation	The Environmental Health Officer is authorised to exercise and discharge the powers and functions of the Council in relation to the Health (Treatment of Sewage and Disposal of Liquid Waste) Regulations 1974: a) Regulation 4 (3)(a) – grant approval subject to form and conditions set by Council. b) Regulation 4 (3)(b) – refuse to grant approval. c) Regulation 10 (2) – (relating to approvals). d) Regulation 10 (4)(b) – (relating to approvals). e) Regulation 22 (2)(a) – (relating to appeals). f) Regulation 22 (2)(b) – (relating to appeals).
Objectives	To permit early approval of septic tank applications submitted.
Guidelines	Compliance with the Health Act and Regulations, the Building Code of Australia and the Town Planning Scheme is mandatory. Any application not complying to be refused, unless there is a discretion, in which case it is to be referred to Council for decision.
Conditions	Effluent systems are to be sized in accordance with Schedule B.
Delegation by CEO	Environmental Health Officer
Formal Record	Officer's report to Council
Head of Power	Health Act Section 26, and Regulations
History	Council Policy: <i>"Health - 1. Delegation of Council Authority – Health Act (HLT 01)"</i> Adopted 16 March 2000 Reviewed 15 February 2018

7.2.6 Planning Consent

Delegation	The CEO is authorised to issue planning consent for development applications that fully comply with all requirements.
Objectives	To permit early approval of development applications submitted.
Guidelines	Compliance with the Local Planning Scheme, Regulations and Codes, and Council's Planning Policies, is mandatory. Any application not complying to be referred to Council for decision.
Conditions	Local Government Act Section 5.71(a) The CEO must disclose to the President the nature of any interest in relation to a matter under consideration relating to this delegated function.
Delegation by CEO	Planning Officer/Environmental Health Officer/Building Surveyor, Executive Manager Development and Administration
Formal Record	Officer's report to Council
Head of Power	Planning and Development Act 2005. Local Planning Scheme No 2 Section 8.7
History	Council Policy: <i>"Buildings – 1. Building Permits (BLD 06)"</i> Adopted 16 th March 2000 Reviewed 15 February 2018

7.2.7 Fire Fighting – Emergency Plant Hire

Delegation	The CEO is authorised to commit expenditure for the private hire of plant and equipment necessary for the efficient fighting and control of fires.
Objectives	To ensure that maximum effort can be made for the control of wild fires, for the protection of life and property.
Guidelines	Where possible, the CEO is to seek advice from the Chief Bush Fire Control Officer, Deputy CBFCO or an FCO, and approval from the President or Deputy President. However, since this delegation will only be used in emergency situations, it is acknowledged that this may not be possible.
Conditions	Adequate resources to fight a fire, for the safety of fire fighters and for the protection of life and property, have the higher priority and are not to be unnecessarily jeopardised by delay.
Delegation by CEO	No further delegation
Formal Record	Officer's report to Council
Head of Power	Bush Fires Act Section 38 (3)(4)(5) and 48
History	New Policy Amended: 16 th December 2004 Reviewed 15 February 2018

7.2.8 Council Reserve Accounts

Delegation	The CEO is authorised to transfer any additional or surplus funds not budgeted for into approved Reserve Accounts for the current budget year
Objectives	To ensure that surplus funds not budgeted for receipt can be placed into a reserve account rather than be part of general municipal funds.
Guidelines	Nil
Conditions	Nil
Delegation by CEO	The CEO is authorised to transfer any additional or surplus funds
Formal Record	Officer's report to Council.
Head of Power	Local Government Act 1995 Section 6.14
History	New Policy. Amended 16 December 2004 Reviewed 15 February 2018

7.2.9 Authority to Waive Fees

Delegation	The CEO is delegated authority to waive or grant a concession in relation to any amount of money which is owed to the Shire other than rates and services charges
Objectives	To streamline approval for requests to waive or grant concessions on fees.
Guidelines	All waivers or concessions granted are to be reported to Council
Conditions	Section 6.12 of the Local Government Act 1995
Delegation by CEO	No further delegation
Formal Record	Officer's report to Council – Schedule of waivers or concessions
Head of Power	Local Government Act 1995 Section 6.14
History	Adopted 21 March 2013 Reviewed 15 February 2018

7.2.10 Authority to Write Off Monies

Delegation	The CEO is delegated authority to write off monies owing to council – individual amounts up to the value of \$500
Objectives	To streamline approval for write offs
Guidelines	All write offs are to be reported to Council
Conditions	Section 6.12 of the Local Government Act 1995
Delegation by CEO	No further delegation
Formal Record	Officer's report to Council – Schedule of write offs
Head of Power	Local Government Act 1995 Section 6.14
History	Council Policy: <i>Authority to Write Off Monies</i> Adopted 21 March 2013 Reviewed 15 February 2018

7.2.11 Incurring Liability and Making Payments

Delegation	<p>The CEO is to ensure efficient systems and procedures are established to ensure proper authorisation for the incurring of liabilities and the making of payments</p> <p>The authority to approve requisitions and purchases orders and for the supply of goods and service and subsequent certification of services for which funds have been provided for in the Annual Budget.</p>
Objectives	To provide efficient systems and procedures when approving requisitions and purchases.
Guidelines	Council policy for purchases
Conditions	<p>Authority to CEO is unlimited subject to annual budget limitations.</p> <p>Authority which may be delegated by the CEO to employees is subject to the following maximum individual amounts.</p>
Delegation by CEO	<p>Executive Manager Development & Administration \$50,000</p> <p>Executive Manager Corporate & Community Services \$50,000</p> <p>Principal Works Supervisor \$50,000</p> <p>Shire Mechanic \$15,000</p> <p>Economic Development Manager \$5,000</p>
Formal Record	Record to be maintained in hard copy on file
Head of Power	Local Government Act 1995 Section 6.14
History	Council Policy: <i>Incurring Liability and Making Payments</i> Adopted 21 March 2013 Reviewed 15 February 2017

7.2.12 Power to Issue Notices

Delegation	The CEO is authorised to issue notices under section 3.25 of the Local Government Act 1995.Schedule 3.1
Objectives	To permit action for cleaning up of property ensuring that overgrown vegetation, rubbish, or disused material, as specified, is removed from land that the local government considers untidy.
Guidelines	Compliance with the Local Government Act 1995
Conditions	Local Government Act Section 3.25 and schedule 3.1
Delegation by CEO	Environmental Health Officer/Building Surveyor. Executive Manager Development and Administration
Formal Record	Officer's report to Council
Head of Power	Local Government Act 1995 Section 5.42 and 5.44
History	Adopted 20 March 2014 Reviewed 15 February 2018

7.2.13 Health (Asbestos) Regulations 1992

Delegation	The CEO is authorised to appoint persons or classes of persons as authorised officers for the purposes of the Health (Asbestos) Regulations 1992 on behalf of Council.
Objectives	The delegation will enable an authorised officer to issue, extend or cancel infringements issued under the Health (Asbestos) Regulations 1992.
Guidelines	Compliance with the Health (Asbestos) Regulations 1992 r15d(7)
Conditions	Local Government Act Section 3.25 and schedule 3.1
Delegation by CEO	Environmental Health Officer
Formal Record	Notice issued
Head of Power	Local Government Act 1995 Section 5.42 and 5.44 Criminal Procedure Act 2004 Part 2
History	Adopted 19 October 2017 Reviewed 15 February 2018

8.0 OTHER STATUTORY MATTERS NOT BEING DELEGATIONS

8.1 OTHER STATUTORY MATTERS

8.1.1 Media Releases

Delegation	The Shire President authorises the CEO to make media releases and to speak on behalf of the Shire of Morawa.
Objectives	To ensure that the public receives full, appropriate and timely information.
Guidelines	The President, or the Deputy President if President unavailable, should be consulted prior to matters of delicacy being discussed in public, however it is recognised that this may not always be possible. In this case, the CEO is to use discretion whether comment is to be made or not. Regardless, the CEO is not under any obligation to make any comment on any matter.
Conditions	Local Government Act 1995 Section 5.95
Head of Power	Local Government Act 1995 Section 5.41 (f).
History	Council Policy: <i>“Administration – 6. Media Relations (ADM 08)”</i> Adopted 16 March 2000 Reviewed 15 February 2018

<i>Item No/ Subject:</i>	7.2.3.5 Acceptance of Annual Report, Audited and Financial Statements
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	30 January 2018 – Samantha Appleton
<i>Responsible Officer:</i>	Samantha Appleton – Executive Manager Development & Administration
<i>Applicant/Proponent:</i>	Fred Gledhill – Executive Manager Corporate & Community Services
<i>File Number:</i>	FM.FRP.1
<i>Previous minute/s & Reference:</i>	Minutes December 2016 Ordinary Meeting of Council

SUMMARY

The 2016/17 Annual Report and Audited Financial Statements is presented to Council for adoption. A copy of the 2016/17 Audited Annual Report and Financial Statements has been provided separately to all Councillors.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Attachment 1 – 7.2.3.5a Shire of Morawa 2016/17 Annual Report and Audited Financial Statements

BACKGROUND INFORMATION

Council has an obligation under the Local Government Act 1995 to prepare an Annual Report and to present the report to the community within 56 days of accepting the Annual Report.

There is a requirement to give at least 14 days' public notice of the Annual Electors Meeting.

Council will advertise the meeting and the availability of the Annual Report in the Geraldton Guardian.

OFFICER'S COMMENT

The Annual Report and Audited Financial Statements includes:

- Shire President's Report
- Chief Executive Officers Report
- Statutory Reports
- Freedom of Information Statement
- Audited Financial Statements
- Audit Report

The reports outline activities undertaken during 2016/17 together with the financial position of the Shire of Morawa as at 30 June, 2017.

The Financial Statements and the Audit report has been presented to and have been accepted by the Shire of Morawa Audit Committee.

COMMUNITY CONSULTATION

The community are invited to attend the Annual Electors meeting.

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Community Plan

4.3 A local government that is respected professional and accountable.

RISK MANAGEMENT

The reporting and auditing process provide transparency with regard to Council's operations.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

That with regard to the acceptance of the 2016/17 Annual Report, the Audited and Financial Statements, and the notification of the Annual Electors Meeting, Council:

1. Resolve to adopt the 2016/17 Annual Report, Audit Report and the Audited Annual Financial Statements as presented for the Shire of Morawa
2. Resolve that the Annual Electors Meeting to be held on 15 March 2018 at 5.30pm
3. Note that the date of the Annual Electors Meeting and the availability of the Annual Report be advertised formally in the Geraldton Guardian, as well as on the Shire of Morawa Website.



Shire of Morawa
2016/17 Annual Report and Financial
Statements



Morawa Swimming Pool
After Completion of New Filtration System, Tiling and Paving
Open to the Public 22 December 2016

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President's Report 2016-2017

To the Ratepayers and Electors of the Morawa Shire, it is my pleasure to present the Shire of Morawa Annual Report for the financial year 2016-2017.

The local economy is mixed with broadacre cropping, mining and associated services providing most of the employment in the Shire. During 2016 a record grain crop was grown with CBH Morawa exceeding all prior receival records. Mining while still in a down turn holds promise for the future with several exploration projects underway.

The State election in March resulted in the installation of a new government. Indications received are that this may result in a reduction to State Government funding. This is likely to present some challenges and the Shire will need to pursue grant funding more aggressively in the future.

The 2016 wildflower season brought many visitors to town during the winter and spring months, with excellent displays of wreath flowers on the Morawa Yalgoo Road, everlastings at Koolanooka Springs and orchids at Canna. As a result local businesses were well patronised including the Morawa Caravan Park. I would like to thank the volunteers at the Morawa Visitors Centre and the Museum for enhancing the experience of visitors.

The Shire continues to support the provision of medical, dental and childcare services as part of its strategy to retain population and to enable the continued provision of medical services at the hospital.

The handover of the Joint Venture Units from Morawa Community Care was completed during the year. I would like to thank Brian and Betty Ross and the Morawa Community Care Committee for their dedication to the community in the delivery of quality accommodation for aged persons in Morawa.

The swimming pool upgrades including tiling, paving and new filtration system was completed with the pool open prior to Christmas. Council resolved to provide free entry to the pool for the remainder of the season so that all members of the public could attend this great facility. The project was funded by the Shire of Morawa, Royalties for Regions and two grants from the Department of Sport and Recreation.

The official opening of the pool was on 26 January 2017. The pool was opened by Mr Shane Love MLA who along with Mia Davies MLA were instrumental in assisting the Shire in obtaining an additional grant for the project from the Department of Sport and Recreation outside of the normal funding rounds.

During 2016-17 the Morawa Refuse Site Transfer Station was completed and became operational in January 2017. This was funded by Royalties for Regions, with expenditure of \$128,574 during the period to complete the project.



Steps are currently being taken to develop a new refuse site as the Jones Lake Road site is near capacity. Staff continue to work with Karara and the Shire of Perenjori in progressing this important infrastructure project.

The Shire of Morawa continues to support the youth and young adults in Morawa with funds being provided for school holiday programs provided by the part time youth support worker.

The Canna Bushfire Brigade received a new fire appliance during the period. The appliance was provided by DFES using funding raised through the Emergency Services Levy (ESL).

A new Economic Development Manager was appointed in June 2017. The role is to work with the community and to assist in the future economic development of the Shire through facilitation and identification of opportunities. These include the securing of grant and sponsorship funding and the development of partnerships.

Council has continued to support the local community, hosting and assisting with many events, including the following:

- Assistance in the setup of late night shopping prior to Christmas.
- Participation in the Garage Sale Trail
- The biannual Morawa Art Awards held in August was again very successful. Karara Mining Ltd provided sponsorship of the Awards. 256 works were exhibited. Congratulations to all the winners.
- The Australia Day Community Citizen of the Year Awards and Thank a Volunteer Day were held jointly with the official reopening of the Morawa Pool on 26 January 2017.
- Community Mental Health Day 14 October 2016.
- Banners in the Terrace as part of WALGA Local Government Week.

Thank you to all Councillors and Shire staff particularly former Acting CEO Mr Sean Fletcher for his support and tireless hard work. On behalf of Council, we look forward to continuing the development and liveability of Morawa over the next 12 months.

Cr Karen Chappel JP
Shire President

Mr Shane Love MLA and Cr Karen Chappel at the official opening of the Morawa Swimming Pool Upgrade. 26 January 2017.



Chief Executive Officer's Report 2016-2017

I am pleased to submit the Chief Executive Officer's report to the residents of the Shire of Morawa on the activities of the Shire for the year ended 30 June 2017.

Major Achievements

- ❖ Carrying out of works for flood damage that occurred following rainfall events on 28 February and 8 March 2015. The majority of the works were funded under the WANDRA scheme which makes provision for funding when events considered to be natural disasters occur.
- ❖ Completion of the swimming pool upgrade with the commissioning of the filtration system, completion of tiling and remedial works to the pool bowl and replacement of paving to the pool surrounds.
As part of the pool upgrade there were extensive investigative works to assess the condition of the pool prior to the preparation of tender documents and the commencement of works in July 2016. Funding of \$250,000 toward the project was obtained from the Department of Sport and Recreation following the submission of an out of round-grant application. The remaining funding was from the Shire's own resources.
The pool opened to the public in December 2016 with free admission being available to all attending.
- ❖ Ongoing support of medical and dental services in the Shire of Morawa.
- ❖ Construction of infrastructure for a Transfer Station at the Shire of Morawa Jones Lake Road Landfill Site. The transfer station became operational in January 2017.
- ❖ Continued operation of CCTV in public areas in the Morawa town site. These cameras have provided assistance to police on occasions where damage or antisocial behavior has occurred.

The Shire undertook a number of other projects during the 2016/17 year. These included:

- ❖ The installation of free Wi-Fi in Winfield Street and at the Morawa Caravan Park. This was partially funded by the Mid-West Development Commission.
- ❖ Construction of an office at the Morawa Caravan Park.
- ❖ Resealing and drainage improvements to the Pioneer Park carpark.
- ❖ Construction of a large vehicle parking area opposite the Roadhouse.
- ❖ Commencement of the revision of Integrated Planning documents including the Strategic Community Plan.
- ❖ Undertaking the management of the units formerly belonging to Morawa Community Care at Morawa Villas.

The Shire of Morawa has, again, received an unqualified Audit Report from the Shire's Independent auditors RSM Australia.

Major Road Works Completed in 2016/2017

The Shire committed to a substantial road construction and maintenance program for the year. The major road construction and upgrade activities occurred on the following roads:

Rural:

❖ Gutha East Road	\$107,034
❖ Nanekine Road 16/17	\$297,225
❖ Morawa Three Springs Road `	\$201,125
❖ Morawa Yalgoo Road	\$300,357
❖ Jones Lake Road	\$ 78,625
❖ Nanekine Road 15/16 carryover	\$287,393

Townsite:

❖ Prater Street	\$ 11,198
❖ Barnes Street	\$18,005
❖ Powell Street	\$73,573
❖ Neagle Manning Streets Intersection	\$58,059

Maintenance of Shire rural roads costing \$356,359 and maintenance of town streets costing \$42,447 was also completed during the year.

Administration

New staff commencing during 2016/17 were:

Shelley Buist	Administration Officer
Shelley Bogden	Caravan Park Caretaker (3 month appointment)

I also thank the following staff, who departed in 2016/17, for their work:

Melissa Borg	Customer Service Officer
Jenny Whitmore	Cleaner
Troy Kingston	Casual Cleaner
Ray Newah	Cleaner
Molly-Jane Humble	Administration Trainee
Joanne Draper	Community Development Officer

I acknowledge the work of former Chief Executive Officer John Roberts and former Acting Chief Executive Officer Sean Fletcher for their work during the year.

Acknowledgements

I would like to take this opportunity to sincerely thank the Councillors, senior management team and entire Shire staff for their work and tireless dedication provided during the 2016-2017 year.

Notable Staff Recognition

The Shire recognises our Pool Manager Sandra Reardon for her assistance to a member of the public following an incident at the Morawa Swimming Pool. Sandy was recently awarded a Gold Star by Royal Lifesaving at their Bravery Awards.

Chris Linnell
Chief Executive Officer



Everlastings

Disability Access and Inclusion Plan (DAIP)

Section 29 (2) of the *Disability Services Act* requires local governments to report about the implementation of the plan.

The plan was last revised in 2014 and progress toward outcomes was reviewed in May 2017.

DAIP Strategies

A review of progress with regard to the outcomes of the plan was submitted to the May 2017 ordinary meeting of Council for endorsement. This was then submitted to the Disability Services Commission within the required submission period.

The number of strategies listed in the outcomes in the DAIP have been reported as completed, but remain in the plan to provide a reminder of service delivery within the whole of the community.

Timeliness of these outcomes is addressed in the implementation table in section five (5) of the Plan.

The Shire of Morawa is committed to achieving the following outcomes.

Outcome 1

People with disability have the same opportunities as other people to access the services of, and any events organised by a public authority.

Strategies
Ensure people with disability are provided with an opportunity to comment on access to services.
Make library technology as accessible as possible.
Council will ensure that any events are organised so that they are accessible to people with disability.
Council will ensure that all policies and practices that govern the operation of Council facilities, functions, and services are consistent with Council Policy regarding access.

Outcome 2

People with disability have the same opportunities as other people to access the buildings and other facilities of a public authority.

Strategies
Ensure all buildings and facilities are physically accessible to people with disability.
Ensure that all new or redevelopment works provide access to people with disability, where practicable.
Ensure adequate ACROD parking to meet the demand of people with disability in terms of quantity, quality, and location.

Ensure that parks and reserves are accessible.
Ensure that public toilets meet the associated accessibility standards.

Outcome 3

People with disability receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it.

Strategies
Improve community awareness that Council information can be made available in alternative formats upon request, such as large print..
Improve staff awareness of accessible information needs and how to obtain information in other formats.
Ensure that the Shires website meets contemporary and universal design practices.

Outcome 4

People with disability receive the same level and quality of service from the staff of a public authority as other people receive from the staff of that public authority.

Strategies
Improve staff awareness of disability and access issues and improve skills to provide good service to people with disability.
Improve the awareness of new staff and new Councilors about disability and access issues.
When required, Council will seek expert advice from the disability field on how to meet the access needs of people with disability.

Outcome 5

People with disability have the same opportunities as other people to make complaints to a public authority.

Strategies
Council will ensure that current grievance mechanisms are accessible for people with disability and are acted upon.

Outcome 6

People with disability have the same opportunities as other people to participate in any public consultation by a public authority.

Strategies
Improve community awareness about the consultation process in place.
Improve access for people with disability to the established consultative process of Council.
Seek broad range of views on disability and access issues from the local community.
Commit to ongoing monitoring of the DAIP to ensure implementation and

satisfactory outcomes.

Outcome 7

People with disability have the same opportunities as other people to obtain and maintain employment with a public authority.

Strategies
Use inclusive recruitment practices.
Improve methods of attracting, recruiting and retaining people with disability
Work with key disability employment support provider(s) to employ a person with a disability

Record Keeping Plan

The Shire of Morawa is committed to accessible and efficient record keeping practices and complies with relevant legislation including the *State Records Act 2000*.

The Shire established a Record Keeping Plan which was adopted by Council and submitted to the State Records Commission in 2006. Shire staff concluded a review of the plan from which the 2014 Recordkeeping Plan has been prepared.

The Records Management Procedures Manual is designed to adequately address all records management issues and identifies staff roles and responsibilities in the system.

A revision of the structure of the filing system was completed in 2016, and an electronic central records system is now in use.

Public Interest Disclosure

The Public Interest Disclosure Code was established by the Commissioner for Public Sector Standards under Section 20 of the Public Interest Disclosure Act.

One of the principles of the Code is not just to provide protection to those who make disclosures (and those who are the subject of the disclosures) but also to encourage a system of transparency and accountability in the way government official's act and utilise public monies.

Matters that fall under the category of public interest include:

- ❖ Improper conduct (irregular or unauthorised use of public resources);
- ❖ An offence under State Law including corruption (substantial unauthorised or irregular use of, or substantial mismanagement of, public monies);
- ❖ Administration matters generally (conduct involving a substantial risk of injury to public health, prejudice to public safety or harm to the environment.

Matters that relate to the Shire of Morawa should be referred to the Shire of Morawa's

Public Interest Disclosure Officer. Disclosures to the Public Interest Disclosure Officer can be made not just about officers of the Shire of Morawa but also about its elected officials.

There is an obligation of the Public Interest Disclosure Officer in the Public Interest Disclosure Act to ensure that the disclosure is confidential and that the person making a disclosure is provided adequate protection from reprisals, civil and criminal liability or breach of confidentiality.

The Shire of Morawa had no Public Interest Disclosures in the reporting period.

Freedom of Information Act 1992

Section 96 of the Freedom of Information Act requires local governments to publish an Information Statement.

In summary, the Shire of Morawa's Statement indicates that the Shire of Morawa is responsible for the good governance of the Shire and carries out functions as required including statutory compliance and provision of services and facilities. Four FOI requests were received and responded to during the reporting period.

This information statement is published in accordance with section 96 of the *Freedom of Information Act 1992*.

Structure and Functions of Council

Establishment

The Shire of Morawa is established under the *Local Government Act 1995*, and has the responsibility for the administration of this Act within the district. Other major legislation which creates a duty or an authority for Council to act includes but is not limited to:

- *Health Act 1911*
- *Town Planning and Development Act 1928*
- *Bush Fires Act 1954*
- *Dog Act 1976*
- *Cemeteries Act 1986*

Council

The Shire's affairs are governed by seven people elected from and by the community, who act in a voluntary capacity, and represent all sections of the community. The Council acts as a community board, establishing policies and making decisions within the requirements of the Local Government Act on a wide range of issues affecting the community, and in keeping with the legislative requirements to:

- Determine policies to be applied by Council in exercising its discretionary powers.

- Determine the type, range and scope of projects to be undertaken by the Shire.
- Develop comprehensive management plans, budgets, financial controls and performance objectives and indicators for the operations of the Shire.

The Council governs the Shires affairs including decisions regarding its activities and functions. Such decisions include the approval of services and facilities to be undertaken, and the allocation of resources to these services and facilities.

Decisions are also made to determine whether or not approvals are to be granted for applications for residential, commercial and industrial development.

An ordinary Council election will be held in October 2017.

Ordinary meetings of Council are held on the third Thursday of each month commencing at 5:30pm. All members of the public are welcome to attend. Minutes and agendas are available to the public via the Shire of Morawa website – www.morawa.wa.gov.au.

National Competition Policy

In 1995 the Council of Australian Government entered into a number of agreements known as the National Competition Policy. The Policy is a whole of government approach to bring about reform in the public sector to encourage government to become more competitive.

Local government will mainly be affected where it operates significant business activities (defined as one that generates an annual income from fees and charges exceeding \$200,000) that compete or could compete with private sector business. Local government will also be impacted where its local laws unnecessarily affect competition. A full review of the Shire of Morawa Local Laws will be undertaken in 2017/18.

The Shire of Morawa does not have any Significant Business Activities that have been declared a Public Trading Exercise (PTE) or an Financial Trading Enterprise (FTE) by the Australian Bureau of Statistics.

As the Shire of Morawa has no PTE or FTE's the structural reform principles have not been applied to any activities.

The Shire of Morawa continues to carry out reviews of legislation within which the Shire operates.

Register of Minor Complaints

Section 5.121 of the *Local Government Act 1995* requires the complaints officer for each local government to maintain a register of complaints which records all complaints that result in action under section 5.110(6) (b) or (c) of the Act.

Section 5.53 (2) (b) of the *Local Government Act 1995* requires that details of entries made under section 5.121 during the financial year in the register of complaints including:

- ❖ The number of complaints recorded on the register of complaints;
- ❖ How the recorded complaints were dealt with; and
- ❖ Any other details that the regulations may require;

be disclosed in the Annual Report.

No complaints of minor breaches under the *Local Government Act 1995* were received in the reporting period.

Payment to Employees

Regulation 19B of the *Local Government (Administration) Regulations 1996* requires the Shire to include the following information in its Annual Report: The reported amounts refer to cash remuneration only.

- ❖ The number of employees of the Shire entitled to an annual salary of \$100,000 or more; and
- ❖ The number of those employees with an annual salary entitlement that falls within each band of \$10,000 over \$100,000. The stated amount may not reflect the actual number of employees receiving the amount during the reporting period at any one time.

From	To	Number of Employees
\$100,000	\$109,999	3
\$110,000	\$119,999	
\$120,000	\$129,999	
\$130,000	\$139,999	
\$140,000	\$149,999	1
\$150,000	\$159,999	
\$160,000	\$169,999	
\$170,000	\$179,999	

Information

Personal Involvement

Elected members are involved with many organisations within the community, and are also active in representing Morawa at a regional or state level. Council's nominations to other organisations include:

- Northern Zone of WALGA,
- Mid West Regional Road Group
- North East Farming Futures Group
- Morawa Farm Improvement Group
- Morawa Roadwise Committee
- Morawa District Fire Brigade
- Audit Committee
- Morawa Education Alliance

Standing Committees

At present there is one standing Committee of Council:

- Audit Committee

Occasional Committees

Council utilises occasional Committees as and when required.

Agendas

To ensure that all items are included in the Agenda for Council meetings, it is requested that items for consideration be submitted to the Chief Executive Officer at least 10 days prior to Council meeting, as Agendas are prepared for members and are distributed one week prior to the meeting. This will permit each item to be researched if necessary, and be presented to Council with a recommendation for decision, if appropriate.

Copies of the Agenda are available prior to the meeting in accordance with the *Local Government Act 1995*. Please note that all Minutes are subject to confirmation by Council.

Complaints

Complaints received by Council are processed and assigned to a responsible officer to be followed up. Most complaints received are in the form of works requests, which are assigned to works staff to complete. A system is in place to monitor progress of complaints. Where complaints are lodged about Councillor Conduct, these are processed as required under section 5.53 of the Local Government Act. In this instance the complaint is recorded under the Register of Minor Complaints.

Delegated Authority

Under the *Local Government Act 1995*, Council is able to delegate many powers to either Committees or to the Chief Executive Officer. The CEO may then further delegate the duty or responsibility to perform a task. Delegations are recorded in a Register, and are reviewed by Council and the CEO annually.

Services to the Community

Council provides an extensive variety of services for the community under a wide range of legislation. Services provided include:

Building control	Library services	Recycling
Bush fire control	Litter bins	Roads, footpaths & kerbs
Cemeteries	Traffic control works	Rubbish collection
Citizenship ceremonies	Parks & reserves	Storm water drainage
Crossovers	Planning controls	Street lighting
Dog control	Playground equipment	Street sweeping

Drainage	Public buildings for hire	Street tree planting
Environmental health	Public toilets	Swimming pool
Fire prevention	Recreation/sport facilities	

Access to Council Documents

The following documents are available for inspection at the Shire Offices free of charge. Copies of the documents can be made available, although some will incur a charge to cover the cost of photocopying. The *Local Government Act 1995* does stipulate minimum requirements for documents to be made available for public inspection, and these include:

- ❖ Minutes and Agendas of Council and committee meetings
- ❖ General Policy Manual
- ❖ Annual Budgets
- ❖ Annual Report
- ❖ Annual Financial Statements
- ❖ Monthly Financial Statements
- ❖ Council Local Laws (formerly known as By-laws)
- ❖ Local Planning Scheme
- ❖ Electoral Rolls
- ❖ Financial Interest Register - Primary and Annual Returns, and Declarations



2016 Morawa Art Exhibition – Acquisitive Award Winner.
Australian Song - Leesa Paget

Report on Corporate Plan

Objective - ECONOMIC		
A diverse, resilient and innovative economy	Maintain and increase population	<ul style="list-style-type: none"> • Developed relationships with existing and prospective mining companies. • Residential Land available. • Industrial Land Plan for Stage 1 now approved. Project now shovel ready.
	Maximise business, industry and investment opportunities	<ul style="list-style-type: none"> • New Economic Development Manager Position Created • Regeneration Morawa to be rolled out in 2017/18 • LPS 2 amendments 2 & 3 gazetted. • New LPS underway. • Tilleys Siding user extended. • Membership & participation in Wildflower Tourism group • Provision for concept plan for caravan park expansion in 2017/18 budget. • Office now on site. • Provision of building and administration services. • Membership & participation in Wildflower Tourism group.
	Responsive to innovation and new technologies	<ul style="list-style-type: none"> • 2 new mobile phone towers installed in 2016/17. Council continuing to lobby for more.
	Provide essential services and infrastructure to support population growth	<ul style="list-style-type: none"> • Asset management plans under review. • Stormwater Management Capture Strategy planning to be done in 2017/18
	Planned and balanced growth	<ul style="list-style-type: none"> • LPS3 and Planning Strategy submitted to WAPC. • LPS2 amendment complete
	The main street is the civic and retail heart connecting the town	<ul style="list-style-type: none"> • Town Square complete, parking bay complete. • Planning for trail underway.
	Attractive and well maintained buildings and streetscape	<ul style="list-style-type: none"> • Existing heritage colours policy is included in proposed LPS 3 policies. • Works team maintaining landscaping.

		<ul style="list-style-type: none"> • Planning for refurbishment of Council Chambers and Town Hall to be developed • Cleanup of untidy properties underway.
	Well maintained local roads and ancillary infrastructure	<ul style="list-style-type: none"> • Roads hierarchy to be developed in 2017/18. • Maintenance and renewal of road assets is planned and ongoing.
	Affordable diverse and quality accommodation options for both residential and business	<ul style="list-style-type: none"> • Morawa Community Care accommodation now under Council Management. • Dregghorn St accommodation now full. • Working toward securing ownership of aged units land. • Future of old Morawa Hospital under investigation. • Caravan park office installed and plans for expansion to be further developed in 2017/18.
	Increased investment in transport networks	<ul style="list-style-type: none"> • Airport funding application was not successful. • Main Roads will be widening sections of the Wubin Mullewa Road between Morawa and Mullewa in 2018. • Tilley's siding extension to use received planning approval. • Airport continues to be maintained to comply with CASA requirements.
Objective - ENVIRONMENT		
Protect and enhance the natural environment	Ensure natural resources are used efficiently and effectively	<ul style="list-style-type: none"> • Economic Development Manager commencing July 2017. • Dam maintenance to be detailed in asset management plans. • Chlorinator to be installed for water reuse and monthly sampling done when water is in use. • No issues raised re rail impacts on townsite..

	Enhance the promote rehabilitation of our native vegetation	<ul style="list-style-type: none"> • Biosecurity survey to be undertaken. • Refuse site rehabilitation to commence. • Assist with control of pests. • Membership of biosecurity group
	Minimise impact of salinity	<ul style="list-style-type: none"> • Policy in place (drainage)
	A regional waste management solution to achieve zero landfill	<ul style="list-style-type: none"> • Transfer station commissioned January 2017. • Working on location for new site.
Objective - SOCIAL		
A community that is friendly, healthy and inclusive	Services and facilities that meet the needs of the community	<ul style="list-style-type: none"> • A Club Development Officer is shared with the Shires of Three Springs and Perenjori. • The Shire continues to support Emergency Services with the assistance of a shared Community Emergency Services Manager. • The youth centre continues to host School holiday programs. • The Shire of Morawa is now operating the units formerly owned by Morawa Community Care and is working toward acquiring the land. • Some in kind support is provided to the Morawa CRC. • Transport services continue to be provided.
	Respect our cultural, indigenous and heritage assets	<ul style="list-style-type: none"> • Tourism promotion continues including support for the Tourism Group. • Roads and facilities related to tourism continue to be maintained. • The Shire supports community groups and events. • Policy in place
	Retain a safe environment	<ul style="list-style-type: none"> • The Shire continues to provide a ranger service.

Commented [SA1]:

		<ul style="list-style-type: none"> • An Environmental Health Officer visits throughout the year. • The Shire supports the continuing of the shared CESM officer.
	A wide range of regional events	<ul style="list-style-type: none"> • Festival held August 2016. • Provision of facilities and equipment.
	Improved and well maintained community , recreational and civic infrastructure	<ul style="list-style-type: none"> • Works program supporting maintenance of infrastructure. • Sports ground upgrade project complete. • Asset management plans under development.
• Objective - CIVIC LEADERSHIP		
A connected community with strong leadership	A well informed, connected community that actively participates	<ul style="list-style-type: none"> • Snippets published in house. • Regular updating of Website and Facebook. • Community Consultation and Surveys.
	Existing strong community spirit and pride is fostered and encouraged	<ul style="list-style-type: none"> • Thanks a volunteer event. • Acknowledgement of groups. • Employment of Economic Development Manager.
	A local government that is respected, professional and accountable	<ul style="list-style-type: none"> • Ongoing training of staff. • Seeking of advice from WALGA and the Department of Local Government. •
	Improved regional partnerships with government and industry	<ul style="list-style-type: none"> • Working with Perenjori on projects. • Shared officers – CESM and Club Development. • Attendance and participation in Regional Forums. • Ongoing relationships with Midwest Development Commission, Karara, Sinosteel.
	Be compliant with relevant legislation	<ul style="list-style-type: none"> • Annual audit process • Lodgement of Compliance Audit Report.
	Planned, affordable and effective service delivery and infrastructure	<ul style="list-style-type: none"> • Review of Strategic Community Plan and supporting documents.
	Long term financial viability	<ul style="list-style-type: none"> • Seeking efficiencies

		<ul style="list-style-type: none"> • Budgeting for anticipated expenses • Consideration of whole of life costing.
	Attract and retain quality staff	<ul style="list-style-type: none"> • Development of training matrix. • Annual reviews of all staff. • Liaison with traineeship providers. • Budget for appropriate staffing levels and remuneration. • Future revision of Workforce plan. • Subscription to WALGA

2016/17 Financial Statements



Cairn on top of Bilya Rock



Wreath Flower

<i>Item No/ Subject:</i>	7.2.3.6 Compliance Audit Return
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	31 January 2018 – Samantha Appleton
<i>Responsible Officer:</i>	Samantha Appleton – Executive Manager Development and Administration
<i>Applicant/Proponent:</i>	Department of Local Government and Communities
<i>File Number:</i>	CM.AUD.1
<i>Previous minute/s & Reference:</i>	Ordinary Meeting of Council 23 March 2017 Resolution 1703004

SUMMARY

The Department of Local Government has distributed the 2017 Compliance Audit Return for completion by the Shire of Morawa. The Compliance Audit Return is one of the tools that allow Councils to monitor how the organisation is functioning.

Each local government is to carry out a compliance audit for the period 1 January to 31 December 2017 against the requirements included in the 2017 Compliance Audit Return.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 – 7.2.3.6a Completed Compliance Audit Return for Signing.

BACKGROUND INFORMATION

The return places emphasis on the need to bring to Council's attention cases of non-compliance or where full compliance was not achieved. In addition to explaining or qualifying cases of non-compliance. The return also requires Council to endorse any remedial action taken or proposed to be taken in regard to instances of non-compliance. This year's return has again been prepared by electronic means and will be submitted electronically to the Department of Local Government and Communities.

The Compliance Audit Report for 2017 for the Shire of Morawa has been presented for review by Council's Audit Committee on 15 February 2018 – Attachment 1.

OFFICER'S COMMENT

The return was completed by the Executive Manager Development and Administration in conjunction with the CEO and other managers. Only one area of non-compliance was noted.

The non-compliance was in relation to the review of the Regional Price Preference Policy contained within Policy 3.7 Purchasing Policy adopted in October 2017. The Local Government (Functions and General) Regulations 1996 Regulations 24E and 24F requires state-wide notice of a proposed policy to be given four weeks prior to the adoption of the policy. It is envisaged that the current policy will be reviewed as part of the overall review of the policy manual to be undertaken this year.

Additionally information was sought on the Shire of Morawa's Integrated Planning suite of documents. The comments accompanying the information provided show the review process currently underway.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Presentation to the Audit Committee

STATUTORY ENVIRONMENT

Local Government (Audit) Regulations 1996

14. Compliance audits by local governments

- (1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.
- (2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.
- (3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.
- (3) After the audit committee has reported to the council under subregulation (3A), the compliance audit return is to be —
 - (a) presented to the council at a meeting of the council; and
 - (b) adopted by the council; and
 - (c) recorded in the minutes of the meeting at which it is adopted.

[Regulation 14 inserted in Gazette 23 Apr 1999 p. 1724-5; amended in Gazette 30 Dec 2011 p. 5580-1.]

15. Compliance audit return, certified copy of etc. to be given to Executive Director

- (1) After the compliance audit return has been presented to the council in accordance with regulation 14(3) a certified copy of the return together with —
 - (a) a copy of the relevant section of the minutes referred to in regulation 14(3)(c); and
 - (b) any additional information explaining or qualifying the compliance audit,

is to be submitted to the Executive Director by 31 March next following the period to which the return relates.

(2) In this regulation —

certified in relation to a compliance audit return means signed by —

- (a) the mayor or president; and
- (b) the CEO.

[Regulation 15 inserted in Gazette 23 Apr 1999 p. 1725.]

Local Government (Functions and General) Regulations 1996

24E. Regional price preference policies for local governments

(1) Where a local government intends to give a regional price preference in relation to a process, the local government is to —

- (a) prepare a proposed regional price preference policy (if no policy has yet been adopted for that kind of contract); and
- (b) give Statewide public notice of the intention to have a regional price preference policy and include in that notice —
 - (i) the region to which the policy is to relate; and
 - (ii) details of where a complete copy of the proposed policy may be obtained; and
 - (iii) a statement inviting submissions commenting on the proposed policy, together with a closing date of not less than 4 weeks for those submissions;

and

- (c) make a copy of the proposed regional price preference policy available for public inspection in accordance with the notice.

(2) A regional price preference policy may be expressed to be —

- (a) for different regions in respect of different parts of the contract, or the various contracts, comprising the basis of the tender;
- (b) for different goods or services within a single contract or various contracts;
- (c) for different price preferences in respect of the different goods or services, or the different regions, that are the subject of a tender or tenders (subject to the limits imposed by regulation 24D),

or for any combination of those factors.

(3) A region specified under this Part —

- (a) must be (or include) the entire district of the local government; and
- (b) cannot include a part of the metropolitan area.

(4) A policy cannot be adopted by a local government until the local government has considered all submissions that are received in relation to the proposed policy and, if that consideration results in significant changes to the proposed policy, then the local government must again give Statewide public notice of the altered proposed regional price preference policy.

[Regulation 24E inserted in Gazette 25 Feb 2000 p. 972-3; amended in Gazette 31 Mar 2005 p. 1055.]

24F. Adoption and notice of regional price preference policy

(1) A policy cannot be adopted by a local government until at least 4 weeks after the publication of the Statewide notice of the proposed policy.

(2) An adopted policy must state —

- (a) the region or regions within which each aspect of it is to be applied; and

- (b) the types and nature of businesses that may be considered for each type of preference; and
- (c) whether the policy applies to —
 - (i) different regions in respect of different parts of the contract, or the various contracts, comprising the basis of the tender;
 - (ii) different goods or services within a single contract or various contracts;
 - (iii) different price preferences in respect of the different goods or services, or the different regions, that are the subject of a tender or tenders,
 or to any combination of those factors.
- (3) An adopted policy cannot be applied until the local government gives Statewide notice that it has adopted that policy.
- (4) The local government is to ensure that a copy of an adopted regional price preference policy is —
 - (a) included with any specifications for tenders to which the policy applies; and
 - (b) made available in accordance with regulation 29 of the *Local Government (Administration) Regulations 1996*.

[Regulation 24F inserted in Gazette 25 Feb 2000 p. 973-4; amended in Gazette 31 Mar 2005 p. 1055.]

POLICY IMPLICATIONS

Shire of Morawa Policy 3.11 Risk Management

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Morawa Community Strategic Plan

- 4.3 A local government that is respected, professional and accountable.
- 4.5 Be compliant with relevant legislation.

RISK MANAGEMENT

Shire of Morawa Risk Management Governance Framework

Governance

Appropriate governance of risk management within the Shire of Morawa (the “Shire”) provides:

- Transparency of decision making
- Clear identification of the roles and responsibilities of the risk management functions
- An effective Governance Structure to support the risk framework.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Accept the 2017 Compliance Audit Return;
- 2) Submit the signed return to the Department of Local Government and Communities;
- 3) Undertake a revision of the Policy 3.7 Purchasing Policy; and
- 4) Ensure that the new Purchasing Policy be prepared and adopted in accordance with the Local Government (Functions and General) Regulations 1996 regulations 24E and 24F.

7.2.3.6a Completed Compliance Audit Return for Signing

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return



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

Morawa - Compliance Audit Return 2017

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of section of relevant minutes.

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2017.	N/A		Samantha Appleton
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2017.	N/A		Samantha Appleton
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2017.	N/A		Samantha Appleton
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2017.	N/A		Samantha Appleton
5	s3.59(5)	Did the Council, during 2017, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Samantha Appleton



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	Yes		Samantha Appleton
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Samantha Appleton
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Samantha Appleton
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Samantha Appleton
5	s5.18	Has Council reviewed delegations to its committees in the 2016/2017 financial year.	Yes		Samantha Appleton
6	s5.42(1), 5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Samantha Appleton
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Samantha Appleton
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Samantha Appleton
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Samantha Appleton
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	N/A		Samantha Appleton
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Samantha Appleton
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2016/2017 financial year.	Yes		Samantha Appleton
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes		Samantha Appleton

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Samantha Appleton
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		Samantha Appleton



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No	Reference	Question	Response	Comments	Respondent
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Samantha Appleton
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	N/A		Samantha Appleton
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Samantha Appleton
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2017.	Yes		Samantha Appleton
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2017.	Yes		Samantha Appleton
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		Samantha Appleton
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Samantha Appleton
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Samantha Appleton
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Samantha Appleton
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Samantha Appleton
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Samantha Appleton
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Samantha Appleton



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No	Reference	Question	Response	Comments	Respondent
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes		Samantha Appleton
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Samantha Appleton

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Samantha Appleton
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Samantha Appleton

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	Yes		Samantha Appleton

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Samantha Appleton
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A		Samantha Appleton
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Samantha Appleton
4	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Samantha Appleton



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No	Reference	Question	Response	Comments	Respondent
5	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government within 30 days of completion of the audit.	Yes		Samantha Appleton
6	s7.9(1)	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government by 31 December 2017.	Yes		Samantha Appleton
7	S7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	Yes		Samantha Appleton
8	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	Yes		Samantha Appleton
9	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	Yes		Samantha Appleton
10	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Samantha Appleton
11	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Samantha Appleton
12	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Samantha Appleton
13	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Samantha Appleton
14	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Samantha Appleton



Integrated Planning and Reporting					
No	Reference	Question	Response	Comments	Respondent
1	s5.56 Admin Reg 19DA (6)	Has the local government adopted a Corporate Business Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	20/06/2013 Review underway	Samantha Appleton
2	s5.56 Admin Reg 19DA (6)	Has the local government adopted a modification to the most recent Corporate Business Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	No	Review underway	Samantha Appleton
3	s5.56 Admin Reg 19C (7)	Has the local government adopted a Strategic Community Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	21/06/2012 Review underway	Samantha Appleton
4	s5.56 Admin Reg 19C (7)	Has the local government adopted a modification to the most recent Strategic Community Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	18/09/2014 Review underway	Samantha Appleton
5	S5.56	Has the local government adopted an Asset Management Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	16/02/2012 Review underway	Samantha Appleton
6	S5.56	Has the local government adopted a Long Term Financial Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	25/09/2012 Review underway	Samantha Appleton
7	S5.56	Has the local government adopted a Workforce Plan. If Yes, in Comments please provide date of the most recent Plan plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	Unable to confirm adoption date To be reviewed	Samantha Appleton



Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	Yes		Samantha Appleton
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	Yes		Samantha Appleton
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	Yes		Samantha Appleton
4	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	Yes		Samantha Appleton
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Samantha Appleton



Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A		Samantha Appleton
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Samantha Appleton
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Samantha Appleton
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		Samantha Appleton
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes		Samantha Appleton
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) or (c).	Yes		Samantha Appleton

Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Samantha Appleton
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	N/A		Samantha Appleton
3	F&G Reg 14(1) & (3)	Did the local government invite tenders via Statewide public notice.	Yes		Samantha Appleton
4	F&G Reg 14 & 15	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Samantha Appleton



Department of
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No	Reference	Question	Response	Comments	Respondent
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Samantha Appleton
6	F&G Reg 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Reg 16.	Yes		Samantha Appleton
7	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Samantha Appleton
8	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Samantha Appleton
9	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		Samantha Appleton
10	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Samantha Appleton
11	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	N/A		Samantha Appleton
12	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	N/A		Samantha Appleton
13	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	N/A		Samantha Appleton
14	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	N/A		Samantha Appleton
15	F&G Reg 24AD(2)	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice.	N/A		Samantha Appleton
16	F&G Reg 24AD(4) & 24AE	Did the local government's advertising and panel documentation comply with F&G Regs 24AD(4) & 24AE.	N/A		Samantha Appleton



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No	Reference	Question	Response	Comments	Respondent
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16 as if the reference in that regulation to a tender were a reference to a panel application.	N/A		Samantha Appleton
18	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application, notice of the variation.	N/A		Samantha Appleton
19	F&G Reg 24AH(1)	Did the local government reject the applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time specified in the invitation for applications.	N/A		Samantha Appleton
20	F&G Reg 24AH(3)	In relation to the applications that were not rejected, did the local government assess which application(s) to accept and which application(s) were most advantageous to the local government to accept, by means of written evaluation criteria.	N/A		Samantha Appleton
21	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers, comply with the requirements of F&G Reg 24AG.	N/A		Samantha Appleton
22	F&G Reg 24AI	Did the local government send each person who submitted an application, written notice advising if the person's application was accepted and they are to be part of a panel of pre-qualified suppliers, or, that the application was not accepted.	N/A		Samantha Appleton
23	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	N/A		Samantha Appleton
24	F&G Reg 24F	Did the local government comply with the requirements of F&G Reg 24F in relation to an adopted regional price preference policy.	No		Samantha Appleton
25	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$150,000 or less.	Yes		Samantha Appleton



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

I certify this Compliance Audit return has been adopted by Council at its meeting on _____

Signed Mayor / President, Morawa

Signed CEO, Morawa

<i>Item No/ Subject:</i>	7.2.3.7 Proposed Widening of Wubin Mullewa Road
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	8 February 2018 – Samantha Appleton
<i>Responsible Officer:</i>	Samantha Appleton – Executive Manager Development & Administration
<i>Applicant/Proponent:</i>	Mr Bernie Miller - Main Roads Geraldton
<i>File Number:</i>	GR.STL.10
<i>Previous minute/s & Reference:</i>	

SUMMARY

Council to consider giving consent to the widening of Wubin Mullewa Road as the holder of management order on affected reserves.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Attachment 1 - 7.2.3.7.a Proposal from Main Roads
Attachment 2 - 7.2.3.7.b Land dealing plans and drawings

BACKGROUND INFORMATION

As part of its ongoing improvements to the Wubin Mullewa Road, Main Roads proposes to widen sections of the road with seal widths increasing from 4 metres to 7 metres in the northern part of the Shire of Morawa. The works will include clearing of vegetation from verges including reserves under management orders to the Shire of Morawa. Main Roads will also need to excise areas of land managed by the Shire of Morawa to accommodate the widened road – Attachments 1 and 2.

OFFICER'S COMMENT

Consent is required from the Shire for the excision and dedication of the land from the reserves managed by the Shire as well as comment on the excision and dedication of land on an unmanaged reserve within the Shire.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

February Briefing Session

STATUTORY ENVIRONMENT

Land Administration Act 1997

56. Dedication of land as road

- (1) If in the district of a local government —
 - (a) land is reserved or acquired for use by the public, or is used by the public, as a road under the care, control and management of the local government; or
 - (b) in the case of land comprising a private road constructed and maintained to the satisfaction of the local government —
 - (i) the holder of the freehold in that land applies to the local government, requesting it to do so; or
 - (ii) those holders of the freehold in rateable land abutting the private road, the aggregate of the rateable value of whose land is greater than one half of the rateable value of all the rateable land abutting the private road, apply to the local government, requesting it to do so;or
 - (c) land comprises a private road of which the public has had uninterrupted use for a period of not less than 10 years,and that land is described in a plan of survey, sketch plan or document, the local government may request the Minister to dedicate that land as a road.
- (2) If a local government resolves to make a request under subsection (1), it must —
 - (a) in accordance with the regulations prepare and deliver the request to the Minister; and
 - (b) provide the Minister with sufficient information in a plan of survey, sketch plan or document to describe the dimensions of the proposed road.
- (3) On receiving a request delivered to him or her under subsection (2), the Minister must consider the request and may then —
 - (a) subject to subsection (5), by order grant the request; or
 - (b) direct the relevant local government to reconsider the request, having regard to such matters as he or she thinks fit to mention in that direction; or
 - (c) refuse the request.

- (4) On the Minister granting a request under subsection (3), the relevant local government is liable to indemnify the Minister against any claim for compensation (not being a claim for compensation in respect of land referred to in subsection (6)) in an amount equal to the amount of all costs and expenses reasonably incurred by the Minister in considering and granting the request.
- (5) To be dedicated under subsection (3)(a), land must immediately before the time of dedication be —
 - (a) unallocated Crown land or, in the case of a private road, alienated land; and
 - (b) designated in the relevant plan of survey, sketch plan or document as having the purpose of a road.
- (6) If land referred to in subsection (1)(b) or (c) is dedicated under subsection (3)(a), a person with an interest in that land (including a person who has the benefit of an easement created under section 167A of the TLA) is not entitled to compensation because of that dedication.

[Section 56 amended by No. 59 of 2000 s. 16.]

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Shire of Morawa is indemnified against any costs or claims that will arise as a result of the dedications.

STRATEGIC IMPLICATIONS

Shire of Morawa Strategic Community Plan

4.6 Planned, affordable and effective service delivery and infrastructure.

RISK MANAGEMENT

Improvements to the road network will reduce the risk of accidents and injury occurring.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Pursuant to section 56 of the Land Administration Act 1997, resolve to dedicate the road widenings shown on Main Roads Land Dealing Plan numbers 1360-063-1, 1360-064, 1360-068 and 1560-112 to 1560-124;
2. Consent to excise the land required for the widening ex Reserves 17517, 16414 and 19707 as shown on Main Roads drawing numbers 1360-063-1, 1560-116 and 1560-119;
3. Indemnify the Minister for Lands against any costs or claims that may arise as a result of the the road widening's, in accordance with section 56(4) of the Land Administration Act 1997; and
4. Support the widening ex Reserve 19653 as shown on Main Roads drawing number 1560-120.



mainroads
WESTERN AUSTRALIA

Enquiries: Emma Fitzgerald

Our Ref: 07/2851

Your Ref: CPS 818/12

4/1/2018

Chris Linnell
Chief Executive Officer
Shire of Morawa
PO Box 14
Morawa WA 6623

Dear Mr Linnell,

INVITATION FOR SUBMISSIONS – WUBIN MULLEWA WIDENING SECTIONS 144-154 SLK

Main Roads Western Australia (Main Roads) Mid-West Gascoyne Region is proposing to overlay (100mm) and widen the seal in sections of Wubin Mullewa Road, the drain will also need to be re-established. This will improve the functionality and safety of the road.

Clearing of native vegetation for this project will be undertaken using Main Roads' Statewide Purpose Clearing Permit CPS 818/12. It is a condition of CPS 818, that where the clearing of native vegetation is at variance to the ten clearing principles (as described in Schedule 5 of the *Environmental Protection Act 1986*), Main Roads is required to invite submissions from interested parties on the impacts of the proposed clearing that are at variance with the clearing principles.

An Assessment Report (AR) was undertaken for the Wubin Mullewa Widening Section 144-154 SLK and the outcome of this assessment identified that native vegetation clearing for the project was determined to be maybe at variance to Principle (a), at variance to Principles (e) and (f) and not likely to be at variance to the remaining Principles. In accordance with CPS 818 requirements Main Roads is inviting submissions from Shire of Morawa regarding the impacts of the proposed clearing that are at variance or maybe at variance with the clearing principles.

DESCRIPTION OF THE LAND

The project occurs within the Main Roads Wubin Mullewa road reserve

DESCRIPTION OF PROJECT ACTIVITIES

The Morawa to Mullewa link has a number of 4m wide or less seal sections on a very narrow 7m formation width. These sections are some of the only lengths of single lane (under Main Roads control) in the state.

It is proposed to overlay (100mm) and widen the seal of Wubin Mullewa in sections to achieve 2 x 3.5m lanes, 2 x 0.5m sealed shoulder and 2 x 0.5m unsealed shoulder giving an 8m seal on a 9m pavement. The drain will need to be re-established but major clearing is not likely to be required. The sections that require widening include:

- 144.05-146.06 SLK
- 147.44-148.52 SLK
- 150.46-154 SLK

These works will improve the functionality and safety of the road.

MEASURES IMPLEMENTED TO AVOID AND MINIMISE VEGETATION CLEARING

- Smallest amount of vegetation possible is to be cleared.
- The clearing area will be demarcated prior to the commencement of project activities and prior to the commencement of native vegetation clearing.
- Further project clearing will be avoided as the site office, materials storage areas, construction vehicles/machinery and access tracks will be located on previously disturbed or cleared areas.

AREA TO BE CLEARED

The total area of native vegetation proposed to be cleared for the project is 3.3 hectares (ha) within the project area as defined in the enclosed map (Attachment 1).

VARIANCE TO THE CLEARING PRINCIPLES

The assessment of the project native vegetation clearing was considered to be maybe at variance to Principle (a), at variance to Principles (e) and (f) and not likely to be at variance to the remaining Principles.

Table 1: Project Clearing Principle Variance Levels

Clearing Principle	Variance level	Environmental Impact Assessment
(a) it comprises a high level of biological diversity		
<i>Proposed clearing may be at variance to this Principle</i>		
<p>The vegetation in the project area is mapped as Vegetation Association 142 described as a Medium woodland; York gum & salmon gum (Government of Western Australia, 2017) and is in Good (EPA, 2016) condition. The project area consisted of six vegetation types, not including highly disturbed areas. They include (Aecom 2014; MRWA 2017):</p> <ul style="list-style-type: none"> • ELAS1, <i>Eucalyptus</i> Woodland – comprises an overstorey of low <i>Eucalyptus loxophleba</i> subsp. <i>supralaevis</i> woodland over ELAS2 understorey of low <i>Rhagodia drummondii</i> and <i>Enchylaena tomentosa</i> shrubland on clay sand • AMS1, <i>Acacia</i> / <i>Melaleuca</i> Shrubland - Tall <i>Acacia sibirica</i>, <i>Allocasuarina acutivalvis</i> subsp. <i>acutivalvis</i> and <i>Melaleuca hamata</i> Shrubland on clay • AMS1 / AMS4, <i>Acacia</i> / <i>Melaleuca</i> Shrubland- this community was a mixed shrubland of AMS1 / AMS4. It consisted of mixed <i>Acacia</i> and <i>Melaleuca</i> species, and <i>Allocasuarina acutivalvis</i> subsp. <i>acutivalvis</i> • EMS, <i>Eucalyptus</i> Mallee Shrubland - comprises of <i>Eucalyptus brachycorys</i> mallee shrubland over tall <i>Acacia coolgardiensis</i> shrubland over <i>Grevillea ?obliquistigma</i> sparse shrubland over ?<i>Austrostipa elegantissima</i> sparse grassland over <i>Dianella revoluta</i> sparse herbland • EABG, <i>Eucalyptus</i> Woodland - comprises of Low Open <i>Eucalyptus leptopoda</i> subsp. <i>arctata</i> Woodland over Tall <i>Acacia sibirica</i> Shrubland over <i>Bromus</i> sp.* grasslands on clay • MS, <i>Melaleuca</i> Shrubland – comprises of tall <i>Melaleuca eleuterostachya</i> and <i>Melaleuca stereophloia</i> shrubland over low <i>Enchylaena tomentosa</i>, <i>Atriplex</i> sp. and <i>Maireana</i> species open shrubland. <p>Within the study area there are known records of six declared rare flora (DRF) species and 39 priority species. The majority of these species do not have the potential to occur within the project area as the required habitat is not present. During the survey the following priority flora were identified within the site investigation area:</p> <ul style="list-style-type: none"> • <i>Psammomoya implexa</i> P3 - 16 plants 		

- *Melaleuca barlowii* P3 – 1 plant
- *Grevillea granulosa* P3 – 7 plants
- *Persoonia pentasticha* P3 – 3 plants
- *Stenanthemum poicilum* P3 – 7 plants

Impact summary

Taxon	Plants in survey area	Plants to be taken	WA Herb records	Potential impact
<i>Psammomoya implexa</i> P3	16 plants	12	21 records across the transitional zone of Midwest including cons. estate (Charles Darwin Reserve, Wilroy Nature Reserve, Lake Mollerin Nature Reserve) Mullewa, Perenjori, Morawa to Mt Magnet	Low. Species is well reserved and local impact is 12 of 16 plants
<i>Melaleuca barlowii</i> P3	1 plant	1	Similarly occupies transitional zone with 34 records on WA Herb including cons. estate (Karara Station	Low, 1 plant to be taken
<i>Grevillea granulosa</i> P3	7 plants	7	Known from 48 WAHerb collections Wilroy Nat. Reserve, Coalseam Conservation Park, East Yuna Reserve, Bowgada Nature Reserve, Jibberding Reserve) and local gov. and water reserves	Low, well reserved and reasonable regional distribution
<i>Persoonia pentasticha</i> P3	3 plants	3	46 WAHerb collections across the transitional zone of Midwest including cons. estate (Karara, Charles Darwin Reserve, Barrabarra Nature Reserve, Mount Gibson Station, East Yuna Nature Reserve, West Perenjori Nature Reserve)	Low, well reserved and reasonable regional distribution
<i>Stenanthemum poicilum</i> P3	7 plants	3	25 WAHerb collections across the transitional zone of Midwest including cons. estate (ex Warriedar Station, Karara Cons Park, Charles Darwin Reserve) and local shire reserve Canna Reserve	Low, well reserved and reasonable regional distribution

A further 9 species may possibly occur within the project area, they include:

- *Cheyniana rhodella* P2
- *Dampiera scaevolina* P1
- *Darwinia* sp. Morawa (C.A. Gardner 2662) P3
- *Enekbatus planifolius* P1
- *Eucalyptus synandra* T
- *Baeckea* sp. Three Springs (M.E. Trudgen 5368) P2
- *Millotia dimorpha* P1
- *Stylidium pendulum* P1
- *Grevillea leptopoda* P3

The proposed clearing area and vicinity has been surveyed by GHD and Aecom in the past. None of these taxa were found, nor likely to occur given the degraded condition of most of the vegetation.

Within the study area there are records of ten known protected fauna species. It is unlikely that any of these species will be impacted given the small amount of vegetation to be removed and the similar vegetation in the surrounding area. As there will be vegetation remaining within the road reserve the linkages in the area will not be significantly impacted. Therefore this project is unlikely to have significant impacts on fauna species or fauna habitat.

Within the study area there are known records of two Threatened Ecological Communities (TECs) and two Priority Ecological Communities (PECs).

- Billeranga System-located 19.7km to the south west (Vulnerable)
- Moonagin System-located 3.8km to the south east (Vulnerable)
- Granite pool invertebrate assemblages-located 3.7km to the south east (Priority 3)
- Eucalypt Woodlands of the Western Australian Wheatbelt-located 14km to the south east (Priority 3)

None of these TECs/PECs would be present within the project area as the required habitat is not present. The site investigation identified that there are no TECs or PECs within the project area. Therefore it is unlikely that any TEC/PECs will be present within the project area.

Given the removal of a few individuals of P3 and P4 priority flora required for this project the clearing maybe at variance to this Principle.

(b) it comprises the whole or a part of, or is necessary for the maintenance of, a significant habitat for fauna indigenous to Western Australia

Proposed clearing is not likely to be at variance to this Principle

Within the study area there are ten known protected species. These are

- *Teyl sp.* (Minnivale trapdoor spider)-Critically Endangered
- *Calyptorhynchus latirostris* (Carnaby's cockatoo)-Endangered
- *Myrmecobius fasciatus* (Numbat)-Endangered
- *Egernia stokesii badia* (Western spiny-tailed skink)-Vulnerable
- *Idiosoma nigrum* (Shield-backed trapdoor spider)-Vulnerable
- *Leipoa ocellata* (Malleefowl)-Vulnerable
- *Macrotis lagotis* (Bilby)-Vulnerable
- *Merops ornatus* (Rainbow bee-eater)-Protected under International Agreement
- *Falco peregrinus* (Peregrine falcon)-Specially Protected
- *Aganippe castellum* (Tree-stem Trapdoor Spider)-P4

The Minnivale Trapdoor Spider inhabits burrow near perched swamps on high terrain. Given that this habitat is not present within the project area it is unlikely that this species will be impacted by the project activities.

The Carnaby's Cockatoo prefers uncleared or remnant native eucalypt woodlands, especially those that contain salmon gum and wandoo, and in shrubland or kwongan heathland. The Carnaby's Cockatoo may occasionally opportunistically feed on the nuts of *Allocasuarina*, *Grevillea* and *Hakea* species. However, no evidence of any parrot species feeding were recorded within the project area. No evidence of breeding or use of hollows within the Eucalypts were recorded within the project area. The project area is outside the mapped breeding and non-breeding range for this species (Commonwealth of Australia 2012). Therefore this species is unlikely to be impacted by the project activities.

The Numbat prefers eucalypts that provide hollow logs and branches for shelter in jarrah (*Eucalyptus marginata*) forest and wandoo (*Eucalyptus wandoo*) woodland. It is unlikely that this species would be present in the project area as its preferred habitat is not present and this species current distribution is within the south west in nature reserves.

The Western Spiny-tailed Skink is considered to survive in roadside remnant vegetation, particularly where log piles, hollow logs, and piles of rubbish are present. Some small log piles and hollows were recorded within the project area. There is potential for this species to occur in the project area however no evidence of this species was identified within the site investigation. Given the small linear clearing required for this project and that vegetation will remain within the road reserve it is unlikely that this species will be significantly impacted by the project activities.

The Shield-backed Trapdoor Spider prefers rocky habitats, primarily in positions with increased moisture retention properties like gullies and drainage lines on southern facing slopes. No recent trapdoor burrows were sighted during the survey, and as such, they are considered unlikely to occur within the project area.

The project area is considered to be too narrow to support the Malleefowl. The Malleefowl may opportunistically forage within the project area however no mounds or scratching's were recorded during the survey. Therefore this species is unlikely to be significantly impacted by the removal of the vegetation required for this project.

The Bilby's current distribution is the Gibson Desert, Little Sandy Desert, Great Sandy Desert and parts of the Pilbara and Southern Kimberley. Therefore it is unlikely that this species will be present in the area or impacted by the project activities.

The Rainbow Bee-eater and Peregrine Falcon can inhabit a large variety of habitats. It is unlikely that these highly mobile species will be significantly impacted by the project activities as they would be able to locate more appropriate habitat elsewhere.

The Tree-stem Trapdoor Spider generally builds nests against stems of trees such as broombush, sheoaks and other Myrtaceous shrubs in sandy loam soils. There is some habitat for this species present within the project area. However no signs of this species was identified within the site investigation therefore this species is not likely to be significantly impacted by the project activities.

The project area occurs in an agricultural area where the remaining vegetation is patches of remnant vegetation in farmers properties and road reserve. The vegetation that is to be removed borders road reserve and access tracks that have already fragmented the landscape. It is unlikely that this clearing will significantly add to the fragmentation in the area. Fauna species will be able to find similar habitat in the sections of remnant vegetation in the surrounding area. Linkages between these sections will not be broken by this project as fauna can still travel through the remaining sections of the road reserve.

Given the above this project clearing is not likely to be at variance to this Principle.

(c) it includes, or is necessary for the continued existence of, rare flora

Proposal is not likely to be at variance to this Principle

Within the study area there are known records of six declared rare flora. These are:

- *Androcalva adenothea*
- *Darwinia polychroma*
- *Eucalyptus synandra*
- *Grevillea bracteosa subsp. howatharra*
- *Gyrostemon reticulatus*
- *Tecticornia bulbosa*

None of these species were identified during the biological surveys (GHD 2012, Aecom 2014) nor is their required habitat present within the project area. Therefore these species are unlikely to be impacted by the project activities.

Given the above this project clearing is not likely to be at variance to this Principle.

(d) it comprises the whole or a part of, or is necessary for the maintenance of, a threatened ecological community

Proposed clearing is not likely to be at variance to this Principle

Within the study area there are records of two known Threatened Ecological Communities (TEC). These are:

- Billeranga System-located 19.7km to the south west
- Moonagin System-located 3.8km to the south east

These TECs could not occur in the project area as their required habitat is not present and therefore are unlikely to be impacted by the project activities.

The federally protected Eucalypt Woodlands of the Western Australian Wheatbelt does not occur within the project area as the dominant York Gum is *Eucalyptus loxophleba* subsp. *supraevis*, which is not listed in table 2a, Key eucalypt species, of the Approved Conservation Advice (2015). Therefore this TEC is unlikely to be present or impacted by the project activities.

Given the distance to the nearest known TEC and that the site investigation failed to identify any TECs this project area is not likely to comprise the whole or part of a TEC. Therefore this project clearing is not likely to be at variance to this Principle.

(e) it is significant as a remnant of native vegetation in an area that has been extensively cleared				
<i>Proposed clearing is at variance to this Principle</i>				
Pre-European Vegetation Association(s) in:	Pre-European (ha)	Current Extent (ha)	% Remaining	% Remaining in DBCA reserves
IBRA Region Avon Wheatbelt	9,517,109.90	1,763,070.75	18.53	9.86
Statewide Veg Assoc No. 142	787,948.47	208,342.53	26.44	3.92
IBRA region Veg Assoc No. 142 in the IBRA Avon Wheatbelt region	637,707.53	79,305.30	12.44	3.00
Local Government Authority Shire of Morawa	351,034.58	110,786.66	31.56	41.79
<p>The Shire of Morawa is a residential and pastoral area that has been extensively cleared for farming. The project area is mapped as Vegetation Association 142 described as a Medium woodland; York gum & salmon gum (Government of Western Australia, 2017).</p> <p>Vegetation Association 142 is an association that has been extensively cleared. There is approximately 12% vegetation remaining in this IBRA region. It is considered that the clearing of any native vegetation, given its poor representation of under 30%, maybe considered significant as a remnant of native vegetation.</p> <p>Within the study area there is approximately 20% vegetation remaining. The native vegetation to be cleared is in good (EPA 2016) condition. Native vegetation will still remain in the surrounding area but only in small fragments as the surrounding area is predominately pastoral. The highly cleared nature of the surrounding area makes the vegetation to be removed significant.</p> <p>Given the low representation of Vegetation Association 142 remaining in the IBRA region the clearing to be completed is considered significant in this highly cleared landscape. Therefore this project clearing is at variance to this Principle.</p>				
(f) native vegetation should not be cleared if it is growing in, or in association with, an environment associated with a watercourse or wetland				
<i>Proposed clearing is at variance to this Principle</i>				
<p>Within the study area there are numerous major and minor non-perennial watercourses. Only one minor non-perennial watercourse intersects the project. This watercourse crosses the 150-154 project at 151.3 SLK. There are no mapped or wetlands mapped within the vicinity of the project area. The nearest lake occurs approximately 22.6km to the south east of the project area.</p> <p>The project area is mapped as Vegetation Association 142 and is described as a Medium woodland; York gum & salmon gum (Government of Western Australia, 2017), which does not include any riparian vegetation. During the site investigation no water bodies were identified nor was there any evidence of riparian vegetation present within the project area.</p>				

Given a mapped watercourse passes through the project area this project contains vegetation growing in a watercourse. Therefore this project is considered to be at variance to this Principle.

(g) the clearing of the vegetation is likely to cause appreciable land degradation

Proposed clearing is not likely to be at variance to this Principle

Degradation Risk	144-146 SLK	147-148 SLK	150-154 SLK
Flood	<3%	<3%	Majority <3%, small sections of 3-10% and 10-30%
Salinity	<3% and 10-30%	<3% and 10-30%	<3% and 10-30%
Waterlogging	<3% and 10-30%	<3% and 10-30%	<3% and 10-30%
Water Erosion	<3% and 3-10%	<3% and 10-30%	<3%, 3-10% and 10-30%
Wind Erosion	<3% and 30-50%	<3% and 30-50%	<3% and 30-50%

The project area soil type is gravelly/sandy rises and red loamy clays on the lower lying plains. It is evident from the table above that there is a low chance of land degradation in the area, with a low to moderate risk of wind erosion. This should not be a significant impact as the clearing is linear, a portion of the cleared area will be sealed and there will be vegetation remaining in the road reserve that will act as a wind break. Given the moderate infiltration rates of loamy clay soils and high infiltration rates of gravel/sand soils, the project areas low relief and the project being in a low- medium rainfall zone (Morawa Airport 291.7mm, BOM, 2017) the project is not considered likely to cause water erosion. Therefore given the low risk levels the project is considered unlikely to cause appreciable land degradation.

Given the above the proposal is not likely to be at variance to this principle.

(h) the clearing of the vegetation is likely to have an impact on the environmental values of any adjacent or nearby conservation area

Proposed clearing is not likely to be at variance to this Principle

A search of ArcGIS shapefiles indicates 6 reserves or conservation areas are located within the study area. These are:

- Un-named reserve located 17km to the west of 150-154 project location
- Reserve 2795/273 located 16km north of 150-154 project location
- Canna Nature Reserve located over 9km to the north of 150-154 project location
- Doutha Soak Nature Reserve located over 18km to the north east of 150-154 project location
- Pintharuka Nature Reserve located over 5 km to the south of 144-146 project location
- Pintharuka Well Nature Reserve located over 4km to the south of 144-146 project location

Given the nearest reserve is over 4km from the project areas it is unlikely that these works will significantly impact any reserves or conservation areas. Therefore this project is not likely to be at variance to this Principle.

(i) the clearing of the vegetation is likely to cause deterioration in the quality of surface or underground water

Proposed clearing is not likely to be at variance to this Principle

Within the study area there are numerous major and minor non-perennial watercourses. Only one minor non-perennial watercourse intersects the project. This watercourse crosses the 150-154 project at 151.3 SLK. There are no mapped or wetlands mapped within the vicinity of the project area. The nearest lake occurs approximately 22.6km to the south east of the project area. The project does not occur on any Surface Water Irrigation Areas or Public Drinking Water Source Areas, however the project lies within the Gascoyne Groundwater Area.

The aerial imagery and site investigation confirm that there are no lakes or wetlands within the project area, therefore it is unlikely that any wetlands or lakes will be impacted by this project. There is one minor non-perennial watercourse that intersects the project area however surface water in the project area and immediate surrounds is controlled locally by a number of culverts and drains around the road. The widening will maintain existing surface water flows. No changes to surface water quality are expected as a result of the widening.

As no surface water will be taken for this project and due to the minor nature of the works it is unlikely that there will be a significant impact to the water quality of this area. Given the small scale of clearing and that no dewatering or drainage modifications are required, it is considered that there will be very little to no deterioration of underground water quality.

Given the above it is unlikely that this project will cause deterioration in the quality of surface or underground water. Therefore this project is considered not likely to be at variance to this Principle.

(j) the clearing of the vegetation is likely to cause, or exacerbate, the incidence or intensity of flooding

Proposed clearing is not likely to be at variance to this Principle

The study area averages 291.7mm of rainfall per year (Morawa Airport, BOM, 2017) and due to the moderate infiltration rates of loamy clay soils and high infiltration rates of gravel/sand soils, there is a low risk of flooding or waterlogging (NRM SLIP, 2017) occurring. Given the small long linear area proposed to be cleared and the vegetation to remain in the road reserve it is unlikely the proposed clearing will exacerbate the intensity or increase incidences of flooding.

Given the above the proposal is not likely to be at variance to this principle

MANAGEMENT OF NATIVE VEGETATION CLEARING

Main Roads will manage native vegetation clearing and environmental impacts associated with the project through an Environmental Management Plan and a Vegetation Management Plan.

SUBMISSIONS

If you wish to make a submission to Main Roads in regards to the proposed native vegetation clearing that is 'at variance' or 'maybe at variance' with the clearing principles for the Wubin Mullewa Widening Sections 144-154 SLK, please send your submission by 4/2/2018 to:

Emma Fitzgerald
Environment Officer
Main Roads Western Australia
PO Box no.6202
East Perth WA 6892

For further details, please contact Emma Fitzgerald on 9323 5435.

Yours sincerely



Emma Fitzgerald
Environment Officer

Enc.

Attachment 1 – Figure 1-3 Project Envelopes

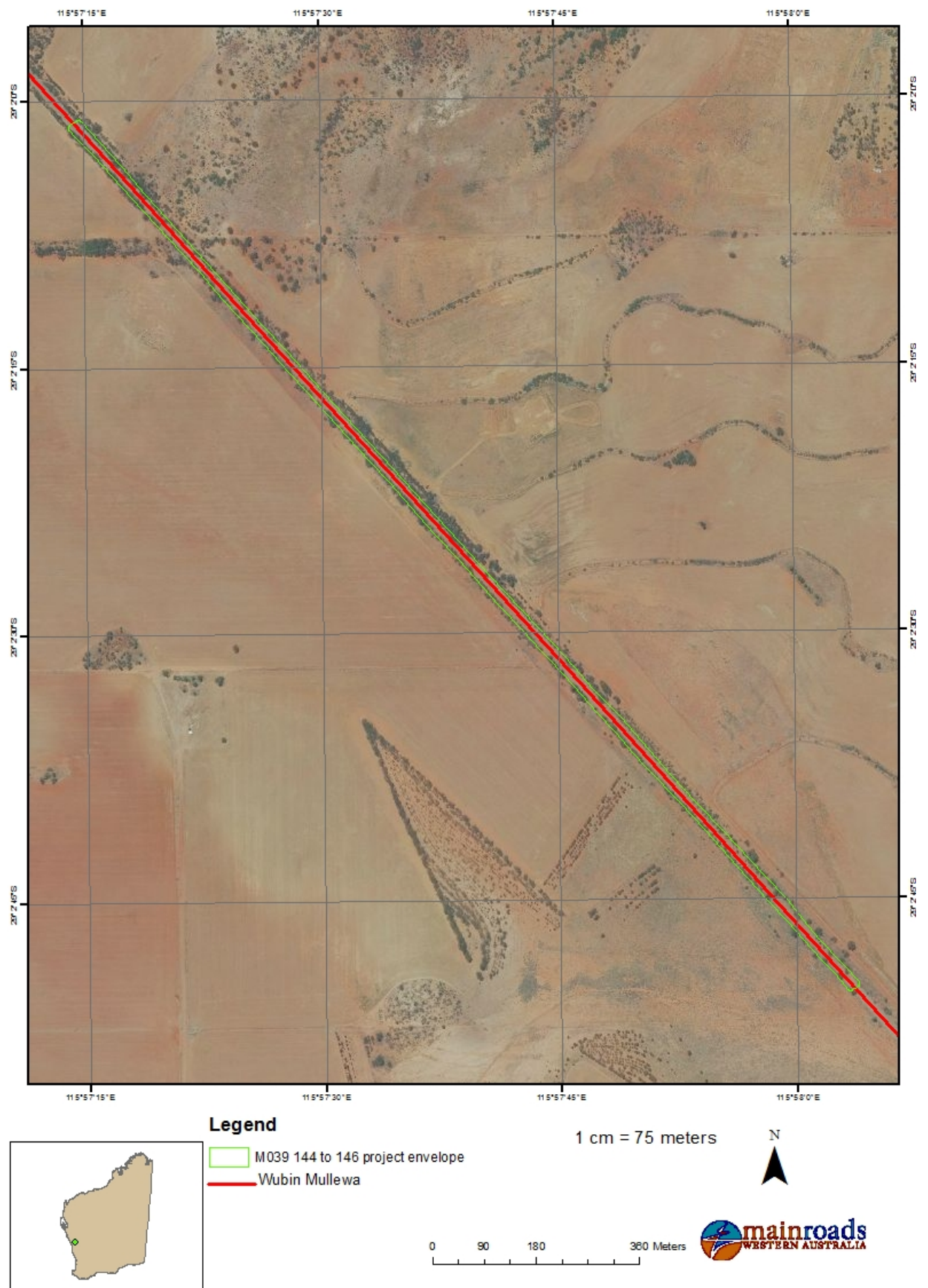


Figure 1 Project Area 144.05-146.06 SLK

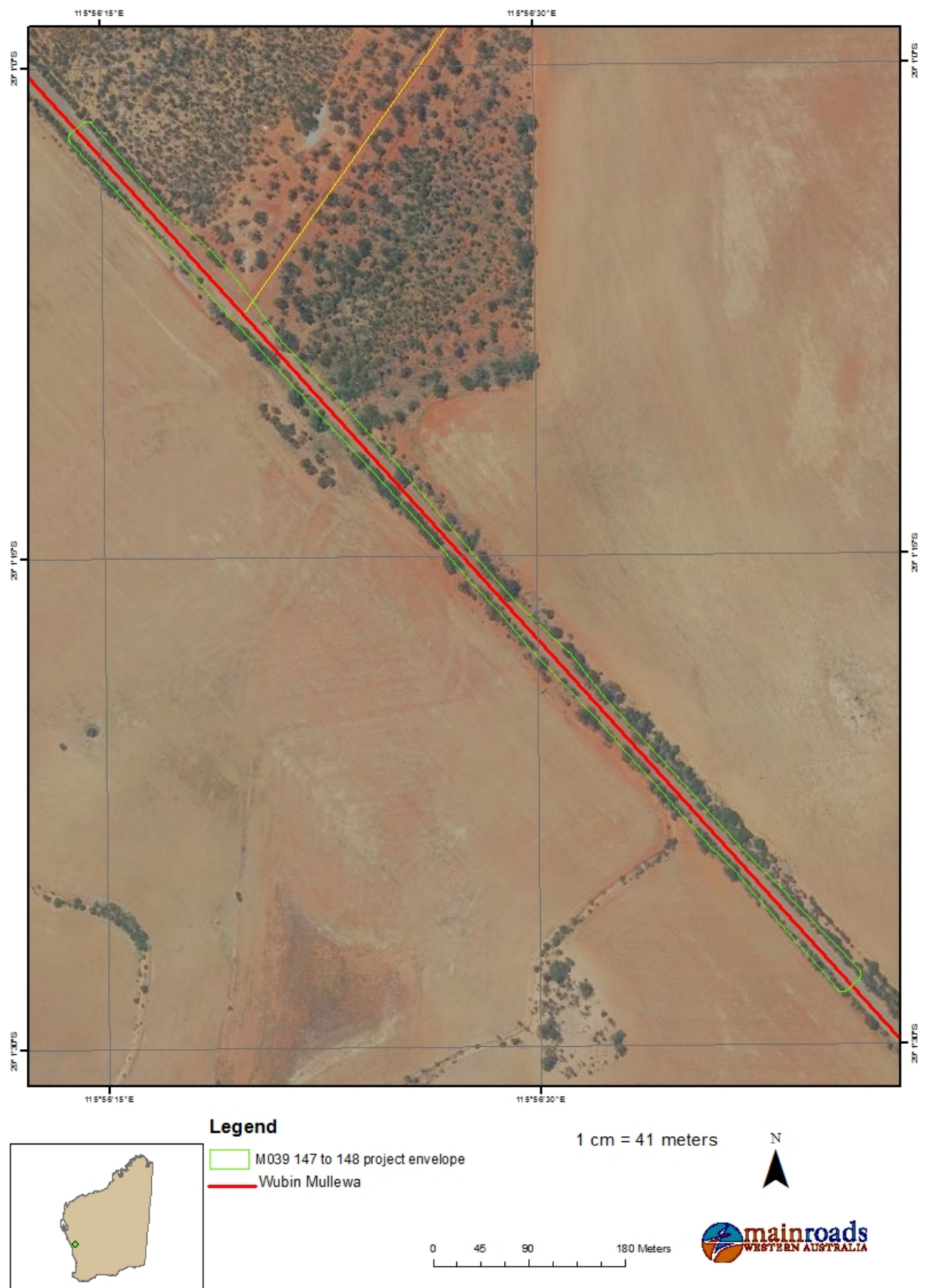


Figure 2 Project Area 147.44-148.52 SLK

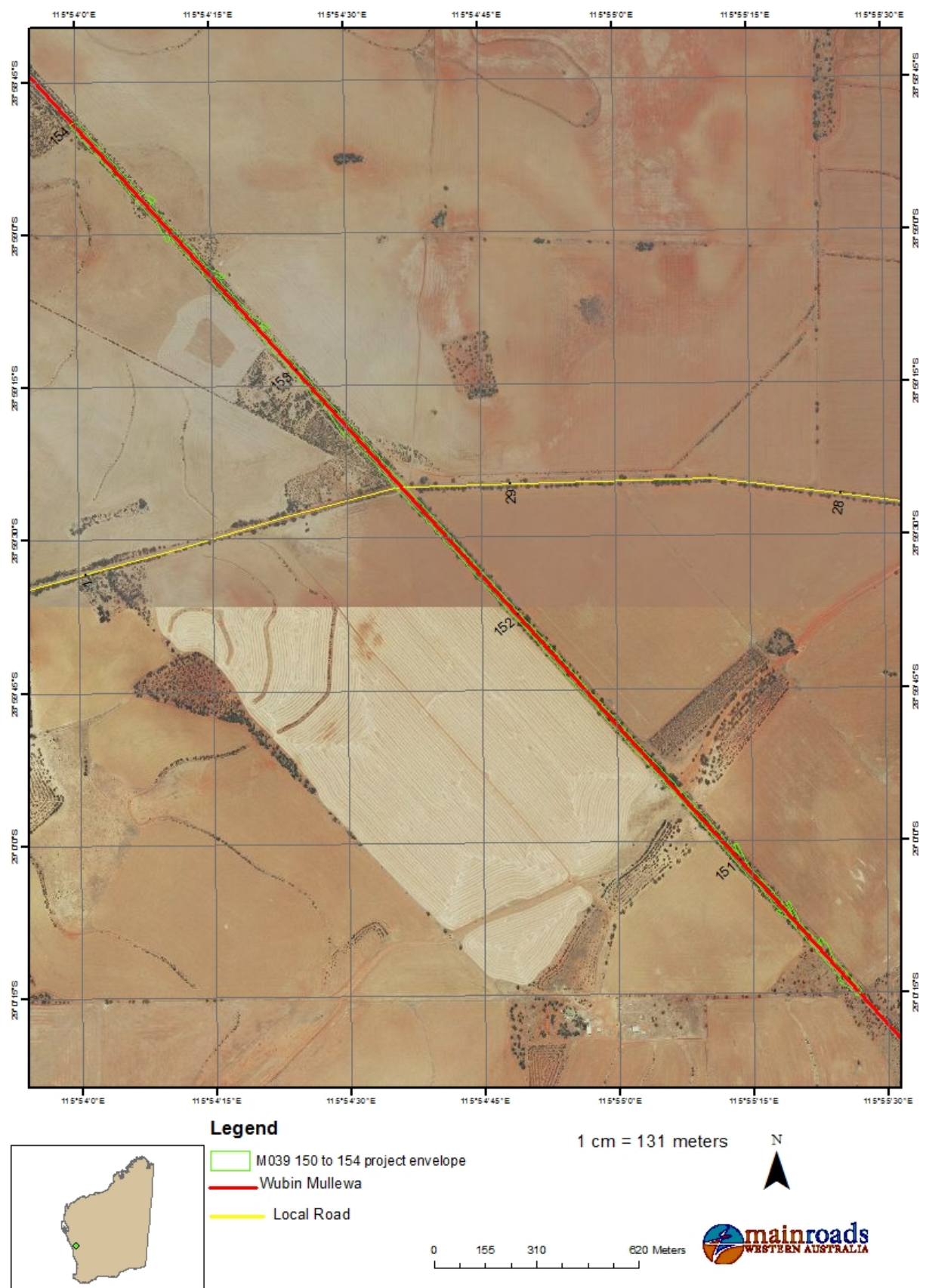
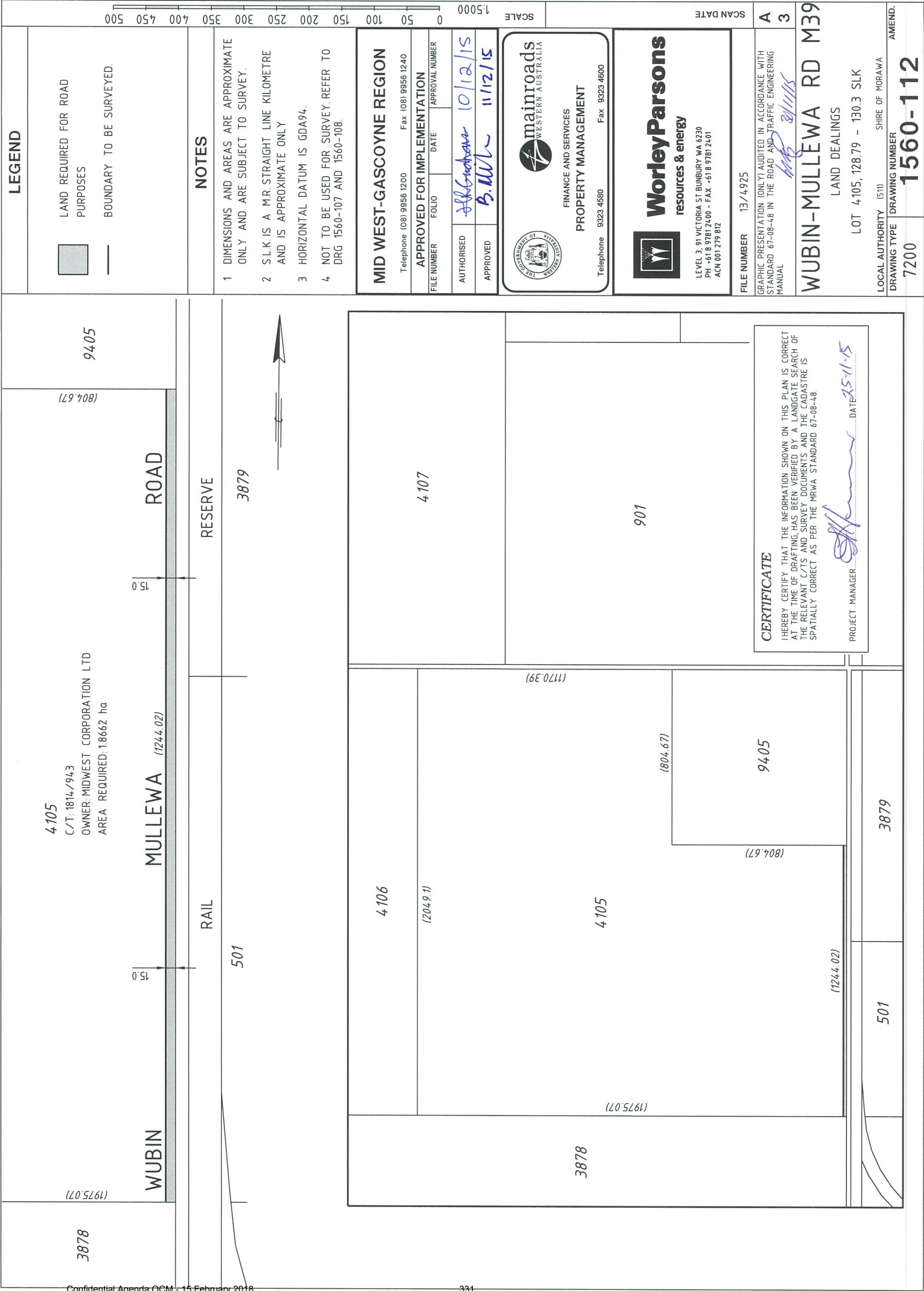
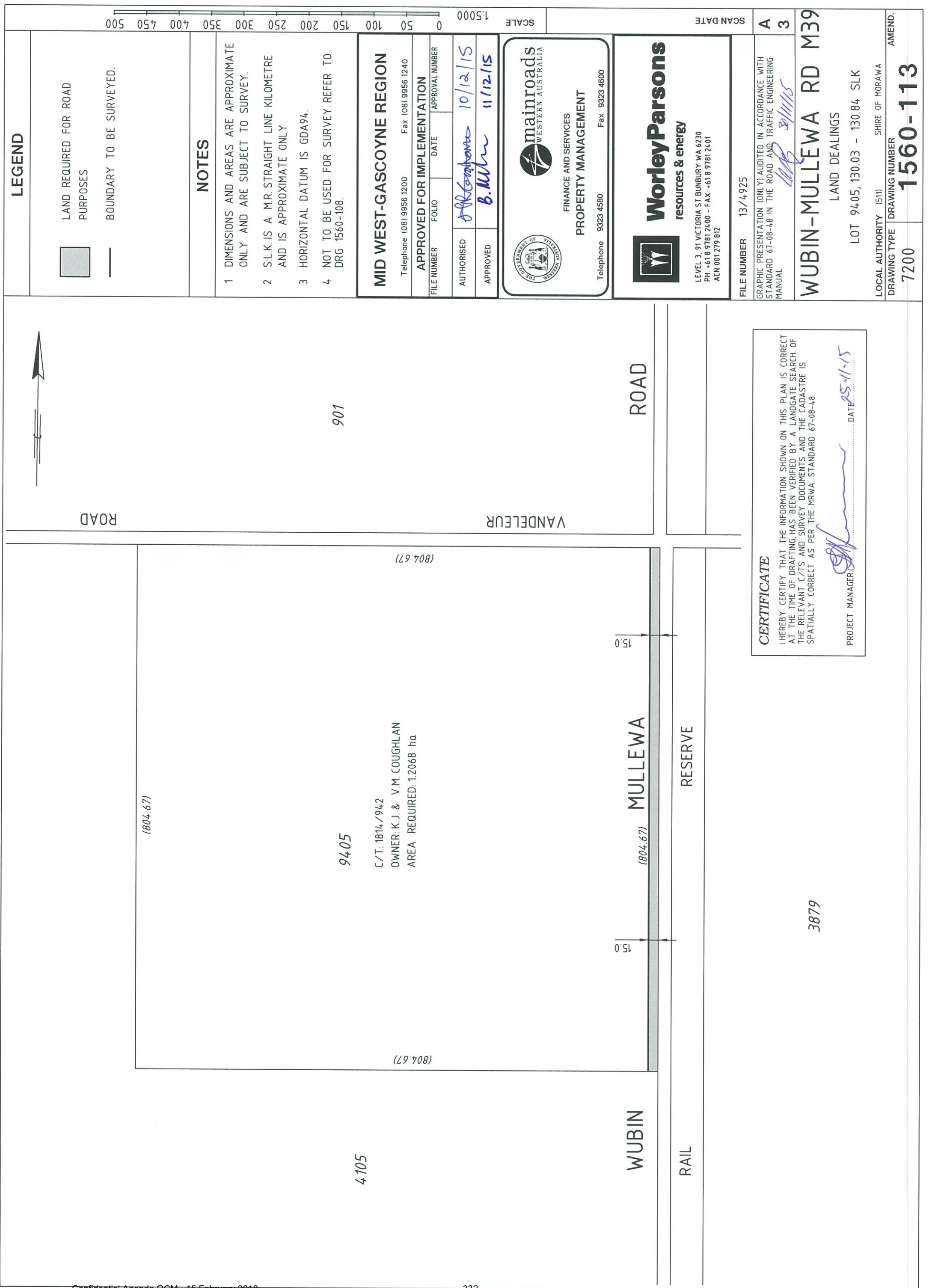
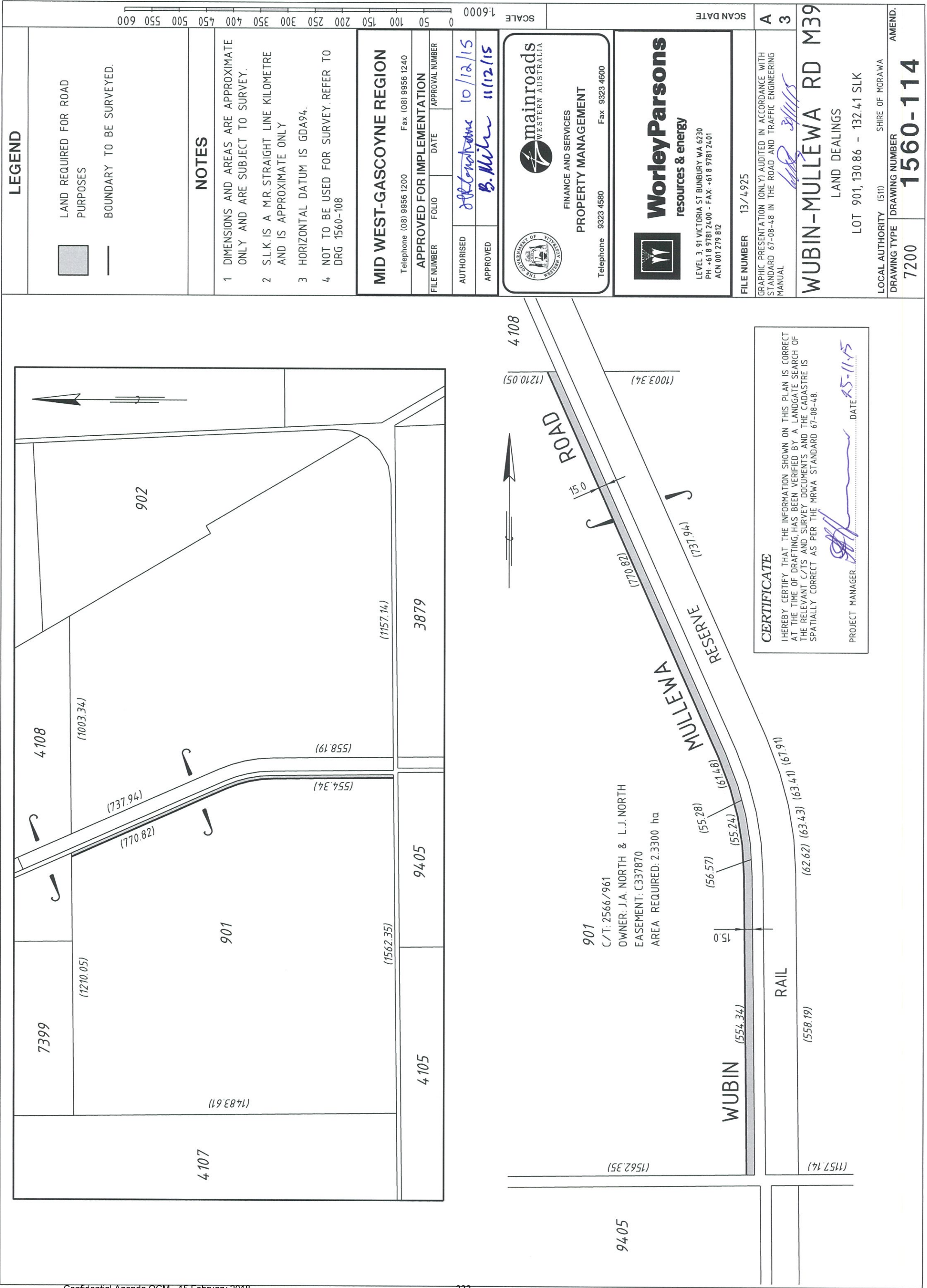
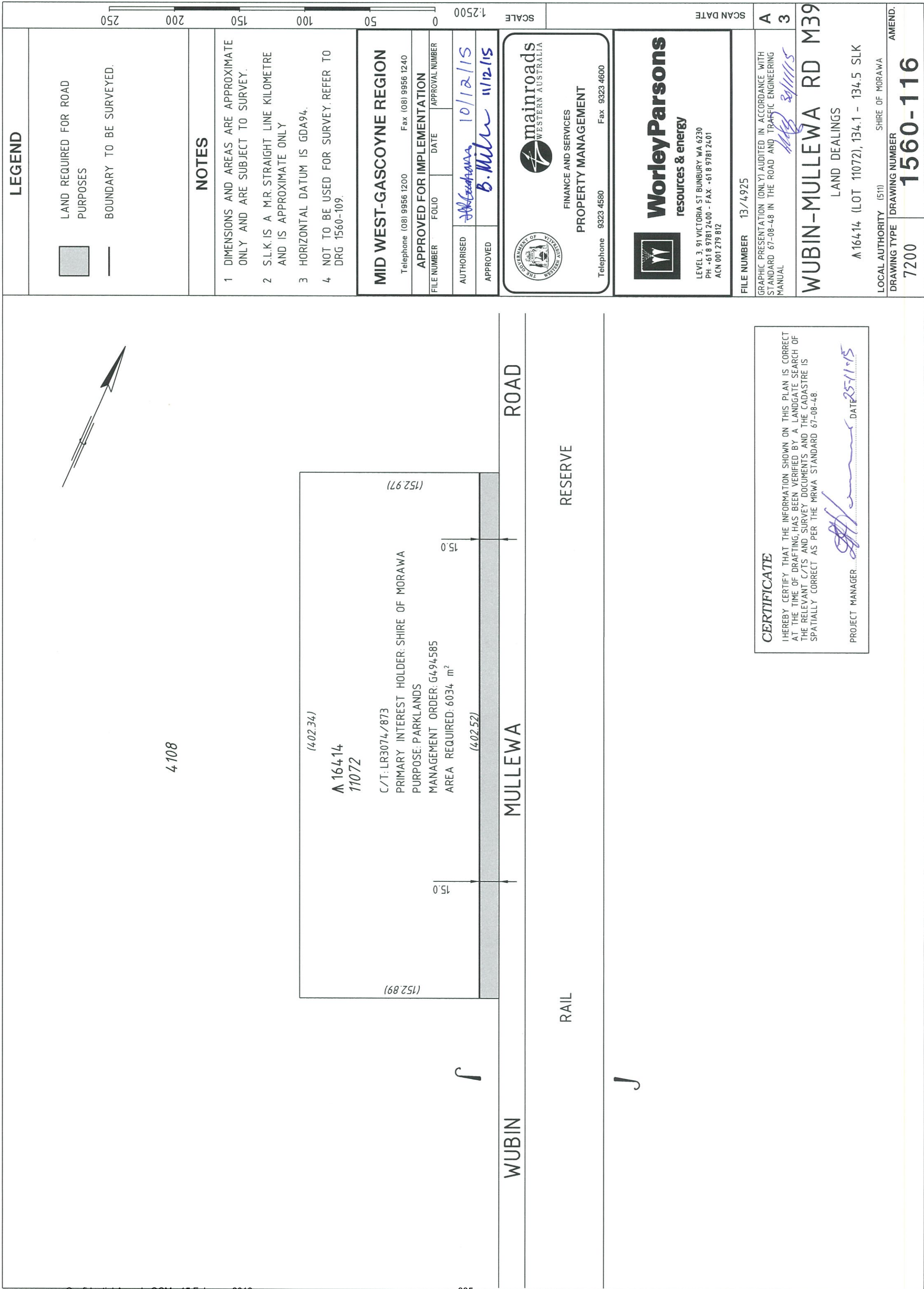


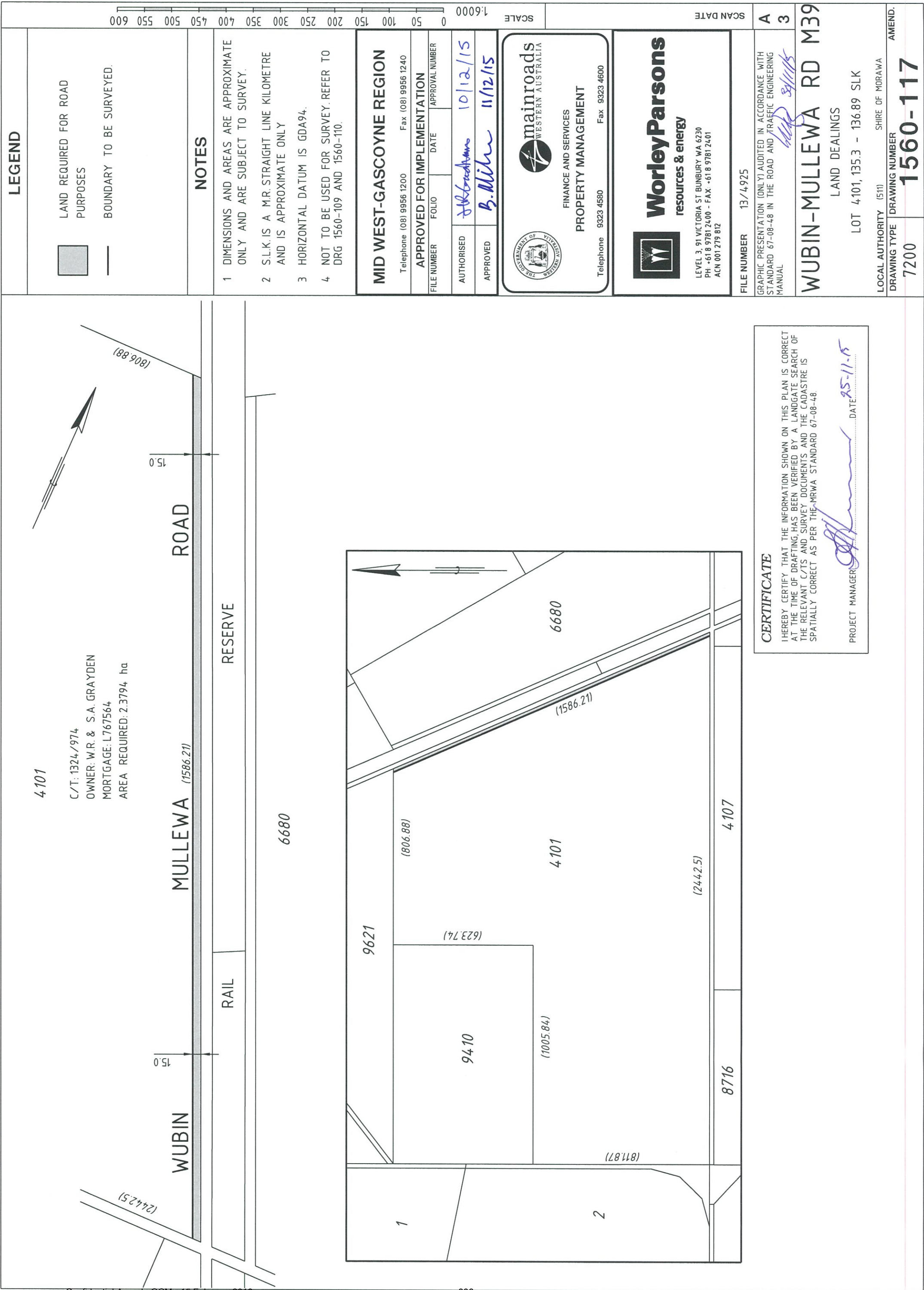
Figure 3 Project Area 150.46-154 SLK

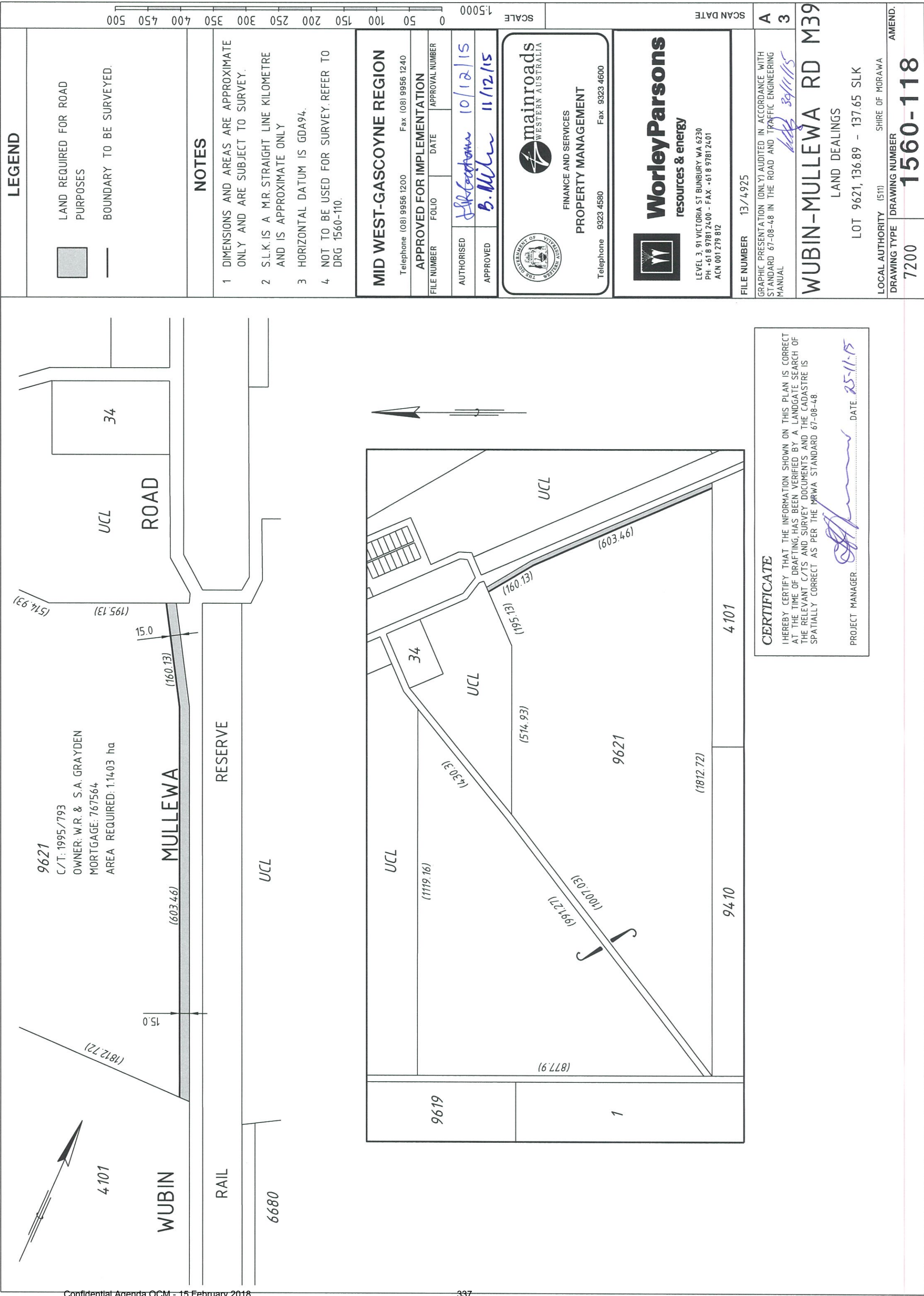












LEGEND

- LAND REQUIRED FOR ROAD PURPOSES
- BOUNDARY TO BE SURVEYED.

NOTES

- DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.
- S.L.K. IS A M.R. STRAIGHT LINE KILOMETRE AND IS APPROXIMATE ONLY
- HORIZONTAL DATUM IS GDA94.
- NOT TO BE USED FOR SURVEY. REFER TO DRG 1560-110.

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
		10/12/15	
AUTHORISED			
APPROVED		11/12/15	

mainroads
WESTERN AUSTRALIA

FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

WorleyParsons
resources & energy

LEVEL 3, 91 VICTORIA ST BUNBURY WA 6230
PH: +61 8 9781 2400 - FAX: +61 8 9781 2401
ACN 001 279 812

FILE NUMBER 13/4925

GRAPHIC PRESENTATION (ONLY) AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL

WUBIN-MULLEWA RD M39

LAND DEALINGS

LOT 9621, 136.89 - 137.65 SLK

LOCAL AUTHORITY (511) SHIRE OF MORAWA

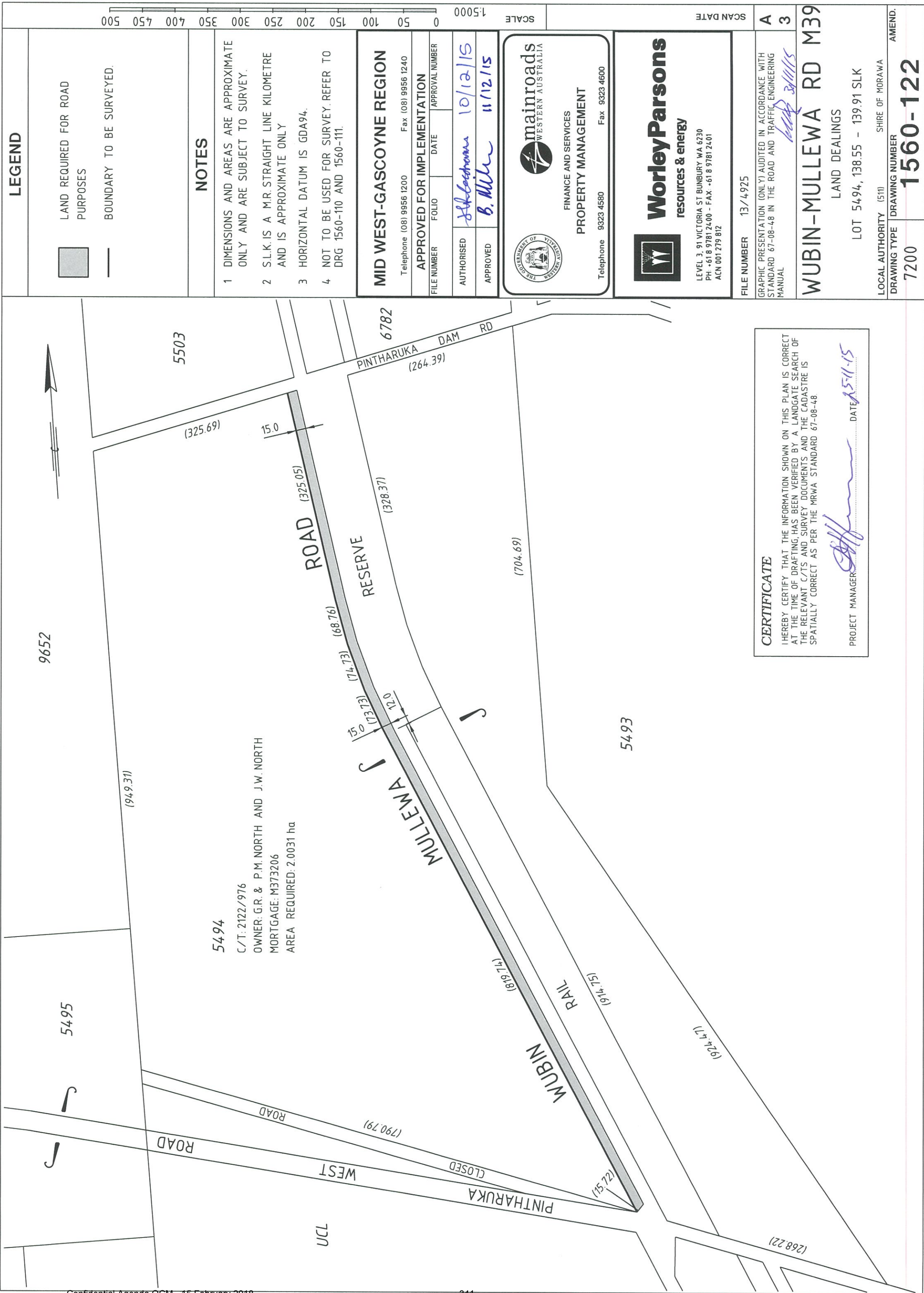
DRAWING TYPE DRAWING NUMBER

7200 1560-118

CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAN IS CORRECT AT THE TIME OF DRAFTING, HAS BEEN VERIFIED BY A LANDGATE SEARCH OF THE RELEVANT C/Ts AND SURVEY DOCUMENTS AND THE CADASTRE IS SPATIALLY CORRECT AS PER THE MRWA STANDARD 67-08-48.

PROJECT MANAGER DATE 25-11-15



LEGEND

- LAND REQUIRED FOR ROAD PURPOSES
- BOUNDARY TO BE SURVEYED.

NOTES

- DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.
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- HORIZONTAL DATUM IS GDA94.
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MID WEST-GASCOYNE REGION

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APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
		10/12/15	
AUTHORISED			
APPROVED		11/12/15	



FINANCE AND SERVICES
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resources & energy

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PH: +61 8 9781 2400 - FAX: +61 8 9781 2401
ACN 001 279 812

FILE NUMBER 13/4925

GRAPHIC PRESENTATION (ONLY) AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL

WUBIN-MULLEWA RD M39

LAND DEALINGS

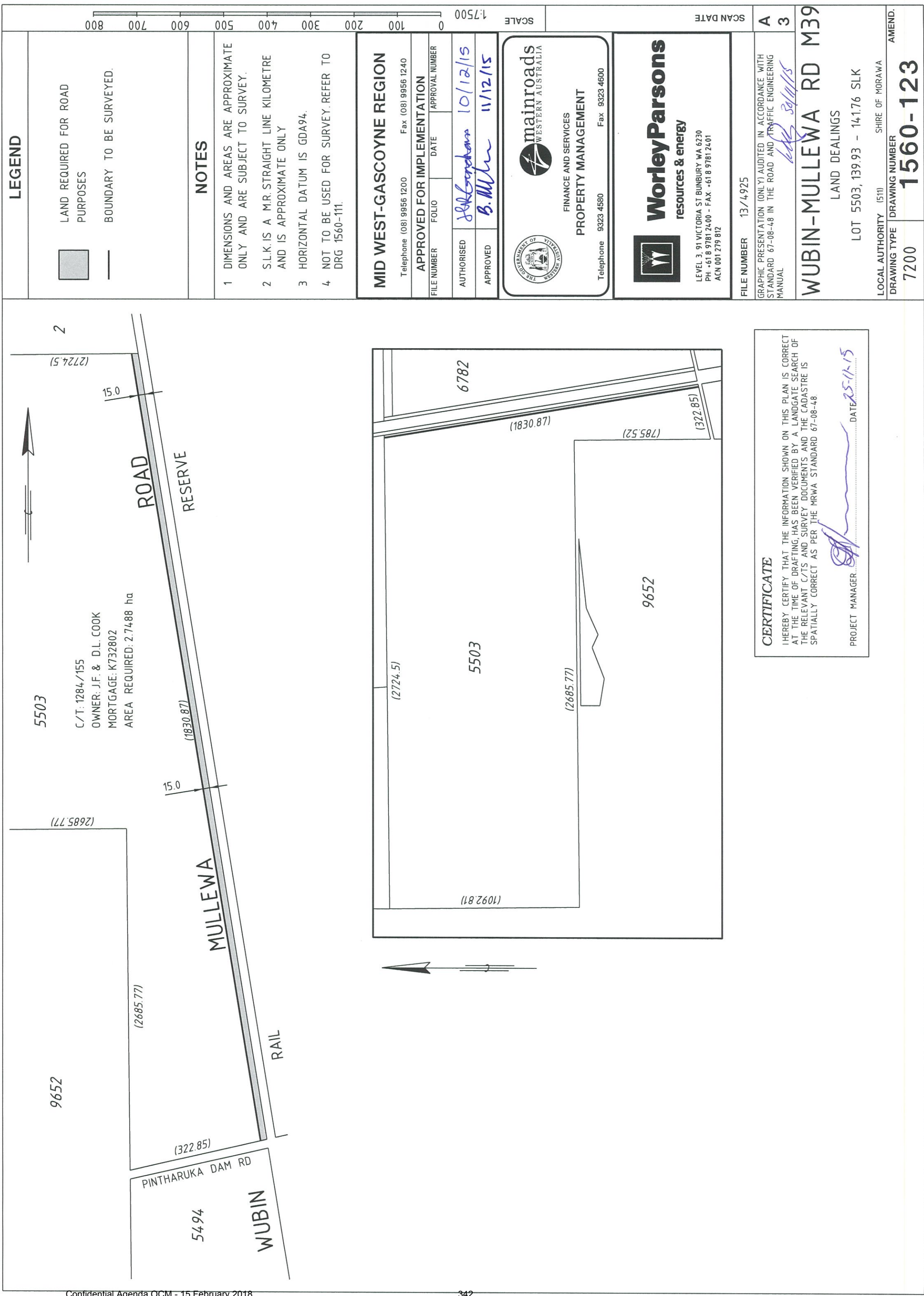
LOT 5494, 138.55 - 139.91 SLK

LOCAL AUTHORITY (511)	SHIRE OF MORAWA
DRAWING TYPE	DRAWING NUMBER
7200	1560-122
AMEND.	

CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAN IS CORRECT AT THE TIME OF DRAFTING HAS BEEN VERIFIED BY A LANDGATE SEARCH OF THE RELEVANT C/T'S AND SURVEY DOCUMENTS AND THE CADASTRE IS SPATIALLY CORRECT AS PER THE MRWA STANDARD 67-08-48

PROJECT MANAGER [Signature] DATE 15/11/15



LEGEND

LAND REQUIRED FOR ROAD PURPOSES

BOUNDARY TO BE SURVEYED.

NOTES

1 DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.

2 S.L.K.IS A M.R. STRAIGHT LINE KILOMETRE AND IS APPROXIMATE ONLY

3 HORIZONTAL DATUM IS GDA94.

4 NOT TO BE USED FOR SURVEY.REFER TO DRG 1560-111.

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER

FOLIO

DATE

APPROVAL NUMBER

AUTHORISED

APPROVED

10/12/15

11/12/15

mainroads

WESTERN AUSTRALIA

FINANCE AND SERVICES

PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

WorleyParsons

resources & energy

LEVEL 3, 91 VICTORIA ST BUNBURY WA 6230

PH: +61 8 9781 2400 - FAX: +61 8 9781 2401

ACN 001 279 812

FILE NUMBER

13/4925

SCAN DATE

A 3

GRAPHIC PRESENTATION (ONLY) AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL

WUBIN-MULLEWA RD M39

LAND DEALINGS

LOT 2, 141.76 - 142.23 SLK

LOCAL AUTHORITY (511) SHIRE OF MORAWA

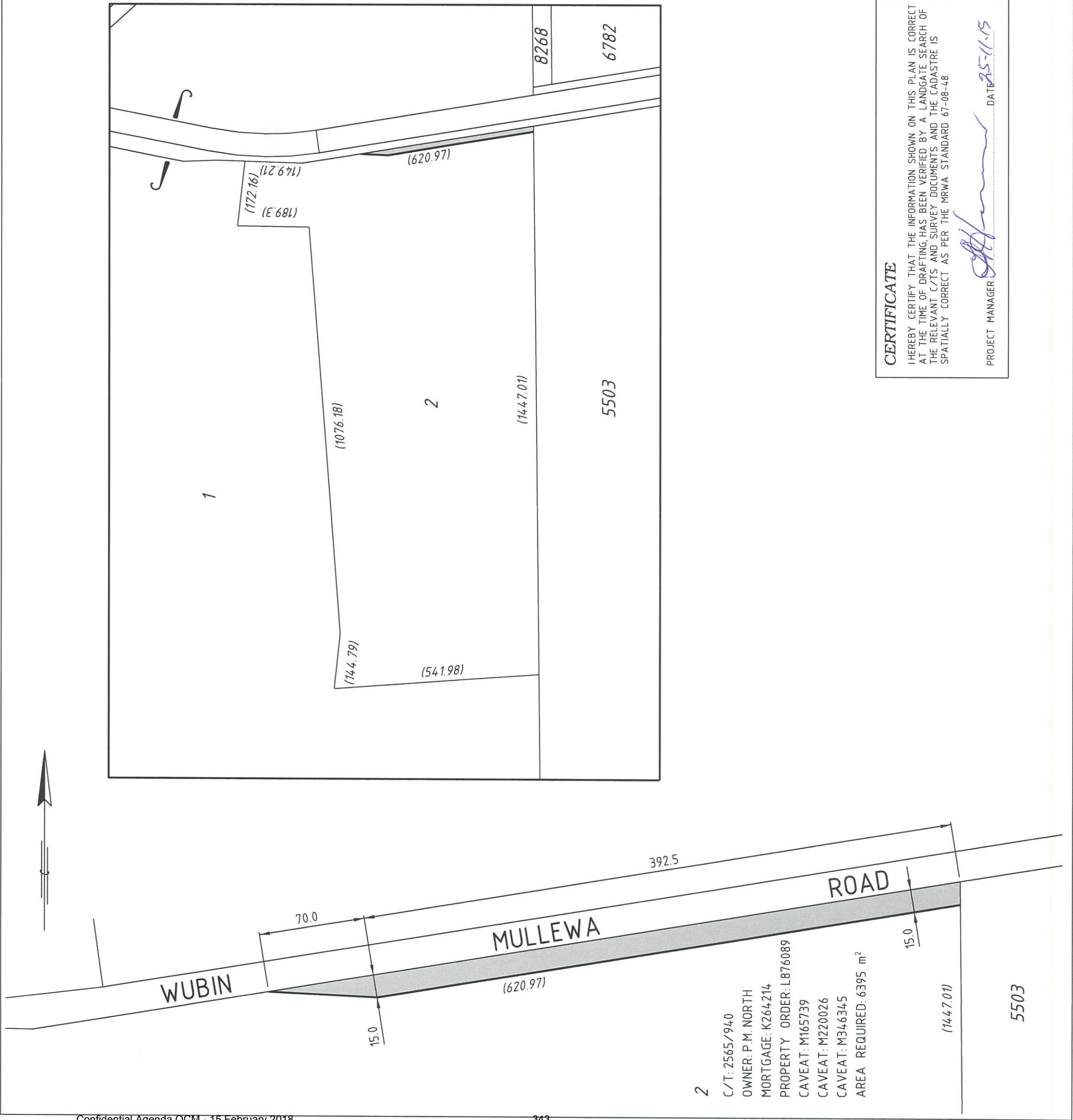
DRAWING TYPE

DRAWING NUMBER

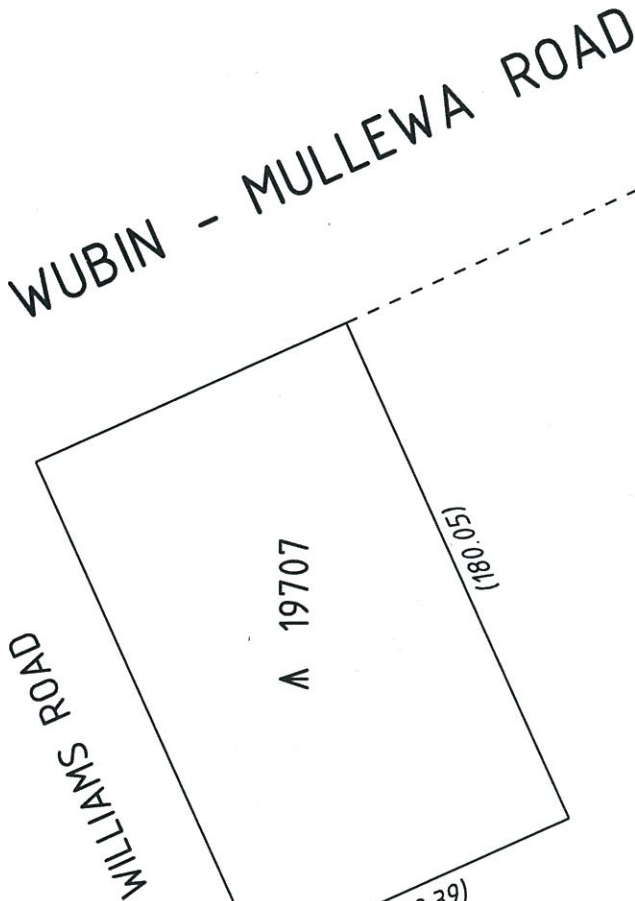
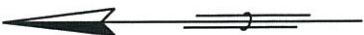
AMEND.

7200

1560-124







LEGEND



LAND REQUIRED FOR ROAD
PURPOSES

— BOUNDARY TO BE SURVEYED.

NOTES

- 1 DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.
- 2 S.L.K. IS A M.R. STRAIGHT LINE KILOMETRE AND IS APPROXIMATE ONLY
- 3 HORIZONTAL DATUM IS MGA 94.
- 4 CADASTRAL MODEL: CAD1115A

MID WEST REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
AUTHORISED		W. Saut 10/7/13	
APPROVED		B. Mulin 10/7/13	



FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

FILE No. 13/4925

DRAWN/DESIGNED W.M. ROLLINGS 27/6/13

AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE
ROAD AND TRAFFIC ENGINEERING MANUAL

WUBIN - MULLEWA RD M39

LAND DEALINGS
UCL, 137.7 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MOROWA
DRAWING TYPE 7200

DRAWING NUMBER

1360-068

AMEND.

A 3

SCAN DATE

SCALE

1:2500

0 100 200

THIS DRAWING IS AN AMENDMENT OF THE APPROVED DRAWING.....

8. **New Business of an Urgent Nature**
9. **Applications for Leave of Absence**
10. **Motions of Which Previous Notice Has Been Given**
11. **Questions from Members without Notice**
12. **Meeting Closed**

<i>Item No/ Subject:</i>	12.1 Closure of Meeting to the Public
<i>Date of Meeting:</i>	15 February 2018
<i>Date & Author:</i>	24 January 2018 – Chris Linnell
<i>Responsible Officer:</i>	Chris Linnell - Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer
<i>File Number:</i>	GV.CMT.1
<i>Previous minute/s & Reference:</i>	

SUMMARY

This item seeks Council's approval under s5.23 (2) (c) of the *Local Government Act 1995* to move into camera or closed session to consider a matter regarding adoption of the CEO's Key Performance Indicators.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Nil

BACKGROUND INFORMATION

Nil

OFFICER'S COMMENT

In item 12.2 Council will be presented with the CEO's recommendation for the adoption of the CEO Key Performance Indicators.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995

Under section 5.23 (2) of the *Local Government Act 1995*, part of a council meeting may be closed, if the meeting deals with any of the following:

- (a) a matter affecting an employee or employees;
- (b) the personal affairs of any person;
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;
- (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting;
- (e) a matter that if disclosed, would reveal —
 - (i) a trade secret;
 - (ii) information that has a commercial value to a person;
 - (iii) information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government;
- (f) a matter that if disclosed, could be reasonably expected to —
 - (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law;
 - (ii) endanger the security of the local government's property;
 - (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
- (g) information which is the subject of a direction given under section 23(1a) of the *Parliamentary Commissioner Act 1971*; and
- (h) such other matters as may be prescribed.

Shire of Morawa Standing Orders Local Law 2011

The key parts include:

- 6.2 (1) The CEO may recommend that part of the meeting is closed.
- 6.2 (2) The Council may decide to close a meeting or part of a meeting.
- 6.2 (3) The presiding member is to direct everyone to leave the meeting except, members, the CEO and any officer specified.
- 6.2 (5) Clause 8.9 (re speaking twice)
- 6.2 (7) The presiding member is to ensure any resolution of the Council made while the meeting was closed is to read out including a vote of a member.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council closes the meeting to the public under section 5.23 (2) c) of the *Local Government Act 1995* and the *Shire of Morawa Standing Orders Local Law 2011* s 6.2 (2) so that it can consider a matter regarding adoption of the CEO Key Performance Indicators.

12.2 Public reading of resolutions that may be made public

13. Closure

Next Meeting - Ordinary Meeting 15 February 2018